

Ethiopian Airlines Group



**Bidding Document
For
Design Build
Of
Passenger Terminals & Support Facility Buildings**

**At Jinka, Kombolcha, Shire, Robe, Gode, Nekemt &
Dembidolo Airports**

Procurement Reference Number: SSNT-T153

September, 2019

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Invitation to Bid

1. Ethiopian Airlines Group hereunder referred as (ET GROUP) is desirous of engaging a contractor for the **Design Build of Seven Passenger Terminals and Support Facility Buildings at Jinka, Kombolcha, Shire, Robe Gode, Nekemt & Dembidolo Airports.**
2. Ethiopian Airlines Group (ET GROUP) now invites eligible bidders of international contractor (GC or BC) of Category one with relevant experience and valid licences or its equivalent (see Section I 3.3) for the year 2017-2018, or more recent if available, to submit sealed tenders for Design Build of **Seven Passenger Terminals and Support Facility Buildings at Jinka, Kombolcha, Shire, Robe Gode, Nekemt and Dembidolo Airports** in Ethiopia.
3. The Design and construction of the works shall be completed within **540 calendar days** from the commencement of the work.
4. All bids must be accompanied by a bid security of **USD 400,000.00- /Four Hundred Thousand US Dollars /** or equivalent amount in an acceptable form expressed in a freely convertible currency, in the form of CPO or unconditional Bank Guarantee valid for 120 calendar days in the form provided in the Bid Document payable to the Employer at the first demand without any contestation whatsoever, and must be submitted at the address of: -

ET GROUP -Procurement and supply chain management
Africa Avenue, Bole International Airport
Addis Ababa, Ethiopia
5. The Bid comprising of technical and financial document (for the construction of Passenger Terminals and Support Facility Buildings) must be delivered in separate sealed envelopes in two copies as **Original & Copy** of the document to the address given above on or before **October 18, 2019, at 2:30PM**. All copies of the Bids shall be submitted in separate envelopes i.e. the (Technical Proposal, Financial Offer, and Bid Security) and one outer envelope, duly marking the inner envelopes as “ORIGINAL” and “COPIES” both for “**The Technical Proposal**” and “**Financial Offer**”. **The bid bond shall be part of the technical offer but in a separately sealed envelope.**
6. Bids will be opened on **October 18, 2019 at 03:00 PM** at Procurement & Supply Chain Management Department.

7. Bids shall be valid for a period of **one hundred twenty (120) calendar days** after tender opening.
8. The Ethiopian Airlines Group reserves to alter, amend or cancel this request if deemed to be of the interest, to annul the bidding process, and to reject all Bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or Bidders.

ETHIOPIAN AIRLINES GROUP

Section I. Instructions to Bidders

A. General

1. Scope of Bid

- 1.1 The Employer indicated in the Special Conditions of Contract (SCC), invites bids for the construction of Works, as described in Section 6, Schedule of Requirements. The subject and procurement reference number are provided in the SCC.
- 1.2 The successful Bidder will be expected to complete the Works by the Intended Completion Date specified in the SCC.
- 1.3 Throughout these Bidding Documents:
 - (a) The term “Employer” means “Procuring Entity” as defined in the Public Procurement Proclamation; and
 - (b) The term “Contractor” means “Supplier” as defined in the Public Procurement Proclamation.

2. Source of Funds

- 2.1 The Employer indicated in the SCC has an approved budget towards the cost of the procurement described in Section 6, Schedule of Requirements and intends to use these funds to cover eligible payments under the Contract for the Works. Payments will be made directly by the Employer and will be subject in all respects to the terms and conditions of the resulting contract placed by the Employer.

3. Eligible Bidders

- 3.1 A bidder shall:
 - (a) Have the legal capacity to enter into a contract;
 - (b) Not be 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; and
 - (c) Have fulfilled their obligations to pay taxes according to the laws of the Federal Democratic Republic of Ethiopia.
- 3.2 Unless otherwise specified in the BDS, in order to demonstrate compliance with the criteria in ITB Sub-Clause 3.1, a Bidder shall submit with its Bid either:
 - (a) In the case of Ethiopian Bidders only, its certificate of registration from the mandated public body specified in the BDS demonstrating its registered contractor status; or
 - (b) Appropriate documentary evidence demonstrating its compliance, which shall include:
 - (i) Its trading licence or equivalent;

- (ii) Its tax clearance certificate and VAT registration, if required by Ethiopian law; and
 - (iii) Any relevant professional practice certificates.
- 3.3 A bidder shall be required to obtain a certificate of registration from the mandated public body referred to in ITB Sub-Clause 3.2, demonstrating registered contractor status, as a condition of contract award.
- 3.4 Bidding is open to all bidders from eligible countries as defined in Section 5, Eligible Countries. Any materials, equipment and services to be used in the performance of the Contract shall have their origin in an eligible country, as defined in Section 5, Eligible Countries.
- 3.5 All bidders shall provide in Section 4, Bidding Forms, a statement that the Bidder (including all members of a joint venture and subcontractors) is not associated, nor has been associated in the past, directly or indirectly, with the consultant or any other entity that has prepared the design, specifications, and other documents for the Project or being proposed as Engineer for the Contract. A firm that has been engaged by the Employer to provide consulting services for the preparation or supervision of the Works, and any of its affiliates, shall not be eligible to bid.
- 3.6 Government-owned enterprises in the Federal Democratic Republic of Ethiopia and in countries other than Ethiopia may only participate if they are legally and financially autonomous, operate under commercial law, and are not a dependent agency to the Employer.
- 3.7 A Bidder that has been debarred from participating in public procurement in accordance with ITB Sub-Clause 36.1(c), at the date of the deadline for bid submission or thereafter, shall be disqualified.

4. Qualification of the Bidder

- 4.1 All bidders shall provide in the Qualification Information Form in Section 4, Bidding Forms, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.
- 4.2 In the event that prequalification of potential bidders has been undertaken, only bids from prequalified bidders will be considered for award of Contract. These qualified bidders should submit with their bids any information updating their original prequalification applications or, alternatively, confirm in their bids that the originally-submitted prequalification information remains essentially correct as of the date of bid submission. The update or confirmation should be provided in the Qualification Information Form in Section 4, Bidding Forms.
- 4.3 If the Employer has not undertaken prequalification of potential bidders, all bidders shall include the following information and documents with their bids, using the Qualification Information Form in Section 4, Bidding Forms, unless otherwise stated in Section 3, Evaluation and Qualification Criteria:

- (a) Copies of original documents defining the constitution or legal status, place of registration, and principal place of business or a copy of the Bidder's registration certificate where such documents have been provided to obtain registered contractor status; written power of attorney of the signatory of the Bid to commit the Bidder;
 - (b) Total monetary value of construction work performed for each of the last five years;
 - (c) Experience in works of a similar nature and size for each of the last five years, and details of work under way or contractually committed; and clients who may be contacted for further information on those contracts;
 - (d) Major items of construction equipment proposed to carry out the Contract;
 - (e) Qualifications and experience of key site management and technical personnel proposed for the Contract;
 - (f) Reports on the financial standing of the Bidder, such as profit and loss statements and auditor's reports for the past five years;
 - (g) Evidence of adequacy of working capital for this Contract (access to line(s) of credit and availability of other financial resources);
 - (h) Authority to seek references from the Bidder's bankers;
 - (i) Information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned, and disputed amount; and
 - (j) Proposals for subcontracting components of the Works amounting to more than 10 percent of the Contract Price.
- 4.4 Bids submitted by a joint venture of two or more firms as partners shall comply with the following requirements, unless otherwise stated in Section 3, Evaluation and Qualification Criteria:
- (a) The Bid shall include all the information listed in Sub-Clause 4.3 above for each joint venture partner;
 - (b) The Bid shall be signed so as to be legally binding on all partners;
 - (c) All partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;
 - (d) One of the partners will be nominated as being in charge, authorized to incur liabilities, and receive instructions for and on behalf of any and all partners of the joint venture; and
 - (e) The execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.
- 4.5 To qualify for award of the Contract, bidders shall meet the minimum qualifying criteria specified in Section 3, Evaluation and Qualification Criteria.
- 4.6 In case of non-substantially responsive Bid as defined in Clause 26, the Bid will be declared non-compliant and rejected.

5. One Bid per Bidder

5.1 Each Bidder shall submit only one Bid, either individually or as a partner in a 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 proposals with the Bidder's participation to be disqualified.

6. Cost of Bidding

6.1 The Bidder shall bear all costs associated with the preparation and submission of his Bid, and the Employer will in no case be responsible or liable for those costs.

7. Site Visit

7.1 The Bidder, at the Bidder's own responsibility and risk, shall visit and examine the Site of Works and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense.

7.2 Details of any Pre-Bid Meeting or Site Visit to be held by the Employer are given in the BDS.

B. Bidding Documents

8. Content of Bidding Documents

8.1 The set of bidding documents comprises the documents listed in the table below and addenda issued in accordance with Clause 10:

PART 1 Bidding Procedures

- Section 1 Instructions to Bidders (ITB)
- Section 2 Bid Data Sheet (BDS)
- Section 3 Evaluation and Qualification Criteria
- Section 4 Bidding Forms
- Section 5 Eligible Countries

PART 2 Schedule of Requirements

- Section 6(A) – Scope of Works
- Section 6(B) – General items

PART 3 Contract

- FIDIC- Condition of Contract for EPC/Turnkey Projects First Edition 1999
- Particular Conditions of Contract
- Contract Forms

9. Clarification of Bidding Documents

9.1 A prospective Bidder requiring any clarification of the bidding documents may notify the Employer in writing at the Employer's address indicated in the BDS. The Employer will respond to any request for clarification received earlier than 28 days prior to the deadline for submission of bids. Copies of the Employer's response will be forwarded to all purchasers of the bidding documents, including a description of the inquiry, but without identifying its source.

10. Amendment of Bidding Documents

- 10.1 Before the deadline for submission of bids, the Employer may modify the bidding documents by issuing addenda.
- 10.2 Any addendum thus issued shall be part of the bidding documents and shall be communicated in writing to all purchasers of the bidding documents. Prospective bidders shall acknowledge receipt of each addendum in writing to the Employer.
- 10.3 To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer shall extend, as necessary, the deadline for submission of bids, in accordance with Sub-Clause 20.2 below.

C. Preparation of Bids

11. Language of Bid

11.1 All documents relating to the Bid shall be in the language specified in the BDS. Any printed literature furnished by the Bidder may be written in another language, as long as such literature is accompanied by a translation of its pertinent passages in the language specified in the BDS; in which case, for purposes of interpretation of the Bid, the translation shall govern.

12. Documents Comprising the Bid

- 12.1 The Bid submitted by the Bidder shall comprise the following, in the format indicated in Section 4, Bidding Forms, where appropriate:
- (a) Bid Submission Form;
 - (b) Bid Security;
 - (c) Priced Bill of Quantities or Activity Schedule;
 - (d) Qualification Information Form and Documents and the documents evidencing eligibility in accordance with ITB Sub-Clause 3.2;
 - (e) Alternative offers where invited; and
 - (f) Any other document or information required to be completed and submitted by bidders, as specified in the BDS.

The Bid comprising of technical and financial document (for the construction of Passenger Terminals and Support Facility Buildings) must be delivered in separate sealed envelopes in two copies as original & copy of the document. All copies of the Bids shall be submitted in separate envelopes i.e. the (Technical Proposal, Financial Offer, and Bid Security) and one

outer envelope, duly marking the inner envelopes as “ORIGINAL” and “COPIES” both for the “The Technical Proposal” and “Financial Offer”. **The bid bond shall be part of the technical offer but in a separately sealed envelope.**

13. Bid Prices

- 13.1 The Contract will be an Admeasurement or Lump Sum Contract, as indicated in the BDS.
- 13.2 The Contract shall be for the whole Works, as described in ITB Sub-Clause 1.1, based on the:
- (a) Priced Bill of Quantities submitted by the Bidder in the case of an Admeasurement Contract; or
 - (b) Priced Activity Schedule submitted by the Bidder in the case of a Lump Sum Contract.
- 13.3 The Bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities (or in the case of a lump sum contract, for all items of the Works described in the drawings and specifications and listed in the Activity Schedule). Items for which no rate or price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities or Activity Schedule. If so specified in the BDS, the Bidder shall provide a breakdown of rates and prices, showing equipment, materials and labour, for all items whose cost is greater than the percentage of the Bid Price specified in the BDS.
- 13.4 All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date 28 days prior to the deadline for submission of bids, shall be included in the rates, prices and total Bid price (or in the case of a lump sum contract, in the total bid price) submitted by the Bidder.
- 13.5 The rates and prices (or in the case of a lump sum contract, the lump sum price) quoted by the Bidder shall not be subject to adjustment during the performance of the Contract
- 13.6 The Bidder shall identify in the Bid Price, as a separate amount, the VAT payable under the Contract. Other taxes, duties and fees shall be deemed included in the Contract prices. Taxes, duties and fees exemptions, to which payments under the Contract are entitled, are specified in clause 14.1 (b) of the Particular Conditions of Contract.

14. Currencies of Bid and Payment

- 14.1 The unit rates and prices (or in the case of a lump sum contract, the lump sum price) shall be quoted by the Bidder entirely in Ethiopian Birr. Foreign currency requirements shall be indicated as a percentage of the Bid price (excluding provisional sums) and shall be payable at the option of the Bidder in up to three foreign currencies.
- 14.2 The rates of exchange to be used by the Bidder in arriving at the Ethiopian Birr equivalent and the percentage(s) mentioned in ITB Sub-Clause 14.1 above shall be the selling rates for similar transactions established by the authority specified in the BDS prevailing on the date 15 days prior to the deadline for submission of bids. These exchange rates shall apply for all payments. If the Bidder uses other rates of exchange, the provisions of ITB Sub-

Clause 28.1 shall apply. In any case, payments will be computed using the rates quoted in the Bid.

- 14.3 Bidders shall indicate details of their expected foreign currency requirements in the Bid.
- 14.4 Bidders may be required by the Employer to clarify their foreign currency requirements and to substantiate that the amounts included in the rates and prices (or in the case of a lump sum contract, in the lump sum price) and in the Special Conditions of Contract are reasonable and responsive to ITB Sub-Clause 14.1.

15. Bid Validity

- 15.1 Bids shall remain valid for the period specified in the BDS.
- 15.2 In exceptional circumstances, the Employer may request that the bidders extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing. A Bidder may refuse the request without forfeiting the Bid Security. A Bidder agreeing to the request will not be required or permitted to otherwise modify the Bid, but will be required to extend the validity of Bid Security for the period of the extension, and in compliance with Clause 16 in all respects.
- 15.3 In the case of contracts in which the Contract Price is fixed (not subject to price adjustment), if the period of bid validity is extended beyond 60 days, the amounts payable in local and foreign currency to the Bidder selected for award, shall be increased by applying to both the local and the foreign currency component of the payments, respectively, the factors specified in the BDS or in the request for extension, for the period of delay beyond 60 days after the expiry of the initial bid validity, up to the notification of award. Bid evaluation will be based on the Bid prices without taking the above correction into consideration.

16. Bid Security

- 16.1 The Bidder shall furnish, as part of the Bid, a Bid Security in the form of a bank guarantee in Ethiopian Birr or in a freely convertible currency, in the amount specified in the BDS.
- 16.2 The Bid Security shall, 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. The format of the Bid Security should be in accordance with the form of Bid Security included in Section 4, Bidding Forms or another form acceptable to the Employer. Bid Security shall be valid for 28 days beyond the validity of the Bid.
- 16.3 Any bid not accompanied by an acceptable Bid Security shall be rejected by the Employer. The Bid Security of a joint venture must define as "bidder" all joint venture partners and list them in the following manner: a joint venture consisting of "_____", "_____", and "_____".
- 16.4 The Bid Security of unsuccessful bidders will be returned within one week after concluding the contract and after a contract security has been furnished by the successful Bidder.

16.5 The Bid Security of the successful Bidder will be discharged when the Bidder has signed the contract and furnished the required Contract Security.

16.6 The Bid Security may be forfeited:

- (a) If the Bidder withdraws the Bid after Bid opening during the period of Bid validity;
- (b) If the Bidder does not accept the correction of the Bid price, pursuant to Clause 27; or
- (c) In the case of a successful Bidder, if the Bidder fails within the specified time limit to:
 - (i) Sign the contract; or
 - (ii) Furnish the required Contract Security.

17. Alternative Proposals by Bidders

17.1 Bidders shall submit offers that comply with the requirements of the bidding documents, including the basic technical design as indicated in the drawings and specifications. Alternatives will not be considered, unless specifically allowed in the BDS.

18. Format and Signing of Bid

18.1 The Bidder shall prepare one original of the documents comprising the Bid as described in Clause 12 of these Instructions to Bidders, bound with the volume containing the Bid Submission Form, and clearly marked "ORIGINAL." In addition, the Bidder shall submit copies of the Bid, in the number specified in the BDS, and clearly marked as "COPIES." In the event of discrepancy between them, the original shall prevail.

18.2 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder, pursuant to Sub-Clauses 4.3(a) or 4.4(b), as the case may be. All pages of the Bid where entries or amendments have been made shall be initialled by the person or persons signing the Bid.

18.3 The Bid shall contain no alterations or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the Bidder, in which case such corrections shall be initialled by the person or persons signing the Bid.

18.4 The Bidder shall furnish information as described in the Bid Submission Form on commissions or gratuities, if any, paid or to be paid to agents relating to this Bid, and to contract execution if the Bidder is awarded the contract.

D. Submission of Bids

19. Sealing and Marking of Bids

19.1 The Bidder shall seal the original and all copies of the Bid in two inner envelopes and one outer envelope, duly marking the inner envelopes as "ORIGINAL" and "COPIES".

19.2 The inner and outer envelopes shall:

- (a) Be addressed to the Employer at the address provided in the BDS;
- (b) Bear the name and procurement reference number of the Contract as defined in the SCC; and

(c) Provide a warning not to open before the specified time and date for Bid opening as defined in the BDS.

19.3 In addition to the identification required in Sub-Clause 19.2, the inner envelopes shall indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared late, pursuant to Clause 21.

19.4 If the outer envelope is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the Bid.

20. Deadline for Submission of Bids

20.1 Bids shall be delivered to the Employer at the address specified in ITB Sub-Clause 19.2(a) above no later than the time and date specified in the BDS.

20.2 The Employer may extend the deadline for submission of bids by issuing an amendment in accordance with Clause 10, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will then be subject to the new deadline.

21. Late Bids

21.1 Any Bid received by the Employer after the deadline prescribed in Clause 20 will be returned unopened to the Bidder.

22. Withdrawal, Substitution and Modification of Bids

22.1 Bidders may withdraw, substitute or modify their bids by giving notice in writing before the deadline prescribed in Clause 20.

22.2 Each Bidder's withdrawal, substitution or modification notice shall be prepared, sealed, marked, and delivered in accordance with Clauses 18 and 19, with the outer and inner envelopes additionally marked "WITHDRAWAL", "SUBSTITUTION" or "MODIFICATION" as appropriate. The corresponding substitution or modification of the bid must accompany the written notice.

22.3 No Bid may be modified after the deadline for submission of Bids.

22.4 Withdrawal of a Bid between the deadline for submission of bids and the expiration of the period of Bid validity specified in the BDS or as extended pursuant to Sub-Clause 15.2 may result in the forfeiture of the Bid Security pursuant to Clause 16.

22.5 Bidders may only offer discounts to, or otherwise modify the prices of their bids by submitting Bid substitutions or modifications in accordance with this clause, or included in the original Bid submission.

E. Bid Opening and Evaluation

23. Bid Opening

23.1 The Employer will open the bids, including substitutions and modifications made pursuant to Clause 22, in the presence of the bidders' representatives who choose to attend at the time and in the place specified in the BDS.

- 23.2 Envelopes marked "WITHDRAWAL" shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted pursuant to Clause 22 shall not be opened. 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.
- 23.3 The bidders' names, the Bid prices, the total amount of each Bid and of any alternative Bid (if alternatives have been requested or permitted), any discounts, bid modifications and withdrawals, the presence or absence of Bid Security, will all be announced by the Employer at the bid opening. Further, any such other details as the Employer may consider appropriate, will also be announced.
- 23.4 Bids, substitutions or modifications that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances. In particular, any discount offered by a Bidder which is not read out at bid opening shall not be considered further.
- 23.5 The Employer will prepare minutes of the Bid opening, including the information disclosed to those present in accordance with Sub-Clause 23.3.
- 23.6 No bid will be rejected at bid opening except for late bids, which will be returned unopened to the bidder, pursuant to ITB Clause 21.

24. Process to be Confidential

- 24.1 Information relating to the examination, clarification, evaluation and comparison of bids and recommendations for the award of a contract 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. Any effort by a Bidder to influence the Employer's processing of bids or award decisions may result in the rejection of his Bid.

25. Clarification of Bids and Contacting the Employer

- 25.1 To assist in the examination, evaluation and comparison of bids, the Employer may, at the Employer's discretion, ask any Bidder for clarification of the Bidder's Bid, including breakdowns of unit rates (or in the case of a lump sum contract, the prices in the Activity Schedule). The request for clarification and the response shall be in writing, but no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the bids in accordance with Clause 27.
- 25.2 Subject to sub-clause 25.1 no Bidder shall contact the Employer on any matter relating to its bid from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Employer, it should do so in writing.

25.3 Any effort by the Bidder to influence the Employer in the Employer's bid evaluation, bid comparison or contract award decisions may result in the rejection of the Bidder's bid.

26. Examination of Bids and Determination of Responsiveness

26.1 Prior to the detailed evaluation of bids, the Employer will determine whether each Bid (a) meets the eligibility criteria defined in ITB Clause 3; (b) has been properly signed; (c) is accompanied by the required securities; and (d) is substantially responsive to the requirements of the bidding documents.

26.2 A substantially responsive Bid is one, which conforms to all the terms, conditions, and specifications of the bidding documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works; (b) which limits in any substantial way, inconsistent with the bidding documents, the Employer's rights or the Bidder's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

26.3 If a Bid is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

27. Correction of Errors

27.1 Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors.

27.2 In the case of admeasurements contracts, errors will be corrected by the Employer as follows:

- (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 Purchaser 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.

27.3 In the case of admeasurements contracts, the amount stated in the Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, the Bid will be rejected, and the Bid Security may be forfeited in accordance with Sub-Clause 16.6(b).

27.4 In the case of lump sum contracts, if there is a discrepancy between the words and figures, the amount in words shall prevail. In case of errors (arithmetic errors or omissions), no correction will be made to the financial offer that is considered definite.

28. Currency for Bid Evaluation

28.1 Bids will be evaluated as quoted in Ethiopian Birr in accordance with Sub-Clause 14.1, unless a Bidder has used different exchange rates than those prescribed in Sub-Clause 14.2, in which case the Bid will be first converted into the amounts payable in different currencies using the rates quoted in the Bid and then reconverted to Ethiopian Birr using the exchange rates prescribed in Sub-Clause 14.2.

29. Evaluation and Comparison of Bids

29.1 The Employer will evaluate and compare only the bids determined to be substantially responsive in accordance with Clause 26.

29.2 In evaluating the bids, the Employer will determine for each Bid the evaluated Bid price by adjusting the Bid price as follows:

- (a) Making any correction for errors pursuant to Clause 27;
- (b) Excluding provisional sums and the provision, if any, for contingencies in the Bill of Quantities or Activity Schedule, but including Day work, where priced competitively;
- (c) Making an appropriate adjustment for any other acceptable variations, deviations, or alternative offers submitted in accordance with Clause 17; and
- (d) Making appropriate adjustments to reflect discounts or other price modifications offered in accordance with Sub-Clause 22.5.

29.3 The Employer reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors which are in excess of the requirements of the bidding documents or otherwise result in unsolicited benefits for the Employer will not be taken into account in Bid evaluation.

29.4 The estimated effect of any price adjustment conditions under Clause 47 of the Conditions of Contract, during the period of implementation of the Contract, will not be taken into account in Bid evaluation.

30. Domestic Preference

30.1 No domestic preference.

F. Award of Contract

31. Award Criteria and Notification of Proposed Award

31.1 Subject to Clause 32, the Employer will 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 (a) eligible in accordance with the provisions of Clause 3, and (b) qualified in accordance with the provisions of Clause 4.

31.2 Prior to expiry of the period of bid validity, the Employer shall notify all Bidders in writing of the successful bid, but this notification shall not constitute a contract award. This notification shall be made at least five working days prior to the award of contract in accordance with ITB Clause 33.

32. Employer's Right to Accept and Bid and to Reject any or all Bids

32.1 Notwithstanding Clause 31, the Employer reserves the right to cancel the bidding process and reject all bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Employer's action.

33. Notification of Award and Signing of Agreement

33.1 The Bidder whose Bid has been accepted will be notified of the award in writing by the Employer prior to expiration of the Bid validity period and following the elapse of the notification period in accordance with ITB Sub-Clause 31.2. This notification (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") will state the sum that the Employer will pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").

33.2 The notification of award will constitute the formation of the Contract, subject to the Bidder furnishing the Contract Security in accordance with Clause 34 and signing the contract in accordance with Sub-Clause 33.3.

33.3 The contract will incorporate all agreements between the Employer and the successful Bidder. It will be signed by the Employer and sent to the successful Bidder following the notification of award. Within 15 days of receipt, the successful Bidder will sign the contract and deliver it to the Employer.

34. Contract Security

34.1 Within 15 days after receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Employer a Contract Security in the form of a Bank Guarantee, or in the case of Ethiopian contractors only, in the form of a Performance Bond, in the amount and denominated in the type and proportions of currencies specified in the Conditions of Contract.

34.2 Contract Securities issued by foreign banks or financial institutions shall be counter-guaranteed by an Ethiopian bank.

34.3 Failure of the successful Bidder to comply with the requirements of Sub-Clause 34.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security.

35. Adjudicator

35.1 The Employer proposes the person named in the BDS to be appointed as Adjudicator under the Contract, at an hourly fee specified in the BDS, plus reimbursable expenses. If the Bidder disagrees with this proposal, the Bidder should so state in the Bid. If, in the Notice of Acceptance, the Employer has not agreed on the appointment of the Adjudicator, the Adjudicator shall be appointed by the Appointing Authority designated in the SCC at the request of either party.

35.2 The Adjudicator shall act as an impartial expert to resolve disputes between the Parties as rapidly and economically as is reasonably possible. Unless otherwise specified in the contract or in any applicable rules for adjudication:

- (a) The Adjudicator's role may include, but not be limited to, requiring and examining any relevant documents and written statements, making site visits, using his own specialist knowledge and holding a hearing; and
- (b) The Adjudicator's decision shall reflect the legal entitlements of the Parties and his fair and reasonable view of how the dispute should be resolved.

36. Corrupt or Fraudulent Practices

36.1 The Government of the Federal Democratic Republic of Ethiopia (hereinafter called "the Government") requires that Procuring Entities, as well as Bidders and Contractors under government-financed contracts, observe the highest standard of ethics during the procurement and execution of such 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" means 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;
 - (ii) "Fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;
 - (iii) "Collusive practices" means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Employer, designed to establish prices at artificial, noncompetitive levels; and
 - (iv) "Coercive practices" means 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.
- (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 or coercive 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 that the firm has engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a contract.

36.2 Furthermore, Bidders shall be aware of the provision stated in sub-clause 59.2 of the General Conditions of Contract.

36.3 Any Bidder may seek administrative review, in accordance with Section 51 of the Public Procurement Proclamation, of an act or omission by a Employer, which it considers to be in breach of the Proclamation. Any application for review must be submitted in writing to the head of the Employer, 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 Employer does not issue a decision within fifteen days, or the Bidder is not satisfied with the decision, the Bidder may submit a complaint to the Public Procurement Agency.

Section 2. Bid Data Sheet

| Instructions to Bidders (ITB) reference | Data relevant to ITB |
|---|---|
| A. General | |
| ITB 1.1 | The project is Design Build of Jinka, Kombolcha, Shire, Robe, Gode ,Nekemt & Dembidolo Airports passengers terminals, & Support Facility buildings |
| ITB 1.2 ITB 3.2 | The intended completion date for the whole work (Design, Procure, Execution and Commissioning) shall be <u>540 Calendar Days</u> The Bidder shall submit with his bid the documentary evidence specified in ITB Clause 3.2. The documentary evidence required shall be amended as follows: International (foreign) bidders shall submit the document which is authenticated by their respected Embassy. |
| ITB 3.2(a) | The mandated public body for the registration of contractors is: EALG |
| ITB 7.1 | Bidders are required to visit the site to be well acquainted with the site and existing facilities. |
| ITB 7.2 | The Employer <u>Ethiopian Airlines Group will</u> not hold a pre-bid meeting The Employer will not hold a site visit, but bidders are required to visit the site at their expense and get a better understanding of the magnitude and complexity of the works by contacting the employer |
| B. Bidding Documents | |
| ITB 9.1 | The Employer will respond to any request for clarification received earlier than 14 days prior to the deadline for submission of bids. For <u>clarification purposes</u> only, the Employer's address is: Attention: <u>Eshetu Ermias</u> _____ Street Address: <u>African Avenue</u> _____ Floor/Room number: <u>Procurement & Supply Chain Management Department</u> _____ Town/City: <u>Addis Ababa</u> _____ PO Box No/Postal Code: <u>1755</u> _____ Country: <u>Ethiopia</u> _____ Telephone: <u>011-517-4552</u> _____ Electronic mail address: <u>EshetuE@ethiopianairlines.com</u> |

| Instructions to Bidders (ITB) reference | Data relevant to ITB |
|---|--|
| C. Preparation of Bids | |
| ITB 11.1 | The language of the bid is: English |
| ITB 12.1 (f) | <p>The Bidder shall submit with its bid the following additional documents or information:</p> <ul style="list-style-type: none"> a) Preliminary design drawings b) Preliminary list of fixed & loose furniture & equipment c) Submit memorandum of understanding with the Design Consultant d) Preliminary Environmental Impact Assessment report done by third party e) Construction Methodology (explicitly indicating the security & safety provisions and schedule of work describing how they manage to execute the works safely without affecting the day to day operation. f) The bid (the letter of tender) g) Technical specification (acceptable standard like ICAO, US, France, UK, Germany) h) Price break down for items & services to be supplied <ul style="list-style-type: none"> - Summary of prices (design cost, construction cost, loose & fixed furniture & equipment's etc. separately) - Breakdown of prices by for each airport Terminals and facilities thereof i) Statement of Integrity, Eligibility and Social and Environmental Responsibility duly signed, it shall be prepared using the relevant form. The Statement of Integrity must be completed without any alterations to the text, and no substitutes shall be accepted. <p>Any other materials required to be completed and submitted by bidders.</p> |
| ITB 13.1 | The Contract is Turn-Key lump sum contract (The contract shall be for the whole works, based on Turn-Key contract). |
| ITB 13.4 | The employer has a duty free privilege and all imported items, as long as they are imported in the name of the employer, are going to be duty free. Therefore contractors have to consider this tax exemption in their offer. |
| ITB 14.1 | <p>Currency of the bid shall be Ethiopian Birr and USD.</p> <p>Bidders Are Required to Submit Payment Term or proposal Along with milestone and this Can Be Negotiated.</p> |

| Instructions to Bidders (ITB) reference | Data relevant to ITB |
|---|--|
| ITB 14.2 | The authority for exchange rates shall be: <u>National Bank of Ethiopia</u> |
| ITB 15.1 | Bids shall remain valid for <u>120 calendar days</u> . |
| ITB 15.3 | The adjustment of Bid price shall be calculated on the basis of an annual increase for foreign costs of <u>Zero</u> percent and an annual increase for local costs of <u>Zero</u> per cent. |
| ITB 16.1 | The amount of the bid security shall be <u>USD 400,000</u> or the equivalent in a freely convertible currency. |
| ITB 16.2 | Bid security shall be in an acceptable form expressed in a freely convertible currency, in the form of CPO or unconditional Bank Guarantee and shall be valid for 28 days beyond the validity of the Bid |
| ITB 17.1 | No alternative proposals are allowed. |
| ITB 18.1 | In addition to the original of the bid, the number of copies is: <u>one</u> |
| D. Submission of Bids | |
| ITB 19.2(a) | For bid submission purposes only, the outer envelope shall bear: The Employer's address is: Attention: Eshetu Ermias Street Address: African Avenue Floor/Room number: Procurement & Supply Chain Management Department Town/City: Addis Ababa PO Box No/Postal Code: 1755 Tel: 0115174552/8024 Country: Ethiopia |
| ITB 20.1 | The deadline for bid submission is: Date: - October 18, 2019 Time:- <u>02:30PM</u> |

| Instructions to Bidders (ITB) reference | Data relevant to ITB |
|---|---|
| <p>ITB 23.1</p> | <p>The bid process is a single stage, two-envelope process</p> <p>The bid opening shall be public and take place at:</p> <p>Floor/Room number: <u>Procurement & Supply Chain Management Department</u></p> <p>Street Address: <u>Ethiopian Airlines Group Head Office, Africa avenue, Bole International Airport</u></p> <p>City: <u>Addis Ababa</u></p> <p>Country: <u>Ethiopia</u></p> <p>Date: - October 18, 2019</p> <p>Time: - <u>03:00PM</u></p> <p>With the presence of the Bidder's or their legal representatives.</p> <p>Only the technical bid documents (envelopes marked as ORIGINAL) shall be opened with the presence of the Bidder's or their legal representatives.</p> <p>Only the financial bid documents (envelopes marked as ORIGINAL) of the Substantially Responsive Bidders shall be opened. The financial bid documents of the non-responsive bidders shall be given back to the bidders</p> <p>The date, time and place for opening the second envelope shall be announced by the Employer.</p> <p>The opening of the financial Proposal shall not be opened in public.</p> |
| <p>ITB 26.1</p> | <p>Bids determined to be substantially responsive will be checked by the employer for the compatibility of the design to the requirements, the specification of materials, workmanship and all requirements. The fairness of the cost breakdown for the purpose of interim payment schedule.</p> |

| Instructions to Bidders (ITB) reference | Data relevant to ITB |
|---|---|
| E. Award of Contract | |
| <p>ITB 34.1</p> <p>ITB 35.1</p> | <p>The successful bidder shall furnish to the employer a 10% performance bond guarantee in the form of unconditional bank guarantee accepted to the employer. (Form of performance bond is attached with this bid document)</p> <p>The Adjudicator proposed by the Employer: -</p> <p><u>No adjudicator is to be appointed under this contract.</u></p> |

Section 3. Evaluation and Qualification Criteria

This Section contains all the factors, methods and criteria that the Employer shall use to evaluate Qualifications. The information to be provided in relation to each factor and the definitions of the corresponding terms are included in the respective Qualification Forms.

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1. Minimum Qualification Criteria

To qualify for award of the Contract, in accordance with ITB Sub-Clause 4.5, bidders shall meet the minimum qualifying criteria (a), (b) & (c) as specified below:

- (a) Average annual volumes (annual turnover) of construction work over the past **Five** years of at least **USD 60,000,000**. The submitted value shall be accepted only if it is verified with supporting evidence.
- (b) Experience as prime contractor in the construction of at least **Three** projects each with a project cost of at least **USD 20,000,000 and above** over the last **Five** years. To comply with this requirement, works cited should be at least 100 percent complete. **Experience in similar works must be in the construction of Passengers Terminal Buildings.** Supporting evidence for satisfactory performance from the employer which clearly specifies the project amount is required.
- (c) Bidders shall submit complete preliminary Architectural design documents supported with 3D design as specified in section 6 & elsewhere in the tender document. Company profile of the designer needs to be included in the tender submission and needs to have experience in terminal design.

Detail evaluation

1. Qualification Criteria

To qualify for award of the Contract, in accordance with ITB Sub-Clause 4.5, bidders shall meet the minimum qualifying criteria presented as follows:

STAGE – I PRIMARY EVALUATION

Prior to the detailed technical evaluation for responsiveness of the bidding document, the Employer will determine based on ITB whether each Bid meets the eligibility criteria defined in the bidding document and is responsive to the requirements of the bidding documents, which lead to rejection not to be considered to further qualification;

Offers that have scored non-responsive in any one of the items specified in the preliminary evaluation criteria below Table shall be REJECTED.

| Qualification Criteria | | Compliance Requirements | | | | | Documentation |
|---------------------------------|---------------------|--|-----------------------|----------------------|------------|-----------|---|
| No. | Subject | Requirement | Single Entity | Joint Venture (N/A) | | | Submission Requirements |
| | | | | All Parties Combined | Each Party | One Party | |
| 1. General Qualification | | | | | | | |
| 1.1 | Legal Status | <p>The bidder shall submit copies of original documents defining the constitution or legal status, place or registration and principal place of business, written power of attorney of the signatory of the Bid to commit the bidder; and also: -</p> <ul style="list-style-type: none"> ▪ Bidders are required to submit business organization registration certificate or trade license or equivalent issued by the country of establishment. | Must meet requirement | N/A | N / A | N / A | Forms-QUA. - 1.1(a), 1.1(b) and 1.2 with attachments. |

| Qualification Criteria | | | Compliance Requirements | | | | Documentation |
|------------------------|------------------------|---|---|----------------------|------------|-----------|--|
| No. | Subject | Requirement | Single Entity | Joint Venture (N/A) | | | Submission Requirements |
| | | | | All Parties Combined | Each Party | One Party | |
| 1.2 | Major Equipment | <p>The contractor should own, or have assured access to (through hire, lease, purchase agreement, or other means) list of equipment in full working order the following essential major equipment for the execution of the Contract.</p> <p><u>Note:</u> The equipment listed here below are indicative and for evaluation purpose. Selected bidder shall deploy sufficient equipment as required for proper execution of the contract.</p> | Must meet requirement at least 80% of the requirement | N / A | N / A | N / A | Forms-QUA. -1.3 List of Major Equipment |

| Qualification Criteria | | Compliance Requirements | | | Documentation | | | | | | | | | | | | | | | | | | | | | | | | | |
|------------------------|--|---|---------------|------------------------------------|-------------------------|-----------|---------------------------------|----|---|--|---|---|----------------------------------|---|---|------------------------------|---|---|----------------------------|---|---|----------------------------------|---|---|----------------------------------|---|--|--|--|--|
| No. | Subject | Requirement | Single Entity | Joint Venture (N/A) | | | Submission Requirements | | | | | | | | | | | | | | | | | | | | | | | |
| | | | | All Parties Combined | Each Party | One Party | | | | | | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | <table border="1"> <thead> <tr> <th>No</th> <th>Equipment Type and Characteristics</th> <th>Minimum Number Required</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Dump Truck (12 m³)</td> <td>35</td> </tr> <tr> <td>2</td> <td>Mobile Crane; its capacity >5ton •Tower Crane-Minimum Tower Height =30 m or Telescopic Mobile crane with Boom extendable up to 30m</td> <td>7</td> </tr> <tr> <td>3</td> <td>Wheel Loader, 2.5 m³</td> <td>7</td> </tr> <tr> <td>4</td> <td>Motor grader (130 – 140 HP)</td> <td>7</td> </tr> <tr> <td>5</td> <td>Vibrating roller (10 Tone)</td> <td>7</td> </tr> <tr> <td>6</td> <td>Excavator >=(1.5m³)</td> <td>7</td> </tr> <tr> <td>7</td> <td>Water truck (12000 – 14000 lts.)</td> <td>7</td> </tr> </tbody> </table> | No | Equipment Type and Characteristics | Minimum Number Required | 1 | Dump Truck (12 m ³) | 35 | 2 | Mobile Crane; its capacity >5ton •Tower Crane-Minimum Tower Height =30 m or Telescopic Mobile crane with Boom extendable up to 30m | 7 | 3 | Wheel Loader, 2.5 m ³ | 7 | 4 | Motor grader (130 – 140 HP) | 7 | 5 | Vibrating roller (10 Tone) | 7 | 6 | Excavator >=(1.5m ³) | 7 | 7 | Water truck (12000 – 14000 lts.) | 7 | | | | |
| No | Equipment Type and Characteristics | Minimum Number Required | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 1 | Dump Truck (12 m ³) | 35 | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 2 | Mobile Crane; its capacity >5ton •Tower Crane-Minimum Tower Height =30 m or Telescopic Mobile crane with Boom extendable up to 30m | 7 | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 3 | Wheel Loader, 2.5 m ³ | 7 | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 4 | Motor grader (130 – 140 HP) | 7 | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 5 | Vibrating roller (10 Tone) | 7 | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 6 | Excavator >=(1.5m ³) | 7 | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 7 | Water truck (12000 – 14000 lts.) | 7 | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

| Qualification Criteria | | Compliance Requirements | | | | | Documentation |
|------------------------|------------------------------|--|--|----------------------|------------|-----------|--|
| No. | Subject | Requirement | Single Entity | Joint Venture (N/A) | | | Submission Requirements |
| | | | | All Parties Combined | Each Party | One Party | |
| | | 8 Asphalt distributer | 7 | | | | |
| | | 9 Truck Mixer >=750liter | 7 | | | | |
| | | 10 4WD Pick up | 14 | | | | |
| 1.3 | Key personnel | The qualifications and experience of key technical and supervising staff proposed for the execution of the Contract, both on and off site; with the following minimum requirements The requirements for qualification and experience of the key personnel are indicated in Table 2 below. | Must meet requirement Average 90% of the requirements must meet. | N / A | N / A | N / A | Forms-QUA.-1.4 Organizational Chart of Management Staff |
| 1.4 | Proposal for sub-contracting | a) any proposals for subcontracting elements of the Works such that the | Has to include information. | N / A | N / A | N / A | Qualification Submission Sheet |

| Qualification Criteria | | Compliance Requirements | | | | | Documentation |
|------------------------|--|--|---|----------------------|------------|-----------|--|
| No. | Subject | Requirement | Single Entity | Joint Venture (N/A) | | | Submission Requirements |
| | | | | All Parties Combined | Each Party | One Party | |
| | | total of subcontracting is more than 10 percent of the Bid Price; b) detail proposals for subcontracting any highly specialized elements of the Works to named specialist subcontractors; | Has to include information. Must meet requirement. | | N / A | N / A | Qualification Submission Sheet |
| 1.5 | Proposal of work methods and programs | Proposal of work methods and program, in sufficient detail to demonstrate the adequacy of the bidder's proposals to meet the technical specifications within the completion period. | Has to include information. | N / A | N / A | N / A | Forms-QUA.-1.5 (a) & (b) Proposed Construction Schedules & Methodology |

| Qualification Criteria | | | Compliance Requirements | | | Documentation | |
|---|--|--|-------------------------|----------------------|------------|---------------|-------------------------|
| No. | Subject | Requirement | Single Entity | Joint Venture (N/A) | | | Submission Requirements |
| | | | | All Parties Combined | Each Party | One Party | |
| 2. Historical Contract Non-Performance | | | | | | | |
| 2.1 | History of Non-Performing Contracts | i.) Evaluation of Contractor's performance shall be conducted regularly ii.) If ET GROUP found Nonperformance or poor Performance history of a Bidder at any stage of the tendering process before signing of the contract agreement; the bidder will be rejected from the proceeding stage of the tendering." Having been subject within the past five years to a contract termination fully settled | Must meet requirement | | | | |

| Qualification Criteria | | Compliance Requirements | | | | | Documentation |
|------------------------|---------------------------|---|------------------------|----------------------|------------|-----------|-------------------------|
| No. | Subject | Requirement | Single Entity | Joint Venture (N/A) | | | Submission Requirements |
| | | | | All Parties Combined | Each Party | One Party | |
| | | against us for significant or persistent failure to comply with our contractual obligations during contract performance, unless this termination was challenged and dispute resolution is still pending or has not confirmed a full settlement against us | | | | | |
| 2.2 | Pending Litigation | All pending litigation shall in total not represent more than <i>Thirty Percent (30%)</i> of the Bidder's net worth and shall be treated as resolved against the Bidder. | Must meet requirement. | N / A | N / A | N / A | Form CON - 2 |

| Qualification Criteria | | Compliance Requirements | | | | | Documentation |
|-------------------------------|--|--|-----------------------|----------------------|------------|-----------|------------------------------------|
| No. | Subject | Requirement | Single Entity | Joint Venture (N/A) | | | Submission Requirements |
| | | | | All Parties Combined | Each Party | One Party | |
| 3. Financial Situation | | | | | | | |
| 3.1 | a) Historical Financial Performance | Submission of audited balance sheets for the last <i>Five (5) years (2013-2017 G.C)</i> to demonstrate the current soundness of the Bidders financial position and its prospective long term profitability, | Must meet requirement | N / A | N / A | N / A | Form FIN - 3.1(a) with attachments |
| | b) Current Contract Commitments | i.) Bidders and each partner to a Joint Venture should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but | Must meet requirement | N / A | | N / A | Form FIN - 3.1(b)(i) |

| Qualification Criteria | | Compliance Requirements | | | Documentation | | |
|------------------------|---------|--|-----------------------|----------------------|---------------|-----------|---|
| No. | Subject | Requirement | Single Entity | Joint Venture (N/A) | | | Submission Requirements |
| | | | | All Parties Combined | Each Party | One Party | |
| | | for which an unqualified, full completion certificate has yet to be issued. ii.) The Applicant must demonstrate access to, or availability of, financial resources such as liquid assets, unencumbered real assets, lines of credit, and other financial means, other than any contractual advance payments to meet the following cash-flow requirement: USD seven Million (USD 7,000,000.00) | Must meet requirement | N / A | | N / A | Form FIN - 3.1(b)(ii) BID SECURITY as mentioned in Clause 16 |

| Qualification Criteria | | | Compliance Requirements | | | | Documentation |
|------------------------|--|---|-------------------------|----------------------|------------|-----------|-------------------------|
| No. | Subject | Requirement | Single Entity | Joint Venture (N/A) | | | Submission Requirements |
| | | | | All Parties Combined | Each Party | One Party | |
| 3.2 | Annual Construction Turnover | Average annual construction turnover of USD Sixty Million (USD 60,000,000) calculated as total certified payments received for contracts in progress or completed within the last Five (5) years. | Must meet requirement | N / A | N/A | N/A | Form FIN - 3.2 |
| 4. Experience | | | | | | | |
| 4.1 | General Construction Experience | Experience in construction contracts in the role of contractor for at least five (5) years for foreign bidders prior to the submission deadline. | Must meet requirement | N / A | N/A | N / A | Form EXP-4.1 |

| Qualification Criteria | | | Compliance Requirements | | | | Documentation |
|------------------------|---|---|-------------------------|----------------------|------------|-----------|-------------------------|
| No. | Subject | Requirement | Single Entity | Joint Venture (N/A) | | | Submission Requirements |
| | | | | All Parties Combined | Each Party | One Party | |
| | | Activity in at least nine (9) months in each year. “The general experience of the Contractor shall be considered after the signing of the company’s first contract.” | | | | | |
| 4.2(a) | Specific Construction Experience | The Applicant has successfully participated as contractor in at least Three similar building projects and as the design consultant in at least Three similar building projects within the last ten years, each with a value of at least USD twenty Million (USD 20,000,000) that have been successfully and substantially completed. and that are similar to the proposed Works | Must meet requirement | N / A | N / A | N/A | Form EXP 4.2(a) |

| Qualification Criteria | | Compliance Requirements | | | | | Documentation |
|------------------------|--|--|-----------------------|----------------------|------------|-----------|-------------------------|
| No. | Subject | Requirement | Single Entity | Joint Venture (N/A) | | | Submission Requirements |
| | | | | All Parties Combined | Each Party | One Party | |
| 5. Site Visit | | | | | | | |
| 5.1 | Declaration of Site Visit and Understanding of the Work | The bidder has to visit the site of works and fill in the site visit form. | Must meet requirement | N / A | N / A | N / A | Form DSV - 5.1 |

The environmental and social risks are evaluated as high and/or impacts as significant, and therefore, the Bidding Documents include ESHS Specifications. The Technical Proposal shall comprise an ESHS Methodology. The ESHS Methodology submitted by the Bidder shall be evaluated to determine whether it is substantially responsive (i.e. without material deviation, reservation or omission) to the requirements specified in the Schedule of Requirements for design-build of 7 Terminals. The Bidder shall use the ESHS Methodology Form provided for this purpose in Section IV - Bidding Forms - Technical Proposal. A Bid not comprising an ESHS Methodology or a Bid for which the ESHS Methodology is not substantially responsive (i.e. with material deviation, reservation or omission) shall be rejected.

| 6. Environmental, Social, Health and Safety (ESHS) ¹ | | | | | | |
|---|--|-----------------------|--------------------------------------|-------------|------------------------------|-------------------------|
| Criterion | Requirement | Single Entity | Joint Venture (existing or intended) | | | Submission Requirements |
| | | | All Parties Combined | Each Member | One Member | |
| 6.1 ESHS Certification(s) | Availability of a valid ISO certification or internationally recognized equivalent (equivalency to be demonstrated by Bidder), and applicable to the worksite: <i>[select the required certificates by checking the appropriate box(es)]:</i> ✓ Quality management certificate ISO 9001 ² ; | Must meet requirement | N/A | N/A | Leader must meet requirement | Form CER |

¹ Those ESHS qualification criteria may be reduced or deleted if the worksites management is of minor Environmental, Social, Health and Safety impact.

² The ISO 9001 certification covers the principles of quality management, including a strong customer focus, motivation and commitment of management, process approach and continuous improvement. **This certification is to be required in case of complex organization of the worksite.**

| 6. Environmental, Social, Health and Safety (ESHS)1 | | | | | | |
|---|---|-----------------------|--------------------------------------|-------------|------------------------------|---|
| Criterion | Requirement | Single Entity | Joint Venture (existing or intended) | | | Submission Requirements |
| | | | All Parties Combined | Each Member | One Member | |
| | <ul style="list-style-type: none"> ✓ Environmental management certificate ISO 14001³; ✓ Health and safety management certificate ISO 450014. | | | | | Form CER Form CER |
| 6.2 ESHS Documentation | Availability of in-house policies and procedures acceptable to the Employer for ESHS management: | Must meet requirement | N/A | N/A | Leader must meet requirement | <ol style="list-style-type: none"> 1. The ESHS Ethics Charter of the company or equivalent must be provided. 2. A procedure or information on how the Bidder ensures that all members of the Joint Venture, subcontractors, suppliers and temporary labor (i) are aware and (ii) meet ESHS requirements must be provided. 3. Official internal procedure documents on the topics indicated must be provided. 4. FORM ESHS Cost schedule |

³ The ISO 14001 certification defines the criteria for an environmental management system. **This certification is to be required in case of environmental issues of the worksite.**

⁴ The ISO 45001 certification defines a management system for health and safety at work with the overall objective of preventing the occurrence of work related injuries and diseases among workers and providing safe and healthy workplaces. **This certification is to be required in case of health and safety issues.**]

| 6. Environmental, Social, Health and Safety (ESHS)1 | | | | | | |
|--|--|-----------------------|---|--------------------|------------------------------|--|
| Criterion | Requirement | Single Entity | Joint Venture (existing or intended) | | | Submission Requirements |
| | | | All Parties Combined | Each Member | One Member | |
| | 1. Existence of an Ethics Charter; 2. Existence of a system for monitoring compliance with ESHS commitments for the Bidder's subcontractors and all its partners; 3. Existence of official company procedures for the management of the following relevant points: <i>[Only select the relevant points (between 3 and 5) that apply for the Works by checking the appropriate boxes]</i> ✓ ESHS resources and facilities and ESHS monitoring organization; ✓ Project Areas management (base camps, quarries, borrow pits, storage areas); ✓ Health & Safety on worksites; ✓ Relations with stakeholders, information and consultation of local communities and authorities; | | | | | |
| 6.3 Similar Experience | Experience of 2 construction contracts over the last 10 years, where major ESHS measures were carried out or are on progress satisfactorily and in compliance with international standards. | Must meet requirement | N/A | N/A | Leader must meet requirement | Form EXP-ESHS with supporting documents (the Bidder shall submit a piece of evidence supporting the ESHS implementation measures) |

| 6. Environmental, Social, Health and Safety (ESHS)1 | | | | | | |
|--|--|-----------------------|--------------------------------------|-------------|------------------------------|--|
| Criterion | Requirement | Single Entity | Joint Venture (existing or intended) | | | Submission Requirements |
| | | | All Parties Combined | Each Member | One Member | |
| 6.4 Specific ESHS Knowledge Transfer Experience | Experience of one (1) construction contract in developing and emerging countries over the last five (5) years in which the ESHS knowledge transfer to a local partner or the ESHS capacity building of the Employer's country staff was carried out satisfactorily | Must meet requirement | N/A | N/A | Leader must meet requirement | Form EXP-ESHS with supporting documents (The Bidder shall submit a piece of evidence supporting the ESHS knowledge transfer or capacity building) |
| 6.5 ESHS Dedicated Personnel | Availability of in-house personnel dedicated to ESHS issues: Environmental and Social Manager, and/or Health and Safety Manager. | Must meet requirement | N/A | N/A | Leader must meet requirement | Organizational chart evidencing filled ESHS position(s) |

| 7. AFD Eligibility | | | | | | |
|----------------------------|--|-----------------------|--------------------------------------|-----------------------|-----|--|
| Criterion | Requirement | Single Entity | Joint Venture (existing or intended) | | | Submission Requirements |
| 7.1 AFD Eligibility | Not being ineligible to AFD financing, as described in ITB 4.3 | Must meet requirement | Must meet requirement | Must meet requirement | N/A | Statement of Integrity (appendix to Letter of Bid) |

Table 2: Requirements for Qualification and Experience of Key Personnel

| Personnel Requirement for the Construction Crew | | | | |
|--|----------------|---------------------------|------------------------------------|--|
| Position | Min. No | General experience | Experience in Similar Works | Min Qualification |
| Project Manager | 7 | 10 | 5 | B.Sc. in Civil Engineering 7 profiles shall be presented in order to have a representative from the contractor on all sites |
| Construction Engineer | 7 | 8 | 4 | B.Sc. in Civil Engineering |
| Contract Engineer | 7 | 7 | 4 | B.Sc. in Civil Eng. |
| Site Engineer | 14 | 4/6 | 2/4 | B.Sc. /Diploma in Civil Eng. or bldg. construction |
| Office Engineer | 14 | 4/6 | 2/4 | B.Sc. /Diploma in Civil Eng. or bldg. construction |
| Construction Forman | 14 | 8 | 5 | Diploma in CENG/Building Eng. |
| Chief Surveyor | 7 | 10 | 7 | Diploma in Surveying |

| Personnel Requirement For the Design Crew | | | | |
|---|---|----|---|--|
| Practicing Professional Architect | 1 | 12 | 4 | BSc & PPAr License License with experience in terminal building and with experience in building achieving high environmental and energy efficiency targets. |
| Professional Architect | 1 | 8 | 4 | BSc & PAR License |
| Professional Structural Engineer | 1 | 10 | 5 | BSc& PST License |
| Professional Electrical Engineer | 1 | 10 | 5 | BSc & PEE License |
| Professional Sanitary Engineer | 1 | 10 | 5 | BSc & PSN License |
| Senior Hydrogeologist | 1 | 8 | 5 | M.Sc. Degree specialization in hydrogeology |
| Geo physicist | 1 | 3 | 2 | M.Sc. degree in Geophysics or related filed |
| Senior Water Resource or water supply or Hydraulics or related Engineer | 1 | 8 | 4 | B.Sc. degree in hydraulics/water engineering |

| | | | | |
|--|---|----|--|-------------------|
| Professional Mechanical Engineer | 1 | 10 | 5 | BSc & PME License |
| Professional Engineer (contract administrator) | 1 | 8 | 4 | BSc & PE License |
| Associate Engineer (Quantity Surveyor) (GE) | 1 | 5 | 2 | BSc & GE License |
| Environmental Health and Social Expert | 1 | 10 | B.Sc. in EHSS management | |
| Environmental expert | 1 | 10 | B.Sc. in Environmental management, international expert, experience in working with WB standards | |
| Social expert | 1 | 10 | B.Sc. in Social management/ experience in stakeholder engagement., international expert, experience in working with WB standards | |

PERSONNEL FOR THE KEY PROFESSIONALS

| Requirement for Design | Bidder | | | |
|---|--|---------------------------------|-----------------------------------|------------------------|
| | Single Entity | | | |
| Position | Minimum Qualifications | Total Experience [years] | Similar Experience [Years] | Point allocated |
| Practicing Professional Architect | M.Sc in Architecture | 12 | 4 | 13 |
| Professional Architect | B.Sc in Architecture | 8 | 4 | 8 |
| Practicing Professional structural Engineer | B.Sc in Civil Engineering | 10 | 5 | 9 |
| Professional Engineer, Contract Administrator | B.Sc in Civil Engineering or related | 8 | 4 | 8 |
| Practicing Professional Electrical Engineer | B.Sc in Electrical Engineering | 10 | 5 | 9 |
| Practicing Professional Mechanical Engineer | B.Sc in Mechanical Engineering | 12 | 8 | 9 |
| Practicing Professional Sanitary Engineer | B.Sc in Sanitary Engineering | 10 | 5 | 9 |
| Environmental Health and Social Expert | Bsc in EHSS management | 10 | - | 9 |
| Environmental expert | Bsc in Environmental management, international expert, experience in working with WB standards | 10 | - | 9 |
| Social expert | Bsc in Social management/ experience in stakeholder engagement., international expert, experience in working with WB standards | 10 | - | 9 |
| Senior water resource or water supply or related Engineer | B.S in Hydraulics/Water Engineering | 8 | 4 | 8 |
| Total Point | | | | 100 |

| Requirement for Construction | Bidder | | | |
|------------------------------|--|--------------------------|----------------------------|-----------------|
| | Single Entity | | | |
| Position | Minimum Qualifications | Total Experience [years] | Similar Experience [Years] | Point allocated |
| Project Manager 7 no | B.Sc in Civil Engineering | 10 | 5 | 20 |
| Construction Engineer 7 no | B.Sc in Civil Engineering | 8 | 4 | 15 |
| Contract Engineer 7 no | B.Sc in Civil Engineering | 7 | 4 | 13 |
| Site Engineer.14 no | B.Sc/Diploma in Civil Engineering or Building construction | 4/6 | 2/4 | 13 |
| Office Engineer-14no. | B.Sc/Diploma in Civil Engineering or Building construction | 4/6 | 2/4 | 13 |
| Construction Forman-3no. | Diploma in CENG/Bldg Eng | 8 | 5 | 13 |
| Chief Surveyor-7 no. | Diploma in Surveying | 10 | 7 | 13 |
| Total Point | | | | 100 |

- Personnel with the following minimum qualifications and experience but not limited to this shall be assigned for the work. They shall be deployed in the execution. See the evaluation table for requirement.
 - Relevant Evidences of Qualification and experience of personnel listed above must be attached. No evaluation points will be given without the supporting evidences.
 - Bidders are expected to mention the particular name of the personnel planned to be assigned for the project. Recently signed CVs, copy of degree and diplomas shall be attached with evidence for the work experience.
 - In case of failure of the bidder on assigning of nominated personnel, during design & construction, substitution can be instructed by the consultant for professionals at equivalent level.
- The bidder must have suitably qualified personnel to fill the following positions, and should submit copies of educational testimonial and recommendation of work experience from previous employers and renewed professional license evidence including recently signed CVs. by the professional & certified by the bidder. No evaluation points will be given without the supporting evidences.
- If the project is awarded changing the proposed personnel with equivalent qualification and experience shall be under the approval of the Employer.
- Subcontractors' experience and resources will not be taken into account in determining the Bidder's compliance with the qualifying criteria.
- A consistent history of litigation or arbitration awards against the applicant or any partner of a Joint Venture may result in disqualification.

EQUIPMENT FOR THE IMPLEMENTATION OF THE CONTRACT

| Requirement | | Bidder | | | Documentation Required |
|--------------------|------------------------------------|-----------------------------|-------------------------|------------------|------------------------|
| | | Single Entity | | | |
| No | Equipment Type and Characteristics | Capacity | Minimum Number Required | Points allocated | |
| 1 | Dump Trucks | 12 m ³ | 35 | 10 | |
| 2 | Loader | 2.5 m ³ | 7 | 10 | |
| 3 | Excavator | 1.5m ³ and above | 7 | 10 | |
| 4 | Mobile Crane | As per table 1.1 | 7 | 10 | |
| 5 | Motor grader (130 – 140 HP) | 130 – 140hp | 7 | 10 | |
| 6 | Concrete truck mixer | 750 lit and above | 7 | 10 | |
| 7 | 4WD Pick-up | 4seats | 14 | 10 | |
| 8 | Asphalt distributor | | 7 | 10 | |
| 9 | Water truck | 1200-1400lt | 7 | 10 | |
| 10 | Vibrating roller | 10Tone | 7 | 10 | |
| Total Point | | | | 100 | |

- Proposals for the timely acquisition (own, lease, hire, etc.) of the essential equipment but not limited to this shall be assigned for the work. The equipment shall be deployed in the actual execution. Evidence of ownership title shall be attached. See the evaluation table for requirement.

STAGE –II- DETAIL TECHNICAL EVALUATION

Only technical offer which pass first stage and comply to all requirements under stage – I evaluation will be evaluated for stage II detail technical evaluation accordingly.

The minimum pass mark for this *stage-II* evaluation for construction works shall be **80**. Those bidders who scored 80 and above will be detail evaluated for technical responsiveness and ranked accordingly.

| Priority | Name of Criteria | Points |
|----------|--|------------|
| 1 | Experience in similar nature of work, consortium experience The Applicant has successfully participated as contractor in at least Three similar building projects each with a value of at least USD twenty Million (USD 20,000,000) that have been successfully and substantially completed. Submission of design firm subcontract agreement with renewed legal license, Consultant grade to be of Class-I , with minimum 10 years of related experience in terminal design and list of professionals attached. | 20 |
| | Total points for criterion (1): | 20 |
| 2 | Equipment (Table 1.1, item 1.2) | 10 |
| | Total points for criterion (2): | 10 |
| 3 | Adequacy of Technical proposal in responding to the schedule of Requirements: (a) Tender Document presentation. (1pts) (b) Complete preliminary design sets (8pts) (c) Site Visit and understanding of the project (2pts) (d) Technical approach and methodology (6pts) (e) Work plan and scheduling (Time, man power equipment, personnel) (5pts) (f) Organization and staffing (3pts) (g) Construction procedures (2pts) (h) Project handling Methods (2pts) (i) Safety to client's property and personnel (2pts) (j) Proposal for construction Techniques followed considering the non-interruption of normal working time and service of client (2pts) (k) Methods of protection for built in client property (2pts) Note:- Bidder should has to prepare the detail work methodology and shows their Approaches to specific work | 35 |
| | Total points for criterion (3): | 35 |
| 4 | Environmental and Energy efficiency ambition : environmental ambition in all fields, energy efficiency ambition, neutral building, production of renewable energy, performance of the terminal | 15 |
| | Total points for criterion (4): | 15 |
| 5 | Architectural ambition : quality of the technical design and of the architecture, shall be adapted to the environment and to the local culture | 10 |
| | Total points for criterion (5): | 10 |
| 6 | Key personnel (table 2) | 10 |
| | Total points for criterion (6): | 10 |
| | Total points for all Criteria (1+2+3+4+5 + 6) | 100 |

STAGE – III RESPONSIVENESS & FINANCIAL EVALUATION

Tenders' who pass **stage-II evaluation** will be categorized as technically responsive or not according to the evaluation criteria set out above. Technical responsiveness of the offer shall be marked as follows.

1. Non Responsive (NR) bid the one who fail to satisfy the technical requirements indicated in the evaluation criteria. Bidder's offer, which didn't submit or didn't include technical details about the project as per the TOR, shall be considered Non Responsive.

Offers which have scored non-responsiveness in any one of the items specified in the technical evaluation criteria will be REJECTED as Non-Responsive.

2. Substantially responsive (SR) bid is the one that partly conforms to specifications of the bidding documents without major material deviation or reservation so that by any means offered material shall not affect the quality & performance of the project.

If a bid is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

3. Responsive (R) Bid is the one that fully conforms to all the terms, conditions, and specifications of the bidding documents without material deviation or reservation.

In case there appear differences between the evaluation point and technical specification included in the tender document, the statement or requirement included in the technical specification shall prevail.

The employer will consider all the points in the general technical specification, particular technical specification and tender drawings during evaluation.

Those bidders who comply with all requirements under **Stage-II** will be evaluated for financial proposal.

Those bidders who scored none comply in any one of the items specified in the evaluation **Stage-II** and got less than 80 under **Stage-II** shall be REJECTED.

Bidder who pass **Stage-I** and scored the pass mark under **Stage-II** and offered the lowest financial proposal (after conducting high level negotiation with all substantially responsive bidders) for the project will be awarded for the execution of the project.

Financial Evaluation Criteria

The best evaluated bid will be **lowest evaluated price** of the substantially responsive bid proposals. High level negotiations may be carried out with all responsive bidders. There will be at maximum 2 rounds of high level negotiation.

In evaluating bids, the employer will implement the following evaluation and disqualification criterion:

- I. Making any correction for errors.
- II. The Contract is a **Lump Sum Contract**. Bidders are expected to show indicative quantities in detail if there any additional cost incur due to negligence or without understanding of the work, it will be bidder's responsibility to cover the price. Evaluation of Bids will be done on the basis of prices excluding VAT.
- III. Bidders are expected to give the shortest possible time to complete the construction works of the project. The Maximum time for completion of the project is not more than **540 calendar days**. The completion date shall be determined from the commencement date or the date or receipt of notice by the employer for the commencement of the works.
- IV. After high level negotiation, least evaluated bidder shall be awarded for the work.
- V. To have negotiation power Ethiopian Airlines Group will not arrange financial opening call. The financial bid opening process will accomplish with the presence of Ethiopian Airlines Group bid evaluation committee members only no bidder shall be invited; only the financial bids of substantially responsive bidders shall be opened.

Section 4. Bidding Forms

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Instructions for Completing the Qualification Forms

The Bidder shall fill in and complete all the blank spaces in the Qualification Forms in accordance with the instructions for each form indicated below. The Bidder shall note that the forms included here are for guidance purposes only and that the Bidder shall prepare its qualification using the corresponding blank forms.

Qualification Submission Sheet

Date: _____

Identification No.: _____

To: _____

We, the undersigned, apply to be qualified for the Jinka, Shire, Robe, Kombolcha, Gode, Nekemt & Dembidolo Airport Passengers Terminal Project and declare that: we, including any subcontractors or suppliers for any part of the contract subject to this qualification do not have any conflict of interest, in accordance with ITB Sub-Clause 3.2 of the Bidding document we, in accordance with, Section XII, Qualification Criteria, Sub-Factor 1.4(a) plan to subcontract the following elements of the works:

We, in accordance with, Section 7, Appendix to bid, and Conditions of Contract Sub-Clause 4.3 plan to subcontract some key activities and/or parts of the works.”

We agree to abide by this bid until the date 120 days from the date of bid submission specified in the Bidding Data and it shall remain binding upon us and may be accepted at any time before that date.

Signed _____

Name _____ in the Capacity of _____

Duly authorized to sign the Qualification for and on behalf of:

Bidders Legal Name: _____

Address: _____

Dated on _____ day of _____, _____.

Bid - Statement of Integrity, Eligibility and Environmental and Social Responsibility

Reference of the bid or proposal _____ (the "**Contract**")

To: _____ (the "**Contracting Authority**")

1. We recognize and accept that *Agence Française de Développement* ("**AFD**") only finances projects of the Contracting Authority subject to its own conditions which are set out in the Financing Agreement which benefits directly or indirectly to the Contracting Authority. As a matter of consequence, no legal relationship exists between AFD and our company, our joint venture or our suppliers, contractors, subcontractors, consultants or sub consultants. The Contracting Authority retains exclusive responsibility for the preparation and implementation of the procurement process and performance of the contract. The Contracting Authority means the Purchaser, the Employer, the Client, as the case may be, for the procurement of goods, works, plants, consulting services or non-consulting services.
2. We hereby certify that neither we nor any other member of our joint venture or any of our suppliers, contractors, subcontractors, consultants or sub consultants are in any of the following situations:
 - 2.1 Being bankrupt, wound up or ceasing our activities, having our activities administered by the courts, having entered into receivership, reorganization or being in any analogous situation arising from any similar procedure;
 - 2.2 Having been:
 - a) convicted, within the past five years by a court decision, which has the force of *res judicata* in the country where the Contract is implemented, of fraud, corruption or of any other offense committed during a procurement process or performance of a contract (in the event of such conviction, you may attach to this Statement of Integrity supporting information showing that this conviction is not relevant in the context of this Contract);
 - b) subject to an administrative sanction within the past five years by the European Union or by the competent authorities of the country where we are constituted, for fraud, corruption or for any other offense committed during a procurement process or performance of a contract (in the event of such sanction, you may attach to this Statement of Integrity supporting information showing that this sanction is not relevant in the context of this Contract);
 - c) convicted, within the past five years by a court decision, which has the force of *res judicata*, of fraud, corruption or of any other offense committed during the procurement process or performance of an AFD-financed contract;
 - 2.3 Being listed for financial sanctions by the United Nations, the European Union and/or France for the purposes of fight-against-terrorist financing or threat to international peace and security;
 - 2.4 Having been subject within the past five years to a contract termination fully settled against us for significant or persistent failure to comply with our contractual obligations during contract performance, unless this termination was challenged and dispute resolution is still pending or has not confirmed a full settlement against us;

- 2.5 Not having fulfilled our fiscal obligations regarding payments of taxes in accordance with the legal provisions of either the country where we are constituted or the Contracting Authority's country;
 - 2.6 Being subject to an exclusion decision of the World Bank and being listed on the website <http://www.worldbank.org/debarr> (in the event of such exclusion, you may attach to this Statement of Integrity supporting information showing that this exclusion is not relevant in the context of this Contract);
 - 2.7 Having created false documents or committed misrepresentation in documentation requested by the Contracting Authority as part of the procurement process of this Contract.
3. We hereby certify that neither we, nor any of the members of our joint venture or any of our suppliers, contractors, subcontractors, consultants or sub consultants are in any of the following situations of conflict of interest:
- 3.1 Being an affiliate controlled by the Contracting Authority or a shareholder controlling the Contracting Authority, unless the stemming conflict of interest has been brought to the attention of AFD and resolved to its satisfaction;
 - 3.2 Having a business or family relationship with a Contracting Authority's staff involved in the procurement process or the supervision of the resulting Contract, unless the stemming conflict of interest has been brought to the attention of AFD and resolved to its satisfaction;
 - 3.3 Being controlled by or controlling another bidder or consultant, or being under common control with another bidder or consultant, or receiving from or granting subsidies directly or indirectly to another bidder or consultant, having the same legal representative as another bidder or consultant, maintaining direct or indirect contacts with another bidder or consultant which allows us to have or give access to information contained in the respective applications, bids or proposals, influencing them or influencing decisions of the Contracting Authority;
 - 3.4 Being engaged in a consulting services activity, which, by its nature, may be in conflict with the assignments that we would carry out for the Contracting Authority;
 - 3.5 In the case of procurement of goods, works or plants:
 - a) Having prepared or having been associated with a consultant who prepared specifications, drawings, calculations and other documentation to be used in the procurement process of this Contract;
 - b) Having been recruited (or being proposed to be recruited) ourselves or any of our affiliates, to carry out works supervision or inspection for this Contract.
4. If we are a state-owned entity, and to compete in a procurement process, we certify that we have legal and financial autonomy and that we operate under commercial laws and regulations.
5. We undertake to bring to the attention of the Contracting Authority, which will inform AFD, any change in situation with regard to points 2 to 4 here above.
6. In the context of the procurement process and performance of the corresponding contract:
- 6.1 We have not and we will not engage in any dishonest conduct (act or omission) deliberately indented to deceive others, to intentionally conceal items, to violate or vitiate someone's consent, to make them circumvent legal or regulatory requirements and/or to violate their internal rules in order to obtain illegitimate profit;

- 6.2 We have not and we will not engage in any dishonest conduct (act or omission) contrary to our legal or regulatory obligations or our internal rules in order to obtain illegitimate profit;
 - 6.3 We have not promised, offered or given and we will not promise, offer or give, directly or indirectly to (i) any Person who holds a legislative, executive, administrative or judicial mandate within the State of the Contracting Authority regardless of whether that Person was nominated or elected, regardless of the permanent or temporary, paid or unpaid nature of the position and regardless of the hierarchical level the Person occupies, (ii) any other Person who performs a public function, including for a State institution or a State-owned company, or who provides a public service, or (iii) any other person defined as a Public Officer by the national laws of the Contracting Authority's country, an undue advantage of any kind, for himself or for another Person or entity, for such Public Officer to act or refrain from acting in his official capacity;
 - 6.4 We have not promised, offered or given and we will not promise, offer or give, directly or indirectly to any Person who occupies an executive position in a private sector entity or works for such an entity, regardless of the nature of his/her capacity, any undue advantage of any kind, for himself or another Person or entity for such Person to perform or refrain from performing any act in breach of its legal, contractual or professional obligations;
 - 6.5 We have not and we will not engage in any practice likely to influence the contract award process to the detriment of the Contracting Authority and, in particular, in any anti-competitive practice having for object or for effect to prevent, restrict or distort competition, namely by limiting access to the market or the free exercise of competition by other undertakings;
 - 6.6 Neither we nor any of the members of our joint venture or any of our suppliers, contractors, subcontractors, consultants or sub consultants shall acquire or supply any equipment nor operate in any sectors under an embargo of the United Nations, the European Union or France;
 - 6.7 We commit ourselves to comply with and ensure that all of our suppliers, contractors, subcontractors, consultants or sub consultants comply with international environmental and labor standards, consistent with laws and regulations applicable in the country of implementation of the Contract, including the fundamental conventions of the International Labor Organization (ILO) and international environmental treaties. Moreover, we shall implement environmental and social risks mitigation measures when specified in the environmental and social commitment plan (ESCP) provided by the Contracting Authority.
7. We, as well as members of our joint venture and our suppliers, contractors, subcontractors, consultants or sub consultants authorize AFD to inspect accounts, records and other documents relating to the procurement process and performance of the contract and to have them audited by auditors appointed by AFD.

Name: _____ In the capacity of: _____

Ethiopian Airlines Group
Design Build of Jinka, Shire, Robe, Kombolcha, Gode Nekemt & Dembidolo Airport Passengers Terminals &
Support Facility Buildings Project
Bidding Document

Duly empowered to sign in the name and on behalf of⁵: _____

Signature: _____

Dated: _____

⁵ In case of joint venture, insert the name of the joint venture. The person who will sign the application, bid or proposal on behalf of the applicant, bidder or consultant shall attach a power of attorney from the applicant, bidder or consultant.

Form QUA – 1.1(a)
Bidder Information Sheet

Date: _____
Identification No.: _____
Page _____ of _____ pages

| |
|---|
| Bidder's legal name |
| In case of JV, legal name of each party: |
| Bidder's country of constitution: |
| Bidder's year of constitution: |
| Bidder's Legal Address in country of constitution: |
| Bidder's authorized representative information Name: Capacity: Address: Telephone: Fax numbers: E-mail address: |
| Attached are copies of original documents of: 1. In case of single entity, articles of Incorporation or Documents of Constitution of the legal entity named above, in accordance with Section XII, Qualification Criteria,1.1 2. In case of JV, letter of intent to form JV or JV agreement, in accordance with Section XII, Qualification Criteria,1.1 |

Form QUA – 1.1(b)
POWER OF ATTORNEY

Principal ----- [Full name & position]

Address _____

(Hereinafter named as “the principal”)

Agent [1] ----- [Full name & position]

Address _____

(Hereinafter named as “the Agent”)

Specimen of signature / initial _____

I, the undersigned principal, in my capacity as a _____ (2) of [Name of the Company] by the power conferred to me in the _____ (3) hereby delegate fully and without any restriction whatsoever to the Agent whose full details appeared above, to sign on the bid/ proposal to be submitted to the Ethiopian Airlines Group in relation to [Name of the project] in my name and on behalf of [Name of the company].

The Agent may not delegate this authority to any third person without prior consent of the principal which should be in writing and be communicated to the Ethiopian Airport Group

This power of Attorney is made pursuant to Article 2199 of the Ethiopian Civil Code and shall be effective as of [date of signature].

Name & title of the Principal

[Signature & Stamp]

[1] If the Agent is the General Manager (GM) or Managing Director (MD) of the company and if there is no person of higher authority other than him/her, then attach the Memorandum of Association/Article of Association of the company/ business license to your application which empowers the person to sign on the application for prequalification + bid.

[2] General Manager/Chairman of Board of Directors/ etc. who is empowered to give such delegation

[3] Article(s)-of the Memorandum of Association/Article(s)-of the Association/Minutes of Board of Directors Meeting dated _____ reference No_____/etc. (should be attached with this Power of Attorney)

Form QUA – 1.2
Bidder Information Sheet

for each JV Party/Subcontractor as per Qualification Criteria 1.4(b)

Date: _____

Identification No.: _____

Page _____ of _____ pages

| |
|--|
| Bidder's legal name: |
| JV's party/Subcontractor's legal name: |
| JV's party/Subcontractor's country of constitution: |
| JV's party/Subcontractor's year of constitution: |
| JV's party/Subcontractor's legal address in country of constitution: |
| JV's party authorized representative information Name: Capacity: Address: Telephone: Fax numbers: E-mail address: |
| Attached are copies of original documents of: Articles of Incorporation or Documents of Constitution of the legal entity named above, in accordance with Section XII, Qualification Criteria,1.1 |

Form QUA-1.3
List of Major Equipment

Bidder's Legal Name: _____ Date: _____

JV Party Legal Name: _____ Identification No.: _____

Subcontractor's Legal Name (as per Section XII, Qualification Criteria 1.4(b): _____
 Page _____ of _____ pages

The Bidder shall provide adequate information to demonstrate clearly that it has the capability to meet the requirements for each and every item of equipment the Bidder considers necessary to successfully complete the Works within the Time for Construction. A separate Form shall be prepared for each item of equipment listed.

| | | | |
|-----------------------|-------------------------------------|---------|---------------------------|
| Item of equipment | | | |
| Equipment information | 1. Name of manufacturer | | 2. Model and power rating |
| | 3. Capacity | | 4. Year of manufacture |
| Current Status | 5. Current location | | |
| | 6. Details of current commitments | | |
| Source | 7. Indicate source of the equipment | | |
| | Owned: | Rented: | Leased: |
| | | | Specially manufactured: |

The following information may be omitted only in respect of equipment owned by the Bidder or partner:

| | | | |
|------------|---|--|----------------------------|
| Owner | 8. Name of owner | | |
| | 9. Address of owner | | |
| | 10. Telephone | | 11. Contact name and title |
| | 12. Fax | | 13. Telex |
| Agreements | 14. Details of rental / lease / manufacture agreements specific to the project: | | |

**Form QUA-1.4
 Organization Chart of Management Staff.**

Bidder's Legal Name: _____ Date: _____
 JV Party Legal Name: _____ Identification No.: _____
 Subcontractor's Legal Name as per Section XII, Qualification Criteria Sub factor 1.4(b): _____
 Page _____ of _____ pages

Bidders shall provide the following:

1. An organization chart for Head Office staff who would be directly concerned with the Contract.
2. An organization chart for Site management and key technical supervisory staff.
3. A schedule of all proposed Site management and key technical supervisory staff, corresponding to item 2 above, in the following format:

| Name and Nationality | Qualifications (See note 1) | Proposed Position & Responsibility | Years of Experience at this Position/ Level | Years of Experience in works of comparable nature and complexity (See note 2) |
|----------------------|-----------------------------|------------------------------------|---|---|
| | | | | |

Note 1: The ability including evidence to speak the Contract language English should be stated, as well as academic and technical qualifications.

Note 2: This must clearly state periods during which the nominee has been involved in works which directly fit them for the position proposed. (E.g. for an Asphalt Pavement Engineer relevant work should directly involve construction of asphaltic mixtures.)

Form QUA-1.5(a)
Proposed Construction Schedule

Bidder's Legal Name: _____
 Identification No.: _____

Date: _____
 Page ____ of ____ pages

The Contractor is required to complete the Works within the date stated in the Appendix to the Form of Bid. The Bidder shall provide a construction schedule, showing the sequence of all major work items, and identifying any critical path operations. The schedule shall show the resources associated with each construction operation and, in particular, shall show a histogram of the requirement for all major items of Contractor's Equipment taking in to account the effect of rainy season. The following shall specifically be shown:

| | | |
|----|--|--|
| 1. | Date of Commencement. | The date of receipt, by the Contractor, of the Engineer's Notice to Commence. |
| 2. | Time for Completion. | The Time for Completion shall be 540 calendar days (including 15 days for mobilization). |
| 3. | Completion of the Contractor's and the Engineer's establishment, including transport for the Engineer. | The Engineer's establishment, including offices, laboratory and transport. |
| 4. | Provision of temporary facilities for the Engineer until the long-term ones are complete | In accordance with the provisions of the Technical Specifications. |

Form QUA-1.5(b)

Proposed Construction Methodology

Bidder's Legal Name: _____ Date: _____
Identification No.: _____ Page _____ of _____ pages

The Bidder shall submit a narrative outlining his intended methods for undertaking the Works. This narrative should include, but not be limited to, details of the following:

i) The methods to be used in procuring the necessary resources, their transportation to the Site and their installation;

ii) Methods to be employed in constructing the Works, including;

Project approach and methodology to undertake the works

Safety and protective measures for workman, employer's staffs, existing structures, equipment and the works, in general.

Compliance with the protection of environment, health and safety of workers and train workers with respect to occupational health and safety behavior and basic level of environmental awareness.

Ensure for the proper area of storage for both raw material and waste material by clearly marked and by demarcation.

Establish circulation plan to promote traffic safety and minimize disturbance on the on-going activities and on the existing building.

Planned work schedule for all activities supported with finance plan.

Material delivery plan and procurement process.

Manpower and equipment utilization plan, including site utilization for stores, workshop, equipment, etc.

iii) The methods to be employed in meeting the Contractor's obligations for providing for the safety of public traffic during construction operations;

vi) Proposals for sources of construction materials, including bitumen, and detailed proposals for the sourcing, winning and processing of naturally occurring materials (e.g. borrows and quarries);

v) Measures envisaged to avoid or to minimize negative consequences and environmental pollution resulting from the execution of the Contract, the avoidance of pollution, the disposal of all wastes or any noxious substances, arising from the Contract.

Environmental, Social, Health and Safety (ESHS) Methodology

The Bidder shall provide an ESHS Methodology providing information on how the Bidder shall meet the requirements and objectives specified in Schedule of Required for design-build of 7 Terminals.

The ESHS Methodology submitted shall be in the form of a preliminary draft of the Worksite Environmental and Social Management Plan (Worksite - ESMP), the content of which is detailed in Appendix 1 to ESHS Specifications.

In order to address the highly sensitive ESHS issues highlighted during the project's environmental and social impact assessment, **the ESHS Methodology shall provide detailed information on the management of the items listed in the table of paragraph 1. "Essential ESHS issues of worksite management" in Schedule of Required for design-build of 7 Terminals.** The purpose is not for the Bidder to provide one more time policies and internal procedures which were requested in the qualification criteria but to provide a concrete ESHS methodology adapted to the worksites environment.

A Bid for which the ESHS Methodology is evaluated as non-substantially responsive (i.e. with material deviation, reservation or omission) to the ESHS Specifications shall be rejected.

Bidders shall submit an undertaking from each proposed subcontractor to confirm that they have read, understand and will comply with the ESHS obligations using the form hereby attached.

Form of Subcontractor ESHS Undertaking

Date: _____
Bid No.: _____
Alternative No.: _____

Contract title: *[insert the name of the Contract]*

To: *[insert the name of the Employer's agency]*

We, the undersigned, confirm that we have read, understand and will comply with the ESHS Specifications for the above-mentioned contract.

Name of the proposed subcontractor: _____

Name and title of the person signing this undertaking on behalf of the subcontractor: _____

[Signature of the person named above]

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Bidding Document

[Date signed]

Name of the person duly authorized to sign the Bid on behalf of the Bidder: _____

Title of the person signing the Bid: _____

Signature of the person named above: _____

Date signed (day/month/year): _____

Form CON – 2
Historical Contract Non-Performance and Pending Litigation

Bidder's Legal Name: _____ Date: _____

JV Party Legal Name: _____ Identification No.: _____

Page _____ of _____ pages

| Non-Performing Contracts in accordance with Section XII, Qualification Criteria | | | |
|---|---------------------------------|---|-----------------------------|
| <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Contract non-performance did not occur during the stipulated period, in accordance with Sub-Factor 2.1 of Section XII, Qualification Criteria | | | |
| Pending Litigation, in accordance with Section XII, Qualification Criteria | | | |
| <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> No pending litigation in accordance with Sub-Factor 2.2 of Section XII, Qualification Criteria <input type="checkbox"/> Pending litigation in accordance with Sub-Factor 2.2 of Section XII, Qualification Criteria, as indicated below | | | |
| Year | Outcome as Percent of Net worth | Contract Identification | Total Contract Amount (ETB) |
| _____ | _____ | Contract Identification: Name of Employer: Address of Employer: Matter in dispute: | _____ |
| _____ | _____ | Contract Identification: Name of Employer: Address of Employer: Matter in dispute: | _____ |

Form FIN – 3.1(a) (i)
Financial Situation

Bidder's Legal Name: _____ Date: _____
 JV Party Legal Name: _____ Identification No.: _____
 Page _____ of _____ pages

To be completed by the Bidder and, if JV, by each party

| Financial information in USD | Historic information for previous five (_5_) years | | | | |
|--|--|------|------|------|------|
| | 2013 | 2014 | 2015 | 2016 | 2017 |
| Information from Balance Sheet | | | | | |
| Total Assets (TA) | | | | | |
| Total Liabilities (TL) | | | | | |
| Net Worth (NW) | | | | | |
| Current Assets (CA) | | | | | |
| Current Liabilities (CL) | | | | | |
| Information from Income Statement | | | | | |
| Total Revenue (TR) | | | | | |
| Profits Before Taxes (PBT) | | | | | |

Attached are copies of financial statements (balance sheets, including all related notes, and income statements) for the years required above complying with the following conditions:
 Must reflect the financial situation of the Bidder or party to a JV, and not sister, subsidiary or parent companies

Historic financial statements must be audited by a certified accountant

Historic financial statements must be complete, including all notes to the financial statements

Historic financial statements must correspond to accounting periods already completed and audited (statements for partial periods shall not be accepted)

Form FIN – 3.1(b) (i)

Financial Situation

Summary Sheet: Current Contract Commitments / Works in Progress

Bidder's Legal Name: _____ Date: _____
 JV Party Legal Name: _____ Identification No.: _____
 Page _____ of _____ pages

To be completed by the Bidder and, if JV, by each party

| Name of contract | Employer, contact address/tel/fax | Value of outstanding work (USD) | Commencement date | Original completion date (if not yet completed as originally scheduled) | Estimated Completion date | Remaining Period to completion (months) | Average monthly invoicing over last six months (USD/month) |
|------------------|-----------------------------------|---------------------------------|-------------------|---|---------------------------|---|--|
| 1. | | | | | | | |
| 2. | | | | | | | |
| 3. | | | | | | | |
| 4. | | | | | | | |
| 5. | | | | | | | |
| etc. | | | | | | | |

N.B Information related to value of outstanding work with regard to each project above shall be accompanied by confirmation of the respective Supervising Engineers of the projects.

Form FIN – 3.1(b) (ii)

Financial Situation

(b) Proposed Source of Financing

Bidder's Legal Name: _____ Date: _____
 JV Party Legal Name: _____ Identification No.: _____
 Page _____ of _____ pages

Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total four months' construction cash flow demands of the subject contract. The source of financing should be exclusive to the project.

| Source of financing | Amount (USD) |
|---------------------|--------------|
| 1. | |
| 2. | |
| 3. | |
| 4. | |

Autonomous construction subdivisions of parent conglomerate businesses shall submit financial information related only to the particular activities of the subdivision.

| | | |
|--------|-------------------|------------------------|
| Banker | Name of banker | |
| | Address of banker | |
| | Telephone | Contact name and title |
| | Fax | Telex |

N.B

Tenderers are instructed to attach letters authorizing ET GROUP to request information from each of the Tenderer's Bankers.

Form FIN – 3.2
Annual Construction Turnover

Bidder's Legal Name: _____ Date: _____

JV Party Legal Name: _____ Identification No.: _____

Page _____ of _____ pages

| Year | Amount in ETB/USD |
|------|-------------------|
| 2017 | |
| 2016 | |
| 2015 | |
| 2014 | |
| 2013 | |

Form EXP – 4.1
General Construction Experience

Bidder's Legal Name: _____ Date: _____
 JV Party Legal Name: _____ Identification No.: _____
 Page _____ of _____ pages

| Starting Month / Year * | Ending Month / Year | Contract Identification | Role of Bidder |
|-------------------------|---------------------|--|----------------|
| _____ | _____ | Contract name: Brief Description of the Works performed by the Bidder: Name of Employer: Address: | _____ |
| _____ | _____ | Contract name: Brief Description of the Works performed by the Bidder: Name of Employer: Address: | _____ |
| _____ | _____ | Contract name: Brief Description of the Works performed by the Bidder: Name of Employer: Address: | _____ |
| _____ | _____ | Contract name: Brief Description of the Works performed by the Bidder: Name of Employer: Address: | _____ |
| _____ | _____ | Contract name: Brief Description of the Works performed by the Bidder: Name of Employer: Address: | _____ |
| _____ | _____ | Contract name: Brief Description of the Works performed by the Bidder: Name of Employer: Address: | _____ |

*List calendar year starting with the earliest year

Form EXP – 4.2(a)
Specific Construction Experience

Bidder's Legal Name: _____ Date: _____
 JV Party Legal Name: _____ ICB No.: _____
 Page: _____ of _____ pages

| | | | |
|--|--|---|---|
| Similar Contract Number: _____ of _____ required | Information | | |
| Contract Identification: | _____ | | |
| Award date: | _____ | | |
| Completion date: | _____ | | |
| Role in Contract: | <input type="checkbox"/> Contractor | <input type="checkbox"/> Management Contractor | <input type="checkbox"/> Subcontractor |
| Total contract amount: | _____ | _____ | ETB _____ |
| If party in a JV or subcontractor, specify participation of total contract amount: | _____ % | _____ | ETB _____ |
| Employer's Name: | _____ | | |
| Address: | _____ _____ _____ | | |
| Telephone/fax number: | _____ _____ | | |
| E-mail: | _____ | | |

Form EXP – 4.2(a) (cont.)
Specific Construction Experience (cont.)

Bidder's Legal Name: _____ Date: _____
 JV Party Legal Name: _____ Identification No.: _____
 Page _____ of _____ pages

| | |
|---|-------------|
| Similar Contract No. _____ of _____ required | Information |
| Description of the similarity in accordance with Sub-Factor 4.2(a) of Section XII: | |
| Amount | _____ |
| Physical size | _____ |
| Complexity | _____ |
| Methods/Technology | _____ |
| Other Characteristics | _____ |

Form EXP – 4.2(b)
Specific Construction Experience in Key Activities

Bidder's Legal Name: _____ Date: _____
 JV Party Legal Name: _____ Identification No.: _____
 Subcontractor's Legal Name (as per Section XII, Qualification Criteria 4.2(b): _____
 Page _____ of _____ pages

| | | | |
|---|-------------------------------------|--|--|
| | Information | | |
| Contract Identification | _____ | | |
| Award date | _____ | | |
| Completion date | _____ | | |
| Role in Contract | <input type="checkbox"/> Contractor | <input type="checkbox"/> Management Contractor | <input type="checkbox"/> Subcontractor |
| Total contract amount | _____ | | USD _____ |
| If party in a JV or subcontractor, specify participation of total contract amount | _____ % | _____ | USD _____ |
| Employer's Name: | _____ | | |
| Address: | _____ | | |
| Telephone/fax number: | _____ | | |
| E-mail: | _____ | | |

Production rates of the key construction activities described in Qualification Criteria, Experience (Table 2):

| Key Construction Activities | Year 1 (2015) | Year 2 (2016) | Year 3 (2017) | Etc. |
|-----------------------------|------------------|------------------|------------------|------|
| | | | | |
| | | | | |
| | | | | |
| | | | | |

Form EXP – 4.2 (b) (cont.)
Specific Construction Experience in Key Activities (cont.)

Bidder's Legal Name: _____ Page _____ of _____ pages

JV Party Legal Name: _____

Subcontractor's Legal Name (as per Section XII, Qualification Criteria 4.2(b)): _____

| | Information |
|--|-------------|
| Description of the key activities in accordance with Sub-Factor 4.2(b) of Section XII: | |
| | |
| | |
| | |
| | |
| | |

Form DSV – 5.1
Declaration of Site Visit
And
Understanding of the Works

The bid document (The Contract) for the _____ Project has been collected from the office _____ (The Employer) and _____ (The Contractor) has inspected the site.

The undersigned has visited and accepted the project nature to my satisfaction.

NOW THEREFORE, the undersigned hereby declare as follows:

I accept the scope of work and agree to execute the project having satisfied myself from the site visit and to be bound by the terms of the contract.

Name _____
Date _____
Signature _____
In the capacity of _____

Witness from EALG

Name _____
Date _____
Signature _____
In the capacity of _____

Environmental, Social, Health and Safety (ESHS) Cost Schedule

[This Cost Schedule should be inserted into the Bill of Quantities under the Bill "General Items". Amendments to the ESHS Specifications, if any, may require adjustment of the ESHS Cost Schedule].
[If the ESHS Specifications are not included in the Bidding Documents, this Cost Schedule should be deleted].

| Item N° | Description | ESHS Specifications Clause N° | Unit | Amount excluded VAT [specify currency] | VAT Amount |
|---------|---|--|----------|--|------------|
| ESHS 1 | Resources allocated to ESHS management | Clause 4 | Lump sum | | |
| ESHS 2 | Drafting and updating the ESHS documentation, reporting, inspections | Clauses 1, 2, 3, 5, 6, 7, 9 | Lump sum | <i>[Cost ESHS 1 should exclude all or part of the costs of those tasks]</i> | |
| ESHS 3 | Implementation of the Health and Safety Plan: Meetings, health care centre, medical check-ups, emergencies and evacuations, safety protective equipment, hygiene | Clauses 1, 9, 21 to 25, 27 to 35, 37, 38 | Lump sum | <i>[Cost ESHS 1 should exclude all or part of the costs of those tasks]</i> | |
| ESHS 4 | Accommodation, drinking water, meals and transportation of staff (*) (*): The Bidder shall detail the financial conditions of the supply of accommodation, meals and transport to its staff: <ul style="list-style-type: none"> - Accommodation - Meals - Transport | Clauses 36, 40, 41 | Lump sum | <i>[The cost for "Site mobilization" should exclude all or part of the costs of those tasks]</i> | |
| | | | Lump sum | | |
| | | | Lump sum | | |
| ESHS 5 | Training and local recruitment management costs | Clauses 8, 39 | Lump sum | <i>[Cost ESHS 1 should exclude all or part of the costs associated to those tasks]</i> | |
| ESHS 6 | Protection of adjacent areas, biodiversity, prevention of erosion and wastewater management | Clauses 10, 11, 12, 17, 18 | Lump sum | | |
| ESHS 7 | Traffic, noise and atmospheric emissions management, land take | Clauses 13, 14, 42, 43, 44 | Lump sum | | |
| ESHS 8 | Waste and hazardous products management | Clauses 15, 26 | Lump sum | | |

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| Item N° | Description | ESHS Specifications Clause N° | Unit | Amount excluded VAT [specify currency] | VAT Amount |
|----------------------------|--|-------------------------------|----------|---|------------|
| ESHS 9 | Vegetation clearing and Site rehabilitation | Clauses 16, 19, 20 | Lump sum | <i>[The cost for "Site mobilization" should exclude all or part of the costs associated to those tasks]</i> | |
| Total for Bill ESHS | | | | _____ | _____ |

ESHS costs are deemed to cover operations on all Sites (as defined in Clause 1.3 of ESHS Specifications).
 Interim payment certificates shall include the portion of each ESHS cost amounting to the percentage of the actual progress achieved in executing the ESHS measures in compliance with the ESHS Specifications and approved by the Engineer.

**Form CER:
 Quality Management / Environmental, Social, Health and Safety (ESHS) Certification**

Bidder's Name: *[insert full name]*
 Date: *[insert day, month, year]*
 JV Member's Name: *[insert full name]*
 IPC No. and title: *[insert IPC number and title]*
 Page *[insert page number]* of *[insert total number]* pages

Certification *[Quality / Environmental / Health and Security]*
[Delete as appropriate]

| DESCRIPTION | INFORMATIONS |
|--|--|
| Identification of the certificate: | _____ <i>[Insert full name of the certificate]</i> |
| Date of Issue: | _____ <i>[Insert day, month, year of first certificate award]</i> |
| Areas covered by the certificate: | _____ <i>[Insert activities and locations]</i> |
| Expiry Date: | _____ <i>[Insert day, month, year]</i> |
| Issuer's Name: | _____ <i>[Insert full name]</i> |
| Address: | _____ <i>[Insert street / number / town or city / country]</i> |
| Telephone/Fax numbers: | _____ <i>[Insert phone/fax numbers, including country and city area codes]</i> |
| Email: | _____ <i>[Insert email address, if available]</i> |
| Compliance with international standards: | The certificate is <i>[ISO 9001, ISO 14001, ISO 45001]</i> <i>[select as appropriate]</i> <input type="checkbox"/> Yes / <input type="checkbox"/> No |
| If no, proof of conformity with ISO standards by the Bidder: | The Bidder shall provide a conformity assessment of its certificate by an internationally recognized Accredited Certification Body. |

The Bidder shall fill this Form for each Certification required under criterion 5.1 of Section III, Evaluation and Qualification Criteria

**Form EXP-ESHS:
 Environmental, Social, Health and Safety (ESHS) Experience**

Bidder's Name: *[insert full name]*
 Date: *[insert day, month, year]*
 JV Member's Name: *[insert full name]*
 IPC No. and title: *[insert IPC number and title]*
 Page *[insert page number]* of *[insert total number]* pages

| Similar Contract No: <i>[insert number] of [insert number of similar contracts required]</i> | Information | | |
|--|--|--|--|
| Contract Identification: | _____ <i>[Insert contract name and number, if applicable]</i> | | |
| Short Project Description (main scope and key values of project): | _____ <i>[Insert short project description]</i> | | |
| Award Date: | _____ <i>[Insert day, month, year]</i> | | |
| Completion Date: | _____ <i>[Insert day, month, year]</i> | | |
| Role in contract: <i>[Check the appropriate box]</i> | <input type="checkbox"/> Prime Contractor | <input type="checkbox"/> Member in JV | <input type="checkbox"/> Management Contractor |
| Total Contract Amount: | _____ <i>[Insert total contract amount in local currency]</i> | _____ <i>[Insert total contract amount in US\$ equivalent]</i> | |
| If party in a JV or subcontractor, specify participation of Total Contract Amount: | _____ % <i>[Insert a percentage amount]</i> | _____ <i>[Insert total contract amount in local currency]</i> | _____ <i>[Insert total contract amount in US\$ equivalent]</i> |
| Employer's Name: | _____ <i>[Insert full name]</i> | | |
| Address: | _____ <i>[Insert street / number / town or city / country]</i> | | |
| Telephone/Fax numbers: | _____ <i>[Insert telephone / fax numbers, including country and city area codes]</i> | | |

| Similar Contract No: <i>[insert number] of [insert number of similar contracts required]</i> | Information |
|---|---|
| Email: | <hr/> <i>[Insert email address, if available]</i> |
| Description of the ESHS challenges and measures implemented under the contract: <ul style="list-style-type: none"> a) ESHS Challenge b) ESHS Risk Assessment Level c) ESHS implemented measures (as per criterion 5.3 of Section III - Evaluation and Qualification Criteria) d) ESHS Knowhow Transfer or ESHS Local Staff Capacity Building (as per criterion 5.4, if any, of Section III - Evaluation and Qualification Criteria) | <ul style="list-style-type: none"> <i>[Insert description]</i> <i>[Insert classification of risk assessment as per development bank classification if applicable]</i> <i>[Provide a document supporting the implementation of ESHS measures, acceptable to the Employer⁶]</i> <i>[Provide evidence of successful⁷:</i> <ul style="list-style-type: none"> <i>– ESHS knowhow transfer to local partners or subcontractors; or</i> <i>– ESHS capacity building to local staff under the contract.]</i> |

⁶ For example, ESHS activity reports, ESHS final reports, ESHS inspection reports, supervision Engineer's reports, etc. Only documents evidencing implementation of ESHS measures shall be accepted.

⁷ For example, ESHS activity reports presenting training activities, training materials with attendance sheets, etc. Only documents evidencing ESHS knowhow transfer or ESHS local staff capacity building shall be accepted.

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Form of Bid, Appendix to Bid and Bid Security

Form of Bid

Ethiopian Airlines Group
Design Build of Jinka, Shire, Robe, Kombolcha, Gode Nekemt & Dembidolo Airport Passengers Terminals &
Support Facility Buildings Project
Bidding Document

Name of Contract: Jinka, Shire, Robe, Kombolcha, Gode, Nekemt & Dembidolo Airport
Passengers Terminal Project

To: Ethiopian Airlines Group
Africa Avenue, Bole International Airport
Addis Ababa, Ethiopia
Tel.: +251 116 650462/+251 116 650582

Gentlemen:

1. In accordance with the Conditions of Contract, Specification, Drawings, and Bill of Quantities and Addenda Nos. [Insert Addenda Nos.] for the execution of the above-named Works we, the undersigned, offer to construct and install such Works and remedy any defects therein in conformity with the Conditions of Contract, Specifications, Drawings, Bill of Quantities, and Addenda for the sum of [insert amounts in numbers and words] [as specified in the Appendix to Bid or such other sums as may be ascertained in accordance with the conditions].
2. We acknowledge that the Appendix forms part of our Bid.
3. We undertake, if our Bid is accepted, to commence the Works as soon as is reasonably possible after the receipt of the Engineer's notice to commence but not later than the date specified in the Appendix to Bid, and to complete the whole of the Works comprised in the Contract within the time stated in the Appendix to Bid.
4. We agree to abide by this Bid until the date 120 days from date of bid submission specified in the Bidding Data and it shall remain binding upon us and may be accepted at any time before that date.
5. Unless and until a formal Agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding Contract between us.
6. We understand that you are not bound to accept the lowest or any bid you may receive.
7. We certify/confirm that we comply with the eligibility requirements as per ITB Clause 3 of the bidding documents.
8. Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to Contract execution if we are awarded the Contract, are listed below:

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Support Facility Buildings Project
Bidding Document

| Name and address of agent | Amount and currency | Purpose of commission or gratuity |
|------------------------------|------------------------|---|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

(if none, state “none”)

9. We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in bribery.

Dated this day of 20

Signature in the capacity of
Duly authorized to sign bids for and on behalf of

[In block capitals or typed]

Address:

Witness:
Address:

Occupation

Appendix to Tender/Bid

[Note: with the exception of the items for which the Employer's requirements have been inserted, the following information must be completed before the Tender is submitted]

| Description | Condition of Contract Sub-Clause | Additional Text |
|--|----------------------------------|---|
| Employer's name and address | 1.1.2.1 & 1.8 | Full Employer's name and address is as follows Ethiopian Airlines Group Africa Avenue, Bole International Airport Addis Ababa, Ethiopia Tel: +251 115 178164 |
| Contractor's name and address | 1.1.2.2 & 1.8 | (To be inserted later) |
| Name and address of the Employer's Representative | 1.1.2.3 & 1.8 | (To be notified later) |
| Time for Completion of the Works If Sub-Clause 13.15 does not apply: | 1.1.3.4 | 540 Calendar days for Design and construction period including 15 calendar days of mobilization. Warranty periods three (3) years after the ends of the Defects Liability Period (365 Calendar days of Defects Liability Period) |
| Law of the Contract | 1.4 | The Laws in the Federal Democratic Republic of Ethiopia |
| Ruling language | 1.4 | English |
| Language for communications | 1.4 | English |
| Electronic transmission systems | 1.8 | N/A |
| Amount of performance security | 4.2 | 10 (Ten) % of the contract Price. Conditional performance guarantee from insurance company is acceptable only for local contractors. |
| Limit of Subcontracting | 4.5 | Proposals for subcontracting elements of the Works such that the percentage of subcontracting shall be a maximum of 30% of the contract price. |
| Time for submission of program | 4.14 (new article) | Within 15 (Fifteen) days after commencement date |
| Normal working hours | 6.5 | As defined in the applicable labor law of the Federal Democratic Republic of Ethiopia |
| Commencement of Works | 8.1 | 15 days after the effective date (contract signing date) |

| | | |
|---------------------------------------|-----|--|
| Liquidated damages for the Works | 8.6 | 0.1% of the Contract price less the value of the completed sections already handed over to the Employer per day. |
| Limit of liquidated damages for delay | 8.6 | 10 (Ten) % of the contract Price |

| | | |
|------------------------------------|---------|---|
| The contract Price | 13.1(d) | Refer the payment schedule attached with this Appendix to Tender/Bid |
| Total amount of Advance Payment | 13.2 | <p>The amount of the advance payment shall be 20% of the total contract price.</p> <p>The following provisions shall apply to the advance payment and the advance payment security:</p> <p>An Advance Payment Security/guarantee shall be required. An advance payment shall be made within 15 days after the Effective Date. .</p> <p>The advance payment shall be recovered by deducting from subsequent payment due to the Contractor, starting from the first interim payment certificate. The amount of such deduction shall be 25% of the total works executed prior to any deduction provided that full amount of the advance payment shall be recovered upon 80% of the project completion.</p> |
| Start repayment of advance payment | 13.2(a) | Starting from the first interim payment |
| Repayment of advance payment | 13.2(b) | <p>25% (twenty-five) percent of the amount of monthly Interim Payment Certificates</p> <p>The advance payment shall be completely re-paid prior to the time when 80% of the Contract price has been certified for payment.</p> |
| Percentage of retention | 13.3 | <p>5 (Five) % of monthly interim payment certificate less VAT.</p> <p>Retention money may be replaced by unconditional Bank Guarantee of an equal amount.</p> |

Ethiopian Airlines Group, Design, Procurement and Execution of Jinka, Kombolcha, Shire, Robe, Gode, Nekemt & Dembidolo Airports

| | | |
|---|------|--|
| Limit of Retention Money | 13.3 | 5 (Five) % of the Contract Price less VAT which is specified at the time of contract agreement. |
| If Sub clause 13.5 applies: Plant and Materials for Payment when delivered to the Site | 13.5 | Material advance payment is not applicable for this contract. |
| Minimum amount of Interim payment Certificate | 13.6 | 5 (five)% of the contract amount |
| Rates of interest upon unpaid sums | 13.8 | At same rate National Bank of Ethiopia lending rate for payments in local currency. |
| Amount of third party insurance | 18.3 | 2 million Ethiopian Birr |
| Periods for submission of insurance: (a) Evidence of Insurance (b) Relevant Policy | 18.5 | (a) & (b) as soon as practicable after the respective insurances are taken out but in any case prior to the start of the work at site. |
| Number of members of Dispute review Expert | 20.3 | Not Applicable |
| The appointed person or administration in case of disagreement | 20.3 | • No adjudicator is to be appointed under this contract. |

Table D: Schedule of Named Specialist Sub contractors

| Item | Element of work | Approximate value | Name and address of subcontractor | Statement of similar works executed |
|------|-----------------|-------------------|-----------------------------------|-------------------------------------|
| | | | | |

a. The bidder shall enter in this schedule a list of the specialized works and approximate value of the work for which he proposes to use specialist subcontractors, together with the names and addresses of the proposed subcontractors.

Section 5. Eligible Countries

Procurement Reference Number:

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 is satisfied that such exclusion does not preclude effective competition for the provision of the works 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 procurement of works from that country or any payments to persons or entities in that country.

Section 6A. Schedule of Requirement

Section 6B. General work Item

Attached Separately

Section 7

Conditions of Contract for EPC/Turn-key projects

FIDIC FIRST EDITION 1999 SHALL BE APPLICABLE

Particular Conditions of Contract

Particular Conditions

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Particular Conditions

Particular Conditions

All sub-clause mentioned in this particular conditions are in conjunction with the general condition.

1. General Provisions

1.1.14. The words “Tender , and Tenderer” shall have the same meaning as “Bid and Bidder respectively”

Sub clause 1.4 law and language

Law of the contract shall be the law of the Federal Democratic Republic of Ethiopia

The ruling language shall be English language

The language of the communication shall be English

Sub clause 1.13 compliance with laws

Except that the contractor shall submit in good time the details of goods to the employer, who shall then promptly obtain all import permit or licenses required for these Goods. The employer shall also obtain or grant all contents including permit-to-work, way leaves and approvals required for the works.

Sub- clause 3.1 the employer’s representative

Insert at the end of sub-clause 3.1

The employer will appoint a Consulting Engineer to act on behalf of the Employer for the checking the design of the contractor’s the execution, supervision and administration of the contract. But the checking and approval of the Employer’s representative does not release the contractor from his responsibility for the correctness and completeness of the Design.

Sub- clause 4.2 Performance Security

The contract security amount shall be 10% of the contract amount and shall be valid until provision acceptance of the project is conducted. This shall be reduced to 5% and again be valid until final acceptance is conducted.

Safety and Security Sub-Clause 4.8

Regulations concerning entrance to and movement within the Employer's facility as well as all applicable safety and security rules and procedures have to be strictly observed by all workers, suppliers and other persons employed by the Contractor for whose action or omission will the Contractor be liable. The Employer reserves the right to eject any personnel or sub-contractor of the Contractor for non-observance of any safety and security rules and procedure of the Employer or any applicable authority.

At the commencement of the work on site, the contractor shall designate one of his senior staff who shall have knowledge of safety and security regulations on similar projects as safety officer. This safety officer shall ensure that all applicable safety rules and procedures shall be complied with and shall also promote safety and security at the site.

Contractors operation on site –sub-clause 4.23

The materials which shall be used by the contractor for the temporary fence of the works site shall be acceptable to the safety requirement.

Sub-clause 5.2 Contractor's documents

The technical documents required satisfying the regulatory approvals but not limited to:-

- Design
- Qualification information
- Technical specification
- Working method and

- Work program
- Each review period shall not exceed 21 days

Sub-clause 6.5 Working hours

Normal working hours shall be according to the labor law of Ethiopia

Sub-clause 6.8 Contractor's superintendence

Add at the end of sub-clause 6.8

The contractor may import any personnel who are necessary for the execution of the works. The contractor must ensure that these personnel are provided with required residence visas and work permit. The contractor shall be responsible for the return to the place where they were recruited or to their domicile of imported contractor's personnel. In the event of the death in the country of any of these personnel or members of their families, the contractor shall similarly be responsible for making the appropriate arrangements for their return or burial.

The contractor shall not give, barter or otherwise dispose of to any person or persons, any access or communication of any kind, or allow contractor's personnel to do so. The contractor shall respect the countries recognized festivals, days of rest and religious or other customs.

Sub-clause 7.8 Royalties

Add as item (c) the employer when requested by the contractor may assist in acquiring permission for disposal area but in no case the location and the distance of the disposal area affect the contract price.

Sub-clause 8.1 commencement, mobilization & completion

Time for completion of mobilization shall be **15 days**

Time for completion of works **540 calendar days**

Sub-clause 8.7 delay damages

In sub-clause 8.7 the sum referred to in the second sentence shall be **0.1% or 1/1000** of the contract price, as delay damages in respect of the works payable (per/day) in the

proportions of the contract price. For each section, such daily sum shall be **0.1% or 1/1000** of the final contract value of such section, payable (per/day) in the currency of the contract. The maximum amount of delay damage shall be **ten percent (10%)** of the contract price stated in the contract agreement.

Sub-clause 13.8 Adjustment for changes in costs

The contract is **not** subjected to price adjustment

Sub-clause 14.1 (b) the contract prices

Taxes and duties

The Employer has a duty free privilege and all imported items as long as they are imported in the name of the employer are going to be duty free. Therefore, contractors have to consider this tax exemption in their offer.

All imported materials for the works, which are not incorporated in or expended in connection with the works shall be exported on completion of the works by the contractor at its cost or if it fails to do so by the Employer at the contractors cost. If not exported, the goods will be assessed for duties as applicable to the goods involved in accordance with the laws of Ethiopia and the contractor shall be responsible for payment of such duties.

Expatriate (foreign) personnel of the contractor shall be liable to pay for income tax levied in Ethiopia on their earnings paid in any currency.

All taxes on income of any nature, that may be levied in accordance with the laws and regulations of Ethiopia on the contractor equipment, plant; materials and supplies (permanent, temporary & consumable) acquired for the purpose of the works and on the services performed under the works including but not limited to sub contract service shall be paid by the contractor. Nothing in the contract documents shall relieve the contractor from its responsibility to pay any tax that may be levied in Ethiopia on income obtained by the contractor in respect of the works.

The contractor's staff, personnel and labor for the works will be liable to pay personal income taxes in Ethiopia in respect of their salary and wages as are chargeable under the laws and regulations for the time being in force, and the contractor shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws and regulations.

Expatriate (foreign) personnel shall not be liable for income tax levied in the country on earnings paid in any foreign currency for income tax levied on subsistence, rentals, and similar services directly furnished by the contributor to contractor's personnel, or for allowance in lieu.

Sub-clause 14.2 Advance payment

Advance payment shall be 20% of the contract amount.

Sub-clause 14.4 schedule of payments

Modify

(a) The installments quoted in the schedule payments shall be the estimated contract values based on the cost break down in the contract for the purpose of sub paragraph (a) of sub-clause 14.3.

Sub-clause 14.9 payment of retention money

Add

Retention amount be 5% of the contract amount

If part of the retention money is to be released and substituted by an appropriate guarantee. The employer shall make payment of the outstanding balance of the retention money to the contractor if he obtains a guarantee provided by in a form a financial institute and conditions approved by the employer in amounts and currencies equal to the payment.

The guarantee shall be valid until the contractor has executed and completed the works and remedied any defects, as specified for the performance Security in sub-clause 4.2, and shall be returned to the contractor accordingly.

This release of retention shall be in lieu of the release of the second half of the retention money under the second paragraph of sub-clause 14.9

Sub clause 15.2 of the General Conditions of Contract

Under clause 15.2 (a) add “or Advance payment guarantee and insurance certificates “after “Performance Security”

Add the following as sub-clause 15.2 (g):

“Fails to perform the works strictly as per the terms and conditions of the contract documents or is in breach of its representations”

Add the following as a new paragraph before the last paragraph under sub clause 15.2.

“For the purpose of sub-clause 15.1, a fourteen days’ notice period shall be deemed to be reasonable”.

Sub-clause 17. (1) (b) of the General Conditions of Contract

Delete the phrase in bracket “(other than the works)”

Sub-clause 17.4 (a) of the General Conditions of Contract

Add “the duration of such extension to be determined by the Employer” in the first line after “Such delay”.

Sub-clause 18.1 of the General Conditions of Contract

In the 4th paragraph delete (ii).

Sub-clause 18.3 Insurance against injury to person and damage to property

Periods of submission of evidence of insurance and relevant policies shall be within the mobilization period.

The contractor shall be responsible for any third party damage and injury.

General requirements for Insurance

The contractor shall provide or cause to be provided certificates of insurance sufficiently covering workmen’s compensation, third party liability and liability for

damages or destruction of the works and buildings, property until issuance of Final Acceptance Certificate by the Employer.

The contractor shall cause the Employer to be named as additional assured under the contractor's liability insurance

The contract shall produce the insurance certificates within thirty days after signing of the Agreement and as a precondition condition for effecting any payment to it by the Employer.

The insurance shall be

- From an insurer with terms and conditions acceptable to the Employer.
- Valid for the period of the works until Final Acceptance Certificate.
- Be primary insurance and that other insurances, if any shall be secondary

The minimum insurance cover and deductibles shall be:

- (a) The minimum cover for insurance of the Works, Plant and Materials is **110%** of the contract value.
- (b) No deductible for insurance of the Works, Plant and Materials.
- (c) The minimum cover for insurance of Equipment is **100%** of the contract value.
- (d) No deductible for insurance of Equipment.
- (e) The maximum cover for insurance of property is **USD 5 million**.
- (f) No deductible for insurance of property.
- (g) The minimum cover for personal injury or death insurance is **USD 10,000.00** **per person to an aggregate of USD 1 million** with no deductible

The risk of loss and damage to the works shall be transferred to the Employer upon Final Acceptance.

Sub-clause 20.2

- No adjudicator is to be appointed under this contact.

New clause

ESHS Specifications are applicable

"ESHS Specifications" means the document entitled environmental, social, health and safety specifications, as included in the Specification, and any additions and modifications to it in accordance with the Contract. Such document specifies the environmental, social, health and safety obligations of the Contractor.

"Project Area" has the meaning defined in the ESHS Specifications.

"Worksite – ESMP" stands for Worksite Environmental and Social Management Plan, and has the meaning defined in the ESHS Specifications.

"EPP" stands for Environmental Protection Plan, and has the meaning defined in the ESHS Specifications.

ESHS sub clauses:

| | | |
|--------------------------------------|------|--|
| Safety Procedures | 4.8 | <i>Add the following at the end of the Sub-Clause:</i> "These provisions are complemented by those listed under the ESHS Specifications which the Contractor must ensure full compliance with." |
| Protection of the Environment | 4.18 | <i>Add the following after the last paragraph:</i> "These provisions are complemented by those listed under the ESHS Specifications which the Contractor must ensure full compliance with." |
| Progress Reports | 4.21 | <i>Add the following new item at the end of the Sub-Clause:</i> "(i) matters requested under the ESHS Specifications." |

| | | |
|------------------------------|------|---|
| Health and Safety | 6.7 | <i>Add the following at the end of the Sub-Clause:</i> "These provisions are complemented by those listed under the ESHS Specifications which the Contractor must ensure full compliance with." |
| Commencement of Works | 8.1 | <i>Add the following at the end of the Sub-Clause:</i> "As defined in the ESHS Specifications (if any), no physical work may commence on any Project Area until such time the Contractor has prepared and submitted to the Engineer the Worksite - ESMP, and the annexed EPP corresponding to a Project Area, and the Engineer has approved those." |
| Suspension of Work | 8.8 | <i>Add the following after the last sentence of the Sub-Clause:</i> "As an example, and without limitation to other possible causes, any suspension of work caused by any failure from the Contractor to comply with the obligations stated: <ul style="list-style-type: none"> – under the ESHS Specifications (if any), in the event of a level 3 non-compliance; – under Sub-Clause 4.8 as to safety procedures; – under Sub-Clause 4.9 as to the quality assurance; – under Sub-Clause 4.18 as to the protection of the environment; or – under Sub-Clause 6.7 as to health and safety; shall be considered as cause of suspension which is the responsibility of the Contractor." |
| Timing of Payments | 14.7 | <i>Add the following sentence at the end of the Sub-Clause:</i> "The payment period defined in 14.7 can be suspended for reasons defined in the Contract, in particular in the event of an unresolved level 3 non-compliance specified in the ESHS Specifications if any. Such suspension shall not entitle the Contractor to any additional payment under Sub-Clause 14.8 [Delayed Payment] or otherwise" |

| | | |
|--------------------------------|------|---|
| Termination by Employer | 15.2 | <i>Add the following, after item (f) in the first paragraph:</i> "(g) Substantially fails to comply with the ESHS Specifications." |
|--------------------------------|------|---|

Section 9 Contract Forms

Contract Agreement

This Agreement, made the [day] day of [month], [year] between [name and address of Employer] (hereinafter called **{the Employer}**) of the one part and [name and address of Contractor] (hereinafter called **“the Contractor”**) of the other part.

Whereas the Employer desires that the Works known as **Design –build of Jinka, Kombolcha, Shire, Robe, Gode, Nekemt & Dembidolo Airports at Ethiopia** (herein after referred as **the work**) should be designed and executed by the Contractor, and has accepted a tender by a contractor for design, execution and completion of the Works and the remedying of any defects therein,

The Employer and the Contractor agree as follows:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the **FIDIC – Conditions of Contract for EPC/Turnkey Projects First Edition 1999** hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement
 - a) The memoranda annexed hereto (which includes a breakdown of Contract price)
 - (b) The Letter of Acceptance dated _____
 - (c) The Addenda No. -----
 - (d) The Conditions of contract
 - (e) The Specifications
 - (f) The drawings
 - (g) The Employer’s Requirements
 - (h) The Contractor’s Tender dated. _____
 - (i) The Statement of Integrity duly signed
3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor here by covenants with the Employer to design, procure, execute and commissioning the works and remedy any defects therein to render them for purpose in conformity with the provisions of the contract.
4. The Employer hereby covenants to pay the Contractor, in consideration of the design, procure, execute and commissioning of the works 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.

In witness where of the parties thereto have caused this Agreement to be executed the day and year first before written in accordance with their respective laws,

SIGNED by _____
For and on behalf of the Employer in the
Presence of
Witness _____
Name _____
Address _____
Date _____

SIGNED by _____
for and on behalf of the Contractor in the
presence of
Witness _____
Name _____
Address _____
Date _____

Annex A

Form: Advance Bank Guarantee for Advance Payment (Unconditional)

To [name and address of Employer]

[Name of contract]

Gentlemen:

In accordance with the provisions of the General Conditions of Contract, Clause 51 (“Advance Payment”) of the above-mentioned Contract, [name and address of contractor] (hereinafter called “the Contractor”) has deposited with [name of Employer] a Bank Guarantee to guarantee his proper and faithful performance under the said Clause of the Contract in an amount of [amount of Guarantee] [amount in words]

We, the Bank, as instructed by the Contractor, agree unconditionally and irrevocably to guarantee as primary obligator and not as Surety merely, the payment to [name of Employer] on his first demand without whatsoever right of objection on our part and without his first claim to the Contractor, in the amount not exceeding [amount of guarantee] [amount in words].

We further agree that no change or addition to or other modification of the terms of the Contract or of works to be performed there under or of any of the Contract documents which may be made between [name of Employer] and the Contractor, shall in any way release us from any liability under this Guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment under the Contract until [name of Employer] receives full repayment of the same amount from the Contractor, which repayment shall be evidenced by a written confirmation from the Employer to us.

Yours truly,

Signature and seal _____

Name of Bank/Financial Institution _____

Address _____

Date _____

Annex B

Form: Performance Bank Guarantee (Unconditional)

To: To [name and address of Employer]

[Name of contract]

Gentlemen:

Whereas [name and address of _____] (hereinafter called “the _____” has undertaken, in pursuance of Contract No. [Number] dated [date] to _____ [name of Contract] (hereinafter called “the Contract” :

And whereas it has been stipulated by you in the said Contract that the _____ shall furnish you with a Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract:

And whereas we have agreed to give the _____ such a Guarantee:

Now therefore, we hereby affirm that we are the Guarantor and responsible to you, on behalf of the _____ up to a total of [amount of Guarantee] [amount in words], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of [amount of guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the _____ before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract to be performed there under, which may be made between you and the _____ shall in any way release us from any liability under this Guarantee, and we hereby waive notice of any such change, addition, or modification.

This Guarantee shall be valid until _____.

Signature and seal of the Guarantor _____

Name _____

Address _____

Date _____