

African Union Commission

Upgrading of Fence and Construction of security Watch Tower

Procurement Number: AUC/AFMD/ST/W- /2017

Date of Issue: *July 12, 2017*

Table of Contents

Section I. Request for Bids	2
Section II: Bidding Procedures	3
Bid Submission Sheet	6
Section III: Statement of Requirements	7
Scope of Works	7
Specifications and Drawings	7
Bill of Quantities for Unit Price Contracts	8
Schedule of Activities for Lump Sum Contracts	9
Section IV: Form of Contract	12
Section V. Conditions of Contract	16
Section VI. Contract Data	30
Section VII. Bank Guarantee Form for Advance Payment	33

Section I. Request for Bids

Procurement Number: - AUC/AFMD/ST/W-018/2016

July 12, 2017

Dear Sirs,

Upgrading of Fence and Construction of security Watch Tower

The Employer indicated above invites your bid for the c Upgrading of Fence and Construction of security Watch Tower.

This procurement process will be conducted in accordance with the Procurement of Works under open Bidding procedures in accordance with the Financial Regulations and Procurement Procedures of the Commission of the African Union, and the procedures described in Section II: Bidding Procedures.

The Works required in this contracts are described in the detail bill of quantities (BOQ) attached in Section III - Statement of Requirements.

Any resulting contract shall be subject to the terms and conditions detailed in Section IV: Contract.

Any clarifications required should be addressed to

The Chairperson, Tender Board,

African Union Commission,

Building C, 3rd floor,

Roosevelt Street.

Telephone number (+251) 11 5517700 Ext 4371

P. O. Box 3243

Please prepare and submit your bid in accordance with the instruction in Section II: Bidding Procedures or inform the undersigned if you will not be submitting a bid.

Yours sincerely,

Carine Toure Yemitia (Mrs)

Head Procurement, Travel and Stores Division

African Union Commission

Section II: Bidding Procedures

Procurement Number: AUC/AFMD/ST/W/2017

Preparation of Bids: You are advised to carefully read the complete Bidding Document, including the Contract Data in Section IV. Contract, before preparing your bid.

Documents Comprising the Bid: You are requested to Bid for the Works by completing, signing and returning:

1. the Bid Submission Sheet in this Section II;
2. the Bill of Quantity or the Activity Schedule provided in Section III;
3. the documents evidencing your eligibility, as listed below;

Eligibility Criteria: Bidders are required to meet the following criteria to be eligible to participate in the procurement:

1. have the legal capacity to enter into a contract;
2. not be insolvent, in receivership, bankrupt or being wound up or subject to legal proceedings for any of these circumstances;
3. not have had business activities suspended by any national authority;
4. have fulfilled any obligations to pay taxes and social security contributions within the Country specified for performance of the Works;
5. not to have any conflict of interest in relation to this procurement requirement; and
6. Not subject to suspension by the Commission of the African Union.

Documents Evidencing Eligibility: You are requested to submit copies of the following documents as evidence of your eligibility:

1. Valid trading license and grade 5 and above building/civil contractors.
2. valid certificate of registration or equivalent;
3. current tax clearance certificate;
4. General Experience under contracts in the role of contractor, subcontractor, or management contractor for at least the last five (5) years prior to the applications submission deadline, and with activity in at least nine (9) months in each year.
5. Submission of audited balance sheets or financial statements acceptable to the Employer, for the last three (3) years to demonstrate the current soundness of the bidders' financial position and its prospective long term profitability.
6. Minimum average annual turnover of two times the contract amount, calculated as total certified payments received for contracts in progress or completed, within the last three (3) years.

Section III: Statement of Requirements

Technical Requirements: The Works are defined in Section III, Bill of quantities (BOQ).

Bid Prices: In completing the Bid Form, the Bidder shall note in particular the provisions of Clause 22 of the Conditions of Contract in respect of Taxes and Duties. Prices should be quoted excluding sales or value added tax and any other duties or taxes on major equipment, materials, fittings and fixtures that are subject to the African Union exemption on payment of duties and taxes. The whole cost of performing the works shall be included in the items stated and the cost of any incidental works shall be deemed to be included in the prices quoted.

Currency: Bids must be priced in *Ethiopia Birr (ETB)* and all payments shall be made in the currency of the Bid.

Validity of Bids: The bid validity required is *ninety (90) calendar days* after the deadline for bids.

Sealing and marking of Bids: Bids should be sealed in a single envelope, clearly marked with the Procurement Number above. Envelopes should be sealed in such a manner that opening and resealing cannot be achieved undetected.

Submission of Bids: Bids should be submitted to the address below, no later than the date and time of the deadline below. Bids received after the deadline will be rejected.

Date of deadline: *August 11, 2017*

Time of deadline: at or before 3:00PM Addis Time

Address:

- *The Chairperson, Tender Board,*
- *African Union Commission,*
- *Building C, 3rd floor,*
- *Roosevelt Street.*
- *Telephone number (+251) 11 5517700 Ext 4341*
- *P. O. Box 3243*

Opening of Bids: Bids will be opened by the Employer immediately after the deadline. Bidders' representatives are permitted to attend the opening of bids and may obtain a copy of the Record of Bid Opening on application.

Opening of Bids 3:30PM Addis Time At the address below

- *African Union Commission,*
- *Building C, 3rd floor, AHRM meeting room*
- *Roosevelt Street.*

Evaluation of Bids: The evaluation of bids will use the following methodology:

1. Preliminary examination to determine eligibility (as defined below) and administrative compliance to this Request for Bids on a pass/fail basis;
2. Detailed evaluation to determine commercial and technical responsiveness;

Section III: Statement of Requirements

3. Financial comparison to determine the evaluated price of bids and to determine the lowest evaluated cost bid. Any arithmetic errors in a bid will be corrected by the Employer as follows:
 - (a) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern;
 - (b) where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern, unless in the opinion of the Employer there is an obviously gross misplacement of the decimal point in the unit rate, in which case the line item total as quoted will govern, and the unit rate will be corrected.
 - (c) The amount stated in the Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, the Bid will be rejected.

Bids failing any stage will be eliminated and not considered in subsequent stages.

Lowest Evaluated Cost Bid: The lowest evaluated cost bid shall be the lowest priced bid, which is eligible and substantially responsive to the commercial and technical requirements of the Employer and shall be recommended for award of contract.

Award of contract: Award of contract shall be by placement of a contract in accordance with Section IV: Contract, Section VI: General Conditions of Contract and Section VII: Special Conditions of Contract.

Right to Reject: The Employer reserves the right to accept or reject any bid or to cancel the bidding process and reject all bids at any time prior to contract award.

Advance Payments: Any advance payment required by a Supplier and agreed by the Employer, will not be made until an Advance Payment Security in the format attached is received by the Employer. However for this contract the Commission not give advance payment.

Bid Security:-The Bidder shall furnish a bid security (issued by bank) in the amount of *20,000.00 ETB in the form of CPO or bank guarantee*

Section III: Statement of Requirements

Bid Submission Sheet

{Complete this form with all the requested details and submit it as the first page of your bid. Ensure that your bid is authorised in the signature block below. If any documentation is attached, a signature and authorisation on this form will confirm that the terms and conditions of this bidding document prevail over any attachments. If your bid is not authorised, it may be rejected.}

Bid Addressed to (Employer):	
Date of Bid:	
Procurement Number:	
Subject of Procurement:	

We offer to provide the Works detailed in the Statement of Requirements, in accordance with the terms and conditions stated in your Request for Bids referenced above.

We confirm that we are eligible to participate in procurement and meet the eligibility criteria specified in Section II: Bid Procedures of your Request for Bids.

The validity period of our bid is: _____ days/weeks/months from the time and date of the submission deadline.

We confirm that the rates quoted in the Bills of Quantities [**or** prices in the Activity Schedule] are fixed and firm for the duration of the validity period and will not be subject to revision or variation.

We understand that you are not bound to accept the lowest or any bid you may receive.

Works will commence within _____ days/weeks/months from date of Contract.

Works will be completed within _____ days/weeks/months from date of Contract.

Dated this _____ day of _____ 20_____.

[signature]

[in the capacity of]

Duly authorised to sign Bid for and on behalf of _____

Section III: Statement of Requirements

Scope of Works

Procurement Number:

AUC/AFMD/ST/W-018/2016

Brief Description of Works

The construction work involves Construction of main gate and obsolete items shade in the AUC compound and at the main gate. Therefore the contractors are responsible to supply all construction materials as per the standards and specifications indicated in the bill of quantities

Location of Works

Addis Ababa Ethiopia in the African house Compound

Commencement and Completion Periods Required

- *Commencement days = one week after contract signing*
- *Completion period = one and half months after contract signing*

Specifications and Drawings

The Works are to be performed in accordance with the BoQ attached in the bidding document

Bill of Quantities for Unit Price Contracts

Specification & Bill of Quantities for Upgrading of Africa House Fence

No	Description	Unit	Total cost
1	BLOCK WORK	BIRR	
2	CONCRETE WORK	BIRR	
3	FINISHING	BIRR	
4	BARBAED WIRE	BIRR	
	SUB TOTAL	BIRR	
	TOTAL	BIRR	
	15% VAT	BIRR	
	TOTAL Inc. VAT	BIRR	
	10% Contengency	BIRR	
	GRAND TOTAL	BIRR	

Signature: _____ Name: _____

Position: _____ Date: _____
(DD/MM/YY)

Authorised for and on behalf of:

Company: _____

Specification & Bill of Quantities For Upgrading of Africa House Fence

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	1. BLOCK WORK				
1.1	400mmx200mmx200mm hollow concrete block work with cement; sand mortar ratio 1;3 to rais the East side of theboundary fence by 1.2 meter. The new heigt extension of the wall shall be flushed to the external part.	m ²	200.00		
	TOTAL CARRIED TO SUMMARY				
	<u>2. CONCRETE WORK</u>				
2.1	Reinforced concrete intermediate tie beam and column in adistance of every 3 meter interval in C-25 with minimum cement of 360 kg/m3 vibrated around steel reinforcement. Price includes chisling of the existing surface for proper bondage.(steel reinforcement measured separately)	m ³	20.00		
2.2	Mild Ø 12mm reinforcement bar according to structural drawings, price includes cutting,bending,placing in position and tying wire. Bars should be free from coatings such as oil and mortar before they are placed.				
	Ø12mm	kg	1,186.00		
	Ø6mm stirrup	kg	220.00		
2.3	Provide wooden form works to the intermidiate tie beam and columns.	m ²	120.00		

Section III: Statement of Requirements

	TOTAL CARRIED TO SUMMARY				
	<u>3. FINISHING</u>				
3.1	Provide and apply three coats of plastering in cement mortar mix ratio 1:3 for internal and external HCB wall and concrete beam surfaces.	m ²	560.00		
3.2	Provide 300mm wide cement: sand ratio 1:3 mortar coping to the HCB wall.	mL	164.00		
	TOTAL CARRIED TO SUMMARY				
	<u>4. BARBED WIRE</u>				
4.1	Install approved quality Ø 600mm of zinc coated security/ protection barbed wire on the top of the fence. The barbed wire must be supported with properly coated 40 x40mm angle iron and anchored in the concrete column with	mL	282.00		
4.2	Install approved quality electrical charged alarming security/ protection barbed wire on the top of the fence. The electrical security protection barbed wire must have back up battery in case of power failur.	mL	182.00		
	TOTAL CARRIED TO SUMMARY				

Authorised By:

Signature: _____ Name: _____

Position: _____ Date: _____

Authorised for and on behalf of:

Company: _____

Summary of Bill of Quantities for Construction of
Security Watch Tower

No	Description	Unit	Total cost
1	EXCAVATION	BIRR	
2	CONCRETE WORK	BIRR	
3	BLOCK WORK AND PLASTERING	BIRR	
4	WINDOW FRAMES AND DOORS	BIRR	
5	ROOFING	BIRR	
6	FINISHING	BIRR	
7	ELECTRICAL	BIRR	
	SUB TOTAL	BIRR	
	TOTAL	BIRR	
	15% VAT	BIRR	
	TOTAL Inc. VAT	BIRR	
	10% Contengency	BIRR	
	GRAND TOTAL	BIRR	

Specification & Bill of Quantities for Construction of Security Watch Tower

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	1. EXCAVATION				
1.1	Bulk excavation to a depth an average 600mm from the natural ground level.	m ³	19.00		-
1.2	Cart away the excavated material	m ³	19.00		
1.3	Backfill and compact coarse grain selected materials in 200mm layer.	m ⁴	19.00		
	TOTAL CARRIED TO SUMMARY				-
	2. CONCRETE WORK				
2.1	Reinforced concrete to strap footing, columns, beams and suspended slab in C-25 with minimum cement of 360 kg/m ³ vibrated around steel reinforcement. (steel reinforcement measured separately)	m ³	11.00		
2.2	Mild 10mm reinforcement bar according to structural drawings to be provided by the supervisor, price includes cutting, bending, placing in position and tying wire. Bars should be free from coatings such as oil and mortar before they are placed.				-
	Ø 12mm	kg	910.00		
	Ø 10mm	kg	260.00		
	Ø 6mm	kg	70.00		
2.3	Provide wooden form works to the Mat foundation, columns, beams and suspended slab.	m ²	105.00		
	TOTAL CARRIED TO SUMMARY				-

	<u>3. BLOCK WORK AND PLASTERING</u>				
3.1	400mmx200mmx100mm hollow concrete block work with cement; sand mortar ratio 1;3	m ²	17.00		-
3.2	Apply three coats of plastering in cement mortar mix ratio 1:3 for internal and external HCB wall and concrete beam surfaces and soffit.	m ²	150.00		-
3.3	Apply 50mm thick cement screed for floor finish.	m ²	19.00		
	TOTAL CARRIED TO SUMMARY				-
	<u>4. WINDOW FRAMES AND DOORS</u>				
4.1	Install fixed window frames fabricated from 28mmx 28mm x 1mm L T Z iron profile of size 1200mmx900mm.	pcs	9.00		
4.2	Install half glazed metal doors fabricated from 28mmx 28mm x 1mm L T Z iron profile of size 2100mmx700mm.	pcs	3.00		
4.3	Install hand rail fabricated from 40mmx40mmx2mm RHS to the staircase and verandah.	mL	33.00		
	TOTAL CARRIED TO SUMMARY				
	<u>5. ROOFING</u>				
5.1	Supply and fix pre- painted CIS roof cover as per the drawing .Price includes the wooden trusses and butten.	m ²	24.00		
5.2	Provide chipwood ceiling to the interior of the wach tower	m ²	5.00		
	TOTAL CARRIED TO SUMMARY				
	<u>6. FINISHING</u>				
6.1	Apply three coats of water paint to the plastered surface of the watch tower.	m ²	150.00		

Section IV: Form of Contract

6.2	Supply and fix 4mm thick clear glass to the fixed window frames and the doors.	m²	10.00		
	TOTAL CARRIED TO SUMMARY				
	<u>7. ELECTRICAL WORKS</u>				
7.1	Supply and install with all necessary Accessories for each tour				
7.1.1	18 watt/220V fluorescent lamp complete set for out door	Pcs	6.00		
7.1.2	8 watt /220V LED lamp for indoor	Pcs	3.00		
7.1.3	flash mount Triple switch	Pcs	3.00		
7.1.4	16 Ampere/220V flash mount socket	Pcs	3.00		
7.1.5	power supply and distribution PVC cable 3X2.5mm²	mL	100.00		
	TOTAL CARRIED TO SUMMARY				

Section IV: Form of Contract

AGREEMENT

This Agreement is made the _____ day of _____ 20 _____, between _____ [insert name and address of Employer] (hereinafter called “the Employer”) and _____ [insert name and address of Contractor] (hereinafter called “the Contractor”) of the other part.

Whereas the Employer is desirous that the Contractor execute _____ [insert name and Procurement Number of Contract] (hereinafter called “the Works”) and has accepted the Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

Now this Agreement witnesseth as follows:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement in the listed order of precedence, viz:
 - (a) Agreement;
 - (b) Contract Data;
 - (c) Conditions of Contract;
 - (d) Specifications;
 - (e) Drawings;
 - (f) Contractors Bid including the priced Bill of Quantities (or Activity Schedule);
 - (g) Employer’s Letter of Acceptance and
 - (h) any other documents listed in the Contract Data as forming part of the Contract.
3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price of _____ [insert currency and amount] 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 thereto have caused this Agreement to be executed the day and year first above written.

Signed, Sealed, and Delivered by :

-----for the Employer

-----for the Contractor

Section V. Conditions of Contract

Table of Clauses

- 1. Definitions 17
- 2. Language and Law 19
- 3. Communications 19
- 4. Subcontracting and Other Contractors 19
- 5. Personnel 19
- 6. Contractor’s Risk 19
- 7. Insurance 19
- 8. Contractor to Construct the Works 21
- 9. The Works to be Completed by the Completion Date 21
- 10. Safety 21
- 11. Program 21
- 12. Extension of the Completion Date 21
- 13. Delays Ordered by the Employer 21
- 14. Early Warning 21
- 15. Correction of Defects 22
- 16. Uncorrected Defects 22
- 17. Bill of Quantities 22
- 18. Changes in the Quantities 22
- 19. Payment Certificates 22
- 20. Payments 23
- 21. Compensation Events 23
- 22. Tax 24
- 23. Liquidated Damages 24
- 24. Advance Payment 24
- 25. Retention Money 25
- 26. Dayworks 25
- 27. Cost of Repairs 26
- 28. Completion and Take Over 26
- 29. Final Account 26
- 30. Termination 26
- 31. Payment Upon Termination 28
- 32. Property 29
- 33. Release from Performance 29
- 34. Resolution of Disputes 29

Conditions of Contract

1. Definitions

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

“Activity Schedule” means the priced and completed Activity Schedule forming part of the Bid for a Lump Sum Contract.

“Bill of Quantities” means the priced and completed Bill of Quantities forming part of the Bid for an admeasurement Contract..

“Compensation Events” are those defined in Clause 21 hereunder.

“The Completion Date” is the date of completion of the Works as certified by the Project Manager, in accordance with Sub-Clause 28.

“The Contract” is the Contract between the Employer and the Contractor to execute, complete, and maintain the Works. The name and identification number of the Contract is given in the Contract Data.

“The Contractor” is the person or corporate body named in the Contract Data whose Bid to carry out the Works has been accepted by the Employer.

“The Contractor’s Bid” is the completed bidding document submitted by the Contractor to the Employer.

“The Contract Price” is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.

“The Country specified for performance of the Works” is the Country defined in the Contract Data.

“Dayworks” are additional, varied work inputs subject to payment on a time basis for the Contractor’s employees and Equipment, in addition to payments for associated Materials and Plant.

“Days” are calendar days; “Months” are calendar months.

“A Defect” is any part of the Works not completed in accordance with the Contract.

“The Defects Liability Period” is the period named in the Contract Data and calculated from the Completion Date.

“Drawings” include calculations and other information

provided or approved by the Employer for the execution of the Contract.

“Equipment” is the Contractor’s machinery and vehicles brought temporarily to the Site to construct the Works.

“The Initial Contract Price” is the Contract price listed in the Employer’s Letter of Acceptance.

“The Employer”, as specified in the Contract Data, is the party who employs the Contractor to carry out the Works.

“The Project Manager” is the person named in the Contract Data (or any other competent person appointed by the Employer and notified to the Contractor, to act in replacement of the Project Manager) who is responsible for supervising the execution of the Works and administering the Contract

“The Required Completion Date” is the date on which it is required that the Contractor shall complete the Works. The Required Completion Date is specified in the Contract Data. The Completion Date may be revised only by the Employer by issuing an extension of time or an acceleration order.

“Materials” are all supplies, including consumables, used by the Contractor for incorporation in the Works.

“The Site” is the area defined as such in the Contract Data.

“Specification” means the Specification of the Works included in the Contract and any modification or addition made or approved by the Employer.

“The Start Date” is given in the Contract Data. It is the latest date when the Contractor shall commence execution of the Works. It does not necessarily coincide with any of the Site Possession Dates.

“A Subcontractor” is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract, which includes work on the Site.

“Temporary Works” are works designed, constructed, installed and removed by the Contractor that are needed for construction or installation of the Works.

“A Variation” is an instruction given by the Project Manager with the approval of the Employer which varies the original Work requirement.

“The Works” are what the Contract requires the Contractor to construct, install, and turn over to the Employer, as defined in

- the Contract Data
- 1.2** This shall be a “Unit Price Contract based on Priced Bill of Quantities”/”Lump Sum Contract” based on priced Activity Schedule”, as specified in the Contract Data.
- 2. Language and Law** **2.1** The language of the Contract is English and the law governing the Contract is International Law.
- 3. Communications** **3.1** Communications between parties that are referred to in the Conditions shall be effective only when in writing. A notice shall be effective only when it is delivered.
- 4. Subcontracting and other contractors** **4.1** The Contractor may subcontract with the approval of the Project Manager, but may not assign the Contract without approval of the Employer in writing. Subcontracting shall not alter the Contractor’s obligations. Not more than 50% of the work may be sub-contracted. The Contractor shall co-operate and share the Site with other contractors, public authorities, utilities, and the Employer.
- 5. Personnel** **5.1** The Contractor shall employ the key personnel named in the Schedule of Key Personnel, referred to in the Contract Data, to carry out the functions stated in the Schedule of other personnel approved by the Project Manager. The Project Manager will approve any proposed replacement of key personnel only if their relevant qualifications and abilities are substantially equal to or better than those of the personnel listed in the Schedule.
- 5.2** If the Project Manager asks the Contractor to remove a person who is a member of the Contractor’s staff or work force, stating valid reasons, the Contractor shall ensure that the person leaves the Site within 72 hours and has no further connection with the work in the Contract.
- 6. Contractor’s Risks** **6.1** From the Starting Date until the Defects Correction Certificate has been issued, the risks of personal injury, death, and loss of or damage to property (including, without limitation, the Works, Plant, Materials, and Equipment) Contractor’s risks and adjacent property.
- 7. Insurance** **7.1** The Contractor shall provide written evidence of appropriate commercial insurance cover, for at least the amounts stated in the Contract Data for the following events which are due to the Contractor’s risks:
- (a) loss of or damage to the Works, Equipment, Plant and Materials;
 - (b) loss of or damage to property (except the Works, Plant,

Materials, and Equipment) in connection with the Contract;
and

(c) personal injury or death and Third Party liability.

- 7.2** Policies and certificates for insurance shall be delivered by the Contractor to the Project Manager for approval within 15 days of receipt by the Contractor of the Employer's Notice of Acceptance. All such insurance shall provide for compensation required to rectify the loss or damage incurred. If the Contractor fails to provide the required certificates, the contract shall be considered as annulled. However, the Employer at its discretion may decide to extend the period for submission of insurance certificates or take out the insurance and deduct the cost of premiums from the Contractor's earnings.
- 7.3** Alterations to the terms of an insurance policy shall not be made without the approval of the Employer.

involved in the work and in carrying out any resulting instruction of the Project Manager

15. Correction of Defects

15.1 The Project Manager shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion, and is defined in the Contract Data. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.

15.2 Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Project Manager's notice.

16. Uncorrected Defects

16.1 If the Contractor has not corrected a Defect within the time specified in the Project Manager's notice, the Project Manager will assess the cost of having the Defect corrected, and the Contractor will pay this amount, or the Employer shall recuperate these amounts by deduction from the amounts due to the Contractor.

17. Bill of Quantities

17.1 The Bill of Quantities (for lump-sum Contracts, the entire Clause 17 shall be replaced with a new Clause as indicated in the Contract Data) shall contain items for the construction, installation, testing, and commissioning work to be done by the Contractor. For Lump Sum contracts, payment activities schedule shall be listed.

17.2 The Bill of Quantities is used to calculate the Contract Price. The Contractor is paid for the quantity of the work actually done at the rate of the Bill of Quantities for each item.

18. Changes in the Quantities

18.1 If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than 25 percent, provided the change exceeds 1 percent of the Initial Contract Price, the Project Manager shall adjust the rate to allow for the change. (For lump-sum contracts, this clause shall be substituted by a new clause as indicated in Contract Data).

19. Payment Certificates

19.1 The Contractor shall submit to the Project Manager monthly statements of the estimated value of the work executed less the cumulative amount certified previously.

19.2 The Project Manager shall check the Contractor's executed work and certify the amount to be paid to the Contractor.

19.3 The value of work executed shall be determined by the Project Manager.

19.4 The value of work executed shall comprise the value of the

quantities of the items in the Bill of Quantities completed. (For lump sum contracts, this Clause shall be substituted by a new Clause as indicated in the Contract Data).

19.5 The value of work executed shall include the valuation of Variations and Compensation Events.

20. Payments

20.1 Payments shall be adjusted for deductions for advance payments and retention. The Employer shall pay the Contractor the amounts certified by the Project Manager within 45 days of the date of each certificate. If the Employer makes a late payment, the Contractor shall be paid interest on the late payment in the next payment. Interest shall be calculated from the date by which the payment should have been made, up to the date when the late payment is made, at the rate of interest prevailing at the local banks for construction loans.

20.2 Items of the Works for which no rate or price has been entered in will not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.

21. Compensation Events

21.1 The following shall be Compensation Events:

- (a) The Employer does not give access to a part of the Site by the Site Possession Date stated in the Contract Data.
- (b) The Project Manager orders a delay or does not issue Drawings, Specifications, or instructions required for execution of Works on time.
- (c) The Project Manager instructs the Contractor to uncover or to carry out tests upon completed work, which is then found to have no Defects.
- (d) Other contractors, public authorities, utilities, or the Employer cause delay or extra cost to the Contractor.
- (e) The advance payment is delayed.
- (f) The Project Manager unreasonably delays issuing a certificate of completion.
- (g) Any other events as stipulated in the Contract Data.

If such an event occurs, then the Contract Price shall be equitably adjusted.

22. Taxes and Duties

- 22.1** The African Union and its subsidiary organs are exempted from all direct taxes, and are exempted from customs duties in respect of articles imported or exported for its official use in conformity with the General Convention on Privileges and Immunities. Accordingly the Contractor authorises the Commission of the African Union (AUC) to deduct from payments any amount representing such taxes or duties charged to the African Union by the Contractor. In the event that any taxing authority refuses to accept the African Union's exemption from such taxes or duties, the Contractor shall immediately consult with the AUC.
- 22.2** The Contractor is liable for all other taxes and duties in accordance with the laws of the Country specified for performance of the Works.
- 22.3** A Contractor shall be responsible for obtaining exemption for the African Union of all such taxes, duties, license fees, etc., incurred during performance of the Works, unless otherwise agreed in writing by the AUC.

23. Liquidated Damages

- 23.1** The Contractor shall pay liquidated damages to the Employer at the rate per day stated in the Contract Data for each day that the Completion Date is later than the Required Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the Contract Data. The Employer may deduct liquidated damages from any payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's liabilities.

24. Advance Payment

- 24.1** The Employer shall make advance payment to the Contractor of the amounts stated in the Contract Data after the Contractor has:
- (i) delivered to the site construction equipment and/or materials for initiating the work, and
 - (ii) submitted the Advance Payment Guarantee.
- 24.2** The Contractor is to use the advance payment only to pay for Equipment, materials and other expenses required specifically for carrying out the works. The Contractor shall demonstrate that advance payment has been used in this way by supply of copies of invoices or other documents to the Project Manager.
- 24.3** The advance payment shall be repaid by deducting proportionate amounts from payments otherwise due to the Contractor, to be recovered within one half of the completion period.

25. Retention Moneys

25.1 An amount, specified in the Contract Data, will be retained from each payment to the Contractor to assure performance of the work. This money will be paid out to the contractor upon completion and acceptance of the work and within 15 days of the issue by the Project Manager of the Defects Liability Certificate.

26. Dayworks

26.1 If applicable, the Dayworks rates in the Contractor's Bid shall be used for small additional amounts of work only when the Project Manager has given written instructions in advance for additional work to be paid for in that way.

26.2 All work to be paid for as Dayworks shall be recorded by the Contractor on forms approved by the Project Manager. Each completed form shall be verified and signed by the Project Manager within two days of the work being done.

26.3 The Contractor shall be paid for Dayworks as work is performed subject to obtaining signed Dayworks forms.

- 27. Cost of Repairs** **27.1** Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.
- 28. Completion and Taking Over** **28.1** The Contractor shall request the Project Manager to issue a certificate of completion of the Works, and the Project Manager will issue such a certificate when he determines that the work is satisfactorily completed. The Employer shall take over the site and the works within seven days of the Project Manager's issuing of a certificate of completion.
- 29. Final Account** **29.1** The Contractor shall supply the Project Manager with a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Project Manager shall issue a Defects Liability Certificate and certify any final payment that is due to the Contractor within 30 days of receiving the Contractor's account if it is correct and complete. If it is not, the Project Manager shall issue within 30 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Project Manager shall decide on the amount payable to the Contractor and issue a payment certificate.
- 30. Termination** **30.1** The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.
- 30.2** Fundamental breaches of Contract shall include, but shall not be limited to, the following:
- (a) the Contractor stops work for 15 days when no stoppage of work is shown on the current Program and the stoppage has not been authorised by the Project Manager;
 - (b) the Project Manager instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within 15 days; or agreement reached on payments due contractor for cost of delay;
 - (c) the Employer or the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
 - (d) a payment certified by the Project Manager is not paid by the Employer to the Contractor within 60 days of the date of the Project Manager's certificate;
 - (e) the Project Manager gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within 30 days determined by the Project Manager;

- (f) the Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as defined in the Contract Data.
- (g) if the Contractor, in the judgement of the Employer has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for or in executing the Contract.

For the purpose of this paragraph:

“corrupt practice”¹ is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;

“fraudulent practice”² is any act or omission including a misrepresentation that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

“collusive practice”³ is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

“coercive practice”⁴ is impairing or harming or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

“obstructive practice” is deliberately destroying, falsifying, altering or concealing of evidence material to any investigation or making false statements to investigators in order to materially impede any investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation;

30.3 When either party to the Contract gives notice of a breach of Contract to the Project Manager for a cause other those listed

¹ “another party” refers to an officer of the AU acting in relation to the procurement process or contract execution. In this context, “officer of the AU” includes staff and employees of other organisations taking or reviewing procurement decisions.

² a “party” refers to any officer of the AU; the terms “benefit” and “obligation” relate to the procurement process or contract execution; and the “act or omission” is intended to influence the procurement process or contract execution.

³ “parties” refers to any participants in the procurement process (including officers of the AC) attempting to establish bid prices at artificial, non competitive levels.

⁴ a “party” refers to any participant in the procurement process or contract execution.

under Sub-Clause 30.2 above, the Project Manager shall decide whether the breach is fundamental or not.

30.4 Notwithstanding the above, the Employer may terminate the Contract for convenience by giving the Contractor a thirty-day notice in writing.

30.5 If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site within 15 days of the completion of the notice period.

31. Payment upon Termination

31.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Project Manager shall issue a certificate for the value of the work done and Materials ordered less advance payments received up to the date of the issue of the certificate and less the percentage to apply to the value of the work not completed, as indicated in the Contract Data. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be a debt payable to the Employer.

31.2 If the Contract is terminated for the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Project Manager shall issue a certificate for the value of the work done, Materials ordered, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works, and less advance payments received up to the date of the certificate.

- 32. Property** **32.1** All Materials and Construction Equipment on the Site, Plant, Temporary Works, and Works shall be deemed to be the property of the Employer if the Contract is terminated because of the Contractor's default.
- 33. Release from Performance** **33.1** If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of either the Employer or the Contractor, the Project Manager shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards for which an agreement has been reached.
- 34. Resolution of Disputes** **34.1** The Employer and the Contractor shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract. If after thirty (30) days from the commencement of such informal negotiations, the Employer and the Contractor have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to three independent qualified experts, one chosen by the Employer and one chosen by the Contractor and the third chosen by an appropriate professional body, such as the Chamber of Commerce. The three should arrive at a solution satisfactory to the Employer and the Contractor. In case of further disagreement either party can take the matter to arbitration in accordance with the Law governing the Contract. The place where arbitration will take place will be stated in the Contract Data.

Section VI. Contract Data

Procurement Number: _____

Condition of Contract Clause Number	Contract Data
CC Clause 1.1	<p>Contract: The Name and Procurement Number of the Contract AUC/AFMD/ST/W/2016</p> <p>Contractor: The Contractor is: -----</p> <p>Country specified for performance of the Works: The Country specified for performance of the Works is <i>Addis Ababa, Ethiopia</i>].</p> <p>Defects Liability Period: The Defects Liability Period is <i>365days</i>.</p> <p>Employer: The Employer is: <i>the Africa Union Commission</i></p> <p>Project Manager: The Project Manager shall be decided in the contract agreement</p> <p>Required Completion Date: The Required Completion Date shall be <i>45 calendar days after contract signing</i></p> <p>Site: The Site is located at <i>Africa house compound Addis Ababa</i></p> <p>Start Date: The Start Date shall be <i>one week after contract signing</i></p> <p>Works: The Works consist of: <i>Construction of Security Watch Tower and Specification & upgrading of Africa House Fence. Therefore the contractors are responsible to supply all construction materials as per the standards and specifications indicated in the bill of quantities</i></p>
CC Clause 1.2	This contract shall be a Unit Priced Contract based on Priced Bills of Quantities based on a priced Activity Schedule
CC Clause 5.1	<p>The following documents are also part of the Contract:</p> <ul style="list-style-type: none"> • <i>Physical work plan</i> • The Schedule of Key Personnel
CC Clause 7.1	<p>The minimum insurance covers shall be:</p> <p>(a) The minimum insurance cover for the loss of or damage to the Works, Equipment, Plant and Materials shall be 100%, with no deductible.</p> <p>(b) The minimum insurance cover for loss of or damage to property</p>

Section VI: Contract Data

Condition of Contract Clause Number	Contract Data
	<p>(except the Works, Plant, Materials and Equipment) is 100% with no deductible.</p> <p>(c)The minimum insurance cover for personal injury or death and Third Party Liability is 100% with no deductible.</p>
CC Clause 11.1	The period for submission of the Program is 10 (Ten) Days from the date of signature of Agreement. The Project Manager shall determine the requirement for the Contractor to update the Program.
CC Clause 15.1	The Defects Liability Period is 365 days.
CC Clause 17	<p>In the case of lump sum contracts, Clause 17 shall be replaced by the following new clause 17 as follows: NA</p> <p>17 Activity Schedule</p> <p>17.1 The Contractor shall provide an updated Activity Schedule within 14 days of being instructed by the Employer. The activities on the Activity Schedule shall be co-ordinated with the activities on the Program.</p> <p>17.2 The Contractor shall allow delivery of Materials to the site separately on the Activity Schedule if Payment for Materials on site shall be made separately.</p>
CC Clause 18.1	<p>In the case of lump sum contracts, Clause 18.1 shall be replaced by the following new Clause 18.1 as follows; NA</p> <p>“18.1 The Activity Schedule shall be amended by the Contractor to accommodate changes of program or method or working made at the Contractor’s own discretion. Prices in the Activity Schedule shall not be altered when the Contractor made such changes to the Activity Schedule.”</p>
CC Clause 19.4	<p>In case of lump sum contracts, clause 19.4 is replaced as follows: NA</p> <p>“19.4 The value of work executed shall comprise the value of completed activities in the Activity Schedule.”</p>
CC Clause 21.1 (a)	The Site Possession Date shall be 5 days after contract signing
CC Clause 21.1 (g)	The following events shall also be Compensation Events : <i>[list events]</i>

Section VI: Contract Data

Condition of Contract Clause Number	Contract Data
CC Clause 23.1	The liquidated damages for the whole of the Works are 0.1% of the final Contract Price per day. The maximum amount of liquidated damages for the whole of the Works is 10 percent of the final Contract Price.
CC Clause 24.1	The advance payment will be <i>not applicable</i>
CC Clause 25.1	The amount of retention money will be 5% of each payment due to the Contractor up to the maximum of [percent] of the total contract amount.
CC Clause 31.1	The percentage to apply to the value of the work not completed, representing the Employer's additional cost for completing the Works is 10 % (ten percent)
CC Clause 34.1	The place where arbitration will take place is Addis Ababa, Ethiopia

Section VII. Bank Guarantee Form for Advance Payment

This sample of Advance Payment Guarantee is for information only. Bidders should not complete the form at this time as only the successful Bidder will be required to provide the Advance Payment Guarantee.

To: *{name and address of Employer}*

{name of Contract and Procurement Number}

Sir / Madam:

In accordance with the provisions of the Conditions of Contract, Clause 24 (“Advance Payment”) of the above-mentioned Contract, *{name and address of Contractor}* (hereinafter called “the Contractor”) shall deposit with *{name of Employer}* a Bank Guarantee to guarantee his proper and faithful performance under the said Clause of the Contract in an amount of *{amount of Guarantee in figures and words}*.⁵

We, the *{Bank or Financial Institution}*, as instructed by the Contractor, agree unconditionally and irrevocably to guarantee as primary obligator and not as Surety merely, the payment to *{name of Employer}* on his first demand without whatsoever right of objection on our part and without his first claim to the Contractor, in the amount not exceeding *{amount of Guarantee in figures and words}*.⁶

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

This Guarantee shall remain valid and in full effect from the date of the advance payment under the Contract until *{name of Employer}* receives full repayment of the same amount from the Contractor.

Yours truly,

Signature and seal: _____

Name of Bank: _____

Address: _____

Date: _____

⁵ An amount is to be inserted by the Bank or Financial Institution representing the amount of the Advance Payment, and denominated either in the currency of the Advance Payment as specified in the Contract, or in a freely convertible currency acceptable to the Employer.

⁶ An amount is to be inserted by the Bank or Financial Institution representing the amount of the Advance Payment, and denominated either in the currency of the Advance Payment as specified in the Contract, or in a freely convertible currency acceptable to the Employer.