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| **PLAN INTERNATIONAL ETHIOPIA, COUNTRY OFFICE** |

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| **BID DOCUMENT** |

For

**FULL CONTRACT WORK BID DOCUMENT FOR SOLAR POWERED WATER SUPPLY SYSTEM SCHEME’S COMPONENT SUPPLY AND INSTALLATION.**

**IMPLEMENTER/CLIENT: PLAN INTERNATIONAL ETHIOPIA**

**Sun WASH Project**

**DONOR: SUNWASH**

**Construction of Trans (PMP) Main from BH- to Elevated Service Reservoir, distribution line from Service Reservoir to service points, and construction of water taps LOT 1 & LOT 4.**

**Construction of reservoir, electrical room and Guardhouse as well as fence LOT 2 & LOT 5.**

**Electric & Pump, Solar panel, Solar rack with foundation, Supply & Installation LT 3 & LOT 6.**

**January 2025**

**Addis Ababa, ETHIOPIA**

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**PART-1: BIDDING PROCEDURES**

**SECTION- I: INVITATION FOR BIDS**

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1. Bid document for **Construction of Trans (PMP) Main from BH- to Elevated Service Reservoir, distribution line from Service Reservoir to service points, and construction of water taps LOT 1 & LOT 4, Construction of reservoir, electrical room and Guardhouse as well as fence LOT 2 & LOT 5 and Electric & Pump, Solar panel, Solar rack with foundation, Supply & Installation LT 3 & LOT 6.**

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| Item | Construction Task Description | LOT# | Location | Contractor group/Eligibility license requirement |
| 1 | Construction of Trans (PMP) Main from BH- to Elevated Service Reservoir, distribution line from Service Reservoir to service points, and construction of water taps | One | Okuna-Pino (Abobo), Camp (Gog), Elbaro (Gambela Zurya), & Alela (Gambela Zurya) of Gambella Region, Ethiopia. | For Water work contractors – WWC, WWGC, or General contractors with Civil & Hydraulic works experience specifically on water supply system installation work experience having Grade -3 License and above only |
| 2 | Construction of reservoir, electrical room and Guardhouse as well as fence. | two | Okuna-Pino (Abobo), Camp (Gog), Elbaro (Gambela Zurya), & Alela (Gambela Zurya) of Gambella Region, Ethiopia. | For Water work contractors – WWC, WWGC, or General contractors with Civil & Hydraulic works experience specifically on water supply system installation work experience having Grade -3 License and above only |
| 3 | Electric & Pump, Solar panel, Solar rack with foundation, Supply & Installation | Three | Okuna-Pino (Abobo), Camp (Gog), Elbaro (Gambela Zurya), & Alela (Gambela Zurya) of Gambella Region, Ethiopia. | For Water work contractors – WWC, WWGC, or General contractors with SPWPS works experience specifically on Solar-powered water supply system supply and installation of community Water Schemes having Grade -3 and above only |
| 4 | Construction of Trans (PMP) Main from BH- to Elevated Service Reservoir, distribution line from Service Reservoir to service points, and construction of water taps | Four | Kurley (Lare Woreda), Kutogn (Lare Woreda), Luck-dong (Itang), & Akula (Itang) of Gambella Region, Ethiopia. | For Water work contractors – WWC, WWGC, or General contractors with Civil & Hydraulic works experience specifically on water supply system installation work experience having Grade -3 License and above only |
| 5 | Construction of reservoir, electrical room and Guardhouse as well as fence. | Five | Kurley (Lare Woreda), Kutogn (Lare Woreda), Luck-dong (Itang), & Akula (Itang) of Gambella Region, Ethiopia. | For Water work contractors – WWC, WWGC, or General contractors with Civil & Hydraulic works experience specifically on water supply system installation work experience having Grade -3 License and above only |
| 6 | Electric & Pump, Solar panel, Solar rack with foundation, Supply & Installation | Six | Kurley (Lare Woreda), Kutogn (Lare Woreda), Luck-dong (Itang), & Akula (Itang) of Gambella Region, Ethiopia. | For Water work contractors – WWC, WWGC, or General contractors with SPWPS works experience specifically on Solar-powered water supply system supply and installation of community Water Schemes having Grade -3 and above only |

**Tender Reference Number: PIE/Sun-WASH/001/ 2025**

1. **BACKGROUND**

Plan International is a rights-based development and humanitarian organization working for better lives for all children. We are independent of government and have no political or religious affiliation. Our purpose is to strive for a just world that advances children’s rights and equality for girls. We have been building powerful partnerships for children for more than 80 years, and are now active in more than 70 countries.

Our global strategy has a specific focus on girls, as they are often the most marginalized and most often left behind. We have committed ourselves to the ambitious target of reaching 100 million girls over 5 years, to ensure they can learn, lead, decide and thrive. This is our contribution to reaching the sustainable development goals, and in particular the goals on gender equality. Our organization is transforming itself to meet an enormous challenge everywhere we work. We need bold, forward-thinking and innovative individuals to lead our country operations, driving change and delivering results that will allow us to reach our target of 100 million girls.

Plan International’s programs in Ethiopia focus on Child Protection, Education, Water, Sanitation and Hygiene (WASH), Food and Economic Security, Humanitarian Response and Resilience Building that we implement in Amhara, Oromia, South, Gambella, Afar and Benishangul-Gumuz Regional States and Addis Ababa City Administration. Common to these, issues of gender and disability are also integrated and mainstreamed in all programs. Read more about Plan International's Global Strategy: 100 Million Reasons at <https://plan-international.org/strategy>

Plan International Ethiopia is an international, humanitarian, child focused development organization without any religious, political or governmental affiliations it strives to achieve lasting improvements in the quality of life of deprived children through a process that unites people across cultures and adds meaning and value to their lives. Plan working together with children, young people, our supporters and partners, we strive for a just world, tackling the root causes of the challenges facing girls and all vulnerable children. Plan International Ethiopia has been operating in Ethiopia since 1995

Plan International Ethiopia, Gambella Program Area (GPA) SUNWASH project is seeking eligible contractor for Hydraulic, civil works and solarization works at Gambella Regional State, Pino, Alela, Lock-dong, Akula, Kurley (Lare Woreda), Kutogn (Lare Woreda), Luck-dong (Itang), & Akula (Itang) of Gambella Region, Ethiopia. Village as per enclosed detail BoQ and ToR. Based on this document, all eligible and interested contractors shall submit sealed bids for the described work necessary to construct the facilities described in detail in the table above: -

Interested eligible contractors shall provide written application with original and copies of the following legal document:

1. **REQUIREMENTS**

Interested and eligible contractors shall provide **original and only two copies** of the following legal document:

1. Bid documents should include details for providing all the necessary **costs** for the above activities.
2. Renewed business license for the physical year under consideration.
3. Registration with the Ministry of Trade and Industry and Construction grade certification.
4. Evidence of settlement of current tax, registration for VAT, and Tin certificate.
5. Recommendation letters from UN, INGOs, or Governmental Organizations for providing similar services.
6. Bid must be accompanied by a bid security, in an acceptable **(CPO or Bank Guarantee)** **form of (ETB 200,000.00) of the bid amount for one LOT**, and must be submitted sealed separately & externally attached with the technical document.
7. The number of two copies of the bid to be completed and shall be marked, “**ORIGINAL**”, and “**COPY**.” And also, the bid shall can be wax sealed and vividly marked with the title of the construction bid.
8. Company Profile and necessary technical documents must be arranged and submitted along with the financial proposals.
9. Work schedule must have to be prepared on the base of BOQ and specifications on the tendering documents for proposed calendars days
10. Evidence of employment contract (agreement) with employees.
11. Evidence of Financial Resources (cash in hand, lines of credit, overdraft facility, etc.
12. Within in a Lot Partial offer is not allowed.
13. Plan International Ethiopia reserves the right to reject all or part of the bids.
14. **Key Dates and Timelines**

The following table outlines the key dates and timelines associated with this tender process. Plan International reserves the right to change these at any time as the tender progresses. To maintain transparency, fairness, and adequate time to prepare your offers, Plan International will inform all interested Parties of any changes to these key dates and timelines simultaneously and in a timely fashion.

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| Activity | Deadline Date |
| Issue of Invitation to Tender (mandatory) | January 29, 2025 |
| Deadline for supplier submission of clarification questions (mandatory) | February 21, 2025 |
| Deadline for Plan to respond to clarification questions and Orientation to supplier (mandatory) | February 22, 2025 |
| Deadline for submission of offers (mandatory) | February 27, 2025 |

1. **CONSTRUCTION TIME FRAME**

The assignment of the works shall be completed within a **maximum of 120 (one hundred twenty) calendar days** from the commencement of the work.

1. **DOCUMENT COLLECTION**

This bid documents can be obtained from Plan International Ethiopia, and hence a complete set of bid documents can be obtained from Plan International Ethiopia, Country Office located at the address stated below during working hours **(8:30AM-5:00PM)** **from January 29, 2025 until February 27, 2025 GC2, Monday to Friday.**

Bidders who did not obtain the Bidding Document (TOR) directly from Plan International Ethiopia (PIE) will be rejected automatically during evaluation.

1. **SUBMISSION INSTRUCTIONS**

All bid document should be submitted on or to **PIE, Country Office seventh floor, Supply Chain Admin Unit office on or before February 27, 2025 on or before 04:00 pm.**

The Bids to be submitted shall be clearly marked with tender reference number, the number and should be submitted with one “**ORIGINAL**” and two “**COPY**” clearly marked as such. Bid documents can be **wax sealed and Stamped with official company’s stamp seal**.

1. **REGISTRATION**

The Bidder’s name and details of the person responsible to receive TOR and submitting documents on behalf of the bidder must be registered with Plan International Ethiopia, Country Office. This should be performed at the time of collecting the TOR and submitting the bid proposal.

1. **BID OPENING & EVALUATION TECHNNIQUE**
2. The bid will be opened on **date February 28, 2025 GC. at 09:30 AM**. **Bid will be opened in the absence of bidders or their representatives because of the unavailability of the hall that accommodates the bidders.** The result will be notified to board officials after the tendering committee evaluation. Therefore, please acknowledge this statement.
3. Late submissions will not be accepted..
4. **IMPORTANT NOTE**

* The bidders are expected to examine all instructions, forms, terms, and specifications in this bidding document. **Failure to furnish all information or documentation, (especially mandatory criteria)** required in the bidding documents may result in the rejection of the bid.
* Bidder currently doing business with Plan International Ethiopia should 70% and above by the confirmation of Plan international Ethiopia Engineer by legal letter ought to be re-apply for this tender.
* Any tender document received after the deadline shall be disqualified.
* Plan International Ethiopia reserves the right to accept or reject any or all bids
* A bidder with poor efficiency of less than 70% progress of any construction works and Clearance in any projects within PIE program areas: having been black listed in the project area for none performing and termination of a project cannot compete for any bid. (Whenever recognized will automatically be rejected.)

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| **For further information, please contact Plan International Ethiopia procurement unit @** [**Pie.Procurement@plan-international.org**](mailto:Pie.Procurement@plan-international.org) |
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| * 1. ITT Overview and Instructions   2. Overview   Plan International Ethiopia are inviting interested parties to submit the technical and financial proposal for Construction of Trans (PMP) Main from BH to Elevated Service Reservoir, distribution line from Service Reservoir to service points, and construction of water taps in Gambella Reginal State @ Pino, Alela, Lock-dong and Akula Village.  The Successful Bidder(s) will be expected to enter into a formal contract with fixed price and possibility of terms and conditions changes on an exclusive/non-exclusive basis with our organization. Plan International Ethiopia reserves the right not to award a contract as a result of this Invitation to Tender, or to award to multiple successful Bidders. |
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# Section II: Instructions to Bidders

## **A General**

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| 1. Scope of Bid | * 1. Project Name: SunWASH Project   2. , Location: Gambella Reginal State @ Okuna-Pino (Abobo), Camp (Gog), Elbaro (Gambela Zurya), & Alela (Gambela Zurya).   3. Employer: Plan International Ethiopia (PIE)   4. Financier: Plan International Ethiopia (PIE)   5. Donor: - SUNWASH PROJECT   6. Scope of Work: Solar powered water supply system construction and installation   7. The successful Bidder will be expected to complete the Works by the intended completion date specified in the Contract Data and as per date specified on invitation of bid. |
| 1. Source of Funds | 2.1 The source of fund for the project is from PIE’s own /donor fund budget. |
| 1. Eligible Bidders | 3.1 This Invitation for Bids is open to all eligible bidders with the category of For Water work contractor – WWC, WWGC, or General contractor with having solar powered water supply system experiences of Grade -3 and above only, registered/renewed for 2017 E.C. any materials, equipment, and services to be used in the performance of the Contract shall have their origin in eligible source countries.  3.2 All foreign bidders should have a local agent in Ethiopia and produce agency agreement with its local agent.  3.3 The local agent should be registered in Ethiopia with renewed license, VAT, TIN certificate.  3.4 The supplier and its local agent shall be jointly and severally liable.  3.5 All bidders shall provide in Section III, Forms of Bid and Qualification Information, a statement that the Bidder (including all members of a subcontractors) is not associated, nor has been associated in the past, directly or indirectly, with the consultant or any other entity that has prepared the design, specifications, and other documents for the Project or being proposed as WaSH technical Manager for the Contract. A firm that has been engaged by the Employer to provide consulting services for the preparation or supervision of the Works, and any of its affiliates, shall not be eligible to bid.  3.6 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Employer in accordance with sub-clause 37.1.  3.7 A bid security shall be required. The amount and currency of the bid security for one lot shall be ETB 200,000.00 in CPO or equivalent amount unconditional Bank Guarantee and counter guaranteed by local banks. |
| 1. Qualification of the Bidder | 4.1 All bidders shall provide in Section III, Forms of Bid and Qualification Information, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.  4.2 A**ll bidders shall include the following information and documents with their bids in Section III, unless otherwise stated in the Bidding Data:**  (a) copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory of the Bid to commit the Bidder;  (b) total monetary value of construction work performed for each of the last three years;  (c) experience in works of a similar nature and size for each of the last Three years, and details of work under way or contractually committed; and clients who may be contacted for further information on those contracts;  (d) major items of construction equipment proposed to carry out the Contract;  (e) qualifications and experience of key site management and technical personnel proposed for the Contract;  (f) reports on the financial standing of the Bidder, such as profit and loss statements and auditor’s reports for the past two years;  (g) evidence of adequacy of working capital for this Contract (access to line(s) of credit and availability of other financial resources);  (h) authority to seek references from the Bidder’s bankers;  (i) information regarding any litigation, current or during the last three three years, in which the Bidder is involved, the parties concerned, and disputed amount; and  (j) Proposals for subcontracting components of the Works amounting to more than 10 percent of the Contract Price.  4.3 To qualify for award of the Contract, bidders shall meet the following minimum qualifying criteria:  (a) annual volume of construction work of at least the amount specified in the Bidding Data;  (b) experience as prime contractor in the construction of at least three works of a nature and complexity equivalent to the Works over the last three years (to comply with this requirement, works cited should be at least 70 percent complete);  (c) proposals for the timely acquisition (own, lease, hire, etc.) of the essential equipment listed in the Bidding Data;  (d) a Contract Manager with fifteen years’ experience in works of an equivalent nature and volume, including no less than five year as Manager; and  (e) Liquid assets and/or credit facilities, net of other contractual commitments and exclusive of any advance payments which may be made under the Contract, of no less than the amount specified in the Bidding Data.  A consistent history of litigation or arbitration awards against the Applicant or any partner of a Joint Venture may result in disqualification. |
| 1. LOT Participation | 5.1 Bidder can participate on all LOTs but can ONLY be awarded on a maximum of one LOT; if the bid is found to be substantially responsive |
| 1. Cost of Bidding | 6.1 The Bidder shall bear all costs associated with the preparation and submission of his Bid, and the Employer will in no case be responsible or liable for those costs. |
| 1. Site Visit | 7.1 The Bidder, at the Bidder’s own responsibility and risk, is encouraged to visit and examine the Site of Works and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidder’s own expense. |

## **B Bidding Documents**

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| 1. Content of Bidding Documents | 8.1 The set of bidding documents comprises the documents listed below and the addenda issued under Clause 10:  Volume 1  Section   1. Instructions to Bidders 2. Forms of Bid and Qualification Information 3. General Conditions of Contract 4. Special Conditions of Contract 5. Contract Data 6. Security Forms 7. (PIE/Sun WASH/001/2025) Plan Tender Dossier (Mandatory) 8. ANNEX A & B – Specification and BoQ (pricing schedule) for the Hydraulic Works One (Mandatory) 9. ANNEX C - Technical Questions (Mandatory) 10. ANNEX D - Supplier Questionnaire (Mandatory) 11. ANNEX E - Non-Staff Code of Conduct (Mandatory) 12. ANNEX F - Plans General Terms and Conditions (Mandatory)   8.2 The above documents are supplied to the prospective Bidder. The number of copies to be completed and returned with the Bid is specified in the Bidding Data.  8.3. These instructions are designed to ensure that all Bidders are given equal and fair consideration. It is the Bidders responsibility to ensure their offer is complete and that you provide all the necessary information asked for in the format specified or risk your offer being rejected |
| 1. Clarification of Bidding Documents | 9.1 A prospective Bidder requiring any clarification of the bidding documents may notify the Employer in writing or @ [pie.procurement@plan-international.org](mailto:pie.procurement@plan-international.org) at the Employer’s address indicated in the invitation to bid. The Employer will respond to any request for clarification received earlier than 5 days prior to the deadline for submission of bids. Copies of the Employer’s response will be forwarded to all purchasers of the bidding documents, including a description of the inquiry, but without identifying its source. |
| 1. Amendment of Bidding Documents | 10.1 Before the deadline for submission of bids, the Employer may modify the bidding documents by issuing addenda.  10.2 Any addendum thus issued shall be part of the bidding documents and shall be communicated in writing or by email to all purchasers of the bidding documents. Prospective bidders shall acknowledge receipt of each addendum by cable to the Employer.  10.3 To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer shall extend, as necessary, the deadline for submission of bids, under Sub-Clause 20.2 below. |

## **C Preparation of Bids**

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| 1. Language of Bid | 11.1 All documents relating to the Bid shall be in the language specified in the Contract Data. |
| 1. Documents Comprising the Bid | 12.1 The Bid submitted by the Bidder shall comprise the following:  (a) The completed Bid (in the format indicated in Section III);  (b) Bid Security;  (c) Completed Priced Bill of Quantities under the bidding document;  (d) Qualification Information Form and Documents;  (e) Alternative offers were not allowed;  And any other materials required to be completed and submitted by bidders, as specified in the Bidding Datasheet. |
| 1. Bid Prices | **13.1** The Contract shall be for the full outsourcing works, as described in Sub-Clause 1.1, based on the priced Bill of Quantities submitted by the Bidder.  13.2 The Bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items for which no rate or price is entered by the Bidder will not be paid for by the Employer when executed and shall not be deemed covered by the other rates and prices in the Bill of Quantities.  13.3 All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date 5 days prior to the deadline for submission of bids, shall be included in the rates, prices, and total Bid price submitted by the Bidder.  13.4 The rates and prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract if provided for in the Bidding.  **13.5 Bidders are required to complete the pricing schedule attached separately in ‘Annex B – Pricing Schedule.’ All prices must be quoted in ETB, and exclusive of Value Added Tax (VAT).**  **13.6 It is expected that prices will be fixed for the duration of the contract and quotes valid for a maximum period of 90 (ninety) calendar days following the Closing Date of this tender. If for any reason you are unable to guarantee fixed pricing for the duration of the contract, any projected price increases should be clearly stated in your tender.**  **13.7 To ensure a fair and transparent process, Plan International will not be able to divulge budget information relating to this tender or associated Projects. It is expected that Bidders submit their best possible financial offer at the point of submission.**  **13.8 The successful Bidder will be required to pay their staff who work on this contract at least the National Living Wage.** |
| 1. Currencies of Bid and Payment | 14.1 The unit rates and prices shall be quoted by the Bidder entirely in Birr as specified in the bidding Data. |
| 1. Bid Validity | 15.1 Bids shall remain valid for the period specified in the Bidding Data.  15.2 In exceptional circumstances, the Employer may request that the bidders extend the period of validity for a specified additional period. The request and the bidders’ responses shall be made in writing or by cable. A Bidder may refuse the request without forfeiting the Bid Security. A Bidder agreeing to the request will not be required or permitted to otherwise modify the Bid, but will be required to extend the validity of Bid Security for the period of the extension, and in compliance with Clause 16 in all respects.  15.3 In the case of contracts in which the Contract Price is fixed (not subject to price adjustment), if the period of bid validity is extended beyond 90 days, the amounts payable in local currency to the Bidder selected for award, shall be increased by applying to both the local currency component of the payments, the factors specified in the Bidding Data or in the request for extension, for the period of delay beyond 90 days after the expiry of the initial bid validity, up to the notification of award. Bid evaluation will be based on the Bid prices without considering the above correction. |
| 1. Bid Security | 16.1 The Bidder shall furnish, as part of the Bid, a Bid Security in local currency or in a freely convertible currency, in the amount specified in the Bidding Data.  16.2 The Bid Security shall, at the Bidder’s option, be in the form of a **certified check (CPO) or unconditional bank guarantee from a reputable bank, counter guaranteed by local banks.** in the country. Bid Security shall be valid for 90 days beyond the validity of the Bid.   * 1. Any bid not accompanied by an acceptable Bid Security shall be rejected by the Employer.   16.4 The Bid Security of unsuccessful bidders will be returned within 90 days of the end of the Bid validity period specified in Sub-Clause 15.1.  16.5 The Bid Security of the successful Bidder will be discharged when the Bidder has signed the Agreement and furnished the required Performance Security.  16.6 The Bid Security may be forfeited  (a) If the Bidder withdraws the Bid after Bid opening during the period of Bid validity;  (b) If the Bidder does not accept the correction of the Bid price, according to Clause 27; or  (c) In the case of a successful Bidder, if the Bidder fails within the specified time limit to  (i) sign the Agreement; or  (ii) Furnish the required Performance Security. |
| 1. Alternative Proposals by Bidders | 17.1 Bidders shall submit offers that comply with the requirements of the bidding documents, including the basic technical design as indicated in the specifications. |
| 1. Format and Signing of Bid | 18.1 The Bidder shall prepare one original of the documents comprising the Bid as described in Clause 12 of these Instructions to Bidders, bound with the volume containing the Form of Bid, and marked “ORIGINAL.” In addition, the Bidder shall submit copies of the Bid, in the number specified in the Bidding Data, and marked as “COPIES.” In the event of a discrepancy between them, the original shall prevail.  18.2 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder, according to Sub-Clauses 4.3(a) or 4.4(b), as the case may be. All pages of the Bid where entries or amendments have been made shall be initialed by the person or persons signing the Bid.  18.3 The Bid shall contain no alterations or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the Bid.  18.4 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**

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| 1. Sealing and Marking of Bids | 19.1 **The Bidder shall seal the original and each copy of the Bid in two inner envelopes and one outer envelope, duly marking the inner envelopes as “ORIGINAL” and “COPIES”. The bidder also has to come up with the technical and financial documents in sealed, stamped, and separately**  19.2 The inner and outer envelopes shall  (a) be addressed to the Employer at the address provided in the Bidding Data;  (b) bear the name and identification number of the Contract as defined in the Bidding and Contract Data; and  (c) Provide a warning not to open before the specified time and date for Bid opening as defined in the Bidding Data.  19.3 In addition to the identification required in Sub-Clause 19.2, the inner envelopes shall indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared late, according to Clause 21.  19.4 **If the outer envelope is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the Bid.** |
| 1. Deadline for Sub-mission of Bids | 20.1 Bids shall be delivered to the Employer at the address specified above no later than the time and date specified in the Bidding Data.  20.2 The Employer may extend the deadline for submission of bids by issuing an amendment in accordance with Clause 10, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will then be subject to the new deadline. |
| 1. Late Bids | 21.1 Any Bid received by the Employer after the deadline prescribed in Clause 20 will be returned unopened to the Bidder. |
| 1. Modification and Withdrawal of Bids | 22.1 Bidders may modify or withdraw their bids by giving notice in writing before the deadline prescribed in Clause 20.  22.2 Each Bidder’s modification or withdrawal notice shall be prepared, sealed, marked, and delivered under Clauses 18 and 19, with the outer and inner envelopes additionally marked “MODIFICATION” or “WITHDRAWAL,” as appropriate.  22.3 No Bid may be modified after the deadline for submission of Bids.  22.4 Withdrawal of a Bid between the deadline for submission of bids and the expiration of the period of Bid validity specified in the Bidding Data or as extended according to Sub-Clause 15.2 may result in the forfeiture of the Bid Security according to Clause 16.  22.5 Bidders may only offer discounts to, or otherwise modify the prices of their bids by submitting Bid modifications under this clause, or included in the original Bid submission. |

## E Bid Opening and Evaluation

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| 1. Bid Opening | 23.1 The Employer will open the bids, including modifications made according to Clause 22.  23.2 Envelopes marked “WITHDRAWAL” shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted according to Clause 22 shall not be opened.  23.3 The bidders’ names, the Bid prices, the total amount of each Bid, any discounts, Bid modifications and withdrawals, the presence or absence of Bid Security, and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening.  23.4 The Employer will prepare minutes of the Bid opening, including the information disclosed to those present under Sub-Clause 23.3. |
| 1. Process to Be Confidential | 24.1 Information relating to the examination, clarification, evaluation, and comparison of bids and recommendations for the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process until the award to the successful Bidder has been announced. Any effort by a Bidder to influence the Employer’s processing of bids or award decisions may result in the rejection of his Bid. |
| 1. Clarification of Bids | 25.1 To assist in the examination, evaluation, and comparison of bids, the Employer may, at the Employer’s discretion, ask any Bidder for clarification of the Bidder’s Bid, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by cable, telex, or facsimile, but no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the bids in accordance with Clause 27.  25.2 From the time of bid opening to the time of contract award, if any bidder wishes to contact the Employer on any matter related to the bid, it should do so in writing.  25.3 Any effort by the Bidder to influence the Employer in the Employer’s bid evaluation, bid comparison or contract award decisions may result in the rejection of the Bidders’ bid. |
| 1. Examination of Bids and Determination of Responsiveness | 26.1 Prior to the detailed evaluation of bids, the Employer will determine whether each Bid (a) meets the eligibility criteria defined in Clause 3; (b) has been properly signed; (c) is accompanied by the required securities; and (d) is substantially responsive to the requirements of the bidding documents.  26.2 A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the bidding documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works; (b) which limits in any substantial way, inconsistent with the bidding documents, the Employer’s rights or the Bidder’s obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.  26.3 If a Bid is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation. |
| 1. Correction of Errors | 27.1 Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:  (a) where there is a discrepancy between the amounts in figures and in words, the amount in words will govern;  ( b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and  (c) where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern, unless in the opinion of the Employer there is an obviously gross misplacement of the decimal point in the unit rate, in which case the line item total as quoted will govern, and the unit rate will be corrected.  27.2 The amount stated in the Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, the Bid will be rejected, and the Bid Security may be forfeited in accordance with Sub-Clause 16.6(b). |
| 28. Currency for Bid Evaluation | 28.1 Bids will be evaluated as quoted in Ethiopian Birr. |
| 29. Evaluation and Comparison of Bids | 29.1 The Employer will evaluate and compare only the bids determined to be substantially responsive in accordance with Clause 26.  29.2 In evaluating the bids, the Employer will determine for each Bid the evaluated Bid price by adjusting the Bid price as follows:  (a) making any correction for errors pursuant to Clause 27;  (b) excluding provisional sums and the provision, if any, for contingencies in the Bill of Quantities, but including Day work, where priced competitively;  (c) making an appropriate adjustment for any other acceptable variations, deviations, or alternative offers submitted in accordance with Clause 17; and  (d) Making appropriate adjustments to reflect discounts or other price modifications offered in accordance with Sub-Clause 22.5.  29.3 The Tender shall be evaluated according to the Evaluation methodology and criteria with pre-assigned percentages described in section III sub section B. The evaluation criteria and the percentage of points attached to it shall be as follows:   * 1. **Technical part (70) including of Gender Responsive; and**   2. **Financial part (30) points.**   The exact percentage attributed to each criterion shall be assessed by the evaluation committee prior to the evaluation of Bids as per pre-qualification evaluation criteria seat in Bid data.  The Technical part shall be evaluated out of 70 points.  The Financial part shall be evaluated by giving **100** points for the lowest. The other tenders shall get points proportionally according to the following formula:  **Financial points = 100 x least price offer/offered price**  The final evaluation that determine the winner contractor will be made according to the following formula:  **Final points [ Technical points x (70) % + financial points x (30) %]**  **The contract will be awarded to the bidder having the highest final points.**  29.4 The Employer reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors which are in excess of the requirements of the bidding documents or otherwise result in unsolicited benefits for the Employer will not be considered in Bid evaluation.  29.5 The estimated effect of any price adjustment conditions under Clause 47 of the Conditions of Contract, during the period of implementation of the Contract, will not be considered in Bid evaluation.  29.6 In case of several lots, pursuant to Clause 29.2 (d) the Employer will determine the application of discounts so as to minimize the combined cost of the lot. |

## **F Award of Contract**

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| 30. Award Criteria | 30.1 Subject to Clause 31, the Employer will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the bidding documents and to the bidder **having the highest final points**, provided that such Bidder has been determined to be (a) eligible under the provisions of Clause 3, and (b) qualified under the provisions of Clause 4. |
| 31.Employer’s Right to Accept any Bid and to Reject any or all Bids | 31.1 Notwithstanding Clause 30, the Employer reserves the right to accept or reject any Bid, and to cancel the bidding process and reject all bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Employer’s action. |
| 1. Notification of Award and Signing of Agreement | 32.1 The Bidder whose Bid has been accepted will be notified of the award by the Employer prior to expiration of the Bid validity period by cable, telex, or facsimile confirmed by registered letter. This letter (hereinafter and in the Conditions of Contract called the “Letter of Acceptance”) will state the sum that the Employer will pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the “Contract Price”).  32.2 The notification of award will constitute the formation of the Contract, subject to the Bidder furnishing the Performance Security in accordance with Clause 34 and signing the Agreement in accordance with Sub-Clause 32.3.  32.3 The Agreement will incorporate all agreements between the Employer and the successful Bidder. It will be signed by the Employer and sent to the successful Bidder, within 10 days following the notification of award along with the Letter of Acceptance. Within 10 days of receipt, the successful Bidder will sign the Agreement and deliver it to the Employer.  32.4 Upon the furnishing by the successful Bidder of the Performance Security, the Employer will promptly notify the other bidders that their bids have been unsuccessful. |
| 1. Performance Security | 33.1 Within 10 (ten) days after receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Employer a Performance Security in the amount stipulated in the Biding Data, denominated in the type and proportions of currencies in the Letter of Acceptance and in Accordance with the Conditions of Contract.  33.2 If the Performance Security is provided by the successful Bidder in the form of a Bank Guarantee, it shall be issued at the Bidder’s option, by a bank located in the country of the Employer through a correspondent bank located in the country of the Employer, acceptable to the Employer.  33.3 Failure of the successful Bidder to comply with the requirements of Sub-Clause 33.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security. |
| 1. Advance Payment and Security | 34.1 The Employer will provide an Advance Payment on the Contract Price as stipulated in the Conditions of Contract, subject to a maximum amount, as stated in the Bidding Data. |
| 1. Adjudicator | 35.1 The Employer proposes the person named in the Bidding Data to be appointed as Adjudicator under the Contract, at an hourly fee specified in the Bidding Data, plus reimbursable expenses. If the Bidder disagrees with this proposal, the Bidder should so state in the Bid. If, in the Letter of Acceptance, the Employer has not agreed on the appointment of the Adjudicator, the Adjudicator shall be appointed by the Appointing Authority designated in the Contract Data at the request of either party. |
| 1. Corrupt or Fraudulent Practices | 36.1 The Employer requires Bidders/Suppliers/Contractors; observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Employer:  (a) defines, for the purposes of this provision, the terms set forth below as follows:  (i) “corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and  (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition;  (iii) “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party.  (b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;   1. will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, an Employer’s contract. |
|  | 36.2 Furthermore, Bidders shall be aware of the provision stated in sub-clause 23.2 and sub-clause 59.**2 of the General Conditions of Contract.** **H. Price Adjustment** 37.1 Price adjustment is intended to adjust the contract price in response to changes in the market prices of materials as compared to the prices at the time of bidding.  37.2 **For Construction Works with an agreed completion date less than one year after the date of the signing of the Contract price adjustment will not be applicable**.  37.3 For Construction Works with an agreed completion date more than one year after the date of the signing of the Contract price adjustment will be applicable for work carried out after one year from the date of the signing of the Contract and where such work is in accordance with the agreed work schedule submitted as part of the bid.  37.4 Price adjustment shall consider fluctuations in the unit cost of only those construction materials that are listed as eligible under Article 37.7 below.  37.5 The price of the Contract shall be adjusted by an amount that is reasonable and necessary to reflect any significant change in the unit cost of eligible materials based on the standard formula as stated in Article 6.10 below.  37.6 As used herein, a significant change in the unit cost of any of the eligible materials shall mean any change of more than ten percent (10%) in unit cost as compared to the unit cost contained within the original bid.  37.7 Plan shall consider price adjustment only for the following materials: blinding casing well screen casing, surface casing, observation pipe, water quality chemical and disinfection by products.  37.8 If the prices of construction materials, which are subject to price adjustment, are changed (Increased or decreased) after one year from the signing of the contact document, the Contract parities should communicate in written for a prior approval from the either party before executing the work.  37.9 Where provided, the amounts certified in each payment certificate, before deducting for Advance Payment, shall be adjusted by applying the respective price adjustment factor to the payment amounts due.  37.10 Any eligible price adjustment made in connection with works contract shall be calculated using the formula provided below under the following procedure:   * 1. Identify the materials that are affected by the change in unit cost of more than ten percent from the list of materials eligible for consideration under Article 6.7.   2. Calculate the weighted contribution of each of the materials eligible for adjustment towards the total value of the Contract.   3. Determine the base cost indices or reference prices of the eligible materials at the date bid submission as agreed with the Contractor and approved by Plan.   4. Determine the current cost indices or reference prices of the eligible materials at the date to which a particular Interim Payment Certificate is related   5. Calculate the total adjusted price of the contract according to the formula:   *Pn= A + b (Ln/ Lo) + c (Mn/ Mo) +d (En/Eo) +etc*  Where:  Pn is a price adjustment factor to be applied for each payment certificate;  A is a constant, specified in the Contractor’s Bid, representing the nonadjustable portion in contractual payments;  b, c, d, etc., are weightings or coefficients representing the estimated proportion of each cost element (i.e. blinding casing well screen casing, surface casing, observation pipe, water quality chemical and disinfection by-products) in the Works or sections thereof, net of Provisional Sums, as specified in the Contractor’s Bid; The sum of a, b, c, d, etc., shall be one;  Ln, Mn, En, etc., are the current cost indices or reference prices corresponding to the above cost elements at the date to which a particular Interim Payment Certificate is related; and  Lo, Mo, Eo, etc., are the base cost indices or reference prices of the cost elements at the date of bid submission as agreed with the Contractor and approved by Plan 37.11The source of the base indices shall be those listed in the Contractor’s Bid, as approved by Plan upon the signing of the contract. Indices shall be appropriate for their purpose and shall relate to the Contractor’s proposed source of supply of inputs. As the proposed basis for price adjustment, the Contractor shall have submitted with his bid the tabulation of Weightings and Source of Indices, which shall be subject to approval by Plan. |

## **G Bidding Data**

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| Instructions to Bidders  Clause Reference |  |
| GENERAL |  |
| **(4.3)** | The information required from bidders in Sub-Clause 4.3 is modified as follows: |
| **(4.3c)** | “Experience in works of similar nature and size” refers to particular project area selected by the Bidder. |
| **(4.4)** | * **The qualification data required from bidders in Sub-Clause 4.4 are modified as follows*:* The bidder should attach a certificate of good performance from employer, and disclose the date, year within which the work is done, copies of agreement, final payment certificate, temporary acceptance, final acceptance,….** Contact information should include, at a minimum: name, function, address, e-mail, and phone number. Each reference provided should be the client’s responsible project administrator or a senior official of the client who is familiar with the Bidder’s performance and with the Bidder’s system capabilities, and who may be contacted by the procurement panelist during the evaluation process. |
| **(4.4)** | The qualification criteria in Sub-Clause 4.4 are modified as follows*:* |
| **(4.4a)** | The minimum required annual volume of work for the successful Bidder in any of the last three year shall be Birr Twenty Five Million (Birr 25,000,000.00) For each project. |
| **(4.4b)** | Experience in the construction of at least three works, as prime Contractor of the nature and complexity equivalent to the works over the last three years (to comply with this requirement, works cited should be at least 70 percent complete) |
| **(4.4c)** | The essential equipment to be made available for the Contract by the successful Bidder shall be submitted accordingly: |
| **(4.4d)** | The qualification criteria in Sub-Clause 4.4d are modified as follows:  The manager (graduated from recognized university with water resources or hydraulic engineering, civil engineering or related field) with fifteen years’ experience in work of an equivalent nature and volume, including no less than five years as manager; hydraulic engineering (graduated from recognized university with civil engineering) with ten years’ experience in work of an equivalent nature and volume, including no less than three years as Site engineer ; and surveyors , diploma with having over fifteen years experiences. Foreman, Diploma with having over five years experiences  Water supply engineer, BSc with having over ten years experiences as well as all staffs included in the valuation criteria should participate the in-construction time.  and the bidder shall also attach the manpower profile and Signed CV, renewed prof. license and renewed employment agreement from labor and social affairs bureau or legal agent or if the employee is permanent for the company, the company must attach evidence from concerned government bodies such as Ethiopia Construction Authority or social and legal affairs, if not, value will not be considered. the essential manpower to be deployed by the contractors shall be as specified in the per-qualification data section III: |
| **(4.4e)** | The minimum amount of Current balance in bank statement shall be Birr five million (Birr 5,000,000.00) |
| **Bidding Document** |  |
| **(8.2) and (18.1)** | **The number of copies of the Bid to be completed and returned shall be two (2) (one original and two copies).** |
| **(13.4)** | The Contract is not subjected to price adjustment in accordance with Clause 37 of the Conditions of Contract. |
| **(14.1)** | The specified currency shall totally be Ethiopian Birr. |
| **(15.1)** | The period of Bid validity shall be ninety **(120) days** after deadline for Bid submission. |
| **(15.3)** | The adjustment of Bid price in accordance with Clause 15.3 shall be calculated on the basis of an annual increase for foreign costs of Zero (0) percent and an annual increase for local costs of Zero (0) percent. |
| **(16.1)** | **The amount of Bid Security shall not be less than ETB 200,000.00 and is to be expressed in Eth. Birr.** |
| **(17.0)** | Alternative proposals to the requirements of the bidding documents will not be permitted. |
| **(19.2)** | The Employer’s address for Bid submission is the office of:   |  |  | | --- | --- | |  | | | **Plan International Ethiopia, Country Office**   |  | | --- | | **Supply Chain and Admin Unit** | | |  | | --- | | **7th Floor of Adama Real State Building, Nearby IOM office building, on ECA Road:** | | **P. O. Box: 5969;** | | **Tel: +251-115-571916/ or 1976/0875/0350/** | | | | |  | | |  | | |  | | |
| **(20.1)** | The deadline for submission of bids shall be on or before February 27**, 2025, GC on or before 04:00PM.** |
| **(30)** | Domestic contractors may receive a margin of preference in Bid evaluation. In addition to fulfilling the requirement of Sub-Clauses 30.2 and 30.3, the following additional requirements shall apply, namely, that a domestic partner of a joint venture shall be designated as being in charge. |
| **Award of Bid** |  |
| **(33.0)** | **The Standard Form of Performance Security acceptable to the Employer shall be Bank Guarantee and shall be limited to Ten (10) percent of the Contract Price.** |
| **(34.0)** | The Advance Payment shall be limited to thirty **(30) percent of** the Contract Price. |
| **(35.1)** | The adjudicator proposed by the employer is the chairperson of the Ethiopian Board of Commerce, or a person designated by him/her. The hourly fee for this proposed adjudicator shall be as charged by the adjudicator. |

# Section III: Forms of Bid, Qualification Information

## **Standard Form B: Qualification Information**

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| **1 Individual Bidders**  1.1 Constitution or legal status of Bidder: *[attach copy]*  Place of registration: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Principal place of business: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Power of attorney of signatory of Bid: *[attach]*  1.2 Total annual volume of Solar powered water supply system construction and installation works performed in three years, in Birr\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  1.3 Work performed as prime Contractor on works of a similar nature and volume over the last three years. The values should be indicated in the same currency used for Item 1.2 above. Also list details of work underway or committed, including the expected completion date. |

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| --- | --- | --- | --- |
| Project name and location | Name of client and contact person | Type of work performed and year of completion | Value of contract |
| (a) |  |  |  |
| (b) |  |  |  |

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| 1.4 Major items of Contractor’s Equipment proposed for carrying out the Works. List all information requested below. Refer also to Sub-Clause 4.4(c) of the Instructions to Bidders. |

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| --- | --- | --- | --- |
| Item of equipment | Description, make, and age (years) | Condition (new, good, poor) and number available | Owned, leased (from whom?), or to be purchased (from whom?) |
| (a) |  |  |  |
| (b) |  |  |  |

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| * 1. Qualifications and experience of key personnel proposed for administration and execution of the Contract. Attach biographical data. The contractor has to provide any mandatory testimonies that can prove the personals are employee of the firm. Refer also to Sub-Clause 4.3(e) of the Instructions to Bidders and Sub-Clause 9.1 of the Conditions of Contract. |

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| Position | Name | Years of experience (general) | Years of experience in the proposed position |
| (a) |  |  |  |
| (b) |  |  |  |

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| 1.6 Proposed subcontracts and firms involved. Refer to Clause 7 of Conditions of Contract. |

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| --- | --- | --- | --- | --- |
| Sections of the Works | Value of subcontract | | Subcontractor  (name and address) | Experience in similar work |
| (a) | |  |  |  |
| (b) | |  |  |  |

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| 1.7 **Financial reports for the last three years: balance sheets, profit and loss statements, auditors’ reports, etc. The contractor has to provide the auditors renewed license, TIN no and other legal documents that can testify the auditors is /are legally permitted to do an audit work for the year List below and attach copies.**  **1.8 Evidence of access to financial resources to meet the qualification requirements: cash in hand, lines of credit, etc. List below and attach copies of support documents.**  **1.9 Name, address, and telephone, telex, and facsimile numbers of banks that may provide references if contacted by the Employer.**  1.10 Information on current litigation in which the Bidder is involved. |

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| Other party | Cause of dispute | Amount involved |
| (a) |  |  |
| (b) |  |  |
| 1.11 Statement of compliance with the requirements of Sub-Clause 3.2 of the Instructions to Bidders.   * 1. Proposed Program (work method and schedule). Descriptions, drawings, and charts, as necessary, to comply with the requirements of the bidding documents. | | | |
|  | | | |
| 1. **Evaluation and Criteria**   1. Determining the Successful Bid  A two-stage procedure will be adopted for evaluating bids, with technical (Qualification Document) evaluation being completed prior to any financial (Bid offer) proposal being opened and compared. Only Technical proposals for firms who pass mandatory criteria will be considered responsive (pass) and their financial proposal will be opened. The other (the fail) financial proposal will returned unopened. Technical proposal will be evaluated using the following criteria. Qualification will be based on meeting the following pass/fail criteria. The employer reserves the right to waive minor deviation.  Bids will be assessed against predetermined criteria which has been developed and agreed by the Tender Panel prior to launching this Tender process. The information gathered in ‘Annex C -Technical Questions,’ ‘Annex B – Pricing Schedule’ and any other requested documentation, will be used to evaluate and score each Bid against this set criteria. Please find further details in the below table:  **Technical Evaluation Criteria 70%- for LOT 1 and 4**   |  |  |  |  | | --- | --- | --- | --- | |  | **Criteria** | **Tenderers must demonstrate……** | **Weight** | | **Compliance** | **Tender Compliance and Completion** | * Agreement to our mandatory policies as set out in ‘Annex C, D, E and F.**’ (This should be signed, stamped and must be returned with technical proposal)** * VAT Registration Certificate * Tax Payer Registration * Renewed Trade License for 2017 E.C. * Renewed Trade Registration Certificate. * Renewed Contractor Grade Registration Certificate for 2017 E.C. * Submission of sealed envelope * Bid Security * the foreign supplier should have a local agent in Ethiopia and produce agency agreement with its local agent. * The local agent should be registered in Ethiopia with renewed license, VAT, TIN certificate. * Detailed Specification of proposed Equipment, Pumps, tools and raw materials with globally/Nationally recognised quality standard certification. | **Pass/Fail. Bidders who do not meet these minimum requirements will not have their Bids further assessed.** | | **Technical Proposal**  **(65%)** | **Proposed Program (work method, schedule and Safety and environmental protection)** | The company must have to be demonstrate that it is able to complete the water works within 120 (one hundred twenty) according to the bill of quantities, Specification and designs with detail work schedule. | **10%** | | **Personal Capability for Water works** | * *Practicing professional water engineer with having MSc in hydraulic, water supply engineering or water resources engineering a minimum of 15 years of experiences (lead water engineer)* * *Practising professional engineer with having MSc in civil engineering (specialized in water supply engineering) with having ten experience or above ten years experiences (lead engineer)* * *Hydrogeologist with having BSc in geology with minimum of five years experiences (groundwater expert)* * *Junior engineer BSc in civil / water supply engineering with having five or above experiences (aid engineer)* * *Senior foreman with civil / hydraulic engineer having ten years of experiences in related construction* * *Senior surveyor with having diploma (TVET graduate) in surveying technology and a minimum of ten years of experiences* * *Junior surveyor with having diploma in surveying technology along with three years of experiences (aid surveyor)*   *\** The company must attach the manpower with CV, academic credentials, work certificates / recommendation letters and signed contractual agreement between parties and approved by government bodies (labour and social affairs bureau or legal agent). Third party agreement shall be renewed for 2017 E.C. Or if the employee is permanent for the company, the company must attach evidence from concerned government bodies such as Ethiopia Construction Authority or social and legal affairs. | **25%** | | **Financial position of the Company** | **1.Audited financial report (last three (03) years) with average turnover 25,000,000.00 and above for each year.**  *\** The contractor has to provide the auditors renewed license, TIN No and other legal documents that can testify the auditors is /are legally permitted to do an audit work for the year. If not, value will not be considered.  **2. Evidence of Financial Resources (last six months bank statement and current bank statement Balance shows above or equal to 5,000,000.00 (five million) or unconditional credit facility above or equal to 5,000,000.00 (five million).** | **5%** | | **Work Experience** | * A company that has at least three genuine reference experience in the construction of similar projects having similar nature within the last three year. The bidder must have an experience at least to contract with minimum value of twenty-five million birr (25,000,000 ETB) for each project per year. include **contact information for verification and inspection so as to provide due diligence.** * Record of successful completion of similar constructions and evidence of working with NGO’s In Emergency & /or Gov’t office & legal private company and satisfactorily and substantially completed as prime contractor. * The Bidder must provide Certificates of satisfactory execution of previous contracts and/or experience provided by the other contracting party to the contracts concerned in number and within the period specified above for similar sized/type contracts, including **copies of agreement, final payment certificate, temporary acceptance, final acceptance is optional**, while PIE reserves a right to validate the authenticity of the submitted certificates. | **10%** | |  | **Equipment/ for Hydraulic Works and certificate, supporting trucks and others to be used for hydraulic services** | * Major items of Contractor’s Equipment proposed for carrying out the Works shall be owned or leased/If it is leased the agreement shall be supported by document authentication and registration agency. * Excavator * Compactor * Concrete Mixers for proposed water work * Pick up * Total station * HDPE welding machine | **15%** | | **Gender Responsive (5%)** | **Gender Sensitive Practices and Policies** | As part of our ongoing Gender Responsive  Procurement Initiatives, Bidders will be  allocated 5% of the overall score if they meet  one or more of the following:   * If headed up by a woman (legally) * If supplier is a women-owned business: A legal entity in any field that is more than 51% owned, managed, and controlled by one or more women. * If the % of women in management positions is over 35% * If % of women workers is 55% or above * If robust gender equality initiatives are in place and active. E.g., WEPs signed, gender equality procurement policy, any additional gender-sensitive program implemented. | **5%** | | **Financial Proposal  (30%)** | **Project total cost (Pricing Schedule)** | * Completion of ‘Annex B – Pricing Schedule’ with all requested information * Fixed pricing * Economically advantageous for the organisation | **30%** |   **Technical Evaluation Criteria 70%- for LOT 2 and 5**   |  |  |  |  | | --- | --- | --- | --- | |  | **Criteria** | **Tenderers must demonstrate……** | **Weight** | | **Compliance** | **Tender Compliance and Completion** | * Agreement to our mandatory policies as set out in ‘Annex C, D, E and F.**’ (This should be signed, stamped and must be returned with technical proposal)** * VAT Registration Certificate * Tax Payer Registration * Renewed Trade License for 2017 E.C. * Renewed Trade Registration Certificate. * Renewed Contractor Grade Registration Certificate for 2017 E.C. * Submission of sealed envelope * Bid Security * the foreign supplier should have a local agent in Ethiopia and produce agency agreement with its local agent. * The local agent should be registered in Ethiopia with renewed license, VAT, TIN certificate. * Detailed Specification of proposed Equipment, Pumps, tools and raw materials with globally/Nationally recognised quality standard certification. | **Pass/Fail. Bidders who do not meet these minimum requirements will not have their Bids further assessed.** | | **Technical Proposal**  **(65%)** | **Proposed Program (work method, schedule and Safety and environmental protection)** | The company must have to be demonstrate that it is able to complete the civil works within 120 (one hundred twenty days) calendar days according to the bill of quantities, Specification and designs with detail work schedule. | **10%** | | **Personal Capability/for construction works.** | * Practicing professional engineer with having MSc. in civil engineering with having 15 years experiences or above 15 years work experiences (leader civil engineer) * Practicing Professional engineer with having MSc in hydraulics engineering with having 15 experience or above fifteen years experiences (lead water engineer) * Professional civil engineer with having BSc in civil engineering along with having 13 years of solid work experience (supervisor) * Junior civil engineer BSc in civil engineering with having five or above experiences (Quantity surveyor) * Senior foreman with civil having solid ten years of experiences in related construction * Senior surveyor with having diploma (TVET graduate) in surveying technology and ten or above ten years of experiences Diploma in surveying with 12 years’ experience * General foreman with graduating from TVET – in construction with level IV and having 15 years of work experience   *\** The company must attach the manpower with CV, academic credentials, work certificates / recommendation letters and signed contractual agreement between the two parties and approved by government bodies (labour and social affairs bureau or legal agent). Third party agreement shall be renewed for 2017 E.C. Or if the employee is permanent for the company, the company must attach evidence from concerned government bodies such as Ethiopia Construction Authority or social and legal affairs. | **25%** | | **Financial position of the Company** | **1.Audited financial report (last three (03) year) with average turnover of one hundred forty million.**  *\** The contractor has to provide the auditors renewed license, TIN No and other legal documents that can testify the auditors is /are legally permitted to do an audit work for the year. If not, value will not be considered.  **2. Evidence of Financial Resources (last six months bank statement and current bank statement Balance shows above or equal to 10,000,000.00 (ten million) or unconditional credit facility above or equal to 10,000,000.00 (ten million).** | **5%** | | **Work Experience** | * A company that has at least three genuine reference experience in the construction of similar projects having similar nature with in the past three year. The bidder must have an experience at least two contracts with minimum value of one hundred forty million birr (140,000,000 ETB). This **contact information for verification and inspection so as to provide due diligence.** * Record of successful completion of similar that have been working with NGO’s In Emergency & /or Gov’t office & legal private company and satisfactorily and substantially completed as prime contractor. * The Bidder must provide Certificates of satisfactory execution of previous contracts and/or experience provided by the other contracting party to the contracts concerned in number and within the period specified above for similar sized/type contracts, including **copies of agreement, final payment certificate, temporary acceptance, final acceptance is optional**, while PIE reserves a right to validate the authenticity of the submitted certificates. | **10%** | |  | **Equipment/ construction machine type, capacity and certificate, supporting trucks and others to be used for construction services** | * Major items of Contractor’s Equipment proposed for carrying out the Works shall be owned or leased/If it is leased the agreement shall be supported by document authentication and registration agency. * Excavators with having a capacity of 20 tones * Loader with having a capacity of 3m3 * Truckers with a capacity of 16 m3 * Concrete Mixers * Pick up * Surveyor equipment particularly total station | **15%** | | **Gender Responsive (5%)** | **Gender Sensitive Practices and Policies** | As part of our ongoing Gender Responsive  Procurement Initiatives, Bidders will be  allocated 5% of the overall score if they meet  one or more of the following:   * If headed up by a woman (legally) * If supplier is a women-owned business: A legal entity in any field that is more than 51% owned, managed, and controlled by one or more women. * If the % of women in management positions is over 35% * If % of women workers is 55% or above * If robust gender equality initiatives are in place and active. E.g., WEPs signed, gender equality procurement policy, any additional gender-sensitive program implemented. | **5%** | | **Financial Proposal  (30%)** | **Project total cost (Pricing Schedule)** | * Completion of ‘Annex B – Pricing Schedule’ with all requested information * Fixed pricing * Economically advantageous for the organisation | **30%** |   **Technical Evaluation Criteria 70%- for LOT 3 and 6**   |  |  |  |  | | --- | --- | --- | --- | |  | **Criteria** | **Tenderers must demonstrate……** | **Weight** | | **Compliance** | **Tender Compliance and Completion** | * Agreement to our mandatory policies as set out in ‘Annex C, D, E and F.**’ (This should be signed, stamped and must be returned with technical proposal)** * VAT Registration Certificate * Tax Payer Registration * Renewed Trade License for 2017 E.C. * Renewed Trade Registration Certificate. * Renewed Contractor Grade Registration Certificate for 2017 E.C. * Submission of sealed envelope * Bid Security * the foreign supplier should have a local agent in Ethiopia and produce agency agreement with its local agent. * The local agent should be registered in Ethiopia with renewed license, VAT, TIN certificate. * Detailed Specification of proposed Equipment, Pumps, tools and raw materials with globally/Nationally recognised quality standard certification. | **Pass/Fail. Bidders who do not meet these minimum requirements will not have their Bids further assessed.** | | **Technical Proposal**  **(65%)** | **Proposed Program (work method, schedule and Safety and environmental protection)** | The company must have to be demonstrate that it is able to complete the solar works within 120 (one hundred twenty) according to the bill of quantities, Specification and designs with detail work schedule. | **10%** | | **Personal Capability for Water works** | * *Practicing professional water engineer with having MSc in hydraulic, water supply engineering or water resources engineering a minimum of 15 years of experiences (SPWSS lead engineer)* * *Practising professional engineer with having MSc in mechanical engineering with having ten experience or above ten years experiences (solar rack lead engineer)* * *Practicing professional electrical engineer with having MSc in electrical engineering a minimum of 15 years of experiences (Electrical lead engineer)* * *Hydrogeologist with having BSc in geology with minimum of five years experiences (groundwater expert)* * *Senior civil engineer MSc in civil specialized in geotechnical with having five or above experiences (foundation engineer)* * *Senior foreman with civil / hydraulic engineer having ten years of experiences in related construction* * *Junior surveyor with having diploma in surveying technology along with three years of experiences (aid surveyor)*   *\** The company must attach the manpower with CV, academic credentials, work certificates / recommendation letters and signed contractual agreement between parties and approved by government bodies (labour and social affairs bureau or legal agent). Third party agreement shall be renewed for 2017 E.C. Or if the employee is permanent for the company, the company must attach evidence from concerned government bodies such as Ethiopia Construction Authority or social and legal affairs. | **25%** | | **Financial position of the Company** | **1.Audited financial report (last three (03) years) with average turnover 25,000,000.**  *\** The contractor has to provide the auditors renewed license, TIN No and other legal documents that can testify the auditors is /are legally permitted to do an audit work for the year. If not, value will not be considered.  **2. Evidence of Financial Resources (last six months bank statement and current bank statement Balance shows above or equal to 5,000,000.00 (five million) or unconditional credit facility above or equal to 5,000,000.00 (five million).** | **5%** | | **Work Experience** | * A company that has at least three genuine reference experience in the construction of similar projects having similar nature within the last three year. The bidder must have an experience at least to contract with minimum value of twenty-five million birr (25,000,000 ETB) for each project per year. include **contact information for verification and inspection so as to provide due diligence.** * Record of successful completion of similar constructions and evidence of working with NGO’s In Emergency & /or Gov’t office & legal private company and satisfactorily and substantially completed as prime contractor. * The Bidder must provide Certificates of satisfactory execution of previous contracts and/or experience provided by the other contracting party to the contracts concerned in number and within the period specified above for similar sized/type contracts, including **copies of agreement, final payment certificate, temporary acceptance, final acceptance is optional**, while PIE reserves a right to validate the authenticity of the submitted certificates. | **10%** | |  | **Equipment/ Solar System Works One installation, capacity and certificate, supporting trucks and others to be used for Solar System Works** | Major items of Contractor’s Equipment (Advanced solar powered system tool kits and instrument of manufacture with in the past one year) proposed for carrying out the Works shall be owned or leased/If it is leased the agreement shall be supported by document authentication and registration agency.   * Advanced GPS which is suitable for solar rack alignment * Flow meter * Water Level Meter * Automatic water level sensor * Crane * Pump test crew * Pick up * Solar system welding machine | **15%** | | **Gender Responsive (5%)** | **Gender Sensitive Practices and Policies** | As part of our ongoing Gender Responsive  Procurement Initiatives, Bidders will be  allocated 5% of the overall score if they meet  one or more of the following:   * If headed up by a woman (legally) * If supplier is a women-owned business: A legal entity in any field that is more than 51% owned, managed, and controlled by one or more women. * If the % of women in management positions is over 35% * If % of women workers is 55% or above * If robust gender equality initiatives are in place and active. E.g., WEPs signed, gender equality procurement policy, any additional gender-sensitive program implemented. | **5%** | | **Financial Proposal  (30%)** | **Project total cost (Pricing Schedule)** | * Completion of ‘Annex B – Pricing Schedule’ with all requested information * Fixed pricing * Economically advantageous for organisation | **30%** |  1. Evaluation of offers   The Tender Panel will review all Bids to ensure they meet the minimum requirements listed under the ‘Compliance’ section in the above table. Following this, each Bid will be assigned a score on the basis of predetermined criteria and their associated weighted scorings.  The contract(s) will be awarded to the Bidder(s) who represent the best overall value for Plan International in terms of the evaluation criteria set out above. By participating in this tender, you acknowledge and understand that Plan reserves the right to:   * Decide not to award to any supplier * Decide to award to one or more suppliers * Decide to re-advertise the opportunity * Not necessarily accept the lowest cost offer   Notification of award of contract will be issued via e-mail.   1. Terms & Conditions  * By submitting a Bid as part of this Tender process, you also acknowledge and understand that: * Plan International will not be liable for any costs or expenses incurred in the preparation of your offer * You or your company will undergo vetting checks against an Anti-Terrorism and Sanctions Database as part of due diligence protocols * Plan International reserves the right to keep confidential the circumstances that have been considered for the selection of the offers * Part of the evaluation process may include a presentation from the Bidder and a site visit by Plan International staff, where applicable and necessary * Plan International reserves the right to alter the schedule of tender and contract awarding * Plan International reserves the right to cancel this tender process at any time and not to award any contract * Plan International reserves the right not to enter into or award a contract as a result of this invitation to tender * Plan International does not bind itself to accept the lowest, or any offer * Any attempt by the Bidder to obtain confidential information, enter into unlawful agreements with competitors or influence the evaluation committee or Plan International during the process of examining, clarifying, evaluating and comparing tenders will lead to the rejection of its offers and may result in the termination of a current contract where applicable * You accept in full and without restriction the conditions governing this tender as the sole basis of this competition, whatever its own conditions of sale may be, which you hereby waive * You have examined carefully, understood and comply with all conditions, instructions, forms, provisions and specifications contained in this tender dossier. You are aware that failure to submit a tender containing all the information and documentation expressly required, within the deadline specified, may lead to the rejection of the tender at Plan International’s discretion * You are not aware of any corruption practice in relation to this competition. Should such a situation arise, we shall immediately inform Plan International in writing * You declare that you are affected by no potential conflict of interest, and that you and our staff have no particular link with other Bidders or parties involved in this competition. Should such a situation arise during performance of the contract, you shall immediately inform Plan International in writing * You accept Plan International’s standard terms of payment which are 30 days after the end of the month of receipt by Plan of a proper invoice or, if later, after acceptance of the Goods or Services in question by Plan International Ltd  1. Plan International’s Ethical & Environmental Statement  * The organisation should establish environmental standards and good practices that follow the principles of ISO 14001 Environmental Management Systems, and in particular to ensure compliance with environmental legislation. * The organization should seek to set reduction targets in areas where the organization’s activities lead to significant environmental impacts  1. Submission Checklist  |  |  | | --- | --- | | **Document** | **Form** | | * ANNEX A & B – Specification and BoQ (pricing schedule) for water scheme solarization project (Mandatory) | * Please complete all requested information and return it in **the attached BoQ** format. | |  | * Please complete with all requested information and return in **the attached BoQ** format. | | **Annex C - Technical Questions** | Please complete all requested information and return it in format. | | **Annex D - Supplier Questionnaire** | Please complete all requested information, stamp, sign, and return in format. | | **Annex E - Non-Staff Code of Conduct** | Please stamp, sign, and date this document and return it in PDF format. | | **Annex F – Plan General Terms and Conditions** | Please stamp, sign, and date this document and return it in PDF format. | | | | | |
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| |  |  |  |  |  | | --- | --- | --- | --- | --- | | **Deliverable #** | **Scope** | **Cost in ETB exclusive of VAT** | **Level of effort (number of days)** | **Proposed timeline (dates)** | | LOT-1 | *Construction of Trans (PMP) Main from BH- to Elevated Service Reservoir, distribution line from Service Reservoir to service points, and construction of water taps in which the location was stated under section two.* | *Not fill this* | 120 calendar days | Mar -June 30, 2025 | |  | **Total Cost** | **Not fill this** |  |  | | | | | | | |  |  |
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## Standard Form E: Form of Tender

Dear Sirs,

1. Having examined the Drawings, Instruction to Bidders, form of Solar powered water supply system construction and installation, Conditions of Contract, Specifications, Bills of Quantities and other section of the Tender Document for the proposed Works, and having visited and examined the Site of the Works or caused it to be visited on our behalf by a competent and reliable person and having acquired all requisite information relating thereto as affecting this Tender, we, the undersigned, hereby offer to construct, complete and maintain the proposed Works in conformity with the said Documents and Drawings for the sum of *(space for entering value in figures and works) etc.) (Space for base, whether unit price, lump sum, etc.)* Or such other sum as may be ascertained in accordance with the said documents.
2. We hereby declare without reserve whatsoever to execute the said Works in conformity with the Conditions contained in all the documents, having understood the meaning and scope of all such documents precisely and clearly, and having considered them as one indivisible whole and the various conditions and Clauses as mutually complementary and explanatory and after having evaluated for ourselves and at our entire responsibility, the nature and difficulties of the said Works.
3. We have inserted in the appropriate locations all the required and relevant information and enclosed herewith all the information requested in the Instruction to Bidders and other section of the Tender Document.
4. We undertake if our Tender is accepted to commence the works within the time specified in the Appendix to this Form of Tender, effective the date fixed by the Engineer to commence work in the order to commence work, and to complete the Works in conformity with the said Drawings, conditions of Contract, Specifications and other documents cited in the Construction Agreement within the time prescribed in the Appendix to this Form of Tender.
5. If our Tender is accepted, we will within ten (10) days from the date of receipt by us of the Letter of Acceptance, provide a Performance Security in accordance with Clause 10 of the Conditions of Contract to be jointly and severally bound with us in the sum equal to that stated in the Tender for the due performance of the Contract. All costs in this connection are included in our Tender.
6. We agree to abide by this Tender for a period of *(specify period in days)* from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
7. We attach to this Tender a Bid Security being in the amount of *(****space for entering Bid Security amount in words and figures****)* the amount named in Paragraph 1 above, which shall be forfeited should we withdraw our Tender within the above – mentioned period of *(****specify period in days****).* The Bid Security shall be void upon execution of a Contract Agreement in accordance with the provision of Clause 5 of the Conditions of a Contract and the provision by us of a Performance Security in accordance with Clause 10 of the said Conditions of Contract.
8. Unless and until a formal agreement is prepared and executed, this Tender and receipt by us of your written Letter of Acceptance thereof shall constitute a binding contract between you and ourselves.
9. We understand that you are not bound to accept the lowest or any Tender you may receive and that you will not defray any expense incurred by us in tendering.

Dated this *( date )* day of *( month and year )*

Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in the capacity of *(position)* duly authorized to sign Tender for and on behalf of *(Name of Bidder)*

Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Appendix to Form of Tender**

|  |  |  |  |
| --- | --- | --- | --- |
|  |  | Conditions of Contract Clauses | Conditions of Bidder Proposal |
| a | Bid amount |  | *(\_\_\_\_\_\_\_\_\_\_\_\_\_\_ )* Birr |
| b. | Language of Contract |  | English |
| c. | Applicable Law |  | The Laws of the Federal Democratic Republic of Ethiopia |
| d | Institution that has jurisdiction over any matter in connection with this contract |  | The Courts of Ethiopia |
| e | Amount of Performance Bond the bidder is prepared to give pursuant to Clause ---of the Standard Instructions to Bidders |  | At least ten percent (10%) of the contract price in the form of a bank guarantee. |
| f | Commencement of works |  | **10 (Ten)** days from taking over of site |
| g. | Completion time from date of commencement |  | **120 (one hundred twenty)** calendar days |
| h. | Period of Maintenance from the date of completion of works |  | 12 Months (365) Calendar days |
| i | Warranty Period |  | 1 (One) years |
| j | Amount of Liquidated Damages |  | 0.01% of the contract price per day of delay |
| k | Limit of Liquidated Damages |  | Not more than Ten percent (10%) of the Contract Price |
| l | Power of the Engineer to make variations |  | Should get an approval for all additional work in writing before its commencement by Plan’s relevant managers |
| m. | Minimum Amount of Interim Certificate |  | 30% of contract price |
| n | Minimum Time Interval for Payment |  | Month (30) days |
| o | Final percentage of retention money |  | Two-point five percent (2.5%) of the Certificate Amount |
| p | Currency of Payment |  | Payment will be 100 % in Ethiopian Birr |
| q | Rate of interest upon unpaid sums |  | Bank rate percent |
| r | Advance payment |  | Twenty percent (30%) of the Contract Price Inclusive VAT upon submission of equivalent amount of guarantee bond |

Dated this\_\_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_in the capacity of

Duly authorized to sign tenders for and on behalf of

Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Tel. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ P.O. Box \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*Form D*: Agreement Format

# Agreement

Procurement Reference No:

THIS AGREEMENT made the \_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_, between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter “the Employer”), of the one part, and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter “the Contractor”), of the other part:

Whereas the Employer is desirous that the Contractor execute \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter called “the Works”) and the Employer has accepted the Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein for the Contract Price of the equivalent of Ethiopian Birr \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_).

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 Contract referred to.

2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.

1. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works 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.
2. The Contract Price or such other sum as may be payable shall be paid in Ethiopian Birr.

IN WITNESS whereof the parties thereto have caused this Agreement to be executed in accordance with the law specified in the Special Conditions of Contract on the day, month and year indicated above.

Signed by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (for the Employer)

Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Position:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signed by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (for the Contractor)

Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Position:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Witnesses

1. -------------------

2. -------------------

# Section IV: General Conditions of Contract (GCC)

# *Refer to the Federal Democratic Republic of Ethiopia*

***General Condition of Contract***

***For***

***All Construction of Works of 2006GC or Ministry of Water and Energy solar-powered water supply system (SPWSS) design and construction guideline***

# Section VI: Particular Condition of Contract (PCC)

|  |  |
| --- | --- |
| **A. General** | |
| GCC 1.1 (o) | The Employer is: **Plan International Ethiopia, Country Office**  Address: **Addis Ababa**  City: **Addis Ababa**   |  |  |  |  |  | | --- | --- | --- | --- | --- | | |  |  |  |  | | --- | --- | --- | --- | | |  | | --- | | **Adama Real State Building, Near by IOM office building, on ECA Road:** | | **P. O. Box: 5969;** | | **Tel: +251-115-571916/ or 1976/0875/0350/** | | | |  |   The Engineer is: to be inserted during signing of the contract. |
| GCC 1.1(t) | The intended completion date for the whole of the works shall be: **120 calendar days** from the commencement of the agreement |
| GCC 1.1 (x) | The Engineer is: ***to be inserted during signing of the contract***. |
| GCC 1.1 (y) | The site is located at: Gambella regional state which was stated under section two as indicted in Project scope and detail BOQ and Specification |
| GCC 1.1(bb) | The Start Date shall be: 15 days after signing of contract by both parties. |
| GCC 1.1(ff) | The works consist of: solar powered water supply system supply and installation as indicted in Project scope and detail BOQ and Specification |
| GCC 2.2 | Sectional Completions are: ***Not Applicable*** |
| GCC 2.3(k) | The following documents also form part of the Contract: Performance Bank Guarantee /Bond, Advance Payment Bank Guarantee/Bond and Power of Attorney. |
| GCC 3.1 | The language of the contract is: English.  The law that applies to the Contract is the law of: The Federal Democratic Republic of Ethiopia. |
| GCC 5.1 | The Engineer may delegate any of his duties and responsibilities. |
| GCC 8.1 | Schedule of other contractors: Not Appropriate |
| GCC 13.1 | The minimum insurance amounts and deductibles shall be:  a) For loss or damage to the Works, Plant and Materials: 100% of the property to be insured.  b) For loss or damage to Equipment: 100% of the value of equipment required for the performance of the work  c) For loss or damage to property (except the Works, Plant, Materials, and Equipment) in connection with Contract Birr 100,000.00.  d) For personal injury or death: insurance is ETB 250,000.00 with no deductible |
| GCC 14.1 | Site Data are: Not part of the contract |
| GCC 21.1 | The Site Possession Date(s) shall be: (fifteen 15) days after signing of the contract by both parties. |
| GCC 24.1 | Appointing Authority for the Adjudicator: Addis Ababa Chamber of Commerce and Sectoral Association Arbitration Institute for Local Contractors. |
| GCC 25.3 | Hourly rate and types of reimbursable expenses to be paid to the Adjudicator: to be inserted after signing of the contract. |
| GCC 25.4 | Institution whose arbitration procedures shall be used: Addis Ababa Chamber of Commerce and Sectorial Association Arbitration Institute Arbitration Rules. Arbitration shall takes place in Addis Ababa. |
| **B. Time Control** | |
| GCC 27.1 | The Contractor shall submit for approval a Program for the Works within Fifteen (15) days from the date of the Letter of Acceptance. |
| GCC27.1 | The period between Program updates is 15 days  The amount to be withheld for late submission of an updated Program is 0.01% per day. |
| **C. Quality Control** | |
| GCC 35.1 | The Defects Liability Period is: 365 days (12 months). |
| **D. Cost Control** | |
| GCC 45.1 | The currency of the Employer’s country is: Ethiopian Birr. |
| GCC 46.1 | The Contract is not subject to price adjustment in **accordance with GCC Clause 46,** and any information regarding coefficients does not apply. |
| GCC 47.1 | The proportion of payments retained is: 5% (Five percent) |
| GCC 48.1 | The liquidated damages for the whole of the Works are 0.01% of the final Contract Price per day.  The maximum amount of liquidated damages for the whole of the Works is 10% (Ten Percent) of the final Contract Price. |
| GCC 49.1 | The Bonus for the whole of the Works is Not Applicable. |
| GCC 48.1 | The Advance Payments shall be: 20 % (twenty percent) of contract amount and shall be paid to the Contractor no later than 30 (Thirty) days upon submission of acceptable advance bank guarantee for the same amount. |
| GCC 51.1 | The Performance Security amount is 10% of the Contract Price the form of Bank guarantee from the recognized Bank. |
| **E. Finishing the Contract** | |
| GCC 57.1 | The date by which operating and maintenance manuals are required is within 30 (thirty) days of completion of the work to the satisfaction of the Engineer. |
| GCC 57.2 | The amount to be withheld for failing to produce “as built” drawings and/or operating and maintenance manuals by the date required in GCC 58.1 is ETB 25,000.00 (Twenty-five Thousand Ethiopian Birr). |
| GCC 58.2 (g) | The maximum number of days is: 60 days. |
| GCC 60.1 | The percentage to apply to the value of the work not completed, representing the Employer’s additional cost for completing the Works, is 10 % (Ten Percent). |

5 . Section VI Contract Data

The following documents are also part of the Contract:

|  |  |
| --- | --- |
| **Contract Clause** | **Reference** |
| **58** | 1. Schedule of Operating Manuals |
| **8** | * Schedule of Other Contractors |
| **9** | * The Schedule of Key Personnel |
| **14** | * Site Investigation Reports |
| **1.1** | The **Engineer** is the party acting on behalf of the Employer to carry out the supervision and decides on all matters related to the execution of the Contract.  The Employer is **Plan International Ethiopia (PIE)**.  The WaSH Technical Manager for SunWASH project is PIE Engineer.  The name and identification number of the Contract is\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[insert name and number as indicated in the Invitation for Bids (or Pre-qualification, if any)]*.  **Solar powered water supply system supply and installation at Gambella regional state in which the location was stated in section two as per enclosed detail BoQ.**  The Start Date shall be Fifteen (15) days from signing of the Agreement.  The Intended Completion Date for the whole of the Works shall **be one hundred twenty days** calendar from commencement of the work.  The following documents also form part of the Contract: **None**. |
| **27** | The Contractor shall submit a revised Program for the Works within Fifteen (15) days of delivery of the Letter of Acceptance. |
| **21** | The Site Possession Date shall be as given in Clause 1.1 for the project start. |
|  | The Site is located in solar powered water supply system supply and installation in Gambella regional state in which the location was stated under section two. |
| **35** | The Defects Liability Period is **365** days. |
| **25** | Institution whose arbitration procedures shall be used: **Ethiopian Court of Justice**. |
| **25** | Arbitration will take place in accordance with **the Law of Ethiopia**. |
| **46** | The currency of the Employer’s country is **Birr**. |
| **47** | The Contract **is not** subject to price adjustment in accordance with Clause 37 of the Conditions of Contract. |
| **48** | The proportion of payments retained is **5** percent.  Limit of Retention Money 2.5% of the total Contract amount |
| **49** | The liquidated damages for the whole of the Works are 1/1000/ day of total final contract amount.  Limit of Liquidated Damages: 10% of the total contract amount |
| **51** | The Advance Payment will be **20%** and will be paid to the Contractor no later than 20 days after contract signature.  The Performance Security shall be 10% of the Contract Price in a form acceptable Bank to the client.  The standard form(s) of Performance Security acceptable to the Employer shall be **Bank Guarantee**of the type presented in Section 7 of the Bidding Documents. |
| **60** | The percentage to apply to the value of the work not completed, representing the Employer’s additional cost for completing the Works, is **10%**. |