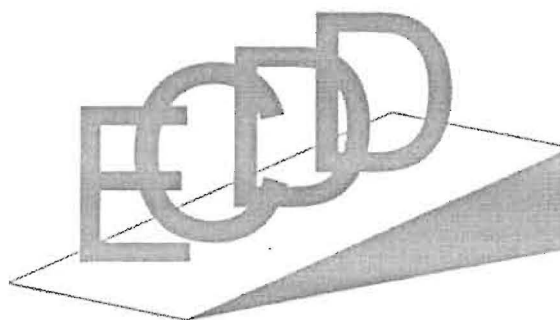


Ethiopian Center for Disability and Development (ECDD)



ETHIOPIAN CENTER FOR DISABILITY AND DEVELOPMENT (ECDD)

Project Title:	Humanitarian/Development/Peace Nexus in the Refugee and Host Community Camps of Benishangul Gumuz Regional State (HUDEPE Benishangul Gumuz)
Cesvi project Code:	AETH010
Donor:	AICS
Donor Project code:	AID 12279
Budget line	A.3.i ECDD - Interventions to adapt/rehabilitate existing facilities in the field for accessibility to people with disabilities

TENDER DOCUMENT

Accessibility Modification Construction work in Bambasi Refugee camp (Benishangul-Gumuz)



July 16, 2023
Addis Ababa

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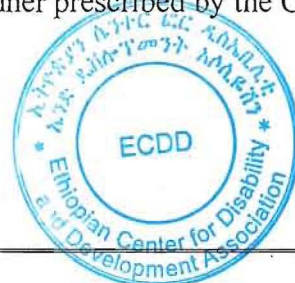
1. CONTRACT AGREEMENT (will be Modified)

THIS AGREEMENT made the _____ day of _____ 2023 between **Ethiopian Center for Disability and Development (ECDD)** (hereinafter called "the **Employer**") of the one part and _____ (hereinafter called "the **Contractor**") of the other part.

Ethiopian Center for Disability and Development has accepted the Contractor to conduct accessible modification construction works.

NOW, THIS AGREEMENT WITNESS AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and constitute as part of this Agreement, viz.:-
 - a) Contract Agreement
 - b) General condition of the Contract
 - c) Instruction to the bidder
 - d) Technical Specification
 - e) Bill of Quantity
 - f) The Bill of Quantity and unit price
3. The Contractor shall undertake **Accessibility modification construction work for Bambasi Refugee camp located in Benishangul-Gumuz region, Ethiopia**, with the "General Conditions of the contract" and "Specifications".
4. The total contract amount is Ethiopian Birr (_____).
The total amount is the sum of the contract amounts of all works items, overheads, Value Added Tax and others including mobilization and inter sites mobilizations.
5. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned the Contractor hereby covenants with the Employer to execute the Works in conforming in all respects with the provisions of the Contract Agreement.
6. The Employer hereby covenants to pay the Contractor in consideration of the execution of the Works, the Contract price at the times and in the manner prescribed by the Contract.



IN WITNESS whereof the parties hereto have caused their respective Common Seals to be hereunto affixed (or have hereunto set their respective hands and seals) the day, year first above written

FOR THE CONTRACTOR

Name: _____

Position: _____

Signature: _____

Date: _____

SEAL

FOR THE EMPLOYER

Name: _____

Position: _____

Signature: _____

Date: _____

SEAL

WITNESSES

1. _____

2. _____

3. _____

❖ The Agreement will be modified during Agreement Awarding



2. GENERAL CONDITIONS OF THE CONTRACT

2.1 DEFINITIONS

In the Contract (as hereinafter defined) the following words and expressions shall have the meanings hereby assigned to them except where the context otherwise requires:

- A. The "Employer" is **Ethiopian Center for Disability and Development (ECDD)** which called for a Tender to build or construct, erect, or deliver the works and who will employ the Contractor and the legal successors.
- B. The "Contractor" is the firm or whose tender has been accepted by the Employer and includes the Contractor's personal representatives, successors, and permitted assignees.
- C. The "Engineer" is.....or any other competent person appointed by the employer, and notified to the Contractor, to act in replacement of the Employer.
- D. "Engineer's Representative" means any resident engineer or assistant of the Engineer or any clerk of works appointed from time to time by the Employer or the Engineer.
- E. "Works" means the works to be executed in accordance with the Contract.
- F. "Contract" means the Condition of Contract, Drawings, Priced Bill of Quantities, Schedule of Rates and Prices (if any), and the Contract Agreement.
- G. "Contract Price" means the sum named in this Contract subject to such additions thereto or deductions therefrom as may be made under the provisions hereinafter contained.
- H. "Drawings" means the drawings referred to in the specification and any modifications of such drawings approved in writing by the Engineer and such other drawings as may from time to time be furnished or approved in writing by the Engineer.
- I. "Location" means the lands and other places on, under, in, or through which the works are to be executed or carried out and any other lands or places provided by the Employer for the purpose of the Contract together with such other places as may be specifically designated in the Contract as forming part of the location.
- J. "Approved" means approved in writing including subsequent written confirmation of previous verbal approval and "approval" means approval in writing including as aforesaid.



2.2 ENGINEER'S DUTIES AND AUTHORITY

The Engineer shall obtain the specific written approval of the Employer before taking any of the following actions.

- A. Approving subletting of any part of the works.
- B. Certifying additional cost.
- C. Determining an extension of time.
- D. Issuing a variation, except:
 - (i) In an emergency situation, as reasonably determined by the Engineer; or
 - (ii) If such variations would increase the Contract price by less than 0.5% (half a percent).

2.3 SUB-CONTRACTING

The Engineer shall have the right at any time to withdraw his consent to the employment of any Sub - Contractor previously given, if he thinks such action is desirable for the proper execution of the Works and/or in the interest of the Employer.

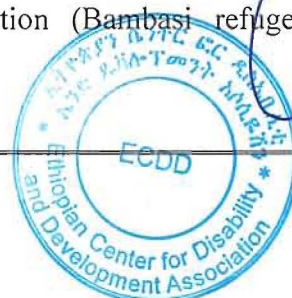
2.4 LANGUAGES AND LAW

- (a) The language in which the Contract Documents shall be drawn up, and in which all subsequent written communications shall be carried out in the English language. The Ruling Language is English.
- (b) The validity, interpretation, and execution of the Contract shall be in accordance with the relevant laws of Ethiopia. The Contract shall be deemed to be an Administrative Contract as specified in Articles 3131 e't seq. of the Civil Code of Ethiopia.

2.5 CONTRACTOR'S GENERAL RESPONSIBILITIES

Some of the contractor's responsibilities but not limited are;

- 2.5.1 "The Contractor shall promptly notify the Employer and the Engineer of any error, omission, fault or any other defect in the design of or specifications for the works which he discovers when reviewing the Contract Documents before construction begins."
- 2.5.2 "The Contractor is encouraged, to the extent practicable and reasonable, to employ laborers from sources within the Location (Bambasi refugee camp and host community."



- 2.5.3 The whole of the Work shall be completed within the time periods indicated in the Contractor's approved Programme of Work; however, such periods shall be less than the maximum times for completion as specified by the Employer, subject to the provisions for extension of time.
- 2.5.4 The granting of additional time to complete the work pursuant to this Clause shall not give the Contractor grounds to make any claims whatsoever for additional payment.
- 2.5.5 Carry out all expected work with high quality and standard construction work products by conducting necessary concrete tests to maintain the desired concrete strength.
- 2.5.6 Report each progress of construction works to the employer or consultants via written reports and also send pictures of the work regularly
- 2.5.7 Discuss with the Engineering Department/Employer's Engineer and project coordinator the behaviour of the construction before construction is started

2.6 CERTIFICATES AND PAYMENT

- 2.6.1 The Contractor shall submit to the Engineer **payment certificate of three (3) copies** of a statement in a format approved by the Engineer, showing the actual contract value of the works executed, provided that such value exceeds the minimum number of interim certificates. The Contractor will be paid on the basis of the Engineer's Payment Certificate approval stating the amount due to the Contractor on account of the actual contract value of the works executed. Payments shall be subject to all deductions that the Employer is entitled to make under the provisions of the Contract and subject also to the retention of five (5) percent hereinafter called Retention Money.
- 2.6.2 Within ten (10) days of the Taking-Over Certificate, the Contractor shall send to the Engineer three (3) type-written copies of his **Final Statement** which shall be detailed in a form **similar to that of the Bill of Quantities**. The measurements and rates shown therein shall be those determined in accordance with the provisions of the Contract. In the event that there are items outstanding for determination, an appropriate reference shall be made to them in the aforesaid Final Statement and, as soon as possible after their determination, those items and any other outstanding items shall be entered in a supplement to the Final Statement, three (3) copies of which shall also be sent to the Engineer.



- 2.6.3 The Retention Money will become due and will be paid to the Contractor within one year after the Engineer has issued the Taking-Over Certificate. The remainder of the Retention Money will be paid to the Contractor within fifteen **(15 - 30)** days after the expiration of the Defects Liability Period, notwithstanding that at such time there may be outstanding claims by the Contractor against the Employer. Provided always that if at such time there remains to be executed, by the Contractor, any works ordered during such period the Employer shall be entitled to withhold payment, until the completion of such works, of the amount that, in the opinion of the Engineer, represents the cost of the remaining works.

2.7 ADVANCE PAYMENT

- 2.7.1 Application for an Advance Payment may be made to the Employer by submission of a **written application letter with thirty percent (30%) of the total contract amount advance bank guarantee and ten percent (10%) of the total contract amount for performance guarantee** from the Contractor at the time of signing the Contract Documents. The Advance Payment shall be for an amount equal to thirty (30%) percent of the Total Contract Amount.

2.8 CURRENCY AND PAYMENT

- 2.8.1 Final payment will be done after checking all functionality of the work. Payment upon each Payment Certificate will be made within seven (15) days after the Employer's receipt of such Certificate.
- 2.8.2 If the Employer fails to make any payment upon a Payment Certificate when it is due, the Contractor shall be at liberty, without prejudice to any other remedy, after giving to the Employer seven (15) days written notice of his intention to do so, to stop the works or any part thereof until the said payment is made. The expenses of the Contractor occasioned by the stoppage and subsequent resumptions of work will be reimbursed by the Employer where such stoppage was due solely to the Employer failing to make the payment when it was due.



2.9 TAXES AND CUSTOMS DUTIES

2.9.1 The unit prices in the Bill of Quantities are deemed to have been established taking into account the prevailing Government taxes.

2.10 LIABILITIES AND INSURANCE

2.10.1 The Contractor shall be responsible for the care of the work and shall at his cost make good any damage which may happen to the work or temporary work from any cause, except that solely due to EMPLOYER's plan of the work or that due to war or civil commotion.

2.10.2 The CONTRACTOR shall be responsible for all claims for injuries or damage to any person or property, which may arise out of the execution of the work, except those resulting from the act of default of Employer or his agents or servants.

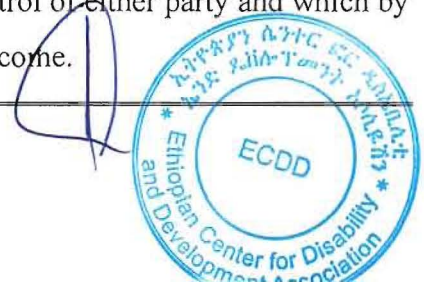
2.10.3 The Employer shall not be liable for any damages or compensation as a consequence of any accident or injury to any person employed by the CONTRACTOR in connection with the execution of the Work.

2.11 FORCE MAJEURE

2.11.1 If either party is temporarily unable by reason of force measure or the law or regulation of Ethiopia to meet any of its obligations under the Contract, and if such party gives to the other party written notice of the event within seven (7) days after its occurrence, such obligations of the party as it is unable to perform by reason of the event shall be suspended as long as the inability continues.

2.11.2 Neither party shall be liable to the other party for loss or damage sustained by such other party arising from any event referred to in clause 3.11.1 or delay arising from such event.

2.11.3 The term "Force Majeure" as employed herein shall mean Acts of God or natural clematis, strikes, lock-outs, or other industrial disturbances, acts of the public enemy, wars, blockades, earthquakes, storms, lightning, floods, wash-outs, civil disturbances, explosions, and any other similar events, beyond the control of either party and which by the exercise of due diligence neither party is able to overcome.



2.12 VARIATION OF THE WORK

2.12.1 The Engineer (not supervisor) may order any variation work in written letter the form, quality or quantity of the Work that may, in his opinion, be necessary for the satisfactory completion of the Work and availability of the budget. CONTRACTOR shall execute such variations but the employer must **approve any variation work that the engineer ordered before execution of the work.**

2.12.2 If appropriate, such variations shall be valued at the rates in the Contract. If no such rates are appropriate, they will be made by agreement between Employer and CONTRACTOR. In an agreement is not reached, the Employer shall fix reasonable rates.

2.13 REJECTION

2.13. if at any time before the Work is accepted by the Engineer; the Engineer shall decide that any **work done by the CONTRACTOR is defective or not** in accordance with the **specification** or any portion thereof is defective or does not fulfil the requirements of the Contract, then the **CONTRACTOR shall with dispatch and at his own expense make good the defects so specified.**

2.14 DELAYS IN COMPLETION

2.14.1 If the CONTRACTOR fails to complete the Work in accordance with the Contract within the time specified by the Contract, there shall be deducted from the Contract Amount as and for liquidated and ascertained damages a sum of money equal to **one-fifth percent (1/5%) of the Contract Amount** for each day between the date of completion of the Works stipulated in the Clause 19 and the actual date of completion. Such deduction shall be in full satisfaction of the CONTRACTOR's liability for the said failure.

2.15 CERTIFICATE OF COMPLETION OF THE WORK

2.15.1 After the whole materials have been submitted by the CONTRACTOR, the Engineer shall check them within fourteen (14) days, and if the Engineer will satisfy the results, he will issue a Certificate of Completion of the Works. In case the Engineer will find any discrepancies and defects and inform the CONTRACTOR and the CONTRACTOR shall carry out supplemental works to the satisfaction of the Engineer at his own cost. Upon issuance of the Certificate of



Completion of the Works, the CONTRACTOR shall cease to be under a further obligation under the Contract.

2.16 DISPUTES

2.17.1 If any dispute on difference shall arise between the Engineer and the CONTRACTOR in connection with the Contract, it shall be settled by the Engineer who shall state his decision in writing to the CONTRACTOR.

2.17.2 If the CONTRACTOR is dissatisfied with any such decision of the Engineer & Employer, then he may require, within one month that the matter be referred to an arbitrator, to be agreed upon between the parties, or failing agreement, to one nominated by the Bureau. The award of the arbitrator shall be final and binding on the parties.

3. Evaluation and Qualification Criteria

This section describes the methods and criteria that the Employer 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. Qualification Criteria

STAGE – I Preliminary Evaluation

Prior to the detailed technical evaluation for responsiveness of the bidding document, the Employer will determine based on ITB 4.3 and 4.4 (standard bid document) whether each Bid meets the eligibility criteria defined in the bidding document (both bid announcement & tender document) and is responsive to the requirements of the bidding documents, which lead to rejection or non-responsiveness or not to be considered to qualification;

Offers that have scored nonresponsive in any one of the items specified in the preliminary evaluation criteria below (Table 3.1) will be REJECTED.



STAGE – I PRELIMINARY EVALUATION**Table 3.1**

Bidders	1	2	3	4
	Renewed grade licenses for the current year	Renewal of license from Bureau of Trade & Industry for the current year	Bidders Construction license grade	Eligibility
1				
2				
3				
4				
5				
6				
7				
8				

Note: - R = Responsive, NR = Non-Responsive



STAGE - II FINACIAL EVALUATION

All responsive bidders who are responsive in preliminary evaluation will pass to the financial evaluation after Arithmetic check of each bidder's financial proposal. The financial evaluation has 30 % value from 100 percent.

STAGE - III TECHNICAL EVALUATION

Technical Evaluation criteria (70%)

1. General Experience (40%)

- 1.1. Experience in similar work (20pts)
- 1.2. Human Resource (5pts)
- 1.3. Equipment's & Machineries; bidder shall submit ownership documents like librye (5pts)
- 1.4. Bidders having recommendations for the best performance is advantageous (5 pts)
- 1.5. Other construction experience (5pts)

2. Proposed Methodology (10%)

- 2.1 Detail Description of Methodology and approach (5 pts)
- 2.2 Submission of proposed detail schedules (5pts)

Bidders are encouraged, to the extent practicable and reasonable, to employ laborers from sources within the Location (Bambasi refugee camp and host community). This must be specified in the technical offer and exceptions have to be justified.

3. Working capital (10%)

Evidence of at least 20% of submitted project cost that will serve as working capital

- Last six-month transaction starting from the date of the bid announcement (the point given to the bidders may vary depending on their bank transaction amounts) or
- Can be bank guarantee that will be effective minimum of three month after the date of bid announcement and it has to be 30% of bidder's financial proposal

4. Delivery and warranty should be clearly mentioned (10%)

5. The selected bidder will be requested to submit 30% Advance bank guarantee and 10% performance bank guarantee.

6. The selected bidder shall revise BOQ, design and approve it in a formal written letter before starting any construction work.

A consistent history of litigation or arbitration awards against the Applicant or any partner of a Joint Venture may result in disqualification in this bidding.

