



SECTION I

INVITATION TO TENDER

Tender reference No. AWF/ET/12/8

Dated Friday 9th December, 2022.

Tender Name: CONSTRUCTION OF A CANINE FACILITY AT BOLE INTERNATIONAL AIRPORT, ADDIS ABABA-ETHIOPIA.

- 1.1 The African Wildlife Foundation (AWF) is working with the Ethiopian Wildlife Conservation Authority (EWCA) To counter illegal wildlife trafficking in Ethiopia. Ethiopia is identified both as a source and a key transit hub, particularly Bole International Airport (BIA), for illegal wildlife products and live animals. One component of the project is to deploy detection dogs and there is a need to construct canine facilities at Bole international airport. This project is supported by the Elephant crisis fund (ECF) under the agreement with the EWCA "*Canine for conservation program in Ethiopia.*" To this end, AWF is issuing this invitation to bid for the construction of canine facility in which construction having 3 blocks at 1000m² plot land that has been found at Bole international airport in Addis Ababa, Ethiopia.
- 1.2 Bidding will be conducted in accordance with the open tender procedure contained in the Public Procurement and Property Administration Proclamation of the Government of the Federal Democratic Republic of Ethiopia. A full application must be received by **5pm (11 Ethiopian time) on Tuesday 20th December, 2022.**

NOTE: Copies of the design and bill of quantities which are annexed are also available at the AWF Office located at the EWCA office, ADDIS ABABA.

The full application comprises two parts:

- I. Qualification documents and
- II. Financial bids

- 1.3 Prices quoted should be inclusive of all taxes, must be in Ethiopian Birr and shall remain valid for 60 days from the closing date of tender.
- 1.4 The respective documents should be submitted separately in individual envelopes to the AWF office at Ethiopian wildlife conservation authority head office Addis Ababa around Senga-tera, Yobek commercial center at 11th floor, office number 1109 marked with Tender name and reference number to be received on or before 5pm (11 Ethiopia time) on Tuesday 20th December 2022. Softy copies of the whole tender must be sent on email to SimienProcurement@awf.org copying TKassa@awf.org .

1.5

The qualification documents include:

- I. Copies of Certificates of Registration, Business License, Trade License, VAT, TIN;
- II. Grade 3 and above contractors
- III. Total monetary value of construction work performed for each of the last five years;
- IV. Experience in completed works of a similar nature and size for each of the last five years. clients who may be contacted for further information on these contracts;
- V. Major items of construction equipment owned;
- VI. Qualifications and experience of key site management and technical personnel proposed for the Contract;
- VII. Reports on the financial standing of the Tenderer, such as profit and loss statements and accountant's or auditor's reports;
- VIII. Permission to seek references from the Tenderer's bankers.
- IX. Proposed Construction workplan
- X. Availability of the company to undertake the construction project (Start date and completion date).

The financial bids will include:

- I. Fully priced Bill of quantities as per Annex.

1.6

Bid analysis:

All bids received by the deadline above will be analyzed by the AWF team.

SECTION II

INSTRUCTIONS TO TENDERERS.

1. General

- 1.1 The Tenderer shall bear all costs associated with the preparation and submission of his tender, and AWF will in no case be responsible or liable for those costs.
- 1.2 The Tenderer is not encouraged to visit and examine the Site of the Works and its surroundings, as the site is both restricted for visit and clearly known to obtain all information that may be necessary for preparing the tender and entering into a contract for construction of the Works. AWF and the consultant are willing to give required information for preparing this tender document if we are asked.
- 1.3 AWF's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.

2. Tender Documents

- 2.1 The complete set of tender documents comprises the documents listed here below and any addenda issued in accordance with clause 2.4 here below: -
 - (a) These instructions to Tenderers
 - (b) Specifications
 - (c) Drawings
 - (d) Bills of Quantities
- 2.2 The Tenderer shall examine all instructions and specifications in the tender documents. Failure to furnish all information required by the tender documents may result in rejection of his/her tender.
- 2.3 A prospective Tenderer making inquiries of the tendering documents may notify AWF in writing or by email at the address indicated in the letter of invitation to tender. AWF will respond to any request for clarification received earlier than two [2] days prior to the deadline for submission of tenders. Copies of AWF's response will be forwarded to all persons issued with tendering documents, including a description of the inquiry, but without identifying its source.
- 2.4 Before the deadline for submission of tenders, AWF may modify the tendering documents by issuing addenda. Any addendum thus issued shall be part of the tendering documents and shall be communicated in writing to all Tenderers. Prospective Tenderers shall acknowledge receipt of each addendum in writing to AWF.

- 2.5 To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their tenders, AWF shall extend, as necessary, the deadline for submission of tenders in accordance with clause 4.2 here below.

3. Preparation of Tenders

- 3.1 All documents relating to the tender and any correspondence shall be in English Language.
- 3.2 The tender submitted by the Tenderer shall comprise the following: -
- (a) The Tender;
 - (b) The qualification documents requested for;
 - (c) Priced Bill of Quantities
 - (d) Any other materials required to be completed and submitted by Tenderers.
- 3.3 The Tenderer shall fill in rates and prices for all items of the Works described in the Bill of Quantities/Schedule of Rates. Items for which no rate or price is entered by the Tenderer will not be paid for when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities/Schedule of Rates.
- 3.4 The rates and prices quoted by the Tenderer shall not be subject to any adjustment during the performance of the Contract.
- 3.5 The unit rates and prices shall be in Ethiopian Birr.
- 3.6 Tenders shall remain valid for a period of sixty (60) days from the date of submission. However, in exceptional circumstances, AWF may request that the Tenderers extend the period of validity for a specified additional period. The request and the Tenderers' responses shall be made in writing.
- 3.7 The Tenderer shall prepare one original of the documents comprising the tender documents as described in these Instructions to Tenderers.
- 3.8 The original 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 Tenderer. All pages of the tender where alterations or additions have been made shall be initialed by the person or persons signing the tender.
- 3.9 Clarification of tenders shall be requested by the tenderer to be received by AWF not later than 1 days prior to the deadline for submission of tenders.

- 3.10 AWF shall reply to any clarifications sought by the tenderer within 1 days of receiving the request to enable the tenderer to make timely submission of its tender.

4. Submission of Tenders

- 4.1 The tender duly filled and; -
- (a) Be addressed to AWF at the address provided in the invitation to tender;
 - (b) Bear the name and identification number of the Contract as defined in the invitation to tender; and
- 4.2 Tenders shall be delivered to AWF at the address specified above not later than the time and date specified in the invitation to tender.
- 4.3 The tenderer shall not submit any alternative offers unless they are specifically required in the tender documents.
- Only one tender may be submitted by each tenderer. Any tenderer who fails to comply with this requirement will be disqualified.
- 4.4 Any tender received after the deadline for receiving tenders will not be considered during bid analysis.
- 4.5 AWF may extend the deadline for submission of tenders by issuing an amendment in accordance with sub-clause 2.5 in which case all rights and obligations of AWF and the Tenderers previously subject to the original deadline will then be subject to the new deadline.

5. Tender Evaluation

- 5.1 The tenders will be analyzed by AWF team comprising responsible staffs.
- 5.2 Any effort by a Tenderer to influence AWF's officials, processing of tenders or award decisions may result in the rejection of his tender.
- 5.3 Tenders determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows:
- (a) where there is a discrepancy between the amount in figures and the amount in words, the amount in words will prevail; and
 - (b) where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will prevail, unless in the opinion of AWF's representative, there is an obvious typographical error, in which case the adjustment will be made to the entry containing that error.

- (c) In the event of a discrepancy between the tender amount as stated in the Form of Tender and the corrected tender figure in the main summary of the Bill of Quantities/Quotation, the amount as stated in the Form of Tender shall prevail.
 - (d) The Error Correction Factor shall be computed by expressing the difference between the tender amount and the corrected tender sum as a percentage of the Corrected Builder's Work (i.e. corrected tender sum less P.C. and Provisional Sums).
 - (e) The Error Correction Factor shall be applied to all Builder's Work (as a rebate or addition as the case may be) for the purposes of valuations for Interim Certificates and valuation of variations.
 - (f) The amount stated in the tender will be adjusted in accordance with the above procedure for the correction of errors and with concurrence of the Tenderer, shall be considered as binding upon the Tenderer. If the Tenderer does not accept the corrected amount, the tender may be rejected and the Tender Security forfeited.
- 5.4 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)
- 5.5 Where contract price variation is allowed, the valuation shall not exceed 15% of the original contract price.
- 5.6 Price variation requests shall be processed by AWF within 3 days of receiving the request.
- 5.7 Preference where allowed in the evaluation of tenders shall not exceed 15%
- 5.8 To assist in the examination, evaluation, and comparison of tenders, AWF at his discretion, may request [in writing] any Tenderer for clarification of the tender, including breakdowns of unit rates. The request for clarification and the response shall be in writing but no change in the tender price or substance of the tender shall be sought, offered or permitted.
- 5.9 The Tenderer shall not influence AWF on any matter relating to his tender from the time of the tender submission to the time the Contract is awarded. Any effort by the Tenderer to influence AWF or his employees in his decision on tender evaluation, tender comparison or Contract award may result in the rejection of the tender.

6. Award of Contract

- 6.1 The award of the Contract will be made to the Tenderer who has offered the lowest evaluated tender points.

- 6.2 Notwithstanding the provisions of clause 6.1 above, AWF reserves the right to accept or reject any tender and to cancel the tendering process and reject all tenders at any time prior to the award of Contract without thereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers of the grounds for the action.
- 6.3 The Tenderer whose tender has been accepted will be notified of the award prior to expiration of the tender validity period in writing. This notification (hereinafter and in all Contract, documents called the "Letter of Acceptance") will state the sum [hereinafter and in all Contract, documents called the "Contract Price" which AWF will pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract. The contract shall be formed on the parties signing the contract. At the same time the other tenderers shall be informed that their tenders have not been successful.
- 6.4 The Contract Agreement will incorporate all agreements between AWF and the successful Tenderer. It will be signed by AWF and sent to the successful Tenderer, within 3 days following the notification of award. Within 3 days of receipt, the successful Tenderer will sign the Agreement and return it to AWF.
- 6.5 The parties to the contract shall have it signed within 3 days from the date of notification of contract award unless there is an administrative review request.
- 6.6 AWF may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 6.7 AWF shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

7. Corrupt and fraudulent practices

- 7.1 AWF requires that the tenderer observes the highest standard of ethics during the procurement process and execution of the contract.
- 7.2 AWF will reject a tender if it determines that the tenderer recommended for award has engaged in corrupt and fraudulent practices in competing for the contract in question.
- 7.3 Further a tenderer who is found to have indulged in corrupt and fraudulent practices risks being debarred from participating in any procurement with AWF.

SECTION III

CONDITIONS OF CONTRACT

8. AWF's Representative's Decisions

8.1 Except where otherwise specifically stated, AWF's Representative will decide contractual matters between AWF and the Contractor in the role representing AWF.

Works, Language and Law of Contract

8.2 The Contractor shall construct and install the Works in accordance with the Contract documents. The Works may commence on the Start Date and shall be carried out in accordance with the Program submitted by the Contractor, as updated with the approval of AWF's Representative, and complete them by the Intended Completion Date.

8.3 The ruling language of the Contract shall be English language and the law governing the Contract shall be the law of the Republic of Ethiopia.

9 Work Program and Sub-contracting

9.1 Within two days 2 Site possession date, the Contractor shall submit to AWF's Representative for approval a program showing the general methods, arrangements, order and timing for all the activities in the Works.

9.2 The Contractor may sub-contract the Works (but only to a maximum of 25 percent of the Contract Price) with the approval of AWF's Representative. However, he shall not assign the Contract without the approval of AWF in writing. Sub-contracting shall not alter the Contractor's obligations.

10 The site

10.1 AWF shall give possession of all parts of the Site to the Contractor.

10.2 The Contractor shall allow AWF's Representative and any other person authorized by AWF's Representative, access to the Site and to any place where work in connection with the Contract is being carried out or is intended to be carried out.

11 Instructions

11.1 The Contractor shall carry out all instructions of AWF's Representative which are in accordance with the Contract.

12 Extension of Completion Date

12.1 AWF's Representative shall extend the Completion Date if an occurrence arises which makes it impossible for completion to be achieved by the Intended Completion Date. AWF's Representative shall decide whether and by how much to extend the Completion Date.

12.2 For the purposes of this clause, the following occurrences shall be valid for consideration;

Delay by: -

- (a) force majeure, or
- (b) reason of any exceptionally adverse weather conditions, or
- (c) reason of civil commotion, strike or lockout affecting any of the trades employed upon the Works or any of the trades engaged in the preparation, manufacture or transportation of any of the goods or materials required for the Works, or
- (d) reason of AWF's Representative's instructions issued under these Conditions, or
- (e) reason of the contractor not having received in due time necessary instructions, drawings, details or levels from AWF's Representative for which he specifically applied in writing on a date which having regard to the date for Completion stated in the appendix to these Conditions or to any extension of time then fixed under this clause was neither unreasonably distant from nor unreasonably close to the date on which it was necessary for him to receive the same, or
- (f) delay on the part of artists, tradesmen or others engaged by AWF in executing work not forming part of this Contract, or
- (g) reason of delay by statutory or other services providers or similar bodies engaged directly by AWF, or
- (h) reason of opening up for inspection of any Work covered up or of the testing or any of the Work, materials or goods in accordance with these conditions unless the inspection or test showed that the Work, materials or goods were not in accordance with this Contract, or
- (i) reason of delay in appointing a replacement AWF's Representative, or
- (j) reason of delay caused by the late supply of goods or materials or in executing Work for which AWF or his agents are contractually obliged to supply or to execute as the case may be, or
- (k) delay in receiving possession of or access to the Site.

13 Management Meetings

- 13.1 A Contract management meeting shall be held regularly and attended by AWF's Representative and the Contractor. Its business shall be to review the plans for the remaining Work. AWF's Representative shall record the business of management meetings and provide copies of the record to those attending the meeting and AWF. The responsibility of the parties for actions to be taken shall be decided by AWF's Representative either at the management meeting or after the management meeting and stated in writing to all who attend the meeting.
- 13.2 Communication between parties shall be effective only when in writing.

14 Defects

- 14.1 AWF's Representative shall inspect the Contractor's work and notify the Contractor of any defects that are found. Such inspection shall not affect the Contractor's responsibilities. AWF's Representative may instruct the Contractor to search for a defect and to uncover and test any Work that AWF's Representative considers may have a defect. Should the defect be found, the cost of uncovering and making good shall be borne by the Contractor? However, if there is no defect found, the cost of uncovering and making good shall be treated as a variation and added to the Contract Price.
- 14.2 AWF's Representative shall give notice to the Contractor of any defects before the end of the Defects Liability Period, which begins at Completion, and is defined in the Appendix to Conditions of Contract.
- 14.3 Every time notice of a defect is given, the Contractor shall correct the notified defect within the length of time specified by AWF's Representative's notice. If the Contractor has not corrected a defect within the time specified in AWF's Representative's notice, AWF's Representative will assess the cost of having the defect corrected by other parties and such cost shall be treated as a variation and be deducted from the Contract Price.

15 Bills of Quantities

- 15.1 The Bills of Quantities/Schedule of Rates shall contain items for the construction, installation, testing and commissioning of the Work to be done by the Contractor. The Contractor will be paid for the quantity of the Work done at the rates in the Bills of Quantities. Items against which no rate is

entered by the Tenderer will not be paid for when executed and shall be deemed covered by the rates for other items in the Bills of Quantities.

- 15.2 Where Bills of Quantities do not form part of the Contract, the Contract Price shall be a lump sum (which shall be deemed to have been based on the rates in the Schedule of Rates forming part of the tender) and shall be subject to re-measurement after each stage.

16 Bid Bond

- 16.1 The bidder shall submit CPO in separate envelope for guarantying the bidding process. The amount of CPO for the bidding process shall be 5% of the total value of the bid price.
- 16.2 The bid winner shall present and sign the contract agreement within 3 days of awarding the canine facility construction. The winner shall bring CPO or bank/insurance guarantee from reputable banks/insurance which is equivalent to 10% of the total price for signing the contract. The previous CPO will be returned to the bidder after signing the contract agreement.

17 Evaluation criteria for winning the bid

- 17.1 A bidder scores highest point shall win the bid. The award of the contract shall remain the right of the organization.

SECTION IV

Bids received will be evaluated using the following criteria:

1/ Mandatory Requirements

Copies of:

- i. Certificates of Registration,
- ii. Business License,
- iii. Trade License,
- iv. VAT certificate ,
- v. TIN, other relevant documents,
- vi. Renewed trade license for 2015 EC

2/ Technical Requirements Minimum requirement

- i. Level of the contractors from 1st to 3rd.
- ii. Construction period: 3-5 Months

3/ Financial Evaluation

- Bidder who meets mandatory and technical requirement evaluated for price. The winner bidder for the tender will be based on least price Bill of quantities (Confirmation of Bid sum, Comparison against the consultants estimates and checking of Arithmetic Errors)

SECTION V

SPECIFICATIONS, DRAWINGS AND BILLS OF QUANTITIES

I. SPECIFICATIONS

The overall specifications for the facility are as follows:

Number of Blocks	3: Block#1 =Handlers house, Block#2= Office dog and store, Block#3 = The dog kennels)
Plot area	1000M ²

II. DRAWINGS are annexed

III. BILL OF QUANTITIES is annexed