INVITATION TO BID

To: Amanuel Gebreyesus GC 6

Contract Name: Invitation to Bid for the construction of G+1 Residential building, at Addis Ababa, Ethiopia

Dear Sirs,

We hereby inform you that you are invited for biding for the above cited contract.
We now invite you and other applicants to submit sealed bids for execution and completion of the cited contract.
You may obtain further information from and inspect acquire the bidding documents at,

EiABC, Next to FEDERAL COURT
Country: Ethiopia

Town/City: Addis Ababa

Telephone: 0935266470

Contact- Olyad

A complete set of bidding documents may be collected by you at the above office starting on

All bids must be delivered to:

EiABC, Next to FEDERAL COURT
Country: Ethiopia

Town/City: Addis Ababa

Telephone: 0935266470

Contact- Olyad

At or before February

Please confirm receipt of this letter immediately in writing by cable, fax, or telex. If you do not intend to bid, we would appreciate being so notified also in writing at your earliest opportunity.

The owner reserves the right to accept or reject any or all bids.

Yours truly,

Authorized signature

Name and title

Invitation for Bid

1. **Mrs. Ashenafi** has allocated sufficient budget to be used for the procurement of the construction of G+1 residential building at **Addis Ababa, Ethiopia**

2. The employer invites scaled bids from eligible bidders of Grade 6 BC/GC or above for the provision of the construction of **G+1 residential building at Addis Ababa Ethiopia.**

3 .Interested bidders shall submit certificate of Registration from ministry from Ministry of Works and Urban Development renewed for 2011 Ethiopian fiscal year and other appropriate documentary evidences demonstrating the bidders' compliance, which shall include

i. Trading License renewed for2011 E.C; and
ii. Tax Clearance Certificate valid at bidding date ;and
iii. Vat Registration Certificate; and

4. Bidding will be conducted in accordance With the National Competitive Bidding NCB procedure contained in the Public Procurement Proclamation of the Federal Government of Ethiopia and is open to all bidders as specified and defined in the Bidding Document.

5. Interested eligible bidders may obtain further information from and inspect the bidding documents at the address given below from 8:30 am to 12:30 p.m. in the morning and 1:30 to 5:30 p.m .in the afternoon .

6. A complete set of bidding document prepared in English language may be collected by interested bidders at the address below

7. Bids must be delivered to the address below on or before February 27, 2019 at 9:00 A.M. Bids will be opened by the owner and will be announced to the bidder based on the evaluation criteria.

EiABC, Next to Federal court
Country: Ethiopia
Town/city: Addis Ababa
Telephone: 0935266470
Contact – Olyad

8**. Mrs. Ashenafi,** reserves the right to accept any or reject any or all bids.

9. The actual quantity of the works may be nearly stated in the bill of quantities. The Works may be greater or lower than the one set in BOQ, the payment shall be made on the actual measurement and No claim shall be entertained for the difference what so ever the difference will be.

Bidding Document

Table of Contents

Part 1 - Bidding Procedures

Section 1 – Instructions to Bidders

Section 2 – Bid Data Sheet

Section 3 – Evaluation and Qualification Criteria

Section 4 – Bidding Forms

Section 5 – Eligible Countries

Part 2 - Statement of Requirement

Section 6(A) – Scope of works

Section 6(B) – Technical Specifications

Section 6(C) – Drawings

Section 6(D) – UN priced Bills of Quantities

Part 3 - Contract

Section 7 – General Conditions of Contract

Section 8 – Special Conditions of Contract

Section 9 – Contract Forms

Part 1 – Bidding Procedures

Section 1 – Instructions to Bidders

Section 2 – Bid Data Sheet

Section 3 – Evaluation Methodology and Criteria

Section 4 – Bidding Forms

Section 5 – Eligible Countries

A. General

1. Scope of Bid

1.1) The Employer indicated in the special condition of contract, invites bidders for construction work as described in Section 6, Schedule of Requirement. The subject of procurement and the procurement reference number are provided in the SCC.

1.2) The successful bidder will be expected to complete the Works by the intended completion period.

1.3) Throughout these Bidding Documents:

a) The term "Employer" means "**Procuring Entity**" as defined in public procurement proclamation; and m

b) The term "Contractor" means "supplier "as defined in the public procurement proclamation.

If the context so requires, singular means plural and vice versa; and "Day" means calendar day.

2. Source of Funds

2.1) The Employer indicated in SCC has an approved budget toward the cost of the procurement described in Section 6. Schedule of Requirement and intends to use these funds to cover eligible payments under the contract for the works.

3.Eligible Bidders

a.1 A bidder shall:

(a) Have the legal capacity to enter into a contract;

(b) Not be insolvent, in receivership, bankrupt or being wound up, not have had their business activities suspended and not be the subject of legal proceedings for any of the foregoing; and

(c) Have fulfilled their obligations to pay taxes according to the laws of the Federal Democratic Republic of Ethiopia.

a.2 Unless otherwise specified in the SBD, in order to demonstrate compliance with the criteria in ITB Sub-Clause 3.1, a Bidder shall submit with its Bid either:

(a) In the case of Ethiopian Bidders only, its certificate of registration from the mandated public body specified in the SBD demonstrating its registered contractor status; or

(b) Appropriate documentary evidence demonstrating its compliance, which shall include:

i. Its trading license and suppliers registration certificate

ii. Its tax clearance certificate and VAT registration, if required; and

iii. Any relevant professional practice certificates.

SECTION 2: BID DATA SHEET	
Instructions to Bidders (ITB) reference	Data relevant to ITB
A. General	
ITB 3.2	A Bidder shall submit with its bid the documentary evidence specified in ITB Clause 3.2. The documentary evidence required shall be amended as follows: renewed license for the year 2007, construction Service certificate for 2009, VAT registration and registration certificate form Ministry of Finance and Economic Development and tax clearance certificate at bidding date.
ITB 3.2(a)	The mandated public body for the registration of contractors is: Ministry of Finance and Economic Development or Ministry of Urban Development.
ITB 7.2	The Employer may hold a pre -bid meeting and site visit. If a pre-bid meeting is being held, it shall take place at: Location: **EiABC around federal court** Date: **At working time before contract agreement** Time: **Any of working hours** If a site visit is being held, it shall take place at: Location: **The site of the work** Date: **Any of The contract period** Time: **Any of working hours**

SECTION 2: BID DATA SHEET	
Instructions to Bidders (ITB) reference	Data relevant to ITB
B. Bidding Documents	
ITB 9.1	The bidder shall seal one For **clarification purposes** only, the Employer's address is: **EiABC, around Federal court** **Country: Ethiopia** **Town/City: Addis Ababa** **Telephone: 0942747391** **Contact- Mrs.Ashenafi** **Electronic mail address:** biruashenafi19@gmail.com
C. Preparation of Bids	
ITB 13.1	The Contract is an Admeasurement Contract.
ITB 13.3	The Bidder shall fill in rates and prices for all items of works described in Bill of Quantities. The Bidder shall provide a breakdown of rates and prices for all items whose cost is greater than 5% of the Bid Price.
	The breakdown of rates and prices should separately show overhead and profit.
ITB 15.1	Bids shall remain valid for **30 Calendar days.**
ITB 15.3	Bid price adjustment shall be entertained.
ITB 16.1	The amount of the bid security shall be **2% of the financial offer**.
ITB 18.1	In addition to the original of the bid, the number of copies is: **Two**
D. Submission of Bids	
ITB 19.1	The bidder shall seal the original technical qualification offer and one copies of the technical offer in separate envelopes with two inner envelopes and one outer envelope, duly marking the inner envelopes as "ORIGINAL" and "COPIES". The financial offer and copies of the financial offer in separate envelopes with two

SECTION 2: BID DATA SHEET	
Instructions to Bidders (ITB) reference	Data relevant to ITB
	inner envelopes and one outer envelope, duly marking the inner envelopes as "ORIGINAL" and "COPIES".
ITB 19.2(a)	For **bid submission purposes** only, the Employer's address is : **EiABC, around Federal court** **Country: Ethiopia** **Town/City: Addis Ababa** **Telephone: 0942747391** **Contact- Mrs. ashenafi** **Electronic mail address:biruashenafi19@gmail.com**
ITB 20.1	The deadline for bid submission is: Date: February 27.2019 Time: 11 am at local time
ITB 23.1	The bid opening shall take place at: **EiABC, around Federal court** **Country: Ethiopia** **Town/City: Addis Ababa** Date: March 11, 2019 Time: 3 am at local time
F. Award of Contract	
ITB 34.1	The Adjudicator proposed by the Employer is instructor Robel K. The hourly fee for this proposed Adjudicator shall be 500 per hour . The biographical data of the proposed Adjudicator is as attached to this Bid Data Sheet.

Section 3. Evaluation and Qualification Criteria

This section, read in conjunction with Section 1, Instructions to Bidders and Section 2, Bid Data Sheet, contains all the factors, methods and criteria that the Employer shall use to evaluate a bid and determine whether a bidder has the required qualifications. No other factors, methods or criteria shall be used.

1. Qualification Criteria

The information required from bidders in ITB Sub-Clause 4.3 is modified as follows: No modifications.

The requirements for joint ventures in ITB Sub-Clause 4.4 are modified as follows:

1. Attach the power of attorney of the signatory (i.e.) of the bid authorizing signature of the bid on behalf of the joint venture.
2. Attach the Agreement among all partners of the joint venture (and which is legally binding on all partners),which shows that:
   (a) All partners shall be jointly and severally liable for the execution of the contract in accordance with the contract terms;
   (b) One of the partners will be nominated as being in charge, authorized to incur liabilities, and receive instructions for and on behalf of any and all partners of the joint venture; and

To qualify for award of the Contract, in accordance with ITB Sub-Clause 4.5, bidders shall meet the minimum qualifying criteria:

(a) Average annual volume of construction work over the past 3(three) years of at least **Ethiopian Birr 1,000,000**: it is mandatory to justify by manual audit report

(b) Experience as prime contractor in the construction of at least 2(two) works of a nature and complexity equivalent to the Works over the last 3(three) years (to comply with this requirement, works cited should be at least 70 percent complete); the similar nature of work means construction of store buildings, warehouses etc.

(c) Proposals for the timely acquisition (own, lease, hire, etc.) of the following essential equipment;

Equipment Type and capacity		Minimum number required
1.	Concrete mixer 350Lt	1
2.	Concrete vibrator	2
3.	Dump Trucks,10m^3 and above	1
4.	Welding machine	1
5.	Loader, 3.0m^3	1
6.	Surveying instrument(theodolite or level)	1
7.	Plate compactor,1.5 ton	1

(d) Personnel with the following qualifications and experience:

Position	Education	No	Minimum Experience(in years)	In similar Works& position (in years)
Project Manager	B.sc.Civil Engineer or COTM professional	1	5	3
Site Engineer	Advance diploma or above	1	3	2
Forman	Diploma or above	1	1	0

(e) Cash other than any advance payments which may be made under the Contract, of no less than ETB 500,000.00 should be available in bidder account. It's mandatory to justify by bank statement or bank statement or testimony from the bank

Bidders meeting the minimum required eligibility criteria, minimum qualification criteria (70% and above), and all the condition and requirement stated on this tender document will be qualified for the financial proposal analysis. But the bidder proposing the least price and have fulfil a minimum technical criteria shall be selected for negotiation.

A consistent history of litigation or arbitration awards against the Applicant or any partner of a Joint Venture may result in disqualification.

The figures for each of the partners of a joint venture shall be added together to determine the Bidder's compliance with the minimum qualifying criteria in (a) and (e) above; however, for a joint venture to qualify, each of its partners must meet at least 25 percent of minimum criteria (a), (b), and (e) above for an individual Bidder, and the partner in charge at least 40 percent of those minimum criteria. Failure to comply with this requirement will result in rejection of the joint venture's Bid.

Subcontractors' experience and resources will not be taken into account in determining the Bidder's compliance with the qualifying criteria.

SECTION 4. BIDDING FORMS

List of forms

Bid submission forms

Priced schedules

Bid security form (Bank Guarantee)

Qualification information form

Note: All forms shown the information to be completed by the bidder in hold in square brackets. E.g. [insert date] etc.

Note to Bidders: This bid Submission form should be on the letterhead of the Bidder and should be signed by a person with the proper authority to sign documents that are binding on the Bidder. Additional details on the price should be inserted if the contract payments are to be in various currencies. If the Bidder objects to the Adjudicator proposed by the Employer in the bidding documents, he should so state in his Bid, and present an alternative candidate, together with the candidate's daily fees and biographical data, in accordance with Clause 35 of the Instructions to Bidders.

Bid Submission Form

Date: [February 27]

Procurement Reference No.: [1]

Page: [28] of [76s] pages

To: [EiABC]

We, the undersigned, declare that:

a) We have examined and have no reservations to the Bidding Documents, including Addenda No.: [insert the number and issuing date of each Addenda];
b) We offer to execute the [insert the name and procurement reference number of the Contract] in conformity with the Bidding Documents for the Contract Price of [insert amount in numbers and words] Ethiopian Birr, excluding any discounts offered at (d) below;
c) The advance payment (which shall be payable in the same currencies and percentages as the Contract Price) required is Ethiopia birr.

d) The discounts offered and the methodology for their application are: ……
   - Unconditional Discounts. If our bid is accepted, the following discounts shall apply. [Specify in detail each discount offered and the specific item to which it applies.]
     Methodology of Application of the Discounts. The discounts shall be applied using the following method: [Specify in detail the method that shall be used to apply the discounts];
   - Conditional Discounts. If our bid(s) are accepted, the following discounts shall apply. [Specify in detail each discount offered and the specific item to which it applies.]
     Methodology of Application of the Discounts. The discounts shall be applied using the following method: [Specify in detail the method that shall be used to apply the discounts];

e) Our bid shall be valid for a period of [specify the number of days that the bid is valid for] calendar days from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 20.1, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
f) We, including any subcontractors or suppliers for any part of the contract, have nationality from the following eligible countries: [insert the nationality of the Bidder, including that of all parties that comprise the Bidder, if the Bidder is a JV, and the nationality each subcontractor and supplier]
g) We have no conflict of interest in accordance with ITB Sub-Clause 3.2;
h) Our firm, its affiliates or subsidiaries—including any subcontractors or suppliers for any part of the contract—has not been debarred from participation in public procurement by the Government of the Federal Democratic Republic of Ethiopia, in accordance with ITB Sub-Clause 3.4;
i) We have read and understood the provisions on fraud and corruption in ITB Clause 36 and we undertake to abide by the Code of Ethical Conduct for Bidders during the procurement process and the execution of any resulting contract;
j) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.
k) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Signed: [insert signature of person whose name and capacity are shown] in the capacity of [insert legal capacity of person signing the Bid]

Name: Mrs. Ashenafi

Duly authorized to sign the bid for and on behalf of: Mrs. Samuel

Dated on February 27

Note to Bidders: Bidders shall submit a fully priced Bills of Quantities for Admeasurements' Contracts or Schedule of Activities for Lump Sum Contract as provided in Section 6 of the Bidding Documents. Each page of the Bills of Quantities or the Schedule of Activities should be signed by a person with the proper authority to sign documents for the Bidder.

Priced Schedules

(Bills of Quantities or Schedule of Activities)

Note to Bidders: This Bid Security should be on the letterhead of the issuing Financial Institution and should be signed by a person with the proper authority to sign the Bid Security. It should be included by the Bidder in its bid, in accordance with ITB Clause 16.

Bid Security (Bank Guarantee)

Date: February 27,2019

Procurement Reference No.:1

Page 31of 74pages

To: EiABC

Whereas Amanuel Gebreyesus (hereinafter "the Bidder") has submitted its bid dated February 27,2019 of bid submission] for procurement reference no. PPA 2006 for the construction of admeasurement called "the Bid."

KNOW ALL PEOPLE by these presents that WE Commercial Bank of Ethiopia having our registered office at Lideta (hereinafter "the Bank"), are bound unto EiABC (hereinafter "the Employer") in the sum of 2 percent of total cost for which payment well and truly to be made to the aforementioned Employer, the Bank binds itself, its successors or assignees by these presents.

Sealed with the Common Seal of this bank, this February 27,2019.

THE CONDITIONS of this obligation are the following:

1. If the Bidder withdraws its bid during the period of bid validity specified by the Bidder in the Bid Submission Form, except as provided in ITB Sub-Clause 20.2; or

2. If the Bidder, having been notified of the acceptance of its bid by the Employer, during the period of bid validity, fails or refuses to:

(a) Execute the Contract; or

(b) Furnish the Performance Security, in accordance with the ITB Clause 33; or

(c) Accept the correction of its bid by the Employer, pursuant to ITB Clause 27.

We undertake to pay the Employer up to the above amount upon receipt of its first written demand, without the Employer having to substantiate its demand, provided that in its demand the Employer state that the amount claimed by it is due to it, owing to the occurrence of one or more of the above conditions, specifying the occurred conditions.

This guarantee shall remain in force up to and including twenty-eight (28) days after the period of bid validity, as stated in the Bid Submission Form or as it may be extended by the Bidder, notice of which extension(s) to the Bank is hereby waived. Any demand in respect thereof should be received by the Bank no later than the above date.

This Guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.

Name:Ashenafi in the capacity of General manager.

Signed:

Duly authorized to sign the bid for and on behalf of: Commercial Bank of Ethiopia

Dated on 27 day of2,2019.

Note to Bidders: The information to be filled in by bidders in the following pages will be used for purposes of post-qualification or for verification of pre-qualification as provided for in Clause 4 of the Instructions to Bidders. This information will not be incorporated in the Contract. Attach additional pages as necessary. If used for pre-qualification verification, the Bidder should fill in updated information only.

Qualification Information Form

1. Individual Bidders or Individual Members of Joint Ventures

1.1) Constitution or legal status of Bidder: renewed trade licence

Place of registration: EiABC

Principal place of business: lideta

Power of attorney of signatory of Bid:Mrs Robel

1.2) Average annual volume of construction work performed in the previous number of years specified in Section 3, in the currency specified in Section 3, Evaluation and Qualification Criteria:

Year:	3years average				
Volume:	1,000,000 ETB				

1.3) Work performed as prime Contractor on works of a similar nature and volume over the last five years. The values should be indicated in the same currency used for Item 1.2 above. Also list details of work under way or committed, including expected completion date.

	Project name and country	Name of client and contact person	Type of work performed and year of completion	Value of contract
a) b)	G12 residential building	EiABC	All suband super structure,164 days	

1.4) Major items of Contractor's Equipment proposed for carrying out the Works. List all information requested below. Refer to Section 3, Evaluation and Qualification Criteria.

Item of equipment	Description, make, and age (years)	Condition (new, good, poor) and number available	Owned, leased (from whom?), or to be purchased (from whom?)
(a)con. mixer (b)vibrator etc.	10 years 8years	Good,1 Good,1	owned owned

1.5) Qualifications and experience of key personnel proposed for

administration and execution of the Contract. Attach biographical data.

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Position	Name	Qualifications	Years of experience (general)	Years of experience in proposed position
a	Ashenafi Biru	BSC	1	1
b	oliyad bayissa	BSC	1	1

1.6) Proposed subcontracts and firms involved

Sections of the Works	Value of subcontract	Subcontractor (name and address)	Experience in similar work
(a) (b)	No sub contract	no	no

1.7) Financial reports for the last three years: balance sheets, profit and loss statements, auditors' reports, etc. List below and attach copies.

1.8) Evidence of access to financial resources to meet the qualification requirements: cash in hand, lines of credit, etc. List below and attach copies of support documents.

1.9) Name, address, and telephone, telex, and facsimile numbers of banks that may provide references if contacted by the Employer.

1.10) Information on current litigation in which the Bidder is involved.

Other party(ies)	Cause of dispute	Amount involved
(a) Adjucator (b)	Payment delay	1

1.11) Proposed Program (work method and schedule). Descriptions, drawings, and charts, as necessary, to comply with the requirements of the bidding documents.

2. Joint Ventures

2.1) The information listed in 1.1 - 1.10 above shall be provided for each partner of the joint venture.

2.2) The information in 1.11 above shall be provided for the joint venture.

2.3) Attach the power of attorney of the signatory (ies) of the Bid authorizing signature of the Bid on behalf of the joint venture.

2.4) Attach the Agreement among all partners of the joint venture (and which is legally binding on all partners), which shows that

a) All partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;
b) One of the partners will be nominated as being in charge, authorized to incur liabilities, and receive instructions for and on behalf of any and all partners of the joint venture; and
c) The execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.

3. **Additional Requirements**	3.1) Bidders should provide any additional information required in Sections 2 or 3 of the Bidding Document or to fulfil the requirements of Sub-Clause 4.1 and Clause 30 of the Instructions to Bidders, if applicable.

SECTION 5. ELIGIBLE COUNTRIES

PROCUREMENT REFERENCE NUMBER:

All countries are eligible except countries subject to the following provisions.

A country shall not be eligible if:

a) As a matter of law or official regulation, the Government of the Federal Democratic Republic of Ethiopia prohibits commercial relations with that country, provided that the Government is satisfied that such exclusion does not preclude effective competition for the provision of the works required; or
b) By an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Government of the Federal Democratic Republic of Ethiopia prohibits any procurement of works from that country or any payments to persons or entities in that country.

PART 2 – SCHEDULE OF REQUIREMENTS

Section 6(A) – Scope of works

Section 6(B) – Technical Specifications

Section 6(C) – Drawings

Section 6(D) – Un priced Bills of Quantities

6(A) SCOPE OF WORKS

Description of the works

The work consists of the construction of G+1 residential building, at Addis Ababa, Ethiopia.

Duration of the service

The duration of the complete construction work is envisaged to be 164 day.

6 (B) Technical specification and methods of measurement

BaTCoDA's standard technical specification of March 1991 is an integral part of this contract.

6 (C) Drawings

Drawings are given.

- Architectural drawings, like
  - Ground, first floor and second floor plan
  - Section
  - Front, rear, right and left Elevation
  - Site plan
- Structural drawing
  - Foundation plan and section
  - Slab plan
  - Beam section
  - Column section
- Sanitary drawing
- Electrical drawing

6 (D) Non-priced bill of quantities

Bill of Quantity and Specification for

Apartment Building Project

A.SUB STRUCTURE

1. Excavation and Earth work…….

2. Concrete Work……..

Sub Total-A……

B.SUPER-STRUCTURE

1. Concrete Work……..

2. Walling……...

3. Roofing……...

4. Aluminum and Metal Work……

5. Finishing…….....

6. Painting……..

7. Sanitary Installation…….

8. Electrical and Mechanical Installation……..

Sub Total-B……..

Grand Total A+B……...

15% VAT……

Grand Total after VAT……

	Bill of quantity for G+1 Resdential Building				
Item No.	**Description**	**Unit**	**Qty**	**Unit Rate**	**Amount**
	A. SUBSTRUCTURE				
	1.EXCAVATION AND EARTH WORK				
1.1	**Clear of the site to remove top soil to an average depth of 20cm.**	**M^2**	**374**		
1.2	**Pit Excavation for isolated footing in ordinary soil from reduced level to a depth not exceeding 150cm.**	**M^3**	**100.80**		
1.3	**Pit Excavation for isolated footing in ordinary soil below 150cm but not exceeding 300cm from reduced level.**	**M^3**	**100.80**		
1.4	**Trench excavation in ordinary soil to a maximum depth of 150cm from reduced level.**	**M^3**	**37.43**		

1.5	**Selected material fill around foundations with non expansive soil and ram in layers not exceeding 20cm each. Compaction shall attain a minimum of 98% proctor density.**	**M^3**	**197.13**		
1.7	**Cart away all surplus excavated soil to a distance not exceeding 5 km. from site.**	**M^3**	**259.43**		
1.8	**25cm thick basaltic or equivalent stone approved by the consultant hard-core well rolled consolidated and blinded with crushed stones.**	**M^2**	**74.86**		
	Total Carried to Summary				
	2. CONCRETE WORK				
2.1	**5cm thick lean concrete C-5, 150kg cement per meter cube of concrete under:**				
	a) Under Footing pads	**M^2**	**46.56**		
	b) Under Grade beams	**M^2**	**12.42**		
	c) under Masonary wall	**M^2**	**30.99**		
	e)under man hole	**M2**	**1.10**		
2.2	**Concrete quality C-25 with min. cement content of 360kg /m3 of concrete filled in to formwork and vibrated around reinforcements, formwork and reinforcements shall be measured separately.**				
	a) In Footing pads.	**M^3**	**15.48**		
	b) In foundation Column	**M^3**	**2.49**		
	c) In Grade Beams	**M^3**	**4.9504**		
	d) In 100mm Ground f. slab	**M^2**	**80.32**		
	e)in man hole	**M3**	**2.16**		
	f) in septinc tank	**M3**	**9.20**		
2.4	**Provide, cut and fix in position timber or steel or a combination of two formwork or equivalent.**				
	a) In Footing pads.	**M^2**	**32.59**		
	b) In foundation Column	**M^2**	**34.51**		
	c) In Grade Beams	**M^2**	**15.80**		
2.5	**Steel reinforcements according to the drawing, price shall including cutting, bending placing in position using tying wires and spacers.**				
	a) dia. 8 mm deformed bar.	**Kg**	**228.53**		
	b) dia. 10 mm deformed bar.	**Kg**	**385.01**		
	c) dia. 12 mm deformed bar.	**Kg**	**1726.98**		
	d) dia. 14 mm deformed bar.	**Kg**	**274.20**		
	e) dia. 16 mm deformed bar.	**Kg**	**517.51**		
	Total Carried to Summary				
3	**MASONRY WORK**				

	500mm thick basaltic or equivalent stone masonry foundation bedded in cement sand mortar below N.G.L (1:3). If for fence may applied	**M3**	**34.88**		
	Total Carried to Summary				
	B. SUPERSTRUCTURE				
	1.CONCRETE WORK				
1.1	**Concrete quality C-25**				
	a) In elevation columns.	**M^3**	**4.81**		
	b) In Floor Beams	**M^3**	**3.81**		
	c) In Roof Beams	**M^3**	**2.97**		
	d) In 150mm thick first floor slab	**M^2**	**63.08**		
	e) In stair case	**M^3**	**0.57**		
1.2	**Provide, cut and fix in position timber or steel or a combination of two formwork**				
	a) In elevation columns.	**M^2**	**71.31**		
	b) In Floor Beams	**M^2**	**50.25**		
	c) In Roof Beams	**M^2**	**53.25**		
	f) In stair case	**M^2**	**17.25**		
	g) In Solid Slab	**M^2**	**69.44**		
1.3	**Steel reinforcements**				
	b) dia. 8 mm deformed bar.	**Kg**	**1316.05**		
	c) dia. 10 mm deformed bar.	**Kg**	**485.38**		
	d) dia. 12 mm deformed bar.	**Kg**	**1726.98**		
	e) dia. 14 mm deformed bar.	**Kg**	**1665.70**		
	f) dia. 16 mm deformed bar.	**Kg**	**950.34**		
	Total Carried to Summary				
	2. BLOCK WORK				
	20cm thick External HCB wall bedded in cement sand mortar mix 1:3 ratio and both sides left for plastering.	**M^2**	**119.14**		
	15cm thick internal HCB wall bedded in cement sand mortar mix 1:3 ratio and both sides left for plastering.	**M^2**	**65.87**		
	Total Carried to Summary				
	3. ROOF AND DAMP PROOFING WORK				
	decra Roof cover or equivalent roof tile fixed to zigba wood purlin placed c/c 35cm. Measurement in horizontal projection.	**M^2**	**94.02**		
	copping building with width 25cm metal sheet	**ml**	**101.40**		

	Total Carried to Summary				
	4.CARPENTRY & JOINERY				
4.1	**CARPENTRY**				
	Supply, fabricate and mount Eucaliptus wood truss according to the structural drawing. Price shall include two coats of anti-termite treatment and all other necessary accessories. The connection joints shall be approved by the responsible engineer.				
	a) Eucalyptus wood upper & lower members.Dia. 100mm.	**Ml**	**202.32**		
	b) Eucalyptus vertical and diagonal members.Dia. 80mm.	**Ml**	**176.985**		
	c) Sawn Zigba wood roof purlins50x70mm placed at c/c 1200mm.	**Ml**	**152.85**		
	d) cilling butten 40*50mm placed	**Ml**	**163.04**		
4.2	**JOINERY**				
4.2.1	**Supply and fix 40 mm thick semi soild core flush wooden doors covered and decorated with 3 mm thick plywood as shown on the drawings. Price includes three coats of varnish paint and all the nessassary iron mongery and approved quality cylindrical lock and hinges.**				
	a) GF-D1 Size 800*2100mm	**Pcs**	**9**		
	b) GF-D2 Size 1200*2100mm	**Pcs**	**2**		
	c) GF-D3 Size 640*2100mm	**Pcs**	**3**		
	5. ALUMINIUM and METAL WORK				
4.2.2	**Supply and fix 4mm thick Aluminuim framed window doors, doors windows and /or curtain. Price shall include genuine accessories, approved ASSA,CISA or equivalent lock and handle approved by the engineer,4mm thick tinted glass with weather gasket.**				
	WINDOWS				
	a) GW1 Size 1800*1530mm	**Pcs**	**1**		
	b) GW2 Size 1800*1530mm	**Pcs**	**2**		
	c) GW3 Size 1200*1400mm	**Pcs**	**2**		
	d) GW1 Size 3000*2100mm	**Pcs**	**1**		
	e) GW2 Size 900*3350mm	**Pcs**	**2**		
	f) GW3 Size 1410*1350mm	**Pcs**	**2**		
	Total Carried to Summary				
	5. PLASTERING				
	Apply three coats of plaster in cement-sand mortar(1:3). Price shall include exposed surface of beams, slabs and columns, pre- cleaning and preparation of the surface.				
	a.To external wall surface	**M^2**	**208**		
	b.To internal wall surface	**M^2**	**399.30**		

	Total Carried to Summary				
	6. FINISHING				
	WALL AND FLOOR FINISH				
7.1	**Supply and lay to floor 300x300x8mm thick ceramic floor tile with cement paste and joints shall be grouted with white cement.**	**M^2**	**58.00**		
7.2	**Supply and fix 2mm thick PVC floor tiles with approprate adh. Price shall include preparation of the surface and other incidental works. The colour should be approved by the Architect.**	**M^2**	**100.82**		
7.3	**Supply and lay Marble tread and riser for stair bedded in cement-sand screed 1:3. price includes cement screed, mirror polishing and all nacessary works**				
	a) 3cm thick 30cm wide Thread	**M^2**	**21**		
	b) 2cm thick 15cm wide Riser	**M^2**	**20.7**		
	c.marble landing	**M2**	**2.78**		
	Total Carried to Summary				
	7. GLAZING WORK				
	4mm thick clear glass with Aluminium frames	**M^2**	**8.96**		
	Total Carried to Summary				
	8. PAINTING WORK				
	Apply three coats of plastic paint to internal plastered wall surfaces.	**m^2**	**399.30**		
	Ditto but extenal quartez paints	**m^2**	**208.43**		
	Ditto but to RC soffit slab stair case and landing	**m^2**	**31.32**		
	Total Carried to Summary				
	10. ELECTRICAL WORKS				
	10.1SWITCHES				
	10.1.1.recassed mounted One way switches				
	a.ground floor	**pcs**	**6.00**		
	b.first floor	**pcs**	**8.00**		
	10.1.2.RECESSED MOUNTED TWO WAY SWITCH				
	a.ground floor	**pcs**	**4.00**		
	10.2.SOCKET OUTLETS AND POWER POINTS				
	a.WP socket	**pcs**	**6.00**		
	b.16A soket	**pcs**	**1.00**		
	c.25A Soket	**pcs**	**1.00**		
	d.normal electric soket	**pcs**	**6.00**		
	e.type 5 electric soket	**pcs**	**4.00**		

	10.3.TELEPHONE SYSTEMS				
	Telephone points only heavy duty rigid thermoplastic conduit				
	of minimum diameter of 19mm as per Telecomunication				
	Authority's specification including junction boxes with cover,				
	a.Telepone line intake from ETCO	**m**	**12.80**		
	b.TD Box for telepone line	**pcs**	**8.00**		
	10.4.TYPES OF LIGHT FITTINGS WITH LAMPS				
	a.DISANO 777 141202/08 with FL2*36lamp	**pcs**	**2.00**		
	b.MASSIVE756 30/ 21/67 with A60 -100W lamp	**pcs**	**1.00**		
	c.DISANO 418 214561/92 with FL1*14w lamp	**pcs**	**2.00**		
	d.RZW 621072.984.79 withFLX1*14wlamp	**pcs**	**5.00**		
	e.DISANO 746112620-00 with FC 22W Lamp	**pcs**	**4.00**		
	RBZ 931087.962 TCD2*18 W LAMP	**pcs**	**1.00**		
	f.MODUS SPC 118AL with 1*18W Compacted flooresent lampG24	**pcs**	**5.00**		
	g.DISANO 777 141202/08 WITH FL 2*36 lamp	**pcs**	**5.00**		
	h.RBZ 211027.922.79with 1*TC-DEL 13W compacted floresenr lamp	**pcs**	**1.00**		
	i.MASSIVE36506/43/10with4*E14/40W lamp	**pcs**	**2.00**		
	j.PHILIPS KBS200 1*QL55W830	**pcs**	**4.00**		
	k.Distribution board main distribution board(MDB)	**pcs**	**1.00**		
	l.sub distribution board(SDB)	**pcs**	**1.00**		
	10.5.ELECTRIC LINE FOR LIGHTING				
	a. living and dining room(ground floor)	**m**	**35.45**		
	b.verendah	**m**	**12.70**		
	c.corridor,WC, store	**m**	**21.79**		
	d.for all 1st floor rooms	**m**	**42.94**		
	10.6. ELECTRICAL WIRES				
	a.WIRE(5*10)MBD	**m**	**18.95**		
	b.WIRE(3*6)MBD	**m**	**10.35**		
	10.7.ELEC LINES FOR SOCKETS				
	a.ground floor	**m**	**26.19**		
	b.1st froor	**m**	**19.91**		
	10.8.LOW VOLTAGE EARTHING SYSTEM				
	a.Driving stud	**pcs**	**1.00**		
	b.Rod to tape clamp	**pcs**	**1.00**		
	c.Coupling dowel	**pcs**	**1.00**		
	d.spike	**pcs**	**1.00**		
	e.dia.16mm Copper road	**m**	**3.20**		
	f.Earth conducter bare copper	**m**	**12.00**		
	g.low voltage system earthing(2400*16mm)	**m**	**2.40**		
	h.kwh meter by EEPCO	**pcs**	**1.00**		
	10.9. BELL LINE SYSTEM				
	a.Electric bell line	**m**	**21.31**		
	bExternal electric bell line	**m**	**28.35**		
	Total Carried to Summary				

	11.SANITARY INSTALLATION				
	11.1For waste Water Line				
	11.1.1.waste Water Pipe Stalk 1				
	a.uPVC pipe for waste water line A/diameter of 50mm	**m**	**3.35**		
	b.bath tub	**pcs**	**1.00**		
	c.man hole type 5	**pcs**	**1.00**		
	11.1.2.waste Water Pipe Stalk 2				
	a. Upvc pipe for waste water line				
	a.1 Diameter of 50 mm	**m**	**1.22**		
	b.2 Diameter of 110 mm	**m**	**8.70**		
	b.Water Closet	**pcs**	**2.00**		
	c.floor drain (Diameter=10cm assume having reducer)	**pcs**	**1.00**		
	d.vent cap (Diameter=10cm assume having reducer)	**pcs**	**1.00**		
	e.man hole type 5	**pcs**	**1.00**		
	11.1.3 waste Water Pipe Stalk 3				
	a.Upvc pipe for waste water line				
	a.1.Diameter of 75 mm	**m**	**6.39**		
	a.2.Diameter of 50 mm	**m**	**2.14**		
	b.Water Closet	**pcs**	**2.00**		
	c.bath tub	**pcs**	**1.00**		
	d.floor drain (Diameter=10cm assume having reducer)	**pcs**	**1.00**		
	e.hand wash basin	**pcs**	**1.00**		
	f.man hole 5	**pcs**	**1.00**		
	11.1.4 waste Water Pipe Stalk 4				
	a. u PVC pipe for waste water line				
	a.1. Diameter of 50 mm	**m**	**0.51**		
	a.2.Diameter of 75 mm	**m**	**6.05**		
	b.Water Closet	**pcs**	**1.00**		
	c.hand wash basin	**pcs**	**1.00**		
	d.shower	**pcs**	**1.00**		
	e.floor drain (Diameter=10cm assume having reducer)	**pcs**	**1.00**		
	f.vent cap (Diameter=10cm assume having reducer)	**pcs**	**1.00**		
	g.man hole 1	**pcs**	**1.00**		
	11.1.5 waste Water Pipe Stalk 5				
	a. u PVC pipe for waste water line				
	a.1 Diameter of 75 mm	**m**	**3.38**		
	a.2 Diameter of 50 mm	**m**	**0.45**		
	b.kichen sink	**pcs**	**1.00**		
	c.floor drain (Diameter=10cm assume having reducer)	**pcs**	**1.00**		
	d.vent cap (Diameter=10cm assume having reducer)	**pcs**	**1.00**		
	e.man hole 2	**pcs**	**1.00**		
	11.1.6 waste Water Pipe Stalk 6				
	a. Upvc pipe for waste water line				
	a.1. Diameter of 75 mm	**m**	**2.62**		
	a.2. Diameter of 50 mm	**m**	**1.43**		
	b.Water Closet	**pcs**	**2.00**		
	c. kichen sink	**pcs**	**1.00**		

	d.floor drain (Diameter=10cm assume having reducer)	**pcs**	**1.00**		
	e.vent cap (Diameter=10cm assume having reducer)	**pcs**	**1.00**		
	f.man hole 3	**pcs**	**1.00**		
	11.1.7 waste Water Pipe Stalk 7				
	a.Upvc pipe for waste water line				
	a.1. Diameter of 50 mm	**m**	**3.57**		
	a.2. Diameter of 110 mm	**m**	**1.62**		
	b.Water Closet	**pcs**	**1.00**		
	c.hand wash basin	**pcs**	**1.00**		
	d.man hole 4	**pcs**	**1.00**		
	11.2.water supply Riser Diagram				
	11.2.1for hot water line				
	1)HDPE pipe for hot water line				
	a. Diameter of 20 mm	**m**	**26.81**		
	b.water closet	**pcs**	**4.00**		
	c.50 Liter water heater(for both hot and cold water line)	**pcs**	**3.00**		
	d.Gate valve	**pcs**	**8.00**		
	e.hand wash basin(for both hot and cold water line)	**pcs**	**4.00**		
	2)HDPE pipe for hot water line				
	a. Diameter of 32 mm	**m**	**9.65**		
	b. Diameter of 20 mm	**m**	**37.36**		
	c.Bath Tub	**pcs**	**2.00**		
	d.Gate valve	**pcs**	**16.00**		
	e.shower	**pcs**	**1.00**		
	f.Kitchen sink	**pcs**	**1.00**		
	g.Elevated cold water tank	**pcs**	**1.00**		
	11.3.Storm Drainage				
	1.5% slope for bathroom pipes				
	1.2%sope for main pipes				
	A) 20 cm diameter uPVC	**m**	**49.31**		
	B)Down pie(diameter 75 mm)	**pcs**	**16.00**		
	C)Concrete ditch(diameter 300mm)	**pcs**	**1.00**		
	D) Man hole(800 mm x800 mm)	**pcs**	**6.00**		
	E)Septic tank(2m x 3 m)	**pcs**	**1.00**		
	Total Carried to Summary				
	12. 3cm thick red terazzo pavement finishing				
	12.1. *considering all the compound is layed with terazzo tile except the septinc tank, manehole and green area	**m2**	**112.63**		
	12.2. 10cm thick red ash bedded near the terrazzo tile	**m2**	**112.63**		
	Total Carried to Summary				

PART 3 – CONTRACT CONDITIONS AND FORMS

Section 7 – general conditions of contract

Section 8 – special conditions of contract

Section 9 – contract forms

Section 7. General Conditions of Contract

A) General

1) Definitions

1.1 The following words and expressions shall have the meanings hereby assigned to them:

The "Activity Schedule" means the priced Activity Schedule forming part of the Bid for a Lump Sum Contract.

The "Adjudicator" is the person appointed jointly by the Employer and the Contractor to resolve disputes in the first instance, as provided for in Clauses 24 and 25 hereunder.

"Bill of Quantities" means the priced and completed Bill of Quantities forming part of the Bid for an Admeasurement contract.

"Compensation Events" are those defined in Clause 44 hereunder.

The "Completion Date" is the date of completion of the Works as certified by the Engineer, in accordance with Sub-Clause 55.1.

The "Contract" is the Contract between the Employer and the Contractor to execute, complete, and maintain the Works. It consists of the documents listed in Clause 2.3 below.

The "Contractor" is a person or corporate body whose Bid to carry out the Works has been accepted by the Employer and means "Supplier" as defined in the Public Procurement Proclamation.

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

"Days" are calendar days; "months" are calendar months.

"Day works" are varied work inputs subject to payment on a time basis for the Contractor's employees and Equipment, in addition to payments for associated Materials and Plant.

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

The "Defects Liability Certificate" is the certificate issued by Engineer upon correction of defects by the Contractor.

The "Defects Liability Period" is the period named in the Special Conditions of Contract and calculated from the Completion Date.

"Drawings" include calculations and other information provided or approved by the Engineer for the execution of the Contract.

The "Employer" is the party who employs the Contractor to carry out the Works and means "Procuring Entity" as defined in the Public Procurement Proclamation.

The "Engineer" is the person named in the Special Conditions of Contract (or any other competent person appointed by the Employer and notified to the Contractor, to act in replacement of the Engineer) who is

responsible for supervising the execution of the Works and administering the Contract.

"Equipment" is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.

The "Initial Contract Price" is the Contract Price listed in the Employer's Letter of Acceptance.

The "Intended Completion Date" is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is specified in the Special Conditions of Contract. The Intended Completion Date may be revised only by the Engineer by issuing an extension of time or an acceleration order.

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

"Plant" is any integral part of the Works that shall have a mechanical, electrical, chemical, or biological function.

The "Site" is the area defined as such in the Special Conditions of Contract.

"Site Investigation Reports" are those that were included in the bidding documents and are factual and interpretative reports about the surface and subsurface conditions at the Site.

"Specification" means the Specification of the Works included in the Contract and any modification or addition made or approved by the Engineer.

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

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

The "Contractor's Bid" is the completed bidding document submitted by the Contractor to the Employer.

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

A "Variation" is an instruction given by the Engineer, which varies the Works.

The "Works" are what the Contract requires the Contractor to construct, install, and turn over to the Employer, as defined in the Special Conditions of Contract.

2) Interpretation

2.1) In interpreting these General Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Engineer will provide instructions clarifying queries about these General Conditions of Contract.

2.2) If sectional completion is specified in the Special Conditions of Contract, references in the General Conditions of Contract to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended

Completion Date for the whole of the Works).

2.3) The documents forming the Contract shall be interpreted in the following order of priority:

(1) Agreement,

(2) Letter of Acceptance,

(3) Contractor's Bid,

(4) Special Conditions of Contract,

(5) General Conditions of Contract,

(6) Specifications,

(7) Drawings,

(8) Bill of Quantities or Activity Schedule, and

(9) Any other document listed in the Special Conditions of Contract as forming part of the Contract.

3) Language and Law

3.1) The language of the Contract is English and the law governing the Contract is that of the Federal Democratic Republic of Ethiopia, unless otherwise specified in the Special Conditions of Contract.

4) Engineer's Decisions

4.1) Except where otherwise specifically stated and subject to any restrictions in the Special Conditions of Contract, the Engineer will decide contractual matters between the Employer and the Contractor in the role representing the Employer.

5) Delegation

5.1) The Engineer may delegate any of his duties and responsibilities to other people, except to the Adjudicator, after notifying the Contractor, and may cancel any delegation after notifying the Contractor.

6) Communications

6.1) Communications between parties that are referred to in the Conditions shall be effective only when in writing. A notice shall be effective only when it is delivered.

7) Subcontracting

7.1) The Contractor may subcontract with the approval of the Engineer, but may not assign the Contract without the approval of the Employer in writing. Subcontracting shall not alter the Contractor's obligations.

8) Other Contractors

8.1) The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Employer between the dates given in the Schedule of Other Contractors, as referred to in the Special Conditions of Contract. The Contractor shall also provide facilities and services for them as described in the Schedule. The Employer may modify the Schedule of Other Contractors, and shall notify the Contractor of any such modification.

9) Personnel

9.1) The Contractor shall employ the key personnel named in the Schedule of Key Personnel, as referred to in the Special Conditions of Contract, to carry out the functions stated in the Schedule or other personnel approved by the Engineer. The Engineer will approve any proposed replacement of key personnel only if their relevant qualifications and abilities are substantially equal to or better than those of the personnel listed in the Schedule.

9.2) If the Engineer asks the Contractor to remove a person who is a member of the Contractor's staff or work force, stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.

10) Employer's and Contractor's Risks

10.1) The Employer carries the risks which this Contract states are Employer's risks, and the Contractor carries the risks which this Contract states are Contractor's risks.

11) Employer's Risks

11.1) Unless otherwise specified in the SCC, from the Start Date until the Defects Correction Certificate has been issued, the following are Employer's risks:

a) The risk of personal injury, death, or loss of or damage to property (excluding the Works, Plant, Materials, and Equipment), which are due to:
    i. Use or occupation of the Site by the Works or for the purpose of the Works, which is the unavoidable result of the Works, or
    ii. Negligence, breach of statutory duty, or interference with any legal right by the Employer or by any person employed by or contracted to him except the Contractor.
b) The risk of damage to the Works, Plant, Materials, and Equipment to the extent that it is due to a fault of the Employer or in the Employer's design, or due to war or radioactive contamination directly affecting the country where the Works are to be executed.

11.2) From the Completion Date until the Defects Correction Certificate has been issued, the risk of loss of or damage to the Works, Plant, and Materials is a Employer's risk except loss or damage due to

a) A Defect which existed on the Completion Date,
b) An event occurring before the Completion Date, which was not itself a Employer's risk, or
c) The activities of the Contractor on the Site after the Completion Date.

12) Contractor's Risks

12.1) From the Starting Date until the Defects Correction Certificate has been issued, the risks of personal injury, death, and loss of or damage to property (including, without limitation, the Works, Plant, Materials, and Equipment) which are not Employer's risks are Contractor's risks.

13) Insurance

13.1) The Contractor shall provide, in the joint names of the Employer and the Contractor, insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts and deductibles stated in the Special Conditions of Contract for the following events which are due to the Contractor's risks:

a) Loss of or damage to the Works, Plant, and Materials;
b) Loss of or damage to Equipment;
c) Loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract; and
d) Personal injury or death.

13.2) Policies and certificates for insurance shall be delivered by the Contractor to the Engineer for the Engineer's approval before the Start Date. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.

13.3) If the Contractor does not provide any of the policies and certificates required, the Employer may effect the insurance which the Contractor should have provided and recover the premiums the Employer has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.

13.4) Alterations to the terms of insurance shall not be made without the approval of the Engineer.

13.5) Both parties shall comply with any conditions of the insurance policies.

14) Site Investigation Reports

14.1) The Contractor, in preparing the Bid, shall rely on any Site Investigation Reports referred to in the Special Conditions of Contract, supplemented by any information available to the Bidder.

15) Queries about the Special Conditions of Contract

15.1) The Engineer will clarify queries on the Special Conditions of Contract.

16) Contractor to Construct the Works

16.1) The Contractor shall construct and install the Works in accordance with the Specifications and Drawings.

17) The Works to Be Completed by the Intended Completion Date

17.1) The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the Program submitted by the Contractor, as updated with the approval of the Engineer, and complete them by the Intended Completion Date.

18) Approval by the Engineer

18.1) The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Engineer, who is to approve them if they comply with the Specifications and Drawings.

18.2) The Contractor shall be responsible for design of Temporary Works.

18.3) The Engineer's approval shall not alter the Contractor's responsibility for design of the

Temporary Works.

18.4) The Contractor shall obtain approval of third parties to the design of the Temporary Works, where required.

18.5) All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Engineer before this use.

19) Safety

19.1) The Contractor shall be responsible for the safety of all activities on the Site.

20) Discoveries

20.1) Anything of historical or other interest or of significant value unexpectedly discovered on the Site shall be the property of the Employer. The Contractor shall notify the Engineer of such discoveries and carry out the Engineer's instructions for dealing with them.

21) Possession of the Site

21.1) The Employer shall give possession of the Site to the Contractor, as defined in the Contractor's approved work program. If possession of a part is not given by the date stated in the approved work program, the Employer will be deemed to have delayed the start of the relevant activities, and this will be a Compensation Event.

22) Access to the Site

22.1) The Contractor shall allow the Engineer and any person authorized by the Engineer access to the Site and to any place where work in connection with the Contract is being carried out or is intended to be carried out.

23) Instructions

23.1) The Contractor shall carry out all instructions of the Engineer, which comply with the applicable laws where the Site is located.

24) Disputes

24.1) If the Contractor believes that a decision taken by the Engineer was either outside the authority given to the Engineer by the Contract or that the decision was wrongly taken, the decision shall be referred to the Adjudicator within 14 days of the notification of the Engineer's decision.

25) Procedure for Disputes

25.1) The Adjudicator shall give a decision in writing within 28 days of receipt of a notification of a dispute.

25.2) The Adjudicator shall be paid by the hour at the rate specified in the Bid Data Sheet and Special Conditions of Contract, together with reimbursable expenses of the types specified in the Special Conditions of Contract, and the cost shall be divided equally between the Employer and the Contractor, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within 28 days of the Adjudicator's written decision. If neither party refers the dispute to arbitration within the above 28 days, the Adjudicator's decision will be final and

binding.

25.3) The arbitration shall be conducted in accordance with the arbitration procedure published by the institution named and in the place shown in the Special Conditions of Contract.

26) Replacement of Adjudicator

26.1) Should the Adjudicator resign or die, or should the Employer and the Contractor agree that the Adjudicator is not functioning in accordance with the provisions of the Contract, a new Adjudicator will be jointly appointed by the Employer and the Contractor. In case of disagreement between the Employer and the Contractor, within 30 days, the Adjudicator shall be designated by the Appointing Authority designated in the Special Conditions of Contract at the request of either party, within 14 days of receipt of such request.

B) Time Control

27) Program

27.1) Within the time stated in the Special Conditions of Contract, the Contractor shall submit to the Engineer for approval a Program showing the general methods, arrangements, order, and timing for all the activities in the Works.

27.2) An update of the Program shall be a program showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work, including any changes to the sequence of the activities.

27.3) The Contractor shall submit to the Engineer for approval an updated Program at intervals no longer than the period stated in the Special Conditions of Contract. If the Contractor does not submit an updated Program within this period, the Engineer may withhold the amount stated in the Special Conditions of Contract from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Program has been submitted.

27.4) The Engineer's approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the Engineer again at any time. A revised Program shall show the effect of Variations and Compensation Events.

28) Extension of the Intended Completion Date

28.1) The Engineer shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining work, which would cause the Contractor to incur additional cost.

28.2) The Engineer shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Contractor asking the Engineer for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.

29) Acceleration

29.1) When the Employer wants the Contractor to finish before the Intended Completion Date, the Engineer will obtain priced proposals for achieving the necessary acceleration from the Contractor. If the Employer accepts these proposals, the Intended Completion Date will be adjusted accordingly and confirmed by both the Employer and the Contractor.

29.2) If the Contractor's priced proposals for an acceleration are accepted by the Employer, they are incorporated in the Contract Price and treated as a Variation.

30) Delays Ordered by the Engineer

30.1) The Engineer may instruct the Contractor to delay the start or progress of any activity within the Works.

31) Management Meetings

31.1) Either the Engineer or the Contractor may require the other to attend a management meeting. The business of a management meeting shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.

31.2) The Engineer shall record the business of management meetings and provide copies of the record to those attending the meeting and to the Employer. The responsibility of the parties for actions to be taken shall be decided by the Engineer either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.

32) Early Warning

32.1) The Contractor shall warn the Engineer at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work increase the Contract Price or delay the execution of the Works. The Engineer may require the Contractor to provide an estimate of the expected effect of the future event or circumstance on the Contract Price and Completion Date. The estimate shall be provided by the Contractor as soon as reasonably possible.

32.2) The Contractor shall cooperate with the Engineer in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Engineer.

C) Quality Control

33) Identifying Defects

33.1) The Engineer shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Engineer may instruct the Contractor to search for a Defect and to uncover and test any work that the Engineer considers may have a Defect.

34) Tests

34.1) If the Engineer instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no Defect, the test shall be a Compensation Event.

35) Correction of Defects

35.1) The Engineer shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion, and is defined in the Special Conditions of Contract. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.

35.2) Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Engineer's notice.

36) Uncorrected Defects

36.1) If the Contractor has not corrected a Defect within the time specified in the Engineer's notice, the Engineer will assess the cost of having the Defect corrected, and the Contractor will pay this amount.

D) Cost Control

37) Bill of Quantities or Activity Schedule

37.1) This Contract is:

a) An Admeasurement Contract with a Bill of Quantities, subject to Option 1; or
b) A Lump Sum Contract with an Activity Schedule, subject to Option 2, as indicated in the Special Conditions of Contract.

Option 1: Bill of Quantities for Admeasurement Contract

37.2) The Bill of Quantities shall contain items for the construction, installation, testing, and commissioning work to be done by the Contractor.

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

Option 2: Activity Schedule for Lump Sum Contract

37.4) The Contractor shall provide updated Activity Schedules within 14 days of being instructed to by the Engineer. The activities on the Activity Schedule shall be co-ordinated with the activities on the Program.

37.5) The Contractor shall show delivery of Materials to the Site separately on the Activity Schedule if payment for Materials on Site shall be made separately.

38) Change in the Bill of Quantities or Activity Schedule

Option 1: Changes in the Bill of Quantities for Admeasurement Contracts

38.1) If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than 25 percent, provided the change exceeds 5 percent of the Initial Contract Price, the Engineer shall adjust the rate to allow for the change.

38.2) The Engineer shall not adjust rates from changes in quantities if thereby the Initial Contract Price is exceeded by more than 15 percent, except with the prior approval of the Employer.

38.3) If requested by the Engineer, the Contractor shall provide the Engineer with a detailed cost

breakdown of any rate in the Bill of Quantities.

Option 2: Changes in the Activity Schedule for Lump Sum Contracts

38.4) The Activity Schedule shall be amended by the Contractor to accommodate changes of Program or method of working made at the Contractor's own discretion. Prices in the Activity Schedule shall not be altered when the Contractor makes such changes to the Activity Schedule.

39) Variations

39.1) All Variations shall be included in updated Programs (or in the case of Lump Sum Contracts in updated Programs and Activity Schedules) produced by the Contractor.

40) Payment for Variations

40.1) For both Admeasurement and Lump Sum Contracts, the Contractor shall provide the Engineer with a quotation for carrying out the Variation when requested to do so by the Engineer. The Engineer shall assess the quotation, which shall be given within seven days of the request or within any longer period stated by the Engineer and before the Variation is ordered.

40.2) For Admeasurement Contracts only, if the work in the Variation corresponds with an item description in the Bill of Quantities and if, in the opinion of the Engineer, the quantity of work above the limit stated in Sub-Clause 38.1 or the timing of its execution do not cause the cost per unit of quantity to change, the rate in the Bill of Quantities shall be used to calculate the value of the Variation. If the cost per unit of quantity changes, or if the nature or timing of the work in the Variation does not correspond with items in the Bill of Quantities, the quotation by the Contractor shall be in the form of new rates for the relevant items of work.

40.3) For both Admeasurement and Lump Sum Contracts, if the Contractor's quotation is unreasonable, the Engineer may order the Variation and make a change to the Contract Price, which shall be based on the Engineer's own forecast of the effects of the Variation on the Contractor's costs.

40.4) For both Admeasurement and Lump Sum Contracts, if the Engineer decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event.

40.5) For both Admeasurement and Lump Sum Contracts, the Contractor shall not be entitled to additional payment for costs that could have been avoided by giving early warning.

41) Cash Flow Forecasts

41.1) When the Program (or in the case of Lump Sum Contracts the Program or Activity Schedule) is updated, the Contractor shall provide the Engineer with an updated cash flow forecast. The cash flow forecast shall include different currencies, as defined in the Contract, converted as necessary using the Contract exchange rates.

42) Payment Certificates

42.1) The Contractor shall submit to the Engineer monthly statements of the estimated value of the work executed less the cumulative amount certified previously.

42.2) The Engineer shall check the Contractor's monthly statement and certify the amount to be paid

to the Contractor.

42.3) The value of work executed shall be determined by the Engineer.

42.4) The value of work executed shall comprise the value of:

a) The quantities of the items in the Bill of Quantities completed in the case of Admeasurement Contracts; or
b) Completed activities in the Activity Schedule in the case of Lump Sum Contracts.

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

42.6) The Engineer may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.

43) Payments

43.1) Payments shall be adjusted for deductions for advance payments and retention. The Employer shall pay the Contractor the amounts certified by the Engineer within 30 days of the date of each certificate. If the Employer makes a late payment, the Contractor shall be paid interest on the late payment in the next payment. Interest shall be calculated from the date by which the payment should have been made up to the date when the late payment is made at the prevailing rate of interest for commercial borrowing for each of the currencies in which payments are made.

43.2) If an amount certified is increased in a later certificate or as a result of an award by the Adjudicator or an Arbitrator, the Contractor shall be paid interest upon the delayed payment as set out in this clause. Interest shall be calculated from the date upon which the increased amount would have been certified in the absence of dispute.

43.3) all payments and deductions will be paid or charged in Ethiopia birr.

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

44) Compensation Events

44.1) The following shall be Compensation Events:

a) The Employer does not give access to a part of the Site by the Site Possession Date stated in the Contractor's approved work program.
b) The Employer modifies the Schedule of Other Contractors in a way that affects the work of the Contractor under the Contract.
c) The Engineer orders a delay or does not issue Drawings, Specifications, or instructions required for execution of the Works on time.
d) The Engineer instructs the Contractor to uncover or to carry out additional tests upon work, which is then found to have no Defects.
e) The Engineer unreasonably does not approve a subcontract to be let.
f) Ground conditions are substantially more adverse than could reasonably have been assumed before issuance of the Letter of Acceptance from the information issued to bidders (including the Site Investigation Reports referred to in GCC 14.1), from information available publicly and from a visual inspection of the Site.
g) The Engineer gives an instruction for dealing with an unforeseen condition, caused by the Employer, or additional work required for safety or other reasons.
h) Other contractors, public authorities, utilities, or the Employer does not work within the dates and

other constraints stated in the Contract, and they cause delay or extra cost to the Contractor.

i) The advance payment is delayed.
j) The effects on the Contractor of any of the Employer's Risks.
k) The Engineer unreasonably delays issuing a Certificate of Completion.
l) Other Compensation Events described in the Special Conditions of Contract or determined by the Engineer shall apply.

44.2) If a Compensation Event would cause additional cost or would prevent the work being completed before the Intended Completion Date, the Contract Price shall be increased and/or the Intended Completion Date shall be extended. The Engineer shall decide whether and by how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended.

44.3) As soon as information demonstrating the effect of each Compensation Event upon the Contractor's forecast cost has been provided by the Contractor, it shall be assessed by the Engineer, and the Contract Price shall be adjusted accordingly. If the Contractor's forecast is deemed unreasonable, the Engineer shall adjust the Contract Price based on the Engineer's own forecast. The Engineer will assume that the Contractor will react competently and promptly to the event.

44.4) The Contractor shall not be entitled to compensation to the extent that the Employer's interests are adversely affected by the Contractor's not having given early warning or not having cooperated with the Engineer.

45) Tax

45.1) Unless otherwise specified in the SCC, the Engineer shall not adjust the Contract Price if taxes, duties, and other levies are changed that subsequently affect the Contract Price.

46) Currencies

46.1) Where payments are made in currencies other than Ethiopian Birr, the exchange rates used for calculating the amounts to be paid shall be the exchange rates stated in the Contractor's Bid.

47) Price Adjustment

47.1) Prices shall be adjusted for fluctuations in the cost of inputs only if provided for in the Special Conditions of Contract. If so provided, the amounts certified in each payment certificate, after deducting for Advance Payment, shall be adjusted by applying the respective price adjustment factor to the payment amounts due in each currency. A separate formula of the type indicated below applies to each Contract currency:

$$pn = A + b\frac{Ln}{Lo} + c\frac{Mn}{Mo} + d\frac{En}{Eo} + etc.$$

Where:

pn is a price adjustment factor to be applied to the amount in each specific currency for each payment certificate;

A is a constant, specified in the Contractor's Bid, representing the nonadjustable portion in contractual

payments**;**

b, c, d, etc., are weightings or coefficients representing the estimated proportion of each cost element (labour, materials, equipment usage, etc.) in the Works or sections thereof, net of Provisional Sums, as specified in the Contractor's Bid; the sum of A, b, c, d, etc., shall be one**;**

Ln, Mn, En, etc., are the current cost indices or reference prices of the cost elements in the specific currency of origin at the date 28 days prior to the deadline for bid submission; and

Lo, Mo, Eo, etc., are the base cost indices or reference prices corresponding to the above cost elements at the date 28 days prior to the last day of the period to which a particular Interim Payment Certificate is related.

If a price adjustment factor is applied to payments made in a currency other than the currency of the source of the index for a particular indexed input, a correction factor **Zo**/**Zn** will be applied to the respective component factor of **pn** for the formula of the relevant currency. **Zo** is the number of units of currency of the country of the index, equivalent to one unit of the currency of payment on the date of the base index, and **Zn** is the corresponding number of such currency units on the date of the current index.

47.2) The sources of indices shall be those listed in the Contractor's Bid, as approved by the Engineer. Indices shall be appropriate for their purpose and shall relate to the Contractor's proposed source of supply of inputs on the basis of which his Contract Price and expected foreign currency requirements shall have been computed. As the proposed basis for price adjustment, the Contractor shall have submitted with his bid the tabulation of Weightings and Source of Indices, which shall be subject to approval by the Engineer.

47.3) If the value of the index is changed after it has been used in a calculation, the calculation shall be corrected and an adjustment made in the next payment certificate. The index value shall be deemed to take account of all changes in cost due to fluctuations in costs.

48) Retention

48.1) The Employer shall retain from each payment due to the Contractor the proportion stated in the Special Conditions of Contract until Completion of the whole of the Works.

48.2) On completion of the whole of the Works, half the total amount retained shall be repaid to the Contractor and half when the Defects Liability Period has passed and the Engineer has certified that all Defects notified by the Engineer to the Contractor before the end of this period have been corrected.

48.3) On completion of the whole Works, the Contractor may substitute retention money with an "on demand" Bank guarantee.

49) Liquidated Damages

49.1) The Contractor shall pay liquidated damages to the Employer at the rate per day stated in the Special Conditions of Contract for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the Special Conditions of Contract. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's liabilities.

49.2) If the Intended Completion Date is extended after liquidated damages have been paid, the Engineer shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The Contractor shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in Sub-Clause 43.1.

50) Bonus

50.1) The Contractor shall be paid a Bonus calculated at the rate per calendar day stated in the Special Conditions of Contract for each day (less any days for which the Contractor is paid for acceleration) that the Completion is earlier than the Intended Completion Date. The Engineer shall certify that the Works are complete, although they may not be due to be complete.

51) Advance Payment

51.1) The Employer shall make advance payment to the Contractor of the amounts stated in the Special Conditions of Contract by the date stated in the Special Conditions of Contract, against provision by the Contractor of an Unconditional Bank Guarantee in a form and by a bank acceptable to the Employer in amounts and currencies equal to the advance payment. The Guarantee shall remain effective until the advance payment has been repaid, but the amount of the Guarantee shall be progressively reduced by the amounts repaid by the Contractor. Interest will not be charged on the advance payment.

51.2) The Contractor is to use the advance payment only to pay for Equipment, Plant, Materials, and mobilization expenses required specifically for execution of the Contract. The Contractor shall demonstrate that advance payment has been used in this way by supplying copies of invoices or other documents to the Engineer.

51.3) The advance payment shall be repaid by deducting proportionate amounts from payments otherwise due to the Contractor, following the schedule of completed percentages of the Works on a payment basis. No account shall be taken of the advance payment or its repayment in assessing valuations of work done, Variations, price adjustments, Compensation Events, Bonuses, or Liquidated Damages.

52) Securities

52.1) The Contract Security shall be provided to the Employer no later than 15 days after receipt of the Letter of Acceptance and shall be issued in the form of a Bank Guarantee, or for Ethiopian Contractors only in the form of a Performance Bond. The Contract Security shall be issued in the format specified in the contract and in an amount specified in the Special Conditions of Contract and by a bank or surety acceptable to the Employer, and denominated in the types and proportions of the currencies in which the Contract Price is payable. The Contract Security shall be valid until a date 28 days from the date of issue of the Certificate of Completion in the case of a Bank Guarantee and until one year from the date of issue of the Certificate of Completion in the case of a Performance Bond.

53) Day works

53.1) If applicable, the Day works rates in the Contractor's Bid shall be used for small additional amounts of work only when the Engineer has given written instructions in advance for additional work to be paid for in that way.

53.2) All work to be paid for as Day works shall be recorded by the Contractor on forms approved by

the Engineer. Each completed form shall be verified and signed by the Engineer within two days of the work being done.

53.3) The Contractor shall be paid for Day works subject to obtaining signed Day works forms.

54) Cost of Repairs

54.1) Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.

E) Finishing the Contract

55) Completion

55.1) The Contractor shall request the Engineer to issue a certificate of Completion of the Works, and the Engineer will do so upon deciding that the work is completed.

56) Taking Over

56.1) The Employer shall take over the Site and the Works within seven days of the Engineer's issuing a Certificate of Completion.

57) Final Account

57.1) The Contractor shall supply the Engineer with a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Engineer shall issue a Defects Liability Certificate and certify any final payment that is due to the Contractor within 60 days of receiving the Contractor's account if it is correct and complete. If it is not, the Engineer shall issue within 60 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Engineer shall decide on the amount payable to the Contractor and issue a payment certificate.

58) Operating and Maintenance Manuals

58.1) If "as built" Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates stated in the Special Conditions of Contract.

58.2) If the Contractor does not supply the Drawings and/or manuals by the dates stated in the Special Conditions of Contract, or they do not receive the Engineer's approval, the Engineer shall withhold the amount stated in the Special Conditions of Contract from payments due to the Contractor.

59) Termination

59.1) The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.

59.2) Fundamental breaches of Contract shall include, but shall not be limited to, the following:

a) The Contractor stops work for 28 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Engineer;

b) The Engineer instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within 28 days;
c) The Employer or the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
d) A payment certified by the Engineer is not paid by the Employer to the Contractor within 90 days of the date of the Engineer's certificate;

e) The Engineer gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Engineer;
f) The Contractor does not maintain a Security, which is required;
g) The Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as defined in the Special Conditions of Contract; and
h) If the Contractor, in the judgment of the Employer has engaged in corrupt, fraudulent, collusive or coercive practices in competing for or in executing the Contract.

For the purpose of this paragraph:

"Corrupt practice" means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution.

"fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract;

"collusive practices" means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Employer, designed to establish prices at artificial, noncompetitive levels; and

"coercive practices" means 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.

59.3) When either party to the Contract gives notice of a breach of Contract to the Engineer for a cause other than those listed under Sub-Clause 59.2 above, the Engineer shall decide whether the breach is fundamental or not.

59.4) Notwithstanding the above, the Employer may terminate the Contract for convenience.

59.5) If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible.

60) Payment upon Termination

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

60.2) If the Contract is terminated for the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Engineer shall issue a certificate for the value of the work done,

Materials ordered, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works, and less advance payments received up to the date of the certificate.

61) Property

61.1) All Materials on the Site, Plant, Equipment, Temporary Works, and Works shall be deemed to be the property of the Employer if the Contract is terminated because of the Contractor's default.

62) Release from Performance

62.1) If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of the Employer or the Contractor, the Engineer shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which a commitment was made.

SECTION 8. SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract (SCC) shall supplement the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

GCC Clause Reference	Special Conditions
GCC 1.1	The Employer is Mrs Ashenafi The Engineer is to be decided. The name and procurement reference number of the Contract is _PPA 2011 _____. The Works consist of the construction of G+1 residential building for Mrs Ashenafi. The Site is located at LIDETA. The Start Date shall be within 14 days after the signing of the contract. The Intended Completion Date for the whole of the Works shall be 178 day after the signing of contract.
GCC 3.1	The language of the Contract is English and the law governing the Contract is that of the Federal Democratic Republic of Ethiopia.
GCC 4.1	The Employer's specific approval is required for: contractual matters between the Employer and the Contractor.
GCC 8.1	The Schedule of Other Contractors is not part of the Contract.
GCC 9.1	The Schedule of Key Personnel part of the Contract
GCC 11.1	The Employer's risks are as specified in the GCC.
GCC 14.1	Site Investigation Report(s) are part of the contract. Bidder has to quote as per Site Investigation Report available, his own experience and data collected from site by him and nothing extra shall be paid to him for any deviation found during detail investigation writing ground conditions and soil characteristics during construction stage.
GCC 25.2	Fees and types of reimbursable expenses to be paid to the Adjudicator are: **none.**
GCC 25.3	The rules of arbitration under the Ethiopia law shall apply for the settlement of disputes. Arbitration shall take place at: Addis Ababa
GCC 27.1	The Contractor shall submit a revised Program for the Works within 7 calendar

GCC Clause Reference	Special Conditions
	days of delivery of the Notice of Acceptance/letter of award.
GCC 27.3	The period between Program updates is not applicable.
GCC 35.1	The Defects Liability Period is 365days or 1 year.
GCC 37.1	This Contract is an admeasurements Contract.
GCC 42.1	Payment for material on site will be included in the payment certificates based on the following condition. • If materials on site are for purpose of permanent work and are to be used within a reasonable time. • If the materials are delivered and stored properly on site. • The materials are in accordance with the specification.
GCC 43.1	Add the following paragraph at the end of 43.1. The interest rate for late payment shall be the Ethiopia Commercial Bank lending rate.
GCC 45.1	The Engineer shall not adjust the Contract Price if taxes, duties and other levies are changed that subsequently affect the Contract Price.
GCC 47.1	The Contract is not subject to price adjustment in accordance with Clause 47 of the Conditions of Contract.
GCC 48.1	The proportion of payments retained is 5 (five) percent of the total value of executed works excluding deductions if any.
GCC 49.1	The liquidated damages for the whole of the Works are 0.001 percent of the final Contract Price per unjustified delay day. The maximum amount of liquidated damages for the whole of the Works is 10 percent of the final Contract Price.
GCC 50.1	Not applicable
GCC 51.1	The Advance Payment will be equivalent to 20 percent of the Contract Price and will be paid in Ethiopia birr only. It will be paid to the Contractor no later than 30 days after the signing of contract, provided that bank guarantee and performance bond is furnished.
GCC 51.3	The Advance Payment will be repaid by deducting proportionate amounts from each payment certificate during the period starting on the first payment certificate.
GCC 52.1	The Contract Security shall be for 10 percent of the Contract Price. whenever the

GCC Clause Reference	Special Conditions
	engineer determines an addition to the contract price as a result of a change in cost and/or as a result of variation amounting to more than 25 percent of contract price payable in a specific currency, the contractor, at the contract security in that currency by an equal percentage. The contract security of a joint venture shall be in the name of the joint venture.
GCC 58.1	The date by which "as built" drawings are required is 30 calendar days before the certification of completion of the project. The same applies if the contract is terminated.
GCC 58.2	The amount to be withheld for failing to produce "as built" drawings and/or operating and maintenance manuals by the date required is 50,000 Ethiopian Birr.
GCC 60.1	The percentage to apply to the value of the work not completed, representing the Employer's additional cost for completing the Works, is as indicated on the GCC.
Additional clauses	
63) care of the environment	The contractor shall execute the works in an environmentally friendly manner and shall avoid all unnecessary damage to property and flora. All waste material shall be disposed of in a proper manner as instructed by the Engineer, the employer and public authorities regulating such matters.
64) confidentiality	The contractor shall treat the contract and everything in connection with it as confidential. In particular the contractor shall not publish or issue any information or photograph concerning the works and shall not use the site for any commercial purpose except with the consent in writing of the engineer and the employer and subject to any conditions he may impose.
65) stamp duty	The contractor is responsible for the payment of the stamp duty relating to this contract.
66) temporary power and water supply	All costs, both for arrangement and temporary installations at site towards power and water supply required for construction work and labour shall be borne by the contractor.

SECTION 9. CONTRACT FORMS

Tables of forms

A ……Agreement

B …….Contract security

C ……..Performance bond

D ……..Advance payment security

FORM OF CONTRACT AGREEMENT

THIS AGREEMENT made the March day of 11**, 2019** between Mrs.Ashenafi (hereinafter called "the Employer") of the one part and whose address is P.O.Box 511 Addis Ababa and Amanuel Gebreyesus GC 6 (Hereinafter called "the Contractor") of the other part whose address is in P.O.Box: 520 Tele:0939 608626_ Addis Ababa.

WHEREAS the employer is desirous that the contractor execute the construction of G+1 residential building, (Hereinafter called "the work") and the employer has accepted the bid by the contractor for the execution and completion of such works and the remedying of any defects therein for the contract price of the equivalent of Ethiopia birr , 5 percent of the total project cost.

NOW THIS AGREEMENT WITNESSES as follows:

1) In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2) The work to be performed under this contract is that in paragraph one of the preamble to THE SUPPLEMENTERY CONTRACT and the appendices thereto as amplified and detailed in this contract.
3) The following documents shall be deemed to form and be read and construed as part of this Agreement, via: This Contract Agreement; The Letter of Acceptance; The Appendix to the contract; The Conditions of Particular Application; The Standard Conditions of Contract for Construction of Civil Works Project, MoW&UD, December 1994 and its Amendment No.1, The Technical Specifications; The Drawings; and The Priced Bill of Quantities. The above documents forming the Contract are to be taken as mutually explanatory of one another, but in the case of ambiguities or discrepancies the priority of reference shall be in the order herein above.
4) In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.
5) The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein the total Contract Price of 5 percent or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract. It is agreed and understood that the said Contract Documents shall be interpreted in accordance with the Ethiopian Law.

IN WITNESS, whereof the parties hereto have caused this Agreement to be executed the day and year first before written.

_____ _____

For the EMPLOYER for the CONTRACTOR

Witnesses: Name Signature

For the Employer: Hadera Gebru _____

For the Contractor: Eyob Gebreyesus _____

Note for bidders: the contract security should be on the letterhead of the issuing financial institution and should be signed by a person with the proper authority to sign documents that are binding on the financial institution.

CONTRACT SECURITY

Form of Unconditional Bank guarantee

To: Commercial Bank of Ethiopia

P.O. Box:611

Addis Ababa

WHEREAS Amanuel Gebreyesus**, P.o.Box 611** (hereinafter called "the Contractor") has undertaken, in pursuance of Contract No:1 dated March to execute the Works for the Construction of the whole project.

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognised bank for the sum specified herein as security for compliance with his obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee.

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of Birr 500,000 payable under the terms of Clause 10 of the Conditions of Contract and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of 500,000 as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

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

This guarantee shall be valid until the date 28 days from the date of issue of the certificate of completion.

Signature and seal of the guarantor: _____

Name of Financial institution: Commercial Bank of Ethiopia

Address: _____

Date: _____

Note for bidders: the performance bond should be on the letterhead of the issuing financial institution and should be signed by a person with the proper authority to sign documents that are binding on the financial institution.

PERFORMANCE BOND

BY THIS BOND Amanuel Gebreyesus,Addis Ababa as Principal (hereafter called "the Contractor") and Awash Insurance as Surety (Hereinafter called "the Surety"), are held and firmly bound unto the Ministry Of Education, Post Office Box……., Addis Ababa, EiABC as Oblige (hereinafter called "the Employer,) in the amount of 2 percent of total for the payment of which sum well and truly to be made in the types and proportions of currencies in which the Contract Prices payable, the Contractor and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Contractor has entered into a written Agreement with the Employer dated the march 11,2019 admeasurement in accordance with the documents, plans, specifications and amendments thereto, which to the extent herein provided for, are by reference made part hereof and are hereinafter referred to as the Contract.

NOW, therefore, the Condition of this Obligation is such that, if the Contractor shall promptly and faithfully perform the said Contract (including any amendments thereto) then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Whenever the Contractor shall be, and declared by the Employer to be, in default under the Contract, the Employer having performed the Employer's obligations there under, the Surety may promptly remedy the default, or shall promptly pay the Employer the amount required by Employer to complete the Contract in accordance with its terms and conditions up to a total not exceeding the amount of this Bond.

The Surety shall not be liable for a greater sum than the specified penalty of this Bond. Any suit under this Bond must be instituted before the expiration of one year from the date of the issuing of the Taking-Over Certificate.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Employer named herein or the heirs, executors, administrators, successors, and assigns of the Employer.

In testimony whereof, the Contractor has hereunto set his hand and affixed his seal, and the Surety has caused these presents to be sealed with his corporate seal duly attested by the signature of his legal representative, this march11,2019

SIGNED ON: _____
On behalf of (name of contractor) in the capacity of: Eyob Gebreyesus
In the presence of: Awash Insurance Company
Date: _____

SIGNED ON: _____
Note for bidders: the advance payment security should be on the letterhead of the issuing financial institution and should be signed by a person with the proper authority to sign documents that are binding on the financial institution.

ADVANCE PAYMENT SECURITY

Form of Bank Guarantee for Advance Payment

To: Commercial Bank of Ethiopia

P.O. Box

Addis Ababa

Contract:

Gentlemen:

In accordance with the provisions of the Conditions of Contract, Sub-Clause 60(9) ("Advance Payment Guarantee") of the above-mentioned Contract, We Amanuel Gebreyesus**, P. O. Box_____**(hereinafter called "the Contractor") shall deposit with the CBE the "Employer") a bank guarantee to guarantee his proper and faithful performance under the said Contract in an amount

2 Percent of total cost.

Commercial Bank of Ethiopia as instructed by the Contractor, agree unconditionally and irrevocably to guarantee as primary obligator and not as Surety merely, the payment to the Employer on their first demand without whatsoever right of objection on our part and without their first claim to the Contractor, in the amount not exceeding Birr 2 percent of total cost. We further agree that no change or addition to or other modification of the terms of the Contract or of Works to be performed thereunder or of any of the Contract documents which may be made between the Employer and the Contractor, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

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

Yours truly,

SIGNATURE AND SEAL: _____

Name of Bank/Financial institution: Commercial bank of ethiopia

Address: Addis Ababa

Date: March 11,2019