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# AFRICAN UNION

## **Procurement of Goods by Open Competitive Bidding for**

### **Supply Design and Installation, Testing and Commissioning of a Comprehensive Fire Detection, Suppression and Public Address System**

**Procurement Number: AUC/OSSS/NC/14**

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## Section I. Invitation for Bids

### Invitation for Bids

## AFRICAN UNION COMMISSION

### Supply, Design and Installation, Testing and Commissioning of a Comprehensive Fire Detection, Suppression and Public Address System

#### Procurement Number: AUC/OSSS/NC/14

1. The African Union has received funds from African Union Member States for the procurement of the above-mentioned goods and ancillary services, and now invites sealed bids from eligible bidders for the supply of: **a comprehensive fire detection, suppression and public Address System**
2. The African Union Commission in Addis Ababa, Ethiopia, is seeking eligible bidders to supply, design and install, test and commission a comprehensive fire detection, suppression and public address system. Therefore, it now invites interested and eligible bidders with expertise and extensive experience in this area to submit technical and financial proposals for the project.
3. Interested bidders may obtain further information and inspect the bidding document at the address below between on Monday – Friday between 0800 hrs and 1700 Hrs local time before deadline.
4. All bids must be accompanied by:
  - Proof of company registration and incorporation
  - Valid business license and permits
  - Valid tax certificate
  - Bid validity (90 days)
  - Audited financial statements showing a turnover for the last 3 years
  - Bid security of USD 5,000.00 or equivalent in quote currency in form of a Bank Guarantee from a reputable bank
  - Proof of compliance to International Standards (NFPA/ISO) and Ethiopian Standards Compliant list / equivalent as stated in section VII (A) & (B) respectively.
  - Evidence of at least five (5) years' experience in the field of supplying, installation and commissioning similar systems with at least three (3) contactable references from previous clients for similar projects.
  - Manufacturer's Authorization Form
  - Duly signed bid form in the format attached to the bid document

Bids that does not accompanied by the above requirements shall be rejected on preliminary evaluation.

5. A mandatory site-visit or pre-bid meeting can be scheduled through Email: [tender@africa-union.org](mailto:tender@africa-union.org) CC: [mabekad@africa-union.org](mailto:mabekad@africa-union.org) [Alemg@africa-union.org](mailto:Alemg@africa-union.org) and [Eliasm@africa-union.org](mailto:Eliasm@africa-union.org) no later than deadline in the Data Sheet. The requirements of submission will be clearly explained and any questions that bidders might have, would be responded or clarified. **Drawings will be provided only to bidders who attend the mandatory site-visit therefore Bids from bidders who do not attend shall not be considered.**
6. Where a joint venture is proposed, bidders are required to provide full details of the Joint Venture and clearly indicate the lead partner
7. Bids must be delivered to the address below on or before 06 June 2025 at 1500Hrs. (East African Time). Electronic procurement will not be permitted. Late Proposals will be rejected and returned unopened to bidders. The outer Proposal envelopes marked "ORIGINAL PROPOSAL", and the inner envelopes marked "TECHNICAL PART" will be publicly opened in the presence of the Bidders' designated representatives and anyone who chooses to attend, at the address below on 06 June 2025 at 1500Hrs (East African Time) at the African Union Commission Offices. All envelopes marked "FINANCIAL PART" shall remain unopened and will be held in safe custody of the Purchaser until the second public Bid opening.
8. **Bids sent through 3 PLs must clearly indicate the Procurement Number: AUC/OSSS/NC/14 on the package description**
9. The address (es) referred to above is (are):

The Head, Supply Chain Management Division  
The African Union Commission;  
P. O. Box 3243;  
Roosevelt Street 3rd Floor, Building C  
Addis Ababa, Ethiopia.

## Section II. Instructions to Bidders

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## Instructions to Bidders

### A. Introduction

- 1. Source of Funds**
  - 1.1 The Commission of the African Union (AUC) (hereinafter called “the Purchaser”) has an approved budget towards the cost of the procurement specified in the Bid Data Sheet, and intends to apply a portion of the funding to eligible payments under a contract for which this Invitation for Bids is issued.
  
- 2. Eligible Bidders**
  - 2.1 This Invitation for Bids is open to all suppliers from eligible source countries except as provided hereinafter.
  - 2.2 Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation for Bids.
  - 2.3 Bidders must not be under a declaration of suspension for corrupt, fraudulent, collusive, coercive or obstructive practices as issued by the African Union in accordance with ITB Clause 36.1.
  
- 3. Eligible Goods and Services**
  - 3.1 All goods and related services to be supplied under the contract shall have their origin in eligible source countries as defined in the Bid Data Sheet.
  - 3.2 For purposes of this clause, “origin” means the place where the goods are mined, grown, or produced, or the place from which the related services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognised product results that is substantially different in basic characteristics or in purpose or utility from its components.
  - 3.3 The origin of goods and services is distinct from the nationality of the Bidder.
  
- 4. Cost of Bidding**
  - 4.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

## **B. Bidding Documents**

- 5. Content of Bidding Documents**
- 5.1 The goods required, bidding procedures, and contract terms are prescribed in the bidding documents. In addition to the Invitation for Bids, the bidding documents include:
- (a) Instructions to Bidders (ITB)
  - (b) Bid Data Sheet (BDS)
  - (c) General Conditions of Contract (GCC)
  - (d) Special Conditions of Contract (SCC)
  - (e) Schedule of Requirements
  - (f) Technical Specifications
  - (g) Bid Form and Price Schedules
  - (h) Bid Security Form
  - (i) Contract Form
  - (j) Performance Security Form
  - (k) Bank Guarantee Form for Advance Payment
  - (l) Manufacturer's Authorisation Form
- 5.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to provide all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its bid.
- 6. Clarification of Bidding Documents**
- 6.1 A prospective Bidder requiring any clarification of the bidding documents may notify the Purchaser in writing at the Purchaser's address indicated in the Bid Data Sheet. The Purchaser will respond in writing to any request for clarification of the bidding documents which it receives no later than fifteen (15) days prior to the deadline for the submission of bids prescribed in ITB Clause 19.1. Written copies of the Purchaser's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective bidders that have received the bidding documents.
- 7. Amendment of Bidding Documents**
- 7.1 At any time prior to the deadline for submission of bids, the Purchaser for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the bidding documents by amendment.
- 7.2 All prospective bidders that have received the bidding documents will be notified of the amendment in writing, and the amendment will be binding on them.
- 7.3 To allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Purchaser, at its discretion, may extend the deadline for the submission of bids.

### **C. Preparation of Bids**

- 8. Language of Bid**
- 8.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in the language specified in the Bid Data Sheet. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages to the language specified in the Bid Data Sheet, in which case, for purposes of interpretation of the Bid, the translation shall govern.
- 9. Documents Constituting the Bid**
- 9.1 The bid prepared by the Bidder shall comprise the following components:
- (a) a Bid Form and a Price Schedule completed in accordance with ITB Clauses 10, 11, and 12;
  - (b) documentary evidence established in accordance with ITB Clause 13 that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted;
  - (c) documentary evidence established in accordance with ITB Clause 14 that the goods and ancillary services to be supplied by the Bidder are eligible goods and services and conform to the bidding documents; and
  - (d) bid security furnished in accordance with ITB Clause 15.
- 10. Bid Form**
- 10.1 The Bidder shall complete, sign and stamp the Bid Form and the appropriate Price Schedule furnished in the bidding documents, indicating the goods to be supplied, a brief description of the goods, their country of origin, quantity, and prices.
- 10.2 Unless otherwise indicated in the Bid Data Sheet, alternative bids shall not be considered.
- 10.3 In completing the Bid Form the Bidder shall note in particular the provisions of GCC Clause 33 in respect of Taxes and Duties.
- 11. Bid Prices**
- 11.1 The Bidder shall indicate on the appropriate Price Schedule the unit prices (where applicable) and total bid price of the goods it proposes to supply under the contract.
- 11.2 Prices indicated on the Price Schedule shall be entered separately in the following manner:
- (a) For goods offered from within the Country specified for delivery:

- (i) the price of the goods quoted EXW (ex works, ex factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), excluding all customs duties and sales and other taxes payable that are subject to the African Union exemption on payment of duties and taxes;
  - (ii) any such duties and taxes payable on the goods, that will be exempted if the Contract is awarded;
  - (iii) the price for inland transportation, insurance, and other local costs incidental to delivery of the goods to their final destination, if specified in the Bid Data Sheet; and
  - (iv) the price of other (incidental) services, if any, as listed in the Bid Data Sheet.
- (b) For goods offered from abroad:
- (i) the price of the goods shall be quoted CIF named port of destination, or CIP border point, or CIP named place of destination, as specified in the Bid Data Sheet. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible countries. Similarly, the Bidder may obtain insurance services from any eligible source country;
  - (ii) the price of the goods quoted FOB port of shipment (or FCA, as the case may be), if specified in the Bid Data Sheet;
  - (iii) the price of goods quoted CFR port of destination (or CPT as the case may be), if specified in the Bid Data Sheet;
  - (iv) the price for inland transportation, insurance, and other local costs incidental to delivery of the goods from the port of entry to their final destination, if specified in the Bid Data Sheet; and
  - (v) the price of other (incidental) services, if any, as listed in the Bid Data Sheet.

11.3 The terms EXW, CIF, CIP, etc., shall be governed by the rules prescribed in the current edition of *Incoterms* published by the International Chamber of Commerce, Paris.

11.4 The Bidder's separation of price components in accordance with ITB Clause 11.2 above will be solely for the purpose of facilitating the comparison of bids by the Purchaser and will not in any way limit the Purchaser's right to contract on any of the terms offered.

11.5 Prices quoted by the Bidder shall be fixed during the Bidder's

performance of the contract and not subject to variation on any account, unless otherwise specified in the Bid Data Sheet. A bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to ITB Clause 24. If, however, in accordance with the Bid Data Sheet, prices quoted by the Bidder shall be subject to adjustment during the performance of the contract, a bid submitted with a fixed price quotation will not be rejected, but the price adjustment would be treated as zero.

- 11.6 If bids are invited for individual contracts (lots) or for any combination of contracts (packages), bidders wishing to offer any price reduction for the award of more than one Contract, shall specify in the bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package.

**12. Bid Currencies**

- 12.1 Prices shall be quoted in the following currencies:

- (a) For goods and services that the Bidder will supply from within the Country specified for delivery, the prices shall be quoted in currency of the Country specified for delivery, unless otherwise specified in the Bid Data Sheet.
- (b) For goods and services that the Bidder will supply from outside the Country specified for delivery, the prices shall be quoted in US Dollars unless otherwise specified in the Bid Data Sheet. If the Bidder wishes to be paid in a combination of amounts in different currencies, it may quote its price accordingly but use no more than three currencies.

**13. Documents  
Establishing  
Bidder's  
Eligibility and  
Qualification**

- 13.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, documents establishing the Bidder's eligibility to bid and its qualifications to perform the contract if its bid is accepted.

- 13.2 The documentary evidence of the Bidder's eligibility to bid shall establish to the Purchaser's satisfaction that the Bidder, at the time of submission of its bid, is from an eligible country as defined under ITB Clause 2.

- 13.3 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Purchaser's satisfaction:

- (a) that, in the case of a Bidder offering to supply goods under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorised by the goods' Manufacturer or producer to supply the goods in the Country specified for delivery;

- (b) that the Bidder has the financial, technical, and production capability necessary to perform the contract;
- (c) that, in the case of a Bidder not doing business within the Country specified for delivery, the Bidder is or will be (if awarded the contract) represented by an Agent in the Country specified for delivery equipped and able to carry out the Supplier's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and
- (d) that the Bidder meets the qualification criteria listed in the Bid Data Sheet.

**14. Documents  
Establishing  
Goods'  
Eligibility and  
Conformity to  
Bidding  
Documents**

- 14.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to the bidding documents of all goods and services which the Bidder proposes to supply under the contract.
- 14.2 The documentary evidence of the eligibility of the goods and services shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.
- 14.3 The documentary evidence of conformity of the goods and services to the bidding documents may be in the form of literature, drawings, and data, and shall consist of:
  - (a) a detailed description of the essential technical and performance characteristics of the goods;
  - (b) a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period to be specified in the Bid Data Sheet, following commencement of the use of the goods by the Purchaser; and
  - (c) an item-by-item commentary on the Purchaser's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.
- 14.4 For purposes of the commentary to be furnished pursuant to ITB Clause 14.3(c) above, the Bidder shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Purchaser in its Technical Specifications, are intended to be descriptive

only and not restrictive. The Bidder may substitute alternative standards, brand names, and/or catalogue numbers in its bid, provided that it demonstrates to the Purchaser's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

**15. Bid Security**

15.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, a bid security in the amount specified in the Bid Data Sheet.

15.2 The bid security is required to protect the Purchaser against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to ITB Clause 15.7.

15.3 The bid security shall be denominated in the currency of the bid or in another freely convertible currency, and shall be in one of the following forms:

- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank, in the form provided in the bidding documents or another form acceptable to the Purchaser and valid for thirty (30) days beyond the validity of the bid; or
- (b) a certified cheque.

15.4 Any bid not secured in accordance with ITB Clauses 15.1 and 15.3 will be rejected by the Purchaser as non-responsive, pursuant to ITB Clause 24.

15.5 Unsuccessful bidders' bid securities will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of bid validity prescribed by the Purchaser pursuant to ITB Clause 16.

15.6 The successful Bidder's bid security will be discharged upon the Bidder signing the contract, pursuant to ITB Clause 34, and furnishing the performance security, pursuant to ITB Clause 35.

15.7 The bid security may be forfeited:

- (a) if a Bidder:
  - (i) withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form, or
  - (ii) does not accept the correction of errors pursuant to ITB Clause 24.2; or
- (b) in the case of a successful Bidder, if the Bidder fails:
  - (i) to sign the contract in accordance with ITB Clause

34; or

- (ii) to furnish the performance security in accordance with ITB Clause 35.

**16. Period of Validity of Bids**

- 16.1 Bids shall remain valid for the period specified in the Bid Data Sheet after the date of bid submission prescribed by the Purchaser, pursuant to ITB Clause 19. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.
- 16.2 In exceptional circumstances, the Purchaser may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The bid security provided under ITB Clause 15 shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid, except as provided in ITB Clause 16.3.
- 16.3 In the case of fixed price contracts, if the award is delayed by a period exceeding sixty (60) days beyond the expiry of the initial bid validity, the contract price may be increased by a factor specified in the request for extension.

**17. Format and Signing of Bid**

- 17.1 The Bidder shall prepare an original and the number of copies of the bid indicated in the Bid Data Sheet, clearly marking each "ORIGINAL BID" and "COPY OF BID," as appropriate. In the event of any discrepancy between them, the original shall govern.
- 17.2 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorised to bind the Bidder to the contract. All pages of the original bid, except for unamended printed literature, shall be initialled by the person or persons signing the bid.
- 17.3 Any interlineations, erasures, or overwriting shall be valid only if they are initialled by the person or persons signing the bid.
- 17.4 The Bidder shall furnish information as described in the Form of Bid on commissions or gratuities, if any, paid or to be paid to agents relating to this Bid, and to contract execution if the Bidder is awarded the contract.

**D. Submission of Bids**

**18. Sealing and Marking of Bids**

- 18.1 The Bidder shall seal the original and each copy of the bid, in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes shall then be enclosed in an outer

envelope and sealed.

18.2 The inner and outer envelopes shall:

- (a) be addressed to the Purchaser at the address given in the Bid Data Sheet; and
- (b) bear the Project name indicated in the Bid Data Sheet, the Invitation for Bids (IFB) title and Procurement Number indicated in the Bid Data Sheet, and a statement: “DO NOT OPEN BEFORE,” to be completed with the time and the date specified in the Bid Data Sheet, pursuant to ITB Clause 22.1.

18.3 The inner envelopes shall also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared “late.”

18.4 If the outer envelope is not sealed and marked as required by ITB Clause 18.2, the Purchaser will assume no responsibility for the bid’s misplacement or premature opening.

**19. Deadline for Submission of Bids**

19.1 Bids must be received at the address specified under ITB Clause 18.2 (a) by the time and date specified in the Bid Data Sheet.

19.2 The Purchaser may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in accordance with ITB Clause 7, in which case all rights and obligations of the Purchaser and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

**20. Late Bids**

20.1 Any bid received by the Purchaser after the deadline for submission of bids prescribed by the Purchaser pursuant to ITB Clause 19 will be rejected and returned unopened to the Bidder.

**21. Modification Substitution and Withdrawal of Bids**

21.1 A Bidder may modify, substitute or withdraw its bid after the bid’s submission, provided that written notice of the modification, including substitution or withdrawal of the bids, is received by the Purchaser prior to the deadline prescribed for submission of bids.

21.2 The Bidder’s modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of ITB Clause 18 but in addition the envelopes shall be clearly marked “WITHDRAWAL”, “MODIFICATION” or “REPLACEMENT BID”. A withdrawal notice may also be sent by fax or Email, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of bids.

21.3 No bid may be modified after the deadline for submission of bids.

21.4 Bids requested to be withdrawn in accordance with ITB Sub-Clause 21.1 shall be returned unopened to the Bidder.

21.5 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its bid security, pursuant to ITB Clause 15.7.

### **E. Opening and Evaluation of Bids**

#### **22. Opening of Bids by the Purchaser**

22.1 The Purchaser will open all bids in the presence of bidders or bidders' representatives who choose to attend, at the time, on the date, and at the place specified in the Bid Data Sheet. The bidders or bidders' representatives who are present shall sign an attendance sheet.

22.2 Envelopes marked "WITHDRAWAL" shall be opened and read out first. The inner envelopes of bids for which an acceptable notice of withdrawal has been submitted pursuant to ITB Clause 21 shall be returned un-opened to the Bidder.

22.3 The bidders' names, bid modifications or withdrawals, bid prices, discounts, and the presence or absence of requisite bid security and such other details as the Purchaser, at its discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the Bidder pursuant to ITB Clause 20.

22.4 Bids (and modifications sent pursuant to ITB Clause 21.2) that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances.

22.5 The Purchaser will prepare minutes of the bid opening.

#### **23. Clarification of Bids**

23.1 During evaluation of the bids, the Purchaser may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted.

#### **24. Preliminary Examination**

24.1 The Purchaser will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

24.2 Arithmetical errors will be rectified on the following basis. If

there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected, unless there is an obvious discrepancy in placement of the decimal point. If there is a discrepancy between words and figures, the amount in words will prevail. If the Bidder does not accept the correction of the errors, its bid will be rejected, and its bid security may be forfeited.

24.3 The Purchaser may waive any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

24.4 Prior to the detailed evaluation, pursuant to ITB Clause 26, the Purchaser will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one that conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from, or objections or reservations to critical provisions, such as those concerning Bid Security (ITB Clause 15), Applicable Law (GCC Clause 31), and Taxes and Duties (GCC Clause 33), will be deemed to be a material deviation. The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

24.5 If a bid is not substantially responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

**25. Conversion to Single Currency**

25.1 To facilitate evaluation and comparison, the Purchaser will convert all bid prices expressed in the amounts in various currencies in which the bid prices are payable to either:

(a) the currency of the Country specified for delivery at the selling exchange rate established for similar transactions by the national Central Bank;

**or**

(b) U.S. dollars, at the selling rate of exchange published in the international press for the amount payable in foreign currency; and at the selling exchange rate established for similar transactions by the Central Bank of the Country specified for delivery for the amount payable in local currency;

(c) the prevailing UN exchange rate

25.2 The currency selected for converting bid prices to a common base for the purpose of evaluation, along with the source and

date of the exchange rate, are specified in the Bid Data Sheet.

**26. Evaluation and Comparison of Bids**

26.1 The Purchaser will evaluate and compare the bids which have been determined to be substantially responsive, pursuant to ITB Clause 24.

26.2 The Purchaser's evaluation of a bid will exclude and not take into account:

- (a) in the case of goods manufactured in the Country specified for delivery, or goods of foreign origin already located in the Country specified for delivery, sales and other similar taxes, which are or will be subject to the African Union exemption on payment of taxes and duties;
- (b) in the case of goods of foreign origin offered from abroad, customs duties and other similar import taxes on the goods where these are subject to the African Union exemption on payment of taxes and duties; and
- (c) any allowance for price adjustment during the period of execution of the contract, if provided in the bid.

26.3 Price comparison shall be between the EXW price of the goods offered from within the Country specified for delivery, and the CIF named port of destination (or CIP border point, or CIP named place of destination) price of the goods offered from outside the Country specified for delivery.

26.4 The Purchaser's evaluation of a bid may take into account, in addition to the bid price quoted in accordance with ITB Clause 11.2, one or more of the following factors as specified in the Bid Data Sheet, and quantified in ITB Clause 26.5:

- (a) cost of inland transportation, insurance, and other costs within the Country specified for delivery and incidental to delivery of the goods to their final destination.
- (b) delivery schedule offered in the bid;
- (c) deviations in payment schedule from that specified in the Special Conditions of Contract;
- (d) the cost of components, mandatory spare parts, and service;
- (e) the availability in the Country specified for delivery of spare parts and after-sales services for the equipment offered in the bid;
- (f) the projected operating and maintenance costs during the

life of the equipment;

- (g) the performance and productivity of the equipment offered; and/or
- (h) other specific criteria indicated in the Bid Data Sheet and/or in the Technical Specifications.

26.5 For factors retained in the Bid Data Sheet pursuant to ITB 26.4, one or more of the following quantification methods will be applied, as detailed in the Bid Data Sheet:

- (a) *Inland transportation from EXW/port of entry/border point, insurance, and incidentals.*

Inland transportation, insurance, and other incidental costs for delivery of the goods from EXW/port of entry/border point to the final destination or Project Site named in the Bid Data Sheet will be computed for each bid on the basis of published tariffs by the rail or road transport agencies, insurance companies, and/or other appropriate sources. To facilitate such computation, the Bidder shall furnish in its bid the estimated dimensions and shipping weight and the approximate EXW/CIF (or CIP border point) value of each package. The above cost will be added by the Purchaser to EXW/CIF/CIP border point price.

- (b) *Delivery schedule.*

- (i) The Purchaser requires that the goods under the Invitation for Bids shall be delivered (shipped) at the time specified in the Schedule of Requirements. The estimated time of arrival of the goods at the final destination or Project Site will be calculated for each bid after allowing for reasonable international and inland transportation time. Treating the bid resulting in the earliest time of arrival as the base, a delivery “adjustment” will be calculated for other bids by applying a percentage, specified in the Bid Data Sheet, of the EXW/CIF/CIP price for each week of delay beyond the base, and this will be added to the bid price for evaluation. No credit shall be given to early delivery.

**or**

- (ii) The goods covered under this invitation are required to be delivered (shipped) within an acceptable range of weeks specified in the Schedule of Requirement. No credit will be given to earlier deliveries, and bids offering delivery beyond this range will be treated as non-responsive. Within this acceptable range, an adjustment per week, as specified in the Bid Data

Sheet, will be added for evaluation to the bid price of bids offering deliveries later than the earliest delivery period specified in the Schedule of Requirements.

**or**

- (iii) The goods covered under this invitation are required to be delivered (shipped) in partial shipments, as specified in the Schedule of Requirements. Bids offering deliveries earlier or later than the specified deliveries will be adjusted in the evaluation by adding to the bid price a factor equal to a percentage, specified in the Bid Data Sheet, of EXW/CIF/CIP price per week of variation from the specified delivery schedule.

(c) *Deviation in payment schedule.*

- (i) Bidders shall state their bid price for the payment schedule outlined in the SCC. Bids will be evaluated on the basis of this base price. Bidders are, however, permitted to state an alternative payment schedule and indicate the reduction in bid price they wish to offer for such alternative payment schedule. The Purchaser may consider the alternative payment schedule offered by the selected Bidder.

**or**

- (ii) The SCC stipulate the payment schedule offered by the Purchaser. If a bid deviates from the schedule and if such deviation is considered acceptable to the Purchaser, the bid will be evaluated by calculating interest earned for any earlier payments involved in the terms outlined in the bid as compared with those stipulated in this invitation, at the rate per annum specified in the Bid Data Sheet.

(d) *Cost of spare parts.*

- (i) The list of items and quantities of major assemblies, components, and selected spare parts, likely to be required during the initial period of operation specified in the Bid Data Sheet, is annexed to the Technical Specifications. The total cost of these items, at the unit prices quoted in each bid, will be added to the bid price.

**or**

- (ii) The Purchaser will draw up a list of high-usage and high-value items of components and spare parts, along with estimated quantities of usage in the initial period of operation specified in the Bid Data Sheet. The total cost of these items and quantities will be computed from spare parts unit prices submitted by the Bidder and added to the bid price.

**or**

(iii) The Purchaser will estimate the cost of spare parts usage in the initial period of operation specified in the Bid Data Sheet, based on information furnished by each Bidder, as well as on past experience of the Purchaser or other purchasers in similar situations. Such costs shall be added to the bid price for evaluation.

(e) *Spare parts and after sales service facilities in the Country specified for delivery.*

The cost to the Purchaser of establishing the minimum service facilities and parts inventories, as outlined in the Bid Data Sheet or elsewhere in the bidding documents, if quoted separately, shall be added to the bid price.

(f) *Operating and maintenance costs.*

Since the operating and maintenance costs of the goods under procurement form a major part of the life cycle cost of the equipment, these costs will be evaluated in accordance with the criteria specified in the Bid Data Sheet or in the Technical Specifications.

(g) *Performance and productivity of the equipment.*

(i) Bidders shall state the guaranteed performance or efficiency in response to the Technical Specification. For each drop in the performance or efficiency below the norm of 100, an adjustment for an amount specified in the Bid Data Sheet will be added to the bid price, representing the capitalised cost of additional operating costs over the life of the plant, using the methodology specified in the Bid Data Sheet or in the Technical Specifications.

**or**

(ii) Goods offered shall have a minimum productivity specified under the relevant provision in the Technical Specifications to be considered responsive. Evaluation shall be based on the cost per unit of the actual productivity of goods offered in the bid, and adjustment will be added to the bid price using the methodology specified in the Bid Data Sheet or in the Technical Specifications.

(h) *Specific additional criteria*

Other specific additional criteria to be considered in the evaluation and the evaluation method shall be detailed in

the Bid Data Sheet and/or the Technical Specifications.

26.6 When bids are invited for individual lots and award of multiple contracts to individual bidders is permitted, the methodology of evaluation and the application of any conditional discounts to determine the award of contracts shall be specified in the Bid Data Sheet.

**27. Margin of Preference**

27.1 If the Bid Data Sheet so specifies, the Purchaser will grant a margin of preference to goods supplied from within African Union Member States for the purpose of bid comparison, for which this clause shall apply.

27.2 African Union bidders shall provide all evidence necessary to prove that they meet the following criteria to be eligible for a margin of preference in the comparison of their bids with those of bidders who do not qualify for the preference. They should:

- (a) be registered within a Member State of the African Union;
- (b) have majority ownership by nationals of Member States of the African Union;
- (c) not subcontract more than ten (10) percent of the Contract Price to foreign suppliers; and
- (d) satisfy any other criteria specified for the purpose of eligibility for the margin of preference, as specified in the Bidding Data.

27.3 Joint ventures of African Union Member State firms may be eligible for the margin of preference provided that:

- (a) individual partners satisfy the criteria of eligibility of ITB Clauses 27.2 (a) and (b);
- (b) the joint venture is registered in the Country specified for performance of the works;
- (c) the joint venture shall not subcontract more than ten (10) percent of the Contract Price, to foreign firms; and
- (d) satisfy any other criteria specified for the purpose of margin of preference eligibility, as specified in the Bidding Data.

27.4 The following procedure will be used to apply the margin of preference:

- (a) Responsive bids will be classified into the following

groups:

- (i) Group A: bids offered by African Union Member State bidders and joint ventures meeting the respective criteria of ITB Clauses 27.2 and 27.3 above; and
  - (ii) Group B: all other bids.
- (b) For the purpose of evaluation and comparison of bids only, an amount equal to the percentage stated in the Bidding Data of the evaluated Bid prices determined in accordance with ITB Clause 26. will be added to all bids classified in Group B.

**28. Contacting the Purchaser**

- 28.1 From the time of bid opening to the time of contract award, if any bidder wishes to contact the Purchaser on any matter related to the bid, it should do so in writing.
- 28.2 Any effort by a Bidder to influence the Purchaser in its decisions on bid evaluation, bid comparison, or contract award shall result in the rejection of the Bidder's bid.

**F. Award of Contract**

**29. Post-qualification**

- 29.1 In the absence of pre-qualification, the Purchaser will determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated cost responsive bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in ITB Clause 13.3.
- 29.2 The determination will take into account the Bidder's financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 13.3, as well as such other information as the Purchaser deems necessary and appropriate.
- 29.3 An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's bid, in which event the Purchaser will proceed to the next lowest evaluated cost bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

**30. Award Criteria**

- 30.1 Subject to ITB Clause 32, the Purchaser will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated cost bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.

- 31. Purchaser's Right to Vary Quantities at Time of Award**
- 31.1 The Purchaser reserves the right at the time of contract award to increase or decrease, by the percentage indicated in the Bid Data Sheet, the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.
- 32. Purchaser's Right to Accept Any Bid and to Reject Any or All Bids**
- 32.1 The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or bidders.
- 33. Notification of Award**
- 33.1 Prior to the expiration of the period of bid validity, the Purchaser will notify the successful Bidder in writing by registered letter or courier service that its bid has been accepted.
- 33.2 The notification of award will constitute the formation of the Contract.
- 33.3 Upon the successful Bidder's furnishing of the performance security pursuant to ITB Clause 35, the Purchaser will promptly notify the name of the winning Bidder to each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 15.
- 33.4 If, after notification of award, a Bidder wishes to ascertain the grounds on which its bid was not selected, it should address its request to the Purchaser. The Purchaser will promptly respond in writing to the unsuccessful Bidder.
- 34. Signing of Contract**
- 34.1 At the same time as the Purchaser notifies the successful Bidder that its bid has been accepted, the Purchaser will send the Bidder the Contract Form provided in the bidding documents, incorporating all agreements between the parties.
- 34.2 Within fourteen (14) days of receipt of the Contract Form, the successful Bidder shall sign and date the contract and return it to the Purchaser
- 35. Performance Security**
- 35.1 Within fourteen (14) days of the receipt of notification of award from the Purchaser, the successful Bidder shall, if required, furnish the performance security in accordance with the Conditions of Contract, using the Performance Security Form provided in the bidding documents, or in another form acceptable to the Purchaser.
- 35.2 Failure of the successful Bidder to comply with the requirement of ITB Clause 34.2 or ITB Clause 35.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Purchaser may make the award to

the next lowest evaluated cost Bidder or call for new bids.

### **36. Fraud and Corruption**

36.1 The African Union requires that Officers of the AU, as well as Bidders/ Suppliers/Contractors, observe the highest standard of ethics during the procurement and execution of such contracts.<sup>1</sup> 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”<sup>2</sup> 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”<sup>3</sup> 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”<sup>4</sup> 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”<sup>5</sup> 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; 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

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

<sup>2</sup> *“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.*

<sup>3</sup> *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.*

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

<sup>5</sup> *a “party” refers to any participant in the procurement process or contract execution.*

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.

36.2 Furthermore, Bidders shall be aware of the provision stated in Clause 24.1 of the General Conditions of Contract.

## Section III. Bid Data Sheet

The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in the ITB.

<b>Introduction</b>	
<b>ITB Clause 1.1</b>	Funding for this procurement is provided by <b>African Union Member States</b>
<b>ITB Clause 1.1</b>	Name of Purchaser: <b>African Union Commission</b>
<b>ITB Clause 1.1</b>	The Procurement Number is: <b>AUC/OSSS/NC/14</b>
<b>ITB Clause 1.1</b>	Project Title/Name of Contract: <b>Supply, Design and Installation, Testing and Commissioning of a Comprehensive Fire Detection, Suppression and Public Address System</b>
<b>ITB Clause 3.1</b>	The eligible origin of goods and services shall be restricted to countries that are Member States of the United Nations.
<b>ITB Clause 6.1</b>	Purchaser's address, telephone, and facsimile numbers. African Union, P. O. Box 3243, Addis Ababa, Ethiopia. Tel: +251 11 551 7700 Fax +251 115510442
<b>ITB Clause 8.1</b>	The Language of the Bid is English

<b>Bid Price and Currency</b>	
<b>ITB Clause 11.2</b> <b>(a)</b> <b>(iii) or (iv)</b> <b>(optional)</b>	For goods offered from within Ethiopia, the price for inland transportation, insurance, and other local costs incidental to delivery of the goods to the African Union Commission premises must be quoted if applicable.
<b>ITB Clause 11.2</b> <b>(b)</b>	For goods offered from abroad, the price of the goods shall be quoted CIF or CIP incoterms.
<b>ITB Clause 11.2</b> <b>(b)</b>	For goods offered from abroad, the price of the goods shall be quoted CIF Addis Ababa, or CIP Bole International Airport. In quoting the price, the destination/ delivery place is African Union Commission Stores the Bidder shall be free to use transportation through carriers registered in any eligible countries. Similarly, the Bidder may obtain insurance services from any eligible source country;

<b>ITB Clause 11.2 (b)</b> [[ <i>(iv) or (v)</i> ] ( <i>optional</i> )]	The Supplier shall quote the price for inland transportation, insurance, and other local costs incidental to delivery of the goods from the port of entry to their final destination, if deemed necessary.
<b>ITB 12.1 (a)</b>	For goods and services that the Bidder will supply from within Ethiopia, the prices shall be quoted in United States Dollars.
<b>ITB 12.1 (b)</b>	For goods and services that the Bidder will supply from outside Ethiopia, the prices shall be quoted in United States Dollars.

<b>Preparation and Submission of Bids</b>	
<b>ITB Clause 13.3 (d)</b>	<p>The required documentary evidence to be submitted by the bidder to confirm eligibility to bid is as follows:</p> <ul style="list-style-type: none"> <li>• Proof of company registration and incorporation</li> <li>• Valid business license and permits</li> <li>• Valid tax certificate</li> <li>• Bid validity (90 days)</li> <li>• Audited financial statements showing a turnover for the last 3 years</li> <li>• Bid security of USD 5,000.00 or equivalent in quote currency inform of a Bank Guarantee from a reputable bank</li> <li>• Proof of compliance to International Standards (NFPA/ISO) and Ethiopian Standards Compliant list / equivalent as stated in section VII (A) &amp; (B) respectively.</li> <li>• Evidence of at least five (5) years' experience in the field of supplying, installation and commissioning similar systems with at least three (3) contactable references from previous clients for similar projects.</li> <li>• Manufacturer's Authorization Form</li> <li>• Duly signed bid form in the format attached to the bid document</li> </ul>
<b>ITB Clause 14.3 (b)</b>	Spare parts are required to be available for two (2) years of operation.
<b>ITB Clause 15.1</b>	A bid security is required of USD 5,000.00 or equivalent in the currency of the bid.
<b>ITB Clause 16.1</b>	The period of bid validity shall be 90 days from the date for submission of bids.
<b>ITB Clause 17.1</b>	In addition to the original of the bid, the number of copies required

	is three (3).
<b>ITB Clause 18.2 (a)</b>	The address for submission of bids is: The Head of Supply Chain Management Division African Union Commission, P. O. Box 3243, Addis Ababa, Ethiopia Roosevelt Street Block C, 3rd Floor
<b>ITB Clause 18.2 (b)</b>	IFB title and Procurement Number are: <b>Supply, Design and Installation, Testing and Commissioning of a Comprehensive Fire Detection, Suppression and Public Address System; AUC/OSSS/NC/14</b>
<b>ITB Clause 19.1</b>	The deadline for submission of bids is 1500 hours local time on 06 June 2025
<b>ITB Clause 22.1</b>	The opening of bids shall take place at 1500 hours local time on 06 June 2025 at the address below: African Union Commission, P. O. Box 3243, Addis Ababa, Ethiopia Roosevelt Street Block C, 3rd Floor OSSD Meeting Room

<b>Bid Evaluation</b>	
<b>ITB Clause 25.2</b>	The common currency for evaluation purposes is <b>United States Dollars</b> and all bids in other currencies will be converted to the common currency at the selling exchange rate quoted the UN exchange rate on the date of the deadline for submission of bids.
<b>ITB Clause 26.4</b>	In addition to the bid price the following factors will be taken into account in determining the lowest evaluated cost bid: <ul style="list-style-type: none"> <li>a) Cost of inland transportation, insurance, and other costs within the Country specified for delivery and incidental to delivery of the goods to their final destination.</li> <li>b) Delivery schedule offered in the bid;</li> <li>c) Deviations in payment schedule from that specified in the Special Conditions of Contract;</li> </ul>
<b>ITB Clauses 26.5 (a) to (h)</b>	1) Criteria in ITB 26.5 (a) to (h) will apply. in addition to the following: <ul style="list-style-type: none"> <li>a) Preliminary <ul style="list-style-type: none"> <li>• Proof of company registration and incorporation</li> <li>• Valid business license and permits</li> <li>• Valid tax certificate</li> </ul> </li> </ul>

	<ul style="list-style-type: none"> <li>• Bid validity (90 days)</li> <li>• Audited financial statements showing a turnover for the last 3 years</li> <li>• Bid security - USD 5,000.00 or equivalent in quote currency inform of a Bank Guarantee from a reputable bank</li> <li>• Proof of compliance to International Standards (NFPA/ISO) and Ethiopian Standards Compliant list / equivalent as stated in section VII (A) &amp; (B) respectively.</li> <li>• Evidence of at least five (5) years' experience in the field of supplying, installation and commissioning similar systems with at least three (3) contactable references from previous clients for similar projects.</li> <li>• Manufacturer's Authorization Form</li> <li>• Duly signed bid form in the format attached to the bid document</li> </ul>
	b) Technical

Criteria	Sub-Criteria	Compliance (Yes/No)	Scoring (Percentage)
<b>1. FACP Specifications</b>	- 6-loop intelligent addressable system (NFPA 72, EN 54)*.	Yes/No	100% if all met; 0% if any * fails.
	- 500 devices per loop (total 3,000 devices)*.		
	- 24-hour backup battery (4x12V, 12AH)*.		
	- BACnet/Modbus integration for BMS*.		
<b>2. Repeaters</b>	- LCD display for real-time status (EN 54)*.	Yes/No	100% if all met; prorated otherwise.
	- Signal amplification up to 1,000m.		
	- 24V DC power supply compatibility.		
<b>3. Detection Devices</b>	- Smoke detectors: Addressable, 9m spacing (NFPA 72)*.	Yes/No	100% if all met; prorated otherwise.
	- Heat detectors: Rate-of-rise, 5.5m spacing (EN 54-5)*.		
	- Beam detectors: 15m spacing (NFPA 72)*.		
<b>4. Manual Call Points</b>	- Break-glass design, 20m spacing near exits (EN 54-11)*.	Yes/No	100% if all met.
<b>5. Sound/Light Alarms</b>	- Sounders: ≥75 dBA at 3m (EN 54-3)*.	Yes/No	100% if all met; prorated otherwise.
	- Strobes: 15m visibility (EN 54-23)*.		

<b>6. Emergency Lighting</b>	- 90-minute battery backup (EN 1838)*.	Yes/No	100% if all met.
<b>7. Fire Pump Set</b>	- Electric pump: 6.7 L/sec @ 64m head (NFPA 20)*.	Yes/No	100% if all met; prorated otherwise.
<b>8. Integration</b>	- BACnet/Modbus protocols for real-time monitoring*. -Integration of fire detection, alarm, and suppression systems. -Alarm Monitoring from NCC control room using LAN wired connections.	Yes/No	100% if all met.
<b>9. Wiring and Cabling</b>	- Fire-resistant, shielded 2x16 AWG cable (NFPA 72)*.	Yes/No	100% if all met.
<b>10. Testing &amp; Commissioning</b>	- Hydrostatic testing at 1.5x working pressure (NFPA 20)*.	Yes/No	100% if all met; prorated otherwise.
	- Alarm activation within 60 seconds (NFPA 72)*.		
	- Third-party certification*.		
<b>11. Maintenance &amp; Support</b>	- 2-year warranty for all system equipment and installations*.	Yes/No	100% if all met.
	- Availability of spare parts and local service partners.		

	<p>c) Financial</p> <ul style="list-style-type: none"> <li>• Cost</li> <li>• Turnover of at-least USD 150,000.00/equivalent for the past 3 years</li> <li>• Delivery Period</li> <li>• Terms of Payment</li> </ul>
<b>ITB Clause 27.1</b>	A margin of preference for goods manufactured within the African Union will not apply.

<b>Contract Award</b>	
<b>ITB Clause 31.1</b>	The percentage for quantity increase or decrease is 10 percent.

## Section IV. General Conditions of Contract

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## General Conditions of Contract

### 1. Definitions

1.1 In this Contract, the following terms shall be interpreted as indicated:

- (a) “The Contract” means the agreement entered into between the Purchaser and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) “The Contract Price” means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
- (c) “The Goods” means all of the equipment, machinery, commodities and/or other materials which the Supplier is required to supply to the Purchaser under the Contract.
- (d) “The Services” means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.
- (e) “GCC” means the General Conditions of Contract contained in this section.
- (f) “SCC” means the Special Conditions of Contract.
- (g) “The Purchaser” means the Commission of the African Union including all national offices and international organs of the African Union purchasing the Goods, as **named in the SCC.**
- (h) “The Country specified for delivery” is the country **named in the SCC.**
- (i) “The Supplier” means the individual or firm supplying the Goods and Services under this Contract and **named in SCC.**
- (j) “The Project Site,” where applicable, means the place or places **named in the SCC.**
- (k) “Day” means calendar day.

### 2. Application

2.1 These General Conditions shall apply to the extent that they are

not superseded by provisions of other parts of the Contract.

- 3. Country of Origin**
- 3.1 All Goods and Services supplied under the Contract shall have their origin in eligible countries and territories, as further elaborated **in the SCC**.
- 3.2 For purposes of this Clause, “origin” means the place where the Goods were mined, grown, or produced, or from which the Services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognised new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 3.3 The origin of Goods and Services is distinct from the nationality of the Supplier.
- 4. Standards**
- 4.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods’ country of origin. Such standards shall be the latest issued by the concerned institution.
- 5. Use of Contract Documents and Information**
- 5.1 The Supplier shall not, without the Purchaser’s prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The Supplier shall not, without the Purchaser’s prior written consent, make use of any document or information enumerated in GCC Clause 5.1 except for purposes of performing the Contract.
- 5.3 Any document, other than the Contract itself, enumerated in GCC Clause 5.1 shall remain the property of the Purchaser and shall be returned (all copies) to the Purchaser on completion of the Supplier’s performance under the Contract if so required by the Purchaser.
- 6. Patent Rights**
- 6.1 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 or any part thereof in the Country specified for delivery.
- 7. Performance**
- 7.1 Within fourteen (14) days of receipt of the notification of

## **Security**

Contract award, the successful Bidder shall furnish to the Purchaser the performance security in the amount **specified in SCC**.

- 7.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 7.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Purchaser and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in a Member State of the African Union or abroad, acceptable to the Purchaser, in the form provided in the bidding documents or another form acceptable to the Purchaser; or
  - (b) a cashier's or certified check.
- 7.4 The performance security will be discharged by the Purchaser and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless otherwise **specified in SCC**.

## **8. Inspections and Tests**

- 8.1 The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Purchaser. The **SCC** and the Technical Specifications shall specify what inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.
- 8.2 The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.
- 8.3 Should any inspected or tested Goods fail to conform to the Specifications, the Purchaser may reject the Goods, and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Purchaser.
- 8.4 The Purchaser's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival in the Country specified for

delivery shall in no way be limited or waived by reason of the Goods having previously been inspected, tested, and passed by the Purchaser or its representative prior to the Goods' shipment from the country of origin.

8.5 Nothing in GCC Clause 8 shall in any way release the Supplier from any warranty or other obligations under this Contract.

## 9. Packing

9.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, **specified in the SCC**, and in any subsequent instructions ordered by the Purchaser.

## 10. Delivery and Documents

10.1 Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. The details of shipping and/or other documents to be furnished by the Supplier are **specified in the SCC**.

10.2 For purposes of the Contract, "EXW," "FOB," "FCA," "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.

10.3 Documents to be submitted by the Supplier are **specified in the SCC**.

## 11. Insurance

11.1 The Goods supplied under the Contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery in the manner **specified in the SCC**.

11.2 Where delivery of the Goods is required by the Purchaser on a CIF or CIP basis, the Supplier shall arrange and pay for cargo insurance, naming the Purchaser as beneficiary. Where delivery is on a FOB or FCA basis, insurance shall be the responsibility of the Purchaser.

## 12. Transportation

12.1 Where the Supplier is required under Contract to deliver the

Goods FOB, transport of the Goods, up to and including the point of putting the Goods on board the vessel at the specified port of loading, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price. Where the Supplier is required under the Contract to deliver the Goods FCA, transport of the Goods and delivery into the custody of the carrier at the place named by the Purchaser or other agreed point shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.

12.2 Where the Supplier is required under Contract to deliver the Goods CIF or CIP, transport of the Goods to the port of destination or such other named place of destination in the Country specified for delivery, as shall be specified in the Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.

12.3 Where the Supplier is required under the Contract to transport the Goods to a specified place of destination within the Country specified for delivery, defined as the Project Site, transport to such place of destination , including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.

12.4 Where the Supplier is required under Contract to deliver the Goods CIF or CIP, no restriction shall be placed on the choice of carrier. Where the Supplier is required under Contract (a) to deliver the Goods FOB or FCA, and (b) to arrange on behalf and at the expense of the Purchaser for international transportation on specified carriers or on national flag carriers of the Country specified for delivery, the Supplier may arrange for such transportation on alternative carriers if the specified or national flag carriers are not available to transport the Goods within the period(s) specified in the Contract.

### **13. Incidental Services**

13.1 The Supplier may be required to provide any or all of the following services, including additional services, if any, **specified in the SCC:**

- (a) performance or supervision of on-site assembly and/or start-up of the supplied Goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
- (d) performance or supervision or maintenance and/or repair of

the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and

- (e) training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

13.2 Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

#### **14. Spare Parts**

14.1 As **specified in the SCC**, the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

- (a) such spare parts as the Purchaser may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under the Contract; and
- (b) in the event of termination of production of the spare parts:
  - (i) advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and
  - (ii) following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

#### **15. Warranty**

15.1 The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the Purchaser's specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the Country specified for delivery.

15.2 This warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been

delivered to and accepted at the final destination indicated in the Contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless **specified otherwise in the SCC**.

- 15.3 The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the Supplier shall, within the period **specified in the SCC** and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the Purchaser other than, where applicable, the cost of inland delivery of the repaired or replaced Goods or parts from EXW or the port or place of entry to the final destination.
- 15.5 If the Supplier, having been notified, fails to remedy the defect(s) within the period **specified in the SCC**, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

## 16. Payment

- 16.1 The method and conditions of payment to be made to the Supplier under this Contract shall be **specified in the SCC**.
- 16.2 The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted pursuant to GCC Clause 10, and upon fulfilment of other obligations stipulated in the Contract.
- 16.3 Payments shall be made promptly by the Purchaser, but in no case later than forty five (45) days after submission of an invoice or claim by the Supplier.
- 16.4 The currency or currencies in which payment is made to the Supplier under this Contract shall be **specified in the SCC** subject to the following general principle: payment will be made in the currency or currencies in which the payment has been requested in the Supplier's bid.
- 16.5 All payments shall be made in the currency or currencies **specified in the SCC** pursuant to GCC 16.4.

## 17. Prices

- 17.1 Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments **authorised in the SCC** or in the Purchaser's request

for bid validity extension, as the case may be.

- 18. Change Orders** 18.1 The Purchaser may at any time, by a written order given to the Supplier pursuant to GCC Clause 32, make changes within the general scope of the Contract in any one or more of the following:
- (a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
  - (b) the method of shipment or packing;
  - (c) the place of delivery; and/or
  - (d) the Services to be provided by the Supplier.
- 18.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Purchaser's change order.
- 19. Contract Amendments** 19.1 Subject to GCC Clause 18, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.
- 20. Assignment** 20.1 The Supplier shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Purchaser's prior written consent.
- 21. Subcontracts** 21.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under this Contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the Supplier from any liability or obligation under the Contract.
- 21.2 Subcontracts must comply with the provisions of GCC Clause 3.

**22. Delays in the Supplier's Performance**

- 22.1 Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Purchaser in the Schedule of Requirements.
- 22.2 If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.
- 22.3 Except as provided under GCC Clause 25, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 23, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of liquidated damages.

**23. Liquidated Damages**

- 23.1 Subject to GCC Clause 25, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage **specified in the SCC**. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause 24.

**24. Termination for Default**

- 24.1 The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part:
- (a) if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 22; or
  - (b) if the Supplier fails to perform any other obligation(s) under the Contract.
  - (c) if the Supplier, in the judgement of the Purchaser, has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for or in executing the Contract.

For the purpose of this clause:

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

“fraudulent practice”<sup>7</sup> 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”<sup>8</sup> 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”<sup>9</sup> 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;

“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;

24.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 24.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

**25. Force Majeure** 25.1 Notwithstanding the provisions of GCC Clauses 22, 23, and 24, the Supplier shall not be liable for forfeiture of its performance

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<sup>6</sup> “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.

<sup>7</sup> 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.

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

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

security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

25.2 For purposes of this clause, “Force Majeure” means an event beyond the control of the Supplier and not involving the Supplier’s fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

25.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

**26. Termination  
for Insolvency**

26.1 The Purchaser may at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.

**27. Termination  
for  
Convenience**

27.1 The Purchaser, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser’s convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

27.2 The Goods that are complete and ready for shipment within thirty (30) days after the Supplier’s receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

- (a) to have any portion completed and delivered at the Contract terms and prices; and/or
- (b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.

**28. Settlement of  
Disputes**

28.1 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.

28.2 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, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

28.2.1 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 under the Contract.

28.2.2 Arbitration proceedings shall be conducted in accordance with the rules of procedure **specified in the SCC**.

28.3 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.

## **29. Limitation of Liability**

29.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6,

- (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, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser 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.

## **30. Governing Language**

30.1 The Contract shall be written in English unless otherwise **specified in the SCC**. Subject to GCC Clause 31, the version of the Contract written in the specified language shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

- 31. Applicable Law** 31.1 The Contract shall be interpreted in accordance with International Law, unless otherwise **specified in the SCC.**
- 32. Notices** 32.1 Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing to the address **specified in the SCC.**
- 32.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.
- 33. Taxes and Duties** 33.1 The African Union and its subsidiary 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 AUC 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 AUC.
- 33.2 A Supplier shall be responsible for obtaining exemption for the African Union from all local taxes, duties, and license fees incurred until delivery of the contracted Goods to the Purchaser, unless otherwise agreed in writing by the AUC.

## **Section V. Special Conditions of Contract**

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## Special Conditions of Contract

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract. The corresponding clause number of the GCC is indicated in parentheses.

### **GCC Clause 1 - Definitions**

GCC 1.1 (g)—The Purchaser is:

GCC 1.1 (h)—The Country specified for delivery is:

GCC 1.1 (i)—The Supplier is:

GCC 1.1 (j)—The Project Site or place of delivery is:

### **GCC Clause 3.1 - Country of Origin**

All countries and territories which are member states of the United Nations are eligible.

### **GCC Clause 7.1 - Performance Security**

The amount of performance security, as a percentage of the Contract Price, shall be a minimum of *[insert percentage]* percent.

### **GCC Clause 8.1 - Inspections and Tests**

Inspection and tests prior to shipment of Goods and at final acceptance are as follows: *[insert list of the inspections and tests required]*

### **GCC Clause 9.2 - Packing**

The packing, marking and documentation shall be as follows: *[list the precise packing and marking instructions]*.

### **GCC Clause 10.3 - Delivery and Documents**

*[Provide lists of the documents required for goods supplied from abroad and for goods supplied from within the Country specified for delivery, in accordance with the Incoterms selected.]*

### **GCC Clause 11.1 - Insurance**

The Insurance shall be in an amount equal to 110 percent of the CIF or CIP value of the Goods from “warehouse” to “warehouse” on “All Risks” basis, including War Risks and Strikes.

### **GCC Clause 13.1 Incidental Services**

Incidental services to be provided are:

*[List required services. The price quoted in the bid price or agreed with the selected Supplier shall be included in the Contract Price.]*

### **GCC Clause 14.1 - Spare Parts**

Additional spare parts requirements are:

*[Specify any additional requirements related to spare parts which are not specifically covered by the Schedule of Requirements.]*

**GCC Clause 15.2 - Warranty**

*[Specify any changes to the required terms of the warranty stated in the GCC.]*

**GCC Clause 15.4 - Repair or Replacement of Defective Goods**

The period allowed to the Supplier for correction of defects in the warranty period by the Supplier is *[insert number]* days.

**GCC Clause 15.5 – Failure to Repair or Replace Defective Goods**

The period allowed to the Supplier after failure of the Supplier to remedy defects in the warranty period and before the Purchaser may take remedial action at the expense of the Supplier is *[insert number]* days.

**GCC Clause 16.1 - Payment**

The method and conditions of payment to be made to the Supplier under this Contract shall be:

*[Insert detailed method and conditions]*

**GCC Clause 16.4** - The currencies in which payment is to be made to the Supplier are: *[insert currency or currencies and the percentage of the contract price to be paid in each currency]*. [Note that this clause can only be completed during finalisation of the contract for the winning bidder]

**GCC Clause 23.1 - Liquidated Damages**

The applicable rate for liquidated damages is *[insert percentage]* percent per week or part thereof. The maximum deduction for liquidated damages is *[insert percentage]* percent.

**GCC Clause 28.2.2 - Settlement of Disputes**

The basis of arbitration shall be:

*[At the time of finalising the Contract, the parties shall agree the basis for settlement of disputes - and applicable clauses only should be retained in the Contract.]*

**GCC Clause 30.1 - Governing Language**

The Governing Language of the Contract shall be English.

**GCC Clause 31.1 - Applicable Law**

The Contract shall be interpreted in accordance with International Law in accordance with provisions of the United Nations Commission on International Trade Arbitration Rules (UNCITRAL).

**GCC Clause 32.1 - Notices**

The Purchaser's address for notice purposes is *[insert full address]*.

The Supplier's address for notice purposes is *[insert full address]*.



## Section VII. Technical Specifications

### Technical Specifications

**1. Introduction**

AUC HQ in Addis Ababa, Ethiopia, is seeking proposals from qualified contractors to upgrade and integrate its fire safety systems. This project encompasses the supply, design and installation, testing and commissioning of a comprehensive fire detection and suppression system and a public address system. This RFB outlines the requirements and expectations for this project.

**2. Description of existing building and Safety and Security system infrastructure**

- a. The heat and smock detection system are functioning to some extent. The accessories of the fire detection system are obsolete and need upgrading.
- b. The building lays on a built-up area of approximately 10480.24
- c. The building has fire hose and reels, which are not connected to dedicated water tanker for the firefighting system.
- d. The existing fire hose and reels are not tested previously whether they are functionl and usable.
- e. The firefighting water tanker is installed at building A basement 3 and fire pump is also planned to be in Building A basement 3.
- f. The firefighting pump and tanker is planned to be used for buildings B,C and D in the future.

**Quantities of Existing Fire Safety equipment by Category**

Category	Quantity					
	Ground Floor	First Floor	Second Floor	Third Floor	Fourth Floor	Total
<b>Smoke Detectors</b>	20	34	22	8	2	86
<b>Heat Detectors</b>	4	2	2	4	8	20
<b>Manual Call Points</b>	4	4	4	4	4	20

See Section D Zoning Plan and Estimated Fire Alarm and Detection Systems (request it on site visit)

- a) **Zone by Floor:** Each floor is divided into sub-zones based on occupancy type and risk level.

**b) Risk Categories:**

- **High Risk:** Kitchens, electrical rooms, server rooms.
- **Medium Risk:** Conference rooms, offices, storage areas.
- **Low Risk:** Lobbies, corridors, staircases.

**c) Detector Types:**

- **Smoke Detectors:** Open areas, lobbies, offices.
- **Heat Detectors:** Kitchens, mechanical rooms.
- **Manual Call Points (MCPs):** Near exits, staircases.

**3. Scope of Work**

**3.1 Lot 1: Fire Detection System Upgrade**

- Upgrade existing detectors to addressable smoke/heat/beam detectors with dual-sensor technology (e.g., ionization and photoelectric).
- Supply and install a 6-loop Fire Alarm Control Panel (FACP) with a network control annunciator/repeater, adhering to the detailed technical specifications provided in Section C.
- Detailed Technical Specifications for Repeater and 6-Loop FACP (See section C)
- Low current high output multi-tone fire sounder, sound level 75 dBA in housing
- Supply and install manual call points
- Alarm activation must occur within 30 seconds of fire detection.
- Interlinking to the lift control system to enable the lift to stop and evacuate at the nearest floor landing in the event of a fire.

**3.2 Lot 2: Fire Suppression System**

- Design, upgrade, and install a cost-effective fire suppression system (fire pump) compliant with NFPA 20.
- Conduct hydrostatic testing at 1.5x working pressure for 2 hours.
- Alarm activation must occur within 30 seconds of fire detection.
- **Fire pumps**
  - a) Booster pump sets as specified in **section C**
  - b) Fire rated pump set as specified in **section C**

- c) Pipes and accessories.
- d) Connection to the existing system.
- e) Related automation for pumps
- f) Connection to the main system.

### **3.3 Public Address System**

As per **section C** specification or approved equivalent

### **3.4 Installation, Testing, Commissioning, and Civil Works**

- The contractor shall submit a detailed civil works plan, including drawings and material specifications, for business unit approval before commencement.

### **3.5 BMS Integration**

- BMS compatibility must include real-time monitoring of pump status, water levels, alarm signals and compatibility with the existing Elevators.
- BMS integration must utilize open communication protocols such as BACnet or Modbus. The contractor shall clearly specify the communication protocols used.

### **3.6 Mock-Up Approval**

- Contractor shall submit a mock-up of critical components (e.g., pump assembly) for AU approval before full installation.

## **4. Phase-by-Phase Implementation**

### **4.1 Phase 1: Design and Planning**

- Submission of detailed design drawings and specifications.
- Submission of a project schedule and work plan.
- Submission of material submittals.
- Civil work plan submittal.

### **4.2 Phase 2: Procurement and Delivery**

- Procurement and delivery of all equipment and materials.
- Submission of manufacturer's certifications and compliance documentation.

### **4.3 Phase 3: Installation**

- Installation of fire detection and suppression as well as PA systems.
- Installation of FACP and repeaters.
- Integration with BMS.

#### **4.4 Phase 4: Testing and Commissioning**

- Conduct hydrostatic testing and alarm activation tests.
- Complete system testing and commissioning.
- Submission of test reports and commissioning documentation.

#### 4.5 Phase 5: Training and Handover

- Provision of operational and maintenance training to business unit technical staff.
- Handover of as-built drawings and documentation. (Both operator and maintenance manuals, maintenance plan, as-built drawings, step-by-step configuration, troubleshooting, and spare part replacement manual, etc.)

#### Documentation

- **As-Built Drawings:** Provide detailed wiring diagrams showing cable routes, device locations, and connection points.
- **Manuals:**User, operational & Technical Manuals in digital and hard copy format.
- **Test Reports:** Submit test reports for technical, operational and functional testing.

#### Acceptance Criteria & Certification,

Upon completion, the contractor shall provide:

- **As-built drawings** indicating actual wiring routes, devices locations and integrations.
- **Test reports** Factory & Site Acceptance Testing (FAT & SAT) reports for installed systems.
- **Third-party compliance certificates** (UL, FM, LPCB, CE).
- **Manufacturer warranties** for installed systems.

#### 5. Labor and Safety Compliance

- **Ethiopian Labor Laws:** Contractor shall comply with all applicable Ethiopian labor laws.
- **Safety Standards:** Contractor shall adhere to Ethiopian Occupational Safety and Health issues in Proclamation No. 1156/2019, including certified scaffolding and PPE compliant with ES 1179:2010.

- **Local Support:** Manufacturer must demonstrate availability of spare parts in Ethiopia and provide a local service partner.

*"Contractor shall adhere to Ethiopian Occupational Safety and Health issues in Proclamation No. 1156/2019, including certified scaffolding and PPE compliant with ES."*

## 6. Detailed Technical Specifications for Repeater and 6-Loop FACP

- **Communication Protocols:** Clearly state the communication protocols used for BMS integration (e.g., BACnet, Modbus).
- **Manufacturer Information:** Provide the manufacturer's name, model numbers, and certifications for all equipment.
- **Warranty and Assurance**

## 7. Compliance and Certifications

- **FACP and Repeater Compliance:**
  - NFPA 72: Compliance with National Fire Alarm and Signaling Code.
  - EN 54: Compliance with European fire detection and alarm system standards.
  - CE Marking: Indicates compliance with EU health, safety, and environmental standards

## 8. Maintenance and Support

- **Maintenance Requirements:**
  - Routine Inspections: Quarterly inspections of FACP, repeaters, and connected devices.
  - Battery Replacement: Replace backup batteries every 3-5 years or as per manufacturer recommendations.
  - Software Updates: Regular updates to FACP firmware for improved performance and security.
- **Support Requirements:**
  - Warranty: Minimum 2-year warranty for all equipment.
  - Technical Support: 24/7 technical support from the manufacturer or supplier
  - Training: Provide operational and maintenance training to business unit technical staff.

- Manufacturer must demonstrate availability of spare parts in Ethiopia and provide a local service partner

**9. Proposal Submission Requirements**

- Company profile and experience.
- Detailed technical proposal, including detailed specifications, list of equipment, quantity, models, brand, and methodology.
- Project schedule and work plan.
- Cost proposal, broken down by lot and phase. (in a separate envelope)
- Compliance documentation and certifications.
- References and past project experience.
- Proof of local support and spare parts availability.

**10. Technical Evaluation Criteria**

- Technical compliance and understanding of requirements.
- Project schedule and methodology.

Contractor must provide a schedule of work and time frame during the submission of work. The contractor should have the resources to work during after-hours and weekends. The timelines will be finalized during the signing of the contracts. The starting date will be determined by AU HQs and will be informed to the contractor by phone or email, at least one week prior to start.

- **Compliance Check:** Each criterion has mandatory requirements (marked with \*). Bidders failing to meet **any mandatory requirement** will be deemed **non-compliant** and disqualified.

Criteria	Sub-Criteria	Compliance (Yes/No)	Scoring (Percentage)
<b>1. FACP Specifications</b>	- 6-loop intelligent addressable system (NFPA 72, EN 54)*.	Yes/No	100% if all met; 0% if any * fails.
	- 500 devices per loop (total 3,000 devices)*.		
	- 24-hour backup battery (4x12V, 12AH)*.		
	- BACnet/Modbus integration for BMS*.		
<b>2. Repeaters</b>	- LCD display for real-time status (EN 54)*.	Yes/No	100% if all met; prorated otherwise.
	- Signal amplification up to 1,000m.		
	- 24V DC power supply compatibility.		
<b>3. Detection</b>	- Smoke detectors: Addressable, 9m	Yes/No	100% if all met;

Criteria	Sub-Criteria	Compliance (Yes/No)	Scoring (Percentage)
<b>Devices</b>	spacing (NFPA 72)*.		prorated otherwise.
	- Heat detectors: Rate-of-rise, 5.5m spacing (EN 54-5)*.		
	- Beam detectors: 15m spacing (NFPA 72)*.		
<b>4. Manual Call Points</b>	- Break-glass design, 20m spacing near exits (EN 54-11)*.	Yes/No	100% if all met.
<b>5. Sound/Light Alarms</b>	- Sounders: $\geq 75$ dBA at 3m (EN 54-3)*.	Yes/No	100% if all met; prorated otherwise.
	- Strobes: 15m visibility (EN 54-23)*.		
<b>6. Emergency Lighting</b>	- 90-minute battery backup (EN 1838)*.	Yes/No	100% if all met.
<b>7. Fire Pump Set</b>	- Electric pump: 6.7 L/sec @ 64m head (NFPA 20)*.	Yes/No	100% if all met; prorated otherwise.
<b>8. Integration</b>	- BACnet/Modbus protocols for real-time monitoring*. -Integration of fire detection, alarm, and suppression systems. -Alarm Monitoring from NCC control room using LAN wired connections.	Yes/No	100% if all met.
<b>9. Wiring and Cabling</b>	- Fire-resistant, shielded 2x16 AWG cable (NFPA 72)*.	Yes/No	100% if all met.
<b>10. Testing &amp; Commissioning</b>	- Hydrostatic testing at 1.5x working pressure (NFPA 20)*.	Yes/No	100% if all met; prorated otherwise.
	- Alarm activation within 60 seconds (NFPA 72)*.		
	- Third-party certification*.		
<b>11. Maintenance &amp; Support</b>	- 2-year warranty for all system equipment and installations*.	Yes/No	100% if all met.
	- Availability of spare parts and local service partners.		

## A. NFPA/ISO Compliance List

## Fire Detection and Alarm Systems

- 1.1. **NFPA 70:** *National Electrical Code (All electrical installations, including wiring and cabling, shall comply with NFPA 70.*
- 1.2. **NFPA 72:** *National Fire Alarm and Signaling Code (2022 Edition). (design, installation, testing, and maintenance of fire alarm systems; including Fire Alarm Control Panel (FACP) and repeaters shall comply with NFPA 72.and Alarm activation within 30 seconds of fire detection)*
- 1.3. **EN 54 Series:** *Fire detection and fire alarm systems. (All fire detection and alarm systems shall comply with EN 54)*
  - **EN 54-2:** *Fire detection and fire alarm systems – Part 2: Control and indicating equipment*
  - **EN 54-5:** Heat detectors.
  - **EN 54-7:** Smoke detectors.
  - **EN 54-11:** *Fire detection and fire alarm systems – Part 11: Manual call points (2015)*
  - **EN 54-12:** Smoke detectors – Line detectors using an optical beam.
  - **EN 54-13:** Compatibility assessment of system components. (System components shall be compatible and comply with EN 54-13)
  - **EN 50849:2017:** Sound systems for emergency purposes. (Public address (PA) systems shall comply with EN 50849:2017)
  - **EN 54-25:** Components using radio links.
  - **EN 15232:** *Energy performance of buildings – Impact of Building Automation, Controls, and Building Management (2017)*
  - **ISO 16484-5:** Building automation and control systems – Part 5: Data communication protocol (2017). Standard for BMS communication protocols.
- 1.4. **ISO 7240 Series:** *Fire detection and alarm systems.*
  - **ISO 7240-1:** General definitions (All fire detection systems shall comply with ISO 7240-1.)
  - **ISO 7240-2:** Fire detection and alarm systems – Part 2: Control and indicating equipment
  - **ISO 7240-14:** Guidelines for design, installation, and servicing. (System design and installation shall follow ISO 7240-14 guidelines)
  - **ISO 7240-19:** Voice alarm systems (Voice alarm systems and PA systems shall comply with ISO 7240-19)
  - **ISO 7240-11:** *Fire detection and alarm systems – Part 11: Manual call points*

## Fire Suppression Systems

- 2.1 **NFPA 20:** *Standard for the Installation of Stationary Pumps for Fire Protection (2022). (requirements for fire pumps, controllers, and accessories) Fire pumps and booster pump sets shall comply with NFPA 20, Hydrostatic testing at 1.5x working pressure for 2 hours.*
- 2.2 **EN 12845:** *Fixed firefighting systems – Automatic sprinkler systems (2015). (design, installation, and maintenance of sprinkler systems)*

**2.3 ISO 6182-1:** *Fire protection – Automatic sprinkler systems – Part 1: Requirements and test methods for sprinklers* (2014).

### **Public Address (PA) and Emergency Sound Systems**

**3.1 EN 60849:** *Sound systems for emergency purposes* (2019). (requirements for emergency sound systems, including integration with fire alarms)

**3.2 NFPA 72 Chapter 24:** *Emergency Communications Systems* (2022). (voice evacuation, mass notification, and PA systems)

**3.3 ISO 7240-19:** *Fire detection and alarm systems – Part 19: Design, installation, commissioning, and service of sound systems for emergency purposes* (2007).

### **Wiring and Electrical Safety**

**BS 7629-1:** *Fire-resistant cables – Part 1: Specification for multicore fire-resistant cables* (2015)

**IEC 60331:** *Tests for electric cables under fire conditions – Circuit integrity* (2018). (fire resistance requirements for cables)

**IEC 60529:** *Degrees of protection provided by enclosures (IP Code)* (2013) (protection levels for electrical enclosures)

**NFPA 70:** *National Electrical Code (NEC)* (2023). (electrical wiring and equipment installation).

### **Emergency Evacuation Lighting**

○ **EN 1838:** *Lighting applications – Emergency lighting* (2013).

○ **NFPA 101:** *Life Safety Code* (2021).

○ **ISO 30061:** *Emergency lighting* (2007).

### **Testing and Maintenance**

**6.1 NFPA 25:** *Standard for the Inspection, Testing, and Maintenance of Water-Based Fire Protection Systems* (2023).

**6.2 EN 54-27:** *Fire detection and fire alarm systems – Part 27: Duct smoke detectors* (2015).

**6.3 ISO 22397:** *Guidelines for incident preparedness and operational continuity management* (2014).

## **B. Ethiopian Standards compliant checklists**

### **1. Compliance with Ethiopian Building Code**

### **2. Compliance with Ethiopian Fire Safety Proclamation and Directives**

- Regulation Number 132/2022 The Addis Ababa City Government Disaster Risk Safety Regulation
- Addis Ababa City Administration Disaster Prevention, audit, Inspection and Qualification System Directive No. 163/2024

## **C. Minimum Technical Specifications Compliance List**

## **1 Fire Alarm Control Panel (FACP)**

### **1.1 General Requirements**

The Fire Alarm Control Panel (FACP) shall be an intelligent, addressable, 6-loop digital system designed to provide automatic and manual fire detection, alarm signaling, and system monitoring. It must support seamless integration with other systems, and the Building Management System (BMS).

- **Type:** Intelligent, addressable, 6-loop digital FACP.
- **Capacity:**
  - Loops: 6 loops, supporting up to 500 devices per loop (total 3,000 Addressable devices),
  - Devices: Compatible with addressable smoke detectors, heat detectors, beam detectors, manual call points (MCPs), sounders, repeaters, Fire pump etc.).
- **Power Supply:**
  - Primary: 220V AC, 50Hz.
  - Backup: 24V DC, 4x12V, 12AH batteries (minimum 24-hour backup).
- **Environmental Conditions:**
  - Operating Temperature: 0°C to 40°C.
  - Humidity: 10% to 90% non-condensing.

### **1.2 Functional Requirements**

- **System Monitoring:**
  - Continuous monitoring of all connected devices (e.g., detectors, sounders, MCPs).
  - Real-time fault detection and reporting (e.g., open circuits, short circuits).
- **Event Logging:**
  - Storage of at least 10,000 events (e.g., alarms, faults, system changes).
  - Event log accessible via LCD display and software interface.
- **Alarm Signaling:**
  - Audible and visual alarms for fire, fault, and supervisory conditions.
- **Integration:**
  - Compatibility with Building Management System (BMS) via BACnet or Modbus protocols.
  - Support for real-time monitoring of pump status, water levels, and alarm signals.
  - The integration should allow remote wired monitoring of audible and visual alarms for fire, faults, and other critical events via a Personal Computer (PC) using wired LAN network. This enables efficient oversight of the fire safety infrastructure from the NCC building main control room within the same compound.
- **User Interface:**
  - LCD display (minimum 4 lines x 20 characters) for system status, diagnostics, and event logs.
  - Intuitive menu navigation for system configuration and troubleshooting.

### 1.3 Technical Specifications

Parameter	Specification
<b>Loop Capacity</b>	6 loops, Minimum of 50 0 addressable devices per loop, and Loop, 500 devices per loop (total 3,000 devices), Loop Type: Class A (Redundant) & Class B (Simplex) selectable per NFPA 72
<b>Power Supply</b>	220V AC, 50Hz; 24V DC backup (4x12V, 12AH batteries + 5-minute full alarm load), Sealed Lead Acid (SLA) or Lithium-Ion (UL-approved)
<b>Communication Protocols &amp; Networking</b>	BACnet, Modbus, or equivalent for BMS integration. <ul style="list-style-type: none"> <li>Built-in Ethernet (IP-based) &amp; RS-485 ports for BMS integration.</li> <li>Supports BACnet, Modbus, or LonWorks for external system connectivity.</li> <li>Remote monitoring capability via wired LAN network.</li> <li>Monitoring from a LAN) wired connected PC monitor and speaker from more than 500 meters distance.</li> </ul>
<b>Event Logging</b>	10,000 events storage capacity.
<b>Display</b>	LCD with backlight, minimum 4 lines x 20 characters. for system control and status monitoring. <ul style="list-style-type: none"> <li>Multi-language support, including <b>English</b>.</li> <li>LED indicators for alarm, supervisory, trouble, and system status.</li> </ul>
<b>Environmental Rating</b>	IP30 (indoor use) or IP54 (dust protection)
<b>Certifications</b>	NFPA 72, EN 54, CE, RoHS, or Ethiopian Fire safety standards.

### 1.4 Operational Features

#### Fault Tolerance & Self-Diagnostics

- Auto-detect wiring faults, short circuits, and ground faults per NFPA 72.
- Built-in loop isolators to maintain device operation in case of circuit failure.
- Automatic device addressing to simplify commissioning.

#### Alarm & Notification Features

- Programmable alarm zoning for precise location identification.
- Customizable evacuation messaging & phased evacuation capability.
- Automatic elevators recall and fire door control interface.

#### Remote Access & Maintenance

- Remote programming & diagnostics
- Software is upgradable via USB or network or network.

## 2 Repeaters

### 2.1 General Requirements

The Network Control Annunciator (NCA)/Repeater is a critical component of the fire alarm system that provides remote monitoring, status display, and system control for the Fire Alarm Control Panel (FACP). It must be fully integrated with the main fire alarm network, ensuring seamless communication, real-time event display, and operational redundancy in case of emergencies.

- **Type:** Network control annunciator/repeater.
- **Compliance:** NFPA 72, EN 54.
- **Power Supply:** 24V DC (supplied by FACP or standalone power supply).
- **Environmental Conditions:**
  - **Operating Temperature:** 0°C to 40°C.
  - **Humidity:** 10% to 90% non-condensing.

## 2.2 Functional Requirements

- **Signal Amplification:**
  - Amplifies and relays signals from the FACP to remote devices (e.g., detectors, sounders).
  - Ensures consistent signal strength across long distances or large areas.
- **System Monitoring:**
  - Displays real-time system status (e.g., alarms, faults) on LCD screen.
  - Audible and visual alarms for fire, fault, and supervisory conditions.
- **User Interface:**
  - **LCD display** (minimum 2 lines x 16 characters) for system status and diagnostics.
  - Intuitive menu navigation for configuration and troubleshooting.

## 2.3 Technical Specifications

Parameter	Specification
<b>Power Supply</b>	24V DC (supplied by FACP or standalone power supply), Backup Battery: Minimum 8 hours standby + 5 minutes full load operation
<b>Display</b>	LCD with backlight, minimum 2 lines x 16 characters with real-time event updates
<b>Signal Amplification</b>	Supports up to 1,000m cable length per loop.
<b>Control Capabilities</b>	Acknowledge, silence, and reset alarms, View device status and event history and Monitor system faults and supervisory conditions
<b>Communication Protocols &amp; networking</b>	Compatible with FACP communication protocols
<b>Environmental Rating</b>	IP30 (indoor use).

## 2.4 Operational Features

Provides remote control, alarm monitoring, and system diagnostics for the FACP.

- **Signal Amplification:**
  - Amplifies and relays signals from the Fire Alarm Control Panel (FACP) to remote devices (e.g., detectors, sounders, manual call points).
  - Ensures consistent signal strength across long distances or large areas.

- **System Monitoring:**
  - Displays real-time system status (e.g., alarms, faults) on LCD screen.
  - Audible and visual alarms for fire, fault, and supervisory conditions.

## Integration with FACP and BMS

- **FACP Integration:**
  - Repeaters must be compatible with the **6-loop FACP** for seamless communication.
  - Ensure proper addressing and configuration within the FACP system.
- Provide real-time monitoring of repeater status and fault conditions
- **Integration with BMS**

## 3 Building Management System (BMS) Integration

### 3.1 General Requirements

The BMS integration shall provide centralized monitoring, control, and coordination of the fire detection, suppression, and alarm systems within the facility. The system shall facilitate seamless communication between various fire safety components and the broader building automation environment.

- **Purpose:** Integrate the fire detection and suppression system with the Building Management System (BMS) for centralized monitoring and control.
- **Scope:** Real-time monitoring of fire alarm status, pump status, water levels, and other critical parameters.

### 3.2 Functional Requirements

#### Real-Time Monitoring

- **Fire Alarm Status:** Monitor fire alarms, faults, and supervisory conditions (detector activation, system faults etc.).
- **Pump Status:** Monitor the operational status of fire pumps (electric and diesel).
- **Water Levels:** Monitor water levels in storage tanks and reservoirs.
- **Emergency Power:** Monitor backup power status (e.g., battery levels, generator status).

#### Centralized Control

- **Alarm Acknowledgment:** Allow BMS operators to acknowledge alarms and faults.
- **System Overrides:** Enable remote control of fire suppression systems (e.g., pump activation, damper control).

#### Reporting and Logging

- **Event Logging:** Store fire alarm and system events (alarms, faults, maintenance activities etc.).
- **Reports:** Generate reports for incident analysis, compliance audits, and maintenance planning.

### 3.3 Technical Specifications

#### Communication Protocols

- **Primary Protocol:** BACnet/IP or Modbus.

- **Secondary Protocol:** Optional support for other open protocols (LonWorks, MQTT, and OPC UA for seamless integration with the fire alarm network.
- **Data Points:** Define specific data points for fire alarm status, pump status, water levels, and emergency power.

**Hardware Requirements**

- **Interface Module:**
  - **Type:** BACnet or Modbus interface module.
  - **Power Supply:** 24V DC (supplied by FACP or standalone).
- **Cabling:**
  - **Type:** Fire-resistant, shielded, 2x16 AWG fire alarm cable.
  - **Installation:** Concealed conduits for protection and aesthetics.

**Software Requirements**

- **BMS Software:**
  - **Compatibility:** Must support BACnet or Modbus protocols.
  - **Features:** Real-time monitoring, event logging, reporting, and remote control.
- **Fire Alarm Software:**
  - **Integration:** Must provide data points for BMS integration.

**4 Fire Alarm, Detection & Suppression System Wiring**

**4.1 General Requirements**

- **Purpose:** Wiring ensures reliable communication between the Fire Alarm Control Panel (FACP), detectors, sounders, manual call points (MCPs), and other devices.
- **Environmental Conditions:**
  - Operating Temperature: **0°C to 40°C.**
  - Humidity: **10% to 90% non-condensing.**

**4.2 Cable Types and Specifications**

All fire alarm, detection, and suppression system wiring shall be classified based on the type of signals and functionality as follows:

Category	Function	Cable Type
<b>Fire Alarm Control Panel (FACP) to Detection Devices</b>	Connect smoke, heat, CO, and beam detectors to the FACP	Fire-rated, twisted-pair, shielded cable (16 AWG or 18 AWG, 2-core)
<b>Loop Wiring (Addressable Systems)</b>	Data & power for addressable fire alarm devices	Fire-rated, 2-core shielded cable, 18 AWG (Class A or B loop)
<b>Manual Call Points (MCPs)</b>	Connect MCPs to the FACP	2-core fire-resistant, twisted-pair cable, 16 AWG
<b>Notification Appliances (Sounders, Strobes)</b>	Activates alarms upon fire detection	2-core fire-rated cable, 14-16 AWG (based on power requirements)
<b>BMS Integration &amp; Communication</b>	Interfaces FACP with Building Management	RS-485, Ethernet Cat6 (Shielded Twisted Pair - STP)

Category	Function	Cable Type
	System (BMS)	
<b>Power Supply (FACP, Repeater Panels, Modules)</b>	Provides power to panels and interfaces	3-core armored, fire-rated cable, 14 AWG
<b>Fire Suppression System (Solenoids, Actuators, Sensors)</b>	Controls fire suppression discharge & monitoring	2-core fire-rated cable, 16-18 AWG
<b>Emergency Lighting Wiring</b>	Powers emergency lights during fire incidents	3-core fire-resistant, 14 AWG

All cables shall be fire-rated, low-smoke, halogen-free, and conform to flame retardancy standards (IEC 60332).

### 4.3 Installation Requirements

#### Conduits and Raceways

- **Material:** Galvanized steel or PVC conduits.
- **Size:** Minimum 20mm diameter for fire alarm cables.
- **Routing:** Concealed within walls, ceilings, or floors for protection and aesthetics.
- **Grounding:** Proper grounding of conduits to prevent electrical interference.

#### Cable Spacing and Separation

- **Separation:** Maintain a minimum distance of **300mm** between fire alarm cables and power cables to prevent interference.
- **Support:** Secure cables with cable trays or clamps at intervals not exceeding **1.5m**.

#### End-of-Line Resistors

- **Type:** 47k $\Omega$  resistors for signaling line circuits (SLCs).
- **Placement:** Installed at the end of each loop to monitor circuit integrity.

### 4.4 Functional Requirements

#### Signal Integrity

- **Voltage Drop:** Ensure voltage drop does not exceed **10%** of the nominal voltage (24V DC) across the entire circuit.
- **Loop Resistance:** Maximum loop resistance of **50 $\Omega$**  for reliable communication.

#### Fault Tolerance

- **Open Circuit Detection:** FACP must detect and report open circuits within **60 seconds**.
- **Short Circuit Isolation:** FACP must isolate short circuits to prevent system-wide failure.

## 5 Manual Call Points (MCPs) - Break-Glass, Addressable

### 5.1 General Requirements

The Manual Call Point (MCP) shall be an addressable, break-glass type designed for fire alarm systems in commercial, industrial, and institutional buildings. It should provide a manual means of activating the fire alarm system, ensuring immediate response and evacuation procedures. The MCP must be compliant with international and Ethiopian fire safety standards and seamlessly integrate with the addressable Fire Alarm Control Panel (FACP).

- **Type:** Break-glass, addressable.
- **Design:** Tamper-proof, robust construction for high-traffic areas.
- **Environmental Conditions:**
  - Operating Temperature: **0°C to 40°C**.
  - Humidity: **10% to 90% non-condensing**.

### 5.2 Functional Requirements

**Activation:**

- Manual activation by breaking the glass or pressing the button.
- Immediate transmission of alarm signal to the FACP.

**Addressability:**

- Unique address for precise location identification.
- Integration with the FACP for real-time monitoring and reporting.

**Visual Indication:**

- LED indicator to confirm activation and signal transmission.

**Reset:**

- Resettable by authorized personnel using a key or tool.

### 5.3 Technical Specifications

Parameter	Specification
<b>Type</b>	Break-glass, addressable.
<b>Activation Method</b>	Glass break or push-button operable,
<b>Reset Mechanism</b>	Manual reset key (provided) to restore the MCP after activation
<b>Addressability</b>	Unique address for each MCP, Soft-addressed via fire alarm control panel (FACP) or DIP switch configuration
<b>Alarm Response Time</b>	≤ 3 seconds after activation
<b>Communication Protocol</b>	Compatible with FACP and alarm systems
<b>LED Indicator</b>	Red LED for activation confirmation or Bi-color LED: Red (Alarm), Green (Communication)
<b>Operating Voltage and Power Consumption</b>	17V - 32V DC (typical 24V DC); Standby: ≤ 1mA, Alarm: ≤ 5mA
<b>Spacing</b>	20m intervals near exits, staircases, and high-traffic areas (EN 54-11).
<b>Mounting Height</b>	1.4m above floor level for accessibility (EN 54-11).
<b>Environmental Rating</b>	IP30 (indoor use).

### 5.4 Operational Requirements

**High Visibility & Accessibility**

- The MCP shall have a high-contrast red casing with clear labeling ("FIRE ALARM – BREAK GLASS") for visibility in emergency conditions.
- It shall be easily accessible and free from obstructions in corridors, stairwells, and exits.

**Break-Glass & Reset Mechanism**

- Activation must require low force (≤20N), making it easy to operate during an emergency.

- The break-glass unit must be replaceable, preventing accidental activation.

**Fire Alarm System Integration**

- Upon activation, the MCP shall send a fire alarm signal to the addressable fire alarm panel and trigger audible/visual alerts.
- The system shall store activation logs in the fire alarm control panel for post-event analysis.

**6 Sound/Light Alarms for (Multi-Tone Sounders with Strobe Lights)**

**6.1 General Requirements**

The sound and light alarms must be multi-tone electronic sounders with integrated strobe lights to provide both audible and visual fire alarm notifications. The devices must be addressable (or compatible with the chosen FACP) and support synchronized operation within the fire alarm system. It must also comply with international fire safety standards for audibility, visibility, synchronization, and power consumption.

- **Type:** Multi-tone sounders with strobe lights.
- **Power Supply:** 24V DC (supplied by FACP or standalone power supply).
- **Environmental Conditions:**
  - Operating Temperature: **0°C to 40°C.**
  - Humidity: **10% to 90% non-condensing.**

**6.2 Functional Requirements**

**Audible Alarms:**

- Sound Level: Minimum 75 dBA at 3 meters.
- Tones: Multi-tone (temporal-3 pattern).
- Spacing: 9m intervals in open areas, 15m in corridors.

**Visual Alarms (Strobe Lights):**

- Intensity: Minimum 110 candela for general areas, 177 candelas for high-ceiling areas.
- Flash Rate: 1Hz (1 flash per second).
- Spacing: 15m intervals in open areas, 30m in corridors.

**Integration:**

- Addressable devices connected to the FACP for real-time monitoring and control.
- Synchronized operation with other alarm devices (MCPs, detectors...).

**6.3 Technical Specifications**

Parameter	Specification
<b>Sound Level</b>	Minimum 75 dBA at 3m, adjustable up to 110 dB(A) for high-noise environments.
<b>Tone Pattern</b>	Temporal-3 (NFPA 72 compliant), Continuous tone (Evacuation), Pulsed tone (Fire Alarm) and Custom programming option for localized evacuation signals
<b>Synchronization</b>	Synchronized sound output across multiple devices to avoid distortion or confusion.
<b>Strobe Intensity</b>	110 candela (general areas), 177 candela (high-ceiling areas).

Parameter	Specification
Flash Rate	1Hz (1 flash per second).
Power Supply	24V DC (supplied by FACP or standalone power supply).
Environmental Rating	IP30 (indoor use).

#### 6.4 Operational Requirements

##### Compatibility with Fire Alarm Control Panel (FACP):

- Must be fully addressable or compatible with the loop protocols used in the 6-loop FACP.
- Must support automatic activation via fire detection signals.

##### Integration with Building Management System (BMS):

- Sounders and strobes should be programmable via the FACP and capable of interfacing with the BMS for emergency scenarios.

##### Automatic Self-Test Function:

- Devices should have a self-diagnosis feature for automatic fault detection.
- Must notify the FACP in case of power failure, malfunction, or low battery (if applicable).

##### Power Backup & Redundancy:

- Must operate on main system power (24V DC) with automatic battery backup activation in case of power failure.
- Devices should consume minimal power to ensure extended battery operation.

## 7 Emergency Lighting

### 7.1 General Requirements

The emergency lighting system shall provide adequate illumination in the event of a power failure, ensuring safe evacuation of occupants and compliance with NFPA 101 (Life Safety Code), IEC 60598-2-22, BS 5266-1, and Ethiopian Fire Safety Standards.

- **Type:** LED emergency lights with battery backup.
- **Purpose:** Provide illumination during power failures to ensure safe evacuation.
- **Technology:** High-efficiency LED with automatic switching upon power failure.
- **Operation Mode:** Maintained (always on) or non-maintained (activates only in emergency).
- **Battery Type:** Sealed Lead-Acid (SLA) or Lithium-Ion, rechargeable.
- **Environmental Conditions:**
  - Operating Temperature: **0°C to 40°C**.
  - Humidity: **10% to 90% non-condensing**.

### 7.2 Functional Requirements

#### Illumination:

- Provide **minimum 1 lux** illumination along evacuation routes (EN 1838).
- Ensure **uniform light distribution** to avoid dark spots.

#### Battery Backup:

- **Duration:** Minimum **90 minutes** of operation during power failure.
- **Recharge Time:** Fully recharge within **24 hours** after power restoration.

**Automatic Activation:**

- Automatically activate during power failure or fire alarm activation.

**Testing and Monitoring:**

- Include **self-test functionality** to verify battery and lamp status.
- Provide visual indicators for fault conditions (e.g., low battery, lamp failure).

**7.3 Technical Specifications**

Parameter	Specification
<b>Light Source</b>	LED (energy-efficient, long-lasting).
<b>Power Supply &amp; Backup</b>	Primary Supply: 230V AC, 50/60Hz (standard). Battery Backup: 12V/24V, rechargeable. Battery Life Expectancy: Minimum 4-5 years.
<b>Illumination Level</b>	Minimum 1 lux along evacuation routes (EN 1838).
<b>Battery Backup</b>	90 minutes minimum operation during power failure.
<b>Recharge Time</b>	Fully recharge within 24 hours.
<b>Mounting</b>	Wall-mounted or ceiling-mounted, as per building design.
<b>Environmental Rating</b>	IP65 (dust-tight and protected against water jets).

**8 Fire Pump Set (Electric)**

**8.1 General Requirements**

The fire pump set shall be an electric-driven, centrifugal fire pump designed for use in fire protection systems.

The system must comply with NFPA 20 (Standard for the Installation of Stationary Pumps for Fire Protection), and ISO 6182 (Fire Protection – Pumps for Fire-Extinguishing Systems).

The fire pump shall be designed for continuous operation, capable of providing a reliable and consistent water supply in case of fire emergencies.

The pump shall be factory-assembled, performance-tested, and delivered as a complete package ready for installation.

- **Type:** Electric-driven fire pump.
- **Compliance:** NFPA 20, EN 54, Ethiopian Fire Code.
- **Environmental Conditions:**
  - Operating Temperature: **0°C to 40°C**.
  - Humidity: **10% to 90% non-condensing**.

**8.2 Functional Requirements**

- **Automatic Operation:**
  - Automatic start-up during fire alarm activation or pressure drop.
  - Integration with FACP for real-time monitoring and control.
- **Manual Operation:**

- Manual start/stop capability for testing and maintenance.
- **Pressure Maintenance:**
  - Maintain system pressure within **10% of rated pressure** during operation.

### 8.3 Technical Specifications

Parameter	Specification
<b>Flow Rate</b>	6.7 liters/second (100 GPM).
<b>Head</b>	64 meters (210 feet).
<b>Power Supply</b>	220V AC, 50Hz; backup diesel generator for emergency power.
<b>Pump Type</b>	Centrifugal, horizontal split-case.
<b>Material</b>	Cast iron casing, bronze/SS impeller.
<b>Control Panel</b>	Automatic start/stop, pressure monitoring, fault diagnostics, with remote monitoring capability.

#### Accessories

- **Valves:**
  - Check Valve: Prevents backflow.
  - Gate Valve: For isolation and maintenance.
  - Pressure Relief Valve: Protects against overpressure.
- **Manometers and Flow Meters:**
  - Pressure Gauge: Displays system pressure.
  - Flow Meter: Measures water flow rate.
- **Strainers:**
  - Suction Strainer: Prevents debris from entering the pump.
- **Base Plate:**
  - Common base plate for pump and motor, vibration dampened.

### 8.4 Operational Parameters

#### Pump Performance

- Type: Horizontal split-case or end suction centrifugal pump.
- Flow Rate: Minimum 250 GPM (Gallons per Minute), adjustable based on-site requirements.
- Pressure Rating: Minimum 8 bar (116 psi), ensuring adequate pressure for all fire protection zones.
- Total Dynamic Head (TDH): Between 50 and 150 meters, suitable for high-rise buildings.
- Speed: 1,500 - 3,000 RPM, synchronized with motor specifications.
- Suction and Discharge Size: Suitable for pipe diameters as per system hydraulic calculations.

### 8.5 Electric Motor Requirements

- Type: Three-phase, squirrel cage induction motor.
- Power Rating: Adequate to meet pump power demand with 15% additional margin.

- Voltage: 380V/400V, 50Hz (Ethiopian power grid standard).
- Starting Method: Star-Delta or Soft Starter to reduce starting current.
- Ingress Protection (IP Rating): Minimum IP55, suitable for fire pump rooms.
- Thermal Protection: Integrated overload and short-circuit protection.

### Installation and Commissioning

- **Mounting:** Securely mounted on a vibration-dampened base plate.
- **Piping:**
  - Suction and discharge pipes: Galvanized steel, Schedule 40.
  - Properly supported and anchored to prevent stress on the pump.
- **Testing:**
  - **Hydrostatic Testing:** 1.5x working pressure for 2 hours.
  - **Flow Testing:** Verify flow rate and pressure at rated conditions.
- **Commissioning:**
  - Verify automatic start/stop functionality.
  - Integrate with FACP for real-time monitoring.

### Compliance with International & Ethiopian Standards

- **NFPA 20:** Fire pump system design, installation, and testing.
- **EN 12845:** Automatic sprinkler systems and pump integration.
- **ISO 6182:** Performance requirements for fire pumps.
- **Ethiopian Fire Protection Code:** Local compliance for fire suppression systems.
- **IEC 60034:** Electric motor efficiency and safety standards.
- **FPA 70 (NEC):** Electrical installation and grounding requirements.

### Maintenance and Support

- **Routine Inspections:** Quarterly inspections of pump, motor, and accessories.
- **Lubrication:** Regular lubrication of bearings and seals.
- **Battery Replacement:** Replace backup batteries every **3–5 years**.
- **Warranty:** Minimum **2-year warranty** for pump and motor.
- **Technical Support:** 24/7 technical support from the manufacturer or supplier.

## 9 Detection Devices

### 9.1 Addressable Photoelectric Smoke Detectors

#### 9.1.1 General Requirements

The system should be reliability and integration with the fire alarm control panel (FACP) and Building Management System (BMS).

- **Type:** Intelligent, addressable photoelectric smoke detector.
- **Application:** Open areas, lobbies, offices, corridors.
- **Compliance:** NFPA 72 §17.7.3.1, EN 54-7, Ethiopian Fire Code.
- **Certifications:** UL 268, EN 54-7, ISO 7240-7

**9.1.2 Functional Requirements**

- **Detection Principle:** Scattered light photoelectric technology for early smoke detection.
- **Sensitivity:** Adjustable via FACP to meet environmental conditions (e.g., dusty vs. clean areas).
- **Alarm Activation:** Triggers within **60 seconds** of smoke detection.
- **Self-Testing:** Automatic drift compensation to reduce false alarms.

**9.1.3 Technical Specifications**

Parameter	Specification
Spacing	≤9m between detectors (NFPA 72).
Operating Voltage	24V DC (supplied by FACP).
Communication Protocol	Addressable (compatible with 6-loop FACP).
Environmental Rating	IP30 (indoor use). Operating temperature: <b>0°C to 40°C</b> .

**9.1.4 Operational Requirements**

- Detection Method: Photoelectric (optical sensor with infrared LED)
- Addressability: Individual addressable communication with the Fire Alarm Control Panel (FACP)
- Communication Protocol: Compatible with loop-based addressable systems (Class A/B wiring)
- Alarm Sensitivity: Adjustable (0.5 – 2.5% obscuration/ft) per NFPA 72
- False Alarm Prevention: Built-in compensation for dust accumulation and airflow adjustment
- Power Supply: 24V DC (nominal) with low-power operation
- Self-Diagnostics: Automatic detector calibration with end-of-life alerts
- LED Indicator: Bi-color LED for normal (green), alarm (red), and fault (yellow) signals
- Test & Maintenance: Remote test functionality via FACP or field test with magnet/smoke test spray

**9.2 Addressable Rate-of-Rise Heat Detectors****9.2.1 General Requirements**

- **Type:** Intelligent, addressable rate-of-rise heat detector.
- **Application:** High-risk areas (kitchens, electrical rooms, mechanical rooms).
- **Compliance:** NFPA 72 §17.6.4, EN 54-5, Ethiopian Fire Code.
- **Certifications:** UL 521, EN 54-5, ISO 7240-5
- 

**9.2.2 Functional Requirements**

- **Detection Principle:** Dual thermal sensors for fixed temperature (**57°C–93°C**) and rate-of-rise (**≥8°C/min**).
- **Alarm Activation:** Triggers within **5 seconds** of rapid temperature rise.

### 9.2.3 Technical Specifications

Parameter	Specification
Spacing	≤5.5m between detectors in high-risk areas (EN 54-5).
Operating Voltage	24V DC (supplied by FACP).
Communication Protocol	Addressable (compatible with 6-loop FACP).
Environmental Rating	IP30 (indoor use). Operating temperature: <b>-10°C to 70°C.</b>

#### Operational Requirements

- Detection Method: Dual sensing: Rate-of-Rise (ROR) & Fixed Temperature (57°C/135°F)
- Addressability: Individually addressable for communication with the FACP
- Alarm Sensitivity: Programmable temperature threshold (57°C/135°F or 68°C/155°F)
- False Alarm Prevention: Compensation for transient temperature fluctuations
- Power Supply: 24V DC (nominal)
- Self-Diagnostics: Built-in temperature compensation with status monitoring
- LED Indicator: Bi-color LED (green: normal, red: alarm, yellow: fault)
- Test & Maintenance: Remote test functionality via FACP or field test using heat gun.

## 9.3 Addressable Beam Detectors

### 9.3.1 General Requirements

- **Type:** Intelligent, addressable beam detector (transmitter + receiver).
- **Application:** Optical infrared beam smoke detection for wide-area coverage.
- **Compliance:** NFPA 72 §17.7.3.1, EN 54-12, Ethiopian Fire Code.
- **Certifications:** UL 268, EN 54-12, ISO 7240-12

### 9.3.2 Functional Requirements

- **Detection Principle:** Infrared beam obstruction for smoke detection.
- **Range:** Up to **100m** between transmitter and receiver.
- **Alignment Tolerance:** Auto-compensation for minor misalignments ( $\pm 0.5^\circ$ )

### 9.3.3 Technical Specifications

Parameter	Specification
Spacing	≤15m between detectors (NFPA 72 §17.7.3.1).
Operating Voltage	24V DC (supplied by FACP).
Communication Protocol	Addressable (compatible with 6-loop FACP).
Environmental Rating	IP30 (indoor use). Operating temperature: <b>0°C to 40°C.</b>

### 9.3.4 Operational Requirements

- Detection Method: Optical beam transmission with receiver

- Coverage Area: Up to 100m (328ft) range, width adjustable to 7.5m (25ft) per beam
- Addressability: Communicates individually with the Fire Alarm Control Panel (FACP)
- Alarm Sensitivity: Adjustable (10% - 60% obscuration levels)
- Auto-Alignment Feature: Motorized beam adjustment for easy installation
- False Alarm Prevention: Compensation for dust, humidity, and beam misalignment
- Power Supply: 24V DC
- Self-Diagnostics: Monitors alignment, contamination levels, and beam strength
- LED Indicator: Status LEDs on both transmitter and receiver
- Test & Maintenance: Remote test feature and manual test mode.

#### **9.4 Integration & Compatibility Considerations for all detection devices**

- FACP & Networking
  - Devices must be fully compatible with the 6-loop Fire Alarm Control Panel (FACP).
- BMS & Protocols
  - All detectors should support BACnet/IP, Modbus, or LonWorks for Building Management System (BMS) integration.
- Power & Battery Backup
  - Devices must be capable of operating on battery backup for a minimum of 24 hours standby + 5 minutes full alarm mode
- Testing & Commissioning
  - All devices should support automatic self-diagnostics & remote testing from the fire alarm panel.
  - On-site testing must verify false alarm resistance & proper calibration.

## **D. Zoning Plan and Estimated Fire Alarm and Detection Systems**

### **1. Preliminary Zoning Plan and Risk Categories for OCC**

The OCC building is divided into zones based on occupancy type and risk level. Each floor is further subdivided into sub-zones to ensure comprehensive fire alarm, detection and suppression coverage.

#### **1.1. Objectives**

- **Cost-Effectiveness:** Optimize the use of advanced technologies while minimizing costs.
- **Effectiveness:** Ensure early detection and rapid response to fire incidents.
- **Efficiency:** Simplify installation, maintenance, and operation.

- **Performance:** Meet operational and functional requirements as per **NFPA 72**, **EN 54**, and **Ethiopian Fire Code**.
- **Long-Term Impact:** Ensure scalability, reliability, and adaptability for future needs.

## 1.2. Zone Definitions

### 1.2.1. Zone by Floor

Each floor is divided into sub-zones based on occupancy type and risk level.

### 1.2.2. Risk Categories

- **High Risk:** Kitchens, electrical rooms, server rooms.
- **Medium Risk:** Conference rooms, offices, storage areas.
- **Low Risk:** Lobbies, corridors, staircases.

### 1.2.3. Detector Types

- **Smoke Detectors:** Open areas, lobbies, offices.
- **Heat Detectors:** Kitchens, mechanical rooms.
- **Beam Detectors:** Large open spaces (e.g., Conference Hall).
- **Manual Call Points (MCPs):** Near exits, staircases.
- **Sound/Light Alarms:** Audible and visual alarms for evacuation.
- **Emergency Evacuation Lighting:** Illuminated exit signs and emergency lights.

## 1.3. Floor-Wise Zoning & Quantities

### Ground Floor

Zone	Area	Device Type	Quantity	Spacing (m)
1A	Lobby & Reception	Addressable Smoke Detectors	12	9
1B	Elevators/Staircases	Heat Detectors	2	5.5
1C	Service Rooms	Heat Detectors	2	5.5
1D	Corridors	Addressable Smoke Detectors	8	9
1E	Exits	Manual Call Points (MCPs)	4	20
1F	Lobby	Sound/Light Alarms	2	15
1G	Corridors	Sound/Light Alarms	6	15
1H	Service Rooms	Sound/Light Alarms	2	15
1I	Exits	Emergency Evacuation Lighting	2	10
1J	Corridors	Emergency Evacuation Lighting	8	10
1K	Lobby	Emergency Evacuation Lighting	2	10

### Total Ground Floor:

- **Smoke Detectors:** 20
- **Heat Detectors:** 4

- **MCPs: 4**
- **Sound/Light Alarms: 10**
- **Emergency Evacuation Lighting: 12**

**First Floor**

Zone	Area	Device Type	Quantity	Spacing (m)
2A	Open Office Area	Addressable Smoke Detectors	18	9
2B	Conference Rooms	Addressable Smoke Detectors	10	9
2C	Electrical Room	Heat Detectors	2	5.5
2D	Corridors	Addressable Smoke Detectors	6	9
2E	Exits	Manual Call Points (MCPs)	4	20
2F	Open Office Area	Sound/Light Alarms	8	15
2G	Conference Rooms	Sound/Light Alarms	4	15
2H	Corridors	Sound/Light Alarms	4	15
2I	Exits	Emergency Evacuation Lighting	2	10
2J	Corridors	Emergency Evacuation Lighting	8	10
2K	Open Office Area	Emergency Evacuation Lighting	4	10

**Total First Floor:**

- **Smoke Detectors: 34**
- **Heat Detectors: 2**
- **MCPs: 4**
- **Sound/Light Alarms: 16**
- **Emergency Evacuation Lighting: 14**

**Second Floor**

Zone	Area	Device Type	Quantity	Spacing (m)
3A	Executive Offices	Addressable Smoke Detectors	16	9
3B	Server Room	Heat Detectors	2	5.5
3C	Corridors	Addressable Smoke Detectors	6	9
3D	Exits	Manual Call Points (MCPs)	4	20
3E	Executive Offices	Sound/Light Alarms	6	15
3F	Server Room	Sound/Light Alarms	1	15
3G	Corridors	Sound/Light Alarms	4	15
3H	Exits	Emergency Evacuation Lighting	2	10
3I	Corridors	Emergency Evacuation Lighting	6	10
3J	Executive Offices	Emergency Evacuation Lighting	4	10

**Total Second Floor:**

- **Smoke Detectors: 22**

- **Heat Detectors:** 2
- **MCPs:** 4
- **Sound/Light Alarms:** 11
- **Emergency Evacuation Lighting:** 12

### Third Floor

Zone	Area	Device Type	Quantity	Spacing (m)
4A	Conference Hall	Beam Detectors	4	15
4B	Kitchen	Heat Detectors	4	5.5
4C	Service Corridors	Addressable Smoke Detectors	8	9
4D	Exits	Manual Call Points (MCPs)	4	20
4E	Conference Hall	Sound/Light Alarms	4	15
4F	Kitchen	Sound/Light Alarms	1	15
4G	Corridors	Sound/Light Alarms	4	15
4H	Exits	Emergency Evacuation Lighting	2	10
4I	Corridors	Emergency Evacuation Lighting	6	10
4J	Conference Hall	Emergency Evacuation Lighting	4	10

#### Total Third Floor:

- **Beam Detectors:** 4
- **Smoke Detectors:** 8
- **Heat Detectors:** 4
- **MCPs:** 4
- **Sound/Light Alarms:** 9
- **Emergency Evacuation Lighting:** 12

### Fourth Floor

Zone	Area	Device Type	Quantity	Spacing (m)
5A	Mechanical Room	Heat Detectors	2	5.5
5B	Storage Area	Addressable Smoke Detectors	12	9
5C	Corridors	Addressable Smoke Detectors	6	9
5D	Exits	Manual Call Points (MCPs)	4	20
5E	Mechanical Room	Sound/Light Alarms	1	15
5F	Storage Area	Sound/Light Alarms	2	15
5G	Corridors	Sound/Light Alarms	4	15
5H	Exits	Emergency Evacuation Lighting	2	10
5I	Corridors	Emergency Evacuation Lighting	4	10
5J	Storage Area	Emergency Evacuation Lighting	2	10

#### Total Fourth Floor:

- **Smoke Detectors: 18**
- **Heat Detectors: 2**
- **MCPs: 4**
- **Sound/Light Alarms: 7**
- **Emergency Evacuation Lighting: 8**

**1.4. Summary of Estimated Device Quantities**

<b>Category</b>	<b>Ground Floor</b>	<b>First Floor</b>	<b>Second Floor</b>	<b>Third Floor</b>	<b>Fourth Floor</b>	<b>Total</b>
<b>Smoke Detectors</b>	20	34	22	8	18	102
<b>Heat Detectors</b>	4	2	2	4	2	14
<b>Beam Detectors</b>	0	0	0	4	0	4
<b>Manual Call Points (MCPs)</b>	4	4	4	4	4	20
<b>Sound/Light Alarms</b>	10	16	11	9	7	53
<b>Emergency Evacuation Lighting</b>	12	14	12	12	8	58
<b>Total by Floors</b>	<b>50</b>	<b>70</b>	<b>51</b>	<b>41</b>	<b>39</b>	<b>251</b>

## Section VIII. Sample Forms

### Notes on the Sample Forms

The Bidder shall complete and submit with its bid the **Bid Form** and **Price Schedules** pursuant to ITB Clause 9 and in accordance with the requirements included in the bidding documents.

When requested in the Bid Data Sheet, the Bidder should provide the **Bid Security**, either in the form included hereafter or in another form acceptable to the Purchaser, pursuant to ITB Clause 15.3.

The **Contract Form**, when it is finalised at the time of contract award, should incorporate any corrections or modifications to the accepted bid resulting from price corrections pursuant to ITB Clause 16.3 and GCC Clause 17, acceptable deviations (e.g., payment schedule pursuant to ITB Clause 26.5 (c)), spare parts pursuant to ITB Clause 26.3 (d), or quantity variations pursuant to ITB Clause 31. The Price Schedule and Schedule of Requirements deemed to form part of the contract should be modified accordingly.

The **Performance Security Form** and **Bank Guarantee Form for Advance Payment** should not be completed by the bidders at the time of their bid preparation. Only the successful Bidder will be required to provide performance security and bank guarantee for advance payment in accordance with one of the forms indicated herein or in another form acceptable to the Purchaser and pursuant to GCC Clause 7.3 and SCC 11, respectively.

The **Manufacturer's Authorisation** form should be completed by the Manufacturer, as appropriate, pursuant to ITB Clause 13.3 (a).

### Sample Forms

1. Bid Form and Price Schedules	78
2. Bid Security Form	81
3. Contract Form	82
4. Performance Security Form	82
5. Manufacturer's Authorisation Form	84

**or! Bookmark not defined.**



### 1. Bid Form and Price Schedules

Date: \_\_\_\_\_

Procurement No: \_\_\_\_\_

To: *[name and address of Purchaser]*

Sir / Madam:

Having examined the bidding documents including Addenda Nos. *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver *[description of goods and services]* in conformity with the said bidding documents for the sum of *[total bid amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our bid is accepted, we undertake to provide a performance security in the form, in the amounts, and within the times specified in the Bidding Documents.

We agree to abide by this Bid for the Bid Validity Period specified in Clause 16.1 of the Bid Data Sheet and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

Name and address of agent	Amount and Currency	Purpose of Commission or gratuity
_____	_____	_____
_____	_____	_____
_____	_____	_____

(if none, state "none")

Until a formal Contract is prepared and executed, this Bid, together with your written notification of award, shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any bid you may receive.

We certify/confirm that we comply with the eligibility requirements as per ITB Clause 2 of the bidding documents.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_  
*[signature]*

\_\_\_\_\_  
*[in the capacity of]*

Duly authorised to sign Bid for and on behalf of \_\_\_\_\_

## Price Schedule for Goods Offered from Abroad

Name of Bidder \_\_\_\_\_, Procurement No. \_\_\_\_\_, Page \_\_\_ of \_\_\_.

1	2	3	4	5	6	7	8
Item	Description	Country of origin	Quantity	Unit price <sup>1</sup> FOB or FCA port or place of loading (specify port or place) <sup>2</sup>	Unit price <sup>1</sup> CIF port of entry (specify port) or CIP named place (specify border point or place of destination)	Total CIF or CIP price per item (col. 4 x 6)	Unit price <sup>1</sup> of inland delivery to final destination and unit price of other incidental services <sup>3</sup>

1. Currencies to be used in accordance with Clause 12 of the Instructions to Bidder.
2. Optional, but in accordance with Clause 11.2 (b) (ii) or (iii) of the Instructions to Bidders and the related provisions in the Bid Data Sheet.
3. Optional, but in accordance with Clause 11.2 (b) (iv) and (v) in the Instructions to Bidders and the related provisions in the Bid Data Sheet.

Signature of Bidder \_\_\_\_\_

*Note:* In the case of discrepancy between the unit price and the total, prices shall be adjusted by the Purchaser in accordance with the provisions of Clause 24.2 of the Instructions to Bidders.

## Price Schedule for Goods Offered from within the Country Specified for Delivery

Name of Bidder \_\_\_\_\_ . Procurement No. \_\_\_\_\_ . Page \_\_ of \_\_.

1	2	3	4	5	6	7	8	9
Item	Description	Country of origin	Quantity	Unit price <sup>1</sup> EXW per item	Cost of local labour, raw material, and component <sup>2</sup>	Total price EXW per item (cols. 4 x 5)	Unit prices <sup>1</sup> per item final destination and unit price of other incidental services <sup>3</sup>	Sales and other taxes to be exempted if Contract is awarded

1. Currencies to be used in accordance with Clause 12 of the Instructions to Bidders. The prices in columns 5 to 8 shall exclude all customs duties and sales and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of the item or the customs duties and sales and other taxes paid on the previously imported item offered ex warehouse, ex showroom, or off-the-shelf. These factors should not be entered separately. The total costs of all such taxes and duties to be exempted for the African Union shall be entered in column 9.

2. Indicated as a percentage of the EXW price.

3. Optional and only when required in accordance with Clause 11.2 (a)(iii) and (iv) in the Instructions to Bidders and the related provisions in the Bid Data Sheet.

Signature of Bidder \_\_\_\_\_

*Note:* In the case of discrepancy between the unit price and the total, prices shall be adjusted by the Purchaser in accordance with the provisions of Clause 24.2 of the Instructions to Bidders.

## 2. Bid Security Form

Whereas *[name of the Bidder]* (hereinafter called “the Bidder”) has submitted its bid dated *[date of submission of bid]* for the supply of *[name and/or description of the goods]* (hereinafter called “the Bid”).

KNOW ALL PEOPLE by these presents that WE *[name of bank]* of *[name of country]*, having our registered office at *[address of bank]* (hereinafter called “the Bank”), are bound unto the Commission of the African Union (hereinafter called “the Purchaser”) in the sum of *[amount]* for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

THE CONDITIONS of this obligation are:

1. If the Bidder
  - (a) withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or
  - (b) does not accept the correction of errors in accordance with the Instructions to Bidders; or
2. If the Bidder, having been notified of the acceptance of its Bid by the Purchaser during the period of bid validity:
  - (a) fails or refuses to execute the Contract Form, if required; or
  - (b) fails or refuses to furnish the performance security, in accordance with the Instructions to Bidders;

we undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including thirty (30) days after the period of bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

---

*[signature and Seal of the bank]*

### 3. Contract Form

THIS AGREEMENT made the \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ between the African Union Commission [*or name of the AU organ*] (hereinafter called “the Purchaser”) of the one part and [*name of Supplier*] of [*city and country of Supplier*] (hereinafter called “the Supplier”) of the other part:

WHEREAS the Purchaser invited bids for certain goods and ancillary services, viz., [*brief description of goods and services*] and has accepted a bid by the Supplier for the supply of those goods and services in the sum of [*contract price in words and figures*] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement in the listed order of precedence, viz.:
  - (a) Agreement
  - (b) Special Conditions of Contract;
  - (c) General Conditions of Contract;
  - (d) Schedule of Requirements;
  - (e) Technical Specifications;
  - (f) Bid Form and the Price Schedule submitted by the Bidder;
  - (g) Purchaser’s Notification of Award, and
  - (h) any other document listed in the Special Conditions of Contract as forming part of the Contract.
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed on the day and year first above written.

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Purchaser)

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Supplier)

#### 4. Performance Security Form

To: The Commission of the African Union

WHEREAS *{name of Supplier}* (hereinafter called “the Supplier”) has undertaken, in pursuance of Contract No. *{reference number of the contract}* dated \_\_\_\_\_ 20\_\_\_\_ to supply *{description of goods and services}* (hereinafter called “the Contract”).

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a bank guarantee by a reputable bank for the sum specified therein as security for compliance with the Supplier’s performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Supplier a guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of *{amount of the guarantee in words and figures}*, and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract 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 or the sum specified therein.

This guarantee is valid until the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

Signature and seal of the Guarantors

\_\_\_\_\_  
*{name of bank or financial institution}*

\_\_\_\_\_  
*{address}*

\_\_\_\_\_  
*{date}*

## 5. Manufacturer's Authorisation Form

[See Clause 13.3 (a) of the Instructions to Bidders.]

To: The Commission of the African Union

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}*.

do hereby authorise *{name and address of Agent}* to submit a bid, and subsequently negotiate and sign the Contract with you against Procurement No. *{reference of the Invitation to Bid}* for the above goods manufactured by us.

We hereby extend our full guarantee and warranty as per Clause 15 of the General Conditions of Contract for the goods offered for supply by the above firm against this Invitation for Bids.

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*{signature for and on behalf of Manufacturer}*

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{Name and title of authorised signatory }

*[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 Bidder in its bid.]*