



European Union  
Civil Protection and  
Humanitarian Aid



CST Working Together

Comitato Internazionale per lo Sviluppo dei Popoli-CISP  
&  
CST

REVERSE THE ACUTE HUMANITARIAN CRISES IN  
TIGRAY (REACT) GRANT AGREEMENT:

ECHO/-HF/BUD/2021/91031

*BID DOCUMENT*  
  
*FOR*  
  
*THE SUPPLY OF*  
  
*EMERGENCY FOOD ITEMS*

Tender reference #: CISP/CST/REACT/ECHO/ EFI-01-2022

September 2022

# *BID DOCUMENT FOR EMERGENCY FOOD ITEMS*

## ***SECTION 1: INVITATION FOR BID***

## INVITATION FOR BID

IFB No. CISP/REACT/ECHO/ EFI-01-2022

1. CISP-Ethiopia in partnership with Trocaire, CST and ECC-SDCODAD has received a grant from the Directorate-General for European Civil Protection and Humanitarian Aid Operations-DG ECHO under the framework of the European Community Humanitarian Actions under the Humanitarian Implementation Plan (HIP) 2021 for humanitarian actions toward the project entitled “Reverse the Acute Humanitarian Crises in Tigray (REACT)”.
2. The project document envisages to procure and provide the Emergency Food Items to address the immediate needs of crises affected communities & IDPs residing in Tigray National Regional State of Ethiopia. Therefore, hereby all eligible bidders are invited for a wax sealed bid to compete for the supply.
3. CISP & CST is hereby soliciting the competitive bid for the above mentioned project as a joint project implementer partner
4. Bidding will be conducted through the International Competitive Bidding Procedures based on DG ECHO Procurement Guidelines and is open to all potential suppliers (Registered by MOFED for domestic suppliers and local agents of foreign suppliers, and eligible foreign supplier from EU countries).
4. Bidders should submit renewed license for the current year, VAT certificate and Taxpayer Identification number (TIN).
5. Interested eligible bidders may obtain further information and inspect the bidding documents at our office address located in Debre Zeit Road, Kirkos Sub City, Kebele 02, and House No. 360, Beklo Bet (around Global Hotel), in front of Greek Embassy, on Chilalo Building – 4th floor, CISP Ethiopia Google map address: <https://goo.gl/maps/gtuW9NABTYjCvJUc6>, Addis Ababa. (Tel. No. +251 114 16 1482 /or +251 911 20 0470 e-mail: tebebu.getachew@CISP-ngo.org.
6. A complete set of bidding documents prepared in English language it can be purchased by interested eligible bidder from the date of this announcement by the submission of a written application to the address above and upon payment of a non-refundable fee of ETH Birr 200.00 (two hundred).
7. Bids must be sealed and delivered to the address above on **Wednesday 26<sup>th</sup> October 2022 at or before 05:00 PM**. All bids must be accompanied by a bid security of 2% of the bid price and in CPO (Customer payment order) or in equivalent amount in a freely convertible currency to our cashier. Late bids will be rejected. Bids will be opened in the presence of the bidders/ representatives who choose to attend on **Thursday 27<sup>th</sup> October 2022, at 10.00 a.m.** at the office of CISP-Ethiopia.
8. CISP & CST reserves the right to accept or reject any Bid at any time prior to award of the contract without giving any reason thereof.

## *SECTION 2: INSTRUCTION TO BIDDER*

# A – INSTRUCTIONS TO BIDDERS

## 1. *Preamble*

Comitato Internazionale per lo Sviluppo dei Popoli – CISP (International Committee for the Development of Peoples) is a Non-governmental organization established in Rome in 1983, to engage against the impact of poverty and denied rights worldwide.

CISP has been working in Ethiopia since 1986, where it engages in emergency, as well as longer-term development Programs. The organization's motto "Rural Development for Self Reliance" underscores its strong belief in the ability of communities to decide, direct and implement their own development goals. CISP works hard to ensure that its programs address real needs and are designed in partnership with the communities with which it works.

Now therefore, CISP-Ethiopia as a Leading partner implementing the humanitarian actions through active project partnership with Trocaire, CST and ECC-SDCODAD towards the project entitled "Reverse the Acute Humanitarian Crises in Tigray (REACT)", using a grant the received from the Directorate-General for European Civil Protection and Humanitarian Aid Operations-DG ECHO under the framework of the European Community Humanitarian Actions under the Humanitarian Implementation Plan (HIP) 2021.

One of the other project partner CST-Trocaire works in partnership with fellow Catholic development agencies CAFOD and SCIAF collectively known as CST Together. This joint initiative helps to build sustainable livelihoods, respond to humanitarian emergencies, strengthen civil society and support those living with HIV and AIDS. Trocaire in Ethiopia: Trocaire started working in Ethiopia in the mid-1970s as one of the first NGOs in the country.

## 2. *Purpose of the Call for Tenders*

The Purpose of this Call for Tender is to sign a contract for the supply of food items (Wheat flour, Vegetable oil and Rice for different woredas of Eastern zone of Tigray National Regional State.

The Call for tenders aims at selecting reliable supplier(s). Total quantities mentioned in this Call for Tenders are estimates for CISP's & CST's immediate needs and the required quantity based on the current price may vary by twenty percent (20%) less or high. This estimation can in no case be considered as a firm order from CISP & CST. Under this variation, the unit prices used in the tender shall be applicable to the quantities may procured. If the quantities are not the same, bidders is advised to consider the prevailing difference.

The food items duly are divided in 3 lots. A detailed description of the food items and services required by CISP & CST is contained in the technical specifications (see APPENDIX A – Technical specifications). Bidders can submit their offers for one or several lots, to one or several locations.

### The required Emergency Food Items solicited through this tender

Lot #	Description	Unit of Measurement	Total Required Quantities			Packaging unit
			CISP	CST	Total	
1	Wheat Flour	Qt	1,809	1,026	2,835	25kg Preferred
2	Vegetable oil	Lit	7,236	4,104	11,340	3lit bottle Preferred
3	Rice	Qt	181	103	284	25kg Preferred

### 3- Call for Tender Schedule

	DATE	TIME*
Open Tender invitation will be launched through Newspaper/Gazette	Friday 7 <sup>th</sup> October 2022	9:00am
Tender dossier will be available to be collected from	Monday 10 <sup>th</sup> October 2022	9:00am
Deadline to request for any clarifications from CISP & CST	Monday 17 <sup>th</sup> October 2022	5:00pm
Last date on which issuing the clarifications by CISP & CST	Wednesday 19 <sup>th</sup> October 2022	5:00pm
Deadline for submission of tenders (receiving date, not sending date)	Wednesday 26 <sup>th</sup> October 2022	@ or before 5:00pm
Tender opening session by CISP & CST	Thursday 27 <sup>th</sup> October 2022	10:00am
Issuance & Notification of award to the successful tenderer	Monday 31 <sup>st</sup> October 2022	10:00am
Concluding Service Contract Agreement & Signing of the binding service contract	Monday 31 <sup>st</sup> October 2022 and onwards	9:am- 5:pm

\* All times are in the local time of Ethiopia.

Please note all dates are provisional dates and CISP & CST reserves the right to modify this schedule.

## ***INSTRUCTION TO BIDDERS PARTICULARS***

### **1. DESCRIPTION OF THE SUPPLY**

CISP - Ethiopia & CST invites sealed bids from eligible bidders for the supply of Emergency Food Items as per the attached detail specification in Annex 1.

### **2. SOLICITATION FOR THE SUPPLY**

- 2.1 The price should be quoted in DDP Addis Ababa duty paid basis in local currency (Birr).
- 2.2 A clear and accurate description of the technical specification of the required Emergency Food Items and each Incoterm has a precise definition of buyer and seller responsibilities in the transaction, mode of carriage, shipment routing, point of title transfer and division of costs must fulfill by the bidder.
- 2.3 The term DDP shall be governed by the rules prescribed in the current edition of Inco-terms of ICC.
- 2.4 The bidders' must specify the delivery time, Payment mode, terms and bank details
- 2.5 The bidders' should clearly state the items delivery place.
- 2.6 Unless otherwise provided in the contract all goods purchased must originate in a Member State of the European Union or a country covered by the DG ECHO programs. For these purposes, "origin" means the place where the goods are mined, grown, produced or manufactured and/or from which services are provided. The origin of the goods must be determined according to the EU Customs Code or to the relevant international agreement applicable
- 2.7 The payment will be effected to the supplier only with local quoted currency.

### **3. COST OF BIDDING**

The bidders shall bear all costs associated with the preparation and submission of its tender and the CISP- ETHIOPIA & CST 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.

### **4. CONTENT OF BIDDING DOCUMENTS**

- 4.1 The set of bid documents issued for the purpose of bidding includes the following:

Section 1: Invitation for Bid

Section 2: Instruction to Bidders.

Section 3: List of Emergency Food Items – LOT 1 -LOT 3

Section 4: Ethical Standards



- Section 5: Specification of the required Emergency Food Items, Terms and Conditions stipulated in the bidders Quotation.
- Section 6: Bid form and payment term/ Form of Bid Security
- Section 7: Priced Offer Format
- Section 8: Additional Information on Specification.

4.2 The bidder is expected to carefully examine all instructions, conditions, forms, terms and specifications in the bidding documents. Failure to comply with the requirements of bid submission will be at the bidder's own risk and may result in the rejection of its bid.

## ***5. CLARIFICATION OF BIDDING DOCUMENTS***

A prospective bidder requiring any clarification on the bidding documents may notify the Purchaser in writing at the Purchaser's address indicated in the Invitation to Bid. The Purchaser will respond in writing to any request for clarification which its receives no later than three days prior to the deadline for the submission of bids. Written copies of the Purchaser's response (including a description of the inquiry but without identifying its source) will be sent to all prospective bidders who have purchased the bidding document.

## ***6. AMENDMENTS TO BIDDING DOCUMENTS***

- 6.1 At any time prior to the deadline for submission of bids, the Purchaser may, for any reason, whether at its own initiation or in response to a clarification requested by a prospective bidder, may modify the bidding documents by issuing an Addendum.
- 6.2 The Addendum will be sent in writing to all prospective bidders who have purchased the bid documents and will be binding upon them. Bidders shall promptly acknowledge receipt thereof in writing to the Purchaser.

## ***7. LANGUAGE OF BID***

The tender prepared by the Bidder and all correspondence documents relating to the bid, exchanged by the Bidder and the Purchaser, shall be written in English language.

## ***8. DOCUMENTS COMPRISING THE BID***

- 8.1 The bid to be prepared and submitted by the bidder shall comprise the following:
- a. The Bidder's valid Import License (Registered by MOFED for domestic suppliers and local agents of foreign suppliers),
  - b. Business license registration certificate (Commercial registration)
  - c. Tax Identification Number (TIN) registration certificate (Tax registration)
  - d. Value Added Tax (VAT) registration certificate (if VAT is to be charged)
  - e. The Bid security (2% of the total cost offered by the Bidder) and deposited in cash or in CPO (Customer payment order), or in equivalent amount in a freely convertible currency to our cashier.

- f. The required specification of the Emergency Food Items, terms and conditions stipulated in accordance with the instruction to bidders embodied in this bidding document.
- g. The Bidder's financial and technical offer including the specified incoterm.
- h. Proof of past experience/ references (Contracts/ POs/ completion certificates/ etc.)
- i. Bidding form & declaration (duly to be filled and signed by the bidders)
- j. Bidders Check list (duly to be filled and signed by the bidders)

## 8. Questions and Clarifications

If CISP & CST, either on its own initiative or in response to a request from a prospective bidder, provides additional information on the tender dossier, such information will be communicated simultaneously in writing to all the bidders.

Bidders may submit questions to the following address, ideally by email (phone call will be also accepted), up to two (7) calendar days before the deadline for submission of tenders, specifying the publication reference and the Tender title:

**Contact name: Tebebu Getachew**  
**E-mail: [tebebu.getachew@CISP-ngo.org](mailto:tebebu.getachew@CISP-ngo.org)**  
**Phone +251 911 20 0470, +251 114 16 1482**

Any prospective tenderer seeking to arrange individual meetings with CISP & CST during the tender period may be excluded from the tender procedure.

## 9. Clarification meeting

There is no any clarification meeting planned due to the time limitation, all clarifications will be solved by mail or phone as stated in the above paragraph. All the answers to relevant question will be shared with all participants to keep full transparency during the process.

## 10. Eligibility

Participation in tendering is open on equal terms to any natural and legal persons or company. However, to comply with some of CISP's, CST's and donors' rules, participants must clearly indicate their company's profile and origin of the proposed Emergency Food Items.

## 11. Content of Tenders

The Tenderer must provide sufficient information in the proposal to demonstrate compliance with the requirements set out in each section of this request for proposal. The proposal shall include, as a minimum:

1) **Tender dossier**, with all pages signed and stamped, and all annexes filled out, as follows:

- a. “Supplier Questionnaire” (Annex B) duly completed.
- b. “Detailed pricing matrix” (Annex C), including packaging and payment conditions, and any other necessary comments. Prices can be given to only one or several delivery options. Note that prices must be quoted in ETB.
- c. “The Declaration of compliance and commitment to respect CISP & CST Good Business Regulations” (Annex D) filled and signed by the duly authorized person.
- d. Terms and Conditions of Purchase (Annex E), signed and approved by supplier. If applicable, a letter specifying differences between the Supplier Sales conditions and CISP & CST General Purchase Conditions.

2) **Technical and administrative offer**, including all the necessary documents to prove the company’s technical compliance according to the technical specifications (Annex A), and its administrative and economical solvency. The technical offer should contain, and not be restricted to, the following documents:

- a) Valid copy of registration certificate from Ethiopia Trade Register,
- b) Copy of the ID of all company owners,
- c) Certification from FDA- Food and Drug Administration (Ethiopian Standards and International Standard Organization - ISO). All the food items should be according FDA- Food and Drug Administration specification and approval.
- d) Relevant certificates of origin of the products, composition, or expiry date, if any,
- e) Bank certificate of solvency issued by your Bank on the bank Letterhead,
- f) Any other relevant information considered by the bidder,

As stated in the article 11.1, the format for presenting the offers will consist of 2 documents as follows:

- File 1 – Tender dossier
- File 2 – Technical and administrative offer

Including each of them, as minimum, the contents defined above.

A sample of the product(s) can be requested to preselected bidders after the assessment of the offers received.

**Failure to provide all the above and in the formats stipulated can result in disqualification of the Tenderer’s proposal.**

## 12. Period of validity

Suppliers shall be bound by their tenders for a desired period of **thirty (30) days** from the deadline for submission of tenders.

Prices and conditions defined in the contract signed with the selected supplier will be valid for a minimum of two months after contract signature.

## 13. Alteration or withdrawal of tenders

Bidders may alter or withdraw their tenders by written notification prior to the deadline for submission of tenders referred to in Article 3. No tender may be altered after this deadline. Withdrawals must be unconditional and will end all participation in the tender procedure.

## 14. Costs of preparing tenders

All costs incurred by the bidder in preparing and submitting the tender are not reimbursable. All such costs will be borne by the bidder.

## 15. Opening, evaluation of tenders and selection criteria

The opening and examination of tenders is for the purpose of checking whether the tenders are complete and whether the tenders are generally in order.

The subsequent evaluation of the tenders shall be carried out in CISP office by an Evaluation Committee made up of representatives of CISP & CST, according to the following criteria:

- **10% Administrative criteria**
- **50% Financial criteria**
- **40% Technical criteria**

In the interests of transparency and equal treatment and without being able to modify their tenders, bidders may be required, at the sole written request of the evaluation committee, to provide clarifications within 48 hours. Any such request for clarification must not seek the correction of formal errors or of major restrictions affecting performance of the contract or distorting competition.

Any attempt by a bidder to influence the evaluation committee in the process of examination, clarification, evaluation and comparison of tenders, to obtain information on how the procedure is progressing or to influence CISP & CST in its decision concerning the award of the contract will result in the immediate rejection of his tender. No liability can be accepted for late delivery of tenders. Late tenders will be rejected and will not be evaluated.

## 16. Notification award and contract signature

The successful bidder will be informed in writing that its tender has been accepted (notification of award), contract will be issued, and the successful tenderer(s) will sign, date and send back the contract(s).

If the successful tenderer fails to sign and send back the contract within three (3) working days, CISP & CST can consider after notification the award as null and void.

**After selection, and before signature of the contract, CISP & CST will inspect the items of the selected tenderer that will be purchased for distribution. CISP & CST reserves the right to de-select the tenderer if the capacity is deemed not to be adequate or compatible with that stated in the tender dossier.**

The unsuccessful tenderer will be informed in written / email / phone call shortly after the award.

## 17. Ownership of tenders

CISP & CST retains ownership of all tenders received under this tender procedure. Consequently, bidders have no right to have their tenders returned to them.

## 18. Contract

The contract that will be concluded between the successful tenderer(s) and CISP & CST is done according to CISP & CST standard contract.

The contract will be based by order of preference on the following elements:

- Terms and requirements as defined in the present Tender dossier.
- CISP & CST Terms and Conditions attached in Appendix E for additional elements not covered in the Tender Dossier.
- The winner/selected supplier's offer.
- Specific conditions that differ from the above, offered by the supplier and explicitly accepted by CISP & CST.

## 19. Cancellation of the tender procedure

In the event of a tender procedure's cancellation, bidders will be notified by CISP & CST. If the tender procedure is cancelled before the outer envelope of any tender has been opened, the sealed envelopes will be returned, unopened, to the tenderers.

Cancellation may occur where:

1. The tender procedure has been unsuccessful, namely where not qualitatively or financially worthwhile tender has been received or there has been no response at all.
2. The economic or technical parameters of the project have been fundamentally altered.
3. Exceptional circumstances or *force majeure* render normal performance of the project impossible.
4. All technically compliant tenders exceed the financial resources available.
5. There have been irregularities in the procedure, where these have prevented fair competition.

**Under no circumstances CISP & CST will be liable for damages, whatever their nature (damages for loss of profits) or relation with the cancellation of a tender, even if CISP & CST have been warned of the possibility of damages.**

**The publication of a procurement notice does not commit CISP & CST to implement the announced programme or project.**

## 20. Ethics

CISP & CST pays very careful attention to working with companies that commit to respect basic Ethics Rules.

The tenderers must read and understand the Good Business Regulations as defined by CISP & CST and introduced in the Appendix D of this tender dossier. The tenderers will have to fill and sign the Appendix D: *Declaration of compliance & commitment to respect CISP & CST Good Business Regulations.*

## B TECHNICAL & COMMERCIAL SPECIFICATIONS

### 21. Technical description of the Goods / Services

The subject of the call for tender is the supply and if possible, delivery by the supplier of the following products to CISP & CST:

#### 21.1 Lots

The interested suppliers are required to bid by lots:

Lot #	Product	Unit	Quantities (CISP)	Quantities (CST)	Total Required	Packaging unit
1	Wheat Flour	Qt	1,809	1,026	2,835	25kg Preferred
2	Vegetable Oil	Lit	7,236	4,104	11,340	3lit bottle preferred
3	Rice	Qt	181	103	284	25kg Preferred

Tenderers can submit an offer for one or all lots. Offers must clearly show what lots are included or quoted.

#### 21.2 Variation in quantity

CISP & CST reserves the right to vary the quantities stipulated at the time of ordering within a range of twenty percent (20%) of the contract price. Under this variation, the unit prices used in the tender shall be applicable to the quantities procured. If not the same, bidder is requested to state what would be the difference.

#### 21.3 Packaging requirements

The supplier is responsible for using a packaging that is suitable for the items and the shipping method, while being conform to the state of the art. The packaging should protect the purchased items from any damage during the shipment, the handling and storage at final destination.

The supplier must specify the packing unit of each product offered, as well as all the details (such as materials, dimensions, etc.) of the packaging proposed to CISP & CST in their offer, in the Annex C, pricing matrix. The preferred packing units are as shown in the above table (article 21.1) and in the technical specifications, but other options can be considered by CISP & CST if suitable as per its distribution plan.

Each parcel should be duly labelled according to applicable laws and specific requirements included in the Contract.

### **21.3.1 Wheat Flour Packaging**

Wheat shall be packed in a suitable container complying with the packaging and marking requirements separately available under “4.5 to 90 kg PP woven bag specification with or without PE inner liner”

Weight and quantity tolerance must meet The International Organization of Legal Metrology International Recommendation OIML R 871.

The packages preferred to be with 25kg bag as desired by the purchaser.

The mouth of the bag shall be machine stitched.

### **21.3.2 Wheat Flour Labelling**

In addition to the requirement of the CES 73, each container of wheat flour shall be labelled clearly with following information:

- a) Name of the products;
- b) Name and address of manufacturer;
- c) Types of wheat flour (white, whole meal, self-raising, enriched flour etc.);
- d) Specify the nutritional value content (protein, fat, carbohydrate and calorie value etc...)
- e) Declare added bleaching agents, improvers, maturing agent's enrichments etc
- f) Net mass in kg, at the time of packing;
- g) Batch number of identification code;
- h) Production date and best before;
- i) Store in dry and ventilated place “shall appear on the container in appropriate and conspicuous place

## **21.4 Vegetable oil Packaging**

3L packaging container specification - PET Plastic Bottle containers is the packaging technical specification describing the physical and performance parameters that the packaging must fulfill to be used for vegetable oil products.

## **GENERAL REQUIREMENTS**

The packaging covered by the provisions of this specification must be packed in appropriate packaging, which safeguard the hygienic, nutritional, technological, and organoleptic qualities of the product. The containers, including packaging material, shall be made of substances that are safe and suitable for their intended use. They should not impart any toxic substance or undesirable odor or flavor to the product.

The packaging is expected to provide physical support to be stacked up to minimum 10 cartons height for PET bottles in the filled state while stored in a warehouse.



All the materials (including sealing foils and/or closures) in contact with the oil must be food grade and compliant with the regulation of the country where the product is bottled. The supplier, upon CISP request, must attach a letter of compliance:

### **Headspace**

The container headspace<sup>3</sup> must be a minimum of 2.5% of the volume of oil contained in the bottle.

### **Closure and sealing system**

- The product must be properly sealed with no leakages
- The closure system must have a visible tamper evident system showing that the product has not been opened
- The closure must resist with no cracking and when applied to the same top load as the container (see below)
- The product must be re-closable whilst remaining leakage proof

### **Handling system**

- The product must have a system to ease its handling
- The handle should be fit for an adult man hand size – No sharp edges

## **21.5 Vegetable oil Labelling**

Each container of Refined Vegetable oil shall be labelled with the following information and the labelling shall comply with CES 73.

- Name of the product and “fortified food”
- Net content
- Name and address of the supplier / manufacturer (including “manufactured in”)
- Ingredient list (allergen in bold and “allergens warning: may contain traces of”)
- Nutrient content
- Batch / lot number
- Production date: dd/mm/yyyy
- Best before end: mm/yyyy
- Not for sale
- Storage condition: “store under dry and hygienic conditions and away from direct sunlight”
- “No litter” picto
- Additional marking CSP, CST and donor logos as per contractual agreement.



## **21.6 Rice Packaging**

Rice shall be packaged in container which will safeguard the hygiene, nutritional, technological and organoleptic qualities of the food.

The container including packaging materials, shall be made of substances which are safe and suitable for their intended use. They should not impart any toxic substance or undesirable odor or flavor to the product.

When the product is packaged in sacks, these must be clean, sturdy and strongly sewn or sealed.

Milled rice shall be packed in suitable packages which shall be clean, sound, free from insect, fungal infestation and the packing material shall be of food grade.

Each package shall contain rice of the same type and of the same grade designation

Bags for Rice must comply with below requirements:

- Bags must be closed by double stitching with suitable thread.
- Bags must be clean, sound and free from insect, fungal infestation.
- Bags must be new, uniform, strong, fit for export and multiple handling.
- Bag must be solid to sustain harsh handling.

## **21.7 Rice Labelling**

Each container of rice shall be labelled with each container of the following information

- a) Name of the product
- b) Crop year
- c) Name of producer, exporter/importer
- d) Grade of the product
- e) Country of origin
- f) Net weight in Kgs
- g) Batch or identification code, and
- h) Any other information required by the purchaser
- i) The declaration of "Food for Human Consumption"

## **21.8 Marking**

Parcels must be duly labelled, and numbered, in conformity with the delivery bill. Specific requirements will be included in the Contract.

## **21.9 Analytical Requirements**

As per contractual agreement, CISP & CST can appoint an inspection company to check that the food matches requirements of this specification. Analytical tests in Ethiopian Standards and FMHCA (Food Medicine, Health Control Agency) quality conformity which are usually utilized, and additional

tests might be performed. Suppliers shall follow its own food safety and quality management plan. **CISP & CST reserves the rights to change the testing plan at any time.**

*The principal tests as per the standard must be performed in order to check if the quality of the Wheat Flour, Rice and Vegetable oil meets the respective quality standard requirements for each Food items. Additional analyses shall be defined in case of further quality assessment is required.*

## **22. Delivery conditions**

### **22.1 Disposal / Delivery date**

The total quantity of the product must be delivered or ready for inspection before the agreed date in the contract(s).

CISP & CST shall bear no responsibility over losses or damages of the procured products incurred during the performance period and before acceptance of said products. It is therefore up to the supplier to insure the products if necessary.

### **22.2 Documentation**

For every consignment, the supplier shall always send a delivery note. Delivery slips shall necessarily bear the Contract Reference and / or Purchase order number, batch numbers, serial numbers if any, the full designation, and quantities of the delivery.

Added to the delivery note, the selected supplier will also have to provide CISP & CST with the agreed documentation specified in the Contract.

The Supplier commits to inform CISP & CST of any constraint or specific regulation linked to the goods or service supply or to the country of importation.

## **23. Quality of the product**

### **23.1 Quality Guarantee**

The supplier bears the responsibility to verify and certify that the goods they supply are in keeping with the conditions applicable to them.

The supplier commits to provide CISP & CST with goods that will not be subject to manufacturing defect, that have not been exposed to contamination or to anything causing premature wear.

CISP & CST reserves the right to verify or use the services of a third party of its choice to verify the implementation by the supplier of the quality control procedures laid down in the supplier's quality control system.

## **23.2 Delivery inspection and acceptance of the delivery**

CISP & CST representative or an independent or reliable inspection company will carry out the delivery inspection of the product.

The objective of the delivery inspection will be to assess the compliance with the terms of contract of:

- The documentation provided by the supplier.
- The quantity delivered.
- The quality of the product delivered.

CISP & CST representative will indicate any remarks or non-conformity of the products on the delivery note provided by the supplier. These remarks will be the ground for possible payment deductions.

If the delivery inspection concludes that the delivery complies with the requirements of the contract, CISP & CST will accept the products.

## **24. Nonconformity of delivery**

### **24.1 Quality and condition**

Should the quality or the condition of the products not satisfy CISP & CST requirements at the moment of the preliminary inspection or delivery inspection, CISP & CST reserves the right to demand:

- The delivery of products which conforms to the order. They will need to be replaced by the supplier at his/her own expenses. The replacement will be executed as soon as possible, at latest within seven (7) calendar days from the notification of non-conformity.
- The replaced products will again be subject to the rules laid down in this contract.
- or the immediate reimbursement of the payment.
- or the cancellation of the order and of the corresponding price.

If the supplier is not able to replace the defective goods within the agreed timeframe, CISP & CST have the right to ask for the immediate reimbursement of the payment or down payments if any, and to simply cancel the order, totally or partially if the defective goods were a partial delivery agreed upon by the parties.

The supplier will have to remove specific markings of the non-accepted products when mentioning CISP & CST or the institutional donor name.

### **24.2 Quantity**

CISP & CST reserves the right to refuse any delivery more than the current contract and to ship it back at the supplier's expense.

In case CISP & CST decides to accept the over-quantity, an acceptance comment will be clearly added on the delivery note, at the time of delivery.

On the other hand, should products be missing at delivery, the missing quantity will be delivered as soon as possible, at latest seven (7) days after its discovery, at the expenses of the supplier. The then delivered products will be subject to the rules laid down in this contract.

### 24.3 Late Delivery

Due to the emergency and constraint triggered off by CISP & CST specific humanitarian activities, the disposal or delivery dates defined in the signed contract are fixed and mandatory.

The supplier must notice CISP & CST about any potential delay, as soon as he is aware of it, to anticipate and minimize the consequences.

If no agreement can be found, and even if the supplier has informed CISP & CST upfront, if the delay is solely the supplier's responsibility, penalties below will apply.

**If the supplier is NOT in charge of the transport:**

In the event of the Supplier being late for putting goods at CISP's & CST's disposal, a penalty of ten per cent (10%) of the total order amount (before tax), shall apply per week of delay.

Any fractional part of a week is to be considered a full week. These penalties do not apply in case of force majeure, or if the delay is the responsibility of CISP & CST.

If delivery does not take place one month after the agreed initial delivery date, the contract can be deemed void.

If delivery does not take place one month after the notification by CISP & CST of non-compliant or missing products, CISP & CST reserves the right to simply cancel the order and delivery of remaining quantities.

**If the supplier is in charge of the transport:**

In the event of the Supplier being late for delivering the products, a penalty of ten per cent (10%) of the total order amount (before tax) OR of the products to be delivered, shall apply per week of delay. Any fractional part of a week is to be considered a full week. These penalties do not apply in case of force majeure, or if the delay is the responsibility of CISP & CST.

If delivery does not take place one month after the set delivery deadline, the contract can be deemed void.

If delivery does not take place one month after the notification by CISP & CST of non-compliant or missing products, CISP & CST reserves the right to simply cancel the order and delivery of remaining quantities.

Since main transport is done by road, a flexibility of five (5) calendar days maximum after the Disposal / delivery date define in article 21.2 is accepted before calculation of delay and penalties.

## 25. Invoicing & Payment

### 25.1 Invoicing

Suppliers submitting an offer will detail the invoicing steps they offer for this contract, indicating if there is any percentage of down payment.

### 25.2 Payment

All payments will be exclusively made by cheque or bank wire transfer on behalf of the supplier, on his/her bank account in Ethiopia only.

The currency of payment is ETB.

The currency of payment is ETB and the preferred payment schedule will be 100 % payment after delivery and acceptance by CISP & CST of the total quantity of products.

However, due to the current situation, CISP & CST reserves the right to consider or discuss other options presented by bidders, duly justified. If any different payment method or schedule from CISP & CST preferences are required, please specify it in the Annex C: pricing matrix.

To claim payments, the supplier must provide CISP & CST with the following documents for each lot/quantity supplied:

- original invoices
- Delivery notes signed by CISP & CST storekeeper/transporter.

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# Appendices

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Appendix A: Technical Specifications

Appendix B: Supplier Questionnaire

Appendix C: Detailed Pricing Matrix

Appendix D: CISP & CST's Good Business Regulations

Appendix E: CISP & CST's Terms and Conditions

## Appendix A: TECHNICAL SPECIFICATIONS and TECHNICAL OFFER

Items/Commodity	Commodity specification		Packaging	
	Preferred	Acceptable	Preferred	Acceptable
<b>Wheat Flour</b>	Fortified Wheat Flour	Whole meal or wheat meal flour	25 kg PP woven bag specification with or without PE inner liner”	50 kg PP woven bag specification with or without PE inner liner”
<p>Fortified Wheat Flour shall be manufactured from wheat of good quality, free from foreign materials, substances hazardous to health, excessive moisture, insect damage and fungal contamination and shall comply with all relevant national food laws and standards.</p> <p>Wheat flour obtained by grinding and milling of clean and sound wheat containing all constituents of such wheat with a 100% extraction rate by mass.</p> <p>Wheat flour for making of bread, biscuits and other bakery product, pasta and pasta products has the characteristics taste and smell of wheat flour. It shall be free from rancidity, insect and fungal infestation and rodent contamination. It shall also be free from fermented, musts or other objectionable odor. It shall not have adulterants and any other extraneous matter.</p> <p>Any added ingredients to wheat flour shall be safe and suitable for human consumption.</p> <p>Wheat flour shall be free from fifth/impurities of animal origin including dead insects.</p> <p>Wheat flour shall not contain flour from the other cereals such as Maize, Sorghum and etc...</p>				
<b>Vegetable Oil</b>	Sunflower Oil	Other Vegetable oil	Bottle of 3 liters, PET Plastic bottle	Bottle of 1.5 liters
<p>The product must have free of an odor, flavor and texture characteristic of vegetable oil. The oil can be fortified with Vitamin A and E. The vegetable oil presented in a sealed plastic bottle with marketing information on the bottle stating: product name, net weight, date of manufacture, print logs, expiry date and amount of fortification of Vitamins A and E, if any.</p>				
<b>Rice</b>	White rice		25 kg PP woven bag specification with or without PE inner liner”	50 kg PP woven bag specification with or without PE inner liner”
<p>Rice shall be fresh, free from abnormal flavours, odours and live insects. Rice needs to be obtained from non-genetically modified varieties.</p> <p>This Standard applies to husked rice, milled rice, and parboiled rice, all for direct human consumption; i.e., ready for its intended use as human food, presented in packaged form or sold loose from the package directly to the consumer. It does not apply to other products derived from rice or to glutinous rice.</p>				

## General Quality Characteristics:

- Shall be safe and suitable for human consumption.
- Shall be fresh, free from abnormal flavours, odours, and living insects.
- Shall be free of foreign matter that poses a threat to human health.
- Shall be of marketable quality.
- Shall be free from filth (impurities of animal origin, including dead insects) in amounts which may represent a hazard to human health.
- Shall be stored under dry, ventilated, and hygienic conditions.
- Shall be tested by appropriate methods of sampling and examination.
- Must conform to the standards defined by the Ethiopia Standards and Metrology Organization – ISO (FDA- FOOD AND DRUG ADMINISTRATION).

## Quality characteristics for the decorticated or whole grains:

- Organoleptic characteristic: Bright and clear appearance, Normal smell, and colour
- Moisture: MAX. 14.0 %
- Other colour grains: MAX. 5.0 %
- Insect damaged grains: MAX. 1.0 %
- Other damaged grains (Peeled, split, broken, immature, heated, sprouted, diseased...): MAX. 3.5 %

## Contaminants

The product shall be free from contaminants in amounts which may represent a hazard to health. The product shall comply with those maximum contaminant limits established by the Codex Alimentarius for this commodity. This includes compliance with Codex General Standard for Contaminants and Toxins in Food and Feed (CXS 193-1995) and Codex Maximum Residue Limits for pesticide residues. Additionally,

### Toxic or noxious seeds

The commodity shall be free from the following toxic or noxious seeds in amounts which may represent a hazard to human health.

– *Crotalaria* (*Crotalaria* spp.), Corn cockle (*Agrostemma githago* Linn., Machai *Lallium remulenum* Linn.), Castor bean (*Ricinus communis* L.), Jimson weed (*Datura fastuosa* Linn and *Datura stramonium* Linn.), Mexican Prickly Poppy (*Argemone mexicana*), and other seeds that are commonly recognized as harmful to health.

## Hygiene

It is recommended that the products covered by the provisions of this standard be prepared and handled in accordance with the appropriate sections of the Recommended International Code of Practice – General Principles of Food Hygiene (CXC 1-1969), and other Codes of Practice recommended by the Codex Alimentarius Commission which are relevant to these products. To the extent possible in good manufacturing practice, the products shall be free from objectionable matter. When tested by appropriate methods of sampling and examination, the product:

- shall be free from micro-organisms in amounts which may represent a hazard to health;
- shall be free from parasites which may represent a hazard to health; and
- shall not contain any substance originating from micro-organisms in amounts which may represent a hazard to health.



## Appendix B: Supplier Questionnaire

**Company Name:** \_\_\_\_\_

**Tender Publication reference:** Tender reference #: CISP/CST/REACT/ECHO/ EFI-01-2022

<b>Company Name:</b>	
<b>Company Address:</b>	
<b>Contact Name:</b>	
<b>Contact Position / title:</b>	
<b>Contact Details (Phone / Email):</b>	

<b>Company Information:</b>		
1	Is your company registered in Ethiopia?  <b>Please provide a valid copy of registration certificate from Ethiopia Trade Register</b>	
2	Is your company part of an international company?	
<b>Financial Information:</b>		
3	Can you provide audited Financial accounts upon request?	
4	Please provide a certificate of solvency issued by your Bank on the bank Letterhead	
<b>Customer References:</b>		
5	Please provide names and contacts of 3 customers (Humanitarian NGOs / public or private companies) to whom you have recently provided the same kind of products:	
5.1	Ref 1:	

5.2	Ref 2:	
5.3	Ref 3:	
<b>Technical Capacity:</b>		
6	Do you have warehouse & stocks?	
7	Where are they located? Specify below:	
7.1		
7.2		
7.3		
<b>Delivery Capacity:</b>		
8	Do you have your own trucks / drivers for delivery?	
9	Or do you work on a regular basis with a transport company? (if so, please name it)	
10	Can you commit on a deadline for delivery (with penalties in case of delay)?	
<b>Documentation:</b>		
11	Can you provide a detailed Bill of delivery?	
<b>Financial Conditions:</b>		
12	What is the validity of your offer? (ideally 30 days minimum):	
13	Can you submit invoices in ETB?	
14	When do you issue the invoice?	
15	When do you expect payment?	

## BIDDERS CHECLIST

Description	To be filled by bidder		To be filled by CISP & CST bid committee		
	Included?		Present & complete?		Comments
Step/ document to be submitted <u>with</u> tender	Yes	No	Yes	No	
Complete tender package delivered before the deadline specified in Section 2 - Bid Data Sheet - <b><u>Compulsory</u></b>					
Supplier ethical standard declaration – signed & stamped – <b><u>Compulsory</u></b>					
Technical description/specification of the goods – completed, signed & stamped – <b><u>Compulsory</u></b>					
Bidding Form, company profile & declaration – completed, signed & stamped – <b><u>Compulsory</u></b>					
Pricing proposal - signed & stamped – <b><u>Compulsory</u></b>					
Section 8 – Additional Information on Specifications of Goods – completed, signed & stamped (if applicable)					
Sample representing the product should be submitted with the offer. <b><u>Compulsory</u></b>					
Attach Quality Certificate from FMHCA (Food Medicine, Health Control Agency) <b><u>Compulsory</u></b>					
Clearly demonstrate proposed Packaging, Labelling and Marking					
<b>Supporting documents</b>					
Copy of renewed business license – <b><u>Compulsory</u></b>					
Copy of TIN registration – <b><u>Compulsory</u></b>					
Copy of VAT registration – <b><u>Compulsory</u></b>					
Past contracts/ POs as proof of experience – <b><u>Compulsory</u></b>					

## Appendix C: DETAILED PRICING MATRIX

LOT #1 – WHEAT FLOUR						
Description of Item	Total Qty.	Unit	Delivery place	Unit Price	Total Price	Currency
Delivery to CISP warehouse in the indicated locations						
Wheat Flour	180,900	Kg	CISP Warehouse Addis Ababa			ETB
Delivery to CST warehouse in the indicated locations						
Wheat Flour	102,600	Kg	CST Warehouse Addis Ababa			ETB
Specification Offered (Please specify in details)						
Offered Delivery lead time						
Is VAT included?						
Packing unit and packaging specifications (preferred 25kg bag, labelled).						
Attach Quality Certificate from FMHCA (Food Medicine, health authority control Agency)						
Payment conditions (preferred cheque or bank wire transfer, 100% after delivery). Please specify if any down payment or other payment method is required.						
Comments (please add any additional requirement or specification, if any):						

<b>LOT #2 – VEGITABLE OIL</b>						
Description of Item	Total Qty.	Unit	Delivery place	Unit Price	Total Price	Currency
Delivery to CISP warehouse in the indicated locations						
Vegetable Oil	7,236	Liter	CISP Warehouse Addis Ababa			ETB
Delivery to CST warehouse in the indicated locations						
Vegetable Oil	4,104	Liter	CST Warehouse Addis Ababa			ETB
Specification Offered (Please specify in details)						
Offered Delivery lead time						
Is VAT included?						
Packing unit and packaging specifications (preferred 3 liter in a bottle, labelled).						
Attach Quality Certificate from FMHCA (Food Medicine, health authority control Agency)						
Payment conditions (preferred cheque or bank wire transfer, 100% after delivery). Please specify if any down payment or other payment method is required.						
Comments (please add any additional requirement or specification, if any):						

LOT #3 – RICE						
Description of Item	Total Qty.	Unit	Delivery place	Unit Price	Total Price	Currency
Delivery to CISP warehouse in the indicated locations						
Rice	18,100	Kg	CISP Warehouse Addis Ababa			ETB
Delivery to CST warehouse in the indicated locations						
Rice	10,300	Kg	CST Warehouse Addis Ababa			ETB
Specification Offered (Please specify in details)						
Offered Delivery lead time						
Is VAT included?						
Packing unit and packaging specifications (preferred 25kg bag, labelled).						
Attach Quality Certificate from FMHCA (Food Medicine, health authority control Agency)						
Payment conditions (preferred cheque or bank wire transfer, 100% after delivery). Please specify if any down payment or other payment method is required.						
Comments (please add any additional requirement or specification, if any):						

# Appendix D: CISP & CST GOOD BUSINESS REGULATIONS

These Good Business Regulations are the ground for a professional working relationship between CISP & CST and the suppliers.

They are general regulations valid unless others particular conditions are mentioned in the contract. In case of conflicting terms within documents, the conditions of the contract or tender dossier will prevail on these Good Business Regulations.

## I. Principles of the procurement procedures

CISP & CST have transparent procedures to award markets. Essential principles are – *Transparency* in the procurement process

- *Proportionality* between the procedures followed for awarding contracts and the value of the markets
- *Equal treatment* of potential suppliers

Usual criteria to select a supplier are:

- Authorization to perform the market.
- Financial and economic capacities
- Technical expertise
- Professional capacities

Usual criteria to award markets are:

- Automatic award (the cheapest offer complying with all requirements)
- Best value for money (price/quality ratio)

## II. Misbehavior, ineligibility, and exclusion

CISP & CST considers the following misbehavior as a valid ground for a systematic exclusion of an awarding market procedure and for the termination of all working relationship and contracts:

- **Fraud** defined as any intentional act or omission relating to:
  - The use or presentation of false, incorrect or incomplete statements or documents, which has as its effect the misappropriation or wrongful retention of CISP & CST or institutional donors' funds
  - Non-disclosure of information, with the same effect
  - The misapplication of such funds for purposes other than those for which they were originally granted
- **Active corruption:** to deliberately promise or give an advantage to an official for him/her to act or refrain from acting in accordance with his duty in a way which damages or is likely to damage CISP & CST or institutional donor's financial interests

- **Collusion:** the co-ordination of firms competitive behavior, with the likely result that prices rise, output is restricted and the profits of the colluding companies are higher than they would otherwise be. Collusive behavior does not always rely on the existence of explicit agreements between firms, but can also be tacit.
- **Coercive practice:** harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract.
- **Bribery:** to offer CISP & CST employees monetary or in kind gifts in order to gain additional markets or to continue a contract.
- **Involvement in a criminal organisation** or any other **illegal activity** established by a judgement, by the US Government, the European Union, the United Nations or any other donor funding CISP & CST.
- **Immoral Human Resources practices:** exploitation of child labour and the non-respect of basic social rights and working conditions of employees or subcontractors

**CISP & CST will exclude from a procurement procedure any candidate or tenderer falling into one of the following cases:**

- To be **bankrupt** or to be wound up, to have affairs administered by the courts, to have entered into an arrangement with creditors, to have suspended business activities, to be the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations
- To have been **convicted of an offence** concerning professional conduct by a judgement that has the force of *res judicata*
  - To have been **guilty of grave professional misconduct** proven by any means that CISP can justify
  - To have not fulfilled obligations relating to the payment of **social security contributions** or the **payment of taxes** in accordance with the legal provisions of the country in which they are established or with those of the country where CISP-International Committee for the Development of Peoples mission is operating or those of the country where the contract is to be performed
  - They have been the **subject of a judgement** that has the force of *res judicata* for fraud, corruption, involvement in a criminal organization or any other illegal activity detrimental to the Communities' financial interests
  - To have been declared to be in **serious breach of contract** for failure to comply with their contractual obligations in another previous procurement procedure

**CISP & CST will not award contracts to candidates or tenderers who, during the procurement procedure:**

- Are subject to a conflict of interest
- Are guilty of misrepresentation in supplying the information required CISP & CST as a condition of participation in the contract procedure or fail to supply this information



### III. Administrative and financial sanctions

In the event a supplier, candidate or tenderer is engaged in corrupt, fraudulent, collusive or coercive practices CISP & CST will impose:

- **Administrative sanctions:**

Administrative sanctions are the official notification of the misconduct to the relevant civil or commercial authorities and the immediate termination of all existing working relationships.

- **Financial sanctions:**

CISP & CST will request the reimbursement of the cost linked directly and directly to the conduct of a new tendering process or market award. If any, the tender or performance guarantee will be kept by CISP & CST.

### IV. Information of and access for the Donors

CISP & CST will inform immediately the Institutional Donors and will provide all the relevant information in the event a supplier, candidate or tenderer is engaged in corrupt, fraudulent, collusive or coercive practices.

Furthermore, the contractors agree to guarantee a right of access to their financial and accounting documents to the representatives of CISP & CST' institutional donors for the purposes of checks and audits.

### V. Documents to be submitted by a supplier.

Hereafter is the minimal documentation a supplier working with CISP & CST will have to provide:

- Personnel national ID document of the supplier/company representative
- Status and registration of the company
- Mission order or power of attorney authorizing the representative to contact

**Important note:** Additional documentation may be required for a particular market.

In addition, the contractor must have the capacity to issue invoices, receipts and waybills (or delivery notes), to provide a tax clearance certificate and certify documents with an official stamp.

### VI. Anti-Corruption Policy

If you believe that the action of anyone (or a group of people) working or volunteering for CISP programs is responsible for violating the above rules, you should file a report through the Whistle-blower Email Hotline.

In order to enable the treatment, reports should give as precise information as possible; your name and contact are optional but encouraged. All reports are treated confidentially to the extent permissible by law. CISP & CST will use all reasonable efforts to preserve the confidentiality of the whistle-blower and to protect whistle-blowers against any possible retaliation.

Reports are to be sent as follows: [honorati@cisp-ngo.org](mailto:honorati@cisp-ngo.org) and/or [ethiopia@cisp-ngo.org](mailto:ethiopia@cisp-ngo.org)

**TO BE FILLED OUT BY THE BIDDER**

I, undersigned .....*representative name*..... representative of ...*company name*..... certified that I have read and understood these regulations.

On behalf of the company I act for, I accept the terms of CISP & CST Good Business Regulations and I commit to achieve the best performances in the event .....*company name*..... is awarded a market.

By signing, I certify that .....*company name*..... has not provided, and will take all reasonable steps to ensure that it does not and will not knowingly provide material support or resources to any individual or entity that commits, attempts to commit, advocates, facilitates, or participates in fraud, active corruption, collusion, coercive practice, bribery, involvement in a criminal organization or illegal activity, or immoral Human Resources practices, such as the use of Child labour or overriding basic social rights and work conditions or the standards defined by the International Labour Organisation (ILO), particularly in terms of non-discrimination, freedom of association, payment of the legal national minimum wage, no forced labour, and the respect of working and hygiene conditions.

Last, I hereby certify that ..... *company name* ..... is not involved in any pending lawsuit, claim or action in the Company's name, or on behalf of any other person or entity, against the Company, regarding fraud, corruption, bribery or any illegal activity, and has not been convicted guilty of such practices at any time.

All the supplier's responsibilities mention in this document extend to any supplier affiliates and subsidiaries.

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Stamp:

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

# Appendix E:

## TERMS AND CONDITIONS

### GENERAL TERMS AND CONDITIONS FOR SUPPLY OF GOODS

1. Definitions and Interpretation
  - 1.1 Definitions. In these Conditions, the following definitions apply:
    - (a) **Agreement:** the document entitled "Agreement for the Supply of Goods", between the Customer and the Supplier.
    - (b) **Conditions:** the terms and conditions set out in this document as amended from time to time in accordance with Condition 16.6.
    - (c) **Contract:** the contract between Customer and Supplier consisting of the Agreement, these Conditions and, where applicable, the Order. Should there be any inconsistency between the documents comprising the Contract, these Conditions shall have precedence unless otherwise stated in the Agreement or in the Order.
    - (d) **Force Majeure Event:** has the meaning given in Condition 15.
    - (e) **Goods:** the goods (or any part of them) set out in the Order.
    - (f) **Incoterms:** the international rules for the interpretation of trade terms of the International Chamber of Commerce as in force at the date when the Contract is made. Unless the context otherwise requires, any term or expression which is defined in or given a particular meaning by the provisions of Incoterms shall have the same meaning in these Conditions, but if there is any conflict between the provisions of Incoterms and these Conditions, the latter shall prevail.
    - (g) **Order:** The Customer's order for the Goods, as set out in the Customer's purchase order form.
    - (h) **Specification:** any specification for the Goods, including any related plans and drawings, that is agreed in writing by the Customer and the Supplier.
  - 1.2 **Interpretation.** In these Conditions, unless the context requires otherwise, the following rules apply:
    - (a) A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
    - (b) A reference to a party includes its personal representatives, successors or permitted assigns.
    - (c) A reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.

- (d) Any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

## 2. The Goods

2.1 The Supplier represents and warrants that it has the right to and shall sell the Goods free of any charge, lien or other encumbrance.

2.2 The Supplier shall ensure that the Goods shall:

- (a) correspond with their description in the Order and any applicable Specification;
- (b) be of satisfactory quality and fit for any purpose held out by the Supplier or made known to the Supplier by the Customer expressly or by implication, and in this respect the Customer relies on the Supplier's skill and judgment;
- (c) be free from defects in design, material and workmanship;
- (d) comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods; and
- (e) not infringe the rights of any third party or cause the Customer to infringe any such rights.

2.3 The Supplier represents and warrants that it has obtained and shall make available to the Customer all licences, clearances, permissions, authorisations, consents and permits necessary for the purchase of the Goods by the Customer and their use for all purposes for which the Supplier is or ought reasonably to be aware that they are required by the Customer.

2.4 The Customer reserves the right at any time before or after delivery to inspect and test the Goods and to inspect the premises where the Goods are being manufactured or stored. The Customer's inspector may adopt any reasonable means to satisfy himself or herself that the correct materials, workmanship and/or care and skill are or have been used.

2.5 If following such inspection or testing the Customer considers that the Goods do not conform or are unlikely to comply with the Supplier's undertakings at Condition 2.2, the Customer shall inform the Supplier and the Supplier shall immediately take such remedial action as is necessary to ensure compliance.

2.6 Notwithstanding any such inspection or testing, the Supplier shall remain fully responsible for the Goods and any such inspection or testing shall not reduce or otherwise affect the Supplier's obligations under the Contract, and the Customer shall have the right to conduct further inspections and tests after the Supplier has carried out its remedial actions.

## 3. Ethical Standards and Audit Requirements

3.1 The Supplier shall observe the highest ethical standards during the performance of its duties and obligations under the Contract. The ethical standards must also be met by those who supply to the Supplier or to which the Supplier sub-contracts work in relation to the Contract.

3.2 The Supplier, its suppliers and sub-contractors shall comply with all statutory and other legal requirements including those relating to the environmental impact of its business. In

particular, the Supplier shall comply with the international labor standards promoted by the International Labor Organization specifically in the areas of child labor and forced labor.

- 3.3 The Supplier, its suppliers and sub-contractors shall not in any way be involved directly or indirectly with terrorism, in the manufacture or sale of arms or have any business relations with armed groups or governments for any war related purpose or transport the Goods together with any military equipment. The Supplier shall also warrant that it has checked and will continue to check its staff, suppliers and sub-contractors against the United Kingdom Treasury List of Financial Sanctions Targets, the European Commission's List of Persons and Entities Subject to Financial Sanctions and the list of specially designated individuals and blocked persons maintained by the Office of Foreign Assets Control ("OFAC") of the Department of the Treasury of the United States of America (and any similar list of prohibited persons and entities) and will immediately inform the Customer of any apparent correlation.
- 3.4 The Supplier shall ensure that its employees, suppliers and sub-contractors are aware of, understand, and adhere to the Customer's Child Safeguarding policy (attached to these Conditions).
- 3.5 The Supplier shall ensure that its employees, suppliers and sub-contractors are aware of, understand and adhere to the Customer's Anti-Bribery and Corruption policy (attached to these Conditions).
- 3.6 The Supplier, its suppliers and sub-contractors shall be subject to, and shall in relation to the Contract act in accordance with, the IAPG Code of Conduct and any local or international standards which are applicable to the Goods.
- 3.7 The Supplier agrees to allow the Customer's employees, agents, professional advisers or other duly authorised representatives to inspect and audit all the Supplier's books, documents, papers and records and other information, including information in electronic format, for the purpose of making audits, examinations, excerpts and transcriptions. The Supplier agrees the extension of such rights to duly authorised representatives of the European Commission, the European Court of Auditors and the European Anti-Fraud Office (OLAF), the United States Government, the Controller General of the United States and any other such representatives instructed by a donor organisation of the Customer to carry an audit of the Supplier's operations.

## 4. Delivery

### 4.1 The Supplier shall ensure that:

- a) the Goods are properly packed and secured in such manner as to enable them to reach their destination in good condition; and
- b) each delivery of the Goods is accompanied by a delivery note which shows the date of the Order, the Order number (if any), the type and quantity of the Goods (including the code number of the Goods, where applicable), special storage instructions (if any) and, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered; and
- c) it is available at the request of the Customer outside normal business hours, in order to address the requirements of any emergency in a timely fashion.

### 4.2 The Supplier shall deliver the Goods:

- a) In accordance with clause 5.2 of the Agreement or as specified in the Order. Time shall be of the essence in respect of this Condition 4.2(a) and if the Supplier fails to comply with this time requirement the Customer, without prejudice to its other

rights under the Contract, shall be under no obligation to make payment in respect of any Goods which are not accepted.

- b) to the delivery address as set out in the Order on the date or within the period stated in Condition 4.2(a) or, if different, the Order; and the delivery will be as agreed by both Customer and Supplier at the quotation time and specific in Order.
  - c) during the Customer's normal business hours, or as instructed by the Customer.
- 4.3 Delivery of the Goods shall take place and title in the Goods will pass on the completion of the physical transfer of the Goods from the Supplier or its agents to the Customer or its agents at the delivery address as set out in the Order.
- 4.4 Risk of damage to or loss of the Goods shall pass to the Customer in accordance with the relevant provision of Incoterms stated in the Order or, where Incoterms do not for any reason apply, risk in the Goods shall pass to the Customer on completion of delivery. The Goods shall remain at the Supplier's risk (including, without limitation, the risk of deterioration in transit) until the property in them has passed. The Supplier shall keep the Goods insured until risk passes to the Customer and shall retain the insurance and any proceeds thereof together with all its rights against any carrier of the Goods, on trust for the Customer until the Supplier has fulfilled all its obligations under the Contract to the Customer's satisfaction.
- 4.5 The Customer shall not be deemed to have accepted any Goods until the Customer has had reasonable time to inspect them following delivery or, if later, within a reasonable time after any latent defect in the Goods has become apparent. Signature of a delivery note shall not constitute or imply acceptance by the Customer. "For the avoidance of doubt, payment will not be considered as being an acceptance of the Goods or acknowledgement of receipt by the Customer who has the right to reject the Goods and request reimbursement in case of non-compliance with the requirements of the present Contract".
- 4.6 The Customer shall not be obliged to return to the Supplier any packaging or packing materials for the Goods, whether or not any Goods are accepted by the Customer.
- 4.7 The Customer shall be entitled to reject any Goods delivered which do not conform with the Contract within a reasonable time of delivery. If any Goods are so rejected, at the Customer's option, the Supplier shall forthwith re-supply substitute Goods which conform with the Contract. Alternatively, the Customer may cancel the Contract and claim costs and direct damages from the Supplier.
- 4.8 If the Customer rejects any Goods, the property and risk shall immediately revert to the Supplier. Rejected Goods shall be returned to the Supplier at its expense and the Supplier shall reimburse the Customer for the storage costs and any other expenses incurred by the Customer in respect of them.

## 5. Indemnity

- 5.1 The Supplier shall keep the Customer indemnified in full against all costs, expenses, damages and losses (whether direct or indirect), including any interest, penalties, and legal and other professional fees and expenses awarded against or incurred or paid by the Customer as a result of or in connection with:
- a) breach of any warranty given by the Supplier in Condition 9;
  - b) personal injury, death or damage to property caused to the Customer or its employees arising out of, or in connection with, defects in Goods, to the extent that the defect in the Goods is attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors;



- c) any claim made against the Customer for actual or alleged infringement of a third party's intellectual property rights arising out of, or in connection with, the supply or use of the Goods, to the extent that the claim is attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors;
- d) any claim made against the Customer by a third party arising out of, or in connection with, the supply of the Goods, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Contract by the Supplier, its employees, agents or subcontractors;
- e) any claim made against the Customer by a third party for death, personal injury or damage to property arising out of, or in connection with, defects in Goods, to the extent that the defect in the Goods is attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors; and
- f) any claim in respect of death or personal injury howsoever caused to any of the employees of the Supplier whilst at the premises of the Customer save where caused by the direct negligence of the Customer or its respective employees or agents.

## 6. Price and Payment

- 6.1 The price of the Goods shall be the price set out in the Order which includes packing, labelling, carriage, insurance, delivery, royalties and licence fees (if applicable) and all other charges, taxes, duties and impositions and is not subject to alteration for any reason whatsoever.
- 6.2 Unless otherwise specified in the Contract,
  - (a) If the Order specifies that the Supplier will arrange the freight of the Goods, the Supplier shall invoice the Customer at the moment of the shipment of the Goods at the Supplier's warehouse; or
  - (b) If the Order specifies that the Customer will arrange freight of the Goods, the Suppliers shall invoice the Customer in arrears from date of delivery of the Goods to the Customer or its agent.

The Customer shall pay correctly rendered invoices within 45 days from the date of invoice.

- 6.3 The Customer reserves the right to withhold payment or be reimbursed by Supplier in respect of Goods supplied which are defective, rejected or otherwise not in accordance with the requirements of the Contract at the of delivery date provided that the Customer will notify the Supplier in writing of any defective or non-compliant Goods as soon as reasonably practicable after the Goods have been delivered to the Customer or its agent."
- 6.4 The Customer may, without limiting any other rights or remedies it may have, set off any amount owed to it by the Supplier against any amounts payable by it to the Supplier under the Contract.

## 7. Termination

- 7.1 The Customer may terminate the Contract in whole or in part at any time and for any reason whatsoever by giving the Supplier at least one month's written notice.
- 7.2 The Customer may terminate the Contract with immediate effect by giving written notice to the Supplier and claim any losses (including all associated costs, liabilities and expenses including legal costs) back from the Supplier at any time if:

- a) the Supplier is in material breach of its obligations under the Contract; or
- b) the Supplier is in breach of its obligations under the Contract and fails to remedy such breach (where the breach is capable of remedy) within 14 days of written request; or
- c) the Supplier becomes insolvent or makes any voluntary arrangement with its creditors or (being an individual or corporate entity) becomes subject to an administration order or goes into liquidation or the Supplier ceases, or threatens to cease, to carry on business; or
- d) the Customer reasonably believes that any of the events mentioned above in sub-sections (a) through (c) is about to occur in relation to the Supplier and notifies the Supplier accordingly; or
- e) the Customer reasonably believes that continuing contractual relations with the Supplier may damage the reputation of the Customer; or
- f) the Customer reasonably believes that the Supplier has or is engaged in corrupt, fraudulent, collusive or coercive practices.

7.3 Termination of the Contract shall not affect Conditions 2.2, 4.2(a), 4.5, 4.7, 5, 8, 9, 12, 13, 14, and 16.7 which shall continue without limit in time. Termination of the Contract shall not affect any rights, liabilities or remedies arising under the Contract prior to such termination.

## 8. Customer's Name, Branding and Logo

The Supplier shall not use the Customer's name, branding or logo other than in accordance with the Customer's written instructions or authorization.

## 9. The Supplier's Warranties

The Supplier warrants to the Customer that:

- a) it has all authorizations from all relevant third parties to enable it to supply the Goods without infringing any applicable law, regulation, code or practice or any third party's rights and has all necessary internal authorizations to approve the execution and performance under the Contract and will produce evidence of that action to the Customer on its request;
- b) it will ensure that the Customer is made aware of all relevant requirements of any applicable law, regulation or code of practice which applies or is relevant to the supply of the Goods to the Customer;
- c) it will not and will procure that none of its employees will accept any commission, gift, inducement or other financial benefit from any supplier or potential supplier of the Customer; and
- d) none of its directors or officers or any of the employees of the Supplier has any interest in any supplier or potential supplier of the Customer or is a party to, or otherwise interested in, any transaction or arrangement with the Customer.
- e) Notwithstanding the foregoing, the Supplier does not warrant any liability whatsoever for any claims of any third parties as a result of an inadvisable use of the Goods by Customer or its agents.

## 10. Re-tendering



The Supplier undertakes to fully co-operate with the Customer in relation to any tender process which may, at the option of the Customer, be carried out at any time in relation to the supply of any of the Goods.

## **11. Insurance**

During the term of the Contract, the Supplier shall maintain in force, with a reputable insurance company, professional indemnity insurance, product liability insurance and public liability insurance to cover such heads of liability as may arise under or in connection with the Contract, and shall, on the Customer's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

## **12. Confidentiality**

A party (Receiving Party) shall keep in strict confidence all technical or commercial know-how, Specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to, or otherwise obtained by, the Receiving Party by the other party (Disclosing Party), its employees, agents or subcontractors, and any other confidential information concerning the Disclosing Party's business or its products or its services which the Receiving Party may obtain (the "Confidential Information"). The Receiving Party shall restrict disclosure of such Confidential Information to such of its employees, agents or subcontractors as need to know it for the purpose of discharging the Receiving Party's obligations under the Contract, and shall ensure that such employees, agents or subcontractors are subject to obligations of confidentiality corresponding to those which bind the Receiving Party.

## **13. Customer property**

The Supplier acknowledges that all materials, equipment and tools, drawings, Specifications, and data supplied by the Customer to the Supplier (Customer Materials) and all rights in the Customer Materials are and shall remain the exclusive property of the Customer. The Supplier shall keep the Customer Materials in safe custody at its own risk, maintain them in good condition until returned to the Customer, and not dispose or use the same other than in accordance with the Customer's written instructions or authorization.

## **14. Notices**

- 14.1 Any notice under or in connection with the Contract shall be given in writing to the address specified in the Agreement or to such other address as shall be notified from time to time in accordance with this Condition and shall be sent by prepaid first-class post, recorded delivery, e-mail, fax or by commercial courier. All notices sent internationally shall be sent by courier or e-mail.
- 14.2 Any notice shall be deemed to have been duly received if sent by prepaid first-class post or recorded delivery, on the second day after posting, or if delivered by commercial courier, on the date that the courier's delivery receipt is signed.

14.3 This Condition 14 shall not apply to the service of any proceedings or other documents in any legal action. For the purposes of this Condition, "writing" shall include e-mails and faxes.

## **15. Force majeure**

15.1 Neither party shall be liable for any failure or delay in performing its obligations under the Contract to the extent that such failure or delay is caused by a Force Majeure Event provided that the Supplier shall use best endeavors to cure such Force Majeure Event and resume performance under the Contract.

15.2 A Force Majeure Event means any event beyond a party's reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable, including strikes, lock-outs or other industrial disputes (whether involving its own workforce or a third party's), acts of God, war, terrorism, riot, civil commotion, interference by civil or military authorities, armed conflict, malicious damage, nuclear, chemical or biological contamination, sonic boom, explosions, collapse of building structures, fires, floods, storms, earthquakes, loss at sea, epidemics or similar events, natural disasters, or extreme adverse weather conditions.

15.3 If any events or circumstances prevent the Supplier from carrying out its obligations under the Contract for a continuous period of more than 14 days, the Customer may terminate the Contract immediately by giving written notice to the Supplier.

## **16. General**

### **16.1 Assignment and subcontracting:**

- a) The Customer may at any time assign, transfer, charge, subcontract, novate or deal in any other manner with any or all of its rights or obligations under the Contract.
- b) The Supplier may not assign, transfer, charge, subcontract, novate or deal in any other manner with any or all of its rights or obligations under the Contract without the Customer's prior written consent.

### **16.2 Severance:**

- a) If any court or competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.
- b) If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

### **16.3 Waiver and cumulative remedies:**

- (a) No waiver of any right or remedy under the Contract shall be effective unless it is in writing and signed by both parties. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

- (b) Unless specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude rights provided by law.
- 16.4 No partnership: Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.
- 16.5 Third party rights: A person who is not a party to the Contract shall not have any rights under or in connection with it.
- 16.6 Variation: Except as set out in these Conditions, any variation to the Contract, including the introduction of any additional terms and conditions, shall only be binding when agreed in writing and signed by the Customer. The Customer reserves the right to conduct a formal review of the Contract after 12 months. For the avoidance of doubt, no terms and conditions produced by the Supplier, including, but not limited to, those forming part of the Supplier's quotation, shall supersede and take precedence over these Conditions and the Contract.
- 16.7 Governing law and jurisdiction: The Contract shall be governed by and construed in accordance with Ethiopian law. The parties irrevocably submit to the exclusive jurisdiction of the courts of Ethiopia to settle any dispute or claim arising out of or in connection with the Contract or its subject matter or formation (including non-contractual disputes or claims).