

Section I. Instructions to Bidders

A. General

1. Introduction

- 1.1 Electronic Government Procurement (e-GP) system means the collaborative use of information and communication technologies by public body, the bidding community and regulatory body conducting ethical procurement activities in the government procurement process cycle for the procurement of works & related service and the management of contracts their ensuring good governance and value for money in public procurement.
- 1.2 The Public Body indicated in the Bid Data Sheet (BDS) is the Contracting Authority for this electronic government 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 provision of Works. Accordingly, this procurement process is being conducted in accordance with the recent editions of the Ethiopian Federal Government Procurement and Property Administration Proclamation, Public Procurement Directive and Electronic Government Procurement Directive under the procurement method indicated in the BDS.
- 1.3 By the publication of this Electronic Tendering on e-GP portal; the Public Body invites interested Candidates to submit their Bids with a view to entering into Contract with the Public Body for the provision of Works which general description is provided in the BDS. The Works that are subject of this procurement process are more particularly specified in Section 6, Schedule of Requirements upon the basis of the information supplied in and in accordance with this Electronic Tendering.
- 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 The procurement reference number and number of lots of this Tendering are provided in the BDS. If Bids are being invited for individual lots the Bidder may submit a Bid for one lot only, several or all of the lots. If the bid evaluation is lot based, 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.
- 1.6 This Section 1, Instructions to Bidders shall not form a part of the Contract. These instructions are intended to assist Bidders in the preparation of their Electronic bid.
- 1.7 The Public Body is not bound to accept any Bid, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Bidders.
- 1.8 The Public Body retains ownership of all Bids submitted in response to this Electronic Tendering. Consequently, Bidders have no right to have their Bids returned to them.
- 1.9 In submitting a bid electronically, the Bidder accepts in full and without restriction the terms and conditions stated in electronic tendering as the sole basis of this procurement procedure, whatever the condition; Bidders are expected to examine carefully and comply with all instructions, forms, contract provisions and specifications contained. Failure to submit a bid through e-GP system containing all the required information and documentation within the deadline specified in BDS may lead to reject 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.

- 1.10 The permitted method of communication shall be electronically using e-GP system. Throughout these Tendering Documents the term "electronically" means communicated through e-GP system.
- 1.11 The e-GP System access shall be open, equal, and unrestricted to all prospective bidders and members of the public. Those who want to submit information or receive online alerts or notifications of amendments or clarifications shall be offered on the system.

2. Source of Funds

- 2.1 The Public Body has an approved budget toward the cost of the procurement described in the Section 6, Schedule of Requirement. The Public Body intends to use these funds to place a Contract for which this Tendering is published on e-GP portal.
- 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 Authority (herein after called the Authority) 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 anything 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 parties, 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, parties 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 Authority Website <http://www.ppa.gov.et> and e-GP portal.
- 3.2 In pursuit of the policy defined in Sub-Clause 3.1, the Public Body may terminate a contract for Works 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 In further pursuance of this policy, Bidders shall permit the Authority to inspect their accounts and records and other documents relating to the submission of Bids and contract performance, and to have them audited by auditors appointed by the Authority.
- 3.6 Subject to the recent editions of the Public Procurement Proclamation, public Procurement Directive and Electronic Government Procurement Directive a candidate or a Bidder aggrieved or is likely to be aggrieved on account of the Public Body requesting a Bid not complying with the provisions of the Proclamation or Public Procurement Directive or e-GP 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 electronically through the e-GP system 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 and publish 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 through the system 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 4.4, 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) who have nationality of an eligible country, 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 or Contractors for any part of the Contract including related services.
- 4.3 A Bidder that has been debarred from participating in public procurement in accordance with ITB Clause 3.1 (c), at the time of bid submission or during evaluation period shall be disqualified.
- 4.4 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.
- 4.5 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.
- 4.6 To participate in this electronic government procurement process, being registered in **e-GP portal** suppliers list is a prerequisite.
- (a) Candidates desiring to participate through eGP system shall have to register themselves using the form made available for this purpose.
- 4.7 Bidders shall provide such evidence of their continued eligibility satisfactory to the Public Body, as the Public Body shall reasonably request in BDS.

5. Eligible Materials, Equipment and Services

- 5.1 The materials, equipment and services to be supplied under the Contract may have their origin in any country subject to the restrictions specified in eligible Countries, and all expenditures under the Contract will not contravene such restrictions. At the Public Body's request, Bidders may be required to provide evidence of the origin of materials, equipment and services.

6. Conflict of Interest

- 6.1 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:
- (a) They have at least one controlling partner in common; or
 - (b) They receive or have received any direct or indirect subsidy from any of them; or
 - (c) They have the same legal representative for purposes of this bid; or
 - (d) They 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
 - (e) A Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which such Bidder is involved. However, this does not limit the inclusion of the same subcontractor in more than one bid; or
 - (f) A Bidder participated as a consultant in the preparation of the design or Schedule of Requirements of the works that are the subject of the bid;
 - (g) A Bidder that has a business or family relationship with a member of the Public Body's staff who is directly or indirectly involved in any part of (i) the preparation of the Schedule of Requirements of the assignment, (ii) the selection process for such assignment, or (iii) supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Public Body throughout the procurement process and the execution of the Contract.
 - (h) A Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Public Body as Engineer for the Contract implementation.

B. Contents of Electronic Tendering Document

7. Bidding Documents

- 7.1 The Tendering Documents consist of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read in conjunction with any Addenda published in accordance with ITB Clause 9.

Part 1 Tendering 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 Schedule of Requirements

- Section 6 Schedule of Requirements

Part 3 Contract

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

- 7.5 The Invitation to Bid is not part of the Tendering Document. In case of discrepancies between

the Invitation to Bid and the Tendering Documents, Tendering Documents will take precedence.

- 7.6 The prospective bidders may access tendering document from e-GP portal, there must be register and pay the required amount of participation fee as stated in Invitation to bid (if required).
- 7.7 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Tendering Documents. Failure to fill and provide all information or documentation required by the Tendering Documents may result in the rejection of the bid.

8. Questions / Clarification of Bidding Documents

- 8.1 A prospective Bidder requiring any clarification of the Tendering Documents shall contact the Public Body electronically by using a form provided in the e-GP portal. The Public Body will respond through eGP system any request for all Bidders who have acquired the Tender Documents, provided that such request is received no later than ten (10) days prior to the deadline for submission of bids. The response shall be without reference to the identity of the prospective Bidder initiating the request. The Public Body deems it necessary to amend the Tender Documents as a result of a clarification; it shall do so following the procedure under ITB Clause 9 and Sub-Clause 25.2.
- 8.2 Only the responses through eGP system 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 Tendering Document.
- 8.3 All clarifications responses and amendments of the tendering document shall be posted simultaneously on e-GP portal that is freely accessible to all. Bidders who have already expressed an interest should be directly informed through the eGP system of any such postings.

9. Modification to Tendering Documents

- 9.1 Where Public Body finds it necessary to introduce modification to the Tendering Documents on its initiative or on the basis of request for clarification by Bidder, the Public Body may modify the Tendering Documents at any time prior to the deadline for submission of Bids.
- 9.2 Any alteration to the content of the Tendering Documents shall at the same time be communicated in the form of an amendment to all Bidders who received the Tendering Documents 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 tender.
- 9.3 The Public Body may, at its discretion, extend the closing date for submission of Bids where it modifies a Tendering Documents as per Clause 9.1 above, if it is assumed that the time remaining before the closing date is not sufficient for Bidders to prepare adjusted Tender Documents on the basis of such modification.

10. Pre-Bid Conference and Site Visit

- 10.1 When appropriate, the Public Body will conduct a Pre-Bid Conference virtually for prospective bidders who registered a Tendering Document for clarification and discussion on the Tendering Document or modification at the date and time specified in the Bid Data Sheet. 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 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

- 10.2 The Public Body shall send a reminder notification to all registered bidders to attend the Pre-Bid Conference virtually by using e-GP system. The Public Body has to share the meeting ID and passcode link to registered prospective bidders through the system. The notice will include time and date when Pre-Bid Conference will be held and to gain access to the relevant site or sites. Notice will include time, date, and address where site visits will be organized.
- 10.3 The Public Body shall welcome all prospective Bidders to attend this site visits. To give all prospective Bidders the opportunity to participate in the site visits, prospective Bidders are limited to sending representatives to site visits. All the costs of attending this conference and site visits will be borne by the prospective Bidders.
- 10.4 The Public Body invites all prospective bidders to ask their questions / request for clarification at the time of Pre-Bid Conference.
- 10.5 The Public Body prepares a Pre-Bid Conference minute, publish it and share for all registered prospective bidders to enable them prepare their bid documents by incorporating the content of clarification or modification.
- 10.6 All Bidders are encouraged to attend. Non-attendance, however, shall not result in disqualification of an interested Bidder. No verbal statement made during the conference shall modify the terms and conditions of the tendering document unless such statement is specifically written in the Minutes of the pre- bid Conference, or issued/posted as an amendment in the form of a Supplementary Information to the tendering document.

C. Preparation of Electronic Tender

11. Cost of Tendering

- 11.1 The Bidder shall bear all costs associated with the preparation and submission of its Tender and contract negotiation, and the Public Body shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Tendering process.

12. Language of Bid

- 12.1 The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Public Body, shall be electronically in the language specified in the BDS.
- 12.2 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 the translation has to be submitted together with the documents, especially where such documents pertain to the fundamental elements of the Bid.
- 12.3 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 Tendering Documents.

13. Tender Prices and Discounts

- 13.1 The Contract will be Unit Price (Admeasurement) contract or Lump Sum Contract, as indicated in the BDS.
- 13.2 The prices and discounts quoted by the Bidder in the Schedules shall conform to the requirements specified below.
- 13.3 The Bidder shall submit a Bid for the whole of the works described in BDS Clause 1.2, by

filling in prices for all items of the Works, as identified in Section 4, Bidding Forms.

- 13.4 In case of Unit Price contracts, the Bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items against which no rate or price is entered by the Bidder will not be paid for by the Public Body when executed and shall be deemed covered by the rates for other items and prices in the Bill of Quantities.
- 13.5 The price to be quoted in the BOQ shall be excluding any conditional discounts offered.
- 13.6 The Bidder offering conditional discounts shall indicate the methodology for their application in the Bid Submission Sheet.
- 13.7 If so indicated in ITB Clause 1, Bids are invited for individual contracts or for any combination of contracts (packages). Bidders wishing to offer any price reduction for the award of more than one Contract shall specify in their bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Price reductions or discounts shall be submitted in accordance with ITB Clause 13.5, provided the Bids for all contracts are submitted and opened at the same time.
- 13.8 Public Body shall allow adjustment of prices quoted by the Bidder in case current price information is available from the Public Procurement and Property Authority or the Central Statistical Agency.
- 13.9 Request for price adjustment may be filed after expiration of period specified in the BDS in accordance with the GCC.
- 13.10 All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date 28 days prior to the deadline for submission of bids, shall be included in the rates and prices and the total Bid price submitted by the Bidder.
- 13.11 Where a foreign Bidder plans to use local inputs to satisfy the required object of procurement under the Contract the portion of the total Contract price representing such local cost shall be expressed in ETB.
- 13.12 If so indicated in BDS Sub-Clause 1.5, bids are being invited for individual lots or for any combination of 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 13.5 and clearly indicated for each lot in such a way that it can be announced during the public Bid opening session.

14. Currencies of Bid and Payment

- 14.1 For those inputs to the Works which the Bidder expects to provide from within Ethiopia, the prices shall be quoted in the Ethiopian Birr, unless otherwise specified in the BDS.
- 14.2 For those inputs to the Works which the Bidder expects to provide from outside Ethiopia, the prices shall be quoted 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.
- 14.3 Bidders may be required by the Public Body to justify, to the Public Body's satisfaction, their local and foreign currency requirements, and to substantiate that the amounts included in the prices shown in the appropriate form(s) of Section 4, Bidding Forms in which case a detailed breakdown of the foreign currency requirements shall be provided by Bidders.

15. Professional Qualifications and Capability of the Bidder

- 15.1 If required, in order to proof their professional qualifications and capability Bidders must provide their team skills matrix and personnel statistics 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.
- 15.2 For key individuals who actually will be performing the activities described in the Bidding Document, Bidder must provide resumes that identify years of experience, relevant project implementation experience, and relevant education and training.
- 15.3 Alternative professional staff shall not be proposed, and only one resume may be submitted for each position.
- 15.4 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.
- 15.5 It is desirable that the majority of the proposed professional staff is permanent employees of the Bidder or has an extended and stable working relationship with the Bidder.

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 providing the Works listed in Section 6, Schedule of Requirements. Also, Bidder shall include a description of how it plans to manage the Works included in this Bidding Documents 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 previous contracts and/or experience 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 consortium all of the information listed above must be provided for all of the consortium members. This information shall be in separate sections, one section per

consortium member. In addition, the Bid shall provide the agreements that support the relationships between consortium 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. Financial Standing of the Bidder

- 17.1 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.
- 17.2 Along with the proof referred to in Clause 17.1 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.

18. Joint Venture or Consortium

- 18.1 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 the 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 of the Public Body.
- 18.2 The Bid may be prepared 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, professional, technical and financial requirements and have the wherewithal to carry out the contract effectively

19. Alternative Bids

- 19.1 Unless otherwise indicated in the BDS, alternative Bids shall not be considered.
- 19.2 If permitted in BDS, the Public Body may consider alternative technical solutions prior to the notification of the successful Bidder provided that the Bidder:
- (a) Has submitted Bid in accordance with the Tendering Document as published; and
 - (b) Has submitted Bid based on alternative(s) to the Tendering Document as published;
 - (c) Has included with the Bid a demonstration of the advantages of the alternative technical 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 technical solution by the Public Body, including calculations, technical specifications, breakdown of prices, proposed work methods and other relevant details.
- 19.3 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.

- 19.4 In evaluating a Bid containing an alternative technical solution the Public Body may use any evaluation/award criteria as indicated in the BDS and Section 3, Evaluation Methodology and Criteria.
- 19.5 Alternative Bids not requested by the Public Body shall be rejected.

20. Period of Validity of Bids

- 20.1 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.
- 20.2 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 through eGP system.
- 20.3 Bidders who are not willing to extend their Bid validity period for whatever reason shall be disqualified from the bid without having forfeited their bid security.
- 20.4 Bidders agreeing to the Public Body's request for extension of their Bid validity period have to express through eGP system their agreement to such request. Bidders who agree to such extension shall confirm that they maintain the availability of the Professional staff nominated in the Bid, or in their confirmation of extension of validity of the Bid, Bidders could submit new staff in replacement, who would be considered in the final evaluation for contract award. 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.
- 20.5 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.

21. Bid Security

- 21.1 Unless otherwise specified in the BDS, the Bidder shall furnish as part of its bid, a bid security through e-payment and it is the responsibility of the bidder to follow up authorized financial institution whether they submit the bid security on their behalf in the amount and currency specified in the BDS.
- 21.2 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, or payable order; 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. The bidder has responsible to check the legality of bid security prepared by registered financial institutions. 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.
- 21.3 The Bid Security of a Joint Venture shall be furnished 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 21.7 will apply to all partners to the Joint Venture.

- 21.4 Any Bid not accompanied by a substantially responsive bid security, if one is required in accordance with ITB Sub-Clause 21.1, shall be rejected by the Public Body as non responsive.
- 21.5 The bid security of unsuccessful Bidders shall be returned through the system as promptly as possible upon the successful Bidder's has signed the Contract and furnishing of the performance security pursuant to ITB Clause 47.
- 21.6 The bid security of the successful Bidder shall be returned electronically as promptly as possible once the successful Bidder has signed the Contract and furnished the required performance security.
- 21.7 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 20.2; or
 - (b) If the successful Bidder fails to:
 - (i) Sign the Contract in accordance with ITB 46;
 - (ii) Furnish a performance security in accordance with ITB Clause 47; or
- 21.8 The bid security furnished by foreign Bidders from a bank outside of Ethiopia has to be unconditional and counter guaranteed by local banks.

22. Documents Comprising the Bid

- 22.1 All Bids submitted must comply with the requirements in the Bidding Document and comprise the following Mandatory documentary evidence establishing the Bidder's qualification is the following:
 - (a) Bid Submission Sheet template on the system must be accepted by the bidder (form furnished in Section 4, Bidding Forms) including the following mandatory documentary evidence:
 - (i) VAT registration certificate issued by the tax authority (only domestic Bidders in case of contract value as specified in BDS Clause 4.5(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;
 - (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 prepared the bid on behalf of the company/joint venture/consortium, is duly authorized to do so as stipulated in ITB Clause 23.1;
 - (ii) Documents required in the BDS Clause 17.2(b) 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 specified in the BDS with a budget of at least that of this contract, unless otherwise specified in the BDS Clause 16.3.

- (c) Completed Bill of Quantities or Activity Schedules, in accordance with this Bidding Documents;
- (d) Technical Proposal including a statement of work methods, equipment, personnel, schedule and any other information as stipulated in Section 4, Bidding Forms, in sufficient detail to demonstrate the adequacy of the Bidders' Technical Proposal to meet the work requirements and the completion time including the following mandatory attachments:
 - (i) CVs of the proposed personnel signed by the staff themselves or by the authorized representative of the proposed staff;
 - (ii) Design Documents and Drawings (Form C of Section 6).
- (e) Bid Security, in accordance with ITB Clause 21;
- (f) Alternative bids, at Bidder's option and if permissible, in accordance with ITB Clause 19;
- (g) Domestic Bidders, individually or in joint ventures, applying for eligibility for a 7.5 percent margin of domestic preference shall supply all information required to satisfy the criteria for eligibility as described in ITB 34.
- (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 18.2, indicating at least the parts of the Works to be executed by the respective partners; and
- (i) Any other document or information required to be completed and submitted by Bidders, as specified in the BDS.

23. Format and Signing of Bid

- 23.1 The Bidder shall prepare documents by using eGP system; comprising the bid as described in ITB Clause 23 the bidder shall submit alternative bids, if permitted in accordance with ITB 19. If required in BDS, Bidders shall be required to submit bid documents in two envelopes containing the technical and financial proposals.

D. Submission and Opening of Bids

24. submission of Bid

- 24.1 The Bidder shall submit the bid document through e-GP portal, including alternative bids, if permitted in accordance with ITB Clause 19.

25. Deadline for Submission of Bids

- 25.1 Bidders may always submit their bids through e- GP portal not later than the date and time indicated in the BDS.
- 25.2 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 9, 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.
- 25.3 Bids shall be received and maintained at high standards of security for long-term record keeping and auditing.
- 25.4 The public body shall accept only those bids/proposals that were submitted through eGP system

before the time of bid submission deadline. Receipt of electronic submissions, including the date and time must be acknowledged immediately and shall send a delivery report electronically.

26. Late Bids

- 26.1 The e-GP system shall not consider any bid after the deadline for submission of bids, in accordance with ITB Clause 25. Unfortunately, if the e-GP system received bids after the deadline for submission of bids; the late bid shall be rejected.

27. Withdrawal, Substitution, and Modification of Bids

- 27.1 A Bidder may withdraw, substitute, or modify its bid that has been submitted up to the time of bid submission deadline. A bidder can re-submit/revise the substitution or modification of bids at any time before the deadline of submission and the system shall replace the substitution and modification of bids.
- 27.2 Receipt of a modification or a notice of withdrawal including the date and time must be acknowledged through the system.
- 27.3 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.
- 27.4 A Bidder may withdraw, substitute, or modify its bid on eGP that has been submitted up to the time of bid submission deadline. A bidder can re-submit the substitution or modification of bids at any time before the deadline of submission and the system shall replace the substitution and modification of bids.

28. Bid Opening

- 28.1 The Public Body shall conduct the virtual bid opening ceremony by using e-GP system at the 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. The bidder shall share their private security key for the public body after the deadline of bid submission at the date and time specified in BDS. Failure to share the private security key shall be subject to rejection of the bid. The Public Body has to share the meeting ID and passcode link to registered bidders and other concerned body. The notice will include time and date when bid opening will be held.
- 28.2 All submitted tenders shall be opened one at a time. If the public body request the bidder to submit their tender in two envelopes, first the technical proposal shall be opened virtually and the financial proposal maintained unopened until the elapse of complaint period for technical evaluation result. Otherwise, the tender required to submitting in one envelope, the submitted tender comprising technical & financial offer shall be opened at a time. During tender opening ceremony, the read outs are: the name of the Bidder, currency type, the Bid Prices, including any rebate/ discounts and alternative offers; the presence of a bid security and amount (if required); and any other details as the Public Body may consider appropriate. Only rebate/discounts and alternative offers read out at bid opening shall be considered for evaluation. No bid shall be rejected at bid opening time except bid submitted in accordance with ITB Sub-Clause 26.1.
- 28.3 The Public Body shall prepare tender opening minute that include all events during tender opening time. The tender opening minute shall be publishing to the portal and share for all participant Bidders.

- 28.4 Any bid document not opened and read out during the bid opening ceremony proceeding shall not be considered for further evaluation.

E. Evaluation and Comparison of Bids

29. Confidentiality

- 29.1 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.
- 29.2 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.
- 29.3 Notwithstanding ITB Sub-Clause 29.2, 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 through eGP system.
- 29.4 Bid proposals in electronic format through eGP system shall be protected against access by unauthorized persons until the publication of the contract award.

30. Clarification of Bids

- 30.1 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 sent through eGP system. 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 33.
- 30.2 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.

31. Responsiveness of Bids

- 31.1 The Public Body's determination of a Bid's responsiveness is to be based on the contents of the Bid itself.
- 31.2 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) Affects in any substantial way the scope, quality, or performance of the Works specified in the Contract; or
 - (ii) Limits 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 Bid.

- 31.3 If a Bid is not substantially responsive to the salient requirements of the Bidding Documents 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.
- 31.4 Decisions to the effect that a bid is not substantially responsive must be duly justified in the evaluation minutes.
- 31.5 If only one Bid meets all salient requirements of the Bidding Documents 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.

32. Nonconformities and Omissions

- 32.1 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.
- 32.2 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.
- 32.3 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.

33. Dubious price quotations and errors in calculation

- 33.1 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.
- 33.2 The Public Body shall correct the detected errors in calculation and notify the Bidder 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.
- 33.3 If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be disqualified.

34. Margin of Preference

- 34.1 Preference shall be granted to local construction companies.
- 34.2 The margin of preference to be so granted to local construction companies and applied when comparing prices during evaluation of Bids shall be 7.5 %.
- 34.3 Local companies engaged in construction shall provide all evidence necessary to prove that they meet the following conditions to qualify for the preference:
 - (a) The company has to be incorporated in Ethiopia;
 - (b) More than fifty per cent (50%) of the company's capital stock has to be held by Ethiopian natural or juridical persons;
 - (c) More than fifty per cent (50%) of members of the board of the company have to be Ethiopian nationals;
 - (d) At least fifty per cent (50%) of the key staff of the company has to be Ethiopian Nationals.
- 34.4 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 in national competitive bidding.
- 34.5 When small and micro enterprises participate in international competitive bidding, only the preference granted to local companies as per Sub-Clause 34.2 shall apply.

35. Conversion to Single Currency

- 35.1 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.

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 22 have been provided, and to determine whether Bid comply with administrative requirements of the Bidding Documents.
- 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 prepare the Bid on behalf of the company/joint venture/consortium, is duly authorized to do so (ITB Sub-clause 22.1 (b) (i));
 - (b) Bid is not written in language specified in the BDS Clause 12.1;
 - (c) Bidder has failed to agree on statement stated in Bid Submission Sheet;
 - (d) Bidder has failed to fill Bidder Certification of Compliance Form;
 - (e) Bidder has failed to fill Bill of Quantities or Activity Schedules
 - (f) Bidder has failed to fill Technical Proposal;
 - (g) Bidder has failed to submit signed and dated Bid Security;

- (h) The Bid Security is not in accordance with ITB Clause 21.

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 Documents.

37.2 Legal admissibility

The Public Body may determine Bid as not responsive when:

- (a) Bidder does not have nationality in accordance with ITB Clause 4.2;
- (b) Bidder is found to have a conflict of interest as described in ITB Clause 6;
- (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 4.5(b)(i);
- (d) Bidder has failed to register in the Public Procurement and Property Authority e-GP portal suppliers list in accordance with ITB Clause 4.6;
- (e) Bidder has been debarred by a decision of the Public Procurement and Property Authority from participating in public procurements for breach of its obligation under previous contracts, in accordance with ITB Clause 4.3;
- (f) 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 4.5(c);
- (g) Domestic Bidder has failed to submit VAT registration certificate issued by the tax authority (in case of contract value specified in BDS Clause 4.5(b)(ii)), in accordance with ITB Clause 4.5(b)(ii).;
- (h) Domestic Bidder has failed to submit a valid tax clearance certificate issued by the tax authority in accordance with ITB Clause 4.5(b)(iii).
- (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 4.5(b)(iv);
- (b) Bidder has failed to fill in the Bidder Certification of Compliance Form information related to its professional qualification and capability for the period specified in the BDS Clause 15.1;
- (c) Bidder has failed to demonstrate in its Technical Proposal that it will have the personnel for the key positions that meet requirements stipulated in Section 3, Evaluation Methodology and Criteria.
- (d) Bidder has failed to provide CVs of the Professional staff signed by the staff themselves or by the authorized representative of the Professional Staff.

37.4 Technical admissibility

The Public Body may determine Bid as not responsive when:

- (a) Bidder has failed to fill in the Bidder Certification of Compliance Form information

about major relevant contracts successfully completed in the number and period specified in Section 3, Evaluation Methodology and Criteria;

- (b) 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 with a budget of at least that of this contract;
- (c) Bidder has failed to fill in the Bidder Certification of Compliance Form information about contracts similar to the proposed Works in the number, value, and period specified in Section 3, Evaluation Methodology and Criteria;
- (d) Bidder has failed to fill in the Bidder Certification of Compliance Form information about non-performing contracts for the period specified in Section 3, Evaluation Methodology and Criteria;
- (e) Bidder has failed to fill in the Bidder Certification of Compliance Form information about pending litigations as required in Section 3, Evaluation Methodology and Criteria;
- (f) Bidder has failed to demonstrate in its Technical Proposal that it will have available for the implementation of the Contract equipment listed in Section 3, Evaluation Methodology and Criteria.
- (g) Bidder has failed to provide in its Technical Proposal Design Documents and Drawings (Form C of Section 6)

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 17.2(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 17.2(b)
- (d) The average annual turnover of the Bidder 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 Section 3, Evaluation Methodology and Criteria;
- (e) The Bidder has failed to demonstrate access to, or availability of, financial resources as required in Section 3, Evaluation Methodology and Criteria.

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 The Public Body shall evaluate the Bids on the basis of their responsiveness to the Schedule of Requirements, applying the evaluation criteria, sub-criteria, and point system specified in the Section 3. No other criteria or methodology shall be permitted. Each responsive Bid will be given a technical score. A Bid shall be rejected at this stage if it does not respond to important aspects of the Bidding Documents and particularly the Schedule of Requirements or if it fails to achieve the minimum technical score indicated in the Section 3.

38.3 To evaluate a bid, the Public Body shall consider the following:

- (a) The Bid price, excluding Provisional Sums and the provision, if any, for contingencies in the Summary Bill of Quantities for Unit Price contracts or Schedule of Prices for lump

- sum contracts, but including day work items, where priced competitively;
- (b) Price adjustment for correction of arithmetic errors in accordance with ITB Clause 33.1;
 - (c) Price adjustment due to discounts offered in accordance with ITB Clause 13.5;
 - (d) Converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITB Clause 35;
 - (e) Adjustment for nonconformities in accordance with ITB 32;
 - (f) Application of all the evaluation factors indicated in Section 3, Evaluation Methodology and Criteria;
 - (g) Adjustments due to the application of a margin of preference, in accordance with ITB Clause 34.
- 38.4 The Public Body's evaluation of a bid may require the consideration of other factors, in addition to the Bid Price quoted in accordance with ITB Clause 13. The factors to be used, if any, and the methodology of application shall be indicated in Section 3, Evaluation Methodology and Criteria.
- 38.5 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.
- 38.6 If the Bid for an unit price contract, which results in the lowest Evaluated Bid Price, is seriously unbalanced, front loaded or substantially below updated estimates in the opinion of the Public Body, the Public Body may require the Bidder to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, taking into consideration the schedule of estimated Contract payments, the Public Body may require that the amount of the performance security be increased at the expense of the Bidder to a level sufficient to protect the Public Body against financial loss in the event of default of the successful Bidder under the Contract.

39. Comparison of Bids

- 39.1 The Public Body shall compare all substantially responsive Bids in accordance with ITB Clause 38.3 and methodology specified in Section 3, Evaluation Methodology and Criteria to determine the lowest evaluated Bid.

40. Post-qualification Evaluation

- 40.1 After identifying the successful Bidder by evaluating the Bid documents against the criteria set forth in this Tendering Documents the Public Body shall conduct post qualification evaluation to establish the current qualification of the successful Bidder 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, technical, and financial standing and conformity to the requirements stated in this Bidding Documents.
- 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 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 publish Invitation to bid for a second time under the following circumstances:
- (a) Where the Invitation for bid has been unsuccessful, namely where no technically 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 publication of the Invitation to bid.
 - (c) Where it is concluded that noncompliance with the rules and procedures governing bids prescribed by the Proclamation, Procurement Directive and Electronic Government 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 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 the quantity of Works originally specified in Section 6, Schedule of Requirement, provided this does not exceed the percentages indicated in the BDS, and 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 the result of a Bid evaluation to all Bidders alike at the same time.
- 45.2 The 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 Notification of result 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 Notification 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 contract 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, subject to ITB Clause 38.6, using for that purpose the Performance Security Form included in Section 9, Contract Forms, or another form acceptable to the Public Body.

47.2 If the performance security furnished by the successful local Bidder is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Bidder to be acceptable to the Public Body. A foreign institution providing a bond shall have a correspondent financial institution located in the Federal Democratic Republic of Ethiopia.

47.3 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.

47.4 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.

47.5 Where the successful Bidder cannot or is unwilling to sign a contract or furnish 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.