

**The Federal Democratic Republic of Ethiopia  
Ministry of Trade and Industry**

**Standard Bidding Document (SBD)**

**For Procurement of Parboiled Rice**

**Subject of Procurement:** Procurement of 170,000 ton Parboiled Rice

**Procurement Method:** International competitive Bid (ICB)

**ProcurementReferenceNumber:** MoTIn/ETBC/RFP/03-2/2013

**Project Name:** Procurement of Parboiled Rice Ministry of  
Trade and Industry on behalf of Ethiopian  
Trading Businesses Corporation

**Date of Issue of Bidding Document** March, 2021

*Addis Ababa, Ethiopia*

**The Federal Democratic Republic of Ethiopia**  
**Ministry of Trade and Industry**

**REQUEST FOR PROPOSAL (RFP)**

**Bidding Document**

**Table of Contents**

<b>Part1</b>	<b>BiddingProcedures</b>		<b>I</b>
	Section1.	Instructions toBidders	<b>I</b>
	Section2.	Bid DataSheet	<b>II</b>
	Section3.	Evaluation Methodology andCriteria	<b>III</b>
	Section4.	BiddingForms	<b>IV</b>
	Section5.	EligibleCountries	<b>V</b>
<b>Part 2</b>	<b>Statement of Requirement</b>		<b>VI</b>
	Section6.	Statement ofRequirements	<b>VII</b>
<b>Part 3</b>	<b>Contract</b>		<b>VII</b>
	Section7.	General Conditions of Contract	<b>VIII</b>
	Section8.	Special Conditions of Contract	
	Section9.	Contract Forms	<b>IX</b>

# Part1 BiddingProcedures

## Section1: Instructions to Bidders

### Table of Clauses

#### A. General 1

1.	Introduction	1
2.	SourceofFunds	2
3.	Fraud, Corruption andComplaintsProvisions	2
4.	Eligible Bidders	3
5.	Eligible Goods and Related Services	5
<b>B.</b>	<b>Contents of Bidding Document</b>	<b>5</b>
6.	Bidding Document	5
7.	Written Questions / Clarification of Bidding Documents	6
8.	Modification toBiddingDocuments	6
9.	Pre-Bid Conference	7
<b>C.</b>	<b>Preparation of Bids</b>	<b>7</b>
10.	Cost of Bidding	7
11.	Language of Bid	7
12.	Bid Prices and Discounts	8
13.	Currencies of BidandPayment	9
14.	Professional Qualifications and Capability oftheBidder	9
15.	Financial Standing of theBidder	9
16.	Technical Qualifications, Competence, and Experience of the Bidder	9
17.	DocumentaryTechnicalEvidence	10
18.	Joint Ventureor Consortium	11
19.	AlternativeBids	12
20.	Validityof Bids	Period of
		21. 12
22.	BidSecurity	13

<b>23. Documents Comprising the Bid</b>	<b>14</b>
<b>24. Format and Signing of Bid</b>	<b>15</b>
<b>D. Submission and Opening of Bids</b>	<b>15</b>
<b>25. Sealing and Marking of Bids</b>	<b>15</b>
<b>26. Deadline for Submission of Bids</b>	<b>16</b>
<b>27. Late Bids</b>	<b>16</b>
<b>28. Withdrawal, Substitution, and Modification of Bids</b>	<b>16</b>
<b>29. Bid Opening</b>	<b>16</b>
<b>E. Evaluation and Comparison of Bids</b>	<b>17</b>
<b>30. Confidentiality</b>	<b>17</b>
<b>31. Clarification of Bids</b>	<b>18</b>
<b>32. Responsiveness of Bids</b>	<b>18</b>
<b>33. Nonconformities and Omissions</b>	<b>18</b>
<b>34. Dubious price quotations and errors in calculation</b>	<b>19</b>
<b>36. Preliminary Examination of Bids</b>	<b>20</b>
<b>37. Legal, Professional, Technical, and Financial Admissibility of Bids</b>	<b>20</b>
<b>38. Evaluation of Bids</b>	<b>22</b>
<b>39. Comparison of Bids</b>	<b>23</b>
<b>40. Post-qualification Evaluation</b>	<b>23</b>
<b>41. Acceptance or Rejection of Bids</b>	<b>23</b>
<b>42. Re-advertising bids</b>	<b>23</b>
<b>F. Award of Contract</b>	<b>24</b>
<b>43. Award Criteria</b>	<b>24</b>
<b>44. Right to Vary Quantities at Time of Award</b>	<b>24</b>
<b>45. Announcing and Awarding of the Successful Bidder</b>	<b>24</b>
<b>46. Signing of Contract</b>	<b>25</b>
<b>47. Performance Security</b>	<b>25</b>

## **Section 1.**

### **Instructions to Bidders**

#### **A. General**

##### **1. Introduction**

- 1.1 The Public Body indicated in the Bid Data Sheet (BDS) is the Contracting Authority for this procurement process and it is bound by the rules governing public procurement in the Federal Democratic Republic of Ethiopia and procurement directive 66/2012. It has the powers and duties to conclude a Contract for the supply of Goods and Related services. Accordingly, this procurement process is being conducted in accordance with the recent editions of the Ethiopian Federal Government Procurement and Property Administration Proclamation and Public Procurement Directive and procurement directive 66/2012 under the procurement method indicated in the BDS.
- 1.2 By the issue of this Bidding Document the Public Body invites interested Candidates to submit their bids with a view to entering into Contract with the Public Body for the provision of Goods which general description is provided in the BDS. The Goods that are subject of this procurement process are more particularly specified in Section 6, Statement of Requirement upon the basis of the information supplied in and in accordance with this Bidding Document.
- 1.3 The procurement reference number and number of lots of this Bidding Document are provided in the BDS. If Bids are being invited for individual contracts (lots) the Bidder may submit a Bid for one lot only, several or all of the lots. Each lot will form a separate contract and the quantities indicated for different lots will be indivisible. The Bidder must offer the whole of the quantity or quantities indicated for each lot.
- 1.4 Each Bidder may only submit one Bid, either individually or as a partner in joint venture. A Bidder who submits or participates in more than one Bid (other than as a subcontractor or in cases of alternatives that have been permitted or requested) will cause all the Bids with the Bidder's participation to be disqualified.
- 1.5 This Section 1, Instructions to Bidders shall not form a part of the Contract. These instructions are intended to assist prospective Bidders in the preparation of their Bids.
- 1.6 Issuance of this Bidding Document does not in any way obligate the Public Body to award a Contract.
- 1.7 The Public Body retains ownership of all bids submitted in response to this Bidding Document. Consequently, Bidders have no right to have their bids returned to them except late bids.
- 1.8 In submitting a bid, the Bidder accepts in full and without restriction this Bidding Document as the sole basis of this procurement procedure, whatever his own conditions of sale may be, which he hereby waives. Bidders are expected to examine carefully and comply with all instructions, forms, contract provisions and specifications contained in this Bidding Document. Failure to submit a bid containing all the required information and documentation within the deadline specified may lead to the rejection of the bid. No account can be taken of any reservation in the bid as regards the Bidding Document; any reservation will result in the immediate rejection of the bid without further evaluation.

- 1.9 The permitted method of communication shall be in writing. Throughout these Bidding Documents the term "in writing" means communicated in written form and delivered against receipt.
- 2. Source of Funds**
- 2.1 Payments will be made directly by the Public Body and will be subject in all respects to the terms and conditions of the resulting Contract placed by the procuring entity.
- 3. Fraud, Corruption and Complaints Provisions**
- 3.1 The Government of the Federal Democratic Republic of Ethiopia (herein after called the Government) represented by the Public Procurement and Property Administration Agency (herein after called the Agency) requires Contracting Authorities, as well as bidders to observe the highest standards of ethics during the procurement and the execution of contracts. In pursuance of this policy, the Government:
- (a). Defines, for the purposes of this provision, the terms set forth below as follows:
- (i) "Corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the action of a public official in the procurement process or in contract execution;
  - (ii) "Fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
  - (iii) "Collusive practices" is a scheme or arrangement between two or more Bidders, with or without the knowledge of the Public Body, designed to establish prices at artificial, non-competitive levels; and
  - (iv) "Coercive practices" is harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract.
  - (v) Obstructive practices
    - deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede the Federal Ethics and Anticorruption Commission, the Federal Auditor General and the Public Body or their auditors investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent their from disclosing their knowledge of matters relevant to the investigation or from pursuing the investigation, or
    - acts intended to materially impede the exercise of inspection and audit rights provided for under ITB Clause 3.5 below.
- (b). Will reject a recommendation for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract

in question;

- (c). Will debar a Bidder from participation in public procurement for a specified period of time if it at any time determines the Bidder has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for, or in executing, a contract. The List of Debarred Bidders is available on the Agency's Website <http://www.ppa.gov.et>.
- 3.2 In pursuit of the policy defined in Sub-Clause 3.1, the Public Body may terminate a contract for Goods if it at any time determines that corrupt or fraudulent practices were engaged in by representatives of the Public Body or of a Bidder during the procurement or the execution of that contract.
- 3.3 Where it is proved that the bidder has given or has offered to give inducement or bribe to an official or procurement staff of the Public Body to influence the result of the bid in his favor shall be disqualified from the bid, prohibited from participating in any future public procurement and the bid security deposited by them shall be forfeited.
- 3.4 Bidders are required to indicate their acceptance of the provisions on fraud and corruption, as defined in this clause through the statement in the Bid Submission Sheet.
- 3.5 The Agency will have the right to require to inspect the Supplier accounts and records relating to the performance of the contract and to have them audited by auditors appointed by the Agency.
- 3.6 Subject to the recent editions of the Public Procurement Proclamation and Procurement Directive, a candidate or a bidder aggrieved or is likely to be aggrieved on account of the Public Body inviting a bid not complying with the provisions of the Proclamation or Procurement Directive in conducting a bid proceeding may present complaint to the head of the Public Body to have the bid proceeding reviewed or investigated. Any complaint must be submitted in writing to the head of the Public Body, within five working days from the date the Bidder knew, or should have known, of the circumstances giving rise to the complaint. If the head of the Public Body does not issue a decision within ten working days after submission of complaint, or the candidate or the Bidder is not satisfied with the decision, it may submit a complaint to the Board within five working days from the date on which the decision has been or should have been communicated to the candidate or the Bidder by the Public Body. The Board's decision is binding for both parties.

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

- 4.1 A Bidder may be a natural person, private, public or government-owned legal entity, subject to ITB Sub-Clause 4.5, or any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a Joint Venture (JV), consortium, or association. In the case of a Joint Venture, consortium, or association:
  - (a). All parties to the Joint Venture, consortium or association shall be jointly and severally liable, unless otherwise specified in the BDS; and
  - (b). A Joint Venture, consortium or association shall nominate a Representative who shall have the authority to conduct all businesses for and on behalf of any and all the parties of the Joint Venture, consortium or association during

the bidding process and, in the event the Joint Venture, consortium or association is awarded the Contract, during contract execution.

- (c). Multi-national companies.
- 4.2 This Invitation for Bids is open to all Bidders (including all members of a joint venture, sub-contractors and personnel) from eligible source countries as defined in Section 5, Eligible Countries. A Bidder shall be deemed to have the nationality of a country if the Bidder is a citizen or is constituted, incorporated, or registered and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed subcontractors for any part of the Contract.
- 4.3 A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if they:
- (a). Are or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Public Body to provide consulting services for the preparation of the Specification, and any other documents to be used for the procurement of the Goods and Related Services to be purchased under this Bidding Document;
  - (b). Have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder, or influence the decisions of the Public Body regarding this bidding process; or
  - (c). Submit more than one bid in this bidding process.
- 4.4 A Bidder that has been debarred from participating in public procurement in accordance with ITB Clause 3.1 (c), at the date of the deadline for bid submission or thereafter, shall be disqualified.
- 4.5 Unless otherwise specified in the BDS, Bidders shall provide such evidence of their eligibility satisfactory to the Public Body, to verify that the Bidder:
- (a). Is not insolvent, in receivership, bankrupt or being wound up, not have had their business activities suspended and not be the subject of legal proceedings for any of the foregoing.
  - (b). Appropriate documentary evidence demonstrating its compliance, which shall include:
    - (i) Valid business license indicating the stream of business in which the Bidder is engaged,

- (ii) Relevant professional practice certificates if required in BDS.
- (c). Foreign bidders must as appropriate submit business organization registration certificate or trade license issued by the country of establishment.

**5. Eligible Goods**

- 5.1 All goods to be supplied under the Contract shall have as their country of origin an eligible country in accordance with Section 5, Eligible Countries.
- 5.2 For purposes of this Clause, the term “goods” means Parboiled Rice.
- 5.3 The term “country of origin” means the country where the goods have been grown, cultivated, produced, or processed;
- 5.4 The nationality of the Bidder that produces distributes, or sells the goods shall not determine their origin.
- 5.5 To establish the eligibility of the Goods and Related in accordance with this ITB Clause, Bidders shall complete the country of origin declarations in the Price Schedule Form, included in Section 4, Bidding Forms
- 5.6 If so required in the BDS, the Bidder shall demonstrate that it has been duly authorized by the producers of the Goods to supply the Goods indicated in its bid in the Federal Democratic Republic of Ethiopia by obtaining Manufacturer Authorization Letter using the form furnished in Section 4, Bidding Forms.

**B. Contents of Bidding Document****6. Bidding Document**

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

**Part 1 Bidding Procedures**

- Section1 Instructions to Bidders (ITB)
- Section2 Bid Data Sheet (BDS)
- Section3 Evaluation Methodology and Criteria
- Section4 Bidding Forms
- Section5 Eligible Countries

**Part 2 Statement of Requirements**

- Section6 Statement of Requirements

**Part 3 Contract**

- Section7 General Conditions of Contract(GCC)
- Section8 Special Conditions of Contract(SCC)
- Section9 Contract Forms

6.2 The Invitation to Bid is not part of the Bidding Document. In case of discrepancies between the Invitation to Bid and the Bidding Documents listed in ITB Clause 6.1 above, said Bidding Documents will take precedence.

6.3 The Public Body is not responsible for the incompleteness of the Bidding Documents and their addenda, if they were not obtained directly from the Public Body. Bidders who did not obtain the Bidding Document directly from the Public Body will be rejected during evaluation.

6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents. Failure to furnish all information or documentation required by the Bidding Documents may result in the rejection of the bid.

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

7.1 A prospective Bidder requiring any clarification of the Bidding Documents shall contact the Public Body in writing at the Public Body's address indicated in the BDS. The Public Body will respond in writing to any request for clarification, provided that such request is received no later than fifteen (15) days prior to the deadline for submission of bids. The Public Body shall forward copies of its response to all Bidders who have acquired the Bidding Documents directly from it, including a description of the inquiry but without reference to the identity of the prospective Bidder initiating the request. Should the Public Body deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under ITB Clause 8 and Sub-Clause 24.2.

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

**8. Modification to Bidding Documents**

8.1 Where the Public Body finds it necessary to introduce modification to the Bidding

Document on its initiative or on the basis of request for clarification by prospective Bidder, the Public Body may modify the Bidding Document at any time prior to the deadline for submission of bids.

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

### **9. Pre-Bid Conference**

- 9.1 If the Public Body deems it to be appropriate, it may hold a Pre-Bid Conference for prospective bidders who purchased a Bidding Document for clarification and discussion on the Bidding Document or modification thereto.
- 9.2 The Public Body shall give written notice to all bidders who purchased a bidding document to attend the Pre-Bid Conference, Notice will include time, date, and address where Pre-Bid Conference will be held.
- 9.3 The Public Body shall welcome all prospective bidders to attend this Pre-Bid Conference. To give all prospective bidders the opportunity to participate in the pre-bid conference, prospective bidders are limited to sending two representatives to this conference. All the costs of attending this conference will be borne by the prospective bidders.
- 9.4 The Public Body invites all prospective bidders to submit their questions / request for clarification by time and date and to the address indicated in BDS.
- 9.5 The Pre-Bid Conference shall be minuted. Copies of the minute shall be delivered to all prospective bidders who purchased the Bidding Document to enable them prepare their bid documents by incorporating the content of clarification or modification.

## **C. Preparation of Bids**

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

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

### **11. Language of Bid**

- 11.1 The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Public Body, shall be written in English.
- 11.2 Bids and supporting documents of Bidders prepared in a language other than language of bid shall have to be translated by a legally competent interpreter into language of bid and a copy of the translation has to be submitted together with the original documents,

especially where such documents pertain to the fundamental elements of the bid.

- 11.3 If the Public Body detects discrepancy between language of the original document and the translated version, it shall reject the documents unless such discrepancy constitutes minor deviation from the requirement stated in the Bidding Document.

## **12. Bid Prices**

- 12.1 The terms FOB.

- 12.2 Prices proposed on the Price Schedule Forms for Goods, shall be disaggregated, when appropriate as indicated in this sub-clause. This disaggregating shall be solely for the purpose of facilitating the comparison of bids by the Public Body. This shall not in any way limit the Public Body's right to contract on any of the terms offered:

(a). For goods:

- (i) The price of the goods quoted FOB, excluding any customs duties and sales and other taxes already paid or payable;
- (ii) The price for carriage and insurance of goods supplied from outside the Federal Democratic Republic of Ethiopia, in accordance with the Inco terms specified in the Special Conditions of Contract;

- 12.3 Prices quoted by the Bidder shall be fixed during the validity period of the Bid and throughout the Bidder's performance of the Contract and not subject to variation on any account. Bids submitted that are subject to price adjustment will be rejected.
- 12.4 If so indicated in BDS Sub-Clause 1.3, bids are being invited for individual contracts (lots) or for any combination of contracts (packages). Unless otherwise indicated in the BDS, prices quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer any price reduction for the award of more than one Contract shall specify in their bid the price reductions applicable to each package or, alternatively, to individual Contracts within the package. Price reductions shall be submitted in accordance with ITB Sub-Clause 12.4, and clearly indicated for each lot in such a way that it can be announced during the public Bid opening session.
- 12.5 Where a foreign Bidder uses local inputs to satisfy the required object of procurement under the contract, the portion of the total contract price representing such local expenditure shall be expressed in ETB in the Price Schedule of the Bidder.

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

- 13.1 For Goods and Related Services that the Bidder will supply from outside Ethiopia prices shall be expressed in the currency of any eligible country. Method of payment will be as per directive 66/2012.

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

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

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

- 15.1 If required in BDS, in order to proof that it has adequate financial resources to manage this Contract the bidder must present its financial data by completing relevant table in the form entitled Bidders Certification of Compliance that is furnished in Section 4, BiddingForms.
- 15.2 Along with the proof referred to in Clause 15.1 the documents that are required as proof of the bidder's financial standing are the following:
- (a). Financial statements certified by an independent auditor;
  - (b). Other documents as stated in the BDS.
- 16. Technical Qualifications, Competence, and Experience of the Bidder**
- 16.1 The Bidder must present a description of its company and organization, with

appropriate reference to any parent company and subsidiaries. The Bidder shall also include details demonstrating the Bidder's experience and ability in selling and servicing the Goods listed in Section 6, Statement of Requirements. Also, each Bidder shall include a description of how it plans to manage the work included in this Bidding Document in addition to its other ongoing projects.

- 16.2 This information shall be included in a separate form entitled Bidders Certification of Compliance that is furnished in Section 4, Bidding Forms.
- 16.3 As a proof of satisfactory execution of contracts the Bidder must provide Certificates of satisfactory execution of contracts, provided by the other contracting party to the contracts concerned in number and within the period specified in the BDS for similar sized/type contracts with a budget of at least that of this contract, unless otherwise specified in the BDS including contact information for verification and inspection so as to provide due diligence. Contact information should include, at a minimum: name, function, address, e-mail, and phone number. Each reference provided should be the client's responsible project administrator or a senior official of the client who is familiar with the Bidder's performance and with the Bidder's system capabilities, and who may be contacted by the Public Body during the evaluation process.
- 16.4 The Certificate of satisfactory execution of contracts shall include the following data:
- (a). The name and place of establishment of the contracting parties,
  - (b). The subject-matter of the contract,
  - (c). The value of the contract
  - (d). The time and place of performance of the contract,
  - (e). A statement concerning the satisfactory execution of contracts.
- 16.5 If, for objective reasons, such a certificate cannot be obtained from a contracting party, a statement issued by the bidder concerning satisfactory execution of contracts may also be valid, on presentation of proof that the certificate was requested.
- 16.6 If the Bidder(s) propose a joint venture all of the information listed above must be provided for all of the joint venture members. This information shall be in separate sections, one section per joint venture member. In addition, the Bid shall provide the agreements that support the relationships between joint venture members.
- 16.7 Unless otherwise specified in the BDS, the Public Body reserves the right to undertake physical checking of current Bidder's technical qualifications and competence in order to make sure that the Bidder has adequate qualifications to manage this Contract.

## **17. Documentary Technical Evidence**

- 17.1 To establish the conformity of the Goods to the Bidding Documents and to support details provided in the Section 6, Technical Specification and Compliance Sheet the Bidder shall furnish as part of its bid the documentary technical evidence, unless otherwise specified in the BDS.
- 17.2 The documentary evidence may be in the form of brochures, or data, and shall consist of a detailed description of the essential technical and performance characteristics of the Goods demonstrating substantial responsiveness of the Goods to those requirements,

and if applicable, a statement of deviations and exceptions to the provisions of the Statement of Requirements.

**18. Joint Venture or Consortium**

- 18.1 If bidder is a joint venture or consortium of two or more entities, the bid must be single with the object of securing a single contract; authorized person must sign the bid and will be jointly and severally liable for the bid and any contract. Those entities must designate one of their members to act as leader with authority to bind the joint venture or consortium. The composition of the joint venture or consortium must not be altered without the prior consent in writing of the PublicBody.
- 18.2 The bid may be signed by the representative of the joint venture or consortium only if he has been expressly so authorized in writing by the members of the joint venture or consortium, and the authorizing contract, notaries act or deed must be submitted to the Public Body. All signatures to the authorizing instrument must be certified in accordance with the national laws and regulations of each party comprising the joint venture or consortium together with the powers of attorney establishing, in writing, that

the signatories to the bid are empowered to enter into commitments on behalf of the members of the joint venture or consortium. Each member of such joint venture or consortium must prove to the satisfaction of the Public Body that they comply with the necessary legal, technical and financial requirements and have the wherewithal to carry out the contract effectively.

**19. Period of Validity of Bids**

- 19.1 Bids shall remain valid for the period specified in the BDS after the bid submission deadline prescribed by the Public Body. A bid valid for a shorter period may be rejected by the Public Body as non-responsive.
- 19.2 In exceptional circumstances, prior to expiry of the bid validity period, the Public Body may request Bidders to extend the period of validity of their bids. The request and the responses shall be made in writing.
- 19.3 Bidders who are not willing to extend their bid validity period for whatever reason shall be disqualified from the bid without having forfeited their bid security.
- 19.4 Bidders agreeing to the Public Body's request for extension of their bid validity period have to express in writing their agreement to such request and for how long they are willing to extend the period. Similarly, they have to amend the validity period of their bid security on the basis of the extension of the bid validity period they have agreed to, or alternatively, furnish new bid security to cover the extended period.
- 19.5 A bidder not agreeing to extend the validity period of his/its bid security shall be treated as a bidder refusing the Public Body's request for extension of bid validity period, and

as such, shall be disqualified from further bid proceeding.

**20. Bid Security**

- 20.1 Unless otherwise specified in the BDS, the Bidder shall furnish as part of its bid, a bid security in original form and in the amount and currency specified in the BDS. A copy of bid security, if submitted without original form, shall not be accepted.
- 20.2 The bid security shall be, at the Bidder's option, in any of the following forms:
- (a). An unconditional Bank Guarantee;
  - (b). An irrevocable Letter of Credit;
  - (c). Cash, check certified by a reputable bank or financial institution, or payable order; all from a reputable source from any eligible country. Securities issued by foreign banks or financial institutions shall be counter-guaranteed by commercial Bank of Ethiopian. The bid security shall be submitted either using the Bid Security Form included in Section 4, Bidding Forms, or in another substantially similar format approved by the Public Body. In either case, the form must include the complete name of the Bidder. The bid security shall be valid for twenty-eight days (28) beyond the end of the validity period of the bid. This shall also apply if the period for bid validity is extended.
- 20.3 The Bid Security of a Joint Venture shall be issued in the name of the Joint Venture submitting the bid provided the Joint Venture has legally been constituted, or else it shall be issued in the name of all partners proposed for the Joint Venture in the bid. Sanctions due to a breach of the terms of a Bid Security pursuant to ITB Clause 20.7 will apply to all partners to the Joint Venture.
- 20.4 Any bid not accompanied by a substantially responsive bid security, if one is required in accordance with ITB Sub-Clause 20.1, shall be rejected by the Public Body as non-responsive.
- 20.5 The bid security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the performance security pursuant to ITB Clause 44.
- 20.6 The bid security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract and furnished the required performance security.
- 20.7 The bid security may be forfeited:
- (a). If a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Submission Sheet, except as provided in ITB Sub-Clause 19.2; or
  - (b). If the successful Bidder fails to:
    - (i) Sign the Contract in accordance with ITB 42;
    - (ii) Furnish a performance security in accordance with ITB Clause 44; or
- 20.8 The bid security furnished by foreign bidders from a bank outside of Ethiopia has to be unconditional and counter guaranteed by local banks.

**21. Documents Comprising the Bid**

- 21.1 All bids submitted must comply with the requirements in the Bidding Document and comprise the following:
- 21.2 Mandatory documentary evidence establishing the Bidder's qualification is the following:
- (a). Bid Submission Sheet (form furnished in Section 4, Bidding Forms) including the following mandatory attachments:
    - (i) Business organization registration certificate or trade license issued by the country of establishment;
    - (ii) Relevant professional practice certificates, as appropriate.
  - (b). Bidder Certification of Compliance (form furnished in Section 4, Bidding Forms) including the following mandatory attachments:
    - (i) Written statement by a power of attorney (or notary statement, etc.) proving that the person, who signed the bid on behalf of the company/joint venture/consortium, is duly authorized to do so, as stipulated in ITB Clause 22.2;
    - (ii) Documents required in the BDS Clause 15.2 as proof of the bidder's financial standing;
    - (iii) Certificates of satisfactory execution of contracts provided by contracting parties to the contracts successfully completed in the course of the period as specified in the BDS with a budget of at least that of this contract, unless otherwise specified in the BDS Clause 16.3.
  - (c). Technical Specification + Technical Offer + Compliance Sheet (it should be presented as per template furnished in Section 6, Statement of Requirements) with detailed description of the proposed Goods and Related Services in compliance with the minimum technical requirements, including, if necessary, separate sheets or documentation for details. Technical Specification + Technical Offer + Compliance Sheet Form must include the following mandatory attachments:
    - (i) Descriptive technical literature in accordance with ITB Clause 17 (if required in BDS);
    - (ii) (d). Delivery and Completion Schedule;
  - (e). Bid Security, in accordance with ITB Clause 20;

- (f). In the case of a bid submitted by a joint venture (JV), the Form Data on Joint Ventures, the Agreement governing the formation of joint venture, or letter of intent to form JV, including a draft agreement, in accordance with ITB Clause 4.1.
- (g). Price Schedule for the Goods and Related Services offered (it should be presented as per template furnished in Section 4, Bidding Forms) and if necessary completed by separate sheets for the details.
- (h). Any other document or information required to be completed and submitted by Bidders, as specified in the BDS

## 22. Format and Signing of Bid

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

### D. Submission and Opening of Bids

## 23. Sealing and Marking of Bids

- 23.1 The Bidder shall enclose the original and each copy of the bid, “ORIGINAL” and “COPY.” These envelopes containing the original and the copies shall then be enclosed in one single envelope.
- 23.2 The inner and outer envelopes shall:
  - (a). Be addressed to the Public Body in accordance with ITB Sub-Clause 2.1;
  - (b). Bear the subject of the procurement or the Project name, and procurement reference number indicated in the BDS;
  - (c). Bear the words “**Not to be opened before the time and date for bid opening**”.
- 23.3 The outer envelopes shall also indicate the name and address of the Bidder to enable the

bid to be returned unopened in case it is declared “late” pursuant to ITB Clause 25.1.

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

#### **24. Deadline for Submission of Bids**

- 24.1 Bidders may always submit their bids by registered post or by hand. Bids must be received by the Public Body at the address and no later than the date and time indicated in the BDS.

- 24.2 The Public Body may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB Clause 8, in which case all rights and obligations of the Public Body and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

#### **25. Late Bids**

- 25.1 The Public Body shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB Clause 24. Any bid received by the Public Body after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.

#### **26. Withdrawal, Substitution, and Modification of Bids**

- 26.1 A Bidder may withdraw, substitute, or modify its bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB Sub-Clause 22.2, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be:

- (a). Submitted in accordance with ITB Clauses 22 and 23 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked “Withdrawal,” “Substitution,” “Modification;” and
- (b). Received by the Public Body prior to the deadline prescribed for submission of bids, in accordance with ITB Clause 24.

- 26.2 Bids requested to be withdrawn in accordance with ITB Sub-Clause 26.1 shall be returned unopened to the Bidders. Bid withdrawal notices received after the bid submission deadline will be ignored, and the submitted bid will be deemed to be a validly submitted bid.

- 26.3 No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and expiry of the period of bid validity specified by the Bidder on the Bid Submission Sheet or any extension thereof.

#### **27. Bid Opening**

- 27.1 The Public Body shall conduct the bid opening in the presence of Bidders` designated representatives who choose to attend, and at the address, date and time specified in the BDS. The opening of the bid shall not be affected by the absence of the bidders on their

own will.

- 27.2 First, envelopes marked “WITHDRAWAL” shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening. Next, envelopes marked “SUBSTITUTION” shall be opened and read out and exchanged with the corresponding bid being substituted, and the substituted bid shall not be opened, but returned to the Bidder. No bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at bid opening. Envelopes marked “MODIFICATION” shall be opened and read out with the corresponding bid. No bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at bid opening. Only envelopes that are opened and read out at bid opening shall be considered further.
- 27.3 All other envelopes shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the Bid Prices, including any discounts and alternative offers; the presence of a bid security, if required; and any other details as the Public Body may consider appropriate. Only discounts and alternative offers read out at bid opening shall be considered for evaluation. No bid shall be rejected at bid opening except for late bids, in accordance with ITB Sub-Clause 25.1.
- 27.4 The Public Body shall prepare a record of the bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification; the Bid Price, per lot if applicable, including any discounts and alternative offers; and the presence or absence of a bid security, if one was required. The Bidders’ representatives who are present shall be requested to sign the record. The omission of a Bidder’s signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.
- 27.5 Any bid document not opened and read out during the bid opening proceeding shall not be considered for further evaluation.

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

#### **28. Confidentiality**

- 28.1 Information relating to the examination, evaluation, clarification, and comparison of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until information on Contract award is communicated to all bidders.
- 28.2 Any effort by a Bidder to influence the Public Body in the examination, evaluation, and comparison of the bids or Contract award decisions may result in the rejection of its bid.
- 28.3 Notwithstanding ITB Sub-Clause 28.2, from the time of bid opening to the time of Contract award, if any Bidder wishes to contact the Public Body on any matter related to the bidding process, it should do so in writing.

**29. Clarification of Bids**

- 29.1 To assist in the examination, evaluation, and comparison of the bids, the Public Body may, at its sole discretion, ask any Bidder for a clarification of its bid. Any clarification submitted by a Bidder that is not in response to a request by the Public Body shall not be considered. The Public Body's request for clarification and the response shall be in writing. No change in the prices or substance of the bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Public Body in the evaluation of the bids, in accordance with ITB Clause 32.
- 29.2 If a Bidder does not provide clarifications of its bid by the date and time set in the Public Body's request for clarification, its bid may be rejected.

**30. Responsiveness of Bids**

- 30.1 The Public Body's determination of a bid's responsiveness is to be based on the contents of the bid itself.
- 30.2 A substantially responsive bid is one that conforms to all the terms, conditions, and specifications of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:
- (a). If accepted, would,
    - (i) Affect in any substantial way the scope or quality of the Goods specified in the Contract; or
    - (ii) Limits in any substantial way, inconsistent with the Bidding Documents, the Public Body's rights or the Bidder's obligations under the Contract; or
  - (b). If rectified would unfairly affect the competitive position of other Bidders presenting substantially responsive bids.
- 30.3 If a bid is not substantially responsive to the salient requirements of the Bidding Documents it shall be rejected by the Public Body and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.
- 30.4 Decisions to the effect that a bid is not substantially responsive must be duly justified in the evaluation minutes.

**31. Nonconformities and Omissions**

- 31.1 Provided that a bid is substantially responsive, the Public Body may waive any non-conformity or omissions in the bid that does not constitute a material deviation.
- 31.2 Provided that a bid is substantially responsive, the Public Body may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the bid related to

documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price of the bid. Failure of the Bidder to comply with the request may result in the rejection of its bid.

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

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

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

- (a). If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Public Body there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
- (b). If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- (c). If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

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

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

**33. Preliminary Examination of Bids**

- 33.1 The Public Body shall examine the bids to confirm that all documentary evidence establishing the Bidder's qualification requested in ITB Clause 21 have been provided, and to determine whether bid comply with administrative requirements of the Bidding Document.
- 33.2 From the time the Bids are opened to the time the Contract is awarded, the Bidders should not contact the Public Body on any matter related to its Bid. Any effort by Bidders to influence the Public Body in the examination, evaluation, ranking of Bids, and recommendation for award of Contract may result in the rejection of the Bidders' Bid.
- 33.3 The Public Body may determine bid as not responsive when:
- (a). Bidder has failed to submit Written statement by a power of attorney (or notary statement, etc.) proving that the person, who signed the bid on behalf of the company/joint venture/consortium, is duly authorized to do so (ITB Sub-clause 22.2);
  - (b). Original and all copies of the bid are not typed or written in indelible ink and signed by a person duly authorized to sign on behalf of the Bidder (ITB Sub-clause 22.2);
  - (c). All pages of the bid, except for non-amended printed descriptive literature, are not signed or initialed by the person signing the bid (ITB Sub-clause 22.2);
  - (d). Bid is not written in language specified in the ITB Clause 11.1;
  - (e). Bidder has failed to submit signed and dated Bid Submission Sheet Form; (f). Bidder has failed to submit signed and dated Price Schedule Form;
  - (g). Bidder has failed to submit signed and dated Bidder Certification of Compliance Form;
  - (h). Bidder has failed to submit signed and dated Technical Specification + Technical Offer+ Compliance Sheet Form;
  - (i). Bidder has failed to submit signed and dated Delivery and Completion Schedule; (j). Bidder has failed to submit signed and dated Bid Security;
  - (k). The Bid Security is not in accordance with ITB Clause 20.

**34. Legal, Professional, Technical, and Financial Admissibility of Bids**

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

**34.2 Legal admissibility**

The Public Body may determine bid as not responsive when:

- (a). Bidder does not have nationality in accordance with ITB Sub-Clause 4.2;
- (b). Bidder is found to have a conflict of interest as described in ITB Sub-Clause 4.3

- (c). Bidder has failed to submit valid business license indicating the stream of business in which the bidder is engaged in accordance with ITB Clause4.6(b)(i);
- (d). Foreign Bidder has failed to submit business organization registration certificate or valid trade license issued by the country of establishment, in accordance with ITB Clause4.6(c);
- (e). Bidder has been debarred by PPPAA for breach of its obligation under previous counteract with PPPAA shall be rejected , in accordance with ITB Clause4.4.
- (f). In the case of a bid submitted by a joint venture (JV), the Bidder has failed to submit the Form Data on Joint Ventures, the Agreement governing the formation of joint venture, or letter of intent to form JV, including a draft agreement, in accordance with ITB Clause4.1

### **34.3 Professionaladmissibility**

The Public Body may determine bid as not responsive when:

- (a). Bidder has failed to submit relevant testimonial practice certificates, if required in BDS Clause4.6(b)(iv);
- (b). Bidder has failed to provide in the Bidder Certification of Compliance Form information related to its professional qualification and capability for the period specified in the BDS Clause14.1;

### **34.4 Technicaladmissibility**

The Public Body may determine bid as not responsive when:

- (a). Bidder has failed to provide in the Bid Submission Sheet Form the Statement attesting the origin of the Goods offered;
- (b). Bidder has failed to provide in the Bidder Certification of Compliance Form information about major relevant contracts successfully completed in the number and period specified in theBDS;
- (c). Bidder has failed to submit Certificates of satisfactory execution of contracts provided by contracting parties to the contracts successfully completed in the period and budget as specified in the BDS Clause16.3;
- (d). Bidder has failed to complete its Technical Specification + Technical Offer+ Compliance Sheet Form in accordance with technical specification presented as per template in Section 6, Statement of Requirements and submit the following mandatoryattachments;
  - (i) Bidder has failed to submit Descriptive technical literature in accordance with ITB Clause17;

- (e). Bidder has failed to submit signed and dated Delivery and Completion Schedule presented as per template in Section 6, Statement of Requirements

**34.5 Financial Admissibility**

The Public Body may reject any bid when:

- (a). Bidder has failed to submit financial statements certified by an independent auditor as required in ITB Clause 15.2(a) for the period specified in Section 3, Evaluation Methodology and Criteria;
- (b). Bidder has failed to submit other documents proofing its financial standing, as required in the BDS Clause 15.2(b);
- (c). The average annual turnover for the period specified in Section 3, Evaluation Methodology and Criteria does not exceed the amount of the financial proposal of the Bid in value specified in the BDS.
- (d). Bidder has failed to calculate Bid Prices for the Goods and Related Services offered as prescribed in ITB Clause 12; and
- (e). Bidder has failed to quote prices in currency specified in the BDS in accordance with ITB Clause 13.

**35. Evaluation of Bids**

35.1 The Public Body shall evaluate each bid that has been determined, up to this stage of the evaluation, to be substantially responsive.

35.2 For evaluation and comparison purposes, the Public Body shall convert all bid prices expressed in the amounts in various currencies into a single currency indicated in BDS, using the selling exchange rate established by the National Bank of Ethiopia and on the date of the Bid opening.

35.3 To evaluate a bid, the Public Body shall only use all the criteria and methodologies defined in this Clause and in Section 3, Evaluation Methodology and Criteria. No other criteria or methodology shall be permitted.

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

(a). The bid price;

Price adjustment due to discounts offered in accordance with ITB Sub-Clause 12.4;

- (b). Converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITB Sub-Clause 35.2;
- (c). Adjustment for nonconformities and omissions in accordance with ITB Sub-Clause 33;
- (d). Application of all the evaluation factors, if indicated in Section 3, Evaluation

**Methodology and Criteria.**

35.5 The Public Body's cost evaluation of a bid may require the consideration of other factors, in addition to the Bid Price quoted in accordance with ITB Clause 12. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The factors to be used, if any, and the methodology of application shall be indicated in Section 3, Evaluation Methodology and Criteria.

35.6 If these Bidding Documents allow Bidders to submit a Bid for different lots, and the award to a single Bidder of multiple lots, the methodology of evaluation to determine the lowest evaluated lot combinations, including any discounts offered in the Bid Submission Sheet, is specified in the BDS and detailed in Section 3 Evaluation Methodology and Criteria.

**36. Comparison of Bids**

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

**37. Post-qualification Evaluation**

37.1 After identifying the successful bidder by evaluating the bid documents against the criteria set forth in this Bidding Document the Public Body shall conduct post qualification evaluation to establish the current qualification of the successful bidder where it feels that it has to be ascertained.

37.2 Such post qualification evaluation of the successful bidder may relate to submission of the documentary evidence specified in ITB Clause 37, unless satisfactory documents are already included in the Bid, concerning its current legal, professional, technical, and financial standing and conformity to the requirements stated in this Bidding Document.

37.3 If the successful bidder fails to provide this documentary proof within 15 calendar days following the Public Body's request or if the successful bidder is found to have provided false information its Bid shall be disqualified, in which event the Public Body shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

**38. Acceptance or Rejection of Bids**

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

**39. Re-advertising bids**

39.1 The Public Body may issue invitation to bid for a second time under the following circumstances:

- (a). Where the Invitation to Bid has been unsuccessful, namely where no qualitatively or financially worthwhile Bids have been received.

- (b). Where the best price offered by a bidder is significantly higher than the market price estimate of the object of procurement made by the Public Body prior to the issuance of the invitation to bid.
- (c). Where it is concluded that noncompliance with the rules and procedures governing bids prescribed by the Proclamation and Procurement Directive led to the failure of the invitation to bid to attract more than one bidder, or where it is believed that modifying the bidding document could attract adequate number of bidders.
- (d). Circumstances of Force Majeure render normal implementation of the Contract impossible.

#### **F. Award of Contract**

##### **40. AwardCriteria**

- 40.1 The Public Body shall award the Contract to the Bidder whose bid has been determined to be the highestevaluatedbid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contractsatisfactorily.

##### **41. Right to Vary Quantities at Time of Award**

- 41.1 At the time the Contract is awarded, the Public Body reserves the right to increase or decrease the quantity of Goods and scope of Related Services originally specified in Section 6, Statement of Requirement, provided this does not exceed the percentages indicated in the BDS, and without any change in the unit prices or other terms and conditions of the bid and the BiddingDocuments.

##### **42. Announcing and Awarding of the SuccessfulBidder**

- 42.1 Prior to expiry of the period of bid validity, the Public Body shall notify in writing the result of a bid evaluation to all bidders alike at the sometime.
- 42.2 The letter of notification to be disclosed to the unsuccessful bidders on the technical evaluation shall state the reason why they did not succeed in their bid and the identity of the successful bidder
- 42.3 A letter of award to be sent by the Public Body to a successful bidder shall not constitute a contract between him and the Public Body. A contract shall be deemed to have been concluded between the Public Body and the successful bidder only where a contract containing detailed provisions governing the execution of the procurement in issue assigned.
- 42.4 A letter of contract award to be sent to a successful bidder may contain the following information:
  - (a). That the Public Body has accepted his bid;
  - (b). The total contract price;

- (c). The list of items and their respective unit price;
- (d). The amount of the performance security the successful bidder is required to furnish and the deadline for providing such security.

**43. Signing of Contract**

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

**44. Performance Security**

- 44.1 Within fifteen (15) days from signing the contract the successful Bidder shall furnish the performance security in accordance with the GCC, using for that purpose the Performance Security Form included in Section 9, Contract Forms, or another form acceptable to the Public Body.
- 44.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for annulment of the award and forfeiture of the bid security.
- 44.3 Where the successful bidder cannot or is unwilling to sign a contract or submit the above-mentioned Performance Security, the Public Body may either declare the bidder submitting the second lowest evaluated bid the successful bidder or invite such bidder to sign a contract or advertise the bid afresh by assessing the benefit of the two options.

**Section2. Bid DataSheet**

**Table of Contents**

<b>A.</b>	<b>Introduction</b>	<b>1</b>
<b>B.</b>	<b>Bidding Documents</b>	<b>3</b>
<b>C.</b>	<b>Preparationof Bids</b>	<b>3</b>
<b>D.</b>	<b>Submission and Openingof Bids</b>	<b>6</b>
<b>E.</b>	<b>Evaluation, and Comparisonof Bids</b>	<b>6</b>
<b>F.</b>	<b>Awardof Contract</b>	<b>7</b>

## Section 2. Bid Data Sheet (BDS)

Instructions to Bidders (ITB) reference	Data relevant to ITB
<b>A. Introduction</b>	
<b>ITB 1.1</b>	The Public Body is: <b>Ministry of Trade and Industry on behalf of Ethiopian Trading Businesses Corporation</b>  Registered Address: <b>Addis Ababa, Ethiopia</b>
<b>ITB 1.1</b>	The Bidding Document is issued under Procurement Method:  <b>Request for Proposal (RFP)</b>
<b>ITB 1.2 and 23.2(b)</b>	The Project name is: <b>Procurement of Parboiled Rice on behalf of Ethiopian Trading Businesses Corporation</b>  General description of Goods that are subject of the procurement is: <b>Procurement of 170,300 MT Parboiled Rice.</b>
<b>ITB 1.3 and 23.2(b)</b>	The Procurement Reference Number is: <b>MoTIn/ETBC/RFP/03-2/2013</b>
<b>ITB 4.1(a)</b>	The individuals or firms in a joint venture, consortium or associations <b>shall be jointly and severally liable.</b>
<b>ITB 4.5(b)(ii)</b>	Relevant professional practice certificate shall be required.

Instructions for Bidders (ITB) reference	Data relevant to ITB
<b>ITB 4.5 and ITB 17</b>	<p>A Bidder shall provide evidence of its eligibility and documentary technical evidence with the following documents in a form manner that is consistent with this bid document:</p> <ol style="list-style-type: none"> <li>1. Copies of audited annual report for the past (two) years certified by an independent auditor.</li> <li>2. Valid Business license indicating the stream of business in which the Bidder is engaged related with commodity.</li> <li>3. Authenticated Joint venture agreement (if applicable).</li> <li>4. Other documents specified in part 2, Section 6- "Statement of Requirements"</li> <li>5. signed &amp; stamped Anti-Bribery Pledge Forms</li> <li>6. Bidder Certification of Compliance must be filled by prospective bidders.</li> <li>7. Name &amp; Address of the bidders and his Agent</li> <li>8. Authenticated Power of Attorney</li> <li>9. Copies of original document defining the constitutional or legal status, place of registration and principal place of business.</li> <li>10. Past experience at least five year.</li> </ol>
<b>ITB 5.3</b>	The Bidder shall be required to include with its bid country of origin.

<b>B. Bidding Documents</b>																			
<b>ITB 7.1 and 7.2</b>	<p>For <b>questions and/or <u>clarification purposes</u></b> only, the Public Body's address is:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;">Public Body:</td> <td><b>Ministry of Trade and Industry on behalf of Ethiopian Trading Businesses Corporation</b></td> </tr> <tr> <td>Attention:</td> <td><b>Ministry of Trade and Industry</b></td> </tr> <tr> <td>Floor/Room number:</td> <td>1<sup>st</sup> floor/110</td> </tr> <tr> <td>P.O. Box:</td> <td>704</td> </tr> <tr> <td>Street Address:</td> <td>AratKillo behind Tourist Hotel</td> </tr> <tr> <td>Town/City:</td> <td>Addis Ababa/</td> </tr> <tr> <td>Post Code:</td> <td>704</td> </tr> <tr> <td>Country:</td> <td>Ethiopia</td> </tr> <tr> <td>Telephone:</td> <td><b>0118583151 Or 0115532015</b></td> </tr> </table>	Public Body:	<b>Ministry of Trade and Industry on behalf of Ethiopian Trading Businesses Corporation</b>	Attention:	<b>Ministry of Trade and Industry</b>	Floor/Room number:	1 <sup>st</sup> floor/110	P.O. Box:	704	Street Address:	AratKillo behind Tourist Hotel	Town/City:	Addis Ababa/	Post Code:	704	Country:	Ethiopia	Telephone:	<b>0118583151 Or 0115532015</b>
Public Body:	<b>Ministry of Trade and Industry on behalf of Ethiopian Trading Businesses Corporation</b>																		
Attention:	<b>Ministry of Trade and Industry</b>																		
Floor/Room number:	1 <sup>st</sup> floor/110																		
P.O. Box:	704																		
Street Address:	AratKillo behind Tourist Hotel																		
Town/City:	Addis Ababa/																		
Post Code:	704																		
Country:	Ethiopia																		
Telephone:	<b>0118583151 Or 0115532015</b>																		
<b>ITB 7.1 and 7.2</b>	The deadline for submission of questions and/or clarifications is: until the date 15 days for submitting of the bid document.																		
<b>C. Preparation of Bids</b>																			
<b>ITB 12</b>	<b>The Inco terms edition is: 2020.</b>																		
<b>ITB 12.2(ii)</b>	<p>Bidders shall be required to quote <b>FOB Price</b> in accordance with the bidding document section 4(B) Price Schedule for Goods.</p> <p><b>Note:</b>-The bidder must state the loading ports both on technical and financial offer. Otherwise, it shall be sufficient reason for rejection.</p>																		
<b>ITB 12.3</b>	The prices quoted by the Bidder shall be: <b>Fixed</b>																		
<b>ITB 12.4</b>	Prices quoted for each Item shall correspond to hundred percent (100%) of the items specified in the bid.																		

<b>ITB 14.1</b>	Bidder must provide in the Bidder Certification of Compliance Form information related to its professional qualification and capability as per described in Section four (bidding form) at least for <b>the previous Five (5) years</b> in order to proof its professional capacity.
<b>ITB 15.2(b)</b>	As a proof of the bidder's financial standing the following documents need to be furnished (a). <b>Audit Report</b> (not Financial statement) certified by an independent auditor; (b). Other documents as stated in the BDS;
<b>ITB 16.7</b>	The Public Body shall be undertaking physical checking of current Bidder's technical qualifications and competence.
<b>ITB 19.1</b>	<b>Alternative Bids shall not be considered.</b>

ITB 19.1	<p>The bid validity period shall be: thirty (30) days starting from bid opening date.</p> <p><b>Any bidders who give the price validity date below thirty (30) days shall be rejected.</b></p> <p><b>Conditional Bid validity Period is not accepted.</b></p>
ITB 19.1	<p>A bid security shall be required.</p> <p>The amount and currency of the bid security shall be:</p> <p><b>ETB 500,000.00 (Five hundred thousand Birr)</b> or equivalent amount in easily convertible hard currency in the form of an unconditional Bank Guarantee and /or CPO. <b>NB:-</b></p> <ul style="list-style-type: none"> <li>• The bank guarantee from a banking institution recognized by the purchaser located in any eligible country should be counter guaranteed by any local Commercial Banks.</li> <li>• Unconditional bank guarantee should be submitted in its original form; copies will not be accepted.</li> <li>• Bid security shall be issued in the name of <b>Ministry of Trade and Industry</b>.</li> </ul>
ITB 23.1	<p>In addition to the original of the bid, the number of copies shall be required is: <b>01 (one)</b>.</p>
ITB 23.1	<p>Bidders <b>Shall be</b> required to submit bid documents in <b>three envelopes</b> containing the bid bond, technical and financial proposals separately.</p> <p style="text-align: center;"><b><u>Technical Offer</u></b></p> <p>The Bidder shall prepare and submit one original and One copy of the technical part of the bid clearly marking each as “<b>Original</b>” &amp; “<b>Copy</b>”. In the event of any Discrepancy between them, the Original shall govern. Bidders shall Not indicate their price in their offer. The inclusion of any information in Technical offer that can indicate the price directly or indirectly <b>shall be rejected</b>.</p> <p style="text-align: center;"><b><u>Financial Offer</u></b></p> <p>The Bidder shall prepare and submit one original and One copy of the Financial offer (Bid price Schedule) in separately sealed envelopes, clearly marking each as “<b>Original</b>” &amp; “<b>Copy</b>”.</p> <p style="text-align: center;"><b><u>BID Guarantee</u></b></p> <p>The Bidders shall submit the <b>BID BOND/Guarantee</b> in a separate/third/ envelope clearly marking it bid guarantee.</p> <p>The three envelopes shall then be enclosed inside one big envelope, all together, and the bidder shall seal and mark the big envelope.</p> <p>The original and the copies of the bid shall be typed or written in indelible ink and <b><u>shall be stamped and signed</u></b> by the Bidder or person or persons duly authorized to bind the bidder to the contract. All pages of the bid, except for printed literature, shall be initialled by the person or persons signing the bid.</p>

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

All documentary technical evidence shall be submitted with technical envelop.; **Notarized joint venture agreement, Signed and stamped Anti-bribery pledge form and Other documents as stated in the BDS shall be submitted with technical envelop.**

Envelope 1 (Technical document) and envelope 3 (Bid Bond) will be opened at the opening date and envelope 2 (Financial document) will be kept unopened. **Envelope 2 will be opened after finalization of technical evaluation.** The financial envelope of the technically failed (unqualified) bidder will be returned unopened

**N.B.**

- **The loading port/ports shall be stated on technical and financial Documents.**
- **The Bidder shall provide Bid Submission Sheet in both Financial and Technical document. But Bidders shall not indicate their price in their technical offer.**
- **All pages of the bid, except for printed literature, should be initialed and stamped by the Authorized person or persons signing the bid unless enough reason forrejection.**
- **Both technical and financial offer must have consecutive pagenumbers.**

**D. Submission and Opening of Bids**

ITB 24.1

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

Public Body:	<b>Ministry of Trade and Industry</b>
Attention:	Mrs.HaimanotTibebu
Floor/Room number:	1 <sup>st</sup> floor/110
P.O. Box:	704
Street Address:	AratKillo behind Tourist Hotel
Town/City:	Addis Ababa
Post Code:	704
Country:	Ethiopia

**The deadline for bid submission is:****Date: 20 April 2021****Time: 10:00 am**

ITB 27.1

**The bid opening shall take place at:**

Public Body:	<b>Ministry of Trade and Industry</b>
Floor/Room number:	1 <sup>st</sup> floor/110
Street Address:	AratKillo behind Tourist Hotel
Town/City:	Addis Ababa
P.O. Box:	704
Country:	Ethiopia
<b>Date:</b>	<b>XXXXXXXXXX</b>
<b>Time:</b>	<b>XXXXXXXXXX</b>

**E. Evaluation and Comparison of Bids**

<b>ITB 34.2</b>	Bidder has to confirm that he accepts the correction of the calculation error within <b>three (3) working days</b> .
<b>ITB 35.2</b>	The currency that shall be used for bid evaluation and comparison purposes to convert all bid prices expressed in various currencies into a single currency is: <b>Ethiopian Birr</b> , using the selling exchange rate established by <b>the National Bank of Ethiopia</b> and on the date of the Bid (Price offer) opening.
<b>F. Award of Contract</b>	
<b>ITB 41.1</b>	<p>The percentage by which quantities may be increased is: <b>20%</b></p> <p>The percentage by which quantities may be decreased is: <b>20%</b></p> <p><b>NB. This is the buyer's right only</b></p>
<b>Section three Evaluation Methodology and Criteria</b>	<p>An agreement shall be signed with the successful bidder for a supply of the Parboiled Rice with more than one supplier in order of their rank in the bid evaluation result under the following conditions:-</p> <ol style="list-style-type: none"> <li>1. If the quantity of goods to be supplied under the agreement is out of proportion with the capacity of the selected supplier;</li> <li>2. Where it is felt to be appropriate to extend to more than one supplier the opportunity to sale to the government, considering the number of suppliers in the market having the potential to supply the requirements in a contract of similar magnitude.</li> <li>3. Contract shall be signed with the invited suppliers willing to supply with the Price offered by the selected supplier.</li> <li>4. These selected suppliers shall be given priority of choice on matter pertaining to the contract.</li> <li>5. The share of the selected supplier in the supply of goods in which more than one supplier participates shall not be less than 60% of the total value of the procurement.</li> </ol> <p>NOTE</p> <p><b><u>THE BUYER SHALL MAKE AN AGREEMENT WITH AT LEAST TWO SUPPLIER</u></b></p>

## **Section 3. Evaluation Methodology and Criteria**

### **Table of Contents**

<b>1. Professional, Technical, and Financial Qualification Criteria</b>	<b>1</b>
<b>2. Determining the Successful Bid</b>	<b>1</b>
<b>3. Evaluation of Multiple Contracts</b>	<b>4</b>

**[Note to Public Body:**

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

**1. Technical, and Financial Qualification Criteria**

The following qualification criteria will be applied to Bidders.

**Those bidders who want to participate by his name or sister company's name or joint venture or association or consortium shall be free from federal Public Procurement and Property Administration Agency Debarment for any nonperformance in Ethiopia. Unless, this is sufficient reason for rejection.**

**Determining the Successful Bid**

Provided all mandatory legal, professional, technical, and financial requirements have been met all technically compliant Bids shall be evaluated and scored using the two-stage bid evaluation and scoring method. In accordance with ITB Clause 35.4(d), the Public Body's evaluation of the Bid will take into account, in addition to the bid price, the following additional evaluation criteria in order of their importance and their proportional weight in the total system of evaluation, as specified below:

**1. Financial Standing**

S.No	Financial Standing; Copies of audited annual report for the past(two) years certified by an independent auditor	Weigh
1	The average annual turnover calculated as total certified payments received for contracts in progress or completed within the last <b>two (2) recent consecutive Years must exceed or equal to i.e. [(year one +year two) divided by 2]= average annual turnover amount:</b>	<b>5%</b>

- ❖ **For highest performance, full weigh or point shall be given.**
- ❖ **For lower performance, proportional weight or point shall be given.**

## 2. Experience of the Bidder

S.No	Technical Qualifications, Competence, and Experience of the Bidder	Weight
1	The Bidder has successfully completed contracts in the past <b>Five (5) years</b> ;	<b>5%</b>

- ❖ For highest experience, full weight or point shall be given.
- ❖ For lower experience, proportional weight or point shall be given.

## 3. Utilization of Proceeds (45%)

### 3.1. Investing 50-100% proceeds in Ethiopia (25%)

S.No	Utilization of Proceeds	Weight
1	Investing 50-100% proceeds in Ethiopia	<b>25%</b>

- ❖ For highest percent, full weight or point shall be given.
- ❖ For lower percent, proportional weight or point shall be given.

### 3.2. Partial Investment of Proceeds in Ethiopia (10%)

S.No	Partial Investment of Proceeds in Ethiopia	Weight
1	From Proceeds 10%-19%	<b>2.5%</b>
2	From Proceeds 20%-29%	<b>5%</b>
3	From Proceeds 30%-39%	<b>7.5%</b>
4	From Proceeds 40 < x < 50%	<b>10%</b>

- ❖ For highest percent, full weight or point shall be given.
- ❖ For lower percent, proportional weight or point shall be given.

### 3.3. Repatriate (10%)

S.No	Repatriate	Weight
1	After 2 Years	<b>2.5%</b>
2	After 3 Years	<b>5%</b>
3	After 4 Years	<b>7.5%</b>
4	After 5 Years	<b>10%</b>

- ❖ For the longest repatriate period, highest weight or point shall be given.
- ❖ For shorter repatriate period, proportional weight or point shall be given.

## 4. Price of the Commodity (40%)

S.No	Price of the Commodity	Weight
1	Price of the Commodity	<b>40%</b>

- ❖ For least price, full weight or point shall be given.
- ❖ For higher prices, proportional weight or point shall be given.

**5. Delivery Time (5%)**

S.No	Delivery Time	Weigh
1	Delivery Time	5%

**Bidders getting less than 70% in the evaluation shall be rejected and the envelopes containing the financial proposals of those bidders scoring 70% and above shall be opened.**

**From the total merit points to be given for proposals submitted by bidder the share of Technical Proposal shall be 60% and the remaining 40% shall be the share of Financial Proposal.**

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

- 2.1 Individual weighted scores for all technical criteria shall be weighted according to the set proportional weighting factors. The weighted result shall be calculated by multiplying the score by the proportional weighting factor of the individual criterion. The total score for the Bid determined through this method will be the basis for ranking Bids.
- 2.2 The Public Body may require bidders scoring equal merit points in the evaluation to submit further proposals on certain aspects of the bid with a view to identifying the successful bidder.
- 2.3 Where by reason of the bidders scoring equal merit points not submitting final proposals they are invited to submit, or by reason of the evaluation result of the final proposals submitted by the bidders being still equal, the successful bidder cannot be singled out, the successful bidder shall be determined by casting lot in the presence, as far as possible, of the bidders concerned.

In accordance with ITB Clause 33.3(e), the Procuring Entity's evaluation of a bid will take into account, in addition to the bid price, the following factors, which will be quantified as specified in 1.2 below:

**A) FUNDAMENTAL REQUIREMENTS**

**(B) NON- TECHNICAL (OPERATIONAL) REQUIREMENTS**

**(C) TECHNICAL REQUIREMENTS**

1.2 The factors specified in 1.1 above will be quantified as follows:

**A. FUNDAMENTAL REQUIREMENTS**

1. Delivery: Seller shall confirm and advice latest delivery time to load port for sea shipment. (please note that the requirement is extremely urgent and delivery date proposals will be considered seriously)
2. All bids shall be prepared and must be written in English.
3. The original and the copies of all bids shall be typed or written in indelible ink and shall be signed by the bidder or person(s) duly authorize to bind the bidder to the contract. All pages shall be initialed by the above said body.
4. If there are errors, erasures, or over writings it shall be valid only if the authorized person or persons initial them.

**B. NON – TECHNICAL (OPERATIONAL) REQUIREMENT**

1. The Bidder must complete the bid form and the appropriate price schedule furnished in the bidding document.
2. The bid price shall remain valid for **30 working days** from the date of the bid opening.
3. Unit prices of each item shall be indicated clearly.
4. If the bidder did not manufacture or produce the bid item, it has to be duly authorized by the good's manufacturer or producer to supply the goods in the purchaser's country.
5. The bidder should have the financial, technical and production capability necessary to perform the contract.
6. Bidders should complete the qualification questionnaire and submit such other information in support thereof, which will clarify and assist the purchaser in determining the bidder's ability to perform.
7. Quotation should be issued only by bidders direct. Local agent's quotation will not be accepted.
8. Delivery of the item shall be delivered to loading port.

**C. TECHNICAL REQUIREMENT**

For the technical evaluation of bid offered, a technical data sheet or compliance sheet has to be fulfilled in order to see how technical requirement are deviated from specification requirement.

**2. Evaluation of Multiple Contracts**

Since in accordance with ITB Sub-Clause 36.6 the Procuring Entity shall be allowed to award one or multiple lots to more than one Bidder, the following methodology shall be used for award of multiple contracts:

To determine the lowest-evaluated lot combinations, the Procuring Entity shall:

- (a) Evaluate only lots or contracts that include at least the percentages of items per lot and quantity per item as specified in ITB 14.8
- (b) Take into account:
  - (i) The lowest-evaluated bid for each lot that meets the requirement of evaluation criteria;
  - (ii) The price reduction per lot and the methodology for their application as offered by the Bidder in its bid; and
  - (iii) The contract-award sequence that provides the optimum economic combination, taking into account any limitations due to constraints in supply or execution capacity determined in accordance with the post-qualification criteria, as set in EQC Clause 4, Post Qualification.

**Evaluation Procedures**

The evaluation will include preliminary evaluation, technical evaluation and financial evaluation.

**Preliminary evaluation**

Preliminary evaluation will be conducted to assure whether the bidder fulfills the eligibility criterion stated on the bid document or not. Bidders who fulfill the criterion stated on the bid document will pass to the technical evaluation.

**6.2 Technical evaluation**

The bidders who pass the preliminary evaluation will participate on the technical evaluation as stated on the bid document.

**Financial evaluation**

The Bidders Financial Proposal will be opened after finalization of technical evaluation.

## Section 4. Bidding Forms

### Table of Contents

<b>A.</b>	<b>Bid Submission Sheet</b>	<b>1</b>
<b>B.</b>	<b>Price Schedule for Goods</b>	<b>5</b>
<b>C.</b>	<b>Bidder Certification of Compliance</b>	<b>5</b>
<b>1.</b>	<b>General Information About the Bidder</b>	<b>5</b>
<b>2.</b>	<b>Financial Standing</b>	<b>6</b>
<b>3.</b>	<b>Technical Qualifications, Competence, and Experience in the Procurement Object</b>	<b>7</b>
<b>4.</b>	<b>Professional Qualifications and Capabilities</b>	<b>7</b>
	<b>Quality Assurance/</b>	<b>8</b>
<b>5.</b>	<b>Managerial and Control Procedures</b>	<b>8</b>
<b>6.</b>	<b>Equipment and Facilities</b>	<b>8</b>
<b>7.</b>	<b>Bidder Audit Agency</b>	<b>8</b>
<b>8.</b>	<b>Organization of Firm</b>	<b>8</b>
<b>9.</b>	<b>Bank Account Number and Bank Address</b>	<b>8</b>
<b>D.</b>	<b>Form - Data on Joint Venture/Consortium</b>	<b>9</b>
<b>E.</b>	<b>Bid Security</b>	<b>10</b>

**A. Bid Submission Sheet**

**Place and Date:** [insert place and date (as day, month and year) of Bid Submission]

**Procurement Reference Number:** [insert reference number]

**To:**

[insert name of Public Body]  
**Attn.:** [insert name of authorized person]  
 [insert P.O. Box]  
 [insert address]  
**Addis Ababa**  
**Ethiopia**

**SUBMITTED BY<sup>1</sup>:**

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

In response to your Bidding Document for the above Procurement Number: [insert reference number], we, the undersigned, hereby declare that:

- (a) We have examined and accept in full the content of the Bidding Document for the, Procurement Number: [insert reference number]. We hereby accept its provisions in their entirety, without reservation or restriction.
- (b) We offer to supply in conformity with the Bidding Documents and in accordance with the delivery schedule specified in the Statement of Requirements the following Goods and Related Services: [insert a brief description of the Goods]
- (c) Warranty period for offered Goods and Related Services is [insert warranty period].
- (d) The total price of our Bid, excluding any discounts offered in item (d) below is: [insert the total bid price in words and figures] [insert currency];
- (e) The discounts offered and the methodology for their application are: [insert discount]  
 Unconditional Discounts: If our bid is accepted, the following discounts shall apply. [Specify in detail each discount offered and the specific item of the Statement of Requirements to which it applies].

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

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

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

Methodology of Application of the Discounts: The discounts shall be applied using the following method: [Specify in detail the method that shall be used to apply the discounts];

Conditional Discounts: If our bid(s) are accepted, the following discounts shall apply. [Specify in detail each discount offered and the specific item of the Statement of Requirements to which it applies].

Methodology of Application of the Discounts: The discounts shall be applied using the following method: [Specify in detail the method that shall be used to apply the discounts];

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

- (o) We do not have any conflict of interest and have not participated in the preparation of the original Statement of Requirements for the PublicBody;
- (p) If our bid is accepted, we commit to submit a performance security in accordance with the GCC Clause 47 of the Bidding Documents, in the amount of [insert currency] [insert amount in words and figures of the performance security] for the due performance of theContract;
- (q) We, including any subcontractors or suppliers for any part of the Contract, have nationalities from eligible countries [insert the nationality of the Bidder, including that of all parties that comprise the Bidder, if the Bidder is a consortium or association, and the nationality each subcontractor andsupplier];
- (r) Offered Goods do not originate in a country in respect of which the Government of the Federal Democratic Republic of Ethiopia has imposed trade ban;
- (s) Offered Goods do not originate in a country under trade embargo of the Security Counsel of the United Nations in which transacting with any business organization or individual who is the national of that country isprohibited;
- (t) We will inform the Public Body immediately if there is any change in the above circumstances at any stage during the implementation of the contract. We also fully recognize and accept that any inaccurate or incomplete information deliberately provided in this bid may result in our exclusion from this and other contracts funded by the Government of the Federal Democratic Republic ofEthiopia.
- (u) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall not constitute a binding contract between us, until a formal contract is prepared andexecuted.
- (v) We understand that you reserve the right to reject any or all bids that you mayreceive.

Name [insert complete name of person signing the Bid]

In the capacity of [insert legal capacity of person signing the bid].

Signed [insert signature of person whose name and capacity are shown above]

Duly authorized to sign the bid for and on behalf of [insert complete name of Bidder].

Dated on [insert day] day of [insert month], 20[insert year of signing]

**Attachments:**

1. Valid trade license indicating the stream of business in which the [insert bidder's name] is engaged;
2. Business organization registration certificate or trade license issued by the country of establishment [foreign Biddersonly];
3. Relevant testimonial certificates.
4. Bid Security; and
5. Other documents requested by the PublicBody mentioned in this bid.

**Price Schedule for Goods**

Place and Date: [insert place and date (as day, month and year) of Bid Submission] Procurement

Reference No.: [insert procurement reference number]

Alternative No.: [insert identification No if this is a Bid for an alternative]

To:

[insert name of Public Body]

Attn.: [insert name of authorized person] [insert address]

**Addis Ababa**

S. No	Description of Goods	Country of Origin	Port of loading	Unit of measurement	Quantity	Unit FOB Price /Ton	Total FOB Price/Ton	Unit FreightCost /Ton	Total FreightCost/Ton
1	Parboiled Rice			Ton	170,300				

**Name** [insert complete name of person signing the Bid]

In the capacity of [insert legal capacity of person signing the bid]

Signed [insert signature of person whose name and capacity are shown above]

Duly authorized to sign the bid for and on behalf of [insert complete name of Bidder]

Dated on [insert day] day of [insert month], 20[insert year of signing]

## A. Bidder Certification of Compliance

**Place and Date:** [insert place and date (as day, month and year) of Bid Submission]

**Procurement Reference Number:** [insert reference number]

**To:**

[insert name of Public Body]

**Attn.:** [insert name of authorized person]

[insert P.O. Box]

[insert address]

**Addis Ababa**

**Ethiopia**

### 1. General Information About the Bidder

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

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

<sup>6</sup>One signed original Bidder Certification of Compliance Form must be supplied together with the number of copies specified in the Instruction to Bidders. If this bid is being submitted by a joint venture/consortium, the data in the tables below must be the sum of the data provided by the joint venture/consortium members.

**2. Financial Standing**

[Insert bidder's name] has adequate financial resources to manage this Contract as established by our financial statements, audited by an independent auditor, submitted in this Bid. The following table contains our financial data. These data are based on our annual audited accounts. Figures in all columns have been provided on the same basis to allow a direct, year-on-year comparison to be made.

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

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

Attached documents comply with the following conditions:

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

Annual Turnover Data	
Year	Amount and Currency
Average Annual Turnover*	

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

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

As proof of the [insert bidder's name] technical and professional ability in selling and servicing the Goods and Related Services listed in our Bid the tables below summarizes the [insert required number of contracts] major relevant contracts successfully; completed in the course of the past [insert required number of years] years with a budget of [insert required budget].

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

[use separate sheet for each contract].

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

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

### 4. Quality Assurance /Managerial and Control Procedures

[Bidder shall provide list of technical departments which will be involved in managing the contract, type of control procedures in place to accommodate the Contract, and details of the quality assurance system(s) proposed to use to ensure successful completion of the Contract.]

**5. Equipment and Facilities**

[Bidder should state whether it has necessary physical facilities and equipment to carry out the Contract and describe its technical and research facilities and measures used for ensuring quality]

**6. Bidder Audit Agency**

[Bidder should provide name, address, and phone of its auditors]

**7. Organization of Firm**

[Bidder should explain how its firm is organized, for example, regionally or by technical practice and how it plans to manage the work included in this Bidding Document in addition to its other normal projects]

**8. Bank Account Number and Bank Address**

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

[Insert bank account details]

Name [insert complete name of person signing the Bid]

In the capacity of [insert legal capacity of person signing the bid].

Signed [insert signature of person whose name and capacity are shown above]

Duly authorized to sign the bid for and on behalf of [insert complete name of Bidder].

Dated on [insert day] day of [insert month], 20[insert year of signing]

Attachments:

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

**A. Form - Data on Joint Venture/Consortium****Date:** [insert date (as day, month and year) of Bid Submission].**Procurement Reference Number:** [insert number]**Alternative No:** [insert identification No if this is a Bid for an alternative]

<b>1.</b>	<b>Name of Joint Venture/Consortium</b>	[insert full legal name of Joint Venture/Consortium]
	<b>Managing Board's Address</b>	
	P.O. Box:	[insert P.O. Box]
	Street Address:	[insert street address and number]
	Town/City:	[insert name of city or town]
<b>2.</b>	Post Code:	[insert postal code, if applicable]
	Country:	[insert country]
	Telephone:	[insert tel. number, including country and city codes]
	Facsimile:	[insert fax number, including country and city codes]
	E-mail address	[insert email address]
	<b>Agency in the Federal Democratic Republic of Ethiopia, if any (in the case of a joint venture/consortium with a foreign lead member)</b>	
	P.O. Box:	[insert P.O. Box]
	Street Address:	[insert street address and number]
<b>3.</b>	Town/City:	[insert name of city or town]
	Post Code:	[insert postal code, if applicable]
	Telephone:	[insert tel. number, including country and city codes]
	Facsimile:	[insert fax number, including country and city codes]
	E-mail address	[insert email address]
	<b>Names of Members</b>	
<b>4.</b>	Member 1	[insert legal name and address of the seat]
	Member 2	[insert legal name and address of the seat]
	Etc.	[insert legal name and address of the seat]
<b>5.</b>	Name of Lead member	[insert legal name and address of the seat]
	<b>Agreement governing the formation of the joint venture/consortium</b>	
<b>6.</b>	Date of signature	[insert date]
	Place	[insert place]
<b>7.</b>	Proposed proportion of responsibilities between members (in %) with indication of the type of the works to be performed by each	[insert proportion of responsibilities between members]

Name [insert complete name of person signing the Bid]

In the capacity of: [insert legal capacity of person signing the bid].

Signed [insert signature of person whose name and capacity are shown above]

Duly authorized to sign the bid for and on behalf of: [insert complete name of Bidder]

Dated on [insert day] day of [insert month], 20 [insert year of signing]

## B. BidSecurity

**Date:** [insert date (as day, month and year) of Bid Submission].

**Procurement Reference Number:** [insert number]

**Alternative No:** [insert identification No if this is a Bid for an alternative]

**To:**[insert complete name of Public Body]

Whereas [insert complete name of Bidder] (hereinafter “the Bidder”) has submitted its bid dated [insert date (as day, month and year) of bid submission] for Procurement reference Number [insert Procurement Reference Number] for the supply of [insert brief description of the Goods and Related Services], hereinafter called “the Bid.”

KNOW ALL PEOPLE by these presents that WE [insert complete name of institution issuing the Bid Security], of [insert city of domicile and country of nationality] having our registered office at [insert full address of the issuing institution] (hereinafter “the Guarantor”), are bound unto [insert complete name of the Public Body] (hereinafter “the Public Body”) in the sum of [specify in words the amount and currency of the bid security][specify the amount and currency in figures], for which payment well and truly to be made to the aforementioned Public Body, the Guarantor binds itself, its successors or assignees by these presents. Sealed with the Common Seal of this Guarantor this [insert day in numbers] day of [insert month], [insert year].

THE CONDITIONS of this obligation are the following:

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

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

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

Name: [insert complete name of person signing the Bid]

In the capacity of [insert legal capacity of person signing the bid]

Signed: [insert signature of person whose name and capacity are shown above]

Duly authorized to sign the bid for and on behalf of: [insert complete name of Bidder]

Dated on [insert day] day of [insert month], 20[insert year of signing]

[**Note:** This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. It should be included by the Bidder in its bid, if so indicated in the BDS.]

## Section 5. Eligible Countries

### A. Eligible Countries

**Procurement Reference Number: MoTIn/ETBC/RFP/03-2/2013**

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

A country shall not be eligible if:

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

# **Part2 Statement of Requirement**

## **Section6.Statement of Requirements**

### **Table of Contents**

<b>A.</b>	<b>Technical Specification –GeneralNote</b>	<b>1</b>
<b>B.</b>	<b>Technical Specification + Technical Offer +ComplianceSheet</b>	<b>1</b>
<b>C.</b>	<b>Non-Technical andNon-FinancialRequirements</b>	<b>5</b>
<b>1.</b>	<b>Supply of the Goods</b>	<b>5</b>
<b>2.</b>	<b>Documents/ Samples</b>	<b>5</b>
<b>3.</b>	<b>OtherRequirements</b>	<b>5</b>
<b>D.</b>	<b>Delivery andCompletionSchedule</b>	<b>6</b>

**A. Technical Specification –GeneralNote**

The Technical Specifications describe the minimum requirements for the wheat to be supplied and shall be read in conjunction with the other documents forming the Contract. Any ambiguity between the documents forming the Contract shall be referred to the Public Body for clarification in accordance with the provisions of the Contract.

**B. Technical Specification + Technical Offer + ComplianceSheet**

**Place and Date: Addis Ababa,:** [insert place and date (as day, month and year) of Bid Submission]

**Procurement Reference No.:** [insert procurement reference number]

**Alternative No.:**[insert identification No if this is a Bid for an alternative]

**To.:**

[insert name of Public Body]

Attn.: [insert name of authorized person]

[insert P.O. Box]

[insert address]

**Addis Ababa**

**Ethiopia**

- A.** The Bidders are requested to complete the template, as follows:
- The second column shows the requested specifications (not to be modified by the Bidder).
  - The fifth column to be filled in by the Bidder shows what is offered (the words “compliant” or “yes” are not sufficient).
  - The sixth column allows the Bidder to state whether the offered items "comply" or do "not comply" giving details of the areas of non-compliance and to make remarks on his proposed equipment and to indicate references to the documentations supplied.
  - The seventh column is to be left empty for the evaluator's remarks.
- B.** The Bidder is required to furnish as part of its Bid the statement of deviations and exceptions to the provisions of the Statement of Requirement, if applicable.
- C.** The Bidder may offer other standards of quality provided that it demonstrates, to the Public Body's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Statement of Requirement.
- D.** The Bidder must be clear enough to allow the evaluators to make an easy comparison between the requested specifications and the offered specifications. Bids that do not permit to identify precisely the specifications may be rejected by the evaluation committee.

**1.1. List of Goods****Procurement Reference Number: MoTIn/ETBC/ICB/03/2013**

Lot No.	Minimum Technical Requirements Including Applicable Standards	Unit of Measure	Quantity	Specification Offered	Bidder's Remark on Compliance of Specification Offered	Evaluator's Remark on Specification Offered
<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>
1	Attached below	ton	170,300			

The commodity specific conditions are attached and will form an integral part of any resulting contract.

Name [insert complete name of person signing the Bid]

In the capacity of: [insert legal capacity of person signing the bid].

Signed [insert signature of person whose name and capacity are shown above]

Duly authorized to sign the bid for and on behalf of:[insert complete name of Bidder].

Dated on [insert day] day of [insert month], 20[insert year of signing]

**Attachments:**

1. Descriptive technical literature in accordance with ITB Clause 17, (if required in BDS);

### Technical Specifications

#### 1. General Specification for Procurement of 170,300 metric ton Parboiled Rice

No	Specification	Husked rice parboiled	Milled Rice parboiled
1	Inorganic extraneous matter, % mass fraction	0.5	0.5
2	Organic extraneous matter, % mass fraction	1.00	0.5
3	Paddy, % mass fraction	2.5	0.3
4	Husked rice non-parboiled, % mass fraction	1.00	1.00
5	Milled rice non-parboiled,% mass fraction	1.00	1.00
6	Husked rice parboiled,% mass fraction	-	
7	Chip, % mass fraction	1.00	-
8	Heat damaged kernel , %mass fraction	0.1	0.1
9	Damaged kernel ,% mass fraction	2.0	2.0
10	Damaged kernel ,% mass fraction	4.00	3.00
11	Immature or malformed kernel,% mass fraction	8.00	2.00
12	Red kernel and red streaked kernel ,mass fraction	12.00	12.00
13	Partly gelatinized kernel % mass fraction	11.00	11.00
14	Peck,% mass fraction	4.00	2.00
15	Waxy rice,% mass fraction	1.00	1.00
16	Moisture %	<14	<14
17	Heavy metals residue	Codex standard	Codex standard
18	Pesticide residue	Codex standard	Codex standard
19	Mineral Oil hydrocarbon	Codex standard	Codex standard

The detailed technical evaluation will examine the technical specification of the items offered in column **B** and determine or verify whether this meets the minimum specification required in column A. **Bidders should not say “Comply” in column B but you must write your offered specification unless enough reasons for rejection.**

**2. Rice****1. Packing**

The Rice of Each product holding bags shall be packed in clean, sound and dry bags and strong made of material which does not affect the product and which protects the product from contamination. The bag shall be strong enough to withstand normal usage and transportation. These bags are then to be stuffed in 20' containers for shipment, but only bags of the same size and bearing the same batch identification shall be stuffed together in 20' containers. For 25 kg rice or the supplier shall use big bags to pack standard number of packed rice from same batch, for each rice weigh and to respect loading capacity of containers mentioned under section 6 List of Goods.

Marking (all entries in the English Language)

Each bags shall be marked with manufacturer's trade-mark or brand name and should bear the following

- Procurement Reference Number
- Name of food
- Net weight
- Name and address of manufacturer
- Country of origin
- Production and expiry date of the product (shelf life 24 months minimum)

The outer side of the each product holding bags should be marked or labeled with the following particulars:

- Imported by
- Procurement Reference number
- Net/gross weight
- Name and address of manufacturer
- Country of origin
- Brand name

**C. Non-Technical and Non-Financial Requirements****1. Supply of the Goods**

- All goods shall meet relevant standards set in this bid and set by Ethiopian Standard Authority.
- All goods shall comply with all safety requirements applicable on the date of delivery.

### D. Delivery and Completion Schedule

**Place and Date:** Addis Ababa,  
**Procurement Reference No** RE -----

**Alternative No.:** None

**To:**

Attn.:  
**Addis Ababa**

No.	Description of the project	Delivery	Delivery Location/Site
1	<b>Milling wheat</b>	<p>The Supplier shall nominate a separate loading laycan for each shipment as soon as practicable after the date the Buyer opens a workable L/C in accordance with the Contract for each shipment comprising the Lot, with the first day of such laycan to be no later than the day which is 15 days after the date the L/C is opened in accordance with the Contract.</p> <p style="text-align: center;"><b>➤ The term Laycan means “cargo readiness time”.</b></p>	<b>PORT OF LOADING</b>

Name [insert complete name of person signing the Bid]  
 In the capacity of [insert legal capacity of person signing the bid].  
 Signed [insert signature of person whose name and capacity are shown above]  
 Duly authorized to sign the bid for and on behalf of [insert complete name of Bidder].  
 Dated on [insert day] day of [insert month], 20

# Part3

# Contract

## Section7.

## General ConditionsofContract

### Table of Clauses

<b>A.</b>	<b>GeneralProvisions</b>	<b>1</b>
1.	Definitions	1
2.	Appointment	3
3.	Relationship oftheParties	3
4.	DueDiligence	4
5.	Fraudand Corruption	4
6.	Interpretation	5
<b>B.</b>	<b>TheContract</b>	<b>6</b>
7.	ContractDocuments	6
8.	Governing Law	6
9.	Language	6
10.	Notices andwrittencommunications	7
11.	AuthorizedOfficers	7
12.	Assignment	7
13.	Modifications andContractAmendments	8
14.	Change in LawsandRegulations	9
15.	TaxesandDuties	9
16.	ForceMajeure	9
17.	Breachof Contract	10
18.	Suspension of Assignment	11
19.	Termination	11
20.	Arrangement son Termination	13
21.	Cessation of RightsandObligations	13

<b>22.</b>	<b>Settleenttodisputes</b>	<b>14</b>
<b>23.</b>	<b>Liquidated Damages</b>	<b>15</b>
<b>24.</b>	<b>Confidentiality</b>	<b>15</b>
<b>25.</b>	<b>Miscellaneous</b>	<b>17</b>
<b>C.</b>	<b>Obligations of thePublic Body</b>	<b>17</b>
<b>26.</b>	<b>Provision of Assistance</b>	<b>17</b>
<b>D.</b>	<b>Payment</b>	<b>18</b>
<b>27.</b>	<b>Contract Price</b>	<b>18</b>
<b>28.</b>	<b>Mode of Billing and Terms of Payment</b>	<b>18</b>
<b>29.</b>	<b>Forms</b>	<b>19</b>
<b>E.</b>	<b>Obligations of the Supplier</b>	<b>20</b>
<b>30.</b>	<b>Supplier’sResponsibilities</b>	<b>20</b>
<b>31.</b>	<b>Joint Venture, Consortium or Association</b>	<b>20</b>
<b>32.</b>	<b>Eligibility</b>	<b>20</b>
<b>33.</b>	<b>CodeofConduct</b>	<b>20</b>
<b>34.</b>	<b>ConflictofInterests</b>	<b>21</b>
<b>35.</b>	<b>Insurance</b>	<b>23</b>
<b>36.</b>	<b>Product Information</b>	<b>23</b>
<b>37.</b>	<b>Accounting, Inspection and Auditing</b>	<b>24</b>
<b>38.</b>	<b>Data Protection</b>	<b>25</b>
<b>39.</b>	<b>Review</b>	<b>25</b>
<b>40.</b>	<b>Performance Security</b>	<b>25</b>
<b>F.</b>	<b>Performance ofthe Contract</b>	<b>26</b>
<b>41.</b>	<b>Scope of Supply</b>	<b>26</b>
<b>42.</b>	<b>Specificationsand Standards</b>	<b>26</b>
<b>43.</b>	<b>Delivery</b>	<b>26</b>
<b>44.</b>	<b>Packing, Marking, and Documents</b>	<b>27</b>
<b>45.</b>	<b>Quality</b>	<b>28</b>
<b>46.</b>	<b>Inspections and Tests</b>	<b>29</b>

<b>47.</b>	<b>Rejection of Goods</b>	<b>30</b>
<b>48.</b>	<b>Extensions of Time</b>	<b>30</b>
<b>49.</b>	<b>Performance Measurement</b>	<b>31</b>

## Section 7 General Conditions of Contract

### General Provisions

#### 1. Definitions

- 1.1 The headings and titles of these General Conditions of Contract shall not limit, alter or affect the meaning of the Contract.
- 1.2 The following words and expressions shall have the meanings hereby assigned to them:

(a). "Authorized Officer"	means a person designated as such by the Public Body from time to time as notified in writing to the Supplier to act as the representative of the Public Body for all purposes connected with the Contract, including any authorized representative of such person;
(b). "Bankrupt"	means with respect to any entity, such entity (i) files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause of action under any bankruptcy, insolvency, reorganization or similar law, or has any such petition filed or commenced against it, (ii) makes an assignment or any general arrangement for the benefit of creditors, (iii) otherwise becomes bankrupt or insolvent (however evidenced), (iv) has a liquidator, administrator, receiver, trustee, conservator or similar official appointed with respect to it or any substantial portion of its property or assets, or (v) is generally unable to pay its debts as they fall due;
(c). "Completion"	means the fulfillment of the Contract by the Supplier in accordance with the terms and conditions set forth in the Contract;
(d). "Contract Documents"	means the documents listed in the GCC, including all attachments, appendices, and all documents incorporated by reference therein, and shall include any amendments thereto;
(e). "Contract Manager"	means a person designated as such by the Supplier from time to time as notified in writing to the Public Body to act as the duly authorized representative of the Supplier for all purposes connected with the Contract, including any authorized representative of such person;
(f). "Contract Price"	means the money payable by the Public Body to the Supplier based on the Contract Agreement and shall include all royalties, license fees or similar expenses in respect of the making, use or exercise by the Supplier of any Intellectual Property or Intellectual Property Rights for the purpose of performing the Contract;
(g). "Contract"	means the binding Contract Agreement entered into between the Public Body and the Supplier, comprising Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein,
(h). "Day"	means calendar day;

(i). "Delivery"	means the transfer of the Goods from the Supplier to the Public Body in accordance with the terms and conditions set forth in the Contract;
(j). "Eligible Countries"	means the countries and territories eligible as listed in Section 5 of the Bidding Document;
(k). "General Conditions of Contract"	hereinafter referred to as "GCC", means the conditions in this section of the Contract, which shall govern the Contract, except where amended by the SCC or Contract Agreement;
(l). "Good Industry Practice"	means the exercise of that degree of skill, diligence and foresight which would reasonably and ordinarily be expected from a skilled and experienced supplier engaged in the provision of goods similar to the goods under the same or similar circumstances as those applicable to the Contract and which are in accordance with any codes of practice published by relevant trade associations;
(m). "Goods"	Means the parboiled Rice the packaging materials;
(n). "Government"	means the Government of the Federal Democratic Republic of Ethiopia;
(o). "In writing"	shall be interpreted to include any document which is recorded in manuscript or typescript;
(p). "Liquidated damages"	Means the compensation stated in the contract as being payable by Supplier to the Public Body for failure to perform the contract or part thereof within the periods under the contract, or as payable by either party to the other for any specific breach identified in the contract;
(q). "Location"	means the location for the delivery of the Goods and Related Services as set out in the Contract or as otherwise agreed in writing between the Public Body and the Supplier;
(r). "Party"	means the Public Body or the Supplier and includes their permitted successors and "Parties" means both of them;
(s). "Public Body"	means public body, which is partly or wholly financed by the Federal Government Budget, and public institutions of like nature which has the powers and duties to conclude a Contract for the supply of Goods as specified in the SCC;
(t). "Purchase Order"	or acronym "PO" means an individual order for Goods issued by Public Body pursuant to the terms, conditions, and pricing established in a Contract. Each individual Purchase Order is a binding contractual instrument and will refer and incorporate the terms and conditions of this Contract and specify the goods to be supplied, delivery schedule, and price;

(v). "Special Conditions of Contract"	hereinafter referred to as "SCC", means the conditions attached to the Contract Agreement, which shall govern the Contract and shall prevail over these General Conditions of Contract;
(x). "Supplier"	means a natural or juridical person under contract with a Public Body to supply goods.

## **2. Appointment**

2.1 The Public Body appoints the Supplier to supply the Goods

- (a). Promptly (and in any event within any time targets as may be set out in the Section 6, Statement of Requirements) and in a professional and courteous manner so as to reflect and promote the image of the Public Body;
- (b). Strictly in accordance with the Statement of Requirements and all provisions of the Contract; and
- (c). In accordance with all applicable laws and regulations of the Federal Democratic Republic of Ethiopia and Good Agricultural Practice; and
- (d). In accordance with the policies, rules, and procedures of the appropriate Authority as amended from time to time.
- (e). In accordance with the technical specification mentioned above and other specification not mentioned in this bid document will be evaluated as per the Ethiopian standard (ES 665:2017) and other equivalent international standards;
- (f). In accordance with the terms and conditions of appointment as provided in this Clause in consideration of the Contract Price.

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

- 3.1 The Supplier shall not incur any liabilities on behalf of the Public Body or enter into any contract or obligation on behalf of the Public Body.
- 3.2 The Supplier shall be an independent contractor performing the Contract. The Contract does not create any agency, partnership, joint venture, or other joint relationship between the parties to the Contract.
- 3.3 Subject to the provisions of the Contract, the Supplier shall be solely responsible for the manner in which the Contract is performed.

#### 4. Due Diligence

4.1 The Supplier acknowledges that it:

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

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

#### 5. Fraud and Corruption

5.1 It is the Government of the Federal Democratic Republic of Ethiopia's policy to require that Public Body, as well as bidders/suppliers, to observe the highest standards of ethics during the procurement and the execution of contracts. In pursuance of this policy, the Government of the Federal Democratic Republic of Ethiopia represented by the Public Procurement and Property Administration Agency (herein referred to as the Agency) requires that Contracting Authorities shall include in bidding documents, provisions against corrupt practices.

5.2 The Agency defines, for the purposes of these provisions, the terms set forth below as follows:

- (a). "Corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution, and
- (b). "Fraudulent practice" is any act or omission, including misrepresentation that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation.
- (c). "Collusive practices" is a scheme or arrangement between two or more Suppliers, with or without the knowledge of the Public Body, designed to establish prices at artificial, non-competitive levels, and
- (d). "Coercive practices" is harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of contract.
- (e). "Obstructive practice" is
  - (i) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede the Federal Ethics and Anticorruption Commission, the Federal Auditor General and the Public Procurement and Property Administration Agency or their auditors' investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent their from disclosing their knowledge of matters relevant to the investigation or from pursuing the investigation, or
  - (ii) acts intended to materially impede the exercise of inspection and audit rights provided for under GCC Sub-clause 38.2.

- 5.3 The Agency will debar a Supplier from participation in public procurement for a specified period of time if it at any time determines that the Supplier has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for, or in executing, a contract.
- 5.4 The Agency reserves the right, where a Supplier has been found by a national or international entity to have engaged in corrupt or fraudulent practice, to declare that such a Supplier is ineligible, for a stated period of time, to be awarded a Government funded contract.
- 5.5 The Agency will have the right to require that, in contracts funded by the Government of Ethiopia, a provision be included requiring suppliers to permit the Agency to inspect their accounts and records relating to the performance of the contract and to have them audited by auditors appointed by the Agency, if the supplier engages in any corrupt practice.
- 5.6 Any communications between the Supplier and the Public Body or the Agency related to matters of alleged fraud or corruption must be made in writing.

## **6. Interpretation**

- 6.1 If the context so requires it, singular means plural and vice versa.
- 6.2 In these terms and conditions, words referring any particular gender include all other genders.
- 6.3 Incoterms
- (a). Unless otherwise specified in the SCC, the meaning of any trade term and the rights and obligations of parties there under shall be as prescribed by Incoterms.
- (b). FOB.
- 6.4 Entire Agreement
- The Contract constitutes the entire agreement between the Public Body and the Supplier and supersedes all communications, negotiations and agreements of parties with respect thereto made prior to the date of Contract.
- 6.5 Amendment
- No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.
- 6.6 No waiver
- (a). Subject to GCC Sub-Clause 6.6(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.
- (b). Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such

waiver, and must specify the right and the extent to which it is being waived.

#### 6.7 Severability

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

### **The Contract**

#### **7. Contract Documents**

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

- (a). Agreement;
- (b). The Special Conditions of Contract;
- (c). The General Conditions of Contract;
- (d). Bid Submission Sheet with Annexes;
- (e). Price Schedule;
- (f). List of accepted items including their unit price;
- (g). Bidder Certification of Compliance with Annexes;
- (h). Technical Specification + Technical Offer + Compliance Sheet with Annexes;
- (i). Any other document listed in the SCC as forming part of the Contract.

7.2 All documents forming the Contract are intended to be correlative, complementary, and mutually explanatory.

7.3 Any action required or permitted to be taken, and any document required or permitted to be provided, under the Contract by the Public Body or the Supplier may be taken or provided by the authorized representatives specified in the SCC.

7.4 The Contract constitutes the entire agreement between the Public Body and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

#### **8. Governing Law**

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

#### **9. Language**

9.1 The Contract as well as all written and oral communication and documents relating to the Contract exchanged by the Supplier and the Public Body, shall be in English. Supporting documents and printed literature that are part of the Contract may be in another language, but any documents provided in another language must be accompanied by an accurate translation

into English. For purposes of interpretation of the Contract, this translation shall govern.

- 9.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.

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

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

#### **11. Authorized Officers**

- 11.1 Any notice, information or communication given to or made by an Authorized Officer shall be deemed to have been given or made by the Public Body.
- 11.2 The Supplier shall decline from supplying the Goods and Related Services to any of the Public Body's staff who are not Authorized Officers.

#### **12. Assignment**

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

cannot be in any of the situations excluding them from participating in Contract.

- 12.7 Every assignment shall be subject to the provisions of this Contract and shall incorporate the terms and conditions of this Contract.

### **13. Modifications and Contract Amendments**

- 13.1 The Public Body may at any time request the Supplier through notice in accordance GCC Clause 10, to make changes within the general scope of the Contract in any one or more of the following:

- (a). The method of shipment or packing;
- (c). The place of delivery; and

- 13.2 If any such change causes increase or decrease in the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier's receipt of the Public Body's changeorder.
- 13.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties.
- 13.4 Any change to the terms of the Contract must be recorded in writing and executed by authorized signatory of the Supplier and the Authorized Officer. Such record of the change in question must address all consequential amendments required to be made to the Contract as a result of such change.
- 13.5 Changes will take effect as from the date specified in the signed record of change and shall not have retrospective effect unless expressly provided for in such record.
- 13.6 Each record of change must be dated and sequentially numbered. Each of the Public Body and the Supplier will be entitled to an original executed counterpart of the record of variation.
- 13.7 Except as provided in any such record of variation, the Contract will continue in full force and effect.

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

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

#### **15. Taxes and Duties**

- 15.1 For goods supplied from outside the Federal Democratic Republic of Ethiopia, the Supplier shall bear the costs of all taxes, custom duties, formalities, license fees, and other such levies imposed outside the Federal Democratic Republic of Ethiopia, unless **otherwise specified in the SCC**.

#### **16. Force Majeure**

- 16.1 For the purposes of the Contract, "Force Majeure" shall mean an event or events which are beyond the reasonable control of a Supplier, and which makes a Supplier's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes:

- (a). An official prohibition preventing the performance of contract,
  - (b). A natural catastrophe such as an earthquake, fire, explosion lightening, floods, or other adverse weather conditions, or
  - (c). International or civil war, or
  - (d). The death or a serious accident or unexpected serious illness of the supplier, or
  - (e). Other instances of Force Majeure identified as such by the civil code.
- 16.2 The following occurrences shall not be deemed to be cases of Force Majeure:
- (a). A strike or lock-out taking of a party or affecting the branch of business in which he carries out his activities, or
  - (b). An increase or reduction in the price of wheat necessary for the performance of the contract, or
  - (c). The enactment of new legislation where by the obligations of the debtor becomes more onerous, or
  - (d). Any event which is caused by the negligence or intentional action of a Supplier or such Supplier's Subcontractors or agents or employees; or
  - (e). Any event which a diligent Party could reasonably have been expected to both:
    - (i) Take into account from the effective date of the Contract; and
    - (ii) Avoid or overcome in the carrying out of its obligations; or
  - (f). Insufficiency of funds or failure to make any payment required hereunder.
- 16.3 The failure of a Supplier to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, the Contract insofar as such inability arises from an event of Force Majeure, provided that the Supplier affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of the Contract.
- 16.4 A Supplier affected by an event of Force Majeure shall take all reasonable measures to
- (a). Remove such Supplier's inability to fulfill its obligations hereunder with a minimum of delay; and
  - (b). Minimize the consequences of any event of Force Majeure.
- 16.5 A Supplier affected by an event of Force Majeure shall notify the Public Body of such event as soon as possible, and in any event not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- 16.6 Not later than thirty (30) days after the Supplier, as the result of an event of Force Majeure, has become unable to supply the Goods and Related Services, the Parties shall consult with each other in good faith and use all reasonable endeavors to agree appropriate terms to mitigate the effects of the Force Majeure Event and facilitate the continued performance of the Contract..
- 17. Breach of Contract**
- 17.1 Either party commits a breach of contract where it fails to discharge any of its obligations under the specific contract.

- 17.2 Where a breach of contract occurs, the party injured by the breach shall be entitled to the following remedies:
- (a). Compensation / Claim for liquidated damages as specified in GCC Clause 23; and/or
  - (b). Termination of the contract.
- 17.3 In any case where the Public Body is entitled to damages, it may deduct such Suspension damages from any sums due to the Supplier or call on the appropriate guarantee.

### **18. Suspension of Assignment**

- 18.1 The Public Body may, by written notice of suspension of the assignment to the Supplier, suspend all payments to the Supplier hereunder if the Supplier fails to perform any of its obligations under the Contract provided that such notice of suspension shall:
- (a). Specify the nature of the failure; and
  - (b). Request the Supplier to remedy such failure within a period not exceeding thirty (30) days after receipt by the Supplier of such notice of suspension.

### **19. Termination**

- 19.1 Termination shall be without prejudice to any other rights or powers under the contract of the Public Body and the Supplier.
- 19.2 In addition to the grounds for termination defined in these General Conditions, the Public Body may, by not less than thirty days written notice of termination to the Supplier stating the reason for termination of the contract and the date on which such termination becomes effective. (except in the event listed in paragraph (o) below, for which there shall be a written notice of not less than sixty days), such notice to be given after the occurrence of any of the events specified in GCC Sub-Clause 19.2 terminate the Contractive:
- (a). The supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Public Body pursuant to GCC Clause 59 or if the Goods do not meet the technical specifications stated in the Contract;
  - (b). The Supplier fails to remedy a failure in the performance of their obligations as specified in a notice of suspension of assignment pursuant to GCC Clause 19 within thirty days of receipt of such notice of suspension of assignment or within such period other agreed between the Parties in writing;
  - (c). The Supplier becomes insolvent or bankrupt or enters into any agreements with its creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary, other than for a reconstruction or amalgamation;
  - (d). The Supplier fails to comply with any final decision reached as a result of direct informal negotiation pursuant to GCC Sub-Clause 24.2 (b) thereof;
  - (e). The Supplier is unable as the result of Force Majeure, to perform a material portion of the Services for a period of not less than sixty days;
  - (f). The Supplier assigns the contract or sub-contracts without the authorization of the Public Body;

- (g). The Supplier has been guilty of grave professional misconduct proven by any means which the Public Body can justify;
  - (h). The Supplier has been declared to be in serious breach of contract financed by the Federal Democratic Republic of Ethiopia's budget for failure to comply with its contractual obligations.
  - (i). The Supplier has been engaged in corrupt or fraudulent practices in competing for or in executing theContract.
  - (j). Any organizational modification occurs involving a change in the legal personality, nature or control of the Supplier, unless such modification is recorded in an addendum to theContract;
  - (k). Any other legal disability hindering performance of the Contractoccurs;
  - (l). The Supplier fails to provide the required guarantees or insurance, or the person providing the underlying guarantee or insurance is not able to abide by itscommitments.
  - (m).Where the procurement requirement of the Public Body changes for any apparent or obvious reason;
  - (n). Where it emerges that the gap between the value of the Contract and the prevailing market price is so wide that allowing the implementation of the contract to proceed places the Public Body concerned at disadvantage;
  - (o). The Public Body, in its sole discretion and for any reason whatsoever, decides to terminate theContract.
  - (p). The accumulated liquidated damage reached its maximum as stated in GCC Clause25.1(b).
- 19.3 The Supplier may, by not less than thirty days written notice to the Public Body, of such notice to be given after the occurrence of any of the events specified in GCC Sub-Clause 19.3 (a) to (d) terminate the Contract if:
- (a). The Public Body fails to pay any money due to the Supplier pursuant to the Contract and not subject to dispute pursuant to GCC Clause 23, within forty-five days after receiving written notice from the Supplier that such payment is overdue;
  - (b). The Public Body is in material breach of its obligations pursuant to the Contract and has not remedied the same within forty-five days (or such longer period as the Supplier may have subsequently approved in writing) following the receipt by the Public Body of the Supplier's notice specifying such breach;
  - (c). The Supplier is unable as the result of Force Majeure, to perform a material portion of the Services for a period of not less than sixty days; or
  - (d). The Public Body fails to comply with any final decision reached as a result of settlement of disputes pursuant to GCC Clause 23hereof.
- 19.4 If either Party disputes whether an event specified GCC Sub-Clauses 19.2 (a) to (n) or GCC Sub-Clause 19.3 has occurred, such Party may, within forty-five days after receipt of notice of termination from the other Party, refer the matter to settlement of disputes pursuant to GCC Clause 24 and the Contract shall not be terminated on account of such event except in accordance with the terms of any resolution award.
- 19.5 IntheeventthePublicBodyterminatestheContractpursuanttotheGCCSub-Clause19.2 (a) to (n) the Public Body may procure, upon such terms and in such manner as it deems

appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Public Body for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

- 19.6 If the Public Body terminates the Contract in the event specified in GCC Sub-Clause 19.2 (o) the notice of termination shall specify that termination is for the Public Body's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- 19.7 If the Public Body terminates the Contract in the event specified in GCC Sub-Clause 19.2 (o) the Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Public Body at the Contract terms and prices. For the remaining Goods, the Public Body may elect:
- (i) To have any portion completed and delivered at the Contract terms and prices; and/or
  - (ii) To cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.
- 19.8 In the event the Public Body terminates the Contract pursuant to the GCC Sub-Clause 19.2 (c) termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Public Body.
- 19.9 In the event of any termination by the Public Body under this Clause, for the avoidance of doubt, the Supplier will not be restricted from making any claim in respect of the Contract Price to the extent the Contract Price is outstanding and due and payable.

## **20. Arrangements on Termination**

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

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

- 21.1 Upon termination of the Contract pursuant to GCC Clauses 19, or upon completion of the

Contract, all rights and obligations of the Parties hereunder shall cease, except

- (a). Such rights and obligations as may have accrued on the date of termination or expiration;
- (b). The Supplier's obligation to permit inspection, copying and auditing of their accounts and records set forth in GCC Clause 39; and
- (c). Any right which a Party may have under the Governing Law

**22. Settlement of Disputes**

- 22.1 During any dispute, including a dispute as to the validity of the Contract, it is mutually agreed that the Supplier shall continue its performance of the provisions of the Contract (unless the Public Body requests in writing that the Supplier does not do so).
- 22.2 The Public Body and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement, controversy or dispute arising between them under or in connection with the Contract or interpretation thereof.
- 22.3 If a dispute arises between the Public Body and the Supplier in relation to any matter which cannot be resolved by the Authorized Officer and the Supplier Contract Manager either of them may refer such dispute to the procedure described in ITB Sub-Clause 23.4.

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

### **23. Liquidated Damages**

- 23.1 Except as provided under GCC Clause 16, if the Supplier fails to deliver any or all of the Goods or perform the Related Services within the period specified in the Contract, the Public Body may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages the following:
- (a). A penalty of 0.1% or 1/1000 of the value of undelivered item for each day of delay until actual delivery or performance,
  - (b). The cumulative penalty to be paid by the supplier shall not exceed 10% of the contract price.
- 23.2 If the delay in performing the contract affects its activities, the Public Body may terminate the contract by giving advance notice to the Supplier pursuant to GCC Clause 19 without any obligation to wait until the penalty reaches 10% of the value of the Contract.

### **24. Confidentiality**

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

- financing of the Contract;
- (b). Now or hereafter enters the public domain other than by breach of the Contract or other act or omissions of that Party;
  - (c). Is obtained by a third party who is lawfully authorized to disclose such information;
  - (d). Can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
  - (e). Is authorized for release by the prior written consent of the other party.
- 24.4 The Parties shall not be prevented from using any general knowledge, experience or skills which were in their possession prior to the commencement of the Contract;
- 24.5 The Supplier authorizes the Public Body to disclose the Confidential Information to such person(s) as may be notified to the Supplier in writing by the Public Body from time to time to the extent only as is necessary for the purposes of auditing and collating information so as to ascertain a realistic market price for the goods supplied in accordance with the Contract, such exercise being commonly referred to as "benchmarking". The Public Body shall use all reasonable endeavors to ensure that such person(s) keeps the Confidential Information confidential and does not make use of the Confidential Information except for the purpose for which the disclosure is made. The Public Body shall not without good reason claim that the lowest price available in the market is the realistic market price.
- 24.6 The Supplier agrees that:
- (a). Subject to Sub-Clause 24.6 (b), the decision on whether any exemption applies to a request for disclosure of recorded information is a decision solely for the Public Body;
  - (b). Where the Public Body is managing a request as referred to in Sub-Clause 24.6 (a), the Supplier shall co-operate with the Public Body making the request and shall respond within five (5) working days of any request by it for assistance in determining how to respond to a request for disclosure.
- 24.7 The Supplier shall and shall procure that its Subcontractors shall provide the Public Body with a copy of all information in its possession or power in the form that the Public Body requires within five (5) working days (or such other period as the Public Body may specify) of the Public Body requesting that Information.
- 24.8 The Public Body may consult the Supplier in relation to any request for disclosure of the Supplier's Confidential Information in accordance with all applicable guidance.
- 24.9 The above provisions of this Clause shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract.
- 24.10 This Clause 24 shall remain in force without limit in time in respect of Confidential Information which comprises Personal Data. Except as aforesaid and unless otherwise expressly set out in the Contract, this Clause 26 shall remain in force for a period of 3 years after the termination or expiry of this Contract.
- 24.11 In the event that the Supplier fails to comply with this Clause 24, the Public Body reserves the right to terminate the Contract by notice in writing with immediate effect.

**25. Miscellaneous**

- 25.1 Any decision, act or thing that the Public Body is required or authorized to take or do under the Contract may be taken or done by any person authorized, either generally or specifically, by the Public Body to take or do that decision, act or thing, provided that upon receipt of a written request the Public Body shall inform the Supplier of the name of any person so authorized.
- 25.2 The Supplier may from time to time upon the request of the Public Body, execute any additional documents and do any other acts or things which may reasonably be required to implement the provisions of the Contract.
- 25.3 Any provision of the Contract which is held to be invalid or unenforceable in any jurisdiction shall be ineffective to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable the remaining provisions hereof and any such invalidity or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provisions in any other jurisdiction.
- 25.4 The failure by the Public Body and Supplier to insist upon the strict performance of any provision, term or condition of the Contract or to exercise any right or remedy consequent upon the breach thereof shall not constitute a waiver of any such breach or any subsequent breach of such provision, term or condition.
- 25.5 Each Party shall bear its own expenses in relation to the preparation, execution and implementation of the Contract including all costs legal fees and other expenses so incurred.
- 25.6 The Supplier warrants represents and undertakes to the Public Body that there are no pending or threatened actions or proceedings before any court or administrative agency which would materially adversely affect the financial condition, business or operations of the Supplier and that there are no material contracts existing to which the Supplier is a party which prevent it from entering into the Contract; and that the Supplier has satisfied itself as to the nature and extent of the risks assumed by it under the Contract and gathered all information necessary to perform its obligations under the Contract and all other obligations assumed by it.
- 25.7 The rights and remedies provided in the Contract are cumulative and not exclusive of any rights or remedies provided by any other contract or document. In this provision "right" includes any power, privilege, remedy, or proprietary or security interest.

**Obligations of the Public Body****26. Provision of Assistance**

- 26.1 Unless otherwise indicated in SCC, whenever the supply of Goods requires that the Supplier obtain permits, approvals, and import and other licenses from local

public authorities, the Public Body shall, if so required by the Supplier, make its best effort to assist the Supplier in complying with such requirements in a timely and expeditious manner.

- 26.2 The Public Body shall pay all contract price involved in the performance of its responsibilities, in accordance with GCC Sub-Clause 26.1.

### **Payment**

#### **27. Contract Price**

- 27.1 Prices charged by the Supplier for the Goods delivered performed under the Contract shall not vary from the prices quoted by the Supplier in its bid.
- 27.2 The Contract Price shall be net i.e. after the deduction of all agreed discounts. In the absence of written agreement by the Parties to the contrary, the Contract Price shall include the cost of packing materials, addressing, labeling, loading and delivery to the Location, and all appropriate tax and duty.
- 27.3 Except as provided in GCC Sub-Clause 14.1, the Contract price may only be increased above amounts stated in GCC Sub-Clause 27.1 if the Parties have agreed to additional payments in accordance with GCC Clause 13.

#### **28. Mode of Billing and Terms of Payment**

- 28.1 In consideration of the Supplier's due and proper performance of its obligations under the Contract, the Supplier may charge the Public Body the Contract Price in accordance with this Clause.
- 28.2 The Supplier's request for payment shall be made in accordance with contract document
- 28.3 The Public Body shall pay the Contract Price to the Supplier, within the period specified in the SCC and upon receipt of the Goods and valid invoice (rendered in accordance with Sub-Clause 32.3).
- 28.4 All payment to the Supplier under this Contract shall be made in currency specified in the SCC.
- 28.5 The Public Body shall not be responsible for the payment of any charges for Goods supplied in excess of the Goods required by the Purchase Order or any variation of it unless authorized in writing by a further Purchase Order.
- 28.6 No payment of or on account of the Contract Price shall constitute any admission by the Public Body as to proper performance by the Supplier of its obligations.
- 28.7 If a Contract is terminated for any reason, the guarantee securing the advance payment may be invoked in order to recover the balance of the advance payment still owed by the Supplier.

#### **29. Forms**

- 29.1 Unless otherwise agreed in writing by the Public Body and the Supplier: (a). a delivery note shall accompany each delivery of the Goods;

- (b). an invoice shall be rendered on the Supplier's own Commercial invoice form;
  - (c). all delivery notes and invoices shall be clearly marked with the Public Body's purchase order number, the name and address of the Public Body and the description and quantity of the Goods, and shall show separately any additional charge for containers and/or any other item not included in the Contract Price or, where no charge is made, whether the containers are required to be returned.
- 29.2 Sub-Clause 29.1 shall be compatible in all respects with the Contract.
- 29.3 With the prior written agreement of the Parties, the arrangements set out in Sub-Clause 29.1 may be suspended in favor of alternative arrangements (including new logistics processes).

### **Obligations of the Supplier**

#### **30. Supplier's Responsibilities**

- 30.1 The Supplier shall supply all the Goods included in the Scope of Supply in accordance with GCC Clause 42, and the Delivery and Completion Schedule, as per GCC Clause 44.

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

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

#### **32. Eligibility**

- 32.1 All Goods supplied under the Contract shall have their origin in an eligible country pursuant to Section 5.
- 32.2 For purposes of this Clause, "origin" means the place where the Goods were grown, or produced, or from which the goods are supplied.
- 32.3 The origin of Goods is distinct from the nationality of the Supplier.

#### **33. Code of Conduct**

- 33.1 The Supplier shall, at all times, act loyally and impartially and as a faithful adviser to the Public Body in accordance with the rules and/or code of conduct of its profession as well as with appropriate discretion. The Supplier shall, in particular, at all times refrain from making any public statements concerning the Goods without the prior approval of the Public Body, and from engaging in any activity which conflicts with its obligations toward the Public Body under the contract. It shall not commit the Public Body without its

prior written consent, and shall, where appropriate, make this obligation clear to third parties.

- 33.2 If the Supplier or any of its Subcontractors, personnel, agents or servants offers to give or agrees to offer or to give or gives to any person, any bribe, gift, gratuity or commission as an inducement or reward for doing or forbearing to do any act in relation to the contract or any other contract with the Public Body, or for showing favor or disfavor to any person in relation to the contract or any other contract with the Public Body, then the Public Body may terminate the contract, without prejudice to any accrued rights of the Supplier under the contract.
- 33.3 The payments to the Supplier under the contract shall constitute the only income or benefit it may derive in connection with the contract and neither it nor its personnel shall accept any commission, discount, allowance, indirect payment or other consideration in connection with, or in relation to, or in discharge of, its obligations under the contract.
- 33.4 The Supplier shall not have the benefit, whether directly or indirectly, of any royalty, gratuity or commission in respect of any patented or protected article or process used in or for the purposes of the contract or the project, without the prior written approval of the PublicBody.
- 33.5 The Supplier and its staff shall maintain professional secrecy, for the duration of the contract and after completion thereof. In this connection, except with the prior written consent of the Public Body, neither the Supplier nor the personnel employed or engaged by it shall at any time communicate to any person or entity any confidential information disclosed to them or discovered by them, or make public any information as to the recommendations formulated in the course of or as a result of the services. Furthermore, they shall not make any use prejudicial to the Public Body, of information supplied to them and of the results of studies, tests and research carried out in the course and for the purpose of performing thecontract.
- 33.6 The execution of the contract shall not give rise to unusual commercial expenses. If such unusual commercial expenses emerge, the contract will be terminated. Unusual commercial expenses are commissions not mentioned in the contract or not stemming from a properly concluded contract referring to the contract, commissions not paid in return for any actual and legitimate service, commissions remitted to a tax haven, commissions paid to a recipient who is not clearly identified or commission paid to a company which has every appearance of being a frontcompany.
- 33.7 The Supplier shall supply to the Public Body on request supporting evidence regarding the conditions in which the contract is being executed. The Public Body may carry out whatever documentary or on-the spot checks it deems necessary to find evidence in case of suspected unusual commercialexpenses.

#### **34. Conflict ofInterests**

- 34.1 The Supplier shall take all necessary measures to prevent or end any situation that could compromise the impartial and objective performance of the Contract. Such conflict of interests could arise in particular as a result of economic interest, family or emotional ties, or any other relevant connection or shared interest. Any conflict of interests, which could arise during performance of the Contract, must be notified in writing to the Public Body withoutdelay.
- 34.2 The Public Body reserves the right to verify that such measures are adequate and may require additional measures to be taken if necessary. The Supplier shall ensure that its staff, including its management, is not placed in a situation, which could give rise to conflict of interests. WithoutprejudicetoClause22,theSuppliershallreplace,immediatelyandwithout

compensation from the Public Body, any member of its staff exposed to such a situation.

- 34.3 The Supplier shall refrain from any contact, which would compromise its independence or that of its personnel. If the Supplier fails to maintain such independence, the Public Body may, without prejudice to compensation for any damage, which it may have suffered on this account, terminate the contract forthwith, without giving formal notice thereof.
- 34.4 The Supplier shall, after the conclusion or termination of the contract, limit its role in connection to the provision of the Goods. Except with the written permission of the Public Body, the Supplier and any other supplier with whom the Supplier is associated or affiliated shall be disqualified from the execution of works, goods or other services for the Public Body in any capacity.

### **35. Insurance**

- 35.1 Unless otherwise specified in the SCC, the Goods supplied under the Contract shall be fully insured, in a freely convertible currency, against loss or damage incidental to acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms.

### **36. Product Information**

- 36.1 The Supplier shall provide the Public Body the Product Information in such manner and upon such media as agreed between the Supplier and the Public Body from time to time for the sole use by the Public Body.
- 36.2 The Supplier warrants that the Product Information is complete and accurate as at the date upon which it is delivered to the Public Body and that the Product Information does not contain any data or statement which gives rise to any liability on the part of the Public Body following publication of the same in accordance with this Clause.
- 36.3 In the event the Product Information ceases to be complete and accurate, the Supplier shall promptly notify the Public Body in writing of any modification or addition to or any inaccuracy or omission in the Product Information.

- 36.4 The Public Body may reproduce for its sole use the Product Information provided by the Supplier in the Public Body's catalogue from time to time which shall be made available on the Federal Government of Ethiopia internal communications network in electronic format or made available on the Public Body's external website or any other electronic media of the Public Body from time to time.
- 36.5 Before any publication of the Product Information (electronic or otherwise) is made by the Public Body, the Public Body will submit a copy of the relevant sections of the Public Body's catalogue to the Supplier for approval, such approval not to be unreasonably withheld or delayed. For the avoidance of doubt the Supplier shall have no right to compel the Public Body to exhibit the Product Information in any service catalogue as a result of the approval given by it pursuant to this Sub-Clause or otherwise under the terms of this Contract.
- 36.6 Subject to Clause 36.7, the Supplier agrees to indemnify and keep indemnified the Public Body against any liability, loss, costs, expenses, claims or proceedings whatsoever arising out of or in connection with any statement relating to the goods (including, without limitation, the Goods) or information or material on or description of the goods and services (including, without limitation, the Goods) provided by or on behalf of the Supplier which is included in the Public Body's catalogue or any associated material produced by the Public Body for the purpose of illustrating the range of goods (including, without limitation, the Goods) available pursuant to the Public Body contracts from time to time.
- 36.7 The Supplier shall not be required to indemnify or keep indemnified the Public Body against any liability, loss, costs, expenses, claims or proceedings whatsoever arising under Sub-Clause 36.6 as a result of the Public Body's willful or negligent misrepresentation of any statement relating to the goods and services (including, without limitation, the Goods) or information or material on or description of the goods and services (including, without limitation, the Services) provided by or on behalf of the Supplier which is included in the Public Body's catalogue from time to time or any associated material produced by the Public Body for the purpose of illustrating the range of goods and services (including, without limitation, the Goods) available pursuant to the Public Body contracts from time to time.

### **37. Accounting, Inspection and Auditing**

- 37.1 The Supplier shall keep accurate and systematic accounts and records in respect of the Goods hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time charges and costs.
- 37.2 For the purpose of the examination and certification of the Public Body's accounts; or any examination of the economy, efficiency and effectiveness with which the Public Body has used its resources, the Federal Auditor General and the Public Procurement and Property Administration Agency or its auditors may examine such documents as he may reasonably require which are owned, held or otherwise within the control of the Supplier and may require

the Supplier to produce such oral or written explanation as he considers necessary. The Supplier acknowledges that it will fully cooperate with any counter fraud policy or investigation carried out by authorized body at any time.

**38. DataProtection**

- 38.1 The Supplier shall comply with all applicable data protection legislation. In particular the Supplier agrees:
- (a). To maintain appropriate technical and organizational security measures;
  - (b). To only process Personal Data for and on behalf of the Public Body, in accordance with the instructions of the Public Body and for the purpose of performing its obligations under theContract;
  - (c). To allow the Public Body to audit the Supplier's compliance with the requirements of this Clause on reasonable notice and/or to provide the Public Body with evidence of its compliance with the obligations set out in thisClause.
- 38.2 The Supplier agrees to indemnify and keep indemnified the Public Body against all claims and proceedings and all liability, loss, costs and expenses incurred in connection therewith by the Public Body as a result of any claim made or brought by any individual or other legal person in respect of any loss, damage or distress caused to that individual or other legal person as a result of the Supplier's unauthorized processing, unlawful processing, destruction of and/or damage to any Personal Data processed by the Supplier, its employees or agents in the Supplier's performance of the Contract or as otherwise agreed between theParties.

**39. Review**

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

**40. PerformanceSecurity**

- 40.1 The Supplier shall, within fifteen (15) days from signing the contract, provide a Performance Security for the due performance of the Contract in the amount specified in theSCC.
- 40.2 The proceeds of the Performance Security shall be payable to the Public Body as compensation for any loss resulting from the Supplier's failure to complete its obligations under theContract.
- 40.3 The Performance Security shall be denominated in currency specified in the SCC, and shall be in the form of cash, cheque certified by a reputable bank, letter of credit, or Bank Guarantee in the format specified in theSCC.
- 40.4 The Performance Security shall be discharged by the Public Body and returned to the Supplier not later than twenty-eight (28) days following the date of completion ofthe

Supplier's performance obligations under the Contract, including, Notwithstanding the provision of Sub-Clause 40.2 above, the Performance Security may be returned to the Supplier where the Procurement Endorsing Committee ascertains that the noncompliance of the Supplier does not affect the interest of, or entail additional cost on the Public Body and is not due to the fault of the Supplier.

- 40.5 The Public Body shall be required to submit any document in its possession in relation to a procurement in which it authorizes the return of the Performance Security to the Supplier and account for its action under the preceding Sub-Clause 40.5 of this GCC to the Public Procurement and Property Administration Agency or other competent body if and when required to do so.

### **Performance of the Contract**

#### **41. Scope of Supply**

- 41.1 Subject to the SCC, the Goods to be supplied shall be as specified in the Section 6, Statement of Requirements.
- 41.2 Unless otherwise stipulated in the Contract, the Supply shall include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining Delivery and Completion of the Goods and Related Services as if such items were expressly mentioned in the Contract.

#### **42. Specifications and Standards**

##### **42.1 Technical Specifications**

- (a). The Supplier shall ensure that the Goods comply with technical specifications mentioned above and others specifications not mentioned in this document will be evaluated as per Ethiopian Standard (ES 665:2017)
- (b). Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Statement of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Public Body and shall be treated in accordance with GCC Clause 13.

#### **43. Delivery**

- 43.1 The Supplier shall deliver the Goods to the Location and in accordance with any delivery instructions in the SCC, Purchase Order or as agreed by the Parties in writing.

- 43.2 Delivery shall be completed when the Goods have been unloaded at the Location and such delivery has been accepted by a duly authorized agent, employee or Location representative of the Public Body. The Public Body shall procure that such duly authorized agent, employee or Location representative of the Public Body is at the delivery location in order to accept such delivery.
- 43.3 In the event that the Public Body require next day or short notice deliveries which are not provided for in the SCC Clause 43.1, the Supplier may pass on any additional costs relating to the delivery of the Goods to the Public Body placing the Purchase Order.
- 43.4 Early or partial deliveries require the explicit written consent of the Public Body, which consent shall not be unreasonably withheld.
- 43.5 Unless otherwise stated in SCC, the Supplier is responsible for obtaining all export and import licenses for the Goods and shall be responsible for any delays due to such licenses not being available when required.
- 43.6 In the case of Parboiled Rice supplied from outside the Federal Democratic Republic of Ethiopia, the Supplier shall ensure that accurate information is provided to the Public Body as to the country of origin of the Goods and shall be liable to the Public Body for any additional duties or taxes for which the Public Body may be accountable should the country of origin prove to be different from that advised by the Supplier.
- 43.7 Where the Public Body agrees in writing to accept delivery by installments the Contract will be construed as a single contract in respect of each installment. Failure by the Supplier to deliver any one installment may allow the Public Body at its option to treat the whole Contract as repudiated depending upon the circumstances of the non-delivery, such option not to be unreasonably invoked.
- 43.8 The details of shipping and other documents to be furnished by the Supplier are specified in the SCC.

#### **44. Packing, Marking, and Documents**

- 44.1 The Supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during shipment to their final destination, as indicated in the Contract. During shipment, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 44.2 Unless otherwise specified in SCC, the following details shall be shown on the outside of every package:
- (a). A description of the Goods which shall include, without limitation, the weight of the Goods where available and the Public Body's Purchase Order number;

- (b). The quantity in the package where available;
- (c). Any special directions for storage;
- (c) Crop Year
- (d) The batch number; and
- (f). The name & Address of the producer of the Goods and the Supplier.
- (g) Country of origin
- (h) Declaration of the product is not produced from genetically modified Wheat Grain.

**45. Quality**

- 45.1 The Goods shall be new crop, and shall be supplied strictly in accordance with the technical Specification stated in section 6 on this bid document performed by the Suppliers shall be in accordance with best practice
- 45.2 The Supplier warrants its expertise and confirms the accuracy of all statements and representations made in respect of the Goods prior to and subsequent to, the Purchase Order.

**46. Inspections and Tests**

- 46.1 The Supplier shall carry out at its own expense and at no cost to the Public Body all such tests and/or inspections of the Goods as are specified in the Statement of Requirements.
- 46.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place in the Federal Democratic Republic of Ethiopia as specified in the SCC. Subject to GCC Sub-Clause 46.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including and production data, shall be furnished to the inspectors at no charge to the Public Body.
- 46.3 The Public Body or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 46.2, provided that the Public Body bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all travelling and board and lodging expenses.
- 46.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Public Body. The Supplier shall obtain from any relevant third party or any necessary permission or consent to enable the Public Body or its designated representative to attend the test and/or inspection.
- 46.5 The Public Body may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impede the progress of and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.

- 46.6 The Supplier shall provide the Public Body with a report of the results of any such test and/or inspection.
- 46.7 The Public Body may reject Rice and packaging material thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or packaging material make alterations necessary to meet the specifications at no cost to the Public Body, and shall repeat the test and/or inspection, at no cost to the Public Body, upon giving a notice pursuant to GCC Sub-Clause46.4.

**47. Rejection of Goods**

- 47.1 Without prejudice to the operation of Sub-Clause 47.4, the Goods shall be inspected by the Public Body or on behalf of it within a reasonable time after delivery under Clause 45 of the Contract and may be rejected if found to be defective or inferior in quality to or differing in form or material from the Statement of Requirements of the Contract, or if they do not comply with any term, whether expressed or implied, of the Contract.
- 47.2 Without prejudice to the operation of Sub-Clause 47.4, the Public Body shall notify the Supplier of:
- (a). The discovery of any defect within a reasonable time of its discovery and shall give the Supplier all reasonable opportunities to investigate such defect; and
  - (b). Any shortage or damage caused in transit and found on delivery within 14 days of delivery or such time as agreed by the Parties.
- 47.3 The whole of any delivery may be rejected if a reasonable sample of the Goods taken indiscriminately from that delivery is found not to conform in every material respect to the Statement of Requirements of the Contract.
- 47.4 The Public Body's right of rejection shall continue irrespective of whether the Public Body has in law accepted the Goods. In particular, taking delivery, inspection, use or payment by the Public Body of the Goods or part of them shall not constitute acceptance, waiver or approval and shall be without prejudice to any right or remedy that the Public Body may have against the Supplier provided that the right of rejection shall cease within a reasonable time from the date on which the Public Body discovers or might reasonably be expected to discover the latent defect or other relevant breach of contract.
- 47.5 Goods so rejected after delivery shall be removed by the Supplier at its own expense within fourteen days from the date of notification of rejection. If the Supplier fails to remove them within such period the Public Body may return the rejected Goods at the Supplier's risk and expense and charge the Supplier for the cost of storage from the date of rejection.

**48. Extensions of Time**

- 48.1 If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of pursuant to GCC Clause 45, the Supplier shall promptly notify the Public Body in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Public Body shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.
- 48.2 Except in case of Force Majeure, as provided under GCC Clause 16, a delay by the Supplier in the

Performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 23, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 48.1 without application of liquidated damages.

#### **49. Performance Measurement**

- 49.1 The Public Body shall ascertain whether the Supplier's provision of the Goods in question meets any performance criteria as specified in the Statement of Requirements or, if the criteria are not so specified, meets the standards of a professional supplier of the Goods. On or before the fifteenth working day of each calendar month during the Contract Period and within 14 days after termination of the Contract, the Public Body may:
- (a). Each Performance Notice issued by the Public Body shall include a proposed rebate of the Contract Price commensurate to the under-performance of the Supplier as recorded in the Performance Notice;
  - (b). If the Supplier disputes any matter referred to in any Performance Notice and/or the proposed rebate of the Contract Price, the Supplier may raise this objection with the Public Body and if this matter is not resolved within 7 days the matter shall be referred to the Dispute Resolution Procedure; and
  - (c). If the Supplier has not risen any objection to the Performance Notice within 7 days of receipt (or such other period as agreed between the Parties) then that Performance Notice shall be deemed to have been accepted by the Supplier and the rebate on the Contract Price referred to therein shall become immediately effective.
- 49.2 The Public Body's rights under this Clause are without prejudice to any other rights or remedies the Public Body may be entitled to.
- 49.3 If required by the Public Body, the Parties shall co-operate in sharing information and developing performance measurement criteria with the object of improving the Parties' efficiency. Any such agreements shall be fully recorded in writing by the Public Body.

**Section 8.**

**Special Conditions of Contract**

**Table of Clauses**

<b>A.</b>	<b>General Provisions</b>	<b>1</b>
<b>B.</b>	<b>The Contract</b>	<b>1</b>
<b>C.</b>	<b>Obligations of the Public Body</b>	<b>3</b>
<b>D.</b>	<b>Payment</b>	<b>3</b>
<b>E.</b>	<b>Obligations of the Supplier</b>	<b>4</b>
<b>F.</b>	<b>Performance of the Contract</b>	<b>5</b>

The following Special Conditions of Contract (SCC) shall supplement the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

GCC Clause Reference	Section 8. Special Conditions of Contract																		
	<b>General Provisions</b>																		
	Procurement Reference Number is: <b>MoTIn/ETBC/ICB/03/2013</b>																		
<b>GCC 1.2(s)</b>	The Public Body is: <b>Ministry of Trade and Industry on behalf of Ethiopian Business corporation</b>																		
<b>GCC 1.2 (x)</b>	The Supplier and its local Agent <b>shall be</b> jointly and severally liable.																		
<b>GCC 6.3 (a)</b>	The meaning of the trade terms shall be as prescribed by. <b><u>International Commercial Terms.</u></b>																		
<b>GCC 6.3 (b)</b>	<b>The version of Inco terms shall be: <u>2020</u></b>																		
	<b>The Contract</b>																		
<b>GCC 7.1 (i)</b>	In addition to documents listed in GCC Clause 7.1 the following documents shall form the Contract: <ul style="list-style-type: none"> <li>(a). Agreement;</li> <li>(b). The Special Conditions of Contract;</li> <li>(c). The General Conditions of Contract;</li> <li>(d). Bid Submission Sheet with Annexes;</li> <li>(e). Price Schedule;</li> <li>(f). Statement of Requirement</li> <li>(g). List of accepted items including their unit price;</li> <li>(h). Bidder Certification of Compliance with Annexes;</li> <li>(i). Technical Specification + Technical Offer + Compliance Sheet with Annexes;</li> <li>(j). Any other document listed in the SCC as forming part of the Contract.</li> </ul>																		
<b>GCC 7.3</b>	The Public Body's authorized representative shall be: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;">Authorized Representative:</td> <td></td> </tr> <tr> <td>P.O. Box:</td> <td></td> </tr> <tr> <td>Street Address:</td> <td></td> </tr> <tr> <td>Town/City:</td> <td></td> </tr> <tr> <td>Post Code:</td> <td></td> </tr> <tr> <td>Country:</td> <td></td> </tr> <tr> <td>Telephone:</td> <td></td> </tr> <tr> <td>Facsimile:</td> <td></td> </tr> <tr> <td>E-mail address</td> <td></td> </tr> </table>	Authorized Representative:		P.O. Box:		Street Address:		Town/City:		Post Code:		Country:		Telephone:		Facsimile:		E-mail address	
Authorized Representative:																			
P.O. Box:																			
Street Address:																			
Town/City:																			
Post Code:																			
Country:																			
Telephone:																			
Facsimile:																			
E-mail address																			

GCC Clause Reference	Section 8. Special Conditions of Contract																																						
	<p>The Supplier's authorized representative shall be:</p> <table border="1" data-bbox="315 401 1373 772"> <tr> <td>Authorized Representative:</td> <td>[insert name and position of the authorized representative]</td> </tr> <tr> <td>P.O. Box:</td> <td>[insert P.O. Box]</td> </tr> <tr> <td>Street Address:</td> <td>[insert street address and number]</td> </tr> <tr> <td>Town/City:</td> <td>[insert name of city or town]</td> </tr> <tr> <td>Post Code:</td> <td>[insert postal code, if applicable]</td> </tr> <tr> <td>Country:</td> <td>[insert country]</td> </tr> <tr> <td>Telephone:</td> <td>[insert telephone number, including country and city codes]</td> </tr> <tr> <td>Facsimile:</td> <td>[insert facsimile number, including country and city codes]</td> </tr> <tr> <td>E-mail address</td> <td>[insert email address]</td> </tr> </table>	Authorized Representative:	[insert name and position of the authorized representative]	P.O. Box:	[insert P.O. Box]	Street Address:	[insert street address and number]	Town/City:	[insert name of city or town]	Post Code:	[insert postal code, if applicable]	Country:	[insert country]	Telephone:	[insert telephone number, including country and city codes]	Facsimile:	[insert facsimile number, including country and city codes]	E-mail address	[insert email address]																				
Authorized Representative:	[insert name and position of the authorized representative]																																						
P.O. Box:	[insert P.O. Box]																																						
Street Address:	[insert street address and number]																																						
Town/City:	[insert name of city or town]																																						
Post Code:	[insert postal code, if applicable]																																						
Country:	[insert country]																																						
Telephone:	[insert telephone number, including country and city codes]																																						
Facsimile:	[insert facsimile number, including country and city codes]																																						
E-mail address	[insert email address]																																						
GCC 8.1	The governing law shall be: <b>The law of the Federal Democratic Republic of Ethiopia.</b>																																						
GCC 10.1 and 10.3	<p>For <b>notices</b>, the Public Body's address shall be:</p> <table border="1" data-bbox="315 905 1373 1461"> <tr> <td>Public Body:</td> <td><b>Ministry of Trade and Industry on behalf of Ethiopian Trading Business Corporation</b></td> </tr> <tr> <td>Attention:</td> <td></td> </tr> <tr> <td>Floor/Room number:</td> <td></td> </tr> <tr> <td>P.O. Box:</td> <td></td> </tr> <tr> <td>Street Address:</td> <td></td> </tr> <tr> <td>Town/City:</td> <td></td> </tr> <tr> <td>Post Code:</td> <td></td> </tr> <tr> <td>Country:</td> <td></td> </tr> <tr> <td>Telephone:</td> <td></td> </tr> <tr> <td>Facsimile:</td> <td></td> </tr> </table> <p>For <b>notices</b>, the Supplier's address shall be:</p> <table border="1" data-bbox="315 1539 1373 1845"> <tr> <td>Supplier:</td> <td>[insert name of Supplier]</td> </tr> <tr> <td>Attention:</td> <td>[insert name of authorized person]</td> </tr> <tr> <td>Floor/Room number:</td> <td>[insert floor and room number, if applicable]</td> </tr> <tr> <td>P.O. Box:</td> <td>[insert P.O. Box]</td> </tr> <tr> <td>Street Address:</td> <td>[insert street address and number]</td> </tr> <tr> <td>Town/City:</td> <td>[insert name of city or town]</td> </tr> <tr> <td>Post Code:</td> <td>[insert postal code, if applicable]</td> </tr> <tr> <td>Country:</td> <td></td> </tr> <tr> <td>Telephone:</td> <td>[insert telephone number, including country and city codes]</td> </tr> </table>	Public Body:	<b>Ministry of Trade and Industry on behalf of Ethiopian Trading Business Corporation</b>	Attention:		Floor/Room number:		P.O. Box:		Street Address:		Town/City:		Post Code:		Country:		Telephone:		Facsimile:		Supplier:	[insert name of Supplier]	Attention:	[insert name of authorized person]	Floor/Room number:	[insert floor and room number, if applicable]	P.O. Box:	[insert P.O. Box]	Street Address:	[insert street address and number]	Town/City:	[insert name of city or town]	Post Code:	[insert postal code, if applicable]	Country:		Telephone:	[insert telephone number, including country and city codes]
Public Body:	<b>Ministry of Trade and Industry on behalf of Ethiopian Trading Business Corporation</b>																																						
Attention:																																							
Floor/Room number:																																							
P.O. Box:																																							
Street Address:																																							
Town/City:																																							
Post Code:																																							
Country:																																							
Telephone:																																							
Facsimile:																																							
Supplier:	[insert name of Supplier]																																						
Attention:	[insert name of authorized person]																																						
Floor/Room number:	[insert floor and room number, if applicable]																																						
P.O. Box:	[insert P.O. Box]																																						
Street Address:	[insert street address and number]																																						
Town/City:	[insert name of city or town]																																						
Post Code:	[insert postal code, if applicable]																																						
Country:																																							
Telephone:	[insert telephone number, including country and city codes]																																						

GCC Clause Reference	Section 8. Special Conditions of Contract	
	Facsimile:	[insert facsimile number, including country and city codes]
	E-mail address	[insert email address]
GCC 14.1	In case of change of laws and regulation after the deadline for submission of the Bid Contract Price <b>Shall not be</b> correspondingly increased or decreased and/or the Delivery Date ShallnotbereasonablyadjustedtotheextentthatSupplierhastherebybeenaffectedinthe Performance of any of its obligations under the Contract.	
GCC 22.5	The repair or replace period will be: 30 DAYS after receipt of the notice.	
	<b>Obligations of the Public Body</b>	
GCC 26.1	The Public Body shall, if so required by the Supplier, assist the Supplier in complying with Requirements: <b>NO MODIFICATION.</b>	
	<b>Payment</b>	
GCC 27.4	The Public Body shall pay the Contract Price to the Supplierasfollows: <b>As per the offer.</b>	
	<b>E. Obligations of the Supplier</b>	
GCC 35.1	The amount of aggregate liability shall be: <b>Contract price plus 10%</b>	
GCC 45.1	The insurance coverage shall be in accordance with: <b>Specified GCC 45.1 Inco terms</b>	
GCC 40.1	The amount of the Performance Security shall be: <b>10% of contract price.</b>	
GCC 40.3	The types of acceptable Performance Securities are: Performance Guarantee Within 15 days from receipt of notification that his bid has been accepted, the successful bidder shall furnish a guarantee for satisfactory performance of contract equal to 10% of the total contract price Payable to the BUYER. The performance guarantee shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the buyer and shall be in the form of Bank Guarantee or CPO issued by a commercialBank of Ethiopia located in the Purchaser's country. <b><u>INSURANCE BOND SHALL NOTBE ACCEPTED.</u></b> The successful bidder shall be released from the performance guarantee upon final satisfactory completion of the contract. The currency shall be: <b>The contract currency.</b>	

<b>GCC Clause Reference</b>	<b>Section 8. Special Conditions of Contract</b>
<b>GCC 40.4</b>	<u>Discharge of the Performance Security shall take place: 30days after full delivery.</u>

	<b>Performance of the Contract</b>
<b>GCC 42.1</b>	The Scope of Supply shall be defined in: Section 6 of this bid document under “statement of requirement”.
<b>GCC 44.1</b>	<p><b>The Supplier shall deliver the Goods for the inspection purpose to the following Locations:</b></p> <p><b>Port of loading.</b></p> <p>The load ports shall be any world port(s).</p> <p>The supplier may plan exporting from anywhere but the bidder has to declare or describe the name of load port in their proposal in order to fix loading vessel. The supplier should state the name of load port on its technical and financial offer. The supplier/ bidder shall not state more than <u>one (1) loading port for the 170,300 MT</u> on its technical and financial offer. Otherwise, it shall be sufficient reason for rejection. <u>Since the shipment is carried out by ESLSE,</u> the supplier should make ready for loading minimum of 25,000 metric ton of parboiled rice at the port of loading.</p>
<b>GCC 44.1</b>	The Supplier shall be responsible for obtaining all export and import licenses for the Goods.

**GCC 54.9**

Supplier delivers FOB bulk.

**Shipment of all milling wheat shall be by Ethiopian Shipping and Logistic service Enterprise (ESLSE) Vessel.** This means the Seller will deliver milling wheat in bulk for shipment at the load port and bags will be provided by the Seller at the discharge port and bagging will be undertaken by the supplier at the discharge port.

For each shipment, the Supplier shall provide 7 to 10 day laycan window in writing to the Ethiopian Shipping and Logistic service Enterprise (ESLSE) and the Buyer at least 15 days prior to the first day of the indicative laycan subject always to the Buyer's obligation to open a workable LC in accordance with the Contract.

By the date which is 8 days before the first day of the relevant laycan, the Supplier shall narrow the proposed laycan window to 3 days.

**The seller should make sure you mention on your offer:**

- the port of loading (Port ---- ----)
- the capacity for 20'FCL with maximum 20 MT G. Weight
- The shipment period should be started .....
- loading capacity per container should not be less than
  - 800 bags for 25Kg

The quantity shipped will be as stated on the relevant Bill of Lading.

Accordingly 170,300 MT **should not** be lifted from more than one port (1X170, 300) to save expenses and thereby minimize freight costs.

The shipping and other documents to be furnished by the Supplier are:

- Sellers' signed Commercial invoice in 5 copies
- Full set of clean on board Ocean Bill of Lading marked "Freight Prepaid". Three originals and three non-negotiable copies.
- Certification of Weight /sampling/ Quality issued by first class independent

Internationally recognized superintendent, also stating that the wheat is suitable for human consumption, one original and one copy.

- Fumigation certificate issued by first class independent internationally recognized superintendent.
- Radiation free certificate issued by first class independent internationally recognized superintendent
- Certificate of Origin issued by or endorsed by Chamber of Commerce of the Country or the Countries of Origin
- Phytosanitary certificate.
- Beneficiary's Certificate confirming that copies of all shipment documents were sent to Buyer's Bank as required under the L/C.

**The condition of vessel and transport shall be as follows:**

**Additional Terms**

Not later than ten (10) UK/Geneva working days before the first day of the relevant laycan, Buyer shall provide Supplier with a vessel nomination that fully complies with all requirements notified by the Supplier to the Buyer

Buyer shall be responsible for compliance of the vessel with all current load port information and all applicable governmental, local and port authority regulations, the Supplier's and their suppliers' regulations (if any) and any other requirements of whatever nature and in force at the load port. If any vessel nominated by Buyer does not comply with the provisions of this Clause, Supplier or their supplier may refuse to berth or load the vessel in question.

Notwithstanding any prior acceptance of the vessel by Supplier, Supplier or their suppliers shall be entitled to reject, refuse to berth or refuse to load (or continue to load, as the case may be) any vessel that is nominated or substituted by Buyer that fails to comply with all of the requirements above or any one or more of them. The above list is non-exhaustive and Buyer's nominated vessel is subject to Supplier's acceptance.

All time and costs lost or spent as a result of Buyer's failure to nominate a conforming vessel or to procure that a conforming vessel tenders NOR within the relevant agreed laycan shall be to the Buyer's account, including all demurrage at the load port, and all costs incurred in relation to storage of the Goods, insurance costs, carrying costs and any other fees and

penalties with respect to the vessel or the Goods.

Buyer shall be obliged to substitute any non-conforming vessel with a vessel complying with all requirements.

If Buyer has not nominated a compliant vessel by the date which is 4 working days of the first day of the relevant laycan then Seller has the right, but not the obligation to nominate a vessel to the Buyer, and in the event the Seller does exercise this right, the Buyer shall be obliged to accept the vessel and prepay the Seller for such freight.

All dues, duties, fees, taxes and other charges of every description upon the vessel and/or the freight shall be for Buyer's account as well as all pilotage, mooring and towage expenses incurred at the load port.

Buyer's vessel shall advise Supplier of her expected time of arrival 7 days, daily, 72-48-24-6 hours before arrival (each an 'ETA notice'). Failure to advise any of the above ETA notices shall increase the lay time allowed to Supplier by the number of hours by which the actual ETA notice is less than required herein, but the total increase in lay time shall not exceed 24 hours.

Lay time shall commence upon tendering of Notice of Readiness plus 6 hours or vessel all fast, whichever is earlier.

Demurrage shall be payable in accordance with the charter party. Demurrage to be settled between Supplier and Buyer upon presentation of demurrage invoice based on statement of facts signed by vessel agents, master of the vessel and Supplier' agent at load port.

**The supplier to be responsible for covering demurrages to vessel if the detains/keeps the vessel more than the agreed lay days as per the charter party.**

All taxes or levies imposed by the country of destination on the products, having any effect on this Contract are for Buyer's account and his sole responsibility. All taxes or levies and port dues imposed on the product by the country of origin, having any effect on this Agreement are for the Supplier's account and his sole responsibility.

 **The term Laycan means cargo readiness time.**

**GCC 48.2**

The following details shall be shown on marking and documentation within and outside the packages.

Each unit of equipment, and each shipping document shall be plainly marked as follows:

**To: Ministry of Trade and Industry on Behalf of  
Ethiopian Trading Business Corporation**

**ADDISABABA  
ETHIOPIA**

**Ref. No.MoTIn/ETBC/ICB/03/2013  
FROM: SUPPLIER'S NAME AND  
ADDRESS**

Although the buyer shall be the consignee for all items the supplier or his agent shall be jointly and severally be completely Responsible for all items.

Buyer shall be responsible for the Goods at the point the Goods pass the ship's rail at the Load Port in accordance with the FOB Incoterm.

GCC 48.2	<p><b>Inspections and tests will be conducted at:</b></p> <p>The Supplier shall furnish for each shipment of Goods certificates of quality and quantity issued by an independent inspector <b>appointed by the buyer with Ethiopian Conformity Assessment Enterprise</b> at the load port, certifying that the Goods comply with the quality specifications as set out in the Statement of Requirements and stating the quantity of Goods being provided in that particular shipment. Each shipment shall comprise 50,000 MT +/- 10%. All shipment together shall constitute the agreed quantity for delivery under the Contract of 400,000MT +/- 10%.</p> <p>The quantity shipped will be as stated on the relevant Bill of Lading.</p> <p>Ministry of Trade and Industry or Ethiopian Trade Business Corporation reserves the right to appoint its own independent inspector and have a delegation of up to 3 representatives, each at the cost of the Supplier, attend and supervise the inspection undertaken at the load port. The Supplier shall give notice to the Buyer when the Goods are ready for loading at the load port to enable the Buyer's inspector and representatives to attend the inspection.</p> <p>Inspections and tests shall be conducted at the Load Port and shall be final and binding on the parties in the absence of manifest error</p> <p>Delivery time, if stated as a number of days, shall exclude Saturdays, Sundays and holidays. That is Calendar Days.</p> <p><b>Note:</b></p> <p><b>The buyer with Ethiopian Conformity Assessment Enterprise will nominate an internationally recognized inspection company on behalf of the beneficiary. The Supplier shall cover all costs related to the appointment of the Buyer's inspector and their attendance at the load port inspection, such costs to be benchmarked against international standards.</b></p>

**Section 9. Contract Forms**

**Table of Contents**

<b>A.</b>	<b>Contract Agreement</b>	<b>1</b>
<b>1.</b>	<b>The Agreement</b>	<b>1</b>
<b>2.</b>	<b>Term of Contract Agreement</b>	<b>2</b>
<b>B.</b>	<b>Performance Security</b>	<b>3</b>
<b>C.</b>	<b>Advance Payment Security</b>	<b>4</b>

**A. Contract Agreement**

**For the Procurement of [insert type of goods and related services]**

**Procurement Reference No:**

This Contract Agreement is made on the [insert day] day of the month of [insert month], [insert year]

**BETWEEN**

[insert complete name of Public Body] **of the Federal Democratic Republic of Ethiopia**, and having its principal place of business [insert registered address] (hereinafter called the “Public Body”),

**And**

[insert name of the Supplier], a corporation incorporated under the laws of [insert country of supplier] and having its principal place of business at [insert registered address of Supplier] (hereinafter called the “Supplier”), of the other part

**WHEREAS**

- (a). The Public Body invited bids for Rice hereinafter called the “Goods”), [insert brief description of Goods] and has accepted a Bid by the Supplier for the supply of those Goods in the sum of [insert Contract Price in words and figures] (hereinafter called “the Contract Price”) in the manner and on the terms described herein
- (b). The Supplier having represented to the Public Body that it has the required skills, personnel and technical resources, has agreed to provide the Goods on the terms and conditions set forth in this Contract;

**NOW THEREFORE** the parties hereto hereby agree as follows:

**1. The Agreement**

- 1.1 In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
- 1.2 The following documents shall constitute the Contract between the Public Body and the Supplier, and each shall be read and construed as an integral part of the Contract:
  - 1. This Contract Agreement;
  - 2. The Special Conditions of Contract;
  - 3. The General Conditions of Contract;
  - 4. The Bid Submission Sheet with Annexes;
  - 5. Price Schedule;
  - 6. List of accepted items including their unit price;
  - 7. Bidder Certification of Compliance with Annexes;
  - 8. Technical Specification + Technical Offer + Compliance Sheet with Annexes;
  - 9. [Add here any other document listed in the SCC as forming part of the contract]

all attached hereto and made a part hereof.

- 1.3 This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.
- 1.4 In consideration of the payments to be made by the Public Body to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Public Body to provide the Goods and to remedy defects therein in conformity in all respects with the provisions of the Contract.
- 1.5 The Public Body hereby covenants to pay the Supplier in consideration of the provision of the Goods and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

**2. Term of Contract Agreement**

- 2.1 The Contract shall enter into force on the date on which it is signed by the last contracting party.
- 2.2 Under no circumstances may implementation commence before the date on which the Contract Agreement enters into force.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

**SIGNED** for and on behalf of [insert name of Public Body]  
**Signature:**  
**Name:**  
 [insert name of Authorized Representative]  
**Position:**  
**Date:**[insert date]

**WITNESS** to signature on behalf of [insert name of Public Body]  
**Signature:**  
**Name:**[insert name of Witness]  
**Position:**  
**Date:** [insert date]

**SIGNED** for and on behalf of [insert name of the Supplier]  
**Signature:**  
**Name:**[insert name of Authorized Representative]  
**Position:**  
**Date:**[insert date]

**WITNESS** to signature on behalf of [insert name of the Supplier]  
**Signature:**  
**Name:**[insert name of Witness]  
**Position:**  
**Date:** [insert date]

**B. Performance Security  
(Bank Guarantee)**

**Date:** [insert date (as day, month, and year) of Bid Submission]

**Procurement Reference No:** [insert Procurement Reference No.]

**To:** [insert complete name of Public Body]

WHEREAS [insert complete name of Supplier] (hereinafter “the Supplier”) has undertaken, pursuant to Contract No. [insert number] Dated[insert day and month], [insert year] to supply [brief description of the Goods and Related Services] (hereinafter “the Contract”).

AND WHEREAS it has been stipulated by you in the aforementioned Contract that the Supplier shall furnish you with a security [insert type of security] issued by a reputable guarantor for the sum specified therein as security for compliance with the Supplier’s performance obligations in accordance with the Contract.

AND WHEREAS the undersigned[insert complete name of Guarantor], legally domiciled in [insert complete address of Guarantor], (hereinafter the” Guarantor”), have agreed to give the Supplier security:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of [insert currency and amount of guarantee in words and figures] and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract, without cavil or argument, any sum or sums within the limits of [insert currency and amount of guarantee in words and figures] as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This security is valid until the [insert number] day of [insert month], [insert year].

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No 458.

Name: [insert complete name of person signing the Security]

In the capacity of [insert legal capacity of person signing the Security]

Signed: [insert signature of person whose name and capacity are shown above]

Duly authorized to sign the Security for and on behalf of: [insert complete name of Bidder]

Dated on [insert day] day of [insert month], 20[insert year of signing]

**Anti-Bribery Pledge Forms****Ministry of Trade and Industry****Adiss Ababa***Dear,*

Having examined the under mentioned “corrupt and Fraudulent Practice” We have agreed to sign this anti-Bribery pledge form and confirm and assure to purchaser that will not at any time engage ourselves into these evil practices.

In pursuance of this policy the purchaser defines:-

- a) I. “Corrupt Practice” means one offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
- II. “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the purchaser and includes collusive practice among bidders (Prior to or after bid submission designed to establish bid prices at artificial non-competitive levels and to deprive the purchaser of the benefits of free and open competition.
- b) Will reject a proposal for award if it determines that the Bidders recommended for award has engaged in corrupt of fraudulent practices in competing for the contract in question;
- c) Will declare a firm ineligible, either indefinitely or a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt of fraudulent practices in competing for, or in executing a contract.

In addition to this, we understand that the purchaser has the right to reject firms which are found to be corrupted fraudulent.

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

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature and seal

\_\_\_\_\_  
(In capacity of

**Ministry of Trade and Industry**  
**Invitation For Bid**

**Name of Project: Procurement of 170,300 Ton Parboiled Rice on behalf Ethiopian Trading Business Corporation**

**Procurement Reference number: MoTIn/ETBC/ICB/03/2013**

1. Bidding will be conducted in accordance with the International Competitive Bid (ICB) procedures, contained in the Public Procurement and Property Administration Proclamation of the Government of the Federal Democratic Republic of Ethiopia and is open to all bidders from eligible source countries.
2. Interested eligible bidders may obtain further information from MOTI by sending an email to [moti.proc@motin.gov.et](mailto:moti.proc@motin.gov.et) and by letter specified invitation to bid.
3. A complete set of bidding documents in English can be purchased by interested bidder from **Ministry of Trade and Industry**, AratKillo behind Tourist Hotel, 1<sup>st</sup> floor, room No.110 upon payment of non-refundable fee of Birr 200.00 (Two Hundred Birr) for each. The method of payment will be in cash.
4. The bid must be accompanied by a bid security amount valued 400.000 ETB or equivalent amount for each lot in the form of CPO or an unconditional Bank counter guarantee from domestic commercial Banks. The bid security should be in the name of Ministry of Trade and Industry.
5. Bid must be delivered to **Ministry of Trade and Industry**, Arat Killo behind Tourist Hotel, 1<sup>st</sup> floor, room No.110 on or being **April 20** 2021 at 10:00 a.m.
6. Bids will be opened in the presence of the bidders or their representatives who choose to attend the event at **Ministry of Trade and Industry**, Arat Killo behind Tourist Hotel, and ground floor conference Hall on **April 20** 2021 at 10:30 a.m.
7. MOTI at any time and without notice, decide to modify, extend, suspend, cancel or annul the any bids without incurring any liability.

**Address - Ministry of Trade and Industry**

**Tel-0118583151 Or 0115532015**

**Addis Ababa, Ethiopia**