Open Competition

Request for Proposals (RFP)

Procurement of Services

ESTABLISHMENT OF A FLEET MANAGEMENT SYSTEM FOR ALL VEHICLES OF THE AfCFTA SECRETARIAT

Procurement Number: AfCFTA/AHRMD/NC/2023/0003

Date of Issue: 18th August 2023
REQUEST FOR PROPOSAL

*Procurement Number:* AfCFTA/AHRMD/NC/2023/0003

To: Potential Service Providers

Date: 18\textsuperscript{th} August 2023

The **African Continental Free Trade Area (AfCFTA) Secretariat** invites you to submit your Technical and Financial Proposal for carrying out the services as described herein. Any resulting order shall be subject to the General Conditions of Contract for Purchase Orders (attached) except where modified by this Request for Proposal (RFP).

**SECTION A: REQUEST FOR PROPOSAL**

1) **Description of Services and Location**
   - Procurement for the Establishment of a Fleet Management System at the AfCFTA Secretariat, Accra.

2) **Currency of Proposal** Ghana Cedis (GHS).

3) Services are to commence by **two (2) weeks** from the date of the payment of advance payment.

4) Services are to be completed within **Ninety (90) days** from the date of the payment of advance payment.

5) Proposals must be valid for **One Hundred and Twenty (120) days** from the Return By Date given below.

6) Proposals and supporting documents as specified in Section B must be in two separate folders which must be secured by different passwords. Folders MUST be clearly saved as follow:

   - Technical offer: “Company name” _TO_GPS Fleet 0003
   - Financial offer: “Company name” _FO_GPS Fleet 0003

7) Requests for clarification should be received by no later than **31\textsuperscript{st} August 2023**. The address for clarifications is Tender.afcfta@au-afcfta.org; Cc: Jessica.Lawson@au-afcfta.org; Doreen.Adjei-Anim@au-afcfta.org.

8) **Additional Information:** Interested eligible tenderers may obtain further information from the AfCFTA Secretariat’s Website: [https://au-afcfta.org](https://au-afcfta.org).

9) The deadline for submission of Technical and Financial Proposals is **Monday, 18\textsuperscript{th} of September 2023 at 10:00 hours GMT**. Technical proposals shall be opened on **Monday, 18\textsuperscript{th} of September 2023 at 10:30 hours GMT** in the virtual presence of service providers or legal Representatives. The password for the technical offer will be provided by each proposer during the Proposal opening session. Therefore, the presence of the Proposer or its legal representative is mandatory.

10) Proposal must be returned to the following email addresses: Tender.afcfta@au-afcfta.org; Cc: Jessica.Lawson@au-afcfta.org; Doreen.Adjei-Anim@au-afcfta.org.
11) The attached Schedule of Rates and Prices at Section C and Technical Data at Section D detail the services to be performed.

12) You are requested to submit Technical and Financial Proposals by completing Sections B, C and D. Proposals shall cover all costs of labour, materials, equipment, overheads, profits and all associated costs for performing the services. The whole cost of performing the services shall be included in the items stated and the cost of any incidental services or materials shall be deemed to be included in the prices quoted.

13) The minimum technical score for the technical proposal to be considered and eligible for further evaluation is 80%. The ratio of the technical and financial scores will be 80:20.

14) If our proposal is accepted, and as this RFP require, we undertake to provide an advance payment security or advance payment bond and performance security or performance bond in the form provided, in the amounts, within two (2) weeks from the date of the Purchase Order.

15) Payments will be made in accordance with the below order within thirty (30) days of receipt of an invoice supported by a certificate of satisfactory completion signed by the Director, Human Resource Management as follows:

- **Advance Payment**
  Twenty Percent (20%) of the Contract Price shall be paid within fifteen (15) days upon submission of an insurance or bank guarantee equal to the amount and valid until acceptance and handover of the assignment within two (2) weeks from the date of the Purchase Order.

- **On Installation, Training and Acceptance**
  Fifty Percent (50%) of the Contract Price shall be paid within ten (10) days upon submission of the acceptance certificate and invoice for the installation of all the GPS modules in all cars, the application in dedicated laptops and the training of all concerned staff within thirty (30) days from the date of advance payment.

- **End of the Project**
  Twenty Percent (20%) payment shall be made within ten (10) days upon submission and acceptance certificate and invoice at the end of the Project within forty-five (45) days from the date of advance payment.

- **Final Payment**
  Ten Percent (10%) payment shall be made within ten (10) days upon submission and acceptance of the performance completion certificate after three (3) months from the date of advance payment.

Signed: .................................  Name...........................................

August 2023
Title/Position: ............................................

For and on behalf of the Purchaser
Your Proposal is to be returned on this Form by completing and returning Sections B, C and D including any other information and certification as stated within this RFP on your Company letterhead.

SECTION B: PROPOSAL DETAILS

1) Description of Services and Location
   Procurement for the Establishment of a Fleet Management System at the AfCFTA Secretariat, Accra.

2) Currency of Proposal GHS.

3) Services will commence within ……….. weeks from the date of advance payment.

4) Services to be completed by ………days from the date of advance payment

5) Validity period of this Proposal is ……. days from the Return by Date.

6) We enclose the following document(s) as required by the Purchaser:
   - Power of Attorney
   - Company profile
   - Valid Ghana Revenue Authority (GRA) Tax Clearance Certificate with receipts.
   - Valid Value Added Tax (VAT) Registration Certificate with receipts.
   - Valid Business Registration Certificate
   - Valid Certificate of Incorporation
   - Valid Certificate of Commencement for a company registered before October 2020
   - Valid Registration Certificate from PPA with receipts
   - Proof of references (minimum 3) attesting to the Company’s knowledge and experience in providing GPS Services.
   - Brochures of the equipment you intend to supply.
   - Financial statement (Audited Accounts) for three (3) years (2020, 2021 and 2022)
   - Intellectual Property or Patent Rights
   - Manufacturers or Producers Authorisation or License from the product owner or Resellers Rights.

7) We confirm that our Proposal is subject to the African Union General Conditions of Contract for Purchase Orders and is based on the terms and conditions stated in your Request for Proposals referenced above.

8) We confirm that the prices offered are fixed and firm for the duration of the validity period and will not be subject to revision or variation.

Authorised By:

Signature: __________________________ Name: __________________________

Position: __________________________ Date: __________________________
Authorised for and on behalf of:

Company: ______________________________________________________________

Registered Address and seal:

..................................................................................................................

..................................................................................................................

..................................................................................................................

If any additional documentation is attached, a signature and authorisation at Sections B, C and D is still required as confirmation that the terms and conditions of this RFP prevail over any attachments. If the Proposal is not authorised in Sections B, C and D the Proposal may be rejected.
**SECTION C: SCHEDULE OF RATES AND PRICES (TO BE PRICED BY SERVICE PROVIDER)**

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description of Services (In accordance with Section D)</th>
<th>Unit of Measure</th>
<th>Quantity</th>
<th>Unit Price in Specified Currency</th>
<th>Total Price in Specified Currency</th>
</tr>
</thead>
<tbody>
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</table>

**TOTAL**

**Authorised By:**

Signature: ___________________________ Name: ___________________________

Position: ___________________________ Date: ___________________________ (DD/MM/YY)

Authorised for and on behalf of:

Company: ___________________________
**SECTION D: TECHNICAL DATA AND REQUIRED SERVICES**

**A – FLEET MANAGEMENT SYSTEM**

Table 1.0    Fleet Management System Requirement

<table>
<thead>
<tr>
<th></th>
<th><strong>Fleet Data &amp; Registration</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>The system shall be able to register vehicles [i.e. Record vehicle’s detailed information and description, and provide a Unique identification number]</td>
</tr>
<tr>
<td></td>
<td>a. Key information includes supplier, cost, date of purchase, and Atomized life;</td>
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<tr>
<td></td>
<td>b. Detailed Description shall include but not be limited to Vehicle Registration Number, Type, Make, Body Type, Drive Train, Chassis Number, Year of Manufacture, Fuel Type and Colour.</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th><strong>Vehicle Title Certification and Statutory Renewal</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>The system shall be able to create, maintain a record and provide alert two (2) weeks ahead for b. &amp; c.:</td>
</tr>
<tr>
<td></td>
<td>a) Vehicle Title Certification (DVLA Form A or C);</td>
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<td></td>
<td>b) Insurance expiration and renewal dates;</td>
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<tr>
<td></td>
<td>c) Roadworthiness Certification and Renewal dates</td>
</tr>
<tr>
<td></td>
<td>d) Change of Ownership following disposal.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th><strong>Vehicle Fuel Management</strong></th>
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<tbody>
<tr>
<td></td>
<td>The system shall be able to create and monitor for each vehicle:</td>
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<tr>
<td></td>
<td>a. the fuel dispensed and usage according to kilometer/mileage and route concurrently;</td>
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<td></td>
<td>b. analyse average and variances by the driver and by the route and highlight high/low values and anomalies;</td>
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<tr>
<td></td>
<td>c. generate periodic reports to monitor the use of allocated petroleum products.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th><strong>Vehicle maintenance</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>The system shall be able to create, maintain a record and provide alert two (2) weeks ahead for a. to c.:</td>
</tr>
<tr>
<td></td>
<td>a. Vehicle due for maintenance/servicing in accordance with the preventive plan;</td>
</tr>
<tr>
<td></td>
<td>b. Scheduled repairs and part’s replacement identified;</td>
</tr>
<tr>
<td></td>
<td>c. Driver license expiration for renewal;</td>
</tr>
<tr>
<td></td>
<td>d. Accident (if any) for each vehicle with detailed information (repairs and related cost).</td>
</tr>
</tbody>
</table>

The system shall also be able to record information on the job card: maintenance, servicing, and repairs and mechanic’s detailed information and provide monthly vehicle’s performance reports (maintenance and frequent repairs with related cost, part’s replacement cost, fuel consumption etc.)

<table>
<thead>
<tr>
<th></th>
<th><strong>Vehicle Operational Management</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>The system shall be able to create and maintain record on:</td>
</tr>
<tr>
<td></td>
<td>a. Requisition of vehicle which captures the date and time, purpose of request, user details (Name/Position/Department); receipt of request by Transport officer and approval by HOD, status of request;</td>
</tr>
<tr>
<td></td>
<td>b. Assignment of vehicle from start to end (date, time, driver ID, location, kilometers/mileage and fuel);</td>
</tr>
</tbody>
</table>

The system shall also be able to provide monthly reports on vehicle operational usage.
6. **Administration and security**  
The system shall be able to:  
   a. Remote shut down vehicle immobilizer by SMS or System command;  
   b. Existing Application Programming Interfaces (API) to enhance further integration Capability;  
   c. Users to be prompted to enter/change their own password, prompt for password change, login, and allow for password to expire after a period of time without use;  
   d. Ability to load AfCFTA logo on the application interface;  
   e. Ability to create different accounts for all staff, integration with Active Directory (AD) for authentication and authorization, also can create different user roles for them, create user profiles and attach appropriate user roles;  
   f. Send an instant security alert to system Administrators to turn off the vehicle’s engine remotely during e.g. car theft;  
   g. Cloud-based software providers must understand the need for cybersecurity and data encryption and are always working to mitigate the latest security threats.

1. **System and User Generation Reports**  
The system shall provide information in the form of Excel etc. on vehicle performance for each AfCFTA vehicle to assist management to analyse the effect of running expenses and shall also provide key event reports to monitor vehicle and driver behaviour to ensure their safety.

**B. REQUIREMENT FOR GPS AND TRACKING SYSTEM**

**1.1 Vehicle and Driver Tracking System Requirements**

The table below depicts the minimum requirement mandatory for the Vehicle Tracking device and associated software to be installed on the vehicles.

**Table 1.1: Vehicle Tracking Technical Requirement**

<table>
<thead>
<tr>
<th>Ability to provide:</th>
<th></th>
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</thead>
<tbody>
<tr>
<td>1. Real-time (24/7 tracking with GPS to locate vehicles accurately)</td>
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<tr>
<td>2. Panic button in the event of an emergency to notify the control room and monitoring centre.</td>
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<tr>
<td>3. Built-in antenna to ensure GPS signal and avoid tampering with hardwired voice functionality.</td>
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<tr>
<td>4. Bi-directional voice communication whereby the controller can call in and communicate with the driver.</td>
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<tr>
<td>5. The system must send an instant security alert if the vehicle is being tampered, with to allow system Administrator to turn off the engine remotely.</td>
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<tr>
<td>6. Built-in impact detection to notify when the vehicle has an accident.</td>
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<tr>
<td>“Black box data” for accident analysis.</td>
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<tr>
<td>7. Wired driver tag / magnetic ID for identification.</td>
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<tr>
<td>8. <strong>Over Speeding:</strong> In the vehicle speed buzzer alerts the driver when speeding above a specified threshold.</td>
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<tr>
<td>9. <strong>Geofence:</strong> Setting boundaries and points of interest for vehicles. The system will prompt the Administrator when the driver enters or leaves these boundaries.</td>
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<tr>
<td>10. <strong>Idling:</strong> The system should check and alert if the ignition key remains in power where vehicle is stationed beyond the provided limit and reports.</td>
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<tr>
<td>11. <strong>Integration of Google Map:</strong> The system has to be able to provide a google map key.</td>
<td></td>
</tr>
</tbody>
</table>
Device to monitor driver behaviour:
- Speeding
- Harsh braking
- Harsh acceleration
- Harsh turning
- Over reviving

Value Addition:
- The system should be able to monitor fuel consumption.
- The ability to remotely disable driver identification in the vehicle so that it cannot start.

Provided hardware must have the ability to integrate with add-on solutions namely Video Telematics. The Video Telematics is to view real-time footage, accessible to historic event footage playback.

Table 1.2: System & User-Generated Reports

| All reports should be presented in Excel, CSV and PDF formats for easy use. |
| The system should have the capability and functionality to automate reports. |
| Full route history report includes geolocation, vehicle registration, start and end ODO, distance travelled, speed date and time, fuel consumption. |
| Ability to report on |
| 1. Duration Spend on Site |
| 2. Congestion and Tailgating |

Reports on Key Performance Indicators (KPI):

1. Vehicle and Driver Trip (Log Sheet)  
2. Total Distance covered (Travel Summary)  
3. Fuel Utilisation (Rate of Fuel Consumption – mileage/kilometer)  
4. Cost Per Kilometer (GHS/Km)  
5. Vehicle Utilisation  
6. Vehicle Availability  
7. Vehicle Downtime  
8. Vehicle Idling Time  
9. Engine Hours  
10. Geo-zone /Alerts  
11. Working Hours  
12. Temperature  
13. Usage  
14. Speeding  
15. Driver Behaviour  
16. Inactivity  
17. Exception List  
18. Engine Blocking and Panic Button  
19. Real-time Vehicle Status  
20. Breaking Predetermined Speed limits  
21. Harsh Braking, Acceleration and Cornering  
22. Unauthorized Trips

Executive Summary dashboard report shall be accessible on the dashboard which shall have the following but not limited to:

1. Vehicle active vs inactive – Vehicle reporting vs non-reporting.  
2. Driver Safety Score and Trends (includes all safety events such as speeding, harsh braking, harsh acceleration, excessive idling, harsh cornering/turn.  
3. Turnaround time exception – Kilometers driven.
4. **Functional Requirements**
The table below lists some functional requirements of the Tracking and Monitoring system.

**Table 1.3: Functional Requirement**

<table>
<thead>
<tr>
<th>Item</th>
<th>Requirement</th>
</tr>
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<tbody>
<tr>
<td><strong>Integration</strong></td>
<td>The system will also include the functionality to interface with some in-house systems and services to access certain data elements as defined in the functional requirements:</td>
</tr>
<tr>
<td></td>
<td>1. Ability to integrate with SAP financials and HRMS to maintain a record of payment of bills from AfCFTA-accredited garages (Taking into consideration the acceptable approval levels).</td>
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<tr>
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<td>2. Integrate with AfCFTA Mail (Outlook) to send emails and alerts for key events.</td>
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<td>3. Provide SMS alerts on phones (android, IOS and menu-based) to designated persons.</td>
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<td></td>
<td>4. Ability to integrate and synchronise with Active Directory to authenticate system users.</td>
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<tr>
<td><strong>Scalability</strong></td>
<td>The system shall:</td>
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<td>1. Be able to adapt to increased usage and handle more data over time.</td>
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<td>2. The system shall be flexible and customizable to suit the needs of the Transport Unit and have the capability to continually update and improve it.</td>
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<tr>
<td><strong>Usability</strong></td>
<td>The System shall be:</td>
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<td></td>
<td>Easy to navigate on various device types.</td>
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<tr>
<td><strong>Security</strong></td>
<td>i. The system shall maintain and monitor the audit trail of activities of users to ensure proper security.</td>
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<td>ii. User information such as personal contact, etc. should be protected and should not be accessible to unauthorised persons</td>
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<td>iii. The system should not allow a user to manipulate the application for their gain or bypass necessary means.</td>
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<td>iv. All communications with AfCFTA servers shall be over an encrypted channel.</td>
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<td></td>
<td>v. The system shall provide a user access matrix such as user groups and user permissions/rights so that users can only view certain vehicles or groups of vehicles per user group.</td>
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<td>vi. The system shall have the capability to take system and database backups and provide redundancy.</td>
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<td></td>
<td>viii. The system must be able to add and modify the user profile, and also manage their access privileges via roles. The systems should be able to assign one or more pre-defined roles to a user and perform grouping where a set of users are placed in a group. With this administrators can perform vehicle tracking for a group of vehicles and also view the report information for a group as a whole.</td>
</tr>
<tr>
<td><strong>Availability</strong></td>
<td>1. The system shall be available 24/7</td>
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<tr>
<td><strong>Hosting Platform and Software</strong></td>
<td>i. The Tracking Software shall be hybrid-based software and must allow for Google Maps, satellite and street view.</td>
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<td></td>
<td>ii. Must include the cost of the hosting of the servers and security-related subscription.</td>
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<tr>
<td>Item</td>
<td>Requirement</td>
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<tr>
<td>iii.</td>
<td>The cloud-based system must be hosted on a secure cloud server based.</td>
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<tr>
<td>iv.</td>
<td>A cloud-hosted software solution for fleet management provided through a Software as a Service (SaaS) model.</td>
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<tr>
<td>v.</td>
<td>Unlimited data storage with lifetime historical data.</td>
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<tr>
<td>vi.</td>
<td>All hosting, maintenance, hardware, software feature, and security patches must be received automatically.</td>
</tr>
<tr>
<td>vii.</td>
<td>The fleet management software must be capable of being hosted on-premises servers (privately-owned servers).</td>
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<tr>
<td>viii.</td>
<td>The functionality and benefits of locally hosted fleet management software must be comparable to those of cloud-based software.</td>
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<tr>
<td>ix.</td>
<td>AfCFTA’s core operational business software shall be on-premise and the associated server provided by the Service Provider.</td>
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<tr>
<td>x.</td>
<td>The software shall be web-based and utilise a centralised database.</td>
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<tr>
<td>xi.</td>
<td>Ability of the fleet management system solution to integrate with existing ICT infrastructure and work on MS Windows, Android, Linux, IOS or Mac environments.</td>
</tr>
</tbody>
</table>

**Rights to Code and Data**

| i. | AfCFTA as the client, shall retain all rights and ownership in the software product including but not limited to the right to license the product and may work to extend, enhance, or edit the system. |

**Project Implementation**

| i. | Provide the Implementation methodology, schedule, project plan and ability to manage a fleet of at least vehicles. |
| ii. | Provide User support, system manual and help facility available on the system (Manuals in English). |
| ii. | Provide fleet system enhancements and future upgrades at no additional cost. |

**Work/Past Experience**

| i. | Service providers should have five (5) years of experience in International and regional organisations. |
| ii. | Service provider must attach a copy of the company profile showing the capability to offer the above services. |
| iii. | Service providers must provide names and contacts of three (3) clients where similar projects have been successfully implemented and maintained. **Client recommendation is an added advantage.** |
| iv. | Service providers must submit a list of proposed staff teams by speciality, the tasks that would be assigned to each staff team member and the timings. |
| v. | Qualifications and competence of the key staff for the assignment Must be: |
| i) | **The Project Manager:** |
| a. | Must have a Degree in IT/Electrical related field (attach certificate). |
b. Five (5) years experience in the implementation and maintenance of a Fleet Management system.

ii) **Technical Personnel (Project Engineers)** - at least 1 per area of speciality.
   a. At least a Diploma in IT/Electrical related field (attach certificate).
   b. Three (3) years experience in the implementation and maintenance of Fleet Management systems.

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<th>Item</th>
<th>Requirement</th>
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<tbody>
<tr>
<td>Service Level Agreement</td>
<td>Provide Service Level Agreement details – min. 2 years</td>
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<td>1. Must specify support services</td>
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<td>2. Must state the response time to reported defects</td>
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<td>3. Must specify system reliability minimum of 99%</td>
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<td>4. Must specify warranty provisions</td>
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<td>5. System to provide online service</td>
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<td></td>
<td>6. 24 hours a day for the period of the contract</td>
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<tr>
<td>Warranty</td>
<td>3 years Full warranty including labour, support and replacement.</td>
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<tr>
<td>Training/Knowledge transfer</td>
<td>Training for at least three (3) technical administrators in the management of vehicle tracking and fleet management systems.</td>
</tr>
</tbody>
</table>

| Table 1.4.: Number of Vehicles to be Tracked |
| S/N | Make/Brand | No of cars |
| Saloon Car | 1. Mercedes Benz | 1 |
| TOYOTA – Pool cars | 2. Landcruiser Prado | 3 |
| | 3. RAV4 | 3 |
| | 4. LC 300 | 2 |
| | 5. Hilux | 2 |
| | 6. Hiace - High Roof | 1 |
| | 7. Coaster Bus | 1 |
| TOTAL = 13 |

1. Saloon Car: 1
2. Pool Car: 11
3. Bus: 1

*We confirm that we comply with the technical data ad required services as detailed above.*

**Authorised By:**

Signature: __________________________ Name: __________________________

Position: __________________________ Date: __________________________

Authorised for and on behalf of:

August 2023
ATTACHMENT 1 TECHNICAL EVALUATION METHODOLOGY

The technical bid will be evaluated as follows:

1. The importance of each of the technical features and skills will be assigned a weight on a scale of 0 - 4 as presented in the table below.

2. A rating will be assigned for each feature based on an assignment of how well the service provider’s proposed solution meets each technical requirement, on a scale of 0-4, as follows:
   - 0= unacceptable or absent: the feature is not present in the bid or does not meet the minimum requirement
   - 1= Poor: the feature is present but is not adequately described or lacks required content or functionality
   - 2= Fair: the feature meets the minimum requirements.
   - 3= Good: the features have some aspect which exceeds the minimum requirement.
   - 4= Excellent: the feature clearly has aspects which significantly exceed minimum requirements.

3. For each sub-criteria, the evaluation team will calculate a score by multiplying the quality rating number by the importance weight number.

4. The product of these two numbers will be entered in the final column.

Entries in the final column will be added, and each service provider’s score will be calculated as a percentage of the total points available. Each service provider’s score will be proportional to the maximum obtainable score (400).

The minimum technical score for the bid to be considered responsive and eligible for further evaluation is 80%.

The ratio of the technical and financial scores will be 80:20.
## Evaluation Categories and Weighting

<table>
<thead>
<tr>
<th>Item Clause Number</th>
<th>Description</th>
<th>Importance Weighting on a scale of 0-4</th>
<th>Rating of Proposed System on a scale of 0-4</th>
<th>Sub-total (weighting x rating)</th>
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<tbody>
<tr>
<td>1.</td>
<td>Fleet Data &amp; Requirement</td>
<td>4</td>
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<td>2.</td>
<td>Vehicle Title Certification and Statutory Renewal</td>
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<td>3.</td>
<td>Vehicle Fuel Management</td>
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<td>4.</td>
<td>Vehicle Maintenance</td>
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<td>5.</td>
<td>Vehicle Operational Management</td>
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<td>6.</td>
<td>Administration and Security</td>
<td>4</td>
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<td>7.</td>
<td>System and User Generation Reports</td>
<td>4</td>
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<td>8.</td>
<td>Vehicle Tracking</td>
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<td>9.</td>
<td>Device to monitor driver behaviour</td>
<td>4</td>
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<td>10.</td>
<td>Reports on Key Performance Indicators (KPI)</td>
<td>4</td>
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<td>11.</td>
<td>Capacity to execute the full scope within a limited period of time.</td>
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<td>12.</td>
<td>Integration</td>
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<td>13.</td>
<td>Scalability</td>
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<td>14.</td>
<td>Usability</td>
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<td>15.</td>
<td>Security</td>
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<td>16.</td>
<td>Availability</td>
<td>4</td>
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<td>17.</td>
<td>Hosting Platform and Software</td>
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<td>18.</td>
<td>Rights to Code and Data</td>
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<td>19.</td>
<td>Project Implementation</td>
<td>4</td>
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<td>20.</td>
<td>Work / Past Experience</td>
<td>4</td>
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<td>21.</td>
<td>Staffing capacity</td>
<td>4</td>
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<td>22.</td>
<td>Hotline Service</td>
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<td>23.</td>
<td>Service Level Agreement (SLA)</td>
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<td>24.</td>
<td>Warranty</td>
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<tr>
<td>25.</td>
<td>Training/Knowledge transfer</td>
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<tr>
<td><strong>Total</strong></td>
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<td><strong>400</strong></td>
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</tbody>
</table>
ATTACHMENT 2: POST QUALIFICATION EVALUATION METHODOLOGY

Post Qualification requirements for Service providers are:

a) Experience
   The Service provider must have
   i. For carrying out this assignment as a firm with experience in Fleet Management or similar assignments in the last five years, African experience will be an advantage; Ghana experience will be an added advantage.
   
   ii. The firm should also provide evidence of having implemented successfully at least three of such systems locally or in conditions similar to Ghana. The firm should demonstrate a successful Change Management strategy to drive the system used in a prior implementation.

b) Technical Capacity:
   The Proposer shall have sufficient experience in Fleet Management Systems with the ability of legacy systems integration with 3rd party applications and continued support.

c) Financial Capacity

(i) Minimum average annual turnover of USD30,000 calculated as total certified payments received for contracts in progress or completed within the last three (3) years ((2020, 2021 and 2022)).

(ii) Service providers are required to submit audited Financial Statement balance sheets and income statements for the last three 3 years (2020, 2021 and 2022) as part of their financial statements.

(iii) Demonstrate evidence of the firm’s liquidity in the form of cash flow, liquid assets and/or credit lines net of other ongoing commitments at the minimum required amount of USD16,000.

d) Manufacturer's Authorizations for Information Technologies - except for those technologies which the Service provider itself manufactures - are required for the following types/categories:
   • All Application Software
   • Fleet Management software
   • Any other 3rd party software/hardware used by a service provider for developing, customising and implementing of the fleet management.
Performance Security Form

A sample of an acceptable form of Performance Security is provided in the bidding document.

The Performance Security Form should not be completed by service providers at the time of their bid preparation. Only the successful Service provider will be required to provide the performance security in accordance with the format indicated.

**PERFORMANCE SECURITY - UNCONDITIONAL BANK GUARANTEE / FINANCIAL INSTITUTION BOND**

To: [name and address of Employer]

Whereas [name and address of Contractor] (hereinafter called “the Contractor”) has undertaken, in pursuance of Contract No. [procurement number] dated [date] to execute [name and Procurement Number of Contract and brief description of Works] (hereinafter called “the Contract”);

And whereas it has been stipulated by you in the said Contract that the Service Provider shall furnish you with a Bank Guarantee or financial institution bond by a recognised bank or financial institution for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

And whereas we have agreed to give the Service Provider such a Bank Guarantee or Financial Institution Bond;

Now, therefore, we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Service Provider, up to a total of [amount of Guarantee] [amount in words],\(^1\) such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of [amount of Guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Service Provider before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Non-Consulting Services to be performed thereunder or of any of the Contract documents which may be made between you and the Service Provider shall in any way release us from any liability under this Guarantee, and we hereby waive notice of any such change, addition, or modification.

This Guarantee shall be valid until a date 90 days from the date of issue of the Certificate of Completion.

Signature and seal of the Guarantor

\(^1\) An amount is to be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract, and denominated either in the currency(ies) of the Contract or in a freely convertible currency acceptable to the Employer.
Bank Guarantee or Financial Institution Bond Form for Advance Payment

A sample of an acceptable form of Bank Guarantee or Insurance Bond for Advance Payment is provided in the bidding document.

The Bank Guarantee or Financial Institution Bond Form for Advance Payment should not be completed by service providers at the time of their bid preparation. Only the successful Service provider will be required to provide the bank guarantee or Financial Institution Bond for advance payment in accordance with the format indicated.

TO: {Name and Address of Client}
{Name of Contract for Consultants’ Services}

Sir / Madam:

In accordance with the provisions of the above-mentioned Contract (hereinafter called “the Contract”), {name and address of Service Provider} (hereinafter called “the Service Provider”) shall deposit with African Continental Free Trade Area (AfCFTA) a bank or financial institution bond to guarantee their proper and faithful performance under the said provisions of the Contract in an amount of {amount of Guarantee}, {amount of Guarantee in words}.

We, the {bank or financial institution}, as instructed by the Service Provider, agree unconditionally and irrevocably to guarantee as primary obligor and not as Surety merely, the payment to African Continental Free Trade Area (AfCFTA) on his first demand without whatsoever right of objection on our part and without his first claim to the Service Provider, in the amount not exceeding {amount of Guarantee}, {amount of Guarantee in words}.

We further agree that no change or addition to or other modification of the terms of the Contract which may be made between the African Continental Free Trade Area (AfCFTA) and the Service Provider, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment under the Contract until {state date or conditionality for discharge of the bank guarantee or financial institution bond}.

Yours truly,

________________________________________
Name Signature and Seal

________________________________________
Name of Bank/Financial Institution

________________________________________
Address

________________________________________
Date

August 2023
PURCHASE ORDER

Procurement Number: AfCFTA/AHRMD/NC/2023/0003

To: [Name and Address of Service provider]
…………………………………………………………………………………………………….
…………………………………………………………………………………………………..
…………………………………………………………………………………………………..

Your proposal reference [reference number] dated [date of proposals] is accepted and you are
required to perform the services [amend as appropriate] as detailed in the attached Schedule of
Requirements against the terms specified below. This order is subject to the African Union General
Conditions of Contract for Purchase Orders, except where modified by the terms stated below.

TERMS OF THIS PURCHASE ORDER:

1) Contract Sum: The Contract Sum is [state contract sum and currency].

2) Completion Period: The services performed within …………. days from the date of Advance
payment.

3) Warranty: The warranty/guarantee period is: ………………..months.

4) Performance: The services provided at the AfCFTA Secretariat, Africa Trade House,
Ambassadorial Enclave, Liberia Road, Ridge, Accra – Ghana.

5) Contact Person: Enquiries and documentation should be addressed to:

  Jessica Koko Lawson
  The Head of Procurement & Travel Unit
  African Continental Free Trade Area (AfCFTA)

  Location: African Trade House
  Ambassadorial Enclave
  Liberia Road, Ridge, Accra – Ghana

6) Payment to Service provider:
Payment will be made within sixty (60) days as follows:

   • Advance Payment

   Twenty Percent (20%) of the Contract Price shall be paid within ten (10) days upon
submission of a bank guarantee equal to the amount and valid until acceptance and
handover of the assignment within two (2) weeks from the date of Purchase Order.

   • On Installation, Training and Acceptance

   Fifty Percent (50%) of the Contract Price shall be paid within ten (10) days upon
submission of the acceptance certificate and invoice for the installation of all the GPS
modules in all cars, the application in dedicated laptops and the training of all concerned staff within **thirty (30)** days from the date of advance payment.

- **End of the Project**

  Twenty Percent (20%) payment shall be made within ten (10) days upon submission and acceptance certificate and invoice at the end of the Project within **forty-five (45)** days from the date of advance payment.

- **Final Payment**

  Ten Percent (10%) payment shall be made within ten (10) days upon submission and acceptance of the performance completion certificate after three (3) months from the date of advance payment.

7) **Appendices**: The following documents attached as appendices form part of this Contract:

- Schedule of Requirements;
- African Union General Conditions of Contract for Purchase Orders;
- Manufacturers/Producer Authorisation/License from the product owner or Reseller Rights

**Purchase Order Prepared by:**

Signature: ................................. Name: .................................

Position: ........................................ Date: .........................

**Purchase Order Authorised by:**

Signature: ................................. Name: .................................

Position: ........................................ Date: .........................
The African Union – General Conditions of Contract (GCC) for Purchase Orders

1. Definitions
1.1 The following terms shall be interpreted as indicated:

(a) “Contract” means the Purchase Order issued by the Purchaser, based on the schedule of requirements, technical specifications, plans, drawings and other documents in the invitation issued by the Purchaser, and the quotation submitted by the Supplier.

(b) “Contract Price” means the price payable to the Supplier under the Purchase Order for the full and proper performance of its contractual obligations.

(c) “Goods” means the equipment, machinery, items, commodities and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.

(d) “Purchaser” means the office of the African Union Commission purchasing the Goods, Works, or Services, as named in the Purchase Order.

(e) “Services” means the professional, technical, advisory, or maintenance obligations of the Supplier under a Contract for the provision of Services.

(f) “Supplier” means the individual or firm supplying the Goods, Works, or Services, as named in the Purchase Order.

(g) “Works” means the construction, installation, and related activities required under a Contract for the provision of Works as defined in the Schedule of Requirements.

2. Country of Origin
2.1 All Goods, Works and Services supplied under the Contract shall have their origin in eligible countries and territories. Eligible countries shall include all member states of the United Nations.

3. Standards
3.1 The Goods, Works and Services supplied under the Contract shall conform to all standards and requirements in the Schedule of Requirements, technical specifications, plans, drawings, terms of reference or other documents forming part of the Contract.

4. Patent Rights
4.1 The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods, output of the services, performance of the works, or any part thereof to the Country specified for delivery.

5. Warranty
5.1 The Supplier warrants that goods and materials supplied under the Contract are new, unused, of the most recent or current models, and incorporate all recent improvements in design and materials.

5.2 The Supplier warrants that all Works and Services performed under the contract shall be of the highest professional and technical standards.

5.3 Warranties shall remain valid for twelve (12) months after final acceptance of the Goods or Works by the Purchaser, unless specified otherwise in the Contract.

5.4 The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty, and on receipt of such notice, the Supplier shall, with all reasonable speed, repair or replace the defective goods, works or parts thereof, without costs to the Purchaser.

5.6 If the Supplier, having been notified, fails to remedy any defect within the period specified in the contract documents, the Purchaser may proceed to take remedial action at the Supplier’s risk and expense.

6. Insurance
6.1 Goods supplied under the Contract shall be fully insured by the Supplier against loss or damage up to the point of delivery and acceptance by the Purchaser.

6.2 For Works contracts, the Supplier shall maintain insurance cover, from the Start Date to the end of the Defects Liability Period, for the following events:

(a) loss of or damage to the Works, Plant, and Materials;

(b) loss of or damage to Equipment;

(c) loss of or damage to other property in connection with the Contract; and

(d) personal injury or death.

6.3 For Services contracts the Supplier shall maintain:

(a) public liability insurance;

(b) third party insurance;

(c) professional liability insurance, where appropriate;

(d) employer’s liability and workers’ compensation insurance in respect of the personnel of the Supplier and of any sub-contractor.

7. Packing
7.1 The Supplier shall provide such packing of Goods as necessary to prevent damage or deterioration during transit to their final destination. The packing shall be sufficient to withstand rough handling and exposure to extreme temperatures, salt and precipitation during transit, and open storage.

7.2 Packing, marking, and documentation within and outside the packages shall comply with any requirements expressly provided for in the Schedule of Requirements.

8. Delivery
8.1 Delivery of Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements.

8.2 The terms “EXW,” “CIF,” “CIP,” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of Incoterms published by the International Chamber of Commerce, Paris.

9. Transportation
9.1 Where the Supplier is required under the Contract to transport Goods to a specified place of destination, transport, including insurance and storage, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.

10. Inspections and Tests
10.1 The Purchaser or its representative shall have the right to inspect and/or to test the Goods, Works or Services to confirm their conformity to the Contract at no extra cost to the Purchaser.

10.2 Inspections and tests may be conducted at the premises of the Supplier or its subcontractor(s), at the point of delivery, and/or at the project site. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance shall be furnished to the inspectors at no charge to the Purchaser.

10.3 Should any inspected or tested goods, works or services fail to conform to the Specifications, the Purchaser may reject the Goods, Works or Services and the Supplier shall either replace or make alterations necessary to meet specification requirements free of cost to the Purchaser.

11. Payment
11.1 The Supplier’s request for payment shall be made to the Purchaser by submission of an invoice describing, as appropriate, the goods delivered, works completed or services performed.

11.3 Payments shall be made promptly by the Purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the Supplier and the issue of a formal inspection report.

11.4 Payments shall be made in the currency specified in the Request for Quotation or Invitation for Bids unless otherwise stated in the Purchase Order.

12. Prices
12.1 Prices charged by the Supplier for goods delivered and works or services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid.

13. Termination for Default
13.1 The Purchaser may terminate this Contract in whole or in part without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier:

(a) if the Supplier fails to deliver any part of or all of the goods or to perform the works or services within the period specified in the Contract, or within any extension thereof granted by the Purchaser; or

(b) if the Supplier fails to perform any other obligation(s) under the Contract.

(c) if the Supplier, in the judgment of the Purchaser, has engaged in corrupt or fraudulent, collusive, coercive or obstructive practices in competing for or in executing the Contract.

For the purpose of this Clause:

“corrupt practice” means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;

“fraudulent practice” means any act or omission including a misrepresentation that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
The African Union – General Conditions of Contract (GCC) for Purchase Orders

“collusive practice” means an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

“coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

“obstructive practice” means deliberately destroying, falsifying, altering or concealing of evidence material to any investigation or making false statements to investigators in order to materially impede any investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation;

13.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 15.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the Supplier may be liable to the Purchaser for any excess costs for such similar goods, works or services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

14. Settlement of Disputes

14.1 If any dispute or difference of any kind whatsoever shall arise between the Purchaser and the Supplier in connection with or arising out of the Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

14.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration proceedings as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

14.3 Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the goods or performance of the works or services under the Contract.

14.4 Arbitration proceedings shall be conducted in accordance with the rules of procedure of an authorised arbitration service agreed between the parties to the contract.

14.5 Notwithstanding any reference to arbitration herein,

(a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and

(b) the Purchaser shall pay the Supplier any monies due to the Supplier that are not subject of arbitration.

15. Limitation of Liability

15.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to GCC Clause 4,

(a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs; and

(b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

16. Governing Language

16.1 The Governing Language of the Contract shall be English.

17. Taxes and Duties

17.1 The African Union (AU) and its organs are exempted from all direct taxes and are exempted from customs duties in respect of articles imported or exported for its official use in conformity with the General Convention on Privileges and Immunities. Accordingly the Supplier authorises AU to deduct from the Supplier’s invoice any amount representing such taxes or duties charged to the African Union by the Supplier. In the event that any taxing authority refuses to accept the African Union’s exemption from such taxes or duties, the Supplier shall immediately consult with the AU.

17.2 A Supplier shall be responsible for obtaining exemption for the African Union of all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser, unless otherwise agreed in writing by the AU.
Manufacturer’s Authorization Form

Date:

To: [name of the Purchaser]

WHEREAS [name of the Manufacturer] who are established and reputable manufacturers of [name and/or description of the goods] having factories at [address of factory]

I hereby authorise [name and address of Agent] to submit a Proposal, and subsequently negotiate and sign the Contract with you against Procurement No. [reference of the Request for Proposals] for the above goods manufactured by us.

We hereby extend our full guarantee and warranty as per Clause 5 of the General Conditions of Contract for purchase order for the goods offered for supply by the above firm against this Request for Proposals.

____________________________________________________
___ [signature for and on behalf of Manufacturer]

Note: This letter of authority should be on the letterhead of the Manufacturer and should be signed by a person competent and having the power of attorney to bind the Manufacturer. It should be included by the Service Providers in its Proposals.
Performance Security Form

A sample of an acceptable form of Performance Security is provided in the bidding document.

The Performance Security Form should not be completed by bidders at the time of their bid preparation. Only the successful Bidder will be required to provide the performance security in accordance with the format indicated.
PERFORMANCE SECURITY - UNCONDITIONAL BANK GUARANTEE

To: [name and address of Employer]

Whereas [name and address of Contractor] (hereinafter called “the Contractor”) has undertaken, in pursuance of Contract No. [procurement number] dated [date] to execute [name and Procurement Number of Contract and brief description of Works] (hereinafter called “the Contract”);

And whereas it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognised bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

And whereas we have agreed to give the Contractor such a Bank Guarantee;

Now therefore we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of [amount of Guarantee] [amount in words], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of [amount of Guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed thereunder or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this Guarantee, and we hereby waive notice of any such change, addition, or modification.

This Guarantee shall be valid until a date 90 days from the date of issue of the Certificate of Completion.

Signature and seal of the Guarantor

Name of Bank

Address

Date

---

2 An amount is to be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract, and denominated either in the currency(ies) of the Contract or in a freely convertible currency acceptable to the Employer.