

**TENDER NO. AWF/011/2020**

**SUPPLY AND DELIVERY OF SOLAR EQUIPMENT IN RANGER OUTPOSTS  
SIMIEN MOUNTAINS NATIONAL PARK**

**DATE OF NOTICE: FRIDAY, 27<sup>TH</sup>, MARCH 2020**

**CLOSING DATE: WEDNESDAY, 15<sup>ST</sup> APRIL 2020 AT 5:00 PM**

**Notes:**

- 1. All bidders must note that AWF communicates only in writing to all interested bidders during the entire tendering process.**

**Page 1 SECTION I – INVITATION TO TENDER**

**TENDER NAME: TENDER FOR SUPPLY AND DELIVERY OF SOLAR  
EQUIPMENT AT AFRICAN WILDLIFE FOUNDATION SIMIEN MOUNTAINS  
LANDSCAPE PROJECT OFFICE, P.O. BOX 1 DEBARK, ETHIOPIA**

**TENDER REF NO: AWF/010/2020**

**DATE: Tuesday, 14<sup>th</sup> January, 2020**

- 1.1 African Wildlife Foundation (AWF) invites sealed bids from all interested candidates for supply and delivery of solar equipment for twenty ranger outposts in Simien Mountains National park in A W F Simien Mountains Landscape Project Office, P.O. Box 1 Debarq, Ethiopia during normal working hours.
- 1.2 Interested eligible candidates may obtain further information from and inspect the tender documents at **AWF Simien Mountains Landscape Project Office, P.O. Box 1 Debarq, Ethiopia** during normal office working hours (8.00am-1.00pm, 2.00pm – 5.00pm). Bidders may also view and download the [bidding document](#) from AWF website and immediately forward their particulars for records and for the purposes of receiving any further tender clarifications and/or addendums to: [SimienProcurement@awf.org](mailto:SimienProcurement@awf.org)
- 1.3 A complete set of tender documents may be obtained by interested candidates upon payment of a non-refundable fee of three hundred and fifteen Ethiopian Birr (**ETB 315.00**) in cash or bankers cheque payable to African Wildlife Foundation. Bidders who download the tender document will not be required to pay.
- 1.4 Prices quoted should be net inclusive of all taxes and delivery costs, must be expressed in Ethiopian Birr or and shall remain valid for a period of 90 days from the Closing date of the tender.
- 1.5 Completed tender documents are to be enclosed in plain sealed envelopes marked with tender reference number and be deposited in the Tender Box on **AWF Office located in North Gondar, Debarq town at EWCA-Simien mountain national park compound Through P.O. Box. 1, Debarq, Ethiopia or Through DHL Gondar, Ethiopia addressed to:**

**African Wildlife Foundation P.O. Box. 1, Debarq, Ethiopia,**

**Attention: Tilahun Endalew,**

So as to be received on or before **April 12<sup>th</sup>, 2020 at 5:00 pm.**

- 1.6 Tenders will be opened at **9:00 am on April 16<sup>th</sup>, 2020** in the presence of the Candidates or their representatives who choose to attend at **AWF Office located in North Gondar, Debarq town at EWCA-Simien mountain national park compound.**

## **SECTION II - INSTRUCTIONS TO TENDERERS**

<b>Table of Clauses</b>		
		Page
2.1	Eligible tenderers.....	5
2.2	Eligible goods.....	5
2.3	Cost of tendering.....	5
2.4	Contents of Tender document.....	5
2.5	Clarification of documents.....	6
2.6	Amendment of documents.....	6
2.7	Language of tender.....	7

2.8	Documents comprising the tender.....	7
2.9	Tender forms.....	7
2.10	Tender prices.....	7
2.11	Tender currencies.....	7
2.12	Tenderers eligibility and qualifications.....	8
2.13	Goods' eligibility and conformity to tender documents.....	8
2.14	Tender security.....	9
2.15	Validity of tenders.....	10
2.16	Format and signing of tenders.....	10
2.17	Sealing and marking of tenders.....	10
2.18	Deadline for submission of tender .....	11
2.19	Modification and withdrawal of tenders.....	11
2.20	Opening of tenders.....	11
2.21	Clarification of tenders.....	12
2.22	Preliminary examination.....	12
2.23	Conversion to single currency.....	12
2.24	Evaluation and comparison of tenders.....	13
2.25	Contacting AWF.....	13
2.26	Award of contract.....	13
(a)	Post qualification.....	13
(b)	Award criteria.....	13
(c)	AWF's right to vary quantities....	14
(d)	AWF's right to accept or reject any or all tenders .....	14
2.27	Notification of award.....	14
2.28	Signing of contract.....	14
2.29	Performance security.....	14
2.30	Corrupt or fraudulent practices.....	15

## **SECTION II - INSTRUCTIONS TO TENDERERS**

### **2.1 Eligible Tenderers**

2.1.1 This Invitation for Tenders is open to all tenderers eligible as described in the Invitation to Tender. Successful tenderers shall complete the supply of goods by the intended completion date specified in the Schedule of Requirements Section VI.

2.1.2 AWF's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.

2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by AWF to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods under this Invitation for tenders.

2.1.4 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

## 2.2 Eligible Goods

2.2.1 All goods to be supplied under the contract shall have their origin in eligible source countries.

2.2.2 For purposes of this clause, “origin” means the place where the goods are mined, grown, or produced. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially- recognized product results that is substantially different in basic characteristics or in purpose or utility from its components

2.2.3 The origin of goods is distinct from the nationality of the tenderer.

## 2.3 Cost of Tendering

2.3.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, AWF, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

2.3.2 The price to be charged for the tender document shall not exceed ETB 315.00

2.3.3 All firms found capable of performing the contract satisfactorily in accordance with the set prequalification criteria shall be pre-qualified.

## 2.1.1 2.4. The Tender Document

2.4.1 The tender document comprises the documents listed below and addenda issued in accordance with clause 2.6 of these instructions to Tenderers

- (i) Invitation to Tender
- (ii) Instructions to tenderers
- (iii) General Conditions of Contract
- (iv) Special Conditions of Contract
- (v) Schedule of requirements
- (vi) Technical Specifications
- (vii) Tender Form and Price Schedules
- (viii) Tender Security Form
- (ix) Contract Form
- (x) Performance Security Form
- (xi) Bank Guarantee for Advance Payment Form
- (xii) Confidential Business Questionnaire

2.4.2 The Tenderer is expected to examine all instructions, forms, terms, and specifications in the tender documents. Failure to furnish all information required by the tender documents or to submit a tender not substantially responsive to the tender documents in every respect will be at the tenderers risk and may result in the rejection of its tender.

## **2.5 Clarification of Documents**

- 2.5.1 A prospective tenderer requiring any clarification of the tender document may notify AWF in writing or by post at the entity's address indicated in the Invitation to Tender. AWF will respond in writing to any request for clarification of the tender documents, which it receives not later than seven (7) days prior to the deadline for the submission of tenders, prescribed by AWF. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers that have received the tender document.
- 2.5.2 AWF shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.

## **2.6 Amendment of Documents**

- 2.6.1 At any time prior to the deadline for submission of tenders, AWF, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by amendment.
- 2.6.2 All prospective candidates that have received the tender documents will be notified of the amendment in writing or by post and will be binding on them.
- 2.5.1 2.6.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, AWF, at its discretion, may extend the deadline for the submission of tenders.

## **2.7 Language of Tender**

- 2.7.1 The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchange by the tenderer AWF, shall be written in English language, provided that any printed literature furnished by the tenderer may be written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

## **2.8 Documents Comprising of Tender**

- 2.8.1 The tender prepared by the tenderers shall comprise the following components
- (a) a Tender Form and a Price Schedule completed in accordance with paragraph 2.9, 2.10 and 2.11 below
  - (b) documentary evidence established in accordance with paragraph 2.1 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
  - (c) documentary evidence established in accordance with paragraph

2.2 that the goods and ancillary services to be supplied by the tenderer are eligible goods and services and conform to the tender documents; and

(d) tender security furnished in accordance with paragraph 2.14

## 2.9 **Tender Forms**

2.9.1 The tenderer shall complete the Tender Form and the appropriate Price Schedule furnished in the tender documents, indicating the goods to be supplied, a brief description of the goods, their country of origin, quantity, and prices.

## 2.10 **Tender Prices**

2.10.1 The tenderer shall indicate on the appropriate Price Schedule the unit prices and total tender price of the goods it proposes to supply under the contract

2.10.2 Prices indicated on the Price Schedule shall include all costs including taxes, insurances and delivery to the premises of the entity.

2.10.3 Prices quoted by the tenderer shall be fixed during the Tender's performance of the contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22

2.10.4 The validity period of the tender shall be 90 days from the date of opening of the tender.

## 2.5.1 2.11 **Tender Currencies**

2.11.1 Prices shall be quoted in Ethiopian Birr unless otherwise specified in the Appendix to Instructions to Tenderers.

## 2.12 **Tenderers Eligibility and Qualifications**

2.12.1 Pursuant to paragraph 2.1. the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if its tender is accepted.

2.12.2 The documentary evidence of the tenderers eligibility to tender shall establish to AWF's satisfaction that the tenderer, at the time of submission of its tender, is from an eligible source country as defined under paragraph 2.1

2.12.3 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall be established to AWF's satisfaction;

(a) that, in the case of a tenderer offering to supply goods under the contract which the tenderer did not manufacture or otherwise produce, the tenderer has been duly authorized by the goods' Manufacturer or producer to supply the goods.

- (b) that the tenderer has the financial, technical, and production capability necessary to perform the contract;
- (c) that, in the case of a tenderer not doing business within Ethiopia, the tenderer is or will be (if awarded the contract) represented by an Agent in Ethiopia equipped, and able to carry out the Tenderer's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.

## **2.13 Goods Eligibility and Conformity to Tender Documents**

2.13.1 Pursuant to paragraph 2.2 of this section, the tenderer shall furnish, as part of its tender documents establishing the eligibility and conformity to the tender documents of all goods which the tenderer proposes to supply under the contract

2.13.2 The documentary evidence of the eligibility of the goods shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.

2.13.3 The documentary evidence of conformity of the goods to the tender documents may be in the form of literature, drawings, and data, and shall consist of:

- (a) a detailed description of the essential technical and performance characteristic of the goods;
- (b) a list giving full particulars, including available source and current prices of spare parts, special tools, etc., necessary for the proper and continuing
  - (a) functioning of the goods for a period of two (2) years, following commencement of the use of the goods by AWF; and
- (c) a clause-by-clause commentary on AWF's Technical Specifications demonstrating substantial responsiveness of the goods and service to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

2.13.4 For purposes of the documentary evidence to be furnished pursuant to paragraph 2.13.3(c) above, the tenderer shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procurement entity in its Technical Specifications, are intended to be descriptive only and not restrictive. The tenderer may substitute alternative standards, brand names, and/or catalogue numbers in its tender, provided that it demonstrates to the Procurement entity's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

## **2.14 Tender Security**

2.14.1 The tenderer shall furnish, as part of its tender, a tender security for the amount specified in the Appendix to Invitation to Tenderers.

- 2.14.2 The tender security shall be in the amount of 2 per cent of the tender price.
- 2.14.3 The tender security is required to protect AWF against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.14.7
- 2.14.4 The tender security shall be denominated in Ethiopian Birr or in another freely convertible currency, and shall be in the form of a bank guarantee or a bank draft issued by a reputable bank located in Ethiopia, or a guarantee issued by a reputable insurance company in the form provided in the tender documents or another form acceptable to AWF and valid for thirty (30) days beyond the validity of the tender.
- 2.14.5 Any tender not secured in accordance with paragraph 2.14.1 and 2.14.3 will be rejected by AWF as non-responsive, pursuant to paragraph 2.22
- 2.14.6 Unsuccessful Tenderer's tender security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of tender validity prescribed by AWF.
- 2.14.7 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.27 and furnishing the performance security, pursuant to paragraph 2.28
- 2.14.8 The tender security may be forfeited:
- 2.13.1 (a) if a tenderer withdraws its tender during the period of tender validity specified by AWF on the Tender Form; or
  - (b) in the case of a successful tenderer, if the tenderer fails:
    - (i) to sign the contract in accordance with paragraph 2.27 or
    - (ii) to furnish performance security in accordance with paragraph 2.28

## 2.15 **Validity of Tenders**

- 2.15.1 Tenders shall remain valid for 90 days or as specified in the Invitation to Tender after the date of tender opening prescribed by AWF, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by AWF as non-responsive.
- 2.15.2 In exceptional circumstances, AWF may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.14 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.



## 2.16 Format and Signing of Tender

2.16.1 AWF shall prepare two copies of the tender, clearly marking each "ORIGINAL TENDER" and "COPY OF TENDER," as appropriate. In the event of any discrepancy between them, the original shall govern.

2.16.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. The latter authorization shall be indicated by written power-of-attorney accompanying the tender. All pages of the tender, except for unamended printed literature, shall be initialed by the person or persons signing the tender.

2.16.3 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

## 2.17 Sealing and Marking of Tenders

2.17.1 The Tenderer shall seal the original and each copy of the tender in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes shall then be sealed in an outer envelope.

2.17.2 The inner and outer envelopes shall:

(a) be addressed to AWF at the address given in the Invitation to Tender:

(a) (a) bear, tender number and name in the Invitation for Tenders and the words, **DO NOT OPEN BEFORE," THURSDAY, 16<sup>th</sup> APRIL, 2020 AT 9:00 AM"**.

2.17.3 The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared "late".

2.17.4 If the outer envelope is not sealed and marked as required by paragraph 2.17.2, AWF will assume no responsibility for the tender's misplacement or premature opening.

## 2.18 Deadline for Submission of Tenders

(c) Tenders must be received by AWF at the address specified under paragraph 2.17.2 no later than **WEDNESDAY, 15<sup>TH</sup> APRIL, 2020 AT 5:00 PM.**

2.18.1 AWF may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.6, in which case all rights and obligations of AWF and candidates previously subject to the deadline will therefore be subject to the deadline as extended

## **2.19 Modification and Withdrawal of Tenders**

- 2.19.1 The tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification, including substitution or withdrawal of the tenders, is received by AWF prior to the deadline prescribed for submission of tenders.
- 2.19.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.17. A withdrawal notice may also be sent by cable, telex but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.
- 2.19.3 No tender may be modified after the deadline for submission of tenders.
- 2.19.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.14.7
- 2.19.5 AWF may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 2.19.1 2.19.6 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.

## **2.20 Opening of Tenders**

- (d) AWF will open all tenders in the presence of tenderers' representatives who choose to attend, at on **THURSDAY, 16<sup>TH</sup> APRIL, 2020 AT 9:00 AM** and in the location specified in the Invitation to Tender.

The tenderers' representatives who are present shall sign a register evidencing their attendance.

- 2.20.1 The tenderers' names, tender modifications or withdrawals, tender prices, discounts and the presence or absence of requisite tender security and such other details as AWF, at its discretion, may consider appropriate, will be announced at the opening.
- 2.20.2 AWF will prepare minutes of the tender opening.

## **2.21 Clarification of Tenders**

- 2.21.1 To assist in the examination, evaluation and comparison of tenders AWF may, at its discretion, ask the tenderer for a clarification of its tender. The request for

clarification and the response shall be in writing, and no change in the prices or substance of the tender shall be sought, offered, or permitted.

2.21.2 Any effort by the tenderer to influence AWF in AWF's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

## **2.22 Preliminary Examination**

2.22.1 AWF will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.

2.22.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantify, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security forfeited. If there is a discrepancy between words and figures the amount in words will prevail

2.22.3 AWF may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or effect the relative ranking of any tenderer.

2.20.1 2.22.4 Prior to the detailed evaluation, pursuant to paragraph 2.23 AWF will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one, which conforms to all the terms and conditions of the tender documents without material deviations. AWF's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

2.22.5 If a tender is not substantially responsive, it will be rejected by AWF and may not subsequently be made responsive by the tenderer by correction of the non-conformity.

## **2.23 Conversion to Single Currency**

2.23.1 Where other currencies are used, AWF will convert these currencies to Ethiopian Birr using the selling exchange rate on the date of tender closing provided by the National Bank of Ethiopia.

## **2.24 Evaluation and Comparison of Tenders**

2.24.1 AWF will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.22

2.24.2 The tender evaluation committee shall evaluate the tender within 5 days of the validity period from the date of opening the tender.

2.24.3 A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

## **2.25 Preference**

2.25.1 Preference where allowed in the evaluation of tenders shall not exceed 15%

## **2.26 Contacting AWF**

2.26.1 Subject to paragraph 2.21 no tenderer shall contact AWF on any matter related to its tender, from the time of the tender opening to the time the contract is awarded.

2.26.2 Any effort by a tenderer to influence AWF in its decisions on tender, evaluation, tender comparison, or contract award may result in the rejection of the Tenderer's tender.

## **2.20.1 2.27 Award of Contract**

### **(a) Post-qualification**

2.27.1 In the absence of pre-qualification, AWF will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.

2.27.2 The determination will take into account the tenderer financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.12.3 as well as such other information as AWF deems necessary and appropriate.

2.27.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event AWF will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

### **(b) Award Criteria**

2.27.4 AWF will award the contract to the successful tenderer(s) whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

### **(c) AWF's Right to Vary quantities**

2.27.5 AWF reserves the right at the time of contract award to increase or decrease the quantity of goods originally specified in the Schedule of requirements without any change in unit price or other terms and conditions

(d) **AWF's Right to accept or reject any or All Tenders**

2.27.6 AWF reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, 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 AWF's action

**2.28 Notification of Award**

2.28.1 Prior to the expiration of the period of tender validity, AWF will notify the successful tenderer in writing that its tender has been accepted.

2.28.2 The notification of award will constitute the formation of the Contract but will have to wait until the contract is finally signed by both parties

2.28.1 2.28.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.28, AWF will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.14

**2.29 Signing of Contract**

2.29.1 At the same time as AWF notifies the successful tenderer that its tender has been accepted, AWF will send the tenderer the Contract Form provided in the tender documents, incorporating all agreements between the parties.

2.29.2 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

2.29.3 Within thirty (30) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to AWF.

**2.30 Performance Security**

2.30.1 Within fourteen (14) days of the receipt of notification of award from AWF, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to AWF.

2.30.2 Failure of the successful tenderer to comply with the requirements of paragraph 2.27 or paragraph 2.28 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event AWF may

make the award to the next lowest evaluated Candidate or call for new tenders.

### 2.31 Corrupt or Fraudulent Practices

2.31.1 AWF requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts when used in the present regulations, the following terms are defined as follows;

(i) “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and

(ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of AWF, and includes collusive practice among tenderer (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive AWF of the benefits of free and open competition;

(i) 2.31.2 AWF will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

2.31.3 Further a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Ethiopia.

### Appendix to Instructions to Tenderers

The following information regarding the particulars of the tender shall complement supplement or amend the provisions of the instructions to tenderers. Wherever there is a conflict between the provision of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to tenderers.

Instructions to tenderers	Particulars of appendix to instructions to tenderers
2.1	Tender is open to all interested registered firms in Ethiopia
2.10	Quotation should be in Ethiopian Birr
2.12	Tender security required is <b>2 %</b> of the total contract price in form of a bank guarantee or a banker’s cheque from a reputable bank in Ethiopia or from insurance companies allowed by the government of Ethiopia and valid for 120 days from the date of closing of the tender.
2.13.1	Tender validity shall be 90 days from the date of opening
2.14	Bidders shall provide <b>1 ORIGINAL</b> copy of the tender document clearly marked <b>Original</b> and <b>1 other copy</b> all <b>serialized/ paginated</b> marked <b>COPY</b> and all placed in one envelope. Tender reference and closing date must be quoted on the envelope.

2.15	This tender is based on one-envelope bid system. The bidder must submit a bid which has a technical proposal and financial proposal <b>(Original &amp; Copy)</b> and all placed in one envelope.
2.16.1	<b>Deadline for Submission of Tenders</b> <b>Closing Date: FRIDAY 31, JANUARY 2020 at 11:30am</b>
2.16.3	Bulky tenders which will not fit in the tender box shall be received and recorded at the Procurement Manager's Office.
2.22	Evaluation of the tenders shall be done using the criteria set out in the bid document.

## EVALUATION CRITERIA

AWF will consider the following three categories of criteria to evaluate the tenders and tenderers.

- a) Mandatory tender requirements
  - b) Technical capability assessment including due diligence where applicable
  - c) Financial Evaluation
- A. Mandatory requirements**

No.	Documents to be submitted
1.	<b>Ineligibility:</b> - Bidders and associated firms who have existing ongoing contracts with AWF which have delayed beyond the original scheduled completion period in the contract or having none performing records or terminated contracts are not eligible to participate. This shall be based on records within AWF.
2.	Duly filled, signed and stamped form of tender.
3.	<b>Project commitment/plan</b> – Bidders <b>MUST</b> attach a written sample project plan/work program for the supply and delivery clearly <b>indicating the expected completion date of the project</b> (provide details). <b>Please note, there shall be no extension of period from the date agreed during contract signing.</b>
4.	Tender security of <b>10% of contract amount</b> in form of a bank guarantee or a banker's cheque from a reputable bank in Ethiopia or an insurance from insurance agencies allowed by Public Procurement Oversight Authority valid for 120 days from the date of closing date of the tender.
5.	Certificate of Incorporation/Registration
6.	1 Original & 1 copy of bid documents ( <b>Ensure serialization/pagination of ALL pages for the bid submitted</b> )
7.	Attach Valid Tax Compliance certificate
8.	Duly filled confidential questionnaire ( <b>Indicate all the directors and respective shares</b> )
9.	Submission of 3 companies' references in which the firm has successfully supplied solar equipment ( <b>Attach three (3) copies of respective Contracts and /or LPOs</b> ), and corresponding letters or certificates of completion.
11.	Provide warranty for a period one (1) year
12.	Submit a statement in the bidder's letter head that the company is not insolvent, in receivership, bankrupt or in the process of being wound up.

13.	Submit a statement in the bidder's letter head indicating that the person or his or her sub-contractor, if any is not debarred from participating in procurement proceedings
14.	Submit a statement in the bidder's letter head indicating that the person participating in procurement proceedings has not been convicted of corrupt or fraudulent practices

**b) TECHNICAL EVALUATION CRITERIA**

The bidders must meet all the technical requirements as captured in section V on Technical specifications for each item as a minimum for supply and delivery of solar equipment. Only bidders who meet all the technical specifications outlined below in section V will proceed to Financial Evaluation.

**c) FINANCIAL EVALUATION**

The winning bidder will be the lowest bidder in among those who will have passed the technical evaluation as outlined in (a & b) above except where the bidder has not satisfied all other requirements stated in the bid document.

**SECTION III: GENERAL CONDITIONS OF CONTRACT**

**Table of Clauses**

3.1 Definitions.....

3.2 Application.....

3.3 Country of Origin..... 3.4

Standards.....

3.5 Use of Contract documents and information.....

3.6 Patent Rights.....

3.7 Performance security.....

3.8 Inspection and Tests..... 3.9

Packing.....

3.10 Delivery and documents..... 3.11 Insurance

..... 3.12

Payment..... 3.13

Price.....

3.14 Assignments.....

3.15 Sub contracts.....

3.16 Termination for default.....

3.17 Liquidated damages.....

3.18 Resolution of Disputes.....

3.19 Language and law..... 3.20 Force Majeure.....

**SECTION III - GENERAL CONDITIONS OF CONTRACT**



### **3.1 Definitions**

3.1.1 In this Contract, the following terms shall be interpreted as indicated: -

- (a) "The Contract" means the agreement entered into between AWF and the tenderer, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) "The Contract Price" means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations
- (c) "The Goods" means all of the equipment, machinery, and/or other materials, which the tenderer is required to supply to AWF under the Contract.
- (d) "AWF" means the organization purchasing the Goods under this Contract.
- (e) "The Tenderer" means the individual or firm supplying the Goods under this Contract.

### **3.2 Application**

3.2.1 These General Conditions shall apply in all Contracts made by AWF for the procurement installation and commissioning of equipment

### **3.3 Country of Origin**

3.3.1 For purposes of this clause, "Origin" means the place where the Goods were mined, grown or produced.

3.3.2 The origin of Goods and Services is distinct from the nationality of the tenderer.

### **3.4 Standards**

3.4.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications.

### **3.5 Use of Contract Documents and Information**

3.5.1 The tenderer shall not, without AWF's prior written consent, disclose the Contract, or any provision therefore, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of AWF in connection therewith, to any person other than a person employed by the tenderer in the performance of the Contract.

3.1.1 3.5.2 The tenderer shall not, without AWF's prior written consent, make use of

any document or information enumerated in paragraph 3.5.1 above

- 3.5.3 Any document, other than the Contract itself, enumerated in paragraph 3.5.1 shall remain the property of AWF and shall be returned (all copies) to AWF on completion of the Tenderer's performance under the Contract if so required by AWF

### **3.6 Patent Rights**

- 3.6.1 The tenderer shall indemnify AWF against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in AWF's country

### **3.7 Performance Security**

- 3.7.1 Within Fourteen (14) days of receipt of the notification of Contract award, the successful tenderer shall furnish to AWF the performance security in the amount specified in Special Conditions of Contract.

- 3.7.2 The proceeds of the performance security shall be payable to AWF as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.

- 3.7.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to AWF and shall be in the form of a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in Ethiopia or abroad, acceptable to AWF, in the form provided in the tender documents.

- 3.7.4 The performance security will be discharged by AWF and returned to the Candidate not later than thirty (30) days following the date of completion of the Tenderer's performance obligations under the Contract, including any warranty obligations, under the Contract

### **3.8 Inspection and Tests**

- 3.8.1 AWF or its representative shall have the right to inspect and/or to test the goods to confirm their conformity to the Contract specifications. AWF shall notify the tenderer in writing in a timely manner, of the identity of any representatives retained for these purposes.

- 3.8.2 The inspections and tests may be conducted in the premises of the tenderer or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to AWF.

- 3.1.1 3.8.3 Should any inspected or tested goods fail to conform to the Specifications, AWF may reject the equipment, and the tenderer shall either

replace the rejected equipment or make alterations necessary to make specification requirements free of costs to AWF.

3.8.4 AWF's right to inspect, test and where necessary, reject the goods after the Goods' arrival shall in no way be limited or waived by reason of the equipment having previously been inspected, tested and passed by AWF or its representative prior to the equipment delivery.

3.8.5 Nothing in paragraph 3.8 shall in any way release the tenderer from any warranty or other obligations under this Contract.

### **3.9 Packing**

3.9.1 The tenderer shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract.

3.9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract

### **3.10 Delivery and Documents**

3.10.1 Delivery of the Goods shall be made by the tenderer in accordance with the terms specified by Procuring entity in its Schedule of Requirements and the Special Conditions of Contract

### **3.11 Insurance**

3.11.1 The Goods supplied under the Contract shall be fully insured against loss or damage incidental to manufacturer or acquisition, transportation, storage, and delivery in the manner specified in the Special conditions of contract.

### **3.12 Payment**

3.12.1 The method and conditions of payment to be made to the tenderer under this Contract shall be specified in Special Conditions of Contract

3.12.2 Payments shall be made promptly by AWF as specified in the contract

### **3.13 Prices**

3.13.1 Prices charged by the tenderer for goods delivered and services performed under the Contract shall not, with the exception of any price adjustments authorized in Special Conditions of Contract, vary from the prices by the tenderer in its tender.

3.13.1 3.13.2 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)

3.13.3 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.

3.13.4 Price variation request shall be processed by AWF within 30 days of receiving the request.

### **3.14. Assignment**

3.14.1 The tenderer shall not assign, in whole or in part, its obligations to perform under this Contract, except with AWF's prior written consent

### **3.15 Subcontracts**

3.15.1 The tenderer shall notify AWF in writing of all subcontracts awarded under this Contract if not already specified in the tender. Such notification, in the original tender or later, shall not relieve the tenderer from any liability or obligation under the Contract

### **3.16 Termination for default**

3.16.1 AWF may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the tenderer, terminate this Contract in whole or in part

- (a) if the tenderer fails to deliver any or all of the goods within the period(s) specified in the Contract, or within any extension thereof granted by AWF
- (b) if the tenderer fails to perform any other obligation(s) under the Contract
- (c) if the tenderer, in the judgment of AWF has engaged in corrupt or fraudulent practices in competing for or in executing the Contract

3.16.2 In the event AWF terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, equipment similar to those undelivered, and the tenderer shall be liable to AWF for any excess costs for such similar goods.

### **3.17 Liquidated Damages**

3.17.1. If the tenderer fails to deliver any or all of the goods within the period(s) specified in the contract, AWF shall, without prejudice to its other remedies under the contract, deduct from the contract prices liquidated damages sum equivalent to 0.5% of the delivered price of the delayed items up to a maximum deduction of 10% of the delayed goods. After this the tenderer may consider termination of the contract.

### **3.18 Resolution of Disputes**

3.18.1 AWF and the tenderer shall make every effort to resolve amicably by direct informal negotiation and disagreement or dispute arising between them under or in connection with the contract

3.18.2 If, after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute, either party may require adjudication in an agreed national or international forum, and/or international arbitration.

### **3.19 Language and Law**

3.19.1 The language of the contract and the law governing the contract shall be English language and the Laws of Ethiopia respectively unless otherwise stated.

### **3.20 Force Majeure**

3.20.1 The tenderer shall not be liable for forfeiture of its performance security or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

## **3.15.1 SECTION IV - SPECIAL CONDITIONS OF CONTRACT**

4.1. Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, between the GCC and the SCC, the provisions of the SCC herein shall prevail over these in the GCC.

42. Special conditions of contract as relates to the GCC

<b>General conditions of contract reference</b>	<b>Special conditions of contract</b>
3.8	Payment shall be made upon full delivery, inspection and acceptance of the goods/services in the contract.
3.9	Prices charged by the contractor under the Contract shall be fixed as per the tenderer's quoted price in its tender. No variation in or modification to the terms of the contract shall be made except by written amendment signed by the parties.
23.14	In case of a dispute between the purchaser and the supplier, the dispute shall be referred to adjudication or arbitration in accordance with the laws of Ethiopia.
3.17	The applicable law shall be Ethiopian Law
3.18	AWF Office is located in North Gondar, Debark town at EWCA-Simien mountain national park compound.

## **SECTION V - TECHNICAL SPECIFICATIONS**

## 5.1 General

5.1.1 These specifications describe the requirements for goods. Tenderers are requested to submit with their offers the detailed specifications, drawings, catalogues, etc. for the products they intend to supply

5.1.2 Tenderers must indicate on the specifications sheets whether the equipment offered comply with each specified requirement.

5.1.3 All the dimensions and capacities of the equipment to be supplied shall not be less than those required in these specifications. Deviations from the basic requirements, if any shall be explained in detail in writing with the offer, with supporting data such as calculation sheets, etc. AWF reserves the right to reject the products, if such deviations shall be found critical to the use and operation of the products.

5.1.4 The tenderers are requested to present information along with their offers as follows:

(i) Shortest possible delivery period of the solar equipment.

(i) **5.2 PARTICULARS**

### 5.2.1 TECHNICAL SPECIFICATIONS FOR SOLAR EQUIPMENT

<b>Description</b>
<b>Solar batteries 150 amp-hour (20<sup>0</sup>c)</b>
<b>Solar panels 90 Watt</b>
<b>Regulator 45-60 amp</b>
<b>Inverter 1500 watt</b>
<b>power saver lamps about 25 Watt with its holder</b>
<b>Main Solar cable diameter 2.5, with two lines, length 100 meter.</b>
<b>Secondary solar wire diameter 1.5, with two lines, length 100 meter</b>

## SECTION VI

## SCHEDULE OF REQUIREMENTS

**SUPPLY AND DELIVERY OF SOLAR EQUIPMENT TO AFRICAN WILDLIFE FOUNDATION SIMIEN MOUNTAINS LANDSCAPE PROJECT OFFICE, DEBARK-ETHIOPIA.**

<b>Description</b>	<b>Quantity</b>
<b>Solar batteries 150 amp-hour (20<sup>0</sup>c)</b>	40
<b>Solar panels 90 watt</b>	40
<b>Regulator 45-60 amp</b>	40
<b>Inverter 1500 watt</b>	20
<b>power saver lamps about 25 Watt with holder</b>	240

Main Solar cable diameter 2.5, with two lines, length 100 meter.	5
Secondary solar wire diameter 1.5, with two lines, length 100 meter	20

**SECTION VII - PRICE SCHEDULE FOR GOODS**

**TITLE OF TENDER : SUPPLY AND DELIVERY SOLAR EQUIPMENT  
AFRICAN WILDLIFE FOUNDATION SIMIEN MOUNTAINS LANDSCAPE  
PROJECT OFFICE, DEBARK-ETHIOPIA**

Name of Tenderer: .....

Tender Number: AWF/010/2020

Description	Country of Origin	Quantity	Unit price	Total cost
Solar batteries 150 amp-hour (20 <sup>0</sup> c)		40		
Solar panels 90 watt		40		
Regulator 45-60 amp		40		
Inverter 1500 watt		20		
power saver lamps about 25 Watt with holder		240		
Main Solar cable diameter 2.5, with two lines, length 100 meter.		5		
Secondary solar wire diameter 1.5, with two lines, length 100 meter		20		

**STATE YOUR DELIVERY PERIOD: -----**

**PLEASE NOTE AND COMPLY WITH THE FOLLOWING:**

- i. State your expected delivery period above**
- ii. All prices to be inclusive of all Logistical/transport costs and applicable taxes.**
- iii. In case of discrepancy between unit price and total, the unit price shall prevail.**

**Authorized Official:**

**Notes on the sample Forms**

1. Form of Tender-The form of tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer.
2. Confidential Business Questionnaire Form -This form must be completed by the tenderer and submitted with the tender documents.
3. Tender Security Form-When required by the tender documents the tender shall provide the tender security either in the form included herein or in another format acceptable to AWF.
4. Contract Form-The Contract Form shall not be completed by the tenderer at the time of submitting the tender. The Contract Form shall be completed after contract award and should incorporate the accepted contract price.
5. Performance Security Form-The performance security form should not be completed by the tenderers at the time of tender preparation. Only the successful tenderer will be required to provide performance security in the form provided herein or in another for acceptable to AWF.
6. Bank Guarantee for Advance Payment Form- When Advance payment is requested for by the successful bidder and agreed by AWF, this form must be completed fully and duly signed by the authorized officials of the bank.

**8.1 FORM OF TENDER**

**Date**

**Tender No. AWF/010/2019-2020**

**To: African Wildlife Foundation Simien Mountains Landscape Project Office, P.O. Box 1 Debark, Ethiopia**

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos..... *[insert numbers]* of which is hereby duly acknowledged, we the undersigned, offer for the **supply and delivery of solar equipment to AWF Office is located in North Gondar, Debark town at EWCA-Simien mountain national park compound** in conformity with the said tender documents for the sum of



.....  
.....

.....[total tender amount in words and figures] or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

- 2. We undertake, if our Tender is accepted, to provide the services in accordance with the services schedule specified in the Schedule of Requirements.
- 3. If our Tender is accepted, we will obtain the tender guarantee in a sum equivalent to 10 percent of the Contract Price for the due performance of the Contract, in the form prescribed by (Procuring entity).
- 4. We agree to abide by this Tender for a period of .....[number] days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- 5. Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

Dated this  
 day of\_  
 2019  
 [signature]

[In the capacity of]

duly authorized to sign tender for and on behalf of\_

**8.2 CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM**

You are requested to give the particulars indicated in Part 1 and either Part 2(a), 2(b) or 2 (c ) whichever applied to your type of business. You are advised that it is a serious offence to give false information on this form

**Part 1 – General:**

Business Name

.....

..... Location of business premises.

..... Plot

No..... Street/Road

..... Postal Address ..... Tel

No. .... Fax ..... E mail ..... Nature of Business

.....

..

Registration Certificate No.

.....

Maximum value of business which you can handle at any one time – ETB.

..... Name of your bankers .....

Branch .....

**Part 2 (a) – Sole Proprietor**

Your name in full ..... Age  
 ..... Nationality ..... Country of  
 origin ..... Citizenship details  
 .....

**Part 2 (b) Partnership**

Given details of partners as follows:

	Name	Nationality	Citizenship Details	Shares
1.	.....	.....	.....	.....
2.	.....	.....	.....	.....

**Part 2 (c) – Registered Company**

Private or Public  
 .....  
 State the nominal and issued capital of company-  
 Nominal ETB. .... Issued ETB.  
 .....

Given details of all directors as follows

	Name	Nationality	Citizenship Details
1.	.....	.....	.....
2.	.....	.....	.....

3.

.....  
.....

4.

.....  
.....

Date ..... Signature of Candidate

- If an Ethiopia Citizen, indicate under “Citizenship Details” whether by Birth, Naturalization or registration.

- **8.3 TENDER SECURITY FORM**

To: .....

[name of the Procuring entity]

WHEREAS..... [name of tenderer] (hereinafter called — “**the tenderer**”) has undertaken, in pursuance of **Contract No.** ..... [reference number of the contract] dated..... 20..... to supply ..... [Description services] (Hereinafter called —**the contract**)

AND WHEREAS it has been stipulated by you in the said Contract that the tenderer shall furnish you with *a* bank guarantee by a reputable bank for the sum specified therein as security for compliance with the Tenderer’s performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the tenderer a guarantee:

THEREFORE, WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of ..... [*amount of the guarantee in words and figures*],

and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract 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 or the sum specified therein.

This guarantee is valid until the day of .....20....

Signature and seal of the Guarantors

---

[*name of bank or financial institution*]

---

[*address*]**8.4 BANK GUARANTEE FOR ADVANCE PAYMENT FORM**

To

.....  
 ... [*name of Procuring entity*]

*[name of tender].....*

Gentlemen and/or Ladies:

In accordance with the payment provision included in the Special Conditions of Contract, which amends the General Conditions of Contract to provide for advance payment, ..... *[name and address of tenderer]* (hereinafter called "the tenderer") shall deposit with AWF a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of ..... *[amount of guarantee in figures and words]*.

We, the ..... *[bank or financial institutions]*, as instructed by the tenderer, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to AWF on its first demand without whatsoever right of objection on our part and without its first claim to the tenderer, in the amount not exceeding ..... *[amount of guarantee in figures and words]*

We further agree that no change or addition to or other modification of the terms of the Contract to be performed there-under or of any of the Contract documents which may be made between AWF and the tenderer, 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 in full effect from the date of the advance payment received by the tenderer under the Contract until ..... *[date]*.

Yours truly,

Signature and seal of the Guarantors

*[name of bank or financial institution]*

*[address]*

*[date]*

## **8.5 DECLARATION OF UNDERTAKING (Contents are not changeable)**

Reference name of the Application/Offer/Contract: \_\_\_\_\_  
("Goods")

**To: African Wildlife Foundation**

1. We recognise and accept that KfW only finances projects of the Project Executing Agency

("PEA") subject to its own conditions which are set out in the Funding Agreement it has entered into with the PEA. As a matter of consequence, no legal relationship exists between KfW and our company, our Joint Venture or our Subcontractors under the Contract. The PEA retains exclusive responsibility for the preparation and implementation of the Tender Process and the performance of the Contract.

2. We hereby certify that neither we nor any of our board members or legal representatives nor any other member of our Joint Venture including Subcontractors under the Contract are in any of the following situations:

- 2.1) being bankrupt, wound up or ceasing our activities, having our activities administered by courts, having entered into receivership, reorganisation or being in any analogous situation;

- 2.2) convicted by a final judgement or a final administrative decision or subject to financial sanctions by the United Nations, the European Union or Germany for involvement in a criminal organisation, money laundering, terrorist-related offences, child labour or trafficking in human beings; this criterion of exclusion is also applicable to legal Persons, whose majority of shares are held or factually controlled by natural or legal Persons which themselves are subject to such convictions or sanctions;

- 2.3) having been convicted by a final court decision or a final administrative decision by a court, the European Union, national authorities in the Partner Country or in Germany for Sanctionable Practice in connection with a Tender Process or the performance of a Contract or for an irregularity affecting the EU's financial interests (*in the event of such a conviction, the Applicant or Bidder shall attach to this Declaration of Undertaking supporting information showing that this conviction is not relevant in the context of this Contract and that adequate compliance measures have been taken in reaction*);

- 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 such 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 applicable fiscal obligations regarding payments of taxes either in the country where we are constituted or the PEA's country;

- 2.6) being subject to an exclusion decision of the World Bank or any other multilateral development bank and being listed on the website <http://www.worldbank.org/debar> or respectively on the relevant list of any other multilateral development bank (*in the event of such exclusion, the Applicant or Bidder shall attach to this Declaration of Undertaking supporting information showing that this exclusion is not relevant in the context of this Contract and that adequate compliance measures have been taken in reaction*); or

- 2.7) being guilty of misrepresentation in supplying the information required as condition to participation in this Tender Procedure.

3. We hereby certify that neither we, nor any of the members of our Joint Venture or any of our Subcontractors under the Contract are in any of the following situations of conflict of interest:

- 3.1) being an affiliate controlled by the PEA or a shareholder controlling the PEA, unless the stemming conflict of interest has been brought to the attention of KfW and resolved to its satisfaction;

- 3.2) having a business or family relationship with a PEA's staff involved in the Tender Process or the supervision of the resulting Contract, unless the stemming conflict of interest has been brought to the attention of KfW and resolved to its satisfaction;

- 3.3) being controlled by or controlling another Applicant or Bidder, or being under common control with another Applicant or Bidder, or receiving from or granting subsidies directly or indirectly to another Applicant or Bidder, having the same legal representative as another Applicant or Bidder, maintaining direct or indirect contacts with another Applicant or Bidder

which allows us to have or give access to information contained in the respective Applications or Offers, influencing them or influencing decisions of the PEA;

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 PEA;

3.5) in the case of procurement of Works, Plant or Goods:

i. having prepared or having been associated with a Person who prepared specifications, drawings, calculations and other documentation to be used in the Tender Process of this Contract;

ii. 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 compete in a Tender 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 PEA, which will inform KfW, any change in situation with regard to points 2 to 4 here above.
6. In the context of the Tender Process and performance of the corresponding Contract:
  - 6.1) neither we nor any of the members of our Joint Venture nor any of our Subcontractors under the Contract have engaged or will engage in any Sanctionable Practice during the Tender Process and in the case of being awarded a Contract will engage in any Sanctionable Practice during the performance of the Contract;
  - 6.2) neither we nor any of the members of our Joint Venture or any of our Subcontractors under the Contract shall acquire or supply any equipment nor operate in any sectors under an embargo of the United Nations, the European Union or Germany; and
  - 6.3) we commit ourselves to complying with and ensuring that our Subcontractors and major suppliers under the Contract comply with international environmental and labour standards, consistent with laws and regulations applicable in the country of implementation of the Contract and the fundamental conventions of the International Labour Organisation (ILO) and international environmental treaties. Moreover, we shall implement environmental and social risks mitigation measures when specified in the relevant environmental and social management plans or other similar documents provided by the PEA and, in any case, implement measures to prevent sexual exploitation and abuse and gender based violence.
7. In the case of being awarded a Contract, we, as well as all members of our Joint Venture partners and Subcontractors under the Contract will, (i) upon request, provide information relating to the Tender Process and the performance of the Contract and (ii) permit the PEA and KfW or an auditor appointed by either of them, and in the case of financing by the European Union also to European institutions having competence under European Union law, to inspect the respective accounts, records and documents, to permit on the spot checks and to ensure access to sites and the respective project.
8. In the case of being awarded a Contract, we, as well as all our Joint Venture partners and Subcontractors under the Contract undertake to preserve above mentioned records and documents in accordance with applicable law, but in any case for at least six years from the date of fulfillment or termination of the Contract. Our financial transactions and financial statements shall be subject to auditing procedures in accordance with applicable law. Furthermore, we accept that our data (including personal data) generated in connection with the preparation and implementation of the Tender Process and the performance of the Contract are stored and processed according to the applicable law by the PEA and KfW.

Name:

In the capacity of:

Duly empowered to sign in the name and on behalf of:

Signature:

Dated: