



**ETHIOPIAN ELECTRIC POWER CORPORATION**

**ADDIS ABABA, ETHIOPIA**

**BID DOCUMENT**

**DISTRIBUTION EXTENSION & MAINTENANCE PROGRAMS**

**SUPPLY AND DELIVERY OF DISTRIBUTION MATERIALS**

**BID No. DIST 1/2002**

**L.V Underground Cables, 0.6/1 kV**

Distribution systems Technical Support Team

**August, 2009**

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## **Section I- Invitation for Bids**

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## INVITATION FOR BIDS

- 1) The Ethiopian Electric Power Corporation (EEPCo) has intended to purchase in various currencies towards the cost of Supply of Distribution Materials.
- 2) The Program consists of distribution extension and maintenance works in various parts of the country.
- 3) The Ethiopian electric Power Corporation (EEPCo) now invites sealed bids from all internationally competitive bidders of the world to participate in the bid for the design, manufacturer and supply of Low voltage Underground Cables under the following Lot.

**❖ Dist. 1/2002 L.V. Underground Cables, 0.6/1 kV**

- 4) Bidders should submit offer for complete items for the Lot.
- 5) All local bidders shall have a valid business license and local agents shall have a valid commission agency license.
- 6) Bidders shall have prior considerable experience in design, manufacturer and supply of similar size and type of goods as required by the specific tender.
- 7) The bid document shall be available from *September 1, 2009* onwards against payment receipt of Birr 500 (five hundred) for a lot from the Distribution Administration & Finance Team 2<sup>nd</sup> floor room no 220.
- 8) All bids must be accompanied by bid security as per the bid requirement, and must be delivered to the address below at or before 11:00 A.M. local time (Addis Ababa) on *Thursday October 15, 2009*.
- 9) Bids will be opened on *October 15, 2009 at 2:00 P.M* local time in the presence of Bidders' representative who chooses to attend the bid opening to be held at Mexico square, EEPCo Club, Addis Ababa.
- 10) The Ethiopian Electric Power Corporation reserves the right to reject any or all bids and any items on the bid.
- 11) Bidders are advised to submit their offer after examining the bid document very carefully.
- 12) Interested eligible Bidders may obtain further information from the office of

**Ethiopian Electric Power Corporation  
Hade office, Distribution Administration & Finance Team  
Degualle Square  
Addis Ababa, Ethiopia  
P.O.Box 1233  
Tel. 251-1-575596**

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**Fax 251-1-566484**

## **Section II. Instructions to Bidders**

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## Instructions to Bidders

### A. Introduction

- 1. Source of Budget**
  - 1.1 The Ethiopian Electric Power Corporation has intended to purchase in 2002 Ethic. Budget year in various currencies towards the cost of distribution materials for Distribution Extension & Maintenance Programs. It is therefore, intended to disperse this budget towards the procurement to design, manufacture, and supply of the goods indicated under IFB #2 of this BID document.
- 2. Eligible Bidders**
  - 2.1 This Invitation for Bids is open to all interested bidders who have not been black-listed by the EEPCo or by the Ministry of Finance and Economic Development (MOFED).
  - 2.2 Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation for Bids.
- 3. Eligible Goods and Services**
  - 3.1 All goods and related services to be supplied under the contract shall not be manufactured or sub-supplied by black-listed companies.
- 4. Cost of Bidding**
  - 4.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser named in the **Bid Data Sheet**, hereinafter referred to as “the Purchaser,” will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

### B. The Bidding Documents

- 5. Content of Bidding Documents**
  - 5.1 The goods required, bidding procedures, and contract terms are prescribed in the bidding documents. In addition to the Invitation for Bids, the bidding documents include:
    - (a) Instructions to Bidders (ITB)
    - (b) Bid Data Sheet
    - (c) General Conditions of Contract (GCC)
    - (d) Special Conditions of Contract (SCC)
    - (e) Schedule of Requirements
    - (f) Quality assurance management requirements
    - (g) Technical Specifications

- (h) Drawings
- (i) Bid Form and Price Schedules
- (j) Schedule of discounts
- (k) Bid Security Form
- (l) Contract Form
- (m) Performance Security Form
- (n) Manufacturer's Authorization Form

5.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its bid.

**6. Clarification of Bidding Documents**

6.1 A prospective Bidder requiring any clarification of the bidding documents may notify the Purchaser in writing or by cable (hereinafter, the term *cable* is deemed to include telex, e-mail and facsimile) at the Purchaser's address indicated in the **Bid Data Sheet**. The Purchaser will respond in writing to any request for clarification of the bidding documents which it receives no later than thirty (30) days prior to the deadline for the submission of bids prescribed in ITB Clause 19.1. Written copies of the Purchaser's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective bidders that have received the bidding documents.

**7. Amendment of Bidding Documents**

7.1 At any time prior to the deadline for submission of bids, the Purchaser, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the bidding documents by amendment.

7.2 All prospective bidders that have received the bidding documents will be notified of the amendment in writing or by cable, and will be binding on them.

7.3 In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Purchaser, at its discretion, may extend the deadline for the submission of bids.

### C. Preparation of Bids

- 8. Language of Bid**
- 8.1 The bid prepared by the Bidder, as well as all correspondences and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in the language specified in the Bid Data Sheet. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the documents and printed literature in the language specified in the **Bid Data Sheet**, in which case, for purposes of interpretation of the Bid, the translation shall govern.
- 9. Documents Constituting the Bid**
- 9.1 The bid prepared by the Bidder shall comprise the following components:
- (a) a Bid Form and a Price Schedule completed in accordance with ITB Clauses 10, 11, and 12;
  - (b) documentary evidence established in accordance with ITB Clause 13 that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted;
  - (c) documentary evidence established in accordance with ITB Clause 14 that the goods and ancillary services to be supplied by the Bidder are eligible goods and services and conform to the bidding documents; and
  - (d) Bid security furnished in accordance with ITB Clause 15.
- 10. Bid Form**
- 10.1 The Bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the bidding documents indicating the goods to be supplied, a brief description of the goods, and their country of origin, quantity, and prices.
- 11. Bid Prices**
- 11.1 The Bidder shall indicate on the appropriate Price Schedule the unit prices (where applicable) and total bid price of the goods it proposes to supply under the contract.
- 11.2 Prices indicated on the Price Schedule shall be entered separately in the following manner:
- (a) For goods offered from within the Purchaser's country:
    - (i) the price of the goods quoted EXW (ex works, ex factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable:
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- (A) on the components and raw material used in the manufacture or assembly of goods quoted ex works or ex factory;
  - or**
  - (B) On the previously imported goods of foreign origin quoted ex warehouse, ex showroom, or off-the-shelf.
- (ii) Any Purchaser country sales and other taxes which will be payable on the goods if the contract is awarded.
  - (iii) The price for inland transportation, insurance, and other local costs incidental to delivery of the goods to their final destination, if specified in the **Bid Data Sheet**.
  - (iv) The price of other (incidental) services, if any, listed in the **Bid Data Sheet**.
- (b) For goods offered from abroad:
- (i) The price of the goods quoted FOB port of shipment (or FCA, as the case may be), if specified in the **Bid Data Sheet**.
  - (ii) The price of other (incidental) services, if any, listed in the **Bid Data Sheet**.
- 11.3 The terms FOB, C&F, etc., shall be governed by the rules prescribed in the current edition of *Inco terms* published by the International Chamber of Commerce, Paris.
- 11.4 The Bidder's separation of price components in accordance with ITB Clause 11.2 above will be solely for the purpose of facilitating the comparison of bids by the Purchaser and will not in any way limit the Purchaser's right to contract on any of the terms offered.
- 11.5 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account, unless otherwise specified in the **Bid Data Sheet**. A bid submitted with an adjustable price quotation will be treated as non responsive and will be rejected, pursuant to ITB Clause 24.
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- 12. Bid Currencies** 12.1 Prices shall be quoted in the following currencies:
- (a) For goods and services that the Bidder will supply from within the Purchaser's country, the prices shall be quoted in the currency of the Purchaser's country, unless otherwise specified in the **Bid Data Sheet**.
  - (b) For goods and services that the Bidder will supply from outside the Purchaser's country, the prices shall be quoted in any convertible currency. If the Bidder wishes to be paid in a combination of amounts in different currencies, it may quote its price accordingly but use no more than two foreign currencies. Bidders expressing their foreign currency requirements in any of the national currencies of the European Monetary Union or in euro should do so in accordance with the provisions of the **Bid Data Sheet**.
- 13. Documents Establishing Bidder's Eligibility and Qualification**
- 13.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, documents establishing the Bidder's eligibility to bid and its qualifications to perform the contract if its bid is accepted.
- 13.2 The documentary evidence of the Bidder's eligibility to bid shall establish to the Purchaser's satisfaction that the Bidder, at the time of submission of its bid, is from an eligible country as defined under ITB Clause 2.
- 13.3 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Purchaser's satisfaction:
- (a) that, in the case of a Bidder offering to supply goods under the contract which the Bidder did not manufacturing or otherwise produce, the Bidder has been duly authorized by the goods' Manufacturer or producer to supply the goods in the Purchaser's country.
  - (b) that the Bidder has the financial, technical, and production capability necessary to perform the contract;
  - (c) that, in the case of a Bidder not doing business within the Purchaser's country, the Bidder is or will be (if awarded the contract) represented by an Agent in that country equipped and able to carry out the Supplier's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and
  - (d) That the Bidder meets the qualification criteria listed in the **Bid Data Sheet**.
- 14. Documents Establishing Goods' Eligibility and**
- 14.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to the bidding documents of all goods and services which the Bidder proposes to supply under the contract.
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**Conformity to Bidding Documents**

14.2 The documentary evidence of the eligibility of the goods and services 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.

14.3 The documentary evidence of conformity of the goods and services to the bidding 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 characteristics of the goods;
- (b) a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period to be specified in the **Bid Data Sheet**, following commencement of the use of the goods by the Purchaser; and
- (c) An item-by-item commentary on the Purchaser's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

14.4 For purposes of the commentary to be furnished pursuant to ITB Clause 14.3(c) above, the Bidder shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Purchaser in its Technical Specifications, are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names, and/or catalogue numbers in its bid, provided that it demonstrates to the Purchaser's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

**15. Bid Security**

15.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, a bid security in the amount specified in the **Bid Data Sheet**.

15.2 The bid security is required to protect the Purchaser against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to ITB Clause 15.7.

15.3 The bid security shall be denominated in the currency of the bid or in another freely convertible currency, and shall be in one of the following forms:

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- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the Purchaser's country or abroad, in the form provided in the bidding documents or another form acceptable to the Purchaser and valid for thirty (30) days beyond the validity of the bid; or
- (b) Certified check, C.P.O or cash.

15.4 Any bid not secured in accordance with ITB Clauses 15.1 and 15.3 will be rejected by the Purchaser as non-responsive, pursuant to ITB Clause 24.

❖ **The Bid security must be counter guarantee by reputable local bank otherwise it will be rejected by the Purchaser as non-responsive.**

15.5 Unsuccessful bidders' bid securities will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of bid validity prescribed by the Purchaser pursuant to ITB Clause 16.

15.6 The successful Bidder's bid security will be discharged upon the Bidder signing the contract, pursuant to ITB Clause 34, and furnishing the performance security, pursuant to ITB Clause 35.

15.7 The bid security may be forfeited:

- (a) if a Bidder:
  - (i) withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form, or
  - (ii) does not accept the correction of errors pursuant to ITB Clause 24.2; or
- (b) in the case of a successful Bidder, if the Bidder fails:
  - (i) to sign the contract in accordance with ITB Clause 34; or
  - (ii) To furnish performance security in accordance with ITB Clause 35.

**16. Period of  
Validity of  
Bids**

16.1 Bids shall remain valid for the period specified in the **Bid Data Sheet** after the date of bid opening prescribed by the Purchaser, pursuant to ITB Clause 22. A bid valid for a shorter period shall be rejected by the Purchaser as no responsive.

16.2 In exceptional circumstances, the Purchaser may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or by cable). The bid security provided under ITB Clause 15 shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid, except as provided in ITB Clause 16.3.

16.3 In the case of fixed price contracts, if the award is delayed by a period exceeding ninety (90) days beyond the expiry of the initial bid validity, the contract price will be increased by a factor specified in the request for extension.

**17. Format and  
Signing of Bid**

17.1 The Bidder shall prepare an original and the number of copies of the bid indicated in the **Bid Data Sheet**, clearly marking each "ORIGINAL BID" and "COPY OF BID," as appropriate. In the event of any discrepancy between them, the original shall govern.

17.2 The original and the copy or copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. All pages of the bid, except for unlamented printed literature, shall be initialed by the person or persons signing the bid.

17.3 Any interlineations, erasures, or overwriting shall be valid only if they are initialed by the person or persons signing the bid.

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**D. Submission of Bids**

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**18. Sealing and Marking of Bids**

- 18.1 The Bidder shall seal the original and each copy of the bid in separate envelopes, duly marking the envelopes as “ORIGINAL” and “COPY.” The envelopes shall then be sealed in an outer envelope.
- 18.2 The inner and outer envelopes shall:
- (a) be addressed to the Purchaser at the address given in the **Bid Data Sheet**; and
  - (b) bear the Project name indicated in the Bid Data Sheet, the Invitation for Bids (IFB) title and number indicated in the Bid Data Sheet, and a statement: “DO NOT OPEN BEFORE,” to be completed with the time and the date specified in the **Bid Data Sheet**, pursuant to ITB Clause 22.1.
- 18.3 The inner envelopes shall also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared “late.”
- 18.4 If the outer envelope is not sealed and marked as required by ITB Clause 18.2, the Purchaser will assume no responsibility for the bid’s misplacement or premature opening.
- 18.5 A Bid Security in the form provided herein.

The sealed parcel delivered to the Purchasing Division shall contain three sealed envelopes or packages, clearly identified as to envelope number and contents as follows.

**Envelope No. 1 - Technical Proposal**

Envelope No. 1 shall contain the original, duplicate and triplicate copies of the following documentation. The name and address of the Bidder, a complete description of all materials being offered, exceptions to any terms of the Bid Document, documents required for qualification of the Bidder, and all the schedules **except Schedule of Prices and Schedule of Discounts**, should be included in Envelope No. 1.

**Soft copy of the Schedule of Guaranteed Characteristics should be provided with CD.**

**Envelope No. 2 Bid Security**

Envelope No. 2 shall contain the original, duplicate and triplicate copies of the Bid Security

**Envelope No. 3 Financial Proposal**

Envelope No. 3 shall contain the original, duplicate and triplicate copies of the **Form of Bid ,Schedule of Prices, and Schedule of Discounts**. **Soft copy of the Schedule of Prices should be provided with CD.**

- 19. Deadline for Submission of Bids**
- 19.1 Bids must be received by the Purchaser at the address specified under ITB Clause 18.2 (a) no later than the time and date specified in the **Bid Data Sheet**.
- 19.2 The Purchaser may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in accordance with ITB Clause 7, in which case all rights and obligations of the Purchaser and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
- 20. Late Bids**
- 20.1 Any bid received by the Purchaser after the deadline for submission of bids prescribed by the Purchaser pursuant to ITB Clause 19 will be rejected and returned unopened to the Bidder.
- 21. Modification and Withdrawal of Bids**
- 21.1 The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification, or withdrawal of the bids, is received by the Purchaser prior to the deadline prescribed for submission of bids.
- 21.2 The Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of ITB Clause 18. A withdrawal notice may also be sent by cable, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of bids.
- 21.3 No bid may be modified after the deadline for submission of bids.
- 21.4 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its bid security pursuant to the ITB Clause 15.7.

### **E. Opening and Evaluation of Bids**

- 22. Opening of Bids by the Purchaser**
- 22.1 The Purchaser will open all bids (**envelope No. 1 technical proposal & envelope No.2 bid security**) in the presence of bidders' representatives who choose to attend, at the time, on the date, and at the place specified in the **Bid Data Sheet**. The bidders' representatives who are present shall sign a register evidencing their attendance.
- 22.2 The bidders' names, bid modifications or withdrawals, bid prices, discounts, and the presence or absence of requisite bid security and such other details as the Purchaser, at its discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the Bidder pursuant to ITB Clause 20.
- 22.3 The Purchaser will prepare minutes of the bid opening.
- 22.4 The successful bidders shall be invited to attend the opening session of Envelope No. 3 (Financial Proposals) after the technical evaluation is finalized.
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- 23. Clarification of Bids** 23.1 During evaluation of the bids, the Purchaser may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted.
- 24. Preliminary Examination** 24.1 The Purchaser will examine the bids 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 bids are generally in order.
- 24.2 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 quantity, the unit price shall prevail, and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail. If the Supplier does not accept the correction of the errors, its bid will be rejected, and its bid security may be forfeited.
- 24.3 The Purchaser may waive any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.
- 24.4 Prior to the detailed evaluation, pursuant to ITB Clause 26, the Purchaser will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from, or objections or reservations to critical provisions, **such as** those concerning Bid Security (ITB Clause 15), Applicable Law (GCC Clause 31), and Taxes and Duties (GCC Clause 33), will be deemed to be a material deviation. The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.
- 24.5 If a bid is not substantially responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the nonconformity.
- 25. Conversion to Single Currency** 25.1 To facilitate evaluation and comparison, the Purchaser will convert all bid prices expressed in the amounts in various currencies in which the bid prices are payable to the local currency to the purchaser's country at the selling exchange rate established by the National Bank for Similar transactions on the bid opening date.
- 26. Evaluation and Comparison of Bids** 26.1 The Purchaser will evaluate and compare the bids which have been determined to be substantially responsive, pursuant to ITB Clause 24
- 26.2 The Purchaser's evaluation of a bid will exclude and not take into account:
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- (a) in the case of goods manufactured in the Purchaser's country or goods of foreign origin already located in the Purchaser's country, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the Bidder;
  - (b) in the case of goods of foreign origin offered from abroad, customs duties and other similar import taxes which will be payable on the goods if the contract is awarded to the Bidder; and
- 26.3 The comparison shall be between the EXW price of the goods offered from within the Purchaser's country, such price to include all costs, as well as duties and taxes paid or payable on components and raw material incorporated or to be incorporated in the goods, and the CIF named port of destination (or CIP border point, or CIP named place of destination) price of the goods offered from outside the Purchaser's country.
- 26.4 The Purchaser's evaluation of a bid will take into account, in addition to the bid price quoted in accordance with ITB Clause 11.2, one or more of the following factors as specified in the **Bid Data Sheet**, and quantified in ITB Clause 26.5:
- (a) Cost of inland transportation, insurance, and other costs within the Purchaser's country incidental to delivery of the goods to their final destination.
  - (b) delivery schedule offered in the bid;
  - (c) deviations in payment schedule from that specified in the Special Conditions of Contract;
  - (d) the cost of components, mandatory spare parts, and service;
  - (e) the availability in the Purchaser's country of spare parts and after-sales services for the equipment offered in the bid;
  - (f) the projected operating and maintenance costs during the life of the equipment;
  - (g) the performance and productivity of the equipment offered; and/or
  - (h) Other specific criteria indicated in the **Bid Data Sheet** and/or in the Technical Specifications.
- 26.5 For factors retained in the Bid Data Sheet pursuant to ITB 26.4, one or more of the following quantification methods will be applied, as detailed in the Bid Data Sheet:
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- (a) *Inland transportation from EXW/port of entry/border point, insurance, and incidentals.*

Inland transportation, insurance, and other incidental costs for delivery of the goods from EXW/port of entry/border point to Project Site named in the **Bid Data Sheet** will be computed for each bid by the Purchaser on the basis of published tariffs by the rail or road transport agencies, insurance companies, and/or other appropriate sources. To facilitate such computation, bidder shall furnish in its bid the estimated dimensions and shipping weight and the approximate EXW/CIF (or CIP border point) value of each package. The above cost will be added by the Purchaser to EXW/CIF/CIP border point price.

- (b) *Delivery schedule.*

(i) The Purchaser requires that the goods under the Invitation for Bids shall be delivered (shipped) at the time specified in the Schedule of Requirements. The estimated time of arrival of the goods at the Project Site will be calculated for each bid after allowing for reasonable international and inland transportation time. Treating the bid resulting in the earliest time of arrival as the base, a delivery “adjustment” will be calculated for other bids by applying a percentage, specified in the **Bid Data Sheet**, of the EXW/CIF/CIP price for each week of delay beyond the base, and this will be added to the bid price for evaluation. No credit shall be given to early delivery.

**or**

(ii) The goods covered under this invitation are required to be delivered (shipped) within an acceptable range of weeks specified in the Schedule of Requirement. No credit will be given to earlier deliveries, and bids offering delivery beyond this range will be treated as non-responsive. Within this acceptable range, an adjustment per week, as specified in the **Bid Data Sheet**, will be added for evaluation to the bid price of bids offering deliveries later than the earliest delivery period specified in the Schedule of Requirements.

**or**

(iii) The goods covered under this invitation are required to be delivered (shipped) in partial shipments, as specified in the Schedule of Requirements. Bids offering deliveries earlier or later than the specified deliveries will be adjusted in the evaluation by adding to the bid price a factor equal to a percentage, specified in the **Bid Data Sheet**, of EXW/CIF/CIP price per week of variation from the specified delivery schedule.

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(c) *Deviation in payment schedule.*

- (i) Bidders shall state their bid price for the payment schedule outlined in the SCC. Bids will be evaluated on the basis of this base price. Bidders are, however, permitted to state an alternative payment schedule and indicate the reduction in bid price they wish to offer for such alternative payment schedule. The Purchaser may consider the alternative payment schedule offered by the selected Bidder.

**or**

- (ii) The SCC stipulates the payment schedule offered by the Purchaser. If a bid deviates from the schedule and if such deviation is considered acceptable to the Purchaser, the bid will be evaluated by calculating interest earned for any earlier payments involved in the terms outlined in the bid as compared with those stipulated in this invitation, at the rate per annum specified in the **Bid Data Sheet**.

(d) *Cost of spare parts.*

- (i) The list of items and quantities of major assemblies, components, and selected spare parts, likely to be required during the initial period of operation specified in the **Bid Data Sheet**, is annexed to the Technical Specifications. The total cost of these items, at the unit prices quoted in each bid, will be added to the bid price.

**or**

- (ii) The Purchaser will draw up a list of high-usage and high-value items of components and spare parts, along with estimated quantities of usage in the initial period of operation specified in the **Bid Data Sheet**. The total cost of these items and quantities will be computed from spare parts unit prices submitted by the Bidder and added to the bid price.

**or**

- (iii) The Purchaser will estimate the cost of spare parts usage in the initial period of operation specified in the **Bid Data Sheet**, based on information furnished by each Bidder, as well as on past experience of the Purchaser or other purchasers in similar situations. Such costs shall be added to the bid price for evaluation.

- (e) *Spare parts and after sales service facilities in the Purchaser's country.*

The cost to the Purchaser of establishing the minimum service facilities and parts inventories, as outlined in the **Bid Data Sheet** or elsewhere in the bidding documents, if quoted separately, shall be added to the bid price.

- (f) *Operating and maintenance costs.*

Since the operating and maintenance costs of the goods under procurement form a major part of the life cycle cost of the equipment, these costs will be evaluated in accordance with the criteria specified in the **Bid Data Sheet** or in the Technical Specifications.

- (g) *Performance and productivity of the equipment.*

- (i) Bidders shall state the guaranteed performance or efficiency in response to the Technical Specification. For each drop in the performance or efficiency below the norm of 100, an adjustment for an amount specified in the **Bid Data Sheet** will be added to the bid price, representing the capitalized cost of additional operating costs over the life of the plant, using the methodology specified in the **Bid Data Sheet** or in the Technical Specifications.

**or**

- (ii) Goods offered shall have a minimum productivity specified under the relevant provision in the Technical Specifications to be considered responsive. Evaluation shall be based on the cost per unit of the actual productivity of goods offered in the bid, and adjustment will be added to the bid price using the methodology specified in the **Bid Data Sheet** or in the Technical Specifications.

- (h) *Specific additional criteria*

Other specific additional criteria to be considered in the evaluation and the evaluation method shall be detailed in the **Bid Data Sheet** and/or the Technical Specifications.

## 27. Domestic Preference

- 27.1 If the **Bid Data Sheet** so specifies, the Purchaser will grant a margin of preference to goods manufactured in the Purchaser's country for the purpose of bid comparison, in accordance with the procedures outlined in subsequent paragraphs, provided the Bidder shall have established to the satisfaction of the Purchaser and of the Bank that its bid complies with the criteria specified in ITB Clause 10.2 (a):

- 27.2 The Purchaser will first review the bids to confirm the appropriateness of, and to modify as necessary, the bid group classification to which bidders assigned their bids in preparing their Bid Forms and Price Schedules, pursuant to ITB Clauses 10 and 11.
- 27.3 All evaluated bids in each group will then be compared among themselves to determine the lowest evaluated bid of each group. The lowest evaluated bid of each group will next be compared with the lowest evaluated bids of the other groups. If this comparison results in a bid from Group A or Group B being the lowest, it will be selected for contract award.
- 27.4 If, as a result of the preceding comparison, the lowest evaluated bid is from Group C, all Group C bids will then be further compared with the lowest evaluated bid from Group A, after adding to the evaluated bid price of the imported goods offered in each Group C bid, for the purpose of this further comparison only:
- (a) the amount of customs duties and other import taxes that a nonexempt importer would have to pay for the importation of goods offered in each Group C bid;
- or**
- (B) fifteen (15) percent of the CIF (or CIP border point or CIP named place of destination, as the case may be) bid price of such goods, if the customs duties and taxes exceed fifteen (15) percent of the CIF (or CIP border point or CIP place of destination) price of such goods.

If the Group A bid in the further comparison is the lowest, it will be selected for award. If not, the lowest evaluated bid from Group C, as determined from the comparison under ITB Clause 27.3 above, will be selected for award.

**28. Contacting  
the Purchaser**

- 28.1 From the time of bid opening to the time of contract award, if any bidder wishes to contact the Purchaser on any matter related to the bid, it should do so in writing.
- 28.2 Any effort by a Bidder to influence the Purchaser in its decisions on bid evaluation, bid comparison, or contract award may result in the rejection of the Bidder's bid.

**F. Award of Contract**

**29. Post-  
qualification**

- 29.1 In the absence of prequalification, the Purchaser will determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in ITB Clause 13.3.

29.2 The determination will take into account the Bidder's financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 13.3, as well as such other information as the Purchaser deems necessary and appropriate.

29.3 An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's bid.

**30. Award Criteria** 30.1 Subject to ITB Clause 32, the Purchaser will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.

**31. Purchaser's Right to Vary Quantities at Time of Award** 31.1 The Purchaser reserves the right at the time of contract award to increase or decrease, by the percentage indicated in the **Bid Data Sheet**, the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.

**32. Purchaser's Right to Accept Any Bid and to Reject Any or All Bids** 32.1 The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or bidders.

**33. Notification of Award** 33.1 Prior to the expiration of the period of bid validity, the Purchaser will notify the successful Bidder in writing by registered letter or by cable, to be confirmed in writing by registered letter, that its bid has been accepted.

33.2 The notification of award will constitute the formation of the Contract.

33.3 Upon the successful Bidder's furnishing of the performance security pursuant to ITB Clause 35, the Purchaser will promptly notify the name of the winning Bidder to each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 15.

33.4 If, after notification of award, a Bidder wishes to ascertain the grounds on which its bid was not selected, it should address its request to the Purchaser. The Purchaser will promptly respond in writing to the unsuccessful Bidder.

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**34. Signing of Contract**

After the date the Purchaser notifies the successful Bidder that its bid has been accepted, the winner of the bid shall enter into and sign the Contract agreement within 15 days by sending two authorized representatives to Addis Ababa, at their own expense. In the event that the successful Bidder does not make a Contract in the period specified, his bid bond shall be forfeited and loses the right to conclude the Contract.

**35. Performance Security**

35.1 Within twenty one (21) days of the signing of the contract, the successful Bidder shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the bidding documents, or in another form acceptable to the Purchaser.

35.2 Failure of the successful Bidder to comply with the requirement of ITB Clause 35.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Purchaser may call for new bids.

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**Section III. Bid Data Sheet**

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## Bid Data Sheet

The following bid-specific data for the goods to be procured shall amend and/or supplement the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in the ITB.

<b>INTRODUCTION</b>	
ITB 1.1	Name of Project: <b>Distribution Extension &amp; Maintenance Programs</b>
ITB 1.1	Name of Contract: <b>BID No. Dist 1/2002, Underground Cables, 0.6/1 kV.</b>
ITB 4.1	Name of Purchaser: <b>Ethiopian Electric Power Corporation (EEPCo)</b>
ITB 6.1	Purchaser's address; telephone, telex and facsimile numbers <b>Ethiopian Electric Power Corporation Distribution System Technical Support Team Head Office, 2nd Floor, Room No. 218 Degualle Square P.O.Box 1233 Tel. 251-11-1562879 Fax 251-11-1566484 Addis Ababa, Ethiopia</b>
ITB 8.1	Language of the bid is English

<b>BID PRICE AND CURRENCY</b>	
ITB 11.2 (b) (i)	<b>The price quoted shall be FOB.</b>
ITB 11.5	The price shall be fixed.
ITB 12.1 (b)	<b>The mandatory terminal date for converting National Currency Denomination (NCD)<sup>1</sup> to euro is December 31, 2001. To avoid delay as the result of currency conversion transactions in early 2002, Bidders should quote in euro rather than in the NCD Currencies shown in the foot note below in any convertible currency</b>

<sup>1</sup> National Currency Denominations of the member countries of the European Monetary union (the Austrian Shilling, Belgian franc, Finnish Markka, French franc, Deutsche mark, Irish pound, Italian lira, Luxembourg franc, Netherlands guilder, Portuguese escudo and Spanish peseta)

<b>BID PREPARATION AND SUBMISSION</b>	
ITB 13.3 (d)	<p>Qualification requirements</p> <p>The bidders and/or proposed manufacturer(s) shall meet the following minimum criteria otherwise non responsive case rejection.</p> <ol style="list-style-type: none"> <li>1. The bidder should be a firm, partnership or company duly organized and existing or registered under the laws of an eligible country, and have been in business as a supplier for at least <b>three</b> years before the date of bid submission. The bidder shall provide list of similar supply works of the last <b>three</b> years to demonstrate its experience in similar supply works. The list should contain description of supply, year of supply, value of supply, country supplied, full address of client and contact person;</li> <li>2. The proposed manufacturer(s) should be at least ISO 9002 certified <b>or equivalent for the manufac. Of materials in the bid document</b>. The quality assurance certificate should be attached in the offer;</li> <li>3. The bidder and/or proposed manufacturer(s) haven't rejecting any award by any reason which is given by the Purchaser before <b>September 2009</b>.</li> <li>4. If a bidder submits bids on behalf of a manufacturer(s), the bid should be accompanied by an authorization from the manufacturer(s);</li> </ol> <p><b>If an Agent submits bids on behalf of more than one manufacturer, unless each such bid is accompanied by separate Bid Form for each bid, and bid security, when required , for each bid, and authorization from the respect Manufacturer, all such bids will be rejected as non-responsive.</b></p>
ITB 14.3 (b)	Spare parts are not required.
ITB 15.3 (b)	Counter guarantee by reputable local bank

<b>Bid No. 1/2002, Lot- Underground Cables, 0.6/1 kV</b>	
Item No	Bid Bond Amount
All	<b>100,000.00 USD</b>

ITB 16.1	Bid validity period is ninety (90) days from the date of bid opening.
ITB 17.1	One (1) Original and two (2) copies
ITB 18.2 (a)	Address for bid submission Ethiopian Electric Power Corporation Procurement & Accounting Team Head Office Degualle Square P.O.Box 1233 Tel. 251-11-1560027 Fax 251-11-1550822 Addis Ababa, Ethiopia
ITB 18.2 (b)	IFB title and number: Distribution Extension & Maintenance Programs Supply and delivery of Distribution Materials BID No. <b>Dist 1/2002 L.V Underground Cables, 0.6/1 kV</b>
ITB 19.1	Deadline for bid submission: at or before 11:00 AM hours (local time-Addis Ababa) on <b>October 15, 2009</b> .
ITB 22.1	Location, time and date for bid opening: Bids will be opened on <b>October 15, 2009</b> . at 2:00 PM hours (local time-Addis Ababa) at Mexico Square, EEPCo's Club.
<b>BID EVALUATION</b>	
ITB 25.1	Currency chosen for the purpose of converting to a common currency is <b>Birr</b> (the local currency). Source of exchange rate: National Bank of Ethiopia Date of exchange rate: <b>"The date of exchange rate determination is: the date of bid opening"</b>
ITB 26.4	Criteria for bid evaluation: <b>ITB 26.4 (a), 26.4 (b), 26.4 (c), and 26.4 (g) and 26.4 (h)</b>
ITB 26.5 (b) Option (i) Applicable	Delivery schedule: <b>All goods shall be delivered within the period Specified in "Section VI schedule of Requirements" from the date of confirmation of the letter of credit.</b>
ITB 26.5 (c) (ii)	Deviation in payment schedule: <b>Annual interest rate, As per the National Bank of Ethiopia</b>
ITB 26.5 (g)	Performance and productivity of equipment: Losses of Transformers, during their whole technical life time, shall be capitalized according to the following loss prices: Load loss=USD 1000/kW No load loss= USD 4000/kW <b>Note. "Applicable only to Distribution Transformers"</b>
ITB 26.5 (h)	The minimum technical requirements of all items are given in the Technical Specifications. All goods proposed by bidders should satisfy these minimum requirements.
<b>CONTRACT AWARD</b>	
ITB 31.1	Percentage for quantity increase or decrease: Fifteen (15) percent

## **Section IV. General Conditions of Contract**

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## General Conditions of Contract

### 1. Definitions

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

- (a) “The Contract” means the agreement entered into between the Purchaser and the Supplier, 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 Supplier 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 Supplier is required to supply to the Purchaser under the Contract.
- (d) “The Services” means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.
- (e) “GCC” means the General Conditions of Contract contained in this section.
- (f) “SCC” means the Special Conditions of Contract.
- (g) “The Purchaser” means the organization purchasing the Goods, as **named in SCC**.
- (h) “The Purchaser’s country” is the country **named in SCC**.
- (i) “The Supplier” means the individual or firm supplying the Goods and Services under this Contract and **named in SCC**.
- (j) “The Project Site,” where applicable, means the place or places **named in SCC**.
- (k) “Day” means calendar day.

### 2. Application

2.1 These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.

### 3. Country of Origin

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

3.2 The origin of Goods and Services is distinct from the nationality of the Supplier.

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- 4. Standards**
- 4.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods' country of origin. Such standards shall be the latest issued by the concerned institution.
- 5. Use of Contract Documents and Information;**
- 5.1 The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information enumerated in GCC Clause 5.1 except for purposes of performing the Contract.
- 5.3 Any document, other than the Contract itself, enumerated in GCC Clause 5.1 shall remain the property of the Purchaser and shall be returned (all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so required by the Purchaser.
- 6. Patent Rights**
- 6.1 The Supplier shall indemnify the Purchaser 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 the Purchaser's country.
- 7. Performance Security**
- 7.1 Within twenty one (21) days of signing of the Contract, the successful Bidder shall furnish to the Purchaser the Performance Security and Proforma Invoice with amounts specified in accordance with Condition of Contract. In case the successful Bidder fails to furnish the said documents within twenty one (21) days, his Bid Bond shall be forfeited and then the Purchaser may consider entering in to a Contract with the next lowest Bidder through necessary negotiations.
- 7.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 7.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Purchaser and shall be in one of the following forms:
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- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the Purchaser's country or abroad, acceptable to the Purchaser, in the form provided in the bidding documents or another form acceptable to the Purchaser; or
- (b) Certified cheque, C.P.O. or Cash

7.4 The performance security will be discharged by the Purchaser and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless otherwise **specified in SCC.**

## **8. Inspections and Tests**

- 8.1 The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Purchaser. **SCC** and the Technical Specifications shall specify what inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.
- 8.2 The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the Supplier 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 the Purchaser.
- 8.3 Should any inspected or tested Goods fail to conform to the Specifications, the Purchaser may reject the Goods, and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Purchaser.
- 8.4 The Purchaser's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival in the Purchaser's country shall in no way be limited or waived by reason of the Goods having previously been inspected, tested, and passed by the Purchaser or its representative prior to the Goods' shipment from the country of origin.
- 8.5 Nothing in GCC Clause 8 shall in any way release the Supplier from any warranty or other obligations under this Contract.

## **9. Packing**

- 9.1 The Supplier 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. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation
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during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

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, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the Purchaser.

## **10. Delivery and Documents**

10.1 Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. The details of shipping and/or other documents to be furnished by the Supplier are specified in SCC.

10.2 For purposes of the Contract, "EXW," "FOB," "FCA," "CIF," "CIP," and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of *Inco terms* published by the International Chamber of Commerce, Paris.

10.3 Documents to be submitted by the Supplier are **specified in SCC.**

## **11. Insurance**

11.1 The Goods supplied under the Contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery in the manner **specified in the SCC.**

11.2 Where delivery of the Goods is required by the Purchaser on a CIF or CIP basis, the Supplier shall arrange and pay for cargo insurance, naming the Purchaser as beneficiary. Where delivery is on a FOB or FCA basis, insurance shall be the responsibility of the Purchaser.

## **12. Transportation**

12.1 Where the Supplier is required under Contract to deliver the Goods FOB, transport of the Goods, up to and including the point of putting the Goods on board the vessel at the specified port of loading, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price. Where the Supplier is required under the Contract to deliver the Goods FCA, transport of the Goods and delivery into the custody of the carrier at the place named by the Purchaser or other agreed point shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.

12.2 Where the Supplier is required under Contract to deliver the Goods CIF or CIP, transport of the Goods to the port of destination or such other named place of destination in the Purchaser's country, as shall be specified in the Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.

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12.3 Where the Supplier is required under the Contract to transport the Goods to a specified place of destination within the Purchaser's country, defined as the Project Site, transport to such place of destination in the Purchaser's country, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.

12.4 Where the Supplier is required under Contract to deliver the Goods CIF or CIP, no restriction shall be placed on the choice of carrier. Where the Supplier is required under Contract (a) to deliver the Goods FOB or FCA, and (b) to arrange on behalf and at the expense of the Purchaser for international transportation on specified carriers or on national flag carriers of the Purchaser's country, the Supplier may arrange for such transportation on alternative carriers if the specified or national flag carriers are not available to transport the Goods within the period(s) specified in the Contract.

### **13. Incidental Services**

13.1 The Supplier may be required to provide any or all of the following services, including additional services, if any, **specified in SCC**:

- (a) performance or supervision of on-site assembly and/or start-up of the supplied Goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
- (d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
- (e) Training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

13.2 Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

### **14. Spare Parts**

14.1 As **specified in SCC**, the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

- (a) such spare parts as the Purchaser may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under the Contract; and
- (b) in the event of termination of production of the spare parts:
  - (i) advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and
  - (ii) Following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

## 15. Warranty

- 15.1 The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models and those they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the Purchaser's specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless **specified otherwise in SCC**.
- 15.3 The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the Supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the Purchaser other than, where applicable, the cost of inland delivery of the repaired or replaced Goods or parts from EXW or the port or place of entry to the final destination.
- 15.5 If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.
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- 16. Prices** 16.1 Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments **authorized in SCC** or in the Purchaser's request for bid validity extension, as the case may be.
- 17. Change Orders** 17.1 The Purchaser may at any time, by a written order given to the Supplier pursuant to GCC Clause 32, make changes within the general scope of the Contract in any one or more of the following:
- (a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
  - (b) the method of shipment or packing;
  - (c) the place of delivery; and/or
  - (d) The Services to be provided by the Supplier.
- 17.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Purchaser's change order.
- 18. Contract Amendments** 18.1 Subject to GCC Clause 18, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.
- 19. Assignment** 19.1 The Supplier shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Purchaser's prior written consent.
- 20. Subcontracts** 20.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under this Contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the Supplier from any liability or obligation under the Contract.
- 20.2 Subcontracts must comply with the provisions of GCC Clause 3.
-

**21. Delays in the Supplier's Performance**

- 21.1 Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Purchaser in the Schedule of Requirements.
- 21.2 If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.
- 21.3 Except as provided under GCC Clause 25, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 23, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of liquidated damages.

**22. Liquidated Damages**

- 22.1 Subject to GCC Clause 25, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage **specified in SCC**. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause 24.

**23. Termination for Default**

- 23.1 The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part:
- (a) if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 22; or
  - (b) If the Supplier fails to perform any other obligation(s) under the Contract.
  - (c) If the Supplier, in the judgment of the Purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
-

For the purpose of this clause:

“corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.

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

23.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 24.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

## **24. Force Major**

24.1 Notwithstanding the provisions of GCC Clauses 22, 23, and 24, the Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Major.

24.2 For purposes of this clause, “Force Major” means an event beyond the control of the Supplier and not involving the Supplier’s fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

24.3 If a Force Major situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Major event.

## **25. Termination for Insolvency**

25.1 The Purchaser may at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.

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**26. Termination for convenience**

- 26.1 The Purchaser, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- 26.2 The Goods that are complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:
- (a) to have any portion completed and delivered at the Contract terms and prices; and/or
  - (b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.

**27. Settlement of Disputes**

- 27.1 If any dispute or difference of any kind whatsoever shall arise between the Purchaser and the Supplier in connection with or arising out of the Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.
- 27.2.1 Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract.
  - 27.2.2 Arbitration proceedings shall be conducted in accordance with the rules of procedure **specified in the SCC**.
- 27.3 Notwithstanding any reference to arbitration herein,
- (a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
  - (b) the Purchaser shall pay the Supplier any monies due the Supplier.
-

- 28. Limitation of Liability**
- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6,
- (a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser and
  - (b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
- 29. Governing Language**
- 29.1 The Contract shall be written in the language **specified in SCC**. Subject to GCC Clause 31, the version of the Contract written in the specified language shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.
- 30. Applicable Law**
- 30.1 The Contract shall be interpreted in accordance with the laws of the Purchaser's country, unless otherwise **specified in SCC**.
- 31. Notices**
- 31.1 Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by cable, telex, or facsimile and confirmed in writing to the other party's address **specified in SCC**.
- 31.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.
- 32. Taxes and Duties**
- 32.1 A foreign Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the Purchaser's country.
- 32.2 A local Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.
-

## **Section V. Special Conditions of Contract**

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## Special Conditions of Contract

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract. The corresponding clause number of the GCC is indicated in parentheses.

### 1. Definitions (GCC Clause 1)

GCC 1.1 (g)—The Purchaser is: The Ethiopian Electric Power Corporation

GCC 1.1 (h)—The Purchaser's country is: The Federal Democratic Republic of Ethiopia

GCC 1.1 (i)—The Supplier is:

GCC 1.1 (j)—The Project Site is: BID No. **Dist 1/2002 L.V Underground Cables, 0.6/1 kV EEPCo Ware house, Addis Ababa**

### 2. Country of origin (GCC Clause 3)

All countries and territories as indicated in section IX of the bidding documents, "Eligibility for the provisions of goods, works, and services in Bank-Financed procurement."

### 3. Performance Security (GCC Clause 7)

GCC 7.1—The amount of performance security, as a percentage of the Contract Price, shall be ten (10%) percent of the contract price.

GCC 7.4—After delivery and acceptance of the Goods, the performance security shall be reduced to five (5%) percent of the Contract Price to cover the Supplier's warranty obligations in accordance with Clause GCC 15.2.

### 4. Inspections and Tests (GCC Clause 8)

GCC 8.1—Inspection and tests prior to shipment of Goods and at final acceptance are as follows:

**As per the provisions in the technical requirements/ specification**

### 5. Packing (GCC Clause 9)

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GCC 9.2—The following SCC shall supplement GCC Clause 9.2:

**Packing of the goods for delivery shall be a standard preventing damages caused by heat, humidity, deterioration and the like.**

**As per the provisions in the technical requirements/ specifications**

## **6. Delivery and Documents (GCC Clause 10)**

**Delivery of the Goods shall be made by the supplier in accordance with the terms specified the schedule of Requirements. The details of shipping and/or other documents to be furnished by the supplier.**

### **For Goods supplied from abroad:**

GCC 10.3—Upon shipment, the Supplier shall notify the Purchaser by cable the full details of the shipment, including Contract number, description of Goods, quantity, the vessel, the bill of lading number and date, port of loading, date of shipment, port of discharge, etc. The Supplier shall mail the following documents to the Purchaser.

- (i) Copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;
- (ii) Original and 2 copies of the negotiable, clean, on-board bill of lading marked "Freight payable" at destination and 4 copies of nonnegotiable bill of lading;
- (iii) copies of the packing list identifying contents of each package;
- (iv) Insurance certificate
- (v) Manufacturer's or Supplier's warranty certificate;
- (vi) inspection certificate, issued by the nominated inspection agency, and the Supplier's factory inspection report; and
- (vii) Chamberized certificate of origin: one original and five copies;
- (viii) Carrier invoice : one original and five copies; and
- (ix) SGS Pre-Shipment inspection certificate; original
- (x) CIQ Pre-Shipment inspection certificate; original

The above documents shall be received by the Purchaser within two days after the date of bill of loading, if not received; the Supplier will be responsible for any consequent expenses like taxes shall be covered by the supplier for the undersupplied quantities.

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## 7. Warranty (GCC Clause 15)

GCC 15.2—In partial modification of the provisions, the warranty period shall be 12 months from date of acceptance of the Goods or (18) months from the date of shipment, whichever occurs earlier. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, at its discretion, either:

- (a) make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with SCC 3,

**or**

- (b) pay liquidated damages to the Purchaser with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be (0.05 %) of the contract price for each day elapsing beyond the specified completion time maximum deduction shall be 10% of the contract price.

GCC 15.4 & 15.5—The period for correction of defects in the warranty period is:  
**120 calendar days**

## 8. Payment (GCC Clause 16)

### 8.1. TERMS OF PAYMENT

National Bank of Ethiopia/ Commercial Bank of Ethiopia will pay the Contract Amount in the contract currency, upon the request of the Corporation.

The local cost of transferring the money to the Supplier's account shall be borne by the Corporation provided such currency is one named in the Contract. The payment shall be made through irrevocable Letter of Credit.

The Corporation covers all banking fees and other charges incurred locally for opening and maintaining the letter of credit for the duration of the delivery time calculated from the date of receipt of Letter of Credit. All Banking fees incurred abroad will be borne by the Supplier.

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Hundred percent (100%) of the Contract price shall be paid through irrevocable Letter of Credit opened for each currencies of the Contract upon presentation of clean on board shipping document.

In case of extending the Letter of Credit because of the default of the Supplier, all costs of extension will be covered by the supplier.

If the Supplier requires that the Letter of Credit be confirmed, the Supplier will cover all confirmation costs inside and outside of Ethiopia.

Should any supplier's business units transfer, new company title arise, etc., amendments to Letter of Credit should be at the supplier's expense.

8.2 In case of extending the Letter of Credit because of the default of the Supplier, all costs of extension will be covered by the supplier.

GCC 17.1—Prices shall be firm and fixed.

#### **9. Prices (GCC Clause 17)**

GCC 17.1—Prices shall be firm and fixed.

#### **10. Liquidated Damages (GCC Clause 23)**

GCC 23.1—Applicable rate: A sum equivalent to 0.05 percent of the contract price per day of delay beyond the specified completion time.

Maximum deduction: **Ten (10) percent of the contract price.**

#### **11. Settlement of Disputes (GCC Clause 28)**

GCC 28.2.2—The rules of procedure for arbitration proceedings pursuant to GCC Clause 28.2 shall be as follows:

**Any dispute, controversy or claim arising and of or relating to this contract, or breach, termination or in validity there of, shall be settled by an arbitration in accordance with the UNCITRAL Arbitration rules at the present in force.**

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**12. Governing Language (GCC Clause 30)**

GCC 30.1—The Governing Language shall be English

**13. Applicable Law (GCC Clause 31)**

GCC 31.1—The Applicable Law shall be Ethiopian

**14. Notices (GCC Clause 32)**

GCC 32.1—Purchaser's address for notice purposes:

Ethiopian Electric Power Corporation  
Distribution Administration & Finance  
Head Office  
Deguale Square  
Addis Ababa, Ethiopia  
Fax 251- 11 – 155 08 22  
P.O. Box 1233

- Supplier's address for notice purposes: As specified by the Supplier in its bid.

## **Section VI. Schedule of Requirements**

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## Schedule of Requirements

### Dist1/2002 Low Voltage XLPE Insulated Cables, 0.6/1 kV

#### 1. Schedule of Delivery Period

Item No.	Description	Unit	Quantity	Delivery schedule, FOB, from date of receipt of L/C
<b>1</b>	<b>Underground Cables, 0.6/1 kV</b>			
1.1	Cable, 3x35/16 mm <sup>2</sup>	km	20	5 Months
1.2	Cable, 3x50/25 mm <sup>2</sup>	km	25	5 Months
1.3	Cable, 3x70/35 mm <sup>2</sup>	km	50	5 Months
1.4	Cable, 3x95/50 mm <sup>2</sup>	km	20	5 Months
1.5	Cable, 3x120/70 mm <sup>2</sup>	km	15	5 Months
1.6	Cable, 3x185/95 mm <sup>2</sup>	km	5	5 Months
1.7	Cable, 3x240/120 mm <sup>2</sup>	km	5	5 Months
1.8	Cable, 3X300/150 mm <sup>2</sup>	km	5	5 Months

#### 2. Schedule of Documentation to be submitted with Bid

The Bidder should submit with his bid the documentation according to clause ITB 9.

#### 3. Schedule of Drawings submitted with Bid

The Bidder shall submit drawings of items included in this BID, wherever applicable, in the table provided below.

Serial No.	Brief Description	Drawing reference

## 4. Schedule of Guaranteed Characteristics

The following list contains the technical characteristics guaranteed by the Bidder. The Bidder shall complete the column headed "**Guaranteed Value**".

Omission of one or more of the guaranteed values may result **in rejection** of the offer.

Phrases such as 'refer to catalogue...' etc. are not acceptable.

The guaranteed value should be supported by catalogues and submittal of catalogues which describes each item is mandatory. If the guaranteed value is not supported by catalogues the offer **will be rejected**.

### 4.1 Low Voltage UG Cable, 0.6/1 kV

Description	Guaranteed Value	
	Required	Bidder
Manufacturer		
Country of Origin		
Type designation		
Standard	IEC 60502-1	
Cross-section of conductor, mm <sup>2</sup>	3x35/16, 3x50/25, 3x70/35, 3x95/50, 3x120/70, 3x185/95, 3x240/120, 3X300/150	
Material of conductor	Copper	
Rated voltage U <sub>o</sub> /U, kV	0.6/1	
Number of cores	4,4,4,4,4,4,4,4	
Insulation material of conductor	XLPE	
Sheath material	PVC	
Maximum temperature of conductor in continuous use, °C	90	
Permissible conductor temperature rise of insulation for laying in the earth, 20 °C	70	
Permissible conductor temperature rise of insulation for laying in the air, 30 °C	60	
Maximum resistance of conductor at 20 <sup>0</sup> C, ohm/Km	0.524,0.387,0.268,0.193,0.153, 0.124,0.0991,0.0601	
Inductive reactance, ohm/Km at 50HZ for 4 core	0.081,0.076,0.075,0.073,0.073, 0.072,0.072,0.072	
Continuous current rating in soil in given service condition, A	180,215,265,315,365,405,465, 540,600	
Current rating in emergency use in given service conditions, A	195,245,300,350,450,530,610, 645, 745	

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Short circuit rating in given service condition kA,	144	
Outer diameter		
Bending radius		
Standard delivery length per reel, m		
Weight per reel		

**PLEASE NOTE:** Failure to submit complete schedules of the BID is considered as non-responsive and will result in disqualification of the offer without further request for submission of such schedules.

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## **Section VII. Technical Specifications**

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## 7. TECHNICAL SPECIFICATION

### 7.1 Low Voltage UG Cable, 0.6/1 kV

#### 7.1.2.1 Scope

This specification specifies design, manufacture and testing requirements for 0.6/1.0 kV power cables having copper conductors with extruded XLPE insulation, extruded PVC over sheath for use in installations in air both indoors and outdoors as well as in ground.

#### 7.1.2.2 Standards

- IEC 220 -nominal cross-sectional areas and composition of conductors of insulated cables
- IEC 502 - extended solid dielectric insulated power cables
- IEC 540 - test methods for insulated cables

#### 7.1.2.3 Design

The cables shall generally conform to IEC 502 but with specific and additional requirements as detailed in this specification.

#### 7.1.2.4 Conductors

The conductors shall be circular, or shaped, compacted or stranded copper as required, in accordance with IEC 228 or approved equal.

The conductivity of neutral conductor shall be equal to that of a phase conductor.

#### 7.1.2.5 Insulation

The insulation shall consist of extruded and cross-linked polyethylene (XLPE) of suitable thickness for a voltage rating of 0.6/1.0 kV ( $U_0/U$ ) at 50Hz.

### 7.1.2.6 Markings

The PVC over sheath shall be embossed with the following legend in the English language:

- EEPCO**
- Cross-sectional Area**
- Rated Voltage**
- Manufacturer**
- Length**
- Year of Manufacture**
- Phase Identification Mark**

#### **ELECTRIC CABLE 0.6/1 kV, [cross-section]**

The cables shall be supplied on non-returnable drum of sufficiently sturdy construction for transportation from the manufacturer's works to Ethiopia and also for subsequent use on site.

The cable drums shall be suitable to take a round spindle and be lagged so as to protect the cable from damage. The end projecting from the drum shall also be protected from damage.

Each cable drum shall bear a serial number either branded or neatly chiseled on the outside of one flange. The flange shall also be marked legibly and indelibly in the English language with the particulars of the cable i.e. voltage, length, conductor size "copper", cable type, gross and net weights. The directions for rolling shall be

### 7.1.2.7 Testing

The manufacturer shall submit certificates of the tests as prescribed in IEC 502.

## **Section VIII. Sample Forms and Procedures**

## Sample Forms

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## 1. Bid Forms and Price Schedules

Project Name

To: ETHIOPIAN ELECTRIC POWER CORPORATION  
P.O.Box 1233  
DEGUALLE SQUARE  
ADDIS ABABA  
ETHIOPIA

Ladies and/or Gentlemen,

Having examined the bidding documents, including Addendum Nos. *[insert numbers]*, the receipt of which is hereby acknowledged, we, the undersigned, offer to design, manufacture, test, and supply *[description of goods and services]* in conformity with the said bidding documents for the sum of *[total bid amount in words and figures]*, or such other sums as may be ascertained in accordance with the terms and conditions of the Contract. The above amounts are in accordance with the Price Schedules attached herewith and are made part of this bid.

We undertake, if our bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our bid is accepted, we undertake to provide a performance security in the form, in the amounts, and within the times specified in the Bidding Documents.

We agree to abide by this Bid for a period of *[number]* days from the date fixed for submission of bids as stipulated in the bidding documents, and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.

Until a formal contract is prepared and executed between us, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding contract between us.

Dated this \_\_\_\_\_ day of \_\_\_\_\_,

\_\_\_\_\_  
*[signature]*

\_\_\_\_\_  
In the capacity of *[position]*

Duly authorized to sign this bid for and on behalf of \_\_\_\_\_  
(Name of Bidder)



### Schedule of Prices

Item No.	Description	Unit	Quantity	Currency	FOB Price		Transportation Cost		C & F Price
					Unit Rate	Amount	Unit Rate	Amount	
1	<b>Underground Cables, 0.6/1 kV</b>								
1.1	Cable, 3x35/16 mm <sup>2</sup>	km	20						
1.2	Cable, 3x50/25 mm <sup>2</sup>	km	25						
1.3	Cable, 3x70/35 mm <sup>2</sup>	km	50						
1.4	Cable, 3x95/50 mm <sup>2</sup>	km	20						
1.5	Cable, 3x120/70 mm <sup>2</sup>	km	15						
1.6	Cable, 3x185/95 mm <sup>2</sup>	km	5						
1.7	Cable, 3x240/120 mm <sup>2</sup>	km	5						
1.8	Cable, 3X300/150 mm <sup>2</sup>	km	5						

Signature of Bidder \_\_\_\_\_

Note: In case of discrepancy between unit price and total, the unit price shall prevail.

## 2. Bid Security Form

Project Name

To: ETHIOPIAN ELECTRIC POWER CORPORATION  
P.O.Box 1233  
DEGUALLE SQUARE  
ADDIS ABABA  
ETHIOPIA

WHEREAS [*name of Bidder*] (hereinafter called “the Bidder”) has submitted its Bid dated [*date of Bid*] for the performance of the above-named Contract (hereinafter called “the Bid”)

KNOW ALL PERSONS by these present that WE [*name of bank*] of [*address of bank*] (hereinafter called “the Bank”), are bound unto [*name of Purchaser*] (hereinafter called “the Purchaser”) in the sum of [*amount*], for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents.

Sealed with the Common Seal of the said Bank this \_\_\_\_\_ day of \_\_\_\_\_ 200\_\_.

THE CONDITIONS of this obligation are:

1. If the Bidder
  - (a) withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or
  - (b) does not accept the correction of errors in accordance with the Instructions to Bidders; or
2. If the Bidder, having been notified of the acceptance of its Bid by the Purchaser during the period of bid validity:
  - (a) fails or refuses to execute the Contract Form, if required; or
  - (a) fails or refuses to furnish the performance security, in accordance with the Instructions to Bidders;

we undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including thirty (30) days after the period of bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

---

[Signature of the bank]

### 3. Contract Form

THIS CONTRACT AGREEMENT is made the \_\_\_\_\_ day of \_\_\_\_\_, 200\_.

BETWEEN ETHIOPIAN ELECTRIC POWER CORPORATION, a corporation incorporated under the laws of Ethiopia and having its principal place of business at Degualle Square, P.O.Box 1233, Addis Ababa, Ethiopia (hereinafter called "the Purchaser") of one part and *[name of Supplier]*, a corporation incorporated under the laws of *[country of Supplier]* and having its principal place of business at *[address of Supplier]* (hereinafter called "the Supplier") of the other part.

WHEREAS the Purchaser invited bids for certain goods and ancillary services, viz., *[brief description of goods and services]* and has accepted a bid by the Supplier for the supply of those goods and services in the sum of *[contract price in words and figures]* (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSES AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this agreement, viz.:
  - (a) the Bid Form and the Price Schedule submitted by the Bidder;
  - (b) the Schedule of Requirements;
  - (c) the Technical Specifications;
  - (d) the General Conditions of Contract;
  - (e) the Special Conditions of Contract; and
  - (f) the Purchaser's Notification of Award.
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services 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 WHEREOF the parties hereto have caused this Agreement to be duly executed in accordance with their respective laws the day and year first above written.

Signed by, for and on behalf of the Purchaser

\_\_\_\_\_  
*[Signature]*

\_\_\_\_\_  
*[Title]*

in the presence of \_\_\_\_\_

Signed by, for and on behalf of the Supplier

\_\_\_\_\_  
*[Signature]*

\_\_\_\_\_  
*[Title]*

in the presence of \_\_\_\_\_

## 4. Performance Security Form

Project name

To: ETHIOPIAN ELECTRIC POWER CORPORATION  
P.O.Box 1233  
DEGUALLE SQUARE  
ADDIS ABABA  
ETHIOPIA

Dear Ladies and/or Gentlemen,

WHEREAS *[name of Supplier]* (hereinafter called “the Supplier”) has undertaken, in pursuance of Contract No. *[reference number of contract]* dated \_\_\_\_\_ 200 \_\_ to supply *[description of goods and services]* (hereinafter called “the Contract”).

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

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

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of *[amount of guarantee in words and figures]*, and we undertake to pay you, upon your first written demand declaring the Supplier 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 \_\_\_\_\_ 200\_\_.

Signature and seal of the Guarantors

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*[date]*

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*[address]*

## 5. Manufacturer's Authorization Form

**TENDER FOR: DISTRIBUTION EXTENSION & MAINTENANCE PROGRAMS**  
**SUPPLY & Delivery of Distribution materials**  
**Bid No. DIST 1/2002,**  
**L.V Underground Cables, 0.6/1 kV**

TO: [NAME OF TENDERER]

We, (name of manufacturer), a manufacture duly organized under the laws of (name of country) and having its principal office of business at (address of manufacturer), hereby make, constitute and appoint (name of tenderer), a company duly organized under the laws of (country of tender) and having its principal office of business at (address of tenderer), to be our true and lawful attorney-in-fact to do the following sets and deeds:

To present and bind us in the tendering for the program for supply of the following materials proposed in the tender which we manufacture or produce and provide services related thereto, if any.

<u>Item No.</u>	<u>Name of Item</u>	<u>Unit</u>	<u>Quantity</u>	<u>Notes</u>
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In testimony whereof, we have hereunto signed this document this \_\_\_\_\_ the day of \_\_\_\_\_, 200\_\_\_\_.

\_\_\_\_\_  
[Signature]  
[Name of signer]  
[Title of signer]  
[Name of Tenderer]