

AFRICAN UNION

الاتحاد الأفريقي



UNION AFRICAINE

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African Union

Standard Bidding Documents

REQUEST FOR PROPOSALS

**FOR THE SUPPLY AND INSTALLATION OF
GLOBAL POSITIONING SYSTEM (GPS) VEHICLE
TRACKING DEVICES FOR THE AFRICAN UNION
COMMISSION**

Procurement Number: AUC/AFMD/NC/001

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Section 1. Letter of Invitation

1. The African Union Commission has received funds from its Member States and intends to apply a portion of this funding to eligible payments under this Contract, reference number **AUC/AFMD/NC/001**

2. The African Union Commission now invites Technical and financial proposals to provide the following consulting services: **FOR THE SUPPLY AND INSTALLATION OF GLOBAL POSITIONING SYSTEM (GPS) VEHICLE TRACKING DEVICES.**

More details on the services are provided in the attached Terms of Reference.

3. A firm will be selected under the Quality and Cost Based Selection method and procedures described in this RFP.

5. The RFP includes the following documents:

Section 1 - Letter of Invitation

Section 2 - Information to Consultants

Section 3 –Data sheet

Section 4 - Technical Proposal - Standard Forms

Section 5 - Financial Proposal - Standard Forms

Section 6 - Terms of Reference

Bid Validity: Proposals should be valid for at least 90 Calendar days from the bid closing date.

Bid Opening: Received bids will be opened immediately after the bid closing deadline, at 15:00 hours Addis Ababa Local Time on *[2 July 2021]* in the presence of bidders or bidders' representatives who choose to attend virtually the bid opening session for which the link shall be shared with all bidders in advance. Late bids will be rejected, and the concerned bidders shall be informed accordingly.

Bid Submission Modalities and Submission Deadline: This is a TWO separate electronic folders bidding. Bidders should ensure that the Technical and Financial proposals are enclosed in **TWO** separate electronic folders clearly indicating the title and Procurement number.

- Due to Covid-19 safety precautions, bidders will be required to submit bids ELECTRONICALLY.
- Technical and Financial Bids must be in PDF format.
- Documents should be submitted ELECTRONICALLY to the below address:
African Union Commission
Procurement, Travel & Stores Division
Headquarters, Roosevelt Street,

Section 2. Information to Consultants

P.O. Box3243
Addis Ababa, Ethiopia
Tel+251115517700 ext4305, 4308
Fax +251115517844
Email: tender@africa-union.org

- During bid submission, bidders are required to secure their electronic Financial Proposals with appropriate Password which will be communicated officially upon request (at the time of financial bid opening) by the AUC.
- **Proposals must be submitted no later than Friday 2nd July 2021 at 15:00hours.**

Clarification Requests: Clarification requests should be in writing, addressed to **tender@africa-union.org** and cc: **DominicN@africa-union.org**

Section 2. Information to Consultants

1. Introduction

- 1.1 The Client named in the Data Sheet will select a firm from those listed in the Letter of Invitation, in accordance with the method of selection specified in the Data Sheet.
- 1.2 The companies are invited to submit a Technical Proposal and a financial proposal, , as specified in the Data Sheet for consulting services required for the assignment named in the Data Sheet. The proposal will be the basis for contract negotiations and ultimately for a signed contract with the selected firm.
- 1.3 The assignment shall be implemented in accordance with any phasing indicated in the Data Sheet. When the assignment includes several phases, the performance of the consultant under each phase must be to the Client's satisfaction before work begins on the next phase.
- 1.4 The companies must familiarize themselves with local conditions and take them into account in preparing their proposals. To obtain firsthand information on the assignment and on the local conditions, Attending any specified pre-proposal conference is optional. The firm's representative should contact the officials named in the Data Sheet to arrange for their visit or to obtain additional information on any pre-proposal conference. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.
- 1.5 The Client will provide the inputs specified in the Data Sheet, assist the firm in obtaining licenses and permits needed to carry out the services, and make available relevant project data and reports.
- 1.6 Note that: (i) the costs of preparing the proposal and of negotiating the contract, including a visit to the Client, are not reimbursable as a direct cost of the assignment; and (ii) the Client is not bound to accept any of the proposals submitted.
- 1.7 African Union policy requires Companies to provide professional, objective, and impartial advice, and at all times hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests. Companies shall not be hired for any assignment that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of not being able to carry out the assignment in the best interests of the Client.
 - 1.7.1 Without limitation on the generality of this rule,

Companies shall not be hired under the circumstances set forth below:

- (a) Conflict between consulting activities and procurement of goods, works or services: A firm that has been engaged to provide goods, works, or services for a project, and each of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services. Conversely, a firm hired to provide GPS (Vehicle Tracing system) services for the preparation or implementation of a project, and each of its affiliates, shall be disqualified from subsequently providing goods, works or services resulting from or directly related to the firm's consulting services for such preparation or implementation.
- (b) Conflict among consulting assignments: Neither consultants companies (including their personnel and sub-consultants) nor any of their affiliates shall be hired for any assignment that, by its nature, may be in conflict with another assignment of the consultants.
- (c) Relationship with AUC staff: Companies (including its personnel and sub-consultants) that have a business or family relationship with a member of AUC staff (or of the Client staff, or of a beneficiary of the assignment) who are directly or indirectly involved in any part of: (i) the preparation of the TOR of the contract, (ii) the selection process for such contract, or (iii) supervision of such contract may not be awarded a contract.

1.7.2 As indicated in paragraph 1.7.1 (a) above, companies may be hired for downstream work, when continuity is essential, in which case this possibility shall be indicated in the Data Sheet and the factors used for the selection of the companies should take the likelihood of continuation into account. It will be the exclusive decision of the Client whether or not to have the downstream assignment carried out, and if it is carried out, which company will be hired for the purpose.

1.7.3 In the event of 1.7.2. and in order to ensure fairness and transparency in the selection process, it is required that companies or their affiliates competing for a specific assignment do not derive a competitive advantage from having provided GPS (Vehicle Tracking System) services related to the assignment in question. To that end, all information that would in that respect give a Company a

competitive advantage shall be made available to all the short-listed Companies together with the request for proposals.

1.8 The African Union requires that Officers of the AU, as well as Bidders/ Suppliers/ Contractors/ Consultants, observe the highest standard of ethics during the procurement and execution of such contracts.¹ In pursuance of this policy the AU:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) “corrupt practice”² is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
 - (ii) “fraudulent practice”³ is 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;
 - (iii) “collusive practice”⁴ is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - (iv) “coercive practice”⁵ is 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;
 - (v) “obstructive practice” is 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;

¹ In this context, any action taken by a bidder, supplier, contractor, sub-contractor or consultant to influence the procurement process or contract execution for undue advantage is improper.

² “another party” refers to an officer of the AU acting in relation to the procurement process or contract execution. In this context, “officer of the AU” includes staff and employees of other organisations taking or reviewing procurement decisions.

³ a “party” refers to any officer of the AU; the terms “benefit” and “obligation” relate to the procurement process or contract execution; and the “act or omission” is intended to influence the procurement process or contract execution.

⁴ “parties” refers to any participants in the procurement process (including officers of the AU) attempting to establish bid prices at artificial, non competitive levels.

⁵ a “party” refers to any participant in the procurement process or contract execution.

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;

- (b) will reject a recommendation for award of contract if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question;
- (c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded an African Union financed contract if it at any time determines that the firm has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for, or in executing, an African Union financed contract.

1.9 Companies shall not be under a declaration of ineligibility for corrupt, fraudulent, collusive, coercive or obstructive practices issued by the AUC in accordance with the above sub-paragraph 1.8.

1.10 Companies shall furnish information as described in the Financial Proposal submission form (Section 4A) on commissions and gratuities, if any, paid or to be paid to agents relating to this proposal, and to execute the work if the firm is awarded the contract.

1.11 Companies shall be aware of the provisions on fraud and corruption stated in the Standard Contract under the clauses indicated in the Data Sheet.

2. Clarification and Amendment of RFP Documents

2.1 Companies may request a clarification of any of the RFP documents up to the number of days indicated in the Data Sheet before the proposal submission date. Any request for clarification must be sent in writing by mail, facsimile, or electronic mail to the Client's address indicated in the Data Sheet. The Client will respond by facsimile, courier or electronic mail to such requests and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all invited companies who intend to submit proposals.

2.2 At any time before the submission of proposals, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by an invited firm, amend the RFP. Any amendment shall be issued in writing through addenda. Addenda shall be sent by mail, facsimile, or electronic mail to all invited

companies and will be binding on them. The Client may at its discretion extend the deadline for the submission of proposals.

- 3. Preparation of Proposal**
- Technical Proposal**
- 3.1 Companies are requested to submit a proposal (paragraph 1.2) written in the language(s) specified in the Data Sheet.
- 3.2 In preparing the Technical Proposal, companies are expected to examine the documents constituting this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a proposal.
- 3.3 While preparing the Technical Proposal, companies must give particular attention to the following:
- (i) If a Company considers that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or other consultants or entities in a joint venture or sub-consultancy, as appropriate. Companies may associate with the other companies invited for this assignment only with approval of the Client as indicated in the Data Sheet. Companies must obtain the approval of the Client to enter into a joint venture with companies not invited for this assignment. The companies are encouraged to seek the participation of local companies by entering into a joint venture with, or subcontracting part of the assignment to companies who are Nationals of African Union Member States.
 - (ii) For assignments on a staff-time basis, the estimated number of professional staff-months is given in the Data Sheet. The proposal shall, however, be based on the number of professional staff-months estimated by the firm. For fixed-budget-based assignments, the available budget is given in the Data Sheet, and the Financial Proposal shall not exceed this budget.
 - (iii) It is desirable that the majority of the key professional staff proposed be permanent employees of the firm or have an extended and stable working relationship with it.
 - (iv) Proposed professional staff must, at a minimum, have the experience indicated in the Data Sheet, preferably working under conditions similar to those prevailing in the Country specified for Performance of the Services.
 - (v) Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.

- (vi) Reports to be issued by the companies as part of this assignment must be in the language(s) specified in the Data Sheet.

3.4 The Technical Proposal shall provide the following information using the Standard Forms attached in Section 4:

- (i) A brief description of the firm's organization and an outline of recent experience on assignments (Section 4B) of a similar nature. For each assignment, the outline should indicate, inter-alia, the profiles of the staff proposed, duration of the assignment, contract amount, and the firm's involvement.
- (ii) Any comments or suggestions on the Terms of Reference and on the data, a list of services, and facilities to be provided by the Client (Section 4C).
- (iii) A description of the methodology and work plan for performing the assignment (Section 4D).
- (iv) The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member, and their timing (Section 4E).
- (v) CVs recently signed by the proposed professional staff and the authorized representative submitting the proposal (Section 4F). Key information should include number of years working for the firm/entity and degree of responsibility held in various assignments during the last ten (10) years.
- (vi) Estimates of the total staff input (professional and support staff; staff time) needed to carry out the assignment, supported by bar-chart diagrams showing the time proposed for each professional staff team member (Sections 4E and 4G).
- (vii) A detailed description of the proposed methodology, staffing, and monitoring of training, if the Data Sheet specifies training as a major component of the assignment.
- (viii) Any additional information requested in the Data Sheet.

3.5 The Technical Proposal shall not include any financial information.

**Financial
Proposal**

3.6 In preparing the Financial Proposal, companies are expected to take into account the requirements and conditions outlined in the RFP documents. The Financial Proposal should follow the

Standard Forms in Section 5. These list all costs associated with the assignment, including (a) remuneration for staff, (foreign and local, in the field and at headquarters); and (b) reimbursable expenses such as subsistence (per diem, housing), transportation (international and local, for mobilization and demobilization), services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of documents, surveys, and training, if it is a major component of the assignment. Where appropriate, these costs should be broken down by activity, and, if appropriate, into foreign and local expenditures.

- 3.7 The Financial Proposal shall include all the costs the company incurs to provide the services (including travel expenses, translation, printing and the taxes the consultant pays for its business requirements by the law of the domicile country of the consultant), but shall exclude all local taxes levied within African Union Member States on the invoice issued by the consultant (such as local sales tax, services tax or withholding tax).
- 3.8 Companies may express the price of their services in any freely convertible currency. The companies may not use more than three foreign currencies. The Client may require companies to state the portion of their price representing local costs in the Currency of the Country specified for performance of the Services if so indicated in the Data Sheet.
- 3.9 Commissions and gratuities, if any, paid or to be paid by companies and related to the assignment will be listed in the Financial Proposal submission form (Section 5A).
- 3.10 The Data Sheet indicates how long the proposals must remain valid after the submission date. During this period, the company is expected to keep available the professional staff proposed for the assignment. The Client will make its best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, the consultants who do not agree have the right not to extend the validity of their proposals.

4. Submission, Receipt, and Opening of Proposals

- 4.1 The original proposal (Technical Proposal and, if required, Financial Proposal; see paragraph 1.2) shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialed by the persons or person signing the proposal.
- 4.2 An authorized representative of the firm initials all pages of the proposal. The representative's authorization is confirmed by a written power of attorney accompanying the proposal.

- 4.3 For each proposal, the firm shall prepare the number of copies indicated in the Data Sheet. Each Technical Proposal and Financial Proposal shall be marked “Original” or “Copy” as appropriate. If there are any discrepancies between the original and the copies of the proposal, the original will govern.
- 4.4 This is a TWO separate electronic folders bidding. Bidders should ensure that the Technical and Financial proposals are enclosed in TWO separate electronic folders clearly indicating the title and Procurement number.
- 4.5 The completed Technical and Financial Proposals must be delivered at the submission address/ email on or before the time and date stated in the Data Sheet. Any proposal received after the closing time for submission of proposals shall be returned unopened.
- 4.6 After the deadline for submission of proposals, the Technical Proposal shall be opened immediately by the Bid Opening Committee. The Financial Proposal shall remain sealed and retained securely until all submitted proposals are opened publicly.
- 4.7 The Firm may withdraw its Proposal after the Proposal’s submission, provided that the written notice of the withdrawal is received by the Client prior to the deadline prescribed for submission of Proposals. The Firms’ withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of clause Deadline for Submission of Proposals. The withdrawal notice may also be sent by telex or fax but followed by a signed confirmation copy. No Proposal may be modified subsequent to the deadline for submission of proposals. No Proposal may be withdrawn in the Interval between the deadline for submission of proposals and the expiration of the period of proposal validity specified by the firm on the Proposal Submission Form.

5. Proposal Evaluation

General

- 5.1 From the time the bids are opened to the time the contract is awarded, if any consultant wishes to contact the Client on any matter related to its proposal, it should do so in writing at the address indicated in the Data Sheet. Any effort by the firm to influence the Client in proposal evaluation, proposal comparison or contract award decisions may result in the rejection of the consultant’s proposal.
- 5.2 Evaluators of Technical Proposals shall have no access to the

Financial Proposals until the technical evaluation is completed.

- Evaluation of Technical Proposals**
- 5.3 The evaluation committee appointed by the Client, as a whole, and each of its members individually, will evaluate the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria (typically not more than three per criteria), and point system specified in the Data Sheet. Each responsive proposal will be given a technical score (St). A proposal shall be rejected if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet.
- 5.4 In the case of Quality-Based Selection, Selection Based on firm's Qualifications, and Single-Source Selection, the highest ranked firm, or the firm selected on a single-source basis, is invited to negotiate a contract on the basis of the Technical Proposal and the Financial Proposal submitted in accordance with the instructions given in paragraph 1.2 and the Data Sheet.
- Public Opening and Evaluation of Financial Proposals: Ranking (QCBS, Fixed-Budget, and Least-Cost Selection Methods Only)**
- 5.5 After the evaluation of technical quality is completed, the Client shall notify those consultants whose proposals did not meet the minimum qualifying score or were considered non-responsive to the RFP and Terms of Reference, indicating that their Financial Proposals will be returned unopened after completing the selection process. The Client shall simultaneously notify the consultants that have secured the minimum qualifying score, indicating the date and time set for opening the Financial Proposals. The opening date shall not be sooner than two weeks after the notification date. The notification may be sent by registered letter, facsimile, or electronic mail.
- 5.6 The Financial Proposals shall be opened publicly in the presence of the consultants' representatives who choose to attend. The name of the consultant, the technical scores, and the proposed prices shall be read aloud and recorded as the Financial Proposals are opened. The Client shall prepare minutes of the public opening.
- 5.7 The evaluation committee will determine whether the Financial Proposals are complete (i.e., whether they have costed all items of the corresponding Technical Proposals; if not, the Client will cost them and add their cost to the initial price), correct any computational errors, and convert prices in various currencies to the single currency specified in the Data Sheet. The official selling rates used, provided by the source indicated in the Data Sheet, will be those in effect on the date indicated in the Data Sheet. The evaluation shall exclude those taxes, duties, fees, levies, and other charges imposed that are subject to the African Union exemption on the payment of taxes and duties, and estimated as per paragraph 3.7.

- 5.8 In case of QCBS, the lowest priced Financial Proposal (F_m) will be given a financial score (S_f) of 100 points. The financial scores (S_f) of the other Financial Proposals will be computed as indicated in the Data Sheet. Proposals will be ranked according to their combined technical (S_t) and financial (S_f) scores using the weights (T = the weighting for the Technical Proposal; P = the weighting for the Financial Proposal as indicated in the Data Sheet. $T + P = 1$); The firm achieving the highest combined technical and financial score using the formula:

$$S = S_t \times T\% + S_f \times P\%$$

will be invited for negotiations.

- 5.9. In the case of Fixed-Budget Selection, the Client will select the firm that submitted the highest ranked Technical Proposal within the indicated budget price. Proposals that exceed the indicated budget will be rejected. In the case of the Least-Cost Selection, the Client will select the lowest evaluated cost proposal among those that passed the minimum technical score. The selected firm will be invited for negotiations.

6. Negotiations

- 6.1 Negotiations will be held at the address indicated in the Data Sheet. The aim is to reach agreement on all points and sign a contract.
- 6.2 Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work-plan), staffing, and any suggestions made by the firm to improve the Terms of Reference. The Client and firm will then agree final Terms of Reference, staffing, and bar charts indicating activities, staff, periods in the field and in the home office, staff-months, logistics, and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the “Description of Services” and form part of the contract. Special attention will be paid to getting the most the firm can offer within the available budget and to clearly defining the inputs required from the Client to ensure satisfactory implementation of the assignment.
- 6.3 Financial negotiations will reflect agreed technical modifications in the cost of the services, and will include a clarification of the firm’s tax liability (if any) in the Country specified for performance of the Services, and the manner in which it will be reflected in the contract. The financial negotiations will not normally involve either the remuneration rates for staff (no breakdown of fees), or other proposed unit rates under QCBS, Fixed-Budget Selection, or the Least-Cost Selection methods. For other methods of selection, an Appendix will be provided for the firm to explain the required information on remuneration rates.

- 6.4 Having selected the firm on the basis including an evaluation of proposed key professional staff, the Client expects to negotiate a contract on the basis of the experts named in the proposal. Before contract negotiations, the Client will require assurances that the proposed experts will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that key staff were offered in the proposal without confirming their availability, the firm may be disqualified.
- 6.5 The negotiations will conclude with a review of the draft form of the contract. On completion of negotiations, the Client and the firm will initial the agreed contract. If negotiations fail, the Client will invite the firm whose proposal received the second highest score to negotiate a Contract.
- 7. Award of Contract**
- 7.1 The contract will be awarded following negotiations. After negotiations are completed, the Client will promptly notify other consultants on the shortlist that they were unsuccessful and return the unopened Financial Proposals of those consultants who did not pass the technical evaluation (paragraph 5.3).
- 7.2 The firm is expected to commence the assignment on the date and at the location specified in the Data Sheet.
- 8. Confidentiality**
- 8.1 Information relating to the evaluation of proposals and recommendations concerning awards shall not be disclosed to the consultants who submitted the proposals or to other persons not officially concerned with the process, until the winning firm has been notified that it has been awarded the contract.

Section 3 - Data Sheet

ITC Clause Reference

ITC Clause 1.1 The name of the Client is: African Union Commission

The method of selection is: Quality and Cost Based Selection Method

ITC Clause 1.2 Technical and Financial Proposals are requested

The name, and Procurement Number of the assignment are: **FOR THE SUPPLY AND INSTALLATION OF GLOBAL POSITIONING SYSTEM (GPS) VEHICLE TRACKING DEVICES: AUC/AFMD/NC/001**

ITC Clause 1.5 The Client will provide the following inputs: Any other information required for completion of the assignment.

ITC Clause 1.11 The clauses on fraud and corruption in the Contract are: Clause 2.6.1 of the standard contract as follows:

For the purpose of this clause:

“corrupt practice”⁶ is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;

“fraudulent practice”⁷ is 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;

“collusive practice”⁸ is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

“coercive practice”⁹ is 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;

⁶ “another party” refers to an officer of the AU acting in relation to the procurement process or contract execution. In this context, “officer of the AU” includes staff and employees of other organisations taking or reviewing procurement decisions.

⁷ a “party” refers to any officer of the AU; the terms “benefit” and “obligation” relate to the procurement process or contract execution; and the “act or omission” is intended to influence the procurement process or contract execution.

⁸ “parties” refers to any participants in the procurement process (including officers of the AU) attempting to establish bid prices at artificial, non competitive levels.

⁹ a “party” refers to any participant in the procurement process or contract execution.

Section 4. Technical Proposal - Standard Forms

“obstructive practice” is 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;

ITC Clause 2.1 Clarifications may be requested up to 5 working days before the submission date.

The address for bids submission and request for clarifications is:
Email: tender@africa-union.org and CC: DominicN@africa-union.org

ITC Clause 3.1 Proposals should be submitted in the English/French language or both.

ITC Clause 3.3(ii) The estimated number of professional staff-months required for the assignment is: N/A

ITC Clause 3.3(iv) The minimum required experience of proposed professional staff is:
Refer to detailed TOR attached.

ITC Clause 3.3(vi) Reports that are required under the assignment shall be submitted in the English/French or both languages.

ITC Clause 3.4(viii) Additional information required in the Technical Proposal is: None

ITC Clause 3.10 Proposals must remain valid for 90 days after the submission date.

ITC Clause 4.3 This is a TWO separate electronic folders bidding. Bidders should ensure that the Technical and Financial proposals are enclosed in TWO separate electronic folders clearly indicating the title and Procurement number.
-Due to Covid-19 safety precautions, bidders will be required to submit bids ELECTRONICALLY.
Technical and Financial Bids must be in PDF format.

ITC Clause 4.4 Documents should be submitted ELECTRONICALLY to the below address:
African Union Commission
Procurement, Travel & Stores Division
Headquarters, Roosevelt Street,
P.O. Box 3243
Addis Ababa, Ethiopia
Tel+251115517700 ext4305, 4308
Fax +251115517844
Email: tender@africa-union.org

During bid submission, bidders are required to secure their electronic Financial Proposals with appropriate Password which will be communicated officially upon request (at the time of financial bid opening) by the AUC.

Section 4. Technical Proposal - Standard Forms

ITC Clause 5.8 The formula for determining the financial scores is: $Sf = 100 \times Fm/F$
Where Sf is the financial score, Fm is the lowest price and F the price of the proposal under consideration.

The weights given to the technical and Financial Proposals are:

Technical = 70%

Financial = 30%

ITC Clause 6.1 Negotiations will be held virtually via Zoom. Link will be provided as when necessary.

ITC Clause 7.2 The assignment is expected to commence in July 2021 at the African Union Commission Headquarters in Addis Ababa

Section 4. Technical Proposal - Standard Forms

- 4A. Technical Proposal submission form.
- 4B. Firm's references.
- 4C. Comments and suggestions of consultants on the Terms of Reference and on data, services, and facilities to be provided by the Client.
- 4D. Description of the methodology and work plan for performing the assignment.
- 4E. Team composition and task assignments.
- 4F. Format of curriculum vitae (CV) for proposed professional staff.
- 4G. Time schedule for professional personnel.
- 4H. Activity (work) schedule.

4A. TECHNICAL PROPOSAL SUBMISSION FORM

{*Location, Date*}

To: {*Name and address of Client*}

Sir / Madam:

We, the undersigned, offer to provide the consulting services for {*Title of consulting services and Procurement Number*} in accordance with your Request for Proposals dated {*Date*} and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial¹⁰ Proposal sealed under a separate envelope.

We declare that we have no conflict of interest as defined by Section 1.7 of the Information to Consultants in relationship to performance of this assignment.

If negotiations are held during the period of validity of the Proposal, i.e., before {*Date*} we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorised Signature:
Name and Title of Signatory:
Name of Firm:
Address:

¹⁰ In Quality-Based Selection, the proposal may include only a Technical Proposal. If this is the case, delete “and a Financial Proposal sealed under a separate envelope.”

4B. FIRM'S REFERENCES

Relevant Services Carried Out in the Last Five Years That Best Illustrate Qualifications

Using the format below, provide information on each assignment for which your firm/entity, either individually as a corporate entity or as one of the major companies within an association, was legally contracted.

Assignment Name:		Country:
Location within Country:		Professional Staff Provided by Your Firm/Entity(profiles):
Name of Client:		No. of Staff:
Address:		No. of Staff-Months; Duration of Assignment:
Start Date (Month/Year):	Completion Date (Month/Year):	Approx. Value of Services (in Current US\$):
Name of Associated Consultants, If Any:		No. of Months of Professional Staff Provided by associated Consultants:
Name of Senior Staff (Project Director/Coordinator, Team Leader) Involved and Functions Performed:		
Narrative Description of Project:		
Description of Actual Services Provided by Your Staff:		

Firm's Name: _____

4C. COMMENTS AND SUGGESTIONS OF CONSULTANTS ON THE TERMS OF REFERENCE AND ON DATA, SERVICES, AND FACILITIES TO BE PROVIDED BY THE CLIENT

On the Terms of Reference:

- 1.
- 2.
- 3.
- 4.
- 5.

On the data, services, and facilities to be provided by the Client:

- 1.
- 2.
- 3.
- 4.
- 5.

**4D. DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR
PERFORMING THE ASSIGNMENT**

4E. TEAM COMPOSITION AND TASK ASSIGNMENTS

1. Technical/Managerial Staff		
Name	Position	Task

2. Support Staff		
Name	Position	Task

4F. FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

Proposed Position: _____

Name of Firm: _____

Name of Staff: _____

Profession: _____

Date of Birth: _____

Years with Firm/Entity: _____ Nationality: _____

Membership in Professional Societies: _____

Detailed Tasks Assigned: _____

Key Qualifications:

{Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations. Use about half a page.}

Education:

{Summarize college/university and other specialized education of staff member, giving names of schools, dates attended, and degrees obtained. Use about one quarter of a page.}

Languages:

{For each language indicate proficiency: excellent, good, fair, or poor in speaking, reading, and writing.}

Section 4. Technical Proposal - Standard Forms

Employment Record:

{Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments. For experience in last ten years, also give types of activities performed and client references, where appropriate. Use about two pages. }

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience.

{Signature of staff member and authorized representative of the firm} Date: _____
Day/Month/Year

Full name of staff member: _____

Full name of authorised representative: _____

4G. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL (IF APPLICABLE)

Name	Position	Reports Due/Activities	Months (in the Form of a Bar Chart)												Number of Months		
			1	2	3	4	5	6	7	8	9	10	11	12			
																Subtotal (1)	
																	Subtotal (2)
																	Subtotal (3)
																	Subtotal (4)

Full-time: {key} Part-time: {key}

Reports Due: {key}

Activities Duration: {key}

Signature: _____

{ Authorised representative }

Full Name: _____

Title: _____

Address: _____

Section 5. Financial Proposal - Standard Forms

- 5A. Financial Proposal submission form.
- 5B. Summary of costs.
- 5C. Breakdown of price per activity.
- 5D. Breakdown of remuneration per activity.
- 5E. Reimbursables per activity.
- 5F. Miscellaneous expenses.

5A. FINANCIAL PROPOSAL SUBMISSION FORM

{Date}

To: {Name and address of Client}

Sir / Madam:

We, the undersigned, offer to provide the **GPS (Vehicle tracking) system** services for in accordance with your Request for Proposals dated {Date} and our Proposal (Technical and Financial Proposals). Our attached Financial Proposal is for the sum of {Amount in words and figures}. This amount is exclusive of the local taxes which shall be identified during negotiations and shall be added to the above amount.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e., {Date}.

Commissions and gratuities, if any, paid or to be paid by us to agents relating to this Proposal and Contract execution, if we are awarded the Contract, are listed below:

Name and Address of Agents	Amount and Currency	Purpose of Commission or Gratuity
_____	_____	_____
_____	_____	_____
_____	_____	_____

We understand you are not bound to accept any Proposal you receive.

Yours sincerely,

Authorised Signature:
Name and Title of Signatory:
Name of Firm:
Address:

5B. SUMMARY OF COSTS

Cost Elements	Currency(ies) ¹¹	Amount(s)
Total Amount of Financial Proposal		<hr/>

¹¹ Maximum of three currencies in addition to the Currency of the Country specified for performance of the Services.

5C. BREAKDOWN OF PRICE PER ACTIVITY

Activity No.: _____

Description: _____

Price Component	Currency(ies)	Amount(s)
Remuneration Equipment Reimbursables (If applicable) Miscellaneous Expenses Subtotal		<hr/>

5D. BREAKDOWN OF REMUNERATION PER ACTIVITY (IF APPLICABLE)

Activity No. _____

Activity Name: _____

Names	Position	Input ¹²	Remuneration Currency(ies) Rate	Amount
Regular staff				
Local staff				
Consultants				
Grand Total				_____

¹² Staff months, days, or hours as appropriate.

5E. REIMBURSABLES PER ACTIVITY (IF APPLICABLE)

Activity No: _____

Name of Activity: _____

Item No.	Description	Unit	Quantity	Currency	Unit Price	Total Amount
1.	International flights	Trip				
2.	Miscellaneous travel expenses	Trip				
3.	Subsistence allowance	Day				
4.	Local transportation costs ¹³					
5.	Office rent/accommodation/ clerical assistance					
	Grand Total					_____

¹³ Local transportation costs are not included if local transportation is being made available by the Client. Similarly, in the project site, office rent/accommodations/clerical assistance costs are not to be included if being made available by the Client.

5F. MISCELLANEOUS EXPENSES

Activity No. _____

Activity Name: _____

Item No.	Description	Unit	Quantity	Currency	Unit Price	Total Amount
1.	Communication costs between _____ and _____					
2.	Drafting, reproduction of reports					
3.	Equipment: vehicles, computers, photocopiers, etc.					
4.	Software					
5.	Other (specify)					
	Grand Total					_____

Section 6. Terms of Reference

TERMS OF REFERENCE FOR THE SUPPLY AND INSTALLATION OF GLOBAL POSITIONING SYSTEM (GPS) VEHICLE TRACKING DEVICES

I. BACKGROUND

The African Union (AU), established as a unique Pan African continental body, is charged with spearheading Africa's rapid integration and sustainable development by promoting unity, solidarity, cohesion and cooperation among the peoples of Africa and African States as well as developing a new partnership worldwide. Its Secretariat, the African Union Commission (AUC), is located in Addis Ababa, capital city of Ethiopia. It has regional and specialized offices in some countries in Africa, Europe and North America.

The Transport and Fleet Management Section under the Administration and Facilities Management of the Administration and Human Resources Management Directorate is tasked with the procurement and management of the vehicle fleet within the African Union Commission.

II. PURPOSE

The African Union Commission owns several vehicles. In order to strengthen safety of AUC-owned fleet, monitor utilization, misuse, fraud and other fleet management related challenges, the African Union Commission hereby invites bids from prospective suppliers for the supply and installation of Global Positioning System (GPS) vehicle tracking systems in all of its vehicles.

III. SCOPE OF WORK

The Scope of work shall broadly comprise the following:

1. The selected supplier will be required to supply and install a proven monitoring system on an outright purchase basis.
2. Supply GPS Devices with SIM/Data cards for enabling GPRS on the GPS Device for Vehicle Tracking.
3. This will include the provision of all relevant software for use with AU's information technology systems.
4. The system will be used for the monitoring of driving methods, vehicle performance and utilization.
5. The system must incorporate GPS tracking to enable vehicle position to be tracked by the Transport Office of the AUC.
6. The successful bidder shall install GPS vehicle tracking devices (with inbuilt GPRS module) in all vehicles and manage the tracking of the entire fleet operations on real time basis.

7. The Contractor shall replace non-functional/faulty device in a given time limit from registering of complaint with new device during the contract period.
8. The installation shall be done in the compound of the AUC.
9. Provide Training Manuals and User Guides for the system. The successful bidder shall also provide training on the GPS Device and Tracking system to approximately 8 -10 users/officials of AUC. Develop a training plan that ensures all users of the system receive sufficient training to successfully operate the system.
10. Provide a web-based fleet management software and software upgrades.
11. Provide back-up and data restoration solutions to support business continuity.
12. Geo-fence and Route management.
13. Trip Replay.
14. Active tracking and monitoring of vehicles 24 hours seven days a week.
15. Real time and historical tracking
16. Report System downtime at all times.
17. Back-up and restore device data to support business continuity.

IV. GENERAL SPECIFICATIONS/DEVICE REQUIREMENTS

1. A tracking device, which uses GPS (Global Positioning System) technology for locating vehicles.
2. The device must capture the GPS location information and vehicle information at regular intervals and transfer data to a central secure server.
3. The device must be fitted in the vehicle in a manner that does not interfere with vehicle manufacturer warranties, is un-detachable and is difficult to tamper with.
4. The device must allow unlimited tests and searches for device operation.
5. The device should have a backup battery and must monitor the battery in real time.
6. The device must also be connected to the vehicle's battery.
7. The device must allow remote immobilisation and mobilisation.
8. The device must allow for remote software upgrade.
9. The device must be able to send email and SMS / system alerts on any of the configured violations.
10. The system shall track each and every vehicle from source to destination. The tracking shall be real time and web-based.
11. The device must be able to report movements of the vehicle locked within a geographic space or designated area.
12. Following activation by a driver of the Panic button, the location of the vehicle must be relayed to the base. Impact sensors must be indicators of crash as and when they happen.
13. Only configured driver identification tag must be used to start the vehicle.
14. The Tracking Unit should have GPS with accuracy of 10 metres.
15. Data logging should be done at every ONE (1) second.
16. Data transfer through GPRS/GSM/3G/4G should be at every five (5) seconds or less to the server.
17. Should have the capacity to store the data if vehicle lost connection with GSM/GPRS/3G/4G network (Minimum 128 MB) and transfer it once the connection is restored. Suitable storage device, if needed, also to be supplied along with GPS.
18. Should provide the protocol, listener API and associated software and database applications so that the GPS data can be received at a server at the AUC or simple

- text file with position, time, and instrument ID as well as in SQL database form for storage and querying.
19. Remote Configuration, activation, status alert and deactivation of device by SMS must be available and training to AUC personnel on this should be provided.
 20. The unit should be light in weight and should have supporting accessories to fix it to a vehicle.
 21. Tamper proof, vandal proof and water proof enclosure for GPS, power supply and antenna must be provided such as metallic casing for the unit, metallic tube covering the power supply as well as antenna cable without leaving gap for tampering, cutting etc.
 22. The GPS unit, power supply, and antenna have to be installed such that it is not within reach of driver or passenger.
 23. The GPS unit must give warning SMS if tampered such as power cord removed, antenna cut, etc.
 24. The device should be capable of operating with vehicle battery. The unit should also have an internal back-up battery (6 hours) and the battery charge should be indicated in the unit. Battery charging facility also should be provided.
 25. Three year warranty of the equipment must be included.
 26. Technical support in installation and maintenance for all GPS units during the warranty period should be provided by the supplier. This item is to be included as a line item in the quotation towards maintenance and support on an annual basis. Technical support payment will be made on a quarterly basis. Late charges (in providing necessary technical support) will be deducted at 10% per day of the corresponding pro-rated support amount.
 27. Annual maintenance charge after the warranty period should be indicated as a separate line item.
 28. Sufficient training and training manual users/officials and Drivers of the AUC staff to successfully operate the system.

SPECIFIC TASKS

- a. Provision of brand vehicle tracking (GPS) devices
 - The device must capture the GPS location information and vehicle information at regular intervals and transfer data to a central secure server.
 - The device must be fitted in the vehicle in a manner that does not interfere with vehicle manufacturer warranties and without temper any other technicality of the vehicle.
 - The device must allow the client unlimited tests and searches for device operation.
 - The device should have a backup battery and must monitor the battery in real time.
 - The device must allow remote immobilizing & mobilizing and software update.
 - The device must be able to send email and SMS/System alert on any of the configured violations.
 - The device must protect information from any destruction.
 - The GPS unit should be Tamper proof, vandal proof and water proof casing.
- b. System installation

- Proper installation of the system by fully qualified technicians.
- c. Proper satellite service to have the appropriate report for the installed devices on the - vehicles real time and historical data.
- d. Provide back-up and data restoration solutions to support business continuity.
- e. Provide a web-based fleet management software and software upgrades.
- f. Evaluation report on drivers driving behaviours'
 - Over speeding
 - Excessive acceleration
 - Harsh Braking
 - Excessive RPM
 - Free wheeling
 - Un-authorize time driving
 - Un-authorized place driving
 - Excessive idling
 - Reckless driving
 - Drivers violations listed above (number and type of errors summarized)
 - Early warning system- movement without ignition/tow notification.
- g. Reports /Information
 - Fleet report
 - Fuel report
 - Real time alert and historical tracking report (View Vehicle information)
 - Geo-fence and rout management report
 - Trip replay report, vehicle speed and total distance coverage
 - Tachograph report (speed graph in every minute)
 - Drivers violations listed above (number and type of errors Summarized)
 - All reports have to be filtered by a single vehicle, group of vehicle and driver.
- h. Maintenance Service
 - Provision of after sells regular maintenance / installation and dismantling works when it is required.

V. APPLICATION DEVICE

1. Web based fleet management system.
2. Location based services (stolen vehicle recovery).
3. Android App for smart phones.
4. SMS activated car guard function.
5. SMS based vehicle location polling.
6. Configure SMS and /or email notification.
7. High-risk area and border proximity notification.
8. Over speed notification.
9. Harsh braking notification.
10. Tow notification.
11. Ignition on/off notification.
12. Curfew violation notification.
13. Status of vehicle including speed, location, start / stop.
14. Trip playback facility.
15. Standard and hybrid (satellite) maps.

16. Early warning system – Movement without ignition/tow notification, curfew violation.
17. Assist button – Located on the steering column, centre, console or seatbelt clip.

VI. QUALIFICATION REQUIREMENTS

1. The company/supplier should have a minimum of five (5) years' experience in the provision, installation of vehicle tracking and management services.
2. Should have adequate, experienced and skilled personnel in vehicle tracking management services.
3. Should provide at least two referees whom the company has dealt with for the past five years in the provision of similar services.
4. The vendor should have supplied, and maintained a minimum of 50 units for a minimum period of six months for similar applications.

VII. CONTENT OF TECHNICAL PROPOSAL

All bid proposals submitted should cover the following:

1. Profile of the company outlining:
 - a. Number of years of experience as a vehicle tracking company
 - b. Knowledge and capacity
 - c. List of past vehicle tracking contracts (contacts of persons and numbers to be included)
 - d. List of current vehicle tracking contracts (contacts of persons and numbers to be included)
 - e. Proof of registration in accordance with all statutory requirements. The following must be submitted:
 - i. Physical and postal addresses, contact details of the office, which will be installing and providing the vehicle tracking services.
 - ii. List of equipment to be used.
 - iii. Planned joint ventures / sub-contracting related to this project (this will only be considered valid if there is proof of signed agreement by all parties involved).
 - iv. Project implementation plan and schedule. This should outline how the tracker services will be provided according to the bid specification.
 - v. Price proposals must be strictly prepared and firm for the duration of the contract.

VIII. FINANCIAL PROPOSAL

The bid proposal should clearly indicate the total price and be aligned to the following but not limited to;

- a. Tracking unit device
- b. Installation and configuration of the unit
- c. De-installation and upgrade of the device

Section 6. Terms of Reference

- d. Subscription fee
- e. Cost per unit
- f. Driver identification keys
- g. Vehicle recovery
- h. End user training
- i. Accident investigation information
- j. Any other relevant costs

TECHNICAL EVALUATION CRITERIA

No.	Description	Maximum Score
1	Core business and Experience of the company <ul style="list-style-type: none">▪ 2 – 4 years : 8▪ 4 years and above : 10	10
2	Number of similar projects handled by the company (Attach evidence/references of similar projects handled in vehicle tracking system. Where a project is defined as having supplied and managed 20 units to a single client) <ul style="list-style-type: none">▪ 1 project : 10 marks▪ 2 projects : 20 marks	20
3	Knowledge and capacity of key personnel (Must show certification/competencies (CV) of staff who will be involved in the installation and maintenance) <ul style="list-style-type: none">▪ 2 - 3 years : 5▪ 3 - 5 years : 8▪ 5 years and above : 10	10
4	Implementation Work Plan/Methodology of the physical tracking, monitoring and reporting and Training <ul style="list-style-type: none">▪ Work plan▪ Technical approach▪ Operations Manual/Brochure▪ Methodology	40
5	Knowledge transfer (training) plan	10
6	After Sales Service/Technical Backup Post installation/implementation support plan	10
	Total	100

The minimum score required to pass is 70%. Only bidders who pass the technical evaluation shall be considered for financial evaluation.

Section 7. Standard Form of Contract