

Section 1 Instructions to Bidders

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Section 1. Instructions to Bidders**A. General****1. Scope of Bid**

- 1.1 The Procuring Entity indicated in the Bid Data Sheet (BDS), invites bids for the provision of the Services specified in Section 2, Terms of Reference to commence on the date indicated in the BDS.
- 1.2 The Instructions to Bidders (ITB) should be read in conjunction with the BDS. The subject and procurement reference number are provided in the BDS.
- 1.3 Throughout this Bidding Document:
 - (a) The term “in writing” means communicated in written form with proof of receipt and shall include the methods of communication specified in the BDS;
 - (c) “Day” means calendar day.

2. Eligible Bidders

- 2.1 A Bidder shall:
 - (a) Have the legal capacity to enter into a contract;
 - (b) Not be insolvent, in 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; and
 - (c) Have fulfilled their obligations to pay taxes according to the laws of the Federal Democratic Republic of Ethiopia.
- 2.2 Bidder shall submit with its Bid:
 - (a) Appropriate documentary evidence demonstrating its compliance, which shall include:
 - (i) Its trading licence or equivalent;
 - (ii) Its tax clearance certificate and VAT registration, and
 - (iii) Any relevant professional practice certificates.
- 2.3 A Bidder may be a private, public 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 JV, consortium, or association:
 - (a) All parties to the JV, consortium or association shall be jointly and severally liable; and
 - (b) A JV or association shall propose a Representative who shall have the authority to conduct all businesses for and on behalf of any and all the parties of the JV, group or association during the bidding process and, in the event the JV, group or association is awarded the Contract, during contract execution.

3. Clarification of Bidding Document

- 3.1 A prospective Bidder requiring any clarification of the Bidding Document shall contact the Procuring Entity in writing at the Procuring Entity’s address indicated in the BDS. The Procuring Entity will respond in writing to any request for clarification, provided that such request is received no later than ten (10) days prior to the deadline for bid submission. The Procuring Entity shall forward copies of its response to all Bidders who have acquired the Bidding Document directly from it, including a description of the inquiry but without identifying its source. Should the Procuring Entity deem it necessary to amend the Bidding Document as result of a clarification, it shall do so following the procedure

4. Amendment of Bidding Document

- 4.1 At any time prior to the deadline for submission of bids, the Procuring Entity may amend the

Bidding Document by issuing addenda.

- 4.2 Any addendum issued shall be part of the Bidding Document and shall be communicated in writing to all who have obtained the Bidding Document directly from the Procuring Entity.

B. Preparation of Bids**5. Cost of Bidding**

- 5.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, including any visits to the Procuring Entity, and the Procuring Entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

6. Language of Bid

- 6.1 The bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Procuring Entity, shall be written in English.

7. Preparation of Bids

- 7.1 Bidders are required to prepare and submit separate technical and financial proposals
7.2 A pre-bid meeting will be held if needed. Attendance at the pre-bid meeting is optional.

8. Documents Comprising the Bid

- 8.1 The bid shall comprise the following:
- (a) The Bid Submission Sheet,
 - (c) Written confirmation authorizing the signatory of the bid to commit the Bidder, in accordance
 - (e) Documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted; and
 - (f) Any other document(s) required.

9. Bid Submission Sheet and Price Schedule

- 9.1 The Bidder shall submit the Bid Submission Sheet using the form provided in Section 4 and 5, Bidding Forms. This form must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.

10. Bid Prices and Discounts

- 10.1 The price to be quoted in the Bid Submission Sheet shall be the total price of the bid, excluding any discounts offered.

11. Currencies of Bid

- 11.1 Prices shall be quoted in **Ethiopian Birr**.

12. Documents Establishing the Qualifications of the Bidder

- 12.1 To establish its qualifications to perform the Contract, the Bidder shall complete and submit:
- (a) The Qualification Form provided in Section 4, Bidding Forms; and
 - (b) The information and documents stated in, Evaluation and Qualification Criteria

13. Period of Validity of Bids

- 13.1 Bids shall remain valid for the period specified in the BDS after the date of the bid submission deadline prescribed by the Procuring Entity. A bid valid for a shorter period shall be rejected by

the Procuring Entity as non-compliant.

- 13.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Procuring Entity may request Bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a Bid Security is requested in, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its bid.

14. Bid Security

- 14.1 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.
- 14.2 The Bid Security shall:
- (a) At the Bidder's option, be in the form of cash, a certified cheque or payable order, bank draft, letter of credit, or an unconditional bank guarantee. Securities issued by foreign banks or financial institutions shall be counter-guaranteed by an Ethiopian bank;
 - (b) Be substantially in accordance with the form of bid security included in Section 4, Bidding Forms, or other form acceptable to the Procuring Entity;
 - (c) Be payable promptly upon written demand by the Procuring Entity in the case that any of the conditions are invoked; and
 - (d) Remain valid for a period of 28 days beyond the original validity period of bids, or beyond any period of extension.
- 14.3 If a bid security is required, any bid not accompanied by a substantially responsive Bid Security, shall be rejected by the Procuring Entity as non-responsive.
- 14.4 The Bid Security of unsuccessful Bidders shall be returned as promptly as possible once the successful Bidder has signed the Contract and provided any required Contract Security.
- (a) If a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Submission Sheet, or
 - (b) If the successful Bidder fails to:
 - (i) Sign the Contract
 - (ii) Furnish any Contract Security required

15. Format and Signing of Bid

- 15.1 The Bidder shall prepare one original of each of the documents clearly marked "**ORIGINAL**". 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.
- 15.2 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person duly authorised to sign on behalf of the Bidder. This authorisation shall consist of a written confirmation as specified in the BDS and shall be attached to the bid. The name and position held by each person signing the authorisation must be typed or printed below the signature. All pages of the bid shall be signed or initialled by the person signing the bid.

C. Submission and Opening of Bids

16. Sealing and Marking of Bids

- 16.1 The Bidder shall enclose the original and each copy of the bid, in separate sealed envelopes, duly marking the envelopes as "**ORIGINAL**" and "**COPY**." These envelopes containing the original and the copies shall then be enclosed in one single plain envelope securely sealed in such a

manner that opening and resealing cannot be achieved undetected.

16.2 The inner and outer envelopes shall:

- (a) Bear the name and address of the Bidder;
- (b) Be addressed to the Procuring Entity

16.3 If all envelopes are not sealed and marked as required, the Procuring Entity will assume no responsibility for the misplacement or premature opening of the bid.

17. Deadline for Submission of Bids

17.1 Bids must be received by the Procuring Entity at the address and no later than the date and time indicated in the BDS.

17.2 The Procuring Entity may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Document, in which case all rights and obligations of the Procuring Entity and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

18. Late Bids

18.1 The Procuring Entity shall not consider any bid that arrives after the deadline for submission of bids. Any bid received by the Procuring Entity after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.

19. Bid Opening

19.1 The Procuring Entity shall conduct the bid opening in the presence of Bidders` designated representatives who choose to attend, at the address, date and time specified in the BDS.

D. Evaluation of Bids

20. Confidentiality

20.1 Information relating to the examination, evaluation, comparison, and post-qualification of bids, and recommendation for contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until the award to the successful Bidder has been announced.

20.2 Any effort by a Bidder to influence the Procuring Entity in the examination, evaluation, comparison, and post-qualification of the bids or contract award decisions may result in the rejection of its bid.

21. Clarification of Bids

21.1 To assist in the examination, evaluation, comparison and post-qualification of the bids, the Procuring Entity may, at its 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 Procuring Entity shall not be considered. The Procuring Entity's request for clarification and the response shall be in writing.

22. Responsiveness of Bids

22.1 The Procuring Entity's determination of a bid's responsiveness is to be based on the contents of the bid itself.

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

- (a) Affects in any substantial way the scope, quality, or performance of the Services specified in the Bidding Document;
- (b) Limits in any substantial way, inconsistent with the Bidding Document, the Procuring Entity's rights or the Bidder's obligations under any resulting Contract; or
- (c) If rectified would unfairly affect the competitive position of other Bidders presenting substantially responsive bids.

23. Nonconformities, Errors, and Omissions

- 23.1 Provided that a bid is substantially responsive, the Procuring Entity may waive any non-conformity or omission in the bid that does not constitute a material deviation.
- 23.2 Provided that a bid is substantially responsive, the Procuring Entity 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. Such omission 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.
- 23.3 Provided that the bid is substantially responsive, the Procuring Entity shall correct arithmetic 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 Procuring Entity 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.
- 23.4 If the Bidder that submitted the lowest evaluated bid does not accept the correction of errors, its bid shall be rejected and its Bid Security may be forfeited.

24. Examination of Bids and Determination of Responsiveness

- 24.1 The Procuring Entity will determine whether each Bid:
- (a) Meets the eligibility criteria.
 - (b) Has been properly signed;
 - (c) Is accompanied by the required securities; and
 - (d) Is substantially responsive to the requirements of the bidding documents.
- 24.2 If a bid is not substantially responsive to the Bidding Document, it shall be rejected by the Procuring Entity and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.

25. Domestic Preference

- 25.1 No margin of preference shall apply.

26. Evaluation and Comparison of Bids

- 26.1 The Procuring Entity shall financially evaluate each bid that has been determined to be

substantially responsive to determine the lowest-evaluated bid.

26.2 To evaluate a bid, the Procuring Entity shall consider the following:

- (a) The bid price
- (b) Price adjustment for correction of arithmetic errors
- (d) Any additional evaluation factors set out in the Evaluation and Qualification Criteria.

26.3 The estimated effect of any price adjustment during the period of implementation of the Contract will not be taken into account in Bid evaluation.

27. Post-qualification of the Bidder

27.1 The Procuring Entity shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated, substantially responsive bid is qualified to perform the Contract satisfactorily.

27.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder.

28. Procuring Entity's Right to Accept or Reject Any or All Bids

28.1 The Procuring Entity reserves the right to accept or reject any bid, and to cancel the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders.

E. Award of Contract

29. Award Criteria

29.1 The Procuring Entity shall award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the bidding documents and who has offered the lowest evaluated bid price, provided that such Bidder has been determined to be eligible and qualified

30. Award and Signing of Contract

30.1 Promptly after notification of the proposed award and the elapse of the notification period, the Procuring Entity shall send the successful Bidder the Agreement and Conditions of Contract.

30.2 Within fifteen (15) days of receipt of the Agreement, the successful Bidder shall sign, date, and return it to the Procuring Entity.

31. Contract Security

31.1 Within fifteen (15) days of the receipt of notification of award from the Procuring Entity, the successful Bidder shall furnish any Contract Security required or another form acceptable to the Procuring Entity.

31.2 Failure of the successful Bidder to submit the above-mentioned Contract Security or sign the Contract shall constitute sufficient grounds for the cancellation of the award and penalty of any Bid Security. In that event, the Procuring Entity may award the Contract to the next lowest evaluated Bidder, whose offer is substantially responsive and is determined by the Procuring Entity to be qualified to perform the Contract satisfactorily.