
SUBJECT: **INVITATION TO TENDER FOR CONSTRUCTION OF ONE STOP BORDER POST (OSBP) MAIN BUILDING AT GALAFI BORDER POST**

The Federal Democratic Republic of Ethiopia Ministry of Trade and Regional Integration intends to award a works contract for the construction of the One Stop Border Post (OSBP) Main Building at Galafi Border Post on the Ethiopian side with financial assistance from the Common Market for Eastern and Southern Africa (COMESA) Trade Facilitation Programme under the 11th European Development Fund (EDF). The tender dossier is available at the Ministry of Trade and Regional Integration, at Gurd Shola, near to the Century Mall in Addis Ababa, Ethiopia. Also published on <https://www.motri.gov.et> and in local newspapers.

A complete set of bidding documents should be purchased by eligible bidders as of December 22, 2022, upon payment of a non-refundable fee of birr 500.00.

Bid security is a bank guarantee or CPO. Bid security in the amount of USD 9,500.00 (nine thousand five hundred USD) or ETB 500,000.00 (five hundred thousand birr) shall be addressed to the employer.

The document can be purchased at the Ministry of Trade and Regional Integration Gurd shola near Century Mall. P.O. Box 704, Addis Ababa, Ethiopia. For the attention of the Procurement Unit: Procurement Team Leader.

The deadline for the submission of tenders is Monday, February 20, 2023. Possible additional information, clarifications, or questions shall be published on <https://www.motri.gov.et> and in local newspapers.

LETTER OF INVITATION TO TENDER

MINISTRY OF TRADE AND REGIONAL INTEGRATION

Date: 23 December 2022

Our ref.: **MOTRI/COMESA-EDF-11/003/2022**

**SUBJECT: INVITATION TO TENDER FOR CONSTRUCTION OF ONE STOP
BORDER POST (OSBP) MAIN BUILDING AT GALAFI BORDER POST**

Dear Mr/Ms,

Further to your enquiry regarding the publication of the above-mentioned invitation to tender, please find enclosed the following documents, which constitute the tender dossier:

VOLUME 1

SECTION 1: INSTRUCTIONS TO TENDERERS

SECTION 2: TENDER FORM

Annex 1 - Declaration of honour on exclusion and selection criteria.....Form
A.14

SECTION 3: TENDER GUARANTEE FORM

SECTION 4: QUESTIONNAIRE

Additional notice to tenderers

General information about the tendererForm 4.1

Organisation chart.....Form 4.2

Power of attorney.....Form 4.3

Financial statementForm 4.4

Financial identification form.....Forms 4.5 a) + b)

Technical qualifications:

Overview of the tenderer's staff.....Form 4.6.1.1

Staff to be employed on the contractForm 4.6.1.2

Professional experience of key staff

Curriculum vitaeForm 4.6.1.3

Plant	Form 4.6.2
Work plan and programme.....	Form 4.6.3
Experience as contractor	Form 4.6.4
Data on joint ventures	Form 4.6.5
Litigation history	Form 4.6.6
Quality assurance system(s)	Form 4.6.7
Accommodation for the supervisor	Form 4.6.8
Further information	Form 4.6.9

SECTION 5: ADMINISTRATIVE COMPLIANCE GRID AND EVALUATION GRID

Administrative compliance grid

Evaluation grid

VOLUME 2

SECTION 1: CONTRACT FORM

SECTION 2: GENERAL CONDITIONS FOR WORKS CONTRACTS

SECTION 3: SPECIAL CONDITIONS

SECTION 4: SPECIMEN PERFORMANCE GUARANTEE

SECTION 5: SPECIMEN PREFINANCING PAYMENT GUARANTEE

SECTION 6: SPECIMEN RETENTION GUARANTEE

[EDF: SECTION 7: TAX AND CUSTOMS ARRANGEMENTS]

VOLUME 3

TECHNICAL SPECIFICATIONS

VOLUME 4

FINANCIAL OFFER UNIT PRICE CONTRACTS

VOLUME 5

DESIGN DOCUMENTS, INCLUDING DRAWINGS

For full information about procurement procedures please consult the practical guide and its annexes, which can be downloaded from the following web page: <https://www.motri.gov.et>

We look forward to receiving your tender and the accompanying tender bank guarantee.

By submitting a tender you accept to receive notification of the outcome of the procedure by electronic means. Such notification shall be deemed to have been received by you on the date upon which the contracting Ministry sends it to the electronic address you referred to in your offer.

If you decide not to submit a tender, we would be grateful if you could inform us in writing, stating the reasons for your decision.

Yours Sincerely,

VOLUME 1

SECTION 1:

INSTRUCTIONS TO TENDERERS

CONSTRUCTION OF ONE STOP BORDER POST (OSBP) MAIN BUILDING AT GALAFI BORDER POST

VOLUME 1 SECTION 1 - INSTRUCTIONS TO TENDERERS

PUBLICATION REF.: MOTRI/COMESA-EDF-11/TFP/003/2022

In submitting a tender, the tenderer accepts in full and without restriction the special and general conditions governing the contract as the sole basis of this tendering procedure, whatever its own conditions of sale may be, which it hereby waives. Tenderers are expected to examine carefully and comply with all instructions, forms, contract provisions and specifications contained in this tender dossier. Failure to submit a tender containing all the required information and documentation within the deadline will lead to rejection of the tender. No account can be taken of any reservation in the tender as regards the tender dossier; this may result in immediate rejection of the tender without further evaluation.

These instructions set out the rules for the submission, selection and implementation of contracts financed under this call for tenders, in conformity with the provisions of the practical guide, which is applicable to this call (available on the internet at this address: <http://ec.europa.eu/europeaid/prag/document.do>).

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GENERAL PART

GENERAL INSTRUCTIONS

- 1.1. Tenderers must tender for the whole of the works required by the dossier. Tenders will not be accepted for incomplete lots.
- 1.2. Timetable

	DATE	TIME*
Clarification/pre-bid meeting (optional)	26 January 2023	10:00hrs
Site visit (Mandatory)	23 January 2023	12:00hrs
Deadline for requesting any additional information from the contracting authority	30 January 2023	16:00hrs
Last date on which additional information are issued by the contracting authority	09 February 2023	16:00hrs
Deadline for submitting tenders	20 February 2023	10:00hrs
Tender opening session	20 February 2023	10:30hrs
Notification of award to the successful tenderer	30 March 2023	-
Signature of the contract	31 March 2023	-

*** All times are in the time zone of the country of the contracting authority provisional date**

☐ **Provisional data**

FINANCING

The project is financed by the European Union, in accordance with the rules of sub delegation agreement signed between COMESA and the Federal Republic of Ethiopia under the 11 EDF Trade Facilitation Programme.

PARTICIPATION

Participation in the call for tender is open on equal terms to natural and legal persons (participating either individually or in a grouping (consortium) of tenderers) established in one of the Member States of the European Union, ACP States or in a country or territory authorised by the ACP-EC Partnership Agreement under which the contract is financed. Participation is also open to international organisations. All supplies and materials under this contract shall originate from one or more of those eligible countries.

However, they may originate from any country when the amount value of the supplies and materials to be purchased is below EUR 100 000

For UK candidates or tenderers: Please be aware that following the entry into force of the EU-UK Withdrawal Agreement* on 1 February 2020 and in particular Articles 127(6), 137 and 138, the references to natural or legal persons residing or established in a Member State of the European Union and to goods originating from an eligible country, as defined under Regulation (EU) No 236/2014** and Annex IV of the ACP-EU Partnership Agreement***, are to be understood as including natural or legal persons residing or established in, and to goods originating from, the United Kingdom ****. Those persons and goods are therefore eligible under this call.

* Agreement on the withdrawal of the United Kingdom of Great Britain and Northern Ireland from the European Union and the European Atomic Energy Community.

** Regulation (EU) No 236/2014 of the European Parliament and of the Council of 11 March 2014 laying down common rules and procedures for the implementation of the Union's instruments for financing external action.

*** Annex IV to the ACP-EU Partnership Agreement, as revised by Decision 1/2014 of the ACP-EU Council of Ministers (OJ L196/40, 3.7.2014)

**** including the Overseas Countries and Territories having special relations with the United Kingdom, as laid down in Part Four and Annex II of the TFEU]

- 1.3. These terms refer to all nationals of the above states and to all legal entities, companies or partnerships established in the above states. For the purposes of proving compliance with this rule, tenderers being legal persons, must present the documents required under that country's law.
- 1.4. The eligibility requirement detailed in sub clauses 3.1 and 3.2 applies to all members of a joint venture/consortium and all subcontractors, as well as to all entities upon whose capacity the tenderer relies for the selection criteria. Every tenderer, member of a joint venture/consortium, every capacity-providing entity, every subcontractor and every supplier must certify that they meet these conditions. They must prove their eligibility by a document dated less than one year earlier than the deadline for submitting tenders, drawn up in accordance with their national law or practice or by copies of the original documents stating the constitution and/or legal status and the place of registration and/or statutory seat and, if it is different, the place of central administration. The contracting authority may accept other satisfactory evidence that these conditions are met.
- 1.5. Natural persons, companies or undertakings falling into a situation set out in Section 2.4. (EU restrictive measures), 2.6.10.1. (exclusion criteria) or 2.6.10.1.2. (rejection from a procedure) of the practical guide, are not entitled to participate in this tender procedure or be awarded a contract. Should they do so, their tender will be considered unsuitable or irregular respectively. Tenderers must provide declarations to the effect that they are not in any of the exclusion situations listed in Section 2.6.10.1. of the practical guide. The declarations must cover all the members of a joint venture/consortium and must also be submitted by any sub-contractor or capacity providing entity. Tenderers guilty of making false declarations may also incur financial penalties up to 10% of the total value of the contract and exclusion, in accordance with the Financial Regulation in force.

- 1.6. The exclusion situation referred to in sub clause 3.4 applies to all members of a joint venture/consortium, all subcontractors and all suppliers to tenderers, as well as to all entities upon whose capacity the tenderer relies for the selection criteria.
- 1.7. Subcontracting is allowed but the contractor will retain full liability towards the contracting authority for performance of the contract as a whole.

In the selection of subcontractors, preference must be given by the **contractor** to natural persons, companies or firms of ACP States capable of **performing the work** required on similar terms.

ONLY ONE TENDER PER TENDERER

A company may not tender for a given contract both individually and as a member of a joint venture/consortium. Participation by a tenderer in more than one tender for a contract will result in the disqualification of all those tenders for that contract in which the party is involved. The same company may only participate as subcontractor in different tenders if that is justified by the specific nature of the market and cleared by the contracting authority.

TENDER EXPENSES

- 1.8. The tenderer will bear all costs associated with preparing and submitting the tender. The contracting authority will not be responsible or liable for such costs, whatever the conduct or outcome of the procedure.
- 1.9. The contracting authority will neither be responsible for, nor cover, any expenses or losses incurred by the tenderer through site visits and inspections or any other aspect of its tender.

SITE VISIT AND CLARIFICATION MEETING

- 1.10. The tenderer is obliged to visit and inspect the site of the works and its surroundings for the purpose of assessing, at its own responsibility, expense and risk, the factors necessary for preparing its tender and signing the contract for the works (date, time and place, see the additional information about the contract notice.)
- 1.11. A clarification meeting and/or a site visit will be held by the contracting authority (date, time and place, see the additional information about the contract notice).
- 1.12. The minutes of the clarification meeting will be published on the website: www.motri.gov.et. As proof of participation, tenderers will receive a certificate of their site visit.

CONTENT OF TENDER DOCUMENTS

The set of tender documents comprises the documents specified in the invitation letter.

Tenderers bear sole liability for examining with appropriate care the tender documents, including design documents available for inspection and any modification to the tender documents issued during the tendering period, and for obtaining reliable information on any conditions and obligations that may in any way affect the amount or nature of the tender or the

execution of the works. In the event that the tenderer is successful, no claim for altering the tender amount will be entertained on the grounds of errors or omissions in the obligations of the tenderer described above.

EXPLANATIONS CONCERNING TENDER DOCUMENTS

- 1.13. Any request for additional information must be made in writing through the TED eTendering website accessible through the F&T portal at <https://ec.europa.eu/info/funding-tenders/opportunities/portal/screen/home> and www.motri.gov.et. Registration on TED eTendering is required to be able to create and submit a question. In order to request for additional information click “Create a question” in the Questions & Answers tab at the latest 21 days before the deadline for submission of tenders stated at section IV.2.2) of the contract notice. The contracting authority has no obligation to provide additional information after this date.

The contracting authority must reply to all tenderers’ questions at least 11 days before the deadline for receipt of tenders.

- 1.14. The questions and answers will be published on www.motri.gov.et and local newspapers. The website will be updated regularly and it is the tenderer’s responsibility to check for updates and modifications during the submission period.

MODIFICATIONS TO TENDER DOCUMENTS

- 1.15. The contracting authority may amend the tender documents by publishing modifications up to 11 days before the deadline for submitting tenders.
- 1.16. Each modification published will constitute a part of the tender documents and will be published on TED eTendering accessible from the F&T portal at <https://ec.europa.eu/info/funding-tenders/opportunities/portal/screen/home> and www.motri.gov.et and local newspapers.
- 1.17. The contracting authority may, as necessary and in accordance with Clause 18, extend the deadline for submitting tenders to give tenderers sufficient time to take modifications into account when preparing their tenders.

TENDER PREPARATION

LANGUAGE OF TENDERS

- 1.18. The tender and all correspondence and documents related to the tender exchanged by the tenderer and the contracting authority must be written in the language of the procedure, which is English. All correspondence relating to payments, including invoices and interim and final payment certificates, must also be sent to the contracting authority in English.
- 1.19. If supporting documents are not written in one of the official languages of the European Union, a translation into the language of the call for tender must be attached. Where the documents are in an official language of the European Union other than English, it is strongly recommended to provide a translation into the language of the call for tenders, in order to facilitate the evaluation of the documents.

CONTENT AND PRESENTATION OF TENDER

1.20. Tenders must satisfy the following conditions:

- 1.20.1. Tenders must comprise the documents and information in Clause 12 below.
- 1.20.2. The tender must be signed on behalf of the tenderer/joint venture/consortium by a person or persons duly authorised to do so, empowered by power of attorney submitted in accordance with Form 4.3 in Volume 1, Section 4 of the tender dossier.
- 1.20.3. The relevant pages of the documents specified in Clause 12 must be signed as indicated.
- 1.20.4. The tenderer must provide all documents required by the tender dossier. All such documents, without exception, must comply strictly with these conditions and provisions and contain no amendments made by the tenderer. Tenders which do not comply with the requirements of the tender dossier may be rejected.

1.21. The works are not divided into lots. Tenders must be for all the quantities indicated.

INFORMATION/DOCUMENTS TO BE SUPPLIED BY THE TENDERER

1.22. All tenders must comprise the following information and duly completed documents:

- 1.22.1. Tender form, together with its Annex 1 "Declaration on honour on exclusion criteria and selection criteria"¹
- 1.22.2. Documentation as required in the questionnaire in Volume 1, Section 4, including all forms attached;
- 1.22.3. The forms provided in Volume 4:

for unit price contracts:

Volume 4.3.2 — Bill of quantities;

Volume 4.3.3 — Price schedule;

Volume 4.3.4 — if applicable: Daily work schedule;

- 1.22.3.1. The prices in Volume 4 are deemed to have been set on the basis of the conditions in force 30 days prior to the deadline for submitting tenders.

The detailed breakdown of prices must be used when required for any purpose under the contract, notably to provide the coefficients for applying the price revision formula referred to in Article 48.2 of the special conditions. The tenderer must provide clear arithmetical calculations for the proposed coefficients. No price revision under the contract.

- 1.22.4. Cash flow statements as part of the financial statement form (Form 4.4).

¹ See PRAG 2.6.10.1.3 A)

- 1.22.5. Copies of the most recent documents showing the organisation chart, legal status and place of registration of the tenderer's headquarters, a power of attorney empowering the person signing the tender and all related documentation. These documents must follow the forms in Volume 1, Section 4 of the tender dossier:
- general information about the tenderer (Form 4.1)
 - organisation chart (Form 4.2)
 - power of attorney (Form 4.3)
 - Renewed Trade License for the current year
 - Valid tax clearance certificate
 - Construction registration (competence certificate)
- 1.22.6. Evidence showing that the liquid assets and access to credit facilities are adequate for this contract, confirmed by a financial statement for the last three years verified by a chartered accountant. This evidence must be provided using Form 4.4, Financial statement, in Volume 1, Section 4 of the tender documents.
- 1.22.7. Financial projections for the two years ahead. This information must follow Form 4.4, Financial statement, provided in accordance with Volume 1, Section 4 of the tender documents.
- 1.22.8. Financial identification form (Form 4.5a, Volume 1) and legal entity file (Form 4.5b, Volume 1). If the tenderer has already signed another contract financed by the European Union, it may provide instead of the forms and supporting documents either the file numbers received or copies of the forms provided on that occasion, unless a change occurred in the meantime.
- 1.22.9. Information about the tenderer's technical qualifications. This information must follow the forms in Volume 1, Section 4 of the tender documents and include:
- a presentation of the tenderer's organisation, including the total number of staff employed (Form 4.6.1.1),
 - a list of the staff proposed for execution of the contract, with the CVs of key staff (Forms 4.6.1.2 and 4.6.1.3),
 - a list of plant for execution of the contract. The descriptions must demonstrate the tenderer's ability to complete the works and should include amongst others, the following elements:

Equipment for the implementation of the contract.

- The Bidder must demonstrate that it will have available for the implementation of the contract the following equipment listed hereafter:
- The bidder should submit ownership certificates/libres, receipts & etc. valid for the year 2022 GC.
 - For rental equipment the bidder must attached Rental Agreement and the renewed licence for Renter Company.
 -

No	Equipment Type and capacity	Minimum number requirement
1	Dump trucks 130 Quintal	02
2	Rollers with vibrator 5-8Tone	01
3	Scaffolding (steel)	200 m ²
4	Graders 140H	01
5	Formwork 300m ²	300m ²
6	Excavators (with jackhammer) 1.5m ³	01
7	Concrete mixers 250lit and above	02
8	Cranes and lifting equipment 20ton	01
9	Concrete Vibrators	02
10	Welding machines	01
11	Generator 100KVA	01
12	Water Bossier Truck (water storage) 8 m ³	01

The tenderer must indicate whether this equipment is owned, hired or used by a subcontractor. Manufacturer's documents fully describing the equipment must be submitted with the tender (Form 4.6.2);

- a list of materials and any supplies intended for use in the works, stating their origin;
- a work plan with brief descriptions of the main tasks (Form 4.6.3), showing the sequence and proposed timetable for implementing the tasks. In particular, the proposal must detail the temporary and permanent works to be constructed. The tenderer must take account of weather conditions and the requirement to prepare designs and obtain building permits prior to carrying out construction works. The tenderer must also submit a comprehensive method statement, with drawings if necessary, showing the methods by which it proposes to carry out the works. In particular, the tenderer must indicate the numbers, types and capacities of the plant and staff it proposes to use on the main areas of work;

- a critical milestone bar chart showing times and duties allocated for employees for this contract (Form 4.6.3);
- data on subcontractors and the percentage of works to be subcontracted (Form 4.6.3);
- evidence of relevant experience in carrying out works of a similar nature, including the nature and value of the contracts, works in hand and contractually committed (Form 4.6.4). The evidence must include successful experience as the prime contractor in construction of at least 3 projects of the same nature and complexity comparable to the works concerned by the tender during the last seven years;
- information regarding the proposed main site office (Form 4.6.3);
- an outline of the quality assurance system(s) to be used (Form 4.6.7).
- if applicable, information on tenderers involved in a joint venture/consortium (Form 4.6.5);
- details of their litigation history over the last 5 years (Form 4.6.6);
- details of the accommodation and facilities to be provided for the Supervisor (Form 4.6.8);
- any other information (Form 4.6.9).

1.22.10. Proof documents, declarations and undertakings according to Clauses 3.1-3.6 above. These documents should cover all members of a joint venture/consortium and all subcontractors as specified.

1.22.11. Unless otherwise provided in the contract, all goods purchased under the contract must originate in a Member State of the European Union or in a country or territory of the regions covered and/or authorised by the specific instruments applicable to the programme specified in Clause 3.1 above. However, they may originate from any country when the amount value of the supplies and materials to be purchased is below EUR 100 000. For these purposes, "origin" means the place where the goods are mined, grown, produced or manufactured and/or from which services are provided. The origin of the goods must be determined according to the relevant international agreements (notably WTO agreements), which are reflected in EU legislation on rules of origin for customs purposes: the Customs Code (Council Regulation (EEC) No 2913/92) in particular its Articles 22 to 26 thereof, and the Code's implementing provisions (Commission Regulation (EEC) No 2454/93).

Goods originating in the EU include goods originating in the Overseas Countries and Territories.]

Through their tender submission form, tenderers must provide an undertaking signed by their representative certifying compliance with this requirement. The tenderer is obliged to verify that the provided information is correct. Otherwise, the tenderer risks to be excluded because of negligently misrepresenting information. For more details, see Section 2.3.5. of the practical guide.

1.22.12. [NA]

1.22.13. Tender guarantee, using the form provided in Volume 1, Section 3;

1.22.14. Site visit certificate.

- 1.23. In order to be eligible for the award of the contract, tenderers must provide evidence that they meet the selection criteria. This must be provided by tenderers using the forms described in 12.1 above and any additional forms tenderers may wish to use.

If a tender is submitted by a consortium, unless specified, the selection criteria will be applied to the consortium as a whole.

The selection criteria for each tenderer are as follows:

Economic and financial capacity of candidate:

- the average annual turnover of the tenderer in the past 3 years must be at **least USD 2,500,000.00 or ETB 132,500,000.00** In case of a joint venture at least one member must have an average annual turnover of at **least USD 4,800,000.00 or ETB 254,400,000.00**
- External chartered certified audited financial reports for the last 3 years.
- Letters from Ethiopia Ministry of Revenue indicating the construction work income for the last 3 years.

Technical and professional capacity of candidate:

Technical capacity

- Bidder must have completed at least 3 project of the similar nature/amount/complexity as the works concerned by the tender and implemented during the following period: the last 7 years from the submission deadline.
- Bidder must submit three contracts of Building Construction Projects with value of each not less **than USD 2,240,000.00 or ETB 118,720,000.00** that have been successfully completed.
- For the experience requirements Supporting evidence recommendation letter for satisfactory performance from the employer which is clearly mention the project amount and the progress is mandatory and must be attached.
- The contracting authority reserves the right to ask for copies of certificates of final acceptance signed by the supervisors/contracting authority of the projects concerned.
- bidder must carry out at least 50% of the contract works using its own resources, which means that it must have the equipment, materials, human and financial resources necessary to carry out that percentage of the contract.
- If it is the lead member of a joint venture/consortium, it must be able to carry out at least 50% of the contract works using its own means.
- If it is a partner of a joint venture/consortium (i.e. not the lead member) it must be able to carry out at least 35 % of the contract works using its own means.

Professional capacity

The tenderer's personnel must have at least the *education, signed CV from both employer and experts, proof of valid professional license, appropriate experience and proven qualifications relevant to works of a similar nature to this project* as presented in the following Table.

No.	Position	Minimum Education qualification	Number required	Minimum Total Work Experience (Years)	In Similar Works Experience (years)
1.	Project Manager	Degree in Civil Engineering, Construction Management or equivalent	1	10	5
2.	General Site Forman	Diploma in Building construction Engineering, or equivalent	1	8	4
3.	Civil work Forman	Diploma in Civil Engineering, or equivalent	1	6	
4.	Office Engineer	Degree in Civil Engineering, Construction Management or equivalent	1	6	3
5.	Electrical Services Foreman	Higher Diploma in Electrical Engineering, or similar relevant qualification.	1	6	3
6.	Mechanical Services Foreman	Higher Diploma in Mechanical Engineering, or similar relevant qualification.	1	6	3
7.	Quantity surveyor	Bachelor of Science in Civil Engineering, Construction Management or equivalent	1	4	2
8	Health and Safety Officer	• Degree or Higher Diploma in Environmental Management or Construction Management or similar relevant qualification.	1	4	2

1.1.1. Capacity-providing entities:

An economic operator may, where appropriate and for a particular contract, rely on the capacity of other entities, regardless of the legal nature of the links which it has with them. If the tenderer relies on other entities, it must prove to the contracting authority that it will have at its disposal the resources necessary to perform the contract by producing a commitment on the part of those entities to place resources at its disposal. Such entities, for instance the parent company of the economic operator, must respect the same rules of eligibility and notably that of nationality, as the economic

operator relying on them and must comply with the selection criteria for which the economic operator relies on them. Furthermore, the tender should include a separate document providing data on this third entity for the relevant selection criterion. Proof of capacity must be provided at the request of the contracting authority.

With regard to technical and professional criteria, a tenderer may only rely on the capacities of other entities where the latter will perform the works for which these capacities are required.

With regard to economic and financial criteria, the entities upon whose capacity the tenderer relies, become jointly and severally liable for the performance of the contract.

1.24. Tenders submitted by companies in partnerships forming a joint venture/consortium must also fulfil the following requirements:

- The tender must include all the information required in 12.1 above for each member of the joint venture/consortium and summary data for execution of works by the tenderer.
- The tender must be signed in a way that legally binds all members. One member must be appointed lead member and that appointment confirmed by submission of powers of attorney signed by legally empowered signatories representing all members. See Form 4.6.5 in Volume 1 and the tender form.
- All members of the joint venture/consortium are bound to remain in the joint venture/consortium for the whole execution period of the contract. See the declaration in the tender form.

TENDER PRICES

1.25. The currency of the tender is **USD**

1.26. The tenderer must provide for unit-price contracts: a bill of quantities and price schedule in **USD**. The tender price must cover all works as described in the tender documents. All sums in the bill of quantities and price schedule, the questionnaire and other documents must also be expressed in this currency, with the exception of originals of bank and annual financial statements.

1.27. Tenderers must quote all components for unit-price contracts: the bill of quantities and price schedule. No payment will be made for items which have not been costed; such items will be deemed to be covered by other items on the for unit-price contracts: bill of quantities and price schedule.

1.28. If a discount is offered by the tenderer, it must be clearly specified in for unit-price contracts: the bill of quantities and price schedule in Volume 4 and indicated in the tender form in Volume 1, Section 1.2. The discount must be quoted for all works.

1.29. If the tenderer offers a discount, the discount must be included on each interim payment certificate and calculated on the same basis as in the tender.

PERIOD OF VALIDITY OF TENDERS

- 1.30. Tenders must remain valid for a period of 90 days after the deadline for submitting tenders indicated in the contract notice, the invitation to tender or as amended in accordance with Clauses 9 and/or 18.
- 1.31. In exceptional circumstances, the contracting authority may, before the validity period expires, request that tenderers extend the validity of tenders for a specific period, which may not exceed 40 days. Such requests and the responses to them must be made in writing. A tenderer may refuse to comply with such a request without forfeiting its tender guarantee. If the tenderer decides to accept the request, it may not amend its tender and it is bound to extend the validity of its tender guarantee for the revised period of validity of the tender. In case the contracting authority is required to obtain the recommendation of the panel referred to in Section 2.6.10.1.1. of the practical guide, the contracting authority may request an extension of the validity of the tenders up to the adoption of that recommendation.
- 1.32. The successful tenderer must maintain its tender for a further 60 days. This period is in addition to the validity period, irrespective of the date of notification.

TENDER GUARANTEE

- 1.33. The tenderer must provide, as a part of its tender, a tender guarantee in the form set out in Volume 1, Section 3 of the tender dossier, or in another form acceptable to the contracting authority that meets the essential requirements set out therein. The tender guarantee must be for an amount of USD 9,500.00 or **500,000.00 ETB**. The original guarantee must be included in the original tender.
- 1.34. It may be provided in the form of a bank guarantee, a banker's draft, a certified cheque, a guarantee provided by an insurance and/or guarantee company or an irrevocable letter of credit made out to the contracting authority.
- 1.35. The tender guarantee must remain valid for 45 days beyond the period of validity of the tender, including any extensions, and be issued to the contracting authority for the requisite amount.
- 1.36. The tender guarantees of unsuccessful tenderers will be returned together with the information letter that the tenderer has been unsuccessful.
- 1.37. The tender guarantee of the successful tenderer must be released when the tenderer has signed the contract and provided the requisite performance guarantee.

VARIANT SOLUTIONS

Variant solutions will not be taken into consideration.

SUBMISSION OF TENDERS

17. SEALING, MARKING AND SUBMITTING TENDERS

- 17.1 The complete tender must be submitted in one original, clearly marked 'original' and 2 copies, clearly marked 'copy'. The softcopy of the technical proposal must also be

submitted via flash disk and included in the envelop of the original technical proposal. In the event of any discrepancy between them, the original will prevail.

- 17.2 The technical and financial offers must be placed together in a sealed envelope. The envelopes should then be placed in another sealed envelope/package, unless their volume requires a separate submission for each lot.
- 17.3 All tenders must be sent to the contracting authority before the deadline set in the contract notice.

Participants may choose to submit their tender :

(a) either by post or by courier service, in which case the evidence shall be constituted by the postmark or the date of the deposit slip². In such case, the tender must be sent to the following address:

Ministry of Trade and Regional Integration
Gurd shola near Century Mall
P.Box 704
Addis Ababa, Ethiopia

For the Attention of Procurement Unit: Ms Roman Getahun, Procurement Team Leader

(b) or by hand-delivery to the premises of the contracting authority by the participant in person or by an agent, in which case the evidence shall be constituted by acknowledgment of receipt. If tenders are hand delivered they should be delivered to the following address:

Ministry of Trade and Regional Integration
Gurd shola near Century Mall
P.Box 704
Addis Ababa, Ethiopia

For the Attention of Procurement Unit: Ms Roman Getahun, Procurement Team Leader

The contracting authority may, for reasons of administrative efficiency, reject any application or tender submitted on time to the postal service but received, for any reason beyond the contracting authority's control, after the effective date of approval of the short-list report or of the evaluation report, if accepting applications or tenders that were submitted on time but arrived late would considerably delay the evaluation procedure or jeopardise decisions already taken and notified.

² It is recommended to use registered mail in case the postmark would not be readable.

17.4 Tenders, including annexes and all supporting documents, must be submitted in a sealed envelope bearing only:

- (a) the above address;
- (b) the reference code of this tender procedure, (i.e., **MOTRI/COMESA-EDF-11/TFP/003/2022**);
- (c) where applicable, the number of the lot(s) tendered for;
- (d) the words ‘Not to be opened before the tender opening session’ in the language of the tender dossier
- (e) the name of the tenderer.

18. EXTENSION OF THE DEADLINE FOR SUBMITTING TENDERS

The contracting authority may, on its own discretion, extend the deadline for submitting tenders by issuing an amendment in accordance with Clause 9. In such cases, all rights and obligations of the contracting authority and the tenderer regarding the original date specified in the contract notice will be subject to the new date.

19. LATE TENDERS

- 19.1 All tenders submitted after the deadline for submission specified in the contract notice or these instructions will be kept by the contracting authority. The guarantees will be returned to the tenderers. See also last paragraph of point 17.3 above.
- 19.2 No liability can be accepted for late delivery of tenders. Late tenders will be rejected and will not be evaluated.

20. ALTERING AND WITHDRAWING TENDERS

- 20.1 Tenderers may alter or withdraw their tenders by written notification prior to the above deadline. No tender may be altered after the deadline for submission. Withdrawals must be unconditional and will end all participation in the tender procedure.
- 20.2 Any notification of alteration or withdrawal must be prepared and submitted in accordance with Clause 17, and the envelope must be marked ‘alteration’ or ‘withdrawal’, as appropriate.
- 20.3 Withdrawal of a tender in the period between the deadline for submission and the date of expiry of the validity of the tender will result in forfeiture of the tender guarantee.

OPENING AND EVALUATING TENDERS

21. OPENING TENDERS

- 21.1 The purpose of opening and examining tenders is to check whether the tenders are complete, whether the requisite tender guarantees have been furnished, whether the required documents are included and whether the tenders are generally in order.

- 21.2 Tenders will be opened in public session on the date and venue specified in the contract notice by the appointed committee. The committee will draw up minutes of the meeting, which must be available to tenderers on request.

In the case that at the date of the opening session some tenders have not been delivered to the contracting authority but their representatives can show evidence that they have been sent on time, the contracting authority will allow them to participate in the first opening session and inform all representatives of the tenderers that a second opening session will be organised.

- 21.3 At the tender opening session, the tenderers' names, the tender prices, any discounts offered, written notifications of alteration and withdrawal, the presence of the tender guarantee (if required) and such other information the contracting authority may consider appropriate may be announced.

- 21.4 After the public opening of the tenders, no information relating to the examination, clarification, evaluation or comparison of tenders or recommendations concerning the award of contract can be disclosed until after the contract has been awarded.

Any attempt by a tenderer to influence the evaluation committee in the process of examination, clarification, evaluation and comparison of tenders, to obtain information on how the procedure is progressing or to influence the contracting authority in its decision concerning the award of the contract will result in the immediate rejection of its tender.

22. EVALUATING TENDERS

The contracting authority reserves the right to ask a tenderer to clarify any part of its tender that the evaluation committee considers necessary to evaluate it. Such requests and the responses to them must be made in writing. They may in no circumstances alter or try to change the price or content of the tender, except to correct arithmetical errors discovered by the evaluation committee when analysing tenders.

The contracting authority reserves the right to check information submitted by the tenderer if the evaluation committee considers it necessary.

22.1 Examination of the administrative compliance of tenders

The aim at this stage is to check that tenders comply with the requirements of the tender dossier. A tender is deemed to comply if it satisfies all the conditions, procedures and specifications in the tender dossier without substantially departing from or attaching restrictions to them.

Substantial departures or restrictions are those which affect the scope, quality or execution of the contract, differ widely from the terms of the tender dossier, limit the rights of the contracting authority or the tenderer's obligations under the contract or distort competition for tenderers whose tenders do comply. Decisions to the effect that a tender is not administratively compliant must be duly justified in the evaluation minutes.

The evaluation committee will check that each tender:

- has been properly signed;

- includes a correct tender guarantee (if required);
- meets the requirements as set out in the administrative compliance grid;
- has complete documentation and information;
- substantially complies with the requirements of these tender documents.

If a tender does not meet the requirements set out in the administrative compliance grid, it may be rejected by the evaluation committee when checking admissibility.

22.2 Technical evaluation

The evaluation committee must evaluate only those tenders considered substantially compliant in accordance with Clause 22.1.

At this step of the evaluation procedure, the committee will analyse the tenders' technical conformity in relation to the technical specifications, classifying them technically compliant or non-compliant.

Subsequently, the committee will evaluate the technically compliant offers in accordance with the technical evaluation grid (setting out the technical criteria, sub criteria and weightings) attached to the tender dossier.

22.3 Financial evaluation

Once the technical evaluation has been completed, the evaluation committee checks that the financial offers contain no arithmetical errors. If the tender procedure contains several lots, financial offers are compared for each lot. The financial evaluation will have to identify the best financial offer for each lot, taking due account of any discounts offered.

When analysing the tender, the evaluation committee will calculate the final tender price after adjusting it on the basis of Clause 23.

23 CORRECTING ERRORS

23.1 Possible errors in the financial offer will be corrected by the evaluation committee as follows:

- where there is a discrepancy between amounts in figures and in words, the amount in words will prevail;
- except for lump-sum contracts, where there is a discrepancy between a unit price and the total amount derived from the multiplication of the unit price and the quantity, the unit price as quoted will prevail.

23.2 The amount stated in the tender will be adjusted by the evaluation committee in the event of error, and the tenderer will be bound by that adjusted amount. If the tenderer does not accept the adjustment, its tender will be rejected and its tender guarantee forfeited.

CONTRACT AWARD

24. AWARD CRITERIA

The most economically advantageous tender is the technically compliant tender with the lowest price.

To encourage the widest participation of natural or legal persons of ACP States in the performance of contracts, special preference measures must be taken in order to permit the optimisation of the physical and human resources of those States. See Section 2.6.9. of the practical guide.

25. NOTIFICATION OF AWARD, CONTRACT CLARIFICATIONS

Prior to the expiry of the validity period of tenders, the contracting authority will notify the successful tenderer, in writing, that its tender has been selected and draw its attention to any arithmetical errors corrected during the evaluation process. This notification may take the form of an invitation to clarify certain contractual questions raised therein, to which the tenderer must be prepared to reply. This clarification will be confined to issues that had no direct bearing on the choice of the successful tender. The outcome of such clarification will be set out in a memorandum of clarification, to be signed by both parties and incorporated into the contract.

Evidence of financial, economic, technical and professional capacity according to the selection criteria specified in subsection 12.2 above will be requested unless satisfactory documents are already included in the tender.

If the successful tenderer fails to provide this documentary proof or statement within 15 calendar days following notification of award or if the successful tenderer is found to have provided false information, the award will be considered null and void. In this case, the contracting authority may award the tender to the next lowest tenderer or cancel the tender procedure.

The contracting authority will inform all tenderers simultaneously and individually of the award decision. The tender guarantee of the unsuccessful tenderers will be released once the contract is signed..

By submitting a tender, each tenderer accepts to receive notification of the outcome of the procedure by electronic means. Such notification shall be deemed to have been received on the date upon which the contracting authority sends it to the electronic address referred to in the offer.

26. CONTRACT SIGNING AND PERFORMANCE GUARANTEE

26.1 Within 30 days of receipt of the contract already signed by the contracting authority, the selected tenderer must sign and date the contract and return it, with the performance guarantee (if applicable) to the contracting authority. On signing the contract, the successful tenderer will become the contractor and the contract will enter into force.

26.2 If it fails to sign and return the contract and any financial guarantee required within 30 days after receipt of notification, the contracting authority may consider the acceptance

of the tender to be cancelled, without prejudice to the contracting authority's right to invoke the guarantee, claim compensation or pursue any other remedy in respect of such failure, and the successful tenderer will have no claim whatsoever on the contracting authority.

- 26.3 The performance guarantee referred to in the general conditions is set at 10%, *in the form of the bank guarantee*, of the amount of the contract and must be presented in the form specified in the annex to the tender dossier, except where it takes the form of a certified cheque or a cash deposit. It will be released in accordance with the special conditions.

27. CANCELLATION OF THE TENDER PROCEDURE

In the event of cancellation of a tender procedure, tenderers will be notified by the contracting authority. If the tender procedure is cancelled before the tender opening session, the sealed envelopes will be returned, unopened, to the tenderers.

Cancellation may occur, for example, where:

- the tender procedure has been unsuccessful, namely where no qualitatively or financially worthwhile tender has been received or there has been no valid response at all;
- the economic or technical parameters of the project have been fundamentally altered;
- exceptional circumstances or force majeure render normal execution of the project impossible;
- all technically compliant tenders exceed the financial resources available;
- there have been irregularities in the procedure, in particular where these have prevented fair competition;
- the award is not in compliance with sound financial management, i.e. does not respect the principles of economy, efficiency and effectiveness (e.g. the price proposed by the tenderer to whom the contract is to be awarded is objectively disproportionate with regard to the price of the market).

In no event will the contracting authority be liable for any damages whatsoever including, without limitation, damages for loss of profits, in any way connected with the cancellation of a tender procedure, even if the contracting authority has been informed of the possibility of damage. Publication of a contract notice does not commit the contracting authority to implement the programme or project announced.

28. ETHICS CLAUSES AND CODE OF CONDUCT

28.1 Absence of conflict of interest

The tenderer must not be affected by any conflict of interest and must have no equivalent relation in that respect with other tenderers or parties involved in the project. Any attempt by a tenderer to obtain confidential information, enter into unlawful agreements with competitors or influence the evaluation committee or the contracting authority during the process of examining, clarifying, evaluating and comparing tenders will lead to the rejection of its tender and may result in administrative penalties according to the Financial Regulation in force.

28.2 Respect for human rights as well as environmental legislation and core labour standards

The tenderer and its staff must comply with human rights and applicable data protection rules. In particular and in accordance with the applicable basic act, tenderers and applicants who have been awarded contracts must comply with the environmental legislation including multilateral environmental agreements, and with the core labour standards as applicable and as defined in the relevant International Labour Organisation conventions (such as the conventions on freedom of association and collective bargaining; elimination of forced and compulsory labour; abolition of child labour).

Zero tolerance for sexual exploitation, abuse and harassment:

The European Commission applies a policy of 'zero tolerance' in relation to all wrongful conduct which has an impact on the professional credibility of the tenderer.

Physical abuse or punishment, or threats of physical abuse, sexual abuse or exploitation, harassment and verbal abuse, as well as other forms of intimidation shall be prohibited.

28.3 Anti-corruption and anti-bribery

The tenderer shall comply with all applicable laws and regulations and codes relating to anti-bribery and anti-corruption. The European Commission reserves the right to suspend or cancel project financing if corrupt practices of any kind are discovered at any stage of the award process or during the execution of a contract and if the contracting authority fails to take all appropriate measures to remedy the situation. For the purposes of this provision, 'corrupt practices' are the offer of a bribe, gift, gratuity or commission to any person as an inducement or reward for performing or refraining from any act relating to the award of a contract or execution of a contract already concluded with the contracting authority.

28.4 Unusual commercial expenses

Tenders will be rejected or contracts terminated if it emerges that the award or execution of a contract has given rise to unusual commercial expenses. Such unusual commercial expenses are commissions not mentioned in the main contract or not stemming from a properly concluded contract referring to the main contract, commissions not paid in return for any actual and legitimate service, commissions remitted to a tax haven, commissions paid to a payee who is not clearly identified or commissions paid to a company which has every appearance of being a front company.

Contractors found to have paid unusual commercial expenses on projects funded by the European Union are liable, depending on the seriousness of the facts observed, to have their contracts terminated or to be permanently excluded from receiving EU funds.

28.5 Breach of obligations, irregularities or fraud

The contracting authority reserves the right to suspend or cancel the procedure, where the award procedure proves to have been subject to breach of obligations, irregularities or fraud. If breach of obligations, irregularities or fraud are discovered after the award of the contract, the contracting authority may refrain from concluding the contract.

29. APPEALS

Tenderers believing that they have been harmed by an error or irregularity during the award process may file a complaint. See Section 2.12. of the practical guide.

30. DATA PROTECTION

Processing of personal data related to this tender procedure by the contracting authority takes place in accordance with the national legislation of the state of the contracting authority and with the provisions of the respective financing agreement.

The tender procedure and the contract relate to an external action funded by the EU, represented by the European Commission. If processing your reply to the invitation to tender involves transfer of personal data (such as names, contact details and CVs) to the European Commission, they will be processed solely for the purposes of the monitoring of the procurement procedure and of the implementation of the contract by the Commission, for the latter to comply with its obligations under the applicable legislative framework and under the financing agreement concluded between the EU and the Partner Country without prejudice to possible transmission to the bodies in charge of monitoring or inspection tasks in application of EU law. For the part of the data transferred by the contracting authority to the European Commission, the controller for the processing of personal data carried out within the Commission is

31. EARLY DETECTION AND EXCLUSION SYSTEM

The tenderers and, if they are legal entities, persons who have powers of representation, decision-making or control over them, are informed that, should they be in one of the situations of early detection or exclusion, their personal details (name, given name if natural person, address, legal form and name and given name of the persons with powers of representation, decision-making or control, if legal person) may be registered in the early detection and exclusion system (EDES) and communicated to the persons and entities concerned in relation to the award or the execution of a procurement contract.

* * *

VOLUME 1

SECTION 2

TENDER FORM

[APPENDIX TO BE USED ONLY BY NEAR ONLY IN FIDIC CONTRACTS]

[APPENDIX TO THE TENDER]

TENDER FORM FOR A WORKS CONTRACT

Publication reference: MOTRI/COMESA-EDF-11/TFP/003/2022

Name of contract: Construction of One Stop Border Post (OSBP) Main Building at Galafi Border post

<Place and date>

Name and address of contracting authority

Ministry of Trade and Regional Integration
Gurd shola near Century Mall
P.Box 704
Addis Ababa, Ethiopia

One signed form must be supplied (for each lot, if the tender procedure is divided into lots), together with the number of copies specified in the instructions to tenderers. The form must include a signed declaration using the annexed format from each legal entity making the application. **All data included in this form must concern only the legal entity or entities making the application.** The attachments to this form (i.e. declarations, statements, proofs) may be in original or copy. If copies are submitted, the originals must be sent to the contracting authority upon request. For economical and ecological reasons, we strongly recommend that you submit your files on paper (no plastic folder or divider). We also suggest you use double-sided printing as much as possible.

Any additional documentation (brochures, letters, etc.) sent with the form will not be taken into consideration. Applications submitted by a **consortium** (i.e. either a permanent, legally-established grouping or a grouping which has been constituted informally for a specific tender procedure) must follow the instructions applicable to the consortium leader and its members.

1 SUBMITTED BY

	Name(s) of tenderer(s)	Nationality ³
Leader ⁴		
Member 2*		
Etc.		

2 CONTACT PERSON (for this tender)

Name	
Address	
Telephone	
Fax	
E-mail	

3 TENDERER'S DECLARATION(S)

As part of their tender, each legal entity identified under point 1 of this form, including every consortium member (all sections), as well as each capacity-providing entity (only sections 1 and 2, as well as sections 7 to 14) and each subcontractor (only sections 1, 2 and 7, as well as sections 9 to 15), must submit a signed declaration using this format, together with the Declaration of honour on exclusion and selection criteria (Annex 1) **(insert Form a.14).**

³ Country in which the legal entity is established.

⁴ Add/delete additional lines for members as appropriate. Note that a subcontractor is not considered to be a member for the purposes of this tender procedure. If this tender is being submitted by an individual tenderer, the name of the tenderer should be entered as 'leader' (and all other lines should be deleted).

In response to your letter of invitation to tender for the above contract,

we, the undersigned, hereby declare that:

1. We have examined and accept in full the content of the dossier for invitation to tender No [.....] of [../../]. We hereby accept its provisions in their entirety, without reservation or restriction.
2. We offer to execute, in accordance with the terms of the tender dossier and the conditions and time limits laid down, without reserve or restriction, the following works:

Lot No 1: *[description of works]* [for subcontractors: *description of the portion covered by the subcontract*]

Lot No 2: *[description of works]* [for subcontractors: *description of the portion covered by the subcontract*]

Etc.

3. The price of our tender *[excluding the discounts described under point 4]* is:

Lot No 1: [.....]

Lot No 2: [.....]

Etc.

4. We will grant a discount of [%], or [.....] *[in the event of our being awarded lot No ...and lot No]*.
5. This tender is valid for a period of 90 days from the final date for submission of tenders.
6. [For contracts worth up to EUR 345 000, and on the basis of objective criteria such as the nature and value of the contract, the contracting authority may decide not to demand such a guarantee: If our tender is accepted, we undertake to provide a performance guarantee, as required by Article 15 of the special conditions.]
7. Our firm/company *[and our subcontractors]* has/have the following nationality:

<.....>

8. We are making this tender [on an individual basis/as member of the consortium led by < name of the leader / ourselves >]. We confirm that we are not tendering for the same contract in any other form. [We confirm, as a member of the consortium, that all members are jointly and severally bound in respect of the obligations under the contract, including any recoverable amount, that the lead member is authorised to bind, and receive instructions for and on behalf of, each member, that the execution of the contract, including payments, is the responsibility of the lead member, and that all members in the joint venture/consortium are bound to remain in the joint venture/consortium for the entire period of the contract's execution].[We confirm, as capacity-providing entity to be jointly and severally bound in respect of the obligations under the contract, including for any recoverable amount.]
9. In the event that our tender is successful, we undertake, if required, to provide the proof usual under the law of the country in which we are effectively established that we do not fall into any of the exclusion situations. The date on the evidence or documents provided will be no earlier than one year before the date of submission of tender and, in addition, we will provide a statement that our situation has not altered in the period which has elapsed since the evidence in question was drawn up. We also understand that if we fail to provide this proof within 15 calendar days after receiving the notification of award, or if the information provided is proved false, the award may be considered null and void.
10. We agree to abide by the ethics clauses in Clause 28 of the instructions to tenderers and, in particular, have no professional conflicting of interests and/or any equivalent relation with other candidates or other parties in the tender procedure or behaviour which may distort competition at the time of the submission of this application according to Section 2.5.4. of the practical guide. We have no interest of any nature whatsoever in any other tender in this procedure.

We confirm that we, including all consortium members, if any, and subcontractors are not in the lists of EU restrictive measures (www.sanctionsmap.eu) and we understand that our tender may be rejected, if proved the contrary.

11. We will inform the contracting authority immediately if there is any change in the above circumstances at any stage during the implementation of the contract. We also fully recognise and accept that any inaccurate or incomplete information deliberately provided in this application may result in our exclusion from this and other contracts funded by the EU/EDF.
12. We note that the contracting authority is not bound to proceed with this invitation to tender and that it reserves the right to award only part of the contract. It will incur no liability towards us should it do so.
13. We fully recognise and accept that if the above-mentioned persons participate in spite of being in any of the situations listed in Section 2.6.10.1.1. of the practical guide or if the declarations or information provided prove to be false, they may be subject to rejection from this procedure and to administrative sanctions in the form of exclusion and financial penalties up to 10 % of the total estimated value of the contract being awarded and that this information may be published on the Commission website in accordance with the Financial Regulation in force.

14. We are aware that, for the purposes of safeguarding the EU's financial interests, our personal data may be transferred to internal audit services, to the early detection and exclusion system, to the European Court of Auditors, to the Financial Irregularities Panel or to the European Anti-Fraud Office.
15. We certify that the goods purchased under the contract, comply with the rules of origin laid down for this tender procedure.

[* Delete as applicable]

Name and first name: [.....]

Duly authorised to sign this tender on behalf of:

[.....]

Place and date: [.....]

Stamp of the firm/company:

This tender includes the following annexes:

[Numbered list of annexes with titles]

**ANNEX 1 – DECLARATION ON HONOUR ON EXCLUSION AND SELECTION
CRITERIA**

Insert Form a.14

VOLUME 1

**SECTION 3
TENDER GUARANTEE FORM**

TENDER GUARANTEE FORM

Works contract

(To be completed on paper bearing the letterhead of the financial institution)

For the attention of

Ministry of Trade and Regional Integration
Gurd shola near Century Mall
P.Box 704
Addis Ababa, Ethiopia

referred to below as the ‘contracting authority’

Title of contract: Construction of One Stop Border Post (OSBP) Main Building at Galafi Border post

Identification number: **MOTRI/COMESA-EDF-11/003/2022**

We, the undersigned, [name and address of financial institution], hereby irrevocably declare that we will guarantee, as primary obligor, and not merely as a surety on behalf of <tenderer’s name and address>, payment to the contracting authority of <amount of the tender guarantee>, this amount representing the guarantee referred to in [if open procedure: Article 11 of the procurement notice.] [if restricted procedure: Article 15 of the instructions to tenderers]

Payment shall be made without objection or legal proceedings of any kind, upon receipt of your first written claim (sent by registered letter with confirmation of receipt) if the tenderer does not fulfil all obligations stated in its tender. We shall not delay the payment, nor shall we oppose it for any reason whatsoever. We shall not under any circumstances benefit from the defences of the security. We shall inform you in writing as soon as payment has been made.

We note that the guarantee will be released at the latest within 45 days of expiry of the tender validity period, including any extensions, in accordance with Article 15 of the instructions to tenderers [and in any case at the latest on (one year after the deadline for submitting tenders)].⁵

The law applicable to this guarantee shall be that of [if the contracting authority is the European Union and the financial institution issuing the guarantee is established outside the EU: Belgium] [(i) if the contracting authority is the European Union and the financial institution issuing the guarantee is established inside the EU; OR (ii) if the contracting authority is an authority in the partner country: < the country in which the financial institution issuing the guarantee is established>]. Any dispute arising out of or in connection with this guarantee shall be referred to the courts of [if the contracting authority is the European Union and the financial institution issuing the guarantee is established outside the EU: Belgium] [(i) if the contracting authority is the European Union and the financial institution issuing the guarantee is established inside the EU; OR (ii) if the contracting authority is an authority in the partner country: <the country in which the financial institution issuing the guarantee is established>]

The guarantee will enter into force and take effect from the submission deadline of the tender.

Done at, .././..

Name and first name: On behalf of:

Signature:

⁵ This mention has to be inserted only where required, for example where the law applicable to the guarantee stipulates a precise expiry date or where the guarantor can justify that he is unable to provide such a guarantee without expiry date.

[stamp of the body providing the guarantee]

**Declaration on honour on
exclusion criteria and selection criteria**

The undersigned [*insert name of the signatory of this form*], representing:

(only for natural persons) himself or herself	(only for legal persons) the following legal person:
ID or passport number: (‘the person’)	Full official name: Official legal form: Statutory registration number: Full official address: VAT registration number: (‘the person’)

The person is not required to submit the declaration on exclusion criteria if the same declaration has already been submitted for the purposes of another award procedure of the same contracting authority, provided the situation has not changed, and that the time that has elapsed since the issuing date of the declaration does not exceed one year.

In this case, the signatory declares that the person has already provided the same declaration on exclusion criteria for a previous procedure and confirms that there has been no change in its situation:

Date of the declaration	Full reference to previous procedure

I – SITUATIONS OF EXCLUSION CONCERNING THE PERSON

(1) declares that the above-mentioned person is in one of the following situations:	YES	NO
(a) it is bankrupt, subject to insolvency or winding-up procedures, its assets are being administered by a liquidator or by a court, it is in an arrangement with creditors, its business activities are suspended or it is in any analogous situation arising from a similar procedure provided for under Union or national legislation or regulations;	<input type="checkbox"/>	<input type="checkbox"/>
(b) it has been established by a final judgement or a final administrative decision that the person is in breach of its obligations relating to the payment of taxes or social security contributions in accordance with the applicable law;	<input type="checkbox"/>	<input type="checkbox"/>

(c) it has been established by a final judgement or a final administrative decision that the person is guilty of grave professional misconduct by having violated applicable laws or regulations or ethical standards of the profession to which the person belongs, or by having engaged in any wrongful conduct which has an impact on its professional credibility where such conduct denotes wrongful intent or gross negligence, including, in particular, any of the following:		
(i) fraudulently or negligently misrepresenting information required for the verification of the absence of grounds for exclusion or the fulfilment of eligibility or selection criteria or in the performance of a contract or an agreement;	<input type="checkbox"/>	<input type="checkbox"/>
(ii) entering into agreement with other persons with the aim of distorting competition;	<input type="checkbox"/>	<input type="checkbox"/>
(iii) violating intellectual property rights;	<input type="checkbox"/>	<input type="checkbox"/>
(iv) attempting to influence the decision-making process of the contracting authority during the award procedure;	<input type="checkbox"/>	<input type="checkbox"/>
(v) attempting to obtain confidential information that may confer upon it undue advantages in the award procedure;	<input type="checkbox"/>	<input type="checkbox"/>
(d) it has been established by a final judgement that the person is guilty of any of the following:		
(i) fraud, within the meaning of Article 3 of Directive (EU) 2017/1371 and Article 1 of the Convention on the protection of the European Communities' financial interests, drawn up by the Council Act of 26 July 1995;	<input type="checkbox"/>	<input type="checkbox"/>
(ii) corruption, as defined in Article 4(2) of Directive (EU) 2017/1371 or active corruption within the meaning of Article 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of Member States of the European Union, drawn up by the Council Act of 26 May 1997, or conduct referred to in Article 2(1) of Council Framework Decision 2003/568/JHA, as well as corruption as defined in other applicable laws;	<input type="checkbox"/>	<input type="checkbox"/>
(iii) conduct related to a criminal organisation, as referred to in Article 2 of Council Framework Decision 2008/841/JHA;	<input type="checkbox"/>	<input type="checkbox"/>
(iv) money laundering or terrorist financing, within the meaning of Article 1(3), (4) and (5) of Directive (EU) 2015/849 of the European Parliament and of the Council;	<input type="checkbox"/>	<input type="checkbox"/>
(v) terrorist offences or offences linked to terrorist activities, as defined in Articles 1 and 3 of Council Framework Decision 2002/475/JHA, respectively, or inciting, aiding, abetting or attempting to commit such offences, as referred to in Article 4 of that Decision;	<input type="checkbox"/>	<input type="checkbox"/>
(vi) child labour or other offences concerning trafficking in human beings as referred to in Article 2 of Directive 2011/36/EU of the European Parliament and of the Council;	<input type="checkbox"/>	<input type="checkbox"/>
(e) it has shown significant deficiencies in complying with the main obligations in the performance of a contract or an agreement financed by the Union's budget,	<input type="checkbox"/>	<input type="checkbox"/>

which has led to its early termination or to the application of liquidated damages or other contractual penalties, or which has been discovered following checks, audits or investigations by a contracting authority, the European Anti-Fraud Office (OLAF) or the Court of Auditors;		
(f) it has been established by a final judgment or final administrative decision that the person has committed an irregularity within the meaning of Article 1(2) of Council Regulation (EC, Euratom) No 2988/95;	<input type="checkbox"/>	<input type="checkbox"/>
(g) it has been established by a final judgment or final administrative decision that the person has created an entity under a different jurisdiction with the intent to circumvent fiscal, social or any other legal obligations in the jurisdiction of its registered office, central administration or principal place of business.	<input type="checkbox"/>	<input type="checkbox"/>
(h) (<i>only for legal persons</i>) it has been established by a final judgment or final administrative decision that the person has been created with the intent provided for in point (g).	<input type="checkbox"/>	<input type="checkbox"/>
(i) for the situations referred to in points (c) to (h) above the person is subject to:		
i. facts established in the context of audits or investigations carried out by the European Public Prosecutor's Office after its establishment, the Court of Auditors, the European Anti-Fraud Office (OLAF) or the internal auditor, or any other check, audit or control performed under the responsibility of an authorising officer of an EU institution, of a European office or of an EU agency or body;	<input type="checkbox"/>	<input type="checkbox"/>
ii. non-final judgments or non-final administrative decisions which may include disciplinary measures taken by the competent supervisory body responsible for the verification of the application of standards of professional ethics;	<input type="checkbox"/>	<input type="checkbox"/>
iii. facts referred to in decisions of entities or persons being entrusted with EU budget implementation tasks;	<input type="checkbox"/>	<input type="checkbox"/>
iv. information transmitted by Member States implementing Union funds;	<input type="checkbox"/>	<input type="checkbox"/>
v. decisions of the Commission relating to the infringement of Union competition law or of a national competent authority relating to the infringement of Union or national competition law; or	<input type="checkbox"/>	<input type="checkbox"/>
vi. decisions of exclusion by an authorising officer of an EU institution, of a European office or of an EU agency or body.	<input type="checkbox"/>	<input type="checkbox"/>

II – SITUATIONS OF EXCLUSION CONCERNING NATURAL OR LEGAL PERSONS WITH POWER OF REPRESENTATION, DECISION-MAKING OR CONTROL OVER THE LEGAL PERSON AND BENEFICIAL OWNERS

Not applicable to natural persons, Member States and local authorities

(2) declares that a natural or legal person who is a member of the administrative, management or supervisory body of the above-mentioned legal person, or who has powers of representation, decision or control with regard to the above-mentioned legal person (this covers e.g. company directors, members of management or supervisory bodies, and	YES	NO	N/A
---	-----	----	-----

cases where one natural or legal person holds a majority of shares), or a beneficial owner of the person (as referred to in point 6 of article 3 of Directive (EU) No 2015/849) is in one of the following situations:			
Situation (c) above (grave professional misconduct)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Situation (d) above (fraud, corruption or other criminal offence)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Situation (e) above (significant deficiencies in performance of a contract)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Situation (f) above (irregularity)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Situation (g) above (creation of an entity with the intent to circumvent legal obligations)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Situation (h) above (person created with the intent to circumvent legal obligations)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Situation (i) above	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

III – SITUATIONS OF EXCLUSION CONCERNING NATURAL OR LEGAL PERSONS ASSUMING UNLIMITED LIABILITY FOR THE DEBTS OF THE LEGAL PERSON

(3) declares that a natural or legal person that assumes unlimited liability for the debts of the above-mentioned legal person is in one of the following situations [<i><u>If yes, please indicate in annex to this declaration which situation and the name(s) of the concerned person(s) with a brief explanation</u></i>]:	YES	NO	N/A
Situation (a) above (bankruptcy)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Situation (b) above (breach in payment of taxes or social security contributions)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

IV – GROUNDS FOR REJECTION FROM THIS PROCEDURE

(4) declares that the above-mentioned person:	YES	NO
Was previously involved in the preparation of the procurement documents used in this award procedure, where this entailed a breach of the principle of equality of treatment including distortion of competition that cannot be remedied otherwise.	<input type="checkbox"/>	<input type="checkbox"/>

V – REMEDIAL MEASURES

If the person declares one of the situations of exclusion listed above, it must indicate measures it has taken to remedy the exclusion situation, thus demonstrating its reliability. This may include e.g. technical, organisational and personnel measures to prevent further occurrence,

compensation of damage or payment of fines or of any taxes or social security contributions. The relevant documentary evidence which illustrates the remedial measures taken must be provided in annex to this declaration. This does not apply for situations referred in point (d) of this declaration.

VI – EVIDENCE UPON REQUEST

Upon request and within the time limit set by the contracting authority the person must provide information on natural or legal persons that are members of the administrative, management or supervisory body or that have powers of representation, decision or control, including legal and natural persons within the ownership and control structure and beneficial owners.

It must also provide the following evidence concerning the person itself and the natural or legal persons on whose capacity the person intends to rely, or a subcontractor and concerning the natural or legal persons which assume unlimited liability for the debts of the person:

For situations described in (a), (c), (d), (f), (g) and (h), production of a recent extract from the judicial record is required or, failing that, an equivalent document recently issued by a judicial or administrative authority in the country of establishment of the person showing that those requirements are satisfied.

For the situation described in point (b), production of recent certificates issued by the competent authorities of the State concerned are required. These documents must provide evidence covering all taxes and social security contributions for which the person is liable, including for example, VAT, income tax (natural persons only), company tax (legal persons only) and social security contributions. Where any document described above is not issued in the country concerned, it may be replaced by a sworn statement made before a judicial authority or notary or, failing that, a solemn statement made before an administrative authority or a qualified professional body in its country of establishment.

The person is not required to submit the evidence if it has already been submitted for another award procedure of the same contracting authority. The documents must have been issued no more than one year before the date of their request by the contracting authority and must still be valid at that date.

The signatory declares that the person has already provided the documentary evidence for a previous procedure and confirms that there has been no change in its situation:

Document	Full reference to previous procedure
<i>Insert as many lines as necessary.</i>	

VII – SELECTION CRITERIA

(1) declares that the above-mentioned person complies with the selection criteria applicable to it individually as provided in the tender documents:	YES	NO	N/A
(a) It has the legal and regulatory capacity to pursue the professional activity needed for performing the contract as required in section <i>[insert]</i> of the contract notice/Instructions to tenderers;	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

(b) It fulfills the applicable economic and financial criteria indicated in section [insert] of the contract notice/Instructions to tenderers;	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(c) It fulfills the applicable technical and professional criteria indicated in section [insert] of the contract notice/Instructions to tenderers.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Please adapt the table above to the criteria indicated in the tender documents (i.e. insert extra rows for each criterion or delete irrelevant rows).

(2) if the above-mentioned person is the sole tenderer or the leader in case of consortium , declares that:	YES	NO	N/A
(d) the tenderer, including all members of the group in case of consortium and including subcontractors if applicable, complies with all the selection criteria for which a consolidated assessment will be made as provided in the tender documents.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

VIII – EVIDENCE FOR SELECTION

The signatory declares that the above-mentioned person is able to provide the necessary supporting documents listed in the relevant sections of the tender documents and which are not available electronically upon request and without delay.

The person is not required to submit the evidence if it has already been submitted for another procurement procedure of the same contracting authority. The documents must have been issued no more than one year before the date of their request by the contracting authority and must still be valid at that date.

The signatory declares that the person has already provided the documentary evidence for a previous procedure and confirms that there has been no change in its situation:

Document	Full reference to previous procedure
<i>Insert as many lines as necessary.</i>	

The above-mentioned person must immediately inform the contracting authority of any changes in the situations as declared.

The above-mentioned person may be subject to rejection from this procedure and to administrative sanctions (exclusion or financial penalty) if any of the declarations or information provided as a condition for participating in this procedure prove to be false.

Full name

Date

Signature

VOLUME 1

SECTION 4

QUESTIONNAIRE

**VOLUME 1
SECTION 4
QUESTIONNAIRE
CONTENTS**

Additional notice to tenderers

Form 4.1 General information about the tenderer

Form 4.2 Organisation chart

Form 4.3 Power of attorney

Form 4.4 Financial statement

**Form 4.5 a) Financial identification form
 b) Legal entity files**

Form 4.6 Technical qualifications

4.6.1 Staff

4.6.2 Plant

4.6.3 Work plan and programme

4.6.4 Experience as contractor

4.6.5 Information on joint ventures

4.6.6 Litigation history

4.6.7 Quality assurance system(s)

4.6.8 Accommodation for the supervisor

4.6.9 Further information

These documents may be adapted as required by the project.

VOLUME 1
SECTION 4

ADDITIONAL NOTICE TO TENDERERS

1. Tenderers must answer all questions contained in the forms.
2. Additional sheets may be attached as necessary.
3. If a question does not apply to the tenderer, 'not applicable' should be entered alongside with a brief explanation.
4. Every page of each form must be numbered consecutively in the bottom right-hand corner.
5. Financial data and declarations submitted by the tenderer must be given in euro or national currency. Original bank statements may be also attached for reference.
6. If the requested supporting documents/certificates are not written in one of the official languages of the European Union, a translation into the language of the call for tender must be attached. If the documents are in an official language of the European Union, other than the procedural language, it is however strongly recommended to provide a translation into the language of the call for tenders in order to facilitate the evaluation of the documents.
7. Each member of a joint venture/consortium must fill in and submit separately the following forms: 4.1, 4.2, 4.3, 4.4, 4.5b, 4.6.1.1, 4.6.4, 4.6.6. All other forms must be filled in and submitted jointly.
8. Firms applying as a joint venture/consortium must also complete Form 4.6.5 concerning joint ventures/consortia.
9. The person signing this questionnaire guarantees the truthfulness and accuracy of all the statements made.

The accuracy of the answers to the questionnaire, their completeness and the attached documentation will be taken into account in the tender evaluation. Please be aware that a lack of data may result in their non-compliance in the related item

VOLUME 1

SECTION 4

FORM 4.1

GENERAL INFORMATION ABOUT THE TENDERER

- 4.1.1. Name of company
.....
- 4.1.2. Registered address
.....
.....Telephone
.....Fax.....E-
mail.....
- 4.1.3. Names and nationalities of principals / directors and associates
.....
.....
.....
- 4.1.4. Type of company (natural person, partnership, corporation, etc.)
.....
- 4.1.5. Description of company (e.g. general civil engineering contractor)
- 4.1.6. Company's nationality
- 4.1.7. Number of years' experience as contractor
- in own country.....
- internationally.....
- 4.1.8. Registration details
.....
.....
Please attach copy of the registration certificate
- 4.1.9. Equity in the company
Shares (%)
- 4.1.10. Name(s) and address(es) of companies involved in the project and whether
parent/subsidiary/subcontractor/other:.....
.....
- 4.1.11. If the company is a subsidiary, what involvement, if any, will the parent company have
in the project?
.....
- 4.1.12. Foreign companies must state whether they are established in the state of the
contracting authority in accordance with applicable regulations (for information only)
- Signature:

(a person or persons authorised to sign on behalf of the tenderer)

Date:.....

VOLUME 1

SECTION 4

FORM 4.2

ORGANISATION CHART

Please give details here below of the organisation chart of your company, showing the position of directors, key staff and functions.

Signature.....

(a person or persons authorised to sign on behalf of the tenderer)

Date.....

VOLUME 1

SECTION 4

FORM 4.3

POWER OF ATTORNEY

Please attach here the power of attorney empowering the signatory of the tender and all related documentation.

Signature:

(a person or persons authorised to sign on behalf of the tenderer)

Date:

VOLUME 1

SECTION 4

FORM 4.4

FINANCIAL STATEMENT

Please provide all of the information required in Euro or national currency (NC) equivalent.

4.4.1 Basic capital

Amount..... Euro or NC

..

Currency..... Euro or NC

..

Authorised..... Euro or NC

..

Issued..... Euro or NC

..

4.4.2 [Annual value of construction work undertaken] [Annual turnover] for each of the last three years, and projected for the next two years.

Euro or NC	Year-3	Year-2	Last year	Current year	Year+1	Year+2
At home						
Abroad						
Total						

4.4.3 Approximate value of works in hand (at home and abroad)

..... (euro or national currency)

4.4.4⁶ Please attach copies of the company's certified statements of account for the previous three years (with translations into the procedural language, if necessary) from which the following basic data will be abstracted. Please provide estimates of the same information for the next two years.

⁶ Please see point 4 in the instructions to tenderers if documentary evidence/proof is needed.

VOLUME 1

SECTION 4

FORMS 4.6.1 TO 9
TECHNICAL QUALIFICATIONS

VOLUME 1

SECTION 4

FORM 4.6.1.1 OVERVIEW OF THE TENDERER'S STAFF

i - Overview	
a - Directors and management	.....
b - Administrative staff	.....
c - Technical staff	
- Engineers	.....
- Surveyors	
- Foremen	.....
- Mechanics	
- Technicians	.....
- Machine operators	
- Drivers	.....
- Other skilled staff	
- Labourers and unskilled staff	.....
<hr/>	
Total	=====
ii - Site operatives to be employed on the contract (if relevant)	
a - Site management	.....
b - Administrative staff	.....
c - Technical staff	
- Engineers	.....
- Surveyors	
- Foremen	.....
- Mechanics	
- Technicians	.....
- Machine operators	
- Drivers	.....
- Other skilled staff	
- Labourers and unskilled staff	.....
<hr/>	

Total

=====

Signature
(*person(s) authorised to sign on behalf of the tenderer*)

Date

VOLUME 1

SECTION 4

FORM 4.6.1.2

STAFF TO BE EMPLOYED ON THE CONTRACT

Position/Name	Nationality		Education	Years of experience (with the company/in construction)	Major works for which responsible (project/value)	Employed by (in case of a joint tender, indicate the name of the consortium member employing the staff)
Quality control				/		
Others responsible for				/		

Others responsible for				/		
--	--	--	--	---	--	--

Signature

(person(s) authorised to sign on behalf of the tenderer)

Date.....

VOLUME 1

SECTION 4

FORM 4.6.1.3

PROFESSIONAL EXPERIENCE OF KEY STAFF

CURRICULUM VITAE

(maximum 3 pages + 3 pages of annexes)

Proposed position in the contract:

1. Surname:
2. Name:
3. Date and place of birth:
4. Nationality:
5. Civil status:
Address (phone/fax/e-mail):
6. Education:

Institutions:	
Date: From (month/year) To (month/year)	
Degree or qualification:	

7. Language skills

Indicate on a scale of A1 to C2 (from A1 (beginner) to C2 (proficient))⁷:

⁷ Levels are based on the Common European Framework of Reference for Languages. See: <https://www.coe.int/en/web/common-european-framework-reference-languages/table-1-cefr-3.3-common->

Language	Level	Passive	Spoken	Written
	Mother tongue			

8. Membership of professional bodies:
9. Other skills (e.g. computer literacy):
10. Current position:
11. Years of professional experience:
12. Key qualifications:
13. Specific experience in developing countries:

Country	Date: from (month/year) to (month/year)	Name and brief description of the project

[reference-levels-global-scale](#). The linguistic competencies are to be demonstrated by certificate or by past relevant experience.

14. Professional experience:

Date: from (month/year) to (month/year)	
Place	
Company/organisation	
Position	
Job description	

15. Others:

15a. Publications and seminars:

15b. References:

Signature

(person(s) authorised to sign on behalf of the tenderer)

Date.....

VOLUME 1

SECTION 4

FORM 4.6.2

PLANT

Plant proposed and available for implementation of the contract⁸

	DESCRIPTION (type/make/model)	Power/ capacity	No of units	Age (years)	Owned (O) or hired (H)/ and percentage of ownership	Origin (country)	Current approximate value in euro or national currency	Proposed by (in case of a joint tender, indicate the name of the consortium member proposing the plant)
	CONSTRUCTION PLANT							
					/			
					/			
					/			
					/			
					/			
					/			

⁸ Not all the plant owned by the company.

					/			
					/			
					/			
					/			
					/			
					/			
					/			
					/			
					/			
					/			

	DESCRIPTION (type/make/model)	Power/ capacity	No of units	Age (years)	Owned (O) or hired (H)/ and percentage of ownership	Origin (country)	Current approximate value in euro or national currency
	VEHICLES AND TRUCKS						
					/		
					/		
					/		
					/		
					/		
	OTHER PLANT				/		
					/		
					/		
					/		
					/		
					/		
					/		
					/		
					/		
					/		

					/		
					/		
					/		
					/		
					/		

Signature

(person(s) authorised to sign on behalf of the tenderer)

Date.....

VOLUME 1

SECTION 4

FORM 4.6.3

WORK PLAN AND PROGRAMME

- 4.6.3.1 State the proposed location of your main office on the site, stations (steel/concrete/asphalt structures), warehouses, laboratories, accommodation, etc. (sketches to be attached as required).
- 4.6.3.2 Give a brief outline of your programme for completing the works in accordance with the required method of construction and stated time of completion.
- 4.6.3.3 Attach a critical milestone bar chart (schedule of execution) representing the construction programme and detailing relevant activities, dates, allocation of labour and plant resources, etc.
- 4.6.3.4 If the tenderer plans to subcontract part of the works, he must provide the following details:

Work intended to be subcontracted	Name and details of subcontractors	Value of subcontracting as percentage of the total cost of the project	Experience in similar work (details to be specified)

Signature

(person(s) authorised to sign on behalf of the tenderer)

Date

VOLUME 1

SECTION 4

FORM 4.6.4

EXPERIENCE AS CONTRACTOR

4.6.4.1 List of contracts of similar nature and scale performed during the past **<insert number>** years

Name of project/type of works	Total value of works the contractor was responsible for ²	Period of contract	Start date	Percentage of works completed	Contracting authority and place	Prime contractor (P) or subcontractor (S)	Final acceptance issued? - Yes - Not yet (current contracts) - No
A) In home country							

Name of project/type of works	Total value of works the contractor responsible for ⁹	Period of contract	Start date	Percentage of works completed	Contracting authority and place	Prime contractor (P) or subcontractor (S)	Final acceptance issued? - Yes - Not yet (current contracts) - No
B) Abroad							

4.6.4.2¹⁰ Please attach here available references and certificates from the relevant contracting authoritiesSignature

.....
(person(s) authorised to sign on behalf of the tenderer)

Date

⁹ Amounts actually paid, without the effect of inflation.

¹⁰ Please see point 4 in Instructions to Tenders if documentary evidence/proof is needed.

VOLUME 1

SECTION 4

FORM 4.6.5

DATA ON JOINT VENTURES

- 4.6.5.1** Name
- 4.6.5.2** Managing board's address
.....
Telex
TelephoneFax.....E-mail.....
- 4.6.5.3** Agency in the state of the contracting authority, if any (for joint ventures/consortia with a foreign lead member)
Office address
.....
Telex
TelephoneFax.....
- 4.6.5.4** Names of members
i)
ii)
iii)
Etc.
- 4.6.5.5** Name of lead member
.....
.....
- 4.6.5.6** Agreement governing the formation of the joint venture/consortium
i) Date of signature:
ii) Place:
iii) Enclosure — joint venture/consortium agreement

4.6.5.7 Proposed division of responsibilities between members (in %) with an indication of the type of work to be performed by each

.....
.....
.....
.....
.....

Signature:
(*person(s) authorised to sign on behalf of the tenderer*)

Date:

VOLUME 1

SECTION 4

FORM 4.6.6

LITIGATION HISTORY

Please provide information on any history of litigation or arbitration resulting from contracts executed, whether as main contractor or as consortium-member, during the last **<insert number>** years or currently under execution.

A separate sheet should be used for each partner of a joint venture/consortium.

Ye ar	Ruling FOR or AGAINST tenderer	Name of client, cause of litigation, and matter in dispute	Disputed amount (current value in euro or NC)

Signature
(*person(s) authorised to sign on behalf of the tenderer*)

Date

VOLUME 1

SECTION 4

FORM 4.6.7

QUALITY ASSURANCE SYSTEM(S)

Please provide details of the quality assurance system(s) you propose using to ensure successful completion of the works.

Signature

(person(s) authorised to sign on behalf of the tenderer)

Date

VOLUME 1

SECTION 4

FORM 4.6.8

ACCOMMODATION FOR THE SUPERVISOR

Please attach sketches and data detailing the accommodation and facilities intended to be provided by the tenderer under the relevant items in the bill of quantities/breakdown of the overall price.

Signature

(person(s) authorised to sign on behalf of the tenderer)

Date

VOLUME 1

SECTION 4

FORM 4.6.9

FURTHER INFORMATION

Tenderers may add here any further information that they deem useful for the evaluation of their tenders.

Signature
(*person(s) authorised to sign on behalf of the tenderer*)

Date

VOLUME 1

SECTION 5

EVALUATION GRID

EVALUATION GRID

(To be customised according to the project. The criteria indicated are to be used by the evaluation committee.)

This grid must be completed by each evaluator.

Contract title:	CONSTRUCTION OF ONE STOP BORDER POST (OSBP) MAIN BUILDING AT GALAFI BORDER POST	Publication reference:	MOTRI/COMESA-EDF-11/TFP/003/2022
------------------------	---	-------------------------------	----------------------------------

Tender envelope no.	Tenderer's name	Rules of origin respected? (Yes/No)	Economic and financial capacity? (OK/a/b/...)	Professional capacity? (OK/a/b/...)	Technical capacity? (OK/a/b/...)	Compliance with technical specifications? (OK/a/b/...)	Ancillary services as required? (OK/a/b/...)	Nationalities of subcontractors eligible? (Yes/No)	Other technical requirements in tender dossier? (Yes/No/Not applicable)	Technical compliance? (Yes/No)	Observations

Tender envelope no.	Tenderer's name	Rules of origin respected? (Yes/No)	Economic and financial capacity? (OK/a/b/...)	Professional capacity? (OK/a/b/...)	Technical capacity? (OK/a/b/...)	Compliance with technical specifications? (OK/a/b/...)	Ancillary services as required? (OK/a/b/...)	Nationalities of subcontractors eligible? (Yes/No)	Other technical requirements in tender dossier? (Yes/No/Not applicable)	Technical compliance? (Yes/No)	Observations

Evaluator's name	
Evaluator's signature	
Date	

[Only very exceptionally, subject to derogation¹¹, the works offers which comply with the minimum quality levels, should be technically scored.

If so, add a technical evaluation grid¹² (setting out the technical criteria, subcriteria and weightings):

	Maximum
Criteria	
...	
...	
...	
Overall total score	100

¹¹ Please note that such derogation is not required for ‘Design-Build’ (‘DB’) tender dossiers (see Article 18 of the DB contract notice, Article 24 of the DB instructions to tenderers, and footnote 3 in Section 5.3.3 ‘Selection and award criteria’ of the PRAG.

¹² For ‘Design-Build’ (‘DB’) tender dossiers where the award criterion is ‘lowest aggregate of costs’ (see option 3 of Article 18 of the DB contract notice and of Article 24 of the DB instructions to tenderers), the criteria on the basis of which the aggregation of capital expenditure (‘CAPEX’) and operational expenditure (‘OPEX’) costs will be calculated, must be specified in the ‘Criteria’ column and the ‘Maximum’ column can be deleted as ponderation is replaced with aggregation.

Strengths	
Weaknesses	

Evaluator's name	
Evaluator's signature	
Date	

Contract title :	CONSTRUCTION OF ONE STOP BORDER POST (OSBP) MAIN BUILDING AT GALAFI BORDER POST	Publication reference :	MOTRI/COMESA-EDF-11/TFP/003/2022
-------------------------	---	--------------------------------	----------------------------------

Tender envelope number	Tenderer name	form duly completed?	Others (Site certificate)	Declaration (signed by each consortium member, if applicable)	Language as required?	Sub-contracting statement acceptable? (Yes/No/ Not Applicable)	Nationality of sub-contractors eligible? (Yes/No)	Overall decision? (Accept / Reject)
1								
2								
3								
4								
5								
6								
7								
8								

Chairperson's name	
Chairperson's signature	
Date	

VOLUME 2
SECTION 1
CONTRACT FORM
WORKS CONTRACT FOR EUROPEAN UNION EXTERNAL ACTIONS
FINANCED FROM THE EDF

Between
Ministry of Trade and Regional Integration
Gurd shola near Century Mall
P.Box 704
Addis Ababa, Ethiopia
("The contracting authority"), of the one part,
and

<Full official name of contractor>
[<Legal status/title>]¹³
[<Official registration number>]¹⁴
<Full official address>
[<VAT number>]¹⁵,

("the contractor") of the other part,

have agreed as follows:

PROJECT COMESA TRADE FACILITATION PROGRAMME
CONTRACT TITLE CONSTRUCTION OF ONE STOP BORDER POST (OSBP)
MAIN BUILDING AT GALAFI BORDER POST

¹³ Where the contracting party is an individual.

¹⁴ Where applicable.

¹⁵ Except where the contracting party is not VAT registered.

Identification number: MOTRI/COMESA-EDF-11/TFP/003/2022

Whereas the contracting authority would like the contractor to carry out the following works:

Construction of One Stop Border Post (OSBP) Main Building at Galafi Border Post and has accepted a tender by the contractor for the execution and completion of such works and the remedying of any defects therein.

It is hereby agreed as follows:

- (1) In this contract, words and expressions shall have the meanings assigned to them in the contractual conditions set out below.
- (2) The following documents shall be deemed to form and be read and construed as part of this contract, in the following order of precedence:
 - (a) the contract,
 - (b) the special conditions,
 - (c) the general conditions,
 - (d) the bill of quantities (after arithmetical corrections) and detailed breakdown of prices
 - (e) the technical and/or performance specifications,
 - (f) the design documentation (drawings),
 - (g) any other documents forming part of the contract.

The various documents making up the contract shall be deemed to be mutually explanatory; in cases of ambiguity or divergence, they shall prevail in the order in which they appear above. Addenda shall have the order of precedence of the document they are amending.

- (3) In consideration of the payments to be made by the contracting authority to the contractor as hereinafter mentioned, the contractor undertakes to execute and complete the works and remedy defects therein in full compliance with the provisions of the contract.
- (4) The contracting authority hereby agrees to pay the contractor in consideration of the execution and completion of the works and remedying of defects therein the amount of:

- **Contract price (excluding VAT/other taxes) Birr** <amount>

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. VAT will be paid in compliance with the binding regulations, national law and international agreements concerning the execution of the project. VAT and other taxes shall not be paid on the funds originating from EU funds.

- [(5) Other specific conditions applying to the contract

For the purpose of Article 72 of the general conditions, for the part of the data transferred by the contracting authority to the European Commission:

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(a) the controller for the processing of personal data carried out within the Commission is the head of legal affairs unit of DG International Cooperation and Development.

In witness whereof the parties hereto have signed the contract. This contract shall take effect on the date on which it is signed by the last party, namely the contractor.

Done in English in five originals, three originals for the contracting authority, one original for COMESA and one original for the contractor.

For the contractor

Name:

Title:

Signature:
e:

Date:

For the contracting authority

Name:

Title:

Signature:
e:

Date:

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VOLUME 2

SECTION 2:

GENERAL CONDITIONS FOR WORKS CONTRACTS

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VOLUME 2

SECTION 3

SPECIAL CONDITIONS

CONTENTS

These conditions amplify and supplement the general conditions governing the contract. Unless the special conditions provide otherwise, the general conditions remain fully applicable. The numbering of the articles of the special conditions is not consecutive but follows the numbering of the general conditions. Other special conditions should be indicated afterwards.

Article 2 Language of the contract

- 2.1 The language used shall be English.

Article 4 Communication

- 4.1 The address for notices and written communication between the contracting Authority, Supervisor, Supervisor's representative and Contractor are as follow:

(a) In the case of the contracting Authority

Ministry of Trade and Regional Integration
Gurd shola near Century Mall
P.Box 704
Addis Ababa, Ethiopia

(b) In the case of the Supervisor

(TBA)

- 4.2 An electronic system will be used by the contracting authority and the contractor for all stages of implementation including, inter alia, management of the contract (amendments and administrative orders), reporting (including reporting on results) and payments. The contractor will be required to register in and use the appropriate electronic exchange system to allow for the e-management of the contract.

The electronic management of the contract through the aforementioned system may commence on the date on which implementation of the contract starts, as described in Article 33 of the general conditions to the contract, or at a later date.

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In the latter case, the contracting authority will inform the contractor in writing that he will be required to use the electronic system for all communications within a maximum period of 3 months.

Article 5 Supervisor and supervisor's representative

- 5.2 The resources to be made available to the project Supervisor and its representative are included in the works contract and described in Volume 3 (specifications) and Volume 4 (BoQ) of the works tender dossier:
- 5.3 The powers of the project Supervisor are as provided in this contract. The responsibilities and limits of authority of the Supervisor's Representative are defined in his Contract. This document and other additional information will be made available to the Contractor upon the signing of the Contract.
- 5.4 Instructions given by the Supervisor shall be in writing by way of administrative orders, provided that if, for any reason, the Supervisor considers it necessary to give any such instructions orally the Contractor shall comply with such instruction. If the Supervisor receives a written confirmation of the instruction from the Contractor, within two working days after giving the instruction, and does not reply by issuing a written rejection and/or instruction within two working days after receiving the confirmation then the confirmation shall constitute the written instruction of the Supervisor. The provisions of this paragraph shall equally apply to instructions given by the Supervisor's representative.

Administrative Orders shall be hand delivered in four (4) originals to the Contractor by the Supervisor at the Contractor's main site office, to a person working full-time in the office and to be designated by the Contractor. The Contractor's staff in charge of receiving the Administrative Order shall stamp, date and sign a duplicate of the order presented by the Supervisor. Such stamped, dated and signed document shall be proof of receipt of the Administrative Order by the Contractor. On the four (4) original documents, one will remain with the Contractor, three with the Supervisor who will have to send formally one to the Contracting Authority and one to the EU Delegation to Uganda. A copy will be sent to the Supervisor's representative by the Supervisor.

Article 7 Subcontracting

- 7.3 In the selection of subcontractors, the contractor shall give preference to natural persons, companies or firms of ACP States capable of implementing the tasks required on similar terms.

Article 8 Documents to be provided

- 8.1 The Supervisor shall by no later than the date fixed for commencing performance to the Contractor, free of charge two paper copies of the remaining contract approved detailed design, including the relevant Annexes and Appendixes along

with all drawings, the Environmental and Social Impact Assessment with the and Social Management Plan.

The Contractor shall be responsible for preparing his own construction drawings as per Article 19 of the General and Special Conditions of this contract.

The Project Supervisor shall give the Contractor a copy of the guidelines and regulatory and legal texts governing the environment in the Federal Republic of Ethiopia.

Article 9 Access to the site

- 9.1 The contractor is obliged to give COMESA Secretariat free access to its sites, factories, workshops, etc., and generally assist the head of delegation, like the project Supervisor, in the performance of his duties. The same provisions also apply to the appointed representatives of the head of delegation.

All correspondence between the contractor and the contracting authority or project supervisor must be copied, for information, to the COMESA Secretariat at the following official address:

COMESA Secretariat
COMESA Center, Benbella Road
P.O Box 30051
Lusaka Zambia
Email: mmwiinga@comesa.int; asalih@comesa.int

Article 12 General obligations

- 12.9 A Communication and Visibility Plan based on the Communication and Visibility Manual for EU External Actions published by the European Commission shall be prepared by the Contractor and submitted for the approval of the Contracting Authority within 2 (two) months from the commencement date. The manual shall include visibility interests of COMESA and the Government of Ethiopia.

Article 15 Performance guarantee

- 15.1 The amount of the performance bank guarantee will be 10% of the amount of the contract and any addenda thereto.
- 15.8 Within 60 days after the deliverance of the certificate of provisional acceptance according to Article 60.1 and the completion of any outstanding work or reservation, 100% of the amount of the performance guarantee may be released.

Article 16 Liabilities and insurance

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- 16.1 a) By way of derogation from Article 16.1, a) paragraph 2, of the general conditions, compensation for damage to the works resulting from the contractor's liability in respect of the contracting authority is capped at an amount equal to contract value.
- 16.1 b) By way of derogation from Article 16.1(b), paragraph 2, of the general conditions, compensation for damage resulting from the contractor's liability in respect of the contracting authority is capped at an amount equal to the contract value.
- 16.2 a) By derogation from Article 16.2(a) first paragraph of the general conditions, at the return of the countersigned contract and beginning of implementation of tasks, the contractor shall ensure that itself, its staff, its subcontractors and any person for which the contractor is answerable, are adequately insured with insurance companies recognized on the international insurance market, unless the contracting authority has given its express written consent on a specific insurance company.
- 16.2 a) By derogation from Article 16.2(a) paragraph 2 of the general conditions it is at the return of the countersigned contract and beginning of implementation of tasks that the contractor shall provide the contracting authority and the supervisor with all cover notes and/or insurance certificates showing that the contractor's obligations relating to insurance are fully respected.

Article 17 Programme of implementation of tasks

- 17.1. Notwithstanding any work programme submitted as part of its tender, the contractor shall provide the supervisor with a programme of implementation of tasks, broken down by activity and by month within 30 days of the signature of the contract. This program includes at least the following information;

- a) the order and time limits within which the contractor proposes to carry out works,
- b) the time limits within which submission and approval of the drawings are required,
- c) an organisation chart containing the names, qualification and CV of the staff responsible for the site,
- d) a general description of the method including the sequence, by month and by nature, which the contractor proposes to carry out the works;
- e) a plan for the setting out and organisation of the site, and
- f) Such further details and information as the supervisor may reasonably require.

17.2. The supervisor shall return these documents to the contractor with its approval or any relevant remarks within ten days of receipt, save where the supervisor, within those ten days notifies the contractor of its wish for a meeting in order to discuss the documents submitted.

7.3. If the supervisor fails to notify its decision or remarks or wish for a meeting within these 10 days, the programme submitted is deemed approved.

17.4. The approval of the programme by the supervisor shall not relieve the contractor from any of its obligations under the contract.

17.5. No material alteration to the programme shall be made without the approval of the supervisor. If, however, the progress of the works does not conform to the programme, the supervisor may instruct the contractor to submit a revised programme in accordance with the procedure laid down in Article 17.

Article 19 Contractor's drawings and execution studies

The Contractor shall prepare and submit to the Supervisor for approval in triplicate all the drawings, calculations, technical notes, and any other subjects he is to provide for the Supervisor's approval at least one month before commencing construction of the works in question.

During the execution of the contract, the Contractor shall draw up and submit for the approval of the project supervisor's representative the following documents:

(a) one month before setting up site, excavate site and storage areas:

- The location of the parcels to be used,
- A list of agreements with the owners and current users of the site and the proof that these users have been able to find similar site to continue their activities,
- A detailed description of the site,

- A general map showing the area of the site, the planned layout and a description of the developments planned,
- An environmental protection plan for the site earmarked for the construction camp before its building commences. This plan will include all appropriate measures for the elimination of wastewater and solid waste in order to prevent all pollution and danger to human and animal health.
- The Contractor will take all reasonable precautions to prevent leaks and accidental spillage of products likely to cause water or soil pollution. He will specify the measures he plans to take in the environmental protection plan for the site.

(b) Every two months:

- ❖ according to the progress of the works, a plan for the replanting of cuts and fills,
- ❖ for the site, a plan to redevelop the site if that redevelopment differs from that in the overall plan;

(c) Monthly:

- ❖ an update on the level of site safety and the measures taken to maintain a high level of safety;

(d) On completion of the works:

- ❖ The route scheme completed by the works undertaken and an indication of the environmental improvements carried out.

The Contractor must insert in the documents, rules and proposals submitted to the project supervisor's representative the corrections or notes arising from the latter's observations concerning them within 15 (fifteen) days of being notified of these observations. The documents shall be resubmitted for the approval of the project supervisor's representative under the same procedure.

The endorsement of the project supervisor's representative shall in no way diminish the Contractor's liability.

Article 20 Sufficiency of tender prices

The bidder shall fill in rates and prices for all items of the Works described in the Bills of Quantities.

The rates and prices quoted by the bidder shall be fixed for the duration of the Contract and shall not be subject to adjustment on any account.

The contractor shall be deemed to have done a detailed inspection of the Site prior to submission of the tender and to have identified all risks, contingencies and all other circumstances influencing or affecting its tender.

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Article 21 Exceptional risks

Weather leading to exceptionally adverse effect on the performance of the contract will be that poor state of weather occurring over a calendar month or more and on average less frequent than once in ten years. The contractor shall prove to the contracting authority that such adverse weather occurred and that it was the cause of the adverse effect which could not be lessened by the mitigation preparedness.

Article 24 Interference with traffic

24.1 The Contractor must maintain the flow of traffic and residents' access at all times during the works.

24.2 The Contractor must enforce a speed limit for all his vehicles using public roads. This must be set at a maximum of 80 km/h in the open countryside and a maximum of 40 km/h in urban areas and villages. Drivers exceeding these limits must be subject to disciplinary measures including possible dismissal. The Contractor's vehicles and movement of equipment must comply with the Highway Code applicable in Ethiopia, and in particular acts and rules concerning the weight of laden vehicles speed limit.

Article 27 Demolished materials

27.1. Where the contract includes demolition work, materials and articles obtained therefrom shall, unless the special conditions and /or the law of the country in which the works are executed otherwise provide and subject to the provisions of Article 28, become the property of the contractor.

27.2. Should the special conditions reserve to the contracting authority the right of ownership of materials or all or part of the articles obtained from the demolition work, the contractor shall take all the necessary precautions to ensure that these are preserved. It shall be liable for any destruction of, or damage to, such materials or articles caused by it or its agents.

27.4. Save where the special conditions provide otherwise, the contractor shall, at its expense, progressively remove rubble and other demolition materials, rubbish and debris from the site.

Article 29 Temporary works

29.2 Where the design of particular temporary works is specified in the special conditions to _ be the responsibility of the contracting authority, the supervisor shall provide the _ - contractor with all drawings necessary in reasonable time to enable the contractor to . undertake the temporary works in accordance with its programme, In such cases, the : contracting authority shall be solely responsible for the safety and adequacy of the design. “However, the contractor shall be responsible for the proper construction

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Article 30 Soil studies

- 30.1. Subject to the special conditions and to the technical specifications, the contractor shall make available to the supervisor, the personnel and equipment necessary for carrying out any soil survey which the supervisor considers reasonably necessary. The contractor shall be compensated for the actual cost of the manpower and equipment used or made available in such work, plus a reasonable profit, if not already provided for in the contract.

Article 34 Period of implementation of tasks

- 34.1 The period of implementation of tasks is Twelve (12) months.

Article 36 Delays in the implementation of tasks

- 36.1 The rate of liquidated damages for delays in the completion of works shall be 0.1% of the contract price for every day or part thereof which elapses between the end of the period of implementation of tasks and the actual date of completion, up to a maximum amount of 10 % of the contract price or, if the contract is subdivided into phases, 10 % of the price of the phase concerned.

Article 39 Work register

- 39.1 The format of the works register will be determined by the Supervisor after the Contractor's submission of the detailed performance programme for the works. The Supervisor may revise the format from time to time. The work register shall contain at least the information on the subjects specified in article 39.1 of the GC.

The Contractor shall keep proper wage books and time sheets showing the wages paid to and time worked by workers engaged in the execution of the Contract and he shall be bound, whenever required, to produce such wage books and time sheets for the inspection of an authorised officer of the Government and/or the Supervisor.

The work register will also include all failings or incidents resulting in a significant impact on the environment or in an accident or incident with the local community and the corrective measures taken. One work register must be kept for each and every site operating.

- 39.2 Statements regarding the works must always compare work performed with work foreseen in order to provide a tool to assess overall project progress. They must also provide evidence that the works were performed in accordance with the technical specifications. Statements regarding completed works must include all finding from internal and/or external inspections performed related with these works. Statements regarding materials must refer to all key characteristics of the materials and compare them with the characteristics provided at the technical specifications.

Article 40 Origin and quality of works and materials

- 40.1 All goods purchased under the contract must originate in any eligible source country as defined in COMESA Trade facilitation programme. However, the goods to be purchased may originate from any country, whenever the total price of the estimated quantity of those goods, as reflected in a separate item of the Bill of quantities (Volume 4.3.2)]

A category of similar goods to be purchased shall not be broken down over more than 1 item of the for unit price contracts :bill of quantities (Volume 4.3.2)]

For these purposes, ‘origin’ means the place where the goods are mined, grown, produced or manufactured and/or from which services are provided. The origin of the goods must be determined according to the EU Customs Code or the applicable international agreement.

Goods originating in the EU include goods originating in the Overseas Countries and Territories.

When importing goods, any change in the specified origin must be pointed out to the project supervisor and approved by him.

- 40.2 The works and the objects, appliances, equipment or materials used in their construction must comply with the specifications, drawings, surveys, models, samples, patterns and other requirements in the contract which shall be held at the disposal of the contracting authority or the supervisor for the purposes of identification throughout the period of performance.
- 40.3 Any preliminary technical acceptance stipulated in the special conditions shall be the subject of a request sent by the contractor to the supervisor. The request shall indicate the reference to the contract, the lot number and the place where such acceptance is to take place, as appropriate. The components and materials specified in the request must be certified by the supervisor as meeting the requirements for such acceptance prior to their incorporation in the works.

Article 41 Inspection and testing

Components and materials will be in general tested at the site(s) and the laboratories provided by the Contractor. The Supervisor must be informed in time in order to participate in the process especially considering the remote location of the site(s). In case that the tests and documentation and/or certificates provided for crucial materials, are considered to be not satisfactory by the Supervisor, tests might be performed by a competent authority.

Article 43 Ownership of plant and materials

- 43.2 The equipment, temporary structures, plant and materials on the site shall for the duration of the execution of the works, be vested in the contracting authority.

Article 44: General principles for payments

- 44.1 Payments shall be made in US\$ Dollar.
- 44.2 If invoices are submitted to the contracting authority, the contractor shall inform the Coordinating Ministry thereof by sending a copy to:

Ministry of Trade and Regional Integration
Gurd shola near Century Mall
P.Box 704
Addis Ababa, Ethiopia

With copy to:

The Secretary General
COMESA Secretariat
COMESA Center, Benbella Road
Lusaka, Zambia
Email: mmwiinga@comesa.int; asalih@comesa.int

- 44.3 By derogation, pre-financing payment to the contractor for the lump-sum advance shall be made within 30 days. Other pre-financing payments to the contractor shall be made within 90 days. Interim payments to the contractor of the amounts due under each of the interim payment certificates approved by the supervisor shall be made within 90 days, and the final payment to the contractor of the amounts due after the final statement of account issued by the supervisor shall be made within 90 days.

Article 46 Pre-financing

- 46.1 The only pre-financing advance granted to the contractor, is the lump sum advance referred to in Article 46.1(a) of the general conditions.
- 46.2 The lump sum advance referred to in Article 46.1(a) shall be a maximum of 30% of the original contract price against an unconditional bank guarantee.
- 46.3(c) N/A
- 46.8 Repayment of the pre-financing shall take the form of deductions based on monthly claims.
- a) The flat-rate pre-financing (maximum of 10%) shall be repaid by means of deductions from instalments and, if necessary, the balance due to the contractor. This repayment shall begin with the first instalment and be

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completed, at the very latest, by the time 80 % of the amount of the contract has been paid.

Repayment shall be made in the same currency as the pre-financing.

The amount to be deducted from each instalment shall be calculated using the following formula:

$$R = \frac{Va \times D}{Vt \times 0.8}$$

where:

R = the amount to be repaid

Va = the total amount of pre-financing

Vt = the initial contract amount

D = the amount of the instalment.

The result is rounded up to two decimal places.

- b) The pre-financing for plant, machinery and tools — and the pre-financing for other major prior outlays (20 % maximum) — shall be repaid by means of deductions from instalments and, if necessary, the balance due to the contractor. Repayment shall begin with the first instalment and end, at the very latest, by the time 90 % of the amount of the contract has been paid.

The amount to be deducted from each instalment shall be calculated using the following formula:

$$R = \frac{Va \times D}{Vt \times 0.9}$$

where:

R = the amount to be repaid

Va = the total amount of pre-financing

Vt = the initial contract amount

D = the amount of the instalment.

Article 47 Retention monies

The sum retained to guarantee implementation of the contractor's obligations during the defects liability **period is 5 %** of the contract price. By derogation to Article 47.1 of the general conditions, that money is not retained from interim payments. The tranches laid down in Article 49.1 of these special conditions are determined so that the retention sum amounts to 5% of the contract price at the moment of the certificate of provisional acceptance.

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Article 48 Price revision

N/A

Article 49 Measurement

49.1 This is a unit-price contract.

The payment will pay for executed work only.

The frequency of interim payment shall be; once every two month.

The contractor prepare the executed work payment certificate which approved by supervisor.

Article 50 Interim payments

50.1 The interim payments will be paid as determined in Article 49.1 of these special conditions.

Article 51 Final statement of account

51.1 The contractor shall, submit to the supervisor a draft final statement of account when it applies for the final acceptance certificate. In order to enable the supervisor to prepare the final statement of account, the draft final statement of account is submitted with supporting documents showing in detail the value of the work done in accordance with the contract and all further sums which the contractor considers to be due to it under the contract.

51.2 Within 30 days from issuing the final acceptance certificate referred to in Article 62, the supervisor shall prepare and signed the final statement of account.

Article 53 Delayed payments

53.1 By derogation from Article 53.1 of the general conditions, once the time-limit referred Article 44.3 has expired, the contractor shall be entitled to late-payment interest at the rate and for the period mentioned in the general conditions.

Article 60 Provisional acceptance

60.1 Provisional acceptance will be conducted in line with Article 60.1 of the general conditions.

Article 61 Defects liability

61.1 The defects liability period is defined as the period commencing on the date of provisional acceptance, during which the contractor is required to make good any defect in, or damage to, any part of the work which may appear or occur during this period as notify by the supervisor or the contracting authority. The rights and obligations of the parties with regard to this defects liability period are laid down in Article 61 of the general conditions.

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61.7 The duration of the defects liability period is 365 calendar days.

Article 68 Dispute settlement

68.4 Any dispute arising out of or relating to this contract which cannot be settled otherwise shall

(a) in the case of a national contract, be settled in accordance with the national legislation of the state of the contracting authority; and

(b) in the case of a transnational contract, be settled either:

(i) if the parties to the contract so agree, in accordance with the national legislation of the state of the contracting authority or its established international practices; or

(ii) by arbitration in accordance with the procedural rules on conciliation and arbitration of contracts financed by the European Development Fund, adopted by Decision No 3/90 of the ACP-EEC Council of Ministers of 29 March 1990 (Official Journal No L 382 of 31.12.1990, Annex A12 of the practical guide.)

Article 72 Data protection

1. Processing of personal data related to the implementation of the contract by the contracting authority takes place in accordance with the national legislation of the state of the contracting authority and with the provisions of the respective financing agreement.

2. To the extent that the contract covers an action financed by the European Union, the Contracting Authority may share communications related to the implementation of the contract, with the European Commission. These exchanges shall be made to the Commission, solely for the purpose of allowing the latter to exercise its rights and obligations under the applicable legislative framework and under the financing agreement with the Partner country – contracting authority. The exchanges may involve transfers of personal data (such as names, contact details, signatures and CVs) of natural persons involved in the implementation of the contract (such as contractors, staff, experts, trainees, subcontractors, insurers, guarantors, auditors and legal counsel). In cases where the contractor is processing personal data in the context of the implementation of the contract, he/she shall accordingly inform the data subjects of the possible transmission of their data to the Commission. When personal data is transmitted to the Commission, the latter processes them in accordance with Regulation (EU) 2018/1725 of the European Parliament and of the Council of 23 October 2018 on the protection of natural persons with regard to the processing of personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data, and

repealing Regulation (EC) No 45/2001 and Decision No 1247/2002/EC¹⁶ and as detailed in the specific privacy statement published at ePRAG.

Article 73 Further additional clauses

73.1 NA

VOLUME 2

SECTION 4 PERFORMANCE GUARANTEE¹⁷

(To be completed on paper bearing the letterhead of the financial institution)

For the attention of

<name and address of the contracting authority>

referred to below as the ‘contracting authority’

Subject: Guarantee no. ...

¹⁶ OJ L 205 of 21.11.2018, p. 39

¹⁷ Guidance on the verification of financial guarantees can be found in chapter 9.1 of the DEVCO Companion. In indirect management, the contracting authority should seek guidance from the European Commission before accepting a financial guarantee.

Performance guarantee for the full and proper execution of contract <contract number and title> (please quote number and title in all correspondence)

We, the undersigned, <name, and address of financial institution>, hereby irrevocably declare that we guarantee, as primary obligor, and not merely as a surety on behalf of <contractor's name and address>, hereinafter referred to as "the contractor", payment to the contracting authority of <amount of the performance guarantee>, representing the performance guarantee mentioned in Article 15 of the special conditions of the contract <contract number and title> concluded between the contractor and the contracting authority, hereinafter referred to as 'the contract'.

Payment will be made without objection or legal proceedings of any kind, upon receipt of your first written claim (sent by registered letter with confirmation of receipt) stating that the contractor has failed to fulfil its contractual obligations fully and properly. We will not delay the payment, nor will we oppose it for any reason whatsoever. We shall not under any circumstances benefit from the defences of the security. We will inform you in writing as soon as payment has been made.

We accept that no amendment to the terms of the contract can release us from our obligation under this guarantee. We waive the right to be informed of any change, addition or amendment to the contract.

We note that the guarantee will be released in accordance with Article 15.8 of the general conditions to the contract [and at the latest on <at the expiry of 18 months after the implementation period of the contract>].¹⁸

[The whole paragraph should be deleted when the contracting authority is the European Union or the Beneficiary Country under indirect management in the framework of IPA:

Any request to pay under the terms of the guarantee must be countersigned by the head of delegation of the European Union in the country of the contracting authority or his designated empowered deputy as par the applicable Commission rules. In case of a temporary substitution of the contracting authority by the Commission, any request to pay will only be signed by the representative of the Commission, namely whether the head of delegation, his designated empowered deputy or the authorised person at headquarters' level.]

The law applicable to this guarantee will be that of [if the contracting authority is the European Union and the financial institution issuing the guarantee is established outside the EU: Belgium] [(i) if the contracting authority is the European Union and the financial institution issuing the guarantee is established inside the EU; OR (ii) if the contracting authority is an authority in the partner country: <the country in which the financial institution issuing the guarantee is established>]. Any dispute arising out of or in connection with this guarantee will be referred to the courts of [if the contracting authority is the European Union

¹⁸ This mention should be inserted only where required, for example where the law applicable to the guarantee imposes a precise expiry date or where the guarantor can justify that he is unable to provide such a guarantee without expiry date.

and the financial institution issuing the guarantee is established outside the EU: Belgium] [(i) if the contracting authority is the European Union and the financial institution issuing the guarantee is established inside the EU; OR (ii) if the contracting authority is an authority in the partner country: <the country in which the financial institution issuing the guarantee is established>].

The guarantee will enter into force and take effect upon its signature.

Done at [*insert place*], on [*insert date*]

[*Signature*]

[*Signature*]

[*Function at the financial institution/bank*]

[*Function at the financial institution/bank*]

Stamp of the body providing the guarantee

VOLUME 2

SECTION 5: GUARANTEE ON PRE-FINANCING¹⁹

(To be completed on paper bearing the letterhead of the financial institution)

For the attention of

<name and address of the contracting authority>

Referred to below as the ‘contracting authority’

Subject: Guarantee No. ...

Financing guarantee for the repayment of pre-financing payable under contract <contract number and title> (please quote number and title in all correspondence)

We the undersigned, <name, and address of financial institution>, hereby irrevocably declare that we guarantee as primary obligor, and not merely as surety on behalf of <contractor's name and address>, hereinafter referred to as “the contractor”, the payment to the contracting authority of <indicate the amount of the pre-financing>, corresponding to the pre-financing as mentioned in Article 46 of the special conditions of the contract <contract number and title> concluded between the contractor and the contracting authority, hereinafter referred to as ‘the contract’.

Payment shall be made without objection or legal proceedings of any kind, upon receipt of your first written claim (sent by registered letter with confirmation or receipt) stating that the contractor has not repaid the pre-financing on request or that the contract has been terminated. We shall not delay the payment, nor shall we oppose it for any reason whatsoever. We shall not under any circumstances benefit from the defences of the security. We shall inform you in writing as soon as payment has been made.

We accept notably that no amendment to the terms of the contract can release us from our obligation under this guarantee. We waive the right to be informed of any change, addition or amendment of the contract.

¹⁹ Guidance on the verification of financial guarantees can be found in chapter 9.1 of the DEVCO Companion. In indirect management, the contracting authority should seek guidance from the European Commission before accepting a financial guarantee.

We note that the guarantee will be released in accordance with the Article 46.7 of the general conditions. [and in any case at the latest on (at the expiry of 18 months after the implementation period of the contract)]²⁰.

[The whole paragraph should be deleted when the contracting authority is the European Union or the Beneficiary Country under indirect management in the framework of IPA:

Any request to pay under the terms of the guarantee must be countersigned by the head of delegation of the European Union in the country of the contracting authority or his designated empowered deputy as par the applicable Commission rules. In case of a temporary substitution of the contracting authority by the Commission, any request to pay will only be signed by the representative of the Commission, namely whether the head of delegation, his designated empowered deputy or the authorised person at headquarters' level.]

The law applicable to this guarantee shall be that of [if the contracting authority is the European Union and the financial institution issuing the guarantee is established outside the EU: Belgium] [(i) if the contracting authority is the European Union and the financial institution issuing the guarantee is established inside the EU; OR (ii) if the contracting authority is an authority in the partner country: <the country in which the financial institution issuing the guarantee is established>]. Any dispute arising out of or in connection with this guarantee shall be referred to the courts of [if the contracting authority is the European Union and the financial institution issuing the guarantee is established outside the EU: Belgium] [(i) if the contracting authority is the European Union and the financial institution issuing the guarantee is established inside the EU; OR (ii) if the contracting authority is an authority in the partner country: <the country in which the financial institution issuing the guarantee is established>].

The guarantee will enter into force and take effect on payment of the pre-financing to the contractor.

Done at [*insert place*], on [*insert date*]

[*Signature*]

[*Signature*]

[*Function at the financial institution/bank*]

[*Function at the financial institution/bank*]

²⁰ This mention has to be inserted only where required, for example where the law applicable to the guarantee imposes a precise expiry date or where the guarantor can justify that he is unable to provide such a guarantee without expiry date.

Stamp of the body providing the guarantee

VOLUME 2

SECTION 6 RETENTION GUARANTEE²¹

(To be completed on paper bearing the letterhead of the financial institution)

For the attention of

<name and address of the contracting authority>

referred to below as the “contracting authority”

²¹ Guidance on the verification of financial guarantees can be found in chapter 9.1 of the DEVCO Companion. In indirect management, the contracting authority should seek guidance from the European Commission before accepting a financial guarantee.

Subject: Guarantee no. <...>

Retention guarantee for contract <contract number and title> (please quote number and title in all correspondence)

We, the undersigned, <name, and address of financial institution>, hereby irrevocably declare that we guarantee, as primary obligor, and not merely as a surety on behalf of <contractor's name and address>, hereinafter referred to as 'the contractor', payment to the contracting authority of <amount of the retention guarantee>, representing the retention guarantee mentioned in Article 47 of the special conditions of the contract (contract number and title) concluded between the contractor and the contracting authority, hereinafter referred to as 'the contract'.

Payment will be made without objection or legal proceedings of any kind, upon receipt of your first written claim (sent by registered letter with confirmation of receipt) stating that the contractor has failed to fulfil its contractual obligations fully and properly. We will not delay the payment, nor will we oppose it for any reason whatsoever. We shall not under any circumstances benefit from the defences of the security. We will inform you in writing as soon as payment has been made.

We accept that no amendment to the terms of the contract can release us from our obligation under this guarantee. We waive the right to be informed of any change, addition or amendment to the contract.

We note that the guarantee will be released in accordance with Article 47.3 of the general conditions to the contract [and in any case at the latest on <at the expiry of 18 months after the implementation period of the contract>].²²

[The whole paragraph should be deleted when the contracting authority is the European Union or the Beneficiary Country under indirect management in the framework of IPA:

Any request to pay under the terms of the guarantee must be countersigned by the head of delegation of the European Union in the country of the contracting authority or his designated empowered deputy as par the applicable Commission rules. In case of a temporary substitution of the contracting authority by the Commission, any request to pay will only be signed by the representative of the Commission, namely whether the head of delegation, his designated empowered deputy or the authorised person at headquarters' level.]

The law applicable to this guarantee will be that of [if the contracting authority is the European Union and the financial institution issuing the guarantee is established outside the EU: Belgium] [(i) if the contracting authority is the European Union and the financial institution issuing the guarantee is established inside the EU; OR (ii) if the contracting authority is an authority in the partner country: <the country in which the financial institution

²² This mention should be inserted only where required, for example where the law applicable to the guarantee imposes a precise expiry date or where the guarantor can justify that he is unable to provide such a guarantee without expiry date.

issuing the guarantee is established>]. Any dispute arising out of or in connection with this guarantee will be referred to the courts of [if the contracting authority is the European Union and the financial institution issuing the guarantee is established outside the EU: Belgium] [(i) if the contracting authority is the European Union and the financial institution issuing the guarantee is established inside the EU; OR (ii) if the contracting authority is an authority in the partner country: <the country in which the financial institution issuing the guarantee is established>].

The guarantee will enter into force and take effect upon its signature.

Done at [*insert place*], on [*insert date*]

[*Signature*]

[*Signature*]

[*Function at the financial institution/bank*]

[*Function at the financial institution/bank*]

Stamp of the body providing the guarantee

EDF only

Tax and customs arrangements

Article 31 from Annex IV to the Cotonou Agreement

1. The ACP States shall apply to contracts financed by the Community tax and customs arrangements no less favourable than those applied by them to the most favoured States or international development organisations with which they have relations. For the purpose of determining the most-favoured-nation (MFN) treatment, account shall not be taken of arrangements applied by the ACP State concerned to other ACP States, or to other developing countries.
2. Subject to the above provisions the following shall apply to contracts financed by the Community:
 - (a) the contract shall not be subject in the beneficiary ACP State to stamp or registration duties or to fiscal charges having equivalent effect, whether such charges already exist or are to be instituted in the future; however, such contracts shall be registered in accordance with the laws in force in the ACP State and a fee corresponding to the service rendered may be charged for it;

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- (b) profits and/or income arising from the performance of contracts shall be taxable according to the internal fiscal arrangements of the ACP State concerned, provided that the natural or legal persons who realise such profit and/or income have a permanent place of business in that State, or that the performance of the contract takes longer than six months;
 - (c) enterprises which must import professional equipment in order to carry out works contracts shall, if they so request, benefit from the system of temporary admission as laid down by the national legislation of the beneficiary ACP State in respect of the said equipment;
 - (d) professional equipment necessary for carrying out tasks defined in a service contract shall be temporarily admitted into the beneficiary ACP State or States in accordance with its national legislation free of fiscal, import and customs duties and of other charges having equivalent effect where these duties and charges do not constitute remuneration for services rendered;
 - (e) imports under supply contracts shall be admitted into the beneficiary ACP State without customs duties, import duties, taxes or fiscal charges having equivalent effect. The contract for supplies originating in the ACP State concerned shall be concluded on the basis of the ex-works price of the supplies to which may be added such internal fiscal charges as may be applicable to those supplies in the ACP State;
 - (f) fuels, lubricants and hydrocarbon binders and, in general, all materials used in the performance of works contracts shall be deemed to have been purchased on the local market and shall be subject to fiscal rules applicable under the national legislation in force in the beneficiary ACP State; and
 - (g) personal and household effects imported for use by natural persons, other than those recruited locally, engaged in carrying out tasks defined in a service contract and members of their families, shall be exempt from customs or import duties, taxes and other fiscal charges having equivalent effect, within the limit of the national legislation in force in the beneficiary ACP State.
3. Any matter not covered by the above provisions on tax and customs arrangements shall remain subject to the national legislation of the ACP State concerned.

VOLUME 3

TECHNICAL SPECIFICATIONS

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BILL OF QUANTITY MAIN BUILDING GALAFI ETHIOPIA

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VOLUME 4.1

FINANCIAL BID TEMPLATES

INTERPRETATIVE NOTES

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Contracts may be:

- a) lump-sum contracts,
- b) unit-price contracts,
- c) hybrid contracts.

1. In lump-sum contracts, an all-in price covers all the works concerned by the contract. The all-in price will, if necessary, be calculated on the basis of the breakdown of the lump-sum price. In the latter case, an all-in price will be given for each separate item in the itemised breakdown. The total price will be calculated by adding together the various all-in prices for all such items. Where items are accompanied by quantities, these will be firm quantities drawn up by the contracting authority. The firm quantity is the quantity for which the contractor has submitted an all-in price, which will be paid to it irrespective of the quantity actually supplied.
2. In unit-price contracts, the works are broken down into different items on the basis of a bill of quantities drawn up by the contracting authority, and the proposed unit price for each item is indicated. The amounts due under the contract will be calculated by applying the unit prices to the quantities actually supplied, in accordance with the contract.
3. In hybrid contracts, the prices will be fixed and works paid for in accordance with two or more of the methods laid down in paragraphs 1 and 2. The tender dossier for a hybrid contract will indicate how prices are to be calculated.
4. Each tender dossier must specify the exact type of contract used. The bill of quantities and price schedule (for unit-price contracts)/breakdown of the lump-sum price (for lump-sum contracts) must provide sufficient information on the quantities of works to be performed to enable bids to be prepared, and when a contract has been entered into, to provide an itemised basis for measuring the works executed. In order to attain these objectives, works should be itemised in the bill of quantities and price schedule (for unit-price contracts)/breakdown of the lump-sum price (for lump-sum contracts) in sufficient detail to distinguish between the different categories of works, or between works of the same nature carried out in different locations or any other circumstances which may give rise to variations in cost. Their layout and content should be as simple and brief as possible, while remaining consistent with these requirements.

Daily work schedule

A daily work schedule could be included for unforeseen works not covered by the bill of quantities or by the breakdown of the lump-sum price. The day work schedule should

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comprise a list of the various categories of labour, materials, and construction plant for which basic day work prices are given by the tenderer, together with a statement of the conditions under which the contractor will be paid for work executed on a day work basis. The day work schedule should also contain the estimated quantities for each item of day work.

A general provision for day works may be made by including a provisional sum.

These notes for preparing financial bids are intended only as information for the contracting authority or the person drafting the documents for the invitation to tender. They should not be included in the final documents. Attached are examples of financial offer templates for unit-price contracts. These templates are purely indicative and may be adapted/combined as required by the project.

VOLUME 4.3

FINANCIAL OFFER TEMPLATES

UNIT PRICE CONTRACTS

Content

4.3.1 — Introduction

4.3.2 — Bill of quantities

4.3.3 — Price schedule

4.3.4 — Daily works schedule

4.3.5 — Detailed breakdown of prices

VOLUME 4.3.1 — INTRODUCTION

1. General

- 1.1 The bill of quantities (Volume 4.3.2) is the document containing an itemised breakdown of the works to be carried out in a unit price contract, indicating a quantity for each item and the corresponding unit price. The quantities set out in the bill of quantities are estimated quantities. Each price for each item of the bill of quantities is detailed in the price schedule (Volume 4.3.3).

The amounts due will be calculated by measuring the actual quantities of the works executed and by applying the unit rates to the quantities actually executed for each item.

- 1.2 The detailed breakdown of prices (Volume 4.3.5) is the list containing the basic costs, net costs and mark-ups from which each price on the bill of quantities and the price schedule and on the daywork schedule results.

The detailed breakdown of prices provides the coefficients for applying the price revision formula referred to in Article 48.2 of the special conditions and can provide the basis for valuation of additional work ordered referred to in Article 37.5 of the general conditions.

- 1.3 Provisional sums for use when works are to be executed on a daily work basis (Volume 4.3.4) can only be executed by administrative order of the supervisor in accordance with the terms of the contract.

2. Specific to Volumes 4.3.2, 4.3.3 and 4.3.4

- 2.1 The prices inserted in the bill of quantities and price schedule are to be the full inclusive values of the works described under the items, including all costs and expenses that may be required in and for the construction of the works described, together with any temporary works and installations which may be necessary and all general risks, liabilities and obligations specified or implied in the documents on which the tender is based. It will be assumed that establishment charges, profit and allowances for all obligations are spread evenly over all unit rates.
- 2.2 Save where the technical specifications or the bill of quantities and the price schedule specifically and expressly state otherwise, only permanent works are to be measured.
- 2.3 No allowance will be made for loss of materials or volume thereof during transport or compaction.
- 2.4 The prices of the bill of quantities, price schedule and daily work schedule are all-inclusive and include any non-exonerated tax or fiscal duty.

- 2.5 The unit prices in Volumes 4.3.2 and 4.3.4 are obtained by multiplying the net cost of Volume 4.3.5 - Table D, on the one hand, with the coefficient K, on the other hand.

The coefficient K represents the proportions between the Site costs (Fc) of Volume 4.3.5 - Table E and the Total net costs (Ps) and between the General costs (Fg) of Volume 4.3.5 - Table F and the Contract price (Pv): $K = (1+A)/(1-B)$ whereby

$$A = F_c/P_s$$

$$B = F_g/P_v$$

- 2.5 The units of measurement used in the annexed technical documentation are those of the International System of Units (SI). No other units may be used for measurements, pricing, detail drawings etc. (Any units not mentioned in the technical documentation must also be expressed in terms of the SI.) Abbreviations used in the bill of quantities are to be interpreted as follows:

mm	means	millimetre
m	means	metre
mm ²	means	square millimetre
m ²	means	square metre
m ³	means	cubic metre
kg	means	kilogram
to	means	tonne (1000 kg)
pcs	means	pieces
h	means	hour
L.s.	means	Lump sum
km	means	kilometre
l	means	litre
%	means	per cent
N.d	means	nominal diameter
m/m	means	man-month
m/d	means	man-day

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VOLUME 4.3.2 — BILL OF QUANTITIES

PRICE No	TITLE	UNIT	UNIT PRICE	ESTIMATED QUANTITIES	AMOUNT
(a)	(b)	(c)	(d)	(e)	(f = d * e)
000	<for instance: installation of the site>				
001					
...					
	Total 000-99				
100					
101					
...					
	Total 100-199				
200					
201					
...					
	Total 200-299				
300					
301					
...					
	Total 300-399				

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....					
Total amount of the works, outside dayworks					
Dayworks					
Total					

Note: the numbering of prices under (a) and titles under (b) correspond to the numbering in the price schedule

VOLUME 4.3.3 — PRICE SCHEDULE

<p style="text-align: center;">PRICE No <for example: PRICE No 201></p> <p style="text-align: center;">Title: ... <for example: EXCAVATE TOPSOIL WITHIN ROADWAY></p>	
<p>Description of the implementation modalities of the works comprised within this price, as well as the measurement modalities of the quantities executed and to be paid by this price.</p> <p><for example: This price is for excavation of topsoil paid per square meter (m²) executed. Measurement is made horizontally. Excavation of topsoil is executed within the roadway.</p> <p>The price includes:</p> <ul style="list-style-type: none"> - excavation of topsoil, loading, and transportation (all distance inclusive), unloading and disposal (provisory or definitive) in a place agreed with the engineer; - the cleaning of the existing ditches within the roadway - all other costs related to topsoil excavation. <p>This price is per square meter of surface excavated. Measurement is performed contradictory>.</p>	
<p>PRICE No ... — TITLE:</p> <p><for example: PRICE No 201 — EXCAVATE TOPSOIL WITHIN ROADWAY></p>	
<p>Price in words:</p> <p><for example: per square meter: GNF (Guinean Franc)></p>	<p>Price in numbers:</p> <p><for example: GNF (Guinean Franc)></p>

<p align="center">PRICE No <for example: PRICE No 202></p> <p align="center">Title: ...</p>	
<p>Description of the implementation modalities of the works comprised within this price, as well as the measurement modalities of the quantities executed and to be paid by this price.</p>	
<p>PRICE No ... — TITLE:</p>	
<p>Price in words:</p>	<p>Price in numbers:</p>

Etc.

VOLUME 4.3.4 – DAYWORKS SCHEDULE

Item	Description	Unit	Unit price	Estimated quantities	Provisional sums [EUR] [local currency]
	<for example: - Labourer - Mason - Driver - ... - Bull Dozer - Water Tank - ...>				
Total Dayworks					

VOLUME 4.3.5 — DETAILED BREAKDOWN OF PRICES

A) Breakdown of the basic prices for labour (converted into local currency or €/hour)

NO	Qualification	Monthly pay (1)	Hourly pay (2)	Overtime (3)	Soc. security contributions (4)	Travel time (5)	Hourly total (6)
A1	Labourer, Cat 1						
A2	Skilled worker, Cat. 3						
A3	Skilled worker, Cat. 5						
A4	Foreman, Cat. 7						
A5	Site manager						
A6	HGV driver						
A7	Heavy plant driver						
A8	Clerk of works						
A9	Mechanic, Cat. 7						
A9	Land surveyor						
A1 0	Planning draughtsman						
A1 1	...						

The above list is given by way of example and is not exhaustive.

- (1) Salary if the employee is paid monthly.
- (2) Hourly pay if the employee is paid hourly, otherwise monthly salary divided by the legal working hours (... hours/month).
- (3) Average cost of overtime, i.e. hourly pay times the overtime coefficient.
Average coefficient to be applied to the salary to take account of overtime..... (= total gross salary/gross salary without overtime).
- (4) Percentage of the social security contributions (including social welfare, leave, etc.) times the gross salary (this percentage may vary according to the category of employee).
- (5) Average monthly or daily travel time divided by the number of daily or monthly legal working hours.
- (6) = (2) + (3) + (4) + (5).

Done at

The tenderer (signature)

B) Breakdown of basic supply prices for materials and consumables
(in local currency or €/unit)

NO	Description		Origin (1)	Unit price origin (2)	Transport to site (3)	Tax, duties and other charges (4)	Losses		Total (6)
							%	Value (5)	
C1	Gasoil								
C2	Aggregates for concrete								
C3	Sand for concrete 2/4								
C4	Cement								
C5	Steel for reinforced concrete								

C6	Annealed wire								
C7	Timber formwork								
C8	Plywood								
C9	Plasticisers								
C10	Concrete coating								
C11	Asphalt concrete								
C13	Inspection ladders								
C14	Fencing								
C15	Traffic signs								
C16	...								

This list is not exhaustive.

- (1) Geographical location of the supplier or quarry.
- (2) Supply or cost price at the quarry or on delivery in the country.
- (3) Cost price of transport from the quarry or delivery in the country to the site.
- (4) To be borne by the firm.
- (5) Any losses or breakages to be determined by the tenderer.
- (6) Basic prices for supply of materials: (6) = (2) + (3) + (4) + (5).

Done at

The tenderer (signature)

C) Breakdown of basic hourly prices for equipment
(in local currency or €/hour)

	Description	Purchase date of equipment	Replacement value (RV) (1)	Duties Taxes (2)		nb days useful life (4)	Depreciation /day (5)		Lubricant cost/day (7)	Spare parts (SP) cost /day (8)	Lubricant & SP taxes/day (9)	Labour cost/day (10)	Total /day (11)	Average daily working time (12)	Total /hour (13)
	D8N bulldozer														
	14G grader														
	CAT-type crawler excavator														
	CAT wheeled excavator														

Trencher type ...															
Pump															
Concrete vibrating poker															
...															

- (1) Estimated purchase price (excl. tax) of a piece of equipment of same kind, but new, purchased in the country's capital at the end of machine life span.
- (2) Duties and taxes charged to the contractor at the purchase date.
- (3) = (1)+(2)
- (4) Number of depreciation years by number of days worked per year.
- (5) Daily depreciation = (3)/(4).
- (6) Average daily fuel consumption; the cost of the fuel is given with tax.
- (7) Daily cost of lubricants (excl. tax).
- (8) Daily cost of spare parts (excl. tax).
- (9) Duties and taxes charged to the contractor on lubricants and spare parts.
- (10) Manpower price (man/day).
- (11) Daily basic prices of piece of equipment = (5)+(6)+(7)+(8)+(9)+(10)..
- (12) Hours of operations (average).
- (13) Hourly operational price of piece of equipment = (11)/(12)

Done at

The tenderer (signature)

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D) Breakdown of unit prices in the price schedule
(in local currency or €)

No of the unit price:

Output per day: m³/day

Designation of the unit price:

Estimated quantities:

COMPONENTS OF THE PRICE EQUIPMENT, SUPPLIES AND SUBCONTRACTED WORKS DESIGNATION	Quantity or time using h/day (Q)	U	EQUIPMENT				LABOUR		TOTALS €/day
			DEPRECIATION €/h (1)	MAINTENANCE €/h (2)	FUEL- LUBRICANTS €/h (3)	TOTAL €/day Qx(1+2+3)	Unit price	TOTAL €/day	
EQUIPMENT		h							
		h							
MATERIALS									

		h							
LABOUR		h							
		h							
				TOTAL €/day					
				Net cost €/m³					

E) Detailed breakdown of site costs (Fc)
(in local currency or €)

Means deployed	Number (1)	Basic price (2)	Total net cost (3)=(1)+(2)
Labour			
A1 Site supervisor A2 Engineer A3 Clerk of works A4 Secretary A5 Drivers A6 Orderlies A7			
Subtotal labour			
Equipment			
B1 4x4 vehicle B2 Saloon car B3 Van-type people carrier B4...			
Subtotal equipment			
Materials			
C1 Gasoil C2...			
Subtotal materials			
Other			
D1 Rentals D2 Telephone D3...			
Subtotal other			
GENERAL TOTAL			

F) Detailed breakdown of the general costs (Fg)
(general overheads and profits)

N o		% of the bid
1	Financial charges	
2	Insurance premiums	
3	Guarantee costs	
4	Price revision	
5	Direct taxes	
6	Other expenses	
7	Penalties	
8	Contingencies	
9	Office and agency expenses	
10	Net profits	
11	Corporation taxes	
GENERAL TOTAL		

1. Financial charges are expenses incurred outside the production process (project start-up, overdrafts, etc.).
2. Insurance is the insurance described in Article 16 of the general conditions for works contracts.
3. Guarantee costs are the bank charges for issuing the guarantee (advance, performance, retention guarantee, etc.).
4. Firms may or may not make provision under this heading, depending on their judgment concerning the quality of the price revision formula.
5. This involves VAT in the country of works, customs duties on the imported materials, etc.
7. If firms think there may be a delay in the works, they can take out cover against it.
8. Contingencies here are related to uncertainties concerning tender documents, lack of knowledge of the country, etc.

9. General and administrative expenses are made up of firms' fixed overheads such as accounts and quality control, management, various departments and office buildings and are common to all the firm's works contracts. Agency expenses are expenses common to all the works in the agency's area of responsibility.
11. These are taxes paid in the country of the works or in the country where the firm has its place of business (for international companies).

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**VOLUME 4 of 6:
FINAL ARCHITECTURAL AND
ENGINEERING
DESIGN REPORT AND FINAL
FEASIBILITY REPORT- GALAFI ONE
STOP BORDER POSTS**