



**Standard Bidding Document (SBD)**  
**For Supply and Installation of Information  
Systems**  
**For National Competitive Biddings (NCB)**

<b>Subject of Procurement</b>	<b>An Implementation of Enterprise Resource Planning (ERP) .</b>
<b>Procurement Reference Number</b>	<b>AAPPPDS/SA/2014/NCB/PIS/1/09/2014.</b>
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**Addis Ababa, Ethiopia**

# Bidding Document

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# Part 1      Bidding Procedures

## Section 1. Instructions to Bidders

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## **Section I. Instructions to Bidders**

### **A. General**

#### **1. Introduction**

- 1.1 The Public Body indicated in the Bid Data Sheet (BDS) is the Contracting Authority for this procurement process and it is bound by the rules governing public procurement in the Federal Democratic Republic of Ethiopia. It has the powers and duties to conclude a Contract for the supply and installation of the Information Systems (IS). Accordingly, this procurement process is being conducted in accordance with the recent editions of the Ethiopian Federal Government Procurement and Property Administration Proclamation and Public Procurement Directive under the procurement method indicated in the BDS.
- 1.2 By the issue of this Bidding Document the Public Body invites interested Candidates to submit their bids with a view to entering into Contract with the Public Body for the supply and installation of the Information Systems (IS) which general description is provided in the BDS. Information Systems (IS) that are subject of this procurement process are more particularly specified in Section 6, Statement of Requirement upon the basis of the information supplied in and in accordance with this Bidding Document.
- 1.3 The procurement reference number and number of lots of this Bidding Document are provided in the BDS. If Bids are being invited for individual contracts (lots) the Bidder may submit a Bid for one lot only, several or all of the lots. Each lot will form a separate contract and the quantities indicated for different lots will be indivisible. The Bidder must offer the whole of the quantity or quantities indicated for each lot.
- 1.4 Each Bidder may only submit one Bid, either individually or as a partner in joint venture. A Bidder who submits or participates in more than one Bid (other than as a subcontractor or in cases of alternatives that have been permitted or requested) will cause all the Bids with the Bidder's participation to be disqualified.
- 1.5 This Section 1, Instructions to Bidders shall not form a part of the Contract. These instructions are intended to assist prospective Bidders in the preparation of their Bids.
- 1.6 Issuance of this Bidding Document does not in any way obligate the Public Body to award a Contract.
- 1.7 The Public Body retains ownership of all bids submitted in response to this Bidding Document. Consequently, Bidders have no right to have their bids returned to them except late bids.
- 1.8 In submitting a bid, the Bidder accepts in full and without restriction this Bidding Document as the sole basis of this procurement procedure, whatever his own conditions of sale may be, which he hereby waives. Bidders are expected to examine carefully and comply with all instructions, forms, contract provisions and specifications contained in this Bidding Document. Failure to submit a bid containing all the required information and documentation within the deadline specified may lead to the rejection of the bid. No account can be taken of any reservation in the bid as regards the Bidding Document; any reservation will result in the immediate rejection of the bid without further evaluation.
- 1.9 The permitted method of communication shall be in writing. Throughout these Bidding Documents the term "in writing" means communicated in written form and delivered against receipt.

#### **2. Source of Funds**

- 2.1 The Public Body has an approved budget toward the cost of the procurement described in the

Section 6, Statement of Requirement. The Public Body intends to use these funds to place a Contract for which these Bidding Documents are issued.

- 2.2 Payments will be made directly by the Public Body and will be subject in all respects to the terms and conditions of the resulting Contract placed by the Public Body.

### **3. Fraud, Corruption and Complaints Provisions**

- 3.1 The Government of the Federal Democratic Republic of Ethiopia (herein after called the Government) represented by the Public Procurement and Property Administration Agency (herein after called the Agency) requires Contracting Authorities, as well as bidders to observe the highest standards of ethics during the procurement and the execution of contracts. In pursuance of this policy, the Government:

- (a). Defines, for the purposes of this provision, the terms set forth below as follows:

- (i) “Corrupt practice” is the offering, giving, receiving or soliciting, directly or indirectly, of any thing of value to influence improperly the action of a public official in the procurement process or in contract execution;
- (ii) “Fraudulent practice” is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
- (iii) “Collusive practices” is a scheme or arrangement between two or more Bidders, with or without the knowledge of the Public Body, designed to establish prices at artificial, non-competitive levels; and
- (iv) “Coercive practices” is harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract.
- (v) Obstructive practice is
  - deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede the Federal Ethics and Anticorruption Commission, the Federal Auditor General, and the Public Procurement and Property Administration Agency or their auditors' investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent their from disclosing their knowledge of matters relevant to the investigation or from pursuing the investigation, or
  - acts intended to materially impede the exercise of inspection and audit rights provided for under ITB Clause 3.5 below.

- (b). Will reject a recommendation for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question;
- (c). Will debar a Bidder from participation in public procurement for a specified period of time if it at any time determines the Bidder has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for, or in executing, a contract. The List of Debarred Bidders is available on the Agency's Website <http://www.ppa.gov.et>.

- 3.2 In pursuit of the policy defined in Sub-Clause 3.1, the Public Body may terminate a contract for the supply and installation of the Information Systems (IS) if it at any time determines that corrupt or fraudulent practices were engaged in by representatives of the Public Body or of a Bidder during the procurement or the execution of that contract.

- 3.3 Where it is proved that the bidder has given or has offered to give inducement or bribe to an official or procurement staff of the Public Body to influence the result of the bid in his favor shall be disqualified from the bid, prohibited from participating in any future public procurement and the bid security deposited by them shall be forfeited.
- 3.4 Bidders are required to indicate their acceptance of the provisions on fraud and corruption, as defined in this clause through the statement in the Bid Submission Sheet.
- 3.5 The Agency will have the right to require to inspect the Supplier accounts and records relating to the performance of the contract and to have them audited by auditors appointed by the Agency.
- 3.6 By signing the Bid Submission Sheet Form, the Bidder represents that it either is the owner of the Intellectual Property Rights in the hardware, software or materials offered, or that it has proper authorization and/or license to offer them from the owner of such rights. For the purpose of this Clause, Intellectual Property Rights shall be as defined in GCC Clause 1.1. Willful misrepresentation of these facts shall be considered a fraudulent practice subject to the provisions of Clauses 3.1 through 3.5 above, without prejudice of other remedies that the Public Body may take.
- 3.7 Subject to the recent editions of the Public Procurement Proclamation and Procurement Directive, a candidate or a bidder aggrieved or is likely to be aggrieved on account of the Public Body inviting a bid not complying with the provisions of the Proclamation or Procurement Directive in conducting a bid proceeding may present complaint to the head of the Public Body to have the bid proceeding reviewed or investigated. Any complaint must be submitted in writing to the head of the Public Body, within five working days from the date the Bidder knew, or should have known, of the circumstances giving rise to the complaint. If the head of the Public Body does not issue a decision within ten working days after submission of complaint, or the candidate or the Bidder is not satisfied with the decision, it may submit a complaint to the Board within five working days from the date on which the decision has been or should have been communicated to the candidate or the Bidder by the Public Body. The Board's decision is binding for both parties.

#### **4. Eligible Bidders**

- 4.1 A Bidder may be a natural person, private, public or government-owned legal entity, subject to ITB Sub-Clause 4.5, or any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a Joint Venture (JV), consortium, or association. In the case of a Joint Venture, consortium, or association:
- (a). All parties to the Joint Venture, consortium or association shall be jointly and severally liable, unless otherwise specified in the BDS; and
  - (b). A Joint Venture, consortium or association shall nominate a Representative who shall have the authority to conduct all businesses for and on behalf of any and all the parties of the Joint Venture, consortium or association during the bidding process and, in the event the Joint Venture, consortium or association is awarded the Contract, during contract execution.
- 4.2 This Invitation for Bids is open to all Bidders (including all members of a joint venture, sub-contractors and personnel) from eligible source countries as defined in Section 5, Eligible Countries. A Bidder shall be deemed to have the nationality of a country if the Bidder is a citizen or is constituted, incorporated, or registered and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the



nationality of proposed subcontractors for any part of the Contract including related services.

- 4.3 A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if they:
- (a). Are or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Public Body to provide consulting services for the preparation of the Specification, and any other documents to be used for the supply and installation of the Information Systems (IS) to be purchased under this Bidding Document;
  - (b). Have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder, or influence the decisions of the Public Body regarding this bidding process; or
  - (c). Submit more than one bid in this bidding process.
- 4.4 A Bidder that has been debarred from participating in public procurement in accordance with ITB Clause 3.1 (c), at the date of the deadline for bid submission or thereafter, shall be disqualified.
- 4.5 Government-owned enterprises shall be eligible if they can establish that they are legally and financially autonomous and operate under commercial law and that they are not a dependent agency of the Public Body.
- 4.6 Unless otherwise specified in the BDS, Bidders shall provide such evidence of their eligibility satisfactory to the Public Body, to verify that the Bidder:
- (a). Is not insolvent, in receivership, bankrupt or being wound up, not have had their business activities suspended and not be the subject of legal proceedings for any of the foregoing
  - (b). Appropriate documentary evidence demonstrating its compliance, which shall include:
    - (i) Valid business license indicating the stream of business in which the Bidder is engaged,
    - (ii) VAT registration certificate issued by the tax authority (only domestic Bidders in case of contract value as specified in BDS),
    - (iii) Valid Tax clearance certificate issued by the tax authority (domestic Bidders only);
    - (iv) Relevant professional practice certificates, if required in BDS.
  - (c). Foreign bidders must as appropriate submit business organization registration certificate or trade license issued by the country of establishment.
- 4.7 To participate in this public procurement process, being registered in the suppliers list is a prerequisite (mandatory for domestic Bidders only).
- (a). Candidates desiring to participate in public procurement shall have to register themselves using the form made available for this purpose in the website of the Public Procurement and Property Administration Agency.
- 4.8 Bidders shall provide such evidence of their continued eligibility satisfactory to the Public Body, as the Public Body shall reasonably request in BDS.
- 4.9 If a Bidder intends to subcontract major items of supply or services, it shall include in the bid details of the name and nationality of the proposed Subcontractor for each of those items and shall be responsible for ensuring that any Subcontractor proposed complies with the

requirements of ITB Clause 4, and that any Goods or Services components of the Information System to be provided by the Subcontractor comply with the requirements of ITB Clause 5. Bidders are free to list more than one Subcontractor against each item. Quoted rates and prices will be deemed to apply, whichever Subcontractor is appointed, and no adjustment of the rates or prices will be permitted. The Public Body reserves the right to delete any proposed Subcontractor from the list. This shall be done prior to Contract signature, by deleting such unacceptable Subcontractors from Appendix 1 to the Contract Agreement, which shall list the approved Subcontractors for each item prior to Contract signature. Subsequent additions and deletions from the list of approved Subcontractors shall be performed in accordance with GCC Clause 13 (as revised in the SCC, if applicable) and Appendix 1 to the Contract Agreement.

- 4.10 A firm which is a Bidder, whether as a single Bidder or as a partner in a Joint Venture, cannot be a Subcontractor in other bids, except for the supply of commercially available hardware or software by the firm, as well as purely incidental services such as installation/configuration, routine training, and ongoing maintenance/support. If the BDS for ITB 1.3 permits the submission of bids for Subsystems or lots, then the provisions of this ITB Sub-Clause 4.10 apply only to bids for the same Subsystem(s), lot(s), or slice(s);

## **5. Eligible Goods and Services**

- 5.1 All Information Systems (IS) to be supplied under the Contract shall have as their country of origin an eligible country as defined in Section 5, Eligible Countries.
- 5.2 For the purposes of these Bidding Documents, the term "Information System" means all:
- (a). the required information technologies, including all information processing and communications-related hardware, software, supplies, and consumable items that the selected Bidder is required to supply and install under the Contract, plus all associated documentation, and all other materials and goods to be supplied, installed, integrated, and made operational (collectively called "the Goods" in some clauses of the ITB); and
  - (b). the related software development, transportation, insurance, installation, customization, integration, commissioning, training, technical support, maintenance, repair, and other services necessary for proper operation of the Information System to be provided by the selected Bidder and as specified in the Contract.
- 5.3 An Information System is deemed to be produced in a certain country when, in the territory of that country, through software development, manufacturing, or substantial and major assembly or integration of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 5.4 For purposes of this clause, the nationality of the Bidder is distinct from the country in which the Information System and its goods components are produced or from which the related services are supplied.
- 5.5 To establish the eligibility of the Information System, in accordance with this ITB Clause, Bidders shall complete the country of origin declarations in the Price Schedule Form, included in Section 4, Bidding Forms.
- 5.6 If so required in the BDS, the Bidder shall demonstrate that it has been duly authorized by the Manufacturer of the Goods to supply key goods components of the Information System indicated in its bid in the Federal Democratic Republic of Ethiopia by obtaining Manufacturer Authorization Letter using the form furnished in Section 4, Bidding Forms.
- 5.7 In the case of a Bidder not doing business within the Federal Democratic Republic of Ethiopia,

the Bidder will submit documentary evidence that it is or will be (if awarded the Contract) represented by an Agent in the Federal Democratic Republic of Ethiopia who is equipped and able to carry out the Bidder's maintenance, technical support, training, and repair obligations prescribed in the General and Special Conditions of Contract, and/or Technical Requirements

## **B. Contents of Bidding Document**

### **6. Bidding Document**

- 6.1 The Bidding Document consist of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITB Clause 8.

#### **Part 1 Bidding Procedures**

- Section 1 Instructions to Bidders (ITB)
- Section 2 Bid Data Sheet (BDS)
- Section 3 Evaluation Methodology and Criteria
- Section 4 Bidding Forms
- Section 5 Eligible Countries

#### **Part 2 Statement of Requirements**

- Section 6 Statement of Requirements

#### **Part 3 Contract**

- Section 7 General Conditions of Contract (GCC)
- Section 8 Special Conditions of Contract (SCC)
- Section 9 Contract Forms

- 6.2 The Invitation to Bid is not part of the Bidding Document. In case of discrepancies between the Invitation to Bid and the Bidding Documents listed in ITB Clause 6.1 above, said Bidding Documents will take precedence.
- 6.3 The Public Body is not responsible for the incompleteness of the Bidding Documents and their addenda, if they were not obtained directly from the Public Body. Bidders who did not obtain the Bidding Document directly from the Public Body will be rejected during evaluation. Where a Bidding Document is obtained from the Public Body on a Bidder's behalf, the Bidder's name must be registered with the Public Body at the time of sale and issue.
- 6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents. Failure to furnish all information or documentation required by the Bidding Documents may result in the rejection of the bid.

### **7. Written Questions / Clarification of Bidding Documents**

- 7.1 A prospective Bidder requiring any clarification of the Bidding Documents shall contact the Public Body in writing at the Public Body's address indicated in the BDS. The Public Body will respond in writing to any request for clarification, provided that such request is received no later than ten (10) days prior to the deadline for submission of bids. The Public Body shall forward copies of its response to all Bidders who have acquired the Bidding Documents directly from it, including a description of the inquiry but without reference to the identity of the prospective Bidder initiating the request. Should the Public Body deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under ITB Clause 8 and Sub-Clause 26.2.

- 7.2 Only the written responses will be considered official and carry weight in this procurement process and subsequent evaluation. Any answers received outside the official channels, whether received verbally or in writing, from employees or representatives of the Public Body, or any other party, shall not be considered official responses to questions regarding this Bidding Document.

## **8. Modification to Bidding Documents**

- 8.1 Where Public Body finds it necessary to introduce modification to the Bidding Document on its initiative or on the basis of request for clarification by prospective Bidder, the Public Body may modify the Bidding Document at any time prior to the deadline for submission of bids.
- 8.2 Any alteration to the content of the Bidding Document shall at the same time be communicated in the form of an amendment to all prospective Bidders who purchased the bidding document and will be binding on them. Bidders are required to immediately acknowledge receipt of any such amendment, and it will be assumed that the information contained in the amendment will have been taken into account by the Bidder in its Bid.
- 8.3 The Public Body may, at its discretion, extend the closing date for submission of bids where it modifies a bidding document as per Clause 8.1 above, if it is assumed that the time remaining before the closing date is not sufficient for bidders to prepare adjusted Bid Documents on the basis of such modification.

## **9. Pre-Bid Conference and Site Visit**

- 9.1 If the Public Body deems it to be appropriate, it may hold a Pre-Bid Conference for prospective bidders who purchased a Bidding Document for clarification and discussion on the Bidding Document or modification thereto. The Public Body may also organize a site visit or visits concurrently with the Pre-Bid Conference to allow Bidders to visit and examine the site or sites of the Information System and obtain for itself, at its own responsibility and risk, all information that may be necessary for preparing the bid and entering into the Contract. The costs of visiting the site or sites shall be at the Bidder's own expense.
- 9.2 The Public Body shall give written notice to all bidders who purchased a bidding document to attend the Pre-Bid Conference and to gain access to the relevant site or sites. Notice will include time, date, and address where Pre-Bid Conference and site visits will be organized.
- 9.3 The Public Body shall welcome all prospective bidders to attend Pre-Bid Conference and site visits. To give all prospective bidders the opportunity to participate, prospective bidders are limited to sending two representatives to Pre-Bid Conference and site visits. All the costs of attending this conference and site visits will be borne by the prospective bidders.
- 9.4 The Public Body invites all prospective bidders to submit their questions / request for clarification by time and date and to the address indicated in BDS.
- 9.5 The Pre-Bid Conference shall be minuted. Copies of the minute shall be delivered to all prospective bidders who purchased the Bidding Document to enable them prepare their bid documents by incorporating the content of clarification or modification.

## **C. Preparation of Bids**

### **10. Cost of Bidding**

- 10.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Public Body shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

**11. Language of Bid**

- 11.1 The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Public Body, shall be written in the language specified in the BDS.
- 11.2 Bids and supporting documents of Bidders prepared in a language other than language of bid shall have to be translated by a legally competent interpreter into language of bid and a copy of the translation has to be submitted together with the original documents, especially where such documents pertain to the fundamental elements of the bid.
- 11.3 If the Public Body detects discrepancy between language of the original document and the translated version, it shall reject the documents unless such discrepancy constitutes minor deviation from the requirement stated in the Bidding Document.

**12. Bid Prices and Discounts**

- 12.1 The prices and discounts quoted by the Bidder in the Bid Submission Sheet and in the Price Schedule (forms furnished in Section 4, Bidding Forms) shall conform to the requirements specified below.
- 12.2 All items in the Section 6, Statement of Requirements must be listed and priced separately in the Price Schedule. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items. Items not listed in the Price Schedule shall be assumed to be not included in the Bid, and provided that the Bid is substantially responsive, the corresponding adjustment shall be applied in accordance with ITB Sub-Clause 33.3.
- 12.3 The price to be quoted in the Bid Submission Sheet shall be the total price of the Bid including taxes, excluding any conditional discounts offered.
- 12.4 The Bidder offering conditional discounts shall indicate the methodology for their application in the Bid Submission Sheet.
- 12.5 The terms DDP, EXW, CIF, CIP, and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by The International Chamber of Commerce, at the date of the Invitation for Bids or as specified in the BDS.
- 12.6 Prices proposed on the Price Schedule Forms for Information System and other Goods, shall be disaggregated, when appropriate as indicated in this sub-clause. This disaggregating shall be solely for the purpose of facilitating the comparison of bids by the Public Body. This shall not in any way limit the Public Body's right to contract on any of the terms offered:
  - (a). For Information System and other Goods:
    - (i) The price of the Information System and other Goods quoted EXW, FOB, excluding any customs duties and sales and other taxes already paid or payable;
    - (ii) The price for carriage and insurance of Information System and other Goods supplied from outside the Federal Democratic Republic of Ethiopia, in accordance with the Incoterms specified in the Special Conditions of Contract;
    - (iii) The price for inland transportation, insurance, and other local services required to convey the Information System and other Goods to their final destination if specified in the BDS, and
    - (iv) All Ethiopian customs duties, VAT, and other taxes already paid or payable on the Information System and other Goods or on the components and raw material used in the manufacture or assembly if the contract is awarded to the Bidder.

(b). For related services:

- (i) The price of the related services; and
- (ii) All Ethiopian customs duties and sales and other taxes already paid or payable on the related services if the contract is awarded to the Bidder.

12.7 Prices quoted by the Bidder shall be fixed during the validity period of the Bid and throughout the Bidder's performance of the Contract and not subject to variation on any account. Bids submitted that are subject to price adjustment will be rejected.

12.8 If so indicated in BDS Sub-Clause 1.3, bids are being invited for individual contracts (lots) or for any combination of contracts (packages). Unless otherwise indicated in the BDS, prices quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer any price reduction for the award of more than one Contract shall specify in their bid the price reductions applicable to each package or, alternatively, to individual Contracts within the package. Price reductions shall be submitted in accordance with ITB Sub-Clause 12.4 and clearly indicated for each lot in such a way that it can be announced during the public Bid opening session.

12.9 Where a foreign Bidder uses local inputs to satisfy the required object of procurement under the contract, the portion of the total contract price representing such local expenditure shall be expressed in ETB in the Price Schedule of the Bidder.

### **13. Currencies of Bid and Payment**

13.1 For Information Technologies, associated Goods, and Services to be supplied from inside Ethiopia the prices shall be quoted in the Ethiopian Birr, unless otherwise specified in the BDS.

13.2 For all Information Technologies, associated Goods, and Services to be supplied from outside Ethiopia prices shall be expressed in the freely convertible currency. If the Bidder wishes to be paid in a combination of amounts in different currencies, it may quote its price accordingly but use no more than three currencies different from Ethiopian Birr.

### **14. Professional Qualifications and Capability of the Bidder**

14.1 If required, in order to proof their professional qualifications and capability Bidders must provide relevant information for the period specified in the BDS by completing relevant tables in the form entitled Bidders Certification of Compliance furnished in Section 4, Bidding Forms.

14.2 For key individuals who actually will be performing the activities described in the Section 6, Bidder must provide resumes that identify years of experience, relevant Information Systems' implementation experience, and relevant education and training.

14.3 Bidders must provide references for the proposed personnel, ensuring that references provided will be available to be contacted during the evaluation timeframe for this Bidding Document.

### **15. Financial Standing of the Bidder**

15.1 If required in BDS, in order to proof that it has adequate financial resources to manage this Contract the bidder must present its financial data by completing relevant table in the form entitled Bidders Certification of Compliance that is furnished in Section 4, Bidding Forms.

15.2 Along with the proof referred to in Clause 15.1 the documents that are required as proof of the bidder's financial standing are the following:

- (a). Financial statements certified by an independent auditor;
- (b). Other documents as stated in the BDS.

**16. Technical Qualifications, Competence, and Experience of the Bidder**

- 16.1 The Bidder must present a description of its company and organization, with appropriate reference to any parent company and subsidiaries. The Bidder shall also include details demonstrating the Bidder's experience and ability in selling and servicing the Information System and other Goods listed in Section 6, Statement of Requirements. Also, each Bidder shall include a description of how it plans to manage the work included in this Bidding Document in addition to its other ongoing projects.
- 16.2 This information shall be included in a separate form entitled Bidders Certification of Compliance that is furnished in Section 4, Bidding Forms.
- 16.3 As a proof of satisfactory execution of contracts the Bidder must provide Certificates of satisfactory execution of contracts, provided by the other contracting party to the contracts concerned in number and within the period specified in the BDS for similar sized/type contracts with a budget of at least that of this contract, unless otherwise specified in the BDS including contact information for verification and inspection so as to provide due diligence. 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 Public Body during the evaluation process.
- 16.4 The Certificate of satisfactory execution of contracts shall include the following data:
- (a). The name and place of establishment of the contracting parties,
  - (b). The subject-matter of the contract,
  - (c). The value of the contract
  - (d). The time and place of performance of the contract,
  - (e). A statement concerning the satisfactory execution of contracts.
- 16.5 If, for objective reasons, such a certificate cannot be obtained from a contracting party, a statement issued by the bidder concerning satisfactory execution of contracts may also be valid, on presentation of proof that the certificate was requested.
- 16.6 If the Bidder(s) propose a joint venture all of the information listed above must be provided for all of the joint venture members. This information shall be in separate sections, one section per joint venture member. In addition, the Bid shall provide the agreements that support the relationships between joint venture members.
- 16.7 Unless otherwise specified in the BDS, the Public Body reserves the right to undertake physical checking of current Bidder's technical qualifications and competence in order to make sure that the Bidder has adequate qualifications to manage this Contract.

**17. Documentary Technical Evidence**

- 17.1 The Bidder shall furnish, as part of its bid, documentary technical evidence establishing the conformity to the Bidding Documents of the of the Information System that the Bidder proposes to supply and install under the Contract and to support details provided in the Section 6, Technical Specification and Compliance Sheet, unless otherwise specified in the BDS.
- 17.2 The documentary evidence of conformity of the Information System to the Bidding Documents shall be in the form of literature, diagrams, certifications, drawings brochures, or data, including:
- (a). A detailed description of the Bidder's proposed technical solution conforming in all material

aspects with the Technical Requirements (Section VI) and other parts of these Bidding Documents, overall as well as in regard to the essential technical and performance characteristics of each component making up the proposed Information System

- (b). An item-by-item commentary on the Public Body's Technical Requirements, demonstrating the substantial responsiveness of the Information System offered to those requirements. In demonstrating responsiveness, the commentary shall include explicit cross references to the relevant pages in the supporting materials included in the bid. Whenever a discrepancy arises between the item-by-item commentary and any catalogs, technical specifications, or other preprinted materials submitted with the bid, the item-by-item commentary shall prevail.
- (c). A Preliminary Project Plan describing, among other things, the methods by which the Bidder will carry out its overall management and coordination responsibilities if awarded the Contract, and the human and other resources the Bidder proposes to use. The Plan should include a detailed Contract Implementation Schedule in bar chart form, showing the estimated duration, sequence, and interrelationship of all key activities needed to complete the Contract. The Preliminary Project Plan must also address any other topics specified in the BDS. In addition, the Preliminary Project Plan should state the Bidder's assessment of what it expects the Public Body and any other party involved in the implementation of the Information System to provide during implementation and how the Bidder proposes to coordinate the activities of all involved parties;
- (d). A written confirmation that the Bidder accepts responsibility for the successful integration and inter-operability of all components of the Information System as required by the Bidding Documents.

- 17.3 For purposes of the commentary to be furnished pursuant to ITB Clause 17.2(b), the Bidder shall note that references to brand names or model numbers or national or proprietary standards designated by the Public Body in its Statement of Requirements are intended to be descriptive and not restrictive. Except where explicitly prohibited in the BDS for specific items or standards, the Bidder may substitute alternative brand/model names or standards in its bid, provided that it demonstrates to the Public Body's satisfaction that the use of the substitute(s) will result in the Information System being able to perform substantially equivalent to or better than that specified in the in the Section 6, Statement of Requirement.

## **18. Presentation of Samples**

- 18.1 The Public Body reserves the right to request production and presentation of samples representing any or all Information Systems and other Goods proposed in response to this Bidding Document. If Bidder fails to provide such Information Systems and other Goods for presentation, the Bidder's Proposal may be rejected by the Public Body in its sole discretion. The Bidder warrants that if awarded a Contract the Information Systems and other Goods delivered under such Contract shall meet or exceed the quality of the Information Systems and other Goods presented. Samples of the quoted products, when requested in BDS, must be furnished free of charge and in a timely manner. Bidders should not submit unsolicited samples.
- 18.2 If the Public Body decide to request production and presentation of samples representing any or all Information Systems and other Goods all Bidders will be informed in writing on the place where the samples are to be delivered and the time when and the place where the samples will be openly shown.
- 18.3 The Public Body shall handle and examine carefully, samples supplied by Bidders; however Bidders shall not be paid compensation for samples lost or destroyed in the examination process because of their nature. Samples that are not lost or destroyed shall be returned to unsuccessful bidders. If samples are not claimed by unsuccessful bidders within 6 months, they shall be forfeited to the Government.



- 18.4 Unless the Public Body decides otherwise, a sample supplied by the successful bidder shall stay with the Public Body until the completion of the procurement process to be used for checking conformity during delivery.

## **19. Joint Venture or Consortium**

- 19.1 If bidder is a joint venture or consortium of two or more entities, the bid must be single with the object of securing a single contract; authorized person must sign the bid and will be jointly and severally liable for the bid and any contract. Those entities must designate one of their members to act as leader with authority to bind the joint venture or consortium. The composition of the joint venture or consortium must not be altered without the prior consent in writing of the Public Body.
- 19.2 The bid may be signed by the representative of the joint venture or consortium only if he has been expressly so authorized in writing by the members of the joint venture or consortium, and the authorizing contract, notarial act or deed must be submitted to the Public Body. All signatures to the authorizing instrument must be certified in accordance with the national laws and regulations of each party comprising the joint venture or consortium together with the powers of attorney establishing, in writing, that the signatories to the bid are empowered to enter into commitments on behalf of the members of the joint venture or consortium. Each member of such joint venture or consortium must prove to the satisfaction of the Public Body that they comply with the necessary legal, technical and financial requirements and have the wherewithal to carry out the contract effectively.

## **20. Alternative Bids**

- 20.1 Unless otherwise indicated in the BDS, alternative Bids shall not be considered.
- 20.2 If permitted in BDS, the Public Body may consider alternative systems or products prior to the notification of the successful Bidder provided that the Bidder:
- (a). Has submitted Bid in accordance with the Bidding Document as issued; and
  - (b). Has submitted Bid based on alternative(s) to the Bidding Document as issued;
  - (c). Has included with the Bid a demonstration of the advantages of the alternative solution over the initial solution, including a quantifiable justification of any economic and/or technical advantages; and
  - (d). Has included with the Bid sufficient descriptive information for a complete evaluation of the proposed alternative(s) by the Public Body, including calculations, technical specifications, breakdown of prices, proposed work methods and other relevant details.
- 20.3 Only the technical alternative(s), if any, of the lowest evaluated Bidder conforming to the basic technical requirements shall be considered by the Public Body.
- 20.4 In evaluating a Bid containing an alternative process or product the Public Body may use any evaluation/award criteria as indicated in the BDS and Section 3, Evaluation Methodology and Criteria.
- 20.5 Alternative Bids not requested by the Public Body shall be rejected.

## **21. Period of Validity of Bids**

- 21.1 Bids shall remain valid for the period specified in the BDS after the bid submission deadline prescribed by the Public Body. A bid valid for a shorter period may be rejected by the Public Body as non-responsive.
- 21.2 In exceptional circumstances, prior to expiry of the bid validity period, the Public Body may

request Bidders to extend the period of validity of their bids. The request and the responses shall be made in writing.

- 21.3 Bidders who are not willing to extend their bid validity period for what ever reason shall be disqualified from the bid without having forfeited their bid security.
- 21.4 Bidders agreeing to the Public Body's request for extension of their bid validity period have to express in writing their agreement to such request. Similarly, they have to amend the validity period of their bid security on the basis of the extension of the bid validity period they have agreed to, or alternatively, furnish new bid security to cover the extended period.
- 21.5 A bidder not agreeing to extend the validity period of his/its bid security shall be treated as a bidder refusing the Public Body's request for extension of bid validity period, and as such, shall be disqualified from further bid proceeding.

## **22. Bid Security**

- 22.1 Unless otherwise specified in the BDS, the Bidder shall furnish as part of its bid, a bid security in original form and in the amount and currency specified in the BDS. A copy of bid security, if submitted without original form, shall not be accepted.
- 22.2 The bid security shall be, at the Bidder's option, in any of the following forms:
  - (a). An unconditional Bank Guarantee;
  - (b). An irrevocable Letter of Credit;
  - (c). Cash, check certified by a reputable bank or financial institution;
    - all from a reputable source from any eligible country. Securities issued by foreign banks or financial institutions shall be counter-guaranteed by an Ethiopian bank. The bid security shall be submitted either using the Bid Security Form included in Section 4, Bidding Forms, or in another substantially similar format approved by the Public Body. In either case, the form must include the complete name of the Bidder. The bid security shall be valid for twenty-eight days (28) beyond the end of the validity period of the bid. This shall also apply if the period for bid validity is extended.
- 22.3 The Bid Security of a Joint Venture shall be issued in the name of the Joint Venture submitting the bid provided the Joint Venture has legally been constituted, or else it shall be issued in the name of all partners proposed for the Joint Venture in the bid. Sanctions due to a breach of the terms of a Bid Security pursuant to ITB Clause 22.7 will apply to all partners to the Joint Venture.
- 22.4 Any bid not accompanied by a substantially responsive bid security, if one is required in accordance with ITB Sub-Clause 22.1, shall be rejected by the Public Body as non responsive.
- 22.5 The bid security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the performance security pursuant to ITB Clause 47.
- 22.6 The bid security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract and furnished the required performance security.
- 22.7 The bid security may be forfeited:
  - (a). If a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Submission Sheet, except as provided in ITB Sub-Clause 21.2; or
  - (b). If the successful Bidder fails to:

- (i) Sign the Contract in accordance with ITB 45;
- (ii) Furnish a performance security in accordance with ITB Clause 47; or

22.8 The bid security furnished by foreign bidders from a bank outside of Ethiopia has to be unconditional and counter guaranteed by local banks.

### **23. Documents Comprising the Bid**

23.1 All bids submitted must comply with the requirements in the Bidding Document and comprise the following:

23.2 Mandatory documentary evidence establishing the Bidder's qualification is the following:

- (a). Bid Submission Sheet (form furnished in Section 4, Bidding Forms) including the following mandatory attachments:
  - (i) VAT registration certificate issued by the tax authority (only domestic Bidders in case of contract value as specified in BDS Clause 4.6(b)(ii));
  - (ii) A valid tax clearance certificate issued by the tax authority (domestic Bidders only);
  - (iii) Business organization registration certificate or trade license issued by the country of establishment (foreign Bidders only);
  - (iv) Relevant professional practice certificates, as appropriate.
- (b). Bidder Certification of Compliance (form furnished in Section 4, Bidding Forms) including the following mandatory attachments:
  - (i) Written statement by a power of attorney (or notary statement, etc.) proving that the person, who signed the bid on behalf of the company/joint venture/consortium, is duly authorized to do so, as stipulated in ITB Clause 24.2;
  - (ii) Documents required in the BDS Clause 15.2 as proof of the bidder's financial standing;
  - (iii) Certificates of satisfactory execution of contracts provided by contracting parties to the contracts successfully completed in the course of the period as specified in the BDS with a budget of at least that of this contract; unless otherwise specified in the BDS Clause 16.3.
- (c). Technical Offer + Compliance Sheet (it should be presented as per template furnished in Section 6, Statement of Requirements) with detailed description of the proposed Information System and other Goods in compliance with the minimum technical requirements, including, if necessary, separate sheets or documentation for details. Technical Offer + Compliance Sheet Form must include the following mandatory attachments;
  - (i) Documentary technical evidence in accordance with ITB Clause 17 (if required in BDS);
  - (ii) Preliminary project Plan in accordance with ITB Clause 17.2(c);
  - (iii) Written Confirmation of Responsibility for Integration and Interoperability of Information Technologies in accordance with ITB Clause 17.2(d);
  - (iv) Manufacturer Authorization Letter in accordance with ITB Clause 5.6;
  - (v) List of Proposed Subcontractors;
  - (vi) List of Proposed Software;
  - (vii) List of Custom Materials.
- (d). Delivery, Implementation, and Completion Schedule;
- (e). Bid Security, in accordance with ITB Clause 22;

- (f). Alternative bids, if permissible, in accordance with ITB Clause 20.
- (g). Domestic Bidders, individually or in joint ventures, applying for eligibility for a 15-percent margin of domestic preference shall supply all information required to satisfy the criteria for eligibility as described in ITB 35.
- (h). In the case of a bid submitted by a joint venture (JV), the Form Data on Joint Ventures, the Agreement governing the formation of joint venture, or letter of intent to form JV, including a draft agreement, in accordance with ITB Clause 4.1
- (i). Price Schedule for the Information System and other Goods offered (it should be presented as per template furnished in Section 4, Bidding Forms) and if necessary completed by separate sheets for the details.
- (j). Any other document or information required to be completed and submitted by Bidders, as specified in the BDS.

#### **24. Format and Signing of Bid**

- 24.1 The Bidder shall prepare one original of the documents comprising the bid as described in ITB Clause 23 and clearly mark it “ORIGINAL.” Alternative bids, if permitted in accordance with ITB 20, shall be clearly marked —ALTERNATIVE. In addition, the Bidder shall submit copies of the bid, in the number specified in the BDS and clearly mark each of them “COPY.” In the event of any discrepancy between the original and the copies, the original shall prevail. If required in BDS, Bidders shall be required to submit bid documents in two envelopes containing the technical and financial proposals separately.
- 24.2 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written statement by a power of attorney (or notary statement, etc.) proving that the person, who signed the bid on behalf of the company/joint venture/consortium is duly authorized to do so and it shall be attached to the bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the bid, except for non-amended printed literature, shall be signed or initialled by the person signing the bid.
- 24.3 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialled by the person signing the bid.

### **D. Submission and Opening of Bids**

#### **25. Sealing and Marking of Bids**

- 25.1 The Bidder shall enclose the original and each copy of the bid, including alternative bids, if permitted in accordance with ITB Clause 20, in separate sealed envelopes, duly marking the envelopes as “ORIGINAL” and “COPY.” These envelopes containing the original and the copies shall then be enclosed in one single envelope.
- 25.2 The inner and outer envelopes shall:
  - (a). Be addressed to the Public Body in accordance with ITB Sub-Clause 26.1;
  - (b). Bear the subject of the procurement or the Project name, and procurement reference number indicated in the BDS;
  - (c). Bear the words **“Not to be opened before the time and date for bid opening”**.
- 25.3 The outer envelopes shall also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared “late” pursuant to ITB Clause 27.1.

- 25.4 If all envelopes are not sealed and marked as required, the Public Body shall assume no responsibility for the misplacement or premature opening of the bid.

**26. Deadline for Submission of Bids**

- 26.1 Bidders may always submit their bids by registered post or by hand. Bids must be received by the Public Body at the address and no later than the date and time indicated in the BDS.
- 26.2 The Public Body may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB Clause 8, in which case all rights and obligations of the Public Body and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

**27. Late Bids**

- 27.1 The Public Body shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB Clause 26. Any bid received by the Public Body after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.

**28. Withdrawal, Substitution, and Modification of Bids**

- 28.1 A Bidder may withdraw, substitute, or modify its bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB Sub-Clause 24.2, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be:
- (a). Submitted in accordance with ITB Clauses 24 and 25 (except that withdrawals notices do not require copies), and in addition, the respective envelopes shall be clearly marked “Withdrawal,” “Substitution,” “Modification;” and
  - (b). Received by the Public Body prior to the deadline prescribed for submission of bids, in accordance with ITB Clause 26.
- 28.2 Bids requested to be withdrawn in accordance with ITB Sub-Clause 28.1 shall be returned unopened to the Bidders. Bid withdrawal notices received after the bid submission deadline will be ignored, and the submitted bid will be deemed to be a validly submitted bid.
- 28.3 No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and expiry of the period of bid validity specified by the Bidder on the Bid Submission Sheet or any extension thereof.

**29. Bid Opening**

- 29.1 The Public Body shall conduct the bid opening in the presence of Bidders` designated representatives who choose to attend, and at the address, date and time specified in the BDS. The opening of the bid shall not be affected by the absence of the bidders on their own will.
- 29.2 First, envelopes marked “WITHDRAWAL” shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening. Next, envelopes marked “SUBSTITUTION” shall be opened and read out and exchanged with the corresponding bid being substituted, and the substituted bid shall not be opened, but returned to the Bidder. No bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at bid opening. Envelopes marked

“MODIFICATION” shall be opened and read out with the corresponding bid. No bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at bid opening. Only envelopes that are opened and read out at bid opening shall be considered further.

- 29.3 All other envelopes shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the Bid Prices, including any discounts and alternative offers; the presence of a bid security, if required; and any other details as the Public Body may consider appropriate. Only discounts and alternative offers read out at bid opening shall be considered for evaluation. No bid shall be rejected at bid opening except for late bids, in accordance with ITB Sub-Clause 27.1.
- 29.4 The Public Body shall prepare a record of the bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification; the Bid Price, per lot if applicable, including any discounts and alternative offers; and the presence or absence of a bid security, if one was required. The Bidders’ representatives who are present shall be requested to sign the record. The omission of a Bidder’s signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.
- 29.5 Any bid document not opened and read out during the bid opening proceeding shall not be considered for further evaluation.

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

### **30. Confidentiality**

- 30.1 Information relating to the examination, evaluation, clarification, and comparison of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until information on Contract award is communicated to all bidders.
- 30.2 Any effort by a Bidder to influence the Public Body in the examination, evaluation, and comparison of the bids or Contract award decisions may result in the rejection of its bid.
- 30.3 Notwithstanding ITB Sub-Clause 30.2, from the time of bid opening to the time of Contract award, if any Bidder wishes to contact the Public Body on any matter related to the bidding process, it should do so in writing.

### **31. Clarification of Bids**

- 31.1 To assist in the examination, evaluation, and comparison of the bids, the Public Body may, at its sole discretion, ask any Bidder for a clarification of its bid. Any clarification submitted by a Bidder that is not in response to a request by the Public Body shall not be considered. The Public Body’s request for clarification and the response shall be in writing. No change in the prices or substance of the bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Public Body in the evaluation of the bids, in accordance with ITB Clause 34.
- 31.2 If a Bidder does not provide clarifications of its bid by the date and time set in the Public Body’s request for clarification, its bid may be rejected.

### **32. Responsiveness of Bids**

- 32.1 The Public Body’s determination of a bid’s responsiveness is to be based on the contents of the

bid itself.

32.2 A substantially responsive bid is one that conforms to all the terms, conditions, and specifications of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:

- (a). If accepted, would,
  - (i) Affect in any substantial way the scope or quality of the Information System and other Goods specified in the Contract; or
  - (ii) Limit in any substantial way, inconsistent with the Bidding Documents, the Public Body's rights or the Bidder's obligations under the Contract; or
- (b). If rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive bids.

32.3 If a bid is not substantially responsive to the salient requirements of the Bidding Document it shall be rejected by the Public Body and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.

32.4 Decisions to the effect that a bid is not substantially responsive must be duly justified in the evaluation minutes.

32.5 If only one Bid meets all salient requirements of the Bidding Document and is not otherwise disqualified, the Public Body may still complete the full evaluation of that Bid and sign contract with that Bidder if the Bid submitted by such bidder is satisfactory to the Public Body and the price offered by the bidder is comparable to or less than the market price of the required object of procurement.

### **33. Nonconformities and Omissions**

33.1 Provided that a bid is substantially responsive, the Public Body may waive any non-conformity or omissions in the bid that does not constitute a material deviation.

33.2 Provided that a bid is substantially responsive, the Public Body may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price of the bid. Failure of the Bidder to comply with the request may result in the rejection of its bid.

33.3 Provided that a bid is substantially responsive, the Public Body shall rectify nonmaterial nonconformities or omissions. To this effect, the Bid Price shall be adjusted, for comparison purposes only, by the highest price quoted in this bidding process to reflect the price of the missing or non-conforming item or component.

### **34. Dubious price quotations and errors in calculation**

34.1 Provided that the bid is substantially responsive, the Public Body shall correct arithmetical errors on the following basis:

- (a). If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Public Body there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;

- (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). If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

34.2 The Public Body shall correct the detected errors in calculation and notify the bidder in writing of the corrections made without any delay, requesting the bidder to confirm that he accepts the correction of the calculation error within the period specified in BDS from the date on which the notice was received. The corrections shall be clearly indicated in the bid.

34.3 If the Bidder that submitted the lowest evaluated bid does not accept the correction of errors, its bid shall be disqualified.

### **35. Margin of Preference**

35.1 Preference shall be granted to locally produced Goods, to small and micro enterprises established under the relevant Proclamation.

35.2 The margin of preference to be so granted for locally produced Goods and applied when comparing prices during evaluation of bids shall be 15 %

35.3 The preference to be granted as per Sub-Clause 35.2 shall be effective where it is certified by a competent auditor that no less than 35% of the total value of such products is added in Ethiopia.

35.4 For the purpose of Sub-Clause 35.3, value added in Ethiopia shall be calculated by deducting from the total value of the product in question, the cost, exclusive of indirect taxes, of imported raw materials and other supplies used in the production of such product as well as services rendered abroad in connection with the production of that product.

35.5 Preference shall be given to small and micro enterprises established under the relevant law by a margin of 3% when such enterprises compete with local bidders.

### **36. Preliminary Examination of Bids**

36.1 The Public Body shall examine the bids to confirm that all documentary evidence establishing the Bidder's qualification requested in ITB Clause 23 have been provided, and to determine whether bid comply with administrative requirements of the Bidding Document.

36.2 From the time the Bids are opened to the time the Contract is awarded, the Bidders should not contact the Public Body on any matter related to its Bid. Any effort by Bidders to influence the Public Body in the examination, evaluation, ranking of Bids, and recommendation for award of Contract may result in the rejection of the Bidders' Bid.

36.3 The Public Body may determine bid as not responsive when:

- (a). Bidder has failed to submit Written statement by a power of attorney (or notary statement, etc.) proving that the person, who signed the bid on behalf of the company/joint venture/consortium, is duly authorized to do so (ITB Sub-clause 24.2);
- (b). Original and all copies of the bid are not typed or written in indelible ink and signed by a person duly authorized to sign on behalf of the Bidder (ITB Sub-clause 24.2);
- (c). All pages of the bid, except for non-amended printed descriptive literature, are not signed or initialled by the person signing the bid (ITB Sub-clause 24.2);
- (d). Bid is not written in language specified in the GCC Clause 11.1;
- (e). Bidder has failed to submit signed and dated Bid Submission Sheet Form;



- (f). Bidder has failed to submit signed and dated Price Schedule Form;
- (g). Bidder has failed to submit signed and dated Bidder Certification of Compliance Form;
- (h). Bidder has failed to submit signed and dated Technical Offer+ Compliance Sheet Form;
- (i). Bidder has failed to submit signed and dated Delivery, Implementation, and Completion Schedule;
- (j). Bidder has failed to submit signed and dated Bid Security;
- (k). The Bid Security is not in accordance with ITB Clause 22.

### **37. Legal, Professional, Technical, and Financial Admissibility of Bids**

37.1 After confirming the bids comprise all mandatory documentary evidence establishing the Bidder's qualification, the Public Body will rule on the legal, technical, professional, and financial admissibility of each bid, classifying it as compliant or non-compliant with qualification requirements set forth in the Bidding Document.

#### **37.2 Legal admissibility**

The Public Body may determine bid as not responsive when:

- (a). Bidder does not have nationality in accordance with ITB Sub-Clause 4.2;
- (b). Bidder is found to have a conflict of interest as described in ITB Sub-Clause 4.3;
- (c). Bidder has failed to submit valid business license indicating the stream of business in which the bidder is engaged, in accordance with ITB Clause 4.6(b)(i);
- (d). Bidder has failed to register itself in the Public Procurement and Property Administration Agency's suppliers list (mandatory for domestic Bidders only), in accordance with ITB Clause 4.7;
- (e). Domestic Bidder has failed to submit VAT registration certificate issued by the tax authority (in case of contract value specified in BDS Clause 4.6(b)(ii), in accordance with ITB Clause 4.6(b)(ii);
- (f). Domestic Bidder has failed to submit a valid tax clearance certificate issued by the tax authority, in accordance with ITB Clause 4.6(b)(iii);
- (g). Foreign Bidder has failed to submit business organization registration certificate or valid trade license issued by the country of establishment, in accordance with ITB Clause 4.6(c);
- (h). Bidder has been debarred by a decision of the Public Procurement and Property Administration Agency from participating in public procurements for breach of its obligation under previous contracts, in accordance with ITB Clause 4.4.
- (i). In the case of a bid submitted by a joint venture (JV), the Bidder has failed to submit the Form Data on Joint Ventures, the Agreement governing the formation of joint venture, or letter of intent to form JV, including a draft agreement, in accordance with ITB Clause 4.1

#### **37.3 Professional admissibility**

The Public Body may determine bid as not responsive when:

- (a). Bidder has failed to submit relevant professional practice certificates, if required in BDS Clause 4.6(b)(iv);
- (b). Bidder has failed to provide in the Bidder Certification of Compliance Form information related to its professional qualification and capability for the period specified in the BDS Clause 14.1;

#### **37.4 Technical admissibility**

The Public Body may determine bid as not responsive when:

- (a). Bidder has failed to provide in the Bid Submission Sheet Form the Statement attesting the origin

- of the Information System and other Goods offered;
- (b). Bidder has failed to provide in the Bidder Certification of Compliance Form information about major relevant contracts successfully completed in the number and period specified in the BDS;
  - (c). Bidder has failed to submit Certificates of satisfactory execution of contracts provided by contracting parties to the contracts successfully completed in the period and budget as specified in the BDS Clause 16.3;
  - (d). Bidder has failed to complete its Technical Offer+ Compliance Sheet Form in accordance with technical specification presented as per template in Section 6, Statement of Requirements and submit the following mandatory attachments:
    - (i) Bidder has failed to submit Documentary technical evidence in accordance with ITB Clause 17 (if required in BDS);
    - (ii) Bidder has failed to submit Preliminary project Plan in accordance with ITB Clause 17.2(c);
    - (iii) Bidder has failed to submit Written Confirmation of Responsibility for Integration and Interoperability of Information Technologies in accordance with ITB Clause 17.2(d)
    - (iv) Bidder has failed to submit Manufacturer Authorization Letter in accordance with ITB Clause 5.6
    - (v) Bidder has failed to submit the List of Proposed Subcontractors;
    - (vi) Bidder has failed to submit the List of Proposed Software;
    - (vii) Bidder has failed to submit the List of Custom Materials.
  - (a). Bidder has failed to submit signed and dated Delivery, Implementation, and Completion Schedule presented as per template in Section 6, Statement of Requirements;

### **37.5 Financial admissibility**

The Public Body may reject any bid when:

- (a). Bidder has failed to proof that it has adequate financial resources to manage this Contract by completing relevant table in the Bidders Certification of Compliance form that is furnished in Section 4, Bidding Forms.
- (b). Bidder has failed to submit financial statements certified by an independent auditor as required in ITB Clause 15.2(a) for the period specified in Section 3, Evaluation Methodology and Criteria;
- (c). Bidder has failed to submit other documents proofing its financial standing, as required in the BDS Clause 15.2(b);
- (d). The average annual turnover for the period specified in Section 3, Evaluation Methodology and Criteria does not exceed the amount of the financial proposal of the Bid in value specified in the BDS.
- (e). Bidder has failed to calculate Bid Prices for the Information System and other Goods offered as prescribed in ITB Clause 12; and
- (f). Bidder has failed to quote prices in currency specified in the BDS in accordance with ITB Clause 13.

## **38. Evaluation of Bids**

- 38.1 The Public Body shall evaluate each bid that has been determined, up to this stage of the evaluation, to be substantially responsive.
- 38.2 For evaluation and comparison purposes, the Public Body shall convert all bid prices expressed in the amounts in various currencies into a single currency indicated in BDS, using the selling

exchange rate established by the National Bank of Ethiopia and on the date of the Bid opening.

- 38.3 To evaluate a bid, the Public Body shall only use all the criteria and methodologies defined in this Clause and in Section 3, Evaluation Methodology and Criteria. No other criteria or methodology shall be permitted.
- 38.4 To evaluate a bid, the Public Body shall consider the following:
- (a). The bid price;
  - (b). Price adjustment for correction of arithmetic errors in accordance with ITB Sub-Clause 34;
  - (c). Price adjustment due to discounts offered in accordance with ITB Sub-Clause 12.4;
  - (d). Converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITB Sub-Clause 38.2;
  - (e). Adjustment for nonconformities and omissions in accordance with ITB Sub-Clause 33;
  - (f). Application of all the evaluation factors, if indicated in Section 3, Evaluation Methodology and Criteria.
  - (g). Adjustments due to the application of a margin of preference, in accordance with ITB Clause 35.
- 38.5 The Public Body's cost evaluation of a bid may require the consideration of other factors, in addition to the Bid Price quoted in accordance with ITB Clause 12. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Information System and other Goods. The factors to be used, if any, and the methodology of application shall be indicated in Section 3, Evaluation Methodology and Criteria.
- 38.6 If these Bidding Documents allow Bidders to submit a Bid for different lots, and the award to a single Bidder of multiple lots, the methodology of evaluation to determine the lowest evaluated lot combinations, including any discounts offered in the Bid Submission Sheet, is specified in the BDS and detailed in Section 3 Evaluation Methodology and Criteria.

### **39. Comparison of Bids**

- 39.1 The Public Body shall compare all substantially responsive bids to determine the lowest evaluated bid as specified in Section 3: Evaluation Methodology and Criteria.

### **40. Post-qualification Evaluation**

- 40.1 After identifying the successful bidder by evaluating the bid documents against the criteria set forth in this Bidding Document the Public Body shall conduct post qualification evaluation to establish the current qualification of the successful Bidder (including Joint Venture Partners, and any Subcontractors) where it feels that it has to be ascertained.
- 40.2 Such post qualification evaluation of the successful bidder may relate to submission of the documentary evidence specified in ITB Clause 37, unless satisfactory documents are already included in the Bid, concerning its current legal, professional, financial, technical, design, integration, customization, production, management, and support capabilities, and conformity to the requirements stated in this Bidding Document. This determination may include visits or interviews with the Bidder's clients referenced in its bid, site inspections, and any other measures. If so specified in the BDS, at the time of post-qualification the Public Body may also carry out tests to determine that the performance or functionality of the Information System offered meets those stated in the Technical Requirements.
- 40.3 If the successful bidder fails to provide this documentary proof within 15 calendar days following the Public Body's request or if the successful bidder is found to have provided false

information its Bid shall be disqualified, in which event the Public Body shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

**41. Acceptance or Rejection of Bids**

- 41.1 The Public Body reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders.

**42. Re-advertising bids**

- 42.1 The Public Body may issue invitation to bid for a second time under the following circumstances:
- (a). Where the Invitation to Bid has been unsuccessful, namely where no qualitatively or financially worthwhile Bids have been received.
  - (b). Where the best price offered by a bidder is significantly higher than the market price estimate of the object of procurement made by the Public Body prior to the issuance of the invitation to bid.
  - (c). Where it is concluded that non compliance with the rules and procedures governing bids prescribed by the Proclamation and Procurement Directive led to the failure of the invitation to bid to attract more than one bidder, or where it is believed that modifying the bidding document could attract adequate number of bidders.
  - (d). Circumstances of Force Majeure render normal implementation of the Contract impossible.

**F. Award of Contract****43. Award Criteria**

- 43.1 The Public Body shall award the Contract to the Bidder whose bid has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.
- 43.2 If Bids are being invited for individual contracts (lots) Contracts will be awarded lot by lot, but the Public Body may select the most favorable overall solution after taking account of any discounts offered.
- 43.3 If the Bidder is awarded more than one lot, a single contract may be concluded covering all those lots.

**44. Right to Vary Quantities at Time of Award**

- 44.1 At the time the Contract is awarded, the Public Body reserves the right to increase or decrease, by percentages indicated in the BDS, any of the following:
- (a). the quantity of substantially identical Subsystems; or
  - (b). the quantity of individual hardware, Software, related equipment, Materials, products, and other Goods components of the Information System; or
  - (c). the quantity of Installation or other Services to be performed,
- from originally specified in Section 6, Statement of Requirement, without any change in the unit prices or other terms and conditions of the bid and the Bidding Documents.

**45. Announcing and Awarding of the Successful Bidder**

- 45.1 Prior to expiry of the period of bid validity, the Public Body shall notify in writing the result of a bid evaluation to all bidders alike at the same time.

- 45.2 The letter of notification to be disclosed to the unsuccessful bidders on the technical evaluation shall state the reason why they did not succeed in their bid and the identity of the successful bidder
- 45.3 A letter of award to be sent by the Public Body to a successful bidder shall not constitute a contract between him and the Public Body. A contract shall be deemed to have been concluded between the Public Body and the successful bidder only where a contract containing detailed provisions governing the execution of the procurement in issue is signed.
- 45.4 A letter of contract award to be sent to a successful bidder may contain the following information:
- (a). That the Public Body has accepted his bid;
  - (b). The total contract price;
  - (c). The list of items and their respective unit price;
  - (d). The amount of the performance security the successful bidder is required to furnish and the deadline for providing such security.

**46. Signing of Contract**

- 46.1 Promptly after notification of the proposed contract award the Public Body shall send the successful Bidder the Contract.
- 46.2 Within fifteen (15) days of receipt of the notification of award, the successful Bidder shall sign, date, and return it to the Public Body the Contract
- 46.3 The Public Body shall not sign a contract before seven working days from the date bidders are notified of the result of their bid or of any complaint against the bid proceeding.

**47. Performance Security**

- 47.1 Within fifteen (15) days from signing the Contract the successful Bidder shall furnish the performance security in accordance with the GCC, using for that purpose the Performance Security Form included in Section 9, Contract Forms, or another form acceptable to the Public Body.
- 47.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for annulment of the award and forfeiture of the bid security.
- 47.3 Small and micro enterprises shall be required to submit a letter of guarantee written by a competent body organizing and overseeing them in lieu of bid security, performance security or advance payment guarantee.
- 47.4 Where the successful bidder can not or is unwilling to sign a contract or submit the above-mentioned Performance Security, the Public Body may either declare the bidder submitting the second lowest evaluated bid the successful bidder or invite such bidder to sign a contract or advertise the bid afresh by assessing the benefit of the two options.

## **Section 2. Bid Data Sheet**

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## Section 2. Bid Data Sheet (BDS)

Instructions for Bidders (ITB) reference	Data relevant to ITB
<b>A. Introduction</b>	
<b>ITB 1.1</b>	The Public Body is: <b>Addis Ababa City Administration Public Procurement and Property Disposal Service (AAPPPDS)</b> on behalf of City Administration of Addis Ababa Technical Vocational Training and Technology Development Bureau for <b>democracy building office</b> .
<b>ITB 1.1</b>	The Bidding Document is issued under Procurement Method: <b>National Competitive Biddings (NCB)</b>
<b>ITB 1.2 and 25.2(b)</b>	The Project name is: <b>An Implementation of Enterprise Resource Planning (ERP) for Addis Ababa Democracy Building Office</b> General description of Information System and other Goods that are: subject of the procurement is: <b>An Implementation of Enterprise Resource Planning (ERP)</b>
<b>ITB 1.3 and 25.2(b)</b>	The Procurement Reference Number is: AAPPPDS/SA/2014/NCB/PIS/1/09/2014
<b>ITB 1.3</b>	The number and identification of Lots in this Bidding Document is: <b>One (1)</b>
<b>ITB 4.1(a)</b>	The individuals or firms in a joint venture, consortium or association sale be jointly and severally liable.
<b>ITB 4.6(b)(ii)</b>	Domestic Bidders shall provide VAT registration certificate issued by the tax authority in case of contract value of <b>300,000</b> and above.
<b>ITB 4.6(b)(iv)</b>	The bidder shall submit Relevant professional practice certificate required. <b>Aplicable</b>
<b>ITB 4.8</b>	A Bidder shall amend the evidence of its continued eligibility with the following documents: <b><u>(A) If the bidder is the Principals /participated by his/her own company/ the company must provide the following documents</u></b> <ul style="list-style-type: none"> <li>➤ Detailed External Audit reports (not financial statements) for the last three (3) recent Consecutive years.</li> <li>➤ PPPAA online supplier's registration certificate</li> <li>➤ Valid/Renewed/trade license indicating the stream of business in which the VAT</li> </ul>

Instructions for Bidders (ITB) reference	Data relevant to ITB
	<p>Registration Certificate issued by the tax authority</p> <ul style="list-style-type: none"> <li>➤ Valid tax clearance certificate issued by the tax authority on the budget year for the purpose to participated in the bid.</li> <li>➤ Signed and stamped Anti-bribery pledge form.</li> <li>➤ Written power of attorney given by authorized body.</li> <li>➤ External auditor's business license indicating the stream of business at the time the auditor performs the audit report.</li> <li>➤ bidder is engaged</li> <li>➤ The bidder must be in service for a minimum of five (5) years as of the bid submission date.</li> <li>➤ The Supplier should have a satisfactory (goodwill) letter and successfully completed at least 3 ERP projects (containing at least 65% of the proposed sub-systems), involving installation, implementation and technical support for solution in the last five (5) years.</li> <li>➤ All requested document is in the SBD.</li> <li>➤ All capacities of the Principal must be evaluated.</li> </ul> <p><b><u>(B) If the bidder is participated in joint venture/consortium/they must provide the following documents</u></b></p> <ul style="list-style-type: none"> <li>➤ Joint venture agreements authenticated by document authentication and registration agency of Ethiopian</li> <li>➤ Written power of attorney given by the JV.</li> <li>➤ PPPAA online supplier's registration certificate.</li> <li>➤ VAT Registration Certificate issued by the tax authority</li> <li>➤ Valid tax clearance certificate issued by the tax authority for the budget year for the purpose to participated in the bid</li> <li>➤ Valid /Renewed/business license indicating the stream of business in which the bidder is engaged.</li> <li>➤ Signed and stamped Anti-bribery pledge form.</li> <li>➤ all requested document is in the SBD</li> <li>➤ Valid/Renewed External auditor's business license indicating the stream of business at the time the auditor performs the audit report.</li> <li>➤ Detailed External Audit reports (not financial statements) for the past three (3)</li> </ul>



Instructions for Bidders (ITB) reference	Data relevant to ITB
	<p>recent consecutive years.</p> <ul style="list-style-type: none"> <li>➤ The bidder must be in service for a minimum of five (5) years as of the bid submission date.</li> <li>➤ The Supplier should have a satisfactory (goodwill) letter and successfully completed at least 3 ERP projects (containing at least 65% of the proposed sub-systems), involving installation, implementation and technical support for solution in the last five (5) years.</li> <li>➤ All capacities of the Joint ventures must be evaluated.</li> </ul> <p><b><u>C). If the bidder is participated as an agent the agent is required to submit</u></b></p> <ul style="list-style-type: none"> <li>➤ VAT Registration Certificate;</li> <li>➤ Renewed Business License;</li> <li>➤ PPPAA online supplier's registration certificate.</li> <li>➤ Signed &amp; stamped anti-bribery pledge form</li> <li>➤ Valid tax clearance certificate issued by the tax authority for the Budget year for the purpose of bid participation.</li> </ul> <p>Responsibilities given by the principal to the agent must represent in the power of attorney.</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> All capacities of the Principal must be evaluated.</li> <li><input type="checkbox"/> As far as the agent submit the above listed documents, the principal should have to submit all documents listed in letter "a" "above in the bid proposal.</li> </ul> <p><b><u>NB:</u></b> All documents should be issued before bid opening date. Otherwise, it shall be sufficient reason for rejection.</p>
<b>ITB 5.6</b>	<p>The Bidder <b>shall be</b> required to include with its bid documentation from the Manufacturer of the Information System and other Goods that it has been duly authorized to supply in Ethiopia the Information System and other Goods indicated in its bid. . <b>Applicable</b> for the hardware as requested in the TOR in section 6.</p> <p><b>N.B:</b> Indicated Section six (6)</p>

<b>B. Bidding Documents</b>																					
<b>ITB 7.1 and 9.4</b>	<p>For <b>questions and/or clarification purposes</b> only, the Public Body's address is:</p> <table border="1"> <tr> <td>Public Body:</td> <td>Addis Ababa city Administration Public Procurement and Property Disposal Service (AAPPPDS).</td> </tr> <tr> <td>Attention:</td> <td>M/r. Meriko Berilew Deputy Manager of Procurement and contract administration</td> </tr> <tr> <td>Floor/Room number:</td> <td>5th Floor office no 502</td> </tr> <tr> <td>P.O. Box:</td> <td>-</td> </tr> <tr> <td>Street Address:</td> <td>Mexico, Senga Tera, Behind St. Mary university college, at Yobek Commercial center.</td> </tr> <tr> <td>Town/City:</td> <td>Addis Ababa</td> </tr> <tr> <td>Post Code:</td> <td>-</td> </tr> <tr> <td>Country:</td> <td>Ethiopia</td> </tr> <tr> <td>Telephone:</td> <td>011-5-57-31-70/32-46</td> </tr> <tr> <td>E-mail</td> <td></td> </tr> </table>	Public Body:	Addis Ababa city Administration Public Procurement and Property Disposal Service (AAPPPDS).	Attention:	M/r. Meriko Berilew Deputy Manager of Procurement and contract administration	Floor/Room number:	5th Floor office no 502	P.O. Box:	-	Street Address:	Mexico, Senga Tera, Behind St. Mary university college, at Yobek Commercial center.	Town/City:	Addis Ababa	Post Code:	-	Country:	Ethiopia	Telephone:	011-5-57-31-70/32-46	E-mail	
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<b>ITB 7.1 and 9.4</b>	<p><b>The deadline for submission of questions and/or clarifications is:</b>  <b>Date:</b> JUNE, 24/06/2022 G.C (SENAE 17/10/2014E.c)  <b>Time:</b> 5:30 PM ( 11:30 local time)</p>																				
	<p>Pre-Bid Conference will be held at the Public procurement and property Disposal service, at Yobek commercial center 9<sup>th</sup> Floor conference hall on <b>Monday, JUNE, 20/06/2022 G.C ( at 10:00 Am) or (SENAE,13/10/2014E.c) (local time morning 4:00)</b></p>																				
<b>C. Preparation of Bids</b>																					
<b>ITC 11.1</b>	Language of the Bid shall be <b>.English</b>																				
<b>ITB 12.5</b>	The Incoterms edition is: <b>2020: DDP (as indicated in section 6 Delivery place).</b>																				
<b>ITB 12.6(a)(iii)</b>	Bidders shall be required to quote the price for inland transportation of the Information System and other Goods to their final destination.																				
<b>ITB 12.8</b>	<p>Prices quoted for each lot shall correspond to at least percent of the items specified for each lot.</p> <p>Prices quoted for each item of a lot shall correspond to at least percent of the quantities specified for each item of a lot.</p>																				
<b>ITB 13.1</b>	For Information System and other Goods that the Bidder will supply from inside Ethiopia the prices shall be quoted in <b>in ETB.</b>																				

ITB 14.1	The bidder must be in service for a minimum of five (5) years as of the bid submission date. The Supplier should have a satisfactory (goodwill) letter and successfully completed at least 3 ERP projects (containing at least 65% of the proposed sub-systems), involving installation, implementation and technical support for solution in the last five (5) years.
ITB 15.2(b)	<p>As a proof of the bidder's financial standing, the following documents need to be furnished: detailed External Audited Annual reports (not financial statements) <b>for the last three (3) recent Consecutive years</b>. We considered <b>two years with better sales volumes</b> for the bidder.</p> <p>If the company newly established the bidder can submit one audit report if the turn over amount is sufficient for the required amount.</p> <p><b>N.B New company must submit documents that show its new establishment ( business registration certificate)</b></p>
ITB 16.3	<p>Successfully completed at least 3 ERP projects (containing at least 65% of the proposed sub-systems), involving installation, implementation and technical support for solution in the last five (5) years. Bidder must submit at least Certificates of satisfactory execution of contracts provided by contracting parties to the contracts successfully completed in the course of the past years with a budget of <b>2,036,650.00 Birr</b> on the stream of business The Certificate of satisfactory execution of contracts shall include the following data</p> <ul style="list-style-type: none"> <li>a) The name and place of establishment of the contracting parties,</li> <li>b) The subject-matter of the contract,</li> <li>c) The value of the contract stated in money</li> <li>d) The time and place of performance of the contract,</li> <li>e) A statement concerning the satisfactory execution of contracts</li> </ul> <p><b>N.B</b> Wherever the bidder unable to submit essential evidence regarding to certificate of satisfactory execution as listed above by cross checking the contract agreement with the execution letter we considered it responsive.</p>
ITB 16.7	The Public Body undertakes physical checking of current Bidder's technical qualifications and competence. <b>Applicable</b>
ITB 17.1	Bidder furnish as part of its bid the following documentary technical evidence establishing the conformity to the Bidding Documents of the Information System that the Bidder proposes to supply and install under the Contract and to support details <b>provided in the Section 6, Technical Specification and Compliance Sheet:</b>
ITB 17.2(c)	In addition to the topics described in ITB Clause 17.2 (c), the Preliminary Project Plan must address the following topics: <b>indicated in section six.</b>
ITB 17.3	In the interest of effective integration, cost-effective technical support, and reduced re-training and staffing costs, Bidders are required to offer specific brand names and models for the following limited number of specific items <b>As indicate in section six (6)</b>
ITB 18.1	Samples of the quoted products be requested. <b>Not applicable</b>

<b>ITB 20.1</b>	Alternative Bids : <b>shall not be considered.</b>				
<b>ITB 20.4</b>	If alternative bids are permitted under BDS Clause 20.1 they must meet the following criteria: <b>Not applicable</b>				
<b>ITB 21.1</b>	The bid validity period shall be: <b>90 Consecutive</b> days.				
<b>ITB 22.1</b>	<p>A bid security shall be required. Each lot must be accompanied by a bid security mentioned below in <b>Ethiopian Birr</b> in the form of <b>an unconditional and irrevocable Bank Guarantee and/or CPO</b>. A copy of bid security, if submitted without original form shall not be accepted .</p> <p>Bid security shall be issued in the name of <b>Addis Ababa City Administration Public Procurement and Property Disposal Service (AAPPPDS)</b>.</p> <table border="1"> <tr> <th>No. of Lots</th><th>Bid security amount in ETB</th></tr> <tr> <td><b>Lot One</b></td><td><b>300,000.00 ETB</b></td></tr> </table>	No. of Lots	Bid security amount in ETB	<b>Lot One</b>	<b>300,000.00 ETB</b>
No. of Lots	Bid security amount in ETB				
<b>Lot One</b>	<b>300,000.00 ETB</b>				
<b>ITB 24.1</b>	<p>In addition to the original bid, the number of copies required <b>is one (1)</b> separately each for <b>Technical proposal and Financial proposal</b>.</p> <p>The outer cover of envelope must be clearly marked with the Technical proposal, Financial proposal, bid title and other information clearly.</p> <p><b>N.B the content of original and copy bid proposal should be the same.</b></p>				
<b>ITB 24.1</b>	<p><b>Envelope 1 : Technical Offer &amp; BID Guarantee</b></p> <p>The Bidder shall prepare and submit <b>one original and one copy</b> of the technical part of the bid for the lot clearly marking each as <b>“Original” &amp; “Copy”&amp; BID Guarantee</b> in separate envelope. In the event of any Discrepancy between the original and the copy, the Original shall govern.</p> <ul style="list-style-type: none"> <li>• All documentary technical evidence shall be submitted with technical envelop. Eligibility documents (Valid business license, Valid tax clearance certificate, Audit report, VAT registration certificate and other document stated on section 2 (BDS) ) shall be submitted with technical envelopes</li> <li>• Technical proposal shall be consisted of mandatory documentary evidence listed in the ITB Clause 23.2 (a) to (e)</li> </ul> <p><b>NB: Bidders shall Not indicate their price in their Technical offer. The inclusion of any information in Technical offer that can indicate the price</b></p>				

**directly or indirectly will be result in the rejection of the offer as non-responsive.**

Any interlineations erasures, or over writing shall be valid only if they are initialled by the person or persons signing the bid

**Envelope 2: Financial Offer**

The Bidder shall prepare and submit **one original and one copy** of the Financial offer (Bid price Schedule) in separately sealed envelopes, clearly marking each as **“Original” & “Copy”**.

Any interlineations erasures, or over writing shall be valid only if they are initialled by the person or persons signing the bid.

**Envelope 1** (Technical document and Bid bond) will be opened at the opening date and **Envelope 2** (Financial document) will be kept unopened.

Envelope 2 will be opened after finalization of technical and post qualification evaluation.

If the bidder is technically failed (unqualified), the financial proposal will be returned to the bidder unopened.

- Financial proposal shall be consisted of Price Schedule for the **Implantation of enterprise resource planning offered as stated in the ITB Clause 23.2 (I).**

**D. Submission and Opening of Bids**

**ITB 26.1**

For **bid submission purposes** only, the Public Body's address is:

Public Body:	<b>Addis Ababa City Administration Public Procurement and property Disposal Service (AAPPPDS)</b>
Attention:	<b>M/r. Meriko Berilew Deputy Manager of Procurement and contract administration</b>
Floor/Room number:	<b>5<sup>th</sup> floor conference hall</b>
P.O. Box:	
Street Address:	<b>Mexico, Senga Tera behind St.mary university college at Yobek Commercial center</b>
Town/City:	<b>Addis Ababa</b>
Post Code:	
Country:	<b>Ethiopia</b>

	<p><b>The deadline for bid submission is:</b></p> <p><b>Friday, JUNE, 30/06/2022G.C (SENAE 23/10/2014 E.C)</b></p> <p><b>Time: 11:00 AM( 5:00 local time)</b></p>																
<b>ITB 29.1</b>	<p>The <b>bid opening</b> shall take place at:</p> <table border="1"> <tr> <td>Public Body:</td><td>Addis Ababa City Administration Public Procurement and Property Disposal Service (AAPPPDS).</td></tr> <tr> <td>Floor/Room number:</td><td>9th Floor,conference hall.</td></tr> <tr> <td>Street Address:</td><td>Mexico, SengaTera behind St. Mary university college at Yobek Commercial center</td></tr> <tr> <td>Town/City:</td><td>Addis Ababa</td></tr> <tr> <td>Post Code:</td><td>-</td></tr> <tr> <td>Country:</td><td>Ethiopia</td></tr> <tr> <td>Date:</td><td>Thursday , , JUNE, 30/06/2022G.C (SENAE 23/10/2014 E.C) Time: 11:00 AM( 5:00 local time)</td></tr> <tr> <td></td><td></td></tr> </table>	Public Body:	Addis Ababa City Administration Public Procurement and Property Disposal Service (AAPPPDS).	Floor/Room number:	9th Floor,conference hall.	Street Address:	Mexico, SengaTera behind St. Mary university college at Yobek Commercial center	Town/City:	Addis Ababa	Post Code:	-	Country:	Ethiopia	Date:	Thursday , , JUNE, 30/06/2022G.C (SENAE 23/10/2014 E.C) Time: 11:00 AM( 5:00 local time)		
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<b>E. Evaluation, and Comparison of Bids</b>																	
<b>ITB 34.2</b>	Bidder has to confirm that he accepts the correction of the calculation error within the period of <b>three (3) working days after receipt of the letter.</b>																
<b>ITB 37.4(b)</b>	successfully completed at least 3 ERP projects (containing at least 65% of the proposed sub-systems), involving installation, implementation and technical support for solution in the last five (5) years.																
<b>ITB 37.5(d)</b>	The average annual turnover amount for the last <b>three (3) recent</b> consecutive years we considered <b>2 years with better sales volumes</b> for the bidder. On year to year comparison for the bidder must exceed or equal to: i.e. (year one + year two) divided by 2) = average annual turnover amount: amount of equal to or exceeds <b>232,760.00 Birr on the stream of business.</b>																
<b>ITB 38.2</b>	The currency that shall be used for bid evaluation and comparison purposes to convert all bid prices expressed in various currencies into a single currency is Ethiopian Birr,																
<b>ITB 38.6</b>	Multiple awards to one Bidder be permitted. <b>Not Applicable</b>  The evaluation methodology to determine the lowest-evaluated combination of lots shall be detailed in Section 3 Evaluation Methodology and Criteria.																
<b>ITB 40</b>	Post Evaluation Qualification evaluation is: <b>Applicable</b>																
<b>ITB 40.2</b>	As additional post qualification measures, the Information System (or components/parts of it) offered by the Lowest Evaluated Bidder may be subjected to the following tests and performance benchmarks prior to Contract award: .																
<b>F. Award of Contract</b>																	

<b>ITB 44.1</b>	The percentage by which quantities may be increased is: <b>.:20%</b> The percentage by which quantities may be decreased is: <b>.:20%</b>
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## **Section 3. Evaluation Methodology and Criteria**

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This section, read in conjunction with Section 1, Instructions to Bidders and Section 2, Bid Data Sheet, contains all the factors, methods and criteria that the Public Body shall use to evaluate a bid and determine whether a bidder has the required qualifications. No other factors, methods or criteria shall be used.

### 1. Professional, Technical, and Financial Qualification Criteria

The following qualification criteria will be applied to Bidders. In the case of bids submitted by a consortium, these qualification criteria will be applied to the consortium as a whole :

#### 1.1 Professional Qualifications and Capability of the Bidder (ITB Clause 14)

- (a). ☒ At least 9 (nine) staff currently work for the Bidder;
- (b). ☒ Among the staff mentioned in The project requires at least a professional mix of **One** project manager, **two** System Analysts, **two** Software Designer, **two** Application Development Specialists and **two** Database Specialist size;

#### 1.2 Technical Qualifications, Competence, and Experience of the Bidder (ITB Clause 16)

- (a). ☒ The bidder needs to provide documentary evidences (client references) from the client to prove his work. Evidences should be only for completed projects and experiences;
- (b). ☐ Any international firm interested in this assignment is expected to partner with a local firm, as the government sees a number of areas where inputs from locally based companies would be essential;
- (c). ☒ Pending litigation - All pending litigation shall in total not represent more than percent of the Bidder's net worth and shall be treated as resolved against the Bidder.

The bidder must be in service for a minimum of five (5) years as of the bid submission date.

The Supplier should have a satisfactory (goodwill) letter and successfully completed at least 3 ERP projects (containing at least 65% of the proposed sub-systems), involving installation, implementation and technical support for solution in the last five (5) years.

NB: The bidder should attach 3 (three) performance certificate of successful completion of data center infrastructure and network. With a budget of **2,036,650.00** Birr on the stream of business.

The Certificate of satisfactory execution of contracts shall include the following data

- a) The name and place of establishment of the contracting parties,
- b) The subject - matter of the contract,
- c) The value of the contract stated in money
- d) The time and place of performance of the contract,
- e) A statement concerning the satisfactory execution of contracts \

#### 1.1 Financial Standing of the Bidder (ITB Clause 15)

The average annual turnover amount for the last three (3) recent consecutive years we considered **2 years with better sales volumes** for the bidder. on year comparison for the bidder must exceed or equal to: i.e. (year one + year two) divided by 2) = average annual turnover amount: amount of equal to or exceeds: **232,760.00** Birr on the stream of business

If the company newly established the bidder can submit one (1) audit report if the annual turnover amount is sufficient for the required amount. However, New Company must submit documents that show its new establishment (business registration certificate)

## **2. Determining the Successful Bid**

According to the methodology defined in the Public Procurement Proclamation and Directives the Public Body shall select the successful bid by applying the following method:

- A. ☐ The bid that is found to be substantially responsive to the professional, technical, and financial qualification requirements, technically compliant in relation to the technical requirements and include the hardware, Software, related equipment, products, Materials, and other Goods and Services components of the Information System in, substantially, the full required quantities for the entire Information System or, if allowed in the BDS for ITB Clause 1.3, the individual Subsystem or lot, and with the lowest price.
- B. ☒ The bid that is found to be substantially responsive to the professional, technical, and financial qualification requirements, technically compliant in relation to the technical requirements and include the hardware, Software, related equipment, products, Materials, and other Goods and Services components of the Information System in, substantially, the full required quantities for the entire Information System or, if allowed in the BDS for ITB Clause 1.3, the individual Subsystem or lot, and with the lowest evaluated bid. The lowest evaluated bid shall be the bid offering better economic advantage ascertained on the basis of factors affecting the economic value of the bid.

### **A. The Bid with the Lowest Price**

- 2.1 The bids shall be examined to confirm that all documentary evidence establishing the Bidders' qualifications requested in ITB Clause 23 have been provided;
- 2.2 After confirming the bids comprise all mandatory documentary evidence establishing the Bidder's qualification the Public Body will rule on the legal, technical, professional, and financial admissibility of each bid, classifying it as compliant or non-compliant with qualification requirements set forth in the Bidding Document;
- 2.3 The Public Body will then analyze the bids' technical conformity in relation to the technical requirements, classifying them technically compliant or non-compliant.
- 2.4 The Public Body shall continue evaluation of bids that have been determined to be substantially responsive with rectification of nonconformities and omissions in bids, if any.
- 2.5 The Public Body shall examine all bids to ascertain whether there are any arithmetic errors in computation and summation. The Public Body shall notify bidders on adjusted calculation errors and request bidders to confirm that they accept the correction of the calculation error within the time limit of three days from the receiving of the notification.
- 2.6 After evaluation of legal, professional, technical, and financial admissibility of bids the Public Body shall award of the contract the bidder whose bid has been determined to be substantially responsive to the Bidding Documents and with the lowest price.

### **B. Determining the Lowest Evaluated Bid Offering the Best Economic Advantage**

- 2.7 Provided all mandatory legal, professional, technical, and financial requirements have been met all technically compliant Bids shall be evaluated and scored using the two-stage bid evaluation and scoring method. In accordance with ITB Clause 38.4(f), the Public Body's evaluation of the Bid will take into account, in addition to the bid price, the following

additional technical evaluation criteria in order of their importance and their proportional weight in the total system of evaluation, as specified below:

- (a). The additional technical evaluation criteria and their weighting factor that indicate their level of importance are determined, as follows:

**I. Mandatory Technical Requirements**

*Technical Evaluation will start with Mandatory Technical Evaluation of PASS/FAIL based on the following criteria. Only Bidders that PASS ALL the CRITERIA's below will be qualified to proceed to the next stage of Technical Evaluation. Bidders FAILING ANY of the Mandatory Technical evaluation criteria will not be considered for further technical evaluation.*

SR #	CRITERIA
<b>II.</b>	<b>MANDATORY TECHNICAL EVALUATION</b>
1.	The bidder must be in service for a minimum of five (5) years as of the bid submission date.
2.	Bidder must have a team of at least 5 staff working for the project and the must be composed of at least: one (1) Project Manager, One (1) System Analysts, One (1) Software Designer, One (1) Application Development Specialists, One (1) Database Specialist.
3.	The Supplier should have a satisfactory (goodwill) letter and successfully completed at least 3 ERP projects (containing at least 65% of the proposed sub-systems), involving installation, implementation and technical support for solution in the last five (5) years.
4.	The bidder must be able to provide in-country technical support, maintenance, and warranty service to the complete solution for three years after the full go-live of the project.
5.	The bidder must comply with the number of trainees and training durations stated in IT Professional Training and End User Training Requirements.
6.	The bidder must accept the provision of a lifetime warranty for maintaining the solution (the source code) in case of software product level failure. This lifetime warranty will not include adding more requirements, and technical support. If the public body want to extend the support period, they can continue by signing SLA agreement for technical support and maintenance.  (Confirmation letter shall be attached in the technical proposal of the bidders, otherwise considered as non-responsive).

SR #	CRITERIA
7.	The bidder must provide all perpetual licenses of third-party software required for the deployment of the solution (licensed operating system for two servers and application and database management systems).  Except for the third-party software, the use and scaling-up/expansion of the Core Software Solution must be free from any licensing.
8.	The bidder must meet the minimum requirements of all hardware specified in the technical document and the bidder must attach MAF and datasheet.  The technical Evaluation team will prepare a checklist for evaluation of the minimum requirements of hardware.
9.	The bidder must conduct a product demonstration session of the evaluation, any bidder missing/not-conducting the demo evaluation will be considered technically non-responsive.

*The evaluation will be made out of 100%. Only Bidders who passed the Mandatory Technical Evaluations will be considered here. Bidders who failed to obtain 70% out of 100% will NOT be considered for further evaluation.*

### Technical Evaluation Criteria

SR #	CRITERIA	WEIGHT	REMARK
III.	TECHNICAL REQUIREMENT EVALUATION	100%	
1.	Functional Requirement	20%	
1.1.	<ul style="list-style-type: none"> <li>Financial Management sub-system 2.0pts</li> <li>Payroll Management sub-system 2.0pts</li> <li>Purchasing Management sub-system 2.0pts</li> <li>Material Management sub-system 2.0pts</li> <li>Human Resource Management sub-system 3.0pts</li> </ul>	20%	Bidders must demonstrate their own product, and how it can meet the functional requirements.

SR #	CRITERIA	WEIGHT	REMARK
	<ul style="list-style-type: none"> <li>Planning and scheduling sub-system 2.0pts</li> <li>Vehicles Management sub-system 2.0pts</li> <li>Member Management sub-system 3.0pts</li> <li>Gate Entrance (Visitor) Management sub-system 1.0pts</li> <li>Reporting and Analysis 1.0pts</li> </ul>		<i>Only "Compliance Sheet" shall not be considered as a response to functional requirements.</i>
2.	<b>Non-Functional Requirement</b>	<b>5%</b>	
2.1.	Proposed System Solution Design/Architecture to meet the technical requirements: <i>Usability, Performance, Reliability, Interpretability, Scalability, Maintainability, Integration, etc. of the proposed solution.</i>	3	Bidders must come with their own design/architecture and demonstrate how it can meet our technical requirements.
2.2.	Proposed system to meet the Security Requirements.	2	Proposed tools, design and technique to meet the security requirement.
3.	<b>Qualifications and competence of the key professional staff engaged in the project</b>	<b>25%</b>	
3.1.	The number of project staff working for the project: 10 staff.  Project Staffs: 6 to 8: 0.5pts; 9 to 10: 1.0pt	<b>1%</b>	
Note	<i>The number of points to be assigned to each of the below positions or disciplines shall be determined considering the following two sub-criteria and relevant percentage weights:</i>		

SR #	CRITERIA	WEIGHT	REMARK
	<ul style="list-style-type: none"> <li>- General qualifications (30%)</li> <li>- Adequacy for the assignment (70%)</li> </ul>		
3.2.	<b>Key project staffs</b>	<b>22%</b>	
3.2.1.	Project Manager	4%	
3.2.2.	2 (Two) System Analysts	4%	
3.2.3.	1 (One) Software Designer	2%	
3.2.4.	2 (two) Database Specialist	4%	
3.2.5.	4 (Four) Application Developer	8%	
3.3.	<b>Ethiopian Participation in Project Team</b>	<b>2%</b>	<i>At least 51% of the project staff should be Ethiopians.</i>
4.	<b>Specific/similar experience of the Bidder in relation to the assignment</b>	<b>10%</b>	
4.1.	<p><b>Similar Experience:</b> Successful implementations of at least <b>three</b> similar ERP projects executed in the recent ten years. (2pts each)</p> <p><i>(One reference should include execution of at least 65% of the required components.)</i></p>	6%	<p><i>A proven testimonial/ letter must be attached.</i></p> <p><i>References considered in Mandatory Requirements will not be considered here again.</i></p>
4.2.	<p>The bidder must have satisfactorily and successfully completed at least four (4)</p> <p><b>Related Web-Based Solutions</b> in the recent</p>	4%	<p><i>A proven testimonial/ letter must be attached</i></p> <p><i>Web-based solutions</i></p>

SR #	CRITERIA	WEIGHT	REMARK
	Ten years. (1pt each)		<i>will not include websites or web portals.</i>
5.	<b>Adequacy/Suitability of Training &amp; Knowledge Transfer</b>	<b>10%</b>	
5.1.	Quality of the IT-Professional and End User Training Plan (detail activities, schedule, phases, grouping, training resources, logistics, facilities and etc.)	4%	
5.2.	Adequacy and completeness of the training contents with respect to the proposed solutions.	4%	
5.3.	Training and knowledge transfer approach and methodology.	2%	
6.	<b>Quality of the Proposed Implementation Approach, Methodology, and Project Management Plan</b>	<b>20%</b>	
6.1.	<p>The adequacy of the proposed Software Implementation Approach and Methodology:</p> <ul style="list-style-type: none"> <li>- Agility of the implementation process. (4pts)</li> <li>- A brief description of how System and User Requirement Analysis; System Design; System Development/ Customization; System Deployment; System Testing, System Integrations, Data Migration, Go-Live, etc. are carried out</li> </ul>	12%	Bidders should demonstrate their own approaches and methodologies that will help them to successfully deliver the project.

SR #	CRITERIA	WEIGHT	REMARK
	successfully. (8pts)		
6.2.	Quality of the Project Implementation Plan and Strategy (Detail WBS, Activities, Clarity of Time Frame, Clarity of Delivery Schedule, Phases, Assigned Resources, Responsibilities, etc.)	4%	
6.3.	Quality, completeness, and detailed description of other project management plans. ( <i>Like Scope Management Plan, Requirements Management Plan, Change Management Plan, Schedule Management Plan, Quality Management Plan, Communications Management Plan, Risk Management Plan, Stakeholders Management Plan, etc.</i> )	3%	
6.4.	Completeness of Project Deliverables.	1%	
7.	<b>Product Demonstration (of Similar Solution)</b>	<b>10%</b>	



SR #	CRITERIA	WEIGHT	REMARK
	<p>The Demonstration Evaluation will be based on the basic functional and technical features of the requirements of the systems, and it should be from the systems previously delivered to the referenced clients.</p> <p>The ERP systems should be demonstrated from a live (online) production environment or from the cloud.</p> <p>N.B. Localhost and PowerPoint demonstrations are not acceptable.</p> <p>Bidders will be given at least Three to Four hours for demonstration.</p> <p>The Technical Evaluation team will prepare detailed criteria for Demo evaluation based on the following points.</p> <p><b>Major Points of Demo evaluation:</b></p> <ul style="list-style-type: none"> <li>- Availability (65% of total) and rich functionality of the core components of the solution. (6pts)</li> <li>- Seamless integration of available modules and availability of API for future Integration. (1pts)</li> <li>- Detail report that complies with IFRS and GAAP standards. (1pts)</li> </ul>	10%	<p><i>Bidders should demonstrate one or more products among the referenced implementations.</i></p>

SR #	CRITERIA	WEIGHT	REMARK
	<ul style="list-style-type: none"><li>- Detail dashboard and notification. (0.5pts)</li><li>- Technical Requirements (0.5pts)</li><li>- Security Features (1pts)</li></ul>		
<i>End of Technical Evaluation Criteria</i>			

(b). The Public Body will evaluate any additional criterion using the following scoring scale:

SCORING		DESCRIPTION
10	Excellent	Exceeds the requirements of the criteria significantly and in beneficial ways/very desirable
9	Very Good	Exceeds the requirements of the criteria in ways which are beneficial to our needs
7-8	Good	Fully meets the requirement of the criteria
5-6	Average	Adequately meets most of the requirements of the criteria. May be lacking in some areas that are not critical.
3-4	Poor	Addresses all of the requirements of the criterion to the minimum acceptable level.
1-2	Very Poor	Minimally addresses some, but not all, of the requirements of the criteria or lacking in critical areas.
0	Unsatisfactory	Does not satisfy the requirements of the criteria in any manner.

2.8 Individual weighted scores for all technical criteria shall be weighted according to the set proportional weighting factors. The weighted result shall be calculated by multiplying the score by the proportional weighting factor of the individual criterion. The total score for the Bid determined through this method will be the basis for ranking Bids.

2.9 Bidders getting score less than 70 points out of 100% for technical qualification in the evaluation shall be rejected and the envelopes containing the Technical Proposals of those Bidders scoring 70 and above points out of 100% for technical qualification shall be opened.

**Note:1.** The entire bid documents (including supporting documents, certificates or any documentary evidences) should be presented in **English or Amharic language**. If there is, any document other than English a language, then it should be legally translated or otherwise will be **rejected**.

2. The number of personnel that the bidder proposes for this project should adhere to the above human resource requirements.

### 3. Evaluation and Comparison of Financial Proposals

According to the methodology defined in the Public Procurement Proclamation and Directive the Public Body shall select the successful Consultant by applying the following method:

#### 3.1 ☒ Quality and Cost Based Selection

- In the financial evaluation, the highest point shall be given to the lowest priced Financial Proposal, and conversely, the lowest point shall be given to the highest priced Financial Proposal; among technically qualified Proposals. The points given to other Consultants shall be determined depending on their price offers.
- From the total merit points to be given for proposals submitted by bidders the share of Technical Proposal shall be converted to **80%** and the remaining **20%** shall be the share of Financial Proposal.
- The Public Body shall then add the technical score to the Financial Proposal Price score to determine the aggregated (total) Bid Proposal score and final ranking of Proposals.

- (d). The Public Body shall award the contract to the Proposal that has the highest point in the total sum of results of the technical and financial evaluation.
- (e). Where two bidders get equal merit points in the evaluation, preference shall be given to local bidders.
- (f). The Public Body may require bidders scoring equal merit points in the evaluation to submit further Proposals on certain aspects of the Request of Proposals with a view to identifying the successful bidders.
- (g). Where by reason of the bidders scoring equal merit points not submitting final proposals they are invited to submit, or by reason of the evaluation result of the final proposals submitted by the bidders being still equal the successful bidders cannot be singled out, the successful bidders shall be determined by casting lot in the presence, as far as possible, of the **Consultants** concerned

#### 4. Domestic Preference

If the ITB Clause 35 so specifies, the Public Body will grant a margin of preference to goods manufactured in the Federal democratic Republic of Ethiopia for the purpose of bid comparison, in accordance with the procedures outlined in subsequent paragraphs Responsive Bids shall be classified into the following groups: **Applicable**

- (a). Group A: Bids offering locally produced Goods meeting the criteria of ITB Sub-Clause 35.3; and
- (b). Group B: all other Bids.

For the purpose of further evaluation and comparison of Bids only, an amount equal to 15% percent of the evaluated Bid prices determined in accordance with ITB Sub-Clause 35.3 shall be added to all Bids classified in Group B.

#### 5. Evaluation of Multiple Contracts

Since in accordance with ITB Sub-Clause 38.6 the Contracting authority **shall not be** allowed to award one or multiple lots to more than one Bidder, the following methodology shall be used for award of multiple contracts:

To determine the lowest-evaluated lot combinations, the Public Body shall:

- (a). evaluate only lots or contracts that include at least the percentages of items per lot and quantity per item as specified in ITB 12.8;
- (b). take into account:
  - (i) the lowest-evaluated bid for each lot that meets the requirement of evaluation criteria;
  - (ii) the price reduction per lot and the methodology for their application as offered by the Bidder in its bid; and
  - (iii) the contract-award sequence that provides the optimum economic combination, taking into account any limitations due to constraints in supply or execution capacity.

#### 6. Alternative Bids

Alternative Bids, if permitted under BDS Clause 20.1, will be evaluated as follows: **Not applicable**

The Public Body shall only apply the following criteria for evaluation of Alternative Bids: **Not applicable**

**7. Points of rejection**

- If bidders are not fulfilling the request minor deviation it becomes point of rejection.
- If the bidder has major deviation it becomes point of rejection.

**Note**

- Bidders should be specified Brand and Model for both technical and financial bid document but for Financial It depend on Indicated section Four (4) price template format.
- Bids do not change the name of Hardware and software mentioned in section six (6) but if there are additional and important hard ware and software which is not mentioned in section six (6) TOR you can list in the technical and financial proposal separately.
- Please provide technical and financial proposal according to the template delivered in section six (6) and four (4) respectively.

## **Section 4. Bidding Forms**

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**A. Bid Submission Sheet**

Place and Date-----

Procurement Reference Number:-----

To: -----

Addis Ababa  
Ethiopia

SUBMITTED BY<sup>1</sup>:

	Complete Legal Name and Address of the Seat of the Bidder	Nationality <sup>2</sup>
Leader <sup>3</sup>		
Member		
Etc ...		

In response to your Bidding Document for the above Procurement Number:, we, the undersigned, hereby declare that:

- (a) We have examined and accept in full the content of the Bidding Document for the, Procurement Number:-----We hereby accept its provisions in their entirety, without reservation or restriction.
- (b) We offer to supply in conformity with the Bidding Documents and in accordance with the delivery schedule specified in the Statement of Requirements the following Information System: -----
- (c) Warranty period for offered Information System is -----
- (d) The total price of our Bid, excluding any discounts offered in item (e) below is:  
**(Not Applicable for technical proposal).**
- (e) The discounts offered and the methodology for their application are:-----  
-----

**Unconditional Discounts:** If our bid is accepted, the following discounts shall apply.-----

Methodology of Application of the Discounts: The discounts shall be applied using the following method:-----

**Conditional Discounts:** If our bid(s) are accepted, the following discounts shall apply.-----

<sup>1</sup> One signed original Bid Submission Form must be supplied together with the number of copies specified in the Instruction to Bidders.

<sup>2</sup> Country in which the legal entity is registered.

<sup>3</sup> Add/delete additional lines for members as appropriate. Note that a subcontractor is not considered to be a member for the purposes of this bidding procedure. If this bid is being submitted by an individual bidder, the name of the bidder should be entered as "leader" and all other lines should be deleted.

Methodology of Application of the Discounts: The discounts shall be applied using the following method;-----  
-----  
-----

- (f) Our bid shall be valid for a period of ----- **Consecutive days** from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before expiry of that period;
- (g) The prices in this bid have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to:
- i. Those prices;
  - ii. The intention to submit a bid; or
  - iii. The methods or factors used to calculate the prices offered.
- (h) The prices in this bid have not been and will not be knowingly disclosed by the -----, directly or indirectly, to any other bidder or competitor before bid opening.
- (i) We, including any subcontractors for any part of the contract resulting from this procurement process, are eligible to participate in public procurement in accordance with ITB Clause 4.1 and have not been debarred by a decision of the Public Procurement and Property Administration service from participating in public procurements for breach of our obligation under previous contract ;
- (j) We are not insolvent, in receivership, bankrupt or being wound up, not have had our business activities suspended and not be the subject of legal proceedings for any of the foregoing;
- (k) We have fulfilled our obligations to pay taxes according to Ethiopian Tax laws
- (l) We have read and understood the provisions on fraud and corruption in GCC Clause 5 and confirm and assure to the Public Body that we will not engage ourselves into these evil practices during the procurement process and the execution of any resulting contract;
- (m) We have not committed an act of embezzlement, fraud or connivance with other bidders.
- (n) We have not given or have been offered to give inducement or bribe to an official or procurement staff of the Public Body to influence the result of the bid in our favor.
- (o) We are not participating, as Bidders, in more than one bid in this bidding process, other than alternative bids in accordance with the Bidding Document;
- (p) We do not have any conflict of interest and have not participated in the preparation of the original Statement of Requirements for the Public Body;
- (q) If our bid is accepted, we commit to submit a performance security in accordance with the GCC Clause 47 of the Bidding Documents, in the amount of -----  
----- for the due performance of the Contract;



- (r) We, including any subcontractors or suppliers for any part of the Contract, have nationalities from eligible countries :-----  
-
- (s) Offered Information System do not originate in a country in respect of which the Government of the Federal Democratic Republic of Ethiopia has imposed trade ban;
- (t) Offered Information System do not originate in a country under trade embargo of the Security Counsel of the United Nations in which transacting with any business organization or individual who is the national of that country is prohibited;
- (u) We will inform the Public Body immediately if there is any change in the above circumstances at any stage during the implementation of the contract. We also fully recognize and accept that any inaccurate or incomplete information deliberately provided in this bid may result in our exclusion from this and other contracts funded by the Government of the Federal Democratic Republic of Ethiopia.
- (v) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall not constitute a binding contract between us, until a formal contract is prepared and executed.
- (w) We understand that you reserve the right to reject any or all bids that you may receive.

Name: -----

In the capacity of. \_\_\_\_\_

Signed \_\_\_\_\_

Duly authorized to sign the bid for and on behalf of . \_\_\_\_\_

Dated on \_\_\_\_\_ day of \_\_\_\_\_, 22

**Attachments:**

1. Valid trade license indicating the stream of business in which the is engaged;
2. VAT registration certificate issued by the tax authority
3. A valid tax clearance certificate issued by the tax authority ;
4. Business organization registration certificate or trade license issued by the country of establishment ;
5. Relevant professional practice certificates.
6. Bid Security; and
7. Other documents requested by the Public Body.

Price Schedule for Information System<sup>4</sup>

Place and Date \_\_\_\_\_

Procurement Reference No.: \_\_\_\_\_

Alternative No.:-----

To: \_\_\_\_\_

Addis Ababa

Lot No.	Item No.	Description of Good and information system	Model/Br and(for goods only)	Country of Origin(for goods only)	unit of measure	Qty	Unit price Before VAT (DDP)	VAT 15% (DDP)	Unit price with VAT 15%(DDP)	Total Price with VAT 15% (DDP)

## Price schedule for the procurement of implementation of information system

Name \_\_\_\_\_

In the capacity of \_\_\_\_\_

Signed \_\_\_\_\_

Duly authorized to sign the bid for and on behalf of Dated on \_\_\_\_\_ day of \_\_\_\_\_, 22[insert year of signing]

<sup>4</sup>Fill data into table columns as appropriate.

**B. Bidder Certification of Compliance<sup>5</sup>**

Place and Date-----

Procurement Reference Number:-----

To: -----

Addis Ababa

Ethiopia

**1. General Information About the Bidder**

Bidder's Legal Name:	
In case of Joint Venture, legal name of each party:	
Place of Registration:	
Legal Address in Country of Registration:	
Authorized Representative Information	Name: Position: Address: Telephone/Fax: E-mail address:
Attached copies of original documents of:	<input type="checkbox"/> In case of JV, letter of intent to form JV including a draft agreement, or agreement governing formation of JV, in accordance with ITB Sub-Clause 4.1 <input type="checkbox"/> Form Data on Joint Ventures <input type="checkbox"/> In case of government owned entity from the Public Body's country, documents establishing legal and financial autonomy and compliance with the principles of commercial law, in accordance with ITB Sub-Clause 4.4.

We have attached an official written statement by a power of attorney (or notary statement, etc.) proving that the above person, who signed the bid on behalf of the company/joint venture/consortium, is duly authorized to do so.

**2. Financial Standing**

-----has adequate financial resources to manage this Contract as established by our financial statements, audited by an independent auditor, submitted in this Bid. The following table contains our financial data. These data are based on our annual

<sup>5</sup> One signed original Bidder Certification of Compliance Form must be supplied together with the number of copies specified in the Instruction to Bidders. If this bid is being submitted by a joint venture/consortium, the data in the tables below must be the sum of the data provided by the joint venture/consortium members.

audited accounts. Figures in all columns have been provided on the same basis to allow a direct, year-on-year comparison to be made.

FINANCIAL DATA	Historic Information for Previous Years in				
	Year 2	Year 1	Last Year	Current Year	Average
<b>A. Information from Balance Sheet</b>					
1. Total Assets					
2. Total Liabilities					
I. Net Value (1-2)					
3. Current Assets					
4. Short-term debts					
II. Working Capital (3-4)					
<b>B. Information from Income Statement</b>					
1. Total Revenue					
2. Pre-tax Profits					
3. Losses					

Along with financial data we provided above we have attached the following documents as proof of our financial standing, as required in the BDS:

- (a). .....
- (b). .....

Attached documents comply with the following conditions:

- Documents reflect the financial situation of the Bidder or partner to a Joint Venture, and not sister or parent companies;
- Historic financial statements are audited by a certified accountant;
- Historic financial statements are complete, including all notes to the financial statements;
- Historic financial statements correspond to accounting periods already completed and audited.

Annual Turnover Data	
Year	Amount and Currency
Average Annual Turnover*	

\*Average annual turnover calculated as total certified payments received for work in progress or completed over the number of years specified in Section 3, Evaluation and Qualification Criteria, Sub-Factor 1.3(a), divided by that same number of years.

Financial Resources		
No.	Source of Financing	Amount

### 3. Technical Qualifications, Competence, and Experience in the Procurement Object

As proof of the -----technical and professional ability in selling and servicing the Information System and other Goods listed in our Bid the tables below summarize the ----- major relevant contracts of a similar nature, complexity, and requiring similar information technology and methodologies to the contract or contracts for which these Bidding Documents are issued, and which the has successfully completed in the course of the past: -----years with a budget of -----

Each partner of a Joint Venture should separately provide details of its own relevant contracts.

Name of Bidder or partner in a Joint Venture:	
1. Name of Contract	
Country	
2. Name of client	
Address of client	
Name of contact person	
Function of contact person	
Telephone number	
E-mail address	
4. Nature of Information Systems and special features relevant to the contract for which the Bidding Documents are issued	
5. Contract role (check one)	<input type="checkbox"/> Prime Contractor; <input type="checkbox"/> Subcontractor; <input type="checkbox"/> Partner in a Joint Venture
6. Overall supply value in	
7. Date of award/completion	
8. Final acceptance issued (check one)	Yes: <input type="checkbox"/> Not Yet <input type="checkbox"/> No: <input type="checkbox"/>
9. Number of staff provided	
10. Indicate the approximate percent of total contract value of Information System undertaken by subcontract, if any, and the nature of such Information System	
11. Other relevant information	

The Clients' Certificate concerning the satisfactory execution of contract is attached to this document

#### 4. Historical Contract Non-Performance

Non-Performing Contracts in accordance with Section 3, Evaluation and Qualification Criteria			
<input type="checkbox"/>	Contract non-performance did not occur during the stipulated period, in accordance with Sub-Factor 1.2(b) of Section 3, Evaluation and Qualification Criteria.		
<input type="checkbox"/>	Contract non-performance during the stipulated period, in accordance with Sub-Factor 1.2(b) of Section 3, Evaluation and Qualification Criteria.		
Year	Outcome as Percent of Total Assets	Contract Identification	Total Contract Amount (current value)
		Contract Identification: Name of Client: Address of Client: Matter in dispute:	
Pending Litigation, in accordance with Section 3, Evaluation and Qualification Criteria			
<input type="checkbox"/>	No pending litigation in accordance with Sub-Factor 1.2(c) of Section 3, Evaluation and Qualification Criteria		
<input type="checkbox"/>	Pending litigation in accordance with Sub-Factor 1.2(c) of Section 3, Evaluation and Qualification Criteria, as indicated below		
Year	Outcome as Percent of Total Assets	Contract Identification	Total Contract Amount (current value)
		Contract Identification: Name of Client: Address of Client: Matter in dispute:	
		Contract Identification: Name of Client: Address of Client: Matter in dispute:	

#### 5. Current Contract Commitments / Installation in Progress

No.	Name of Contract	Client's Contact Details	Value of outstanding Information System	Estimated Completion Date	Average Monthly Invoicing over Last Six Months

#### 6. Professional Qualifications and Capabilities

In order to proof our professional qualifications and capability the following table contains personnel statistics for the current and the two previous years.

Average	Year before last	Last year	This year
---------	------------------	-----------	-----------

manpower	Overall	Specialists in Technical Area	Overall	Specialists in Technical Area	Overall	Specialists in Technical Area
Permanent						
Temporary						
TOTAL						

The following Team Skill Matrix identifies the skills that are relevant to the role in the contract team and are required for successful execution of the contract:

Expert Name			
Role:	(e.g., System Engineer, Project Manager, Programmer, etc)		
Knowledge	Knowledge Level	Resume Page Reference	Comments
Experience	Knowledge Level	Resume Page Reference	Comments
Additional Knowledge and Experience	Knowledge Level	Resume Page Reference	Comments

Experience indicated in the matrix is backed up in the individual's resume.

We have used the following ratings in order to accurately reflect the skill ratings of our team:

U	Understanding	Has exposure to education in the subject area but has not used this skill set in practice.
W	Working	Has limited working experience using this skill set.
P	Proficient	Has hands-on experience using this skill set to implement between 2 to 5 projects of various scope/complexity.
X	Expert	Has hands-on experience using this skill set in a key role to implement more than 5 projects of various scope/complexity.

7. **Comments and Suggestions on the Statement of Requirements.....**
8. **Quality Assurance / Managerial and Control Procedures.....**
9. **Equipment and Facilities.....**
10. **Bidder's Audit Agency.....**  
.....
11. **Organization of Firm.....**
12. **Bank Account Number and Bank Address.....**

The bank account into which payment should be made is the following:

Name -.....

In the capacity of .....

Signed .....

Duly authorized to sign the bid for and on behalf of .....

Dated on [-----] day of ], 22

Attachments:

1. Statement issued by a power of attorney authorizing the signatory of the Bid;
2. Audited financial statements;
3. Documents required as proof of the bidder's financial standing, as required in the BDS.
4. Certificates of satisfactory execution of contracts provided by contracting parties to the contracts successfully completed in the course of the past years, as required in the BDS.
5. Individual's resume, as required in the BDS.



**C. Curriculum Vitae for Proposed Personnel**

1. Proposed Position: \_\_\_\_\_

2. Name of Firm: \_\_\_\_\_

3. Name of Staff: \_\_\_\_\_

4. Date of Birth: \_\_\_\_\_ Nationality: \_\_\_\_\_

5. Education: \_\_\_\_\_

6. Membership of Professional Associations: \_\_\_\_\_

7. Other Training: \_\_\_\_\_

8. Countries of Work Experience: \_\_\_\_\_

9. Languages: \_\_\_\_\_

10. Employment Record: \_\_\_\_\_

From: \_\_\_\_\_ To: \_\_\_\_\_

Employer: \_\_\_\_\_

Positions held: \_\_\_\_\_

11. Detailed Tasks Assigned:

12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned:

Name of assignment or project: \_\_\_\_\_

Year: \_\_\_\_\_

Location: \_\_\_\_\_

Client: \_\_\_\_\_

Main project features: \_\_\_\_\_

Positions held: \_\_\_\_\_

Activities performed: \_\_\_\_\_

**13. Certification:**

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

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

Full name of authorized representative: \_\_\_\_\_

D.

**Form - Data on Joint Venture/Consortium**

Date:

Procurement Reference Number:

Alternative No:

1.	<b>Name of Joint Venture/Consortium</b>	
2.	<b>Managing Board's Address</b>	
	P.O. Box:	
	Street Address:	
	Town/City:	
	Post Code:	
	Country:	
	Telephone:	
	Facsimile:	
	E-mail address	
3.	<b>Agency in the Federal Democratic Republic of Ethiopia, if any (in the case of a joint venture/consortium with a foreign lead member)</b>	
	P.O. Box:	
	Street Address:	
	Town/City:	
	Post Code:	
	Telephone:	
	Facsimile:	
	E-mail address	
4.	<b>Names of Members</b>	
	Member 1	
	Member 2	
	Etc.	
5.	Name of Lead member	
6.	<b>Agreement governing the formation of the joint venture/consortium</b>	
	Date of signature	
	Place	
7.	Proposed proportion of responsibilities between members (in %) with indication of the type of the works to be performed by each	

Name .....

In the capacity of .....

Signed .....

Duly authorized to sign the bid for and on behalf of .....

Dated on [insert day] day of ], 22

*Note to Bidders: This Bid Security should be on the letterhead of the issuing Financial Institution and should be signed by a person with the proper authority to sign the Bid Security. It should be included by the Bidder in its bid.*

### F Bid Security

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

**Procurement Reference Number:** \_\_\_\_\_

**Alternative No:** \_\_\_\_\_

**To:** \_\_\_\_\_

Whereas \_\_\_\_\_ (hereinafter “the Bidder”) has submitted its bid dated \_\_\_\_\_ for Procurement reference Number \_\_\_\_\_ for the supply of \_\_\_\_\_, hereinafter called “the Bid.

KNOW ALL PEOPLE by these presents that WE \_\_\_\_\_, of \_\_\_\_\_ having our registered office at \_\_\_\_\_ (hereinafter “the Guarantor”), are bound unto \_\_\_\_\_ (hereinafter “the Contracting Authority”) in the sum of \_\_\_\_\_, for which payment well and truly to be made to the aforementioned Contracting Authority, the Guarantor binds itself, its successors or assignees by these presents. Sealed with the Common Seal of this Guarantor this \_\_\_\_\_ day of month \_\_\_\_\_, year \_\_\_\_\_.

THE CONDITIONS of this obligation are the following:

1. If the Bidder withdraws its bid during the period of bid validity specified by the Bidder in the Bid Submission Sheet, except as provided in ITB Sub-Clause 21.2; or
2. If the Bidder, having been notified of the acceptance of its bid by the Public Body, during the period of bid validity, fails or refuses to:
  - (a) Execute the Contract; or
  - (b) Furnish the Performance Security, in accordance with the ITB Clause 47; or

We undertake to pay the Public Body up to the above amount upon receipt of its first written demand, without the Public Body having to substantiate its demand, provided that in its demand the Public Body states that the amount claimed by it is due to it, owing to the occurrence of one or more of the above conditions, specifying the occurred conditions.

This security shall remain in force up to and including twenty-eight (28) days after the period of bid validity, and any demand in respect thereof should be received by the Guarantor no later than the above date.

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

In the capacity of \_\_\_\_\_

Signed \_\_\_\_\_

Duly authorized to sign the bid for and on behalf of:

Dated on \_\_\_\_\_ day of \_\_\_\_\_ 22

**Manufacturer's Authorization****Date:** \_\_\_\_\_**Procurement Reference Number:** \_\_\_\_\_**Alternative No:** \_\_\_\_\_**To:** \_\_\_\_\_*ADISS Ababa*

WHEREAS -----, who are official manufacturers of-----  
, having factories at -----, do hereby authorize located at (hereinafter  
the "Bidder") -----to submit a bid in relation to the Invitation  
for Bids indicated above, the purpose of which is to provide the following Information  
Technologies and other Goods, manufactured by us:-----.

and other Goods,

and to subsequently negotiate and sign the Contract with you.

We hereby confirm that, in case the bidding results in a Contract between you and the  
Bidder, the above-listed products will come with our full standard warranty.

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

In the capacity of \_\_\_\_\_

Signed: \_\_\_\_\_

Dated on \_\_\_\_\_ day of \_\_\_\_\_ 22

## **Section 5. Eligible Countries**

### **A. Eligible Countries**

**Procurement Reference Number:**-----

All countries are eligible except countries subject to the following provisions.

A country shall not be eligible if:

- (c). As a matter of law or official regulation, the Government of the Federal Democratic Republic of Ethiopia prohibits commercial relations with that country, provided that the Government of the Federal Democratic Republic of Ethiopia is satisfied that such exclusion does not preclude effective competition for the provision of goods or related services required; or
- (d). By an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Government of the Federal Democratic Republic of Ethiopia prohibits any import of Goods from that country or any payments to persons or entities in that country.

Part 2: Statement of Requirement

Section 6: Statement of Requirements

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Contents

- A. Required Format for Technical Offer-----
- B. Technical Specification +Technical Offer + Compliance Sheet -----
- C. Delivery, Implementation, and Completion Schedule -----

## Services and Related Goods Delivery Schedule and Delivery Destination

### 1. Delivery Destination/Place:

All service and related goods are delivered at Addis Ababa Technical Vocational Training and Technology Development Bureau for Arada, kolfe, Bole, Akaki, Yeka, Gulele, Addis Ketema, Nefas silk, kirkos sub cities and Head Office. work sites as incoterm (DDP).

Initial Delivery of all Service and related Goods:

- The initial commencement date shall be started after 45 consecutive days from signing of the contract.
- The six month Contract Agreement Time for the delivery of project will be 180 consecutive days or six (6) months starting from the signing of the contract.
- The bidder must be give their offer according to the templates indicated in section six (6).

### A. Required Format for Technical Offer

The Bidders are requested to complete the Technical Offer + Compliance Sheet template, as follows:

Description of Information Technologies, Materials, Other Goods, and Services

- 1.2 The fifth column of the Technical Offer + Compliance Sheet template allows the Bidder to provide detailed descriptions of the essential technical, performance, or other relevant characteristics of all key Information Technologies, Materials, other Goods, and Services offered in the bid (e.g., version, release, and model numbers). Without providing sufficient clear detail,

Bidders run the risk of their bids being declared non-responsive (the words “compliant” or “yes” are not sufficient).

- 1.3 To assist in the bid evaluation, the detailed descriptions should be organized and cross referenced in the same manner as the Bidder’s item-by-item commentary on the Technical Requirements described below. All information provided by cross reference must, at a minimum, include clear titles and page numbers

## **2.Item-by-Item Commentary on the Technical Requirements**

- 1.4 The seventh column of the Technical Offer + Compliance Sheet template allows the Bidder to provide an item-by-item commentary on the Public Body’s Technical Requirements, demonstrating the substantial responsiveness of the overall design of the System and the individual Information Technologies, Goods, and Services offered to those Requirements. The commentary shall include explicit cross references to the relevant pages in the supporting materials included in the bid. Whenever a discrepancy arises between the item-by-item commentary and any catalogs, technical specifications, or other preprinted materials submitted with the bid, the item-by-item commentary shall prevail.
- 1.5 The eighth column is to be left empty for the evaluator's remarks
- 2. Preliminary Project Plan**
- 2.1 The Bidder must prepare a Preliminary Project Plan describing, among other things, the methods and human and material resources that the Bidder proposes to employ in the design, management, coordination, and execution of all its responsibilities, if awarded the Contract, as well as the estimated duration and completion date for each major activity. The Preliminary Project Plan should also state the Bidder’s assessment of the major responsibilities of the Public Body and any other involved third parties in System supply and installation, as well as the Bidder’s proposal means for coordinating activities by each of the involved parties to avoid delays or interference.
- 2.2 In addition to the topics and points of emphasis, the Preliminary Project Plan **MUST** address .
- 3. Confirmation of Responsibility for Integration and Interoperability of Information Technologies**
- 3.1 The Bidder must submit a written confirmation that, if awarded the Contract, it shall accept responsibility for successful integration and interoperability of all the proposed Information Technologies included in the System, as further specified in the Bidding Document.

**B Technical Specification + Technical Offer + Compliance Sheet**

Place and Date: -----

Procurement Reference No.: -----

Line Item No.	Subsystem / Component / Item	Technical Specificati on Reference Number	Unit of Measure	Model /Brand	Country of origin	Qty	Specificat ion Offered by the Bidder	Com ply/ not com ply	Evaluation Committee's Remark on Specification Offered		
									Observa tions	Overall Compliance	
										yes	no
1	2	3	4	5	6	7	8	9	10	11	12
										<input type="checkbox"/>	<input type="checkbox"/>
										<input type="checkbox"/>	<input type="checkbox"/>
										<input type="checkbox"/>	<input type="checkbox"/>

Alternative No.: -----

To: -----

Ethiopia

Name -----

In the capacity of -----

Signed -----

Duly authorized to sign the bid for and on behalf of -----

Dated on day of, -----2022



Attachments:

1. Documentary technical evidence in accordance with ITB Clause 17 (if required in BDS);
2. Preliminary project Plan in accordance with ITB Clause 17.2(c);
3. Written Confirmation of Responsibility for Integration and Interoperability of Information Technologies in accordance with ITB Clause 17.2(d);
4. Manufacturer Authorization Letter in accordance with ITB Clause 5.6;
5. List of Proposed Subcontractors;
6. List of Proposed Software
7. ; List of Custom Materials.

## C. Delivery, Implementation, and Completion Schedule

Place and Date-----

Procurement Reference No.: -----

Alternative No.: -----

Line Item No.	Subsystem / Component / Item	Technical Specification Reference No.	Unit of Measure	Quantity	Delivery (Bidder to specify in the Preliminary Project Plan)	Installation (weeks from Effective Date)	Acceptance (weeks from Effective Date)	Delivery Completion period (days/weeks /months)	Site / Site Code	Liquidated Damages Milestone
1	2	3	4	5	6	7	8	9	10	11

To: -----

Name -----

In the capacity of : -----

Signed -----

Duly authorized to sign the bid for and on behalf of: -----

Dated on day of -----2022

**Statement of Requirement**

**Section 6. Statement of Requirements**

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**Acronyms:**

<b>Term</b>	<b>Description</b>
AADBO	Addis Ababa Democracy Building Office
AATVTTDB	Addis Ababa Technic Vocational Training & Technology Development Bureau
ERP	Enterprise Resource Planning
ERPS	Enterprise resource planning System
WERP	Web Based Enterprise resource planning
QOS	Quality of Service
SRS	Software Requirement Specification
BPR	Business Process Reengineering

**Background****a. Introduction**

Enterprise resource planning (ERP) is business process management software that allows an office to use a system of integrated applications to manage the business and automate back office functions. It attempts to integrate all departments and functions across a bureau onto a single computer system that can serve all those different departments' particular needs.

That is a tall order, building a single software program that serves the needs of people in finance as well as it does the people in human resources and in the warehouse. Each of those departments typically has its own functions manually for the particular ways that the department does its work. But ERP combines them all together into a single, integrated software program that runs off a single database so that the various departments can more easily share information and communicate with each other. ERP software typically consists of accounting and finance management system, Party Member Management system, Inventory Management system, Human resource management system, Payroll, Fixed asset management system, Planning and Scheduling System, Archiving and Correspondent Management modules, Get Entrance(visitor) management system, public compliant and community engagement system.

**IV. Existing Systems****a. Overview of the Existing System**

Addis Ababa Democracy Building Office has its own data center which have servers, storage, network system, security system and software like File management system is the only system hosted in the infrastructure, the remaining core-work process done manually.

**b. Problem of existing system (Manual System)**

Though some works like party member registration, finance, human resources, material registration and other office works done by manually. During data collection, Storing, organizing, analyzing, transferring and updating information the Addis Ababa Democracy Building Office face the following list of problems: -

- Too much paper work
- Large volume of repetitive tasks
- Lack of inter office communication
- Data inconsistency

- Redundancy of data
- High human involvement
- Poor reporting
- Very traditional Information transaction
- Lack of accurate and timely information
- There is no uniform reporting format
- Lack of centralized database to generate various reports for management decision-making processes.
- Document management and archiving is done manually and it takes too long to process.
- Financial and budgetary reports do not come out in time due to absence of integrated system.
- Planning is not performed based on actual data.
- Budgetary control system is not integrated with general account (costing) system
- Very poor Fixed Asset Management and control system
- Poor Inventory Management
- Data are scattered in everywhere
- The Existing manual system is time consuming and tedious
- Their current system Security is vulnerable...etc.



**V. Project Objectives****a. General Objective**

To develop and implement highly secured a Web base Enterprise resource planning System (ERPS) Solution with a minimum requirement describe in this document.

**b. Specific Objective**

The improvements in the service delivery efficiency would result in:

1. Eliminating existing problems manual system
2. Automating every functional unit of Addis Ababa Democracy Building Office as a main communication tool one to each other.
3. Improve document handling mechanisms
4. Reduction of the time required to apply and receive a service from Addis Ababa Democracy Building Office
5. Improvement in quality of services to the office
6. Actual Inventory Management
7. Very good party Members registration system
8. Very good handling of member's fee
9. Very good handling of Fixed Asset Management and control system.

Therefore, the objective of the project is to develop and implement highly secured a Web base Enterprise Resource Planning per requirements of the Addis Ababa Democracy Building Office.

**VI. Scope of the Project**

The scope of the proposed system is to develop a Web Based ERPS that can be run on computers and cell phones. ERPS will be implemented at Addis Ababa Democracy Building Office. The firm must provide end to end solutions (Everything should be done or managed by the firm). The scope of this system includes: -

- Analysis, design, implementation, configuration, commissioning, testing, deployment and training.
- Define and document requirements of each section in the Addis Ababa Democracy Building Office including interaction between sections/ business processes.
- The solution must provide alert and notification service through.

- The system must be integrated by itself and should be integrated with any applications .
- The firm shall be responsible for the installation, configuration and implementation of the software system and hardware.
- Implement the system and test with actual data at the working environment of the selected office and provide training to the target groups.
- The system should have a mobile-friendly interface for interoperability

## **VII. Functional Requirements**

### **a. Core Subsystems of the ERP**

1. Financial Management sub-system
2. Payroll Management sub-system
3. Purchasing Management sub-system
4. Material management sub-system
5. Human Resource Management sub-system
6. Planning and scheduling sub-system
7. Vehicles Management sub-system
8. Member Management sub-system
9. Gate Entrance (Visitor) Management sub-system
10. Reporting and Analysis

#### **Note:**

The requirements for all subsystem listed below are not fully described, it is only meant to express the sub systems. The firm is expected to identify the problems and the solution exhaustively.

### **b. Details of the Functional Requirements**

#### **(a). Financial Management Sub System**

The following sections identify specific requirements that every qualified Core financial system must deliver. These requirements provide the basic information and control needed by Addis Ababa Democracy Building Office to perform financial management functions, manage the financial operations of main Addis Ababa Democracy Building Office, and report on the lower body's financial status to main Addis Ababa Democracy Building Office.

The major functions supported by Core financial system requirements are as follows: -

- System Management
  - Accounting Classification
  - System-Generated Transactions
  - Audit Trails
- General Ledger Management
  - General Ledger Account Definition
  - Transaction Definition
  - General Ledger Updating and Editing
  - Upward/Downward Spending Adjustments
  - General Ledger Analysis and Reconciliation
  - Accounting Period Maintenance and Closing
  - Financial Reporting
- Budgetary Resource Management
  - Budget Planning
  - Budget Preparation
  - Budget Authority
  - Funds Distribution
  - Funds Control
  - Funds Status.
- Payment Management
  - Payee Information Maintenance
  - Accounts Payable
  - Invoicing
  - Disbursing
  - Payment Follow-Up.
- Receivable Management
  - Users Information Maintenance
  - Receivables and Billing
  - Debt Management
  - Collections and Offsets.
- Cost Management

- Cost Setup and Accumulation
  - Cost Distribution
  - Cost Reporting.
- Fund Balance with Treasury Management
  - Treasury Information Maintenance
  - Payment Confirmation Process
  - Reconciliation and Reporting.

**(b). Purchasing management sub-system**

The Purchase Management System focuses on the management of the goods/asset purchase in the Addis Ababa Democracy Building Office. The system focuses on creating well defined purchase reports. When an employee creates an asset request, he/she may then submit it. The next approval authority can view the request with the asset details. He/she may then have to either approve the request or reject it with his comments. The requestor, at every stage will be communicated by mail regarding the current status of his request.

Features should be included in the system:

- The system should allow acceptance of the needed items (Recognition of needs)
- The system should allow Description of need
- The system should allow Determination of prices
- The system should allow Preparation of purchase request
- The system should allow Preparation of purchase order
- The system should allow Selection of suppliers
- The system should allow Placing the order with a selected supplier
- The system should allow Monitoring and follow up the order
- The system should allow Receiving the ordered materials
- The system should allow Inspection and checkup the quality of items
- The system should allow Checking and approving for payment to supplier
- The system should allow to check the legal compliance of the bid competitors with the regulation and perform the competition automatically for each competition.
- The system should identify winners of each competitions by item and/or category.
- The systems should allow to specified deadline and schedule of winners.
- The system should allow to generate agreement document.

- The systems should record all details of the winner information for further administration, regulation and monitoring processes.
- Bidders should come with better options and more reliable functionalities.

**(c). Material Management Sub-system**

Material management is concerned with the planning, identification, storage, receiving and distribution of materials.

The purpose of material management is to assure that the right materials are in the right place, in the right quantities when needed.

The responsibility of material management is for the flow of materials from the time the materials are ordered, received, and stored until they are used is the basis of material management.

Material Management module Includes:

- Automate Building Administration issues
- Material Management consist the following fields.
  - Automate Materials Planning.
  - Maintain a complete product catalog based on product type that lists all assets owned by the office.
  - Automate warehouse management.
  - Automate inventory management, audit and inspection
  - Automate the process of material receiving and dispatching.
  - Value Analysis, Standardization and Variety Reduction.
  - Automation of management of material disposal and preservation.
  - Automate the process of material request and delivery.

**(d). Payroll Management sub-system**

- Human Resource Data collection activity
  - The systems should automatically fetch human resource data from HR and process for payroll for monthly bases.
  - System should maintain historical data of payroll and attendance of each employee. Supports both payroll-related data and personnel-related data in a logically integrated database and/or interfaced system.
  - System should generate payroll considering all deductions and addition based on the laws of Ethiopia.

- System should allow to make global and specific configuration of payroll for any special conditions.
- System should allow to prepare salary payment order to banks based on the required template and document format.
- Calculates gross pay and allowances, deductions, employer contributions, and net pay for each employee. generate the employee pay slip.
- Time and Attendance
  - Processing and Collects time and attendance and staff-related data from staff reference tables on a daily, weekly, and/or biweekly basis as required.
  - System should consider attendance data for payroll preparation as per requirement of the client.

**(e). Human Resource Management sub-system**

The HRM business process is responsible for recruitment and staffing, organizing and keeping employees detail record, preparing and handling duties and responsibilities, handling Organization and classifications, vacancies, trainings, leave, preparing budget of the business process.

**Major features of the HRM are:**

Maintain personnel files records of the employee

Prepare human resource development plan

Monitor proper implementations of short term training programs as per the directives

Study organizational structure and classified jobs

- Review the existing skill, experience and qualifications directives
- Maintain chart of positions, training, educational and experience requirements for each position along with duties and responsibilities.

Study, propose and Administer various allowances, incentives and benefits

Maintain Staffing and Recruitment : (by transfer, promotion or recruitment)

Accept budget and position requests made by different business processes

Present the position request to management and boards

Look for the potential candidates from the database. If found fill the position either by transfer or promotion.

Advertise the post (radio, News Paper, or through an employment agency) per the regulation of the enterprise.

Collect Applications/CV

Conduct evaluation and/or Interviews and select the applicants

Recruit new employees either based on the evaluation result or direct when recommended. The selected employees information is entered into the system and used through the history of the employee in the enterprise.

Manages and Administers

- o Employee record

Every employee record must be associated with a business

process/division/section in the organization structure.

Salary of employees must be associated with the salary scale table. Store photos of employees along with other details

- o Manage Temporary Employee

- o Manage Allowances: Transport Allowance, Position Allowance, hardship ....

- o Manage Absenteeism: follow regularly and send to the payroll section online.

- o Manage Leave:-

- Leave request format.
- Should allow setting of Holidays once every year.
- Keep track of leave details of employees Automatically calculate the balance.
- Leave history
- Send leave information to the finance system
- Allocate leave for new employees based on the rule of

Addis Ababa Democracy Building Office

- Should handle half day leaves.
- o Disciplinary measure
- o Training: keep track of training history and training schedule
- o Salary and Position Progress : Keep history of position and salary progress
- o Manage Uniforms
  - Archive and Correspondent
  - Court Case Management
  - Complaint Management
  - Retirement module (which handles all retirement related activities; preparing an alert letter, pension forms,... )
  - Employee performance evaluation

Manage Transfer, Promotion, Termination, Disciplinary Measures and Performance Administration

Maintain salary scale

The HRM sub system must also interact with the payroll, property administration and core finance sub systems

Document management – internal staff

Organization structure management

Keep history of employee (previous employers, experience, education, family ...)

Handle salary increment for all active employees based on the collective agreement

Allow marking/making of employees active/inactive (suspension, firing, resignation, death, and leave without payment ....) so that any payments, withdrawal of items ... is blocked.

Must allow working hour/time management (shift and half day works)

Reporting Requirements in the HRM System



Employee Master List containing No of employees, new employees recruited; during a given period ....

Staffs grouped by business process, division, title, education, experience, age, type of employment (permanent, contract, temporary) ....

Leave Report; List of staffs against leave balance, number of leaves taken during a given period, annual leave schedule, employee leave history

- List of employees on the verge of retirement, extended retirement
- List of staffs resigned/terminated grouped by reason for resignation during a given period.
- Overtime worked during a given period
- Performance appraisal and management
- List of available vacant posts with details
- Changes in position and salary during a given period.
- Attendance Report
- Attendance controlling system with device
- Performance appraisal report

**(f). Planning and Scheduling**

- The system should have a planning functionality which interface with all business processes:-
- All the available formats should be included to collect/provide data from/to different sections for planning and budgeting purpose
- Should allow other sections in the office to access planning data online
- Generate performance reports against the plan
- Available schedule should be handled for guest reservation.
  - Appointment scheduler
  - Appointment scheduling
  - Daily, weekly and monthly view
  - Quick follow up appointment booking

**(g). Vehicles Management System**

- Maintain Vehicle information
- Fuel log: maintain the complete fuel log history of the vehicles
- Service schedules
  - Service schedules display a complete list of service that has been scheduled for the selected vehicles. And it must have a color coded status indicator

identifies whether the service is up to date (Green), coming soon (Yellow), or overdue (Red)

- Service log
  - The service logs the list of service that has been completed for the selected vehicle. The sum total of all service log expenses that have been entered for the selected vehicles must be displayed

**(h). Members Management Sub-System**

- System should maintain the organization and reporting structure of the cells and members.
- System should allow to organizations/branches/cells to manage their own information and allow to report to the corresponding department.
- System should maintain full information and profiles of members along with their organizations and structures.
- System should allow to register and identify candidates, supporters and/or volunteers from the list/registration.
- System should allow to distinguish newly registered, candidates, full members and supporters and manage accordingly.
- System should allow to maintain list of leaders along with their responsibilities and reporting hierarchies
- System should allow to encode and show the status of members monthly membership payment and other commitments.
- System should allow to organizations in lower administrative level to have their own working account manage their own member information, activities, payment and other membership commitments.
- System should allow to setup payment and associate with member according to salary information
- Systems should allow to maintain information about member's fee/payment.
- System should associate reports with real-time graphical data for easy visualization and reporting.
- System should have a dynamic reporting capability.
- Systems should be able to show reports in different format about the members (by all attribute. i.e., age, gender, location etc....)
- System should have alert, notification and messaging features on predefined thresholds and settings.
- Systems should be able to provide a Temporary ID card to registered members.
- Registers the complete details of the member who wants to submit the complaints.
- Registers the complete details of the complaints: - complaints, victims, perpetrators, sources, circumstances. Record information about complaint handling workflow: registration, allocation to a particular individual, decision on admissibility, tracking of steps taken to find a remedy.
- Allowing member to view status of the complaint.
- Allowing members to search for complaints and updates the status.
- The system generates reports that depict the up-to-date information about the current status of various records. The various types of reports that will be

generated in the system may be time-oriented reports, status-oriented reports, complaints wise reports etc.

- Report on the activities in resolving complaints: listings of cases by status, determination of duration to find a remedy, etc.
- Holds a scanned copy of all documents provided on hardcopy and soft copy templates, forms and documents and enables searching and archiving of documents.

**(i). Gate Entrance (Visitor) Management Sub-system**

- Systems should allow officers to register guests' information and estimated time of entry/appointment time and other related information.
- System should allow to push notification to visitors, officers, managers and gate keepers about the appointment, schedule and place of appointment.
- The system should allow keep track of all the visitor's check-in and check-out status.
- The system should allow to retrieve, show visitor details and visitors top previous visit history when required by gatekeepers for verification and permission.
- System should show visitors list along with time and place of appointment or due on the gatekeepers' terminal computer or devices.
- Systems should be able to notify (through SMS and/or Email) to the officer or concerned staff of office on the visitor's arrival.
- After visitor exit the premises, the system should store the information in the archive for specific time.

**(j). Report and Analysis**

This includes the following:-

- Generating different Statistical, Financial, Graphical and Parameterized reports as per Addis Ababa Democracy Building Office requirement for all subsystem.
- The system should support Alert Management. Alerts can be sent if threshold is certain or breached (e.g., for planning and scheduling: - Green for good performance, Yellow for average or Red for poor performance, in the same way this alert for other sub system).
- Alerts can be published through dashboard, portal. Email and SMS to authorized user (s)
- The system should provide Alarming and notification Indicators (like pop up message).

**VIII. Minimum Hardware Requirements****a. Bill of Material**

<b>NO</b>	<b>Description</b>	<b>Quantity</b>
1	Servers	2
2	Workstations with Accessories	1
3	Smart TV Screen for Executive Dashboard Display	1

**b. Servers (Quantity = Two)**

<b>Feature</b>	<b>Description Of Minimum Requirement</b>	<b>Compliance</b>
Brand Name	To be mentioned by the bidder	
Model	To be mentioned by the bidder	
Country of origin	To be mentioned by the bidder	
Processor	Up to two 2nd Generation Intel® Xeon® Scalable processors, up to 28 cores per processor	
Memory	1TB, Support up to 3Tb RAM	
Storage controllers	Internal Controllers: PERC H330, H730P, H740P, HBA330  External Controllers: H840, 12 Gbps SAS HBA	
Storage	Front drive bays: up to 8 x 3.5” SAS/SATA HDD max 128TB	
Power Supplies	750W Platinum 750W 240VDC Platinum  1100W Platinum 1100W 380VDC Platinum	
Power redundancy	Hot plug power supplies with full redundancy option  6 fans with N +1 redundancy	
Form factor:	Rack (2U)	

Feature	Description Of Minimum Requirement	Compliance
Supported operating systems	Canonical® Ubuntu® LTS Citrix® Hypervisor  Microsoft® Windows Server® LTSC with Hyper-V Oracle® Linux etc	
Warranty	3 Years	

**CWorkstations with Accessories (Quantity = One)**

Requirement descriptions	Minimum specifications	compliance
Processor	Core i-5 3.2 GHZ (or higher), 8 MB min. Cache, 4 core, 4.8 Gt-CPU	
Memory	16 GB D D R 3 UDIMM, RDIMM 1600 MHz,  expandable to 32 GB	
HDD (SATA):	1 TB x 3 nos HDD (7200 rpm, 16MB cache) (For data app. and O/S)	
MB based Storage Controller	SATA Controller with RAID 0, 1.	
HDMI outputs.	27" LED color monitor, aperture grill, anti-reflective,	
Resolution	1920x1080 or better, 24 bits color	
Energy star compliant & compatible with graphic card	DVI-D, HDMI compatible	
Keyboard	Standard Keyboard	
Mouse	Optical Scroll Mouse	
PCI Slots	4 PCI/PCI Express including 1 PCI	

Requirement descriptions	Minimum specifications	compliance
	Express X 16	
Bays	Total 4 Bays (2 internal, 2 external)	
Ports	6 USB 2.0, RJ-45, audio in, audio out, mic in)	
Cabinet	Mini tower	
Blue Ray	Blue Ray writer	
Optical Drive	8 X DVD writer	
Networking	Integrated 100/1000 GB/s port	
Operating System	Microsoft Windows 11 Professional preloaded (with OEM PACK media.)	
Warranty	1 Year	

**D.Smart TV Screen for Executive Dashboard Display (Quantity = One)**

Requirement descriptions	Minimum specifications	compliance
Brightness (Typ.)	400 (with Touch glass), 500(without Touch Glass) nits	
Processor	Cortex A72 1.7GHz Quad-Core CPU	
Storage (FDM)	8GB	
Diagonal Size	43" diagonal,	
Resolution	3840*2160 (4K UHD)	
Response Time-total	<8 sec	
Contrast Ratio	<5000:1	
Power	Input signal specifications (power): 100-240VAC 50/60Hz	
Maximum Operating Viewing Angle(H/V)	24 hours/day 178/178	
Display Colors	16.7M	

Requirement descriptions	Minimum specifications	compliance
Input	RGB: -DVI-D, Display Port 1.2 (1)  Video: -HDMI 2.0 (2), HDCP HDCP2.2	
Output	RGB :-HDMI 2.0 (Loop-out)  Audio:- Stereo mini Jack	
External control	RS232C(in/out) thru stereo jack, RJ45	
Warranty	1 Year	

### IX. Non-functional Requirements

In the foregoing sections the functional requirements of the solution has been articulated to meet the essential outputs from each component part of it. The following are the list of non-functional requirements to be met by the proposed Solution. These lists are indicative and more exhaustive non-functional requirements should be proposed by the bidder based on software development standards and best practices. The bidder must also specify its own methodology how it can measure and comply the non-functional requirements.

- **Usability:** The solution should be built according to the highest GUI standards, significantly assist users to understand the business process, thus reducing the need for user support. The platform should support all common browsers, platform independent (both Hardware and software) and have adequate basic and advanced search mechanisms. Moreover, the system should have interactive and clear messaging system to inform users about errors, confirmations, and other on-screen notifications along with validation of data entries. And also,
  - The web interface should be intuitive and easily navigable. Users should be able to understand the menu and options provided by the system with little or no previous experience.
  - Any notification or error messages generated by the system shall be clear, succinct, polite and free of jargon.
  - The system should also allow users to select a default language in which the user interface is displayed. Moreover, the date, sorting, and searching features shall be customized accordingly in local languages.



- The solution shall have centralized common data access functionalities in order to make the application easier to configure and maintain
- **Performance** – The system must have ability to deliver results within unnoticeable time.
  - Response time of the new system should be less than 2 second most of the time.
  - The system shall be able to handle at least 1000 transactions/inquiries per second.
  - The system shall show no visible deterioration in response time as the number of users increases.
  - The system should support maximum concurrent users.
  - CPU and memory: the system should be developed in a manner where they can consume less memory and CPU. They should be profiled for CPU and memory usage using their respective platforms.
- **Reliability:** The system is expected to be highly reliable. The bidder should propose the degree of reliability of its proposed system in relation to the reliability of the system's components, allowing reliability requirements to be expressed at the component/unit level, rather than entire system level. Moreover:
  - The system shall be available 24 hours a day, 7 days a week.
  - The system shall always provide real time information.
  - The solution shall be robust enough to have a high degree of fault tolerance. For example, if the user enters garbage or a value too large, the system should not crash and shall identify the invalid input and produce a suitable error message.
  - The solution shall be able to recover from hardware failures, power failures and other natural catastrophes and rollback the databases to their most recent valid state.
- **Interpretability:** The system is expected to be interoperable in heterogeneous IT environment and platforms. It should also support multi-lingual and multi-channel accessibility. The proposed system can be realized in a way which enables interoperability with existing legacy systems, allowing the re-use of existing systems and minimizing the costs for public administrations.
- **Scalability:** The solution should be designed to meet significantly larger transactional load. The efficiency, in which this can be done, in terms of cost, time, quality, etc., can determine the scalability of the system. The system shall be scalable with respect to the following requirements while maintaining the optimum performance of the system

- Number of users
- Number of sites (new instances)
- Data storage capacity – document repository Etc.....
- **Maintainability:** - The system must have ability to be repaired or upgraded easily and rapidly without affecting reliability or availability of the system and with a minimal impact on system availability.
- **Integrity:** - Data integrity ensured that data is of high quality, correct, consistent and accessible, in is important to follow rules governing data integrity. Hence the developed system will be tested for data and database integrity. The information value chain should create workflow with no boundary between the modules thus providing sound reporting, reduced errors and omissions, and reconciliation efforts. The integration interface should enforce that the system follows the Ethiopian government Interoperability Framework (eGIF) Meta data framework to support logical and physical data structure.

#### **X. Integration Requirement**

- The system is required to be integrated with the already existing website, in a such a way that members registered in the ERP system can submit complains and participate in members forum on through the website.
- Submission of the users complain and comment or suggestion should be allowed by the system through the website by checking if the member is registered in the systems, by allowing the members to enter registration code or phone number or email and send a onetime passcode (OTP) to either of two then open form to allow member to submit opinions or complains.
- The System should integrate with federal democratic building office in the future.

#### **XI. System Security and User Management Requirements**

##### **a. General Requirements**

- In addition to the management, administration, and security requirements specified in each sections covering the various software components of the System, the System must also provide for the following management, administration, and security features at the overall system level.
- Any access to the organization's information processing facilities and processing and communication of information by external parties should be controlled.
- The risks to the organization's information and information processing facilities from business processes involving external parties should be identified and appropriate controls implemented before granting access.

- All identified security requirements should be addressed before giving customers access to the organization's information or assets.
  - Security roles and responsibilities of employees, Suppliers and third-party users should be defined and documented in accordance with the organization's information security policy.
  - The access rights of all employees, Suppliers and third-party users to information and information processing facilities should be removed upon termination of their employment, contract or agreement, or adjusted upon change.
  - Development, test, and operational facilities should be separated to reduce the risks of unauthorized access or changes to the operational system.
  - Unauthorized mobile code should be prevented from executing.
  - Information involved in on-line transactions should be protected to prevent incomplete transmission, miss-routing, unauthorized message alteration, unauthorized disclosure, unauthorized message duplication or replay.
  - Logging facilities and log information should be protected against tampering and unauthorized access.
  - System administrator and system operator activities should be logged.
  - Faults should be logged, analyzed, and appropriate action taken.
  - The allocation and use of privileges should be restricted and controlled.
  - The allocation of passwords should be controlled through a formal management process.
  - Users should be required to follow good security practices in the selection and use of passwords.
  - Appropriate authentication methods should be used to control access by remote users.
  - Inactive sessions should shut down after a defined period of inactivity.
  - Unauthorized Access to program source code should be restricted.
  - The implementation of changes should be controlled by the use of formal change control procedures.
  - Modifications to software packages should be discouraged, limited to necessary changes, and all changes should be strictly controlled.
  - Information security events should be reported appropriately
- 
- The proposed system should be designed to maintain high-level of security. The required specifications need to be proposed for ensuring adequate authentication, authorization, digital signature, non-repudiation, data integrity and encryption. As a minimum, the new system will implement role-based security subsystem based on

globally accepted Membership Management framework. It will allow access to features of the system based on the roles assigned to systems based on the security policy. The security mechanisms proposed should provide a secure communication interface. And also,

- All the transactional communication and administration processes should proceed through Secured Communication (SSL) Channel.
- Only system administrator has the right to change system parameters, such as policy etc. The system should be secure and must use encryption to protect the databases.
- All users of the system including system administrator should be audited/controlled by other built-in account
- Users need to be authenticated and authorized before having any access to the system.

The security Section describes the need to control access to the data. This includes controlling who may view approve and alter users' and applications' data.

- **Password Policy:** - Should allow different password policies to configure.
- **Input Validation:** - Avoid untrusted inputs; consider centralized input validation. Do not depend on client-side validation. Validate for type, length, format, and range.
- **Authentication:** Partition sites by Anonymous, Identified, and Authenticated areas. Use strong passwords. Support password expiration periods and account disablement. Encrypt communication channels to protect authentication tokens. Do not send passwords over the wire in plaintext (Pass forms authentication cookies only over HTTPS connections). Protect authentication cookies.
- **Configuration Management:** Secure the administration interfaces. Use least privileged process and service accounts. Do not store credentials in plaintext. Use strong authentication and authorization on administration interfaces. Secure the communication channel for remote administration. Avoid storing sensitive data in the Web space.
- **Sensitive Data:** Encrypt sensitive data over the wire. Secure the communication channel. Provide strong access controls on sensitive data stores. Do not store sensitive data in persistent cookies.
- **Session Management:** Use Secure Socket Layer (SSL) to protect session authentication cookies, Limit the session lifetime. Secure the channel. Encrypt the contents of authentication cookies. Protect session state from unauthorized access.

- **Auditing and Logging:** Identify malicious behavior. Know what good traffic looks like. Audit and log activity through all of the application tiers. Secure access to log files. Audit and log security, transactions/changes events. Do not log private data such as passwords. Back up and regularly analyze log files.
- State the consequences of the following breaches of security in the subject application:
  - Disclosure of Government secrets
  - Disclosure of privileged information about individuals
  - Erasure of contamination of application data
  - State the type(s) of security required. Include the need for the following as appropriate:
    - State if there is a need to control access to the facility housing the application.
    - State the need to control access by class of users. For example, “No user may access any part of this application that does not have at least a (specified) clearance.”
    - State the need to control access by data attributes. State, for example, if one group of users may view an attribute but may not update it while another type of user may update or view it.
    - State the need to control access based on system function. State for example, if there is a need to grant one type of user access to certain system functions but not to others. For example, “This function is available only to the system administrator.”
    - State if there is a need for accreditation of the security measures adopted for this application. For example, C2 protection must be certified by an independent authorized organization.

#### b. System Security Requirement

#### (k). Common System Security Risk and Error Avoidance

The bidder **MUST** clearly demonstrate how the following web-based application security risks and common system errors will be avoided what tools/mechanism will be used to minimize the risks during Development, Testing & Quality Assurance stage. And the bidder **MUST** ensure that issues will be handled by the System Audits and Logs.

The systems Security Testing and Evaluation process should be made by performing each of the following component investigation in details.

- Input control

- Output control
- Authentication control
- Authorization control
- Session management control
- Logging and Auditing and
- Use of encryption

(l). **Security Risk & Vulnerability Avoidance**

The bidder **MUST** demonstrate proposed actions and solutions to counteract the following System Security Risks and Vulnerabilities, and **MUST** ensure that the system will be protected from those Risks.

- Broken Authentication and Session Management
- Insecure Direct Object References
- Security misconfiguration
- Sensitive Data Exposure
- Missing Function Level Access Control
- Using Components with Known Vulnerabilities
- Un-validated Redirects and Forwards

(m). **System Security Error Avoidance**

The bidder **MUST** demonstrate proposed actions and solutions to counteract the following common errors, and **MUST** ensure that the system avoids the following errors.

(n). **Insecure Interaction between Components**

These weaknesses are related to insecure ways in which data is sent and received between separate components, modules, programs, processes, threads, or systems.

- Improper Neutralization of Special Elements used in an SQL Command ('SQL Injection')
- Improper Neutralization of Special Elements used in an OS Command ('OS Command Injection')

- Improper Neutralization of Input During Web Page Generation ('Cross-site Scripting')
- Unrestricted Upload of File with Dangerous Type
- Cross-Site Request Forgery (CSRF)
- URL Redirection to Untrusted Site ('Open Redirect')

(o). Risky Resource Management The weaknesses in this category are related to ways in which software does not properly manage the creation, usage, transfer, or destruction of important system resources.

- Buffer Copy without Checking Size of Input ('Classic Buffer Overflow')
- Improper Limitation of a Pathname to a Restricted Directory ('Path Traversal')
- Download of Code Without Integrity Check
- Inclusion of Functionality from Untrusted Control Sphere
- Use of Potentially Dangerous Function
- Incorrect Calculation of Buffer Size
- Uncontrolled Format String
- Integer Overflow or Wraparound

(p). Porous Defenses The weaknesses in this category are related to defensive techniques that are often misused, abused, or just plain ignored.

- Missing Authentication for Critical Function
- Missing Authorization
- Use of Hard-coded Credentials
- Missing Encryption of Sensitive Data
- Reliance on Untrusted Inputs in a Security Decision
- Execution with Unnecessary Privileges
- Incorrect Authorization
- Incorrect Permission Assignment for Critical Resource
- Use of a Broken or Risky Cryptographic Algorithm
- Improper Restriction of Excessive Authentication Attempts
- Use of a One-Way Hash without a Salt

(q). Validate all inputs and sanitize all outputs

All input data must be validated, input data validation should occur in the following sequence:

- Decode the data before performing the validation
- Check for length criteria
- Check for acceptable data types
- Check for unacceptable data types

All outputs must be sanitized to ensure outputs do not disclose too much information, especially for error messages which can provide too much information that an attacker can use to exploit security weaknesses. For error handling of input data, the error message should not disclose too much information.

For example, when there is an invalid user ID and/or password entered, the error message should not reveal what component entered, whether it's the user ID or password, which caused the error. The message should be general (e.g., invalid entry) and not disclose more information than necessary.

c. User Management and Administration

(r). Maintain separation of duties

- The entity that approves an action, the entity that carries out an action, and the entity that monitors that action must be separate. The system should eliminate the possibility of a single user from carrying out and hiding a prohibited action.
- System administrators should not be users of the application because application administrators inherit privileged access in the application. In a situation where the application administrator is also an application user, maintain separate accounts, one as the application administrator and one as the application user.
- The use of the application administrator account **MUST** be used exclusively for authorized administrative tasks only.

(s). Verify all user authentication and authorization

- There **MUST** be a security control mechanism to authenticate the identity of the user. This should be handled with User ID account and password. The password must be sufficiently long and complex, consisting of alphanumeric characters and special characters, or based on the predefined security policies.
- After the user is authenticated, a security control mechanism **MUST** also ensure that the user's access rights to the data must be limited to only his authorized access level. The system should implement user access with the least privilege.
- All authentications must use transmission encryption and do not make logon or authentication cookies persistent.



(t). Assign user with the least privilege access level

- Access to system **MUST** be granted with the least privilege to ensure that accounts have the least amount of privilege required to perform their job function and responsibility.
- The user's access rights and privileges must be limited to perform only tasks that the user is authorized and not beyond his authority. Also, before the access is granted, there should be a way to ensure that appropriate authorization is obtained from the requestor's manager and the data owner.

(u). Do not automatically trust access from other systems

The systems access validation must be checked when a request is initiated by the external system. All external systems should be treated in a similar fashion.

(v). Maintain up-to-date security fixes and patches

Once security issues are identified, the bidder should release security fixes or patches to prevent activities of the vulnerabilities.

(w). Maintain Audit Logs

- Audit Logging procedures must be documented. Audit logs recording user activities, exceptions, and information security events must be produced.
- Where technically feasible, recorded events must include: Security administration activities; Restricted account access; Logon/logoff success and failure; Unsuccessful attempts to access systems or information; Malicious behavior/activities; Security risks, Vulnerabilities, Errors, Traffic conditions, Transactions, Changes, etc. Private data such as Passwords should not be logged.
- Logs files must be secured. Log files must be locked, so that only super administrators have access to them. Put logs to a separate device if possible. Back up and regularly analyze log files
- Logs must be protected to prevent the following: alterations to the recorded messages; editing or deletion of log files; log storage capacity being exceeded; viewing of confidential information in logs by unauthorized individuals.
- The system should have the audit and log capability of all tiers in centralized form.
- The Audit and logs files should maintain: date/time stamp; length of time in record; who accessed what, and for how long information; Dates and times of activity; Source of connection/access; and monthly/weekly/daily transaction volumes.

**(x). Administrative Privileges**

- The system should allow implementing focused auditing on the use of administrative privileged functions and monitor for abnormal behavior.
- The system should allow to configure all administrative passwords to be complex and contain letters, numbers, and special characters intermixed, and with no dictionary words present in the password.
- The system should allow enforcing to change all default passwords and enforce to be changed on a periodic basis.
- The users and Administrators passwords should be hashed or encrypted in storage.
- Files containing these encrypted or hashed passwords required for systems to authenticate users should be readable only with super-user privileges.
- The system should allow configuring the administrator so that passwords cannot be re-used within a timeframe.
- The system should allow issuing a log entry and alerting when an account is added to or removed from Administrators' group, or when a new local administrator account is added on a system.
- The system should allow issuing a log entry and alerting when unsuccessful login to an administrative account is attempted.
- The system should allow creating and defining different password policies to define settings like: length, special characters, expiry, resetting, inactive, timeout, etc.
- The systems should allow creating different group of users and allow assigning password policies for group or individual level.
- The system MUST allow creating and defining different Access Controls Policies and allow assigning these policies to group or individual users.
- The system MUST automatically activate or deactivate the Users Accounts by retrieving the Individuals Leave, Resign, and Other Actions from the Organizations Human Resource Management System.

**(y). Authenticated Session Management**

- The system should always generate a new session ID for each new login requests.
- The system should assign a new session ID after successful login for applications that require authentication.
- The system should use encryption to protect the authenticated Session ID in transport from server to client.
- The system should not allow identifying users or individuals.
- The system should destroy the session related information at logout.

- The system should implement security session timeout to protect sensitive data.
- The system should preserve the users work before expiring the session so data entry is not lost.

## **XII. System Implementation Activities**

The bidder shall undertake the following activities

### **a. System Study, Requirement gathering and analysis**

- The Implementing Firm shall prepare a Project Plan for the entire project that covers detailed tasks which are intended to be performed as part of the project
- The Implementing firm shall prepare a responsibilities matrix including support arrangements that are expected from the democratic building office and TVTTDB,
- The Implementing Firm shall prepare an inception report, which will serve as the basis document for all activities related to the project and the inception report should be approved by the democratic building office and TVTTDB before proceeding to the next phase
- Gather detailed Functional Requirement Specifications (FRS) and system requirements Specifications using various methodologies
- The complete workflow of all processes in the specified modules has to be automated.
- The firm must map the Functional Requirements to the proposed solution and analyze the existing gaps between the Functional Requirements and the functionalities provided by the solution.
- The Implementing Firm should identify the customization requirements for the implementation.
- Based on the above study, the bidder shall prepare and submit a Software Requirement Specification (SRS) Document; present the document to all stakeholders collect comments, and amend SRS accordingly. This has to be accepted and approved by the democratic building office and TVTTDB.

### **b. High Level System Design**

- **Design Requirements:** The design should be made considering system replication/redundancy, backup and recovery issues.
- After conducting a comprehensive analysis of the requirements for the solution,

- the Implementing Firm shall prepare system architecture and design documents for the project.
- The Architecture document should give the complete architecture of the proposed systems. The documents including, but not limited to the following, shall be submitted for a sign-off.
    - The overall architecture of the system
    - Application Functional architecture
    - Deployment Architecture
    - Format of all input screens including data entry requirements.
    - Format of all reports that would be generated by the solution.
    - Access control mechanisms, data security and audit trails to ensure that databases are not tampered with or modified by unauthorized users.
  - Build a complete audit trail of all transactions (for e.g., add, update and delete) using transaction log reports, so that errors in data, intentional or otherwise, can be traced and reversed. The most appropriate level of security commensurate with the value to that function for which it is deployed must be chosen. Access Controls must be provided to ensure that the databases are not tampered with or modified by the system operators. Implement data security to allow for changes in technology and business needs. Based on the requirements analysis conducted above, the Implementing Firm must develop a comprehensive solution for modules.
  - Design and Implementation of the System Architecture: The Implementing Firm shall be entirely responsible for the architecture of the system implemented to satisfy all features, functions, performance and security as described in this document. System architecture description provided in this document is for reference only. The Implementing Firm should ensure all possible and required improvements.
  - The system design must be such as to require the minimal installation, if at all, at the user's end, besides the Internet Browser. The solution should be able to support all latest common browsers (like Internet explorer, Mozilla, Chrome etc.).
  - The Implementing Firm shall consider users' inputs when they are finalizing all design components including user interfaces, mode of data entry, storage and retrieval, outputs reports, queries and the application design as a whole.
  - The Implementing Firm shall prepare the Solution Architecture, Hardware Deployment Architecture, Network Design, Security Architecture etc. for the system.
  - The Implementing Firm shall provide Plans for User Acceptance Tests (UAT) and System Integration Tests (SIT) including Performance Tests (PT) to the solution.
  - The Implementing Firm would be responsible for making sure that all the above

considerations are adequately met. The Implementing Firm shall deliver System Design and an architecture document covering the above aspects.

- c. Supply, installation, configuration, customization, integration and Testing of integrated modules together with the relevant and necessary database and other software.

The bidder shall supply, install, and fully implement the system with all the business and technical requirements. The Implementing Firm shall deploy a dedicated team experienced in customization, deployment and/ or integration of proposed system. Every custom development must be documented in detail and the code script should be properly annotated with comments.

- Configuring the specific sub-systems, third party bolt-on applications, development of interfaces wherever and whenever necessary.
- The proposed solution shall have user friendly interface, reporting tools, including browsing, and drill down capabilities.
- The system should have an ability to implement new workflows using graphical interface with minimal scripting. The proposed solution should provide response times, back-up, recovery, security, history, archive, help, audit trails, etc. in accordance with the best of contemporary standards
- The Implementing Firm shall ensure that the proposed system provides adequate interfacing mechanisms (both at the application and data level) with a view to integrating future applications. Such interfaces shall follow industry standards such as Application Programming Interface (API's) and web services.
- Implementing Firm shall supply the application, database and related software, integration tools, along with the customized source code and requisite perpetual licenses for system. The Implementing Firm shall also describe the process to be followed for installing and operating the same.
- The Implementing Firm shall create all necessary master files for the system.

- d. Preparation and set up of testing and production environment

The bidder shall install and setup the platform for the proposed solution - application and database on the Testing and Production server(s) in addition to the configuration of all system parameters and setup screens. The bidder shall use the Testing environment to conduct user trainings.

During the installation and acceptance stage, the software artifacts, online help, and initial production data are loaded onto the production server. At this point, all test cases are run to verify the correctness and completeness of the software. Successful execution of the test suite is a prerequisite to acceptance of the software by the customer.

After customer personnel have verified that the initial production data load is correct and the test suite has been executed with satisfactory results, the customer formally accepts the delivery of the software

e. Testing

The solution shall be tested to confirm that the system meets the requirement. The bidder shall perform all requisite testing at various phases of the development life cycle. Among other tests, at least performance, usability, load, security, unit, subsystem, integration, system and acceptance tests shall be conducted and reported by the firm in order to ensure that the solution meets the defined business and technical requirements. These tests shall be conducted to test the integrated system against functional specifications on a function-by-function basis with the objective to find discrepancy between the programs and functional specification. The system must not take more than 2 seconds to respond to remote user requests. The response time of pages shall be evaluated.

The firm shall use the following procedures for testing: -

- Test plan shall be prepared and reviewed.
- Test criteria shall be evolved.
- Test cases generated.
- The required environment shall be set up to conduct the test.
- Execute the test by applying generated test cases.
- Compare the actual result with expected result.
- See the outcome: test failed or test passed. This shall be determined based on the pass/fail criteria shall be agreed upon.

(z). Stop criteria for testing

The system test criteria stops when one of the following happened;

- The core functionality of the system failed.
- The user interface is difficult to learn and use (if the system is not user-friendly).

The firm must prepare a test plan for the corresponding requirements while preparing the system specification. democratic building office might carry out its own tests and/or use

3<sup>rd</sup> party testing tools or hire a vendor to verify the quality of the developed application or services.

(aa). **Support User Acceptance Testing**

The bidder shall assist the designated users to perform user acceptance testing of the complete solution. Once the users complete their testing, the complete solution will be tested by the Quality Assurance (QA) team of the democratic building office. All the observations identified during the above testing by designated users, QA, etc. should be rectified by the bidder before moving the solution to the production environment.

During acceptance testing, the testing shall conduct in the city government's real working environment by real users prior them to final transfer of ownership of the software. If the system passes the acceptance test successfully, it shall be deployed on the working environment and goes operational and bureau in turn shall execute the final payment as per the payment plan. The firm shall prepare the acceptance test criteria based on the requirements gathered, analyzed and approved SRS. This test shall be conducted against the end-user-needs. Users of the system perform the test, which the firm derives from the user requirements specification. The system pass/fail criteria shall be set on this phase. The system shall be accepted only when all the functional requirements are met as specified and pass the respective test successfully.

### **XIII. Software Source Codes**

The bidder must accept the provision of a lifetime warranty for maintaining the solution (the source code) in case of software product level failure. This lifetime warranty will not include adding more requirements, and technical support. If public body want to extend the support period, they can continue by signing SLA agreement for technical support and maintenance.

### **XIV. Knowledge Transfer Requirements**

a. **IT Professionals Training**

The bidder shall prepare an international experience visit and training on ERP for 10 (Ten) IT professionals, at least for a duration of 15 (Fifteen) working days, excluding travel days. Note: The expense for all travels, per diem, and any other expenses in relation to the visit shall be entirely covered by the firm and should be clearly seen in the financial document.

In addition to the above international experience program;

- The firm is also responsible to provide Standards Systems Administration and Maintenance Training for Ten (10) IT Staff at least 10 working days.
- The training should at least include:
  - ✓ Training on development tools (framework)
  - ✓ System and database development and administration
  - ✓ System Security
  - ✓ System Configuration
  - ✓ System Testing and
  - ✓ Systems troubleshooting, replication, maintenance, backup & recovery of the system.

IT-Professionals should cover the theoretical and practical sessions. And the trainees should participate on the system design, development, deployment and testing process.

b. End user Training

- The bidder shall train ~20 end users on the developed application for 5 working days and the bidder must provide “Hands-on” training on all the functionalities of the proposed solution for all the different types of users: End Users, Key Users, and Administrators.
- The bidder shall provide comprehensive training for end-users, data entry supervisors, operators and administrators.
- All the necessary expenses required for the training should be covered by the firm and should be clearly seen in the financial document.
- The bidder shall train all designated end users in using the developed application and train designated organizational system administration (technical users) on the administration and maintenance of the solution for at least five working days. The bidder must provide “Hands-on” training on all the functionalities of the proposed solution for all the different types of users: End Users, Key Users, and Administrators.
- The firm should deliver logistics and original training materials (in softcopy and hard copy).
- During the training the firm should provide necessary facilities and transportation for the trainee and it should mention in the bid document.
- Bidders should clearly state a detailed outline/schedule and duration of the trainings they plan to offer on the technical proposal.



**With respect to training, the firm shall:**

- provide well-qualified and experienced IT professional trainers curriculum vet (CV) documents.
- Trainers must have international certification for every course or training.
- apply the concept of 'training-the-trainers', i.e., focusing on enabling colleagues in the bureau with the materials and skills allowing them to proceed to further training events in the city;
- Provide training materials that are useful also as stand-alone reading materials for persons not having participated in any training event and have such materials available in English languages; the firm shall present draft versions of all training materials to bureau before the first intended use. The bureau shall give feedback and comment on the document;

**XV. Documentation**

The bidder shall provide all the documentation for installation, setup, customizations, system procedures, testing, training, etc.

1) Software requirements Specification (SRS)

The bidder shall develop an SRS based on the system study and requirement analysis. This document should capture the details of the existing system and the proposed systems. The document should clearly bring out the detailed processes of service delivery, classification of workflows based on hierarchy, importance, and other parameters which may arise out of this study.

2) System Analysis & Design Document (SADD)

The bidder shall develop the SADD based on the system analysis and design. The main purpose of this document is to set out the design considerations, business rules, solution architecture (software), security requirements – data security, application security, use of encryption algorithms, access levels, system configuration and requirements, database design – data dictionary, screen shot prototype – user interfaces, customization requirements and report requirements. This should also include parameter Set Up, Coding Structure of all File.

The solution architecture should provide technical readers with information about the overall solution's software architecture, its main logical components and subsystems and its important integration aspects

The SADD is to also include all aspects of the proposed solution's security related to data privacy, authentication, authorization scheme, etc. It should include:

- A complete description of user rights, roles and profiles
- Database access rights for the various database objects
- Security access mechanisms for external systems.

The SADD should also include a traceability matrix mapping the SADD against the SRS requirements.

### 3) Test report

The test report shall include the test plans, test data, test results for system testing and UAT.

### 4) User Manual and Online Help

This document should describe how to use the proposed application from the user's (end users and administrators) perspective. User manuals and online help should be provided for both end users, and Administrators.

### 5) Training Material

The bidder must provide Training material that covers all the features of the proposed system for all the different types of users: End Users, Key Users, and Administrators

### 6) Project Management Documentation

The bidder shall provide the following documentation as part of project management activities:

### 7) Project Charter

The Project charter covers the fundamentals, such as scope, general and specific objectives, defining constraints and assumptions, project organization, sponsor, project manager(s), user representatives, technical lead, staffing, budget, communications, planning, tracking, change control, system and document access, project plans and support requirements.

### 8) Master Project Plan

The master project plan is a consolidated view over the individual plans addressing the various aspects of the project.

#### 9) Project Schedule

The master project schedule complements the master project plan by providing timelines for all tasks identified and by sequencing the various activities according to milestones and deadlines, allocation of resources to all tasks.

The project schedule should include the work breakdown structure for the all the phases / activities of the project. It should include detail activities of the project using Gantt-chart with its full functionality.

#### 10) Logistics Plan

The logistics plan addresses the overall logistics requirements by the project team in terms of software needs, office access, office space, network connections, etc.

***NB:*** All additional software license (third party software) provided by the firm must be compatible with the existing infrastructure and the solution, in addition to this the firm should mention price per device.

#### 11) Risk Management Plan

The plan should include: the anticipated risks, the source of the risk, impact on the project, categorization of risk and how to avoid, or mitigate these risks, responsible person to take action for mitigation, etc. This document should be regularly updated and complete log of all risks should be maintained.

#### 12) Project Communication Plan

The communication plan should include how the project progress and issues will be communicated, how often, and by which means. There should be a weekly and monthly progress reporting on the project.

#### 13) Project Status Reporting

The bidder shall present the project progress status to Addis Ababa Democratic Building office and a technical committee assigned to overlook the progress of the project; on a periodic basis - weekly. The bidder shall submit this weekly project status report and also the minutes of this weekly meeting.

#### 14) Project Closure Report

At the end of the project, the bidder shall prepare a project closure report that will include:

- Original Project Plan and the revised Project Plan.
- Work breakdown structure
- Minutes of each meeting.
- Any project Changes / all change requests
- Lesson learned report
- Users Acceptance form.

### **XVI. Technical Support, Maintenance and Warranty**

The bidder shall provide three years technical support, maintenance and warranty for the software solution that starts immediately after go-live of the project.

The bidder should give on-site service depending on the severity of the problem and when bureau requests an off-site in other cases.

The bidder shall provide bug tracking system throughout the entire development and maintenance phase allowing a reporting and monitoring of bugs and suggestions for improvement regarding the technical features of the system, including the user interface.

All hardware items supplied for this project shall be under warranty based on the minimum warranty period specified in the technical specifications of the devices.

User support / hot line: [for example, specify: coverage period; response time and problem resolution performance standards; etc.]

The public body will set up a Support Unit who will work closely with the Contractor to achieve the support objectives. The bidder should be required to develop a support strategy, and is also required to provide a support structure to Addis Ababa Democratic building office.

Application support for the application already implemented along with any enhancement added as per the terms in this document. The support types include: fixing of problems related to the sector; fixing of any database issues; and verifying whether the application is working properly, backups are taken regularly and properly, all other issues related to the system at the central office.

The bidder **MUST** commit to providing on-going technical support for tuning and re-configuration at each site as requested by the client.

The bidder shall be responsible for provision of support for all components delivered on the project, even where the components have been delivered by the sub-contractor.

The bidder shall detail any guaranteed response time service, “hot line” service, remote on-line software diagnostics and fault escalation services offered.

The bidder will describe support facilities in the following terms:

- Staff levels of experience on and familiarity with the proposed system;
- Responsibility for support and maintenance.
- The average time required to repair types of system failure;
- Guaranteed response times;
- Details of any on-line service offered;
- The normal hours the support is available and options for outside normal hours support; and
- If bidder is not the manufacturer of the products offered, a commitment may be required from the manufacturer on their willingness and practicability of taking over servicing of the systems and equipment, should this become necessary in the future.

The bidder **MUST** maintain or provide an established and experienced support team in Ethiopia for all aspects of the system and for the duration of the support and maintenance agreement.

The Original System Developer and of Equipment Manufacturer must guarantee in writing the local availability of technical product support for the products to be supported.

The bidder **MUST** state what procedures they would be prepared to put in place to protection against the unlikely event of the bidder ending to trade.

- Help Desk
- Software and Database Support Staffs and

The above list of support staffs should be part of the non-key staffs with at least the minimum requirement provided in the Project Staff Requirements.

a. During Design, Testing and Implementation Stages

The bidder shall provide support & maintenance during design, testing & implementation stages, and shall cover at least the following:

- Should take care of the support & maintenance activities of the proposed solution, database & operating system etc.
- There shall be no additional cost involved during the implementation period.
- TVTTDB is not obliged to pay any additional cost for support which involves site visit.
- Bidder should provide required and technically qualified professionals at the client site if needed and should have ace trouble shooters, who dedicatedly take care of the issues as problems arises.
- Average time to arrive on site for the software engineer or technician would be 2 hours and for the change in the system components is 1 day

b. During the Warranty period

The bidder shall provide support & maintenance during the warranty period and shall cover at least the following:

- Should take care of the support & maintenance activities of the proposed software, database & operating system etc.
- TVTTDB is not obliged to pay any additional cost if the person needs to visit onsite.
- Bidder should provide required and technically qualified professional at the client site if needed and should have ace trouble shooters, who dedicatedly take care of the issues as problems arises.
- Average time to arrive on site for the software engineer or technician would be 2 hours and for the change in the system components is 1 day

c. Post Implementation

Provide Post implementation support – onsite (provided the bidder is contracted for the support & maintenance under a separate maintenance contract)

- Should take care of the support & maintenance activities of the proposed solution, database & operating system etc.
- Bidder should provide required and technically qualified professionals at the client site if needed and should have ace trouble shooters, who dedicatedly take care of the issues as problems arises.

- Average time to arrive on site for the software engineer or technician would be 2 hours and for the change in the system components is 1 day.
- Post Implementation will take place after the warranty period and separate maintenance contract would be extracted after completion of the implementation / warranty period.

Note:

- *The listed documentations are indicative. The bidder shall provide all kinds of manuals to adequately support the extensive use of understanding of the system from the technical and user perspective*

## **XVII. Project Staff (Key and non-Key Personnel) Requirements**

AADBO is seeking a competent implementing firm with ample experience in implementing similar solutions. The project requires at least a professional mix of One project manager, two System Analysts, two Software Designer, two Application Development Specialists and two Database Specialist size 9 (nine) with experience related for the study is required.

The bidder must provide/ attach a list of their technical staff (with the provided form) to be assigned to this project their resumes and relevant work experience with supporting testimonials.

The bidder should assign at minimum of the following professional qualification for the project.

### **a. Project Manager:**

A minimum of MSC/MBA in Information Technology, Computer Science, Business Administration (MBA) or related fields and at least 10/ ten years' experience in information technology project management. The project manager should have knowledge of software architectures and software application development technologies and experience in managing at least 6/ six/ software projects, from which at least 2/ two/ of them should be similar to the assignment. The Project Manager must be a Certified Project Manager with PMI-PMP or PRINCE 2.

### **b. Systems Analysts:**

A minimum of BSC in Information Technology, Computer Science or related fields and a minimum of six/6/ years of experience in system analysis in a wide range of projects. The system analyst should have experience and knowledge of software engineering practices, experience of working with formal project management methodologies and tools. Proven experience in collecting requirements and conducting analysis for enterprise-wide systems and related assignment. The system analyst should have experience in multilingual content development for similar projects and proven knowledge of analytical tools. The system analyst should have experience at least four/4/ software projects as a system analyst, from which at least one (1) of them should be similar to the assignment.

Project Manager
2 (Two) System Analysts
1 (One) Software Designer
2 (two) Database Specialist
4 (Four) Application Developer

c. Software Designer:

A minimum of B.Sc. in Computer Science, Software Engineering or related field and a minimum of six (6) years of experience in system design in a wide range of projects. Has experience of planning, organization and visualization of business logic and ideas into a coherent and useful architecture in good design principles. Experience of working with formal software development methodologies and tools is required. Experience in designing multilingual system is required. He/ She has the experience to develop intuitive, usable, and engaging interactions and visual designs for system and break any design problem down into viable actionable chunks and solve them with clarity and precision. Up-to-date with the latest UI trends, techniques, and technologies. The system designer should have experience at least four (4) software projects as a system designer, from which at one (1) of them should be similar to the assignment. Relevant certificates/certifications are also required.

d. Application Development Specialists:

A minimum of B.Sc. in Computer Science, computer engineering or related academic background and with a minimum of six (6) years of experience in software development experience with project related technologies. Project experience with one or more object-oriented development languages in an application server environment and should have knowledge of software design processes to code, test, debug, monitor and document



changes for the system. He/ She Should have skills in GUI applications and development of workflows, web-based applications development, HTML5, JavaScript, .NET, JSP, PHP, SSI, CSS and graphic design, database applications, database APIs, security APIs, Service Oriented Architecture (SOA), Web technologies including J2EE, .NET technologies etc. Experience in designing, developing and implementing XML based solutions in addition to this the Specialists should have knowledge of software architectures and software application development technologies and experience in enterprise-wide development projects.

The Application Development Specialist should have experience at least four (4) software projects as an application development specialist, from which at least one (1) of them should be similar to the assignment. Relevant certificates/certifications are also required.

e. Database Specialist:

A minimum of BSc in Computer Science, Computer Engineering or related academic background with six (6) years of experience in database design and implementation. Particularly; the database Specialist Should have experience in JJJjjjj The Database Specialist should have experience at least four (4) software projects as a database specialist, from which at least one (1) of them should be similar to the assignment. Relevant certificates/certifications are also required.

*NOTE: Equivalence of degrees and experiences will be considered during evaluation. For instance. For BSc degree and 2-year experience, MSc and 0-year Experience might be considered as equivalent.*

## **XVIII. Responsibilities and Commitments**

a. The Public Body shall

The Public Body shall be overall in charge of this project. Public Body shall facilitate the Bidder for achieving smooth and successful project implementation.

- Coordinate the overall project
- Preparation of Production environment and required infrastructure.
- Provide access to appropriate office space, equipment & necessary documentations required for the consultancy work.
- When deemed necessary by the firm, Public Body will make available concerned staffs for group discussions or individual interviews with the bidder.
- Provide prompt feedback on enquires, reports, and deliverables.
- Facilitate workshops and discussion sessions to stakeholders in order to receive feedback on software development to maintain its quality.

- Make payment for the professional service as will be stipulated in the agreement.
- Provide with regular evaluation of the project as per further agreements.
- Review the project and/ or the agreement with the bidder and modify as deemed necessary.
- Assign a contact person(s) who shall be responsible to facilitate communication and the undertaking of activities and works towards effective and efficient outcome;
- Provide all infrastructure for the system.

b. The Bidder shall

- Work with Public Body to jointly bring the project into success.
- Cooperate on any special administrative or strategy change that Public Body implements regarding Project.
- Make the Public Body aware of any pertinent changes, change in Information, schedules, etc. that might affect the implementation of the Project.
- Prepare an Action Plan of Operations with the Public Body and modify as necessary.
- Conduct the system study and analysis, application development and deployment in the utmost professional manner.
- Meet schedule for submission of weekly reports, monthly reports, interim, draft and final documents and all required deliverables.
- Consider all possible service delivery channels
- Build and maintain positive and professional working relationship with the Public Body and Concerned governmental bodies; as well as Work on knowledge transfer and experience sharing with co-workers.
- Must not be engaged in other activities; unrelated to the company's engagements; that affect the project during the contract period.
- In particular the firm shall have to pro-actively work with public administrations in the City in order to: develop strategies of close interaction with potential user groups so as to identify detail requirements that should be released as a priority due to actual demand;
- Present the work in workshops and discussion sessions to be conducted.
- Consider all possible service delivery channels
- Submit technical document in hard and soft copy (CD).

## **XIX. Submissions Enclosures**

- Applicant firms should submit their applications along with educational qualifications as per the section for required qualifications, experiences, and appropriate licenses for doing a consultancy work.

- List and brief description of similar assignments undertaken with documentary evidences.
- The bidder should submit all necessary documentary evidences attached to the technical proposal.
- Relevant Annexure.

**XX. Accountability**

- The company is accountable for the overall analysis, design and implementation of development of the project.
- All staff proposed by the company for the work must be available on-site according to the project schedule.
- For all materials and services which are not mentioned in the document but important and part of the project, the bidder shall be responsible.

**XXI. Logical Architecture**

The new system shall be developed based on tiered logical architecture where the user interface, business logic and data access logic parts of the system are separated. The developed system must be on client/server architecture. It must have a minimum of three layers (tier); user interface, business logic and data.

**XXII. Localization Requirement****a. Language:**

The system must have Amharic language for data entry and user interface and interaction keeping English language as default.

**b. Calendar and Time**

The system should support Ethiopian calendar and Regional time zone for Data entry, Searching, Retrieval, presentation and reporting.

**XXIII. Project Duration**

The maximum project delivery time is Six Months after signing of the contract. If bidders' response with shorter delivery period, will the proposed period in the bid response will be considered in the contract.

**XXIV. Launching, maintaining and further developing the system**

The firm shall launch the system by opening its access to the public in the context of a well-publicized campaign. Following the launch of the system, the firm shall maintain it for the duration of the contract. It shall undertake further developments to improve quality of the user interface and the content of the metadata repository at any appropriate moment, also between the releases of the different versions. Suggestions for modification or improvement that may result from user feedback mechanisms and from the technical team can be considered during the maintenance phase.

The firm shall budget its offer in such a way as to set aside appropriate resources to enhancements that, by their very nature, cannot be foreseen at the time the offer is submitted.

**XXV. Risks and Risk Mitigations**

Elongation of project duration is the biggest risk of such projects from previous some projects experiences. It surely experiences change in business processes, requirements and technologies. Therefore, the firm is strictly advised to deliver the required solution on or before agreed period.

Besides risk mitigation plan the firm should include in technical proposal considering both project management and system development related activities.

**XXVI. Monitoring and evaluation system**

The firm is accountable to the project development as well as to coordinate project stakeholders with Addis Ababa Democratic Building office and TVTTDB.

**XXVII. Flexibility and continuity of service**

In addition to the number of person-days calculated in the tender relating to the development of the system, the firm shall make available 10% of the number of these person-days in order to address during the development of the system requests from bureau for modification with respect to the functionalities of the system that arise from circumstances that were not foreseeable at the time of writing of these tender specifications or the writing of the tender itself.

In case the persons proposed by the firm have to be replaced by others due to unforeseen circumstances, the firm should first announce by writing official letter to Addis Ababa

Democratic Building office and then they must be replaced by persons with the same professional profile and seniority.

#### **XXVIII. Tools used for development**

The firm must use the most common development tools used widely and the tools must be among the latest technologies.

#### **XXIX. Project management**

The firm will be responsible for all the necessary system requirement analysis, design, development, implementation, training and maintenance.

The firm will be responsible for managing the task and deadlines pertinent to their system development and implementation responsibilities. The firm will be responsible for defining the implementation approach, project methodology, tools, techniques and templates. The bidder should clearly describe all the benefits clients are going to earn, because of the technology used.

The firm should expect to have to work with Technical Team. Its role will be to monitor the development, launch and maintenance with a view of providing the firm with feedback on workability of certain technical solutions and with suggestions for improvement.

The firm will set up, organize and animate a structure allowing the interested public to give input with respect to the user features of the infrastructure during the development and maintenance phases.

The firm is responsible for the selection of the audiences. If it intends to create smaller, stable groups to regularly assist in the development phase (either through physical meetings or on online platforms)

#### **XXX. Description of firm**

- The company should have ample experience in similar projects and equipped with qualified and skilled IT professionals. The company should list and briefly describe similar projects undertaken in the past five years with documentary evidence.
- The firm should submit the entire bid document in English language including supporting document, certificates or any documentary evidence. If there is, any

document rather than English language should be legally translated otherwise non responsive.

- The company should have domain expertise with solid experiences on the area mentioned in the ToR. The company should provide the detailed information regarding the skill sets and experience of each team members to be involved in the project. In case of a consortium, the domain expertise of each team member from all firms and sub-firms shall be clearly stated in line with the project specific roles and responsibilities.
- The company should submit its proposal along with the technical staff's educational qualification and experience document.
- Proven experience of successfully delivering similar projects
- The company is expected to be a company or a group of companies.
- The company should submit detailed company profile highlighting organization strength, managerial capacity and technical expertise and financial position to provide the solution.
- As the project is goal critical with tangible expected outputs and results, the firm should prepare and propose a project plan with well-organized and structured work break down indicating each activity that can be easily monitored and evaluated at different levels of progress with tangible results.
- The firm shall provide assurance in writing that a description of such organization of the proposal shall not change during the conduct of the project. However, any change required later shall be permissible with mutual consent and confirmation letter writing.
- Must be involved in development related projects for the past five years
- Should have experience developing similar solution designed for easy access.
- Should have experience in development of online applications using different technologies
- Should have proven experience in installation, configuration and testing of enterprise applications accessible through the Internet
- Should have experience in integrating with legacy system and SMS gateways
- Should have experience in categorization of government information and services.
- Should have a local office and staff with experience in providing first level support for similar systems
- The company should follow software development & security process as per the international standard.
- Should have experience in developing content and applications in local languages

**XXXI. Reporting**

The firm reports the status of the project officially to the Addis Ababa Democratic Building office and TVTTDB at every milestone throughout the life time of the project. It is also expected that the reporting tool and mechanisms should be a standard and highly recommended one for software development projects.

- **Inception report:** (Within a maximum of two weeks after the agreement) this report shall include analysis of key issues, problems, constraints, etc. that the project may encounter in each phase. The report also includes a revised and detailed work plan for the assignment containing project implementation methodologies, timing and outputs, risk and its mitigation plan, and etc. The report shall be reviewed and approved by Addis Ababa Democratic Building office and TVTTDB
- **Weekly Project status report:** starting from sign off the project to closure of the project the firm should submit weekly project status report. The report shall cover work carried out, progress against the work plan initial recommendation on issue encountered, recommendation and agreed revised plan for the rest of the tasks.
- **Monthly Report:** (starting at the end of the month after commencement of the project.) The report shall cover work carried out, progress against the work plan initial recommendation on issue encountered, recommendation and agreed revised plan for the rest of the tasks.
- **Quarterly Report:** starting from sign off the project to closure of the project the firm should submit quarterly status report. The report shall cover work carried out, progress against the work plan initial recommendation on issue encountered, recommendation risks and their mitigation plan, and agreed revised plan for the rest of the tasks.
- **Draft Final Report:** (one month before the end of the assignment). The report shall cover work carried out during the period of the assignment, recommendations and deliverables. The report shall be presented at a workshop to be attended by public officials and stakeholders.
- **Reports on suggestions for improvements received** the firm shall report on suggestions for improvements received from Addis Ababa Democratic Building office and TVTTDB (through the use of the issue and bug tracking system), the technical team and users. The report shall list the suggestions and give comments on suggested follow-up by the firm as well as a priority order of suggestions to be taken into account in light of the resources available for addressing them. Such reports shall be delivered as often as appropriate, but at minimum three weeks before the release of version 1.0, and five weeks before the releases of both version 2.0 and version 3.0.

- **Final Reports:** The report shall be submitted after receiving consolidated comments on final draft report.
- **Handover report:** The firm shall deliver a comprehensive step-by-step description of the process that shall allow a third party (such as future maintainers of the system) to redeploy the entire system in a new environment. In addition, it shall also deliver reports on practical lessons learned while following the process in the project.

**Notes:**

- *All reports should be delivered before 2 weeks of the project closure. Each report should have executive summary.*
- *All reports are to be provided in English with officially in hard copy and softcopy in Word and PDF format using CD. The Final report and deliverables shall be provided in DVD and CD in addition to Hard copy.*

## **XXXII. Meeting**

- The total number and a schedule of meetings shall be agreed with the firm for this assignment.
- External experts might be invited to participate in the meeting
- The aim of the meetings shall be to guide the work of the firm. In particular, they shall allow setting-up the initial orientations, review progress in critical milestones and review the deliverables of the assignment.

Within two days following each meeting, the firm shall circulate minutes of the meeting to all participants, together with copies of presentations made during the meeting or other related documents. The minutes shall be concise and concentrate on major decisions and shall list the open action points for the next reporting period. At least the following meeting should be held during the project life cycle.

- **Project kickoff meeting:** - shall be organized by the firm immediately after signature of the contract.
- **Inception meeting:** - The firm shall have to finalize the inception report on the basis of the outcome of the inception meeting.
- **Stakeholder workshops:** - The firm should present different Deliverables for stakeholder organizations to collect comments.
- **Final meeting:** - A final meeting during which the firm shall present the Final Report shall be held by the last contracting party.



In addition to the above meeting there may be weekly meeting, after each deliverable and sudden /unexpected meeting in project life cycle. Besides the meeting, there are frequently call are present in both sides.

Each renderer should include costs of attendance of its own representative(s) at all the above meetings in the financial section of the offer.

**Remark:** *All minute of meeting are to be provided in English with hard copy and softcopy (CD).*

**XXXIII. Deliverables**

The firm should submit any necessary document to the bureau with both softcopy and hardcopy during the whole cycle of the project life. The deliverables listed below must be provided by the firm. The following will be delivered during the project life cycle:

- Inception report (Project Initiation Document)
- Master Project plan
- Software requirement specification (SRS) document, any conversation during the process, and testing strategy and manuals.
- System architecture and Design document.
- A document on Network, bandwidth and Hardware requirement for the system
- software and database installation procedure
  
- Developed system and its Documentation as per the requirement of the bureau.
  
- Original Training Material (for end users and professionals)
- Support and maintenance procedure and strategy Document.
- Pilot Implementation Guideline
  
- Complete and full documentations for all functions and process, operational manuals, Guidelines, and high-level document for the system future expansions.
- Complete and full documentation for standardized data backup and system recovery procedures.
- Complete package of the solution using CD or DVD.
- Different types of test reports, Test case for UAT, status reports and minute of meeting.
- Documentation or Systems Manual, which outlines build procedures and other development-related processes
- Documentation of professional quality on how to set-up, configure, operate and monitor the system. A first version shall be delivered early. Subsequent updates will be delivered at the last.
- User Acceptance Testing (UAT) reports
- Prepare lessons learned document after conducting exit interviews with all stakeholders involved;

**Remark:** - *In addition to the Documents submitted during the whole cycle of the project life cycle, all the above documents should submit during project closure including hand over report.*

**XXXIV. Project Cost**

It is a turnkey project, so the firm should have responsible to cover all type costs of the projects. Some of These:

- Software study, design development, deployment and related issues.
- The firm should be state the cost of the development of the platform explicitly (separately).
- All costs related to all Training. This includes international Experience Sharing cost, professional Training, Organizational Administrator and case worker/end user training.
- License related to third party software that require for proper functionality of the system.
- Installation and configuration cost should be stated separately and covered by the firm.
- The bidder should cover any expenses and facilities for the service provided by bureau experts while project implementation.
- The bidder should cover all costs of maintenance, technical support and warrantee.
- All costs related to these events have to been borne by the project, unless another source outside to this contract would be made available.

- **N.B.** All cost should instate in the financial part

**XXXV. Payment Schedule**

The payments will be performed based on the following terms and schedules:

1. **Advance Payment, Twenty percent (20%)** of the Total Contract Price shall be paid against the submissions of Advance Payment Security specified in GCC Clause 33.10.
2. **Phase I: Thirty Percent (30%)** of the total contract price will be paid after submission and acceptance of the Inception Report Document (Including Project Plan and Project Charter), SRS Documents, High-Level Design (System Components and Data flow diagram) Documents.
3. **Phase II: Twenty-Five Percent (25%)** of the total contract price shall be paid against completion and approval of the deployment of (*Human Resource Management sub-system; Payroll Management sub-system; Financial Management*

*sub-system; Purchasing Management sub-system; and Material Management sub-system*) in the production environment, delivery of domain expert (end-user) training, basic data migration, preliminary end-user testing, and starting of pilot testing.

4. **Phase III: Twenty-Five Percent (25%)** of the total contract price shall be paid against completion and approval of the deployment of (*Planning and scheduling sub-system; vehicles Management sub-system; Gate Entrance (Visitor) Management sub-system; Member Management sub-system*) in the production environment, delivery of domain expert (end-user) training, basic data migration, preliminary end-user testing, and starting of pilot testing.
5. **Phase IV: Ten Percent (10%)** of the total contract price shall be paid against completion and approval of delivery of Systems Administrators/IT Professionals Training; Completion of Final User Acceptance Testing; Completion of all Left-over Activities; Delivery of final versions of all other Deliverables mentioned in the proposal and successful Go-Live of the Project.
6. **Phase V: Ten percent (10%)** of the entire Contract Price will be paid for the three years support, maintenance, and warranty period. The payment will be made quarterly based after the submission and acceptance of every three-month report of SLA-based system support, maintenance, and warranty service. Or, Payment will be released after successful go-live of the project if the bidder submits a ten percent guarantee hold for three years, and the bidder is responsible to submit a quarterly report on the status of the support.

**Note:** The Twenty Percent (20%) Advance Payment shall be deducted from each consecutive payment proportionally.

# Part 2 Contract

## Section 6. General Conditions of Contract

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## Section 7 General Conditions of Contract

### A. General Provisions

#### 1. Definitions

1.1 The headings and titles of these General Conditions of Contract shall not limit, alter or affect the meaning of the Contract.

1.2 The following words and expressions shall have the meanings hereby assigned to them:

(a). "Application Software"	means Software formulated to perform specific business or technical functions and interface with the business or technical users of the System and is identified as such in Appendix 2 of the Contract Agreement and such other Software as the parties may agree in writing to be Application Software;
(b). "Authorized Officer"	means a person designated as such by the Public Body from time to time as notified in writing to the Supplier to act as the representative of the Public Body for all purposes connected with the Contract, including any authorized representative of such person;
(c). "Bankrupt"	means with respect to any entity, such entity (i) files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause of action under any bankruptcy, insolvency, reorganization or similar law, or has any such petition filed or commenced against it, (ii) makes an assignment or any general arrangement for the benefit of creditors, (iii) otherwise becomes bankrupt or insolvent (however evidenced), (iv) has a liquidator, administrator, receiver, trustee, conservator or similar official appointed with respect to it or any substantial portion of its property or assets, or (v) is generally unable to pay its debts as they fall due;
(d). "Commissioning"	means operation of the System or any Subsystem by the Supplier following Installation, which operation is to be carried out by the Supplier as provided in GCC Clause 53.1 (Commissioning), for the purpose of carrying out Operational Acceptance Test(s);
(e). "Completion"	means the fulfillment of the Contract by the Supplier in accordance with the terms and conditions set forth in the Contract;
(f). "Contract Agreement"	means the agreement entered into between the Public Body and the Supplier using the form of Contract Agreement contained in the Section 9 of the Bidding Documents and any modifications to this form agreed to by the Public Body and the Supplier. The date of the Contract Agreement shall be recorded in the signed form.
(g). "Contract Documents"	means the documents listed in the GCC, including all attachments, appendices, and all documents incorporated by reference therein, and shall include any amendments thereto;
(h). "Contract Manager"	means a person designated as such by the Supplier from time to time as notified in writing to the Public Body to act as the duly authorized representative of the Supplier for all purposes connected with the Contract, including any authorized representative of such person;
(i). "Contract Period"	is the time period during which this Contract governs the relations and obligations of the Public Body and Supplier in relation to the



	System, as specified in the SCC;
(j). "Contract Price"	means the money payable by the Public Body to the Supplier based on the Contract Agreement and shall include all royalties, license fees or similar expenses in respect of the making, use or exercise by the Supplier of any Intellectual Property or Intellectual Property Rights for the purpose of performing the Contract;
(k). "Contract"	means the binding Contract Agreement entered into between the Public Body and the Supplier, comprising Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein. The Contract Agreement and the Contract Documents shall constitute the Contract, and the term "the Contract" shall in all such documents be construed accordingly.
(l). "Coverage Period"	means the Days of the Week and the hours of those Days during which maintenance, operational, and/or technical support services (if any) must be available;
(m). "Custom Materials"	means Materials developed by the Supplier at the Public Body's expense under the Contract and identified as such in Appendix 3 of the Contract Agreement and such other Materials as the parties may agree in writing to be Custom Materials. Custom Materials includes Materials created from Standard Materials.
(n). "Custom Software"	means Software identified as such in Appendix 2 of the Contract Agreement and such other Software as the parties may agree in writing to be Custom Software;
(o). "Day"	means calendar day of the Gregorian Calendar;
(p). "Defect Liability Period"	(also referred to as the "Warranty Period") means the period of validity of the warranties given by the Supplier commencing at date of the Operational Acceptance Certificate of the System or Subsystem(s), during which the Supplier is responsible for defects with respect to the System (or the relevant Subsystem[s]) as provided in GCC Clause 57 (Defect Liability);
(q). "Delivery"	means the transfer of the Information System and other Goods from the Supplier to the Public Body in accordance with the terms and conditions set forth in the Contract;
(r). "Effective Date"	means the date of fulfillment of all conditions specified in Article 2 (Effective Date for Determining Time for Achieving Operational Acceptance) of the Contract Agreement, for the purpose of determining the Delivery, Installation, and Operational Acceptance dates for the System or Subsystem(s);
(s). "Eligible Countries"	means the countries and territories eligible for participation in procurements as listed in Section 5 of the Bidding Document;
(t). "General Conditions of Contract"	hereinafter referred to as "GCC", means the conditions in this section of the Contract, which shall govern the Contract, except where amended by the SCC or Contract Agreement;
(u). "General-Purpose Software"	means Software that supports general-purpose office and software development activities and is identified as such in Appendix 2 of the Contract Agreement and such other Software as the parties may agree in writing to be General- Purpose Software. Such General-Purpose Software may include, but is not restricted to, word processing, spreadsheet, generic database management, and

	application development software.
(v). "Good Industry Practice"	means the exercise of that degree of skill, diligence and foresight which would reasonably and ordinarily be expected from a skilled and experienced supplier engaged in the provision of Information System and other Goods similar to the Information System and other Goods under the same or similar circumstances as those applicable to the Contract and which are in accordance with any codes of practice published by relevant trade associations;
(w). "Goods"	means all equipment, machinery, furnishings, materials, and other tangible items that the Supplier is required to supply or supply and install under the Contract, including, without limitation, the Information Technologies and materials, but excluding the Supplier's Equipment;
(x). "Government"	means the Government of the Federal Democratic Republic of Ethiopia;
(y). "In writing"	shall be interpreted to include any document which is recorded in manuscript or typescript;
(z). "Information System"	also called "the System", means all the Information Technologies, Materials, and other Goods to be supplied, installed, integrated, and made operational (exclusive of the Supplier's Equipment), together with the Services to be carried out by the Supplier under the Contract;
(aa). "Information Technologies"	means all information processing and communications-related hardware, Software, supplies, and consumable items that the Supplier is required to supply and install under the Contract;
(bb). "Installation"	means that the System or a Subsystem as specified in the Contract is ready for Commissioning as provided in GCC Clause 52 (Installation);
(cc). "Intellectual Property Rights"	means any and all copyright, moral rights, trademark, patent, and other intellectual and proprietary rights, title and interests worldwide, whether vested, contingent, or future, including without limitation all economic rights and all exclusive rights to reproduce, fix, adapt, modify, translate, create derivative works from, extract or re-utilize data from, manufacture, introduce into circulation, publish, distribute, sell, license, sublicense, transfer, rent, lease, transmit or provide access electronically, broadcast, display, enter into computer memory, or otherwise use any portion or copy, in whole or in part, in any form, directly or indirectly, or to authorize or assign others to do so;
(dd). "Liquidated damages"	means the compensation stated in the contract as being payable by Supplier to the Public Body for failure to perform the contract or part thereof within the periods under the contract, or as payable by Supplier to the Public Body for any specific breach identified in the contract;
(ee). "Materials"	means all documentation in printed or printable form and all instructional and informational aides in any form (including audio, video, and text) and on any medium, provided to the Public Body under the Contract;
(ff). "Member"	means any of the entities that make up the joint venture / consortium / association; and "Members" means all these entities;

(gg). "Operational Acceptance Tests"	means the tests specified in the Technical Requirements and Agreed and Finalized Project Plan to be carried out to ascertain whether the System, or a specified Subsystem, is able to attain the functional and performance requirements specified in the Technical Requirements and Agreed and Finalized Project Plan, in accordance with the provisions of GCC Clause 53.2 (Operational Acceptance Test);
(hh). "Operational Acceptance"	means the acceptance by the Public Body of the System (or any Subsystem(s) where the Contract provides for acceptance of the System in parts), in accordance with GCC Clause 53.3 (Operational Acceptance)
(ii). "Party"	means the Public Body or the Supplier and includes their permitted successors and "Parties" means both of them;
(jj). "Post-Warranty Services Period"	means the number of years defined in the SCC (if any), following the expiration of the Warranty Period during which the Supplier may be obligated to provide Software licenses, maintenance, and/or technical support services for the System, either under this Contract or under separate contract(s);
(kk). "Pre-commissioning"	means the testing, checking, and any other required activity that may be specified in the Technical Requirements that are to be carried out by the Supplier in preparation for Commissioning of the System as provided in GCC Clause 52 (Installation);
(ll). "Project Manager"	means the person named as such in the SCC or otherwise appointed by the Public Body in the manner provided in GCC Clause 11.1 (Project Manager) to perform the duties delegated by the Public Body;
(mm). "Project Plan"	means the document to be developed by the Supplier and approved by the Public Body, pursuant to GCC Clause 44, based on the requirements of the Contract and the Preliminary Project Plan included in the Supplier's bid. The "Agreed and Finalized Project Plan" is the version of the Project Plan approved by the Public Body, in accordance with GCC Clause 44.2. Should the Project Plan conflict with the Contract in any way, the relevant provisions of the Contract, including any amendments, shall prevail.
(nn). "Project Site(s)"	means the place(s) specified in the SCC for the supply and installation of the System;
(oo). "Public Body"	means public body, which is partly or wholly financed by the Federal Government Budget, higher education institutions, and public institutions of like nature which has the powers and duties to conclude a Contract for the supply of Information System and other Goods, as named in the SCC;
(pp). "Purchase Order"	or acronym "PO" means an individual order for Information System and other Goods issued by Public Body pursuant to the terms, conditions, and pricing established in a Contract. Each individual Purchase Order is a binding contractual instrument and will refer and incorporate the terms and conditions of this Contract and specify the Goods to be supplied, delivery schedule, and price;
(qq). "Services"	means all technical, logistical, management, and any other Services to be provided by the Supplier under the Contract to supply, install, customize, integrate, and make operational the System. Such Services may include, but are not restricted to, activity management

	and quality assurance, design, development, customization, documentation, transportation, insurance, inspection, expediting, site preparation, installation, integration, training, data migration, Pre-commissioning, Commissioning, maintenance, and technical support;
(rr). "Software"	means that part of the System which are instructions that cause information processing Subsystems to perform in a specific manner or execute specific operations;
(ss). "Source Code"	means the database structures, dictionaries, definitions, program source files, and any other symbolic representations necessary for the compilation, execution, and subsequent maintenance of the Software (typically, but not exclusively, required for Custom Software)
(tt). "Special Conditions of Contract"	hereinafter referred to as "SCC", means the conditions attached to the Contract Agreement, which shall govern the Contract and shall prevail over these General Conditions of Contract;
(uu). "Standard Materials"	means all Materials not specified as Custom Materials;
(vv). "Standard Software"	means Software identified as such in Appendix 2 of the Contract Agreement and such other Software as the parties may agree in writing to be Standard Software;
(ww). "Subcontractor"	means any natural person, private or government entity, or a combination of the above, including its legal successors or permitted assigns with whom the Supplier contracts for the supply or execution of any part of the Information System to be provided by the Supplier under the Contract (such as the supply of major hardware, software, or other components of the required Information Technologies specified, or the performance of related Services, e.g., software development, transportation, installation, customization, integration, commissioning, training, technical support, maintenance, repair, etc.).
(xx). "Subsystem"	means any subset of the System identified as such in the Contract that may be supplied, installed, tested, and commissioned individually before Commissioning of the entire System;
(yy). "Supplier"	means a natural or juridical person under contract with a Public Body to supply Information System and other Goods;
(zz). "Supplier's Equipment"	means all equipment, tools, apparatus, or things of every kind required in or for installation, completion and maintenance of the System that are to be provided by the Supplier, but excluding the Information Technologies, or other items forming part of the System.
(aaa). "Supplier's Representative"	means any person nominated by the Supplier and named as such in the Contract Agreement or otherwise approved by the Public Body in the manner provided in GCC Clause 11.2 (Supplier's Representative) to perform the duties delegated by the Supplier
(bbb). "System Software"	means Software that provides the operating and management instructions for the underlying hardware and other components, and is identified as such in Appendix 2 of the Contract Agreement and such other Software as the parties may agree in writing to be Systems Software. Such System Software includes, but is not restricted to,

	micro-code embedded in hardware (i.e., “firmware”), operating systems, communications, system and network management, and utility software.
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## **2. Appointment**

2.1 The Public Body appoints the Supplier to perform the Contract:

- (a). Promptly (and in any event within any time targets as may be set out in the Section 6, Statement of Requirements) and in a professional and courteous manner so as to reflect and promote the image of the Public Body;
- (b). Strictly in accordance with the Statement of Requirements and all provisions of the Contract; and
- (c). In accordance with all applicable laws and regulations of the Federal Democratic Republic of Ethiopia and Good Industry Practice; and
- (d). In accordance with the policies, rules, and procedures of the appropriate Authority as amended from time to time.
- (e). In accordance with the quality standards set by the Quality and Standards Authority of Ethiopia (QSAE) and applicable international standards;
- (f). In accordance with the terms and conditions of appointment as provided in this Clause in consideration of the Contract Price.

## **3. Relationship of the Parties**

- 3.1 The Supplier shall not incur any liabilities on behalf of the Public Body or enter into any contract or obligation on behalf of the Public Body.
- 3.2 The Supplier shall be an independent contractor performing the Contract. The Contract does not create any agency, partnership, joint venture, or other joint relationship between the parties to the Contract.
- 3.3 Subject to the provisions of the Contract, the Supplier shall be solely responsible for the manner in which the Contract is performed. All employees, representatives, or Subcontractors engaged by the Supplier in connection with the performance of the Contract shall be under the complete control of the Supplier and shall not be deemed to be employees of the Public Body, and nothing contained in the Contract or in any subcontract awarded by the Supplier shall be construed to create any contractual relationship between any such employees, representatives, or Subcontractors and the Public Body.

## **4. Due Diligence**

4.1 The Supplier acknowledges that it:

- (a). Has made and shall make its own enquiries to satisfy itself as to the accuracy and adequacy of any information supplied to it by or on behalf of the Public Body;
- (b). Has raised all relevant due diligence questions to the Public Body before the Effective Date; and
- (c). Has entered into this Contract in reliance on its own due diligence alone.

4.2 Any disputes relating to due diligence shall be resolved in accordance with the Ethiopian Law.

**5. Fraud and Corruption**

- 5.1 It is the Government of the Federal Democratic Republic of Ethiopia's policy to require that Public Body, as well as bidders/suppliers, to observe the highest standards of ethics during the procurement and the execution of contracts. In pursuance of this policy, the Government of the Federal Democratic Republic of Ethiopia represented by the Public Procurement and Property Administration Agency (herein referred to as the Agency) requires that Contracting Authorities shall include in bidding documents, provisions against corrupt practices.
- 5.2 The Agency defines, for the purposes of these provisions, the terms set forth below as follows:
- (a). "Corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of any thing of value to influence the action of a public official in the procurement process or in contract execution, and
  - (b). "Fraudulent practice" is any act or omission, including misrepresentation that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation.
  - (c). "Collusive practices" is a scheme or arrangement between two or more Suppliers, with or without the knowledge of the Public Body, designed to establish prices at artificial, non competitive levels, and
  - (d). "Coercive practices" is harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract.
  - (e). "Obstructive practice" is
    - (i) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede the Federal Ethics and Anticorruption Commission, the Federal Auditor General and the Public Procurement and Property Administration Agency or their auditors' investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent their from disclosing their knowledge of matters relevant to the investigation or from pursuing the investigation, or
    - (ii) acts intended to materially impede the exercise of inspection and audit rights provided for under GCC Sub-clause 39.2.
- 5.3 The Agency will debar a Supplier from participation in public procurement for a specified period of time if it at any time determines that the Supplier has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for, or in executing, a contract.
- 5.4 The Agency reserves the right, where a Supplier has been found by a national or international entity to have engaged in corrupt or fraudulent practice, to declare that such a Supplier is ineligible, for a stated period of time, to be awarded a Government funded contract.
- 5.5 The Agency will have the right to require that, in contracts funded by the Government of Ethiopia, a provision be included requiring suppliers to permit the Agency to inspect their accounts and records relating to the performance of the contract and to have them audited by auditors appointed by the Agency, if the supplier engages in any corrupt practice.
- 5.6 Any communications between the Supplier and the Public Body or the Agency related to matters of alleged fraud or corruption must be made in writing.

**6. Interpretation**

6.1 If the context so requires it, singular means plural and vice versa.

6.2 In these terms and conditions, words referring any particular gender include all other genders.

6.3 Incoterms

(a). Unless otherwise specified in the SCC, the meaning of any trade term and the rights and obligations of parties thereunder shall be as prescribed by Incoterms.

(b). DDP, EXW, CIF, CIP, and other similar terms, shall be governed by the rules prescribed in the current edition of Incoterms, published by the International Chamber of Commerce at the date of the Invitation for Bids or as specified in the SCC.

6.4 Entire Agreement

The Contract constitutes the entire agreement between the Public Body and the Supplier and supersedes all communications, negotiations and agreements of parties with respect thereto made prior to the date of Contract.

6.5 Amendment

No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

6.6 Nonwaiver

(a). Subject to GCC Sub-Clause 6.6(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

(b). Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

6.7 Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

**B. The Contract****7. Contract Documents**

7.1 The documents forming the Contract shall be interpreted in the following order of precedence in the event of any conflict between the documents comprising this Contract:

(a). The Contract Agreement and the Appendices attached to the Contract Agreement;

(b). The Special Conditions of Contract;

(c). The General Conditions of Contract;

(d). Bid Submission Sheet with Annexes;

- (e). Price Schedule;
  - (f). Bidder Certification of Compliance with Annexes;
  - (g). Technical Specification + Technical Offer + Compliance Sheet with Annexes;
  - (h). Any other document listed in the SCC as forming part of the Contract.
- 7.2 All documents forming the Contract are intended to be correlative, complementary, and mutually explanatory.
- 7.3 Any action required or permitted to be taken, and any document required or permitted to be provided, under the Contract by the Public Body or the Supplier may be taken or provided by the authorized representatives specified in the SCC.
- 7.4 The Contract constitutes the entire agreement between the Public Body and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

## **8. Governing Law**

- 8.1 The Contract shall be governed by and interpreted in accordance with the laws of the Federal Democratic Republic of Ethiopia, unless otherwise specified in SCC.

## **9. Language**

- 9.1 The Contract as well as all written and oral communication and documents relating to the Contract exchanged by the Supplier and the Public Body, shall be in language specified in the SCC. Supporting documents and printed literature that are part of the Contract may be in another language, but any documents provided in another language must be accompanied by an accurate translation into language specified in the SCC. For purposes of interpretation of the Contract, this translation shall govern.
- 9.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.

## **10. Notices and written communications**

- 10.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. The term “in writing” means communicated in written form with proof of receipt.
- 10.2 Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SCC.
- 10.3 A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the SCC.

## **11. Authorized Representatives**

### **11.1 Project Manager**

- (a). If the Project Manager is not named in the Contract, then within fourteen (14) days of the Effective



Date, the Public Body shall appoint and notify the Supplier in writing of the name of the Project Manager. The Public Body may from time to time appoint some other person as the Project Manager in place of the person previously so appointed and shall give a notice of the name of such other person to the Supplier without delay. No such appointment shall be made at such a time or in such a manner as to impede the progress of work on the System. Such appointment shall take effect only upon receipt of such notice by the Supplier. Subject to the extensions and/or limitations specified in the SCC (if any), the Project Manager shall have the authority to represent the Public Body on all day-to-day matters relating to the System or arising from the Contract, and shall normally be the person giving or receiving notices on behalf of the Public Body pursuant to GCC Clause 10.

#### 11.2 Supplier's Representative

- (a). If the Supplier's Representative is not named in the Contract, then within fourteen (14) days of the Effective Date, the Supplier shall appoint the Supplier's Representative and shall request the Public Body in writing to approve the person so appointed. The request must be accompanied by detailed curriculum vitae for the nominee, as well as a description of any other System or non-System responsibilities the nominee would retain while performing the duties of the Supplier's Representative. If the Public Body does not object to the appointment within fourteen (14) days, the Supplier's Representative shall be deemed to have been approved. If the Public Body objects to the appointment within fourteen (14) days giving the reason thereof, then the Supplier shall appoint a replacement within fourteen (14) days of such objection in accordance with this GCC Clause 11.2(a).
- (b). Subject to the extensions and/or limitations specified in the SCC (if any), the Supplier's Representative shall have the authority to represent the Supplier on all day-to-day matters relating to the System or arising from the Contract, and shall normally be the person giving or receiving notices on behalf of the Supplier pursuant to GCC Clause 10.
- (c). The Supplier shall not revoke the appointment of the Supplier's Representative without the Public Body's prior written consent, which shall not be unreasonably withheld. If the Public Body consents to such an action, the Supplier shall appoint another person of equal or superior qualifications as the Supplier's Representative, pursuant to the procedure set out in GCC Clause 11.2.(a).
- (d). The Supplier's Representative and staff are obliged to work closely with the Public Body's Project Manager and staff, act within their own authority, and abide by directives issued by the Public Body that are consistent with the terms of the Contract. The Supplier's Representative is responsible for managing the activities of its personnel and any subcontracted personnel.
- (e). The Supplier's Representative may, subject to the approval of the Public Body (which shall not be unreasonably withheld), at any time delegate to any person any of the powers, functions, and authorities vested in him or her. Any such delegation may be revoked at any time. Any such delegation or revocation shall be subject to a prior notice signed by the Supplier's Representative and shall specify the powers, functions, and authorities thereby delegated or revoked. No such delegation or revocation shall take effect unless and until the notice of it has been delivered.
- (f). Any act or exercise by any person of powers, functions and authorities so delegated to him or her in accordance with GCC Clause 11.2.(e) shall be deemed to be an act or exercise by the Supplier's Representative.

#### 11.3 Objections and Removals

- (a). The Public Body may by notice to the Supplier object to any representative or person employed by the Supplier in the execution of the Contract who, in the reasonable opinion of the Public Body, may have behaved inappropriately, be incompetent, or be negligent. The Public Body shall provide evidence of the same, whereupon the Supplier shall remove such person from work on the System.

- (b). If any representative or person employed by the Supplier is removed in accordance with GCC Clause 11.3(a), the Supplier shall, where required, promptly appoint a replacement..

## **12. Assignment**

- 12.1 An assignment is a written agreement by which the Supplier transfers its contract or part thereof to a third party.
- 12.2 The Supplier shall not, without the prior written consent of the Public Body, assign the Contract or any part thereof, or any benefit or interest thereunder, except in the following cases.
- (a). A charge, in favor of the Supplier's bankers, of any monies due or to become due under the Contract; or
  - (b). Assignment to the Supplier's insurers of the Supplier's right to obtain relief against any other person liable in cases where the insurers have discharged the Supplier's loss or liability.
- 12.3 With the exception of the carriage of the Information Technologies, Materials, and other Goods to the Location, the Supplier shall not sub-contract the production or supply of any Information Technologies, Materials, and other Goods without the previous consent in writing of the Public Body, such consent not to be unreasonably withheld or delayed.
- 12.4 For the purpose of GCC Clause 12.2 the approval of an assignment by the Public Body shall not relieve the Supplier of its obligations for the part of the Contract already performed or the part not assigned.
- 12.5 If the Supplier has assigned his Contract without authorization, the Public Body may, without giving formal notice thereof, apply as of right the sanctions for breach of Contract provided for in GCC Clauses 18 and 20.
- 12.6 Assignees must satisfy the eligibility criteria applicable for the award of the Contract and they can not be in any of the situations excluding them from participating in Contract.
- 12.7 Every assignment shall be subject to the provisions of this Contract and shall incorporate the terms and conditions of this Contract.

## **13. Subcontracting**

- 13.1 A sub-contract shall be valid only if it is a written agreement by which the Supplier entrusts performance of a part of the Contract to a third party.
- 13.2 Appendix 1 (List of Approved Subcontractors) to the Contract Agreement specifies critical items of supply or services and a list of Subcontractors for each item that are considered acceptable by the Public Body. The Supplier may, at its discretion, select and employ Subcontractors for such critical items from those Subcontractors listed pursuant to this GCC Clause.
- 13.3 The Supplier may from time to time propose additions to or deletions from any such list. In the event the Supplier requires the supply or services of sub-contractors that are not included in the List of Approved Subcontractors, the Supplier shall obtain the prior written approval and clearance of Public Body for all sub-contractors. The supply or services to be sub-contracted and the identity of the subcontractors shall be notified to the Public Body. The Public Body shall with due regard to the provisions of GCC Clause 10 within 15 days of receipt of the notification, notify the Supplier of its decision, stating reasons should he withhold such authorization.
- 13.4 The terms of any sub-contract shall be subject to and conform to the provisions of this Contract.

- 13.5 The Public Body shall have no contractual relations with the Sub-Contractors.
- 13.6 Sub-contractors must satisfy the eligibility criteria applicable to the award of the contract and they can not be in any of the situations excluding them from participating in contract.
- 13.7 The Supplier shall be responsible for the acts, defaults and negligence of his Sub-Contractors and their agents or employees, as if they were the acts, defaults or negligence of the Supplier, his agents or employees. The approval by the Public Body of the sub-contracting of any part of the contract or of the Sub-Contractor to perform any part of the services shall not relieve the Supplier of any of his obligations under the contract.
- 13.8 If the Supplier enters into a subcontract without approval, the Public Body may apply, as of right without giving formal notice thereof, the sanctions for breach of contract provided for in GCC Clauses 18 and 20.
- 13.9 If a Sub-Contractor is found by the Public Body to be incompetent in discharging its duties, the Public Body may request the Supplier forthwith, either to provide a Sub-Contractor with qualifications and experience acceptable to the Public Body as a replacement, or to resume the implementation of the tasks itself.

## **14. Changes in Contract Elements**

### **14.1 Introducing a Change**

- (a). Subject to GCC Clauses 14.2(e) and 14.2(g), the Public Body shall have the right to propose, and subsequently require, the Project Manager to order the Supplier from time to time during the performance of the Contract to make any change, modification, addition, or deletion to, in, or from the System (interchangeably called “Change”), provided that such Change falls within the general scope of the System, does not constitute unrelated work, and is technically practicable, taking into account both the state of advancement of the System and the technical compatibility of the Change envisaged with the nature of the System as originally specified in the Contract. A Change may involve, but is not restricted to, the substitution of updated Information Technologies and related Services in accordance with GCC Clause 49 (Product Upgrades).
- (b). The Supplier may from time to time during its performance of the Contract propose to the Public Body (with a copy to the Project Manager) any Change that the Supplier considers necessary or desirable to improve the quality or efficiency of the System. The Public Body may at its discretion approve or reject any Change proposed by the Supplier.
- (c). Notwithstanding GCC Clauses 14.1(a) and 14.1(b), no change made necessary because of any default of the Supplier in the performance of its obligations under the Contract shall be deemed to be a Change, and such change shall not result in any adjustment of the Contract Price or the Time for Achieving Operational Acceptance.
- (d). The procedure on how to proceed with and execute Changes is specified in GCC Clauses 14.2 and 14.3, and further details and sample forms are provided in the Bidding Documents.
- (e). Moreover, the Public Body and Supplier will agree, during development of the Project Plan, to a date prior to the scheduled date for Operational Acceptance, after which the Technical Requirements for the System shall be “frozen.” Any Change initiated after this time will be dealt with after Operational Acceptance.

### **14.2 Changes Originating from Public Body**

- (a). If the Public Body proposes a Change pursuant to GCC Clauses 14.1(a), it shall send to the Supplier a “Request for Change Proposal,” requiring the Supplier to prepare and furnish to the Project Manager as soon as reasonably practicable a “Change Proposal,” which shall include the following:

- (i) brief description of the Change;
  - (ii) impact on the Time for Achieving Operational Acceptance;
  - (iii) detailed estimated cost of the Change;
  - (iv) effect on Functional Guarantees (if any);
  - (v) effect on any other provisions of the Contract.
- (b). Prior to preparing and submitting the “Change Proposal,” the Supplier shall submit to the Project Manager a “Change Estimate Proposal,” which shall be an estimate of the cost of preparing the Change Proposal, plus a first approximation of the suggested approach and cost for implementing the changes. Upon receipt of the Supplier’s Change Estimate Proposal, the Public Body shall do one of the following:
  - (i) accept the Supplier’s estimate with instructions to the Supplier to proceed with the preparation of the Change Proposal;
  - (ii) advise the Supplier of any part of its Change Estimate Proposal that is unacceptable and request the Supplier to review its estimate;
  - (iii) advise the Supplier that the Public Body does not intend to proceed with the Change.
- (c). Upon receipt of the Public Body’s instruction to proceed under GCC Clause 14.2(b)(i), the Supplier shall, with proper expedition, proceed with the preparation of the Change Proposal, in accordance with GCC Clause 14.2.(a). The Supplier, at its discretion, may specify a validity period for the Change Proposal, after which if the Public Body and Supplier has not reached agreement in accordance with GCC Clause 14.2.(f), then GCC Clause 14.2.(g) shall apply.
- (d). The pricing of any Change shall, as far as practicable, be calculated in accordance with the rates and prices included in the Contract. If the nature of the Change is such that the Contract rates and prices are inequitable, the parties to the Contract shall agree on other specific rates to be used for valuing the Change.
- (e). If before or during the preparation of the Change Proposal it becomes apparent that the aggregate impact of compliance with the Request for Change Proposal and with all other Change Orders that have already become binding upon the Supplier under this GCC Clause 14 would be to increase or decrease the Contract Price by more than fifteen (15) percent, the Supplier may give a written notice of objection to this Request for Change Proposal prior to furnishing the Change Proposal. If the Public Body accepts the Supplier’s objection, the Public Body shall withdraw the proposed Change and shall notify the Supplier in writing of its acceptance.

The Supplier’s failure to so object to a Request for Change Proposal shall neither affect its right to object to any subsequent requested Changes or Change Orders, nor affect its right to take into account, when making such subsequent objection, the percentage increase or decrease in the Contract Price that any Change not objected to by the Supplier represents.
- (f). Upon receipt of the Change Proposal, the Public Body and the Supplier shall mutually agree upon all matters contained in the Change Proposal. Within fourteen (14) days after such agreement, the Public Body shall, if it intends to proceed with the Change, issue the Supplier a Change Order. If the Public Body is unable to reach a decision within fourteen (14) days, it shall notify the Supplier with details of when the Supplier can expect a decision. If the Public Body decides not to proceed with the Change for whatever reason, it shall, within the said period of fourteen (14) days, notify the Supplier accordingly. Under such circumstances, the Supplier shall be entitled to reimbursement of all costs reasonably incurred by it in the preparation of the Change Proposal, provided that these do not exceed the amount given by the Supplier in its Change Estimate Proposal submitted in accordance with GCC Clause 14.2.(b).
- (g). If the Public Body and the Supplier cannot reach agreement on the price for the Change, an equitable adjustment to the Time for Achieving Operational Acceptance, or any other matters

identified in the Change Proposal, the Change will not be implemented. However, this provision does not limit the rights of either party under GCC Clause 23 (Settlement of Disputes).

#### **14.3 Changes Originating from Supplier**

- 14.4 If the Supplier proposes a Change pursuant to GCC Clause 14.1(b), the Supplier shall submit to the Project Manager a written “Application for Change Proposal,” giving reasons for the proposed Change and including the information specified in GCC Clause 14.2(a). Upon receipt of the Application for Change Proposal, the parties shall follow the procedures outlined in GCC Clauses 14.2(f) and 14.2(g). However, should the Public Body choose not to proceed or the Public Body and the Supplier cannot come to agreement on the change during any validity period that the Supplier may specify in its Application for Change Proposal, the Supplier shall not be entitled to recover the costs of preparing the Application for Change Proposal, unless subject to an agreement between the Public Body and the Supplier to the contrary.

#### **15. Change in Laws and Regulations**

- 15.1 Unless otherwise expressly agreed in the SCC if, after the deadline for submission of the Bid, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in the Federal Democratic Republic of Ethiopia where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Contract Price shall not be correspondingly increased or decreased and/or the Delivery Date shall not be adjusted to the extent that Supplier has thereby been affected in the performance of any of its obligations under the Contract.

#### **16. Taxes and Duties**

- 16.1 For the Information Technologies, Materials, and other Goods supplied from outside the Federal Democratic Republic of Ethiopia, the Supplier shall bear the costs of all taxes, custom duties, formalities, license fees, and other such levies imposed outside the Federal Democratic Republic of Ethiopia, unless otherwise specified in the SCC.
- 16.2 At the request of the Public Body, the Supplier will make available a representative or agent during the process of customs clearance in the Federal Democratic Republic of Ethiopia for goods supplied from outside the Federal Democratic Republic of Ethiopia. In the event of delays in customs clearance that are not the fault of the Supplier:
- (a). the Supplier shall be entitled to an extension in the Time for Achieving Operational Acceptance, pursuant to GCC Clause 54;
  - (b). the Contract Price shall be adjusted to compensate the Supplier for any additional storage charges that the Supplier may incur as a result of the delay.
- 16.3 For the Information Technologies, Materials, and other Goods supplied from within the Federal Democratic Republic of Ethiopia, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted the Information Technologies, Materials, and other Goods to the Public Body, unless otherwise specified in the SCC.

#### **17. Force Majeure**

- 17.1 For the purposes of the Contract, “Force Majeure” shall mean an event or events which are beyond the reasonable control of a Supplier, and which makes a Supplier’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in

the circumstances, and includes:

- (a). An official prohibition preventing the performance of a contract,
- (b). A natural catastrophe such as an earthquake, fire, explosion lightening, floods, or other adverse weather conditions, or
- (c). International or civil war, or
- (d). The death or a serious accident or unexpected serious illness of the supplier, or
- (e). Other instances of Force Majeure identified as such by the civil code.

17.2 The following occurrences shall not be deemed to be cases of Force Majeure:

- (a). A strike or lock-out taking of a party or affecting the branch of business in which he carries out his activities, or
- (b). An increase or reduction in the price of raw materials necessary for the performance of the contract, or
- (c). The enactment of new legislation where by the obligations of the debtor becomes more onerous, or
- (d). Any event which is caused by the negligence or intentional action of a Supplier or such Supplier's Subcontractors or agents or employees; or
- (e). Any event which a diligent Party could reasonably have been expected to both:
  - (i) Take into account from the effective date of the Contract; and
  - (ii) Avoid or overcome in the carrying out of its obligations; or
- (f). Insufficiency of funds or failure to make any payment required hereunder.

17.3 The failure of a Supplier to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, the Contract insofar as such inability arises from an event of Force Majeure, provided that the Supplier affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of the Contract.

17.4 A Supplier affected by an event of Force Majeure shall take all reasonable measures to

- (a). Remove such Supplier's inability to fulfill its obligations hereunder with a minimum of delay; and
- (b). Minimize the consequences of any event of Force Majeure.

17.5 A Supplier affected by an event of Force Majeure shall notify the Public Body of such event as soon as possible, and in any event not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.

17.6 During the period of their inability to perform the Services as a result of an event of Force Majeure, the Supplier shall be entitled to continue to be paid under the terms of the Contract as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Services after the end of such period.

17.7 Not later than thirty (30) days after the Supplier, as the result of an event of Force Majeure, has become unable to fulfill its obligations under the Contract, the Parties shall consult with each other in good faith and use all reasonable endeavors to agree appropriate terms to mitigate the effects of the Force Majeure Event and facilitate the continued performance of the Contract..

## **18. Breach of Contract**

18.1 Either party commits a breach of contract where it fails to discharge any of its obligations under

the specific contract.

18.2 Where a breach of contract occurs, the party injured by the breach shall be entitled to the following remedies:

- (a). Compensation / Claim for liquidated damages as specified in GCC Clause 24; and/or
- (b). Termination of the contract.

18.3 In any case where the Public Body is entitled to damages, it may deduct such Suspension damages from any sums due to the Supplier or call on the appropriate guarantee.

## **19. Suspension of Assignment**

19.1 The Public Body may, by written notice of suspension of the assignment to the Supplier, suspend all payments to the Supplier hereunder if the Supplier fails to perform any of its obligations under the Contract provided that such notice of suspension shall:

- (a). Specify the nature of the failure; and
- (b). Request the Supplier to remedy such failure within a period not exceeding thirty days after receipt by the Supplier of such notice of suspension.

## **20. Termination**

20.1 Termination shall be without prejudice to any other rights or powers under the contract of the Public Body and the Supplier.

### **Termination for Public Body's Convenience**

20.2 The Public Body, in its sole discretion and for any reason whatsoever, may decide to terminate the Contract by giving the Supplier a notice of termination of not less than sixty days that refers to this GCC Clause 20.2.

20.3 Upon receipt of the notice of termination under GCC Clause 20.2, the Supplier shall either as soon as reasonably practical or upon the date specified in the notice of termination:

- (a). Cease all further work, except for such work as the Public Body may specify in the notice of termination for the sole purpose of protecting that part of the System already executed, or any work required to leave the site in a clean and safe condition;
- (b). Terminate all subcontracts, except those to be assigned to the Public Body pursuant to GCC Clause 20.3(d) (ii) below;
- (c). Remove all Supplier's Equipment from the site, repatriate the Supplier's and its Subcontractors' personnel from the site, remove from the site any wreckage, rubbish, and debris of any kind;
- (d). In addition, the Supplier, subject to the payment specified in GCC Clause 20.4, shall
  - (i) Deliver to the Public Body the parts of the System executed by the Supplier up to the date of termination;
  - (ii) To the extent legally possible, assign to the Public Body all right, title, and benefit of the Supplier to the System, or Subsystem, as at the date of termination, and, as may be required by the Public Body, in any subcontracts concluded between the Supplier and its Subcontractors;
  - (iii) Deliver to the Public Body all nonproprietary drawings, specifications, and other documents prepared by the Supplier or its Subcontractors as of the date of termination in connection with the System

20.4 In the event of termination of the Contract under GCC Clause 20.2, the Public Body shall pay to

the Supplier the following amounts:

- (a). The Contract Price, properly attributable to the parts of the System executed by the Supplier as of the date of termination;
- (b). The costs reasonably incurred by the Supplier in the removal of the Supplier's Equipment from the site and in the repatriation of the Supplier's and its Subcontractors' personnel;
- (c). Any amount to be paid by the Supplier to its Subcontractors in connection with the termination of any subcontracts, including any cancellation charges;
- (d). Costs incurred by the Supplier in protecting the System and leaving the site in a clean and safe condition pursuant to GCC Clause 20.3 (a); and
- (e). The cost of satisfying all other obligations, commitments, and claims that the Supplier may in good faith have undertaken with third parties in connection with the Contract and that are not covered by GCC Clauses 20.3 (a) through (d) above.

20.5 If the Public Body terminates the Contract in the event specified in GCC Clause 20.2 the notice of termination shall specify that termination is for the Public Body's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

#### **Termination for Supplier's Default**

20.6 In addition to the grounds for termination defined in these General Conditions, the Public Body may, by not less than thirty days written notice of termination to the Supplier stating the reason for termination of the contract and the date on which such termination becomes effective, terminate the Contract if:

- (a). The supplier has without valid reason failed to commence work on the System promptly or persistently fails to execute the Contract in accordance with the Contract or persistently neglects to carry out its obligations under the Contract without just cause;
- (b). The Supplier fails to remedy a failure in the performance of their obligations as specified in a notice of suspension of assignment pursuant to GCC Clause 19 within thirty days of receipt of such notice of suspension of assignment or within such period other agreed between the Parties in writing;
- (c). The Supplier becomes insolvent or bankrupt or enters into any agreements with its creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary, other than for a reconstruction or amalgamation;
- (d). The Supplier fails to comply with any final decision reached as a result of direct informal negotiation pursuant to GCC Sub-Clause 23.2 hereof;
- (e). The Supplier is unable as the result of Force Majeure, to perform a material portion of the Services for a period of not less than sixty days;
- (f). The Supplier assigns the contract or sub-contracts without the authorization of the Public Body;
- (g). The Supplier has been guilty of grave professional misconduct proven by any means which the Public Body can justify;
- (h). The Supplier has been declared to be in serious breach of contract financed by the Federal Democratic Republic of Ethiopia's budget for failure to comply with its contractual obligations.
- (i). The Supplier has been engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- (j). Any organizational modification occurs involving a change in the legal personality, nature or control of the Supplier, unless such modification is recorded in an addendum to the Contract;
- (k). Any other legal disability hindering performance of the Contract occurs;
- (l). The Supplier fails to provide the required guarantees or insurance, or the person providing the



underlying guarantee or insurance is not able to abide by its commitments.

- (m). Where the procurement requirement of the Public Body changes for any apparent or obvious reason;
  - (n). Where it emerges that the gap between the value of the Contract and the prevailing market price is so wide that allowing the implementation of the contract to proceed places the Public Body concerned at a disadvantage;
  - (o). The accumulated liquidated damage reached its maximum as stated in GCC Clause 24.1(b).
- 20.7 In the event the Public Body terminates the Contract pursuant to the GCC Sub-Clause 20.2 (a) to (o) the Public Body may, without prejudice to any other rights it may possess under the Contract, give a notice to the Supplier stating the nature of the default and requiring the Supplier to remedy the same. If the Supplier fails to remedy or to take steps to remedy the same within fourteen (14) days of its receipt of such notice, then the Public Body may terminate the Contract forthwith by giving a notice of termination to the Supplier that refers to GCC Sub-Clause 20.6 (a) to (o).
- 20.8 Upon receipt of the notice of termination under GCC Sub-Clause 20.6 (a) to (o), the Supplier shall, either immediately or upon such date as is specified in the notice of termination:
- (a). Cease all further work, except for such work as the Public Body may specify in the notice of termination for the sole purpose of protecting that part of the System already executed or any work required to leave the site in a clean and safe condition;
  - (b). Terminate all subcontracts, except those to be assigned to the Public Body pursuant to GCC Clause 20.8(d) below;
  - (c). Deliver to the Public Body the parts of the System executed by the Supplier up to the date of termination;
  - (d). To the extent legally possible, assign to the Public Body all right, title and benefit of the Supplier to the System or Subsystems as at the date of termination, and, as may be required by the Public Body, in any subcontracts concluded between the Supplier and its Subcontractors;
  - (e). Deliver to the Public Body all drawings, specifications, and other documents prepared by the Supplier or its Subcontractors as at the date of termination in connection with the System.
- 20.9 The Public Body may enter upon the site, expel the Supplier, and complete the System itself or by employing any third party. Upon completion of the System or at such earlier date as the Public Body thinks appropriate, the Public Body shall give notice to the Supplier that such Supplier's Equipment will be returned to the Supplier at or near the site and shall return such Supplier's Equipment to the Supplier in accordance with such notice. The Supplier shall thereafter without delay and at its cost remove or arrange removal of the same from the site.
- 20.10 In the event of any termination by the Public Body under this Clause, for the avoidance of doubt, the Supplier shall be entitled to be paid the Contract Price attributable to the portion of the System executed as at the date of termination and the costs, if any, incurred in protecting the System and in leaving the site in a clean and safe condition pursuant to the GCC Sub-Clause 20.8(a). Any sums due the Public Body from the Supplier accruing prior to the date of termination shall be deducted from the amount to be paid to the Supplier under this Contract.
- 20.11 If the Public Body completes the System, the cost of completing the System by the Public Body shall be determined. If the sum that the Supplier is entitled to be paid, pursuant to GCC Clause 20.10, plus the reasonable costs incurred by the Public Body in completing the System, exceeds the Contract Price, the Supplier shall be liable for such excess. If such excess is greater than the sums due the Supplier under GCC Clause 20.10, the Supplier shall pay the balance to the Public Body, and if such excess is less than the sums due the Supplier under GCC Clause 20.10, the Public Body shall pay the balance to the Supplier. The Public Body and the Supplier shall agree, in writing, on the computation described above and the manner in which any sums shall be paid

**Termination by Supplier**

20.12 The Supplier may, by not less than thirty days written notice to the Public Body, of such notice to be given after the occurrence of any of the events specified in GCC Sub-Clauses 20.12 (a) to (e) terminate the Contract if:

- (a). The Public Body fails to pay any money due to the Supplier pursuant to the Contract and not subject to dispute pursuant to GCC Clause 23, within forty-five days after receiving written notice from the Supplier that such payment is overdue;
- (b). The Supplier is unable to carry out any of its obligations under the Contract for any reason attributable to the Public Body, including but not limited to the Public Body's failure to provide possession of or access to the site or other areas or failure to obtain any governmental permit necessary for the execution and/or completion of the System;
- (c). The Public Body is in material breach of its obligations pursuant to the Contract and has not remedied the same within forty-five days (or such longer period as the Supplier may have subsequently approved in writing) following the receipt by the Public Body of the Supplier's notice specifying such breach;
- (d). The Supplier is unable as the result of Force Majeure, to perform a material portion of the Services for a period of not less than sixty days; or
- (e). The Public Body fails to comply with any final decision reached as a result of settlement of disputes pursuant to GCC Clause 23 hereof.

20.13 If the Contract is terminated under GCC Sub-Clause 20.12 (a) to (e), then the Supplier shall immediately:

- (a). Cease all further work, except for such work as may be necessary for the purpose of protecting that part of the System already executed, or any work required to leave the site in a clean and safe condition;
- (b). Terminate all subcontracts, except those to be assigned to the Public Body pursuant to GCC Clause 20.13(d)(ii);
- (c). Remove all Supplier's Equipment from the site and repatriate the Supplier's and its Subcontractor's personnel from the site.
- (d). In addition, the Supplier, subject to the payment specified in GCC Clause 20.14, shall:
  - (i) deliver to the Public Body the parts of the System executed by the Supplier up to the date of termination;
  - (ii) to the extent legally possible, assign to the Public Body all right, title, and benefit of the Supplier to the System, or Subsystems, as of the date of termination, and, as may be required by the Public Body, in any subcontracts concluded between the Supplier and its Subcontractors;
  - (iii) to the extent legally possible, deliver to the Public Body all drawings, specifications, and other documents prepared by the Supplier or its Subcontractors as of the date of termination in connection with the System.

20.14 If the Contract is terminated under GCC Sub-Clauses 20.12 (a) to (e), the Public Body shall pay to the Supplier all payments specified in GCC Clause 20.4, and reasonable compensation for all loss, except for loss of profit, or damage sustained by the Supplier arising out of, in connection with, or in consequence of such termination.

20.15 Termination by the Supplier pursuant to this GCC Clause 20 is without prejudice to any other rights or remedies of the Supplier that may be exercised in lieu of or in addition to rights conferred by GCC Clause 20.

- 20.16 In this GCC Clause 20, the expression “portion of the System executed” shall include all work executed, Services provided, and all Information Technologies, or other Goods acquired (or subject to a legally binding obligation to purchase) by the Supplier and used or intended to be used for the purpose of the System, up to and including the date of termination.
- 20.17 In this GCC Clause 20, in calculating any monies due from the Public Body to the Supplier, account shall be taken of any sum previously paid by the Public Body to the Supplier under the Contract, including any advance payment paid pursuant to this Contract.
- 20.18 If either Party disputes whether an event specified in this GCC Clause 20 has occurred, such Party may, within forty-five days after receipt of notice of termination from the other Party, refer the matter to settlement of disputes pursuant to GCC Clause 23 and the Contract shall not be terminated on account of such event except in accordance with the terms of any resolution award.

## **21. Arrangements on Termination**

- 21.1 The Public Body and the Supplier agree that termination or expiry of the Contract shall not affect either Party's obligations which the Contract provides shall survive the expiration or termination of the Contract.
- 21.2 After termination or expiry all data, documents and records (whether stored electronically or otherwise) relating in whole or in part to the all work executed, Services provided, and all Information Technologies, or other Goods acquired shall be delivered by the Supplier to the Public Body provided that the Supplier shall be entitled to keep copies thereof to the extent that the information contained therein does not relate solely to the Information Technologies, Materials, and other Goods or to the extent that the Supplier is required by law to maintain copies thereof or to the extent that the Supplier was possessed of such data documents and records prior to the date of the Contract. In addition, the Supplier shall co-operate fully with the Public Body during the handover leading to the termination of the Contract. This co-operation shall extend to full access to all documents, reports, summaries and any other information required to achieve an effective transition without disruption to routine operational requirements.

## **22. Cessation of Rights and Obligations**

- 22.1 Upon termination of the Contract pursuant to GCC Clause 20, or upon completion of the Contract, all rights and obligations of the Parties hereunder shall cease, except
- (a). Such rights and obligations as may have accrued on the date of termination or expiration;
  - (b). The Supplier's obligation to permit inspection, copying and auditing of their accounts and records set forth in GCC Clause 39; and
  - (c). Any right which a Party may have under the Governing Law
  - (d). The warranty rights provided for under Paragraph E.

## **23. Settlement of Disputes**

- 23.1 During any dispute, including a dispute as to the validity of the Contract, it is mutually agreed that the Supplier shall continue its performance of the provisions of the Contract (unless the Public Body requests in writing that the Supplier does not do so).
- 23.2 The Public Body and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement, controversy or dispute arising between them under or in connection with the Contract or interpretation thereof.

- 23.3 If a dispute arises between the Public Body and the Supplier in relation to any matter which cannot be resolved by the Authorized Officer and the Supplier Contract Manager either of them may refer such dispute to the procedure described in ITB Sub-Clause 23.4.
- 23.4 In the second instance each of the Public Body and the Supplier shall appoint more senior representatives than those referred to in Sub-Clause 23.3 to meet solely in order to resolve the matter in dispute. Such meeting(s) shall be minuted and shall be chaired by the Public Body (but the chairman shall not have a casting vote). Such meeting(s) shall be conducted in such manner and at such venue (including a meeting conducted over the telephone) as to promote a consensual resolution of the dispute in question at the discretion of the chairman.
- 23.5 If the Parties fail to resolve such a dispute or difference amicably within twenty-eight (28) days from the commencement of such procedure, either party may require that the dispute be referred for resolution through the courts in accordance with Ethiopian Law.
- 23.6 Only those Public Bodies that are allowed by law to proceed to arbitration can do so.

## **24. Liquidated Damages**

- 24.1 Except as provided under GCC Clause 17, if the Supplier fails to deliver any or all of the Information Technologies and other Goods or perform the Related Services within the period specified in the Contract, the Public Body may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages the following:
- (a). A penalty of 0.1% or 1/1000 of the value of undelivered item for each day of delay until actual delivery or performance,
  - (b). The cumulative penalty to be paid by the supplier shall not exceed 10% of the contract price.
- 24.2 If the delay in performing the contract affects its activities, the Public Body may terminate the contract by giving advance notice to the Supplier pursuant to GCC Clause 20 without any obligation to wait until the penalty reaches 10% of the value of the Contract.

## **25. Confidentiality**

- 25.1 The Public Body and the Supplier shall keep confidential and shall not disclose to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract if their disclosure would be contrary to law, would impede law enforcement, would not be in public interest, would prejudice legitimate commercial interest of the parties or would inhibit fair competition.. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Public Body to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under this Clause.
- 25.2 The Public Body shall not use such documents, data, and other information received from the Supplier for any purpose other than the operation, maintenance and further development of the System. Similarly, the Supplier shall not use such documents, data, and other information received from the Public Body for any purpose other than those that are required for the performance of the Contract.
- 25.3 The obligation of a party under this Clause, however, shall not apply to any Confidential Information that:
- (a). The Public Body or Supplier need to share with any other institutions participating in the financing

of the Contract;

- (b). Now or hereafter enters the public domain other than by breach of the Contract or other act or omissions of that Party;
- (c). Is obtained by a third party who is lawfully authorized to disclose such information;
- (d). Can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
- (e). Is authorized for release by the prior written consent of the other party.

25.4 The Parties shall not be prevented from using any general knowledge, experience or skills which were in their possession prior to the commencement of the Contract;

25.5 The Supplier authorizes the Public Body to disclose the Confidential Information:

- (a). to such person(s) as may be notified to the Supplier in writing by the Public Body from time to time to the extent only as is necessary for the purposes of auditing and collating information so as to ascertain a realistic market price for the Information Technologies and other Goods supplied in accordance with the Contract, such exercise being commonly referred to as "benchmarking". The Public Body shall use all reasonable endeavors to ensure that such person(s) keeps the Confidential Information confidential and does not make use of the Confidential Information except for the purpose for which the disclosure is made. The Public Body shall not without good reason claim that the lowest price available in the market is the realistic market price;
- (b). to its support service suppliers and their subcontractors to the extent reasonably required for them to perform their work under their support service contracts; and
- (c). to its affiliates and subsidiaries.

25.6 The Supplier agrees that:

- (a). Subject to Sub-Clause 25.6 (b), the decision on whether any exemption applies to a request for disclosure of recorded information is a decision solely for the Public Body;
- (b). Where the Public Body is managing a request as referred to in Sub-Clause 25.6 (a), the Supplier shall co-operate with the Public Body making the request and shall respond within five (5) working days of any request by it for assistance in determining how to respond to a request for disclosure.

25.7 The Supplier shall procure that its Subcontractors shall provide the Public Body with a copy of all information in its possession or power in the form that the Public Body requires within five (5) working days (or such other period as the Public Body may specify) of the Public Body requesting that Information.

25.8 The Public Body may consult the Supplier in relation to any request for disclosure of the Supplier's Confidential Information in accordance with all applicable guidance.

25.9 The above provisions of this Clause shall not in any way modify any undertaking of confidentiality given by either of the parties to this Contract prior to the date of the Contract in respect of the System or any part thereof.

25.10 This Clause 25 shall remain in force without limit in time in respect of Confidential Information which comprises Personal Data. Except as aforesaid and unless otherwise expressly set out in the Contract, this Clause 25 shall remain in force for a period of 3 years after the termination or expiry of this Contract.

25.11 In the event that the Supplier fails to comply with this Clause 25, the Public Body reserves the right to terminate the Contract by notice in writing with immediate effect.

**26. Copyright**

- 26.1 The Intellectual Property Rights in all Standard Software and Standard Materials shall remain vested in the owner of such rights.
- 26.2 The Public Body agrees to restrict use, copying, or duplication of the Standard Software and Standard Materials in accordance with GCC Clause 27, except that additional copies of Standard Materials may be made by the Public Body for use within the scope of the project of which the System is a part, in the event that the Supplier does not deliver copies within thirty (30) days from receipt of a request for such Standard Materials.
- 26.3 The Public Body's contractual rights to use the Standard Software or elements of the Standard Software may not be assigned, licensed, or otherwise transferred voluntarily except in accordance with the relevant license agreement or as may be otherwise specified in the SCC.
- 26.4 As applicable, the Public Body's and Supplier's rights and obligations with respect to Custom Software or elements of the Custom Software, including any license agreements, and with respect to Custom Materials or elements of the Custom Materials, are specified in the SCC. Subject to the SCC, the Intellectual Property Rights in all Custom Software and Custom Materials specified in Appendices 2 and 3 of the Contract Agreement (if any) shall, at the date of this Contract or on creation of the rights (if later than the date of this Contract), vest in the Public Body. The Supplier shall do and execute or arrange for the doing and executing of each necessary act, document, and thing that the Public Body may consider necessary or desirable to perfect the right, title, and interest of the Public Body in and to those rights. In respect of such Custom Software and Custom Materials, the Supplier shall ensure that the holder of a moral right in such an item does not assert it, and the Supplier shall, if requested to do so by the Public Body and where permitted by applicable law, ensure that the holder of such a moral right waives it.
- 26.5 The parties shall enter into such (if any) escrow arrangements in relation to the Source Code to some or all of the Software as are specified in the SCC and in accordance with the SCC.

**27. Software License Agreements**

- 27.1 Except to the extent that the Intellectual Property Rights in the Software vest in the Public Body, the Supplier hereby grants to the Public Body license to access and use the Software, including all inventions, designs, and marks embodied in the Software.

Such license to access and use the Software shall:

(a). be:

- (i) nonexclusive;
- (ii) fully paid up and irrevocable (except that it shall terminate if the Contract terminates under GCC Clauses 20.2 or 20.12);
- (iii) valid throughout the territory of the Federal Democratic Republic of Ethiopia (or such other territory as specified in the SCC); and
- (iv) subject to additional restrictions (if any) as specified in the SCC.

(b). permit the Software to be:

- (i) used or copied for use on or with the computer(s) for which it was acquired (if specified in the Technical Requirements and/or the Supplier's bid), plus a backup computer(s) of the same or similar capacity, if the primary is(are) inoperative, and during a reasonable transitional period when use is being transferred between primary and backup;
- (ii) as specified in the SCC, used or copied for use on or transferred to a replacement

computer(s), (and use on the original and replacement computer(s) may be simultaneous during a reasonable transitional period) provided that, if the Technical Requirements and/or the Supplier's bid specifies a class of computer to which the license is restricted and unless the Supplier agrees otherwise in writing, the replacement computer(s) is(are) within that class;

- (iii) if the nature of the System is such as to permit such access, accessed from other computers connected to the primary and/or backup computer(s) by means of a local or wide-area network or similar arrangement, and used on or copied for use on those other computers to the extent necessary to that access;
- (iv) reproduced for safekeeping or backup purposes;
- (v) customized, adapted, or combined with other computer software for use by the Public Body, provided that derivative software incorporating any substantial part of the delivered, restricted Software shall be subject to same restrictions as are set forth in this Contract;
- (vi) as specified in the SCC, disclosed to, and reproduced for use by, support service suppliers and their subcontractors, (and the Public Body may sublicense such persons to use and copy for use the Software) to the extent reasonably necessary to the performance of their support service contracts, subject to the same restrictions as are set forth in this Contract; and
- (vii) disclosed to, and reproduced for use by, the Public Body and by such other persons as are specified in the SCC (and the Public Body may sublicense such persons to use and copy for use the Software), subject to the same restrictions as are set forth in this Contract

27.2 The Standard Software may be subject to audit by the Supplier, in accordance with the terms specified in the SCC, to verify compliance with the above license agreements.

## **28. Commencement and Operational Acceptance**

28.1 The Supplier shall commence work on the System within the period specified in the SCC, and without prejudice to GCC Clause 56.2 (Operational Acceptance Time Guarantee), the Supplier shall thereafter proceed with the System in accordance with the time schedule specified in the Implementation Schedule in the Section 6 and any refinements made in the Agreed and Finalized Project Plan.

28.2 The Supplier shall achieve Operational Acceptance of the System (or Subsystem(s) where a separate time for Operational Acceptance of such Subsystem(s) is specified in the Contract) within the time specified in the SCC and in accordance with the time schedule specified in the Implementation Schedule in the Section 6 and any refinements made in the Agreed and Finalized Project Plan, or within such extended time to which the Supplier shall be entitled under GCC Clause 54 (Extension of Time for Achieving Operational Acceptance).

## **29. Miscellaneous**

29.1 Any provision of the Contract which is held to be invalid or unenforceable in any jurisdiction shall be ineffective to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable the remaining provisions hereof and any such invalidity or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provisions in any other jurisdiction.

29.2 The failure by the Public Body and Supplier to insist upon the strict performance of any provision,

term or condition of the Contract or to exercise any right or remedy consequent upon the breach thereof shall not constitute a waiver of any such breach or any subsequent breach of such provision, term or condition.

- 29.3 Each Party shall bear its own expenses in relation to the preparation, execution and implementation of the Contract including all costs legal fees and other expenses so incurred.
- 29.4 The Supplier warrants represents and undertakes to the Public Body that there are no pending or threatened actions or proceedings before any court or administrative agency which would materially adversely affect the financial condition, business or operations of the Supplier and that there are no material contracts existing to which the Supplier is a party which prevent it from entering into the Contract; and that the Supplier has satisfied itself as to the nature and extent of the risks assumed by it under the Contract and gathered all information necessary to perform its obligations under the Contract and all other obligations assumed by it.
- 29.5 The rights and remedies provided in the Contract are cumulative and not exclusive of any rights or remedies provided by any other contract or document. In this provision "right" includes any power, privilege, remedy, or proprietary or security interest.

### **C. Obligations of the Public Body**

#### **30. Provision of Assistance**

- 30.1 The Public Body shall ensure the accuracy of all information and/or data to be supplied by the Public Body to the Supplier, except when otherwise expressly stated in the Contract
- 30.2 The Public Body shall be responsible for timely provision of all resources, information, and decision making under its control that are necessary to reach an Agreed and Finalized Project Plan (pursuant to GCC Clause 44.2) within the time schedule specified in the Implementation Schedule in the Technical Requirements Section. Failure to provide such resources, information, and decision making may constitute grounds for Termination pursuant to GCC Clause 20.12 (b).
- 30.3 The Public Body shall be responsible for acquiring and providing legal and physical possession of the site and access to it, and for providing possession of and access to all other areas reasonably required for the proper execution of the Contract.
- 30.4 If requested by the Supplier, the Public Body shall use its best endeavors to assist the Supplier in obtaining in a timely and expeditious manner all permits, approvals, and/or licenses necessary for the execution of the Contract from all local, state, or national government authorities or public service undertakings that such authorities or undertakings require the Supplier or Subcontractors or the personnel of the Supplier or Subcontractors, as the case may be, to obtain.
- 30.5 In such cases where the responsibilities of specifying and acquiring or upgrading telecommunications and/or electric power services falls to the Supplier, as specified in the Technical Requirements, SCC, Agreed and Finalized Project Plan, or other parts of the Contract, the Public Body shall use its best endeavors to assist the Supplier in obtaining such services in a timely and expeditious manner.
- 30.6 The Public Body shall be responsible for timely provision of all resources, access, and information necessary for the Installation and Operational Acceptance of the System (including, but not limited to, any required telecommunications or electric power services), as identified in the Agreed and Finalized Project Plan, except where provision of such items is explicitly identified in the Contract as being the responsibility of the Supplier. Delay by the Public Body may result in an appropriate extension of the Time for Operational Acceptance, at the Supplier's discretion.



- 30.7 Unless otherwise specified in the Contract or agreed upon by the Public Body and the Supplier, the Public Body shall provide sufficient, properly qualified operating and technical personnel, as required by the Supplier to properly carry out Delivery, Pre-commissioning, Installation, Commissioning, and Operational Acceptance, at or before the time specified in the Technical Requirements Section's Implementation Schedule and the Agreed and Finalized Project Plan.
- 30.8 The Public Body will designate appropriate staff for the training courses to be given by the Supplier and shall make all appropriate logistical arrangements for such training as specified in the Technical Requirements, SCC, the Agreed and Finalized Project Plan, or other parts of the Contract.
- 30.9 The Public Body assumes primary responsibility for the Operational Acceptance Test(s) for the System, in accordance with GCC Clause 53.3, and shall be responsible for the continued operation of the System after Operational Acceptance. However, this shall not limit in any way the Supplier's responsibilities after the date of Operational Acceptance otherwise specified in the Contract.
- 30.10 The Public Body is responsible for performing and safely storing timely and regular backups of its data and Software in accordance with accepted data management principles, except where such responsibility is clearly assigned to the Supplier elsewhere in the Contract.
- 30.11 All costs and expenses involved in the performance of the obligations under this GCC Clause 30 shall be the responsibility of the Public Body, save those to be incurred by the Supplier with respect to the performance of the Operational Acceptance Test(s), in accordance with GCC Clause 53.3.
- 30.12 Other Public Body responsibilities, if any, are as stated in the SCC.

**D. Payment****31. Contract Price**

- 31.1 Prices charged by the Supplier for the System or Subsystem(s), Goods and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid.
- 31.2 The Contract Price shall be net i.e. after the deduction of all agreed discounts. In the absence of written agreement by the Parties to the contrary, the Contract Price shall include the cost of packaging, packing materials, addressing, labeling, loading and delivery to the Location, and all appropriate tax and duty.
- 31.3 The Supplier shall be deemed to have satisfied itself as to the correctness and sufficiency of the Contract Price, which shall, except as otherwise provided for in the Contract, cover all its obligations under the Contract.
- 31.4 Except as provided in GCC Sub-Clause 15.1, the Contract price may only be increased above amounts stated in GCC Sub-Clause 31.1 if the Parties have agreed to change contract elements in accordance with GCC Clause 14.

**32. Price Adjustments**

- 32.1 Contracts Prices shall be fixed throughout the Supplier's performance of the Contract and not subject to adjustment on any account.
- 32.2 This provision remains in effect for the duration of the contract once it becomes effective.
- 32.3 Any discount offered by the Supplier under this Contract cannot be reduced during the Term of this Contract without the agreement in writing of the Public Body.

**33. Mode of Billing and Terms of Payment**

- 33.1 In consideration of the Supplier's due and proper performance of its obligations under the Contract, the Supplier may charge the Public Body the Contract Price in accordance with this Clause and SCC.
- 33.2 The Supplier's request for payment shall be made to the Public Body in writing, accompanied by an invoice. Invoices shall not be rendered by the Supplier until completion of delivery of all of the Systems and other Goods to be supplied, installed, integrated, and made operational which are the subject of the Purchase Order unless otherwise agreed in writing. Where the Parties agree delivery by installments, the Supplier may render an invoice for each delivered installment.
- 33.3 An invoice is correctly rendered if:
  - (a). The invoice is addressed to the Public Body's officer specified in the Purchase Order to receive invoices and identifies the number of relevant Purchase Order and Contract;
  - (b). The invoice includes date of issuance and its serial number;
  - (c). The amount claimed in the invoice is due for payment;
  - (d). The amount specified in the invoice is correctly calculated in accordance with the Contract;
  - (e). The invoice is set out in a manner that enables the Public Body to ascertain which System or Subsystem(s), Goods or Service the invoice covers (description, quantity, and unit of measure) and the respective Price, or Charge payable in respect of that System or Subsystem(s), Goods or Service;

- (f). The invoice is accompanied by the relevant Certificate of Acceptance signed by the Public Body's official representative certifying that the amount specified in the invoice is in accordance with the Contract and delivered System or Subsystem(s), Goods or Services meet all Purchase Order and acceptance criteria requirements;
- (g). The invoice includes the name and address of Supplier to whom payment is to be sent;
- (h). The invoice includes the name, title, and phone number of person to notify in the event of defective invoice;
- (i). The invoice includes Supplier's bank account information, and
- (j). The invoice is, where appropriate, certified as sales tax exempt.

Failure to provide such information will entitle the Public Body to delay payment of the Contract Price until such information is provided.

- 33.4 The Public Body shall pay the Contract Price to the Supplier, within the period specified in the SCC and upon receipt of the valid invoice (rendered in accordance with Sub-Clause 33.3.
- 33.5 All payment to the Supplier under this Contract shall be made in currency specified in the SCC.
- 33.6 The invoice provided to the Public Body by the Supplier in accordance with this Clause shall show appropriate taxes separately.
- 33.7 The Public Body shall not be responsible for the payment of any charges for System or Subsystem(s), and Goods supplied in excess of the System or Subsystem(s), and Goods required by the Purchase Order or any variation of it unless authorized in writing by a further Purchase Order.
- 33.8 No payment of or on account of the Contract Price shall be deemed to constitute acceptance by the Public Body of the System or any Subsystem(s).
- 33.9 If the Supplier requests an advance payment the advance may be paid by the Public Body in an amount not exceeding 30% of the total contract price.
- 33.10 As a prerequisite for such advance payment supplier shall submit advance payment security in an amount equal to the advance payment it receives in the form of a certified cheque or unconditional bank guarantee at its option from a reputable bank, together with its request for advance payment as per the contract.
- 33.11 Should the advance payment security cease to be valid and the Supplier fails to re-validate it, a deduction equal to the amount of the advance payment may be made by the Public Body from future payments due to the Supplier under the Contract.
- 33.12 If a Contract is terminated for any reason, the guarantee securing the advance payment may be invoked in order to recover the balance of the advance payment still owed by the Supplier.

## **E. Obligations of the Supplier**

### **34. Supplier's Responsibilities**

- 34.1 The Supplier shall conduct all activities with due care and diligence, in accordance with the Contract and with the skill and care expected of a competent provider of information technologies, information systems, support, maintenance, training, and other related services, or in accordance with best industry practices. In particular, the Supplier shall provide and employ only technical personnel who are skilled and experienced in their respective callings and supervisory staff who are competent to adequately supervise the work at hand.
- 34.2 The Supplier confirms that it has entered into this Contract on the basis of a proper examination of

the data relating to the System provided by the Public Body and on the basis of information that the Supplier could have obtained from a visual inspection of the site (if access to the site was available) and of other data readily available to the Supplier relating to the System as at the date twenty-eight (28) days prior to bid submission. The Supplier acknowledges that any failure to acquaint itself with all such data and information shall not relieve its responsibility for properly estimating the difficulty or cost of successfully performing the Contract.

- 34.3 The Supplier shall be responsible for timely provision of all resources, information, and decision making under its control that are necessary to reach a mutually agreed and Finalized Project Plan (pursuant to GCC Clause 44.2) within the time schedule specified in the Implementation Schedule in the Section 6. Failure to provide such resources, information, and decision making may constitute grounds for termination pursuant to GCC Clause 20.6.
- 34.4 The Supplier shall acquire in its name all permits, approvals, and/or licenses from all local or national government authorities or public service undertakings in the Federal Democratic Republic of Ethiopia that are necessary for the performance of the Contract, including, without limitation, visas for the Supplier's and Subcontractor's personnel and entry permits for all imported Supplier's Equipment. The Supplier shall acquire all other permits, approvals, and/or licenses that are not the responsibility of the Public Body under GCC Clause 30.4 and that are necessary for the performance of the Contract
- 34.5 The Supplier shall comply with all laws in force in the Federal Democratic Republic of Ethiopia. The laws will include all national, provincial, municipal, or other laws that affect the performance of the Contract and are binding upon the Supplier. The Supplier shall indemnify and hold harmless the Public Body from and against any and all liabilities, damages, claims, fines, penalties, and expenses of whatever nature arising or resulting from the violation of such laws by the Supplier or its personnel, including the Subcontractors and their personnel, but without prejudice to GCC Clause 30.1. The Supplier shall not indemnify the Public Body to the extent that such liability, damage, claims, fines, penalties, and expenses were caused or contributed to by a fault of the Public Body.
- 34.6 The Supplier shall, in all dealings with its labor and the labor of its Subcontractors currently employed on or connected with the Contract, pay due regard to all recognized festivals, official holidays, religious or other customs, and all local laws and regulations pertaining to the employment of labor.
- 34.7 Other Supplier responsibilities, if any, are as stated in the SCC.

### **35. Joint Venture, Consortium or Association**

- 35.1 If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Public Body for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Public Body.

### **36. Eligibility**

- 36.1 Any Information Technologies or other Goods and Services supplied under the Contract shall have their origin in the countries and territories eligible under the rules further elaborated in Section 5.
- 36.2 For purposes of this Clause, "origin" means the place where the Information Technologies or

other goods were mined, grown, or produced, or from which the Services are supplied. Information Technologies or other Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

36.3 The origin of Goods and Services is distinct from the nationality of the Supplier

### **37. Code of Conduct**

- 37.1 The Supplier shall, at all times, act loyally and impartially and as a faithful adviser to the Public Body in accordance with the rules and/or code of conduct of its profession as well as with appropriate discretion. The Supplier shall, in particular, at all times refrain from making any public statements concerning the Information Technologies, Materials and other Goods as well as the performance of all Services without the prior approval of the Public Body, and from engaging in any activity which conflicts with its obligations towards the Public Body under the contract. It shall not commit the Public Body without its prior written consent, and shall, where appropriate, make this obligation clear to third parties.
- 37.2 If the Supplier or any of its Subcontractors, personnel, agents or servants offers to give or agrees to offer or to give or gives to any person, any bribe, gift, gratuity or commission as an inducement or reward for doing or forbearing to do any act in relation to the contract or any other contract with the Public Body, or for showing favor or disfavor to any person in relation to the contract or any other contract with the Public Body, then the Public Body may terminate the contract, without prejudice to any accrued rights of the Supplier under the contract.
- 37.3 The payments to the Supplier under the contract shall constitute the only income or benefit it may derive in connection with the contract and neither it nor its personnel shall accept any commission, discount, allowance, indirect payment or other consideration in connection with, or in relation to, or in discharge of, its obligations under the contract.
- 37.4 The Supplier shall not have the benefit, whether directly or indirectly, of any royalty, gratuity or commission in respect of any patented or protected article or process used in or for the purposes of the contract or the project, without the prior written approval of the Public Body.
- 37.5 The Supplier and its staff shall maintain professional secrecy, for the duration of the contract and after completion thereof. In this connection, except with the prior written consent of the Public Body, neither the Supplier nor the personnel employed or engaged by it shall at any time communicate to any person or entity any confidential information disclosed to them or discovered by them, or make public any information as to the recommendations formulated in the course of or as a result of the services. Furthermore, they shall not make any use prejudicial to the Public Body, of information supplied to them and of the results of studies, tests and research carried out in the course and for the purpose of performing the contract.
- 37.6 The execution of the contract shall not give rise to unusual commercial expenses. If such unusual commercial expenses emerge, the contract will be terminated. Unusual commercial expenses are commissions not mentioned in the contract or not stemming from a properly concluded contract referring to the contract, commissions not paid in return for any actual and legitimate service, commissions remitted to a tax haven, commissions paid to a recipient who is not clearly identified or commission paid to a company which has every appearance of being a front company.
- 37.7 The Supplier shall supply to the Public Body on request supporting evidence regarding the conditions in which the contract is being executed. The Public Body may carry out whatever documentary or on-the spot checks it deems necessary to find evidence in case of suspected unusual commercial expenses.

**38. Conflict of Interests**

- 38.1 The Supplier shall take all necessary measures to prevent or end any situation that could compromise the impartial and objective performance of the Contract. Such conflict of interests could arise in particular as a result of economic interest, family or emotional ties, or any other relevant connection or shared interest. Any conflict of interests, which could arise during performance of the Contract, must be notified in writing to the Public Body without delay.
- 38.2 The Public Body reserves the right to verify that such measures are adequate and may require additional measures to be taken if necessary. The Supplier shall ensure that its staff, including its management, is not placed in a situation, which could give rise to conflict of interests. Without prejudice to Clause 24, the Supplier shall replace, immediately and without compensation from the Public Body, any member of its staff exposed to such a situation.
- 38.3 The Supplier shall refrain from any contact, which would compromise its independence or that of its personnel. If the Supplier fails to maintain such independence, the Public Body may, without prejudice to compensation for any damage, which it may have suffered on this account, terminate the contract forthwith, without giving formal notice thereof.
- 38.4 The Supplier shall, after the conclusion or termination of the contract, limit its role in connection to the provision of the Information Technologies, Materials and other Goods as well as the performance of all Services. Except with the written permission of the Public Body, the Supplier and any other supplier with whom the Supplier is associated or affiliated shall be disqualified from the execution of works, Information Technologies, Materials and other Goods as well as the performance of all Services for the Public Body in any capacity.

**39. Accounting, Inspection and Auditing**

- 39.1 The Supplier shall keep accurate and systematic accounts and records relating to the performance of the Contract, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time charges and costs.
- 39.2 For the purpose of the examination and certification of the Public Body's accounts; or any examination of the economy, efficiency and effectiveness with which the Public Body has used its resources, the Federal Auditor General and the Public Procurement and Property Administration Agency or its auditors may examine such documents as he may reasonably require which are owned, held or otherwise within the control of the Supplier and may require the Supplier to produce such oral or written explanation as he considers necessary. The Supplier acknowledges that it will fully cooperate with any counter fraud policy or investigation carried out by authorized body at any time.

**40. Data Protection**

- 40.1 The Supplier shall comply with all applicable data protection legislation. In particular the Supplier agrees:
- (a). To maintain appropriate technical and organizational security measures;
  - (b). To only process Personal Data for and on behalf of the Public Body, in accordance with the instructions of the Public Body and for the purpose of performing its obligations under the Contract;
  - (c). To allow the Public Body to audit the Supplier's compliance with the requirements of this Clause on reasonable notice and/or to provide the Public Body with evidence of its compliance with the obligations set out in this Clause.

- 40.2 The Supplier agrees to indemnify and keep indemnified the Public Body against all claims and proceedings and all liability, loss, costs and expenses incurred in connection therewith by the Public Body as a result of any claim made or brought by any individual or other legal person in respect of any loss, damage or distress caused to that individual or other legal person as a result of the Supplier's unauthorized processing, unlawful processing, destruction of and/or damage to any Personal Data processed by the Supplier, its employees or agents in the Supplier's performance of the Contract or as otherwise agreed between the Parties.

#### **41. Review**

- 41.1 The Supplier shall attend formal review meetings (each such meeting being a "Review"), as required by the Authorized Officer, to discuss the Public Body's levels of satisfaction in respect of the Information Technologies, Materials and other Goods as well as the performance of all Services supplied under the Contract and to agree any necessary action to address areas of dissatisfaction. The Supplier will not obstruct or withhold its agreement to any such necessary action. Such Reviews shall be attended by duly authorized and sufficiently senior employees of both the Public Body and the Supplier together with any other relevant attendees. The Parties shall agree a standing agenda for such Reviews.

#### **42. Performance Security**

- 42.1 The Supplier shall, within fifteen (15) days from signing the contract, provide a Performance Security for the due performance of the Contract in the amount specified in the SCC.
- 42.2 The proceeds of the Performance Security shall be payable to the Public Body as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 42.3 The Performance Security shall be denominated in currency specified in the SCC, and shall be in the form of cash, cheque certified by a reputable bank, letter of credit, or Bank Guarantee in the format specified in the SCC.
- 42.4 The Performance Security shall be discharged by the Public Body and returned to the Supplier not later than twenty-eight (28) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the SCC.
- 42.5 Upon Operational Acceptance of the entire System, the security shall be reduced to the amount specified in the SCC, on the date of such Operational Acceptance, so that the reduced security would only cover the remaining warranty obligations of the Supplier
- 42.6 Notwithstanding the provision of GCC Sub-Clause 42.2 above, the Performance Security may be returned to the Supplier where the Procurement Endorsing Committee ascertains that the noncompliance of the Supplier does not affect the interest of, or entail additional cost on the Public Body and is not due to the fault of the Supplier.
- 42.7 The Public Body shall be required to submit any document in its possession in relation to a procurement in which it authorizes the return of the Performance Security to the Supplier and account for its action under the preceding GCC Sub-Clause 42.6 to the Public Procurement and Property Administration Agency or other competent body if and when required to do so.

### **F. Performance of the Contract**

**43. Scope of the System**

- 43.1 Unless otherwise expressly limited in the SCC or Technical Requirements, the Supplier's obligations cover the provision of all Information Technologies, Materials and other Goods as well as the performance of all Services required for the design, development, and implementation (including procurement, quality assurance, assembly, associated site preparation, Delivery, Pre-commissioning, Installation, Testing, and Commissioning) of the System, in accordance with the plans, procedures, specifications, drawings, codes, and any other documents specified in the Contract and the Agreed and Finalized Project Plan.
- 43.2 The Supplier shall, unless specifically excluded in the Contract, perform all such work and / or supply all such items and Materials not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining Operational Acceptance of the System as if such work and / or items and Materials were expressly mentioned in the Contract.
- 43.3 The Supplier's obligations (if any) to provide Goods and Services as implied by the Supplier's bid, such as consumables, spare parts, and technical services (e.g., maintenance, technical assistance, and operational support), are as specified in the SCC, including the relevant terms, characteristics, and timings

**44. Project Plan**

- 44.1 In close cooperation with the Public Body and based on the Preliminary Project Plan included in the Supplier's bid, the Supplier shall develop a Project Plan encompassing the activities specified in the Contract. The contents of the Project Plan shall be as specified in the SCC and/or Technical Requirements.
- 44.2 The Supplier shall formally present to the Public Body the Project Plan in accordance with the procedure specified in the SCC.
- 44.3 If required, the impact on the Implementation Schedule of modifications agreed during finalization of the Agreed and Finalized Project Plan shall be incorporated in the Contract by amendment, in accordance with GCC Clauses 14 and 54.
- 44.4 The Supplier shall undertake to supply, install, test, and commission the System in accordance with the Agreed and Finalized Project Plan and the Contract.
- 44.5 The Progress and other reports specified in the SCC shall be prepared by the Supplier and submitted to the Public Body in the format and frequency specified in the Technical Requirements.

**45. Design and Engineering****45.1 Technical Specifications and Drawings**

- (a). The Supplier shall execute the basic and detailed design and the implementation activities necessary for successful installation of the System in compliance with the provisions of the Contract or, where not so specified, in accordance with good industry practice. The Supplier shall be responsible for any discrepancies, errors or omissions in the specifications, drawings, and other technical documents that it has prepared, whether such specifications, drawings, and other documents have been approved by the Project Manager or not, provided that such discrepancies, errors, or omissions are not because of inaccurate information furnished in writing to the Supplier by or on behalf of the Public Body.
- (b). The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification,



or other document, or any modification of such design, drawings, specification, or other documents provided or designated by or on behalf of the Public Body, by giving a notice of such disclaimer to the Project Manager.

#### **45.2 Codes and Standards**

Wherever references are made in the Contract to codes and standards in accordance with which the Contract shall be executed, the edition or the revised version of such codes and standards current at the date twenty-eight (28) days prior to date of bid submission shall apply unless otherwise specified in the SCC. During Contract execution, any changes in such codes and standards shall be applied after approval by the Public Body and shall be treated in accordance with GCC Clause 14.3.

#### **45.3 Approval/Review of Technical Documents by the Project Manager**

- (a). The Supplier shall prepare and furnish to the Project Manager the documents as specified in the SCC for the Project Manager's approval or review.

Any part of the System covered by or related to the documents to be approved by the Project Manager shall be executed only after the Project Manager's approval of these documents.

GCC Clauses 45.3(b) through 45.3(g) shall apply to those documents requiring the Project Manager's approval, but not to those furnished to the Project Manager for its review only.

- (b). Within fourteen (14) days after receipt by the Project Manager of any document requiring the Project Manager's approval in accordance with GCC Clause 45.3(a), the Project Manager shall either return one copy of the document to the Supplier with its approval endorsed on the document or shall notify the Supplier in writing of its disapproval of the document and the reasons for disapproval and the modifications that the Project Manager proposes. If the Project Manager fails to take such action within the fourteen (14) days, then the document shall be deemed to have been approved by the Project Manager.
- (c). The Project Manager shall not disapprove any document except on the grounds that the document does not comply with some specified provision of the Contract or that it is contrary to good industry practice.
- (d). If the Project Manager disapproves the document, the Supplier shall modify the document and resubmit it for the Project Manager's approval in accordance with GCC Clause 45.3(b). If the Project Manager approves the document subject to modification(s), the Supplier shall make the required modification(s), and the document shall then be deemed to have been approved, subject to GCC Clause 45.3(e). The procedure set out in GCC Clauses 45.3(b) through 45.3(d) shall be repeated, as appropriate, until the Project Manager approves such documents.
- (e). If any dispute occurs between the Public Body and the Supplier in connection with or arising out of the disapproval by the Project Manager of any document and/or any modification(s) to a document the Public Body and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement, controversy or dispute arising between them.
- (f). The Project Manager's approval, with or without modification of the document furnished by the Supplier, shall not relieve the Supplier of any responsibility or liability imposed upon it by any provisions of the Contract except to the extent that any subsequent failure results from modifications required by the Project Manager or inaccurate information furnished in writing to the Supplier by or on behalf of the Public Body.
- (g). The Supplier shall not depart from any approved document unless the Supplier has first submitted to the Project Manager an amended document and obtained the Project Manager's approval of the document, pursuant to the provisions of this GCC Clause 45.3. If the Project Manager requests any change in any already approved document and/or in any document based on such an approved document, the provisions of GCC Clause 14 shall apply to such request.

**46. Delivery**

- 46.1 Subject to related Public Body's responsibilities pursuant to GCC Clause 30, the Supplier shall manufacture or procure and transport all the Information Technologies, Materials, and other Goods in an expeditious and orderly manner to the Project Site.
- 46.2 Delivery of the Information Technologies, Materials, and other Goods shall be made by the Supplier in accordance with any delivery instructions in the SCC, Purchase Order or as agreed by the Parties in writing.
- 46.3 Delivery shall be completed when the Information Technologies, Materials, and other Goods have been unloaded at the Location and such delivery has been accepted by a duly authorized agent, employee or Location representative of the Public Body. The Public Body shall procure that such duly authorized agent, employee or Location representative of the Public Body is at the delivery location in order to accept such delivery.
- 46.4 In the event that the Public Body require next day or short notice deliveries which are not provided for in the SCC Clause 46.2, the Supplier may pass on any additional costs relating to the delivery of the Information Technologies, Materials, and other Goods to the Public Body.
- 46.5 Early or partial deliveries require the explicit written consent of the Public Body, which consent shall not be unreasonably withheld.
- 46.6 Unless otherwise stated in the SCC, the Supplier is responsible for obtaining all export and import licenses for the Information Technologies, Materials, and other Goods and shall be responsible for any delays due to such licenses not being available when required.
- 46.7 In the case of any Information Technologies, Materials, and other Goods supplied from outside the Federal Democratic Republic of Ethiopia, the Supplier shall ensure that accurate information is provided to the Public Body as to the country of origin of the Information Technologies, Materials, and other Goods and shall be liable to the Public Body for any additional duties or taxes for which the Public Body may be accountable should the country of origin prove to be different from that advised by the Supplier.
- 46.8 Any arrangement to deliver the Information Technologies, Materials, and other Goods where carriage is to be charged separately or any arrangement by which the Information Technologies, Materials, and other Goods are collected by the Public Body in return for a discount on the Contract Price shall be recorded in writing and signed by a duly authorized signatory on behalf of the Public Body. Where due to an emergency such arrangements cannot be committed to writing and signed off as aforesaid the Parties shall confirm such arrangements in writing as soon as possible thereafter.
- 46.9 The details of shipping and other documents to be furnished by the Supplier are specified in the SCC.

**47. Packing, Marking, and Documents**

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

- 47.2 Unless otherwise specified in SCC, the following details shall be shown on the outside of every package:
- (a). A description of the Information Technologies, Materials, and other Goods which shall include, without limitation, the weight of the Information Technologies, Materials, and other Goods where available and the Public Body's Purchase Order number;
  - (b). The quantity in the package where available;
  - (c). Any special directions for storage;
  - (d). The expiry date of the contents where available;
  - (e). The batch number; and
  - (f). The name of the manufacturer of the Information Technologies, Materials, and other Goods and the Supplier.
- 47.3 All Information Technologies, Materials, and other Goods that customarily bear any mark, tab, brand, label or other device indicating place of origin, inspection by any government or other body or standard of quality must be delivered with all the said marks, tabs, brands, labels, serial numbers or other devices intact.

#### **48. Containers and Pallets**

- 48.1 The Supplier shall collect without charge any returnable containers (including pallets) within 21 days of the date of the relevant delivery note unless otherwise instructed by the Public Body. Empty containers not so removed may be returned by the Public Body at the Supplier's expense or otherwise disposed of at the Public Body's discretion. The Supplier shall credit in full any charged containers upon collection or return.

#### **49. Product Upgrades**

- 49.1 At any point during performance of the Contract, should technological advances be introduced by the Supplier for Information Technologies originally offered by the Supplier in its bid and still to be delivered, the Supplier shall be obligated to offer to the Public Body the latest versions of the available Information Technologies having equal or better performance or functionality at the same or lesser unit prices, pursuant to GCC Clause 14 (Changes in Contract Elements).
- 49.2 At any point during performance of the Contract, for Information Technologies still to be delivered, the Supplier will also pass on to the Public Body any cost reductions and additional and/or improved support and facilities that it offers to other clients of the Supplier in the Federal Democratic Republic of Ethiopia, pursuant to GCC Clause 14 (Changes in Contract Elements).
- 49.3 During performance of the Contract, the Supplier shall offer to the Public Body all new versions, releases, and updates of Standard Software, as well as related documentation and technical support services, within thirty (30) days of their availability from the Supplier to other clients of the Supplier in the Federal Democratic Republic of Ethiopia, and no later than twelve (12) months after they are released in the country of origin. In no case will the prices for this Software exceed those quoted by the Supplier in the Recurrent Costs tables in its Bid.
- 49.4 During the Warranty Period, unless otherwise specified in the SCC, the Supplier will provide at no additional cost to the Public Body all new versions, releases, and updates for all Standard Software that are used in the System, within thirty (30) days of their availability from the Supplier to other clients of the Supplier in the Federal Democratic Republic of Ethiopia, and no later than twelve (12) months after they are released in the country of origin of the Software.
- 49.5 The Public Body shall introduce all new versions, releases or updates of the Software within

eighteen (18) months of receipt of a production-ready copy of the new version, release, or update, provided that the new version, release, or update does not adversely affect System operation or performance or require extensive reworking of the System. In cases where the new version, release, or update adversely affects System operation or performance, or requires extensive reworking of the System, the Supplier shall continue to support and maintain the version or release previously in operation for as long as necessary to allow introduction of the new version, release, or update. In no case shall the Supplier stop supporting or maintaining a version or release of the Software less than twenty four (24) months after the Public Body receives a production-ready copy of a subsequent version, release, or update. The Public Body shall use all reasonable endeavors to implement any new version, release, or update as soon as practicable, subject to the twenty-four-month-long stop date.

## **50. Implementation, Installation, and Other Services**

- 50.1 The Supplier shall provide all Services specified in the Contract and Agreed and Finalized Project Plan in accordance with the highest standards of professional competence and integrity.
- 50.2 Prices charged by the Supplier for Services, if not included in the Contract, shall be agreed upon in advance by the parties (including, but not restricted to, any prices submitted by the Supplier in the Recurrent Cost Schedules of its Bid) and shall not exceed the prevailing rates charged by the Supplier to other Clients in the Federal Democratic Republic of Ethiopia for similar services.

## **51. Inspections and Tests**

- 51.1 The Public Body or its representative shall have the right to inspect and/or test any components of the System, as specified in the Technical Requirements, to confirm their good working order and/or conformity to the Contract at the point of delivery and/or at the Project Site.
- 51.2 The Public Body or its representative shall be entitled to attend any such inspections and/or tests of the components, provided that the Public Body shall bear all costs and expenses incurred in connection with such attendance, including but not limited to all inspection agent fees, travel, and related expenses.
- 51.3 Should the inspected or tested components fail to conform to the Contract, the Public Body may reject the component(s), and the Supplier shall either replace the rejected component(s), or make alterations as necessary so that it meets the Contract requirements free of cost to the Public Body.
- 51.4 The Project Manager may require the Supplier to carry out any inspection and/or test not specified in the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such inspection and/or test shall be added to the Contract Price. Further, if such inspection and/or test impede the progress of work on the System and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Time for Achieving Operational Acceptance and the other obligations so affected.
- 51.5 If any dispute shall arise between the parties in connection with or caused by an inspection and/or with regard to any component to be incorporated in the System that cannot be settled amicably between the parties within a reasonable period of time, either party may invoke the process pursuant to GCC Clause 23 (Settlement of Disputes).

## **52. Installation of the System**

- 52.1 As soon as the System, or any Subsystem, has, in the opinion of the Supplier, been delivered, Pre-commissioned, and made ready for Commissioning and Operational Acceptance Testing in

accordance with the Technical Requirements, the SCC and the Agreed and Finalized Project Plan, the Supplier shall so notify the Public Body in writing.

- 52.2 The Project Manager shall, within fourteen (14) days after receipt of the Supplier's notice under GCC Clause 52.1, either issue an Installation Certificate in the form specified in the Bidding Documents, stating that the System, or major component or Subsystem (if Acceptance by major component or Subsystem is specified pursuant to the SCC for GCC Clause 53.3), has achieved Installation by the date of the Supplier's notice under GCC Clause 52.1, or notify the Supplier in writing of any defects and/or deficiencies, including, but not limited to, defects or deficiencies in the interoperability or integration of the various components and/or Subsystems making up the System. The Supplier shall use all reasonable endeavors to promptly remedy any defect and/or deficiencies that the Project Manager has notified the Supplier of. The Supplier shall then promptly carry out retesting of the System or Subsystem and, when in the Supplier's opinion the System or Subsystem is ready for Commissioning and Operational Acceptance Testing, notify the Public Body in writing, in accordance with GCC Clause 52.1. The procedure set out in this GCC Clause 52.2 shall be repeated, as necessary, until an Installation Certificate is issued.
- 52.3 If the Project Manager fails to issue the Installation Certificate and fails to inform the Supplier of any defects and/or deficiencies within fourteen (14) days after receipt of the Supplier's notice under GCC Clause 52.1, or if the Public Body puts the System or a Subsystem into production operation, then the System (or Subsystem) shall be deemed to have achieved successful Installation as of the date of the Supplier's notice or repeated notice, or when the Public Body put the System into production operation, as the case may be

### **53. Commissioning and Operational Acceptance**

#### **Commissioning**

- 53.1 Commissioning of the System (or Subsystem if specified pursuant to the SCC for GCC Clause 53.3) shall be commenced by the Supplier:
- (a). immediately after the Installation Certificate is issued by the Project Manager, pursuant to GCC Clause 52.2; or
  - (b). as otherwise specified in the Technical Requirement or the Agreed and Finalized Project Plan; or
  - (c). immediately after Installation is deemed to have occurred, under GCC Clause 52.3.
- 53.2 The Public Body shall supply the operating and technical personnel and all materials and information reasonably required to enable the Supplier to carry out its obligations with respect to Commissioning.

Production use of the System or Subsystem(s) shall not commence prior to the start of formal Operational Acceptance Testing.

#### **Operational Acceptance Tests**

- 53.3 The Operational Acceptance Tests (and repeats of such tests) shall be the primary responsibility of the Public Body (in accordance with GCC Clause 30.9), but shall be conducted with the full cooperation of the Supplier during Commissioning of the System (or major components or Subsystem[s] if specified in the SCC and supported by the Technical Requirements), to ascertain whether the System (or major component or Subsystem[s]) conforms to the Technical Requirements and meets the standard of performance quoted in the Supplier's bid, including, but not restricted to, the functional and technical performance requirements. The Operational Acceptance Tests during Commissioning will be conducted as specified in the SCC, the Technical Requirements and/or the Agreed and Finalized Project Plan.

At the Public Body's discretion, Operational Acceptance Tests may also be performed on replacement Goods, upgrades and new version releases, and Goods that are added or field-modified after Operational Acceptance of the System.

- 53.4 If for reasons attributable to the Public Body, the Operational Acceptance Test of the System (or Subsystem[s] or major components, pursuant to the SCC for GCC Clause 53.3) cannot be successfully completed within the period specified in the SCC, from the date of Installation or any other period agreed upon in writing by the Public Body and the Supplier, the Supplier shall be deemed to have fulfilled its obligations with respect to the technical and functional aspects of the Technical Specifications, SCC and/or the Agreed and Finalized Project Plan, and GCC Clauses 56.2 and 56.3 shall not apply.

#### **Operational Acceptance**

- 53.5 Subject to GCC Clauses 53.11, 53.12, and 53.13 (Partial Acceptance) below, Operational Acceptance shall occur in respect of the System, when:

- (a). the Operational Acceptance Tests, as specified in the Technical Requirements, and/or SCC and/or the Agreed and Finalized Project Plan have been successfully completed; or
- (b). the Operational Acceptance Tests have not been successfully completed or have not been carried out for reasons that are attributable to the Public Body within the period from the date of Installation or any other agreed-upon period as specified in GCC Clause 53.4 above; or
- (c). the Public Body has put the System into production or use for sixty (60) consecutive days. If the System is put into production or use in this manner, the Supplier shall notify the Public Body and document such use.

- 53.6 At any time after any of the events set out in GCC Clause 53.5 have occurred, the Supplier may give a notice to the Project Manager requesting the issue of an Operational Acceptance Certificate.

- 53.7 After consultation with the Public Body, and within fourteen (14) days after receipt of the Supplier's notice, the Project Manager shall:

- (a). issue an Operational Acceptance Certificate; or
- (b). notify the Supplier in writing of any defect or deficiencies or other reason for the failure of the Operational Acceptance Tests; or
- (c). issue the Operational Acceptance Certificate, if the situation covered by GCC Clause 53.5(b) arises.

- 53.8 The Supplier shall use all reasonable endeavors to promptly remedy any defect and/or deficiencies and/or other reasons for the failure of the Operational Acceptance Test that the Project Manager has notified the Supplier of. Once such remedies have been made by the Supplier, the Supplier shall notify the Public Body, and the Public Body, with the full cooperation of the Supplier, shall use all reasonable endeavors to promptly carry out retesting of the System or Subsystem. Upon the successful conclusion of the Operational Acceptance Tests, the Supplier shall notify the Public Body of its request for Operational Acceptance Certification, in accordance with GCC Clause 53.7. The Public Body shall then issue to the Supplier the Operational Acceptance Certification in accordance with GCC Clause 53.7(a), or shall notify the Supplier of further defects, deficiencies, or other reasons for the failure of the Operational Acceptance Test. The procedure set out in this GCC Clause 53.8 shall be repeated, as necessary, until an Operational Acceptance Certificate is issued.

- 53.9 If the System or Subsystem fails to pass the Operational Acceptance Test(s) in accordance with GCC Clauses 53.3 and 53.4, then either:

- (a). the Public Body may consider terminating the Contract, pursuant to GCC Clause 20.6(a);

or

- (b). if the failure to achieve Operational Acceptance within the specified time period is a result of the failure of the Public Body to fulfill its obligations under the Contract, then the Supplier shall be deemed to have fulfilled its obligations with respect to the relevant technical and functional aspects of the Contract, and GCC Clause 58.3 shall not apply.

53.10 If within fourteen (14) days after receipt of the Supplier's notice the Project Manager fails to issue the Operational Acceptance Certificate or fails to inform the Supplier in writing of the justifiable reasons why the Project Manager has not issued the Operational Acceptance Certificate, the System or Subsystem shall be deemed to have been accepted as of the date of the Supplier's said notice.

#### **Partial Acceptance**

53.11 If so specified in the SCC for GCC Clause 53.3, Installation and Commissioning shall be carried out individually for each identified major component or Subsystem(s) of the System. In this event, the provisions in the Contract relating to Installation and Commissioning, including the Operational Acceptance Test, shall apply to each such major component or Subsystem individually, and Operational Acceptance Certificate(s) shall be issued accordingly for each such major component or Subsystem of the System, subject to the limitations contained in GCC Clause 53.12.

53.12 The issuance of Operational Acceptance Certificates for individual major components or Subsystems pursuant to GCC Clause 53.11 shall not relieve the Supplier of its obligation to obtain an Operational Acceptance Certificate for the System as an integrated whole (if so specified in the SCC for GCC Clauses 33.2 and 53.3) once all major components and Subsystems have been supplied, installed, tested, and commissioned.

53.13 In the case of minor components for the System that by their nature do not require Commissioning or an Operational Acceptance Test (e.g., minor fittings, furnishings or site works, etc.), the Project Manager shall issue an Operational Acceptance Certificate within fourteen (14) days after the fittings and/or furnishings have been delivered and/or installed or the site works have been completed. The Supplier shall, however, use all reasonable endeavors to promptly remedy any defects or deficiencies in such minor components detected by the Public Body or Supplier.

#### **54. Extension of Time for Achieving Operational Acceptance**

54.1 The time(s) for achieving Operational Acceptance specified in the Schedule of Implementation shall be extended if the Supplier is delayed or impeded in the performance of any of its obligations under the Contract by reason of any of the following:

- (a). any Change in the System as provided in GCC Clause 14 (Change in the Information System);
- (b). any occurrence of Force Majeure as provided in GCC Clause 17 (Force Majeure);
- (c). default of the Public Body; or
- (d). any other matter specifically mentioned in the Contract;

by such period as shall be fair and reasonable in all the circumstances and as shall fairly reflect the delay or impediment sustained by the Supplier.

54.2 Except where otherwise specifically provided in the Contract, the Supplier shall submit to the Project Manager a notice of a claim for an extension of the time for achieving Operational Acceptance, together with particulars of the event or circumstance justifying such extension as soon as reasonably practicable after the commencement of such event or circumstance. As soon as reasonably practicable after receipt of such notice and supporting particulars of the claim, the

Public Body and the Supplier shall agree upon the period of such extension. In the event that the Supplier does not accept the Public Body's estimate of a fair and reasonable time extension, the Supplier shall be entitled to refer the matter to the provisions for the Settlement of Disputes pursuant to GCC Clause 23.

- 54.3 The Supplier shall at all times use its reasonable efforts to minimize any delay in the performance of its obligations under the Contract.

## **55. Performance Measurement**

- 55.1 The Public Body shall ascertain whether the Supplier's provision of the Information Technologies, Materials, and other Goods in question meets any performance criteria as specified in the Statement of Requirements or, if the criteria are not so specified, meets the standards of a professional supplier of the Information Technologies, Materials, and other Goods. On or before the fifteenth working day of each calendar month during the Contract Period and within 14 days after termination of the Contract, the Public Body may:
- (a). Each Performance Notice issued by the Public Body shall include a proposed rebate of the Contract Price commensurate to the under-performance of the Supplier as recorded in the Performance Notice;
  - (b). If the Supplier disputes any matter referred to in any Performance Notice and/or the proposed rebate of the Contract Price, the Supplier may raise this objection with the Public Body and if this matter is not resolved within 7 days the matter shall be referred to the Dispute Resolution Procedure; and
  - (c). If the Supplier has not risen any objection to the Performance Notice within 7 days of receipt (or such other period as agreed between the Parties) then that Performance Notice shall be deemed to have been accepted by the Supplier and the rebate on the Contract Price referred to therein shall become immediately effective.
- 55.2 The Public Body's rights under this Clause are without prejudice to any other rights or remedies the Public Body may be entitled to.
- 55.3 If required by the Public Body, the Parties shall co-operate in sharing information and developing performance measurement criteria with the object of improving the Parties' efficiency. Any such agreements shall be fully recorded in writing by the Public Body.

## **G. Guaranties and Liabilities**

### **56. Operational Acceptance Time Guarantee**

- 56.1 The Supplier guarantees that it shall complete the supply, Installation, Commissioning, and achieve Operational Acceptance of the System (or Subsystems, pursuant to the SCC for GCC Clause 53.3) within the time periods specified in the Implementation Schedule in the Technical Requirements Section and/or the Agreed and Finalized Project Plan pursuant to GCC Clause 28.2, or within such extended time to which the Supplier shall be entitled under GCC Clause 54 (Extension of Time for Achieving Operational Acceptance).
- 56.2 If the Supplier fails to supply, install, commission, and achieve Operational Acceptance of the System (or Subsystems pursuant to the SCC for GCC Clause 53.3) within the time for achieving Operational Acceptance specified in the Implementation Schedule in the Technical Requirement or the Agreed and Finalized Project Plan, or any extension of the time for achieving Operational Acceptance previously granted under GCC Clause 54 (Extension of Time for Achieving Operational Acceptance), the Supplier shall pay to the Public Body liquidated damages at the rate specified in the GCC Clause 24.1(a) as a percentage of the Contract Price, or the relevant part of



the Contract Price if a Subsystem has not achieved Operational Acceptance. The aggregate amount of such liquidated damages shall in no event exceed the amount specified in the GCC Clause 24.1(b) (“the Maximum”). Once the Maximum is reached, the Public Body may consider termination of the Contract, pursuant to GCC Clause 20.6(a).

- 56.3 Unless otherwise specified in the SCC, liquidated damages payable under GCC Clause 56.2 shall apply only to the failure to achieve Operational Acceptance of the System (and Subsystems) as specified in the Implementation Schedule in the Technical Requirements and/or Agreed and Finalized Project Plan. This GCC Clause 56.3 shall not limit, however, any other rights or remedies the Public Body may have under the Contract for other delays.
- 56.4 If liquidated damages are claimed by the Public Body for the System (or Subsystem), the Supplier shall have no further liability whatsoever to the Public Body in respect to the Operational Acceptance time guarantee for the System (or Subsystem). However, the payment of liquidated damages shall not in any way relieve the Supplier from any of its obligations to complete the System or from any other of its obligations and liabilities under the Contract.

### **57. Defect Liability**

- 57.1 The Supplier warrants that the System, including all Information Technologies, Materials, and other Goods supplied and Services provided, shall be free from defects in the design, engineering, Materials, and workmanship that prevent the System and/or any of its components from fulfilling the Technical Requirements or that limit in a material fashion the performance, reliability, or extensibility of the System and/or Subsystems. Exceptions and/or limitations, if any, to this warranty with respect to Software (or categories of Software), shall be as specified in the SCC. Commercial warranty provisions of products supplied under the Contract shall apply to the extent that they do not conflict with the provisions of this Contract.
- 57.2 The Supplier also warrants that the Information Technologies, Materials, and other Goods supplied under the Contract are new, unused, and incorporate all recent improvements in design that materially affect the System’s or Subsystem’s ability to fulfill the Technical Requirements.
- 57.3 In addition, the Supplier warrants that:
- (i) all Goods components to be incorporated into the System form part of the Supplier’s and/or Subcontractor’s current product lines;
  - (ii) they have been previously released to the market; and
  - (iii) those specific items identified in the SCC (if any) have been in the market for at least the minimum periods specified in the SCC.
- 57.4 The Warranty Period shall commence from the date of Operational Acceptance of the System (or of any major component or Subsystem for which separate Operational Acceptance is provided for in the Contract) and shall extend for the length of time specified in the SCC.
- 57.5 If during the Warranty Period any defect as described in GCC Clause 57.1 should be found in the design, engineering, Materials, and workmanship of the Information Technologies and other Goods supplied or of the Services provided by the Supplier, the Supplier shall promptly, in consultation and agreement with the Public Body regarding appropriate remedying of the defects, and at its sole cost, repair, replace, or otherwise make good (as the Supplier shall, at its discretion, determine) such defect as well as any damage to the System caused by such defect. Any defective Information Technologies or other Goods that have been replaced by the Supplier shall remain the property of the Supplier.
- 57.6 The Supplier shall not be responsible for the repair, replacement, or making good of any defect or

of any damage to the System arising out of or resulting from any of the following causes:

- (a). improper operation or maintenance of the System by the Public Body;
- (b). normal wear and tear;
- (c). use of the System with items not supplied by the Supplier, unless otherwise identified in the Technical Requirements, or approved by the Supplier; or
- (d). modifications made to the System by the Public Body, or a third party, not approved by the Supplier.

57.7 The Supplier's obligations under this GCC Clause 57 shall not apply to:

- (a). any materials that are normally consumed in operation or have a normal life shorter than the Warranty Period; or
- (b). any designs, specifications, or other data designed, supplied, or specified by or on behalf of the Public Body or any matters for which the Supplier has disclaimed responsibility, in accordance with GCC Clause 45.1.(b).

57.8 The Public Body shall give the Supplier a notice promptly following the discovery of such defect, stating the nature of any such defect together with all available evidence. The Public Body shall afford all reasonable opportunity for the Supplier to inspect any such defect. The Public Body shall afford the Supplier all necessary access to the System and the site to enable the Supplier to perform its obligations under this GCC Clause 56.

57.9 The Supplier may, with the consent of the Public Body, remove from the site any Information Technologies and other Goods that are defective, if the nature of the defect, and/or any damage to the System caused by the defect, is such that repairs cannot be expeditiously carried out at the site. If the repair, replacement, or making good is of such a character that it may affect the efficiency of the System, the Public Body may give the Supplier notice requiring that tests of the defective part be made by the Supplier immediately upon completion of such remedial work, whereupon the Supplier shall carry out such tests.

If such part fails the tests, the Supplier shall carry out further repair, replacement, or making good (as the case may be) until that part of the System passes such tests. The tests shall be agreed upon by the Public Body and the Supplier.

57.10 If the Supplier fails to commence the work necessary to remedy such defect or any damage to the System caused by such defect within the time period specified in the SCC, the Public Body may, following notice to the Supplier, proceed to do such work or contract a third party (or parties) to do such work, and the reasonable costs incurred by the Public Body in connection with such work shall be paid to the Public Body by the Supplier or may be deducted by the Public Body from any monies due the Supplier or claimed under the Performance Security.

57.11 If the System or Subsystem cannot be used by reason of such defect and/or making good of such defect, the Warranty Period for the System shall be extended by a period equal to the period during which the System or Subsystem could not be used by the Public Body because of such defect and/or making good of such defect.

57.12 Items substituted for defective parts of the System during the Warranty Period shall be covered by the Defect Liability Warranty for the remainder of the Warranty Period applicable for the part replaced or three (3) months, whichever is greater.

57.13 At the request of the Public Body and without prejudice to any other rights and remedies that the Public Body may have against the Supplier under the Contract, the Supplier will offer all possible assistance to the Public Body to seek warranty services or remedial action from any subcontracted third-party producers or licensor of Goods included in the System, including without limitation

assignment or transfer in favor of the Public Body of the benefit of any warranties given by such producers or licensors to the Supplier.

### **58. Functional Guarantees**

- 58.1 The Supplier guarantees that, once the Operational Acceptance Certificate(s) has been issued, the System represents a complete, integrated solution to the Public Body's requirements set forth in the Technical Requirements and it conforms to all other aspects of the Contract. The Supplier acknowledges that GCC Clause 53 regarding Commissioning and Operational Acceptance governs how technical conformance of the System to the Contract requirements will be determined.
- 58.2 If, for reasons attributable to the Supplier, the System does not conform to the Technical Requirements or does not conform to all other aspects of the Contract, the Supplier shall at its cost and expense make such changes, modifications, and/or additions to the System as may be necessary to conform to the Technical Requirements and meet all functional and performance standards. The Supplier shall notify the Public Body upon completion of the necessary changes, modifications, and/or additions and shall request the Public Body to repeat the Operational Acceptance Tests until the System achieves Operational Acceptance.
- 58.3 If the System (or Subsystem[s]) fails to achieve Operational Acceptance, the Public Body may consider termination of the Contract, pursuant to GCC Clause 20.6(a), and forfeiture of the Supplier's Performance Security in accordance with GCC Clause 42 in compensation for the extra costs and delays likely to result from this failure.

### **59. Intellectual Property Rights Warranty**

59.1 The Supplier hereby represents and warrants that:

- (a). the System as supplied, installed, tested, and accepted;
  - (b). use of the System in accordance with the Contract; and
  - (c). copying of the Software and Materials provided to the Public Body in accordance with the Contract
- do not and will not infringe any Intellectual Property Rights held by any third party and that it has all necessary rights or at its sole expense shall have secured in writing all transfers of rights and other consents necessary to make the assignments, licenses, and other transfers of Intellectual Property Rights and the warranties set forth in the Contract, and for the Public Body to own or exercise all Intellectual Property Rights as provided in the Contract. Without limitation, the Supplier shall secure all necessary written agreements, consents, and transfers of rights from its employees and other persons or entities whose services are used for development of the System.

### **60. Intellectual Property Rights Indemnity**

- 60.1 The Supplier shall indemnify and hold harmless the Public Body and its employees and officers from and against any and all losses, liabilities, and costs (including losses, liabilities, and costs incurred in defending a claim alleging such a liability), that the Public Body or its employees or officers may suffer as a result of any infringement or alleged infringement of any Intellectual Property Rights by reason of:
- (a). installation of the System by the Supplier or the use of the System, including the Materials, in the Federal Democratic Republic of Ethiopia, where the site is located;
  - (b). copying of the Software and Materials provided the Supplier in accordance with the Agreement; and
  - (c). sale of the products produced by the System in any country, except to the extent that such losses,

liabilities, and costs arise as a result of the Public Body's breach of GCC Clause 59.2

60.2 Such indemnity shall not cover any use of the System, including the Materials, other than for the purpose indicated by or to be reasonably inferred from the Contract, any infringement resulting from the use of the System, or any products of the System produced thereby in association or combination with any other goods or services not supplied by the Supplier, where the infringement arises because of such association or combination and not because of use of the System in its own right.

60.3 Such indemnities shall also not apply if any claim of infringement:

- (a). is asserted by a parent, subsidiary, or affiliate of the Public Body's organization;
- (b). is a direct result of a design mandated by the Public Body's Technical Requirements and the possibility of such infringement was duly noted in the Supplier's Bid; or
- (c). results from the alteration of the System, including the Materials, by the Public Body or any persons other than the Supplier or a person authorized by the Supplier.

60.4 If any proceedings are brought or any claim is made against the Public Body arising out of the matters referred to in GCC Clause 59.1, the Public Body shall promptly give the Supplier notice of such proceedings or claims, and the Supplier may at its own expense and in the Public Body's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

If the Supplier fails to notify the Public Body within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Public Body shall be free to conduct the same on its own behalf. Unless the Supplier has so failed to notify the Public Body within the twenty-eight (28) days, the Public Body shall make no admission that may be prejudicial to the defense of any such proceedings or claim. The Public Body shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.

60.5 The Public Body shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all losses, liabilities, and costs (including losses, liabilities, and costs incurred in defending a claim alleging such a liability) that the Supplier or its employees, officers, or Subcontractors may suffer as a result of any infringement or alleged infringement of any Intellectual Property Rights arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided to the Supplier in connection with this Contract by the Public Body or any persons (other than the Supplier) contracted by the Public Body, except to the extent that such losses, liabilities, and costs arise as a result of the Supplier's breach of GCC Clause 59.8

60.6 Such indemnity shall not cover:

- (a). any use of the design, data, drawing, specification, or other documents or materials, other than for the purpose indicated by or to be reasonably inferred from the Contract;
- (b). any infringement resulting from the use of the design, data, drawing, specification, or other documents or materials, or any products produced thereby, in association or combination with any other Goods or Services not provided by the Public Body or any other person contracted by the Public Body, where the infringement arises because of such association or combination and not because of the use of the design, data, drawing, specification, or other documents or materials in its own right

60.7 Such indemnities shall also not apply

- (a). if any claim of infringement is asserted by a parent, subsidiary, or affiliate of the Supplier's

organization;

- (b). to the extent that any claim of infringement is caused by the alteration, by the Supplier, or any persons contracted by the Supplier, of the design, data, drawing, specification, or other documents or materials provided to the Supplier by the Public Body or any persons contracted by the Public Body.
- 60.8 If any proceedings are brought or any claim is made against the Supplier arising out of the matters referred to in GCC Clause 59.5, the Supplier shall promptly give the Public Body notice of such proceedings or claims, and the Public Body may at its own expense and in the Supplier's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim. If the Public Body fails to notify the Supplier within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Supplier shall be free to conduct the same on its own behalf. Unless the Public Body has so failed to notify the Supplier within the twenty-eight (28) days, the Supplier shall make no admission that may be prejudicial to the defense of any such proceedings or claim. The Supplier shall, at the Public Body's request, afford all available assistance to the Public Body in conducting such proceedings or claim and shall be reimbursed by the Public Body for all reasonable expenses incurred in so doing

## **61. Limitation of Liability**

- 61.1 Except in cases of criminal negligence or willful misconduct,
- (a). The Supplier shall not be liable to the Public Body, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Public Body and
  - (b). The aggregate liability of the Supplier to the Public Body, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the Public Body with respect to patent infringement.

## **H. Risk distribution**

### **62. Transfer of Ownership**

- 62.1 With the exception of Software and Materials, the ownership of the Information Technologies and other Goods shall be transferred to the Public Body at the time of Delivery or otherwise under terms that may be agreed upon and specified in the Contract Agreement.
- 62.2 Ownership and the terms of usage of the Software and Materials supplied under the Contract shall be governed by GCC Clause 26 (Copyright) and any elaboration in the Technical Requirements.
- 62.3 Any tools, patterns, materials, drawings, specifications and/or other data provided by the Public Body to the Supplier in connection with the Contract will at all times be at the Supplier's risk and remain the property of the Public Body and shall be delivered up to the Public Body immediately on request and are to be used by the Supplier solely for the purpose of completing the Purchase Order.
- 62.4 Any tools which the Supplier may construct or acquire specifically in connection with the Information Technologies and other Goods will remain the property of the Supplier unless it is agreed in writing that the property of the tools will be transferred to the Public Body upon payment by the Public Body of a charge

**63. Care of the System**

- 63.1 The Public Body shall become responsible for the care and custody of the System or Subsystems upon their Delivery. The Public Body shall make good at its own cost any loss or damage that may occur to the System or Subsystems from any cause from the date of Delivery until the date of Operational Acceptance of the System or Subsystems, pursuant to GCC Clause 53 (Commissioning and Operational Acceptance), excepting such loss or damage arising from acts or omissions of the Supplier, its employees, or subcontractors.
- 63.2 If any loss or damage occurs to the System or any part of the System by reason of:
- (a). (insofar as they relate to the Federal Democratic Republic of Ethiopia where the Project Site is located) nuclear reaction, nuclear radiation, radioactive contamination, a pressure wave caused by aircraft or other aerial objects, or any other occurrences that an experienced contractor could not reasonably foresee, or if reasonably foreseeable could not reasonably make provision for or insure against, insofar as such risks are not normally insurable on the insurance market and are mentioned in the general exclusions of the policy of insurance taken out under GCC Clause 65;
  - (b). any use not in accordance with the Contract, by the Public Body or any third party;
  - (c). any use of or reliance upon any design, data, or specification provided or designated by or on behalf of the Public Body, or any such matter for which the Supplier has disclaimed responsibility in accordance with GCC Clause 45.1(b),  
the Public Body shall pay to the Supplier all sums payable in respect of the System or Subsystems that have achieved Operational Acceptance, notwithstanding that the same be lost, destroyed, or damaged. If the Public Body requests the Supplier in writing to make good any loss or damage to the System thereby occasioned, the Supplier shall make good the same at the cost of the Public Body in accordance with GCC Clause 14. If the Public Body does not request the Supplier in writing to make good any loss or damage to the System thereby occasioned, the Public Body shall either request a change in accordance with GCC Clause 14, excluding the performance of that part of the System thereby lost, destroyed, or damaged, or, where the loss or damage affects a substantial part of the System, the Public Body shall terminate the Contract pursuant to GCC Clause 20.2.
- 63.3 The Public Body shall be liable for any loss of or damage to any Supplier's Equipment which the Public Body has authorized to locate within the Public Body's premises for use in fulfillment of Supplier's obligations under the Contract, except where such loss or damage arises from acts or omissions of the Supplier, its employees, or subcontractors

**64. Loss of or Damage to Property; Accident or Injury to Workers; Indemnification**

- 64.1 The Supplier and each and every Subcontractor shall abide by the job safety, insurance, customs, and immigration measures prevalent and laws in force in the Federal Democratic Republic of Ethiopia.
- 64.2 Subject to GCC Clause 63.3, the Supplier shall indemnify and hold harmless the Public Body and its employees and officers from and against any and all losses, liabilities and costs (including losses, liabilities, and costs incurred in defending a claim alleging such a liability) that the Public Body or its employees or officers may suffer as a result of the death or injury of any person or loss of or damage to any property (other than the System, whether accepted or not) arising in connection with the supply, installation, testing, and Commissioning of the System and by reason of the negligence of the Supplier or its Subcontractors, or their employees, officers or agents, except any injury, death, or property damage caused by the negligence of the Public Body, its

contractors, employees, officers, or agents.

- 64.3 If any proceedings are brought or any claim is made against the Public Body that might subject the Supplier to liability under GCC Clause 63.2, the Public Body shall promptly give the Supplier notice of such proceedings or claims, and the Supplier may at its own expense and in the Public Body's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim. If the Supplier fails to notify the Public Body within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Public Body shall be free to conduct the same on its own behalf. Unless the Supplier has so failed to notify the Public Body within the twenty-eight (28) day period, the Public Body shall make no admission that may be prejudicial to the defense of any such proceedings or claim. The Public Body shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.
- 64.4 The Public Body shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from any and all losses, liabilities, and costs (including losses, liabilities, and costs incurred in defending a claim alleging such a liability) that the Supplier or its employees, officers, or Subcontractors may suffer as a result of the death or personal injury of any person or loss of or damage to property of the Public Body, other than the System not yet achieving Operational Acceptance, that is caused by fire, explosion, or any other perils, in excess of the amount recoverable from insurances procured under GCC Clause 65 (Insurances), provided that such fire, explosion, or other perils were not caused by any act or failure of the Supplier.
- 64.5 If any proceedings are brought or any claim is made against the Supplier that might subject the Public Body to liability under GCC Clause 63.4, the Supplier shall promptly give the Public Body notice of such proceedings or claims, and the Public Body may at its own expense and in the Supplier's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim. If the Public Body fails to notify the Supplier within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Supplier shall be free to conduct the same on its own behalf. Unless the Public Body has so failed to notify the Supplier within the twenty-eight (28) days, the Supplier shall make no admission that may be prejudicial to the defense of any such proceedings or claim. The Supplier shall, at the Public Body's request, afford all available assistance to the Public Body in conducting such proceedings or claim and shall be reimbursed by the Public Body for all reasonable expenses incurred in so doing.
- 64.6 The party entitled to the benefit of an indemnity under this GCC Clause 63 shall take all reasonable measures to mitigate any loss or damage that has occurred. If the party fails to take such measures, the other party's liabilities shall be correspondingly reduced.

## **65. Insurances**

- 65.1 The Supplier shall at its expense take out and maintain in effect, or cause to be taken out and maintained in effect, during the performance of the Contract, the insurance set forth below. The identity of the insurers and the form of the policies shall be subject to the approval of the Public Body, who should not unreasonably withhold such approval.

(a). **Cargo Insurance During Transport**

As applicable, 110 percent of the price of the Information Technologies and other Goods in a freely convertible currency, covering the Goods from physical loss or damage during shipment through receipt at the Project Site.

(b). **Installation "All Risks" Insurance**

As applicable, 110 percent of the price of the Information Technologies and other Goods covering the Goods at the site from all risks of physical loss or damage (excluding only perils commonly excluded under “all risks” insurance policies of this type by reputable insurers) occurring prior to Operational Acceptance of the System.

(c). Third-Party Liability Insurance

On terms as specified in the SCC, covering bodily injury or death suffered by third parties (including the Public Body’s personnel) and loss of or damage to property (including the Public Body’s property and any Subsystems that have been accepted by the Public Body) occurring in connection with the supply and installation of the Information System.

(d). Automobile Liability Insurance

In accordance with the statutory requirements prevailing in the Federal Democratic Republic of Ethiopia, covering use of all vehicles used by the Supplier or its Subcontractors (whether or not owned by them) in connection with the execution of the Contract.

(e). Other Insurance (if any), as specified in the SCC.

- 65.2 The Public Body shall be named as co-insured under all insurance policies taken out by the Supplier pursuant to GCC Clause 64.1, except for the Third-Party Liability, and the Supplier’s Subcontractors shall be named as co-insured under all insurance policies taken out by the Supplier pursuant to GCC Clause 64.1 except for Cargo Insurance During Transport. All insurer’s rights of subrogation against such co-insured for losses or claims arising out of the performance of the Contract shall be waived under such policies.
- 65.3 The Supplier shall deliver to the Public Body certificates of insurance (or copies of the insurance policies) as evidence that the required policies are in full force and effect.
- 65.4 The Supplier shall ensure that, where applicable, its Subcontractor(s) shall take out and maintain in effect adequate insurance policies for their personnel and vehicles and for work executed by them under the Contract, unless such Subcontractors are covered by the policies taken out by the Supplier.
- 65.5 If the Supplier fails to take out and/or maintain in effect the insurance referred to in GCC Clause 64.1, the Public Body may take out and maintain in effect any such insurance and may from time to time deduct from any amount due the Supplier under the Contract any premium that the Public Body shall have paid to the insurer or may otherwise recover such amount as a debt due from the Supplier.
- 65.6 Unless otherwise provided in the Contract, the Supplier shall prepare and conduct all and any claims made under the policies effected by it pursuant to this GCC Clause 64, and all monies payable by any insurers shall be paid to the Supplier. The Public Body shall give to the Supplier all such reasonable assistance as may be required by the Supplier in connection with any claim under the relevant insurance policies. With respect to insurance claims in which the Public Body’s interest is involved, the Supplier shall not give any release or make any compromise with the insurer without the prior written consent of the Public Body. With respect to insurance claims in which the Supplier’s interest is involved, the Public Body shall not give any release or make any compromise with the insurer without the prior written consent of the Supplier



## **Section 8: Special Conditions of Contract**

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<b>C.</b>	<b>Obligations of the Public Body</b>	<b>4</b>
<b>D.</b>	<b>Payment</b>	<b>4</b>
<b>E.</b>	<b>Obligations of the Supplier</b>	<b>5</b>
<b>F.</b>	<b>Performance of the Contract</b>	<b>6</b>
<b>G.</b>	<b>Guarantees and Liabilities</b>	<b>7</b>
<b>H.</b>	<b>Risk Distribution</b>	<b>Error! Bookmark not defined.</b>

The following Special Conditions of Contract (SCC) shall supplement the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

GCC Clause Reference	Section 8. Special Conditions of Contract																		
	<b>I. General Provisions</b>																		
	Procurement Reference Number is: <b>AAPPPDS/SA/2014/NCB/PIS/01/09/2014</b>																		
<b>GCC 1.2 (i)</b>	The Contract Period: Authority is: <b>The six month Contract Agreement Time for the delivery of project will be within 180 consecutive days or six (6) months starting from the signing date of the contract.</b> Addis Ababa City Administration Public Procurement and Property Disposal Service (AAPPPDS) on behalf <b>for</b> Addis Ababa Technical Vocational Training and Technology Development Bureau																		
<b>GCC 1.2 (jj)</b>	<b>Warranty:</b> As requested in the Section 6, Technical Specification and Compliance Sheet																		
<b>GCC 1.2 (nn)</b>	<b>The Project Site(s)</b> is/are. <b>As stated in section 6.</b>																		
<b>GCC 1.2 (oo)</b>	<b>The Public Body:</b> Addis Ababa City Administration Public Procurement and Property Disposal Service/AAPPPDS/ on behalf of City Government of Addis Ababa Technical Vocational Training and Technology Development Bureau <b>for Addis Ababa Democracy Building Office.</b>																		
<b>GCC 1.2 (yy)</b>	The Supplier is: <b>natural or juridical person or natural person under contract with a public body to supply services</b>																		
<b>GCC 6.3 (a)</b>	The version of Incoterms shall be: <b>2020 DDP ( work sites)</b>																		
	<b>J. The Contact</b>																		
<b>GCC 7.1 (h)</b>	In addition to documents listed in GCC Clause 7.1 the following documents shall form the Contract:																		
<b>GCC 7.3</b>	The Public Body's authorized representative shall be: <table border="1"> <tr> <td>Authorized Representative:</td><td>M/r. Mengsetu Atnafu General Manager of AAPPPDS</td></tr> <tr> <td>P.O. Box:</td><td>-</td></tr> <tr> <td>Street Address:</td><td>Mexico,Senga Tera, Behind St.Mary university college, at Yobek Commercial center</td></tr> <tr> <td>Town/City:</td><td>Addis Ababa</td></tr> <tr> <td>Post Code:</td><td>-</td></tr> <tr> <td>Country:</td><td>Ethiopia</td></tr> <tr> <td>Telephone:</td><td>011-5-57-31-40</td></tr> <tr> <td>Facsimile:</td><td></td></tr> <tr> <td>E-mail address</td><td></td></tr> </table>	Authorized Representative:	M/r. Mengsetu Atnafu General Manager of AAPPPDS	P.O. Box:	-	Street Address:	Mexico,Senga Tera, Behind St.Mary university college, at Yobek Commercial center	Town/City:	Addis Ababa	Post Code:	-	Country:	Ethiopia	Telephone:	011-5-57-31-40	Facsimile:		E-mail address	
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<b>GCC 8.1</b>	The governing law shall be .																																												
<b>GCC 9.1</b>	Language of the Contract shall be .																																												
<b>GCC 10.2 and 10.3</b>	<p>For <b>notices</b>, the Public Body's address shall be:</p> <table border="1"> <tr><td>Public Body:</td><td>Addis Ababa City Administration Public Procurement and Property Disposal Service (AAPPPDS)</td></tr> <tr><td>Attention:</td><td>M/r. Mengsetu Atnafu General Manager of AAPPPDS</td></tr> <tr><td>Floor/Room number:</td><td>10th Floor</td></tr> <tr><td>P.O. Box:</td><td>-</td></tr> <tr><td>Street Address:</td><td>Mexico, Senga Tera, Behind St. Mary university college, at Yobek Commercial center</td></tr> <tr><td>Town/City:</td><td>Addis Ababa</td></tr> <tr><td>Post Code:</td><td>-</td></tr> <tr><td>Country:</td><td>Ethiopia</td></tr> <tr><td>Telephone:</td><td>011-5-57-31-40</td></tr> <tr><td>Facsimile:</td><td></td></tr> <tr><td>E-mail address</td><td></td></tr> </table> <p>For <b>notices</b>, the Supplier's address shall be:</p> <table border="1"> <tr><td>Supplier:</td><td></td></tr> <tr><td>Attention:</td><td></td></tr> <tr><td>Floor/Room number:</td><td></td></tr> <tr><td>P.O. Box:</td><td></td></tr> <tr><td>Street Address:</td><td></td></tr> <tr><td>Town/City:</td><td></td></tr> <tr><td>Post Code:</td><td></td></tr> <tr><td>Country:</td><td>Ethiopia</td></tr> <tr><td>Telephone:</td><td></td></tr> <tr><td>Facsimile:</td><td></td></tr> <tr><td>E-mail address</td><td></td></tr> </table>	Public Body:	Addis Ababa City Administration Public Procurement and Property Disposal Service (AAPPPDS)	Attention:	M/r. Mengsetu Atnafu General Manager of AAPPPDS	Floor/Room number:	10th Floor	P.O. Box:	-	Street Address:	Mexico, Senga Tera, Behind St. Mary university college, at Yobek Commercial center	Town/City:	Addis Ababa	Post Code:	-	Country:	Ethiopia	Telephone:	011-5-57-31-40	Facsimile:		E-mail address		Supplier:		Attention:		Floor/Room number:		P.O. Box:		Street Address:		Town/City:		Post Code:		Country:	Ethiopia	Telephone:		Facsimile:		E-mail address	
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<b>GCC 11.1 (a)</b>	The Public Body's Project Manager shall have the following additional powers and / or limitations to his or her authority to represent the Public Body in matters																																												

GCC Clause Reference	Section 8. Special Conditions of Contract
	relating to the Contract .No <b>Additional powers rather than indicated in this section</b>
GCC 11.2 (b)	The Supplier's Representative shall have the following additional powers and / or limitations to his or her authority to represent the Supplier in matters relating to the Contract .No <b>additional powers</b>
GCC 12	Assignment: <b>Not Applicable.</b>
GCC 15.1	In case of change of laws and regulation after the deadline for submission of the Bid Contract Price <b>shall not be</b> correspondingly increased or decreased and/or the Delivery Date shall be reasonably adjusted to the extent that Supplier has thereby been affected in the performance of any of its obligations under the Contract.
GCC 16.1	For the Information Technologies, Materials, and other Goods supplied from outside the Federal Democratic Republic of Ethiopia The Supplier shall be responsible for all taxes, custom duties, formalities, license fees except for the following:
GCC 16.3	For the Information Technologies, Materials, and other Goods supplied from within the Federal Democratic Republic of Ethiopia the Supplier shall be responsible for all taxes, formalities, license fees except for the following: <b>tax exempted public bodies.</b>
GCC 26.3	The Public Body may assign, license, or otherwise voluntarily transfer its contractual rights to use the Standard Software or elements of the Standard Software, without the Supplier's prior written consent.
GCC 26.4	The Public Body's and Supplier's rights and obligations with respect to Custom Materials or elements of the Custom Materials are as follows [ <b>as stated in section six.</b> ]
GCC 26.5	Except as provided under GCC Clause 17, if the Supplier fails to deliver any or all of the Information Technologies and other Goods or perform the Related Services within the period specified in the Contract, the Public Body may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages the following a). A penalty of <b>0.1% or 1/1000</b> of the value of undelivered item/ service for each day of delay until actual delivery or performance, (b). The cumulative penalty to be paid by the supplier shall not exceed <b>10%</b> of the contract price
GCC 27.1(a)(iii)	The Standard Software license shall be valid . <b>as stated in section six</b>
GCC 27.1(a)(iv)	Use of the software shall be subject to the following additional restrictions .none
GCC 27.1(b)(ii)	The Software license shall permit the Software to be used or copied for use or transferred to a replacement computer.
GCC	The Software license shall permit the Software to be disclosed to and reproduced for use (including a valid sublicense) by , subject to the same restrictions set forth

GCC Clause Reference	Section 8. Special Conditions of Contract
27.1(b)(vi)	in this Contract.
GCC 27.1(b)(vii)	In addition to the persons specified in GCC Clause 27.1 (b) (vi), the Software may be disclosed to, and reproduced for use by, subject to the same restrictions as are set forth in this Contract.
GCC 27.2	The Supplier's right to audit the Standard Software will be subject to the terms as <b>stated in section six.</b>
GCC 28.1	The Supplier shall commence work on the System within of days from the Effective Date of the Contract. <b>The initial commencement period shall be after 15 days starting from the signing date of the contract.</b>
GCC 28.2	Operational Acceptance as <b>indicated in section six (6).</b>
	<b>K. Obligations of the Public Body</b>
GCC 30.12	The Public Body shall have the following additional responsibilities: <b>no additional responsibility other than indicated in this bid document.</b>
	<b>L. Payment</b>
GCC 33.1	<p>Accordant to the payment schedule shall be paid the total contract to the consultant as per the condition mentioned below under each part. The parts are the following:</p> <p><b>Payment Schedule</b></p> <p>The payments will be performed based on the following terms and schedules:</p> <ol style="list-style-type: none"> <li><b>1. Advance Payment, Twenty percent (20%)</b> of the Total Contract Price shall be paid against the submissions of Advance Payment Security specified in GCC Clause 33.10.</li> <li><b>2. Phase I: Thirty Percent (30%)</b> of the total contract price will be paid after submission and acceptance of the Inception Report Document (Including Project Plan and Project Charter), SRS Documents, High-Level Design (System Components and Data flow diagram) Documents.</li> <li><b>3. Phase II: Twenty-Five Percent (25%)</b> of the total contract price shall be paid against completion and approval of the deployment of (<i>Human Resource Management sub-system; Payroll Management sub-system; Financial Management sub-system; Purchasing Management sub-system; and Material Management sub-system</i>) in the production environment, delivery of domain expert (end-user) training, basic data migration, preliminary end-user testing, and starting of pilot testing.</li> <li><b>4. Phase III: Twenty-Five Percent (25%)</b> of the total contract price shall be paid against completion and approval of the deployment of (<i>Planning and scheduling sub-system; vehicles Management sub-system; Gate Entrance (Visitor) Management sub-system; Member</i></li> </ol>

GCC Clause Reference	Section 8. Special Conditions of Contract
	<p><i>Management sub-system</i>) in the production environment, delivery of domain expert (end-user) training, basic data migration, preliminary end-user testing, and starting of pilot testing.</p> <p><b>5. Phase IV: Ten Percent (10%)</b> of the total contract price shall be paid against completion and approval of delivery of Systems Administrators/IT Professionals Training; Completion of Final User Acceptance Testing; Completion of all Left-over Activities; Delivery of final versions of all other Deliverables mentioned in the proposal and successful Go-Live of the Project.</p> <p><b>6. Phase V: Ten percent (10%)</b> of the entire Contract Price will be paid for the three years support, maintenance, and warranty period. The payment will be made quarterly based after the submission and acceptance of every three-month report of SLA-based system support, maintenance, and warranty service. Or, Payment will be released after successful go-live of the project if the bidder submits a ten percent guarantee hold for three years, and the bidder is responsible to submit a quarterly report on the status of the support.</p> <p><b>Note:</b> The Twenty Percent (20%) Advance Payment shall be deducted from each consecutive payment proportionally.</p>
<b>GCC 33.5</b>	<p>For Goods and Services supplied locally all payment to the Supplier under this Contract shall be made in <b>Ethiopian Birr / ETB/</b>.</p> <p>For Goods supplied from outside the Federal Democratic Republic of Ethiopia all payment to the Supplier under this Contract shall be made in <b>Ethiopian Birr / ETB/</b>.</p>
	<b>M. Obligations of the Supplier</b>
<b>GCC 34.7</b>	The Supplier shall have the following additional responsibilities: <b>No additional responsibility other than indicated in this bid document.</b>
<b>GCC 42.1</b>	The amount of the Performance Security shall be: <b>10 % of the total contract price</b>
<b>GCC 42.3</b>	<p>The types of acceptable Performance Securities are: <b>Unconditional and irrevocable Bank Guarantee or CPO</b></p> <p>The currency shall be: .ETB.</p>
<b>GCC 42.4</b>	The Performance Security shall be discharged by the Public Body and returned to the Supplier not later than <b>twenty-eight (28) days</b> following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the SCC.
<b>GCC 42.5</b>	During the Warranty Period (i.e., after Operational Acceptance of the System), the Performance Security shall be reduced to percent of the Contract Price, excluding

GCC Clause Reference	Section 8. Special Conditions of Contract
	any Recurrent Costs.
	<b>N. Performance of the Contract</b>
<b>GCC 43.1</b>	The Scope of Supply shall be defined in: <b>As indicated in section six/6/.</b>
<b>GCC 43.3</b>	<p>The Supplier's obligations under the Contract will include the following recurrent cost items:</p> <p>The Supplier agrees to supply spare parts required for the operation and maintenance of the System, as stated below, for the <b>Warranty time</b> beginning with Operational Acceptance. Moreover, the price of such spare parts shall be those specified in the spare parts price schedule submitted by the Supplier as part of its bid. These prices shall include the purchase price for such spare parts and other costs and expenses (including the Supplier's fees) relating to the supply of spare parts. <b>As indicated in section six (6)</b></p>
<b>GCC 44.1</b>	Chapters in the Project Plan shall address the <b>WELL.</b>
<b>GCC 44.2</b>	<p>Within days from the Effective Date of the Contract, the Supplier shall present a Project Plan to the Public Body. The Public Body shall, within days of receipt of the Project Plan, notify the Supplier of any respects in which it considers that the Project Plan does not adequately ensure that the proposed program of work, proposed methods, and/or proposed Information Technologies will satisfy the Technical Requirements and/or the SCC (in this Clause 44.2 called "non-conformities" below). The Supplier shall, within days of receipt of such notification, correct the Project Plan and resubmit to the Public Body. The Public Body shall, within days of resubmission of the Project Plan, notify the Supplier of any remaining non-conformities. This procedure shall be repeated as necessary until the Project Plan is free from non-conformities. When the Project Plan is free from non-conformities, the Public Body shall provide confirmation in writing to the Supplier. This approved Project Plan ("the Agreed and Finalized Project Plan") shall be contractually binding on the Public Body and the Supplier. <b>As indicated in section six/6/.</b></p>
<b>GCC 44.5</b>	The Supplier shall submit to: <b>City Administration for Addis Ababa Technical Vocational Training and Technology Development Bureau to democracy building office.</b>
<b>GCC 45.2</b>	The Contract shall be executed in accordance with the edition or the revised version of all referenced codes and standards current at the date.
<b>GCC 45.3 (a)</b>	The Supplier shall prepare and furnish to the Project Manager the following documents for which the Supplier must obtain the Project Manager's approval before proceeding with work on the System or any Subsystem covered by the documents.
<b>GCC 46.2</b>	The Supplier shall deliver the Implementation of <b>Enterprise Resource Planning (ERP) for Addis Ababa Democracy Building Office.</b>
<b>GCC 46.6</b>	The Supplier responsible for obtaining all export and import licenses for the Information Technologies, Materials, and other Goods.

GCC Clause Reference	Section 8. Special Conditions of Contract
<b>GCC 46.9</b>	The shipping and other documents to be furnished by the Supplier.
<b>GCC 47.2</b>	The following details must be shown on the outside of every package: <b>As appropriate.</b>
<b>GCC 49.4</b>	The Supplier shall provide to Addis Ababa Technical Vocational Training and Technology Development Bureau for Addis Ababa Democracy Building Office with all new versions releases and updates to all standard software during the warranty period.
<b>GCC 53.3</b>	Operational Acceptance Testing shall be conducted in accordance with <b>As indicated in section six/6/.</b>
<b>GCC 53.4</b>	If the Operational Acceptance Test of the System, or Subsystem(s), cannot be successfully completed within days from the date of Installation or any other period agreed upon by the Public Body and the Supplier, then GCC Sub-Clauses 53.9 (a) or (b) shall apply, as the circumstances may dictate.
	<b>O. Guarantees and Liabilities</b>
<b>GCC 57.1</b>	For Software, exceptions or limitations to the Supplier's warranty obligations shall be as follows: <b>.As indicated in section six /6/.</b>
<b>GCC 57.3 (iii)</b>	The Supplier warrants that the following items have been released to the market for the following specific minimum time periods: <b>.As indicated in section six /6/.</b>
<b>GCC 57.4</b>	The Warranty Period shall begin from the date of Operational Acceptance of the System or Subsystem and extend for. <b>As indicated in section six /6/.</b>
<b>GCC 57.10</b>	During the warranty period the bidder is responsible to provide replaced materials for the active devices. <b>As indicated in section six /6/.</b>



## SECTION 9 Contract Forms

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<b>A.</b>	<b>Contract Agreement</b>	<b>1</b>
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<b>E.</b>	<b>Installation and Acceptance Certificates</b>	<b>Error! Bookmark not defined.</b>
1.	Installation Certificate	<b>Error! Bookmark not defined.</b>
2.	Operational Acceptance Certificate	<b>Error! Bookmark not defined.</b>

**A. Contract Agreement****For the Procurement of****Procurement Reference No:-----**

This Contract Agreement is made on the    day of the month of , **BETWEEN**

**of the Addis Ababa city Administration** , and having its principal place of business (hereinafter called the “Public Body”),

**and**

a corporation incorporated under the laws of    and having its principal place of business at (hereinafter called the “Supplier”), of the other part

**WHEREAS**

A The Public Body invited bids for the following Information System (“the System”) and has accepted a Bid by the Supplier for the supply of this Information System in the sum of (hereinafter called “the Contract Price”) in the manner and on the terms described herein

B The Supplier having represented to the Public Body that it has the required skills, personnel and technical resources, has agreed to provide the Information System on the terms and conditions set forth in this Contract;

**NOW THEREFORE** the parties hereto hereby agree as follows:

**1.The Agreement**

In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

1.2 The following documents shall constitute the Contract between the Public Body and the Supplier, and each shall be read and construed as an integral part of the Contract:

1. This Contract Agreement and Appendices attached to the Contract Agreement;
2. The Special Conditions of Contract;
3. The General Conditions of Contract;
4. The Bid Submission Sheet with Annexes;
5. Price Schedule;
6. Bidder Certification of Compliance with Annexes;
7. Technical Specification + Technical Offer + Compliance Sheet with Annexes;

1.3. This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above

- 1.3 In consideration of the payments to be made by the Public Body to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Public Body to provide the Information System and to remedy defects therein in conformity in all respects with the provisions of the Contract.
- 1.4 The Public Body hereby covenants to pay the Supplier in consideration of the provision of the Information System 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. Effective Date for Determining Time for Operational Acceptance**

- 2.1 The time allowed for supply, installation, and achieving Operational Acceptance of the Information System shall be determined from the date when all of the following conditions have been fulfilled:
- (a). This Contract Agreement has been duly executed for and on behalf of the Public Body and the Supplier;
  - (b). The Supplier has submitted to the Public Body the performance security and the advance payment security, in accordance with GCC Clause 55 and GCC Clause 33.10;
  - (c). The Public Body has paid the Supplier the advance payment, in accordance with GCC Clause 33;
  - (d). Each party shall use its best efforts to fulfill the above conditions for which it is responsible as soon as practicable.
- 2.2 If the conditions listed under 2.1 are not fulfilled within two (2) months from the date of this Contract Agreement because of reasons not attributable to the Supplier, the parties shall discuss and agree on an equitable adjustment to the Contract Price and the Time for Achieving Operational Acceptance and/or other relevant conditions of the Contract.

## **3 Appendixes**

- 3.1 The Appendixes listed below shall be deemed to form an integral part of this Contract Agreement.
- 3.2 Reference in the Contract to any Appendix shall mean the Appendixes listed below and attached to this Contract Agreement, and the Contract shall be read and construed accordingly.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

SIGNED for and on behalf of :-----

Signature: -----

Name: -----

Position:-----

Date: -----

WITNESS to signature on behalf of :-----

Signature:-----

Name:-----

Position:-----

Date:

SIGNED for and on behalf of :-----

Signature: -----

Name: -----

WITNESS to signature on behalf of :-----

Signature:-----

Name: -----

Position:-----

Position:-----

Date: -----

Date: -----

**B. Anti-Bribery Pledge Forms****Addis Ababa City Administration Public Procurement and Property Disposal  
Service (AAPPPDS)****Addis Ababa****Dear, -----**

Having examined the under mentioned “corrupt and Fraudulent Practice” We have agreed to sign this anti-Bribery pledge form and confirm and assure to purchaser that will not at any time engage ourselves into these evil practices.

In pursuance of this policy the purchaser defines:-

- a) I. “Corrupt Practice” means one 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 purchaser 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 purchaser of the benefits of free and open competition.
- b) Will reject a proposal for award if it determines that the Bidders recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- c) Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing a contract.

In addition to this, we understand that the purchaser has the right to reject firms which are found to be corrupted and fraudulent.

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

\_\_\_\_\_  
Name\_\_\_\_\_  
Signature and seal\_\_\_\_\_  
(In capacity of)

## 1. Appendix 1 - List of Approved Subcontractors

[illegible]

## 2. Appendix 2 - Categories of Software

[illegible]

**3. Appendix 3 - List of Custom Materials**

No.	Custom Materials

**B. Performance Security  
(Bank Guarantee)**

**Date:** -----

**Procurement Reference No:** -----

**To:** -----

WHEREAS ----- (hereinafter “the Supplier”) has undertaken, pursuant to Contract No. ----- Dated----- , to supply ----- (hereinafter “the Contract”).

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

AND WHEREAS the undersigned -----, legally domiciled in-----, (hereinafter the” Guarantor”), have agreed to give the Supplier a security:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of ----- and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract, without cavil or argument, any sum or sums within the limits of ----- demand or the sum specified therein.

This security is valid until the day of :----- .

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No 458.

Name: -----

In the capacity of:-----

Signed:-----

Duly authorized to sign the Security for and on behalf of: -----

Dated on -----day of, 20-----



**C. Advance Payment Security  
(Bank Guarantee)**

**Date:** -----

**Procurement Reference No:** -----

**To:** -----

In accordance with the payment provision included in the Contract, in relation to advance payments,----- (hereinafter called “the Supplier”) shall deposit with the Public Body a security consisting of -----, to guarantee its proper and faithful performance of the obligations imposed by said Clause of the Contract, in the amount of ----- .

We, the undersigned , legally domiciled in (hereinafter “the Guarantor”), as instructed by the Supplier, agree unconditionally and irrevocably to guarantee as primary obligor and not as surety merely, the payment to the Public Body on its first demand without whatsoever right of objection on our part and without its first claim to the Supplier, in the amount not exceeding .

This security shall remain valid and in full effect from the date of the advance payment received by the Supplier under the Contract until -----.

Name: -----

In the capacity of :-----

Signed:-----

Duly authorized to sign the Security for and on behalf of: -----

Dated on ----- day of ], 20 -----

**D. Installation and Acceptance Certificates****1. Installation Certificate****Place and Date**-----**Procurement Reference Number:** -----**To:** -----

Dear Sir or Madam:

Pursuant to GCC Clause 52 (Installation of the System) of the Contract entered into between yourselves and the (hereinafter the “Public Body”) dated, relating to the , we hereby notify you that the System (or a Subsystem or major component thereof) was deemed to have been correctly installed on the date specified below.

1. Description of the System (or relevant Subsystem or major component:
2. Date of Installation:

Notwithstanding the above, you are required to complete the outstanding items listed in the attachment to this certificate as soon as practicable. This letter shall not relieve you of your obligation to achieve Operational Acceptance of the System in accordance with the Contract nor of your obligations during the Warranty Period.

For and on behalf of the Public Body

Name: -----

In the capacity of:-----

Signed:-----

Duly authorized to sign the Installation Certificate for and on behalf of:-----

Dated on ----- day of ], 20-----

**2.Operational Acceptance Certificate****Place and Date:**-----**Procurement Reference Number:** -----**To:** -----

Dear Sir or Madam:

Pursuant to GCC Clause 53 (Commissioning and Operational Acceptance) of the Contract entered into between yourselves and the (hereinafter the “Public Body”) dated , relating to the , we hereby notify you that the System (or a Subsystem or major component identified below) successfully completed the Operational Acceptance Tests specified in the Contract. In accordance with the terms of the Contract, the Public Body hereby takes over the System (or the Subsystem or major component identified below), together with the responsibility for care and custody and the risk of loss thereof on the date mentioned below.

1. Description of the System (or Subsystem or major component): Date of Operational Acceptance:

This letter shall not relieve you of your remaining performance obligations under the Contract nor of your obligations during the Warranty Period.

For and on behalf of the Public Body

Name: -----

In the capacity of :-----

Signed: -----

Duly authorized to sign the Installation Certificate for and on behalf of: -----

Dated on ----- day of , 20-----

## Bidders' complaint lodging procedure

The Addis Ababa City Administration procurement and property Administration proclamation NO.17/2009 Article 62(1) stated that the Complaint Review Committee decide on complaints lodged regarding on public procurement and property disposal proceedings. Besides, the Committee shall be accountable to the Bureau of finance and Economic development /**BOFED**/. Accordingly, any bidder when he/she wants to lodge complaint regarding on any bidding proceeding follows the following steps.

**First step:** The aggrieved supplier/bidder can lodge his/her complaint to the Head of the procuring entity.

**Second step:** if He/she is not satisfied by the head of the procuring entity's respond can lodge his/her complaint to the complaint Review Committee established at **BOFED**.

Bureau of Finance and Economic Development head or Representative takes the chairmanship Role of the committee and **BOFED** procuring core process representative serve as a secretariat for the complaint Review committee. If Bidders do not satisfied by the decision of the complaint Review committee, they can take the case to the domestic court.

Finally, bidders must be informed that there is no any protest mechanism out of this procedure.