



The Federal Democratic Republic of Ethiopia



## Ethiopian Roads Authority

### REQUEST FOR PROPOSALS (RFP) FOR THE SELECTION OF INDIVIDUAL CONSULTANTS

### NATIONAL COMPETITIVE BIDDING (NCB)

**Subject of Procurement:** Individual Experts for the Consultancy Services for Establishing a Standard Occupational Health and Safety (OHS) System

**Procurement Reference Number:** S/51/NCB/RFP/GOE/2012 EFY

**Project Name (s):** Occupational Health and Safety (OHS) System

**Date of Issue of Request for Proposals:** March, 2020

**Addis Ababa, Ethiopia**

**Note to Bidders:** This is RFP (Terms of Reference (TOR)) is made available to interested bidders free of charge. However, **bidders who Downloaded the RFP from ERA Website or Collected same from ERA Procurement/Environmental Office shall be registered at Team II Office.** Such Registration is only for the purpose of communication to provide necessary clarifications and Addenda (if any) to be issued by the Client. Bidder's may also drop their information (Name, Position, Phone No., Email Address and Clarification Requests) via our email address [eraengprocteam1@gmail.com](mailto:eraengprocteam1@gmail.com)

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# **Request for Proposals**

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**Notice of Invitation for Individual Experts for the Consultancy Services for  
Establishing a Standard Occupational Health and Safety (OHS) System  
(National Competitive Bidding)**

- I. The Ethiopian Roads Authority (ERA) duly representing the Federal Democratic Republic of Ethiopia (FDRE) hereby invites interested applicants to submit their qualification documents, CV and testimonies, and financial proposals, which will be the basis for the selection of the **INDIVIDUAL EXPERTS FOR THE CONSULTANCY SERVICES FOR ESTABLISHING A STANDARD OCCUPATIONAL HEALTH AND SAFETY (OHS) SYSTEM**. The Experts shall fulfil the following minimum qualification criteria:

No.	Criteria
1.1	B. Sc. Degree / M. Sc. Degree/ PhD. Degree in Occupational Health and Safety or equivalent or from a recognized university. (B.Sc. Degree in a Minimum Educational Qualification)
1.2	<i>For B. Sc. Degree:</i> Must have a Minimum of Eight (8) years in Occupational Health and Safety; and must have been a Safety and Health Advisor/consultant in at least four (4) projects in the field
	<i>For M. Sc. Degree:</i> Must have a Minimum of Six (6) years in Occupational Health and Safety; and must have been a Safety and Health Advisor/Consultant in at least four (4) projects in the field
	<i>For PhD. Degree:</i> Must have a Minimum of Four (4) years in Occupational Health and Safety; and must have been a Safety and Health Advisor/consultant in at least four (4) projects in the field
1.3	Fluent in English (Knowledge of Local and Other Languages in Addition)
1.4	Report Writing Skill, Presentation and Consultation Skills
1.5	Must have Sound Background in Occupational Health and Safety and Attended OHS Training with Certification

*Detailed Qualification Criteria are indicated in the Terms of Reference of the RFP Document*

- II. Interested professionals can collect the Request for Proposal /RFP/ of the envisaged experts from Engineering Procurement Directorate, Team II Office free of charge.
- III. The tasks of the experts will be in accordance with the Consultancy Service Activities detailed in the Terms of Reference of the RFP Document.
- IV. Bidders shall submit their Proposals in two envelopes, the first envelop labelled as “Qualification Document/Technical Proposal (Signed Proposal Submission Form, CV & Testimony and other Documents as necessary)” and the second envelope “Financial Proposal”, separate sealed and the two envelopes sealed in one other outer envelope in line with the Forms enclosed in the Request for Proposals Document.
- V. ERA reserves the right to reject any or all applications.
- VI. The Proposals (Technical and Financial) of interested applicants should be submitted to the following address on or before **April 30, 2020** at 2:30 P.M. local time.

**Note:**

- ✓ *The CVs of applicants should clearly indicate the assigned position and period of assignment of month(s) and year(s) and a **testimony** shall be attached for each stated experience in the CV.*

**Habtamu Tegegne  
Director General  
Ethiopian Roads Authority  
New Building, 2<sup>nd</sup> Floor, Conference Room  
Ras Abebe Aregay Street  
P. O. Box 1770  
Addis Ababa, Ethiopia  
Tel. +251-11-515 66 03  
Fax. +251-11-5514866**

**ETHIOPIAN ROADS AUTHORITY**

## **TERMS OF REFERENCE**

### **Consultancy Services for Establishing a Standard Occupational Health and Safety (OHS) System**

#### **1. Background**

The Ethiopian Roads Authority (ERA) was established to assure the provision of adequate, reliable, high quality and standard road network to Ethiopian and open up all potential development areas which will contribute to fast socioeconomic development all over the country. It is identified that there is a need for further strengthening of institutional capacity adoption of new construction technologies and modern project management principles and additional regulatory reforms in order to maximize the efficiency and occupational safety of Ethiopian road construction industry.

Occupational Health and Safety (OHS) risks and hazards in the workplaces are issue faced all around the world. According to ILO estimates, throughout the world there are over 300 million work accidents (both fatal and non-fatal), about 160 million work disease cases every year, and some 2.3 million persons die from work related accidents and diseases. Therefore, OHS is an effective tool required to bridge the decent work deficit, to increase workers' overall quality of life, and to promote development of society at all levels. In developing countries, the risk of having work-related injury is 10 to 20 times higher than that of developed counties. This is because in developing countries, majority of the workforce is employed in small and medium scale industries that do not meet the minimum standards and guidelines set by the WHO and the ILO for occupational health, safety and social protection.

In spite of this, conditions at work and in the work environment for many occupations and in many countries still involve a distinct and even severe hazard to health that reduces the well-being, working capacity and even the life span of working individuals.

While many African countries have established occupational safety and health services, operational and organizational challenges remain and impede improvements in workplace safety and health. Declining formal employment and increasing informal and rural employment has led expanding populations without service coverage. With the political will in place, the challenge lies with professionals, agencies, employers, workers and other stakeholders to implement multifaceted strategies integrated with the public health care system and development programs to promote an occupational safety and health culture.

The ILO estimates that of the 2 million annual global work-related fatalities, about 20% occur in sub-Saharan Africa with only about 12% of the global workforce. There are international labor conventions on occupational safety and health that are required to be adopted and ratified for the maintenance of workers' health through policy, regulatory framework and provisions of enforcement by UN member countries. Ethiopia has ratified about 20 ILO conventions, including core conventions such as - Occupational Safety and Health Convention, 1981 (No. 155) (3). These conventions are the basis for developing laws in the area of workplace protection.

ERA is currently striving to maintain high level of Occupational Health and Safety Management on Construction Project sites and work places which in turn contributes to the achievement of material and economic objectives and provides high quality and performance in working life.

## **2. Objectives/Purpose**

The aim of the consultancy Service is:

- To Review /develop a comprehensive Occupational Health and Safety Program which includes Occupational Health and Safety Management System with its safety Policy and Procedures and to propose recommendations for existing and potential Safety and Health concerns with in the Authority's entity including project concerns.
- The consultant will work closely with the Environment, Social and Occupational Safety staffs of ERA to ensure that the consultancy outputs are consistent with the overall ERA projects.
- To train, coach and enable ESOS Management Directorate staffs to monitor the ERA's projects in line with national and international industry standards in order to avoid / minimize or control sources of work related disease, incidents and accidents as low as reasonably practicable.

## **3. Scope of Services**

The OHS management system shall include the policy and procedures that define the requirement of OHS management at the authority's level. The OHS system will further be used as a guide in the implementation of an occupational safety and health management system of the authority and may be a mandatory requirement as a standard to be included in contracts made with contractors/sub-contractors a contract clause. The OHS management system guidelines, manuals and policies shall promote compliance with federal and local laws and regulations, ministerial decrees and other regulations and laws accordingly. It should also be able to guide the authority's staffs, contractors and sub-contractors to follow the OHS management system and address the extent of risks that the authority may be subject to in OHS.

Generally, the consultancy service should basically focus on the establishment of a standard and well organized Occupational Health and Safety Management System by developing Policy, Procedure manual and updating the existing guidelines, and manuals. The consultancy also comprises practical training on selected ERA road projects and trainings.

The consultancy shall include but not limited to the following components in the Occupational Health and Safety Management manual:

**Manual Control**

**Safety Policy Statement and Objectives**

**Safety Accountabilities**

**Safety Rules and Procedures**

**Workplace Safety, Health and Welfare condition (ERA's work place at head office/Project Sites**

- Construction safety;
- Office Safety;
- Electrical safety;
- Fire safety;
- Road safety; and
- Machinery safety.

**Occupational Health and Hygiene Conditions**

- Personal Protective Equipment (PPE);
- Ventilation;
- Overcrowding;
- Housekeeping;
- Lighting;
- Handling of materials;
- Noise and Vibration.

**General Conditions**

- General Conditions;
- Workplace efficiency;
- Storage, warehousing and handling; and
- Welfare facilities.

**Safety Reporting System**

**Hazard Identification and Safety Risk Management**

**Safety Promotion**

**Safety Assurance**

**Safety Investigation**

**Hazardous Material Handling**

**Community Health and Safety**

**Contractors Safety**

**Appendices- Which contains various checklists and forms**

Any other relevant issues not listed to the above but stipulated in the procedure for carrying out a safety and health consultation.

## **4. Key deliverables**

The Consultant is expected to meet the following terms of reference:

- Assess the current Health and Safety practice existing within ERA, considering the workflow processes and come up with recommendations
- Conduct a holistic risk assessment related tasks relating to the subject matter, considering the various sites of road projects, work routines and procedures, and based on the above, formulate a plan for minimizing risks to ERA's working environment.
- Develop a comprehensive Occupational Health, and Safety Program/policy that will ensure the Authority complies with all its responsibilities as mandated by the relevant legislation (local, regional and international) and best practices;(no. of reports)
- Organize existing documents and also develop Working Procedures and Standards that will enforce the authority's Health and Safety Rules;
- Develop all necessary tools that will facilitate the smooth implementation of the Health and Safety Policy and Program;
- And assist to establish all health and safety governance structures in the Authority in line with the Health and Safety Policy of Ethiopia through provision of tailored trainings to the concerned staffs of ERA.
- Provide training for all ESOHS staffs of ERA at least for a month on topics related to implementation of OHS system & onsite trainings.
- Assist in revising pre-existing checklists regarding project site monitoring on OHS matters.
- Assist in integrating/ cross referencing the 1946 ERA's Safety manual into the safety management system manual with the current newly established ERA's organizational structure.

## **5. Competence and Expertise Requirements**

- ✓ The firm/the consultant must have been in operation for the last 10(Ten) years, proven experience in offering similar service is essential. And be a registered firm/consultant for the service provision.
- ✓ A detailed profile along with the curriculum vitae of the Safety and Health Advisor/consultant to be involved in the assignment be provided.
- ✓ The firm/consultant shall provide details of at least four (4) similar consultancy services undertaken in Ethiopia.

The Consultant should provide adequate information indicating that he/she is/are qualified to undertake the assignment successfully by providing the following information:

- Description and experience in similar assignment and;
- Availability of appropriate skills, competencies and qualifications among professional staff amongst others. This will enable ERA's Engineering Procurement Directorate short list suitable consultant (s) for the next stage of the selection process.
- The firm/consultant is expected to prepare and submit technical and financial proposals

#### **Key qualification for the Occupational Health and Safety Program/Policy consultation**

**Education:** MSc degree in Occupational Health and Safety, BSc degree in Occupational Health and Safety, MSc degree in Safety Engineering or equivalent from a recognized university. PhD degree qualification is an asset.

**Training:** Must have sound background in Occupational Health and Safety and undergone OHS trainings with certifications.

**Skills:** Must possess communication skills both oral and written, presentation and consultation skills.

#### **Experience:**

- **For MSc degree:-** Must have a minimum of six (8) years in Occupational Health and Safety; and must have been a Safety and Health Advisor/consultant in at least **four** (4) projects in the field.
- **For BSc degree:-** Must have a minimum of ( 6) years in Occupational Health and Safety; and must have been a Safety and Health Advisor/Consultant in at least **four** (4) projects in the field.
- **For PhD degree: -** Must have a minimum of 4 (four) years in Occupational Health and Safety; and must have been a Safety and Health Advisor/Consultant in at least **four** (4) project in the field.

#### 6. Duration of Contract and Commencement

The service will be provided for four (4) months and the Consultant shall commence within a week of the effective date of Contract signing. The effective date shall be the date on which the consultancy agreement shall be signed and communicated officially.

#### 7. **Payment schedule**

*Individual Experts for the Consultancy Services for Establishing a Standard Occupational Health and Safety (OHS) System*

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<b>s/n</b>	<b>Activities</b>	<b>Payment (%)</b>	<b>Remarks</b>
1.	Comply a risk assessment on the current OHS practice in ERA.	15% of the total contract amount	Delivery of the final risk assessment report
2.	Develop a comprehensive Health and Safety management system by integrating the previously existing documents such as; policies, manuals and checklists including the development of all the necessary tools in having a well-organized and strong OHS system	30% of the total contract amount	Delivery of the final manual
3.	Develop training materials and provide practical trainings for staffs including site visits.	55% of the total contract amount	Delivery of the service

## **Annex 1: Qualification Requirement for the Expert**

The minimum qualifications and experience for the Experts are indicated in the table below:

<b>No.</b>	<b>Criteria</b>
1.	<b><i>Education and General Experience: [30% Education]</i></b>
1.1	A Minimum of M. Sc. /M.P.H Degree in Environmental Health or related fields
2.	<b><i>Adequacy for the assignment: [70%]</i></b>
	<ul style="list-style-type: none"><li>• <i>For B. Sc. Degree:</i> Must have a Minimum of Eight (8) years in Occupational Health and Safety; and must have been a Safety and Health Advisor/consultant in at least four (4) projects in the field</li><li>• <i>For M. Sc. Degree:</i> Must have a Minimum of Six (6) years in Occupational Health and Safety; and must have been a Safety and Health Advisor/Consultant in at least four (4) projects in the field</li><li>• <i>For PhD. Degree:</i> Must have a Minimum of Four (4) years in Occupational Health and Safety; and must have been a Safety and Health Advisor/consultant in at least four (4) projects in the field</li><li>• Fluent in English (Knowledge of Local and Other Languages in Addition)</li><li>• Report Writing Skill, Presentation and Consultation Skills</li></ul>
	<b>Adequacy for the assignment: [Pass/Fail]</b>
	<ul style="list-style-type: none"><li>• Must have Sound Background in Occupational Health and Safety and Attended OHS Training with Certification</li></ul>

***Note: The consultant/ Professional should also be registered under the country's policy and having a valid certificate (Professional License, VAT/TAX certificate)***

## Annex 2. Biding Data

Bidding Data	
<b>Project Name</b>	<b>Individual Experts for the Consultancy Services for Establishing a Standard Occupational Health and Safety (OHS) System</b>
<b>Pro. Ref. No.</b>	The Procurement Reference Number is: <b>S/51/NCB/RFP/GOE/2012 EFY</b>
<b>Address for Clarification Purpose</b>	<p><i>Public Body:</i> <b>Ethiopian Roads Authority</b>  <i>Attention:</i> <b>Zekarias G/Giorgis, Director, Engineering Procurement Directorate</b>  <i>Floor/Room No.:</i> <b>New Building 1<sup>st</sup> floor, Ethiopian Roads Authority Head Office, Engineering Procurement Directorate Office</b>  <i>P.O. Box:</i> <b>1770</b>  <i>Street Address:</i> <b>Ras Abebe Aregay Street, Ethiopian Roads Authority Head Office</b>  <i>Town/City:</i> <b>Addis Ababa</b>  <i>Country:</i> <b>Ethiopia</b>  <i>Telephone:</i> <b>251 - 11 551 50 02</b>  <i>Facsimile:</i> <b>251 - 11 551 48 66 / 551 00 82 / 554 44 34</b>  <i>E-mail address:</i> <a href="mailto:eraengprocteam1@gmail.com">eraengprocteam1@gmail.com</a></p> <p><b>ERA web site will be channel to issue clarification and addenda.</b></p>
<b>Language</b>	Bid Proposal shall be: <b>English.</b>
<b>Taxes</b>	The financial proposal shall indicate VAT as a separate amount; and the Public Body shall pay such taxes to the tax authority on behalf of the Consultant. However, the individual expert shall include other local taxes in its respective rates of financial proposal and shall be paid to the tax authority by the consultant itself.
<b>Currency</b>	All inputs to the Consultancy Services that the Consultant expects to provide shall be quoted entirely in <b>Ethiopian Birr (ETB).</b>
<b>Submission and Opening of Bid Proposals</b>	<p>In addition to the <b>original</b> of the Bid Proposal, the number of copies required is:  <b>Four (4) copies of the technical and financial proposal and,</b>  Each Copy (4 copies) and One Original technical and Financial Proposal shall be sealed separately (5 seals) and all envelopes containing the Technical and Financial shall be sealed in another outer envelope.</p> <p>The Technical Proposal shall not include any financial information. <b><u>A Technical Proposal containing financial information may be declared non responsive.</u></b></p>
<b>No. of Copies</b>	In addition to the <b>original</b> of the Bid Proposal, <b>Four (4)</b> copies are required.
<b>Application</b>	<p><i>The Individual Consultant shall submit signed Technical and Financial Proposal Submission Sheet for the project. The Application Form is attached as Annex 4 of this document.</i></p> <p><b>Furthermore, the bidder shall provide the breakdown of the costs for the project</b></p>

<b>Bidding Data</b>	
	<i>as per the form attached in this Document (Financial Proposal Form – F2).</i>
<b>Code of Professional Conduct and Ethics</b>	<i>Bidding Experts shall sign and submit ERA Code of Professional Conduct and Ethics which is attached as Annex 5 of this document with their Qualification Application and Financial Submission Sheet.</i>
<b>Validity</b>	<i>The Bid Proposals shall remain valid for <b>60 Days</b> form Submission Deadline.</i>
<b>Time and Address of Proposal Submission</b>	<p>For <b><u>Bid Proposal submission purposes</u></b> only, the Public Body’s address is:</p> <p><i>Public Body: Ethiopian Roads Authority</i>  <i>Attention: Zekarias G/Giorgis: Engineering Procurement Directorate, Director</i>  <i>Floor/Room No.: New Building 2<sup>nd</sup> floor, Ethiopian Roads Authority Head Office, Engineering Procurement Directorate Office</i>  <i>P.O. Box: 1770</i>  <i>Street Address: Ras Abebe Aregay Street, Ethiopian Roads Authority Head Office</i>  <i>Town/City: Addis Ababa</i>  <i>Country: Ethiopia</i></p> <p><b>The deadline for Proposal submission is:</b>  <b>Date: April 30, 2020</b>  <b>Time: 2:30 P.M.</b></p>
<b>Time and Address of Proposal Opening</b>	<p>For <b><u>Bid Opening purposes</u></b> only, the Public Body’s address is:</p> <p><i>Public Body: Ethiopian Roads Authority</i>  <i>Attention: Zekarias G/Giorgis: Engineering Procurement Directorate, Director</i>  <i>Floor/Room No.: New Building 2<sup>nd</sup> floor, Ethiopian Roads Authority Head Office, Engineering Procurement Directorate Office</i>  <i>Street Address: Ras Abebe Aregay Street, Ethiopian Roads Authority Head Office</i>  <i>Town/City: Addis Ababa</i>  <i>Country: Ethiopia</i></p> <p><b>Date of Opening: April 30, 2020</b>  <b>Time: 2:30 P.M.</b></p>

## **Annex 3. Evaluation Methodology and Criteria**

### **3.1. Application**

*Bidding Professionals shall consider the following during preparation of their proposals:*

- *Bidders shall not enclose any information regarding their financial offer (rate, price ...) in their Technical Submission.*
- *Bidder shall certify their Qualification/ CV by signing at the end of Item No. 15: Certification of CV; alternatively, the CV of the bidder could be signed by an authorized delegate with an enclosure of delegation paper from Ministry of Justice/ Document Authentication Office.*
- *The Individual Consultant/ expert shall quote a Lump Sum Amount of his /her financial offer for the project as per Financial Form B of Annex 5 of the TOR enclosed herewith for this purpose. Furthermore, the bidding professional shall also indicate breakdown of his / her financial offer for the projects as per Form C of Annex 5.*

### **3.2. Technical Evaluation**

*Individual consultant getting score less than 80 points in the technical evaluation as per the criteria indicated in **Annex 1** shall be rejected and the envelopes containing the Financial Proposals of those Individual Consultants scoring 80 points and above shall be opened.*

*Evaluation of Technical Application will be conducted on the **Qualification of the Bidding Individual Consultant based on the CV and ‘Testimony’ submitted in its submission.***

### **3.3. Evaluation and Comparison of Financial Proposals**

*According to the methodology defined in the Public Procurement Proclamation and Directive the Public Body shall select the successful Individual Consultant by applying the following method:*

#### **Quality and Cost Based Selection**

- (a) *In the financial evaluation, the highest point shall be given to the lowest evaluated Financial Proposal and conversely, the lowest point shall be given to the highest evaluated Financial Proposal. The points given to other individual Consultants shall be determined depending on their price offers.*

*i.e.  $S_f = 100 \times F_m / F$ ; in which*

- ✓  *$S_f$  denotes the financial score of the proposal under consideration;*
- ✓  *$F_m$  is the price of the lowest price proposal that passed the technical evaluation;*
- ✓  *$F$  denotes the price of the proposal under consideration.*

- (b) *From the total merit points to be given for proposals submitted by individual Consultants the share of Technical Proposal shall be 80% and the remaining 20% shall be the share of Financial Proposal.*

- (c) *The Public Body shall then add the technical score to the Financial Proposal Price score to determine the aggregated (total) Bid Proposal score and final ranking of Proposals.*

*i.e. A total score (S) will be determined for each proposal, by combining its technical (St) and financial (Sf) scores using the following formula and weightings indicated in (b) above:*

$$S = (St \times T \%) + (Sf \times P \%)$$

*Whereas T and P are the weights given to the scores of the Technical and Financial Proposals indicated in (b) above:*

$$T = 80$$

$$P = 20$$

- (d) *The Public Body shall award the contract to the Proposal that has the highest point in the total sum of results of the technical and financial evaluation.*
- (e) *Where two individual Consultants get equal merit points in the evaluation, preference shall be given to local individual Consultants.*
- (f) *The Public Body may require Consultants scoring equal merit points in the evaluation to submit further Proposals on certain aspects of the Request of Proposals with a view to identifying the successful Consultant.*
- (g) *Where by reason of the Consultants scoring equal merit points not submitting final proposals they are invited to submit, or by reason of the evaluation result of the final proposals submitted by the Consultants being still equal the successful Consultant cannot be singled out, the successful Consultant shall be determined by casting lot in the presence, as far as possible, of the Consultants concerned.*

## **Annex 4: BIDDING FORMS**

### **A. Technical Proposal Form (T-1)**

#### **1. Technical Proposal Submission Sheet - Form T 1**

**Place and Date:** *[insert place and date (as day, month and year) of bid proposal]*

**Procurement Reference Number:** *[insert reference number of the Project]*

**To:**

**Ethiopian Roads Authority  
Attn: Habtamu Tegegn, Director General of Ethiopian Roads  
Authority  
Ras Abebe Aregay Street, Ethiopian Roads Authority Head Office  
P. O. Box: 1770[insert address]  
Addis Ababa  
Ethiopia**

**SUBMITTED BY:** \_\_\_\_\_ *(Insert Full Name of the Professional)*

In response to your Request for Proposals for the above Procurement Number:[**Insert reference number**], we, the undersigned, hereby declare that:

- (a) I have examined and accept in full the content of the Request for Proposals for the, Procurement Number: [**Insert reference number**]I hereby accept its provisions in their entirety, without reservation or restriction.
- (b) I, the undersigned, offer to provide the Consultancy services for[**insert title of assignment**] in accordance with your Request for Proposal dated [**insert date**] and our Proposal.
- (c) I hereby submitting my Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope;
- (d) I hereby declare that all the information and statements made in this Bid Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.
- (e) The technical Proposal shall be valid for a period of **60** days from the date fixed for the Bid Proposal submission deadline in accordance with the Request for Proposals, and it shall remain binding upon us and may be accepted at any time before expiry of that period;
- (f) I have not committed an act of embezzlement, fraud or connivance with other Consultants.
- (g) I have not given or have been offered to give inducement or bribe to an official or procurement staff of the Public Body to influence the result of the Bid Proposal in our favor.
- (h) I will inform the Public Body immediately if there is any change in the above circumstances at any stage during the implementation of the contract. I also fully recognize and accept that any inaccurate or incomplete information deliberately provided in this Bid Proposal may result in our exclusion from this and other contracts funded by the Government of the Federal Democratic Republic of Ethiopia.

***Individual Experts for the Consultancy Services for Establishing a Standard Occupational Health and Safety (OHS) System***

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- (i) I understand that this Bid Proposal, together with your written acceptance thereof included in your notification of award, shall not constitute a binding contract between us, until a formal contract is prepared and executed.
- (j) I understand that you reserve the right to reject any or all Bid Proposals that you may receive.

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

Address: \_\_\_\_\_

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

**B. Technical Proposal Form (T-2)**

**2. Format of Curriculum Vitae (CV)**

*[Note to Individual Consultants: The information requested is required in the format provided below for the individual professional in the proposal/bid.]*

- 1. Proposed Position:** \_\_\_\_\_
- 2. Name of Firm:** \_\_\_\_\_
- 3. Name of Staff:** \_\_\_\_\_
- 4. Date of Birth:** \_\_\_\_\_ **Nationality:** \_\_\_\_\_
- 5. Education:** \_\_\_\_\_
- 6. Membership of Professional Associations:** \_\_\_\_\_
- 7. Other Training:** \_\_\_\_\_
- 8. Countries of Work Experience:** \_\_\_\_\_
- 9. Languages:** \_\_\_\_\_
- 10. Current Employment Record with Ethiopian Roads Authority:** \_\_\_\_\_

<b>I. No.</b>	<b>Name of project</b>	<b>Employer</b>	<b>Type of project</b>	<b>position on the projects</b>	<b>The %age completion of the project</b>	<b>The %age completion of specific assignment of the staff</b>
1						
2						

- 12. Employment Record:** \_\_\_\_\_
- From:** \_\_\_\_\_ **To:** \_\_\_\_\_
- Employer:** \_\_\_\_\_
- Positions held:** \_\_\_\_\_

<p><b>13. Detailed Tasks Assigned:</b></p>	<p><b>14. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned:</b></p> <p>Name of assignment or project: _____</p> <p>Year: _____</p> <p>Location: _____</p> <p>Client: _____</p> <p>Main project features: _____</p> <p>Positions held: _____</p> <p>Activities performed: _____</p>
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**15. Certification:**

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

\_\_\_\_\_

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

Full name of authorized representative: \_\_\_\_\_

**C. Financial Proposal Form (Form – F 1)**

**Place and Date:** *[insert place and date (as day, month and year) of bid proposal]*

**Procurement Reference Number:** *[insert reference number of the Project]*

**To:**

**Ethiopian Roads Authority  
Attn: Habtamu Tegegne, Director General of Ethiopian Roads  
Authority  
Ras Abebe Aregay Street, Ethiopian Roads Authority Head Office  
P.O. Box: 1770  
Addis Ababa, Ethiopia**

**SUBMITTED BY:** \_\_\_\_\_ *(Insert Full Name of the Professional)*

In response to your Request for Proposals for the above Procurement Number:*[insert reference number]*, we, the undersigned, hereby declare that:

- (a) I have examined and accept in full the content of the Terms of Reference and its Annexes for the, Procurement Number: *[insert reference number]*. I hereby accept its provisions in their entirety, without reservation or restriction.
- (b) I offer to provide the Consultancy services for *[insert a brief description of the services]* in conformity with your Terms of Reference and my Technical Qualification and Financial proposals;
- (c) **The total price of my Financial Proposal, inclusive of all local taxes and 15% VAT is:** \_\_\_\_\_ *[insert the total financial proposal price in words and figures]* *[insert currency]*;
- (e) The prices in this Financial Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other person and / or consultant or competitor relating to:
  - i. Those prices;
  - ii. The intention to submit a proposal; or
  - iii. The methods or factors used to calculate the prices offered.
- (f) The prices in this Financial Proposal have not been and will not be knowingly disclosed by me, *[insert Full Name]*, directly or indirectly, to any other consultant or competitor before bid opening.
- (g) The Financial Proposal shall be valid for a period of **60 days** from the date fixed for the proposal submission deadline in accordance with Annex 2 of the Terms of Reference, and it shall remain binding upon me, subject to any modifications resulting from negotiations, and may be accepted at any time before the expiration of that period;
- (g) I understand that you are not bound to accept any Financial Proposal that you receive;

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

Address: \_\_\_\_\_

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

### **D. Financial Proposal - Form F 2**

**Place and Date** *[insert place and date (as day, month and year) of bid proposal]*

**Procurement Reference No.:** *[insert reference number]*

**To:**

**Ethiopian Roads Authority  
Attn: Habtamu Tegegne, Director General of Ethiopian Roads Authority  
Ras Abebe Aregay Street, Ethiopian Roads Authority Head Office  
P.O. Box: 1770  
Addis Ababa  
Ethiopia**

**(a) Financial Proposal Total Price**

<b>Price Item</b>	<b>Price in ETB</b>
Total Price of Financial Proposal <b>Including 15% VAT</b>	

*[Indicate the total price inclusive of local taxes to be paid by the public body in local currency. Such total price must coincide with the sum of the relevant subtotals indicated in Tables F.2.(b) and the financial proposal submission sheet. In case of Inconsistencies between the amount indicated in the Financial Submission Sheet and the Summary & Breakdown Table, the one indicated and read out in the Submission Sheet Prevails]*

**(b) Breakdown of Financial Proposal by Activity**

<b>Group of Activities</b>	<b>Description:</b>
<b>Price Item</b>	<b>Price in ETB</b>
Total Lump Sum for Project (A)	
<b>15% VAT (B) = 0.15*(A)</b>	
Sub-totals (C) =A+B	

**Note: Costs shall include all expenses for the delivery of the Establishing a Standard Occupational Health and Safety (OHS) System, including facilities, printing, visits ...**

## **Annex 5. Ethiopian Roads Authority Code of Conduct and Ethics**

### **Introduction**

The Ethiopian Roads Authority (ERA) seeks to ensure that all professional firms and individuals, who provide services and works on its behalf, abide by a Code of Professional Conduct and Ethics that supports the aim of providing a high quality, safe and efficient road network in the interest of the public. ERA now expects all ERA staff and Professional Firms and Individuals who carry out work on behalf of ERA to uphold the Code with professional integrity by adhering to this set of rules.

In straightforward language the rules can be stated as:

*Do the right thing, do it the right way and do it at the right time.*

*Understand the job to be done, and do a good job.*

*Be committed, be creative, and be proud of what you do.*

*Take responsibility and care at all times in doing your job.*

### **Article 1: Responsibility to Public, Society and Profession**

- i.) Act with integrity and have full regard to the public interest.
- ii.) Act within the laws of the country.
- iii.) Uphold the dignity, standing and reputation of the professions involved.
- iv.) Reject corruption in all forms.
- v.) Neither offer nor accept remuneration of any kind which, in perception, or in effect, either seeks to influence the process of selection or compensation or seeks to affect impartial judgments.
- vi.) Recognize that the lives and safety of the public and workers may be dependent on professional judgments, actions, or lack of actions during the study, design or implementation of a project, and take the necessary actions.

### **Article 2: Responsibility to Client/Employer**

- i.) Apply due skill, care, diligence and accuracy in the services rendered to the client.
- ii.) Perform services only in areas of one's competence, and disclose any limitations of competence that may affect the services rendered.
- iii.) Provide only those professionals with appropriate qualifications, skills and competence and required to undertake the project.
- iv.) Provide services of a high quality that are technically correct, innovative, giving value for money, and support the aims of the client.
- v.) Approve only those design documents that have been professionally reviewed and are accepted to be within prescribed engineering and professional standards.

- vi.) Inform the client of any potential conflict of interest that might arise in the performance of the project.
- vii.) Identify, evaluate and where possible quantify risks.
- viii.) Be impartial in the provision of professional advice, judgment or decision, and be truthful in the evaluation of a project.
- ix.) Do not disclose confidential information and commercial matters without the specific consent of the client/employer.
- x.) Do not accept compensation from third parties in connection with work being undertaken for the client/employer, unless circumstances are disclosed and fully agreed by all interested parties.
- xi.) Be honest and transparent at all times in the management, control and expenditure of funds allocated by the client for a project.
- xii.) Cooperate fully with any legitimate investigation or audit which makes inquiry into the technical or financial administration of any services or works contract.

### **Article 3: Responsibility for Environment**

- i.) Seek solutions that are compatible with the principles of sustainable and safe development.
- ii.) Understand the effects of the work on society and the natural environment.
- iii.) Be committed to improving the environment and enhancing quality of life wherever possible.
- iv.) Promote the use of renewable and recycled materials with the least use of natural resources, wherever possible.

### **Article 4: Responsibility to Professionals**

- i.) Promote the concept of selection by ability.
- ii.) Ensure credit and validation for work is given to those to whom it is due.
- iii.) Afford assistance and time for professional development with continued education and training.
- iv.) Neither carelessly nor intentionally do anything to injure the reputation of other firms or individuals.
- v.) Neither directly nor indirectly attempt to take the place of another organization or individual who is already appointed for a specific work.
- vi.) Behave in accordance with appropriate professional conduct, standards, ethics and courtesy in the event of being asked to review the work of another.
- vii.) Maintain knowledge and skills at levels consistent with developments in technology, legislation and management.

**Article 5: Adherence and Disclosure**

- i.) All individuals and organizations that carry out services and works for ERA shall undertake to abide by the ERA Code of Professional Conduct and Ethics.
- ii.) All individuals within ERA shall undertake to abide by the ERA Code of Professional Conduct and Ethics.
- iii.) Disclose any violations of the ERA Code of Professional Conduct and Ethics by any other individual or organization. Disclosure of any violations may be to any Director within ERA, who shall bring it to the attention of Senior Management.
- iv.) In the case of any disclosure or report about any individual or organization not following this Code of Ethics, ERA will appoint an Ethics Board to investigate, and where appropriate recommend action or penalties.

**Individual Consultant's Name:** \_\_\_\_\_

**Consultancy Service for:** **Establishing a Standard Occupational Health and Safety (OHS) System**

**Project Name:** \_\_\_\_\_

**Project No:** \_\_\_\_\_

I/We confirm that I/we have read and understood the ERA Code of Professional Conduct and Ethics, and that I/we will strictly follow the articles of this Code in the performance of the services for this project.

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

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

Dated on \_\_\_\_\_ of \_\_\_\_\_ 201\_

## **Indicative Checklist for Bid/Proposals Preparation**

Items to be Checked	Document Type
<b><i>Proposal/Bid is Submitted in Separate Technical and Financial Envelope Enclosed in an Outer Envelope</i></b>	<b>General</b>
Proposals Properly Sealed and Labeled	
All pages signed by authorized representative	
Technical Proposal Submitted in One Original and Four Copies	<b>Technical Proposal/Bid</b>
<b><i>Technical Proposal Submission Sheet with the Required Information Signed and Enclosed</i></b>	
Written confirmation of authorization to commit the Bidder (Power of Attorney), if the Bid/ Proposal is Signed/Submitted by delegated Person other than the Professional	
Proposal Validity for Specified Days (60) Days	
CVs Recently Signed by the Individual Consultant or Authorized Delegate and Confirmation letter for the CV's provided	
ERA Professional Code of Conduct and Ethics Signed and Enclosed	
<b><i>Relevant Evidences/ Testimonies for Education Background and Experiences indicated in the CV are Attached</i></b>	
<b><i>Separately Sealed Financial Proposal Provided (One Original and Four Copies)</i></b>	<b>Financial Proposal/Bid</b>
Financial Proposal Submission Sheet as per <b>Financial Proposal Form (Form – F 1) is Signed and Enclosed.</b>	
Financial Form (Form – F2) is Signed and Attached	

## **Annex 6. FORM OF CONTRACT**

THIS CONTRACT (“Contract”) is entered into this on \_\_\_\_\_, **Month, 2019**, between, on the one hand, the Ethiopian Roads Authority (hereinafter called the “Client”), and Mr. \_\_\_\_\_ (“the individual Consultant”) (Citizen of -----).

WHEREAS, the Client wishes to have the individual Consultant performing the services hereinafter referred to, and

WHEREAS, the individual Consultant is willing to perform these services,

NOW THEREFORE THE PARTIES hereby agree as follows:

- 1. Services**
  - (i) The Consultant shall perform the services specified in Annex A, “Terms of Reference” which is made an integral part of this Contract (“the Services”).
  - (ii) The individual Consultant shall submit to the Client the reports in the form and within the time periods specified in Annex B, “Consultant’s Reporting Obligations.”
- 2. Term**
  - The individual Consultant shall perform the Services during the period not more than **four (4) months** or any other period as may be subsequently agreed by the parties in writing.
  - The Client may omit the project and the Consultant shall receive the lump sum amount based on the tasks/ reports he/she delivered, the payment schedule indicated under item No. 5 and the corresponding amount shown of in the financial proposal.
- 3. Contract**

The following documents shall constitute the Contract between the Public Body and the Consultant, and each shall be read and construed as an integral part of the Contract:

  - This Contract Agreement
  - Minutes of Negotiation (if any)
  - Addendum (if any)
  - Financial Proposal
  - Terms of Reference and its annexes
- 4. Commencement**

The contract shall come into effect on the date within five days of the signing of the Contract Agreement. The Consultant shall perform the Services during the period commencing [insert starting date] and continuing through or any other period as may be subsequently agreed by the parties in writing.

**5. Payment**

**A. Ceiling**

For Services rendered pursuant to the Terms of Reference, the Client shall pay the Consultant an amount not to exceed as follows (**as submitted in Financial Form – F2**);


This amount has been established based on the understanding that it includes all of the Consultant's costs and profits including tax associated with the service.

**B. Schedule of Payments**

Payment will be made on a Lump Sum basis upon receipt of the appropriate invoices and supporting documents, as follows.

- I. Fifteen (15) percent of lump sum amount upon submission Delivery of the final risk assessment report.
- II. Forty (30) percent of lump sum amount upon submission of Delivery of the final manual
- III. Ten (55) percent of lump sum amount upon submission of Delivery of the final service.

**C. Payment Conditions**

Payment shall be made in ***Ethiopian Birr***, no later than 30 days following submission by the individual Consultant of its invoices in duplicate to the Coordinator designated in Item 6 below.

**6. Project Administration**

**A. Coordinator**

The Client designates the **Environmental, Social & Occupational Safety Management Directorate of the Ethiopian Roads Authority**, as its Coordinator; the Coordinator will be responsible for the coordination of activities under this Contract, for acceptance and approval of the reports and of other deliverables by the Client and for receiving and approving invoices for the payment.

**B. Reports**

The reports listed in Terms of Reference shall be submitted in the course of the assignment, and will constitute the basis for the payments to be made under Item No. 5 above.

**7. Performance Standards**

The Individual Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employees assigned under this Contract that the Client considers unsatisfactory.

**8. Confidentiality**

The Consultants shall not, during the term of this Contract, disclose any proprietary or confidential information relating to the Services, this Contract or the Client's business or operations without the prior written consent of the Client.

**9. Ownership of**

Any studies reports or other material, graphic, software or otherwise, prepared

<b>Material</b>	by the Consultant for the Client under the Contract shall belong to and remain the property of the Client. The Consultant may retain a copy of such documents and software.
<b>10. Consultant Not to be Engaged in Certain Activities</b>	The Individual Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.
<b>11. Insurance</b>	The Individual Consultant will be responsible for taking out any appropriate insurance coverage.
<b>12. Assignment</b>	The Individual Consultant shall not assign this Contract or sub-contract any portion of it without the Client's prior written consent.
<b>13. Law Governing Contract and Language</b>	The Contract shall be governed by the laws of Ethiopia, and the language of the Contract shall be English.
<b>14. Dispute Resolution</b>	Any dispute arising out of the Contract, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in accordance with the laws of the Client's country.
<b>15. Miscellaneous</b>	<p>The Client may terminate the Contract with at least 10 working days written notice to the Individual Consultant after the occurrence of any of the events specified in sub-paragraphs (a) through (d) of this Clause:</p> <ul style="list-style-type: none"><li>(a) if the Individual Consultant does not remedy a failure in the performance of his obligations under the Contract within seven working days from the date of written notification or within any further period as may be further agreed with the Client in writing;</li><li>(b) if the Individual Consultant becomes insolvent or bankrupt;</li><li>(c) if the Individual Consultant, in the judgment of the Client, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.</li></ul> <p>For the purpose of this Clause:</p> <p>"corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution;</p> <p>"fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Consultants (prior to or after submission of proposals) designated to establish prices at artificial noncompetitive levels and to deprive the Borrower of the benefits of free and open competition;</p>

(d) if the Client, in its sole discretion, decides to terminate the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

**On behalf of the Client**

**On behalf of the Individual Consultant**

*(Ethiopian Roads Authority)*

(-----)

\_\_\_\_\_  
*Authorized representative*

\_\_\_\_\_  
*Authorized representative*

*WITNESSES to signature on behalf of the  
Public Body (Ethiopian Roads Authority)*

*WITNESSES to signature on behalf of the  
Individual Consultants (-----  
----)*

In the Presence of: \_\_\_\_\_

\_\_\_\_\_

In the Capacity of: \_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

In the Presence of: \_\_\_\_\_

\_\_\_\_\_

In the Capacity of: \_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_