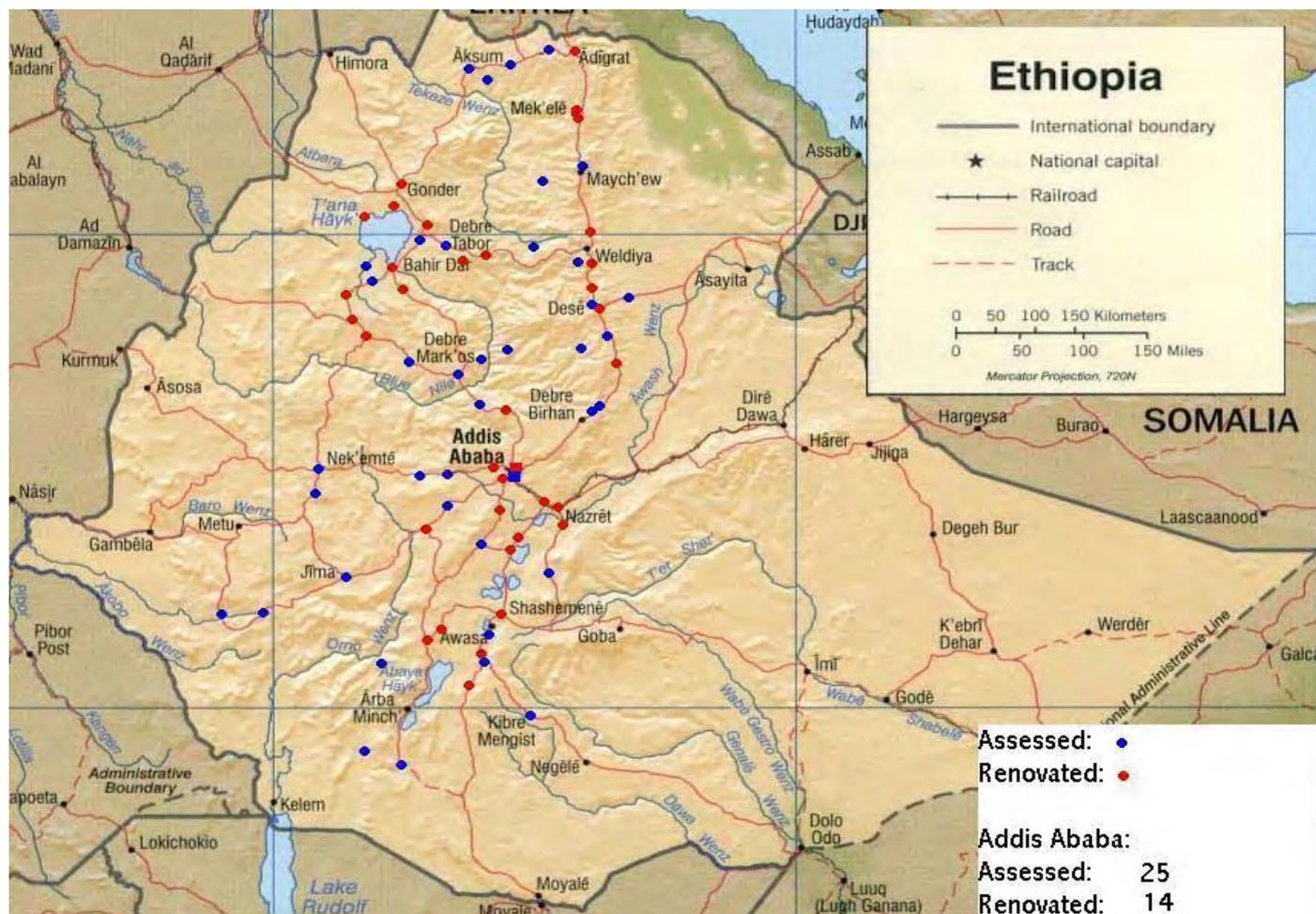


# Guidelines

## for Health Center Renovation and Expansion



.... a field manual with reference materials

Federal Ministry of Health  
Planning and Programming Department

with assistance of the  
Health Center Renovation Project



July 2008





## ***ACKNOWLEDGEMENTS***

This manual is a guide to health center (HC) renovation and expansion needs in Ethiopia from both a physical and functional perspective. It is based on the experience gained by the Health Center Renovation project staff over the nearly two years working with Federal Ministry of Health (FMOH) professionals (engineers, architects and managers) in the central and regional Planning and Programming Departments (PPD) as well as other stakeholders actively working to improve the healthcare infrastructure. As such, it reflects their thinking and practices related to the need to increase the number of new and renovated HCs as rapidly as possible in order to provide access for all Ethiopians to quality primary healthcare services, including HIV/AIDS and associated chronic diseases.

The challenge in developing this manual has been to keep the content as simple and practical as possible while at the same time incorporating the essential information and guidance needed to:

- enable HC engineering assessments to be conducted efficiently and competently,
- ensure that proposed renovation works focus on improving the quality of basic HC functions (access to safe water, waste water disposal, sanitation and waste management), and
- make the delivery of health services safer for patients, clients and staff.

Therefore, to make this manual as useful as possible, we sought input from a wide range of health and technical professionals and international and local organizations. As part of this process, the draft manual and associated learning materials were submitted to 27 engineering and health professionals for their review and comments. We are deeply indebted to the 16 persons, who represent the public and private sectors, USG agencies and universities, and several non-USG organizations, for their interest, support and contributions. Specifically, we wish to thank:

- FMOH/PPD (Dr. Nejmudin Kedir and associates),
- Regional Health Bureau/PPD architects and engineers in Amhara, Oromia, SNNP and Tigray regions and the capital city, Addis Ababa, and
- Private sector professionals – Wubishet Jakale (structural engineer), Abnet Gezahegn (architect) and Damenaw Yohannis (civil engineer)

Finally, throughout the nearly nine months it took to produce the manual, the support and advice of James Browder, CTO (USAID/Ethiopia) were greatly appreciated.



## ***ABBREVIATIONS AND ACRONYMS***

<b>A&amp;E</b>	Architect and Engineering
<b>ANC</b>	Antenatal Care
<b>ARV</b>	Antiretroviral Drug
<b>ART</b>	Antiretroviral Treatment
<b>BOQ</b>	Bill of Quantities
<b>CAD</b>	Computer-Assisted Drawings
<b>CA-UK</b>	Crown Agents Office (Sutton, UK)
<b>CA-USA</b>	Crown Agents – USA Office (Washington DC)
<b>CDC</b>	Centers for Disease Control and Prevention
<b>CE</b>	Chief Engineer, HCR Project, Ethiopia
<b>COP</b>	Country Operational Plan (PEPFAR)
<b>CT</b>	Counseling and Testing (HIV/AIDS)
<b>EOI</b>	Expressions of Interest
<b>EPI</b>	Expanded Program for Immunization
<b>ERA</b>	Ethiopian Road Authority
<b>FGOE</b>	Federal Government of Ethiopia
<b>FHI</b>	Family Health International
<b>FMOH</b>	Federal Ministry of Health, Ethiopia
<b>GTZ-IS</b>	Gesellschaft für Technische Zusammenarbeit, International Services
<b>HAPCO</b>	HIV/AIDS Prevention and Control Office
<b>HC</b>	Health Center
<b>HCR</b>	Health Center Renovation
<b>HIV/AIDS</b>	Human Immunodeficiency Virus/Acquired Immune Deficiency Syndrome
<b>HS</b>	Health Station
<b>HSDP</b>	Health Sector Strategic Development Plan (FMOH)
<b>IPD</b>	Inpatient Department
<b>LOP</b>	Life of Project
<b>MCH</b>	Maternal and Child Health
<b>MMIS</b>	Making Medical Injections Safer Project
<b>MSG</b>	Mother Support Group
<b>NIH</b>	National Institutes of Health (USA)
<b>non-USG</b>	non-United States Government
<b>OI</b>	Opportunistic Infection
<b>OPD</b>	Outpatient Department
<b>OR</b>	Operating Room
<b>PEPFAR</b>	President’s Emergency Plan for AIDS Relief
<b>PHC</b>	Primary Health Care
<b>PICT</b>	Provider Initiated Counseling and Testing
<b>PMTCT</b>	Prevention of Mother to Child Transmission
<b>PY</b>	Program or (Project) Year
<b>RPM Plus</b>	Rationale Pharmaceutical Management Plus,
<b>SNNP</b>	Southern Nations Nationalities People
<b>SPO</b>	Senior Program Officer
<b>TA</b>	Technical Assistance
<b>TB</b>	Tuberculosis
<b>USAID</b>	United States Agency for International Development
<b>USG</b>	United States Government
<b>VCT</b>	Voluntary Counseling and Testing (HIV/AIDS)



# TABLE OF CONTENTS

	<i>page</i>
<b>PREFACE</b>	<i>i</i>
<b>SECTION ONE: INTRODUCTION</b>	
1.1 Introduction	1-1
1.2 Objectives	1-2
1.3 Review of FMOH Standards, PEPFAR Guidelines and Other Relevant Documents	1-2
1.4 Minimum Health Center Renovation Package	1-3
1.5 Health Center Space and Function Requirements in 2008	1-5
1.6 Standards and Guidelines as Living Documents	1-5
• <b>References Reviewed</b>	
R.1.1 <b>Health and Health Indicators.</b> FMOH/ Planning and Programming Department. November 2007	
R.1.2 <b>Health Sector Development Plan for 1998.</b> FMOH. 1999	
R.1.3 <b>Health Sector Development Plan (HSDP-III: 2005 -2009/10.</b> FMOH/PPD. 2005	
R.1.4 <b>Essential Health Services Package for Ethiopia.</b> FMOH. August 2005	
R.1.5 <b>Guideline for Implementation of Antiretroviral Therapy in Ethiopia.</b> FMOH. January 2005	
R.1.6 <b>National Five-Year Plan for Malaria Prevention and Control in Ethiopia: 2006-2010/11.</b> FMOH. April 2006	
R.1.7 <b>Accelerating Access to HIV/AIDS Treatment in Ethiopia Road Map for 2004-2006.</b> FMOH. 2005	
R.1.8 <b>Technical and Procedural Guidelines for Safe Abortion Services in Ethiopia.</b> FMOH. June 2006	
R.1.9 <b>Recommendations from the First Emergency Plan for AIDS Relief USG and Partners ART Consultation in Ethiopia.</b> August 1-10, 2005	
R.1.10 <b>Minimum Package of Health Center Facilities for PMTCT Services.</b> IntraHealth International, March 12, 2007 and modified by HCR Project. March 18, 2007	
R.1.11 <b>Guidelines for Pediatric HIV/AIDS Care and Treatment in Ethiopia (draft).</b> FMOH. January 2007	
R.1.12 <b>Accelerated Expansion of PHC Coverage in Ethiopia, 2005-2009.</b> FMOH, November 2004	
R.1.13 <b>Ethiopia Country Operational Plan, COP06.</b> PEPFAR/Ethiopia. April 2006.	
R.1.14 <b>Ethiopia Country Operational Plan, COP07.</b> PEPFAR/Ethiopia. April 2007	
R.1.15 <b>Accelerated Expansion of PHC Coverage in Ethiopia, 2005-2009.</b> FMOH, 2006.	
R.1.16 <b>Standards of Care for Health Centers.</b> FMOH/Department of Health Services. July 2007 draft	
R.1.17 <b>Review of Standards of Care for Health Centers.</b> USAID/HCR Project. September 2007	

- **Annex**

- 1.1 **Essential Health Center Services in 2008: Space and Function Requirements**

**SECTION TWO: *HEALTH CENTER ASSESSMENT PROCESS***

2.1	Introduction	2-1
2.2	Objectives	2-1
2.3	Composition of the Health Assessment Team	2-1
2.4	Train and/or Mentor Assessment Team Members	2-2
2.5	Conduct Health Center Assessments	2-3
2.6	Assess Space Use within the Health Center Compound	2-4
2.7	Relocate Health Services Based on the “Patient First” Concept	2-5
2.8	Determine Patient, Client and Staff Flow Patterns	2-6
2.9	Identify Space for New Services within the Health Center	2-7
2.10	Debrief Health Center Staff after Completing the Assessment	2-8
2.11	Collate Findings and Link Problems and Deficiencies to Potential Solutions	2-8
2.12	Prioritize Health Center Assessment Findings	2-9

- **Appendix**

- A.2.1 **Health Center Assessment and Renovation Works Summary Report Form**
  - A.2.2 **Health Center Data Collection Report Form**
  - A.2.3 **Health Center Memorandum of Understanding (MOU)**
  - A.2.4 **Environmental Health Control Guidelines for TB**
  - A.2.5 **Drug Destruction Certificate (Drug Administration and Control Authority)**
  - A.2.6 **Health Center Maintenance Management Checklist**

- **Annex**

- 2.1 **Essential Health Center Services in 2008: Space and Function Requirements**

**SECTION THREE: *RENOVATION GUIDELINES AND PRACTICES***

3.1	Introduction	3-1
3.2	Objectives	3-1
3.3	Development of the Bill of Quantity (BOQ)	3-2
3.4	Tendering Renovation Works Contracts	3-3
3.5	Identification and Selection of Construction Contractors	3-4
3.6	Use of Memorandum of Understanding (MOU)	3-5
3.7	Conducting the Site Handover	3-6
3.8	Effective Supervision of Health Center Renovation Works	3-7
3.9	Financial Management of Renovation Works Contracts	3-9
3.10	Management of Variation Orders and Design Changes	3-10
3.11	Health Center Maintenance Management Issues	3-12
3.12	Preventive Maintenance of Health Centers in Ethiopia	3-12

3.13	Determining the Annual Health Center Preventive Maintenance Budget	3-13
3.14	Implementing a Simple Routine Health Center Maintenance System	3-14

- **References Reviewed**

- R.3.1 Dutta, BN. 2001. **Estimating and Costing in Civil Engineering, Theory and Practice**. Twenty Fifth revised editions. India.
- R.3.2 **Maintenance Manual, Preventive Maintenance Section**. 1998. Estate Management Unit, Ghana Health Service (funded by DANIDA)

- **Appendix**

The following items are contained in the enclosed **Compact Disc (PART 3. BOQs, Tenders and Contracts)**.

- CD 3.1 Sample Master BOQ
- CD 3.2 Sample Normal BOQ
- CD 3.3 Pre-Qualification of Documents (adapted from FGOE)
- CD 3.4 Sample Tender for Construction Works (adapted from FGOE)
- CD 3.5 Sample Tender for Construction Works (adapted from USAID)
- CD 3.6 Sample Tender for Contracting with an Architect and Engineering Firm (adapted from FGOE).
- CD 3.7 Sample Tender for Contracting with an Architect and Engineering Firm (adapted from USAID)<sup>1</sup>

The following are contained in the enclosed **Compact Disc (PART 3A. MOUs, Certificates, Forms and Checklists)**

- CDA.3.1 Sample RHB Memorandum of Understanding (MOU)
- CDA.3.2 Sample HC Memorandum of Understanding (MOU)
- CDA.3.3 Sample Site Handover for Construction Certificate
- CDA.3.4 Sample Supervision Progress Report Form
- CDA.3.5 Sample Payment Certificate
- CDA.3.6 Sample Financial Tracking Sheet
- CDA.3.7 Provisional Acceptance Certificate
- CDA.3.8 Final Acceptance Certificate
- CDA.3.9 Health Center Maintenance Management Checklist

## **SECTION FOUR: EXPANSION OF HEALTH CENTERS**

4.1	Introduction	4-1
4.2	Objectives	4-1
4.3	Master Planning for Current and Future Health Center Needs	4-2
4.4	Rationale for Revision of 1998 FMOH and 2006 (Nucleus) Health Center	4-3
4.5	Design Options for Expansion of Health Centers Built to 1998 FMOH Standard	4-6
4.6	Expansion of the 2006 FMOH (Nucleus) Health Center Design	4-8
4.7	Proposed 2008 New Health Center Model	4-10

---

<sup>1</sup> This file does not contain Standard Form 330 (14 pages) that is referred to in the contract. It is referenced in the FAR handbook at ([www.avnet.gov/far/](http://www.avnet.gov/far/)).

## REFERENCES REVIEWED

- R.4.1 **Accelerated Expansion of PHC Coverage in Ethiopia, 2005-2009.** FMOH, November 2004
- R.4.2 Kliment, Stephen A (ed). 2000. **Building Type Basics for Healthcare Facilities.** John Wiley & Sons, Inc. New York, NY.
- R.4.3 Hosking, Sarch and Liz Haggard. 1999. **Health the Hospital Environment: Design, Management and Maintenance of Healthcare Premises.** E & FN Spon, London and New York.
- R.4.4 World Health Organization (WHO). 1996. **District Hospitals: Guidelines for Development.** Regional Office for the Western Pacific, Office of Publications, Geneva, Switzerland.
- R.4.5 **Health Sector Development Plan for 1998.** FMOH. 1999
- R.4.6 **Health Sector Development Plan (HSDP-III: 2005 -2009/10.** FMOH/PPD. 2005
- R.4.7 **Standards of Care for Health Centers.** FMOH/Department of Health Services. July 2007 draft
- R.4.8 **Essential Health Services Package for Ethiopia.** FMOH. August 2005
- R.4.9 **Guideline for Implementation of Antiretroviral Therapy in Ethiopia.** FMOH. January 2005
- R.4.10 **National Five-Year Strategic Plan for Malaria Prevention and Control in Ethiopia: 2006-2010/11.** FMOH. April 2006
- R.4.11 **Accelerating Access to HIV/AIDS Treatment in Ethiopia Road Map for 2004-2006.** FMOH. 2005
- R.4.12 **Technical and Procedural Guidelines for Safe Abortion Services in Ethiopia.** FMOH. June 2006
- R.4.13 **Recommendations from the First Emergency Plan for AIDS Relief USG and Partners ART Consultation in Ethiopia.** August 1-10, 2005
- R.4.14 **Minimum Package of Health Center Facilities for PMTCT Services.** IntraHealth International, March 12, 2007 and modified by HCR Project. March 18, 2007
- R.4.15 **Guidelines for Pediatric HIV/AIDS Care and Treatment in Ethiopia (draft).** FMOH. January 2007

- **Annex**

- 4.1 **Essential Health Center Services in 2008: Space and Function Requirements**
- 4.2 **Comparison of 2008 Health Center Space Requirements to the 1998 and 2006 FMOH Standards**

## ***PREFACE***

The **purpose** of the Guidelines manual is to enable Federal Ministry of Health (FMOH) and regional health bureau (RHB) architects, engineers, managers and key health center (HC) personnel, as well as other stakeholders involved with improving the healthcare infrastructure of Ethiopia, to:

- understand the HC assessment process;
- identify practical solutions for commonly encountered deficiencies and problems;
- prioritize recommendations to ensure that physical problems are corrected and essential systems (e.g., access to safe water, waste water disposal, sanitation and utilities) are adequate; and
- appreciate how altering patient and staff flow patterns and space use improves the quality of services delivered and makes the HC environment safer for patients and staff.

In addition, it is essential to recognize that without benefit of preventive and routine maintenance, and a maintenance budget that staff can easily access, any improvements will be lost in short time (water not available and sinks again plugged). Moreover, capital investment in a HC will be degraded requiring continued support from the government, community or external donors. The need for maintenance management applies to new HC construction as well.

### **Content**

The manual has been developed with assistance of RHB architects and engineers, guidance from HC and woreda health office staff, and suggestions from countless patients and clients attending HCs throughout Ethiopia. As such, the manual reflects the experience gained during the past 21 months conducting 100 HC assessments and renovating 45 in Amhara, Oromia, SSNP and Tigray regions and the capital city, Addis Ababa.

In developing the Guidelines manual and resource materials, the emphasis has been on choosing those practices and procedures that are achievable in resource-limited settings – ones designed to minimize cost and the need for expensive building materials. The architectural and engineering principles on which the manual is based, however, are universally applicable and apply to all types of healthcare facilities.

Finally, the content is not all encompassing, nor is it encyclopedic. The intent is to provide the user with a quick reference to essential HC assessment, renovation and expansion practices and procedures without having to consult other sources.

### **Using the manual**

It is anticipated the manual will primarily serve as a reference guide for use by FMOH/PPD and RHB architects and engineers as well as other stakeholders involved in health facility renovation. Moreover, it is anticipated that users will find the information, practices and procedures provided relevant and easy to use. Finally, the

manual has been designed to provide the information and materials in a simple, easily understood format **so users can find what they want, when they want it.**

## **Design**

Each section of the manual:

- is fully referenced,
- has its own appendix, annex and key resource materials,
- is page-numbered by section, and
- subsections are indexed numerically.

By using a modular format, the manual can be easily updated and/or repurposed. For example, each section can be printed and used as a stand-alone handout for short course (in-service) training, on-the-job (OJT) training or mentoring new technical staff. Moreover, because of the modular design, the manual and resource materials, all of which are included on a compact disc, can be incorporated into the pre-service (undergraduate degree or diploma) curricula for architects and engineering students and/or converted to a self-paced, interactive e-learning package for delivery via the Internet or by CD.

## **Summary of sections**

The material in the manual is divided into **four sections**; these are:

1. Introduction
2. Health Center Assessment Process
3. Renovation Guidelines and Practices
4. Expansion of Health Centers

The first section, lays out the policies that guide new HC renovation and expansion in Ethiopia, including a detailed review of available FMOH HC standards, PEPFAR guidelines and other relevant reports. These documents were reviewed to determine the minimum requirements not only for essential HC functions (e.g., access to safe water, waste water removal, sanitation and waste management) and electricity, but also for the safe delivery of:

- FMOH required promotive, preventive and curative services;
- adult, child and infant HIV/AIDS and co-infection services; and
- obstetrical support for the PMTCT program and other support services.

Also documented in this section is the need for dedicated drug, equipment and supplies stores at every HC.

As part of this process, the current (1998) FMOH HC standard (space and function requirements) has been updated to reflect the many new services being (or planned to be) added in the next few years. At a minimum, new HCs will need at least 30-35%

more space just to accommodate the full range of HIV/AIDS and associated chronic disease services, including PMTCT and improved obstetrical services.

The **Health Center Assessment Process**, the second section, focuses on the key steps in conducting assessments. Using the **Health Center Assessment Handbook**, which has been developed and tested in the field, engineers and architects unfamiliar with the special requirements of health and medical facilities can quickly learn **how to**:

- conduct HC assessments efficiently and effectively,
- collate and analyze the findings, and
- link identified deficiencies and problems to potential solutions.

Also addressed in this section is the difficult issue of improving space use at older HCs, and even relatively new ones, to ensure that hygiene practices and environmental health control measures are consistent with established international guidelines. This issue has become increasingly important as treatment and long-term care of patients with AIDS, many of whom also have TB, are transferred from hospitals to HCs.

Examples of how to accomplish this include:

- re-organizing where, how and when specific services and administrative functions are provided based on:
  - zoning (clustering similar services together),
  - the “patient first” concept (patient care services up front and administrative and finance functions in the rear of the HC compound), and
  - segregating patient services to minimize interaction of healthy clients and sick patients.<sup>1</sup>

The third section, **Renovation Guidelines and Practices**, also is a “how to” section. When the information provided in this section is combined with the detailed reference materials (sample checklists, forms and certificates), RHB/PPD architects and engineers will have the essential tools needed to:

- translate the HC assessment findings into detailed bills of quantities (BOQ)
- tender HC renovation works contracts,
- solve most of the problems arising during renovation works with contractors, and
- supervise and approve HC construction works.

Also described in this section are the:

- value of operating through memoranda of understanding (MOUs), their purpose and use in gaining support from RHBs and HC staff for proposed renovations and space use recommendations; and

---

<sup>1</sup> Healthy clients are those infants, children and adults in need of, or seeking, preventive health services such as immunization or family planning.

- need for an easily accessible preventive HC maintenance budget and mechanism for implementing routine maintenance.

In the final section, **Expansion of Health Centers**, the rationale for modifying current FMOH HC standards are presented. To meet the increased preventive and curative service delivery needs already required in 2008, as well those envisioned in the next decade, current HC standard designs must be modified in the most cost-effective manner.

The planning approach used in modifying the design of current FMOH HC standards is called master planning. This approach involves first determining health service space needs and functional requirements followed by grouping similar services together within the HC where they can be safely and effectively provided. Then based on input from users (patients, staff and representatives from the community), detailed plans (e.g., architect and engineering drawings) are developed using computer-assisted drawing (CAD) software.

The drawings presented in this section, detail modifications to a) the 1998 FMOH standard, of which more than 400 HCs of this type have been constructed in the last decade, and b) the 2006 “nucleus” HC design currently being constructed by RHBs and GTZ-IS. For each modified or new design, the advantages and disadvantages are briefly described. And, as a final note, a new modular HC design that incorporates future space and function requirements is presented. This design has several innovative features that readily allows for staged, cost-effective conversion of the HC to a small hospital.

# SECTION ONE

## *INTRODUCTION*

### **1.1 Background**

Based on FMOH 2006/2007 data, for a population of over 77 million, there are only a total of 690 health centers (671 FMOH and 19 NGO) in Ethiopia (**REFERENCE 1.1**). The majority of health centers (HCs) are concentrated in urban and peri-urban areas and only loosely linked to district and zonal hospitals. Although intended to serve catchment populations of 25,000, nearly all serve much larger populations ranging to over 300,000. Compared to the population served, these HCs are inadequate not only in quantity but also their physical condition and lack of essential services (e.g., access to safe water, waste water disposal, sanitation and electricity).

As part of the national HIV/AIDS program, PEPFAR/Ethiopia has targeted 240 HCs for implementation of a full range of HIV/AIDS and associated chronic disease services by 2009.<sup>1</sup> These HCs primarily are located in the four most populous regions (Amhara, Oromia, SNNP and Tigray) and the capital city, Addis Abba. Upgrading these key HCs to a level consistent with the safe delivery of the required healthcare services as well as additional HIV/AIDS and chronic disease services is a major undertaking. Moreover, to do so efficiently and effectively requires that a set of HC assessment, renovation and expansion guidelines be developed and tested by the FMOH/Planning and Programming Department (PPD) and regional health bureau (RHBs).<sup>2</sup> Once finalized and approved, these guidelines can then be used by RHB technical staff (engineers and architects) and other stakeholders involved in expanding the health facilities infrastructure to conduct and guide all aspects of the HC assessment, renovation or expansion processes.<sup>3</sup>

In this section, the principles, practices and procedures that guide HC assessment, renovation and expansion are laid out based on a detailed review of available FMOH HC standards, PEPFAR guidelines and other relevant reports. The focus of this review was to determine the minimum requirements for the safe and quality delivery of primary healthcare services, including HIV/AIDS and associated chronic diseases. An important outcome of this review was recognition that the current FMOH HC standard (design and space requirements), which was adopted in 1998, needs to be updated to reflect the many new preventative and curative services being added.

---

<sup>1</sup> PEPFAR COP07. Services include: VCT, CT and PMTCT; adult, young child and infant ART and OIs; mother support group (MSG), ART adherence and prescription-based distribution; laboratory; ARV pharmacy and dispensary; and ARV and OI drug stores.

<sup>2</sup> **Guidelines** are any document (or set of documents) that aims to streamline (organize, coordinate and facilitate) a particular set of processes or procedures (e.g., HC renovation or expansion) based on accepted principles and proven practices. Guidelines may be issued by and used by any organization (governmental or private) to make the actions of its employees or divisions more predictable, and presumably of higher quality.

<sup>3</sup> The key steps in the process include: selection of HCs, conducting the assessments, analyzing the findings, developing computer-assisted and engineering drawings, costing and prioritizing the most important problems and deficiencies, preparing bills of quantity (BOQ) and tenders, awarding works contracts, and supervision and final approval of the renovation or expansion works.

## 1.2 Objectives

It is important for users of the Guidelines manual to understand how the content of the manual and associated resource materials have evolved, especially as they relate to developing the 2008 minimum HC renovation package described in this section.

The **objectives** of this section are to:

- review current FMOH HC standards, PEPFAR guidelines and other relevant documents,
- describe the minimum HC renovation package based on review of the findings,
- document HC space and function requirements in 2008, and
- describe the need for regular review of standards and guidelines.

## 1.3 Review of FMOH Standards, PEPFAR Guidelines and Other Relevant Documents

Health center renovation and expansion involves improving the physical condition and/or functions of **existing buildings** – not new construction. As such, renovation can not be done to standard. What is possible, however, is to develop a set of architectural and engineering practices and procedures that **guide** renovation or expansion of a HC to a specified level of quality and function.

The first step in this process is to determine the minimum HC requirements (space and function) based on the predetermined services to be provided. This was accomplished by assisting the FMOH/PPD staff conduct a detailed review of FMOH HC standards, PEPFAR guidelines and other relevant reports, including efforts by several USG implementing partners to develop minimum packages for various HIV/AIDS activities (e.g., IntraHealth and RPM+ developed a minimum package for PMTCT) (**R.1.2 to R.1.15**). In addition, the July 2007 draft of the soon to be published FMOH **Standards of Care for Health Centers** manual was reviewed by the HCR Project technical team and, as requested, a written report was submitted to the FMOH (Departments of Health Services and Planning and Programming) (**R.1.16 and R.1.17**). Review of this document proved to be invaluable because as stated in the introduction:

“The Standards represents a milestone in the road to better health for the people of Ethiopia. By systematically detailing the basic and essential information needed for health center staff to deliver the required services safely, effectively and humanely, it sets the gold standard for promoting quality care by the Ministry of Health. As such, the Standards serve as a convenient reference, a guide to service delivery and a tool to support performance improvement.”

In conducting this review, therefore, each of the referenced documents was scrutinized to determine the minimum requirements not only for essential HC functions (access to safe water, waste water removal, sanitation and waste management), but also for the safe delivery of:

- FMOH required promotive, preventive and curative services,
- HIV/AIDS and co-infection services, including associated activities (e.g., mother support groups and pediatric ART); and
- improved maternity (labor and delivery) care in support of the PMTCT program.

Because all HCs, including those built to the 1998 FMOH standard in the last 10 years, lack dedicated drug, equipment and consumable supplies stores, the requirements for stores space also was determined and is included in the minimum HC renovation package described in **Subsection 1.5**.

#### **1.4 Minimum Health Center Renovation Package**

Listed in **Table 1.1 (next page)** are the minimum HC renovation requirements for the provision of mandated primary healthcare and HIV/AIDS services at an acceptable quality and safety level for patients, healthy clients and staff.<sup>4</sup> The improvements required to upgrade HCs to this level fall into four broad categories:

- repair of major physical problems;
- correction of functional deficiencies (e.g., lack of access to safe water);
- inclusion of improved clinic flow (patient and staff) patterns, hygiene practices and environmental health control measures; and
- creation of additional space for new HIV/AIDS and TB services and improvements in maternity (labor and delivery) services.

Because of the limitation of space at most HC compounds, coupled with fact that most HCs consist of 10 or more buildings of varying age and mixed construction (hollow block versus mud-walled), creating additional space for the plethora of new HIV/AIDS and associated chronic diseases, especially TB is challenging. It involves a combination of:

- renovation of existing space/rooms;
- improved space use (e.g., removing out-dated drugs and non-repairable equipment and furnishings from rooms originally designated for healthcare services);
- changing clinic flow patterns to create a safer environment for patients, staff and healthy clients; and
- some new construction (e.g., 2-3 rooms added to existing structures).

In April 2007, the cost to upgrade HCs to this level was estimated to be \$39,000.<sup>5</sup> This estimate was determined by costing and prioritizing those problems and deficiencies identified that directly relate to the requirements for the safe delivery of

---

<sup>4</sup> Throughout these Guidelines the term, “healthy clients” refers to those infants, children and adults in need of, or seeking, preventive health services such as immunization or family planning.

<sup>5</sup> In the past year, however, inflation coupled with the FGOE’s mandated increase in fuel costs, which were implemented in February 2008, has resulted in an 11% increase in renovation works contracts.

the promotive, preventive and curative services stipulated in the **Health Sector Development Plan (HSDP-III): 2005 -2009/10** and the **Standards of Care for Health Centers (R.1.3 and R.1.16)**. It also includes costing of space and functional requirements to implement HIV/AIDS and associated chronic disease services as originally stated in the **Recommendations from the First Emergency Plan for AIDS Relief USG and Partners ART Consultation in Ethiopia** and subsequently expanded on in PEPFAR/Ethiopia's COP06 and COP07 (**R.1.9, R.1.13 and R.1.14**). It does not, however, include the cost of building dedicated stores space at each HC (estimated cost, \$30,000 to \$60,000) depending on the required area (square meters).<sup>6</sup>

**Table 1.1. Minimum Health Center Renovation Requirements based on Review Findings**

<b>Area or Function</b>	<b>Minimum Level</b>
<b>1. Physical (structural) Problems<sup>1</sup></b>	All major problems corrected
<b>2. Essential Functions (access to water, waste water disposal, sanitation, electric system)<sup>2</sup></b>	All operational
<b>3. Additional Space (rooms)</b>	2 or 3
<b>4. HIV (CT/VCT)<sup>3</sup></b>	Yes
<b>5. ART and TB (Adult) Area (improved ventilation, water and wash basins)</b>	Yes
<b>6. MCH (ANC, PMTCT, MSG, PBF, FP, EPI, Under 5)</b>	As above #3
<b>7. ART (Infant and Child) Area</b>	Yes
<b>8. Clinical Services</b>	
- Labor, Delivery & Postpartum	Yes
- Emergency Care/Injections	Yes
<b>9. Waiting Area</b>	Limited improvements
<b>10. Single Chamber Firebox (incinerator)<sup>4</sup></b>	Repair only
<b>11. Stores space (general and special)<sup>5</sup></b>	Yes
<b>12. Support Areas (laundry, administration, records, registration, etc.)</b>	Limited improvements

<sup>1</sup> Excluded are laboratories, pharmacies and ART stores that are being upgraded by RPM+ and general medical services (OPD).

<sup>2</sup> Sanitation includes pit latrines, toilets, septic tank systems, and placenta pits.

<sup>3</sup> Furnishing provided by FHI (HCs).

<sup>4</sup> PEPFAR funds can not be used to build a new incinerator (**Technical Considerations for FY2008 COP**, page 38). MMIS is responsible for repairing 23 incinerators (see COP07).

<sup>5</sup> HCs have no dedicated stores (i.e., space for storing drugs, equipment and supplies).

<sup>6</sup> The requirement for HCs to have dedicated stores has only recently has been stipulated by FMOH.

## 1.5 Health Center Space and Function Requirements in 2008

The current FMOH HC standard was published in December 1998 as part of the **Health Sector Development Plan (R.1.2)**. As detailed in this document, health services at HCs were divided into four major areas:

1. Family health activities
2. Environmental health activities
3. Epidemiology and HIV/AIDS/STDs activities
4. Pharmacy services

As shown in **Table 1.2 (next page)**, the total useable area required to accommodate these activities was 536 m<sup>2</sup>, and the space was broken out into six service units (four activity areas plus OPD and wards).

Since 1998, however, there has been a progressive increase in both the number and types of services transferred (or planned to be transferred) to existing HCs. As shown in **Annex 1.1**, total space requirements in 2008 are 90% more than in the 1998 FMOH HC standard (1018 m<sup>2</sup> total room area versus 536 m<sup>2</sup>). Of the new space needed, 54% (261m<sup>2</sup>) is required just to accommodate the full range of HIV/AIDS and chronic disease services.<sup>7</sup> Another 27% (130 m<sup>2</sup> minimum) is needed for dedicated stores space that the FMOH now considers essential for all HCs. This table provides the space requirements for each room or area and lists any special physical requirements (e.g., windows) needed. It also lists the functional (e.g., sink and drain) and environmental health control (e.g., cross ventilation) requirements for each room or area.

## 1.6 Standards and Guidelines as Living Documents

“All writing memorializes a momentary line of thought as if it were final.”<sup>8</sup> The same is true of standards and guidelines. Because developing them generally is a long, tedious process, and gaining acceptance sometimes takes even longer, it is mistakenly thought they will remain up-to-date for many years. To a certain degree, however, from the moment they are published, standards and guidelines are **dated** and quickly can become **outdated** if they are not regularly reviewed and revised. An important outcome of this review, therefore, was recognition that the 1998 FMOH HC standard needs to be revised in order to reflect the many new preventative and curative services being added to HCs.

---

<sup>7</sup> This includes upgrading obstetrical services to better support PMTCT and space for pediatric ART services, mother support groups (MSG) and prescription-based food (PBF) distribution as well as a room for planned case managers.

<sup>8</sup> *Thirteen Moons*, a novel by Charles Frazer, Random House. 2006.

Table 1.2. Physical Plant of the Entire Health Centre (1998 FMOH Standard)

	Number of Rooms	Room Area m <sup>2</sup>	Total Room Area m <sup>2</sup>	Remarks
<b>Out Patients Department</b>				
Waiting area	1	29	29	Shaded Space
Registration	1	10.1	10.1	
Fee collection	1	7	7	
Examination	1	15.5	15.5	
MCH	1	21	21	
Medical Supplies Store	1	15.5	15.5	
Pharmacy	1	14.5	14.5	
Pharmacy waiting	1	5.6	5.6	
Treatment	1	21	21	
Laboratory	1	21	21	
	<b>Sub Total</b>		<b>160.2</b>	
<b>Administrative Unit</b>				
Public Health Team	1	21.5	21.5	Office Pool
Health Officer room	1	13	13	
Secretary	1	13	13	
Administrative Assistance	1	13	13	
General Store	1	13	13	
Multipurpose room	1	17	17	
	<b>Sub Total</b>		<b>90.5</b>	
<b>Medical Supplies Store and OR</b>				
Sterilization	1	12.5	12.5	
Operation room	1	23.5	23.5	
Scrub Up	1	9	9	
Slavic room	1	5.5	5.5	
preparation room	1	9	9	
Labour	1	23	23	
Delivery	1	17.25	17.25	One at a time
Clean Store	1	8.9	8.9	
	<b>Sub Total</b>		<b>108.65</b>	
<b>Ward</b>				
Nurse Station	1	8.5	8.5	With partitions
Washing and Ironing	1	14.5	14.5	
Female and Paediatric ward	1	30	30	
Male ward	1	21	21	
Toilets/ with cleaners space	1	23.5	23.5	
	<b>Sub Total</b>		<b>97.5</b>	
<b>Supportive Services</b>				
Workshop	1	21	21	
Car port	1	25	25	Shaded space
Guard House	1	6.25	6.25	
Morgue	1	9.38	9.38	
IPD dry latrine F/M	1	8.82	8.82	Optional
OPD dry latrine F/M	1	8.82	8.82	
	<b>Sub Total</b>		<b>79.27</b>	
	<b>Total Usable area m<sup>2</sup></b>		<b>536.12</b>	

**REFERENCES REVIEWED**

- R.1.1 **Health and Health Indicators.** FMOH/ Planning and Programming Department. November 2007
- R.1.2 **Health Sector Development Plan for 1998.** FMOH. 1999
- R.1.3 **Health Sector Development Plan (HSDP-III: 2005 -2009/10.** FMOH/PPD. 2005
- R.1.4 **Essential Health Services Package for Ethiopia.** FMOH. August 2005
- R.1.5 **Guideline for Implementation of Antiretroviral Therapy in Ethiopia.** FMOH. January 2005
- R.1.6 **National Five-Year Plan for Malaria Prevention and Control in Ethiopia: 2006-2010/11.** FMOH. April 2006
- R.1.7 **Accelerating Access to HIV/AIDS Treatment in Ethiopia Road Map for 2004-2006.** FMOH. 2005
- R.1.8 **Technical and Procedural Guidelines for Safe Abortion Services in Ethiopia.** FMOH. June 2006
- R.1.9 **Recommendations from the First Emergency Plan for AIDS Relief USG and Partners ART Consultation in Ethiopia.** August 1-10, 2005
- R.1.10 **Minimum Package of Health Center Facilities for PMTCT Services.** IntraHealth International, March 12, 2007 and modified by HCR Project. March 18, 2007
- R.1.11 **Guidelines for Pediatric HIV/AIDS Care and Treatment in Ethiopia (draft).** FMOH. January 2007
- R.1.12 **Accelerated Expansion of PHC Coverage in Ethiopia, 2005-2009.** FMOH, November 2004
- R.1.13 **Ethiopia Country Operational Plan, COP06.** PEPFAR/Ethiopia. April 2006.
- R.1.14 **Ethiopia Country Operational Plan, COP07.** PEPFAR/Ethiopia. April 2007
- R.1.15 **Accelerated Expansion of PHC Coverage in Ethiopia, 2005-2009.** FMOH, 2006.
- R.1.16 **Standards of Care for Health Centers.** FMOH/Department of Health Services. July 2007 draft
- R.1.17 **Review of Standards of Care for Health Centers.** USAID/HCR Project. September 2007

**Annex**

- 1.1 **Essential Health Center Services in 2008: Space and Function Requirements**







Ser	Room Description	Room	Area	Total	Remarks	Essential Functions					Backup	EHC
		Qty	(m2)	(m2)		Wall & Floor	HWB	Sink (Qty)	Toilet	Shower	Electric	
						Note 1	Note 2	Note 3				Note 4
4.1	<b>ADMINISTRATION</b>											
	Health Officer (in-charge)	1	13	13								
	General Purpose/Meeting Room	1	17	17								
	Public Health Team/ Multi purpose room	1	22	22								
	Purchaser	1	13	13								
	Administrative Assistant	1	13	13								
	Finance	1	13	13								
	Secretary	1	13	13								
	Staff Toilet	2	4	8			1		2			
	<b>Subtotal</b>			<b>112</b>								
4.2	<b>SUPPORT SERVICES</b>											
	Guard house	1	9	9								
	OPD and IPD latrine	2	9	18	4 chamber (2 male/2 female)		1		4			
	Housekeeping	1	13	13	With partition							
	Generator house	1	9	9								
	Morgue	1	10	10	Tape for hose connection		1					
	Placenta Pit	1										
	Septic Tank	1										
	Incinerator	1										
	<b>Subtotal</b>			<b>59</b>								
4.3	<b>GENERAL STORES</b>											
	Office - store manager	1	10	10								
	Stores (ART and OIs, malaria, general, special, medical equipment etc)	1	120	120								
	<b>Subtotal</b>			<b>130</b>			22	13	11	4		
	<b>Total Room Area</b>			<b>1018</b>	<b>Covered Waiting Areas</b>			<b>87</b>				

Ser	Room Description	Room	Area	Total	Remarks	Essential Functions					Backup	EHC	
		Qty	(m2)	(m2)		Wall & Floor	HWB	Sink (Qty)	Toilet	Shower	Electric		
						Note 1	Note 2	Note 3				Note 4	
	<b>NOTES:</b>												
		1	Special floor and wall finishing for high infection control areas										
		2	Handwash basin, ceramic type with hot and cold taps										
		3	Sink types referred to in this column:										
			N	Normal Stainless Steel Sink									
			C	Clinical Sink									
			L	Laboratory Sink									
			S	Scrub-up Sink									
			W	Washing/Laundry Sink									
		4	Environmental health control locations requiring cross ventilation										
	<b>For explanation of engineering details, refer to technical specifications</b>												

## SECTION TWO

### *HEALTH CENTER ASSESSMENT PROCESS*

#### 2.1 Introduction

This section focuses on the key steps in conducting HC assessments and identifying appropriate solutions. Through use of the **Health Center Assessment Handbook**, which has been developed and tested in the field, engineers and architects unfamiliar with health or medical facility special needs and requirements can quickly learn **how to**:

- conduct HC assessments efficiently and effectively,
- collate and analyze the findings, and
- link identified deficiencies and problems to potential solutions.<sup>1</sup>

Also addressed in this section is the difficult issue of improving space use at older HCs, and even relatively new ones, to ensure that hygiene practices as well as environmental health control measures are consistent with established international guidelines. This issue has become increasingly important at the HC level as treatment and long-term care of patients with AIDS, many of whom also have tuberculosis (TB), are transferred from hospitals to HCs.

#### 2.2 Objectives

Specific objectives of this section include to:

- determine the composition of the HC assessment team,
- train and/or mentor assessment team members,
- conduct HC assessments,
- assess space use within the HC compound,
- relocate health services based on the “patient first” concept,
- determine patient and staff clinic flow patterns,
- identify space for new services within the HC,
- debrief HC staff after completing the assessment,
- collate findings and link problems and deficiencies to potential solutions, and
- prioritize HC assessment findings.

#### 2.3 Composition of the Health Assessment Team

Ideally, the assessment team should be comprised of at least the following members:

1. **Architect** to make a detailed sketch(es) of the entire HC compound noting any damages or deficiencies

---

<sup>1</sup> If it is decided the HC assessment process and/or supervision of construction works are to be contracted out to an architect and engineering (A&E) firm, a contract will be required. A sample tender suitable for contracting with an A&E is presented in **SECTION 3, CD 3.6**. This tender is adapted from a standard FGOE contract document with the Special Conditions of Contract included.

2. **Civil or structural engineer** to assess the physical condition of the buildings and determine renovation options based on the type of construction of the HC (building materials)
3. **Sanitation engineer** to assess the condition of the water, waste water and other sanitation related aspects of the HC and conduct water quality sampling
4. **Quantity surveyor** to assist the architect and civil/structural engineer in drawing up the sketch plan of the HC, taking measurements and recording the damages and deficiencies noted throughout the HC compound

In addition, a medical professional (physician or nurse) with extensive experience working in HCs is recommended to provide guidance in assessing space use, patient and staff flow issues, hygiene practices and environmental health control measures. Alternatively, the architect can learn to perform these functions.<sup>2</sup>

The assessment **team leader** should be either the architect or civil/structural engineer depending on who has the most experience working with health facilities.

#### **2.4 Train and/or Mentor Assessment Team Members**

Prior to conducting the first HC assessment, the team members will need sufficient short-course training or mentoring, depending on their experience (or lack thereof), in assessment and renovation processes and procedures. Even for experienced professionals it will be necessary to orient them in how to use the Guidelines manual and Handbook. To address this need, three training/mentoring options are available, namely,

- A **traditional, five-day short course** covering all topics, with morning sessions featuring site visits and afternoon sessions involving interactive classroom work and computer based problem-solving exercises. (This course is intended for new staff who have no, or limited, practical experience.)
- **Three, two-day training sessions** that breakout the topics as follows:
  - health center assessment process,
  - analysis of results and problem solving, and
  - development of tenders, awarding contracts and supervision of renovation works.

Experienced professionals may only need to attend one or more of the two-day sessions in order to become familiar with the content of the Guidelines manual and Handbook.

- **On-the-job training for the most experienced professionals.** At a minimum, every member of the assessment team should spend two, half-day sessions with a senior engineer and architect who have extensive experience assessing and renovating healthcare facilities, especially HCs, and a senior health professional (nurse or physician) with experience working in the FMOH healthcare system.

The overall objectives of all three learning approaches (short courses, OJT or mentoring) are to familiarize the new team members with:

---

<sup>2</sup> At small HCs, the above functions may be shared between two experienced professionals (architect and engineer) with the driver assisting in taking measurements of the HC buildings in order to reduce the time spent on site.

- the content of the **Health Center Assessment Handbook**
- relevant sections of the **Guidelines for Health Center Renovation** manual, especially the minimum HC renovation package, zoning, patient and staff flow, and clustering of services approach;
- recommended hygiene and environmental health control practices as they apply to HCs; and
- essential HC functions necessary to ensure the safe delivery of preventive and curative services for patients, staff and healthy clients.<sup>3</sup>

## 2.5 Conduct Health Center Assessments

The main **objectives** of conducting HC assessments are to:

- assess the physical condition of the HC buildings;
- estimate if the HC is over- or under utilized (e.g., size of catchments area, number of staff and number of deliveries);
- determine if the utilities (water supply and electrical system) and sanitation system (waste water disposal, toilet/latrines and septic tanks) are functioning and adequate for the needs of the HC;
- ensure the availability of adequate space and facilities for provision of primary healthcare services as well as a full range of HIV/AIDS and co-infection services;
- assess if patient care is compromised by space limitations, inappropriate use of existing space and/or a combination of the two; and
- assess if clinic (patient and staff) flow patterns, hygiene practices and environmental health control measures are sufficient to ensure provision of safe and quality health care.

The **Health Center Assessment Handbook** provides detailed instructions on how to conduct each of the six stages of the assessment process, starting with arrival of the team at the HC to departure following a brief exit interview with the HC in-charge. It also contains instructions regarding all sketches to be made, information to be collected and required outputs (reports) based on the findings.

To assist the team in conducting efficient assessments, at the least the following items and equipment should be taken on an HC assessment site visit:

- Layout drawings of HC designs from 1958 to the 1998 FMOH standard
- Blank Health Center Assessment and Renovation Works Summary Report Form
- Blank Health Center Data Collection Report Form
- Blank Damages Assessment Checklist
- Blank Damages Assessment Report Sheets
- Blank Damages Take-Off Sheets
- Environmental Health Control Guidelines for TB
- Sample Health Center Memorandum of Understanding
- Drug Destruction Certificate
- Digital camera, wide-angle lens (18 mm) with high resolution (> 5megapixels)

---

<sup>3</sup> Healthy client are those infants, children and adults in need of, or seeking, preventive health services such as immunization or family planning.

- Measuring tapes, 5 m and 30 m
- Water quality and lead level test kits

Copies of the HC designs and layouts, checklists and assessment sheets, and instructions for performing and reporting tests on water samples for bacteria and lead are provided in the **Health Center Assessment Handbook**.

On arrival at the HC, the team members should introduce themselves to the HC in-charge and woreda health officer.<sup>4</sup> This should also include meeting available professional staff - nurses, midwife (and doctor if it is a large HC). As part of the introductions, explain the purpose of the visit, how the HC was selected and expected results of the assessment.

During the discussion, collect basic HC data (e.g., age of buildings, population served, catchment area [or longest distance a patient travels to reach the HC] and range of healthcare services currently being provided and planned). Also, ask about any issues or problems the HC staff consider important and record this information. Once this task is completed, request that the HC in-charge, or her/his designated representative, and the woreda health officer accompany the assessment team on an initial (preliminary) walkthrough of the HC compound.

Once the initial walkthrough has been completed, the remaining work should be broken out according to the preliminary findings and accomplished during a second, more detailed walkthrough. For example, if lack of water and sanitation are the major problems, they should be the focus of the assessment. In addition, the team will need to:

- complete taking measurements of the entire HC complex;
- record damages and deficiencies;
- assess space use in the HC compound;
- make preliminary decisions regarding relocation of services;
- determine if additional space is needed to accommodate new services; and
- complete the “as built” or “is built” sketch of the entire HC compound.

**NOTE:** All health and clinical services currently provided at the HC should be checked off on the **Health Center Assessment and Renovation Works Summary Report** form (A.2.1) Any problems or deficiencies should be marked as “HC Needs” on the **Health Center Data Collection Report** form (A.2.2).

Finally, after the HC assessment team leader has reviewed the data collected the last activity at the HC is for the team to meet briefly (exit interview) with the HC in-charge and woreda health officer. At this meeting, the “as built” sketch(es) and preliminary set of recommendations are reviewed. Once the preliminary recommendations have been agreed on by all parties, a sample **Health Center Memorandum of Understanding** (MOU) is reviewed and then the team departs the HC (A.2.3).

## 2.6 Assess Space Use within the Health Center Compound

As the assessment is being conducted, one of the first tasks should be to “zone” the HC compound, taking into account:

---

<sup>4</sup> If neither is available, identify the HC staff person assigned this responsibility.

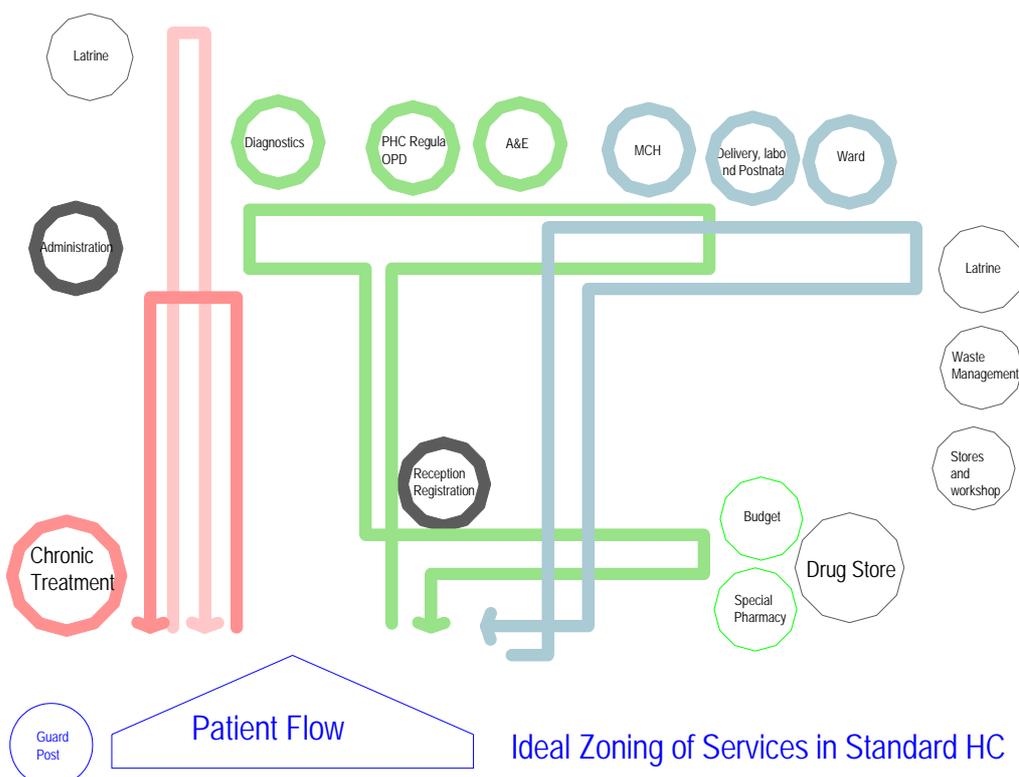
- patient and staff flow patterns and patient and client accessibility to the HC;
- vehicle accessibility for both ambulance and septic tank sucker truck;
- site topography (requirement for retaining walls and building level differences);
- soil conditions (heaving soils);
- current location of contaminated areas (pit latrines, placenta pit, septic tank and incinerator/ash pit);
- rooms or areas intended for health services being used inappropriately (e.g., for storage of outdated drugs, broken equipment or furnishings);
- clinical services areas, including new blocks that may have been constructed for HIV/AIDS and associated TB services; and finally
- location and space assigned to HC administration, including any rooms used by the woreda health office (if present within the HC compound).

In addition, special attention should be directed to identifying any required expansion (e.g., dedicated stores space or additional rooms or areas for projected new services).

## 2.7 Relocate Health Services Based on the “Patient First” Concept

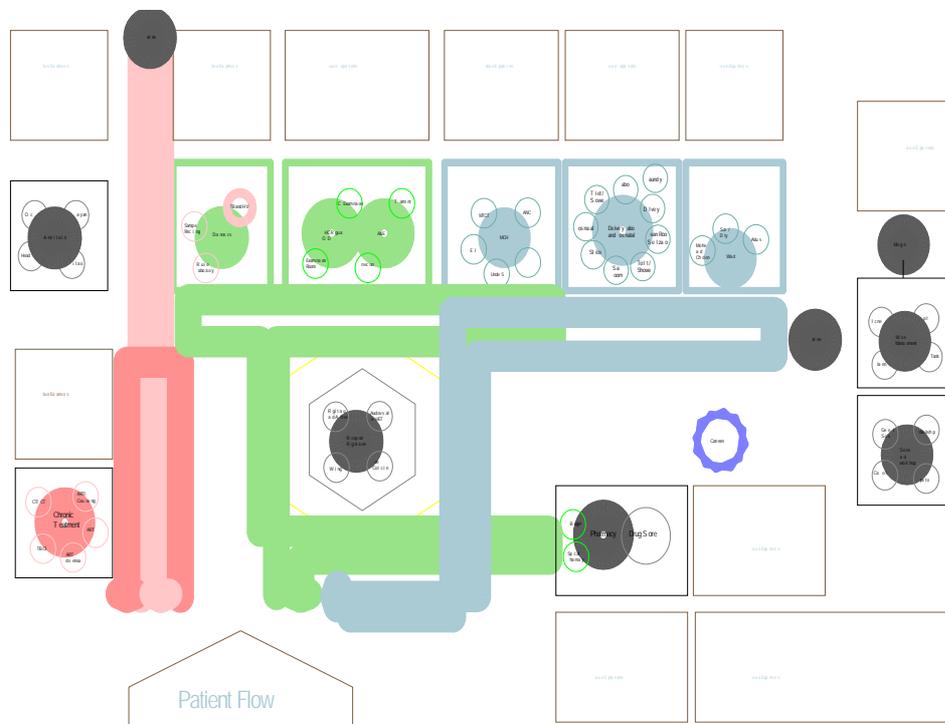
Zoning is a process that seeks to group or consolidate clinical services by type of service or activity in order to minimize contact between sick patients and healthy clients. Zoning is based on the “patient first” concept (e.g., clinical service areas should be up front and administration located in the rear of the HC compound or on an upper floor). This concept is illustrated in **Figure 2.1**, which is a flow diagram demonstrating “ideal” zoning of services in a HC designed to the 1998 FMOH standard.

**Figure 2.1. Ideal Zoning of Services in a 1998 FMOH HC Standard Design**



As shown in **Figure 2.2 (next page)**, combining zoning with clustering of similar services (e.g., ANC, PMTCT and MSGs versus infectious diseases such as TB, leprosy, and malaria) further improves patient and healthy client safety.<sup>5</sup> By determining where specific preventive and clinical services should take place and making appropriate changes, the quality of care should be improved as well.

**Figure 2.2. Clustering Services Based on Ideal Zoning in 1998 Standard HC Design**



These two flow diagrams illustrate the importance of separating sick patients, especially those with active TB (chronic care areas), from healthy clients seeking preventive services such as family planning or immunization. In addition, it is important that recommended hygiene practices (e.g., handwashing and use of examination gloves) and environmental health control measures are fully understood and adhered to by the HC staff (**A.2.4**). If not, efforts to improve space use (e.g., zoning), which are based on analysis of the existing situation and identifying better solutions, will not be successful even in the short term.

Familiarization with these two flow diagrams will make finding the best location for each group of services or activities much easier. Most importantly, it helps to ensure that the results conform to established zoning concepts and clinic (patient and staff) flow patterns.

Additional examples of different options to meet the zoning, patient and staff flow and clustering of services changes needed to improve patient and staff safety at actual HCs assessed are contained in the **COMPACT DISC (CD 2.1 to 2.3)**.

## **2.8 Determine Patient, Client and Staff Flow Patterns**

As the first step, assessment of patient and staff flow patterns within each group of clinical services should be done on a building by building basis. Any activity located in the wrong place should be identified and marked on the “as built” sketch of the HC compound. This

<sup>5</sup> Also illustrated in **Figure 2.2** are future areas for expansion within the HC compound.

assessment should include checking rooms currently used for storage, especially rooms that were originally designed for examining or treating patients. Next, space identified within each of the clinical service groups (e.g., MCH or ART) should be compared with the space and function requirements listed in **Annex 2.1** to identify those clinical services for which new rooms/areas or renovation of existing space may be required.

**NOTE:** Clinical services or activities that are required, but for which no space currently is available, should be assigned to the appropriate clinical service group consistent with the revised zoning and clustering of services recommendations.

The relocation of administrative areas relative to clinical services should be completed last. In particular, special attention should be given to determining if any rooms currently used for administration were originally designed to be treatment rooms, especially those that have handwash basins, are fitted with sinks and/or have toilets. To the extent possible, these rooms should be restored to their original purpose and other space found for administration.

On completion of the above tasks, all proposed changes in zoning, clustering of services and client flow patterns should be marked on the “as built” sketch(es) and noted in the **Health Center Data Collection Report** form (A.2.2).<sup>6</sup> This should include marking the location of any additional rooms, their location in the HC compound and listing the functional requirements needed (e.g., handwash basins and sinks, toilets or special electric outlets).

## **2.9 Identify Space for New Services within the Health Center**

As a final step in assessing the best use of space, check to see if any space is under utilized, duplicated or redundant, especially the number and type of special stores throughout the HC. A common fault identified in most HCs is the number of small stores of various types located throughout the HC compound. Each store in itself may not use much space; however, when the space used by all stores is combined as much as 15 to 20% of the total HC space is used for the storage of:

- Drugs (budget and special pharmacy)
- ART drugs
- Medical consumables
- Medical equipment
- Expired drugs waiting disposal<sup>7</sup>
- Broken (non-repairable)equipment and furnishings waiting disposal
- Stationery and cleaning materials
- Medical records archive
- Accounts and procurement archives
- Spare vehicle parts and other items (tires and oil)

In part, this misuse of space reflects the fact that no HC has dedicated stores space designed for this purpose. Consolidation of all these small stores into a single building, which can be divided up internally into medical and non-medical storage space, allows valuable space, especially clinical services rooms, to be re-allocated back to their original purpose.

---

<sup>6</sup> Because zoning most often requires relocation of services, a preliminary review of any proposed changes should be done by the assessment team leader as part of the exit interview with the HC in-charge (**Subsection 2.10**).

<sup>7</sup> The FMOH has an established mechanism for destruction of expired drugs (see **A.2.5, Drug Destruction Certificate**, which is issued by the Drug Administration and Control Authority)

Generally, a dedicated stores building does not require continuous access by staff. The only exception to this is the cold chain room or area where vaccines are stored. A combined store of 90 to 100 m<sup>2</sup>, which includes an office, covered loading dock and easy access for a delivery vehicle, is a cost effective solution for addressing some of the space limitations faced at most HCs. Moreover, having dedicated stores potentially decreases some of the need for additional space as new health services and activities are added to a HC.

### **2.10 Debrief Health Center Staff after Completing the Assessment**

Before exiting the HC, the assessment team should meet with the HC in-charge, or her/his designated representative, and woreda health officer (if available). The purpose of the meeting is to summarize the key findings (problems and deficiencies) and suggest any immediate actions that could be implemented to improve zoning, patient flow and patient/staff safety (e.g., open windows and doors and/or re-arrange furnishings to improve cross ventilation). In addition, the team leader should briefly discuss those repairs or renovations that will most likely be in the final set of recommendations (e.g., leaking roof over OPD rooms or no water to examination or treatment rooms.) It also should be explained to, and accepted by, the HC in-charge that re-allocation of space use will be a major consideration in the final set of recommendations.

As part of the debriefing, the team leader should review the content of the sample HC memorandum of understanding (MOU), with special emphasis on the potential availability of:

- matching funds from the RHB or Woreda Health Office, and/or
- in-kind contributions by the HC (e.g., benches, shelving and/or labor for moving furniture) or matching funds.<sup>8</sup>

As a final discussion topic, the **Health Center Maintenance Management Checklist (A.2.6)** should be reviewed. Gaining acceptance of the need to implement the simple maintenance activities in this checklist is most important. Without benefit of routine maintenance, improvements to the water supply, waste water disposal, sanitation and electrical systems will be lost in a short time (sinks are again plugged and latrines overflowing).

### **2.11 Collate Findings and Link Problems and Deficiencies to Potential Solutions**

Back at the RHB or implementing agency responsible for conducting the HC assessment, a set of computer-assisted drawings (CADs) that accurately represents the HC compound “as is” or “as built” should be made. These drawings are based on the sketches and data collected during the assessment visit.<sup>9</sup> Areas that require resolution should be circled electronically on the drawings together with a list of “HC Needs”. This set of drawings, together with the photographs taken during the assessment, pictorially represents the sum total of the assessment findings that need review and analysis in order to identify:

- all physical problems and deficiencies in essential services (e.g., water supply, waste water disposal and sanitation);

---

<sup>8</sup> Final agreement on any matching or in-kind contributions will be made during subsequent discussions or at the “site handover” meeting when the MOU is signed

<sup>9</sup> Use of the Google Earth website (<http://earth.google.com/>) may be useful to verify the relative location of buildings for complex and/or spread out HC compounds.

- clinical services in need of renovation or expansion (e.g., labor and delivery area);
- location of areas within the HC where patient and staff flow patterns need to be changed (e.g., bottle necks, overcrowded waiting areas, lack of patient/staff segregation);
- examination and treatment rooms where improved environmental health control measures are needed; and
- location of potential space for expansion or new construction (e.g., general stores and HIV/AIDS support services).

### **2.12 Prioritize Health Center Assessment Findings**

Due to limited funds available for HC renovation, prioritizing the assessment findings must first focus on correcting those problems and deficiencies identified that are essential to the safe delivery of quality health services. Of necessity, the final set of recommendations must focus first on:

- repairing major physical problems and damages;
- ensuring that essential services (water supply, waste water disposal, sanitation and electrical systems) are functioning throughout the HC;
- relocating clinical services (zoning) and improving clinic flow patterns to minimize contact of infectious patients with unprotected staff and healthy clients (“patient first” concept);
- improving environmental health control measures (cross ventilation ) to limit transmission of TB and other serious co-infections;
- upgrading maternity and newborn units to support PMTCT services and the care and treatment of HIV/AIDS infected mothers and their newborns; and
- more effective use of existing HC space to make room for new healthcare and HIV/AIDS support services.

If sufficient funds remain, construction of a dedicated stores space should be recommended. At the very least the “as built” CADs should be marked with potential space for a general stores as described above (**Subsection 2.11**). Finally, additional space for anticipated new services (e.g., pediatric ART, HIV/AIDS case managers and MSGs) should be identified and marked on the drawings as well.

## **Appendix**

- A.2.1 **Health Center Assessment and Renovation Works Summary Report Form**
- A.2.2 **Health Center Data Collection Report Form**
- A.2.3 **Health Center Memorandum of Understanding (MOU)**
- A.2.4 **Environmental Health Control Guidelines for TB**
- A.2.5 **Drug Destruction Certificate (Drug Administration and Control Authority)**
- A.2.6 **Health Center Maintenance Management Checklist**

## **Annex**

- Annex 2.1. **Essential Health Center Services in 2008: Space and Function Requirements**







Ser	Room Description	Room	Area	Total	Remarks	Essential Functions					Backup	EHC
		Qty	(m2)	(m2)		Wall & Floor	HWB	Sink (Qty)	Toilet	Shower	Electric	
						Note 1	Note 2	Note 3				Note 4
4.1	<b>ADMINISTRATION</b>											
	Health Officer (in-charge)	1	13	13								
	General Purpose/Meeting Room	1	17	17								
	Public Health Team/ Multi purpose room	1	22	22								
	Purchaser	1	13	13								
	Administrative Assistant	1	13	13								
	Finance	1	13	13								
	Secretary	1	13	13								
	Staff Toilet	2	4	8			1		2			
	<b>Subtotal</b>			<b>112</b>								
4.2	<b>SUPPORT SERVICES</b>											
	Guard house	1	9	9								
	OPD and IPD latrine	2	9	18	4 chamber (2 male/2 female)		1		4			
	Housekeeping	1	13	13	With partition							
	Generator house	1	9	9								
	Morgue	1	10	10	Tape for hose connection		1					
	Placenta Pit	1										
	Septic Tank	1										
	Incinerator	1										
	<b>Subtotal</b>			<b>59</b>								
4.3	<b>GENERAL STORES</b>											
	Office - store manager	1	10	10								
	Stores (ART and OIs, malaria, general, special, medical equipment etc)	1	120	120								
	<b>Subtotal</b>			<b>130</b>			22	13	11	4		
	<b>Total Room Area</b>			<b>1018</b>	<b>Covered Waiting Areas</b>			<b>87</b>				

Ser	Room Description	Room	Area	Total	Remarks	Essential Functions					Backup	EHC	
		Qty	(m2)	(m2)		Wall & Floor	HWB	Sink (Qty)	Toilet	Shower	Electric		
						Note 1	Note 2	Note 3				Note 4	
	<b>NOTES:</b>												
		1	Special floor and wall finishing for high infection control areas										
		2	Handwash basin, ceramic type with hot and cold taps										
		3	Sink types referred to in this column:										
			N	Normal Stainless Steel Sink									
			C	Clinical Sink									
			L	Laboratory Sink									
			S	Scrub-up Sink									
			W	Washing/Laundry Sink									
		4	Environmental health control locations requiring cross ventilation										
	<b>For explanation of engineering details, refer to technical specifications</b>												

## HEALTH CENTER ASSESSMENT AND RENOVATION WORKS SUMMARY REPORT FORM

**NAME(S):**

**NAME OF HEALTH CENTER:**

**REGION:**

**CONTACT PERSON(S):**

**Phone:**

**Email:**

**DATES OF TRIP:**

**DATE SUBMITTED:**

### **PURPOSE**

The **purpose** of the site visit was to:

- Conduct an engineering assessment  
 Conduct a HC renovation supervision visit  
 Conduct a HC renovation completed and approval visit  
 Other (specify):

### **PROGRESS IN ACHIEVING PROJECT RESULTS**

**Result 3.** Contribute to the number of health centers renovated (20 in PY1 and 30 in PY2)

- 3.1. Engineering and Health Services assessment conducted (Date:  
      3.1.a. Renovation required  
      3.1.b. No Renovation required  
      3.1.c. Renovation deferred (specify):  
 3.2. HC construction on-going  
 3.3. HC renovation completed and approved (Date:

### **At initial visit: Questions to be asked/answered**

1. What is the estimated size of the population served by the HC? \_\_\_\_\_  
The catchment area? \_\_\_\_\_(longest travel distance in kms)
2. Is the health center providing HIV/AIDS counseling and testing (BCT or PICT)?  
 NO  
 YES (name of agency providing training or equipment or supplies):  
 FHI  IntraHealth  Pathfinder  Care and Support  
 Other (name):
3. Is the health center providing antiretroviral treatment (ART)?  NO  
 YES (name of agency providing training or equipment or supplies):  
 FHI  IntraHealth  Pathfinder  Other (name):

4. Is the HC providing prevention of maternal to child transmission (PMTCT) counseling and testing?  NO  
 YES (name of agency providing training or equipment or supplies):  
 FHI  IntraHealth  Pathfinder  Other (name):
5. Other services provided at HC:  
 Emergency care and injections  
 Family planning  
 Immunization and under five children  
 Labor, delivery and postpartum (If checked, estimated number of deliveries/month )  
 OPD (general medical)  
 Pediatric ART services
6. Is the HC providing mother-to-mother support group (MSG) services?  
 No  Yes (specify if space is sufficient) \_\_\_\_\_
7. Will additional room/space be needed if the health center starts pediatric ART services?  No  Yes
8. Does HC compound have space for general stores (new building or extension)?  
 No  
 YES  100 m<sup>2</sup>  200 m<sup>2</sup> (please identify potential site location[s] in sketches)

**Results of water tests**

**1. Lead:**

- |                |           |         |
|----------------|-----------|---------|
| A. Time start: | Time end: | Result: |
| B. Time start: | Time end: | Result: |

**2. Bacteria**

- |                              |         |
|------------------------------|---------|
| A. Date and time start:      | Result: |
| Date and time end (48hours): |         |
| B. Date and time start:      | Result: |
| Date and time end (48hours): |         |

**General Comments**

**Constraints or Limitations**

Assessor \_\_\_\_\_ Date \_\_\_\_\_

Facility Name \_\_\_\_\_ Woreda \_\_\_\_\_ Region/State \_\_\_\_\_

Name of Manager \_\_\_\_\_

Telephone \_\_\_\_\_

Population Served \_\_\_\_\_

---

**Services Provided at Facility**

OPD \_\_\_\_\_ Minor Surgery/Emergency: \_\_\_\_\_

Laboratory \_\_\_\_\_ Under 5s \_\_\_\_\_

Delivery/Labour \_\_\_\_\_ PMTCT \_\_\_\_\_

Budget Pharmacy \_\_\_\_\_ Family Planning: \_\_\_\_\_

Special Pharmacy \_\_\_\_\_ In-Patients: \_\_\_\_\_

---

**Summary of Main Issues Identified by HC Management**

---

**Summary of Main Issues Identified by Assessment Team**

---

**Signature of Assessor**

\_\_\_\_\_ Date \_\_\_\_\_

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**HEALTH CENTER RENOVATION PROJECT**  
**AND**  
**XXXX HEALTH CENTER**  
**XXXX REGIONAL HEALTH BUREAU**  
**FEDERAL GOVERNMENT OF ETHIOPIA**

This Memorandum of Understanding (hereinafter “MOU”) reflects the understanding that the Health Center Renovation Project (hereinafter “HCR Project”), with an office located at the Sevita Building, Addis Ababa, Ethiopia, and the XXXX (hereinafter “XXXX HC”), located in XXXX Region, agree to establish a collaborative relationship.

**TOGETHER** the HCR Project and XXXX HC (hereinafter “the Parties”) have reached the following understanding:

**ARTICLE ONE: UNDERSTANDING BETWEEN PARTIES**

**Goal of Collaboration**

The goal of the collaboration between the Parties is to improve the physical condition and functioning at the XXXX HC in order make the prevention, treatment and care of patients with chronic diseases, including HIV/AIDS, safer and to provide a safer work environment for staff.

As the first step in this process, the HCR Project technical team in conjunction with the Health Officer In-Charge, or designated representative, conducted an engineering assessment of each health center.

**Specific objectives** of the engineering assessments were to gain an overview of each selected health center from both a physical and use perspective and:

- To assess the physical condition of the HC buildings
- To determine if the utilities (water supply and electrical system) and sanitation system (waste water disposal, toilets/latrines and septic tanks) are functioning and adequate for the needs of the HC
- To assess if patient care is compromised by space limitations, inappropriate use of existing space and/or a combination of the two
- To ensure the availability of adequate space and facilities for provision of the minimum package of HIV/AIDS (VCT, PMTCT and ART) and associated chronic disease services

Then based on the observations, a set of recommendations, including detailed engineering drawings and cost estimates were developed and will be reviewed by the HO In-Charge at the site handover meeting with the renovation works contractor. Of necessity, the recommendations focused on those essential renovations intended to improve basic functions (utilities, water supply, waste water disposal and sanitation), space utilization, and maintenance management of the health center.

**Scope of Work**

The HCR Project, and its contractual agents, will:

- Provide technical assistance, supervision and funding to renovate the XXXX HC based on the agreed upon and approved set of recommendations (see above, **Specific Objectives**)
- Ensure that the renovation works are completed in a timely manner barring natural disaster or other catastrophic events for which the HCR Project has no control (see **ARTICLE THREE: FORCE MAJEURE** for details)

Moreover, total expenditures to be provided by the HCR Project will not exceed XXXX Birr.

XXXX HC will:

- Provide in-kind contributions (e.g., benches, shelving and/or labor for moving furniture) as agreed on at the time the recommended health center renovations works are approved
- Implement routine health center maintenance activities as per time set in the **Attachment**

The latter is most important, because without benefit of routine maintenance improvements to the water supply, waste water disposal, sanitation and electrical systems will be lost in short time (sink drains are again plugged and latrines overflowing).

**ARTICLE TWO: TERMS AND CONDITIONS**

Subject to the prevailing laws and regulations in Ethiopia:

- The XXXX HC will facilitate access to the project sites of the HCR Project's Chief Engineer and Engineer and the contracted A&E Firm's professional staff in order to allow effective oversight and supervision of the works.
- The XXXX HC also will facilitate access to the project sites by the Contractor, who has been selected by the HCR Project, and its employees, in order to allow the effective performance of the renovations works.
- The XXXX HC will alter provision of services as required until the construction works are completed

Moreover, to the extent of its ability, the XXXX HC will expedite the clearance and processing of resources intended for use in conducting the renovation works.

**ARTICLE THREE: FORCE MAJEURE**

Any delays in or failure of performance by either of the Parties shall not constitute default or give rise to any claim for damages if, and to the extent, it is caused by or results from acts of God, earthquake, fire, explosion, flood, the elements, strikes, boycotts, labor disturbances or differences with workmen, acts of the public enemy, war, rebellion, riots, or any cause whatsoever beyond the control of the Party in default, but performance hereunder shall be resumed with all dispatch as soon as the cause preventing performance has been removed.

**IN WITNESS THEREOF**, the duly authorized representatives of the Parties sign this MOU in the English language in two (2) originals of equal content and validity on the dates and places indicated below, and agree to abide by the terms and conditions stated in this MOU.

**For the Health Center  
Renovation Project**

**For the XXXX HC**

**For the Woreda**

Chief of Party

Health Officer In-Charge

Woreda Head

\_\_\_\_\_  
(date)

\_\_\_\_\_  
(date)

\_\_\_\_\_  
(date)

Cc: XXXX Regional Health Bureau

**ATTACHMENT*****Health Center Maintenance Checklist*****DAILY (or after use)**

- \_\_\_\_\_ Sweep walks and pick up litter on ground daily to prevent dirt being tracked into buildings
- \_\_\_\_\_ Dust and put benches and chairs in place in waiting areas
- \_\_\_\_\_ Sweep corridors and common areas
- \_\_\_\_\_ Clean delivery, treatment and examination tables daily and after use
- \_\_\_\_\_ Clean and change beds in labor room and female and male wards after use with soap and disinfectant
- \_\_\_\_\_ Wash floor in labor and delivery, emergency care and sluice rooms daily with soap and disinfectant
- \_\_\_\_\_ Clean toilets, showers and latrines
- \_\_\_\_\_ Check that sharps disposal containers (needles and syringes) are not full; replace when  $\frac{3}{4}$  full

**WEEKLY (or as needed)**

- \_\_\_\_\_ Check water faucets for leaks and report if broken or damaged
- \_\_\_\_\_ Check sinks and drains and open if clogged (remove trap and clean)
- \_\_\_\_\_ Wash walls in labor and delivery room, emergency care and sluice rooms
- \_\_\_\_\_ Wash walls in toilets, showers and latrines

**MONTHLY**

- \_\_\_\_\_ Check water reservoir for leaks (tanks, pipes and connections)
- \_\_\_\_\_ If present, check water in holding tanks, that pump is working and cover is in place and locked
- \_\_\_\_\_ Check that cover on placenta pit is in place and locked
- \_\_\_\_\_ Check that pit latrine is not full (drop stone – time delay 1 second or longer)
- \_\_\_\_\_ Check incinerator and ash pit and clean debris around area
- \_\_\_\_\_ Check and replace dead/broken bulbs, electric socket outlets and switches
- \_\_\_\_\_ Wash floors and walls in male and female wards, corridors and public areas

**SEMI-ANNUALLY**

- \_\_\_\_\_ Check incinerator for damage and repair
- \_\_\_\_\_ Check manholes for functioning, especially for kitchen and sluice rooms
- \_\_\_\_\_ Check roof for leakage and put glue or putty on possible holes
- \_\_\_\_\_ Check doors, hinges and locks – repair or oil as needed
- \_\_\_\_\_ Check windows and replace broken glass as needed
- \_\_\_\_\_ Clean gutters and down pipes; tighten any loose connections
- \_\_\_\_\_ Check electrical system for shorts (whole HC)

**YEARLY (or as needed)**

- \_\_\_\_\_ Check storm water drainage and remove debris blocking system
- \_\_\_\_\_ Check that septic tanks not blocked
- \_\_\_\_\_ Check metal surfaces, especially in wet areas, and paint (every other year)
- \_\_\_\_\_ Check common areas and corridors and paint every other year

## *Environmental Health Control Guidelines for TB<sup>1</sup>*

### **WHY TB IS A PROBLEM IN HIV/AIDS CARE SETTINGS**

Persons with undiagnosed, untreated and potentially infectious (contagious) TB are often seen in HIV care settings, including VCT centers and clinics providing medical care to HIV-infected persons. TB is the most common opportunistic infection and a leading cause of death in persons with HIV-infection.

Persons with HIV-associated immunosuppression may become infected or re-infected with TB if they are exposed to someone with infectious TB disease. They can progress rapidly from TB infection to disease – over a period of months rather than the usual years for persons with a normal immune system.

Health care workers and other staff are also at particularly high risk of infection with TB because of frequent exposure to patients with infectious TB disease. Health care workers and staff may themselves be immunosuppressed due to HIV infection and thus be at high risk of developing TB disease once infected.

### **HOW TO REDUCE THE RISK OF SPREADING *M. TB* IN HIV CARE SETTINGS**

There are measures that can be taken, even in resource-limited settings, to prevent unnecessary morbidity and mortality due to TB transmission in health care settings. Work practice and administrative control measures and environmental control measures are the focus of TB infection control strategies in HIV care settings. The goals of work practice and administrative controls are [1] to prevent TB exposure to staff and clients, and [2] to reduce the period of infectiousness by ensuring rapid and appropriate diagnostic evaluation and treatment for clients and staff suspected or known to have TB. These are accomplished through the prompt recognition, separation, evaluation, and referral of persons with potentially infectious TB disease.

Environmental controls are the second line of defense for preventing the spread of TB in HIV care settings. It is important to recognize that if work practice or administrative controls are inadequate, environmental controls will not eliminate the risk. Environmental controls include ventilation (natural and mechanical), filtration, and ultraviolet germicidal irradiation. Many environmental control measures are technologically complex and expensive, and thus more appropriate for referral hospitals. However, controlled natural ventilation can reduce the risk of spreading TB. Ventilation is the movement of air in a building and replacement of air in a building with air from outside. Natural ventilation relies on open doors and windows to bring in air from the outside; 'controlled' implies that checks are in place to make sure that doors and windows are maintained in the position that enhances ventilation. Fans may also assist in this process and distribute the air. When fresh air enters a room it dilutes the concentration of particles in room air, such as, droplet nuclei containing *M. tuberculosis*. Designing waiting areas and examination rooms so that they have maximum natural ventilation can help reduce the spread of TB. In warm climates, this means open-air shelters with a roof to protect patients from sun and rain are ideal waiting areas.

<sup>1</sup> Recommendations from the First Emergency Plan for AIDS Relief / USG and Partners ART Consultation in Ethiopia. August 1-10, 2005.

## Information on Ventilation and Fans

### Controlled natural ventilation

Natural ventilation refers to fresh dilution air that enters and leaves a room or other area through openings such as windows or doors. Natural ventilation is controlled when openings are deliberately secured open to maintain air flow. Unrestricted openings (those cannot be closed) on opposite sides of a room provide the most effective natural ventilation.

### Propeller fans

Propeller fans may be an inexpensive way to increase the effectiveness of natural ventilation, by increasing the mixing of airborne TB as well as assisting in the direction of air movement by pushing or pulling of the air.

### Types of propeller fans

Propeller fans include:

- Ceiling fans
- Small fans that sit on a desk or other surface
- Fans that stand on the floor
- Fans mounted in a window opening

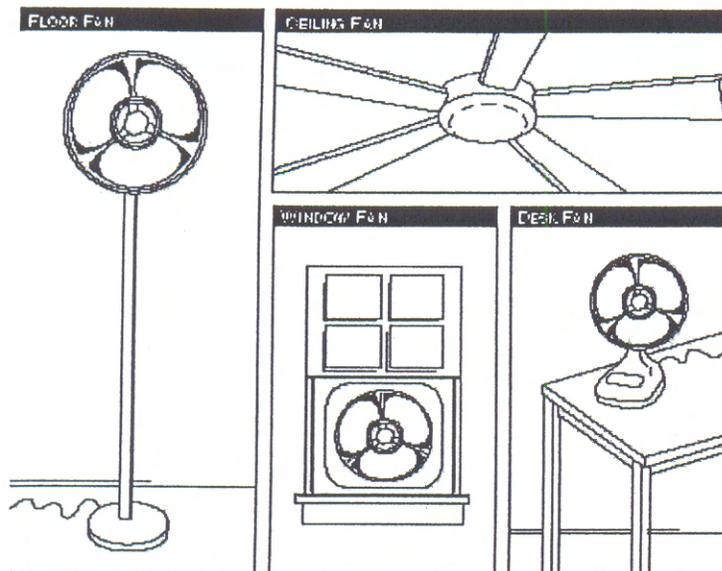


Figure 1. Propeller fans

### **Air mixing and removal**

A propeller fan helps mix air in a room. Mixing of air will reduce pockets of high concentrations, such as in the corners of a room or in the vicinity of patients where natural ventilation alone may not suffice. The total number of particles in the room will not change with mixing; however, the concentration of particles near the source will be reduced, and the concentration in other parts of the room may increase.

If this dilution effect is combined with a way to replace room air with fresh air, such as an open windows and doors, the result will be fewer particles in the room.

A room with an open window, open door, and a fan will have less risk than an enclosed room with no fan, an enclosed room with a fan, or a room with an open window but no fan. In addition, mixing may increase the effectiveness of other environmental controls.

### **Directional airflow**

If placed in or near a wall opening, propeller fans can also be used to enhance air movement into and out of a room.

Consider fans installed in the windows or through wall openings on the back wall of a building. The fans exhaust air outside, away from people or areas where air may come back into the building. If doors and windows in the front of the building are kept open, the overall effect should be to draw in fresh air through the front of the building and exhaust air through the rear. Health care staff should be mindful of the direction of airflow to ensure the potential source (i.e., patient) is closest to the exhaust fans and the staff are closest to the clean air source.

With this arrangement, the risk that TB will be spread is greater near the back of the building; however, once the contaminated air is exhausted, dilution into the environment will be fast.

### **Exhaust fans**

There are a wide variety of exhaust fan systems. A system can be as simple as a propeller fan installed in the wall, or it could include a ceiling grille, a fan, and a duct leading to discharge on an outside wall or on the roof.

Over time, dust and lint accumulate on exhaust fan blades. The fans, motors, blades, and ducts become dirty and less air is exhausted. For this reason, these systems should be cleaned regularly.

### **Contacts**

For further information please contact Dr. Lisa Nelson at 404-639-8456, email [LBN9@cdc.gov](mailto:LBN9@cdc.gov) or Dr. Naomi Bock at 404-639-8134, email [NEB2@cdc.gov](mailto:NEB2@cdc.gov).



## *Health Center Maintenance Checklist*

### **DAILY (or after use)**

- \_\_\_\_\_ Sweep walks and pick up litter on ground daily to prevent dirt being tracked into buildings
- \_\_\_\_\_ Dust and put benches and chairs in place in waiting areas
- \_\_\_\_\_ Sweep corridors and common areas
- \_\_\_\_\_ Clean delivery, treatment and examination tables daily and after use
- \_\_\_\_\_ Clean and change beds in labor room and female and male wards after use with soap and disinfectant
- \_\_\_\_\_ Wash floor in labor and delivery, emergency care and sluice rooms daily with soap and disinfectant
- \_\_\_\_\_ Clean toilets, showers and latrines
- \_\_\_\_\_ Check that sharps disposal containers (needles and syringes) are not full; replace when  $\frac{3}{4}$  full

### **WEEKLY (or as needed)**

- \_\_\_\_\_ Check water faucets for leaks and report if broken or damaged
- \_\_\_\_\_ Check sinks and drains and open if clogged (remove trap and clean)
- \_\_\_\_\_ Wash walls in labor and delivery room, emergency care and sluice rooms
- \_\_\_\_\_ Wash walls in toilets, showers and latrines

### **MONTHLY**

- \_\_\_\_\_ Check water reservoir for leaks (tanks, pipes and connections)
- \_\_\_\_\_ If present, check water in holding tanks, that pump is working and cover is in place and locked
- \_\_\_\_\_ Check that cover on placenta pit is in place and locked
- \_\_\_\_\_ Check that pit latrine is not full (drop stone – time delay 1 second or longer)
- \_\_\_\_\_ Check incinerator and ash pit and clean debris around area
- \_\_\_\_\_ Check and replace dead/broken bulbs, electric socket outlets and switches
- \_\_\_\_\_ Wash floors and walls in male and female wards, corridors and public areas

### **SEMI-ANNUALLY**

- \_\_\_\_\_ Check incinerator for damage and repair
- \_\_\_\_\_ Check manholes for functioning, especially for kitchen and sluice rooms
- \_\_\_\_\_ Check roof for leakage and put glue or putty on possible holes
- \_\_\_\_\_ Check doors, hinges and locks – repair or oil as needed
- \_\_\_\_\_ Check windows and replace broken glass as needed
- \_\_\_\_\_ Clean gutters and down pipes; tighten any loose connections
- \_\_\_\_\_ Check electrical system for shorts (whole HC)

### **YEARLY (or as needed)**

- \_\_\_\_\_ Check storm water drainage and remove debris blocking system
- \_\_\_\_\_ Check that septic tanks not blocked
- \_\_\_\_\_ Check metal surfaces, especially in wet areas, and paint (every other year)
- \_\_\_\_\_ Check common areas and corridors and paint every other year

## **SECTION THREE**

### ***RENOVATION GUIDELINES AND PRACTICES***

#### **3.1 Introduction**

This section, like **SECTION 2**, is a “how to” section. It builds on information obtained during the HC assessment site visits. Analysis of this data forms the basis for subsequent development and management of HC renovation – from producing the bill of quantity (BOQ) through the tendering process and ultimately to supervising works contracts. When the guidance and information provided in this section are combined with the detailed materials listed in the accompanying appendix (e.g., sample tenders, contractual instruments, checklists and various types of certificates), RHB/PPD technical staff will have the essential tools needed to:

- translate the HC assessment findings into a detailed BOQ,
- tender HC renovation works contracts,
- solve most of the problems arising during renovation works with contractors, and
- supervise and approve HC renovation works.

Because funding for renovation of health facilities frequently is commissioned by international organizations and private donors in addition to the FGOE, actual procurement and subsequent contracting procedures to be applied will depend on a combination of the donor’s funding requirements and those of the implementing agency (RHB or NGO). This will determine which rules and regulations have to be followed. For example, if the funding source is the FMOH, then relevant FGOE regulations must be followed. If, however, funding is coming from an international organization (bi- or multilateral) or private donor, then different regulations and procedures will need to be followed.

This section also details the importance of operating through memoranda of understanding (MOUs) with the RHBs, woreda health offices and HCs to facilitate completion of agreed on HC renovation works in a timely manner and to minimize problems. Finally, in this section the rationale is presented for each HC having a readily available maintenance budget and preventive maintenance management system if improvements to the HC are to be maintained.

#### **3.2 Objectives**

The objectives of this section are to provide guidance to RHB technical staff, including the engineering estimator (quantity surveyor), contracting staff and works supervisors that will enable them to:

- prepare bills of quantity (BOQ) based on HC assessment findings and available funds,
- tender HC works contracts,
- identify and select appropriate works contractors,
- understand the purpose and use memoranda of understanding (MOUs),
- conduct site handovers with the contractor and HC staff,
- supervise HC renovation works effectively and efficiently,

- manage the works contract finances,
- manage works variation orders and design changes,
- identify typical problems encountered during renovation works and know how to resolve them, and
- understand the importance of preventive and routine maintenance to sustain HC improvements.

### **3.3 Development of the Bill of quantity (BOQ)**

The development of a detailed BOQ is required not only to confirm the actual cost of works as identified during the HC assessment, but also to ensure that the estimated cost is within the available budget. To reach this point, a number of steps must be taken, starting with developing an initial budget estimate based on analysis of assessment findings and preliminary set of recommendations and ending with the final cost estimate used to produce the Master BOQ.

**Initial Budget Estimate.** In order to develop the initial budget estimate, first a detailed “as built” computer-assisted drawing (CAD) of the entire HC compound as it exists is developed. This drawing is based on the initial sketches produced during the HC assessment site visit (**SECTION 2**). It provides details on all existing buildings, including the names and use of each room or space. Based on the details included in this drawing, a second set of “proposed” CADs are developed. These new drawings take into consideration proposed renovation and/or expansion recommendations as well as changes to improve patient and staff flow patterns and to correct hygiene and environmental health control problems noted during the HC assessment. This second set of drawings should include, but not be limited to:

- Floor plans, at least one section and elevation for each block such that the floor plan, sections and elevations are capable of defining the finishing materials, materials of construction, location of sanitary and electrical fixtures and any other relevant information
- A redesign of the HC compound, based on changes in the patient and staff flow patterns and/or environmental health control measures, if required
- Identification of the location of required repairs, modifications or new installations (e.g., water and waste water lines and electrical lines)
- Requirements for any additional rooms or items and their appropriate locations, such as a larger ground water storage tank of elevated water storage tank and water pump).

In addition, on these drawings the area of renovation, modification or expansion as well as any other changes should be appropriately named (by symbol or numbering).

Then, based on the details incorporated into the “proposed” set of CADs, an initial budget estimate is developed. This is accomplished by estimating the major items of work (new, modifications and/or renovations) using linear, square, cubic meters or lump sum methods. Once completed this initial budget estimate is then prioritized based on available funds.

**Final Project Estimate.** Using the initial budget estimate and “proposed” CADs, the items of works are quantified by take off and converted into the BOQ using the Master BOQ form (**COMPACT DICSC 3.1**)<sup>1</sup>. The **Master BOQ** is a generic BOQ that includes typical specifications and descriptions for many common construction activities broken out into the

---

<sup>1</sup> See **APPENDIX** for how to access files on the **COMPACT DISC**.

main categories of work, such as substructure and superstructure. For those items of work not stated on the Master BOQ, however, supplementary specifications and quantification must be done. The amount of supplementary specification work will vary from HC to HC based on the type of problems and damages and the most practical, cost-effective solutions available. The Master BOQ is then saved as the **Specific BOQ** for that particular HC because it now contains all the specifications of renovation works. As a final step in this process, the Specific BOQ is shortened and simplified into what is called a **Normal BOQ (CD.3.2)**. The Normal BOQ is used on a daily basis for ease of reference in discussions related to technical issues encountered during the renovation works as well as for payment approvals. A Normal BOQ, however, is not a contractually binding document.

**NOTE:** The specifications of works used to produce the Master and Normal BOQs must be as clear as possible in order to avoid ambiguity for the contractor and for the supervising engineer during contract implementation. Poor definition of the technical description of required works in a BOQ is a major cause for claims by the contractor either for extra funds or a time extension.

In costing out the items of work, the following should be used:

- Determination of Unit Prices. The unit price of each item of works should be developed based on the cost of work in Addis Ababa. To do this, a difficulty factor is then applied to these unit prices based on: a) the distance of the HC from Addis Ababa, b) accessibility to the site, and c) the availability (and cost) of labor and equipment for that specific HC. The data needed to make these adjustments should be collected during the HC assessment site visit in order that an accurate unit price for each item of works can be calculated for the HC under consideration.

The unit prices, including the difficulty factor, are then input into the HC Specific BOQ to produce the final project estimate. This estimate is compared with the available funds prior to tendering. If the final project estimate exceeds the allocated budget, then the proposed works and their estimated costs will need to be reviewed and lower priority works sequentially removed from both the “proposed” CAD drawings and Specific BOQ until the final project estimate is equal to or less than the available budget.

As part of the final project estimate, the contingency is added. The percentage of contingency will be defined by the operating procedures and rules of the implementing agency and/or donor organization. Normally it is between 5 and 10% depending on location of the HC and associated ground conditions. The purpose of the contingency is to cover additional costs due to differing ground conditions or other site related minor design changes.

### **3.4 Tendering Renovation Works Contracts**

In order to provide economies of scale and to attract appropriately sized contractors, grouping HC renovation works contracts into packages (two or more individual HC contracts) should be encouraged. This grouping does not need to be based on regional or zonal boundaries unless the funds provided are restricted for use to a specific region or zone, or are mandated by the funding source. Bundling several HCs works contracts together into one contract also enables works supervision to be simplified. (Because of the relationship established between the supervising engineer and contractor, solutions to problems identified at one site most often can be transferred to other sites without additional explanation.)

Depending on the type of funding organization, the options available to procure a works contractor may be different. For the FGOE, the list bidder system is most likely to be the

main option available. For USG funded implementing organizations, however, the appropriate regulations to follow are provided in the Federal Acquisition Regulations (FAR) in conjunction with the AIDAR Regulations (Title 48 of FAR).

For FGOE implementing organizations (RHBs and woreda health offices), the final budget estimate of the works contract will determine the procurement method most applicable, whether by list bidder (financial evaluation only) or by list evaluated bidder (technical and financial evaluation).

For USG implementing organizations, if the estimated contract value will not exceed the simplified acquisition threshold (SAT), then a simplified procurement process is possible with open tendering only required for a contract value likely to equal or exceed the SAT.<sup>2</sup> Under these circumstances (contract values below the SAT), procurement options may include:

- written quotations from at least three firms,
- restricted bidding to list bidders or bidders by category,
- restricted tendering to pre-qualified contractors, or
- open and full tendering.

Additional considerations in defining the procurement and contracting process are local customs and expectations of the works contractors. To ensure transparency, tendering is the preferred procurement option in Ethiopia when government funds are used, even for low value works. This requires that the implementing agency should prepare appropriate tender documentation requesting sealed bids, with the bids to be opened in public at a predetermined location, date and time. An award recommendation is made only on completion of the subsequent evaluation process, which includes correction of any mathematical errors in the unit price calculations presented by the bidders.

### **3.5 Identification and Selection of Works Contractors**

Undertaking renovation activities in a functioning office or company is disruptive and causes increased stress for staff and clients. In a healthcare facility, there is the added issue of dust and dirt created by the construction activities. Keeping the facility clean and maintaining recommended hygienic practices increases the work load of staff in order to provide a safe environment for patients, clients and staff. Therefore, contractors selected must be mindful of the need to limit construction debris and clean up after completing the work.

To facilitate the smooth management and timely completion of the required works, it is important to identify construction contractors who have had previous experience working with healthcare facilities or hospitals. As a first step in screening potential contractors, a review of the current approved or listed construction contractors should be undertaken to identify those with appropriate experience, performance and quality records. If, after completing this review, there are too few construction contractors that meet the requirements, an alternative screening mechanism must be used in order to expand the list of potential contractors. One option is to simplify the screening criteria. Another is to go to open tendering. Going to open tendering, however, requires additional time and effort to complete the selection process as well as the extra cost of producing additional tender documents.

---

<sup>2</sup> As of 17 September 2007 the SAT threshold is USD \$100,000 as defined in FAR 2.101.

Depending on the procurement regulations of the donor, a cost-effective and transparent procurement mechanism is to pre-qualify construction contractors for bidding purposes. The standard prequalification process involves:

- notification in the national or regional press requesting expressions of interest (EOIs) based on a brief description of the intended works,
- initial review of the submitted EOIs against a set of predetermined criteria,
- issuing a detailed pre-qualification questionnaire to those contractors meeting the criteria (**CD.3.3**),
- review of the submitted responses to the questionnaire in order to select contractors that meet a predetermined pass mark, and
- notification of selection to the successful contractors.

Subsequent tendering and the evaluation process then are conducted only on a financial (list bidder) basis because the prequalification process will have identified only technically qualified companies. The list of pre-qualified contractors should have a set time associated with its validity in order that re-qualification is conducted periodically. Doing this not only enables new construction companies to have the opportunity of being pre-qualified, but also it helps ensure that those contractors pre-qualified still meet the selection criteria. A typical duration is one year. This time period allows currently pre-qualified companies the option of being removed from the list, and new companies the opportunity to become pre-qualified. In addition, the implementing agency also has the opportunity to reject current companies from the list based on documented poor performance.

A sample tender document for construction works (excluding the BOQ, set of “proposed” CADs and the statement of work) is presented in **CD.3.4**. This document is based on the standard FGOE General Conditions of Contract document. (A sample tender document based on the USAID standard contract agreement is presented in **CD.3.5**.)

### **3.6 Use of a Memorandum of Understanding (MOU)**

Once the final project estimate has been approved, but before the contract is awarded, it is useful to develop a memorandum of understanding (MOU) between the implementing agency and the RHB as well as a separate, shorter one with the HC and woreda health office. Having an approved MOU with the RHB increases the credibility of the implementing agency by demonstrating the implementing agency’s commitment. It is not uncommon for international NGOs, and even some donors, to make offers to an RHB to support renovation works, but either no such support materialises or it is indeterminately delayed. Consequently, a written commitment, such as an MOU, provides confidence to the RHB that the promise of support will be forthcoming in a timely manner.

Both the MOU to the RHB, and the one for the HC, should define the responsibilities and involvement of the implementing agency and the RHB as well as the woreda and selected HC as appropriate (**COMPACT DISC A.3.1** and **CDA.3.2**).<sup>3</sup> The MOU with the HC should also state the maximum funds available and the HC’s specific responsibilities to:

- cooperate with the selected works contractor in planning the works so that contractor can complete the works on time,

---

<sup>3</sup> See **APPENDIX** for how to access files on the **COMPACT DISC**.

- provide access for the contractor to the required rooms within the HC, and
- provide assistance (staff or other workers) to move furniture and other items prior to and after completion of the renovation works.

Stating the maximum available funds in the MOU provides a defined limit to the amount of renovation works to be completed under the works contract. It is important when discussing the MOU with the HC in-charge, or her/his designated representative, and the woreda health officer (if available) that they fully understand this. Taking time to clarify this point helps minimize “project creep” – continuous requests for additional work from the HC in-charge and/or the woreda health officer.

It should also be pointed out that the maximum funds, as stated in the MOU, do not constitute a guarantee that all funds will be used at the HC. If, for example, less than the maximum funds are needed to complete the agreed on renovation works, re-allocation of any remaining (unused) funds rests with the implementing agency – not with the HC.

An additional responsibility stated in the MOU is that the HC is actively involved in the formal process of handing over the site to the selected contractor and supervising engineer. The site handover to the contractor:

- is a legal requirement that defines the actual commencement of the works period,
- serves to introduce the contractor’s representative(s) to the HC in-charge, and
- impresses on both parties the importance of mutual cooperation if the works are to be completed within the stated time frame.

As a consequence of decentralisation, the woreda health office now has increased responsibility over management of the HC. With this in mind, inclusion of the woreda health officer in signing the MOU has some advantages, namely, it:

- provides access to the woreda health office in the event of limited cooperation by the HC in-charge, or if the HC in-charge changes during the construction works;
- ensures that the woreda health office, as well as the RHB, is fully aware of the proposed renovation works; and
- provides an opportunity to discuss the possibility for additional funds and/or in-kind contributions from the woreda health office to support the proposed renovation works, or in some cases provide support for additional works.

### **3.7 Conducting the Site Handover**

Once the works contract has been awarded, it is important to conduct the HC site handover to the contractor as soon as possible so that renovation works can commence (usually within five working days of the contract being signed). This site visit should involve the HC assessment team leader, the contractor’s primary representative(s), the supervising engineer (if appointed), the RHB engineer (if available), and the HC in-charge and woreda health officer. The objectives of the site handover are to:

- introduce the contractor’s representative and HC in-charge to each other;
- conduct a brief walkthrough of the HC to review the agreed upon renovations with both parties;

- review any requested changes in space use to improve patient and staff flow patterns;
- discuss any required modifications of hygiene practices and environmental health control measures to improve patient, staff and healthy client safety;<sup>4</sup>
- resolve any issues the HC in-charge may have regarding the proposed renovation works; and
- review the responsibilities of both the implementing agency (usually represented by the HC assessment team leader) and the HC in-charge as detailed in the health center MOU. (This review should be done prior to signing by both parties, including the woreda health officer, if available.)

The importance of the site handover activity can not be underestimated. At this meeting, every effort should be made to ensure that the contractor's representative, the supervising engineer (if appointed and available) and the HC in-charge are in total agreement as regards the full extent of the agreed upon renovation works and the anticipated time for completing the works. The success of this meeting goes along way toward ensuring that the renovation works will be conducted in a cordial and professional manner. The final act in this process is completion of the **Site Handover Certificate (CDA.3.3)** and subsequently filing it at the implementing agency office.

### **3.8 Effective Supervision of Health Center Renovation Works**

Renovation by its nature, is unlikely to be simple and without problems. Consequently, an effective mechanism that enables the works contractor and supervising engineer to resolve technical problems is an essential requirement. While most communication can be managed using a phone system, on-site supervision visits remain an important function.

The number of visits required by the implementing agency to check on the quality of work of the contractor is normally defined in the agency's procedures manual. There are a number of supervision mechanisms that are appropriate for renovation works; these include:

- Traditional Daily Supervision. This is a common form used by government departments and organizations that require a technical representative of the implementing agency to be on site on a daily or near daily basis. Normally this involves use of a resident engineer. The resident engineer measures the quantity of work and checks the quality, updates the BOQ to reflect the actual quantity of work completed by the contractor and inspects any work before it is covered up, such as the fixing and size of reinforcing steel prior to pouring concrete. Such a supervision mechanism is appropriate:
  - when the proposed renovation works are complex or extensive requiring resolution of issues on a daily basis,
  - where many subcontractors are involved on site at the same time, and/or
  - for renovation works where differing soil conditions are likely to be present.

The traditional mechanism of supervision, however, is often viewed as being confrontational and clearly indicates limited trust of the contractor by the implementing agency. Moreover, it reinforces the impression that the contractor is not capable of performing quality work in accordance with the technical specifications without

---

<sup>4</sup> Healthy clients are those infants, children and adults in need of, or seeking, preventive health services such as immunization or family planning.

continuous supervision and inspection. The traditional mechanism is most commonly used where cost (list bidder) is the sole criterion used to award a works contract.

- Periodic Supervision. For less complex construction contracts, or where a single contractor is responsible for all work elements of the contract, a different supervision mechanism may be adopted. This approach only requires supervision visits on an irregular basis (e.g., only with completion of key elements/sections of work). Approval of interim payment certificates is not linked to the supervision visits when this supervision approach is used. Employing this approach, however, requires that a certain degree of trust exists between the two parties (implementing agency and contractor), especially in relation to quality and progress of work.
- Milestone Supervision. For fixed price contracting and/or for low technical risk construction contracts, inspections can be directly linked to the payment process. With this supervisory mechanism, timing of the supervision visits often is prescribed in the contract. With this system, a supervision visit to approve the “milestone” of renovation works is an integral component of the payment approval process. If the contractor undertakes work in the next phase without authorization to do so, it is at his own risk.

Selection of the supervision mechanism to be adopted rests with the implementing agency. Before making the decision on the type of supervision, however, the implementing agency should conduct a cost/benefit analysis. Factors to be considered include:

- Complexity and technical risk of the construction work
- Value of works and procurement mechanism used
- Competency and previous performance record of available contractors
- Policies of the funding agency, government department or implementing agency
- Depth of technical evaluation used in the tender process
- Cost of supervision (staff and transportation)
- Current workload/availability of internal technical staff to conduct some/all supervision visits
- Availability, knowledge and quality of external supervision service providers (FGOE and commercial architect and engineering firms)
- Availability of internal resources to support external (contracted out) supervision and the associated contract management of that external resource.

Whatever the supervision mechanism selected, for each site visit a **Supervision Progress Report** form should be completed and filed with the implementing agency office (**CDA.3.4**)

If it is decided that supervision is to be provided by an external body, such as an architect and engineering (A&E) firm, a contract will be required. A sample tender that includes both HC assessment and supervision services being provided by an A&E firm is presented in **CD.3.6**. This tender is adapted from a standard FGOE contract document with the Special Conditions of Contract included.<sup>5</sup> An important aspect to note in this sample is the method of defining reimbursable costs. It is based on using the FGOE/Ethiopian Roads Authority (ERA) tables to calculate road distances between specific locations. Defining reimbursable costs using the

---

<sup>5</sup> CD. 3.7 is a tender for contracting with an A&E firm. It is adapted from USAID.

ERA tables reduces disagreements on how to determine a major contractual associated cost. (A copy of the current ERA tables can be obtained from the Ethiopian Mapping Authority or Ethiopian Central Statistical Authority.)

### **3.9 Financial Management of Renovation Works Contracts**

Managing the financial aspects of works contracts is an important consideration for both the contract administrator and the project manager. Failure to control the cost of works contracts through poor supervision and inadequate contract management practices can result in significant cost and time over-runs.

Financial management of works contracts involves:

- the payment approval process, and
- tracking contract costs (cash flow projections) and all payments to ensure that the total project budget will not be exceeded.

**Payment Approval Process.** The payment mechanism and frequency of payments are defined in the works contract. The mechanism normally is linked to the type of supervision being used by the implementing agency (see above, **Subsection 3.8** for details). When only a single contractor is involved, either of two payment systems can be used for simple construction works; these are:

- a.) **Payment Based on Actual Works Completed.** When daily supervision is used, it is normal for the resident engineer to measure the actual works completed by the contractor and the cost of materials delivered to the site as the basis for monthly payment to the contractor. In this situation, a detailed analysis of the quantity of work completed during the month is documented using the Normal BOQ. (See **CDA.3.5, Sample Payment Certificate**, as an example.) When completed, this certificate, coupled with the take-off sheet data used by the supervising engineer to calculate each element of work specified in the Normal BOQ, serves as evidence or back up to verify the total works completed by the contractor.

The **Sample Payment Certificate** file has four tabs. The use of each is explained below:

- **Description.** This is the Normal BOQ that is based on the individual building or BOQ schedule. The total works completed is inserted by the supervising engineer using calculations taken from the take off sheets.
- **Subtotal.** An automatic summation of the works in the “description” by category. In addition, the supervising engineer must include the total value of materials on site.
- **Main Summary.** In the case where there is more than one building or BOQ schedule in the contract, additional “subtotal” tabs may be needed in order that a full summary of all required works at the site is documented.
- **Payment Certificate.** The works contract data, approved variation orders, previous payments and current payment request details are inserted to calculate the sum to be paid to the contractor against this invoice. When completed, this certificate can be used as an internal approval document to authorise payment by the financial department.

- b.) Payment Based on a Percentage of Work or Milestone. For periodic supervision methods or where the construction can be predetermined by specific inspection points, a percentage of the total works can be used as a payment mechanism. When using this approach, the final payment is made subject to measurement of all works authorised and completed in accordance with the works contract specifications. Final measurement is only required for re-measurement contracts, but not for lump sum contracts. For initial and interim payments, the **Payment Certificate** form can be used to authorize payment with the supervising engineer ensuring that the proportion of works (i.e., the milestone or the specified stage of construction) as stated in the contract has been achieved. For the final payment, full analysis of quantities, including the calculations based on the damage take off sheets, is required.

**Tracking Contract Costs and Payments.** To assist the contract administrator control costs and keep to the timeline for completion of a number of works contracts within a project, several simple tools have been developed that provide:

- instant visibility of the current contract costs, including any authorised variations, and
- cash flow projections (forecast) to assist in financial planning and budgeting.

To develop a simple cash flow projection, the construction schedule (timeline) and the budget estimate of each works contract with its payment mechanism should be plotted to develop an annual funds requirement plan. By estimating the date or month for each works contract payment and its value, the cash flow projection can be developed to assist senior management in financial planning.

The starting point for financial control begins with development of the HC specific BOQ and its subsequent approval as detailed above in **Subsection 3.3**. For a works project involving a number of facilities to be renovated within a financial year, budget allocations should be prepared by the project manager.

To track payments and expenditures for each works contract and, therefore, the entire project, the following data need to be collected on a regular basis:

- Original contract value
- Authorised variation value
- Calculation of each contract payment (when percent payments are used in a contract)
- Date of receipt of invoice from the contractor
- Invoiced sum from the contractor
- Date of payment of invoices
- Total payments made to contractor

A sheet has been developed to record this data, called a **Financial Tracking Sheet (CDA.3.6)**. The sample included has been partially completed to demonstrate how data is used to combine all relevant financial data onto a single Microsoft Excel file. Updating the file on a regular basis provides the contract administrator with a quick and simple financial control and reporting mechanism.

### **3.10 Management of Variation Orders and Design Changes**

Because of the uncertainties with renovation works, there may be justifiable reasons where the contracted scope of work must be changed (e.g., the original assumptions made during the

assessment process are incorrect or there has been a change in circumstances since the time the assessment was conducted and construction works commences). The technical representative of the implementing agency must assess, cost and make a recommendation regarding any change to the contracted scope of work. Each implementing agency will have established policies and procedures governing what changes are acceptable for most situations. As such, the approved policies and procedures should be stated in the contract. It is important that the final decision to authorize changes is made by the implementing agency based on the findings and not as a result of coercion by HC staff. The change of contract value resulting from a change in the scope of work must conform to the implementing agency's relevant procurement regulations. In making a change, the situation/problem, recommendation(s) and decision/approval process should be documented in writing prior to instructing the contractor to proceed. Doing this also provides justification when/if the renovation works contract is audited.

Common problems that arise during renovation or construction works include, but are not limited to:

- Additional work requests from the HC made by the HC in-charge or woreda health office
- Change in management at the HC or woreda health office level resulting in new requests
- Changes to the design at the request of the contractor
- Identification of differing ground conditions or uncovering of old medical waste products during excavation by the contractor
- Changes to the revised patient and staff flow made by the HC different from those agreed to in the MOU
- Lack of cooperation or disagreements between the HC in-charge or woreda health office and the contractor
- Complaints by the HC in-charge regarding supervision of the renovation works
- Refusal by the HC in-charge to sign the final acceptance certificate without additional works being completed

Resolution of any of the above should be conducted at the lowest appropriate level, preferably by the individual who initially represented the implementing agency at the HC MOU signing. Before a decision to visit the site is made, however, talking by phone with the HC in-charge or works contractor may be sufficient to identify the actual issue and reason(s) for the requested change. In this situation, if an acceptable solution is agreeable, time and resources can be saved and the works continue.

Alternatively, if an RHB engineer was involved in the signing of the MOU with the HC, additional support can be gained through this channel. This is especially useful in the case of requests for additional funds over and above the agreed financial level as stated in the MOU, or when the HC in-charge refuses to sign the final acceptance certificate without additional works being included. In these situations, support of the RHB engineer may lead to a satisfactory resolution of the situation without the need for a site visit.

There will be occasions, however, when site visits are required. When a site visit is required, every effort should be made to work with the HC in-charge and the contractor to resolve the situation or technical problem amicably. A typical problem often requiring a site visit is a request by the HC in-charge for additional works over and above those agreed on in SOW as stated in financial terms in the MOU. Preventing this problem from occurring depends to a

large extent on the degree to which the supervising engineer, or individual with delegated authority to supervise the works from a technical aspect, makes it clear to the HC in-charge from the onset (i.e., at the time of signing the MOU) that additional funds and/or additional works can not be approved above the agreed financial limit. Any deviation from this policy will encourage the HC to make additional requests that are likely to increase the duration of the works unnecessarily. The concept of “project creep,” where the scope of work and the contract value repeatedly increase, should be firmly resisted. To minimize this situation, intervention of senior RHB officials, as mentioned above, may have to be requested to assist in enforcing this position and to make it very clear to the HC in-charge that additional work will not be approved.

Refusal by the HC in-charge to sign the **Provisional Acceptance Certificate** or **Final Acceptance Certificate (CDA.3.7 and CDA.3.8)** should not be a reason for not accepting the works performed by the contractor, provided the work has been completed in accordance with the contract. If the HC in-charge refuses to sign, and assistance by RHB officials has been unsuccessful, then the implementing agency should sign the **Final Acceptance Certificate** without the signature of the HC in-charge. In this situation, the RHB official may be asked to sign in lieu of the HC in-charge attesting to the fact that the renovation work has been completed in accordance with the MOU.

### **3.11 Health Center Maintenance Management Issues**

In Ethiopia, there appears to be no easily accessible budget for repair or maintenance of the HC, its equipment or furnishings. As a consequence, with few exceptions routine maintenance is not done (e.g., even basic inspection of blocked handwash basins or sinks that often can be unblocked easily). Other findings observed during HC assessment site visits include:

- There are no records or drawings available on-site detailing the location of buried water and waste water pipe lines.
- Broken and damaged equipment and furnishings, which are repairable, often are stored in rooms intended for provision of health services, thereby taking up valuable space rather than being repaired and put back into use.
- Existing drug storage space is limited and often the rooms are so crowded with boxes and cartons of drugs lying on the floor and tables that stock rotation (first in/first out) is difficult. In addition, because shelving is rarely available at most HCs, this makes it even more difficult to have a stock rotation system.
- In some HCs, one or more rooms intended for provision of services are allocated for storage of expired drugs awaiting disposal.

### **3.12 Preventive Maintenance of Health Centers in Ethiopia**

Because the importance of preventive maintenance can not be overestimated, a small budget should be available at each HC for this purpose. It should include sufficient funds for:

- repair of minor damage to the HC buildings (making simple repairs can extend the life of buildings and their fittings);
- repair of broken and damaged equipment or furnishing, or replacement if not repairable;
- upkeep of basic utilities, including handwash basins/sinks and taps/faucets, S-traps for showers, waste water manholes and water supply valves;

- removal of expired drugs to reduce the requirement for storage at HCs; and
- disposal of unusable (broken and not repairable) furniture, equipment and other items according to FMOH policy (these items should not be stored in valuable HC service delivery rooms).

In addition, designated staff at each HC should be trained and be responsible for making simple repairs (e.g., unblocking clogged basins or sinks) and conducting routine maintenance activities regularly (e.g., clean the gutters twice per year). Implementing such a system not only will improve the quality of health services but also will help promote good healthcare management.

### 3.13. Determining the Annual Health Center Preventive Maintenance Budget

When preparing annual budgets, most health managers do not allocate sufficient funds to HC maintenance. They often come up with a figure without seeking technical advice from professionals. As a result, the approved budget often does not match the needs.

Depending on the age of the HC, determining depreciation is the key element in calculating the budget for preventive maintenance (**R.4.1**). Estimating depreciation requires a realistic initial construction cost estimate. There are three methods used to determine the original HC cost, these are:

1. Cost based on Original Construction Data. If the original cost records (original BOQ) are available, use them and revise original cost estimate based on current market rates.
2. Cost by Detailed Measurement. If records are not available, then the cost of construction may be calculated by preparing a new BOQ based on various items of work in the existing HC and making detailed measurements of the site after which current construction rates are applied for each item
3. Cost by Plinth Area Basis. The plinth area of the HC as measured and the current plinth area rate for a similar building in the locality is obtained. Based on this information, the cost is then calculated. To fix the plinth area rate, it is necessary to examine thoroughly the different rooms/areas each HC building and its finishing requirements.

After determining the cost of the HC by any one of the above methods, it is necessary to allow for suitable depreciation of the facility. Depreciation will depend on the ultimate use of the HC, the present age and its current condition. Generally, for the first five years (0 to 5) there is little depreciation. After that, however, depreciation begins to increase. As an example, **Table 3.1 (next page)** provides reasonable estimates of the depreciated value of a HC whose useful life is considered to be 80 years, provided it is well maintained.

Using the data in this table, if a HC, built to the 1998 FMOH standard, is between 6-10 years old, the annual preventive maintenance budget is estimated to be 0.75 % of the total replacement cost – 3.2 million Birr (USD 343,000) in 2008 – less the depreciated value of the HC (97.5% at six years but falling to 90% at 10 years)<sup>6</sup>. Thus, in this example the annual preventive maintenance budget will range from 23,400 Birr (year 6) to 21,600 (year 10). On the other hand, for a 2006 “nucleus” FMOH standard HC, which costs an estimated 1.4 million Birr to build in 2008, the annual preventive maintenance budget for the first five years would be 7,000 Birr.

<sup>6</sup> Exchange rate: 1 USD equivalent to 9.33 Birr.

**Table 3.1. Preventive maintenance rate and depreciation based on age of the health center (R.4.2)**

<b>Age of Health Center</b>	<b>Preventative Maintenance Rates</b>	<b>Health Center Depreciation<sup>1</sup></b>
0 to 5 years	@ 0.50 %	97.5 %
6 to 10 years	@ 0.75	90.0
11 to 20 years	@ 1.00	70.0
21 to 40 years	@ 1.25	20.0
41 to 80 years	@ 1.50	10.0

<sup>1</sup> Estimated value of HC at the end of each time period.

### **3.14 Implementing a Simple Routine Health Center Maintenance System**

In lieu of funds for preventive maintenance of the HC, in the short term a simple, self-administered maintenance checklist has been developed for use by HC staff (**CDA.3.9**). A copy is included as an attachment to the MOU signed by both parties (the implementing agency representative and HC in-charge) prior to starting renovation works. By signing the MOU, the HC in-charge accepts her/his responsibility for providing the agreed on routine maintenance for the entire HC, not just for the elements of work included within the MOU.

The work effort required to implement the routine maintenance activities detailed in the checklist is very little. It does, however, require a change in attitude by HC staff regarding upkeep of equipment and maintenance of the HC in general. In addition, depending on the management capabilities of the HC in-charge, assistance may be required to help her/him to a) convert the maintenance schedule into a routine inspection process as detailed in the checklist, and b) allocate the work to appropriate staff members.

In summary, the importance of preventive and routine maintenance can not be overstated. Without benefit of a maintenance management system, improvements to the water supply, waste water disposal, sanitation and electrical systems will be lost in short time (sinks and drains are again plugged and latrines overflowing). Without a maintenance budget that staff can easily access, capital investment in a HC will be continually degraded, requiring continued support from the government, community or external agencies. The need for preventive and routine maintenance as well as a maintenance budget applies to new HC construction as well.

**REFERENCE MATERIALS**

- R.3.1 Dutta, BN. 2001. **Estimating and Costing in Civil Engineering, Theory and Practice**. Twenty Fifth revised editions. India.
- R.3.2 **Maintenance Manual, Preventive Maintenance Section**. 1998. Estate Management Unit, Ghana Health Service (funded by DANIDA)

**Appendix**

The following are contained in the enclosed **Compact Disc (PART 3. BOQs, Tenders & Contracts)**.

- CD 3.1 Sample Master BOQ
- CD 3.2 Sample Normal BOQ
- CD 3.3 Pre-Qualification of Documents (adapted from FGOE)
- CD 3.4 Sample Tender for Construction Works (adapted from FGOE)
- CD 3.5 Sample Tender for Construction Works (adapted from USAID)
- CD 3.6 Sample Tender for Contracting with an Architect and Engineering Firm (adapted from FGOE).
- CD 3.7 Sample Tender for Contracting with an Architect and Engineering Firm (adapted from USAID)<sup>7</sup>

The following are contained in the enclosed **Compact Disc (PART 3A. MOUs, Certificates & Checklists)**

- CDA.3.1 Sample RHB Memorandum of Understanding (MOU)
- CDA.3.2 Sample HC Memorandum of Understanding (MOU)
- CDA.3.3 Sample Site Handover Certificate
- CDA.3.4 Sample Supervision Progress Report Form
- CDA.3.5 Sample Payment Certificate
- CDA.3.6 Sample Financial Tracking Sheet
- CDA.3.7 Provisional Acceptance Certificate
- CDA.3.8 Final Acceptance Certificate
- CDA.3.9 Health Center Maintenance Management Checklist

---

<sup>7</sup> This file does not contain Standard Form 330 (14 pages) that is referred to in the contract. It is referenced in the FAR handbook at ([www.avnet.gov/far/](http://www.avnet.gov/far/)).







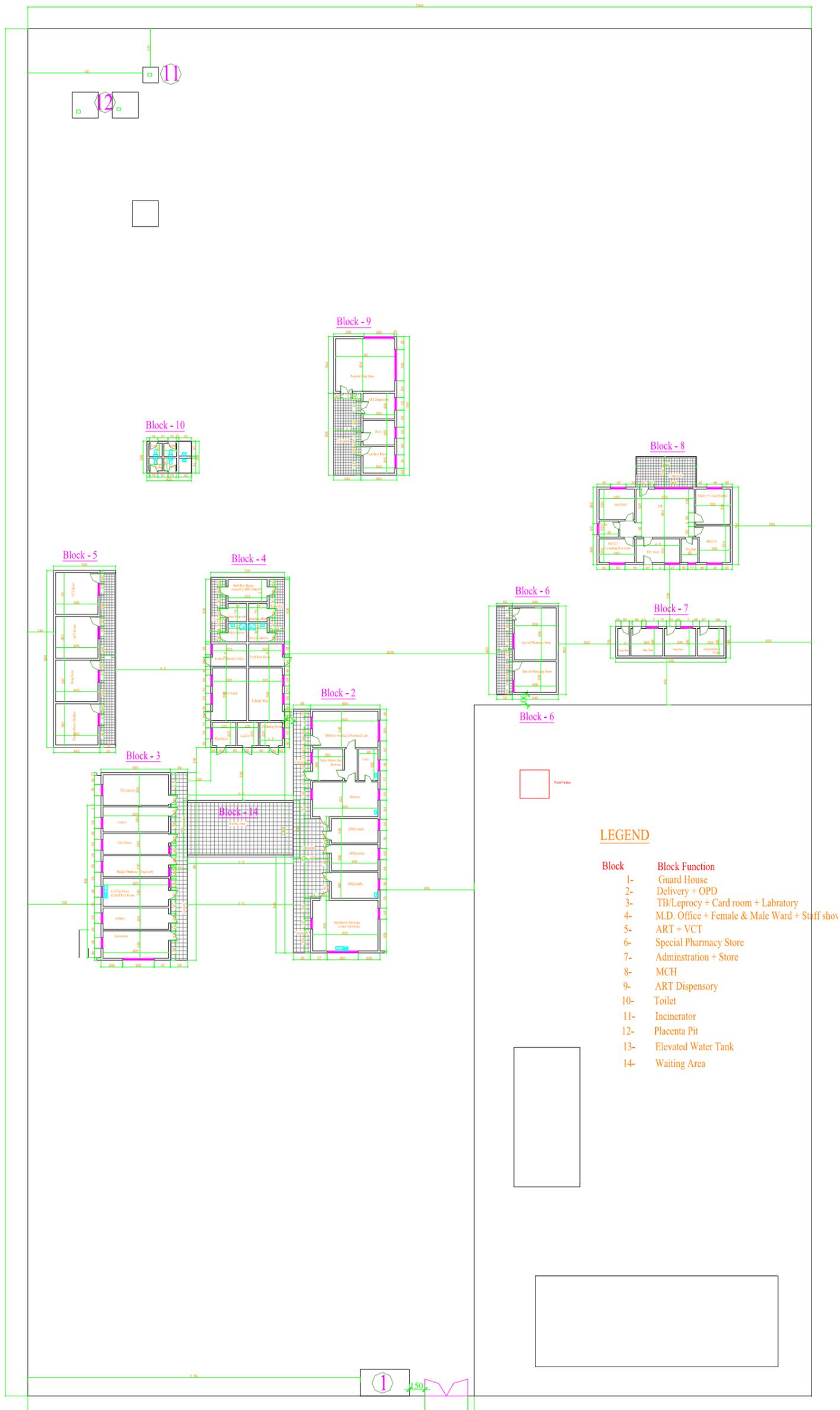
Ser	Room Description	Room	Area	Total	Remarks	Essential Functions					Backup	EHC
		Qty	(m2)	(m2)		Wall & Floor	HWB	Sink (Qty)	Toilet	Shower	Electric	
						Note 1	Note 2	Note 3				Note 4
4.1	<b>ADMINISTRATION</b>											
	Health Officer (in-charge)	1	13	13								
	General Purpose/Meeting Room	1	17	17								
	Public Health Team/ Multi purpose room	1	22	22								
	Purchaser	1	13	13								
	Administrative Assistant	1	13	13								
	Finance	1	13	13								
	Secretary	1	13	13								
	Staff Toilet	2	4	8			1		2			
	<b>Subtotal</b>			<b>112</b>								
4.2	<b>SUPPORT SERVICES</b>											
	Guard house	1	9	9								
	OPD and IPD latrine	2	9	18	4 chamber (2 male/2 female)		1		4			
	Housekeeping	1	13	13	With partition							
	Generator house	1	9	9								
	Morgue	1	10	10	Tape for hose connection		1					
	Placenta Pit	1										
	Septic Tank	1										
	Incinerator	1										
	<b>Subtotal</b>			<b>59</b>								
4.3	<b>GENERAL STORES</b>											
	Office - store manager	1	10	10								
	Stores (ART and OIs, malaria, general, special, medical equipment etc)	1	120	120								
	<b>Subtotal</b>			<b>130</b>			22	13	11	4		
	<b>Total Room Area</b>			<b>1018</b>	<b>Covered Waiting Areas</b>			<b>87</b>				

Ser	Room Description	Room	Area	Total	Remarks	Essential Functions					Backup	EHC	
		Qty	(m2)	(m2)		Wall & Floor	HWB	Sink (Qty)	Toilet	Shower	Electric		
						Note 1	Note 2	Note 3				Note 4	
	<b>NOTES:</b>												
		1	Special floor and wall finishing for high infection control areas										
		2	Handwash basin, ceramic type with hot and cold taps										
		3	Sink types referred to in this column:										
			N	Normal Stainless Steel Sink									
			C	Clinical Sink									
			L	Laboratory Sink									
			S	Scrub-up Sink									
			W	Washing/Laundry Sink									
		4	Environmental health control locations requiring cross ventilation										
	<b>For explanation of engineering details, refer to technical specifications</b>												

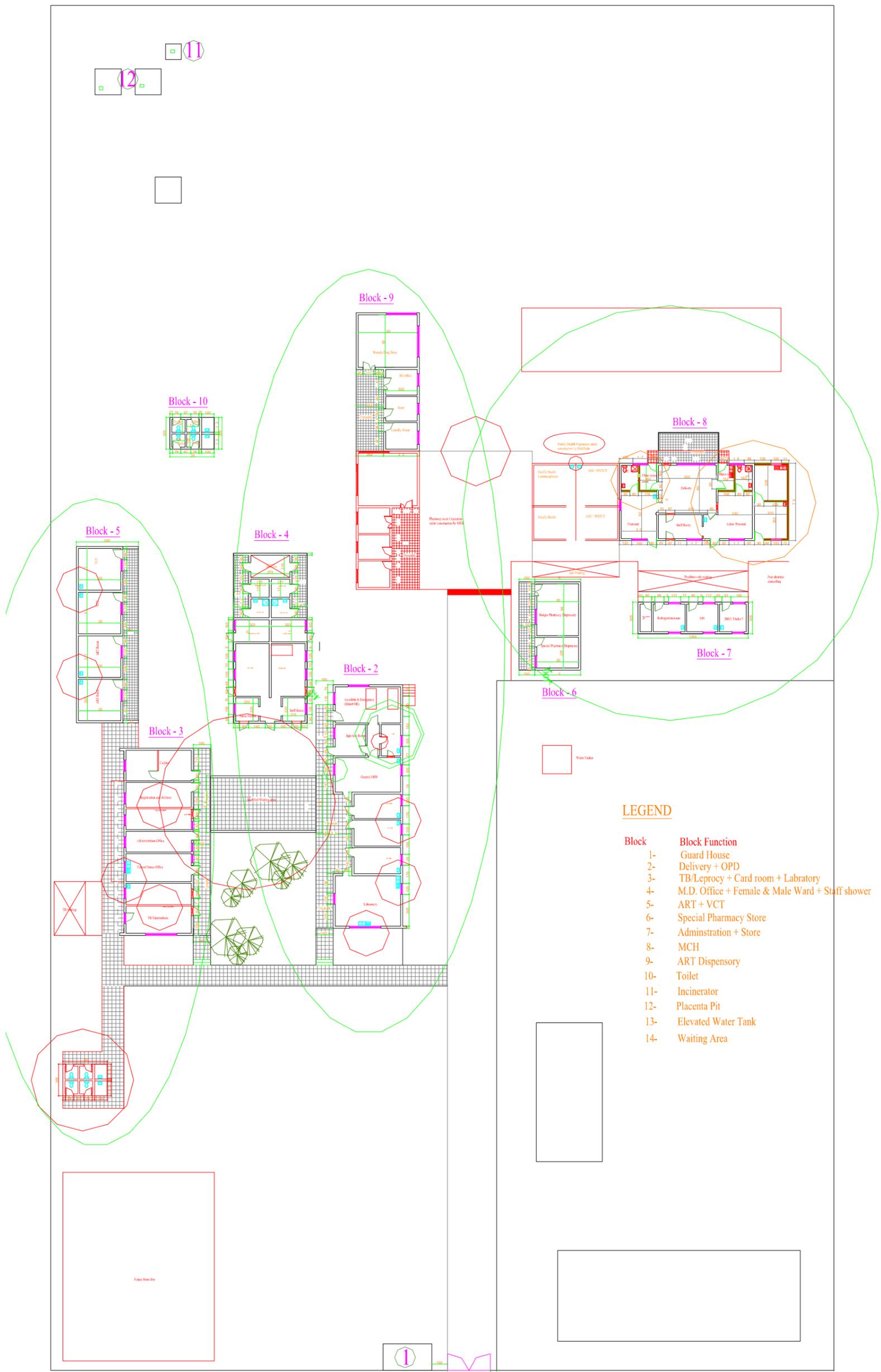
Essential Health Services Requirements (2008)		HSDP I Standard (1998)		HSDP III (Nucleus Type) Standard (2006)
<b>OUTPATIENT DEPARTMENT</b>		<b>OUTPATIENT DEPARTMENT</b>		<b>OUTPATIENT DEPARTMENT</b>
Registration (1)		Registration		Registration
Archive Records (1)		Fee Collection		Fee Collection
Fee Collection(1)		Examination		Examination
Duty Cashier (1)		Medical Supplies Store		Medical Supplies Store
Examination (2)		Treatment/Emergency/Dressing		Treatment/Emergency/Dressing
Medical Supplies Store		Pharmacy General/Budget		Laboratory
Treatment/Emergency/Dressing (1)		Pharmacy sub waiting		Waiting Area (Covered)
Duty Nurse (1)		Laboratory		OPD Dry Latrine (FM)
Injection (1)		Waiting Area (Covered)		
Pharmacy General/Budget (1)		OPD Dry Latrine (FM)		
Pharmacy sub waiting				
Special Pharmacy (1)				
Duty Pharmacist (1)				
Laboratory(1)				
Waiting Area (Covered) (1)				
OPD Dry Latrine (FM)				
<b>WARD</b>		<b>WARD</b>		<b>WARD</b>
Nurse Station (1)		Nurse Station		Nurse Station
Female and pediatric ward (1)		Female and pediatric ward		Female and pediatric ward
Male ward (1)		Male ward		Male ward
IPD latrine (2)		IPD latrine		IPD latrine
<b>Delivery</b>		<b>Delivery</b>		<b>Delivery</b>
Pre-Labor (36 wk examination)? (1)		Pre-Labor (36 wk examination)?		Pre-Labor (36 wk examination)?
Labor (with toilet and shower) (1)		Labor (with toilet and shower)		Labor (with toilet and shower)
Delivery (2 tables) (1)		Delivery (2 tables)		Delivery (2 tables)
Postnatal (with toilet) (1)		Sluice		Sluice
FP/Adolescent RH counseling (1)		Sterilization & clean store		Sterilization & clean store
Midwife Station(1)		Laundry		Laundry
Sluice (1)		Staff changing/rest room (M/F)		
Sterilization & clean store (1)				
Staff Toilet(1)				
Laundry				
Staff changing/rest room (M/F) (2)				
Waiting Area (covered) (1)				
<b>OR</b>		<b>OR</b>		<b>OR</b>
Scrub up (1)		Scrub up		
Minor surgery/MVA (1)		Minor surgery/MVA		
<b>MCH</b>		<b>MCH</b>		<b>MCH</b>
Antenatal/PMTCT (1)		MCH		VCT
Family Planning(1)				
Mothers' Support Group (1)				
EPI (1)				
IMCI and OIs (1)				
ART (infant and child) (1)				
Nutrition Feeding for infants (1)				
Waiting area (covered) (1)				
<b>HIV/AIDS AND OI</b>		<b>HIV/AIDS AND OI</b>		<b>HIV/AIDS AND OI</b>

CT (counseling & testing) (1)			
Laboratory (CT, PMTCT & TB) (1)			
ART dispensary & counseling (1)			
ART adherence (1)			
Pediatric ART Counseling (1)			
TB and other chronic diseases treatment (1)			
Waiting area (covered) (1)			
<b>ADMINISTRATION</b>		<b>ADMINISTRATION</b>	<b>ADMINISTRATION</b>
Health Officer (in-charge) (1)		Health Officer (in-charge)	
General Purpose/Meeting Room (1)		General Purpose/Meeting Room	
Public Health Team/ Multi purpose room (1)		Public Health Team/ Multi purpose room	
Purchaser (1)		Secretary	
Administrative Assistant (1)			
Finance(1)			
Secretary(1)			
Staff Toilet(2)			
<b>SUPPORT SERVICES</b>		<b>SUPPORT SERVICES</b>	<b>SUPPORT SERVICES</b>
Guard house(1)		Guard house	
OPD and IPD latrine(2)		OPD and IPD latrine	
Housekeeping(1)		Morgue	
Generator house(1)		Workshop	
Morgue(1)		Car Port	
Workshop(1)			
Car Port(1)			
Placenta Pit(1)			
Septic Tank(1)			
Incinerator(1)			
Cleaner			Cleaner
Dirty store			Dirty store
<b>GENERAL STORES</b>		<b>GENERAL STORES</b>	<b>GENERAL STORES</b>
Office - store manager(1)			
Stores (ART, OIs, malaria, general, special, medical equipment etc) (1)		Stores ( malaria, general, special, medical equipment etc)	
<b>Total Usable Area: 1018 m2</b>		<b>Total Usable Area: 536 m2</b>	<b>Total Usable Area: 306 m2</b>

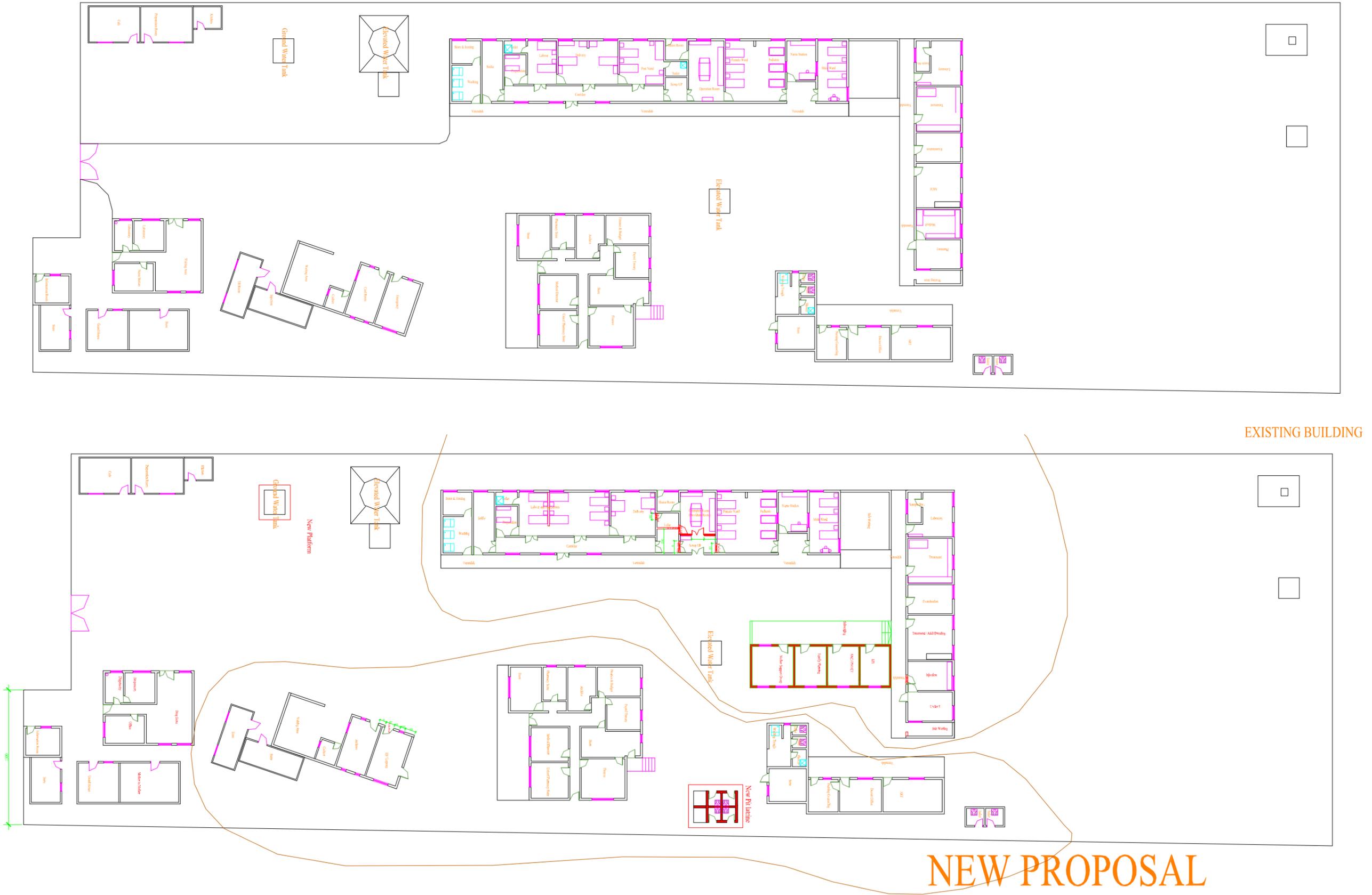
## 2.1 Sample Zoning (segregating Services) Solutions



**EXISTING LAYOUT**

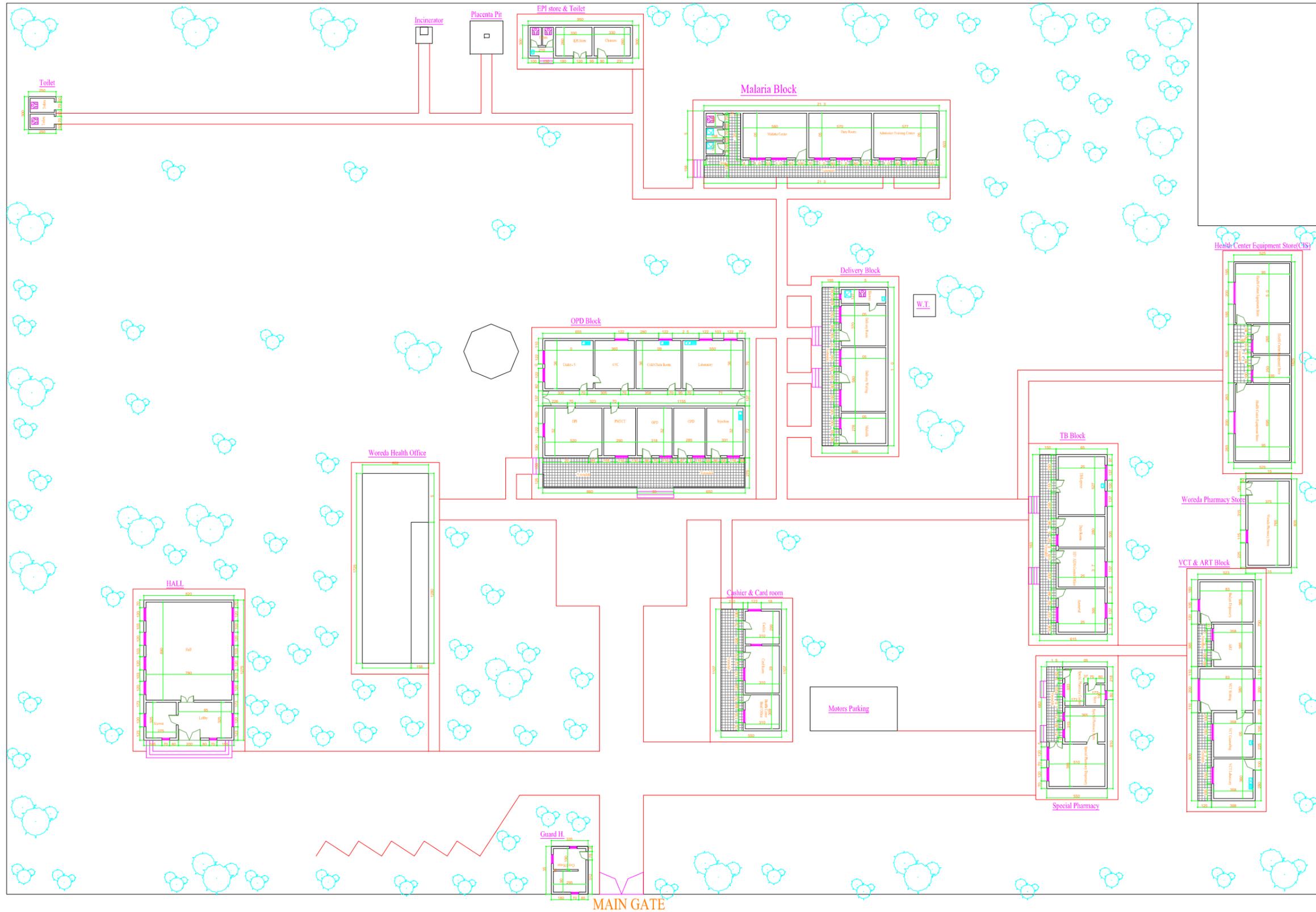


# PROPOSED LAYOUT

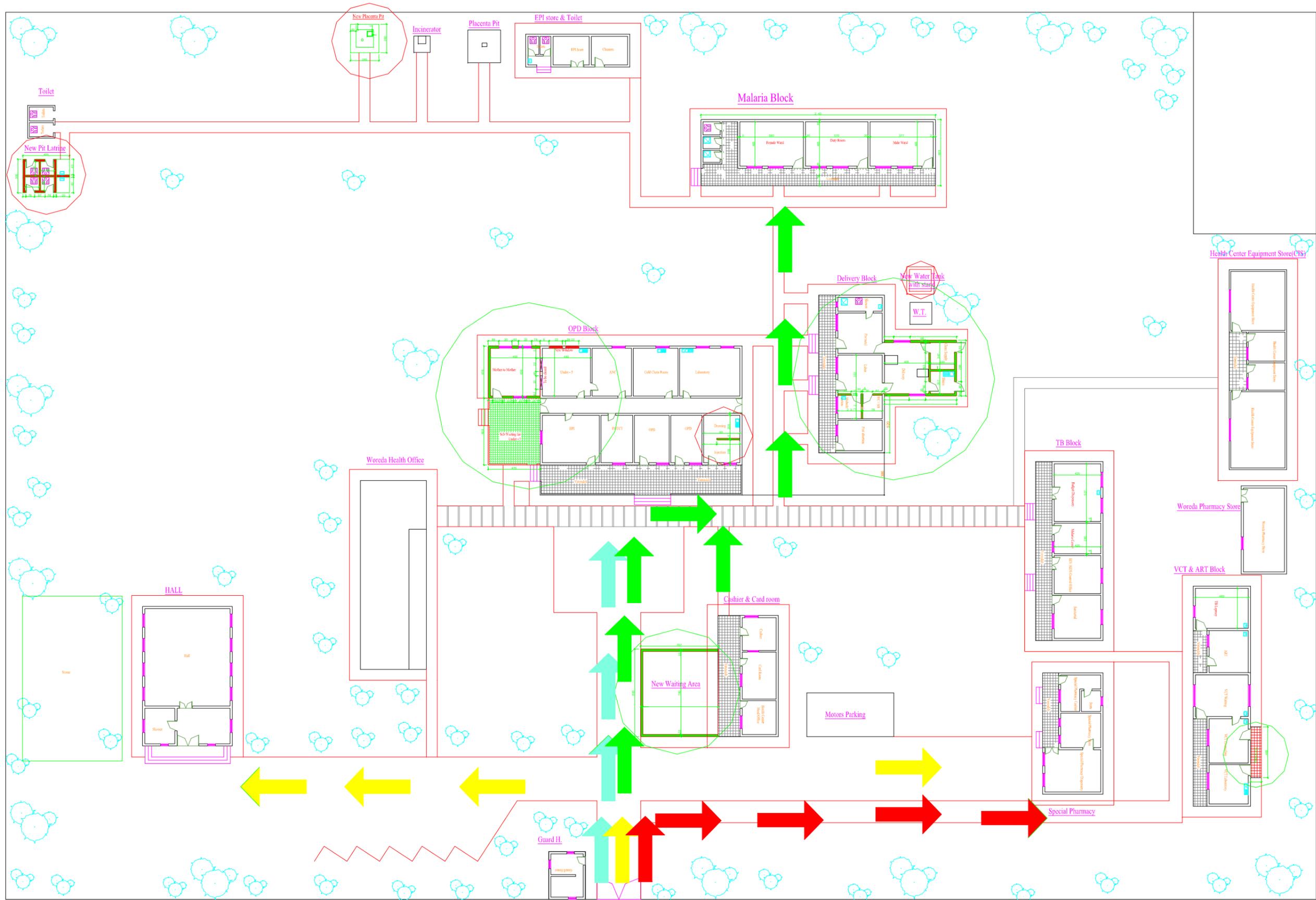


**2.2 Sample Clustering of Services Approach**

## 2.3 Sample Clinic Flow Solutions



Existing Layouts



Proposed Flow

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**HEALTH CENTER RENOVATION PROJECT**  
**AND**  
**XXXX REGIONAL HEALTH BUREAU**  
**FEDERAL GOVERNMENT OF ETHIOPIA**

This Memorandum of Understanding (hereinafter “MOU”) reflects the understanding that the Health Center Renovation Project (hereinafter “HCR Project”), with an office located at the Sevita Building, Addis Ababa, Ethiopia, and the XXXX Regional Health Bureau (hereinafter “RHB”), Federal Government of Ethiopia with offices located in XXXXX, Ethiopia, agree to establish a collaborative relationship. Together the HCR Project and the RHB (hereinafter “the Parties”):

**DESIRE** to pursue the renovation of up to XXXX previously agreed on health centers (hereinafter “HCs”) included in the 11 January 2007 PEPFAR priority health center (hereinafter HC) list;

**NAMELY**, the (list name of each HC), all of which are located in the XXXX Region of Ethiopia;

**MOREOVER**, the Parties have reached the following understanding:

**ARTICLE ONE: UNDERSTANDING BETWEEN PARTIES**

**Background and Rationale**

At present, Ethiopian hospitals are struggling to meet the republic’s needs to care for the increasing numbers of patients with HIV/AIDS and associated chronic diseases. To assist the government in its efforts to transfer prevention, treatment and care from hospitals to HCs, in September 2006, USAID/Ethiopia awarded Crown Agents a contract to coordinate HC renovation in the PEPFAR priority regions of Amhara, Oromia, SNNPR and Tigray and in Addis Ababa.

Key results expected of this two-year contract that specifically relate to this MOU include:

1. Provide technical assistance to the RHBs and Woredas in conducting engineering assessments of selected HCs of the 100 HCs in the PEPFAR priority regions
2. Provide direct support to renovate 50 selected HCs in the PEPFAR priority regions.

**Goal of Collaboration**

The goal of the collaboration between the Parties is to improve the physical condition and functioning at each of the XXXX (insert number) above mentioned HCs in order

make the prevention, treatment and care of patients with chronic diseases, including HIV/AIDS, safer and to provide a safer work environment for staff.

As the first step in this process, the HCR Project technical team in conjunction with the Health Officer In-Charge, or designated representative, conducted an engineering assessment of each health center at each of the above listed HCs with the full knowledge and cooperation of the RHB Head (insert name) or Deputy Head (insert name) and the RHB/Program and Planning Department (hereinafter “PPD”).

**Specific objectives** of the engineering assessments were to gain an overview of each selected health center from both a physical and use perspective and:

- To assess the physical condition of the HC buildings
- To determine if the utilities (water supply and electrical system) and sanitation system (waste water disposal, toilets/latrines and septic tanks) are functioning and adequate for the needs of the HC
- To assess if patient care is compromised by space limitations, inappropriate use of existing space and/or a combination of the two
- To ensure the availability of adequate space and facilities for provision of the minimum package of HIV/AIDS (VCT, PMTCT and ART) and associated chronic disease services

Then based on the observations, a set of recommendations, including detailed engineering drawings and cost estimates were developed and subsequently reviewed with the HO In-Charge at the site handover meeting with the construction works contractor. Of necessity, the recommendations focused on those essential renovations intended to improve basic functions (utilities, water supply, waste water disposal and sanitation), space utilization, and maintenance management of the health center.

### **Scope of Work**

**The HCR Project**, and its contractual agents, will:

- Provide technical assistance, supervision and funding to renovate the above listed HCs
- Ensure that the renovation works are completed in a timely manner barring natural disaster or other catastrophic events for which the HCR Project has no control (see **ARTICLE THREE: FORCE MAJEURE** for details)

Moreover, total expenditures to be provided by the HCR Project for (insert number) of health centers will not exceed XXXX Birr.

**Each health center** will:

- Provide in-kind contributions (e.g., benches, shelving and/or labor for moving furniture) as agreed on at the time the recommended health center renovations works are approved.
- Implement routine health center maintenance activities as per time set in the **Attachment**

The latter is most important, because without benefit of routine maintenance improvements to the water supply, waste water disposal, sanitation and electrical systems will be lost in short time (sink drains are again plugged and latrines overflowing).

#### **ARTICLE TWO: TERMS AND CONDITIONS**

Subject to the prevailing laws and regulations in Ethiopia:

- The RHB will facilitate access to the project sites of the HCR Project's Chief Engineer and Engineer and the contracted A&E Firm's professional staff in order to allow effective oversight and supervision of the works.
- The RHB also will facilitate access to the project sites by the Contractor, who has been selected by the HCR Project, and its employees, in order to allow the effective performance of the renovations works.
- The HCs will alter provision of services as required until the construction works are completed

Moreover, to the extent of its ability, the RHB will expedite the clearance and processing of resources intended for use in conducting the renovation works.

#### **ARTICLE THREE: FORCE MAJEURE**

Any delays in or failure of performance by either of the Parties shall not constitute default or give rise to any claim for damages if, and to the extent, it is caused by or results from acts of God, earthquake, fire, explosion, flood, the elements, strikes, boycotts, labor disturbances or differences with workmen, acts of the public enemy, war, rebellion, riots, or any cause whatsoever beyond the control of the Party in default, but performance hereunder shall be resumed with all dispatch as soon as the cause preventing performance has been removed.

#### **ARTICLE FOUR: PROPRIETARY INFORMATION**

In the event it may be necessary to provide access to information of a proprietary nature, such information will be clearly identified and labeled as such by the originating Party at the time of disclosure. Each Party agrees to hold proprietary information received confidential in the same manner as it holds its own proprietary information of like kind.

#### **ARTICLE FIVE: CONFLICT RESOLUTION**

Any disagreement in the interpretation of the provisions of this MOU shall be settled informally by consultation or negotiation between the Parties. This may include mediation, arbitration, or any other procedures upon which the Parties agree. Moreover, the Parties will agree to establish an appropriate mechanism for

consultation and coordination in order to facilitate the implementation of any provisions of this understanding that require joint action.

**ARTICLE SIX: INDEMNIFICATION**

Each Party for itself and its officers, directors, agents and employees agrees to indemnify and hold harmless the other Party and its officers, directors, agents and employees from and against any and all claims, losses, liens, liabilities, fines, penalties, and cause of action of all kinds however so caused, and costs thereof, including without limitation, damage, to or loss of property and injury, illness or death, arising out of or in any way connected with the performance or failure of performance of the HCR Project or the RHB under this MOU.

**ARTICLE SEVEN: INSTITUTIONAL CREDIT**

Any publications or presentations related to or resulting from this collaborative effort will have the names (and logos if required) of both organizations on the cover and introduction. In all publications and presentations, order of authorship will be determined by consensus among the authors and will be based on the amount and nature of each author's contribution.

**ARTICLE EIGHT: NOTICES**

Any notice given by either Party to this MOU shall be sufficient only if in writing and delivered to the duly authorized representative).

**ARTICLE NINE: MODIFICATION**

This MOU may be amended in writing, signed by a duly authorized officer or representative of each of the Parties hereto.

**ARTICLE TEN: TERMINATION**

Either Party may terminate this MOU for convenience at any time upon sixty (60) days notice of termination to the other Party. It is especially understood that in the case of termination, the Parties shall comply with the obligations in effect at the time of termination unless mutually agree upon in writing.

**ARTICLE ELEVEN: PERIOD OF UNDERSTANDING**

This MOU shall enter into force on the date of the signing of the first health center renovation works contract and shall remain in force until completion of the renovation works on the last agreed on health center, or for a period of one (1) year, but it may be extended by mutual consent between Parties. The termination of this MOU shall not

affect the finalization of those projects or activities, which shall be carried out under this MOU unless otherwise agreed by the Parties.

**ARTICLE TWELVE: ENTIRETY OF UNDERSTANDING**

This MOU contains the final and entire understanding between the parties, and all future projects and/or contracts shall be in a separate writing (or amendment) based on mutual understanding of the Parties, and neither they nor their agents shall be bound by any terms, conditions, statements, warranties, or representations, either oral or written, not herein contained.

**IN WITNESS THEREOF**, the duly authorized representatives of the Parties sign this MOU in the English language in two (2) originals of equal content and validity on the dates and places indicated below, and agree to abide by the terms and conditions stated in this MOU.

**For the Health Center  
Renovation Project**

**For the **XXXX**  
Regional Health Bureau**

Chief of Party

**XXXXXX**  
Head

\_\_\_\_\_  
(date)

\_\_\_\_\_  
(date)

**ATTACHMENT*****Health Center Maintenance Checklist*****DAILY (or after use)**

- \_\_\_\_\_ Sweep walks and pick up litter on ground daily to prevent dirt being tracked into buildings
- \_\_\_\_\_ Dust and put benches and chairs in place in waiting areas
- \_\_\_\_\_ Sweep corridors and common areas
- \_\_\_\_\_ Clean delivery, treatment and examination tables daily and after use
- \_\_\_\_\_ Clean and change beds in labor room and female and male wards after use with soap and disinfectant
- \_\_\_\_\_ Wash floor in labor and delivery, emergency care and sluice rooms daily with soap and disinfectant
- \_\_\_\_\_ Clean toilets, showers and latrines
- \_\_\_\_\_ Check that sharps disposal containers (needles and syringes) are not full; replace when  $\frac{3}{4}$  full

**WEEKLY (or as needed)**

- \_\_\_\_\_ Check water faucets for leaks and report if broken or damaged
- \_\_\_\_\_ Check sinks and drains and open if clogged (remove trap and clean)
- \_\_\_\_\_ Wash walls in labor and delivery room, emergency care and sluice rooms
- \_\_\_\_\_ Wash walls in toilets, showers and latrines

**MONTHLY**

- \_\_\_\_\_ Check water reservoir for leaks (tanks, pipes and connections)
- \_\_\_\_\_ If present, check water in holding tanks, that pump is working and cover is in place and locked
- \_\_\_\_\_ Check that cover on placenta pit is in place and locked
- \_\_\_\_\_ Check that pit latrine is not full (drop stone – time delay 1 second or longer)
- \_\_\_\_\_ Check incinerator and ash pit and clean debris around area
- \_\_\_\_\_ Check and replace dead/broken bulbs, electric socket outlets and switches
- \_\_\_\_\_ Wash floors and walls in male and female wards, corridors and public areas

**SEMI-ANNUALLY**

- \_\_\_\_\_ Check incinerator for damage and repair
- \_\_\_\_\_ Check manholes for functioning, especially for kitchen and sluice rooms
- \_\_\_\_\_ Check roof for leakage and put glue or putty on possible holes
- \_\_\_\_\_ Check doors, hinges and locks – repair or oil as needed
- \_\_\_\_\_ Check windows and replace broken glass as needed
- \_\_\_\_\_ Clean gutters and down pipes; tighten any loose connections
- \_\_\_\_\_ Check electrical system for shorts (whole HC)

**YEARLY (or as needed)**

- \_\_\_\_\_ Check storm water drainage and remove debris blocking system
- \_\_\_\_\_ Check that septic tanks not blocked
- \_\_\_\_\_ Check metal surfaces, especially in wet areas, and paint (every other year)
- \_\_\_\_\_ Check common areas and corridors and paint every other year

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**HEALTH CENTER RENOVATION PROJECT**  
**AND**  
**XXXX HEALTH CENTER**  
**XXXX REGIONAL HEALTH BUREAU**  
**FEDERAL GOVERNMENT OF ETHIOPIA**

This Memorandum of Understanding (hereinafter “MOU”) reflects the understanding that the Health Center Renovation Project (hereinafter “HCR Project”), with an office located at the Sevita Building, Addis Ababa, Ethiopia, and the XXXX (hereinafter “XXXX HC”), located in XXXX Region, agree to establish a collaborative relationship.

**TOGETHER** the HCR Project and XXXX HC (hereinafter “the Parties”) have reached the following understanding:

**ARTICLE ONE: UNDERSTANDING BETWEEN PARTIES**

**Goal of Collaboration**

The goal of the collaboration between the Parties is to improve the physical condition and functioning at the XXXX HC in order make the prevention, treatment and care of patients with chronic diseases, including HIV/AIDS, safer and to provide a safer work environment for staff.

As the first step in this process, the HCR Project technical team in conjunction with the Health Officer In-Charge, or designated representative, conducted an engineering assessment of each health center.

**Specific objectives** of the engineering assessments were to gain an overview of each selected health center from both a physical and use perspective and:

- To assess the physical condition of the HC buildings
- To determine if the utilities (water supply and electrical system) and sanitation system (waste water disposal, toilets/latrines and septic tanks) are functioning and adequate for the needs of the HC
- To assess if patient care is compromised by space limitations, inappropriate use of existing space and/or a combination of the two
- To ensure the availability of adequate space and facilities for provision of the minimum package of HIV/AIDS (VCT, PMTCT and ART) and associated chronic disease services

Then based on the observations, a set of recommendations, including detailed engineering drawings and cost estimates were developed and will be reviewed by the HO In-Charge at the site handover meeting with the renovation works contractor. Of necessity, the recommendations focused on those essential renovations intended to improve basic functions (utilities, water supply, waste water disposal and sanitation), space utilization, and maintenance management of the health center.

**Scope of Work**

The HCR Project, and its contractual agents, will:

- Provide technical assistance, supervision and funding to renovate the XXXX HC based on the agreed upon and approved set of recommendations (see above, **Specific Objectives**)
- Ensure that the renovation works are completed in a timely manner barring natural disaster or other catastrophic events for which the HCR Project has no control (see **ARTICLE THREE: FORCE MAJEURE** for details)

Moreover, total expenditures to be provided by the HCR Project will not exceed XXXX Birr.

XXXX HC will:

- Provide in-kind contributions (e.g., benches, shelving and/or labor for moving furniture) as agreed on at the time the recommended health center renovations works are approved
- Implement routine health center maintenance activities as per time set in the **Attachment**

The latter is most important, because without benefit of routine maintenance improvements to the water supply, waste water disposal, sanitation and electrical systems will be lost in short time (sink drains are again plugged and latrines overflowing).

**ARTICLE TWO: TERMS AND CONDITIONS**

Subject to the prevailing laws and regulations in Ethiopia:

- The XXXX HC will facilitate access to the project sites of the HCR Project's Chief Engineer and Engineer and the contracted A&E Firm's professional staff in order to allow effective oversight and supervision of the works.
- The XXXX HC also will facilitate access to the project sites by the Contractor, who has been selected by the HCR Project, and its employees, in order to allow the effective performance of the renovations works.
- The XXXX HC will alter provision of services as required until the construction works are completed

Moreover, to the extent of its ability, the XXXX HC will expedite the clearance and processing of resources intended for use in conducting the renovation works.

**ARTICLE THREE: FORCE MAJEURE**

Any delays in or failure of performance by either of the Parties shall not constitute default or give rise to any claim for damages if, and to the extent, it is caused by or results from acts of God, earthquake, fire, explosion, flood, the elements, strikes, boycotts, labor disturbances or differences with workmen, acts of the public enemy, war, rebellion, riots, or any cause whatsoever beyond the control of the Party in default, but performance hereunder shall be resumed with all dispatch as soon as the cause preventing performance has been removed.

**IN WITNESS THEREOF**, the duly authorized representatives of the Parties sign this MOU in the English language in two (2) originals of equal content and validity on the dates and places indicated below, and agree to abide by the terms and conditions stated in this MOU.

**For the Health Center  
Renovation Project**

**For the XXXX HC**

**For the Woreda**

Chief of Party

Health Officer In-Charge

Woreda Head

\_\_\_\_\_  
(date)

\_\_\_\_\_  
(date)

\_\_\_\_\_  
(date)

Cc: XXXX Regional Health Bureau

**ATTACHMENT*****Health Center Maintenance Checklist*****DAILY (or after use)**

- \_\_\_\_\_ Sweep walks and pick up litter on ground daily to prevent dirt being tracked into buildings
- \_\_\_\_\_ Dust and put benches and chairs in place in waiting areas
- \_\_\_\_\_ Sweep corridors and common areas
- \_\_\_\_\_ Clean delivery, treatment and examination tables daily and after use
- \_\_\_\_\_ Clean and change beds in labor room and female and male wards after use with soap and disinfectant
- \_\_\_\_\_ Wash floor in labor and delivery, emergency care and sluice rooms daily with soap and disinfectant
- \_\_\_\_\_ Clean toilets, showers and latrines
- \_\_\_\_\_ Check that sharps disposal containers (needles and syringes) are not full; replace when  $\frac{3}{4}$  full

**WEEKLY (or as needed)**

- \_\_\_\_\_ Check water faucets for leaks and report if broken or damaged
- \_\_\_\_\_ Check sinks and drains and open if clogged (remove trap and clean)
- \_\_\_\_\_ Wash walls in labor and delivery room, emergency care and sluice rooms
- \_\_\_\_\_ Wash walls in toilets, showers and latrines

**MONTHLY**

- \_\_\_\_\_ Check water reservoir for leaks (tanks, pipes and connections)
- \_\_\_\_\_ If present, check water in holding tanks, that pump is working and cover is in place and locked
- \_\_\_\_\_ Check that cover on placenta pit is in place and locked
- \_\_\_\_\_ Check that pit latrine is not full (drop stone – time delay 1 second or longer)
- \_\_\_\_\_ Check incinerator and ash pit and clean debris around area
- \_\_\_\_\_ Check and replace dead/broken bulbs, electric socket outlets and switches
- \_\_\_\_\_ Wash floors and walls in male and female wards, corridors and public areas

**SEMI-ANNUALLY**

- \_\_\_\_\_ Check incinerator for damage and repair
- \_\_\_\_\_ Check manholes for functioning, especially for kitchen and sluice rooms
- \_\_\_\_\_ Check roof for leakage and put glue or putty on possible holes
- \_\_\_\_\_ Check doors, hinges and locks – repair or oil as needed
- \_\_\_\_\_ Check windows and replace broken glass as needed
- \_\_\_\_\_ Clean gutters and down pipes; tighten any loose connections
- \_\_\_\_\_ Check electrical system for shorts (whole HC)

**YEARLY (or as needed)**

- \_\_\_\_\_ Check storm water drainage and remove debris blocking system
- \_\_\_\_\_ Check that septic tanks not blocked
- \_\_\_\_\_ Check metal surfaces, especially in wet areas, and paint (every other year)
- \_\_\_\_\_ Check common areas and corridors and paint every other year

**SITE HAND OVER FOR CONSTRUCTION CERTIFICATE**

*This \_\_\_ date of **April** 2007 the work for the renovation of **Shashemene Health Center ( Package Four)** has been officially handed over to the contractor:-*

*Mr/Ato\_\_\_\_\_*

*The contractor, therefore, acknowledges the taking over of the site and immediately the work with all its explanation clearly defined in the specification and drawings (sketches).*

*The contractor, hereinafter, shall be responsible for the damaged that occurs as a result of his fault, carelessness of negligence in connection with untimely commencement of the work.*

*The contractor, in addition, acknowledges the completion of the said work shall count as from the date mentioned above and comply with the terms and conditions of the Contract to the specification of the Client.*

**IN WITNESS HERE OF THIS DOCUMENT HAD BEEN SIGNED BY ALL PRESENCE IN SIX COPIES OF WHICH THE CLIENT HAS THREE, THE SUPERVISOR ONE, THE CONTRACTOR TWO.**

\_\_\_\_\_  
**FOR THE CLIENT (EMPLOYER)**

\_\_\_\_\_  
**THE CONTRACTOR**

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_
- 4. \_\_\_\_\_
- 5. \_\_\_\_\_

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_



1 CURRENT STAGE OF CONSTRUCTION AS PER THE SCHEDULE

Please Note that this would be applied for each summary of works and used as applicable

DESCRIPTION	PLANNED & EXECUTED AS % OF THE TOTAL VALUE OF WORK					Remark
	Main Contract (A)	Planned to Date (B)	Executed to Date (C)	Percentage		
				(B)/(A)	(C)/(A)	
<b>A. SUB- STRUCTURE</b>						
Excavator & Earth Work						
Concrete Work						
Masonry Work						
<b>B. SUPER- STRUCTURE</b>						
Concrete Work						
Block Work						
Roofing						
Carpentry & Joinery						
Steel Structure						
Metal Work						
Finishing						
Glazing						
Painting						
Electrical Installation						
Sanitary Installation						
Site Work						
Modification Work						
Others (demolishing)						
<b>TOTAL</b>						

REMARKS: A. WORK COMPLETE:-

B. WORKS UNDER CONSTRUCTION:-

**2 DIFFICULTIES ENCOUNTERED DURING THE PERIOD UNDER REVIEWS**

MAJOR DIFFICULT TIES BY TYPE	YES/NO
MATERIAL SHORTAGE	
EQUIPMENT SHORTAGE	
CASH SHORTAGE	
MAN POWER SHORTAGE	
WEATHER CONDITIONS	
EMPLOYER INTERFERENCE	
OTHERS	

**REMARKS:-** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**3 EVALUATION ( MARK :- POOR FAIR, GOOD, EXCELLENT)**

- A QUALITY OF WORKS: \_\_\_\_\_
- B QUALITY OF MATERIALS: \_\_\_\_\_
- C PERFORMANCE: ( AS PER THE SCHEDULE) \_\_\_\_\_

PROGRESS: \_\_\_\_\_  
 DELIVERY OF MATERIAL \_\_\_\_\_  
 MOBILIZATION OF MANPOWER \_\_\_\_\_  
 EQUIPMENT AVAILABILITY : \_\_\_\_\_

**REMARKS:-** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**4 VARIATION APPROVED (STATE TYPE OF AMOUNT)**

---

---

---

**5 PROGRESS EVALUATION:-**

A) MEETING CONDUCTED ON:- \_\_\_\_\_

B) POINT RAISED AND ACTION TAKEN : (In short) \_\_\_\_\_

---

---

---

ANY OTHER REMARKS AND ACTION TO BE TAKEN:

---

---

---

---

---

---

\_\_\_\_\_  
A & E's SUPERVISOR

\_\_\_\_\_  
A & E FIRM

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

**CERTIFICATE OF PAYMENT** No. \_\_\_\_\_

PROJECT \_\_\_\_\_  
 PROJECT \_\_\_\_\_  
 EMPLOYER \_\_\_\_\_  
 LOCATION \_\_\_\_\_  
 CONTRACTOR \_\_\_\_\_  
 CONSULTANT \_\_\_\_\_

	Date	AMOUNT (BIRR)
Contract Amount	_____	_____
Supplementary contract	_____	_____
Variation Order I	_____	_____
Variation Order II	_____	_____
Variation Order III	_____	_____
<b>Total Sum</b>		

As per the attached statement the value of work executed and/or material supplied to date is: \_\_\_\_\_

<b>AMOUNT (BIRR)</b>

Pay. No	Payment Amount
ADV	
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	
<b>TOTAL</b>	

**DEDUCTIONS**

1. Previous Payment

2. Rebate

3. Retention 5%

4. Advance Repayment \_\_\_%

5. Others

**TOTAL**

AMOUNT (BIRR)	
	Net sum due to the contractor
	Material on site
	Total net sum due to the contractor

We certify that the contractor is entitled to the sum of Birr.

ADDIS ABABA \_\_\_\_\_

Contractor

Certified

Approved

*Crown Agents-USA : HCR Project-Ethiopia*

**SUMMARY OF STATEMENT**

Project :- \_\_\_\_\_  
 Location :- \_\_\_\_\_  
 Contractor :- \_\_\_\_\_

Page No. \_\_\_\_\_  
 Contract No. \_\_\_\_\_

**Details of works executed and/or materials supplied**

Item No	Description	Sub total (Birr)	
		Contract	Executed
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
<b>TOTAL (1-____)</b>			

I/We \_\_\_\_\_ hereby certify that the above figures are correct and that the total value of work executed and/or material supplied to date is

\_\_\_\_\_  
 Contractor

\_\_\_\_\_  
 Consultant

*Crown Agents-USA: HCR Project-Ethiopia*

**SUMMARY OF STATEMENT**

Page No. \_\_\_\_\_

Contract No. \_\_\_\_\_

Project :- \_\_\_\_\_

Location :- \_\_\_\_\_

Contractor :- \_\_\_\_\_

**Details of works executed and/or materials supplied**

Item No	Description	Sub total (Birr)		Total (Birr)	
		Contract	Executed	Contract	Executed
	<b>LOCATION</b>				
	<b>A. SUB-STRUCTURE</b>				
1	Excavation and Earthwork				
2	Concrete works				
3	Masonry works				
	Total A -----				
	<b>B. SUPER-STRUCTURE</b>				
1	Concrete works				
2	Masonry works				
3	Roofing				
4	Carpentry & Joinery				
5	Metal work				
6	Finishing				
7	Glazing				
8	Painting				
9	Sanitary Installation				
10	Electrical Installation				
	Total B -----		Birr		
	Total A+B -----		Birr		

I/We \_\_\_\_\_ hereby certify that the above figures are correct and that the total value of work executed and/or material supplied to date is Birr

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Consultant

\_\_\_\_\_  
Supervisor/Inspector



Contract No _____		Statement No _____				
Item	Description	Unit	Quantity		Unit Rate	Total
			Cont.	Execu.		
	<b>NAME OF BUILDING</b>					
	<b>A. SUB STRUCTURE</b>					
	<b>1. EXCAVATION AND EARTH WORK</b>					
	<b><u>I. DEMOLISHING WORK</u></b>					
1.1	Chisel and cart away damaged tile	m <sup>2</sup>				
1.2	Chisel and cartaway carefully the existing cement screed	m <sup>2</sup>				
1.3	Dismatle carefully existing wooden panel partition wall and hand over to the client	m <sup>2</sup>				
1.4	Dismatle carefully existing wooden door and put aside for reuse					
	a) D1, size,	No				
	b) D2, size,	No				
1.5	Demolish and cartaway existing brick /HCB wall	m <sup>2</sup>				
1.6	Demolish and cartaway existing concret beams, columnnes and slabs	m <sup>3</sup>				
1.7	Dismantle carefully the existing sanitary fixture and handover to the					
1.8	Water closet	No				
1.9	Hand wash basin	No				
1.10	Soap holder	No				
1.11	Paper holder	No				
1.12	Glass mirror	No				
1.13	Floor drain	No				
1.14	Towel hanger	No				
	Maintain properly branching drainage (sewerage) pipe work by					
	a) Diameter 50mm	ml				
	b) Diameter 110mm	ml				
	<b>Water Tank</b>					
1.15	Carefully dismantle the existing steel water tank from the piping work					
	a) Size, 1000x1000x1000mm (1m3)	No				
	b) Size,	No				
	<b>Pipe</b>					
	Dismantle the existing galvanize steel pipe					
	a) Diameter 15mm	ml				
	b) Diameter 20mm	ml				
	Dismantle the existing down pipe	kg				
	a) Diameter 50mm	ml				
	b) Diameter 110mm	ml				
	Dismantle the existing cement pipe					
	a) Diameter 150mm	ml				
	b) Diameter 200mm	ml				
	<b>Total Carried to Summary</b>					
	<b><u>2. CONCRETE WORK</u></b>					
2.1	5 cm lean concrete					
	a) Stone Masonry.	m <sup>2</sup>				
2.2	Class C-25 Reinforced Concrete					
	a) Retaining wall seats.	m <sup>3</sup>				
	b) Grade beams.	m <sup>3</sup>				
	b) Ground floor slab	m <sup>2</sup>				
2.3	Sawn zigba wood or steel formwork					
	a) To Grade beams.	m <sup>2</sup>				
2.4	Steel reinforcement					
	a) ø 6 mm plain bar	kg				
	b) ø 8 mm deformed bar	kg				
	c) ø 12mm deformed bar	kg				
	d) ø 14mm deformed bar	kg				
	<b>Total Carried to Summary</b>					
	<b><u>3. MASONRY WORK</u></b>					
3.1	50cm thick stone masonry BNL	m <sup>3</sup>				
3.2	Ditto as 3.1 but ANGL	m <sup>3</sup>				
	<b>Total Carried to Summary</b>					

Contract No. _____		Statement No. _____		Quantity		Unit Rate	Total
Item	Description	Unit	Cont.	Execu.			
<b><u>B-SUPER STRUCTURE</u></b>							
<b><u>1. CONCRETE WORK</u></b>							
1.1	Class C-25 Reinforced Concrete						
	a) In elevation columns	m <sup>3</sup>					
	b) In intermediate floor beams and in roof beams .	m <sup>3</sup>					
1.2	Sawn zigba wood or steel formwork						
	a) In elevation columns	m <sup>2</sup>					
	b) In intermediate floor beams and in roof beams .	m <sup>2</sup>					
1.3	Steel reinforcement						
	a) $\phi$ 6 mm plain bar	kg					
	b) $\phi$ 8 mm deformed bar	kg					
	c) $\phi$ 10 mm deformed bar	kg					
	d) $\phi$ 12mm deformed bar	kg					
	e) $\phi$ 14mm deformed bar	kg					
<b><u>2. BLOCK WORK</u></b>							
2.1	20cm. thick HCB wall	m <sup>2</sup>					
2.1	15cm. thick HCB wall	m <sup>2</sup>					
<b>Total Carried to Summary</b>							
<b><u>3. ROOF WORK</u></b>							
3.1							
3.2	G-30 corrugated galvanized iron sheet	m <sup>2</sup>					
3.3	G - 28 metal sheet gutter with DL= 50cm.	ml					
3.4	G - 28 sheet metal down pipe with DL = 33cm	ml					
3.5	Gable cladding in G-28	m <sup>2</sup>					
	Zigba fascia board.	ml					
<b>Total Carried to Summary</b>							
<b><u>4. METAL WORK</u></b>							
4.1	Doors and Windows made of 28 mm LTZ profile.						
<b>DOORS:</b>							
	a) D1, size,	m <sup>2</sup>					
	b) D2, size,	m <sup>2</sup>					
<b>WINDOW</b>							
	a) WD1, size,	m <sup>2</sup>					
	b) WD2, size,	m <sup>2</sup>					
5.1	<b>Total Carried to Summary</b>						
	Internal wooden door 40mm thick						
	a) D1, size,	m <sup>2</sup>					
	b) D2, size,						
<b>Total Carried to Summary</b>							
<b><u>6. PLASTERING &amp; OTHER FLOOR, WALL &amp; CEILING</u></b>							
6.1	3 coats of plastering to internal wall surfaces.	m <sup>2</sup>					
6.2	3 coats of plastering to external wall surfaces.	m <sup>2</sup>					
6.3	Pointing to HCB wall surfaces.	m <sup>2</sup>					
6.4	38mm thick cement screed	m <sup>2</sup>					
6.5	2mm thick PVC tiles flooring	m <sup>2</sup>					
6.6	Terrazzo tiles flooring	ml					
6.7	PVC skirting	ml					
6.8	Terrazzo tiles skirting	ml					
6.9	8mm thick chipwood ceiling	m <sup>2</sup>					
6.8	50 cm wide stone pavement	ml					

Contract No \_\_\_\_\_ Statement No \_\_\_\_\_

Item	Description	Unit	Quantity		Unit Rate	Total
			Cont.	Execu.		
	<b>Total Carried to Summary</b>					
	<b><u>7. GLAZING</u></b>					
7.1		m <sup>2</sup>				
7.2	4mm thick clear glass	m <sup>2</sup>				
	4mm thick frozen glass					
	<b>Total Carried to Summary</b>					
	<b><u>8. PAINTING</u></b>					
8.1	3 coats of plastic emulsion paint to internal wall	m <sup>2</sup>				
8.2	3 coats of plastic emulsion paint to internal wall	m <sup>2</sup>				
8.3	3 coats of plastic emulsion paint to chipwood ceiling	m <sup>2</sup>				
8.4	3 coats of plastic emulsion paint to beam sides and columns.	m <sup>2</sup>				
8.5	Ditto but to chipwood ceiling surface.	m <sup>2</sup>				
8.6	3 coats of type synthetic paint to ribbed sheet eave.	m <sup>2</sup>				
8.7	3 coats of type synthetic paint to gutter down pipe and flashing.	m <sup>2</sup>				
	<b>Total Carried to Summary</b>					
	<b><u>9. ELECTRICAL INSTALLATION</u></b>					
	<b><u>LIGHT POINTS AND SWITCHES</u></b>					
9.1	Flush mounted light points					
	A) Surface mounted light point	No				
	B) Flush mounted light points	No				
	C) Single switch, surface mounted	No				
9.3	D) Two gang single switch, surface mounted	No				
9.4	TMS 2x36Watt	No				
	TMS 1x36Watt	No				
	<b>Total Carried to Summary</b>					
	<b><u>SOCKET OUTLET WITH EARTH CONTACT</u></b>					
9.5	Socket outlets of 10A/1ph, surface point	No				
9.6	Socket outlets of 16A/1ph, surface point	No				

Contract No \_\_\_\_\_ Statement No \_\_\_\_\_

Item	Description	Unit	Quantity		Unit Rate	Total
			Cont.	Execu.		
<b>10. SANITARY INSTALLATION</b>						
<b>A. WATER SUPPLY PIPE LINE AND VALVES</b>						
10.1	Galvanized steel pipe					
	a) Diameter 15mm	ml				
	b) Diameter 20mm	ml				
10.2	Gate valves					
	a) Diameter 15mm	No				
	b) Diameter 20mm	No				
<b>B. SANITARY FIXTURES</b>						
10.3	Hand wash basin	No				
10.4	Size 500x400mm	No				
10.5	Water closet	No				
10.6	Towel hanger	No				
10.7	Soap holder	No				
10.8	Paper holder	No				
10.9	Glass mirror	No				
10.10	Floor drain	No				
10.11	Stainless steel kitchen sink					
	a) Single bowel	No				
	b) Double bowel	No				
10.12	Water heater					
	a) 50 liters capacity	No				
10.13	Shower tray					
	Size 700x700mm	No				
<b>C. WASTE WATER DISPOSAL SYSTEM</b>						
10.14	PVC hard plastic pipes					
	a) Diameter 50mm	ml				
	b) Diameter 110mm	ml				
10.15	Vent caps made of PVC					
	a) Diameter 50mm	ml				
10.16	Concrete waste water pipe					
	a) Diameter 150mm	ml				
	Manholes	No				
<b>Total Carried to Summary</b>						

**Health Center Renovation Project**  
**Contract Payment Follow-up Sheet**

Package No	Orginal Value (OV)	VO No.	Varations Amount	SA No.	Supplementary Agreement	Revised Contract Value	Payment No.	Payment Amount	Actual Pmt	Date to Finance	Pmt Date	Total Pmt to Date	Remarks
1	549,426.04	1	20,624.13	1			1 (In. Pmt=20%)	109,885.21	217,288.37	15-Apr-07	11-Jun-07	217,288.37	1 <sup>st</sup> pmt not made as per the pmt schedule
		2		2 (Se. Pmt=45%)			247,241.72	139,838.56	23-Jul-07	20-Aug-07	139,838.56		
		3		3 (F Pmt=30%)			184,420.74				0.00		
		4		4 (Ret. Pmt=5%)			28,502.51				0.00		
Total			20,624.13			570,050.17	570,050.17				357,126.93		
2	474,803.35	1		1			1 (In. Pmt=20%)	94,960.67	94,962.68	18-Apr-07	27-Apr-07	94,962.68	
		2		2 (Se. Pmt=45%)			213,661.51	213,661.51	16-Jul-07	23-Jul-07	213,661.51		
		3		3 (F Pmt=30%)			142,441.01				0.00		
		4		4 (Ret. Pmt=5%)			23,740.17				0.00		
Total			-			474,803.35	474,803.35				308,624.19		
3	542,232.70	1	24,445.44	1	40,000.00		1 (In. Pmt=20%)	108,446.54	108,446.54	11-Jul-07	1-Jun-07	108,446.54	The 40,000.00 Birr is matching fund obtained from Kazanchis HC
		2		2 (Se. Pmt=45%)			244,004.72	244,004.72	23-Jul-07		244,004.72		
		3		3 (F Pmt=30%)			223,892.98					0.00	
		4		4 (Ret. Pmt=5%)			30,333.91					0.00	
Total			24,445.44		40,000.00	606,678.14	606,678.14				352,451.26		
4	498,352.15	1		1			1 (In. Pmt=20%)	99,670.43	99,949.41	26-Apr-07	6-May-07	99,949.41	
		2		2 (Se. Pmt=45%)			224,258.47	224,258.47	28-Jun-07	9-Jul-07	224,258.47		
		3		3 (F Pmt=30%)			149,505.65				0.00		
		4		4 (Ret. Pmt=5%)			24,917.61				0.00		
Total			-			498,352.15	498,352.15				324,207.88		
5	494,155.50	1		1			1 (In. Pmt=20%)	98,831.10	98,831.10	17-Aug-07	20-Aug-07	98,831.10	
		2		2 (Se. Pmt=45%)			222,369.98	222,369.98	27-Aug-07	3-Sep-07	222,369.98		
		3		3 (F Pmt=30%)			148,246.65				0.00		
		4		4 (Ret. Pmt=5%)			24,707.78				0.00		
Total			-			494,155.50	494,155.50				321,201.08		
6	566,230.97	1	5,737.86	1			1 (In. Pmt=20%)	113,246.19	113,246.17	21-Jun-07	6-Jul-07	113,246.17	
		2		2 (Se. Pmt=45%)			254,803.94	254,803.94			254,803.94		
		3		3 (F Pmt=30%)			175,320.26				0.00		
		4		4 (Ret. Pmt=5%)			28,598.44				0.00		
Total			5,737.86			571,968.83	571,968.83				368,050.11		

*Health Center Renovation Project  
Contract Payment Follow-up Sheet*

Package No	Original Value (OV)	VO No.	Varations Amount	SA No.	Supplementary Agreement	Revised Contract Value	Payment No.	Payment Amount	Actual Pmt	Date to Finance	Pmt Date	Total Pmt to Date	Remarks
7	509,706.10	1		1			1 (In. Pmt=20%)	101,941.22	101,941.32	15-Jun-07	22-Jun-07	101,941.32	
		2		2 (Se. Pmt=45%)			229,367.75	229,367.75	30-Jul-07	3-Aug-07	229,367.75		
		3		3 (F Pmt=30%)			152,911.83				0.00		
		4		4 (Ret. Pmt=5%)			25,485.31				0.00		
Total			-			<b>509,706.10</b>	<b>509,706.10</b>				<b>331,309.07</b>		
8	593,416.26	1		1			1 (In. Pmt=20%)	118,683.25	118,683.25	9-Jul-07	23-Jul-07	118,683.25	
		2		2 (Se. Pmt=45%)			267,037.32				0.00		
		3		3 (F Pmt=30%)			178,024.88				0.00		
		4		4 (Ret. Pmt=5%)			29,670.81				0.00		
Total			-			<b>593,416.26</b>	<b>593,416.26</b>				<b>118,683.25</b>		
<b>Total</b>	<b>4,228,323.07</b>		<b>50,807.43</b>		<b>40,000.00</b>	<b>4,319,130.50</b>						<b>2,481,653.75</b>	

Total Excluding Matching Fund 4,279,130.50 Birr

Total Budget Amount 4,307,351.06 Birr

**PROVISIONAL ACCEPTANCE CERTIFICATE**

PROJECT: \_\_\_\_\_

LOCATION: \_\_\_\_\_

CONTRACT: \_\_\_\_\_

CONTRACTS	No.	DATE	AMOUNT/ETB
A. MAIN CONTRACT	_____	_____	_____
B. SUPPLEMENTARY CONTRACT	_____	_____	_____
C. VARIATION ORDER 1	_____	_____	_____
D. VARIATION ORDER 2	_____	_____	_____
E. VARIATION ORDER 3	_____	_____	_____

*This \_\_\_\_\_ day of \_\_\_\_\_-200-- by the order of the \_\_\_\_\_  
and after due notification to all concerned parties, we the undersigned*

- 1. \_\_\_\_\_ representing \_\_\_\_\_.
- 2. \_\_\_\_\_ representing \_\_\_\_\_.
- 3. \_\_\_\_\_ representing \_\_\_\_\_.
- 4. \_\_\_\_\_ representing \_\_\_\_\_.
- 5. \_\_\_\_\_ representing \_\_\_\_\_.

*have examined*

*a. Contracts, drawings and specifications*

*b. \_\_\_\_\_*

*c. \_\_\_\_\_*

and have proceed, with the ascertainment of the completion and provisional acceptance of the captioned project on the bases of the following information

- A. Date which the Contractor took possession of site \_\_\_\_\_
- B. Agreed length of completion time \_\_\_\_\_ calendar days (Working days)
- C. Commencement date \_\_\_\_\_
- D. Completion date according to contract \_\_\_\_\_
- E. Actual completion date \_\_\_\_\_
- F. Total number of delay \_\_\_\_\_
- G. Number of unjustified days of delay \_\_\_\_\_
- H. Number of justified days of delay \_\_\_\_\_
- I. Property of \_\_\_\_\_ day ETB \_\_\_\_\_ per day ETB \_\_\_\_\_

ACCOUNT

A. Total value of work executed and or material supplied

_____
-------

B. DEDUCTIONS

- 1. PREVIOUS PAYMENT
- 2. PENALITY
- 3. REBATE
- 4. RETAINTION

_____
_____
_____
_____
_____

Total amount due to the Contractor

Total value of work executed payable on the final acceptance

\_\_\_\_\_

**NET SUM DUE TO THE CONTRACTOR**

REMARKS

- a) \_\_\_\_\_  
\_\_\_\_\_
- b) \_\_\_\_\_  
\_\_\_\_\_
- c) \_\_\_\_\_  
\_\_\_\_\_
- d) \_\_\_\_\_  
\_\_\_\_\_

CONCLUSION

*The date for final acceptance will be \_\_\_\_\_ after thorough investigation of the Works in all its parts except invisible latent defects, we declare that it was executed in accordance with the drawings and the specifications in acceptable manner.*

*We, witness there of, we have written and signed this provisional acceptance of which one copy is to be issued to the Contractor for practical purposes after the approval*

\_\_\_\_\_  
**Supervisor**

\_\_\_\_\_  
**Contractor**

ATTENDING PARTIES

---



---



---



---



---



---



---

**FINAL ACCEPTANCE CERTIFICATE**

PROJECT: \_\_\_\_\_

LOCATION: \_\_\_\_\_

EMPLOYER: \_\_\_\_\_

<b>CONTRACTS</b>	<b>No.</b>	<b>DATE</b>	<b>AMOUNT/ETB</b>
A. MAIN CONTRACT	_____	_____	_____
B. SUPPLEMENTARY CONTRACT	_____	_____	_____
C. VARIATION ORDERS    1.	_____	_____	_____
D. VARIATION ORDERS    2.	_____	_____	_____
E. VARIATION ORDERS    3.	_____	_____	_____

This \_\_\_\_\_ day of \_\_\_\_\_ 200-- by the order of the \_\_\_\_\_ and after due notification to all concerned parties, we the undersigned

- 1. \_\_\_\_\_ representing \_\_\_\_\_.
- 2. \_\_\_\_\_ representing \_\_\_\_\_.
- 3. \_\_\_\_\_ representing \_\_\_\_\_.
- 4. \_\_\_\_\_ representing \_\_\_\_\_.
- 5. \_\_\_\_\_ representing \_\_\_\_\_.

have examined

- a. Contracts, drawings and specifications
- b. The final certificate of measurement and the report of the provisional acceptance.
- c. \_\_\_\_\_
- d. \_\_\_\_\_

and have proceed, with the ascertainment of the completion and final acceptance of the project on the bases of the following information

- A. Date of Provisional Acceptance \_\_\_\_\_
- B. Date of Final Acceptance \_\_\_\_\_
- C. Remark made during the provisional acceptance of the works
  - 1. \_\_\_\_\_
  - 2. \_\_\_\_\_
  - 3. \_\_\_\_\_
  - 4. \_\_\_\_\_

**FINAL EXAMINATION OF THE WORKS**

- A. Signs of Visible Defects:- The general examination of the works as well a s random checks and test made of the different parts of the project have shown \_\_\_\_\_
- B. New Facts:-Since the provisional acceptance of the works, the following facts occurred:-
  - 1. \_\_\_\_\_
  - 2. \_\_\_\_\_
  - 3. \_\_\_\_\_
  - 4. \_\_\_\_\_
- C. New Orders:-New orders have been given to the Contractor on \_\_\_\_\_ on \_\_\_\_\_ 200\_\_ in view of making good any eventual defects, in the works, specially with regard to the following parts:-
  - 1. \_\_\_\_\_
  - 2. \_\_\_\_\_
  - 3. \_\_\_\_\_
  - 4. \_\_\_\_\_
- D. General Remarks:-The comparison of the report of the provisional acceptance of the works with the present condition of the entire project, the contract and other justification documents has brought up the following remarks:-
  - 1. \_\_\_\_\_
  - 2. \_\_\_\_\_

3. \_\_\_\_\_

4. \_\_\_\_\_

**ACCOUNT**

A. Total value of work executed and or material supplied

_____
-------

**B. DEDUCTIONS**

1. Payment made until Provisional Acceptance

2. Payment made after Provisional Acceptance

3. Various Deduction

a. \_\_\_\_\_

b. \_\_\_\_\_

Total Deduction

_____
_____
_____
_____
_____
_____
_____
_____

c.

**NET SUM DUE TO THE CONTRACTOR**

**CONCLUSION**

Therefore, we do hereby declare that the work has been execute in the principle of good workmanship, and have accepted the project definitely on behalf of \_\_\_\_\_

\_\_\_\_\_  
**Employer**

\_\_\_\_\_  
**Supervisor**

\_\_\_\_\_  
**Contractor**

Date \_\_\_\_\_

**ATTENDING PARTIES**

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

4. \_\_\_\_\_

5. \_\_\_\_\_

## *Health Center Maintenance Checklist*

### **DAILY (or after use)**

- \_\_\_\_\_ Sweep walks and pick up litter on ground daily to prevent dirt being tracked into buildings
- \_\_\_\_\_ Dust and put benches and chairs in place in waiting areas
- \_\_\_\_\_ Sweep corridors and common areas
- \_\_\_\_\_ Clean delivery, treatment and examination tables daily and after use
- \_\_\_\_\_ Clean and change beds in labor room and female and male wards after use with soap and disinfectant
- \_\_\_\_\_ Wash floor in labor and delivery, emergency care and sluice rooms daily with soap and disinfectant
- \_\_\_\_\_ Clean toilets, showers and latrines
- \_\_\_\_\_ Check that sharps disposal containers (needles and syringes) are not full; replace when  $\frac{3}{4}$  full

### **WEEKLY (or as needed)**

- \_\_\_\_\_ Check water faucets for leaks and report if broken or damaged
- \_\_\_\_\_ Check sinks and drains and open if clogged (remove trap and clean)
- \_\_\_\_\_ Wash walls in labor and delivery room, emergency care and sluice rooms
- \_\_\_\_\_ Wash walls in toilets, showers and latrines

### **MONTHLY**

- \_\_\_\_\_ Check water reservoir for leaks (tanks, pipes and connections)
- \_\_\_\_\_ If present, check water in holding tanks, that pump is working and cover is in place and locked
- \_\_\_\_\_ Check that cover on placenta pit is in place and locked
- \_\_\_\_\_ Check that pit latrine is not full (drop stone – time delay 1 second or longer)
- \_\_\_\_\_ Check incinerator and ash pit and clean debris around area
- \_\_\_\_\_ Check and replace dead/broken bulbs, electric socket outlets and switches
- \_\_\_\_\_ Wash floors and walls in male and female wards, corridors and public areas

### **SEMI-ANNUALLY**

- \_\_\_\_\_ Check incinerator for damage and repair
- \_\_\_\_\_ Check manholes for functioning, especially for kitchen and sluice rooms
- \_\_\_\_\_ Check roof for leakage and put glue or putty on possible holes
- \_\_\_\_\_ Check doors, hinges and locks – repair or oil as needed
- \_\_\_\_\_ Check windows and replace broken glass as needed
- \_\_\_\_\_ Clean gutters and down pipes; tighten any loose connections
- \_\_\_\_\_ Check electrical system for shorts (whole HC)

### **YEARLY (or as needed)**

- \_\_\_\_\_ Check storm water drainage and remove debris blocking system
- \_\_\_\_\_ Check that septic tanks not blocked
- \_\_\_\_\_ Check metal surfaces, especially in wet areas, and paint (every other year)
- \_\_\_\_\_ Check common areas and corridors and paint every other year

ITEM	DISCRIPTION	UNIT	QTY	RATE	TOTAL PRICE
	<b><u>A- SUB STRUCTURE</u></b>				
	<b><u>1. EXCAVATION &amp; EARTH WORK</u></b>				
1.1	Clearing of the site to remove top soil to an average depth of 25cm.	m <sup>2</sup>			
1.2	Trench excavation for masonry foundation in ordinary soil to a depth not exceeding 100cm starting from reduced level including 15cm working space for both sides.	m <sup>3</sup>			
1.3	Ditto but above 100cm not exceeding 200cm.	m <sup>3</sup>			
1.4	Back fill around foundation with selected excavated granular material brought from out side and compact in layers not exceeding 20cm thick.	m <sup>3</sup>			
1.5	Ditto but under hard core				
1.6	Load and cart away surplus excavated material to a place not less than 1km away from the site and where the Engineer recommends	m <sup>3</sup>			
1.7	25 cm thick basaltic or equivalent stone hardcore ,well rolled, consolidated and blinded with crushed stone.	m <sup>2</sup>			
	<b>Total Carried to Summary</b>				
	<b><u>2. CONCRETE WORK</u></b>				
2.1	5 cm lean concrete quality C-5, 150 kg of cement/m3: under				
	a)Stone Masonry.	m <sup>2</sup>			
2.2	Reinforced concrete quality C-25,360 kg of cement/m3 filled in to form work and vibrated around rod reinforcement (formwork and reinforcement measured separately) to:				
	a) Retaining wall seats.	m <sup>3</sup>			
	b) Grade beams.	m <sup>3</sup>			
	b) Ground floor slab	m <sup>2</sup>			
2.3	Provide, cut and fix in position sawn zigba wood or steel formwork which ever appropriate.				
	a)To Grade beams.	m <sup>2</sup>			

ITEM	DESCRIPTION	UNIT	QTY	RATE	TOTAL
2.4	Mild steel reinforcement . Price includes cutting, bending, placing in position and tying wire				
	a) $\phi$ 6 mm plain bar	kg			
	b) $\phi$ 8 mm deformed bar	kg			
	c) $\phi$ 12mm deformed bar	kg			
	d) $\phi$ 14mm deformed bar	kg			
	<b>Total Carried to Summary</b>				
	<b><u>3. MASONRY WORK</u></b>				
3.1	50cm thick hard basaltic or equivalent stone masonry foundation wall bedded in cement mortar (1:3) under external beam and slab edge below ground level.	$m^3$			
3.2	Ditto as 3.1 but above natural ground level with roughly dressed open face and topped part finished 5cm thick cement mortar fair finished seat.	$m^3$			
	<b>Total Carried to Summary</b>				
	<b><u>B-SUPER STRUCTURE</u></b>				
	<b><u>1. CONCRETE WORK</u></b>				
1.1	Reinforced concrete quality C-25, 360 kg of cement/m <sup>3</sup> , filled into formwork and vibrated around rod reinforcement (formwork and reinforcement measured separately)				
	a) In elevation columns	$m^3$			
	b) In intermediate floor beams and in roof beams .	$m^3$			
1.2	Provide, cut and fix in position sawn zigba wood or steel formwork which ever appropriate.				
	a) In elevation columns	$m^2$			
	b) In intermediate floor beams and in roof beams .	$m^2$			
1.3	Mild steel reinforcement .Price includes cutting, bending, placing in position and tying wire				
	a) $\phi$ 6 mm plain bar	kg			
	b) $\phi$ 8 mm deformed bar	kg			
	c) $\phi$ 10 mm deformed bar	kg			
	d) $\phi$ 12mm deformed bar	kg			
	e) $\phi$ 14mm deformed bar	kg			

ITEM	DESCRIPTION	UNIT	QTY	RATE	TOTAL
<b>2. BLOCK WORK</b>					
2.1	20cm. thick HCB wall bedded in cement mortar mix 1:3 both sides left for plastering	m <sup>2</sup>			
2.1	15cm. thick HCB wall bedded in cement mortar mix 1:3 both sides left for plastering	m <sup>2</sup>			
<b>Total Carried to Summary</b>					
<b>3. ROOFING AND CLADDING</b>					
3.1	Supply and fix Roof cover in 0.4mm corrugated galvanized iron sheet including roof ridge cover fixed to Zigba wood purl in at c/c 90cm with dome headed galvanized nails. Price includes appropriate size of eculuptus truss & 50X70mm zigba purl in approved by the engineer. measurement considered horizontal projection of the roof.	m <sup>2</sup>			
3.2	0.4mm metal sheet gutter with development L= 500mm.	ml			
3.3	0.4mm sheet metal formed roof ridge with development L = 500mm	ml			
3.4	0.4mm sheet metal ridge end closer with development L = 50cm	ml			
3.5	Supply and fix Kassi ribbed sheet to eave nailed on 40x50mm Zigba batten.	m <sup>2</sup>			
3.6	Supply and fix 200mm Zigba fascia board.	ml			
<b>Total Carried to Summary</b>					
<b>4. JOINERY</b>					
	Supply and fix flush type of internal wooden door 40mm thick shall be made up of a solid core type both sides covered with 4mm thick italian ply wood price includes handles, cylindrical lock, stoper, 3mm thick clear glass, three coats of varnish paint and other accessories.				
4.1	<b>DOORS:</b>				
	a) D1, size, 100x100cm	Pc			

ITEM	DESCRIPTION	UNIT	QTY	RATE	TOTAL
	<b>5. METAL WORK</b>				
	<i>Doors and Windows shall be made of approved type 28 mm LTZ profile. All works should be cut and assembled to the size and shapes of the door and window schedule. Unit price shall include three coats synthetic paint, metal grill, handle, rubber, door stopper and other accessories for completing the work.</i>				
5.1	<b>DOORS:</b>				
	a) D1, size, 100x100cm	m <sup>2</sup>			
	b) D2, size,	m <sup>2</sup>			
5.2	<b>WINDOW</b>				
	a) WD1, size, 100x100cm	m <sup>2</sup>			
	b) WD2, size,	m <sup>2</sup>			
	<b>Total Carried to Summary</b>				
	<b>Total Carried to Summary</b>				
	<b>6. FINISHING</b>				
6.1	<i>Apply three coats of plastering up to fine finish in cement sand mortar of (1:3) mix ratio to all internal HCB wall surfaces.</i>	m <sup>2</sup>			
6.2	<i>Apply two coats of plastering in cement sand mortar of (1:3) mix ratio to external HCB wall surfaces.</i>	m <sup>2</sup>			
6.3	<i>Apply three coats of plastering up to fine finish in cement sand mortar of (1:3) mix ratio to RC beams, columns, lintels, concrete ceiling and to all concrete elements.</i>	m <sup>2</sup>			
6.4	<i>Apply two coats of plastering and Tyrolean rendering in cement sand mortar of (1:3) mix ratio to external HCB wall surfaces.</i>	m <sup>2</sup>			
6.3	<i>2mm thick PVC tiles flooring approved by the engineer fixed to smooth floor screed with approved type adhesive glue ,price include 48mm cement screed.</i>	m <sup>2</sup>			
6.4	<i>20 mm thick class B 20x20cm terrazzo floor tiles well bedded in 3cm cement sand mortar of mix 1:3 ratio.</i>	m <sup>2</sup>			
	<i>7cm high PVC skirting stuck to wall with approved adhesive.</i>				

ITEM	DESCRIPTION	UNIT	QTY	RATE	TOTAL
6.7	Supply and lay 3cm thick terazzo window sill on and including cement and sand mortar (1:3) backing.	ml			
6.8	Terrazzo tiles for window cill well bedded in 3cm cement sand mortar of mix 1:3 ratio	ml			
6.9	Supply and fix 8mm thick chipwood ceiling nailed to 4x5cm zigba batten placed c/c 50cm both ways and provided 1cm groove between each panel. Price shall include corner list.	m <sup>2</sup>			
6.10	50 cm wide Roughly dressed stone pavement around the building bedded on 100mm thick sand bed or red ash joints to be pointed with cement mortar 1:3 and pavement must have a slope of at least 2% outward from the building.	ml			
	<b>Total Carried to Summary</b>				
	<b><u>7. GLAZING</u></b>				
7.1	4mm thick quality clear glass glazed to metal beads and putty which is free from defects.	m <sup>2</sup>			
7.2	4mm thick quality frozen glass glazed to metal beads and putty which is free from defects.	m <sup>2</sup>			
	<b>Total Carried to Summary</b>				
	<b><u>8. PAINTING</u></b>				
8.1	Apply three coats of approved type plastic emulsion paint to internal and external wall surfaces.	m <sup>2</sup>			
8.2	Ditto but to exposed beam sides and columns.	m <sup>2</sup>			
8.3	Ditto but to chipwood ceiling surface.	m <sup>2</sup>			
8.4	Apply three coats of approved type synthetic paint to ribbed sheet eave.	m <sup>2</sup>			
8.5	Ditto but to gutter down pipe and flashing.	m <sup>2</sup>			
	<b>Total Carried to Summary</b>				
9.1	<b><u>DISTRIBUTION BOARDS</u></b>				
	Distribution Board (DB- ) terminal cover in Plastic enclosure , for surface mounted instalation (IP130), complete with lockable door din rail, neutral and earth terminals,comb bus of aproprate size and phase,knock outscable and conduit enteries;				

ITEM	DESCRIPTION	UNIT	QTY	RATE	TOTAL
	Type SDB Consisting of :				
	1pcs main acb of 25a 1 Phase, Icu=6kA				
	2 pcs 10A, mcb, 1 Phase, Icu=6kA				
	2 pcs 16A, mcb, 1 Phase, Icu=6kA				
	1 pc 32A, mcb, 3 Phase , Icu=10kA all complete with phase bar fixing accessories and earthing	No			
9.2	<b>LIGHT POINTS</b>				
9.2.1	Flush mounted light points fed through PVC insulated conductors of 2x2.5mm inside PVC 16 mm diameter, including boxes with covers and insulating screw cap connectors, complete.	No			
9.2.2	Ditto but surface mounted	No			
9.3	<b>EXTRA OVER LIGHT POINTS FOR SWITCHES</b>				
9.3.1	Flush mounting single pole switch	No			
9.3.2	Two gang single switch, surface mounted	No			
9.3.3	Flush mounting Double pole switch	No			
9.3.4	Flush mounting two-way switch	No			
9.4	<b>FLUSH MOUNTED SOCKET OUTLET POINTS</b>				
9.4.1	10/16A, 1ph socket outlet points with surface outlet of 10a/1P+E art 2039/n+1901 fed through PVC insulated conductors of 3x2.5mm inside PVC conduit of 16mm diameter including junction boxes with covers and insulating screw cap connectors.	No			
9.4.2	Ditto but surface mounted	No			
9.4.3	10/16A, 1ph socket outlet points fed through PVC insulated conductors of 3x4mm inside PVC conduit of 19mm diameter including junction boxes with covers and insulating screw cap connectors.	No			
9.5	<b>LIGHT FITTING AND LAMPS (or equivalent)</b>				
9.5.1	Connected and tested including lamps and accessories complete, all as specified or described in lighting fittings schedule and as shown on the drawings.	No			
9.5.2	Fluorescent fitting type TMS PHILIPS 012/118/ with 1xTLD 18W/33 lamp comfort matt scored with 2x36w colour 82 fluorescent lamp	No			
9.5.3	Fluorescent fitting type TMS PHILIPS 012/136/ with 1xTLD 18W/33 lamp comfort matt scored with 2x36w colour 82 fluorescent lamp	No			
9.6	<b>TELEPHONE OUTLET</b>				
9.6.1	Telephone outlet only conduit of 19, 29 mm recessed	No			

ITEM	DESCRIPTION	UNIT	QTY	RATE	TOTAL
9.6.2	Telephone socket RJ 12 LEG 074341 with support frame for fixing on the trunking system in item 10.6.1	No			
9.6.3	Telephone Terminal box 35x30x10cm	No			
	<b>Total Carried to Summary</b>				
	A) Surface mounted light point	No			
	B) Flush mounted light points	No			
	C) Single switch, surface mounted	No			
	D) Two gang single switch, surface mounted	No			
9.3	Fluorescent fittings of type PHILIPS TMS 2x36Watt	No			
9.4	Fluorescent fittings of type PHILIPS TMS 1x36Watt	No			
9.5	Incandescent Lamps of type SIMENENS with 1xE27 - 60W	No			
9.6	Incandescent Lamps of type SIMENENS with 1xE27 - 40W	No			
	<b>Total Carried to Summary</b>				
	<b>SOCKET OUTLET WITH EARTH CONTACT</b>				
9.7	Flush mounted socket outlets of 10A/1ph 220V fed through PVC conductors of 3x2.5 sq.mm in thermoplastic conduit of minimum diameter 13.5mm in/under surface including junction box with cover and screw type insulating connectors.	No			
9.8	Ditto, but for twin sockets.	No			
9.9	Ditto, but 16A/1ph with switch and pilot lamp indicator for water heater.	No			
	<b>10. SANITARY INSTALLATION</b>				
	<b>A. WATER SUPPLY PIPE LINE AND VALVES</b>				
10.1	Supply and install galvanized steel pipe for the distribution of cold and hot water to all sanitary fixtures according to where shown on the floor plan and riser diagram. Price shall include all the necessary assistance to the chiseling of walls, beams and columns.				
	a) Diameter 15mm	ml			
	b) Diameter 20mm	ml			
10.2	Supply and fix gate valves of approved standards on the pipe inlet to the buildings as where shown on the drawing. Complete with unions, elastic water proofing, hand wheels of normal quality and all the necessary accessories.				
	a) Diameter 15mm	No			

ITEM	DESCRIPTION	UNIT	QTY	RATE	TOTAL
	b) Diameter 20mm	No			
	<b>B. SANITARY FIXTURES</b>				
10.3	Supply and fix vitreous China hand wash basin, with chrome plated cold water tap, complete with plug, chrome plated chain holder, P-smell trap with connection pipe and with all the necessary accessories.				
	Size 500x400mm	No			
10.4	Supply and fix vitreous China water closet, with plastic seat and cover including low flash cistern. Complete with all the necessary accessories.	No			
10.5	Supply and fix tubular chrome plated swing pattern twel rails with concealed fixing.	No			
10.6	Supply and fix viterous soap holder size 150x150mm, secured to wall for han wash basins, bathtub and shower.	No			
10.7	Supply and fix viterious China toilet paper holder with metal roller, complete with fastening screws.	No			
10.8	Supply and fix crystal glass mirror size 500x400mm includingchrom plated brass frames, claips and screws.	No			
10.9	Supply and fix enameled steel grated floor drain where shown on the drawing having 50mm miniumum water seal. The floor drains shall secure fast drains and small tapping unit.	No			
10.10	Supply and fix stainless steel kitchen sink with double bowl complete with the necessary accesseries				
	Size 1600x600mm	No			
10.11	Supply and fix electric water heater complete with the necessary accessories such as water proofing, mounting and fastening materials, safety, one way and gate valves.				
	a) 50 liters capacity	No			
10.12	Supply and fix enamel cast iron shower tray complete with necessary accessories.				
	Size 700x700mm	No			
	<b>C. WASTE WATER DISPOSAL SYSTEM</b>				
10.13	Supply and lay (PVC) hard plastic pipes for the desposal of				
	a) Diameter 50mm	ml			
	b) Diameter 110mm	ml			
10.14	Supply and fix vent caps made of PVC as where shown on the drawing. Complete with all the necessary connecting pieces.				

ITEM	DESCRIPTION	UNIT	QTY	RATE	TOTAL
	<i>a) Diameter 50mm</i>	<i>ml</i>			
10.15	<i>Supply and lay concrete waste water pipe with a minimum of 2% slope which ever is greter on a firm bed of sand 100mm thick below a 10mm thick above the crown of pipe. Price shall also include excavation and cart away.</i>				
	<i>a) Diameter 150mm</i>	<i>ml</i>			
10.16	<i>Construct manholes on the waste water concrete pipe lines out of precast concrete on a base and cover slab of 120mm thick reinforced concrete in diameter 10mm c/c 200mm reinforcement bar. Price shall include form work, excavation and etc.</i>				
	<i>a) Diameter 600mm, avarage depth 800mm</i>	<i>No</i>			
	<b><i>Total Carried to Summary</i></b>				

<b>ITEM</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>QTY</b>	<b>RATE</b>	<b>TOTAL PRICE</b>
	<b><u>A- SUB STRUCTURE</u></b>				
	<b><u>1. EXCAVATION &amp; EARTH WORK</u></b>				
1.1	Clearing of the site	m <sup>2</sup>			
1.2	Bulk excavation to reduce level				
	a) In ordinary soil	m <sup>3</sup>			
	b) In weathered rock	m <sup>3</sup>			
	c) In fully rock	m <sup>3</sup>			
1.3	Trench excavation for masonry foundation to a depth of 1000mm				
	a) In ordinary soil	m <sup>3</sup>			
	b) In weathered rock	m <sup>3</sup>			
	c) In fully rock	m <sup>3</sup>			
1.4	Trench excavation for masonry foundation to a depth of 1000mm				
	a) In ordinary soil	m <sup>3</sup>			
	b) In weathered rock	m <sup>3</sup>			
	c) In fully rock	m <sup>3</sup>			
1.5	Back fill with borrowed selected material				
	a) Around foundation				
	b) Under hard core				
1.6	Back fill with material from site	m <sup>3</sup>			
	a) Around foundation				
	b) Under hard core				
1.6	Cart away surplus material to appropriate tip	m <sup>3</sup>			
1.7	25 cm thick hardcore	m <sup>2</sup>			
	<b>Total Carried to Summary</b>				
	<b><u>2. CONCRETE WORK</u></b>				
2.1	Class C- 5 lean concrete	m <sup>2</sup>			
2.2	Class C-25 reinforced concrete to:				
	a) Grade beams.	m <sup>3</sup>			
	b) Ground floor slab	m <sup>3</sup>			
	c) Retaining wall seats.	m <sup>3</sup>			
2.3	Sawn zigba wood or steel formwork				
	a) To Grade beams.	m <sup>2</sup>			

<b>ITEM</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>QTY</b>	<b>RATE</b>	<b>TOTAL PRICE</b>
	<i>b) Retaining wall seats.</i>	<i>m<sup>2</sup></i>			
2.4	<b>Reinforcement</b>				
	<i>a) <math>\phi</math> 6 mm plain bar</i>	<i>kg</i>			
	<i>b) <math>\phi</math> 8 mm deformed bar</i>	<i>kg</i>			
	<i>c) <math>\phi</math> 12mm deformed bar</i>	<i>kg</i>			
	<i>d) <math>\phi</math> 12mm deformed bar</i>	<i>kg</i>			
	<i>e) <math>\phi</math> 14mm deformed bar</i>	<i>kg</i>			
	<i>f) <math>\phi</math> 16mm deformed bar</i>	<i>kg</i>			
	<b>Total Carried to Summary</b>				
	<b><u>3. MASONRY WORK</u></b>				
3.1	<i>50cm thick stone masonry BNGL</i>	<i>m<sup>3</sup></i>			
3.2	<i>50cm thick stone masonry ANGL</i>	<i>m<sup>3</sup></i>			
	<b>Total Carried to Summary</b>				
	<b>Total A</b>				
	<b><u>B-SUPER STRUCTURE</u></b>				
	<b><u>1. CONCRETE WORK</u></b>				
1.1	<i>Class C-25 reinforced concrete to:</i>				
	<i>a) In elevation columns</i>	<i>m<sup>3</sup></i>			
	<i>b) In intermediate floor beams and in roof beams and</i>	<i>m<sup>3</sup></i>			
1.2	<i>Sawn zigba wood or steel formwork</i>				
	<i>a) In elevation columns</i>	<i>m<sup>2</sup></i>			
	<i>b) In intermediate floor beams and in roof beams and</i>	<i>m<sup>2</sup></i>			
1.3	<b>Reinforcement</b>				
	<i>a) <math>\phi</math> 6 mm plain bar</i>	<i>kg</i>			
	<i>b) <math>\phi</math> 8 mm deformed bar</i>	<i>kg</i>			
	<i>c) <math>\phi</math> 10 mm deformed bar</i>	<i>kg</i>			
	<i>d) <math>\phi</math> 12mm deformed bar</i>	<i>kg</i>			
	<i>e) <math>\phi</math> 14mm deformed bar</i>	<i>kg</i>			
	<i>f) <math>\phi</math> 16mm deformed bar</i>	<i>kg</i>			
	<b><u>2. BLOCK WORK</u></b>				
2.1	<i>20cm. thick HCB wall</i>	<i>m<sup>2</sup></i>			
2.2	<i>15cm. thick HCB wall</i>	<i>m<sup>2</sup></i>			
2.3	<i>15cm. thick HCB wall</i>	<i>m<sup>2</sup></i>			
	<b>Total Carried to Summary</b>				

ITEM	DESCRIPTION	UNIT	QTY	RATE	TOTAL PRICE
	<b><u>3. ROOF WORK</u></b>				
3.1	G 28 corrugated galvanized iron sheet roof	m <sup>2</sup>			
3.2	G 28 sheet metal formed roof ridge with development L = 330mm	ml			
3.3	G 28 metal sheet gutter with development L= 500mm.	ml			
3.4	G 28 sheet metal down pipe with DL = 33cm	ml			
3.5	G 28mm sheet metal flashing with development L = 50cm	ml			
3.6	Ribbed sheet to eave	m <sup>2</sup>			
3.7	G 28 galvanized metal sheet gable clading	m <sup>2</sup>			
	<b>Total Carried to Summary</b>				
	<b><u>4. JOINERY</u></b>				
4.1	Eculuptus truss members				
	a) Dia, 100-120 mm Top and bottom chord members	ml			
	b) Dia, 80-100 mm intermediate chord members	ml			
4.2	Zigba wood purl in at c/c 90cm.				
	a) size 50x70mm	ml			
	b) size 50x100mm	ml			
4.3	Flush type 40mm internal doors .				
	a)Door type D1 size x mm	No			
	b)Door type D1 size x mm	No			
4.4	200mm x 25mm zigba wood fascia board.	ml			
4.5	8mm thick chipwooden ceiling.	m <sup>2</sup>			
4.6	6mm plywood ceiling.	m <sup>2</sup>			
4.7	100x20mm wooden skirting.	ml			
	<b><u>5. METAL WORK</u></b>				
	Doors and Windows made LTZ profile.				
5.1	<b>DOORS:</b>				
	a) Type D1, size, x cm	no			
	b) Type D2, size, x cm	no			
5.2	<b>WINDOW</b>				
	a) Type D1, size, x cm	no			
	b) Type D2, size, x cm	no			
	<b>Total Carried to Summary</b>				
		m <sup>2</sup>			

<b>ITEM</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>QTY</b>	<b>RATE</b>	<b>TOTAL PRICE</b>
	<b><u>6. FINISHING</u></b>				
	<b><u>6.10WALL FINISHING</u></b>				
6.1.1	3coats of plastering internal wall, exposed beams ,column and lintel surfaces.	m <sup>2</sup>			
6.1.2	Tyrolean rendering to external wall surfaces.	m <sup>2</sup>			
6.1.3	Pointing external wall surfaces,	m <sup>2</sup>			
6.1.4	150x150mm ceramic wall cladding				
6.1.5	100mm terrazzo skirting.	ml			
	<b><u>6.2 FLOOR FINISHING</u></b>				
6.2.1	2mm PVC floor tiles.	m <sup>2</sup>			
6.2.2	200x200x20 mm terrazzo floor tiles.	m <sup>2</sup>			
6.2.3	300x300x6mm ceramic floor tiles bedded on cement mortar backing, price includes cement and sand mortar bedding and white cement grouting				
6.2.4	Supply and fix 200x200x20 mm plain cement tile flooring bed led and joints grouted in cement and sand mixture (1:3) Price shall include 30mm thick cement and sand mortar bedding.				
	a) with plain cement				
	b) with embosed cement				
6.2.5	PVC skirting.	ml			
6.2.6	Terrazzo window cill.	ml			
6.2.7	Roughly dressed stone pavement.	ml			
6.2.8	Trapizoidal open ditch 500 at the top 300mm at bottom				
	<b>Total Carried to Summary</b>				
	<b><u>7. GLAZING</u></b>				
7.1	4mm thick clear glass	m <sup>2</sup>			
7.2	4mm thick frozen glass	m <sup>2</sup>			
	<b>Total Carried to Summary</b>				
	<b><u>8. PAINTING</u></b>				
8.1	3 coats of plastic emulsion paint to internal wall	m <sup>2</sup>			
8.2	3 coats of plastic emulsion paint to external wall	m <sup>2</sup>			
8.3	Ditto but to exposed beam,columns and and llintel sides .				
8.4	Ditto but to chipwood ceiling surface.	m <sup>2</sup>			
8.5	3coats of Synthetic paint to ribbed sheet	m <sup>2</sup>			
	<b>Total Carried to Summary</b>				

<i>ITEM</i>	<i>DESCRIPTION</i>	<i>UNIT</i>	<i>QTY</i>	<i>RATE</i>	<i>TOTAL PRICE</i>

<b>ITEM</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>QTY</b>	<b>RATE</b>	<b>TOTAL PRICE</b>
	<b>ELECTRICAL INSTALATIONS</b>				
9.1	<b>DISTRIBUTION BOARDS</b>				
	Type SDB	no			
	Type SDB	no			
	Type SDB	no			
	Type SDB	no			
9.2	<b>LIGHT POINTS</b>	no			
9.2.1	Flush mounted light points	no			
9.2.2	Ditto but surface mounted	no			
9.3	<b>EXTRA OVER LIGHT POINTS FOR SWITCHES</b>				
9.3.1	Flush mounting single pole switch	no			
9.3.2	Two gang single switch, surface mounted	no			
9.3.3	Flush mounting Double pole switch	no			
9.3.4	Flush mounting two-way switchH	no			
9.4	<b>FLUSH MOUNTED SOCKET OUTLET POINTS</b>				
9.4.1	10/16A,1ph socket outlet points	no			
9.4.2	Ditto but surface mounted	no			
9.4.3	10/16A,1ph socket outlet points.	no			
9.5	<b>LIGHT FITTING AND LAMPS (or equivalent)</b>				
	Connected and tested including lamps and accessories complete, all as specified or described in lighting fittings schedule and as shown on the drawings.	no			
9.5.1	Fluorescent fitting type TMS PHILIPS 012/118/ with 1xTLD 18W/33 lamp comfort matt scored with 2x36w colour 82 fluorescent lamp	no			
9.5.2	Fluorescent fitting type TMS PHILIPS 012/136/ with 1xTLD 18W/33 lamp comfort matt scored with 2x36w colour 82 fluorescent lamp	no			
9.6	<b>TELEPHONE OUTLET</b>				
9.6.1	Telephone out let only conduit of 19, 29 mm recessed	no			
9.6.2	Telephone socket RJ 12 LEG 074341 with support frame for fixing on the trunking system in item 10.6.1	no			
9.6.3	Telephone Terminal box 35x30x10cm	no			
	<b>Total Carried to Summary</b>				
	<b>10. SANITARY INSTALLATION</b>				
	<b>A. WATER SUPPLY PIPE LINE AND VALVES</b>				
10.1	Galvanized steel pipe				
	a) Diameter 15mm	ml			
	b) Diameter 20mm	ml			

<b>ITEM</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>QTY</b>	<b>RATE</b>	<b>TOTAL PRICE</b>
	<i>c) Diameter 25mm</i>	<i>ml</i>			

<b>ITEM</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>QTY</b>	<b>RATE</b>	<b>TOTAL PRICE</b>
10.2	Gate valves				
	a) Diameter 15mm	no			
	b) Diameter 20mm	no			
	c) Diameter 25mm	no			
	<b>B. SANITARY FIXTURES</b>				
10.3	Hand wash basin Size				
	a) Size 500x405mm with cold water valve only	no			
	b) Size 500x405mm with cold and hot valves r	no			
10.4	Water closet	no			
10.5	High flush ,squating pan.				
10.6	Towel hanger	no			
10.7	Soap holder	no			
10.8	Paper holder	no			
10.9	Glass mirror	no			
10.1	Floor drain	no			
10.11	Stainless steel sink				
	a) Double bowel	no			
	b) Single bowel	no			
10.12	Water heater				
	a) 50 liters capacity	no			
	b) 80 liters capacity	no			
10.13	Shower tray				
	Size 800x800mm	no			
	<b>C. WASTE WATER DISPOSAL SYSTEM</b>				
10.14	PVC hard plastic pipes				
	a) Diameter 50mm	ml			
	b) Diameter 80mm	ml			
	c) Diameter 110mm	ml			
10.15	Vent caps made of PVC				
	a) Diameter 50mm	ml			
10.16	Concrete waste water pipe				
	a) Diameter 150mm	ml			
10.17	Manholes	no			
	<b>Total Carried to Summary</b>				
	<b>Total B</b>				
	<b>Total A+B</b>				

# Qualification Information Form

**1. Individual Bidders or Individual Members of Joint Ventures**

1.1 Constitution or legal status of Bidder: **[attach copy]**

Place of registration: **[insert]**

Principal place of business: **[insert]**

Power of attorney of signatory of Bid: **[attach]**

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: **[insert details below and state average]**

Year:					
Volume:					

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)			
(c)			
(d)			
(e)			
(f)			
(g)			
(h)			
(j)			
(k)			
(l)			

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)			
(b)			
etc.			

1.5 Qualifications and experience of key personnel proposed for administration and execution of the Contract. Attach biographical data.

Position	Name	Qualifications	Years of experience (general)	Years of experience in proposed position
(a)				
(b)				

1.6 Proposed subcontracts and firms involved.

Sections of the Works	Value of subcontract	Subcontractor (name and address)	Experience in similar work
(a)			
(b)			

1.7 Financial reports for the last five 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)		
(b)		

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 of the Instructions to Bidders, if applicable.

### Pre-qualification Criteria for Evaluation of Contractors

Criteria	Sub-Criteria	Criteria Description	Rating	Name of Contractor								
<b>Financial Information</b>	25  <i>Financial Stability</i>	> 75% of current soundness and prospective long term profitability >1	5									
		50-75% of current soundness and prospective long term profitability >1	3									
		<50% of current soundness and prospective long term profitability >1	1									
		>1	5									
	<i>Evidence of access to financial resources to meet the qualification requirements</i>	>100% of estimated value (Br. 50,000) of business volume supplier to do with us	10									
		50-100% of estimated value (Br. 50,000) of business volume supplier to do with us	7									
		25-50% of estimated value (Br. 50,000) of business volume supplier to do with us	5									
		>25% of estimated value (Br. 50,000) of business volume supplier to do with us	3									
	<i>Average annual volume of construction work</i>	>200% of estimated value (Br. 500,000) of business volume supplier to do with us	10									
		>100-200% of estimated value (Br. 500,000) of business volume supplier to do with us	7									
		>75-100% of estimated value (Br. 500,000) of business volume supplier to do with us	5									
		<75% of estimated value (Br. 500,000) of business volume supplier to do with us	3									
<b>Equipment</b>	<i>Major items of Contractor's Equipment</i>	Equal or above the minimum number of required equipments	5									
		75-100% of the minimum number of required equipments	3									
		50-75% of the minimum number of required equipments	2									
		< 50% of the minimum number of required equipments	1									
		5	5									
<b>Personnel</b>	<i>Project Manager</i>	<i>Refer spread sheet for Personnel</i>	10									
	<i>Supervising Engineer</i>	<i>Refer spread sheet for Personnel</i>	8									
	15 <i>General Forman</i>	<i>Refer spread sheet for Personnel</i>	7									
<b>Experience</b>	<i>Specific Experience in similar nature</i>	Equal or above 5 projects of renovation and/or expansion of public facilities	10									
		3-4 projects of renovation and/or expansion of public facilities	7									
		2-3 projects of renovation and/or expansion of public facilities	5									
		1-2 projects of renovation and/or expansion of health facilities	2									
	<i>Experience in health facilities</i>	75-100% of the projects are construction and/or renovation health facilities	20									
		50-75% of the projects are construction and/or renovation health facilities	15									
		<50% of the projects are construction and/or renovation health facilities	8									
		20	20									
	<i>Experience in the Regions</i>	>75% of the project area have greater logistic difficulty & remote site/country projects	5									
		50-75% of the project area have greater logistic difficulty & remote site/country projects	3									
		<50% of the project area have greater logistic difficulty & remote site/country projects	1									
		35	5									

Criteria	Sub-Criteria	Criteria Description	Rating	Name of Contractor									
5	Type of Client	>75% of the clients are International organization and/or NGO's	5										
		50-75% of the clients are International organization and/or NGO's	3										
		<50% of the clients are International organization and/or NGO's	1										
5	5												
5	Evaluator's Opinion	Presentation of documents, completeness, etc.	5										
		<b>TOTAL</b>	<b>100</b>										

Name of Evaluating Committees

- 1
- 2
- 3

Signature

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Remarks;

\_\_\_\_\_

Approved by

\_\_\_\_\_  
 \_\_\_\_\_

**Preliminary Pass/Conditional Pass/Fail Examination of Applications**

1.	Bidder Name:		
2.	Date of Submission		
3.	Completeness of application?		
	- Written power of attorney of the signatory of the Bid		
	- Application correctly sealed and addressed		
	- Bidder(s) only in one bid?		
	- Applicant submit renewed licence for the year 1999 EFY		
	- Applicant submit VAT registration certificate		
4.	Company Profile shall include		
	- Construction Experience		
	- Financial information		
	- Equipment information		
	- Personnel information		
	-		

\* Note: In the case of any conditional pass, the item should be marked “pass” and a note of the condition included below.

**Details of clarifications sought and responses received:**

**Details of any conditions on preliminary examination:**

<b>Acceptable to proceed with further Assessment of Bidder:</b>		
---	--	--

1. Project Manager (10 Points)

Item No.	Description	Allotted Points	Contractor's Name					
	Name	<b>10</b>						
1	<p><b>General Qualification</b></p> <p>1.1 Min B.SC. Degree in Civil Engineering with two years experience on construction projects</p> <p style="text-align: center;">OR</p> <p>Advance Diploma in Civil Engineering with five years experience on construction projects</p>	2						
2	<p><b>Adequacy for the assignment</b></p> <p>2.1 One year and two years experience as a Project Manager or Team Leader for the qualifications above respectively</p> <p>2.2 Experience in use of Microsoft office excel, computer aided design and drafting</p>	5						
	Sub Total	3						

Evaluator's Name \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

1. Supervising Engineer (5 Points)

Item No.	Description	Allotted Points	Contractor's Name					
	Name	5						
1	<p><b>General Qualification</b></p> <p>1.1 Min Advance Diploma in Civil Engineering with two years experience on construction projects</p> <p style="text-align: center;">OR</p> <p>Diploma in Building Construction with five years experience on construction projects</p>	1.5						
2	<p><b>Adequacy for the assignment</b></p> <p>2.1 One year and three years experience in building construction projects as a site supervisor for the qualifications above respectively</p>	3.5						
	Sub Total							

Evaluator's Name \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

1. General Forman (5 Points)

Item No.	Description	Allotted Points	Contractor's Name					
	Name	5						
1	<b>General Qualification</b> 1.1 Min of certificate from Technical School in Building Construction	1.5						
2	<b>Adequacy for the assignment</b> 2.1 Two years experience in building construction projects as a Forman	3.5						
	Sub Total							

Evaluator's Name \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_





**A/3 Qualification and Experience of Key Personnel**

<b>No</b>	<b>Position</b>	<b>Name</b>	<b>Qualifications</b>	<b>Years of Experience (general)</b>	<b>Years of experience in proposed position</b>

**1. Additional sheet may be attached if space provided is not enough.**

**Bidders are expected to attaché copy of evidence**

# Financial Situation

## B/1. Historical Financial Performance

Applicant's Legal Name: \_\_\_\_\_

Financial information in Birr	Historic information for previous _____ ( ) years (Birr in 000s)				
	Year 1	Year 2	Year 3	Year ...	Year n
Information from Balance Sheet					
1.Total Assets (TA)					
2.Total Liabilities (TL)					
3.Net Worth (NW) (1)-(2)					
4. Current Assets (CA)					
5. Current Liabilities (CL)					
Information from Income Statement					
6.Total Revenue (TR)					
7.Profits Before Taxes (PBT)					
8. Current ratio (4/5)					

Current soundness and prospective long term profitability

- Attached are copies of financial statements (balance sheets, including all related notes, and income statements) for the years required above complying with the following conditions:
  - a) Must reflect the financial situation of the Applicant or party to a JV, and not sister or parent companies
  - b) Historic financial statements must be complete, including all notes to the financial statements
  - c) Historic financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted)

**Bidders are expected:-**

- to attaché copy of evidence access to financial resources to meet the qualification requirements: cash in hand, lines of credit, etc. List below and attach copies of support documents.
- Name, address, and telephone, telex, and facsimile numbers of banks that may provide references if contacted by the Employer.

**B/2. Average Annual volume of construction (Birr)**

Annual turnover data (construction only)	
Year	Volume
*Average Annual Construction Turnover	

\*Average annual construction turnover calculated as total certified payments received for work in progress or completed.



## **Additional Preliminary Screening Questionnaire**

### **Introduction**

Completing this questionnaire will help assess HCR-c Project working relation with your company.

### **Instruction for Completion:**

1. Please answer all questions as fully as possible.
2. Your answer will be treated confidentially
3. Please answer all questions; printed or typed in the space provided. If there is insufficient space to answer any questions, please continue on a separate sheet.
4. Please return completed questionnaire to;

**Crown Agents  
HCR-c Projects  
Tel: 011662 89 69/72  
Fax: 011-662 89 73  
P.O.Box 1519  
Addis Ababa  
Ethiopia**

5. Any Contractor who does not properly answer and submit the questionnaire on or before the above date will not be accepted to provide the service.

## **1. COMPANY DETAILS:**

1.1 Name & address of Company;

1.2 Telephone Number

1.3 Fax Number

1.4 Email Address

1.5 Date established and current registration class

1.6 Type of Company (private limited, limited, share, e.t.c.)

## **2. FINANCIAL DETAILS: (attaching relevant document as testimony is encouraged)**

2.1 Please enclose copies of insurance documentation mostly works with your company.

2.2 Name and address of bank or financial institute your company deals.

### **3. TECHNICAL**

3.1 Does your company have experience of working with NGO? If yes please provide a summary

3.2 Does your company have experience of working in rural areas of Ethiopia? If yes please provide a summary.

3.3 Does your company have experience of working with Health facilities? If yes please provide a summary.

3.4 Does the company have well-established office set up with good office & communication facilities? (Computers, fax, printers, telephone, e.t.c.)

#### 4. REFERENCES

Please provide details of the current or previous clients that we may approach for references.

<b>NUMBER</b>	<b>1</b>	<b>2</b>	<b>3</b>
<b>COMPANY</b>			
<b>TELPHONE</b>			
<b>NAME</b>			
<b>POSITION</b>			

#### DECLARATION

The information given in this questionnaire is to the best of my knowledge correct. I understand that any false statement will preclude further consideration of this application.

**Name of the person completing this questionnaire:**

\_\_\_\_\_

**Position;** \_\_\_\_\_

**Signature;** \_\_\_\_\_

**Date;** \_\_\_\_\_

**Table 1 – Preliminary Pass/Conditional Pass/Fail Examination of Applications**

1.	Bidder Name:	<input type="text"/>	
2.	Place of incorporation or registration	<input type="text"/>	
3.	Date of Submission	<input type="text"/>	<input type="text"/>
4.	Completeness of application?		<input type="text"/>
	- Application is in prescribed language?	<input type="text"/>	
	- Written power of attorney of the signatory of the Bid	<input type="text"/>	
	- Application correctly sealed and addressed	<input type="text"/>	
	- Bidder(s) only in one bid?	<input type="text"/>	
	- Form A/1 completed?	<input type="text"/>	
	- all specified attachments to Form A/1 provided?	<input type="text"/>	
	- Form A/2 completed?	<input type="text"/>	
	- all specified attachments to Form A/2 provided?	<input type="text"/>	
	- Form A/3 completed?	<input type="text"/>	
	- all required information to Form A/3 provided?	<input type="text"/>	
	- Form B/1 completed?	<input type="text"/>	
	- all required information to Form B/1 provided?	<input type="text"/>	
	- Form B/2 completed?	<input type="text"/>	
	- all specified attachments to Form B/2 provided?	<input type="text"/>	
	- Form B/3 completed?	<input type="text"/>	
		<hr/>	<input type="text"/>

\* Note: In the case of any conditional pass, the item should be marked “pass” and a note of the condition included below.

**Details of clarifications sought and responses received:**

**Details of any conditions on post-qualification from preliminary examination:**

**Acceptable to proceed with further Assessment of Bidder:**

**Further Explanations/Comments:**



Crown Agents Consultancy-Ethiopia,  
HCR-c Project,  
Bidding Document for the  
Renovation of Health Centres

Subject of Procurement

Procurement Reference Number

Procurement Method

Date of Issue of Bidding Document

# 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

### **Part 2 - Contract**

Section 5 – General Conditions of Contract

Section 6 – Special Conditions of Contract

Section 7 – Contract Forms

### **Part 3 - Schedule of Requirements**

Section 8 (A) – Scopes of Works

Section 8 (B) – Technical Specifications

Section 8 (C) – Drawings

Section 8 (D) – Bills of Quantities (or Activities Schedule)

## Section 9: Contract Forms

### Table of Forms

<b>Agreement .....</b>	<b>53</b>
<b>Contract Security.....</b>	<b>54</b>
<b>Performance Bond.....</b>	<b>55</b>
<b>Advance Payment Security .....</b>	<b>Error! Bookmark not defined.</b>

# Agreement

**Procurement Reference No:**

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, between \_\_\_\_\_ of \_\_\_\_\_ (hereinafter “the Employer”), of the one part, and \_\_\_\_\_ of \_\_\_\_\_ (hereinafter “the Contractor”), of the other part:

Whereas the Employer is desirous that the Contractor execute \_\_\_\_\_ (hereinafter called “the Works”) 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 Ethiopian Birr \_\_\_\_\_ (\_\_\_\_\_).

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Contract referred to.
2. 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.
3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein the Contract Price 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.
4. The Contract Price or such other sum as may be payable shall be paid in Ethiopian Birr.

IN WITNESS whereof the parties thereto have caused this Agreement to be executed in accordance with the law specified in the Special Conditions of Contract on the day, month and year indicated above.

Signed by \_\_\_\_\_ (for the Employer)  
 Name: \_\_\_\_\_ Position: \_\_\_\_\_  
 Signed by \_\_\_\_\_ (for the Contractor)  
 Name: \_\_\_\_\_ Position: \_\_\_\_\_

**Witnesses**

1. -----
2. -----

*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 (Bank Guarantee)**

### **Contract Security (Unconditional Bank Guarantee)**

Date: **[insert date]**

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

To: **[name and address of Employer]**

WHEREAS **[name and address of Contractor]** (hereinafter called “the Contractor”) has undertaken, in pursuance of Contract No. **[number]** dated **[date]** to execute **[name of Contract and brief description of Works]** (hereinafter called “the Contract”);

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein 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 **[amount of Guarantee] [amount in words]**, such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of **[amount of Guarantee]** as aforesaid without your needing to prove or to show grounds or reasons for your demand 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 a date 28 days from the date of issue of the Certificate of Completion.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458, except that subparagraph (ii) of Sub-article 20(a) is hereby excluded.

Signature and seal of the Guarantor \_\_\_\_\_

Name of Financial Institution \_\_\_\_\_

Address \_\_\_\_\_

Date \_\_\_\_\_

*Note for Bidders: The Performance Bond should be on the letterhead of the issuing Institution and should be signed by a person with the proper authority to sign documents that are binding on the Institution.*

## Performance Bond

By this Bond, **[name and address of Contractor]** as Principal (hereinafter called “the Contractor”) and **[name, legal title, and address of surety, bonding company, or insurance company]** as Surety (hereinafter called “the Surety”), are held and firmly bound unto **[name and address of Employer]** as Obligee (hereinafter called “the Employer”) in the amount of **[amount of Bond] [amount of Bond in words]**, for the payment of which sum well and truly to be made in the types and proportions of currencies in which the Contract Price is 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 Contract with the Employer dated the **[day]** day of **[month]**, **[year]** for **[name of Contract]** 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 thereunder, the Surety may promptly remedy the default, or shall promptly:

- (1) Complete the Contract in accordance with its terms and conditions; or
- (2) Obtain a Bid or bids from qualified bidders for submission to the Employer for completing the Contract in accordance with its terms and conditions, and upon determination by the Employer and the Surety of the lowest responsive Bidder, arrange for a Contract between such Bidder and Employer and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term “Balance of the Contract Price,” as used in this paragraph, shall mean the total amount payable by the Employer to the Contractor under the Contract, less the amount properly paid by the Employer to the Contractor; or
- (3) Pay the Employer the amount required by the 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 issuance of the Certificate of Completion.

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 its hand and affixed its seal, and the Surety has caused these presents to be sealed with its corporate seal duly attested by the signature of its legal representative, this **[day]** day of **[month]**, **[year]**.

Signed by \_\_\_\_\_  
on behalf of **[name of Contractor]** in the capacity of \_\_\_\_\_  
In the presence of \_\_\_\_\_  
Date \_\_\_\_\_

Signed by \_\_\_\_\_  
on behalf of **[name of Contractor]** in the capacity of \_\_\_\_\_  
In the presence of \_\_\_\_\_  
Date \_\_\_\_\_

*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

## Bank Guarantee for Advance Payment

To: **[name and address of Employer]**  
**[Name of Contract]**

Gentlemen:

In accordance with the provisions of the Conditions of Contract, Clause 51 (“Advance Payment”) of the above-mentioned Contract **[name and address of Contractor]** (hereinafter called “the Contractor”) shall deposit with **[name of Employer]** a Bank Guarantee to guarantee his proper and faithful performance under the said Clause of the Contract in an amount of **[amount of Guarantee] [amount in words]**.

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

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

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

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

Yours truly,

Signature and seal: \_\_

Name of Bank/Financial Institution: .

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

Date: \_

## **CONTRACT AGREEMENT**

**Procurement Reference No:** HCR Project, 663-C-00-06-00428-00. Bid No. HCR-Amhara 01/07

THIS AGREEMENT made the 3<sup>rd</sup> day of April, 2007, between Crown Agents Consultancy Inc. Health Center Renovation Project (HCR) (hereinafter “the Employer”), of the one part, and Wacon Construction Plc. General Contractor of (hereinafter “the Contractor”), of the other part:

Whereas the Employer is desirous that the Contractor execute Renovation of Health Centers in Amhara Regional State, Package One:- Bahir Dar, Bure, Dangla and Injibara Health Centers (hereinafter called “the Works”) 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 Ethiopian Birr 549,426.04 (Five Hundred Forty Nine Thousand Four Hundred Twenty Six and Cents Four).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Contract referred to.
2. 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.
3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein the Contract Price 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.
4. The Contract Price or such other sum as may be payable shall be paid in Ethiopian Birr.

IN WITNESS whereof the parties thereto have caused this Agreement to be executed in accordance with the law specified in the Special Conditions of Contract on the day, month and year indicated above.

Signed by \_\_\_\_\_

(for the Employer)

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

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

Signed by \_\_\_\_\_

(for the Contractor)

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

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

**Witnesses**

**Employer**

**Contractor**

- 1. -----
- 2. -----
- 3. -----

- 1. -----
- 2. -----
- 3. -----

## **Letter of Acceptance**

## **General Conditions of Contract**

## **Appendix to Tender**

## **Special Conditions of Contract**

## **Separate Volume**

Please Refer Standard Conditions of Contract for Construction of Civil Work Projects  
(MoWUD, December 1994)

## **Technical Specifications**

## **Separate Volume**

Please Refer BaTCoDA'S Technical Specification of March 1991

**Drawings**

**Separate Volume**

## **Priced Bill of Quantities**

# **Work Schedule**

# Section 1: Instructions to Bidders

## Table of Contents

<b>A. General .....</b>	<b>1</b>
1. Scope of Bid .....	1
2. Source of Funds .....	<b>Error! Bookmark not defined.</b>
3. Eligible Bidders .....	1
4. Qualification of the Bidder .....	2
5. One Bid per Bidder .....	3
6. Cost of Bidding .....	3
7. Site Visit .....	3
<b>B. Bidding Documents.....</b>	<b>4</b>
8. Content of Bidding Documents .....	4
9. Clarifications of Bidding Documents .....	4
10. Amendments of Bidding Documents .....	4
<b>C. Preparation of Bids.....</b>	<b>4</b>
11. Language of Bid .....	4
12. Documents Comprising the Bid.....	5
13. Bid Prices.....	5
14. Currencies of Bid and Payment .....	5
15. Bid Validity .....	5
16. Bid Security .....	6
17. Alternative Proposals by Bidders.....	6
18. Format and Signing of Bid.....	7
<b>D. Submission of Bids.....</b>	<b>7</b>
19. Sealing and Marking of Bids .....	7
20. Deadline for Submission of Bids .....	7
21. Late Bids.....	7
22. Withdrawal, Substitution and Modification of Bids .....	8
<b>E. Bid Opening and Evaluation.....</b>	<b>8</b>
23. Bid Opening.....	8
24. Process to be Confidential .....	9
25. Clarification of Bids and Contacting the Employer .....	9
26. Examination of Bids and Determination of Responsiveness .....	9
27. Correction of Errors .....	9
28. Evaluation and Comparison of Bids .....	10
29. Domestic Preference.....	10
<b>F. Award of Contract.....</b>	<b>10</b>
30. Award Criteria and Notification of Proposed Award .....	10
31. Employer's Right to Accept the Bid and to Reject any or all Bids.....	11
32. Notification of Award and Signing of Agreement.....	11
33. Contract Security .....	11
34. Adjudicator .....	11
35. Corrupt or Fraudulent Practices .....	12

# Section I. Instructions to Bidders

## A. General

### 1. Scope of Bid

- 1.1. The Employer indicated in the Special Conditions of Contract (SCC), invites bids for the construction of Works, as described in Section 6, Schedule of Requirements. The subject and procurement reference number are provided in the SCC.
- 1.2. The successful Bidder will be expected to complete the Works by the Intended Completion Date specified in the SCC.
- 1.3. Throughout these Bidding Documents:
  - 1.3.1. The term “Employer” means “Procuring Entity” as defined in the Public Procurement Proclamation; and
  - 1.3.2. The term “Contractor” means “Supplier” as defined in the Public Procurement Proclamation.

### 2. Source of Fund

- 2.1. The Employer indicated in the SCC has an approved budget towards the cost of the procurement described in Section 6, Schedule of Requirements and intends to use these funds to cover eligible payments under the Contract for the Works. Payments will be made directly by the Employer and will be subject in all respects to the terms and conditions of the resulting contract placed by the Employer.

### 3. Eligible Bidders

- 3.1. A bidder shall:
  - 3.1.1. Have the legal capacity to enter into a contract;
  - 3.1.2. 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
  - 3.1.3. Have fulfilled their obligations to pay taxes according to the laws of the Federal Democratic Republic of Ethiopia.
- 3.2. 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:
  - 3.2.1. 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
  - 3.2.2. Appropriate documentary evidence demonstrating its compliance, which shall include:
    - Its trading licence and suppliers registration certificate**
    - Its tax clearance certificate and VAT registration, if required; and**
    - Any relevant professional practice certificates.**
- 3.3. A bidder shall be required to obtain a certificate of registration from the mandated public body referred to in ITB Sub-Clause 3.2, demonstrating registered contractor status, as a condition of contract award.

- 3.4. Bidding is open to all bidders from eligible countries as defined in Section 5, Eligible Countries. Any materials, equipment and services to be used in the performance of the Contract shall have their origin in an eligible country, as defined in Section 5, Eligible Countries.
- 3.5. All bidders shall provide in Section 4, Bidding Forms, a statement that the Bidder (including all members of a joint venture and subcontractors) is not associated, nor has been associated in the past, directly or indirectly, with the consultant or any other entity that has prepared the design, specifications, and other documents for the Project or being proposed as Engineer for the Contract. A firm that has been engaged by the Employer to provide consulting services for the preparation or supervision of the Works, and any of its affiliates, shall not be eligible to bid.
- 3.6. Government-owned enterprises in the Federal Democratic Republic of Ethiopia may only participate if they are legally and financially autonomous, operate under commercial law, and are not a dependent agency to the Employer.
- 3.7. A Bidder that has been debarred from participating in public procurement in accordance with ITB Sub-Clause 35.1©, at the date of the deadline for bid submission or thereafter, shall be disqualified.

#### **4. Qualification of the Bidder**

- 4.1. All bidders shall provide in the Qualification Information Form in Section 4, Bidding Forms, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.
- 4.2. In the event that prequalification of potential bidders has been undertaken, only bids from pre-qualified bidders will be considered for award of Contract. These qualified bidders should submit with their bids any information updating their original prequalification applications or, alternatively, confirm in their bids that the originally-submitted prequalification information remains essentially correct as of the date of bid submission. The update or confirmation should be provided in the Qualification Information Form in Section 4, Bidding Forms.
- 4.3. If the Employer has not undertaken prequalification of potential bidders, all bidders shall include the following information and documents with their bids, using the Qualification Information Form in Section 4, Bidding Forms, unless otherwise stated in Section 3, Evaluation and Qualification Criteria:
  - 4.3.1. Copies of original documents defining the constitution or legal status, place of registration, and principal place of business or a copy of the Bidder's registration certificate where such documents have been provided to obtain registered contractor status; written power of attorney of the signatory of the Bid to commit the Bidder;
  - 4.3.2. Total monetary value of construction work performed for each of the last five years;
  - 4.3.3. Experience in works of a similar nature and size for each of the last five years, and details of work under way or contractually committed; and clients who may be contacted for further information on those contracts;
  - 4.3.4. Major items of construction equipment proposed to carry out the Contract;
  - 4.3.5. Qualifications and experience of key site management and technical personnel proposed for the Contract;
  - 4.3.6. Reports on the financial standing of the Bidder, such as profit and loss statements and auditor's reports for the past five years;

- 4.3.7. Evidence of adequacy of working capital for this Contract (access to line(s) of credit and availability of other financial resources);
  - 4.3.8. Authority to seek references from the Bidder's bankers;
  - 4.3.9. Information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned, and disputed amount; and
  - 4.3.10. Proposals for subcontracting components of the Works amounting to more than 10 percent of the Contract Price.
- 4.4. Bids submitted by a joint venture of two or more firms as partners shall comply with the following requirements, unless otherwise stated in Section 3, Evaluation and Qualification Criteria:
- 4.4.1. The Bid shall include all the information listed in Sub-Clause 4.3 above for each joint venture partner;
  - 4.4.2. The Bid shall be signed so as to be legally binding on all partners;
  - 4.4.3. All partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;
  - 4.4.4. 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
  - 4.4.5. The execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.
- 4.5. To qualify for award of the Contract, bidders shall meet the minimum qualifying criteria specified in Section 3, Evaluation and Qualification Criteria.
- 4.6. Bidders applying for eligibility for a margin of preference in bid evaluation, shall supply all information to satisfy the criteria for eligibility as described in Section 3, Evaluation and Qualification Criteria.

## **5. One Bid per Bidder**

- 5.1. Each Bidder shall submit only one Bid, either individually or as a partner in a joint venture. A Bidder who submits or participates in more than one Bid (other than as a subcontractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the Bidder's participation to be disqualified.

## **6. Cost of Bidding**

- 6.1. The Bidder shall bear all costs associated with the preparation and submission of his Bid.

## **7. Site Visit**

- 7.1. The Bidder, at the Bidder's own responsibility and risk, is encouraged to visit and examine the Site of Works and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense and the Employer will in no case be responsible or liable for those costs.
- 7.2. Details of any Pre-Bid Meeting or Site Visit to be held by the Employer are given in the BDS.

---

## B. Bidding Documents

### 8. Content of Bidding Documents

8.1. The set of bidding documents comprises the documents listed in the table below and addenda issued in accordance with Clause 10:

#### **PART 1 Bidding Procedures**

- Section 1 Instructions to Bidders (ITB)
- Section 2 Bid Data Sheet (BDS)
- Section 3 Evaluation and Qualification Criteria
- Section 4 Bidding Forms
- Section 5 Eligible Countries

#### **PART 2 Schedule of Requirements**

- Section 6(A) – Scope of Works
- Section 6(B) – Technical Specifications
- Section 6© – Drawings
- Section 6(D) – Bills of Quantities (or Activity Schedule)

#### **PART 3 Contract**

- Section 7 General Conditions of Contract (GCC)
- Section 8 Special Conditions of Contract (SCC)
- Section 9 Contract Forms

### 9. Clarification of Bidding Documents

9.1. According to the proclamation a candidate Bidder requiring any clarification of the bidding documents may notify the Employer in writing at the Employer's address indicated in the BDS. The Employer will respond to any request for clarification received earlier than 10 days prior to the deadline for submission of bids. Copies of the Employer's response will be forwarded to all purchasers of the bidding documents, including a description of the inquiry, but without identifying its source.

### 10. Amendment of Bidding Documents

10.1. Before the deadline for submission of bids, the Employer may modify the bidding documents by issuing addenda.

10.2. Any addendum thus issued shall be part of the bidding documents and shall be communicated in writing to all purchasers of the bidding documents. Prospective bidders shall acknowledge receipt of each addendum in writing to the Employer.

10.3. To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer shall extend, as necessary, the deadline for submission of bids, in accordance with Sub-Clause 20.2 below.

## C. Preparation of Bids

### 11. Language of Bid

11.1. All documents relating to the Bid shall be in English. Any printed literature furnished by the

Bidder may be written in another language, as long as such literature is accompanied by a translation of its pertinent passages into English; in which case, for purposes of interpretation of the Bid, the translation shall govern.

## **12. Documents Comprising the Bid**

- 12.1. The Bid submitted by the Bidder shall comprise the following, in the format indicated in Section 4, Bidding Forms, where appropriate:
  - 12.1.1. Bid Submission Form;
  - 12.1.2. Bid Security;
  - 12.1.3. Priced Bill of Quantities or Activity Schedule;
  - 12.1.4. Qualification Information Form and Documents and the documents evidencing eligibility in accordance with ITB Sub-Clause 3.2;
  - 12.1.5. Alternative offers where invited; and
  - 12.1.6. Any other document or information required to be completed and submitted by bidders, as specified in the BDS.

## **13. Bid Prices**

- 13.1. The Contract will be an Admeasurement or Lump Sum Contract, as indicated in the BDS.
- 13.2. The Contract shall be for the whole Works, as described in ITB Sub-Clause 1.1, based on the:
  - 13.2.1. Priced Bill of Quantities submitted by the Bidder in the case of an Admeasurement Contract; or
  - 13.2.2. Priced Activity Schedule submitted by the Bidder in the case of a Lump Sum Contract.
- 13.3. The Bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities (or in the case of a lump sum contract, for all items of the Works described in the drawings and specifications and listed in the Activity Schedule). Items for which no rate or price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities or Activity Schedule. If so specified in the BDS, the Bidder shall provide a breakdown of rates and prices, showing equipment, materials and labour, for all items whose cost is greater than the percentage of the Bid Price specified in the BDS.
- 13.4. All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date 28 days prior to the deadline for submission of bids, shall be included in the rates, prices and total Bid price (or in the case of a lump sum contract, in the total bid price) submitted by the Bidder.
- 13.5. The rates and prices (or in the case of a lump sum contract, the lump sum price) quoted by the Bidder shall be subject to adjustment during the performance of the Contract if provided for in Clause 47 of the Conditions of Contract. The Bidder shall submit with the Bid all the information required under Clause 47 of the Conditions of Contract.

## **14. Currencies of Bid and Payment**

- 14.1. The unit rates and prices (or in the case of a lump sum contract, the lump sum price) shall be quoted by the Bidder entirely in Ethiopian Birr and shall be paid in Ethiopian Birr only.

## **15. Bid Validity**

- 15.1. Bids shall remain valid for the period specified in the BDS.
- 15.2. In exceptional circumstances, the Employer may request that the bidders extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing. A Bidder may refuse the request without forfeiting the Bid Security. A Bidder agreeing to the request will not be required or permitted to otherwise modify the Bid, but will be required to extend the validity of Bid Security for the period of the extension, and in compliance with Clause 16 in all respects.
- 15.3. In the case of contracts in which the Contract Price is fixed (not subject to price adjustment), if the period of bid validity is extended beyond 60 days, the amount payable to the Bidder selected for award, shall be increased by applying the factor specified in the BDS or in the request for extension, for the period of delay beyond 60 days after the expiry of the initial bid validity, up to the notification of award. Bid evaluation will be based on the Bid prices without taking the above correction into consideration.

## 16. Bid Security

- 16.1. The Bidder shall furnish, as part of the Bid, a Bid Security in original form in Ethiopian Birr in the amount specified in the BDS.
- 16.2. The Bid Security shall, at the Bidder's option, be in the form of cash, a certified cheque or payable order, bank draft, letter of credit, or an unconditional bank guarantee. Securities issued by foreign banks or financial institutions shall be counter-guaranteed by an Ethiopian bank. The format of the Bid Security should be in accordance with the form of Bid Security included in Section 4, Bidding Forms or another form acceptable to the Employer. Bid Security shall be valid for 28 days beyond the validity of the Bid.
- 16.3. Any bid not accompanied by an acceptable Bid Security shall be rejected by the Employer. The Bid Security of a joint venture must define as "bidder" all joint venture partners and list them in the following manner: a joint venture consisting of "\_\_\_\_\_", "\_\_\_\_\_", and "\_\_\_\_\_".
- 16.4. The Bid Security of unsuccessful bidders will be returned within one week after concluding the contract and after a contract security has been furnished by the successful Bidder.
- 16.5. The Bid Security of the successful Bidder will be discharged when the Bidder has signed the contract and furnished the required Contract Security.
- 16.6. The Bid Security may be forfeited:
- 16.6.1. If the Bidder withdraws the Bid after Bid opening during the period of Bid validity;
  - 16.6.2. If the Bidder does not accept the correction of the Bid price, pursuant to Clause 27; or
  - 16.6.3. In the case of a successful Bidder, if the Bidder fails within the specified time limit to:

**Sign the contract; or**

**Furnish the required Contract Security.**

## 17. Alternative Proposals by Bidders

- 17.1. Bidders shall submit offers that comply with the requirements of the bidding documents, including the basic technical design as indicated in the drawings and specifications. Alternatives

will not be considered, unless specifically allowed in the BDS.

### **18. Format and Signing of Bid**

- 18.1. The Bidder shall prepare one original of the documents comprising the Bid as described in Clause 12 of these Instructions to Bidders, bound with the volume containing the Bid Submission Form, and clearly marked "ORIGINAL." In addition, the Bidder shall submit copies of the Bid, in the number specified in the BDS, and clearly marked as "COPIES." In the event of discrepancy between them, the original shall prevail.
- 18.2. The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder, pursuant to Sub-Clauses 4.3(a) or 4.4(b), as the case may be. All pages of the Bid where entries or amendments have been made shall be initialled by the person or persons signing the Bid.
- 18.3. The Bid shall contain no alterations or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the Bidder, in which case such corrections shall be initialled by the person or persons signing the Bid.
- 18.4. The Bidder shall furnish information as described in the Bid Submission Form on commissions or gratuities, if any, paid or to be paid to agents relating to this Bid, and to contract execution if the Bidder is awarded the contract.

### **D. Submission of Bids**

#### **19. Sealing and Marking of Bids**

- 19.1. The Bidder shall seal the original and all copies of the Bid in two inner envelopes and one outer envelope, duly marking the inner envelopes as "ORIGINAL" and "COPIES".
- 19.2. The inner and outer envelopes shall:
  - 19.2.1. Be addressed to the Employer at the address provided in the BDS;
  - 19.2.2. Bear the name and procurement reference number of the Contract as defined in the SCC; and
  - 19.2.3. Provide a warning not to open before the specified time and date for Bid opening as defined in the BDS.
- 19.3. In addition to the identification required in Sub-Clause 19.2, the inner envelopes shall indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared late, pursuant to Clause 21.
- 19.4. If the outer envelope is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the Bid.

#### **20. Deadline for Submission of Bids**

- 20.1. Bids shall be delivered to the Employer at the address specified in ITB Sub-Clause 19.2© above no later than the time and date specified in the BDS.
- 20.2. The Employer may extend the deadline for submission of bids by issuing an amendment in accordance with Clause 10, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will then be subject to the new deadline.

#### **21. Late Bids**

21.1. Any Bid received by the Employer after the deadline prescribed in Clause 20 will be returned unopened to the Bidder.

## **22. Withdrawal, Substitution and Modification of Bids**

22.1. Bidders may withdraw, substitute or modify their bids by giving notice in writing before the deadline prescribed in Clause 20.

22.2. Each Bidder's withdrawal, substitution or modification notice shall be prepared, sealed, marked, and delivered in accordance with Clauses 18 and 19, with the outer and inner envelopes additionally marked "WITHDRAWAL", "SUBSTITUTION" or "MODIFICATION" as appropriate. The corresponding substitution or modification of the bid must accompany the written notice.

22.3. No Bid shall be modified after the deadline for submission of Bids.

22.4. Withdrawal of a Bid between the deadline for submission of bids and the expiration of the period of Bid validity specified in the BDS or as extended pursuant to Sub-Clause 15.2 may result in the forfeiture of the Bid Security pursuant to Clause 16.

22.5. Bidders may only offer discounts to, or otherwise modify the prices of their bids by submitting Bid substitutions or modifications in accordance with this clause, or included in the original Bid submission.

## **E. Bid Opening and Evaluation**

### **23. Bid Opening**

23.1. The Employer will open the bids, including substitutions and modifications made pursuant to Clause 22, in the presence of the bidders' representatives who choose to attend at the time and in the place specified in the BDS.

23.2. Envelopes marked "WITHDRAWAL" shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted pursuant to Clause 22 shall not be opened. Next, envelopes marked "SUBSTITUTION" shall be opened and read out and exchanged with the corresponding bid being substituted, and the substituted bid shall not be opened, but returned to the Bidder. . No bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at bid opening. Envelopes marked "MODIFICATION" shall be opened and read out with the corresponding bid. No bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at bid opening.

23.3. The bidders' names, the Bid prices, the total amount of each Bid and of any alternative Bid (if alternatives have been requested or permitted), any discounts, Bid modifications and withdrawals, the presence or absence of Bid Security, will all be announced by the Employer at the bid opening. Further, any such other details as the Employer may consider appropriate, will also be announced.

23.4. Bids, substitutions or modifications that are not opened and read out at bid opening shall not be considered for further evaluation, irrespective of the circumstances. In particular, any discount offered by a Bidder which is not read out at bid opening shall not be considered further.

23.5. The Employer will prepare minutes of the Bid opening, including the information disclosed to

those present in accordance with Sub-Clause 23.3.

23.6. No bid will be rejected at bid opening except for late bids, which will be returned unopened to the bidder, pursuant to ITB Clause 21.

#### **24. Process to be Confidential**

24.1. Information relating to the examination, clarification, evaluation and comparison of bids and recommendations for the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process until the award to the successful Bidder has been announced. Any effort by a Bidder to influence the Employer's processing of bids or award decisions may result in the rejection of his Bid.

#### **25. Clarification of Bids and Contacting the Employer**

25.1. To assist in the examination, evaluation and comparison of bids, the Employer may, at the Employer's discretion, ask any Bidder for clarification of the Bidder's Bid, including breakdowns of unit rates (or in the case of a lump sum contract, the prices in the Activity Schedule). The request for clarification and the response shall be in writing, but no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the bids in accordance with Clause 27.

25.2. Subject to sub-clause 25.1 no Bidder shall contact the Employer on any matter relating to its bid from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Employer, it should do so in writing.

25.3. Any effort by the Bidder to influence the Employer in the Employer's bid evaluation, bid comparison or contract award decisions may result in the rejection of the Bidder's bid.

#### **26. Examination of Bids and Determination of Responsiveness**

26.1. Prior to the detailed evaluation of bids, the Employer will determine whether each Bid (a) meets the eligibility criteria defined in ITB Clause 3; (b) has been properly signed; (c) is accompanied by the required securities; and (d) is substantially responsive to the requirements of the bidding documents.

26.2. A substantially responsive Bid is one, which conforms to all the terms, conditions, and specifications of the bidding documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works; (b) which limits in any substantial way, inconsistent with the bidding documents, the Employer's rights or the Bidder's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

26.3. If a Bid is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

#### **27. Correction of Errors**

27.1. Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors.

27.2. In the case of admeasurements contracts, errors will be corrected by the Employer as follows:

- 27.2.1. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the employer there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
- 27.2.2. If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- 27.2.3. If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.
- 27.3. In the case of admeasurements contracts, the amount stated in the Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, the Bid will be rejected, and the Bid Security may be forfeited in accordance with Sub-Clause 16.6(b).
- 27.4. In the case of lump sum contracts, if there is a discrepancy between the words and figures, the amount in words shall prevail.

## **28. Evaluation and Comparison of Bids**

- 28.1. The Employer will evaluate and compare only the bids determined to be substantially responsive in accordance with Clause 26.
- 28.2. In evaluating the bids, the Employer will determine for each Bid the evaluated Bid price by adjusting the Bid price as follows:
- 28.2.1. Making any correction for errors pursuant to Clause 27;
- 28.2.2. Excluding provisional sums and the provision, if any, for contingencies in the Bill of Quantities or Activity Schedule, but including Day work, where priced competitively;
- 28.2.3. Making an appropriate adjustment for any other acceptable variations, deviations, or alternative offers submitted in accordance with Clause 17; and
- 28.2.4. Making appropriate adjustments to reflect discounts or other price modifications offered in accordance with Sub-Clause 22.5.
- 28.3. The Employer reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors which are in excess of the requirements of the bidding documents or otherwise result in unsolicited benefits for the Employer will not be taken into account in Bid evaluation.
- 28.4. The estimated effect of any price adjustment conditions under Clause 47 of the Conditions of Contract, during the period of implementation of the Contract, will not be taken into account in Bid evaluation.

## **29. Domestic Preference**

- 29.1. No margin of preference shall apply.

## **F. Award of Contract**

### **30. Award Criteria and Notification of Proposed Award**

- 30.1. Subject to Clause 31, the Employer will award the Contract to the Bidder whose Bid has been

determined to be substantially responsive to the bidding documents and who has offered the lowest evaluated Bid price, provided that such Bidder has been determined to be (a) eligible in accordance with the provisions of Clause 3, and (b) qualified in accordance with the provisions of Clause 4.

- 30.2. Prior to expiry of the period of bid validity, the Employer shall notify all Bidders in writing of the successful bid, but this notification shall not constitute a contract award. This notification shall be made at least five working days prior to the award of contract in accordance with ITB Clause 32.

### **31. Employer's Right to Accept any Bid and to /or Reject any or all Bids**

- 31.1. Notwithstanding Clause 30, the Employer reserves the right to accept or reject any Bid, and to cancel the bidding process and reject all bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Employer's action.

### **32. Notification of Award and Signing of Agreement**

- 32.1. The Bidder whose Bid has been accepted will be notified of the award in writing by the Employer prior to expiration of the Bid validity period and following the elapse of the notification period in accordance with ITB Sub-Clause 30.2. This notification (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") will state the sum that the Employer will pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").
- 32.2. The notification of award will constitute the formation of the Contract, subject to the Bidder furnishing the Contract Security in accordance with Clause 33 and signing the contract in accordance with Sub-Clause 32.3.
- 32.3. The contract will incorporate all agreements between the Employer and the successful Bidder. It will be signed by the Employer and sent to the successful Bidder following the notification of award. Within 15 days of receipt, the successful Bidder will sign the contract and deliver it to the Employer.

### **33. Contract Security**

- 33.1. Within 15 days after receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Employer a Contract Security in the form of a Bank Guarantee, or in the case of Ethiopian contractors only, in the form of a Performance Bond, in the amount and denominated in the type and proportions of currencies specified in the Conditions of Contract.
- 33.2. Contract Securities issued by foreign banks or financial institutions shall be counter-guaranteed by an Ethiopian bank.
- 33.3. Failure of the successful Bidder to comply with the requirements of Sub-Clause 33.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security.

### **34. Adjudicator**

- 34.1. The Employer proposes the person named in the BDS to be appointed as Adjudicator under the Contract, at an hourly fee specified in the BDS, plus reimbursable expenses. If the Bidder disagrees with this proposal, the Bidder should so state in the Bid. If, in the Notice of Acceptance, the Employer has not agreed on the appointment of the Adjudicator, the

Adjudicator shall be appointed by the Appointing Authority designated in the SCC at the request of either party.

34.2. The Adjudicator shall act as an impartial expert to resolve disputes between the Parties as rapidly and economically as is reasonably possible. Unless otherwise specified in the contract or in any applicable rules for adjudication:

34.2.1. The Adjudicator's role may include, but not be limited to, requiring and examining any relevant documents and written statements, making site visits, using his own specialist knowledge and holding a hearing; and

34.2.2. The Adjudicator's decision shall reflect the legal entitlements of the Parties and his fair and reasonable view of how the dispute should be resolved.

### 35. Corrupt or Fraudulent Practices

35.1. The Government of the Federal Democratic Republic of Ethiopia (hereinafter called "the Government") requires that Employers, as well as Bidders and Contractors under government-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Government:

35.1.1. Defines, for the purposes of this provision, the terms set forth below as follows:

**"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 or omission 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.**

35.1.2. Will reject a recommendation for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the contract in question;

35.1.3. Will debar a Bidder from participation in public procurement for a specified period of time if it at any time determines that the firm has engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a contract.

35.2. Furthermore, Bidders shall be aware of the provision stated in sub-clause 59.2 of the General Conditions of Contract.

35.3. Any Bidder may seek administrative review, in accordance with Section 51 of the Public Procurement Proclamation, of an act or omission by an Employer, which it considers to be in breach of the Proclamation. Any application for review must be submitted in writing to the head of the Employer, within five working days from the date the Bidder knew, or should have known, of the circumstances giving rise to the complaint. If the head of the Employer does not issue a decision within fifteen days, or the Bidder is not satisfied with the decision, the Bidder may submit a complaint to the Public Procurement Agency.

## Section 2. Bid Data Sheet

Instructions to Bidders (ITB) reference	Data relevant to ITB
<b>A. General</b>	
<b>ITB 3.2</b>	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:
<b>ITB 3.2(a)</b>	The mandated public body for the registration of contractors is: <i>Ministry of works and Urban Development or other appropriate federal and regional Bureaus for the Contractors registration certificates.</i>
<b>B. Bidding Documents</b>	
<b>ITB 9.1</b>	For <b><u>clarification purposes</u></b> only, the Employer's address is:  Attention: <i>Noel McIntosh</i> <i>Crown Agent -Ethiopia,</i> <i>HCR-c Projects</i> Street Address: <i>Bole Road</i> Floor/Room number: <i>Sevita building 4<sup>th</sup> floor</i> Town/City: <i>Addis Ababa</i> PO Box No/Postal Code: --- Country: <i>Ethiopia</i> Telephone: <i>251-11-011 662 89 69/71</i> Facsimile number: <i>251- 011 662 89 73</i> Electronic mail address:
<b>C. Preparation of Bids</b>	
<b>ITB 12.1 (f)</b>	<i>The Bidder shall submit with its bid the following additional documents or information:</i>  <i>None</i>
<b>ITB 13.1</b>	The Contract is an <i>admeasurements</i> Contract.
<b>ITB 13.3</b>	The Bidder <i>shall</i> provide a breakdown of rates and prices

Instructions to Bidders (ITB) reference	Data relevant to ITB
ITB 15.1	Bids shall remain valid for <i>90</i> days.
ITB 15.3	<i>Adjustment of Bid prices would be according to GCC clause 47.</i>
ITB 16.1	The amount of the bid security shall be ETB 5,000.00 (Five Thousand ETB).
ITB 17.1	Alternative proposals to the requirements of the bidding documents <i>will not</i> be permitted.
ITB 18.1	In addition to the original <i>of the bid, the number of copies is: Two</i>
<b>D. Submission of Bids</b>	
ITB 19.2(a)	<p>For <b>bid submission purposes</b> only, the Employer's address is :</p> <p>Attention: <i>Noel McIntosh, Chief of Party</i>  <i>Crown Agent -Ethiopia,</i>  <i>HCR-c Projects</i></p> <p>Street Address: <i>Bole Road</i>  Floor/Room number: <i>Sevita building 4<sup>th</sup> floor</i>  Town/City: <i>Addis Ababa</i>  PO Box No/Postal Code: ---  Country: <i>Ethiopia</i>  Telephone: <i>251-11-</i>  Facsimile number:  Electronic mail address:</p>
ITB 20.1	<p>The deadline for bid submission is:</p> <p>Date: _____</p> <p>Time: _____</p>
ITB 23.1	<p>The bid opening shall take place at:</p> <p>Street Address: <i>Bole Road</i>  Floor/Room number: <i>Sevita building 4<sup>th</sup> floor</i>  Town/City: <i>Addis Ababa</i>  PO Box No/Postal Code: ---  Country: <i>Ethiopia</i>  Date: <i>The same day</i></p>

Instructions to Bidders (ITB) reference	Data relevant to ITB
	Time: <i>At 2.00PM</i>
<b>F. Award of Contract</b>	
<b>ITB 34.1</b>	<i>Adjudicator will be appointed on occurrence by the agreement of the two parties</i>

## 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:

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

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 *five years* of at least *ETB 400,000.00*;
- (b) Experience as prime contractor in the construction of at least *five public Facilities* over the last *five* years (to comply with this requirement, works cited should be at least 70 percent complete);
- (c) Proposals for the timely acquisition (own, lease, hire, etc.) of the following essential equipment:

<i>Item</i>	<i>Equipment Type</i>	<i>Required Number</i>
<i>1</i>	<i>Concrete mixer, 250lt</i>	<i>1</i>
<i>2</i>	<i>Concrete vibrator</i>	<i>1</i>

- (d) Personnel with the following qualifications and experience:

*The Contractor's personnel shall include the following key personnel.*

#### *i) Project Manager*

- *A minimum of B.Sc. Degree in Civil Engineering or related fields with 2 years experience or Advance Diploma in Civil Engineering or related fields five (5) years experience on construction projects.*

- *Experience as Project Manager or Team Leader on one (1) and two (2) building projects for the above qualifications respectively.*
- *Experience in use of Microsoft office excel, computer aided design and drafting.*

*ii) Supervising Engineer*

- *A Minimum of Advance Diploma in Civil Engineering or related fields with two (2) years experience or Diploma in Building Construction or related fields with at least five (5) years experience in building construction projects.*
- *One (1) and three (3) years extensive involvement in building construction projects as a site supervisor for the above qualifications respectively.*

*iii) General Forman*

- *A minimum of certificate from Technical School and three (3) years experience in building construction projects.*
- *Experience as a Forman on two (2) building construction projects.*

- (e) Liquid assets and/or credit facilities, net of other contractual commitments and exclusive of any advance payments which may be made under the Contract, of no less than *ETB 50,000*;

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 Form
- Priced Schedules
- Bid Security Form (Bank Guarantee)
- Qualification Information Form

Note: All forms shown the information to be completed by the Bidder in bold 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. 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 34 of the Instructions to Bidders.

## Bid Submission Form

Date: **[insert date]**

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

Page **[insert page number]** of **[insert total number of pages]** pages

To: **[insert complete name of Employer]**

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 required is Ethiopian 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 35 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.
- (l) We accept the appointment of **[insert name of adjudicator proposed in the BDS]** as the Adjudicator. **[or]** We do not accept the appointment of **[insert name of adjudicator proposed in the BDS]** as the Adjudicator, and propose instead that **[insert name]** be appointed as Adjudicator, whose daily fees and biographical data are attached.

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

**Name: [insert complete name of person signing the Bid]**

Duly authorized to sign the bid for and on behalf of: **[insert complete name of Bidder]**

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ **[insert date of signing]**

Note to Bidders: Bidders shall submit a fully priced Bills of Quantities for Admeasurement 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: **[insert date]**

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

Page **[insert page number]** of **[insert total number of pages]** pages

To: **[insert complete name of Employer]**

Whereas **[insert complete name of Bidder]** (hereinafter “the Bidder”) has submitted its bid dated **[insert date (as day, month and year) of bid submission]** for procurement reference no. **[insert procurement reference no]** for the construction of **[insert name of Contract]**, hereinafter called “the Bid.”

KNOW ALL PEOPLE by these presents that WE **[insert complete name of bank issuing the Bid Security]**, of **[insert city of domicile and country of nationality]** having our registered office at **[insert full address of the issuing institution]** (hereinafter “the Bank”), are bound unto **[insert complete name of the Employer]** (hereinafter “the Employer”) in the sum of **[specify in words the amount and currency of the bid security (specify the amount and currency in figures)]**, 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 **[insert day in numbers]** day of **[insert month]**, **[insert year]**.

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: **[insert complete name of person signing the Bid Security]** In the capacity of **[insert legal capacity of person signing the Bid Security]**

Signed: **[insert signature of person whose name and capacity are shown above]**

Duly authorized to sign the bid for and on behalf of: **[insert complete name of bank]**

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ **[insert date of signing]**

## **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.

# Section 6. Schedule of Requirements

## Contents

<b>A. Scope of Works.....</b>	<b>25</b>
<b>B. Technical Specifications.....</b>	<b>26</b>
<b>C. Drawings .....</b>	<b>27</b>
<b>D. Bill of Quantities or Activity Schedule.....</b>	<b>28</b>

## **A. Scope of Works**

## **B. Technical Specifications**

### **C. Drawings**

<b>List of Drawings</b>	
<b>Drawing Number</b>	<b>Drawing Title</b>

## **D. Bill of Quantities or Activity Schedule**

*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: **[attach copy]**

Place of registration: **[insert]**

Principal place of business: **[insert]**

Power of attorney of signatory of Bid: **[attach]**

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: **[insert details below and state average]**

Year:					
Volume:					

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)			

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)
(b)
etc.

1.5 Qualifications and experience of key personnel proposed for administration and execution of the Contract. Attach biographical data.

Position	Name	Qualifications	Years of experience (general)	Years of experience in proposed position
(a)				
(b)				

1.6 Proposed subcontracts and firms involved.

Sections of the Works	Value of subcontract	Subcontractor (name and address)	Experience in similar work
(a)			
(b)			

1.7 Financial reports for the last five 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)		
(b)		

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 of the Instructions to Bidders, if applicable.

## Section 7: General Conditions of Contract

### Table of Clauses

<b>A.</b>	<b>General .....</b>	<b>34</b>
1.	Definitions .....	34
2.	Interpretation .....	35
3.	Language and Law .....	35
4.	Engineer's Decisions .....	36
5.	Delegation .....	36
6.	Communications .....	36
7.	Subcontracting.....	36
8.	Other Contractors .....	36
9.	Personnel .....	36
10.	Employer's and Contractor's Risks .....	36
11.	Employer's Risks .....	36
12.	Contractor's Risks .....	37
13.	Insurance .....	37
14.	Site Investigation Reports.....	37
15.	Queries about the Special Conditions of Contract.....	37
16.	Contractor to Construct the Works .....	37
17.	The Works to Be Completed by the Intended Completion Date .....	37
18.	Approval by the Engineer.....	38
19.	Safety.....	38
20.	Discoveries .....	38
21.	Possession of the Site .....	38
22.	Access to the Site .....	38
23.	Instructions .....	38
24.	Disputes.....	38
25.	Procedure for Disputes .....	38
26.	Replacement of Adjudicator.....	39
<b>B.</b>	<b>Time Control.....</b>	<b>39</b>
27.	Program .....	39
28.	Extension of the Intended Completion Date.....	39
29.	Acceleration .....	39
30.	Delays Ordered by the Engineer.....	40
31.	Management Meetings .....	40
32.	Early Warning .....	40
<b>C.</b>	<b>Quality Control.....</b>	<b>40</b>
33.	Identifying Defects .....	40
34.	Tests .....	40
35.	Correction of Defects .....	40
36.	Uncorrected Defects .....	40
<b>D.</b>	<b>Cost Control.....</b>	<b>41</b>
37.	Bill of Quantities or Activity Schedule .....	41
38.	Change in the Bill of Quantities or Activity Schedule .....	41
39.	Variations .....	41
40.	Payment for Variations.....	41
41.	Cash Flow Forecasts.....	42
42.	Payment Certificates.....	42
43.	Payments .....	42
44.	Compensation Events .....	43
45.	Tax.....	43
46.	Currencies.....	43
47.	Price Adjustment .....	43
48.	Retention .....	44

---

49.	Liquidated Damages .....	44
50.	Bonus.....	44
51.	Advance Payment.....	45
52.	Securities .....	45
53.	Dayworks .....	45
54.	Cost of Repairs .....	45
<b>E.</b>	<b>Finishing the Contract .....</b>	<b>45</b>
55.	Completion .....	45
56.	Taking Over.....	46
57.	Final Account .....	46
58.	Operating and Maintenance Manuals .....	46
59.	Termination .....	46
60.	Payment upon Termination .....	47
61.	Property .....	47
62.	Release from Performance .....	47

## 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 Amharic and the law governing the Contract is that of the Federal Democratic Republic of Ethiopia.

#### **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 an 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 Admeasurements 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 Admeasurements 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 Admeasurements 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 Admeasurements 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 Admeasurements 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 Admeasurements 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 Admeasurements 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 Admeasurements 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.

#### **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 Admeasurements 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 Ethiopian 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 All payments shall be made in Ethiopian Birr.

#### **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

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

Where:

**pn** is a price adjustment factor to be applied to the amount 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 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.

- 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. 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 amount 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, denominated in Ethiopian Birr in the amount of 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 Ethiopian Birr. 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. Dayworks**

53.1 If applicable, the Dayworks 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 Dayworks 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 Dayworks subject to obtaining signed Dayworks 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 either 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.

Deleted:  
Deleted:  
Formatted: Left: 89.85 pt, Right: 89.85 pt, Width: 595.35 pt, Height: 842 pt

## Section 6: 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
<p><b>GCC 1.1</b></p>	<p>The Employer is Noel McIntosh, Project Director Crown Agents Consultancy Inc. , HCR Project Tel. 251-11 662 89 69/71 Fax: 251-11 662 89 73 P.O. Box Bole Road Addis Ababa, Ethiopia</p> <p>The <b>Engineer is CAC/HCR Project Director</b> The name and procurement reference number of the Contract is HCR Project, 663-C-00-06-00428-00. Bid No HCR- _____ - __/07.</p> <p>The Works consists of:-</p> <hr/> <hr/> <p>The Site is located in _____ in _____ <b>Regional State.</b></p> <p>The Start Date shall be __ days from the date of letter of acceptance. The Intended Completion Date for the whole of the Works shall be _____ Calendar Days.</p>
	<p>The following documents also form part of the Contract: Addenda (if any) Performance Bond / Contract Security Advance Payment Security Form</p>
<p><b>GCC 3.1</b></p>	<p>Amend the contract language to be English</p>
<p><b>GCC 6.2</b></p>	<p>All communications with the U.S. Government or the Prime Contractor concerning the Contract or the Project of which it forms a part shall be made</p>

Deleted: 7

Deleted: GCC 2.3

[1]

Deleted:  
Deleted:

GCC Clause Reference	Special Conditions
	<i>through CAC/HCR PROJECT unless otherwise authorized by CAC/HCR PROJECT. If Contractor is called upon by the U.S. Government to communicate regarding the Contract or the Project, Contractor shall notify and consult with the Project Director before responding.</i>
<b>GCC 8.1</b>	<i>The Schedule of Other Contractors will be considered as additional information to the contract but not as integral part of the Contract</i>
<b>GCC 9.1</b>	<i>The Schedule of Key Personnel is not part of the Contract</i>
<b>GCC 9.2</b>	<i>Contractor acknowledges that this Contract is an important part of the U.S. Foreign Assistance Program and agrees that its operations and those of its employees in the Cooperating Country will be carried out in such a manner as to be fully commensurate with the responsibility which this entails. Contractor also agrees to be subject to the guidance of the USAID Mission Director on such matters as (s) he may deem necessary in the foreign policy of the U.S. Government. In the event that the conduct of any Contractor employee is deemed not to be in accordance with the requirements of this Article, CAC/HCR PROJECT shall consult with USAID and relay the decision of USAID regarding step(s) that need to be taken. The Parties recognize the right of the U.S. Ambassador to direct the removal from a country of any U.S. citizen or the discharge from this Contract of any third country national or Cooperating Country national when, at the Ambassador's discretion, the interests of the U.S. Government so require. Under these circumstances, termination of an employee and replacement by an acceptable substitute shall be at no cost to CAC/HCR PROJECT or USAID. If it is determined that the services of such employee shall be terminated, Contractor shall use its best efforts to cause the return of such employee to the U.S. or point origin as appropriate.</i>

Deleted:  
Deleted:

GCC Clause Reference	Special Conditions
<p><b>GCC 11.1</b></p>	<p>The Employer’s risks specified in the GCC are amended as follows: -</p> <ul style="list-style-type: none"> <li>(a) insofar as they directly affect the execution of the Works in the country:                             <ul style="list-style-type: none"> <li>(i) war and hostilities (whether war be declared or not), invasion, act of foreign enemies;</li> <li>(ii) rebellion, revolution, insurrection, or military or usurped power, or civil war;</li> <li>(iii) ionizing radiations, or contamination by radioactivity from any nuclear fuel, or from any unclear waste from the combustion of nuclear fuel, radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;</li> <li>(iv) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds;</li> <li>(v) riot, commotion or disorder, unless solely restricted to the employees of the Contractor or of his Subcontractors and arising from the conduct of the Works;</li> </ul> </li> <li>(b) loss or damage to the extent that it is due to the design of the Works, other than any part of the design provided by the Contractor or for which the Contractor is responsible; and</li> <li>(c) any operation of the forces of nature (insofar as it occurs on the Site) which an experience contractor:                             <ul style="list-style-type: none"> <li>(i) could not have reasonably foreseen, or</li> <li>(ii) could reasonably have foreseen, but against which he could not reasonably have taken at least one of the following measures:                                     <ul style="list-style-type: none"> <li>(A) prevent loss or damage to physical property from occurring by taking appropriate measures, or</li> <li>(B) insure against such loss or damage.”</li> </ul> </li> </ul> </li> </ul>
<p><b>GCC 13.1</b></p>	<p><i>(a) Contractor shall indemnify and hold harmless CAC/HCR PROJECT and its officers, directors, employees and agents from and against all claims, damages, losses and expenses with respect to the death, injury or disability of any persons and damage to or destruction of any property (including loss of use) arising out of, resulting from or connected in any way with the performance of this Contract by Contractor or Contractor’s officers, employees, agents, subcontractors or their officers or employees. Contractor shall, at its own expense, defend all suits or claims (whether or not false, fraudulent or groundless) by third parties alleging such injury or damage and shall pay all reasonable charges of attorneys, court costs, awards and all other costs and expenses in connection therewith. This provision shall survive expiration or termination of this Contract.</i></p>

Formatted: Indent: Left: 87.05 pt

Formatted: Right: -3.7 pt, Space Before: 0 pt, After: 0 pt

Deleted: G

Formatted: Bullets and Numbering

Deleted:

Deleted:

GCC Clause Reference	Special Conditions
<b>GCC 19.2</b>	<i>Contractor shall be solely responsible for the safety of all activities on Site. In addition, both Parties recognize that the Works to be constructed pursuant to this Contract will directly affect, and be crucial to the preservation of, human health, safety and security; the Contractor shall therefore keep the foregoing in mind in obtaining required goods and materials and performing all Contract work, ensuring achievement of a level of quality and functionality commensurate with the seriousness of the endeavor.</i>
<b>GCC 24.2</b>	<i>Contractor shall immediately notify CAC/HCR PROJECT (providing all relevant information) whenever it knows, or has reason to know, that any actual or potential labor dispute is delaying or threatens to delay the timely performance of the Contract.</i>
<b>GCC 25.2</b>	<i>Notwithstanding any other provision of this Contract, any action by a cognizant U.S. Government official purporting to act within his/her authority under or in connection with the Prime Contract or the present Contract, that binds CAC/HCR PROJECT shall also bind Contractor to the extent that it relates to or affects the Contract. If requested by Contractor in writing, CAC may agree at Contractor's expense to file a claim with USAID. The Contractor shall reimburse all costs incurred by CAC/HCR PROJECT without charge to this Contract.</i>
<b>GCC 25.3</b>	<i>Binding Law is the Federal Democratic Republic of Ethiopia</i>
<b>GCC 26.1</b>	<i>Will be determined on the occurrence between the agreement of the two parties</i>
<b>GCC 27.1</b>	<i>The Contractor shall submit a revised Program for the Works within 7 days of delivery of the Notice of Acceptance.</i>
<b>GCC 27.3</b>	<i>The period between Program updates is varying from site to site. The amount to be withheld for late submission of an updated Program is ETB 100 per day of delay.</i>
<b>GCC 30.2</b>	<i>SUSPENSION OF WORK (APR 1984) (a) The Engineer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Engineer determines appropriate for the convenience of the Government. (b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted 1) by an act of the Engineer in the administration of this contract, or 2) by the Engineer's failure to act within the time specified in this</i>

Deleted:  
Deleted:

GCC Clause Reference	Special Conditions
	<p><i>contract (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption, and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause including the fault or negligence of the Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this contract.</i></p> <p><i>(c) A claim under this clause shall not be allowed—</i></p> <ol style="list-style-type: none"> <li><i>1) For any costs incurred more than 20 days before the Contractor shall have notified the Engineer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order); and</i></li> <li><i>2) Unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.</i></li> </ol>
<p><b>GCC 34.2</b></p>	<p><i>Inspection and Tests</i></p> <p><b>INSPECTION OF CONSTRUCTION (AUG 1996)</b></p> <ol style="list-style-type: none"> <li><i>a) Definition. “Work” includes, but is not limited to, materials, workmanship, and manufacture and fabrication of components.</i></li> <li><i>b) The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements. The Contractor shall maintain complete inspection records and make them available to the Government. All work shall be conducted under the general direction of the Engineer and is subject to Government inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.</i></li> <li><i>c) Government inspections and tests are for the sole benefit of the Government and do not—</i> <ol style="list-style-type: none"> <li><i>1) Relieve the Contractor of responsibility for providing adequate quality control measures;</i></li> <li><i>2) Relieve the Contractor of responsibility for damage to or loss of the material before acceptance;</i></li> <li><i>3) Constitute or imply acceptance; or</i></li> <li><i>4) Affect the continuing rights of the Government after acceptance of the completed work under paragraph (i) of this section.</i></li> </ol> </li> <li><i>d) The presence or absence of a Government inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specification without</i></li> </ol>

Deleted:

Deleted:

GCC Clause Reference	Special Conditions
	<p><i>the Engineer’s written authorization.</i></p> <p><i>e) The Contractor shall promptly furnish, at no increase in contract price, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Engineer. The Government may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes re-inspection or retest necessary. The Government shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in the contract.</i></p> <p><i>f) The Contractor shall, without charge, replace or correct work found by the Government not to conform to contract requirements, unless in the public interest the Government consents to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.</i></p> <p><i>g) If the Contractor does not promptly replace or correct rejected work, the Government may—</i></p> <ol style="list-style-type: none"> <li><i>1) By contract or otherwise, replace or correct the work and charge the cost to the Contractor; or</i></li> <li><i>2) Terminate for default the Contractor’s right to proceed.</i></li> </ol> <p><i>h) If, before acceptance of the entire work, the Government decides to examine already completed work by removing it or tearing it out, the Contractor, on request, shall promptly furnish all necessary facilities, labor, and material. If the work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray the expenses of the examination and of satisfactory reconstruction. However, if the work is found to meet contract requirements, the Engineer shall make an equitable adjustment for the additional services involved in the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.</i></p> <p><i>i) Unless otherwise specified in the contract, the Government shall accept, as promptly as practicable after completion and inspection, all work required by the contract or that portion of the work the Engineer determines can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the Government’s rights under any warranty or guarantee.</i></p>
<b>GCC 35.1</b>	<i>The Defects Liability Period is up to 12 month from provisional acceptance, however due to the nature and size of the project, this period will vary and determine by the Employer.</i>
<b>GCC 37.1</b>	<i>This Contract is an <b>admeasurements</b> Contract.</i>

Deleted:

Deleted:

GCC Clause Reference	Special Conditions
GCC 42.1	The Contractor shall submit to the Engineer invoice at such time as defined in Sub-Clause 43.1 below
GCC 42.2	The Engineer shall check the work as defined in Sub-Clause 43.1 below, to ensure that the works has been completed in accordance with the Technical Specifications and drawings, prior to recommending the payment be made. This interim inspection does not imply or approve acceptance of the works.
GCC 43.1	<p>a) Contractor may invoice, and shall promptly be paid by CAC/HCR PROJECT subject to any other provisions of this Contract, for the following percentages of the Price upon successful performance of specific milestones:</p> <ol style="list-style-type: none"> <li>1) Initial Payment after 7 (Seven) calendar days from the date of handing over of the site, equivalent to 20% of contract value.</li> <li>2) Interim Payment on completion of concrete and block work (up to tie top beam level) for new works or major modification works, external installation of sanitary, electrical and/or completion of septic tank, dry latrine, ash pit, soak away pit, placenta pit ...etc for renovation works equivalent to 45% of contract value.</li> <li>3) Final Payment, on issue of the Final Acceptance Certificate, equivalent to 30% of contract value.</li> </ol> <p>Retention Sum, to include the Defect Liability Period of 1 year, equivalent to 5% of contract value.</p> <p>(b) Each invoice to be submitted in accordance with this Article shall be accompanied by such supporting documents as the Project Director may reasonably prescribe, by written notice to Contractor. In addition, each invoice shall contain a certification, manually signed by an official authorized to bind the Contractor, as follows:</p> <p>“I hereby certify, to the best of my knowledge and belief, that - -</p> <ol style="list-style-type: none"> <li>(1) The amounts requested are due and owing under, and are only for performance in accordance with the Specifications and other terms and conditions of, CAC/HCR PROJECT Contract no. 663-C-00-06-00428-00;</li> <li>(2) All payments due to subcontractors and suppliers from previous payments received under the Contract have been made, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements and other applicable requirements;</li> <li>(3) This request for payment does not include any amounts which are intended to be withheld or retained from a subcontractor or supplier in accordance with the terms and conditions of the subcontract;</li> </ol>

GCC Clause Reference	Special Conditions															
	<p>(4) This certification is not to be construed as final acceptance of a subcontractor’s performance; and</p> <p>(5) Contractor will promptly make full refund of any amount subsequently determined by CAC/HCR PROJECT or the U.S. Government to have been paid based on erroneous, false or fraudulent information, or to have otherwise not been earned under, or to have been in violation of, the Contract.”</p>															
<b>GCC 44.1</b>	Compensation is not applicable to this contract															
<b>GCC 45.1</b>	The Employer shall adjust the Contract Price if taxes, duties and other levies are changed that subsequently affect the Contract Price.															
<b>GCC 47.1</b>	<p>The contract is subject to price adjustment as follows:-</p> <p>Delete sub – clause 47.1 in its entirety and replace by:-</p> <p>“The adjustment to amounts payable in monthly statements in respect of changes in cost and legislation shall be determined based on basic material prices submitted during tendering period. The basic material prices shall be submitted as follows:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Item No.</th> <th style="text-align: center;">Description of Materials</th> <th style="text-align: center;">Source of Material</th> <th style="text-align: center;">Unit of Measurement</th> <th style="text-align: center;">Base Price of Material/Unit</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td>Cement</td> <td></td> <td></td> <td></td> </tr> <tr> <td style="text-align: center;">2</td> <td>Reinforcement Steel</td> <td></td> <td></td> <td></td> </tr> </tbody> </table> <p>Tenderers are required to fill the above table and should also provide quotations for the base price in Addis Ababa and price adjustment shall be performed in comparison with the quoted base price in Addis Ababa and the current price of the said materials in Addis Ababa. The difference in costs of only the above materials will be paid the contractor as price adjustment.</p> <p>1) The source of material shall be subject to the approval of the Employer for its reputation and reliability.”</p> <p>2) The Base prices shall be prices obtained from the Tenderer’s suppliers valid at a date 15 days prior to the date for submission of tenders</p> <p>3) Base price for cement shall be ex- factory price at Addis Ababa of</p>	Item No.	Description of Materials	Source of Material	Unit of Measurement	Base Price of Material/Unit	1	Cement				2	Reinforcement Steel			
Item No.	Description of Materials	Source of Material	Unit of Measurement	Base Price of Material/Unit												
1	Cement															
2	Reinforcement Steel															

Deleted:

Deleted:

GCC Clause Reference	Special Conditions
	<i>Mugher cement factory.</i>
<b>GCC 48.1</b>	<i>This clause should be seen in line to sub clause GCC 35.1</i>
<b>GCC 50.1</b>	<i>The Bonus for the whole of the Works is not applicable to this contract</i>
<b>GCC 54.2</b>	<i>If a claim for damages or a right to any other form of relief, whether based on contract, indemnity, negligence or otherwise should arise in connection with this Contract, the claiming Party shall take all necessary measures to mitigate the damages or loss to the extent that this can be accomplished without unreasonable cost or inconvenience. In no event shall any such claim or relief include or permit recovery of exemplary or consequential damages, however described.</i>
<b>GCC 59.2</b>	<p><i>h) Contractor shall strictly ensure that it and its officers, directors, employees, agents, consultants and subcontractors avoid</i></p> <ol style="list-style-type: none"> <li><i>1) any actions in violation of (or that might reasonably be considered to be in violation of) U.S. Government laws, regulations, rules and policies relating to ethics, integrity and proper business practices; and</i></li> <li><i>2) any corrupt practice (including without limitation the offering, giving, receiving or soliciting of anything of value to influence the action of any public official or any officer, employee or director of CAC/HCR PROJECT or Contractor) or fraudulent practice (including without limitation misrepresentation of facts to influence a procurement action or Contract execution or administration), to the actual or potential detriment of CAC/HCR PROJECT, the U.S. Government, or the Cooperating Country. If an issue should arise concerning compliance with this Article, Contractor shall immediately provide CAC/HCR PROJECT with written notice describing the issue, all pertinent facts as known on the date of the notice, any conclusions reached by Contractor as of that date, and any corrective actions proposed. Failure to respond aggressively and appropriately to such issues may be treated by CAC/HCR PROJECT as a material Contract breach. Contractor shall indemnify and hold CAC/HCR PROJECT harmless for any costs, delays, losses, damages or other liabilities (including without limitation reasonable costs and fees of attorneys and expert consultants and costs and fees incurred in connection with U.S. government investigations) incurred by CAC/HCR PROJECT as a result of any occurrences covered by this Article, or any allegations relating to purported occurrences of this nature.</i></li> </ol>

Deleted:  
Deleted:

**GCC 59.4**

**TERMINATION FOR CONVENIENCE OF THE GOVERNMENT**

The Engineer, by written notice, may terminate this contract, in whole or in part, when it is in the interest of the US Government. If this contract is terminated, the rights, duties, and obligations of the parties, including compensation to the Contractor, shall be in accordance with the following sub clauses:

- a) If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract including any extension, or fails to complete the work within this time, the Government may, by written notice to the Contractor, terminate the right to proceed with the work (or the separable part of the work) that has been delayed. In this event, the Government may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Government resulting from the Contractor's refusal or failure to complete the work within the specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Government in completing the work.
- b) The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause, if—
  - 1) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include—
    - I. Acts of God or of the public enemy,
    - II. Acts of the Government in either its sovereign or contractual capacity,
    - III. Acts of another Contractor in the performance of a contract with the Government,
    - IV. Fires,
    - V. Floods,
    - VI. Epidemics,
    - VII. Quarantine restrictions,
    - VIII. Strikes,
    - IX. Freight embargoes,
    - X. Unusually severe weather, or
    - XI. Delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and the subcontractors or suppliers; and
  - 2) The Contractor, within 10 days from the beginning of any delay (unless extended by the Engineer), notifies the Engineer in writing of the causes of delay. The Engineer shall ascertain the facts and the extent of delay. If, in the judgment of the Engineer,

Deleted: FAR 52.249-1 Termination for Convenience of the Government (Fixed-Price) (Short Form).

Deleted: (FIXED-PRICE) (SHORT FORM) (APR 1984)

Deleted:

Deleted: Government's

Deleted: Part 49 of the Federal Acquisition Regulation in effect on the date of this contract. (End of clause) FAR 52.249-10 Default (Fixed-Price Construction). As prescribed in 49.504(c)(1), insert the following clause:

Deleted: DEFAULT (FIXED-PRICE CONSTRUCTION) (APR 1984)

Deleted:  
Deleted:

*the findings of fact warrant such action, the time for completing the work shall be extended. The findings of the Engineer shall be final and conclusive on the parties, but subject to appeal under the Disputes clause.*

*c) If, after termination of the Contractor’s right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Government.*

*d) The rights and remedies of the Government in this clause are in addition to any other rights and remedies provided by law or under this contract.*

**ADDITIONAL CLAUSES**  
*Add the following Clauses and Sub Clauses 63.1 to – inclusive*

**SCC 63.1** ***Authorized Geographic Code***

*All commodities, services and subcontractors pursuant to this Contract shall be from the Authorized Geographic Code and comply with the requirements of the following, as from time to time amended:*

*(a) AIDAR 752.225-70, SOURCE, ORIGIN AND NATIONALITY REQUIREMENTS; (2) AIDAR 752.225-71, LOCAL PROCUREMENT; and (3) USAID Regulation 28, 22 CFR Part 228, “Rules on Source, Origin and Nationality for Commodities and Services Financed by USAID.” The Authorized Geographic Code for this Contract is Code 935 as defined in 22 CFR 228.03( c), which includes the U.S., Iraq and all other countries other than Foreign Policy Restricted Countries (Cuba, Iran, Laos, Libya, North Korea and Syria). In no case will procurement of commodities or services, or from subcontractors, be approved from a Foreign Policy Restricted Country. With respect to commodities furnished pursuant to the Contract, Contractor shall ensure compliance with USAID marking requirements in AIDAR 752.7009 at no extra charge.*

Deleted:

**SCC 64.1** ***Restrictions on Certain Purchases.***

*Unless otherwise authorized in writing by CAC/HCR PROJECT on a case-by-case basis, Contractor shall not acquire any supplies or services for use in Contract performance from Cuba, Iran, Iraq, Libya, North Korea or Sudan.*

Deleted:

**SCC 65.1** ***U.S. Government Facilities or Personnel***

*Contractor and its employees and consultants are not allowed to use CAC/HCR PROJECT or U.S. Government facilities (e.g., office space or equipment) or personnel in the performance of Contract services unless and except to the extent that CAC/HCR PROJECT specifically authorizes such use in advance in writing. If at any time it is determined that such use has nevertheless occurred without authorization, CAC/HCR PROJECT may, at its*

Deleted: ¶

Deleted:  
Deleted:

	<i>sole option, deduct the value of such facilities or personnel from any payment(s) otherwise due to Contractor.</i>
<b>SCC 66.1</b>	<b>No Encumbrances</b> <i>Contractor shall not pledge, assign, hypothecate, lien, or otherwise encumber the plant, equipment, materials and supplies used or for use in performing this Contract.</i>
<b>SCC 67.1</b>	<b>U.S. Government-Required Certifications</b> <i>Contractor shall, upon request, promptly furnish to CAC/HCR PROJECT any standard certification required by any U.S. Government law, regulation or policies in effect on the Effective Date of this Contract or enacted thereafter. As used in this article 29, the word “certification” shall include without limitation any plan or course of action or record keeping function, representation or document of similar tenor.</i>
<b>SCC 68.1</b>	<b>Independent Contractor</b> <i>The Parties acknowledge that the relationship between Contractor and CAC/HCR PROJECT pursuant to this Contract is that of an independent contractor, and nothing contained herein shall be deemed to create a relationship of partners, joint venturers, agent and principal, employer and employee, or any relationship other than that of independent contractor. At no time shall either party make or purport to make any commitments or incur any charges, expenses or other obligations for or in the name of the other Party.</i>

Deleted: Page Break  
Deleted: ¶

<b>SCC 69.1</b>	<b><u>Audits and Recordkeeping</u></b> <i>The U.S. Government’s Comptroller General, or an authorized representative, shall have access to and the right to examine any of the Contractor’s directly pertinent records involving transactions related to this Contract or subcontracts under it. However, this Article may not be construed to require Contractor or any subcontractor to create or maintain any record not maintained in the ordinary course of business or pursuant to a provision of applicable law. As used in this Article, “records” includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in the form of a writing, computer data, or any other form. Contractor shall make available at its office at all reasonable times the records, materials and other evidence described in this Article for examination, audit or reproduction until three (3) years after final payment under (or any earlier termination of) this Contract, provided, however, that in the event of any claims, appeals or litigation arising under or relating to the Contract, Contractor shall retain and provide access under this Article to records until such claims, appeals or litigation are finally resolved.</i>
-----------------	--

Deleted:

Deleted:

Deleted:

Deleted: ¶

SCC 70.1

*Confidentiality.*

- a. *Information which either Party may disclose to the other shall not be deemed to be confidential and shall be acquired free from any restriction, unless the information is proprietary to the disclosing Party and, if it is disclosed in tangible form, the disclosing Party marks such information as “Proprietary,” “Restricted,” or “Confidential.” Any confidential information disclosed verbally must be expressly identified as confidential at the time of disclosure and thereafter reduced to tangible form with a copy, prominently marked as aforesaid, delivered to the receiving Party within ten (10) days of the verbal disclosure. When a writing contains both confidential and non-confidential information, the disclosing Party shall specifically note which information is deemed confidential.*
- b. *Each Party shall exercise the same degree of care to avoid the publication or dissemination of the other Party’s confidential information as it affords to its own confidential information of a similar nature which it desires not to be published or disseminated. Confidential information disclosed under this Contract shall only be used by the receiving Party in the furtherance of this Contract and the performance of its obligations hereunder.*
- c. *The obligation of the Parties not to disclose confidential information shall survive the expiration or termination of this Contract. However, neither Party shall be obligated to protect confidential information of the other which: (1) is rightfully received by the receiving Party from another person without restriction; (2) is known to or developed by the receiving Party independently without use of the confidential information; (3) is or becomes generally known to the public by other than a breach of duty hereunder by the receiving Party; (4) has been or is hereafter furnished to others without restriction on disclosure; or (5) is known or available to the receiving Party by inspection or market analysis.*
- d. *The obligation not to use or disclose said confidential information shall end five (5) years after the date of receipt of said confidential information, except with respect to any Software, for which the obligation shall continue until the occurrence of any of the events listed in paragraph (c) above. Nothing contained herein shall be construed as preventing CAC from sublicensing or marketing Software or documentation to the U.S. Government. CAC shall be permitted to disclose confidential information to its affiliated entities, third parties and others in furtherance of the Project, provided, however, that such affiliated entities, third parties and others agree to protect such information to the extent provided herein.*
- e. *Contractor hereby authorizes CAC to incorporate Contractor-provided proprietary Information in submissions to the U.S. Government and the U.S. Government Prime Contractor, provided that it bears an appropriate restrictive legend.*

Deleted:  
Deleted:

<p><b>SCC 71.1</b></p>	<p><b>Terrorism</b> <i>Contractor is reminded that U.S. Executive Orders and U.S. law prohibit transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is Contractor's legal responsibility to ensure compliance with these Executive Orders and laws. This provision shall be included in all lower-tier subcontracts under this Contract.</i></p>
<p><b>SCC 72.1</b></p>	<p><b>Non-Waiver</b> <i>CAC/HCR Project's failure to insist, in any one or more instances, upon the strict performance of any of the terms, covenants or conditions of this Contract, or to exercise any right(s) hereunder, shall not be construed as a waiver of the future performance of any such term, covenant or condition, or exercise of any such right(s), in the future.</i></p>
<p><b>SCC 73.1</b></p>	<p><b>Severability</b> <i>If any provision of this Contract is determined by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions shall continue in full force and effect, as if the Contract had been executed with the affected provision eliminated.</i></p>
<p><b>SCC 74.1</b></p>	<p><b>Survival of Provisions</b> <i>In addition to the rights and obligations which may survive as expressly provided for elsewhere in this Contract, the other provisions which by their nature should survive shall survive and continue after any termination hereof.</i></p>

<i>GCC 2.3</i>	
----------------	--

**Bid Document for  
Renovation Health Centers,**

**Between**

**Crown Agents - USA,  
Health Centre Renovations (HCR) Project**

**And**

---

**Package -----**

1. ----- Health Center
2. ----- Health Center

*Bid No. HCR- ----- 0--/08*

----- 200--

## Section 1: Instructions to Bidders

### Table of Contents

<b>A. General</b> .....	<b>1</b>
1. Scope of Bid .....	1
2. Source of Funds .....	1
3. Eligible Bidders .....	1
4. Qualification of the Bidder .....	2
5. One Bid per Bidder .....	3
6. Cost of Bidding .....	3
7. Site Visit .....	3
<b>B. Bidding Documents</b> .....	<b>4</b>
8. Content of Bidding Documents.....	4
9. Clarifications of Bidding Documents.....	4
10. Amendments of Bidding Documents .....	4
<b>C. Preparation of Bids</b> .....	<b>4</b>
11. Language of Bid .....	4
12. Documents Comprising the Bid .....	5
13. Bid Prices .....	5
14. Currencies of Bid and Payment.....	5
15. Bid Validity .....	5
16. Bid Security .....	6
17. Alternative Proposals by Bidders .....	6
18. Format and Signing of Bid.....	6
<b>D. Submission of Bids</b> .....	<b>7</b>
19. Sealing and Marking of Bids.....	7
20. Deadline for Submission of Bids .....	7
21. Late Bids .....	7
22. Withdrawal, Substitution and Modification of Bids.....	7
<b>E. Bid Opening and Evaluation</b> .....	<b>8</b>
23. Bid Opening .....	8
24. Process to be Confidential .....	9
25. Clarification of Bids and Contacting the Employer .....	9
26. Examination of Bids and Determination of Responsiveness.....	9
27. Correction of Errors.....	9
28. Evaluation and Comparison of Bids .....	10
29. Domestic Preference.....	10
<b>F. Award of Contract</b> .....	<b>10</b>
30. Award Criteria and Notification of Proposed Award .....	10
31. Employer's Right to Accept the Bid and to Reject any or all Bids .....	11
32. Notification of Award and Signing of Agreement.....	11
33. Contract Security.....	11
34. Adjudicator .....	11
35. Corrupt or Fraudulent Practices .....	12

---

## Section I. Instructions to Bidders

### A. General

#### 1. Scope of Bid

- 1.1. Bids are invited for the construction of Works, as described in Attachment A, (Specification of the Works) of the Draft Contract. The subject and procurement reference number are provided in the Draft Contract.
- 1.2. The successful Bidder will be expected to complete the Works by the Intended Completion Date specified in the Draft Contract.
- 1.3. Throughout these Bidding Documents:
  - 1.3.1. The term “Employer” means “Procuring Entity” as defined in the Public Procurement Proclamation; and
  - 1.3.2. The term “Contractor” means “Supplier” as defined in the Public Procurement Proclamation.

#### 2. Source of Fund

- 2.1. The Employer indicated in the Draft Contract has an approved budget towards the cost of the procurement described in the Draft Contract and intends to use these funds to cover eligible payments under the Contract for the Works. Payments will be made directly by the Employer and will be subject in all respects to the terms and conditions of the resulting contract placed by the Employer.

#### 3. Eligible Bidders

- 3.1. A bidder shall:
  - 3.1.1. Have the legal capacity to enter into a contract;
  - 3.1.2. 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
  - 3.1.3. Have fulfilled their obligations to pay taxes according to the laws of the Federal Democratic Republic of Ethiopia.
- 3.2. In order to demonstrate compliance with the criteria in ITB Sub-Clause 3.1, a Bidder shall submit with its Bid either:
  - 3.2.1. In the case of Ethiopian Bidders only, its certificate of registration from the Ministry of Works and Urban Development or other mandated public body demonstrating its registered contractor status; or
  - 3.2.2. Appropriate documentary evidence demonstrating its compliance, which shall include:
    - Its trading licence and suppliers registration certificate**
    - Its tax clearance certificate and VAT registration, if required; and**
    - Any relevant professional practice certificates.**
- 3.3. A bidder shall be required to obtain a certificate of registration from the mandated public body referred to in ITB Sub-Clause 3.2a, demonstrating registered contractor status, as

a condition of contract award.

- 3.4. Bidding is open to bidders who have pre-qualified under the HCR Project. Any materials, equipment and services to be used in the performance of the Contract shall have their origin in Ethiopia.
- 3.5. All bidders shall provide in Section 4, Bidding Forms, a statement that the Bidder (including all members of a joint venture and subcontractors) is not associated, nor has been associated in the past, directly or indirectly, with the consultant or any other entity that has prepared the design, specifications, and other documents for the Project or being proposed as Engineer for the Contract. A firm that has been engaged by the Employer to provide consulting services for the preparation or supervision of the Works, and any of its affiliates shall not be eligible to bid.
- 3.6. Government-owned enterprises in the Federal Democratic Republic of Ethiopia may only participate if they are legally and financially autonomous, operate under commercial law, and are not a dependent agency to the Employer.
- 3.7. A Bidder that has been debarred from participating in public procurement in accordance with ITB Sub-Clause 35.1, at the date of the deadline for bid submission or thereafter, shall be disqualified.

#### **4. Qualification of the Bidder**

- 4.1. All bidders shall provide a schedule of works to be included as Attachment C of the Draft Contract. A detailed description of the proposed work method, including drawings and charts, may be included as necessary.
- 4.2. In the event that prequalification of potential bidders has been undertaken, only bids from pre-qualified bidders will be considered for award of Contract. These qualified bidders should submit with their bids any information updating their original prequalification applications or, alternatively, confirm in their bids that the originally-submitted prequalification information remains essentially correct as of the date of bid submission.
- 4.3. If the Employer has not undertaken prequalification of potential bidders, all bidders shall include the following information and documents with their bids, using the Qualification Information Form in Section 4, Bidding Forms, unless otherwise stated in Section 3, Evaluation and Qualification Criteria:
  - 4.3.1. Copies of original documents defining the constitution or legal status, place of registration, and principal place of business or a copy of the Bidder's registration certificate where such documents have been provided to obtain registered contractor status; written power of attorney of the signatory of the Bid to commit the Bidder;
  - 4.3.2. Total monetary value of construction work performed for each of the last five years;
  - 4.3.3. Experience in works of a similar nature and size for each of the last five years, and details of work under way or contractually committed; and clients who may be contacted for further information on those contracts;
  - 4.3.4. Major items of construction equipment proposed to carry out the Contract;
  - 4.3.5. Qualifications and experience of key site management and technical personnel proposed for the Contract;
  - 4.3.6. Reports on the financial standing of the Bidder, such as profit and loss statements and auditor's reports for the past five years;

- 
- 4.3.7. Evidence of adequacy of working capital for this Contract (access to line(s) of credit and availability of other financial resources);
  - 4.3.8. Authority to seek references from the Bidder's bankers;
  - 4.3.9. Information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned, and disputed amount; and
  - 4.3.10. Proposals for subcontracting components of the Works amounting to more than 10 percent of the Contract Price.
- 4.4. Bids submitted by a joint venture of two or more firms as partners shall comply with the following requirements, unless otherwise stated in Section 3, Evaluation and Qualification Criteria:
- 4.4.1. The Bid shall include all the information listed in Sub-Clause 4.3 above for each joint venture partner;
  - 4.4.2. The Bid shall be signed so as to be legally binding on all partners;
  - 4.4.3. All partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;
  - 4.4.4. 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
  - 4.4.5. The execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.
- 4.5. To qualify for award of the Contract, bidders shall meet the minimum qualifying criteria specified in Section 3, Evaluation and Qualification Criteria.
- 4.6. Bidders applying for eligibility for a margin of preference in bid evaluation shall supply all information to satisfy the criteria for eligibility as described in Section 3, Evaluation and Qualification Criteria.

## **5. One Bid per Bidder**

- 5.1. Each Bidder shall submit only one Bid, either individually or as a partner in a joint venture. A Bidder who submits or participates in more than one Bid (other than as a subcontractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the Bidder's participation to be disqualified.

## **6. Cost of Bidding**

- 6.1. The Bidder shall bear all costs associated with the preparation and submission of his Bid.

## **7. Site Visit**

- 7.1. The Bidder, at the Bidder's own responsibility and risk, is encouraged to visit and examine the Site of Works and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense and the Employer will in no case be responsible or liable for those costs.

## B. Bidding Documents

### 8. Content of Bidding Documents

8.1. The set of bidding documents comprises the documents listed in the table below and addenda issued in accordance with Clause 10:

#### PART 1 Bidding Procedures

- Section 1 Instructions to Bidders (ITB)
- Section 2 Reserved
- Section 3 Evaluation and Qualification Criteria
- Section 4 Bidding Forms

#### PART 2 Contract

- Section 5 Draft Contract
  - Section 5(A) – Specification of the Works
  - Section 5(B) – Bill of Materials
  - Section 5(C) – Schedule
  - Section 5(D) – Drawings
  - Section 5(E)–Mandatory US Government Standard Provisions relating to Construction Services (Simplified Acquisition)
- Section 6 Reserved
- Section 7 Contract Forms

### 9. Clarification of Bidding Documents

9.1. According to the proclamation a candidate Bidder requiring any clarification of the bidding documents may notify the Employer in writing at the Employer's address indicated in the Draft Contract. The Employer will respond to any request for clarification received earlier than 5 days prior to the deadline for submission of bids. Copies of the Employer's response will be forwarded to all purchasers of the bidding documents, including a description of the inquiry, but without identifying its source.

### 10. Amendment of Bidding Documents

10.1. Before the deadline for submission of bids, the Employer may modify the bidding documents by issuing addenda.

10.2. Any addendum thus issued shall be part of the bidding documents and shall be communicated in writing to all bidders. Prospective bidders shall acknowledge receipt of each addendum in writing to the Employer.

10.3. To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer shall extend, as necessary, the deadline for submission of bids, in accordance with Sub-Clause 20.2 below.

## C. Preparation of Bids

### 11. Language of Bid

11.1. All documents relating to the Bid shall be in English. Any printed literature furnished by

the Bidder may be written in another language, as long as such literature is accompanied by a translation of its pertinent passages into English; in which case, for purposes of interpretation of the Bid, the translation shall govern.

## **12. Documents Comprising the Bid**

12.1. The Bid submitted by the Bidder shall comprise the following, in the format indicated in Section 4, Bidding Forms, where appropriate:

12.1.1. Bid Submission Form;

12.1.2. Bid Security;

12.1.3. Qualification Information Form and Documents and the documents evidencing eligibility in accordance with ITB Sub-Clause 3.2;

12.1.4. Alternative offers where invited; and

12.1.5. Any other document or information required to be completed and submitted by bidders, as specified in the Draft Contract

## **13. Bid Prices**

13.1. The Contract will be a Fixed Price, subject to Economic Price Adjustment, as indicated in the Draft Contract.

13.2. The Contract shall be for the whole Works, as described in ITB Sub-Clause 1.1, based on the Priced Bill of Quantities submitted by the Bidder.

13.3. The Bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items for which no rate or price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities or Activity Schedule. If so specified in the Draft Contract, the Bidder shall provide a breakdown of rates and prices, showing equipment, materials and labour, for all items whose cost is greater than the percentage of the Bid Price specified in the Draft Contract.

13.4. All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date 28 days prior to the deadline for submission of bids, shall be included in the rates, prices and total Bid price (or in the case of a lump sum contract, in the total bid price) submitted by the Bidder.

13.5. The rates and prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract if provided for in Clause 47 of the Conditions of Contract. The Bidder shall submit with the Bid all the information required under Clause 47 of the Conditions of Contract.

## **14. Currencies of Bid and Payment**

14.1. The unit rates and prices shall be quoted by the Bidder entirely in Ethiopian Birr and shall be paid in Ethiopian Birr only.

## **15. Bid Validity**

15.1. Bids shall remain valid for a period of 90 calendar days from the date of submission of bids.

15.2. In exceptional circumstances, the Employer may request that the bidders extend the

period of validity for a specified additional period. The request and the bidders' responses shall be made in writing. A Bidder may refuse the request without forfeiting the Bid Security. A Bidder agreeing to the request will not be required or permitted to otherwise modify the Bid, but will be required to extend the validity of Bid Security for the period of the extension, and in compliance with Clause 16 in all respects.

## **16. Bid Security**

16.1. The Bidder shall furnish, as part of the Bid, a Bid Security in original form in Ethiopian Birr for the amount of 5,000 ETB (Five Thousand).

16.2. The Bid Security shall, at the Bidder's option, be in the form of cash, a certified cheque or payable order, bank draft, letter of credit, or an unconditional bank guarantee. Securities issued by foreign banks or financial institutions shall be counter-guaranteed by an Ethiopian bank. The format of the Bid Security should be in accordance with the form of Bid Security included in Section 4, Bidding Forms or another form acceptable to the Employer. Bid Security shall be valid for 28 days beyond the validity of the Bid.

16.3. Any bid not accompanied by an acceptable Bid Security shall be rejected by the Employer. The Bid Security of a joint venture must define as "bidder" all joint venture partners and list them in the following manner: a joint venture consisting of "\_\_\_\_\_", "\_\_\_\_\_", and "\_\_\_\_\_".

16.4. The Bid Security of unsuccessful bidders will be returned within one week after concluding the contract and after a contract security has been furnished by the successful Bidder.

16.5. The Bid Security of the successful Bidder will be discharged when the Bidder has signed the contract and furnished the required Contract Security.

16.6. The Bid Security may be forfeited:

16.6.1. If the Bidder withdraws the Bid after Bid opening during the period of Bid validity;

16.6.2. If the Bidder does not accept the correction of the Bid price, pursuant to Clause 27;  
or

16.6.3. In the case of a successful Bidder, if the Bidder fails within the specified time limit to:

**Sign the contract; or**

**Furnish the required Contract Security.**

## **17. Alternative Proposals by Bidders**

17.1. Bidders shall submit offers that comply with the requirements of the bidding documents, including the basic technical design as indicated in the drawings and specifications. Alternatives will not be considered.

## **18. Format and Signing of Bid**

18.1. The Bidder shall prepare one original of the documents comprising the Bid as described in Clause 12 of these Instructions to Bidders, bound with the volume containing the Bid Submission Form, and clearly marked "ORIGINAL." In addition, the Bidder shall submit 2 (Two) copies of the Bid, and clearly marked as "COPIES." In the event of discrepancy

between them, the original shall prevail.

18.2. The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder, pursuant to Sub-Clauses 4.3(a) or 4.4(b), as the case may be. All pages of the Bid where entries or amendments have been made shall be initialled by the person or persons signing the Bid.

18.3. The Bid shall contain no alterations or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the Bidder, in which case such corrections shall be initialled by the person or persons signing the Bid.

18.4. The Bidder shall furnish information as described in the Bid Submission Form on commissions or gratuities, if any, paid or to be paid to agents relating to this Bid, and to contract execution if the Bidder is awarded the contract.

#### **D. Submission of Bids**

#### **19. Sealing and Marking of Bids**

19.1. The Bidder shall seal the original and all copies of the Bid in two inner envelopes and one outer envelope, duly marking the inner envelopes as "ORIGINAL" and "COPIES".

19.2. The inner and outer envelopes shall:

19.2.1. Be addressed to the Employer at the address provided in the Draft Contract;

19.2.2. Bear the name and procurement reference number of the Contract as defined in the Draft Contract; and

19.2.3. Provide a warning not to open before the specified time and date for Bid opening as defined in the Draft Contract.

19.3. In addition to the identification required in Sub-Clause 19.2, the inner envelopes shall indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared late, pursuant to Clause 21.

19.4. If the outer envelope is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the Bid.

#### **20. Deadline for Submission of Bids**

20.1. Bids shall be delivered to the Employer at the address specified in Sub-Clause 19.2a above no later than the time and date specified in the Invitation Letter.

20.2. The Employer may extend the deadline for submission of bids by issuing an amendment in accordance with Clause 10, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will then be subject to the new deadline.

#### **21. Late Bids**

21.1. Any Bid received by the Employer after the deadline prescribed in Clause 20 will be returned unopened to the Bidder.

#### **22. Withdrawal, Substitution and Modification of Bids**

- 22.1. Bidders may withdraw, substitute or modify their bids by giving notice in writing before the deadline prescribed in Clause 20.
- 22.2. Each Bidder's withdrawal, substitution or modification notice shall be prepared, sealed, marked, and delivered in accordance with Clauses 18 and 19, with the outer and inner envelopes additionally marked "WITHDRAWAL", "SUBSTITUTION" or "MODIFICATION" as appropriate. The corresponding substitution or modification of the bid must accompany the written notice.
- 22.3. No Bid shall be modified after the deadline for submission of Bids.
- 22.4. Withdrawal of a Bid between the deadline for submission of bids and the expiration of the period of Bid validity specified in Sub-Clause 15.1 may result in the forfeiture of the Bid Security pursuant to Clause 16.
- 22.5. Bidders may only offer discounts to, or otherwise modify the prices of their bids by submitting Bid substitutions or modifications in accordance with this clause, or included in the original Bid submission.

## **E. Bid Opening and Evaluation**

### **23. Bid Opening**

- 23.1. The Employer will open the bids, including substitutions and modifications made pursuant to Clause 22, in the presence of the bidders' representatives who choose to attend at the time and in the place specified in the Invitation Letter.
- 23.2. Envelopes marked "WITHDRAWAL" shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted pursuant to Clause 22 shall not be opened. Next, envelopes marked "SUBSTITUTION" shall be opened and read out and exchanged with the corresponding bid being substituted, and the substituted bid shall not be opened, but returned to the Bidder. No bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at bid opening. Envelopes marked "MODIFICATION" shall be opened and read out with the corresponding bid. No bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at bid opening.
- 23.3. The bidders' names, the Bid prices, the total amount of each Bid and of any alternative Bid (if alternatives have been requested or permitted), any discounts, Bid modifications and withdrawals, the presence or absence of Bid Security, will all be announced by the Employer at the bid opening. Further, any such other details as the Employer may consider appropriate, will also be announced.
- 23.4. Bids, substitutions or modifications that are not opened and read out at bid opening shall not be considered for further evaluation, irrespective of the circumstances. In particular, any discount offered by a Bidder which is not read out at bid opening shall not be considered further.
- 23.5. The Employer will prepare minutes of the Bid opening, including the information disclosed to those present in accordance with Sub-Clause 23.3.
- 23.6. No bid will be rejected at bid opening except for late bids, which will be returned

unopened to the bidder, pursuant to Clause 21.

#### **24. Process to be Confidential**

24.1. Information relating to the examination, clarification, evaluation and comparison of bids and recommendations for the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process until the award to the successful Bidder has been announced. Any effort by a Bidder to influence the Employer's processing of bids or award decisions may result in the rejection of his Bid.

#### **25. Clarification of Bids and Contacting the Employer**

25.1. To assist in the examination, evaluation and comparison of bids, the Employer may, at the Employer's discretion, ask any Bidder for clarification of the Bidder's Bid, including breakdowns of unit rates. The request for clarification and the response shall be in writing, but no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the bids in accordance with Clause 27.

25.2. Subject to sub-clause 25.1 no Bidder shall contact the Employer on any matter relating to its bid from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Employer, it should do so in writing.

25.3. Any effort by the Bidder to influence the Employer in the Employer's bid evaluation, bid comparison or contract award decisions may result in the rejection of the Bidder's bid.

#### **26. Examination of Bids and Determination of Responsiveness**

26.1. Prior to the detailed evaluation of bids, the Employer will determine whether each Bid (a) meets the eligibility criteria defined in Clause 3; (b) has been properly signed; (c) is accompanied by the required securities; and (d) is substantially responsive to the requirements of the bidding documents.

26.2. A substantially responsive Bid is one, which conforms to all the terms, conditions, and specifications of the bidding documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works; (b) which limits in any substantial way, inconsistent with the bidding documents, the Employer's rights or the Bidder's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

26.3. If a Bid is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

#### **27. Correction of Errors**

27.1. Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors.

27.2. In the case of admeasurements contracts, errors will be corrected by the Employer as follows:

27.2.1. If there is a discrepancy between the unit price and the total price that is obtained

by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the employer there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;

27.2.2. If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and

27.2.3. If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

27.3. In the case of admeasurements contracts, the amount stated in the Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, the Bid will be rejected, and the Bid Security may be forfeited in accordance with Sub-Clause 16.6(b).

27.4. In the case of lump sum contracts, if there is a discrepancy between the words and figures, the amount in words shall prevail.

## **28. Evaluation and Comparison of Bids**

28.1. The Employer will evaluate and compare only the bids determined to be substantially responsive in accordance with Clause 26.

28.2. In evaluating the bids, the Employer will determine for each Bid the evaluated Bid price by adjusting the Bid price as follows:

28.2.1. Making any correction for errors pursuant to Clause 27;

28.2.2. Excluding provisional sums and the provision, if any, for contingencies in the Bill of Quantities or Activity Schedule, but including Day work, where priced competitively;

28.2.3. Making an appropriate adjustment for any other acceptable variations, deviations, or alternative offers submitted in accordance with Clause 17; and

28.2.4. Making appropriate adjustments to reflect discounts or other price modifications offered in accordance with Sub-Clause 22.5.

28.3. The Employer reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors which are in excess of the requirements of the bidding documents or otherwise result in unsolicited benefits for the Employer will not be taken into account in Bid evaluation.

28.4. The estimated effect of any price adjustment conditions under Clause 47 of the Conditions of Contract, during the period of implementation of the Contract, will not be taken into account in Bid evaluation.

## **29. Domestic Preference**

29.1. No margin of preference shall apply.

## **F. Award of Contract**

## **30. Award Criteria and Notification of Proposed Award**

30.1. Subject to Clause 31, the Employer will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the bidding documents and who has

offered the lowest evaluated Bid price, provided that such Bidder has been determined to be (a) eligible in accordance with the provisions of Clause 3, and (b) qualified in accordance with the provisions of Clause 4.

30.2. Prior to expiry of the period of bid validity, the Employer shall notify all Bidders in writing of the successful bid, but this notification shall not constitute a contract award. This notification shall be made at least five working days prior to the award of contract in accordance with Clause 32.

### **31. Employer's Right to Accept any Bid and to /or Reject any or all Bids**

31.1. Notwithstanding Clause 30, the Employer reserves the right to accept or reject any Bid, and to cancel the bidding process and reject all bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Employer's action.

### **32. Notification of Award and Signing of Agreement**

32.1. The Bidder whose Bid has been accepted will be notified of the award in writing by the Employer prior to expiration of the Bid validity period and following the elapse of the notification period in accordance with Sub-Clause 30.2. This notification (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") will state the sum that the Employer will pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").

32.2. The notification of award will constitute the formation of the Contract, subject to the Bidder furnishing the Contract Security in accordance with Clause 33 and signing the contract in accordance with Sub-Clause 32.3.

32.3. The contract will incorporate all agreements between the Employer and the successful Bidder. It will be signed by the Employer and sent to the successful Bidder following the notification of award. Within 15 days of receipt, the successful Bidder will sign the contract and deliver it to the Employer.

### **33. Contract Security**

33.1. Within 15 days after receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Employer a Contract Security in the form of a Bank Guarantee, or in the case of Ethiopian contractors only, in the form of a Performance Bond, in the amount and denominated in the type and proportions of currencies specified in the Conditions of Contract.

33.2. Contract Securities issued by foreign banks or financial institutions shall be counter-guaranteed by an Ethiopian bank.

33.3. Failure of the successful Bidder to comply with the requirements of Sub-Clause 33.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security.

### **34. Adjudicator**

34.1. The Employer proposes the person named in the Draft Contract to be appointed as

Adjudicator under the Contract, at an hourly fee plus reimbursable expenses. If the Bidder disagrees with this proposal, the Bidder should so state in the Bid. If, in the Notice of Acceptance, the Employer has not agreed on the appointment of the Adjudicator, the Adjudicator shall be appointed by the Appointing Authority designated in the Draft Contract at the request of either party.

34.2. The Adjudicator shall act as an impartial expert to resolve disputes between the Parties as rapidly and economically as is reasonably possible. Unless otherwise specified in the contract or in any applicable rules for adjudication:

34.2.1. The Adjudicator's role may include, but not be limited to, requiring and examining any relevant documents and written statements, making site visits, using his own specialist knowledge and holding a hearing; and

34.2.2. The Adjudicator's decision shall reflect the legal entitlements of the Parties and his fair and reasonable view of how the dispute should be resolved.

### **35. Corrupt or Fraudulent Practices**

35.1. The Government of the Federal Democratic Republic of Ethiopia (hereinafter called "the Government") requires that Employers, as well as Bidders and Contractors under government-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Government:

35.1.1. Defines, for the purposes of this provision, the terms set forth below as follows:

"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 or omission 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.

35.1.2. Will reject a recommendation for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the contract in question;

35.1.3. Will debar a Bidder from participation in public procurement for a specified period of time if it at any time determines that the firm has engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a contract.

35.2. Furthermore, Bidders shall be aware of the provision stated in sub-clause 59.2 of the General Conditions of Contract.

35.3. Any Bidder may seek administrative review, in accordance with Section 51 of the Public Procurement Proclamation, of an act or omission by an Employer, which it considers to be in breach of the Proclamation. Any application for review must be submitted in writing to the head of the Employer, within five working days from the date the Bidder knew, or should have known, of the circumstances giving rise to the complaint. If the head of the Employer does not issue a decision within fifteen days, or the Bidder is not

satisfied with the decision, the Bidder may submit a complaint to the Public Procurement Agency.

## **LIST OF ADDITIONAL INCLUDED FAR CLAUSES**

### **ORDER OF PRECEDENCE—UNIFORM CONTRACT FORMAT (OCT 1997)**

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order:

- (a) The Schedule (excluding the specifications).
- (b) Representations and other instructions.
- (c) Contract clauses.
- (d) Other documents, exhibits, and attachments.
- (e) The specifications.

### **TAXES—FOREIGN FIXED-PRICE CONTRACTS (JUNE 2003)**

(a) To the extent that this contract provides for furnishing supplies or performing services outside the United States and its outlying areas, this clause applies in lieu of any Federal, State, and local taxes clause of the contract.

(b) Definitions. As used in this clause—

“Contract date” means the date set for bid opening or, if this is a negotiated contract or a modification, the effective date of this contract or modification.

“Country concerned” means any country, other than the United States and its outlying areas, in which expenditures under this contract are made.

“Tax” and “taxes” include fees and charges for doing business that are levied by the government of the country concerned or by its political subdivisions.

“All applicable taxes and duties” means all taxes and duties, in effect on the contract date, that the taxing authority is imposing and collecting on the transactions or property covered by this contract, pursuant to written ruling or regulation in effect on the contract date.

“After-imposed tax” means any new or increased tax or duty, or tax that was exempted or excluded on the contract date but whose exemption was later revoked or reduced during the contract period, other than excepted tax, on the transactions or property covered by this contract that the Contractor is required to pay or bear as the result of legislative, judicial, or administrative action taking effect after the contract date.

“After-relieved tax” means any amount of tax or duty, other than an excepted tax, that would otherwise have been payable on the transactions or property covered by this contract, but which the Contractor is not required to pay or bear, or for which the Contractor obtains a refund, as the result of legislative, judicial, or administrative action taking effect after the contract date.

“Excepted tax” means social security or other employment taxes, net income and franchise taxes, excess profits taxes, capital stock taxes, transportation taxes, unemployment compensation taxes, and property taxes. “Excepted tax” does not include gross income taxes levied on or measured by sales or receipts from sales, property taxes assessed on completed supplies covered by this contract, or any tax assessed on the Contractor’s possession of, interest in, or use of property, title to which is in the U.S. Government.

(c) Unless otherwise provided in this contract, the contract price includes all applicable taxes and duties, except taxes and duties that the Government of the United States and the government of the country concerned have agreed shall not be applicable to expenditures in such country by or on behalf of the United States.

(d) The contract price shall be increased by the amount of any after-imposed tax or of any tax or duty specifically excluded from the contract price by a provision of this contract that the Contractor is required to pay or bear, including any interest or penalty, if the Contractor states in writing that the contract price does not include any contingency for such tax and if liability for such tax, interest, or penalty was not incurred through the Contractor's fault, negligence, or failure to follow instructions of the Contracting Officer or to comply with the provisions of paragraph (i) of this clause.

(e) The contract price shall be decreased by the amount of any after-relieved tax, including any interest or penalty. The Government of the United States shall be entitled to interest received by the Contractor incident to a refund of taxes to the extent that such interest was earned after the Contractor was paid by the Government of the United States for such taxes. The Government of the United States shall be entitled to repayment of any penalty refunded to the Contractor to the extent that the penalty was paid by the Government.

(f) The contract price shall be decreased by the amount of any tax or duty, other than an excepted tax, that was included in the contract and that the Contractor is required to pay or bear, or does not obtain a refund of, through the Contractor's fault, negligence, or failure to follow instructions of the Contracting Officer or to comply with the provisions of paragraph (i) of this clause.

(g) No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.

(h) If the Contractor obtains a reduction in tax liability under the United States Internal Revenue Code (Title 26, U.S. Code) because of the payment of any tax or duty that either was included in the contract price or was the basis of an increase in the contract price, the amount of the reduction shall be paid or credited to the Government of the United States as the Contracting Officer directs.

(i) The Contractor shall take all reasonable action to obtain exemption from or refund of any taxes or duties, including interest or penalty, from which the United States Government, the Contractor, any subcontractor, or the transactions or property covered by this contract are exempt under the laws of the country concerned or its political subdivisions or which the governments of the United States and of the country concerned have agreed shall not be applicable to expenditures in such country by or on behalf of the United States.

(j) The Contractor shall promptly notify the Contracting Officer of all matters relating to taxes or duties that reasonably may be expected to result in either an increase or decrease in the contract price and shall take appropriate action as the Contracting Officer directs. The contract price shall be equitably adjusted to cover the costs of action taken by the Contractor at the direction of the Contracting Officer, including any interest, penalty, and reasonable attorneys' fees.

## **SCHEDULES FOR CONSTRUCTION CONTRACTS (APR 1984) – FAR 52.236-15**

(a) The Contractor shall, within five days after the work commences on the contract or another period of time determined by the Contracting Officer, prepare and submit to the Contracting Officer for approval three copies of a practicable schedule showing the order in which the Contractor proposes to perform the work, and the dates on which the Contractor contemplates starting and completing the several salient features of the work (including acquiring materials, plant, and equipment). The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion by any given date during the period. If the Contractor fails to submit a schedule within the time prescribed, the Contracting Officer may withhold approval of progress payments until the Contractor submits the required schedule.

(b) The Contractor shall enter the actual progress on the chart as directed by the Contracting Officer, and upon doing so shall immediately deliver three copies of the annotated schedule to the Contracting Officer. If, in the opinion of the Contracting Officer, the Contractor falls behind the approved schedule, the Contractor shall take steps necessary to improve its progress, including those that may be required by the Contracting Officer, without additional cost to the Government. In this circumstance, the Contracting Officer may require the Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction plant, and to submit for approval any supplementary schedule or schedules in chart form as the Contracting Officer deems necessary to demonstrate how the approved rate of progress will be regained.

(c) Failure of the Contractor to comply with the requirements of the Contracting Officer under this clause shall be grounds for a determination by the Contracting Officer that the Contractor is not prosecuting the work with sufficient diligence to ensure completion within the time specified in the contract. Upon making this determination, the Contracting Officer may terminate the Contractor's right to proceed with the work, or any separable part of it, in accordance with the default terms of this contract.

## **INSPECTION OF CONSTRUCTION – FAR 52.246-12**

a) Definition. "Work" includes, but is not limited to, materials, workmanship, and manufacture and fabrication of components.

b) The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements. The Contractor shall maintain complete inspection records and make them available to the Government. All work shall be conducted under the general direction of the Engineer and is subject to Government inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.

c) Government inspections and tests are for the sole benefit of the Government and do not—

- 1) Relieve the Contractor of responsibility for providing adequate quality control measures;
- 2) Relieve the Contractor of responsibility for damage to or loss of the material before acceptance;
- 3) Constitute or imply acceptance; or

- 4) Affect the continuing rights of the Government after acceptance of the completed work under paragraph (i) of this section.
- d) The presence or absence of a Government inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specification without the Engineer's written authorization.
- e) The Contractor shall promptly furnish, at no increase in contract price, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Engineer. The Government may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes re-inspection or retest necessary. The Government shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in the contract.
- f) The Contractor shall, without charge, replace or correct work found by the Government not to conform to contract requirements, unless in the public interest the Government consents to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.
- g) If the Contractor does not promptly replace or correct rejected work, the Government may—
- 1) By contract or otherwise, replace or correct the work and charge the cost to the Contractor; or
  - 2) Terminate for default the Contractor's right to proceed.
- h) If, before acceptance of the entire work, the Government decides to examine already completed work by removing it or tearing it out, the Contractor, on request, shall promptly furnish all necessary facilities, labor, and material. If the work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray the expenses of the examination and of satisfactory reconstruction. However, if the work is found to meet contract requirements, the Engineer shall make an equitable adjustment for the additional services involved in the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.
- i) Unless otherwise specified in the contract, the Government shall accept, as promptly as practicable after completion and inspection, all work required by the contract or that portion of the work the Engineer determines can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the Government's rights under any warranty or guarantee.

#### **CHANGES AND CHANGED CONDITIONS (APR 1984)**

- (a) The Contracting Officer may, in writing, order changes in the drawings and specifications within the general scope of the contract.
- (b) The Contractor shall promptly notify the Contracting Officer, in writing, of subsurface or latent physical conditions differing materially from those indicated in this contract or unknown unusual physical conditions at the site before proceeding with the work.

(c) If changes under paragraph (a) or conditions under paragraph (b) increase or decrease the cost of, or time required for performing the work, the Contracting Officer shall make an equitable adjustment (see paragraph (d)) upon submittal of a “proposal for adjustment” (hereafter referred to as proposal) by the Contractor before final payment under the contract.

(d) The Contracting Officer shall not make an equitable adjustment under paragraph (b) unless—

(1) The Contractor has submitted and the Contracting Officer has received the required written notice; or

(2) The Contracting Officer waives the requirement for the written notice.

(e) Failure to agree to any adjustment shall be a dispute under the Disputes clause.

### **WORKERS’ COMPENSATION INSURANCE (DEFENSE BASE ACT) (APR 1984)**

The Contractor shall (a) provide, before commencing performance under this contract, such workers’ compensation insurance or security as the Defense Base Act ([42 U.S.C. 1651](#), et seq.) requires and (b) continue to maintain it until performance is completed. The Contractor shall insert, in all subcontracts under this contract to which the Defense Base Act applies, a clause similar to this clause (including this sentence) imposing upon those subcontractors this requirement to comply with the Defense Base Act.

### **SUSPENSION OF WORK – FAR 52.242-14**

(a) The Engineer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Engineer determines appropriate for the convenience of the Government.

(b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted

1) by an act of the Engineer in the administration of this contract, or

2) by the Engineer’s failure to act within the time specified in this contract (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption, and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause including the fault or negligence of the Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this contract.

(c) A claim under this clause shall not be allowed—

1) For any costs incurred more than 20 days before the Contractor shall have notified the Engineer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order); and

2) Unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

**TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SHORT FORM) (APR 1984)**

The Contracting Officer, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the rights, duties, and obligations of the parties, including compensation to the Contractor, shall be in accordance with [Part 49](#) of the Federal Acquisition Regulation in effect on the date of this contract.

**DEFAULT (FIXED-PRICE CONSTRUCTION) (APR 1984) – FAR 52.249-10**

(a) If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract including any extension, or fails to complete the work within this time, the Government may, by written notice to the Contractor, terminate the right to proceed with the work (or the separable part of the work) that has been delayed. In this event, the Government may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Government resulting from the Contractor's refusal or failure to complete the work within the specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Government in completing the work.

(b) The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause, if—

(1) The delay in completing the work arises from causes other than normal weather beyond the control and without the fault or negligence of the Contractor.

Examples of such causes include—

- (i) Acts of God or of the public enemy,
- (ii) Acts of the Government in either its sovereign or contractual capacity,
- (iii) Acts of another Contractor in the performance of a contract with the Government,
- (iv) Fires,
- (v) Floods,
- (vi) Epidemics,
- (vii) Quarantine restrictions,
- (viii) Strikes,
- (ix) Freight embargoes,
- (x) Unusually severe weather, or
- (xi) Delays of subcontractors or suppliers at any tier arising from causes other than normal weather beyond the control and without the fault or negligence of both the Contractor and the subcontractors or suppliers; and

(2) The Contractor, within 10 days from the beginning of any delay (unless extended by the Contracting Officer), notifies the Contracting Officer in writing of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of delay. If, in the judgment of the Contracting Officer, the findings of fact

warrant such action, the time for completing the work shall be extended. The findings of the Contracting Officer shall be final and conclusive on the parties, but subject to appeal under the Disputes clause.

(c) If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Government.

(d) The rights and remedies of the Government in this clause are in addition to any other rights.

#### **AUDIT AND RECORDS—NEGOTIATION (JUNE 1999)**

(a) As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

(b) Examination of costs. If this is a cost-reimbursement, incentive, time-and-materials, labor-hour, or price redeterminable contract, or any combination of these, the Contractor shall maintain and the Contracting Officer, or an authorized representative of the Contracting Officer, shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this contract. This right of examination shall include inspection at all reasonable times of the Contractor's plants, or parts of them, engaged in performing the contract.

(c) Cost or pricing data. If the Contractor has been required to submit cost or pricing data in connection with any pricing action relating to this contract, the Contracting Officer, or an authorized representative of the Contracting Officer, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the Contractor's records, including computations and projections, related to—

- (1) The proposal for the contract, subcontract, or modification;
- (2) The discussions conducted on the proposal(s), including those related to negotiating;
- (3) Pricing of the contract, subcontract, or modification; or
- (4) Performance of the contract, subcontract or modification.

(d) Comptroller General—

(1) The Comptroller General of the United States, or an authorized representative, shall have access to and the right to examine any of the Contractor's directly pertinent records involving transactions related to this contract or a subcontract hereunder.

(2) This paragraph may not be construed to require the Contractor or subcontractor to create or maintain any record that the Contractor or subcontractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Reports. If the Contractor is required to furnish cost, funding, or performance reports, the Contracting Officer or an authorized representative of the Contracting Officer shall

have the right to examine and audit the supporting records and materials, for the purpose of evaluating—

(1) The effectiveness of the Contractor's policies and procedures to produce data compatible with the objectives of these reports; and

(2) The data reported.

(f) Availability. The Contractor shall make available at its office at all reasonable times the records, materials, and other evidence described in paragraphs (a), (b), (c), (d), and (e) of this clause, for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in [Subpart 4.7](#), Contractor Records Retention, of the Federal Acquisition Regulation (FAR), or for any longer period required by statute or by other clauses of this contract. In addition—

(1) If this contract is completely or partially terminated, the Contractor shall make available the records relating to the work terminated until 3 years after any resulting final termination settlement; and

(2) The Contractor shall make available records relating to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to this contract until such appeals, litigation, or claims are finally resolved.

(g) The Contractor shall insert a clause containing all the terms of this clause, including this paragraph (g), in all subcontracts under this contract that exceed the simplified acquisition threshold, and—

(1) That are cost-reimbursement, incentive, time-and-materials, labor-hour, or price-redeterminable type or any combination of these;

(2) For which cost or pricing data are required; or

(3) That require the subcontractor to furnish reports as discussed in paragraph (e) of this clause. The clause may be altered only as necessary to identify properly the contracting parties and the Contracting Officer under the Government prime contract.

#### **DIFFERING SITE CONDITIONS (APR 1984) – FAR 52.236-2**

(a) The Contractor shall promptly, and before the conditions are disturbed, give a written notice to the Contracting Officer of—

(1) Subsurface or latent physical conditions at the site which differ materially from those indicated in this contract; or

(2) Unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the contract.

(b) The Contracting Officer shall investigate the site conditions promptly after receiving the notice. If the conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the work under this contract, whether or not changed as a result of the conditions, an equitable adjustment shall be made under this clause and the contract modified in writing accordingly.

(c) No request by the Contractor for an equitable adjustment to the contract under this clause shall be allowed, unless the Contractor has given the written notice required;

provided, that the time prescribed in paragraph (a) of this clause for giving written notice may be extended by the Contracting Officer.

(d) No request by the Contractor for an equitable adjustment to the contract for differing site conditions shall be allowed if made after final payment under this contract.

**SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (APR 1984) – FAR 52.236-3**

(a) The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to (1) conditions bearing upon transportation, disposal, handling, and storage of materials; (2) the availability of labor, water, electric power, and roads; (3) uncertainties of weather, river stages, tides, or similar physical conditions at the site; (4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during work performance. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the Government, as well as from the drawings and specifications made a part of this contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the Government.

(b) The Government assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the Government. Nor does the Government assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

**MATERIAL AND WORKMANSHIP (APR 1984) – FAR 52.236-5**

(a) All equipment, material, and articles incorporated into the work covered by this contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in this contract. References in the specifications to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may, at its option, use any equipment, material, article, or process that, in the judgment of the Contracting Officer, is equal to that named in the specifications, unless otherwise specifically provided in this contract.

(b) The Contractor shall obtain the Contracting Officer's approval of the machinery and mechanical and other equipment to be incorporated into the work. When requesting approval, the Contractor shall furnish to the Contracting Officer the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the machinery and mechanical and other equipment. When

required by this contract or by the Contracting Officer, the Contractor shall also obtain the Contracting Officer's approval of the material or articles which the Contractor contemplates incorporating into the work. When requesting approval, the Contractor shall provide full information concerning the material or articles. When directed to do so, the Contractor shall submit samples for approval at the Contractor's expense, with all shipping charges prepaid. Machinery, equipment, material, and articles that do not have the required approval shall be installed or used at the risk of subsequent rejection.

(c) All work under this contract shall be performed in a skilful and workmanlike manner. The Contracting Officer may require, in writing, that the Contractor remove from the work any employee the Contracting Officer deems incompetent, careless, or otherwise objectionable.

#### **PERMITS AND RESPONSIBILITIES (NOV 1991) – FAR 52.236-7**

The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State, and municipal laws, codes, and regulations applicable to the performance of the work. The Contractor shall also be responsible for all damages to persons or property that occurs as a result of the Contractor's fault or negligence. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.

#### **OTHER CONTRACTS (APR 1984) – FAR 52.236-8**

The Government may undertake or award other contracts for additional work at or near the site of the work under this contract. The Contractor shall fully cooperate with the other contractors and with Government employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by Government employees.

#### **PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS (APR 1984) – FAR 52.236-9**

(a) The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed and which do not unreasonably interfere with the work required under this contract. The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during contract performance, or by the careless operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the Contracting Officer.

(b) The Contractor shall protect from damage all existing improvements and utilities (1) at or near the work site, and

(2) on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. The Contractor shall repair any damage to those facilities, including those that are the property of a third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damage promptly, the Contracting Officer may have the necessary work performed and charge the cost to the Contractor.

#### **OPERATIONS AND STORAGE AREAS (APR 1984) – FAR 52.236-10**

(a) The Contractor shall confine all operations (including storage of materials) on Government premises to areas authorized or approved by the Contracting Officer. The Contractor shall hold and save the Government, its officers and agents, free and harmless from liability of any nature occasioned by the Contractor's performance.

(b) Temporary buildings (e.g., storage sheds, shops, offices) and utilities may be erected by the Contractor only with the approval of the Contracting Officer and shall be built with labor and materials furnished by the Contractor without expense to the Government. The temporary buildings and utilities shall remain the property of the Contractor and shall be removed by the Contractor at its expense upon completion of the work. With the written consent of the Contracting Officer, the buildings and utilities may be abandoned and need not be removed.

(c) The Contractor shall, under regulations prescribed by the Contracting Officer, use only established roadways, or use temporary roadways constructed by the Contractor when and as authorized by the Contracting Officer. When materials are transported in prosecuting the work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by any Federal, State, or local law or regulation. When it is necessary to cross curbs or sidewalks, the Contractor shall protect them from damage. The Contractor shall repair or pay.

#### **USE AND POSSESSION PRIOR TO COMPLETION (APR 1984) – FAR 52.236-11**

(a) The Government shall have the right to take possession of or use any completed or partially completed part of the work. Before taking possession of or using any work, the Contracting Officer shall furnish the Contractor a list of items of work remaining to be performed or corrected on those portions of the work that the Government intends to take possession of or use. However, failure of the Contracting Officer to list any item of work shall not relieve the Contractor of responsibility for complying with the terms of the contract. The Government's possession or use shall not be deemed an acceptance of any work under the contract.

(b) While the Government has such possession or use, the Contractor shall be relieved of the responsibility for the loss of or damage to the work resulting from the Government's possession or use, notwithstanding the terms of the clause in this contract entitled "Permits and Responsibilities." If prior possession or use by the Government delays the progress of the work or causes additional expense to the Contractor, an equitable adjustment shall be made in the contract price or the time of completion, and the contract shall be modified in writing accordingly.

### **CLEANING UP (APR 1984) – FAR 52.236.12**

The Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. Before completing the work, the Contractor shall remove from the work and premises any rubbish, tools, scaffolding, equipment, and materials that are not the property of the Government. Upon completing the work, the Contractor shall leave the work area in a clean, neat, and orderly condition satisfactory to the Contracting Officer.

### **SCHEDULES FOR CONSTRUCTION CONTRACTS (APR 1984) – FAR 52.236-15**

(a) The Contractor shall, within five days after the work commences on the contract or another period of time determined by the Contracting Officer, prepare and submit to the Contracting Officer for approval three copies of a practicable schedule showing the order in which the Contractor proposes to perform the work, and the dates on which the Contractor contemplates starting and completing the several salient features of the work (including acquiring materials, plant, and equipment). The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion by any given date during the period. If the Contractor fails to submit a schedule within the time prescribed, the Contracting Officer may withhold approval of progress payments until the Contractor submits the required schedule.

(b) The Contractor shall enter the actual progress on the chart as directed by the Contracting Officer, and upon doing so shall immediately deliver three copies of the annotated schedule to the Contracting Officer. If, in the opinion of the Contracting Officer, the Contractor falls behind the approved schedule, the Contractor shall take steps necessary to improve its progress, including those that may be required by the Contracting Officer, without additional cost to the Government. In this circumstance, the Contracting Officer may require the Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction plant, and to submit for approval any supplementary schedule or schedules in chart form as the Contracting Officer deems necessary to demonstrate how the approved rate of progress will be regained.

(c) Failure of the Contractor to comply with the requirements of the Contracting Officer under this clause shall be grounds for a determination by the Contracting Officer that the Contractor is not prosecuting the work with sufficient diligence to ensure completion within the time specified in the contract. Upon making this determination, the Contracting Officer may terminate the Contractor's right to proceed with the work, or any separable part of it, in accordance with the default terms of this contract.

## **LAYOUT OF WORK (APR 1984) – FAR 52.236-17**

The Contractor shall lay out its work from Government established base lines and bench marks indicated on the drawings, and shall be responsible for all measurements in connection with the layout. The Contractor shall furnish, at its own expense, all stakes, templates, platforms, equipment, tools, materials, and labor required to lay out any part of the work. The Contractor shall be responsible for executing the work to the lines and grades that may be established or indicated by the Contracting Officer. The Contractor shall also be responsible for maintaining and preserving all stakes and other marks established by the Contracting Officer until authorized to remove them. If such marks are destroyed by the Contractor or through its negligence before their removal is authorized, the Contracting Officer may replace them and deduct the expense of the replacement from any amounts due or to become due to the Contractor.

## **SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (FEB 1997) – FAR 52.236-21**

(a) The Contractor shall keep on the work site a copy of the drawings and specifications and shall at all times give the Contracting Officer access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, the specifications shall govern. In case of discrepancy in the figures, in the drawings, or in the specifications, the matter shall be promptly submitted to the Contracting Officer, who shall promptly make a determination in writing. Any adjustment by the Contractor without such a determination shall be at its own risk and expense. The Contracting Officer shall furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.

(b) Wherever in the specifications or upon the drawings the words “directed,” “required,” “ordered,” “designated,” “prescribed,” or words of like import are used, it shall be understood that the “direction,” “requirement,” “order,” “designation,” or “prescription,” of the Contracting Officer is intended and similarly the words “approved,” “acceptable,” “satisfactory,” or words of like import shall mean “approved by,” or “acceptable to,” or “satisfactory to” the Contracting Officer, unless otherwise expressly stated.

(c) Where “as shown,” “as indicated,” “as detailed,” or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying this contract unless stated otherwise. The word “provided” as used herein shall be understood to mean “provide complete in place,” that is “furnished and installed.”

(d) Shop drawings means drawings, submitted to the Government by the Contractor, subcontractor, or any lower tier subcontractor pursuant to a construction contract, showing in detail:

- (1) the proposed fabrication and assembly of structural elements, and
- (2) the installation (i.e., fit, and attachment details) of materials or equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the contractor to explain in detail specific portions of the work required by the

contract. The Government may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.

(e) If this contract requires shop drawings, the Contractor shall coordinate all such drawings, and review them for accuracy, completeness, and compliance with contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to the Contracting Officer without evidence of the Contractor's approval may be returned for resubmission. The Contracting Officer will indicate an approval or disapproval of the shop drawings and if not approved as submitted shall indicate the Government's reasons therefore. Any work done before such approval shall be at the Contractor's risk. Approval by the Contracting Officer shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved in accordance with (f) of this clause.

(f) If shop drawings show variations from the contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the Contracting Officer approves any such variation, the Contracting Officer shall issue an appropriate contract modification, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued.

(g) Upon completing the work under this contract, the Contractor shall furnish ONE set of prints of all shop drawings as finally approved. These drawings shall show changes and revisions made up to the time the equipment is completed and accepted.

#### **SUSPENSION OF WORK – FAR 52.242-14**

(a) The Engineer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Engineer determines appropriate for the convenience of the Government.

(b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted

3) by an act of the Engineer in the administration of this contract, or

4) by the Engineer's failure to act within the time specified in this contract (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption, and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause including the fault or negligence of the Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this contract.

(c) A claim under this clause shall not be allowed—

3) For any costs incurred more than 20 days before the Contractor shall have notified the Engineer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order); and

- 4) Unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

#### **CHANGES—FIXED PRICE (AUG 1987)**

(a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

- (1) Description of services to be performed.
- (2) Time of performance (i.e., hours of the day, days of the week, etc.).
- (3) Place of performance of the services.
- (4) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the Government, in accordance with the drawings, designs, or specifications.
- (5) Method of shipment or packing of supplies.
- (6) Place of delivery.

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

(c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(d) If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.

(e) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

#### **WARRANTY OF CONSTRUCTION (MAR 1994) – FAR 52.246-21**

(a) In addition to any other warranties in this contract, the Contractor warrants, except as provided in paragraph (i) of this clause, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or design furnished, or workmanship performed by the Contractor or any subcontractor or supplier at any tier.

(b) This warranty shall continue for a period of 1 year from the date of final acceptance of the work. If the Government takes possession of any part of the work before final acceptance, this warranty shall continue for a period of 1 year from the date the Government takes possession.

(c) The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to Government-owned or controlled real or personal property, when that damage is the result of—

- (1) The Contractor's failure to conform to contract requirements; or
  - (2) Any defect of equipment, material, workmanship, or design furnished.
- (d) The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for 1 year from the date of repair or replacement.
- (e) The Contracting Officer shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage.
- (f) If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the Government shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.
- (g) With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall—
- (1) Obtain all warranties that would be given in normal commercial practice;
  - (2) Require all warranties to be executed, in writing, for the benefit of the Government, if directed by the Contracting Officer; and
  - (3) Enforce all warranties for the benefit of the Government, if directed by the Contracting Officer.
- (h) In the event the Contractor's warranty under paragraph (b) of this clause has expired, the Government may bring suit at its expense to enforce a subcontractor's, manufacturer's, or supplier's warranty.
- (i) Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defects of material or design furnished by the Government nor for the repair of any damage that results from any defect in Government-furnished material or design.
- (j) This warranty shall not limit the Government's rights under the Inspection and Acceptance clause of this contract with respect to latent defects, gross mistakes, or fraud

#### **EXCUSABLE DELAYS (APR 1984)**

- (a) Except for defaults of subcontractors at any tier, the Contractor shall not be in default because of any failure to perform this contract under its terms if the failure arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of these causes are (1) acts of God or of the public enemy, (2) acts of the Government in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. "Default" includes failure to make progress in the work so as to endanger performance.
- (b) If the failure to perform is caused by the failure of a subcontractor at any tier to perform or make progress, and if the cause of the failure was beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be deemed to be in default, unless—
- (1) The subcontracted supplies or services were obtainable from other sources;
  - (2) The Contracting Officer ordered the Contractor in writing to purchase these supplies or services from the other source; and
  - (3) The Contractor failed to comply reasonably with this order.

(c) Upon request of the Contractor, the Contracting Officer shall ascertain the facts and extent of the failure. If the Contracting Officer determines that any failure to perform results from one or more of the causes above, the delivery schedule shall be revised, subject to the rights of the Government under the termination clause of this contract.

## **Section 2**

**RESERVED**

### **Section 3. Evaluation and Qualification Criteria**

This section, read in conjunction with Section 1, Instructions to Bidders 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**

To qualify for award of the Contract, in accordance with ITB Sub-Clause 4.5, bidders are expected to confirm and submit:

- (a) Information regarding Work at hand and status (to comply with this requirement, works at hand should be at least 70 percent complete);
- (b) Proposed equipment for carrying out the Works;
- (c) Proposed personnel for the assignments for administration and execution of the Contract;

## Section 4. Bidding Forms

### List of Forms

Bid Submission Form

Bid Security Form (Bank Guarantee)

Economic Adjustment Form for Specified Materials

Note: All forms shown the information to be completed by the Bidder in bold 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. 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 34 of the Instructions to Bidders.*

### **Bid Submission Form**

Date: **[insert date]**

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

Page **[insert page number]** of **[insert total number of pages]** pages

To: **[insert complete name of Employer]**

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 required is Ethiopian 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 35 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.
- (l) We accept the appointment of **[insert name of adjudicator proposed in the BDS]** as the Adjudicator. **[or]** We do not accept the appointment of **[insert name of adjudicator proposed in the BDS]** as the Adjudicator, and propose instead that **[insert name]** be appointed as Adjudicator, whose daily fees and biographical data are attached.

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

**Name: [insert complete name of person signing the Bid]**

Duly authorized to sign the bid for and on behalf of: **[insert complete name of Bidder]**

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ **[insert date of signing]**

*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: **[insert date]**

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

Page **[insert page number]** of **[insert total number of pages]** pages

To: **[insert complete name of Employer]**

Whereas **[insert complete name of Bidder]** (hereinafter "the Bidder") has submitted its bid dated **[insert date (as day, month and year) of bid submission]** for procurement reference no. **[insert procurement reference no]** for the construction of **[insert name of Contract]**, hereinafter called "the Bid."

KNOW ALL PEOPLE by these presents that WE **[insert complete name of bank issuing the Bid Security]**, of **[insert city of domicile and country of nationality]** having our registered office at **[insert full address of the issuing institution]** (hereinafter "**the Bank**"), are bound unto **[insert complete name of the Employer]** (hereinafter "the Employer") in the sum of **[specify in words the amount and currency of the bid security (specify the amount and currency in figures)]**, 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 **[insert day in numbers]** day of **[insert month]**, **[insert year]**.

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: **[insert complete name of person signing the Bid Security]** In the capacity of **[insert legal capacity of person signing the Bid Security]**

Signed: **[insert signature of person whose name and capacity are shown above]**

Duly authorized to sign the bid for and on behalf of: **[insert complete name of bank]**

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ **[insert date of signing]**

### Economic Adjustment Form for Specified Materials

*The contract is subject to price adjustment as follows:-*

*“The adjustment to amounts payable in monthly statements in respect of changes in cost and legislation shall be determined based on basic material prices submitted during tendering period. The basic material prices shall be submitted as follows:*

<i>Item No.</i>	<i>Description of Materials</i>	<i>Source of Material</i>	<i>Unit of Measurement</i>	<i>Base Price of Material/Unit</i>
<i>1</i>	<i>Cement</i>			
<i>2</i>	<i>Reinforcement Steel</i>			

*Tenderers are required to fill the above table and should also provide quotations for the base price in Addis Ababa and price adjustment shall be performed in comparison with the quoted base price in Addis Ababa and the current price of the said materials in Addis Ababa. The difference in costs of only the above materials will be paid the contractor as price adjustment.*

- 1) The source of material shall be subject to the approval of the Employer for its reputation and reliability.”*
- 2) The Base prices shall be prices obtained from the Tenderer’s suppliers valid at a date 15 days prior to the date for submission of tenders*
- 3) Base price for cement shall be ex- factory price at Addis Ababa of Mughher cement factory.*

**SECTION 5****CROWN AGENTS USA INC.  
FIXED-PRICE CONTRACT****FOR CONSTRUCTION OF WORKS BY LOCAL CONTRACTOR  
FUNDED BY THE U.S. AGENCY FOR INTERNATIONAL DEVELOPMENT  
PURSUANT TO HEALTH CENTER RENOVATION PROJECT IN ETHIOPIA**CA-USA CONTRACT NO.: P0\_-08

CA-USA Inc. Contact	Contractor Contact
Noel Nclntosh	
Project Director	
Crown Agents - USA Inc.	
Dabi Complex, 5 <sup>th</sup> Floor	
Bole Road	
Addis Ababa, Ethiopia	
Tel. 011 662-89-69/70/71	

DESCRIPTION OF WORKS : **Renovation and upgrading of \_\_\_\_\_ Health Centres in \_\_\_\_\_ Region, works to include:**

*Rehabilitation of the Existing Building and minor expansions involving demolishing, patching and removing the damaged part and reconstruction of masonry, concrete, call, carpentry and joinery ,metal and finishing, painting, glazing works, sanitary and electrical installations.*

TOTAL PRICE OF WORKS : \_\_\_\_\_ ETBCONTRACTOR OFFER/PROPOSAL: P0\_-08/ ----- 200---EFFECTIVE DATE: ----- 200---START DATE : 7 Days from the Date of Site Hand OverINTENDED COMPLETION DATE: ----- Calendar Days**CONTENTS OF CONTRACT:**

*Cover Page; Fixed-Price Contract; Att. A: Specification of Works, Att. B: Bill of Materials, priced); Att. C: Schedule; Att. D: Drawings; Att. E. Mandatory U.S. Government Standard Provisions Relating to Construction*

**IN WITNESS WHEREOF**, the Parties hereto, through their authorized representatives, have duly executed this Contract below.

<b>FOR: CROWN AGENTS USA INC.</b>	<b>FOR: CONTRACTOR</b>
By:	By:
Title: Project Director	Title:

**FIXED-PRICE CONTRACT**  
for  
**CONSTRUCTION OF WORKS BY LOCAL CONTRACTOR**  
**FUNDED BY THE U.S. AGENCY FOR INTERNATIONAL DEVELOPMENT**  
**PURSUANT TO HEALTH CENTER RENOVATION PROJECT IN ETHIOPIA**

**[Note: See Article 54 for Definitions of Terms]**

THIS AGREEMENT (the "Contract") is made and entered into, once mutually executed, on the Effective Date stated below by and between **Crown Agents USA Inc.**, a corporation organized under the laws of the District of Columbia, U.S.A., with its principal place of business at 1725 "I" Street, N.W. / Suite 400 / Washington, D.C. 20006-2012 ("CA-USA"), and \_\_\_\_\_ ("Contractor"), a \_\_\_\_\_ organized under the laws of Ethiopia and with its principal place of business at Addis Ababa, Ethiopia.

In consideration of the promises, mutual agreements, and covenants set forth below, the adequacy of which as to each Party is hereby acknowledged, each Party represents that it has taken or caused to be taken all steps required by its Articles of Incorporation and By-Laws, and by all applicable laws, to authorize the execution and performance of this Contract as a binding and enforceable agreement, and therefore, the Parties have agreed as follows:

1. **Basic Obligations.** Contractor shall, in accordance with the requirements of this Contract (including, without limitation, the Specifications, Drawings, and approved Schedule), (a) commence executing the Works on or as soon after the Start Date as possible; (b) construct and install the Works, including all of the services described in this Contract; (c) successfully complete the Works by or before the Intended Completion Date; and (d) remedy all defects within the Defects Liability Period. In consideration of such performance, CA-USA will make payments to Contractor as hereinafter described.

2. **The Contract.** This Contract consists of the following, as amended from time to time: (a) the present Fixed-Price Contract document, signed by both Parties; (b) Attachment A, Specification of the Works; (c) Attachment B, Bill of Materials; (d) Attachment C, Schedule, as approved by the Project Manager; (e) Attachment D, Drawings; (f) Attachment E, Mandatory U.S. Government Standard Provisions Relating to Construction; and (g) any other document(s) and provision(s) and contract clauses referenced in any of the foregoing (whether or not the text thereof is set forth in full); each and all of which shall be deemed to constitute an integral part of this Contract. See also FAR 52.215.8 Order of Precedence.

3. **Contract Type and Price.** (a) This Contract is awarded to and will be performed by Contractor on a firm, fixed price basis. The Price is all-inclusive, covering all work and other inputs; all risks, costs, liabilities and operations other than those expressly allocated to CA-USA by specific Contract provision(s); all fees and profits, however described; all taxes in effect within Ethiopia (see FAR 52.229-6, TAXES-FOREIGN FIXED-PRICE CONTRACTS (JUNE 2003), which is hereby incorporated into this Contract); and all other elements necessary for Contractor to successfully perform all of Contract requirements (including without limitation all materials, equipment, transportation, labor, supervision and other Bill of Materials items ).

(b) Notwithstanding the foregoing, Contractor may earn an incentive payment (see Article 8) over and above the Price for successful completion of the Works prior to the Intended Completion Date.

4. **Performance Period.** Performance of this Contract shall begin on the date set forth in the notice of award (the "Start Date") and shall continue, unless extended or terminated by CA-USA, until the end of the Defects Liability Period.

5. **Authorized Geographic Code.** All commodities, services and subcontractors pursuant to this Contract shall be from the Authorized Geographic Code and comply with the requirements of the following, as from time to time amended: (a) AIDAR 752.225-70, SOURCE, ORIGIN AND NATIONALITY REQUIREMENTS; (2) AIDAR 752.225-71, LOCAL PROCUREMENT; and (3) USAID Regulation 28, 22 CFR Part 228, "Rules on Source, Origin and Nationality for Commodities and Services Financed by USAID." The Authorized Geographic Code for this Contract is Code 935 as defined in 22 CFR 228.03( c), which includes the U.S., Ethiopia and all other countries other than Foreign Policy Restricted Countries (Cuba, Iran, Laos, Libya, North Korea and Syria). In no case will procurement of commodities or services, or from subcontractors, be approved from a Foreign Policy Restricted Country. With respect to commodities furnished pursuant to the Contract, Contractor shall ensure compliance with USAID marking requirements in AIDAR 752.7009 at no extra charge.

6. **Marking.** (a) Contractor shall mark construction site(s) in accordance with AIDAR 752.7009 and USAID's Graphic Standards Manual using the Project's USAID approved Branding Strategy and Marking Plan.

(b) With respect to commodities furnished pursuant to the Contract, Contractor shall ensure compliance with USAID marking requirements in AIDAR 752.7009 at no extra charge.

7 **Authorities.** (a) The following CA-USA personnel shall have the authorities indicated, subject to the limitations set forth in Article 6(b) and subject to assignment of additional or revised duties by CA-USA at any time or from time to time by written notice to Contractor:

(1) The Project Director shall be CA-USA's principal representative in supervising Contract performance. In addition to any other functions specified elsewhere in the Contract, (s)he shall have the authority to issue written Change Orders, irrespective of value. The Project Director may at any time and from time to time, by written notice to Contractor with the approval of the CA-USA home office, delegate (or subsequently cancel or modify a previously issued delegation of any of his/her duties and responsibilities to others.

(2) The Engineer shall have the authorities assigned in the Specification of the Works (Attachment A) as well as in other provisions of this Contract, e.g. to issue Completion, payment as set forth in the contract.

(3) The Site Engineer shall have the authority to stop work or to correct any practice affecting health and safety. (S)he shall also have the authority to issue written Change Orders estimated to cost up to 5,000 Ethiopian Birr each.

(4) The Procurement Manager shall have the authorities specified in the Articles of this Contract entitled "Schedule" and "Changes", without limitation.

(b) Notwithstanding the foregoing, the following limitations shall be placed on the authorities of each official designated above: (1) only the Project Director shall have the authority to negotiate the final amount of the equitable adjustment (price) of any Change Order; (2) none of these officials shall have the authority to modify or amend the Contract.

8. **Subcontracting.** Contractor may subcontract with the Project Director's approval. Notwithstanding such approval, Contractor shall remain solely responsible for performance of the Contract.

9. **Payment.** (a) Contractor may invoice, and shall promptly be paid by CA-USA subject to any other provisions of this Contract, for the following percentages of the Price upon successful performance of specific milestones:

- |  |             |
|--|-------------|
| (1) Initial Payment after 7 (Seven) calendar days from the date of handing over of the site,   | <u>20 %</u> |
| (2) Interim Payment on completion of concrete and block work (up to tie top beam level) for new works or major modification works, external installation of sanitary, electrical and/or completion of septic tank, dry latrine, ash pit, soak away pit, placenta pit ...etc for renovation works | <u>45 %</u> |
| (3) Final Payment, on issue of the Final Acceptance Certificate  | <u>30 %</u> |
| (4) Retention Sum, to include the Defect Liability Period of 1 year  | <u>5%</u>   |

(b) The Engineer will be required to certify each payment as being commensurate with value received in terms of such factors as the stage of Works Completion, Contractor's costs incurred, and progress with respect to furnishing items in the Bill of Materials, among other factors. If at any time the Engineer, in consultation with the Procurement Manager, determines that the value received is less than contemplated when the milestone in question was formulated, (s)he may recommend to the Project Director, and the Project Director may implement, with notice in writing to Contractor, a temporary withholding or retention until the situation improves and the value received returns to balance.

(c) Each invoice to be submitted in accordance with this Article shall be accompanied by such supporting documents as the Procurement Manager may reasonably prescribe, by written notice to Contractor. In addition, each invoice shall contain a certification, manually signed by an official authorized to bind the Contractor, as follows:

"I hereby certify, to the best of my knowledge and belief, that - -

(1) The amounts requested are due and owing under, and are only for performance in accordance with the Specifications and other terms and conditions of, CA-USA Contract no. [PO---08](#);

(2) All payments due to subcontractors and suppliers from previous payments received under the Contract have been made, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements and other applicable requirements;

(3) This request for payment does not include any amounts which are intended to be withheld or retained from a subcontractor or supplier in accordance with the terms and conditions of the subcontract;

(4) This certification is not to be construed as final acceptance of a subcontractor's performance; and

(5) Contractor will promptly make full refund of any amount subsequently determined by CA-USA or the U.S. Government to have been paid based on erroneous, false or

fraudulent information, or to have otherwise not been earned under, or to have been in violation of, the Contract.”

(d) Further detailed procedures for payment may be formulated by CA-USA at any time, or from time to time, with written notice to Contractor.

(e) In addition to the above payments of the Contract Price, for each full day that Completion of the Works is achieved prior to the Intended Completion Date, Contractor shall be paid an incentive payment at the rate of NIL per day, up to a maximum total incentive payment amount of NIL.

(f) All invoices and payments shall be denominated exclusively in Ethiopian Birr. CA-USA accepts no risk as to the value of Ethiopian Birr relative to any other currency; all such risks shall be borne by Contractor.

10. **Conversion of U.S. Dollars to Local Currency.** Before or upon commencing Contract performance, and from time to time thereafter, Contractor shall consult with CA-USA, which will provide, in writing, the procedure(s) (if any), required by the U.S. Government to be followed in converting U.S. dollars to local currency. Such procedure(s) may include, without limitation, conversion through the cognizant U.S. Disbursing Officer or Mission Controller.

11. **Schedule.** Contractor shall prosecute the work called for in this Contract diligently in accordance with the agreed Schedule. See Attachment C, FAR 52.236-15. References to the “Contracting Officer” therein shall be deemed to mean the Procurement Manager. No Schedule-related or other approvals by the Procurement Manager shall in any way alter the Contractor’s obligations pursuant to this Contract.

12. **Superintendence by Contractor.** At all times during performance of this Contract and until the work is completed and accepted the Contractor shall directly superintend the work or assign and have on the Site a competent superintendent who is satisfactory to CA-USA and has the authority to act for Contractor.

13. **Security.** Contractor acknowledges the importance of security considerations in performing the Contract work, and agrees to comply fully with all applicable U.S. Government security requirements. The costs of such compliance shall be conclusively deemed to have been included in the Price, except and only to the extent otherwise agreed to by CA-USA.

14. **Delays Ordered by Project Manager.** The Project Director may instruct the Contractor to delay the start, progress, or completion of any activity within the Works. Claims for an equitable adjustment to the contract must be processed in accordance with the Changes clause at Article 17 of this contract.

15. **Management Meetings.** At any time during the Contract performance period, the Procurement Manager may require Contractor to attend a management meeting to review the plans for the remaining work and to deal with matters raised in accordance with the early warning procedure. The Procurement Manager shall record the business of management meetings, including without limitation any decisions by the Procurement Manager taken at the meeting with respect to the responsibilities of the Parties to take specific actions) and provide copies of the record to those attending the meeting and to any other person(s) designated by the Parties.

16. **Inspection and Tests.** Inspection and testing of work shall be governed by FAR 52.246-12, INSPECTION OF CONSTRUCTION (AUG 1996), which is hereby incorporated

by reference. Unless otherwise approved by CA-USA, all tests performed within Ethiopia will be at the Contractor's expense, without extra charge to the Contract.

17. **Quantities.** With respect to specific items of goods or services listed in the Bill of Materials, the Contract Price shall be deemed to include both the quantities specified and any additional quantities up to **5%** of the specified quantities if/as necessary. In the event that additional quantities of any these item(s) above **5%** are needed, Contractor shall notify CA-USA in advance and obtain written authorization before supplying such item(s). If approved, such item(s) shall be charged to the Contract at the unit price(s) specified in the Bill of Materials and the aggregate amount of all such item(s) on this basis shall be added to the Contract Price through an Amendment. If the quantities required are significantly less than those set forth in the Bill of Materials, CA-USA shall issue a Change Order incorporating a downward equitable adjustment in the Contract Price.

18. **Changes.** FAR 52.243-5, CHANGES AND CHANGED CONDITIONS (APR 1984) is hereby incorporated by reference. When a Change Order is issued by an authorized official (see Article 8), Contractor shall submit to the Procurement Manager a fully detailed, priced offer to perform the work covered by the Change Order within seven (7) days, following receipt of which, the Procurement Manager will initiate negotiations with Contractor on an equitable adjustment within seven (7) additional days.

19. **Discoveries.** Contractor shall immediately notify the Project Director in the event that anything of historical, cultural, archeological, natural or other interest or of significant value is discovered on the Site, and shall carry out the Project Director's instructions for dealing with such items.

20. **Safety.** Contractor shall be solely responsible for the safety of all activities on Site. In addition, both Parties recognize that the Works to be constructed pursuant to this Contract will directly affect, and be crucial to the preservation of, human health, safety and security; the Contractor shall therefore keep the foregoing in mind in obtaining required goods and materials and performing all Contract work, ensuring achievement of a level of quality and functionality commensurate with the seriousness of the endeavor.

21. **Labor Disputes.** Contractor shall immediately notify CA-USA (providing all relevant information) whenever it knows, or has reason to know, that any actual or potential labor dispute is delaying or threatens to delay the timely performance of the Contract.

22. **Non-ETHIOPIAN Employees.** Contractor is encouraged to recruit or employ U.S. citizen, U.S. lawfully admitted permanent resident alien, and third-country national employees in the performance of the services called for in this Contract. Prior to doing so, however, Contractor shall consult with CA-USA, which will supply certain mandatory special provisions required by U.S. Government laws, regulations, rules and policies. Contractor agrees to comply with such special provisions without additional cost to this Contract, unless and except to the extent otherwise agreed by CA-USA in advance.

23. **Workers' Compensation.** As and to the extent applicable, Contractor shall comply with FAR 52.228-3, WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT) (APR 1984) requiring the purchase of workers' compensation insurance for employees.

24. **Manuals and Drawings.** If "as built" drawings and/or operating and maintenance manuals are required, Contractor shall supply them in a form and substance acceptable to CA-USA by the date specified in the Specifications or the approved Schedule (failing which, CA-USA reserves the right to withhold an appropriate amount from payments otherwise due pending submission of acceptable items).

25. **Restrictions on Certain Purchases.** Unless otherwise authorized in writing by CA-USA on a case-by-case basis, Contractor shall not acquire any supplies or services for use in Contract performance from Cuba, Iran, Iraq, Libya, North Korea or Sudan.

26. **U.S. Government Facilities or Personnel.** Contractor and its employees and consultants are not allowed to use CA-USA or U.S. Government facilities (e.g., office space or equipment) or personnel in the performance of Contract services unless and except to the extent that CA-USA specifically authorizes such use in advance in writing. If at any time it is determined that such use has nevertheless occurred without authorization, CA-USA may, at its sole option, deduct the value of such facilities or personnel from any payment(s) otherwise due to Contractor.

27. **Contractor-USAID Relationships.** Contractor acknowledges that this Contract is an important part of the U.S. Foreign Assistance Program and agrees that its operations and those of its employees in the Cooperating Country will be carried out in such a manner as to be fully commensurate with the responsibility which this entails. Contractor also agrees to be subject to the guidance of the USAID Mission Director on such matters as (s)he may deem necessary in the foreign policy of the U.S. Government. In the event that the conduct of any Contractor employee is deemed not to be in accordance with the requirements of this Article, CA-USA shall consult with USAID and relay the decision of USAID regarding step(s) that need to be taken. The Parties recognize the right of the U.S. Ambassador to direct the removal from a country of any U.S. citizen or the discharge from this Contract of any third country national or Cooperating Country national when, at the Ambassador's discretion, the interests of the U.S. Government so require. Under these circumstances, termination of an employee and replacement by an acceptable substitute shall be at no cost to CA-USA or USAID. If it is determined that the services of such employee shall be terminated, Contractor shall use its best efforts to cause the return of such employee to the U.S. or point origin as appropriate.

28. **Communications.** All communications with the U.S. Government or the Prime Contractor concerning the Contract or the Project of which it forms a part shall be made through CA-USA unless otherwise authorized by CA-USA. If Contractor is called upon by the U.S. Government to communicate regarding the Contract or the Project, Contractor shall notify and consult with the Project Director before responding.

29. **No Encumbrances.** Contractor shall not pledge, assign, hypothecate, lien, or otherwise encumber the plant, equipment, materials and supplies used or for use in performing this Contract.

30. **Compliance with Law.** In performing its obligations and exercising rights pursuant to this Contract, Contractor shall comply with all applicable laws, as amended from time to time. All risks and costs of achieving such compliance shall be exclusively for Contractor's account; the costs shall conclusively be deemed to be included in the Contract Price.

31. **Early Warning.** Contractor shall notify the Project Director in writing 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 Project Director may require Contractor to provide an estimate of the anticipated effect(s) of the future event or circumstance on the Contract Price and/or Completion Date. Contractor shall (a) provide the requested estimate as soon as reasonably possible; (b) cooperate with the Project Director in making and considering proposals for how to avoid or mitigate the effect(s) of such an event or circumstance; and (c) carry out any resulting instruction from the Project Director.

32. **Suspension of Work.** FAR 52.242-14, SUSPENSION OF WORK (APR 1984) shall apply to this Contract, and is hereby incorporated by reference.

33. **Disputes Between the Parties on Matters Involving the U.S. Government.** Notwithstanding any other provision of this Contract, any action by a cognizant U.S. Government official purporting to act within his/her authority under or in connection with the Prime Contract or the present Contract, that binds CA-USA shall also bind Contractor to the extent that it relates to or affects the Contract.

34. **Disputes.** (a) Subject to Article 32 above, all disputes arising under or relating to this Contract, its making and performance, and the surrounding facts and circumstances (all of the foregoing collectively referred to as "Disputes"), shall be subject to good faith discussions between the Parties seeking an amicable, informal resolution.

(b) If no agreement is reached within a reasonable time, either Party may notify the other Party in writing that a Dispute exists; if there is no agreement after another thirty (30) days, either Party may refer the Dispute to arbitration in accordance with this Article 27. Such arbitration shall be the sole method of resolving Disputes between the Parties.

(c) Arbitration shall be conducted in English before a single arbitrator in such location as may be mutually agreed (failing agreement on which, the place shall be Washington, D.C.), and in accordance with the International Arbitration Rules of the American Arbitration Association ("AAA") then prevailing. Unless otherwise agreed in writing, the arbitrator shall decide the case solely upon the submission of written documentation and statements, examining such materials and resolving the matter by issuance of a written decision, with supporting findings and reasons, which may include a monetary award, but not penalty or punitive, consequential or exemplary damages, however described. An award in accordance with this Article shall be final and binding on both Parties. Judgment may be entered upon the award in any court of competent jurisdiction, or application may be made to such court for judicial acceptance of the award and an order for enforcement, without contestation by Contractor.

(d) Notwithstanding the existence or pendency of a Dispute, or the conduct of an arbitration, Contractor shall, unless and to the extent specifically approved by CA-USA, continue fully to perform its obligations pursuant to the Contract.

35. **Notices.** (a) Contract notices shall be in writing, manually signed by the notifying Party's authorized representative, and mailed postage prepaid or, if sent by recognized express courier, personally delivered, and in all cases addressed as follows:

To CA-USA:

Noel McIntosh MD, ScD  
Project Director  
Crown Agents USA Inc.  
Wereda 17, Kebele 20, H.NO. 5058  
Bole Road, Dabi Building 5<sup>th</sup> Floor  
Phone: 251-011-662-89-69/70/71  
Fax: 251-011-662-89-73  
Addis Ababa, Ethiopia  
Re: Contract No.: P05-08

To Contractor:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Re: Contract No.: \_\_\_\_\_

(b) Contract notices transmitted orally or by e-mail, facsimile, telegram or telex may be provided as advance copies, provided that an identical copy is promptly transmitted in accordance with Article 34(a) above. Notices shall be effective when received, or on the effective date of a received notice, whichever is later.

36. **U.S. Government-Required Certifications.** Contractor shall, upon request, promptly furnish to CA-USA any standard certification required by any U.S. Government law, regulation or policies in effect on the Effective Date of this Contract or enacted thereafter. As used in this article 35, the word "certification" shall include without limitation any plan or course of action or record keeping function, representation or document of similar tenor.

37. **Completion.** The Intended Completion Date will be as specified in the approved Schedule. Upon completion of the entire Works ready to use, Contractor shall ask the Engineer to issue a Certificate of Completion of the Works, and the Engineer will do so upon deciding that the Works are in fact successfully completed. The issuance of such Certificate shall constitute acceptance of the Works, and the beginning of the Defects Liability Period.

38. **Risk and Title.** Unless and only to the extent otherwise specifically stated in any other Article(s) of this Contract, Contractor shall retain all risk and title to plant, equipment, materials and supplies for incorporation into the Works until they have been accepted by CA-USA, at which point, or at such earlier point as may be provided for in any other Contract provision(s), risk and title shall pass directly from Contractor to the U.S. Government (represented by the USAID Mission in Ethiopia).

39. **Defects Liability.** Notwithstanding Completion and acceptance, the Contractor is required to provide the standard U.S. Government warranty of construction (see Attachment E) for one year following the issuance of the Certificate of Completion.

40. **Independent Contractor.** The Parties acknowledge that the relationship between Contractor and CA-USA pursuant to this Contract is that of an independent contractor, and nothing contained herein shall be deemed to create a relationship of partners, joint venturers, agent and principal, employer and employee, or any relationship other than that of independent contractor. At no time shall either party make or purport to make any commitments or incur any charges, expenses or other obligations for or in the name of the other Party.

41. **Indemnities.** Contractor shall indemnify and hold harmless CA-USA and its officers, directors, employees and agents from and against all claims, damages, losses and expenses with respect to the death, injury or disability of any persons and damage to or destruction of any property (including loss of use) arising out of, resulting from or connected in any way with the performance of this Contract by Contractor or Contractor's officers, employees, agents, subcontractors or their officers or employees. Contractor shall, at its own expense, defend all suits or claims (whether or not false, fraudulent or groundless) by third parties alleging such injury or damage and shall pay all reasonable charges of attorneys, court costs, awards and all other costs and expenses in connection therewith. This provision shall survive expiration or termination of this Contract.

42. **Approvals.** All approvals (and requests therefore) required or permitted to be given pursuant to this Contract by CA-USA shall be in writing and, except when extraordinary circumstances make it impracticable, shall be requested by Contractor sufficiently in advance of the contemplated action to permit approval, disapproval or other disposition prior to that action. If, because of existing conditions, it is impossible to obtain prior written approval, the approving official may nevertheless, at his/her discretion, ratify the action after the fact.

43. **Probity.** Contractor shall strictly ensure that it and its officers, directors, employees, agents, consultants and subcontractors avoid (1) any actions in violation of (or that might reasonably be considered to be in violation of) U.S. Government laws, regulations, rules and policies relating to ethics, integrity and proper business practices; and (2) any corrupt practice (including without limitation the offering, giving, receiving or soliciting of anything of value to influence the action of any public official or any officer, employee or director of CA-USA or Contractor) or fraudulent practice (including without limitation misrepresentation of facts to influence a procurement action or Contract execution or administration), to the actual or potential detriment of CA-USA, the U.S. Government, or the Cooperating Country. If an issue should arise concerning compliance with this Article, Contractor shall immediately provide CA-USA with written notice describing the issue, all pertinent facts as known on the date of the notice, any conclusions reached by Contractor as of that date, and any corrective actions proposed. Failure to respond aggressively and appropriately to such issues may be treated by CA-USA as a material Contract breach. Contractor shall indemnify and hold CA-USA harmless for any costs, delays, losses, damages or other liabilities (including without limitation reasonable costs and fees of attorneys and expert consultants and costs and fees incurred in connection with U.S. government investigations) incurred by CA-USA as a result of any occurrences covered by this Article, or any allegations relating to purported occurrences of this nature.

44. **Termination.** CA-USA may terminate this Contract at any time in whole, or from time to time in part, (1) for convenience, in accordance with FAR 52.249-1, TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SHORT FORM) (APR 1984); or (2) due to Contractor's default, in accordance with FAR 52.249-10, DEFAULT (FIXED-PRICE CONSTRUCTION) (APR 1984). CA-USA's rights and remedies pursuant to this Article shall not be deemed to be exclusive and are in addition to any other rights or remedies provided by law or equity, or otherwise in this Contract.

45. **Audits and Recordkeeping.** The U.S. Government's Comptroller General, or an authorized representative, shall have access to and the right to examine any of the Contractor's directly pertinent records involving transactions related to this Contract or subcontracts under it. However, this Article may not be construed to require Contractor or any subcontractor to create or maintain any record not maintained in the ordinary course of business or pursuant to a provision of applicable law. As used in this Article, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in the form of a writing, computer data, or any other form. Contractor shall make available at its office at all reasonable times the records, materials and other evidence described in this Article for examination, audit or reproduction until three (3) years after final payment under (or any earlier termination of) this Contract, provided, however, that in the event of any claims, appeals or litigation arising under or relating to the Contract, Contractor shall retain and provide access under this Article to records until such claims, appeals or litigation are finally resolved. See also FAR 52.215-2 Audits and Records which is incorporated into this contract by reference.

46. **Liquidated Damages for Delay.** Time is of the essence in the performance of this Contract. Contractor acknowledges the urgent need by CA-USA and the U.S. Government for the Works, as well as the difficulty of ascertaining at the time of contracting the precise nature and amount of actual damages that will be suffered in the event of delayed performance. In view of the foregoing, subject to the FAR Clause incorporated into this Contract in Attachment E entitled "Excusable Delays," if Contractor fails to complete the Works by the Intended Completion Date specified in the agreed Schedule, CA-USA may, without prejudice and in addition to any other remedies under the Contract (or otherwise available at law or in equity), deduct from any payment(s) due or to become due to the

Contractor, under or in connection with this or any other agreement, as liquidated damages, a sum of **0.1%** for each calendar day or pro rata thereof of delay, up to a maximum deduction of **10%** percent of the Contract Price. The Parties agree that this sum represents a reasonable estimate of the actual damages anticipated at the time of contracting, and confirm that this amount has been specifically negotiated and mutually agreed upon. Once the maximum deduction has been reached, CA-USA may, in addition and without prejudice to any other termination right set forth in the Contract, unilaterally terminate this Contract for default.

47. **Offsets.** At any time, or from time to time, CA-USA reserves the right to deduct from any payment otherwise due to Contractor all or part of any amount, whether in connection with this Contract or any other agreement, that CA-USA determines it is owed by Contractor. CA-USA will use this authority cautiously and fairly, providing advance written notice and an opportunity to comment whenever doing so is deemed practicable in CA-USA's sole discretion (if prior notice is deemed impracticable, CA-USA will give notice subsequently).

48. **Confidentiality.** (a) Information which either Party may disclose to the other shall not be deemed to be confidential and shall be acquired free from any restriction, unless the information is proprietary to the disclosing Party and, if it is disclosed in tangible form, the disclosing Party marks such information as "Proprietary," "Restricted," or "Confidential." Any confidential information disclosed verbally must be expressly identified as confidential at the time of disclosure and thereafter reduced to tangible form with a copy, prominently marked as aforesaid, delivered to the receiving Party within ten (10) days of the verbal disclosure. When a writing contains both confidential and non-confidential information, the disclosing Party shall specifically note which information is deemed confidential.

(b) Each Party shall exercise the same degree of care to avoid the publication or dissemination of the other Party's confidential information as it affords to its own confidential information of a similar nature which it desires not to be published or disseminated. Confidential information disclosed under this Contract shall only be used by the receiving Party in the furtherance of this Contract and the performance of its obligations hereunder.

(c) The obligation of the Parties not to disclose confidential information shall survive the expiration or termination of this Contract. However, neither Party shall be obligated to protect confidential information of the other which: (1) is rightfully received by the receiving Party from another person without restriction; (2) is known to or developed by the receiving Party independently without use of the confidential information; (3) is or becomes generally known to the public by other than a breach of duty hereunder by the receiving Party; (4) has been or is hereafter furnished to others without restriction on disclosure; or (5) is known or available to the receiving Party by inspection or market analysis.

(d) The obligation not to use or disclose said confidential information shall end five (5) years after the date of receipt of said confidential information, except with respect to any Software, for which the obligation shall continue until the occurrence of any of the events listed in paragraph (c) above. Nothing contained herein shall be construed as preventing CA-USA from sublicensing or marketing Software or documentation to the U.S. Government. CA-USA shall be permitted to disclose confidential information to its affiliated entities, third parties and others in furtherance of the Project, provided, however, that such affiliated entities, third parties and others agree to protect such information to the extent provided herein.

(e) Contractor hereby authorizes CA-USA to incorporate Contractor-provided proprietary Information in submissions to the U.S. Government and the U.S. Government Prime Contractor, provided that it bears an appropriate restrictive legend.

49. **Government-Required Certifications.** Contractor shall furnish to CA-USA any certification(s) required by any applicable law or USAID regulation or policies in effect on the date of this Contract or subsequently enacted or promulgated. As used in this Article, the word "certification(s)" shall include any plan or course of action or record keeping function, representation or document of similar tenor.

50. **Terrorism.** Contractor is reminded that U.S. Executive Orders and U.S. law prohibit transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is Contractor's legal responsibility to ensure compliance with these Executive Orders and laws. This provision shall be included in all lower-tier subcontracts under this Contract.

51. **Language and Law.** The governing language of this Contract and all notices and communications in connection with it shall be English, and any translations shall be non-binding. This Contract, its making and performance, and the surrounding facts and circumstances shall be interpreted in accordance with the following in order of precedence: (1) the Contract Provisions; and (2) the laws in effect in Washington, the District of Columbia, U.S.A., without regard to its conflict of laws rules.

52. **Measurement.** All measurements required or authorized pursuant to this Contract shall be in metric system units of measurement, unless otherwise authorized by CA-USA.

53. **Assignment.** Contractor may not assign or transfer the Contract (including without limitation any performance or the right to receive payment(s) thereunder) in whole or in part without CA-USA's prior written approval. Any purported assignment or transfer in violation of this Article shall be null and void vis-à-vis CA-USA unless ratified by CA-USA.

54. **Definitions.** When used in this Contract, the following terms, whether or not capitalized, shall have the meanings indicated:

(a) **AIDAR** means the AID Acquisition Regulations (48 CFR Chapter 7), available on the Internet at the USAID web site ("www.usaid.gov");

(b) **Amendment** means a writing modifying the Contract, issued by CA-USA and accepted (or received without provision of written objection to CA-USA within three (3) days) by Contractor;

(c) **Engineer** is the individual natural person, employed by USAID and identified by CA-USA with written notice to Contractor, who exercises the functions set forth in Article 6(a)(2), including, unless otherwise stated, certifying payments;

(d) **CA-USA** means Crown Agents USA Inc.;

(e) **Project Director** is the individual natural person, designated as such by CA-USA with written notice to Contractor, who is primarily responsible for supervising the execution of the Works and administering the Contract, and whose authorities are set forth in Article 6(a)(1);

(f) **Completion Date** means the date of completion of the Works as certified by the Project Manager in accordance with the Article of this Contract entitled, "Completion";

(g) **Contract** means the present Agreement, as described in the Article of this Contract entitled, "The Contract";

(h) **Contractor** means the other Party to this Contract;

(i) **Cooperating Country** means Federal Democratic Republic of Ethiopia

(j) **Day**, unless otherwise expressly stated, means a consecutive calendar day;

(k) **Defect** is any part of the Works not completed in strict accordance with the requirements of the Contract;

(l) **Defects Liability Certificate** is the certificate issued by the Project Manager confirming that all specific defects have been corrected by the Contractor;

(m) **Defects Liability Period** is the period of time stated in the Article of this Contract

entitled "Defects Liability", or twelve (12) months after the Completion Date if no period is specified, in which Contractor remains responsible for correcting defects in the Works despite Completion and Acceptance thereof ;

(n) Drawings include the representations in Attachment D as well as any other calculations and other information provided or approved by the Project Manager for execution of the Contract;

(o) FAR means the Federal Acquisition Regulation (48 CFR Chapter 1), available on the Internet at the FAR Home Page ("www.arnet.gov/far/");

(p) Intended Completion Date is the date specified in the approved Schedule (not subject to change without approval by the Project Manager in the form of an extension of time or an acceleration order) on which the Parties intend that the Contractor shall complete the Works;

(q) Month, unless otherwise specifically stated, means a consecutive calendar month;

(r) Parties means CA-USA and Contractor;

(s) Price shall, unless and except to the extent otherwise specifically stated, mean the firm, fixed, all-inclusive total price specified in the Article of this Contract entitled, "Contract Type and Price";

(t) Procurement Manager is the individual natural person, designated as such by CA-USA with written notice to Contractor, whose authorities are set forth in Article 6(a)(4).

(u) Site is the area so defined in the Specifications, Drawings, and Site Access Map;

(v) Site Supervisor is the individual natural person, designated as such by CA-USA by written notice to Contractor, who exercises the authorities set forth in Article 6(a)(3);

(w) Specifications means the Specification of the Works (Attachment A) included in the Contract, and any modification(s) thereto made or approved by the Project Director;

(x) Start Date is the date specified in the Article of this Contract entitled, "Performance Period", that is the latest date when the Contractor shall commence execution of the Works;

(y) Subcontractor is a person or corporate body who has a contract with Contractor to carry out any part of the Contract work, including without limitation work on the site;

(z) U.S. Government means the government of the U.S.A. (represented, unless otherwise stated, by the U.S. Agency for International Development), acting in its contractual capacity;

(aa) U.S. Government Prime Contract is USAID Contract No. C663-C-06-00428-00 (as modified from time to time) between CA-USA and the U.S. Agency for International Development;

(bb) Works are what the Contract requires Contractor to construct, install, remedy any defects in, and turn over to CA-USA for the U.S. Government, as defined in the Specification, Bill of Materials, Drawings and other portions of the Contract.

55. **Non-Waiver.** CA-USA's failure to insist, in any one or more instances, upon the strict performance of any of the terms, covenants or conditions of this Contract, or to exercise any right(s) hereunder, shall not be construed as a waiver of the future performance of any such term, covenant or condition, or exercise of any such right(s), in the future.

56. **Severability.** If any provision of this Contract is determined by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions shall continue in full force and effect, as if the Contract had been executed with the affected provision eliminated.

57. **Survival of Provisions.** In addition to the rights and obligations which may survive as expressly provided for elsewhere in this Contract, the other provisions which by their nature should survive shall survive and continue after any termination hereof.

58. **Limitation on Damages.** If a claim for damages or a right to any other form of

relief, whether based on contract, indemnity, negligence or otherwise should arise in connection with this Contract, the claiming Party shall take all necessary measures to mitigate the damages or loss to the extent that this can be accomplished without unreasonable cost or inconvenience. In no event shall any such claim or relief include or permit recovery of exemplary or consequential damages, however described.

59. **Exclusive Agreement.** This Contract is the exclusive agreement between CA-USA and Contractor pertaining to the subject matter hereof. It supersedes all prior agreements, understandings, communications, negotiations and discussions, whether oral, written or electronic. No purported trade usage, custom, course of dealing or verbal statements of any kind shall be binding upon CA-USA.

60. **Third Parties Not to Benefit.** This Contract is for the benefit of the Parties hereto, and is not intended to create, nor shall it be deemed to create, any rights in or on behalf of or responsibilities of the Parties to any other person, entity or third party, except as may be otherwise specifically stated herein.

**Section 6.**

**RESERVED**

**Section 7: Contract Forms**

**Table of Forms**

Performance Bond..... 2  
Advance Payment Security..... 4

Note for Bidders: The Performance Bond should be on the letterhead of the issuing Institution and should be signed by a person with the proper authority to sign documents that are binding on the Institution.

### Performance Bond

By this Bond, **[name and address of Contractor]** as Principal (hereinafter called “the Contractor”) and **[name, legal title, and address of surety, bonding company, or insurance company]** as Surety (hereinafter called “the Surety”), are held and firmly bound unto **[name and address of Employer]** as Obligee (hereinafter called “the Employer”) in the amount of **[amount of Bond] [amount of Bond in words]**, for the payment of which sum well and truly to be made in the types and proportions of currencies in which the Contract Price is 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 Contract with the Employer dated the **[day]** day of **[month]**, **[year]** for **[name of Contract]** 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 thereunder, the Surety may promptly remedy the default, or shall promptly:

- (1) Complete the Contract in accordance with its terms and conditions; or
- (2) Obtain a Bid or bids from qualified bidders for submission to the Employer for completing the Contract in accordance with its terms and conditions, and upon determination by the Employer and the Surety of the lowest responsive Bidder, arrange for a Contract between such Bidder and Employer and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term “Balance of the Contract Price,” as used in this paragraph, shall mean the total amount payable by the Employer to the Contractor under the Contract, less the amount properly paid by the Employer to the Contractor; or
- (3) Pay the Employer the amount required by the 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 issuance of the Certificate of Completion.

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 its hand and affixed its seal, and the Surety has caused these presents to be sealed with its corporate seal duly attested by the signature of its legal representative, this **[day]** day of **[month]**, **[year]**.

Signed by \_\_\_\_\_  
on behalf of **[name of Contractor]** in the capacity of \_\_\_\_\_  
In the presence of \_\_\_\_\_  
Date \_\_\_\_\_

Signed by \_\_\_\_\_  
on behalf of **[name of Contractor]** in the capacity of \_\_\_\_\_  
In the presence of \_\_\_\_\_  
Date \_\_\_\_\_

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**

**Financial Guarantee for Advance Payment**

To: **CROWN AGENTS – USA, HCR PROJECT**  
**[Name of Contract]**

Gentlemen:

In accordance with the provisions of the Conditions of Contract, Clause 51 (“Advance Payment”) of the above-mentioned Contract **[name and address of Contractor]** (hereinafter called “the Contractor”) shall deposit with **[name of Employer]** a Bank Guarantee to guarantee his proper and faithful performance under the said Clause of the Contract in an amount of **[amount of Guarantee] [amount in words]**.

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

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

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

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

Yours truly,

Signature and seal: \_

Name of Bank/Financial Institution: \_

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

Date: \_

**ATTACHMENT A:**

**SPECIFICATION OF THE WORKS**

Insert Site Scope of Works/Description of work to be completed

**ATTACHMENT B:**  
**BILL OF MATERIALS**

**ATTACHMENT C:**

**SCHEDULE (AS APPROVED)**

*To be inserted by Contractor in Offer*

**ATTACHMENT D:**

**DRAWINGS**

**ATTACHMENT E:**

**MANDATORY U.S. GOVERNMENT STANDARD PROVISIONS**

**RELATING TO CONSTRUCTION SERVICES**

**(SIMPLIFIED ACQUISITION)**

This Contract incorporates the standard FAR and AIDAR clauses specified below (as well as any other FAR and AIDAR clauses cited in other Contract provisions) in their entirety by reference, with the same force and effect as if they were given in full text. CA-USA will make their full text available to Contractor upon request; the text is also available on the Internet at the FAR Home Page ("www.arnet.gov/far/"). Except where a different meaning is obviously intended, all references in the clauses to contractors shall be deemed to refer to Contractor, and all references to "USAID," "Mission," "the Government," or "the Contracting Officer" shall be deemed to mean CA-USA. All documentation required from Contractor by these clauses shall be submitted to CA-USA, and all approvals shall be submitted to and obtained from CA-USA.

- (1) FAR 52.236-2, DIFFERING SITE CONDITIONS (APR 1984);
- (2) FAR 52.236-3, SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (APR 1984);
- (3) FAR 52.236-5, MATERIAL AND WORKMANSHIP (APR 1984);
- (4) FAR 52.236-7, PERMITS AND RESPONSIBILITIES (NOV 1991);
- (5) FAR 52.236-8, OTHER CONTRACTS (APR 1984);
- (6) FAR 52.236-9, PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS (APR 1984);
- (7) FAR 52.236-10, OPERATIONS AND STORAGE AREAS (APR 1984);
- (8) FAR 52.236-11, USE AND POSSESSION PRIOR TO COMPLETION (APR 1984);
- (9) FAR 52.236-12, CLEANING UP (APR 1984);
- (10) FAR 52.236-15, SCHEDULES FOR CONSTRUCTION CONTRACTS (APR 1984);
- (11) FAR 52.236-17, LAYOUT OF WORK (APR 1984);
- (12) FAR 52.236-21, SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (FEB 1997);
- (13) FAR 52.242-14, SUSPENSION OF WORK (APR 1984)
- (14) FAR 52.243-1, CHANGES — FIXED PRICE (AUG 1987)
- (15) FAR 52.246-21, WARRANTY OF CONSTRUCTION (APR 1984); and
- (16) FAR 52.249-14, EXCUSABLE DELAY (APR 1984).

**ATTACHMENT A:**

**SPECIFICATION OF THE WORKS**

Insert Site Scope of Works/Description of work to be completed

**ATTACHMENT B:**  
**BILL OF MATERIALS**

**ATTACHMENT C:**

**SCHEDULE (AS APPROVED)**

*To be inserted by Contractor in Offer*

**ATTACHMENT D:**

**DRAWINGS**

**ATTACHMENT E:**

**MANDATORY U.S. GOVERNMENT STANDARD PROVISIONS**

**RELATING TO CONSTRUCTION SERVICES**

**(SIMPLIFIED ACQUISITION)**

This Contract incorporates the standard FAR and AIDAR clauses specified below (as well as any other FAR and AIDAR clauses cited in other Contract provisions) in their entirety by reference, with the same force and effect as if they were given in full text. CA-USA will make their full text available to Contractor upon request; the text is also available on the Internet at the FAR Home Page ("www.arnet.gov/far/"). Except where a different meaning is obviously intended, all references in the clauses to contractors shall be deemed to refer to Contractor, and all references to "USAID," "Mission," "the Government," or "the Contracting Officer" shall be deemed to mean CA-USA. All documentation required from Contractor by these clauses shall be submitted to CA-USA, and all approvals shall be submitted to and obtained from CA-USA.

- (1) FAR 52.236-2, DIFFERING SITE CONDITIONS (APR 1984);
- (2) FAR 52.236-3, SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (APR 1984);
- (3) FAR 52.236-5, MATERIAL AND WORKMANSHIP (APR 1984);
- (4) FAR 52.236-7, PERMITS AND RESPONSIBILITIES (NOV 1991);
- (5) FAR 52.236-8, OTHER CONTRACTS (APR 1984);
- (6) FAR 52.236-9, PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS (APR 1984);
- (7) FAR 52.236-10, OPERATIONS AND STORAGE AREAS (APR 1984);
- (8) FAR 52.236-11, USE AND POSSESSION PRIOR TO COMPLETION (APR 1984);
- (9) FAR 52.236-12, CLEANING UP (APR 1984);
- (10) FAR 52.236-15, SCHEDULES FOR CONSTRUCTION CONTRACTS (APR 1984);
- (11) FAR 52.236-17, LAYOUT OF WORK (APR 1984);
- (12) FAR 52.236-21, SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (FEB 1997);
- (13) FAR 52.242-14, SUSPENSION OF WORK (APR 1984)
- (14) FAR 52.243-1, CHANGES — FIXED PRICE (AUG 1987)
- (15) FAR 52.246-21, WARRANTY OF CONSTRUCTION (APR 1984); and
- (16) FAR 52.249-14, EXCUSABLE DELAY (APR 1984).



**Crown Agents, Health Centre Renovations Coordination  
(HCR-c) Project, Request for Proposals Document for**

**Renovation Assessment of Selected Health Centers,  
Preparation of Bills of Quantities and Construction  
Supervision**

<b>Subject of Procurement</b>	under Quality and Cost Based Selection
<b>Procurement Reference Number</b>	HCR-c 02/01/2007
<b>Procurement Method</b>	Request for Proposals
<b>Date of Issue of Request for Proposals</b>	January 2007

## **Table of Contents**

### **Invitation to bid**

#### **Part 1 - Bidding Procedures**

Section 1 – Instructions to Bidders

Section 2 – Bid Data Sheet

Section 3 – Evaluation Criteria

Section 4 – Bidding Forms

#### **Part 2 - Contract**

Section 5 – General Conditions of Contract

Section 6 – Special Conditions of Contract

Section 7 – Contract Forms

#### **Part 3 - Schedule of Requirement**

Section 8 – Terms of Reference

## **Section 8. Terms of Reference**

**Procurement Reference Number: HCR-c 02/01/07**

## **DESCRIPTION OF THE SERVICES**

### **1. BACK GROUND INFORMATION**

Crown Agents was awarded a contract to implement USAID/Ethiopia's Health Center Renovations Coordination (HCR-c) Project. The purpose of this project is to support the Federal Democratic Republic of Ethiopia to provide HIV/AIDS care and treatment services at health centers. The following USAID/Ethiopia results framework addresses the key results expected of this two-year project:

Result 1: Serve as a coordination and synchronization "hub" with national and bilateral stakeholders on health center renovations to support chronic disease management and to leverage United States government resources with the Government of Ethiopia and bilateral agency resources.

Result 2: Provide technical assistance on renovations to the Federal Ministry of Health Region Health Bureaus including technical design, engineering, procurement and logistics support.

Result 3: Provide direct renovation support in selected health centers to support chronic disease management including antiretroviral therapy.

HCR-c Project's primary areas of intervention within the health center are to renovate and/or expand the buildings which are used for HIV/AIDS and chronic disease related services. These are: examination and counseling room, treatment room, MCH and delivery units. However, data required for renovation of other departments, such as pharmacy and laboratory or other parts of the health center, may also be prepared by the Supplier to be used by other USAID and non USAID funded organizations.

In the context of the element of work as described in these Terms of Reference, in order to deliver Result 3 above, the Supplier will provide the Services as described in these Terms of Reference.

In the implementation of these Terms of Reference, the Supplier will utilize documentation developed by the project in consultation with the RHBs for use by the RHBs in the delivery of Result 2 above. Consequently, all the documents developed by the project for execution of renovations and/or expansions of selected health center and the technical assistance would be tested throughout the project life to be used as a guideline for the respective regional health bureaus. In addition up on request by the respective RHB the Supplier may be required to provide technical assistance in the form of demonstrating the use and implementation of the standard forms and techniques in assessment and the subsequent management of renovations developed and put into use under these Terms of Reference.

### **2. OBJECTIVES OF THE SERVICES**

The main objective of the Services is to conscientiously fulfill to the highest professional standard of renovation of selected health centers through the entire renovation, including the defects liability period and to ensure that the works:

- a) Conduct up to 50 assessments for renovation of Procuring Entity identified Health Centers using Procuring Entity developed standard documentation and procedures, throughout the regions of Amehara, Addis Ababa, Oromia, SNNPR and Tigray,
- b) Prepare designs, bills of quantities and associated drawings as part of tender Preparation,
- c) Supervise Works to ensure the renovation in accordance with the General and Particular Conditions of Contract, the Technical Specifications and Engineering Drawings or any amendments thereto;

- d) Standardize the use of available material resources to minimize costs to the Procuring Entity and to simplify the renovation process, in order to expedite renovation process;
- e) Co-ordinate between the Health Centre management and the Works Contractor;
- f) Ensure the renovation is completed within the Contract Price and Time for Completion allowed under the Works Contract or any agreed amendments thereto.

### **3. DURATION OF SERVICES**

The site assessments and construction supervision shall be completed not earlier than twelve (12) months and not to exceed eighteen (18) months including mobilization period, with an anticipated commencement date of February 2007.

### **4. LOCATION OF SERVICES**

It is anticipated that four (4) regional offices will be required to implement these services, supported by through a central office assumed to be based in Addis Ababa. A list indicating currently identified Health Center locations is attached. The locations of the regional offices are expected to be in:

Amehara  
Oromia  
SNNPR  
Addis Ababa  
Tigray

It is the intention of the Procuring Entity that the Supplier should share office space with another US Government funded Implementing Agency operating in the same Region. In this case, the office space would be provided to the Supplier at no charge. However, the Supplier should identify and cost a small office (eg. A hotel room or similar) for use as an option on a scale of one office per Region, with the costs included in the Financial Proposal.

### **5. SCOPE OF THE SERVICES**

#### **5.1. Preliminaries**

The Services shall be carried out in accordance with generally accepted standards of professional practice, following recognised engineering procedures. The Supplier's scope of works is understood to cover all activities necessary to accomplish the stated objectives of these services, while adhering to the aforementioned procedures and practices, whether or not a specific activity is cited in these ToR's.

#### **5.2. Services to be provided**

The Supplier shall carry out site engineering assessments, preparation of BoQ, engineering designs and supervise the construction of all works to be undertaken under the works contract.

5.2.1. Undertaking assessments of health centre buildings with the subsequent report to include, but is not limited to:

- a) Location map with declaration of the surrounding.
- b) Floor Plan sketch with special focus on intervention areas.
- c) Photographs detailing current building condition.
- d) Take-off Sheet for the scope of works.
- e) Specification of works required by room.

- f) Additional works out side the building facilities (such as sanitary, electrical, and access roads) including demands of HC Management.
- g) Specifications & Bill of Quantities.

5.2.2. The Tender Documents with particular emphasis on provisions for:

- a) a detailed breakdown of unit prices, showing all resources proposed for each BoQ items (and any other construction activity).
- b) Preparation of draft and final Engineering Estimates.
- c) Handing over the construction site and conducting supervision works as per the technical specification.
- d) Check Interim and Final Payments and give recommendation.
- e) Monitor the Work Program of the Works Contractors against the submitted Schedule of Works.
- f) Conduct Routine Progress weekly meeting with the Works Contractor regarding quality.
- g) Assess variation to the Works contract and give recommendation for the same.
- h) Arrange Joint inspection with Procuring Entity for provisional and final acceptance.
- i) Inspect the Works prior to Final Acceptance and prepare a check list of outstanding Works.
- j) Prepare Provisional Acceptance Certificate.

#### **Other activities**

- k) Liaise with the RHBs, local populace with project related activities.
- l) Prepare drawings of renovated sections and as-built drawings for the new buildings, where appropriate.
- m) Create and maintain a conducive environment between the contractor and HC management.
- n) Monitor regional prices of materials, transportation, availability and cost of construction labor.
- o) Prepare routine reports to the Procuring Entity.

### **5.3. Contents of the Services**

The Services consist of furnishing engineering services complete in all respects including all fields and office work in strict accordance with the highest standard of the engineering profession and the applicable standards.

## **6. TYPICAL RENOVATION WORKS**

The following is an illustrative list of some of the renovation needs, based on USAID/Ethiopia's previous experience, to provide a rough idea of what will be needed. This list is only illustrative and should not be limiting as different clinics have different needs. The needs assessment, availability of funds and approval by USAID/Ethiopia and host country counterparts will shape the renovation approach for each clinic:

- a) Add or demolish wall partitions whenever necessary to ensure proper functions and facilitate patient flow. Install a patient reception counter at the central location of

each clinic to facilitate patient flow.

- b) Covering areas between multiple structures to improve comfort and flow to create continuous space for patient counseling rooms, waiting areas, administrative offices or secure storage.
- c) Painting of walls, doors, windows and other needed parts of the clinic.
- d) Change, supply or fix non-functioning doors, windows, screens, steel grill and door closures when needed.
- e) Change, supply, or fix toilets and latrines and their accessories, such as toilet flushing systems, manual wash hose spray, toilet paper holders, ceramic on the walls and replace tiles when necessary.
- f) Change, supply or fix sinks in all physician and nurse/midwives' rooms and in other locations as needed for infection prevention. Sinks' accessories such as towel holder, soap holder, soap dispensers and mirrors should also be placed where needed.
- g) Fix water or drainage access or leakage problems that affect safety and infection control practices.
- h) Ensure that running water is available in the whole clinic.
- i) Fix the sinks and cupboards in the labs and kitchenettes to respond to infection control practices.
- j) Examine and fix the electrical connections for safety and function, ensure that adequate light for provision of proper services is available. Ensure that neat wiring is available for different functions and for computer connections at the reception area.
- k) Install, fix or change tiles and ceramic as needed.
- l) Provide necessary changes to have adequate space for service delivery and private counseling for antiretroviral therapy, tuberculosis and IMAI services.
- m) Replace window curtains to provide a standard appearance to all clinics. Install curtains hanging from the ceiling around all examination tables. Install clothes hangers next to examination tables and behind doors.
- n) Fix the clinic outside entrance including gates and floor tiles.
- o) Change signs into clear ones as approved by MOH.
- p) Replace, install, fix water tank pumps, and other connections to provide adequate water supply.
- q) Other functions that are not actually renovation but are necessary to obtain a good product such as thorough cleaning after the renovation work is completed, renting temporary places to carry out clinic functions when people cannot be referred to other close by centers, renting warehouses to keep MOH commodities during renovation, transporting commodities from and to the center before and after renovation.

## **7. STANDARD DOCUMENTS TO BE USED**

As stated above, an output of HC Renovation Co-ordination Project is the development of standardized documents, which will include:

- a) Guidelines for HC Renovation Assessment,
- b) Bill of Quantities List,
- c) MOH HC Standards (Construction Technical Standards),
- d) Architectural Standards and Requirements for Health Centers.

During the implementation of these Terms of Reference, the Supplier will be expected to provide comment and suggestions for improvement of the standard documentation and procedures.

## 8. REPORTS AND DOCUMENTS TO BE PREPARED BY THE SUPPLIER

### 8.1. Reporting Requirement

The Supplier shall prepare and submit directly by hand or by courier to the Procuring Entity the following reports and documents in the numbers stated as per the format that will be provided by the Procuring Entity. Each submitted reporting requirement shall be both hard copy and a single copy on CDR as stated in the table below:

Types of Reports/Documents	No. Copies Required	
	Draft	Final
<b>Phase-I Design &amp; Tender Document Preparation</b>		
Site Visit Report	-	2
Assessment Report	1	2
<b>Phase- II Construction Supervision</b>		
Progress Reports	-	2
Construction Management Documents and Certificates eg Hand Over, Provisional and Final Acceptance etc.	-	1
Any other report suggested by the Supplier during Phases I and II		2

Ecopies of reports and documents should be submitted to be compatible with Microsoft Office 2003 or AutoCad 2007. Hard copy drawings should be submitted, signed and stamped in a color other than black, on A3 plain paper wherever possible.

### 8.2. Reporting Content

A brief description of the contents of these reports is presented as follows:

#### 8.2.1.Site Visit Reports

Site visit reports shall be prepared after each site have been visited, using standard report format to detail members of the site visit committee, contact person and address. The reports shall detail major activities, problems/remarks on renovation or any other issue with proposed solutions and conclusions. The reports are to be submitted within one week of the site visit.

#### 8.2.2.Draft Assessments Reports

Draft Assessments reports have to be prepared and submitted within one weeks of the completion of assessments. This shall include but not be limited to:

- a) BoQ, Specifications
- b) Sketches and compound photos
- c) Materials and labour costs
- d) Proposed solutions or alternatives if any
- e) Draft engineering estimates
- f) Any other issues regarding renovation works

### **8.2.3.Final Assessments Reports**

Final Assessments reports have to be prepared and submitted before commencement of the works contract. This shall include but not be limited to:

- a) Corrected documents
- b) Drawing in A3 size and ACAD drawn electronic copy
- c) Confidential Engineering estimates with electronic copy

### **8.2.4.Progress Reports**

Progress reports shall be prepared monthly or vary from project to project, using standard report format to detail progress against program in respect of all project elements and hard outputs. The reports are to be submitted within one week of the report period ending. The reports shall detail separately progress during the reporting period and also summarize overall progress in respect of each task item of the Terms of Reference and each hard output stipulated. (The standard monthly reporting format will be agreed upon after contract award).

### **8.2.5.Site Handover and Provisional Acceptance Certificates**

Site handing over and Provisional acceptance Certificates have been prepared and submitted within one week after the site has been officially handed over to the Works Contractor and the project is substantially completed respectively, using standard format.

## **9. Key Personnel and Sub-Contractors**

The Supplier shall provide competent personnel for the services, who shall be managed by the Project Manager, who will represent the Supplier in performing the services.

All the Supplier's personnel shall be fluent in the full use (i.e. the writing, reading and speaking) of the contract language, which is English. In addition, all the key staff described herein, shall be fully computer literate regarding word processing and spread sheets, with at least one member of staff fully computer literate in the use of: computer aided design and drafting (CADD).

The Supplier's personnel shall include the following key personnel.

### **9.1. Project Manager (Estimated Minimum Man-month 18)**

Requirement:

A minimum of BSc Degree in Civil Engineering or Architecture Ten (10) years experience in design and/or construction projects.

Experience as designer on four (4) building construction projects.

Experience as Project Manager or Team Leader on four (4) building projects.

Experience in the preparation of tender documentation for Local Competitive Bidding (LCB) building projects.

Experience in use of computer aided design and drafting.

Permanent Employee of the firm/extended work relation with the firm (2 years).

**9.2. Site Engineer (Estimated Minimum Man -month: 4 x 18)**

Requirement:

A Minimum of Diploma in Civil/Building Engineering with at least eight (8) years experience in building construction projects.

Three (3) years extensive involvement in building construction projects as a Quantity Surveyor or Site Supervisor.

(OR )

A minimum of certificate from Technical School and twelve (12) years experience in building construction projects.

Five (5) years extensive involvement in building construction projects as a Quantity Surveyor or Site Supervisor.

**9.3. Structural Engineer (Estimated Minimum Man-month: ½)**

Requirement:

A minimum of BSc Degree in Civil Engineering or related fields with 5 years experience in building design &/or construction projects.

Three (3) years experience as Structural Engineer on building design.

Two (2) years experience in construction supervision of building projects.

Experience in use of computer aided design and drafting.

Permanent employee of the firm/extended work relation with the firm (2 years).

**9.4. Electrical Engineer (Estimated Minimum Man-month: ½)**

Requirement:

A minimum of BSc Degree in Electrical Engineering, or related field and with 5 years experience in electrical design of buildings &/or construction projects.

Three (3) years experience as Electrical Engineer of building projects.

Two (2) years experience in supervision of electrical works in building construction projects.

Experience in use of computer aided design and drafting.

Permanent employee of the firm/extended work relation with the firm (2 years)

**9.5. Sanitary Engineer (Estimated Minimum Man-month: 1/2)**

Requirement:

A minimum of BSc Degree in Civil Engineering or related fields with 5 years experience in sanitary design &/or construction projects.

Three years experience as Sanitary Engineer of building construction projects.

Two (2) years experience in supervision of sanitary works in building construction projects.

Experience in use of computer aided design and drafting.

Permanent employee of the firm/extended work relation with the firm (2 years).

## **9.6. Secretary and Draftsperson**

Requirement:

**Secretary** A minimum of Diploma in secretarial science and office management with good experience in use of Computer in word processing and spread sheet and also good knowledge of English language.

**Drafts person:** A minimum of Diploma in related fields from a Technical College or University and with a minimum of five (5) year's experience on building projects and familiar in the use of CADD.

Estimated minimum man-month for each Secretary and Draftsperson are 18. These personnel shall be provided for each contract independently.

Curriculum Vitae (CV) for all of the proposed professional staff shall be completed in the format given in 3F of section 3, Technical Proposal-standard forms including the declaration of interest signed and dated by the proposed staff member, to declare their interest in the appointment and their availability for the duration of the Contract.

Note: The estimated duration for the Structural and Electrical is based on the assumption of time spent in Addis Ababa only. In order for either of these two specialist engineers to deploy into the field, a request for such a deployment must be made in advance, complete with a justification.

## **10. ADDITIONAL REPONSIBILITIES OF THE SUPPLIER**

### **Administrative Office**

The Supplier shall establish and maintain for the duration of the project, an office capable of providing Administrative Services at Addis Ababa.

### **Accommodations, Transport and other Facilities**

All accommodation for Supplier site staff, transport facility, printers, computers and software etc for the duration of the assignment will be provide by the Supplier and should be detailed in the financial proposal. Upon failure by the Supplier to include all these costs in the financial proposal, the Procuring Entity may consider the documents to be invalid.

# **Attachments**

## Letter of Invitation

[insert: Location and Date]

[insert: Name of Consultant]:

Dear Sirs,

1. USAID ETHIOPIA has allocated a budget towards the cost of renovation of selected existing health centers which includes conducting buildings assessments, preparation of working documents and supervision of civil works.

Crown Agent, funded by USAID/Ethiopia, now invites short listed consultants to submit Technical and Financial Proposals for site assessment, preparation of BoQs and construction supervision of selected health centers. More details on the activities are provided in the attached Terms of Reference.

2. The Request for Proposal (RFP) has been addressed to the following short listed consultants:

<b>I. No.</b>	<b>Name of Consulting Firms</b>
1	
2	
3	

It is not Permissible to transfer this invitation to any other firm.

3. The winning firm will be selected using the quality and cost based selection and procedures outlined in this RFP.
4. The RFP includes the following documents:

Section 1 - Letter of Invitation  
Section 2 - Information to Consultants  
Section 3 - Technical Proposal - Standard Forms  
Section 4 - Financial Proposal - Standard Forms  
Section 5 - Terms of Reference  
Section 6 - Standard Forms of Contract.

5. Please inform us as soon as you receive this letter:

(a) *That you received the letter of invitation; and*

(b) *Whether you will submit a proposal alone or in association.*

Yours Sincerely,

Dr Noel McIntosh  
Project Director

## Section 1: Instructions to Bidders

### Table of Contents

<b>A. General</b> .....	<b>4</b>
1. Scope of Proposal .....	4
2. Source of Funds .....	4
3. Eligible Bidders .....	4
4. Conflict of Interest .....	5
5. Corrupt or Fraudulent Practices .....	6
<b>B. Request for Proposals Document</b> .....	<b>6</b>
6. Sections of Request for Proposals Document .....	6
7. Clarification of Request for Proposals Document .....	7
8. Amendment of Request for Proposals Document .....	7
<b>C. Preparation of Proposals</b> .....	<b>7</b>
9. Preparation of Proposals .....	7
10. Language of Proposals.....	7
11. Joint Ventures, Associations and Subcontracting .....	7
12. Professional Staff.....	8
13. Contents of Technical Proposals.....	8
14. Contents of Financial Proposals .....	8
15. Currencies of Proposal.....	9
16. Bid Security .....	9
<b>D. Submission and Opening of Proposals</b> .....	<b>10</b>
17. Submission of Proposal .....	10
18. Validity of Proposal.....	10
19. Withdrawal, Substitution and Modification of Proposals .....	10
20. Proposal Opening.....	11
<b>E. Evaluation of Proposals</b> .....	<b>11</b>
21. Confidentiality .....	11
22. Clarification of Proposals .....	11
23. Responsiveness of Proposals .....	12
24. Nonconformities, Errors and Omissions.....	12
25. Preliminary Examination of Proposals .....	12
26. Technical Evaluation of Proposals.....	12
27. Financial Proposal Opening.....	13
28. Financial Evaluation of Proposals .....	13
29. Comparison of Proposals .....	14
30. Negotiations.....	14
<b>F. Award of Contract</b> .....	<b>14</b>
31. Award of Contract .....	14

## **Section I. Instructions to Bidders**

### **GENERAL**

#### **1. Scope of Proposal**

- 1.1. The Procuring Entity indicated in the Bid Data Sheet (BDS) invites technical and financial proposals for the consulting services described in Section 6, Terms of Reference. Your proposal could form the basis for future negotiations and ultimately a contract between your firm and the Procuring Entity.
- 1.2. The procurement reference number and a brief description of the Assignment and its objectives are given in the BDS.
- 1.3. The Assignment shall be implemented in accordance with the phasing indicated in the Terms of Reference. When the Assignment includes several phases, continuation of services for the next phase shall be subject to satisfactory performance of the previous phase, as determined by the Procuring Entity.

#### **2. Source of Funds**

- 2.1. The Procuring Entity has an approved budget towards the cost of the procurement described in the BDS. The Procuring Entity intends to use these funds to place a contract for which this Request for Proposals is issued.

Payments made directly by the Procuring Entity will be subject in all respects to the terms and conditions of the resulting contract placed by the Procuring Entity.

#### **3. Eligible Bidders**

- 3.1. A Bidder submitting an offer shall:
  - 3.1.1. Have the legal capacity to enter into a contract;
  - 3.1.2. 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
  - 3.1.3. Have fulfilled their obligations to pay taxes according to the laws of the Federal Democratic Republic of Ethiopia.
- 3.2. Unless otherwise specified in the BDS, in order to demonstrate compliance with the criteria in ITB Sub-Clause 3.1, a Bidder shall submit with its Bid either:
  - 3.2.1. In the case of Ethiopian Bidders only, its certificate of registration from the mandated public body specified in the BDS demonstrating its registered supplier status; and
  - 3.2.2. Appropriate documentary evidence demonstrating its compliance, which shall include:
    - Its trading license or equivalent;
    - Its tax clearance certificate and VAT registration, and
    - Any relevant professional practice certificates
- 3.3. A bidder shall be required to obtain a certificate of registration from the mandated public body referred to in ITB Sub-Clause 3.2, demonstrating registered supplier status, as a condition of contract award.
- 3.4. All bidders (including all members of a joint venture, sub-consultants and Personnel) shall have the nationality of an eligible country, as defined in Section 5, Eligible Countries.
- 3.5. Government-owned enterprises in the Federal Democratic Republic of Ethiopia may only participate if they are legally and financially autonomous, operate under commercial law, and are not a dependent agency to the Procuring Entity.
- 3.6. A Bidder that has been debarred from participating in public procurement in accordance with ITB Sub-Clause 5.1(c), at the date of the deadline for proposal submission or thereafter, shall

be disqualified.

#### **4. Conflict of Interest**

- 4.1. The Government of the Federal Democratic Republic of Ethiopia (hereinafter called “the Government”) requires that Suppliers provide professional, objective, and impartial advice and at all times hold the Procuring Entity’s interests paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work. Without limitation on the generality of the foregoing, Suppliers, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:
  - 4.1.1. A firm that has been engaged by the Procuring Entity to provide goods, works or services other than consulting services for a project, and any of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods or works or services other than consulting services resulting from or directly related to the firm’s consulting services for such preparation or implementation. For the purpose of this paragraph, services other than consulting services are defined as those leading to a measurable physical output, for example surveys, exploratory drilling, aerial photography, and satellite imagery.
  - 4.1.2. A Supplier (including its Personnel and Sub-Consultants) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Supplier to be executed for the same or for another Procuring Entity. For example, a Supplier hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project, and a Supplier assisting a Procuring Entity in the privatization of public assets shall not purchase, nor advise purchasers of, such assets. Similarly, a Supplier hired to prepare Terms of Reference for an assignment should not be hired for the assignment in question.
  - 4.1.3. A Supplier (including its Personnel and Sub-Consultants) that has a business or family relationship with a member of the Procuring Entity’s staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the assignment, (ii) the selection process for such assignment, or (iii) supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Government throughout the procurement process and the execution of the Contract.
- 4.2. Suppliers have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the Procuring Entity, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Supplier or the termination of its Contract.
- 4.3. No agency or current employees of the Procuring Entity shall work as Suppliers under their own ministries, departments or agencies. Recruiting former government employees of the Procuring Entity to work for their former ministries, departments or agencies is acceptable provided no conflict of interest exists. When the Bidder nominates any government employee as Personnel in their technical proposal, such Personnel must have written certification from their government or employer confirming that they are on leave without pay from their official position and allowed to work full-time outside of their previous official position. Such certification shall be provided to the Procuring Entity by the Bidder as part of his technical proposal.
- 4.4. If a short listed Bidder could derive a competitive advantage from having provided consulting services related to the assignment in question, the Procuring Entity shall make available to all short listed Bidders together with this RFP all information that would in that respect give such Bidder any competitive advantage over competing Bidders.

## **5. Corrupt or Fraudulent Practices**

5.1. The Government requires that Procuring Entities, as well as Bidders and Suppliers under government-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Government:

5.1.1. Defines, for the purposes of this provision, the terms set forth below as follows:

"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 or omission 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 Procuring Entity, designed to establish prices at artificial, non competitive 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.

Will reject a recommendation for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the contract in question; and

Will debar a Bidder from participation in public procurement for a specified period of time if it at any time determines that the firm has engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a contract.

5.2. Any Bidder may seek administrative review, in accordance with Section 51 of the Public Procurement Proclamation, of an act or omission by a Procuring Entity, which it considers to be in breach of the Proclamation. Any application for review must be submitted in writing to the head of the Procuring Entity, within five working days from the date the Bidder knew, or should have known, of the circumstances giving rise to the complaint. If the head of the Procuring Entity does not issue a decision within fifteen days, or the Bidder is not satisfied with the decision, the Bidder may submit a complaint to the Public Procurement Agency.

## **REQUEST FOR PROPOSALS DOCUMENT**

### **6. Sections of Request for Proposals Document**

The Bidding Document consist of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITB Clause 8.

#### **Part 1 Bidding Procedures**

- Section 1 Instructions to Bidders (ITB)
- Section 2 Bid Data Sheet (BDS)
- Section 3 Evaluation Criteria
- Section 4 Bidding Forms
- Section 5 Eligible Countries

#### **Part 2 Schedule of Requirements**

- Section 6 Terms of Reference

#### **Part 3 Contract**

- Section 7 General Conditions of Contract (GCC)
- Section 8 Special Conditions of Contract (SCC)
- Section 9 Contract Forms

## **7. Clarification of Request for Proposals Document**

7.1 Bidders requiring a clarification of the Documents must notify the Procuring Entity, in writing, not later than ten (10) days before the proposal submission date. Any request for clarification shall be sent to the Procuring Entity's address indicated in the BDS. The Procuring Entity shall respond in writing to such requests, and copies of the response shall be sent to all invited Bidders.

## **8. Amendment of Request for Proposals Document**

8.1. At any time before the submission of proposals, the Procuring Entity may, for any reason, whether at its own initiative or in response to a clarification requested by an invited Bidder, modify the Documents by amendment. The amendment shall be sent in writing to all invited Bidders and will be binding on them. The Procuring Entity may at its discretion extend the deadline for the submission of proposals.

### **PREPARATION OF PROPOSALS**

## **9. Preparation of Proposals**

9.1. You are requested to submit separate technical and financial proposals.

In preparing the proposal, you are expected to examine all terms and instructions included in the Documents. Failure to provide all requested information shall be at your own risk and may result in rejection of your proposal.

9.2. To obtain first-hand information on the Assignment and on the local conditions, you are encouraged to pay a visit to the Procuring Entity before submitting a proposal and attend a pre-proposal conference if specified in the BDS. Your representative shall meet the officials named in the BDS. Please ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements. You must fully inform yourself of local conditions and take them into account in preparing your proposal.

9.3. The Procuring Entity shall provide the inputs specified in the Terms of Reference, and make available relevant project data and reports.

9.4. Please note that (i) the costs of preparing the proposal and of negotiating the contract, including a visit to the Procuring Entity, are not reimbursable as a direct cost of the Assignment; and (ii) the Procuring Entity is not bound to accept any of the proposals submitted.

An invitation to submit proposals has been sent to the firms stated in the BDS.

## **10. Language of Proposals**

10.1. The proposal, as well as all correspondence and documents relating to the proposal exchanged by the Bidder and the Procuring Entity, shall be written in English. Supporting documents and printed literature that are part of the proposal may be in another language provided they are accompanied by an accurate translation of the relevant passages into English, in which case, for purposes of interpretation of the proposal, such translation shall govern.

Study reports must be in the Language(s) specified in the Terms of Reference. Working knowledge of Amharic by the firm's personnel is recommended.

## **11. Joint Ventures, Associations and Subcontracting**

11.1. If a Bidder considers that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual consultant(s) or other firms or entities or by sub-contracting as appropriate. A Bidder must obtain the permission of the Procuring Entity to enter into a Joint Venture with other firms not invited for this assignment, unless otherwise specified in the BDS.

- 11.2. Bidders shall not associate with other Bidders invited for this assignment, unless otherwise specified in the BDS.
- 11.3. The same sub-consultant may be included in several proposals, subject to any limitations in the BDS. Any limits on the percentage of the total proposed contract price which may be subcontracted are stated in the BDS.

## **12. Professional Staff**

- 12.1 The estimated number of key professional staff-months required for the Assignment is stated in the BDS. Your proposal should be based on a number of key professional staff-months substantially in accordance with the above number. Alternatively, for fixed-budget assignments, the available budget is given in Section 3, Evaluation Criteria and the Financial Proposal shall not exceed this budget.
- 12.2 It is desirable that the majority of the key professional staff proposed are permanent employees of the Bidder or have an extended and stable working relationship with the Bidder.
- 12.3 Proposed staff must have relevant experience, preferably under conditions similar to those prevailing in the Federal Democratic Republic of Ethiopia.
- 12.4 No alternative to key professional staff may be proposed, and only one curriculum vitae (CV) may be submitted for each position.

## **13. Contents of Technical Proposals**

- 13.1. Your technical proposal shall provide the following, as a minimum, and any additional information, using the formats included in Section 4, Bidding Forms:
  - 13.1.1. The Technical Proposal Submission Sheet (Section 4, Form T1);
  - 13.1.2. A brief description of the Supplier's organization and an outline of recent experience on assignments of a similar nature. (Section 4, Form T2). For each assignment, the outline should indicate, inter alia, the profiles of the staff provided, duration, contract amount and firm involvement;
  - 13.1.3. Any comments or suggestions on the Terms of Reference, including the data, services and facilities to be provided by the Procuring Entity (Section 4, Form T3);
  - 13.1.4. A description of the approach, methodology and work plan that the Bidder proposes to execute the services (Section 4, Form T4);
  - 13.1.5. The composition of the proposed staff team, the tasks which would be assigned to each (Section 4, Form T5);
  - 13.1.6. CVs recently signed by the proposed key professional staff or an authorized manager in the home office (Section 4, Form T6). Key information should include number of years with the firm, and degree of responsibility held in various assignments during the last ten (10) years;
  - 13.1.7. A Staffing Schedule, showing estimates of the total staff input to be provided to carry out the Assignment (Section 4, Form T7), supported by bar chart diagrams showing the time proposed for each professional staff member;
  - 13.1.8. A Work Schedule, showing the timing proposed for each activity, which must be consistent with the methodology and workplan described in the proposal (Section 4, Form T8); and
  - 13.1.9. Any additional information requested in the BDS.
- 13.2 The technical proposal shall not include any financial information.

## **14. Contents of Financial Proposals**

- 14.1. The financial proposal shall list all costs associated with the assignment, using the following standard forms contained in Section 4, Bidding Forms:
  - Financial Proposal Submission Sheet (Section 4, Form F1);
  - Summary of Proposal (or Activity) Price (Section 4, Form F2);
  - Summary of Fees (Section 4, Form F3);

Summary of Reimbursables (Section 4, Form F4); and

Any additional information requested in the BDS.

14.2. The total proposal price shall be broken down into the following cost components using the appropriate forms:

Fees for staff, indicating rates for home and field work, where appropriate; and

Reimbursable expenditure, such as subsistence, transportation (international and local for mobilization and demobilization), services and equipment (vehicles, office equipment, furniture, and supplies), printing of documents, surveys etc.

14.3. Where indicated in the BDS, the total proposal price shall be broken down into separate activities and forms F2 to F4 shall be completed for each activity.

14.4. The financial proposal should clearly estimate, as a separate amount, the local taxes (including social security), duties, fees, levies, and other charges imposed on the Bidder and their personnel (other than nationals of or permanent residents in the Federal Democratic Republic of Ethiopia), unless the BDS specifies otherwise.

14.5. The completed financial proposal forms, adjusted if necessary during evaluation or negotiation, will be used in any resulting Agreement, to compile the:

14.5.1. Breakdown of Contract Price in the case of a Lump Sum contract, which will be used only to determine prices for any additional Services or costs;

14.5.2. Cost Estimates in the case of a Time-Based contract, with payment being made for the actual inputs provided, using the rates in the Cost Estimates.

The type of contract is indicated in the Special Conditions of Contract.

## **15. Currencies of Proposal**

15.1. Bidders shall express the price of their services in Ethiopian Birr

## **16. Bid Security**

16.1. If so specified in the BDS, the Bidder shall furnish as part of its proposal, a bid security in original form and in the amount and currency specified in the BDS. The bid security shall be enclosed with the technical proposal.

16.2. The bid security shall be, at the Bidder's option, in any of the following forms:

16.2.1. An unconditional bank guarantee;

16.2.2. An irrevocable letter of credit;

16.2.3. Cash or a cashier's or certified check or payable order;

all from a reputable source from any eligible country. Securities issued by foreign banks or financial institutions shall be counter-guaranteed by an Ethiopian bank. The bid security shall be submitted either using the Bid Security Form included in Section 4, Bidding Forms, or in another substantially similar format. In either case, the form must include the complete name of the Bidder. The bid security shall be valid for twenty-eight days (28) beyond the end of the validity period of the bid. This shall also apply if the period for bid validity is extended.

16.3. Any proposal not accompanied by a substantially responsive bid security, if one is required in accordance with ITB Sub-Clause 16.1, shall be rejected by the Procuring Entity as non responsive.

16.4. The bid securities of all Bidders shall be returned as promptly as possible upon the successful Bidder's signing of the contract.

16.5. The bid security may be forfeited:

16.5.1. If a Bidder withdraws its proposal during the period of proposal validity specified by the Bidder on the Technical Proposal Submission Sheet; or

- 16.5.2. If the successful Bidder fails to sign the Contract or accept the correction of its Proposal Price in accordance with ITB Sub-Clause 28.3.

## **SUBMISSION AND OPENING OF PROPOSALS**

### **17. Submission of Proposal**

- 17.1. Bidders shall submit one original technical proposal and one original financial proposal and the number of copies of each indicated in the BDS. Each proposal shall be in a separate envelope indicating original or copy, as appropriate. All technical proposals shall be placed in an envelope clearly marked "Technical Proposal," and the financial proposals in one marked "Financial Proposal." The envelope containing the financial proposal shall also bear a warning "DO NOT OPEN WITH THE TECHNICAL PROPOSAL". These two envelopes, in turn, shall be sealed in an outer envelope bearing the address and information indicated in the BDS. The envelope shall be clearly marked: "DO NOT OPEN, EXCEPT IN PRESENCE OF THE TENDER COMMITTEE."
- 17.2. In the event of any discrepancy between the copies of the proposals, the original shall govern. The original and each copy of the technical and financial proposal shall be prepared in indelible ink and shall be signed by the authorized Supplier's representative. The representative's authorization shall be confirmed by a written power of attorney accompanying the proposals, unless otherwise indicated in the BDS. All pages of the technical proposal shall be initialed by the person or persons signing the proposal.
- 17.3. The proposal shall contain no interlineations or overwriting except as necessary to correct errors made by the Bidders themselves. Any such corrections shall be initialed by the person or persons signing the proposal.
- 17.4. The completed technical and financial proposals shall be delivered on or before the time and date stated in the BDS to the address indicated in ITB Sub-Clause 17.1. The Procuring Entity shall not consider any proposal that arrives after the deadline for submission of proposal. Any proposal received by the Procuring Entity after the deadline for submission of proposals shall be declared late, rejected, and returned unopened to the Bidder.

### **18. Validity of Proposal**

- 18.1. The proposals shall be valid for the number of days stated in the BDS from the date of the deadline for submission. During this period, Bidders shall keep available the professional staff proposed for the assignment. The Procuring Entity shall make its best effort to complete negotiations within this period.

### **19. Withdrawal, Substitution and Modification of Proposals**

- 19.1. A Bidder may withdraw, substitute, or modify its proposal after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB Sub-Clause 17.2. The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be:
- 19.1.1. Submitted in accordance with ITB Clause 17 (except that withdrawals notices do not require copies), and in addition, the respective envelopes shall be clearly marked "Withdrawal," "Substitution," or "Modification;" and
- 19.1.2. Received by the Procuring Entity prior to the deadline prescribed for submission of proposals, in accordance with ITB Sub-Clause 17.4.
- 19.2. Proposals requested to be withdrawn in accordance with ITB Sub-Clause 19.1 shall be returned unopened to the Bidders.
- 19.3. No proposal may be withdrawn, substituted, or modified in the interval between the deadline for submission of proposals and expiry of the period of proposal validity specified by the Bidder on the Technical Proposal Submission Sheet or any extension thereof.

## **20. Proposal Opening**

- 20.1. The Procuring Entity shall conduct the proposal opening in the presence of Bidders' designated representatives who choose to attend, and at the address, date and time specified in the BDS.
- 20.2. First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding proposal shall not be opened, but returned to the Bidder. Next, envelopes marked "SUBSTITUTION" shall be opened and read out and exchanged with the corresponding proposal being substituted, and the substituted proposal shall not be opened, but returned to the Bidder. Envelopes marked "MODIFICATION" shall be opened and read out with the corresponding proposal. No proposal withdrawal, substitution or modification shall be permitted unless the corresponding notice contains a valid authorization to request the withdrawal, substitution or modification and is read out at proposal opening. Only envelopes that are opened and read out at proposal opening shall be considered further.
- 20.3. All other outer envelopes shall be opened one at a time, the technical proposals within them opened, reading out: the name of the Bidder and any other details as the Procuring Entity may consider appropriate.
- 20.4. No proposal shall be rejected at proposal opening except for late proposals, in accordance with ITB Sub-Clause 17.4. Only proposals that are opened and read out at the proposal opening shall be considered further.
- 20.5. The financial proposals shall remain sealed until the time and date notified for the opening of the financial proposals. Evaluators of technical proposals shall have no access to the financial proposals until the technical evaluation is concluded and the result established.

The Procuring Entity shall prepare a record of the proposal opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.

## **EVALUATION OF PROPOSALS**

### **21. Confidentiality**

- 21.1. Information relating to the examination, evaluation and comparison of proposals, and recommendation for contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until information on Contract award is communicated to all Bidders.
- 21.2. Any effort by a Bidder to influence the Procuring Entity in the examination, evaluation and comparison of the proposals or Contract award decisions may result in the rejection of its proposal.

### **22. Clarification of Proposals**

- 22.1. To assist in the examination, evaluation and comparison of the proposals, the Procuring Entity may, at its discretion, ask any Bidder for a clarification of its proposal. Any clarification submitted by a Bidder in respect to its proposal, that is not in response to a request by the Procuring Entity, shall not be considered. The Procuring Entity's request for clarification and the response shall be in writing. No change in the prices or substance of the proposal shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Procuring Entity in the financial evaluation of the proposals, in accordance with ITB Clause 28.

## **23. Responsiveness of Proposals**

- 23.1. The Procuring Entity's determination of a proposal's responsiveness is to be based on the contents of the proposal itself.
- 23.2. A substantially responsive proposal is one that conforms to all the terms, conditions, and requirements of the Request for Proposals without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:
- 23.2.1. Affects in any substantial way the scope, quality, or performance of the Consultancy Services specified in the Contract; or
  - 23.2.2. Limits in any substantial way, inconsistent with the Request for Proposals, the Procuring Entity's rights or the Bidder's obligations under the Contract; or
  - 23.2.3. If rectified would unfairly affect the competitive position of other Bidders presenting substantially responsive proposals.
- 23.3. If a proposal is not substantially responsive to the Request for Proposals, it shall be rejected by the Procuring Entity and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.

## **24. Nonconformities, Errors and Omissions**

- 24.1. Provided that a proposal is substantially responsive, the Procuring Entity may waive any non-conformities or omissions in the proposal that do not constitute a material deviation.
- 24.2. Provided that a proposal is substantially responsive, the Procuring Entity may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the proposal related to documentation requirements. Such omission shall not be related to any aspect of the price of the proposal. Failure of the Bidder to comply with the request may result in the rejection of its proposal.

## **25. Preliminary Examination of Proposals**

- 25.1. The Procuring Entity shall examine the proposals to confirm that:
- 25.1.1. The Bidder meets the eligibility criteria defined in ITB Clause 3;
  - 25.1.2. The proposal has been properly signed;
  - 25.1.3. All documents and information requested in ITB Clause 13 have been provided; and
  - 25.1.4. The proposal is substantially responsive to the requirements of the RFP document.
- 25.2. The Procuring Entity shall confirm that the following documents and information have been provided:
- 25.2.1. Technical Proposal Submission Sheet, including a brief description of the services offered and the proposal validity period;
  - 25.2.2. Separately sealed financial proposal;
  - 25.2.3. Written confirmation of authorization to commit the Bidder; and
  - 25.2.4. Acceptable Bid Security,
- 25.3. The proposal fails to meet the criteria specified in ITB Sub-Clause 25.1, the proposal shall be rejected.

## **26. Technical Evaluation of Proposals**

- 27.1 The Procuring Entity shall technically evaluate the proposals on the basis of the Bidder's responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria and maximum points specified in Section 3. Each responsive proposal will be given a technical score. A proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve any minimum technical score indicated in Section 3.

27.2 The proposals proceeding to the financial evaluation shall be determined in accordance with the methodology and criteria specified in Section 3.

## **27. Financial Proposal Opening**

27.1. After the technical evaluation is completed, the Procuring Entity shall notify those Bidders whose proposals will not pass to the financial evaluation, indicating that their financial proposals will be returned unopened after completing the evaluation process. The Procuring Entity shall simultaneously notify the Bidder(s) whose proposals will proceed to the financial evaluation indicating the date and time set for opening the financial proposal(s). The opening date shall not be sooner than two days after the notification date. The notification will be sent in writing.

27.2. The financial proposal(s) shall be opened in the presence of the Bidders' representatives who choose to attend. The name of the Bidder, the quality score and the proposal price(s) shall be read aloud and recorded when the financial proposal(s) are opened. The Procuring Entity shall prepare minutes of the public opening.

## **28. Financial Evaluation of Proposals**

28.1. The Procuring Entity shall financially evaluate each proposal that has been opened.

28.2. The Procuring Entity will determine whether the financial proposals are complete. In the case of lump sum contracts, activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items. In the case of Time-Based contracts, if Bidders have not costed all items of the corresponding technical proposals, the Procuring Entity will cost them and add their cost to the initial price.

28.3. The Procuring Entity will correct any arithmetical errors on the following basis:

28.3.1. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Procuring Entity there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;

28.3.2. If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and

28.3.3. if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

If the Bidder that submitted the best evaluated proposal does not accept the correction of errors, its proposal shall be disqualified.

28.4. Where an activity or line item is quantified in the Financial Proposal differently from the Technical Proposal:

28.4.1. in the case of a Time-Based contract, the Procuring Entity shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity and correct the total Proposal price;

28.4.2. In the case of a Lump Sum contract, no corrections shall be applied to the Financial Proposal in this respect.

28.5. The evaluation shall include those taxes, duties, fees, levies, and other charges imposed under the applicable law; and to be applied to foreign and non-permanent resident consultants (and to be paid under the contract, unless the consultant is exempted), and estimated in accordance with ITB Sub-Clause. 14.3, unless otherwise indicated in the BDS.

## **29. Comparison of Proposals**

29.1. The Procuring Entity shall compare all substantially responsive proposals to determine the best evaluated proposal, in accordance with the methodology specified in Section 3, Evaluation Criteria.

## **30. Negotiations**

30.1. Prior to the expiration of proposal validity, the Procuring Entity shall notify the successful bidder in writing and invite it to negotiate the Contract at the location indicated in the BDS.

30.2. The aim is to reach agreement on all points and initial a draft contract by the conclusion of negotiations.

30.3. Negotiations shall commence with a discussion of the technical proposal, including the proposed methodology, work plan, staffing and any suggestions to improve the TOR. Agreement shall then be reached on the final TOR, the staffing, and the staffing and work schedules, which shall indicate activities, staff, periods in the field and in the home office, staff months, logistics and reporting. Special attention shall be paid to optimizing the required outputs from the Supplier within the available budget and to defining clearly the inputs required from the Procuring Entity to ensure satisfactory implementation of the Assignment.

30.4. Changes agreed upon shall then be reflected in the financial proposal, using proposed unit rates. The fee rates will not be subject to negotiation, except in the case of Quality Based Selection.

30.5. Having selected the Supplier on the basis of, among other things, an evaluation of proposed key professional staff, the Procuring Entity expects to negotiate a contract on the basis of the staff named in the proposal. Prior to contract negotiations, the Procuring Entity shall require assurances that the staff members will be actually available. The Procuring Entity shall not consider substitutions during contract negotiations except in cases of unexpected delays in the starting date or incapacity of key professional staff for reasons of health.

30.6. The negotiations shall be concluded with a review of the draft form of the contract. The Procuring Entity and the Supplier shall finalize the contract to conclude negotiations. If negotiations fail, the Procuring Entity shall invite the next ranked Bidder to Contract negotiations.

## **AWARD OF CONTRACT**

### **31. Award of Contract**

31.1. The Procuring Entity shall award the Contract to the Bidder whose proposal has been determined to be the best evaluated proposal and is substantially responsive to the Request for Proposals, subject to satisfactory negotiations and provided that such Bidder has been determined to be eligible in accordance with the provisions of Clause 3.

31.2. Notwithstanding ITB Sub-Clause 31.1, the Procuring Entity reserves the right to accept or reject any proposal, and to cancel the procurement process and reject all proposals, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Procuring Entity's action.

31.3. Prior to expiry of the period of proposal validity, the Procuring Entity shall notify all Bidders in writing of the successful proposal, but this notification shall not constitute a contract award. This notification shall be made at least five working days prior to the award of contract.

31.4. Promptly after notification of the proposed award and the elapse of the notification period in accordance with ITB Sub-Clause 31.3, the Procuring Entity shall send the successful Bidder the contract document.

## Section 2. Bid Data Sheet

Instructions for Bidders (ITB) reference	Data relevant to ITB
<b>A. General</b>	
<b>ITB 1.1</b>	The Procuring Entity is: <b>Crown Agents - Ethiopia HCR-c Project</b>
<b>ITB 1.2</b>	<p>The procurement reference number is: <b><u>HCR-c 02/01/2007</u></b></p> <p>The assignment title is: <b><u>Renovation Assessment of Selected Health Centers, Preparation of Bills of Quantities and Construction Supervision</u></b></p> <p>The objectives of the assignment are:</p> <ul style="list-style-type: none"> <li>○ to carry out site assessments and preparation of BOQ for Construction works.</li> <li>○ to carry out construction supervision of the project to ensure the Health center renovation and/or construction in accordance with the General and Particular Conditions of Contract, the Technical Specifications and Engineering Drawings or any amendments thereto;</li> <li>○ to optimize the use of available material resources to minimize costs to the Client , to maximize the quality of the Works and to expedite renovation and/or construction; and</li> <li>○ to ensure the health centers are renovated and/or constructed within the Contract Price and Time for Completion allowed under the Contract or any agreed amendments thereto.</li> </ul>
<b>ITB 3.2</b>	<p>A Bidder shall submit with its proposal the documentary evidence specified in ITB Clause 3.2.</p> <p>The documentary evidence required shall be amended as follows: <b>None</b></p>
<b>ITB 3.2(a)</b>	<p>The mandated public body for the registration of suppliers is:</p> <p>Ministry of Works and Urban Development</p>

<b>B. Request for Proposals Document</b>	
<b>ITB 7.1</b>	<p>Noel McIntosh                      Project Director, HCR-c Project                      Crown Agents                      Sevita Building 4<sup>th</sup> Floor                      Bole Road                      Addis Ababa, Ethiopia</p> <p>Tel. 251-1-                      Fax 251-1-</p>
<b>C. Preparation of Proposals</b>	
<b>ITB 9.3</b>	<p>Date and Time of pre-proposal conference:</p> <p>Noel McIntosh                      Crown Agents                      Sevita Building 4<sup>th</sup> Floor                      Bole Road                      Addis Ababa, Ethiopia</p> <p>Tel. 251-1-                      Fax 251-1-</p>
<b>ITB 9.6</b>	<p>The invitation to submit proposals has been sent to the following firms:</p> <p>1. _____</p> <p>2. _____</p> <p>3. _____</p> <p>_____</p> <p>_____</p> <p>_____</p>
<b>ITB 10.1</b>	The Language of the proposal is <b><u>English</u></b> .
<b>ITB 11.1</b>	A Bidder should obtain the Procuring Entity’s permission to enter into a Joint Venture with other Consultants not invited for this assignment, or enter <b>NONE</b> if not applicable.
<b>ITB 11.2</b>	A Bidder is <b>Not allowed to</b> associate with other Bidders invited for this assignment.
<b>ITB 11.4</b>	Limits on subcontracting are: 50% of the entire inputs
<b>ITB 12.1</b>	The estimated duration of the Assignment is between 12 and 18 months.

<b>ITB 13.1 (i)</b>	The technical proposal shall include the following additional information: <ul style="list-style-type: none"> <li>○ Provision/rental of an office in collaboration with USAID partners within each specified region or to identify an office independently</li> <li>○ Provision of transportation services for the supervisors of the firm and include the two Employer joint inspections.</li> </ul>
<b>ITB 14.1 (e)</b>	The financial proposal shall include the following additional information: Optional expenses for activity items 13.1 above
<b>ITB 14.3</b>	The total proposal price shall be broken down into separate activities.
<b>ITB 14.4</b>	The financial proposal shall indicate local taxes as a separate amount.
<b>ITB 16.1</b>	A bid security <u>is</u> required. If a bid security is required, the amount and currency of the bid security shall be in an easily convertible currency with a total amount of Birr 20,000.
<b>D. Submission and Opening of Proposals</b>	
<b>ITB 17.1</b>	In addition to the original of the proposal, the number of copies is: <b>2</b>
<b>ITB 17.1</b>	The <b><u>address for proposal submission</u></b> is: Crown Agents, HCR-c Project Sevita Building 4 <sup>th</sup> Floor, Bole Road, Addis Ababa. <hr/> In addition to the address, the outer envelope shall bear the following information: (a) The procurement reference number; (b) The title of the assignment; and (c) The name and address of the Bidder.
<b>ITB 17.2</b>	The representative's authorization shall be confirmed by a written power of attorney.
<b>ITB 17.4</b>	<b>The deadline for proposal submission is:</b> Date: _____ Time (local time): _____
<b>ITB 18.1</b>	The proposal validity period shall be <b>90</b> days.

<p><b>ITB 20.1</b></p>	<p>For <b><u>proposal opening purposes</u></b> only, the Procuring Entity’s address is:</p> <p>Crown Agents, HCR-c Project Sevita Building 4<sup>th</sup> Floor, Bole Road, Addis Ababa.</p> <p>The time for proposal opening is: Date: As per ITB 17.4 Time (local time): at 2:00 PM</p>
<p><b>E. Evaluation of Proposals</b></p>	
<p><b>ITB 28.6</b></p>	<p>The evaluation shall include all taxes, duties, fees, levies and other charges.</p>
<p><b>ITB 30.1</b></p>	<p>For <b><u>negotiations purposes</u></b> only, the Procuring Entity’s address is: The same address above, as per ITB 17.1</p>

## **Section 3. Evaluation Criteria**

This section should be read in conjunction with Section 1, Instructions to Bidders and Section 2, Bid Data Sheet. It contains all the factors, methods and criteria that the Procuring Entity shall use to evaluate a proposal and determine the best evaluated proposal. No other factors, methods or criteria shall be used.

### **1. Evaluation Methodology**

The methodology for the evaluation of proposals will be based on the Quality and Cost Evaluation Methodology.

### **2. Technical Evaluation Criteria**

The technical criteria and maximum number of points to be given under each category are:

	<b>Criteria</b>	<b>Maximum Points</b>
(a)	Specific experience of the Bidder related to the assignment	10
(b)	Adequacy of the proposed work plan and methodology	40
(c)	Qualifications and competence of the key personnel for the Assignment	40
(d)	Suitability of the transfer of knowledge programme	10
(e)	Participation of nationals (as reflected by nationals among key staff)	0
	<b>Total Points</b>	<b>100</b>

The number of points to be given under each evaluation sub-criteria for (c) qualifications of staff are:

	<b>Criteria</b>	<b>Maximum Points</b>
(a)	General qualifications	25
(b)	Adequacy for the assignment	55
(c)	Experience in region and language	20
	<b>Total Points</b>	<b>100</b>

All proposals reaching the minimum technical score of **70%** shall proceed to the financial evaluation.

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

Proposals will be compared using the following methodology to determine the best evaluated proposal:

To determine financial scores for each proposal, the lowest priced proposal shall be given a financial score of 100, and other proposals shall be given a score proportionate to this, by application of the following formula:

$$Sf = 100 \times Fm/F \quad \text{in which:}$$

$Sf$  denotes the financial score of the proposal under consideration;

$Fm$  is the price of the lowest price proposal that passed the technical evaluation;

$F$  denotes the price of the proposal under consideration.

A total score (S) will be determined for each proposal, by combining its technical (St) and financial (Sf) scores using the following formula and weightings:

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

The weights given to the scores of the Technical and Financial Proposals are:

$$T = 80$$

$$P = 20$$

Proposals will be ranked and the proposal achieving the highest total score will be recommended for contract award, subject to satisfactory negotiations.

## **Section 4 Bidding Forms**

### **List of Forms**

#### **Technical Proposal – Standard Forms**

- T1 Technical Proposal Submission Sheet
- T2 Bidder’s Organization and Experience
- T3 Comments and Suggestions on the Terms of Reference
- T4 Description of the Approach, Methodology and Work Plan for performing the Assignment
- T5 Team Composition and Task Assignments
- T6 Curriculum Vitae for Proposed Professional Staff
- T7 Staffing Schedule
- T8 Work Schedule
- Bid Security Form

#### **Financial Proposal - Standard Forms**

- F1 Financial Proposal Submission Sheet
- F2 Summary of Proposal (or Activity) Price
- F3 Summary of Fees
- F4 Summary of Reimbursable

*Note to Bidders: This Technical Proposal Submission Sheet 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. It should be included by the Bidder in its technical proposal.*

## **T1 Technical Proposal Submission Sheet**

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

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

To: **[insert complete name of Procuring Entity]**

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Request for Proposals, including Addenda No.: **[insert the number and issuing date of each Addenda]**;
- (b) We offer to provide the consulting services for **[insert a brief description of the Services]** in conformity with your Request for Proposals and our proposal;
- (c) We hereby submit our proposal which includes this technical proposal, and a financial proposal sealed under a separate envelope;
- (d) Our proposal shall be valid for a period of **[specify the number of calendar days]** days from the date fixed for the proposal submission deadline in accordance with the Request for Proposals, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (e) We, including any associates, Joint Venture partners or Sub-consultants for any part of the contract, have nationals from eligible countries **[insert the nationality of the Bidder, including that of all parties that comprise the Bidder, if the Bidder is a Joint Venture, consortium or association, and the nationality of each subcontractor]**;
- (f) We do not have any conflict of interest as defined in ITB Clause 4;
- (g) We, our affiliates or subsidiaries—including any sub-consultants for any part of the contract—have not been debarred from participation in public procurement by the Government of the Federal Democratic Republic of Ethiopia, in accordance with ITB Sub-Clause 5.1(c);
- (h) We have read and understood the provisions on fraud and corruption in ITB Clause 5 and we undertake to abide by the Code of Ethical Conduct for Bidders during the procurement process and the execution of any resulting contract;
- (i) Our Proposal is binding upon us, subject to modifications agreed during any contract negotiations, and we undertake to negotiate on the basis of the staff proposed in our proposal;
- (j) We understand that this proposal, together with your written acceptance thereof, 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 any proposal that you may receive;

Name: **[insert complete name of person signing the proposal]**

In the capacity of **[insert legal capacity of person signing the proposal]**

Signed: **[signature of person whose name and capacity are shown above]**

Duly authorised to sign the proposal for and on behalf of: **[insert complete name of Bidder]**

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ **[insert date of signing]**

*Note to Bidders: The information requested is required in the format provided below and should be included by the Bidder in its technical proposal.*

## **T2 Bidder’s Organization and Experience**

### **Bidder’s Organization**

[Provide a brief (approximately two pages) description of your firm/entity (and each associate for the assignment) – background, organization etc.]

### **Bidder’s Experience**

[Using the format below, provide information on relevant assignments carried out in the last five years which best illustrate your experience, where your firm/entity (and each associate for the assignment) provided services similar to the ones requested under this assignment.]

Assignment Name:	Approx. value of the contract (in current US\$)
Country: Location within Country:	Duration of assignment (months):
Name of Client:	Total N <sup>o</sup> of staff-months:
Address:	Approx. value of the services provided by your firm (in current US\$)
Start Date (Month/Year):	Completion Date (Month/Year):
Name of Associated Consultants, If Any:	N <sup>o</sup> —of professional staff-months provided by associated Consultants:
Names of Senior Staff (Project Director/Coordinator, Team Leader) involved and functions performed:	
Narrative Description of Project:	
Description of Actual Services Provided by Your Staff:	

Bidder’s Name: \_\_\_\_\_

*Note to Bidders: The information requested is required in the format provided below and should be included by the Bidder in its technical proposal. If none, include form and state "None".*

### **T3 Comments and Suggestions on the Terms of Reference**

(Including the data, services and facilities to be provided by the Procuring Entity)

[Give any comments, suggestions or proposed improvements to the terms of reference (e.g. deleting unnecessary activities, proposing additional activities, proposing different phasing etc). Any comments should be incorporated in your proposal.

Also give any comments on the data, services and facilities to be provided by the Procuring Entity (e.g. administrative support, office space, local transportation, equipment, data, counterpart staff etc).

*Note to Bidders: The information requested is required in the format provided below and should be included by the Bidder in its technical proposal.*

## **T4 Description of Approach, Methodology and Work Plan for performing the Assignment**

[It is suggested that you present your Technical Proposal divided into the following three chapters:

- a) Technical Approach and Methodology,
- b) Work Plan, and
- c) Organisation and Staffing,

- a) Technical Approach and Methodology. You should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.
- b) Work Plan. You should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Procuring Entity), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule of Form T8.
- c) Organization and Staffing. You should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff.

It is recommended that the approach, methodology and work plan, inclusive of charts and diagrams, should be no more than 50 pages.]

*Note to Bidders: The information requested is required in the format provided below and should be included by the Bidder in its technical proposal. Bidders may reproduce this format in landscape format, but are responsible for its accurate reproduction.*

## **T5 Team Composition and Task Assignments**

<b>PROFESSIONAL STAFF</b>				
<b>Name</b>	<b>Firm</b>	<b>Area of Expertise</b>	<b>Position</b>	<b>Tasks Assigned</b>

Note to Bidders: The information requested is required in the format provided below for each named member of professional staff and should be included by the Bidder in its technical proposal.

## T6 Curriculum Vitae for Proposed Professional Staff

1. **Proposed Position:** [only one candidate for each position] \_\_\_\_\_

2. **Name of Firm:** \_\_\_\_\_  
\_\_\_\_\_

3. **Name of Staff:** \_\_\_\_\_

4. **Date of Birth:** \_\_\_\_\_ **Nationality:** \_\_\_\_\_

5. **Education:** [indicate college/university and other specialised education, giving names of institutions, degrees obtained and dates of obtained] \_\_\_\_\_  
\_\_\_\_\_

6. **Membership of Professional Associations:** \_\_\_\_\_  
\_\_\_\_\_

7. **Other Training:** [indicate other significant training not included under Education] \_\_\_\_\_  
\_\_\_\_\_

8. **Countries of Work Experience:** [list countries of work experience in the last ten years] \_\_\_\_\_  
\_\_\_\_\_

9. **Languages:** [indicate proficiency in each language as good, fair or poor for speaking, reading and writing] \_\_\_\_\_  
\_\_\_\_\_

10. **Employment Record:** [starting with present position, list every employment held since graduation, stating dates of employment, employing organisation and positions held] \_\_\_\_\_  
\_\_\_\_\_

**From:** [year] \_\_\_\_\_ **To:** [year] \_\_\_\_\_

**Employer:** \_\_\_\_\_

**Positions held:** \_\_\_\_\_

<p><b>11. Detailed Tasks Assigned:</b></p> <p>[list all tasks to be performed under this assignment]</p>	<p><b>12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned:</b></p> <p>[Indicate the following information for those assignments that best illustrate the member of staff's capability to handle the tasks listed under point 11]</p> <p>Name of assignment or project: _____</p> <p>Year: _____</p> <p>Location: _____</p> <p>Client: _____</p> <p>Main project features: _____</p> <p>Positions held: _____</p> <p>Activities performed: _____</p>
--	---

### 13. Certification:

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

\_\_\_\_\_  
Signature of staff member or authorised representative of the staff

Date: \_\_\_\_\_  
Day/Month/Year

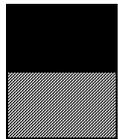
Full name of authorised representative: \_\_\_\_\_

Note to Bidders: The information requested is required in the format provided below and should be included by the Bidder in its technical proposal. Bidders may reproduce this form in landscape format, but are responsible for its accurate reproduction.

Staff input should be counted from the start date of the assignment and indicated in weeks or months, as appropriate. Professional staff should be indicated individually by name; support staff should be indicated by category e.g. clerical staff. Input should be indicated separately for input at home and in the field and for foreign and national staff, for the purpose of calculating travel, subsistence etc.

## T7 Staffing Schedule

No	Name of Staff	Foreign/ National	Staff Input (specify weeks or months)												Total Staff Input		
			1	2	3	4	5	6	7	8	9	10	11	12	Home	Field	Total
<b>Totals</b>																	



Full time input

Part-time input

*Note to Bidders: The information requested is required in the format provided below and should be included by the Bidder in its technical proposal. Bidders may reproduce this form in landscape format, but are responsible for its accurate reproduction.*

*Indicate all main activities of the assignment, including milestones such as submission of reports and other deliverables. For phased assignments, indicate activities separately for each phase.*

## **T8 Work Schedule**

<b>No</b>	<b>Activity</b>	<b>Time Period</b> ( <i>specify weeks or months</i> )											
		<b>1<sup>st</sup></b>	<b>2<sup>nd</sup></b>	<b>3<sup>rd</sup></b>	<b>4<sup>th</sup></b>	<b>5<sup>th</sup></b>	<b>6<sup>th</sup></b>	<b>7<sup>th</sup></b>	<b>8<sup>th</sup></b>	<b>9<sup>th</sup></b>	<b>10<sup>th</sup></b>	<b>11<sup>th</sup></b>	<b>12<sup>th</sup></b>

## Bid Security

### [Input of Information to be completed by Bidder]

Date: [insert date (as day, month and year) of Proposal Submission]

Procurement Reference Number: [insert number of bidding process]

To: [insert complete name of Procuring Entity]

Whereas [insert complete name of Bidder] (hereinafter “the Bidder”) has submitted its proposal dated [insert date (as day, month and year) of proposal submission] for Procurement reference Number [insert Procurement Reference Number] for the provision of [insert brief description of the Services], hereinafter called “the Proposal.”

KNOW ALL PEOPLE by these presents that WE [insert complete name of institution issuing the Bid Security], of [insert city of domicile and country of nationality] having our registered office at [insert full address of the issuing institution] (hereinafter “the Guarantor”), are bound unto [insert complete name of the Procuring Entity] (hereinafter “the Procuring Entity”) in the sum of [specify in words the amount and currency of the bid security] (specify the amount and currency in figures), for which payment well and truly to be made to the aforementioned Procuring Entity, the Guarantor binds itself, its successors or assignees by these presents. Sealed with the Common Seal of this Guarantor this [insert day in numbers] day of [insert month], [insert year].

THE CONDITIONS of this obligation are the following:

1. If the Bidder withdraws its bid during the period of proposal validity specified by the Bidder in the Technical Proposal Submission Sheet; or
2. If the Bidder, having been notified of the acceptance of its proposal by the Procuring Entity, during the period of proposal validity, fails or refuses to:
  - Execute the Contract; or
  - (a) Accept the correction of its proposal by the Procuring Entity in accordance with ITB Sub-Clause 28.3.

We undertake to pay the Procuring Entity up to the above amount upon receipt of its first written demand, without the Procuring Entity having to substantiate its demand, provided that in its demand the Procuring Entity states 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 security shall remain in force up to and including twenty-eight (28) days after the period of bid validity, and any demand in respect thereof should be received by the Guarantor no later than the above date.

Name: [insert complete name of person signing the Bid] In the capacity of [insert legal capacity of person signing the bid]

Signed: [insert signature of person whose name and capacity are shown above]

Duly authorized to sign the bid for and on behalf of: [insert complete name of Bidder]

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ [insert date of signing]

*Note to Bidders: This Financial Proposal Submission Sheet 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. It should be included by the Bidder in its financial proposal.*

## **F1 Financial Proposal Submission Sheet**

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

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

To: **[insert complete name of Procuring Entity]**

We, the undersigned, declare that:

- (a) We offer to provide the consulting services for **[insert a brief description of the Services]** in conformity with your Request for Proposals and our technical and financial proposals;
- (b) The total price of our proposal is Ethiopian Birr: **[insert the total proposal price in words and figures]**, inclusive of local taxes **[amend if local taxes are not required to be included]**;
- (c) Our proposal shall be valid for a period of [specify the number of calendar days] days from the date fixed for the proposal submission deadline in accordance with the Request for Proposals, and it shall remain binding upon us, subject to any modifications resulting from negotiations, and may be accepted at any time before the expiration of that period;
- (d) We understand that you are not bound to accept any proposal that you receive;

Name: **[insert complete name of person signing the proposal]**

In the capacity of **[insert legal capacity of person signing the proposal]**

Signed: **[signature of person whose name and capacity are shown above]**

Duly authorised to sign the proposal for and on behalf of: **[insert complete name of Bidder]**

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ **[insert date of signing]**

*Note to Bidders: Bidders may reproduce this sheet in landscape format, but are responsible for its accurate reproduction.*

*If BDS 14.3 requires the proposal price to be quoted separately for different Activities, complete this form as a “Summary of Activity Price” for each activity and complete one overall Summary of Proposal Price.*

*For lump sum contracts, this financial information will be used as a breakdown of contract price in Appendix C of the contract. For unit price contracts, this financial information will be used as the breakdown of cost estimates in Appendix C of the contract.*

**F2 Summary of Proposal (or Activity) Price  
(Breakdown of Lump Sum or Cost Estimates)**

*State activity name or total proposal:* \_\_\_\_\_

<b>Cost item</b>	<b>Cost (ETB)</b>		
Fees			
Reimbursesables			
Local taxes			
Subtotals			

*Note to Bidders: Bidders may reproduce this form in landscape format, but are responsible for its accurate reproduction. Complete this form for the total proposal or for each activity as indicated in the ITB. Where required, enter separate rates for home and fieldwork.*

### **F3 Summary of Fees**

**State activity name or total proposal:** \_\_\_\_\_ **Currency: ETB**

<b>Name</b>	<b>Position</b>	<b>Input Qty</b>	<b>Unit</b> <i>(Days/months etc)</i>	<b>Rate</b>	<b>Total</b>
<b>TOTAL</b>					

*Note to Bidders: Bidders may reproduce this form in landscape format, but are responsible for its accurate reproduction. Complete this form for the total proposal or for each activity as appropriate.*

## **F4 Summary of Reimbursables**

**State activity name or total proposal:** \_\_\_\_\_ **Currency: ETB**

<b>Description of Cost</b>	<b>Quantity</b>	<b>Unit of Measure</b>	<b>Unit Price</b>	<b>Total Price</b>
<b>TOTAL</b>				

Notes:

1. Any local transportation or regionally based office accommodation provided by the Procuring Entity for use by the Supplier, are not to be included.
2. The cost of the regional offices identified by the Supplier for its use should be included as an option to be considered by the Procuring Entity.

## Section 5: General Conditions of Contract

### Table of Clauses

<b>A. General Provisions.....</b>	<b>36</b>
1. Definitions .....	36
2. Corrupt Practices .....	37
3. Contract Documents .....	37
4. Law Governing the Contract.....	38
5. Language .....	38
6. Notices .....	38
7. Location .....	38
8. Authorized Representatives .....	38
9. Taxes and Duties.....	38
10. Eligibility .....	38
<b>B. Commencement, Completion, Modification and Termination of Contract.....</b>	<b>38</b>
11. Effectiveness of Contract.....	38
12. Commencement of Services .....	38
13. Expiration of Contract .....	39
14. Modification .....	39
15. Force Majeure.....	39
16. Termination .....	39
<b>C. Obligations of the Supplier .....</b>	<b>40</b>
17. General.....	40
18. Conflict of Interests .....	40
19. Confidentiality .....	41
20. Insurance to Be Taken Out by the Supplier .....	41
21. Supplier's Actions Requiring Procuring Entity's Prior Approval .....	41
22. Reporting Obligations.....	41
23. Documents Prepared by the Supplier to Be the Property of the Procuring Entity .....	41
<b>D. Supplier's Personnel .....</b>	<b>42</b>
24. Description of Personnel.....	42
25. Removal and/or Replacement of Personnel.....	42
<b>E. Obligations of the Procuring Entity .....</b>	<b>42</b>
26. Assistance and Exemptions .....	42
27. Change in Laws .....	43
28. Services and Facilities .....	43
<b>F. Payments to the Supplier .....</b>	<b>43</b>
29. Contract Price and Currency.....	43
30. Type of Contract.....	43
31. Option 1 – Payments in respect of Lump Sum Contracts .....	43
32. Option 2 – Payments in respect of Time-Based Contracts .....	43
33. Payment Schedule and Advance Payment .....	44
34. Payment Terms .....	44
35. Price Adjustments.....	45
<b>G. Settlement of Disputes .....</b>	<b>45</b>
36. Amicable Settlement.....	45
37. Dispute Settlement.....	45

## **Section 7. General Conditions of Contract**

### **General Provisions**

#### **1. Definitions**

1.1. Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

“Contract” means the Agreement entered into between the Parties and includes the Contract Documents.

“Contract Documents” means the documents listed in GCC 2.1, including all attachments, appendices, and all documents incorporated by reference therein, and shall include any amendments thereto.

“Contract Price” means the sum stated in the Agreement representing the maximum, total or estimated amount payable for the provision of the Services.

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

“Eligible Countries” means the countries and territories eligible as listed in the SCC.

“General Conditions of Contract”, hereinafter referred to as “GCC”, means the conditions in this section of the Contract, which shall govern the Contract, except where amended by the SCC or Contract Agreement.

“Government” means the Government of the Federal Democratic Republic of Ethiopia.

“Lump Sum contract” means a contract under which the Services are performed for an all inclusive fixed total amount.

"Member", in case the Supplier consists of a joint venture of more than one entity, means any of these entities; "Members" means any of these entities, and "Member in charge" means the entity specified in the SCC to act on their behalf in exercising the entire Suppliers' rights and obligations towards the Procuring Entity under this Contract.

"Party" means the Procuring Entity or Supplier, as the case may be, and "Parties" means both of them.

“Personnel” means persons engaged by the Supplier or by any Sub-consultant as employees and assigned to the performance of the Services or any part thereof; “Foreign Personnel” means such persons who at the time of being so engaged had their domicile outside the Federal Democratic Republic of Ethiopia; “Local Personnel” means such persons who at the time of being so engaged had their domicile inside the Federal Democratic Republic of Ethiopia; and “Key Personnel” means those Personnel that are regarded by the Supplier as essential to the successful completion of the Services and related tasks.

“Procuring Entity” means the entity purchasing the Services, as specified in the Agreement.

Special Conditions of Contract”, hereinafter referred to as “SCC”, means the conditions attached to the Contract Agreement, which shall govern the Contract and shall prevail over these General Conditions of Contract.

“Services” means the consultancy services to be performed by the Supplier as described in the contract.

“Supplier” means the natural person, private or government entity, or a combination of the above, whose proposal to perform the Contract has been accepted by the Procuring Entity and is named as such in the Agreement, and includes the legal successors or permitted assigns of the Supplier.

“Sub-consultant” means any natural person, private or government entity, or a combination of the above, including its legal successors or permitted assigns, to whom any part of the Services to be provided is subcontracted by the Supplier.

“Time-Based contract” means a contract under which the Services are provided on the basis of fixed fee rates and payments are made on the basis of time actually spent.

## **2. Corrupt Practices**

- 2.1. It is the Government’s policy to require that Procuring Entities, as well as Bidders and Suppliers under Government financed contracts, observe the highest standards of ethics during the procurement and execution of such contracts. In pursuit of this policy, the Government:
  - 2.1.1. Defines, for the purposes of this provision, the terms set forth below as follows:
    - "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 or omission 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 Procuring Entity, 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.
  - 2.1.2. Will debar a Bidder from participation in public procurement for a specified period of time if it at any time determines that the firm has engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a contract.
- 2.2. The Supplier shall permit the Government to inspect the Supplier’s accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the Government, if so required by the Government.
- 2.3. In pursuit of the policy defined in GCC Clause 2.1, the Procuring Entity may terminate a Contract in accordance with GCC Clause 16 if it at any time determines that corrupt, fraudulent, collusive or coercive practices were engaged in by representatives of the Procuring Entity or of a Supplier, during the procurement or the execution of that contract.

## **3. Contract Documents**

- 3.1. The documents forming the Contract shall be interpreted in the following order of priority:
  - 3.1.1. Agreement, including all appendices;
  - 3.1.2. Special Conditions of Contract;
  - 3.1.3. General Conditions of Contract; and
  - 3.1.4. Any other document listed in the SCC as forming part of the Contract.
- 3.2. All documents forming the Contract are intended to be correlative, complementary, and mutually explanatory.
- 3.3. No amendment, modification or other variation of the Contract shall be valid unless a Modification to Contract is made in writing, is dated, expressly refers to the Contract, and is signed by a duly authorised representative of each party thereto.
- 3.4. If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.
- 3.5. Any action required or permitted to be taken, and any document required or permitted to be executed, under the Contract by the Procuring Entity or the Supplier may be taken or executed by the authorised representatives specified in the SCC.
- 3.6. The Contract constitutes the entire agreement between the Procuring Entity and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract. No agent or representative of either Party

has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

#### **4. Law Governing the Contract**

4.1. This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the laws of the Federal Democratic Republic of Ethiopia.

#### **5. Language**

5.1. This Contract has been executed in English, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

#### **6. Notices**

6.1. Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered to an authorized representative of the Party at the address specified in the SCC.

#### **7. Location**

7.1. The Services shall be performed at such locations as are specified in the Terms of Reference and, where the location of a particular task is not so specified, at such locations, whether in the Federal Democratic Republic of Ethiopia or elsewhere, as the Procuring Entity may approve.

#### **8. Authorized Representatives**

8.1. Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Procuring Entity or the Supplier may be taken or executed by the authorized representatives specified in the SCC.

#### **9. Taxes and Duties**

9.1. Unless otherwise specified in the SCC, the Supplier, Sub-consultants, and their Personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the law of the Federal Democratic Republic of Ethiopia, the amount of which is deemed to have been included in the Contract Price.

#### **10. Eligibility**

10.1. The Supplier and its Sub-consultants shall have the nationality of an eligible country. A Supplier or Sub-consultant shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.

10.2. The Supplier and its Sub-consultants shall provide Personnel who shall be citizens of eligible countries

#### **Commencement, Completion, Modification and Termination of Contract**

#### **11. Effectiveness of Contract**

11.1. This Contract shall come into effect on the date the Contract is signed by both parties or such other later date as may be stated in the SCC.

#### **12. Commencement of Services**

12.1. The Supplier shall begin carrying out the Services thirty (30) days after the date the Contract becomes effective, or at such other date as may be specified in the SCC.

### **13. Expiration of Contract**

13.1. Unless terminated earlier pursuant to Clause 16, this Contract shall terminate at the end of such time period after the Effective Date as is specified in the SCC.

### **14. Modification**

14.1. Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties.

### **15. Force Majeure**

#### **Definition**

15.1. For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

#### **No Breach of Contract**

15.2. The failure of a Party to fulfil any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

#### **Extension of Time**

15.3. Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

#### **Payments**

15.4. During the period of their inability to perform the Services as a result of an event of Force Majeure, the Supplier shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by it during such period for the purposes of the Services and in reactivating the Service after the end of such period.

### **16. Termination**

#### **By the Procuring Entity**

16.1. The Procuring Entity may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Supplier, to be given after the occurrence of any of the events specified in paragraphs (a) through (e) of this Clause 16.1 and sixty (60) days' in the case of the event referred to in (f):

16.1.1. If the Supplier does not remedy a failure in the performance of its obligations under the Contract, within thirty (30) days after being notified or within any further period as the Procuring Entity may have subsequently approved in writing;

16.1.2. If the Supplier become insolvent or bankrupt;

16.1.3. The Supplier fails to comply with any final decision reached as a result of dispute settlement proceedings pursuant to GCC Clause 37;

16.1.4. The Supplier, in the judgement of the Procuring Entity, has engaged in corrupt, fraudulent, collusive or coercive practices in competing for or in executing the Contract;

16.1.5. If, as the result of Force Majeure, the Supplier is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or

16.1.6. If the Procuring Entity, in its sole discretion, decides to terminate the Contract.

### **By the Supplier**

16.2. The Supplier may terminate this Contract, by not less than thirty (30) days' written notice to the Procuring Entity, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) of this Clause 16.2:

16.2.1. If the Procuring Entity fails to pay any monies due to the Supplier pursuant to this Contract and not subject to dispute pursuant to Clause 7 within forty-five (45) days after receiving written notice from the Supplier that such payment is overdue;

16.2.2. If the Procuring Entity is in material breach of its obligations pursuant to the Contract and has not remedied the same within forty-five days (or such longer period as the Supplier may have subsequently approved in writing) following the receipt by the Procuring Entity of the Supplier's notice specifying such breach;

16.2.3. If, as the result of Force Majeure, the Supplier is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or

16.2.4. If the Procuring Entity fails to comply with any final decision reached as a result of dispute settlement proceedings pursuant to GCC Clause 37.

### **Payment upon Termination**

16.3. Upon termination of this Contract pursuant to Clauses 16.1 or 16.2, the Procuring Entity shall make the following payments to the Supplier:

16.3.1. Remuneration pursuant to Clause 31 or 32 for Services satisfactorily performed prior to the effective date of termination;

16.3.2. Except in the case of termination pursuant to paragraphs (a) to (d) of Clause 16.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the contract, including the cost of the return travel of the Personnel and their eligible dependents.

### **Obligations of the Supplier**

## **17. General**

17.1. The Supplier shall perform the Services and carry out its obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Supplier shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Procuring Entity, and shall at all times support and safeguard the Procuring Entity's legitimate interests in any dealings with Sub-consultants or third parties.

## **18. Conflict of Interests**

### **Supplier Not to Benefit from Commissions, Discounts etc**

18.1. The remuneration of the Supplier pursuant to Clause 31 or 32 shall constitute the Supplier's sole remuneration in connection with this Contract or the Services, and the Supplier shall not accept for its own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of its obligations under the Contract, and the Supplier shall use its best efforts to ensure that the Personnel, any Sub-consultants, and agents of either of them similarly shall not receive any such additional remuneration.

### **Supplier and Affiliates Not to Be Otherwise Interested in Project**

18.2. The Supplier agrees that, during the term of this Contract and after its termination, the Supplier and its affiliates, as well as any Sub-consultant and any of its affiliates, shall be disqualified from providing goods, works, or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

## **Prohibition of Conflicting Activities**

18.3. Neither the Supplier nor its Sub-consultants nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

18.3.1. During the term of the Contract, any business or professional activities in the Federal Democratic Republic of Ethiopia which would conflict with the activities assigned to them under the Contract; or

18.3.2. After the termination of this contract, such other activities as may be specified in the SCC.

## **19. Confidentiality**

19.1. The Procuring Entity and the Supplier shall keep confidential and shall not without the written consent of the other party hereto, divulge to any third party any reports or data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Sub-consultant such documents, data, and other information it receives from the Procuring Entity to the extent required for the Sub-consultant to perform its work under the Contract, in which event the Supplier shall obtain from such Sub-consultant an undertaking of confidentiality similar to that imposed on the Supplier under the Contract.

## **20. Insurance to Be Taken Out by the Supplier**

20.1. The Supplier shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at its (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Procuring Entity, insurance against the risks, and for the coverage, as shall be specified in the SCC.

20.2. The Supplier, at the Procuring Entity's request, shall provide evidence to the Procuring Entity showing that such insurance has been taken out and maintained and that the current premiums have been paid.

## **21. Supplier's Actions Requiring Procuring Entity's Prior Approval**

21.1. The Supplier shall obtain the Procuring Entity's prior approval in writing before taking any of the following actions :

21.1.1. Entering into a subcontract for the performance of any part of the Services;

21.1.2. Appointing such members of the of the personnel not listed by name in the Contract; and

21.1.3. Any other action that may be specified in the SCC.

## **22. Reporting Obligations**

22.1. The Supplier shall submit to the Procuring Entity the reports and documents specified in the Terms of Reference in the form, in the numbers, and within the periods set forth in the said Terms of Reference.

## **23. Documents Prepared by the Supplier to Be the Property of the Procuring Entity**

23.1. All plans, drawings, specifications, designs, reports, and other documents and software submitted by the Supplier in accordance with the Contract shall become and remain the property of the Procuring Entity, and the Supplier shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Procuring Entity, together with a detailed inventory thereof. The Supplier may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SCC.

## Supplier's Personnel

### **24. Description of Personnel**

24.1. The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Supplier's Key Personnel are described in the Contract. The Key Personnel and Sub-consultants listed by title as well as by name in Contract are hereby approved by the Procuring Entity.

### **25. Removal and/or Replacement of Personnel**

25.1. Except as the Procuring Entity may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Supplier, it becomes necessary to replace any of the Key Personnel, the Supplier shall provide as a replacement a person of equivalent or better qualifications.

25.2. If the Procuring Entity finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Supplier shall, at the Procuring Entity's written request specifying the grounds therefor, provide as a replacement a person with qualifications and experience acceptable to the Procuring Entity.

25.3. The Supplier shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

## Obligations of the Procuring Entity

### **26. Assistance and Exemptions**

26.1. Unless otherwise specified in the SCC, the Procuring Entity shall use its best efforts to ensure that the Government shall:

26.1.1. Provide the Supplier, Sub-Consultants and Personnel with work permits and such other documents as shall be necessary to enable the Supplier, Sub-Consultants or Personnel to perform the Services.

26.1.2. Arrange for the Personnel and, if appropriate, their eligible dependents to be provided promptly with all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in the Federal Democratic Republic of Ethiopia.

26.1.3. Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Personnel and their eligible dependents.

26.1.4. Issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.

26.1.5. Exempt the Supplier and the Personnel and any Sub-Consultants employed by the Supplier for the Services from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity in the Federal Democratic Republic of Ethiopia.

26.1.6. Grant to the Supplier, any Sub-Consultants and the Personnel of either of them the privilege, pursuant to the laws of the Federal Democratic Republic of Ethiopia, of bringing into the Federal Democratic Republic of Ethiopia reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Personnel and their dependents and of withdrawing any such amounts as may be earned therein by the Personnel in the execution of the Services.

26.1.7. Provide to the Supplier, Sub-Consultants and Personnel any such other assistance as may be specified in the SCC.

## **27. Change in Laws**

27.1. Unless otherwise specified in the SCC, if after the date of the Request for Proposals, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in the Federal Democratic Republic of Ethiopia (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the period for completion of the Services and/or the Contract Price, then such time period and/or Contract Price shall not be correspondingly increased or decreased.

## **28. Services and Facilities**

28.1. The Procuring Entity shall make available to the Supplier the Services and Facilities listed in the Contract.

### **Payments to the Supplier**

## **29. Contract Price and Currency**

29.1. The Contract Price shall be expressed as a specific amount in the Agreement representing:

29.1.1. The total amount payable for a Lump Sum contract; or

29.1.2. The estimated amount for a Time-Based contract.

29.2. Payments shall be made in Ethiopian Birr.

## **30. Type of Contract**

30.1. In consideration of the Services performed by the Supplier under the Contract, the Procuring Entity shall make to the Supplier such payments in such manner as is provided by the Contract.

30.2. The type of contract shall be as specified in the SCC and payment shall be in accordance with the provisions of:

30.2.1. GCC Clause 30, Option 1 in the case of Lump Sum contracts; or

30.2.2. GCC Clause 31, Option 2 in the case of Time-Based contracts.

## **31. Option 1 – Payments in respect of Lump Sum Contracts**

31.1. The Contract Price shall be a fixed total lump sum including all Personnel costs, Sub-consultants' costs, printing, communications, travel, accommodation, and all other costs required to carry out the Services described in the Contract.

31.2. The Contract Price may only be increased through amendment of the Contract in accordance with GCC Clause 14.

31.3. The price for any additional services, as may be agreed in accordance with GCC Clause 14, shall be determined using the Breakdown of Contract Price in the Contract.

## **32. Option 2 – Payments in respect of Time-Based Contracts**

32.1. The Contract Price shall be an estimated amount, based on the Breakdown of Cost Estimates in the Contract.

32.2. Payment shall be made for the time actually spent and for reimbursable expenses actually incurred by the Supplier in the performance of the Services.

32.3. Fees for the Personnel shall be determined on the basis of time actually spent by the Personnel in the performance of the Services after the date determined in accordance with the Commencement Date of the Services, or such other date as the Parties may agree in writing, and at the rates specified in the Contract. Personnel time spent in the performance of the Services shall include time for necessary travel via the most direct route, at the rates detailed in the Contract, unless otherwise specified in the SCC.

- 32.4. Reimbursable expenditures shall include costs actually and reasonably incurred by the Supplier in the performance of the Services, as specified in the Contract.
- 32.5. The Supplier's total remuneration shall not exceed the ceiling amount stated in the SCC. The Supplier shall notify the Procuring Entity as soon as cumulative charges incurred for the Services have reached 80% of the ceiling amount.
- 32.6. Separate invoices shall be submitted for fees and for reimbursable expenditure. Invoices shall be supported by the documentation specified in accordance with GCC 34.2.
- 32.7. A final payment shall be made against submission by the Supplier of a final statement, identified as such and approved by the Procuring Entity. The final statement shall be deemed approved by the Procuring Entity ninety calendar days after receipt by the Procuring Entity unless the Procuring Entity, within this period, gives written notice to the Supplier specifying in detail deficiencies in the Services, the deliverables or the final statement.
- 32.8. Any amount which the Procuring Entity has paid or caused to be paid which is in excess of the amounts actually payable in accordance with the provisions of the Contract, shall be reimbursed by the Supplier to the Procuring Entity within thirty days after receipt by the Supplier of a notice thereof. Any such claim by the Procuring Entity for reimbursement must be made within twelve months after receipt by the Procuring Entity of a final statement approved by the Procuring Entity.

### **33. Payment Schedule and Advance Payment**

- 33.1. All payments under the Contract shall be made in accordance with the payment schedule specified in the SCC.
- 33.2. Unless otherwise stated in the SCC, where any payment is made in advance of any deliverables as an advance payment, the payment shall be made against the provision by the Supplier of a bank guarantee for the same amount, and shall be valid for the period stated in the SCC.
- 33.3. Should the advance payment guarantee cease to be valid and the Supplier fails to re-validate it, a deduction equal to the amount of the advance payment may be made by the Procuring Entity from future payments due to the Supplier under the contract.
- 33.4. If a Contract is terminated for any reason, the guarantee securing the advance may be invoked in order to recover the balance of the advance still owed by the Supplier.

### **34. Payment Terms**

- 34.1. Unless otherwise specified in the SCC, payments shall be made by the Procuring Entity, no later than sixty days after submission of a request for payment by the Supplier.
- 34.2. The Supplier's request for payment shall be made to the Procuring Entity in writing, accompanied by invoices and supporting documents. The supporting documentation required shall be as specified in the SCC.
- 34.3. The Procuring Entity shall notify the Supplier of the inadmissibility of a request for payment due to an error, discrepancy, omission or any other reason so that the Parties may resolve such error, discrepancy, omission or other fault and agree a solution to enable payment of the corrected request for payment. The Procuring Entity shall not unreasonably withhold payment of any undisputed portion of a request for payment. Should any discrepancy be found to exist between actual payment made and costs authorised to be incurred by the Supplier, the Procuring Entity may add or subtract the difference from any subsequent payments.
- 34.4. If the Procuring Entity has delayed payments beyond fifteen (15) days after the due date stated in the SCC, interest shall be paid to the Supplier for each day of delay at the rate stated in the SCC.

### **35. Price Adjustments**

35.1. Prices charged by the Supplier for the Services performed under the Contract shall not vary from the prices quoted in the Contract, with the exception of any price adjustments authorised in the SCC.

### Settlement of Disputes

### **36. Amicable Settlement**

36.1. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

### **37. Dispute Settlement**

37.1. Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in the SCC.

## **Section 6: 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.

<b>GCC clause reference</b>	<b>Special Conditions of Contract</b>
<b>GCC 9.1</b>	The Supplier, Sub-consultants, and their Personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the law of the Federal Democratic Republic of Ethiopia.
<b>GCC 12.1</b>	The effective commencement date of this contract is: a) Date of signing of the contract agreement by both parties, and b) The Supplier being notified by the Procuring Entity to commence the Services.
<b>GCC 23.1</b>	The future use of documents is restricted as follows: NONE
<b>GCC 27.1</b>	Any change in laws or regulations shall not result in any change to the period for completion of the services or the Contract Price.
<b>GCC 30.2</b>	Not Applicable
<b>GCC 30.2</b>	The Contract is a <b>Time-Based</b> contract.

## **Section 7: Contract Forms**

### **Table of Forms**

<b>Agreement</b>	<b>48</b>
<b>Advance Payment Security</b>	<b>50</b>

# Agreement

This Agreement is made the..... day of the month of ..... between ..... of ..... (hereinafter called the “Procuring Entity”) and ..... of ..... hereinafter called the “Supplier”).

## WHEREAS

- (a) the Procuring Entity has requested the Supplier to provide certain consultancy services (hereinafter called the “Services”) as defined herein and attached to this Contract;
- (b) the Supplier having represented to the Procuring Entity that it has the required professional skills, personnel and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto agree as follows:

- 1. The documents forming the Contract shall be as stated and in the order of priority stated in the General Conditions of Contract.
- 2. The mutual rights and obligations of the Procuring Entity and the Supplier shall be as set forth in the Contract, in particular:
  - (a) The Supplier shall carry out the Services in accordance with the provisions of the Contract; and
  - (b) The Procuring Entity shall pay the Supplier the Contract Price of Ethiopian Birr \_\_\_\_\_ or such other sum as may become payable under the provisions of the Contract, at the times and in the manner prescribed by the Contract.

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

Signed by \_\_\_\_\_ (for the Procuring Entity)  
Name: \_\_\_\_\_ Authorised Representative  
Position: \_\_\_\_\_

Signed by \_\_\_\_\_ (for the Supplier)  
Name: \_\_\_\_\_ Authorised Representative  
Position: \_\_\_\_\_

## Witnesses

- 1. -----
- 2. -----

# Appendices

## **Appendix A Description of Services**

Detailed descriptions of the Services to be provided, dates for completion of tasks, submission of reports and other deliverables etc

*Taken from Section 6 of the Request for Proposals document, modified as required by the comments and suggestions in the Supplier's proposal and any negotiations*

## **Appendix B Key Personnel and Sub-Consultants**

*Team Composition, including names (where already known), firms, positions, tasks assigned and staff-months for each. List of approved Sub-Consultants*

*Taken from Form T5 Team Composition and Form T7 Staffing Schedule of the Supplier's proposal, modified and supplemented as required*

## **Appendix C Breakdown of Contract Price/Cost Estimates**

*For Lump Sum Contracts, list the breakdown of fee rates and reimbursable expenses, using Forms F3 Summary of Fees and F4 Summary of Reimbursable Expenses from the Supplier's proposal, modified and supplemented as required. Add the wording "This appendix will be used exclusively for determining remuneration and costs for additional services".*

*For Time-Based Contracts, list the estimated input quantities, fee rates and reimbursable expenses and show totals for each activity, if applicable, and the overall assignment. Use Forms F2 to F4 from the Supplier's proposal, modified and supplemented as required. Add the wording "The inputs and quantities shown are estimates only. Payment will be made for the actual inputs provided, in accordance with the terms of the contract".*

*Insert multiple tables, as required, where the assignment is divided into separate activities.*

## **Appendix D Services and Facilities Provided by the Procuring Entity**

*Details of the inputs to be provided by the Procuring Entity, including data, services and facilities and any counterpart staff*

*Note to 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

## (Bank Guarantee)

Date: **[insert date (as day, month, and year) of Advance Payment Security]**

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

To: **[insert complete name of Procuring Entity]**

In accordance with the payment provision included in the Contract, in relation to advance payments, **[insert complete name of Supplier]** (hereinafter called “the Supplier”) shall deposit with the Procuring Entity a security consisting of **[indicate type of security]**, to guarantee its proper and faithful performance of the obligations imposed by said Clause of the Contract, in the amount of **[insert currency and amount of guarantee in words and figures]**.

We, the undersigned **[insert complete name of Guarantor]**, legally domiciled in **[insert full address of Guarantor]** (hereinafter “the Guarantor”), as instructed by the Supplier, agree unconditionally and irrevocably to guarantee as primary obligor and not as surety merely, the payment to the Procuring Entity on its first demand without whatsoever right of objection on our part and without its first claim to the Supplier, in the amount not exceeding **[insert currency and amount of guarantee in words and figures]**.

This security shall remain valid and in full effect from the date of the advance payment received by the Supplier under the Contract until **[insert day and month]**, **[insert year]**.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458, except that subparagraph (ii) of Sub-article 20(a) is hereby excluded.

Name: **[insert complete name of person signing the Security]**

In the capacity of **[insert legal capacity of person signing the Security]**

Signed: **[signature of person whose name and capacity are shown above]**

Duly authorized to sign the Security for and on behalf of: **[insert complete name of the Financial Institution]**

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ **[insert date of signing]**

# Instructions to Bidders

## Table of Contents

<b>A. General .....</b>	<b>1</b>
1. Scope of Bid .....	1
2. Source of Funds .....	1
3. Eligible Bidders .....	1
4. Qualification of the Bidder .....	2
5. One Bid per Bidder .....	3
6. Cost of Bidding.....	3
7. Site Visit .....	3
<b>B. Bidding Documents.....</b>	<b>3</b>
8. Content of Bidding Documents .....	3
9. Clarifications of Bidding Documents .....	3
10. Amendments of Bidding Documents.....	3
<b>C. Preparation of Bids.....</b>	<b>4</b>
11. Language of Bid .....	4
12. Documents Comprising the Bid.....	4
13. Bid Prices.....	4
14. Currencies of Bid and Payment .....	5
15. Bid Validity .....	5
16. Bid Security .....	5
17. Alternative Proposals by Bidders.....	6
18. Format and Signing of Bid.....	6
<b>D. Submission of Bids.....</b>	<b>6</b>
19. Sealing and Marking of Bids .....	6
20. Deadline for Submission of Bids .....	6
21. Late Bids.....	7
22. Withdrawal, Substitution and Modification of Bids .....	7
<b>E. Bid Opening and Evaluation.....</b>	<b>7</b>
23. Bid Opening.....	7
24. Process to be Confidential .....	8
25. Clarification of Bids and Contacting the Employer .....	8
26. Examination of Bids and Determination of Responsiveness .....	8
27. Correction of Errors .....	9
28. Evaluation and Comparison of Bids .....	9
29. Domestic Preference.....	10
<b>F. Award of Contract.....</b>	<b>10</b>
30. Award Criteria and Notification of Proposed Award .....	10
31. Employer’s Right to Accept the Bid and to Reject any or all Bids.....	10
32. Notification of Award and Signing of Agreement.....	10
33. Contract Security .....	10
34. Adjudicator .....	11
35. Corrupt or Fraudulent Practices .....	11

# Section I. Instructions to Bidders

## A. General

### 1. Scope of Bid

- 1.1. The Employer invites bids for the Scope of Work as defined in Attachment A of the draft Contract.
- 1.2. The successful Bidder will be expected to complete the Works by the Intended Completion Date specified in the Contract.
- 1.3. Throughout these Bidding Documents:
  - 1.3.1. The term “Employer” means “Procuring Entity” as defined in the Public Procurement Proclamation; and
  - 1.3.2. The term “Contractor” means “Supplier” as defined in the Public Procurement Proclamation.

### 2. Source of Fund

- 2.1. The Employer indicated in the draft Contract has an approved budget and intends to use these funds to cover eligible payments under the Contract for the Works. Payments will be made directly by the Employer and will be subject in all respects to the terms and conditions of the resulting contract placed by the Employer.

### 3. Eligible Bidders

- 3.1. A bidder shall:
  - 3.1.1. Have the legal capacity to enter into a contract;
  - 3.1.2. 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
  - 3.1.3. Have fulfilled their obligations to pay taxes according to the laws of the Federal Democratic Republic of Ethiopia.
- 3.2. Unless otherwise specified in these Instructions and draft Contract , in order to demonstrate applicability, a Bidder shall submit with its Bid either:
  - 3.2.1. In the case of Ethiopian Bidders only, its certificate of registration from the mandated public body demonstrating its registered design office status; and
  - 3.2.2. Appropriate documentary evidence demonstrating its compliance with paragraph 7 of the draft Contract, which shall include:
    - Copies of current licences and registration certificates for all nominated design personnel,**
    - Current resumés of nominated staff to supplement the data required under Standard Form 330,**
    - Its tax clearance certificate and VAT registration, and**
    - Documentation demonstrating relevant experience, if applicable.**
- 3.3. Any materials, equipment and services to be used in the performance of the Contract shall have their origin in an eligible country, as defined in Section 5, Eligible Countries.

- 3.4. Government-owned enterprises in the Federal Democratic Republic of Ethiopia may only participate if they are legally and financially autonomous, operate under commercial law, and are not a dependent agency to the Employer.
- 3.5. A Bidder that has been debarred from participating in public procurement in accordance with ITB Sub-Clause 35.1, at the date of the deadline for bid submission or thereafter, shall be disqualified.

#### 4. Qualification of the Bidder

- 4.1. All bidders shall provide in the Work Schedule in Section 6, Bidding Forms, detailed description of the proposed work schedule and labour effort by discipline required for the completion of each task, including drawings and charts, as necessary.
- 4.2. If the Employer has not undertaken prequalification of potential bidders, all bidders shall include the following information and documents with their bids, using Standard Form 330 in Section 4, Bidding Forms, unless otherwise stated in Section 3, Evaluation and Qualification Criteria:
  - 4.2.1. Copies of original documents defining the constitution or legal status, place of registration, and principal place of business or a copy of the Bidder's registration certificate where such documents have been provided to obtain registered contractor status; written power of attorney of the signatory of the Bid to commit the Bidder;**
  - 4.2.2. Total monetary value of design and supervision work performed for each of the last five years;**
  - 4.2.3. Experience in works of a similar nature and size for each of the last five years, and details of work under way or contractually committed; and clients who may be contacted for further information on those contracts;**
  - 4.2.4. Items of design equipment owned by the Bidder and proposed for use in the Contract;**
  - 4.2.5. Qualifications and experience of key management and technical personnel proposed for the Contract;**
  - 4.2.6. Authority to seek references from the Bidder's bankers;**
  - 4.2.7. Information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned, and disputed amount; and**
  - 4.2.8. Proposals for subcontracting components of the Works amounting to more than 10 percent of the Contract Price.**
- 4.3. Bids submitted by a joint venture of two or more firms as partners shall comply with the following requirements, unless otherwise stated in Section 3, Evaluation and Qualification Criteria:
  - 4.3.1. The Bid shall include all the information listed in Sub-Clause 4.3 above for each joint venture partner;
  - 4.3.2. The Bid shall be signed so as to be legally binding on all partners;
  - 4.3.3. All partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;
  - 4.3.4. 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
  - 4.3.5. The execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.
- 4.4. To qualify for award of the Contract, bidders shall meet the minimum qualifying criteria

specified in Section 3, Evaluation and Qualification Criteria.

- 4.5. Bidders applying for eligibility for a margin of preference in bid evaluation shall supply all information to satisfy the criteria for eligibility as described in Section 3, Evaluation and Qualification Criteria.

## **5. One Bid per Bidder**

- 5.1. Each Bidder shall submit only one Bid, either individually or as a partner in a joint venture. A Bidder who submits or participates in more than one Bid (other than as a subcontractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the Bidder's participation to be disqualified.

## **6. Cost of Bidding**

- 6.1. The Bidder shall bear all costs associated with the preparation and submission of his Bid.

## **7. Site Visit**

- 7.1. It is not proposed to hold a site visit, however Bidders may visit the Site at their own responsibility and risk, should they believe that it would assist in the development of their offer.

# **B. Bidding Documents**

## **8. Content of Bidding Documents**

- 8.1. The set of bidding documents comprises the documents listed in the table below and addenda issued in accordance with Clause 10:

### **PART 1 Bidding Procedures**

- Section 1 Instructions to Bidders (ITB)
- Section 2 Bid Data Sheet (BDS)
- Section 3 Evaluation and Qualification Criteria
- Section 4 Bidding Forms

### **PART 2 Contract**

- Section 5 Draft Contract including Attachments

## **9. Clarification of Bidding Documents**

- 9.1. According to the proclamation a candidate Bidder requiring any clarification of the bidding documents may notify the Employer in writing at the Employer's address indicated in the BDS. The Employer will respond to any request for clarification received earlier than 5 days prior to the deadline for submission of bids. Copies of the Employer's response will be forwarded to all purchasers of the bidding documents, including a description of the inquiry, but without identifying its source.

## **10. Amendment of Bidding Documents**

- 10.1. Before the deadline for submission of bids, the Employer may modify the bidding documents by issuing addenda.

- 10.2. Any addendum thus issued shall be part of the bidding documents and shall be communicated in writing to all bidders. Prospective bidders shall acknowledge receipt of each addendum in writing to the Employer.
- 10.3. To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer shall extend, as necessary, the deadline for submission of bids, in accordance with Sub-Clause 20.2 below.

## **C. Preparation of Bids**

### **11. Language of Bid**

- 11.1. All documents relating to the Bid shall be in English. Any printed literature furnished by the Bidder may be written in another language, as long as such literature is accompanied by a translation of its pertinent passages into English; in which case, for purposes of interpretation of the Bid, the translation shall govern.

### **12. Documents Comprising the Bid**

- 12.1. The Bid submitted by the Bidder shall comprise the following, in the format indicated in Section 4, Bidding Forms, where appropriate:
  - 12.1.1. Bid Submission Form;
  - 12.1.2. Bid Security;
  - 12.1.3. Price Schedule;
  - 12.1.4. Completed Standard Form 330;
  - 12.1.5. Resumés of Key Personnel;
  - 12.1.6. Copies of licences and current membership of relevant technical associations for all Key Personnel;
  - 12.1.7. Qualification Information Form and Documents and the documents evidencing eligibility in accordance with ITB Sub-Clause 3.2;
  - 12.1.8. Alternative offers where invited; and
  - 12.1.9. Any other document or information required to be completed and submitted by bidders, as specified in the BDS.

### **13. Bid Prices**

- 13.1. The Contract will be a Fixed Price Contract, as indicated in the BDS.
- 13.2. The Contract shall be for the whole Works, as described in ITB Sub-Clause 1.1, based on the:
  - 13.2.1. Activity Schedule submitted by the Bidder and
  - 13.2.2. Nominated Key Personnel as submitted by the Bidder.
- 13.3. The Bidder shall submit professional fees as daily rates and prices for all reimbursable cost items described Scope of Works. Items for which no rate or price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Price Schedule. If so specified in the BDS, the Bidder shall provide a breakdown of rates and prices, showing equipment, materials and labour, for all items whose cost is greater than the percentage of the Bid Price specified in the BDS.
- 13.4. All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date 28 days prior to the deadline for submission of bids, shall be included in the rates, prices and total Bid price (or in the case of a lump sum contract, in the total bid price)

submitted by the Bidder.

#### **14. Currencies of Bid and Payment**

14.1. The fee rates and reimbursable costs (or in the case of a lump sum contract, the lump sum price) shall be quoted by the Bidder entirely in Ethiopian Birr and shall be paid in Ethiopian Birr only.

#### **15. Bid Validity**

15.1. Bids shall remain valid for the period specified in the BDS.

15.2. In exceptional circumstances, the Employer may request that the bidders extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing. A Bidder may refuse the request without forfeiting the Bid Security. A Bidder agreeing to the request will not be required or permitted to otherwise modify the Bid, but will be required to extend the validity of Bid Security for the period of the extension, and in compliance with Clause 16 of these Instructions in all respects.

15.3. In the case of contracts in which the Contract Price is fixed (not subject to price adjustment), if the period of bid validity is extended beyond 60 days, the amount payable to the Bidder selected for award, shall be increased by applying the factor specified in the BDS or in the request for extension, for the period of delay beyond 60 days after the expiry of the initial bid validity, up to the notification of award. Bid evaluation will be based on the Bid prices without taking the above correction into consideration.

#### **16. Bid Security**

16.1. The Bidder is required to furnish a Bid Security in original form in Ethiopian Birr in the amount specified in the BDS.

16.2. The Bid Security shall, at the Bidder's option, be in the form of cash, a certified cheque or payable order, bank draft, letter of credit, or an unconditional bank guarantee. Securities issued by foreign banks or financial institutions shall be counter-guaranteed by an Ethiopian bank. The format of the Bid Security should be in accordance with the form of Bid Security included in Section 4, Bidding Forms or another form acceptable to the Employer. Bid Security shall be valid for 28 days beyond the validity of the Bid.

16.3. Any bid not accompanied by an acceptable Bid Security shall be rejected by the Employer. The Bid Security of a joint venture must define as "bidder" all joint venture partners and list them in the following manner: a joint venture consisting of "\_\_\_\_\_", "\_\_\_\_\_", and "\_\_\_\_\_".

16.4. The Bid Security of unsuccessful bidders will be returned within one week after concluding the contract and after a contract security has been furnished by the successful Bidder.

16.5. The Bid Security of the successful Bidder will be discharged when the Bidder has signed the contract and furnished the required Contract Security.

16.6. The Bid Security may be forfeited:

16.6.1. If the Bidder withdraws the Bid after Bid opening during the period of Bid validity;

16.6.2. If the Bidder does not accept the correction of the Bid price, pursuant to Clause 27; or

16.6.3. In the case of a successful Bidder, if the Bidder fails within the specified time limit to:

**Sign the contract; or Furnish the required Contract Security.**

## **17. Alternative Proposals by Bidders**

17.1. Bidders shall submit offers that comply with the requirements of the bidding documents, including the basic technical design as indicated in the drawings and specifications. Alternatives will not be considered, unless specifically allowed in the BDS.

## **18. Format and Signing of Bid**

18.1. The Bidder shall prepare one original of the documents comprising the Bid as described in Clause 12 of these Instructions to Bidders, bound with the volume containing the Bid Submission Form, and clearly marked “ORIGINAL.” In addition, the Bidder shall submit copies of the Bid, in the number specified in the BDS, and clearly marked as “COPIES.” In the event of discrepancy between them, the original shall prevail.

18.2. The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder, pursuant to Sub-Clauses 4.3(a) or 4.4(b), as the case may be. All pages of the Bid where entries or amendments have been made shall be initialled by the person or persons signing the Bid.

18.3. The Bid shall contain no alterations or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the Bidder, in which case such corrections shall be initialled by the person or persons signing the Bid.

18.4. The Bidder shall furnish information as described in the Bid Submission Form on commissions or gratuities, if any, paid or to be paid to agents relating to this Bid, and to contract execution if the Bidder is awarded the contract.

## **D. Submission of Bids**

### **19. Sealing and Marking of Bids**

19.1. The Bidder shall seal the original and all copies of the Bid in two inner envelopes and one outer envelope, duly marking the inner envelopes as “ORIGINAL” and “COPIES”.

19.2. The inner and outer envelopes shall:

19.2.1. Be addressed to the Employer at the address provided in the BDS;

19.2.2. Bear the name and procurement reference number of the Contract as defined in the BDS; and

19.2.3. Provide a warning not to open before the specified time and date for Bid opening as defined in the BDS.

19.3. In addition to the identification required in Sub-Clause 19.2, the inner envelopes shall indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared late, pursuant to Clause 21.

19.4. If the outer envelope is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the Bid.

### **20. Deadline for Submission of Bids**

20.1. Bids shall be delivered to the Employer at the address specified in ITB Sub-Clause 19.2a above no later than the time and date specified in the BDS.

20.2. The Employer may extend the deadline for submission of bids by issuing an amendment in

accordance with Clause 10, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will then be subject to the new deadline.

## **21. Late Bids**

21.1. Any Bid received by the Employer after the deadline prescribed in Clause 20 will be returned unopened to the Bidder.

## **22. Withdrawal, Substitution and Modification of Bids**

22.1. Bidders may withdraw, substitute or modify their bids by giving notice in writing before the deadline prescribed in Clause 20.

22.2. Each Bidder's withdrawal, substitution or modification notice shall be prepared, sealed, marked, and delivered in accordance with Clauses 18 and 19, with the outer and inner envelopes additionally marked "WITHDRAWAL", "SUBSTITUTION" or "MODIFICATION" as appropriate. The corresponding substitution or modification of the bid must accompany the written notice.

22.3. No Bid shall be modified after the deadline for submission of Bids.

22.4. Withdrawal of a Bid between the deadline for submission of bids and the expiration of the period of Bid validity specified in the BDS or as extended pursuant to Sub-Clause 15.1 may result in the forfeiture of the Bid Security pursuant to Clause 16.

22.5. Bidders may only offer discounts to, or otherwise modify the prices of their bids by submitting Bid substitutions or modifications in accordance with this clause, or included in the original Bid submission.

## **E. Bid Opening and Evaluation**

### **23. Bid Opening**

23.1. The Employer will open the bids, including substitutions and modifications made pursuant to Clause 22, in the presence of the bidders' representatives who choose to attend at the time and in the place specified in the BDS.

23.2. Bids for which an acceptable notice of withdrawal has been submitted pursuant to Clause 22 shall not be opened. Next, envelopes marked "SUBSTITUTION" shall be opened and read out and exchanged with the corresponding bid being substituted, and the substituted bid shall not be opened, but returned to the Bidder. . No bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at bid opening. Envelopes marked "MODIFICATION" shall be opened and read out with the corresponding bid. No bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at bid opening.

23.3. The bidders' names, the Bid prices, the total amount of each Bid and of any alternative Bid (if alternatives have been requested or permitted), any discounts, Bid modifications and withdrawals, the presence or absence of Bid Security, will all be announced by the Employer at the bid opening. Further, any such other details as the Employer may consider appropriate, will also be announced.

23.4. Bids, substitutions or modifications that are not opened and read out at bid opening shall not be considered for further evaluation, irrespective of the circumstances. In particular, any discount

offered by a Bidder which is not read out at bid opening shall not be considered further.

23.5. The Employer will prepare minutes of the Bid opening, including the information disclosed to those present in accordance with Sub-Clause 23.3.

23.6. No bid will be rejected at bid opening except for late bids, which will be returned unopened to the bidder, pursuant to ITB Clause 21.

#### **24. Process to be Confidential**

24.1. Information relating to the examination, clarification, evaluation and comparison of bids and recommendations for the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process until the award to the successful Bidder has been announced. Any effort by a Bidder to influence the Employer's processing of bids or award decisions may result in the rejection of his Bid.

#### **25. Clarification of Bids and Contacting the Employer**

25.1. To assist in the examination, evaluation and comparison of bids, the Employer may, at the Employer's discretion, ask any Bidder for clarification of the Bidder's Bid, including breakdowns of unit rates (or in the case of a lump sum contract, the prices in the Activity Schedule). The request for clarification and the response shall be in writing, but no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the bids in accordance with Clause 27.

25.2. Subject to sub-clause 25.1 no Bidder shall contact the Employer on any matter relating to its bid from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Employer, it should do so in writing.

25.3. Any effort by the Bidder to influence the Employer in the Employer's bid evaluation, bid comparison or contract award decisions may result in the rejection of the Bidder's bid.

#### **26. Examination of Bids and Determination of Responsiveness**

26.1. Prior to the detailed evaluation of bids, the Employer will determine whether each Bid (a) meets the eligibility criteria defined in ITB Clause 3; (b) has been properly signed; (c) is accompanied by the required securities; and (d) is substantially responsive to the requirements of the bidding documents.

26.2. A substantially responsive Bid is one, which conforms to all the terms, conditions, and specifications of the bidding documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works; (b) which limits in any substantial way, inconsistent with the bidding documents, the Employer's rights or the Bidder's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

26.3. If a Bid is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

## **27. Correction of Errors**

- 27.1. Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors.
- 27.2. In the case of admeasurements contracts, errors will be corrected by the Employer as follows:
- 27.2.1. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the employer there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
  - 27.2.2. If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
  - 27.2.3. If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.
- 27.3. In the case of admeasurements contracts, the amount stated in the Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, the Bid will be rejected, and the Bid Security may be forfeited in accordance with Sub-Clause 16.6(b).
- 27.4. In the case of lump sum contracts, if there is a discrepancy between the words and figures, the amount in words shall prevail.

## **28. Evaluation and Comparison of Bids**

- 28.1. The Employer will evaluate and compare only the bids determined to be substantially responsive in accordance with Clause 26.
- 28.2. In evaluating the bids, the Employer will determine for each Bid the evaluated Bid price by adjusting the Bid price as follows:
- 28.2.1. Making any correction for errors pursuant to Clause 27;
  - 28.2.2. Excluding provisional sums and the provision, if any, for contingencies in the Bill of Quantities or Activity Schedule, but including Day work, where priced competitively;
  - 28.2.3. Making an appropriate adjustment for any other acceptable variations, deviations, or alternative offers submitted in accordance with Clause 17; and
  - 28.2.4. Making appropriate adjustments to reflect discounts or other price modifications offered in accordance with Sub-Clause 22.5.
- 28.3. The Employer reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors which are in excess of the requirements of the bidding documents or otherwise result in unsolicited benefits for the Employer will not be taken into account in Bid evaluation.
- 28.4. The estimated effect of any price adjustment conditions under Clause 47 of the Conditions of Contract, during the period of implementation of the Contract, will not be taken into account in Bid evaluation.

## **29. Domestic Preference**

29.1. No margin of preference shall apply.

## **F. Award of Contract**

### **30. Award Criteria and Notification of Proposed Award**

30.1. Subject to Clause 31, the Employer will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the bidding documents and who has offered the most technically capable Bid, taking into account the activity schedule, nominated Key Personnel and negotiated Price, provided that such Bidder has been determined to be (a) eligible in accordance with the provisions of Clause 3, and (b) qualified in accordance with the provisions of Clause 4.

30.2. Prior to expiry of the period of bid validity, the Employer shall notify all Bidders in writing of the successful bid, but this notification shall not constitute a contract award. This notification shall be made at least five working days prior to the award of contract in accordance with ITB Clause 32.

### **31. Employer’s Right to Accept any Bid and to /or Reject any or all Bids**

31.1. Notwithstanding Clause 30, the Employer reserves the right to accept or reject any Bid, and to cancel the bidding process and reject all bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Employer’s action.

### **32. Notification of Award and Signing of Agreement**

32.1. The Bidder whose Bid has been accepted will be notified of the award in writing by the Employer prior to expiration of the Bid validity period and following the elapse of the notification period in accordance with ITB Sub-Clause 30.2. This notification (hereinafter and in the Conditions of Contract called the “Letter of Acceptance”) will state the sum that the Employer will pay the Contractor in consideration of the execution, completion, and maintenance of the Services by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the “Contract Price”).

32.2. The notification of award will constitute the formation of the Contract, subject to the Bidder furnishing the Contract Security in accordance with Clause 33 and signing the contract in accordance with Sub-Clause 32.3.

32.3. The contract will incorporate all agreements between the Employer and the successful Bidder. It will be signed by the Employer and sent to the successful Bidder following the notification of award. Within 15 days of receipt, the successful Bidder will sign the contract and deliver it to the Employer.

### **33. Contract Security**

33.1. Within 15 days after receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Employer a Contract Security in the form of a Bank Guarantee, or in the case of Ethiopian contractors only, in the form of a Performance Bond, in the amount and denominated in the type and proportions of currencies specified in the Conditions of Contract.

33.2. Contract Securities issued by foreign banks or financial institutions shall be counter-guaranteed by an Ethiopian bank.

33.3. Failure of the successful Bidder to comply with the requirements of Sub-Clause 33.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security.

#### **34. Adjudicator**

34.1. The Employer proposes the person named in the BDS to be appointed as Adjudicator under the Contract, at an hourly fee specified in the BDS, plus reimbursable expenses. If the Bidder disagrees with this proposal, the Bidder should so state in the Bid. If, in the Notice of Acceptance, the Employer has not agreed on the appointment of the Adjudicator, the Adjudicator shall be appointed by the Appointing Authority designated in the SCC at the request of either party.

34.2. The Adjudicator shall act as an impartial expert to resolve disputes between the Parties as rapidly and economically as is reasonably possible. Unless otherwise specified in the contract or in any applicable rules for adjudication:

34.2.1. The Adjudicator’s role may include, but not be limited to, requiring and examining any relevant documents and written statements, making site visits, using his own specialist knowledge and holding a hearing; and

34.2.2. The Adjudicator’s decision shall reflect the legal entitlements of the Parties and his fair and reasonable view of how the dispute should be resolved.

#### **35. Corrupt or Fraudulent Practices**

35.1. The Government of the Federal Democratic Republic of Ethiopia (hereinafter called “the Government”) requires that Employers, as well as Bidders and Contractors under government-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Government:

35.1.1. Defines, for the purposes of this provision, the terms set forth below as follows:

“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 or omission 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.

35.1.2. Will reject a recommendation for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the contract in question;

35.1.3. Will debar a Bidder from participation in public procurement for a specified period of time if it at any time determines that the firm has engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a contract.

35.2. Furthermore, Bidders shall be aware of the provision stated in sub-clause 59.2 of the General Conditions of Contract.

35.3. Any Bidder may seek administrative review, in accordance with Section 51 of the Public Procurement Proclamation, of an act or omission by an Employer, which it considers to be in

breach of the Proclamation. Any application for review must be submitted in writing to the head of the Employer, within five working days from the date the Bidder knew, or should have known, of the circumstances giving rise to the complaint. If the head of the Employer does not issue a decision within fifteen days, or the Bidder is not satisfied with the decision, the Bidder may submit a complaint to the Public Procurement Agency.

## Section 2. Bid Data Sheet

Instructions to Bidders (ITB) reference	Data relevant to ITB
<b>A. General</b>	
<b>ITB 3.2(a)</b>	<i>The mandated public body for the registration of contractors is: Ministry of works and Urban Development or other appropriate federal and regional Bureaus for the Contractors registration certificates.</i>
<b>B. Bidding Documents</b>	
<b>ITB 9.1</b>	<i>For <u>clarification purposes</u> only, the Employer's address is:  Attention:  Street Address: Floor/Room number: Town/City: PO Box No/Postal Code: Country:                      a Telephone: Facsimile number: Electronic mail address:</i>
<b>C. Preparation of Bids</b>	
<b>ITB 12.1 (f)</b>	<i>The Bidder shall submit with its bid the following additional documents or information:  None.</i>
<b>ITB 13.1</b>	<i>The Contract is a Fixed Price Services Contract.</i>
<b>ITB 13.3</b>	<i>The Bidder shall provide a breakdown of fee rates and reimbursable costs.</i>
<b>ITB 15.1</b>	<i>Bids shall remain valid for 90 days.</i>
<b>ITB 15.3</b>	<i>Adjustment of Bid prices: Not Applicable.</i>
<b>ITB 16.1</b>	<i>The amount of the bid security shall be ETB NIL.</i>
<b>ITB 17.1</b>	<i>Alternative proposals to the requirements of the bidding documents will not</i>

Instructions to Bidders (ITB) reference	Data relevant to ITB
	<i>be permitted.</i>
<b>ITB 18.1</b>	<i>In addition to the original of the bid, the number of copies is: Two</i>
<b>D. Submission of Bids</b>	
<b>ITB 19.2(a)</b>	<p><i>For <b>bid submission purposes</b> only, the Employer's address is :</i></p> <p><i>Attention: Bid Document</i></p> <p><i>Street Address:</i>  <i>Floor/Room number:</i>  <i>Town/City:</i>  <i>PO Box No/Postal Code:</i>  <i>Country:</i>  <i>Telephone:</i>  <i>Facsimile number:</i>  <i>Electronic mail address:</i></p>
<b>ITB 20.1</b>	<p><i>The deadline for bid submission is:</i></p> <p><i>Date: insert date</i></p> <p><i>Time: insert time</i></p>
<b>ITB 23.1</b>	<i>No public opening of Bids will be conducted.</i>
<b>ITB 28</b>	<i>Once technical evaluation of the Bids has been completed, the Employer will commence negotiations regarding the Price and Activity Schedules submitted by the most technically capable Bidder.</i>
<b>F. Award of Contract</b>	
<b>ITB 33</b>	<i>No Performance Bond is required to be presented on Contract Award.</i>
<b>ITB 34.1</b>	<i>Adjudicator will be appointed on occurrence by the agreement of the two parties</i>

## **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:

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

To qualify for award of the Contract, in accordance with ITB Sub-Clause 4.5, bidders are expected to confirm and submit:

- (a) Technical experience and qualifications of the nominated design personnel;
- (b) Previous experience of the Bidder;
- (c) Proposed support personnel for the assignments of administration and execution of the Contract;
- (d) Work Schedule.

## Section 4. Bidding Forms

### **List of Forms**

Bid Submission Form

Price Schedule

Standard Form 330

Note: All forms show the information to be completed by the Bidder in bold 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. 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 34 of the Instructions to Bidders.

## Bid Submission Form

Date: **[insert date]**

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

Page **[insert page number]** of **[insert total number of pages]** pages

To: **[insert complete name of Employer]**

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 required is Ethiopian 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.]**

- (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 35 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.
- (l) We accept the appointment of **[insert name of adjudicator proposed in the BDS]** as the Adjudicator. **[or]** We do not accept the appointment of **[insert name of adjudicator proposed in the BDS]** as the Adjudicator, and propose instead that **[insert name]** be appointed as Adjudicator, whose daily fees and biographical data are attached.

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

**Name: [insert complete name of person signing the Bid]**

Duly authorized to sign the bid for and on behalf of: **[insert complete name of Bidder]**  
Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ **[insert date of signing]**

Note to Bidders: Bidders shall submit a fully priced Bills of Quantities for Admeasurement 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.*

## **Price Schedule (Schedule of Activities)**

Deleted: <sp>

**CROWN AGENTS - USA  
 FIXED-PRICE CONTRACT FOR  
 ARCHITECT - ENGINEER SERVICES  
 (COMMERCIAL ITEMS)  
 FUNDED BY FUNDED BY US AGENCY FOR INTERNATIONAL DEVELOPMENT (USAID)  
 PURSUANT TO THE RECONSTRUCTION OF HUMERA HOSPITAL IN ETHIOPIA**

**CROWN AGENTS - USA CONTRACT NO.:**

CA-USA Contact	Consultant Contact

**CONTRACT PURPOSE:** To obtain the Architect - Engineer (A-E) services described in Attachment A, Statement of Work, Design below (the "Services") relating to the design of (the "Works") for use in **insert Country name** .....

**TOTAL FIRM, FIXED PRICE:**

**EFFECTIVE DATE:** Date of Signature by Both Parties Below

**START DATE:** [Insert]

**INTENDED COMPLETION DATE:** [Insert]

**LATEST AMENDMENT NUMBER AND DATE:**

**CONTENTS OF CONTRACT:**

*Cover Page; Fixed-Price Contract; Att. A: Statement of Work; Design and Supervision Att. B. Schedule (as approved); Att. C: Mandatory U.S. Government Standard Provisions Relating to Architect and Engineering Services*

**IN WITNESS WHEREOF**, the Parties hereto, through their authorized representatives, have duly executed this Contract below.

FOR: CA- USA	FOR: CONSULTANT
By:	By:
Name:	
Title:	Title:

**CROWN AGENTS - USA**  
**FIXED-PRICE CONTRACT FOR**  
**ARCHITECT - ENGINEER SERVICES**  
**(COMMERCIAL ITEMS)**  
**FUNDED BY US AGENCY FOR INTERNATIONAL DEVELOPMENT (USAID)**  
**PURSUANT TO THE RECONSTRUCTION OF HUMERA HOSPITAL IN ETHIOPIA**

**[Note: See Definition Article below for Definitions of Terms]**

THIS AGREEMENT (the "Contract") is made and entered into, once mutually executed, on the Effective Date stated on the cover page by and between **Crown Agents - USA**, a corporation organized and existing under the laws of the District of Columbia, U.S.A., with its principal place of business at 1725 "I" Street, N.W. / Suite 400 / Washington, D.C. 20006-2012 ("CA-USA") and and \_\_\_\_\_, a Public Limited Company organized under the laws of Ethiopia and with its principal place of business at \_\_\_\_\_, Addis Ababa, Ethiopia ("Consultant").

In consideration of the promises, mutual agreements, and covenants set forth below, the adequacy of which as to each Party is hereby acknowledged, each Party represents that it has taken or caused to be taken all steps required by its Articles of Incorporation and By-Laws, and by all applicable laws, to authorize the execution and performance of this Contract as a binding and enforceable agreement, and therefore, the Parties have agreed as follows:

1. **Basic Obligations.** (a) Consultant shall, in accordance with the requirements of this Contract (including, without limitation, those specified in Attachment A. *Statement of Work, Design and Supervision*), including, without limitation, to (1) perform all of the required Services (including, without limitation, preparation and submission of the Design and Supervision); (2) commence executing the Services (including, without limitation, the Design and Supervision) on the Start Date; (3) successfully complete all of the Services by or before the Intended Completion Date; and (4) warrant the Services (including, without limitation, the Design and Supervision) as stipulated in the "Warranty" Article of this Contract. In consideration of such performance, CA-USA will make payments to Consultant as hereinafter described.

(b) In addition and without prejudice to the standard clause at FAR 52.236-23, RESPONSIBILITY OF THE ARCHITECT-ENGINEER CONTRACTOR (APR 1984) (see Attachment E), Consultant shall exercise the highest level of professional skill, care and diligence in the performance of its obligations pursuant to the Contract. Consultant accepts strict design and contractual liability notwithstanding the utilization of any designer(s) or design subcontractor(s). The Consultant shall make available to CA-USA any of the designers or design subcontractors to attend discussions with CA-USA at all reasonable times and places during the Performance Period, at no additional charge.

2. **The Contract.** This Contract consists of the following, as amended from time to time: (a) the present Fixed-Price Contract document, signed by both Parties; (b) Attachment A, Schedule (as approved); (c) Attachment B, Mandatory U.S. Government Standard Provisions Relating to Architect - Engineer Services; and (d) any other document(s) and provision(s) referenced in any of the foregoing (whether or not the text thereof is set forth in full); each and all of which shall be deemed to constitute an integral part of this Contract.

3. **Contract Type and Price.** This Contract is awarded to and will be performed by Consultant on a firm, fixed price basis for the Services (including, without limitation, the Design and Supervision) subject to the Total Firm, Fixed Price specified on the cover page. The Price

is all-inclusive, covering all work and other inputs; all risks, costs, liabilities and operations other than those expressly allocated to CA-USA by specific Contract provision(s); all fees and profits, however described; all taxes (which shall be the sole responsibility of Consultant); and all other elements necessary for Consultant to successfully perform all Contract requirements (including without limitation all materials, equipment, transportation, labor, insurance, and supervision). For purposes of this Article 3, "taxes" shall include all taxes, duties or other official exactions of whatever nature, whether in force on the Effective Date or after-imposed, and whether levied in the U.S., the Cooperating Country, or elsewhere, arising out of, relating to or resulting in any way from the making or performance of the Contract.

4. **Performance Period.** Performance of this Contract shall begin on the date set forth in the notice of award (the "Start Date") and shall continue, unless extended or terminated by the Parties.

5. **Authorized Geographic Code.** All commodities, services and subcontractors pursuant to this Contract shall be from the Authorized Geographic Code and comply with the requirements of the following, as from time to time amended: (a) AIDAR 752.225-70, SOURCE, ORIGIN AND NATIONALITY REQUIREMENTS; (2) AIDAR 752.225-71, LOCAL PROCUREMENT; and (3) USAID Regulation 28, 22 CFR Part 228, "Rules on Source, Origin and Nationality for Commodities and Services Financed by USAID." The Authorized Geographic Code for this Contract is Code 935 as defined in 22 CFR 228.03( c), which includes the U.S., the Host Country and all other countries other than Foreign Policy Restricted Countries (Cuba, Iran, Laos, Libya, North Korea and Syria). In no case will procurement of commodities or services, or from subcontractors, be approved from a Foreign Policy Restricted Country. Consultant shall ensure compliance with USAID marking requirements in AIDAR 752.7009 at no extra charge.

6. **Authorities.** (a) The following personnel shall have the authorities indicated, subject to the limitations set forth in Article 6(b) and subject to assignment of additional or revised duties by CA-USA through other provisions of the Contract, or at any time or from time to time by written notice to Consultant:

(1) The **Senior Contracts Officer** shall be CA-USA's principal representative in supervising Contract performance. In addition to any other functions specified elsewhere in the Contract, (s)he shall have the authority to issue written Change Orders, irrespective of value. The **Senior Contracts Officer** may at any time and from time to time, by written notice to Consultant, delegate (or subsequently cancel or modify a previously issued delegation of) any of his/her duties and responsibilities to others.

(2) CA-USA's **Architect** shall have the authorities assigned in Article 8 as well as in other provisions of this Contract (e.g. acceptance, payment and other certifications).

(b) Notwithstanding the foregoing, the following limitations shall be placed on the authorities of each official designated above: The **Architect** shall comply strictly with, and shall not deviate from or waive, the Contract; furthermore, he shall not have the power to issue either a unilateral or bilateral Amendment to the Contract. If the Consultant believes that any action(s) by the **Architect** exceeds any of these limitations, it must report such actions in writing to the **Senior Contracts Officer** within ten (10) days thereof, and in any case prior to taking such action(s), and comply with any instructions received as a result. Failure to provide such notice shall be conclusively deemed to waive any claim resulting from such action(s). *insert specific limitations, if any, on authorities applicable to each position*.

( c) Consultant's representative for all contractual and other matters in connection with

the Contract (empowered to deal fully, finally and conclusively with all aspects of such matters on behalf of the Consultant) is as follows, unless/until changed by written notice to CA-USA pursuant to the "Notices" provision hereof: **[insert name of Consultant Representative]**.

7. **Requirements for Registration of Designers.** Consultant shall ensure that all Architect - Engineer ("A-E") and other Services rendered in connection with the Contract comply with applicable Host Country and other requirements relating to the licensure or registration of providers of such services. Subject to the preceding sentence, architects or engineers registered to practice in the particular professional field in Afghanistan, Turkey, the United States, Canada, or a western European country shall prepare or review and approve the design of architectural, structural, mechanical, electrical, civil, or other engineering features of the work.

8. **Statement of Work, Design.** The Statement of Work, Design and Supervision is stated in full at Attachment A and forms part of this contract.

9. **Accessibility for the Disabled.** (a) One of the objectives of the USAID Disability Policy is to engage other U.S. government agencies, host country counterparts, governments, implementing organizations and other donors in fostering a climate of nondiscrimination against people with disabilities. As part of this policy USAID has developed standards for any new or renovation construction project funded by USAID to allow access be people with disabilities (PWDs). The full text of the policy paper can be found at the following website: [http://www.usaid.gov/about/disability/financed\\_construction.html](http://www.usaid.gov/about/disability/financed_construction.html).

(b) USAID requires the Consultant to comply with standards of accessibility for people with disabilities in all structures, buildings or facilities resulting from new or renovation construction or alterations of an existing structure.

(c) The Consultant will comply with the Host Country or regional standards for accessibility in construction when such standards result in at least substantially equivalent accessibility and usability as the standards provided in the Americans with Disabilities Act (ADA) of 1990 and the Architectural Barriers Act (ABA) Accessibility Guidelines of July 2004. Where there are no Host Country or Regional Standards for universal access or where the Host Country or regional standards fail to meet the ADA/ABA threshold, the standard prescribed in the ADA and the ABA must be used.

(d) All new construction will comply with the above standards for accessibility.

10. **Subcontracting.** Consultant may subcontract only with the **Senior Contracts Officer's** approval. Notwithstanding such approval, Consultant shall remain solely responsible for performance of the Contract. Any non-employee architects or engineers ("designers"), outside associates, consultants, or subcontractors to be utilized by the Consultant in connection with the Services shall be limited to individuals or firms that were specifically identified and approved during Contract negotiations or subsequently approved by CA-USA's **Senior Contracts Officer**.

11. **Payment.** (a) Consultant may invoice, and shall be paid by CA-USA subject to any other provisions of this Contract, for the following fixed prices upon or normally within thirty (30) days after CA-USA's confirmation of successful performance of specific milestones (generally through certification by the **Architect**) and receipt of corresponding funds from USAID:

- (1) Approval of
- (2) Approval of
- (3) Approval of

- (4) Approval of
- (5) Approval of
- (6) Approval of

(b) Each invoice to be submitted in accordance with this Article shall be accompanied by such supporting documents as the **Senior Contracts Officer** may reasonably prescribe, by written notice to Consultant. In addition, each invoice shall contain a certification, manually signed by an official authorized to bind the Consultant, as follows:

"I hereby certify, to the best of my knowledge and belief, that - -

(1) The amounts requested are due and owing under, and are only for performance in accordance with the Statement of Work, and other terms and conditions of, CA-USA Contract no. **[insert Prime Contract number]**.

(2) All payments due to subcontractors from previous payments received under the Contract have been made, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements and other applicable requirements;

(3) This certification is not to be construed as final acceptance of a subcontractor's performance; and

(4) Consultant will promptly make full refund of any amount subsequently determined by CA-USA or the U.S. Government to have been paid based on erroneous, false or fraudulent information, or to have otherwise not been earned under, or to have been in violation of, the Contract."

(d) Further detailed procedures for payment may be formulated by CA-USA at any time, or from time to time, with written notice to Consultant.

(e) All invoices shall be in **Ethiopian Birr** in accordance with paragraph (a) above. **All payments shall be made in the currency of the Cooperating Country, converted from U.S. dollars at the London Interbank Offered Rate (LIBOR) in effect on the date of payment. Notwithstanding any other provision of this Contract, CA-USA accepts no risk as to the value of the Cooperating Country's currency or any other currency relative to U.S. dollars; all such risks shall be borne solely by Consultant.**

12. **Conversion of U.S. Dollars to Local Currency.** Before or upon commencing Contract performance, and from time to time thereafter, Consultant shall consult with CA-USA, which will provide, in writing, the procedure(s) (if any), required by the U.S. Government to be followed in converting U.S. dollars to local currency. Such procedure(s) may include, without limitation, conversion through the cognizant U.S. Disbursing Officer or Mission Controller.

13. **Conflict of Interest.** Unless otherwise approved in writing by CA-USA, Consultant, its subcontractors, and its and their personnel shall have no interest in nor receive remuneration in connection with the Works (including, but not limited to, supplying goods, services or Works therefore). In addition and without prejudice to the foregoing, Consultant shall not engage in any activity that will or might reasonably appear to conflict with the interests of CA-USA, USAID and the Cooperating Country relating to the project.

14. **Schedule.** Consultant shall execute the work called for in this Contract diligently in accordance with the approved Schedule (see Attachment B). If it should appear to CA-USA at any time that Consultant has fallen behind this Schedule, CA-USA may request written assurances and information. Failing the provision of adequate assurances and information, CA-USA may take such remedial actions as may be available under the Contract, including, if merited under the totality of the facts and circumstances, terminating the Contract in whole or in part for default.

15. **Delays, Acceleration, or Changes Ordered by Senior Contracts Officer.** At any time or from time to time during the Performance Period, the **Senior Contracts Officer** may unilaterally instruct the Consultant in writing to take any one or more of the following actions: delay or accelerate the start, progress, or completion of any portion of the Services; suspend the Services pursuant to Art. 26 below; or make changes within the general scope of the Contract pursuant to FAR 52.243-1, CHANGES – FIXED PRICE (AUG 1987).

16. **Management Meetings.** At any time during the Contract performance period, either the **Architect** or the **Senior Contracts Officer** may require Consultant to attend management meetings to review the plans for the remaining work and to deal with matters raised in accordance with the early warning procedure. Either the **Architect** or the **Senior Contracts Officer** shall record the business of management meetings, including without limitation any decisions by either of them taken at the meeting with respect to the responsibilities of the Parties to take specific actions) and provide copies of the record to those attending the meeting and to any other person(s) designated by the Parties.

17. **Labor Disputes.** Consultant shall immediately notify CA-USA (providing all relevant information) whenever it knows, or has reason to know, that any actual or potential labor dispute is delaying or threatens to delay the timely performance of the Contract.

18. **Personnel.** As and to the extent applicable, Consultant shall comply with the following standard FAR and AIDAR provisions: FAR 52.203-3, GRATUITIES (APR 1984); FAR AIDAR 752.228-7, Insurance-Liability to Third Persons; AIDAR 752.228-70, Medical Evacuation (MEDEVAC) Services (MAR 1993); AIDAR 752.7004, Emergency Locator Information (JUL 1997); AIDAR 752.7027, Personnel (DEC 1990) [delete (f) and (g)]; and AIDAR 752.7033, Physical Fitness (JUL 1997).

19. **Workers' Compensation.** As and to the extent applicable, Consultant shall ensure compliance with FAR 52.228-3, WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT) (APR 1984) and the related provision at AIDAR 752.228-3 requiring the purchase of workers' compensation insurance for employees and individual independent contractors/consultants.

20. **Restrictions on Certain Purchases.** Unless otherwise authorized in writing by CA-USA on a case-by-case basis, no supplies or services shall be acquired for use in Contract performance from Cuba, Iran, Libya, North Korea or Sudan.

21. **U.S. Government Facilities or Personnel.** Consultant and its subcontractors, employees and consultants are not allowed to use U.S. Government facilities (e.g., office space or equipment) or personnel in the performance of Contract services unless and except to the extent that CA-USA specifically authorizes such use in advance in writing. If at any time it is determined that such use has nevertheless occurred without authorization, CA-USA may, at its sole option, deduct the value of such facilities or personnel from any payment(s) otherwise due to Consultant.

22. **Consultant-USAID Relationships.** Consultant acknowledges that this Contract is an important part of the U.S. Foreign Assistance Program and agrees that its operations and those of its employees, consultants and subcontractors in the Cooperating Country will be carried out in such a manner as to be fully commensurate with the responsibility which this entails. Consultant also agrees that it and its employees, consultants and subcontractors will be subject to the guidance of the USAID Mission Director on such matters as (s)he may deem necessary in regard to the foreign policy of the U.S. Government. In the event that the conduct of any Consultant or subcontractor officer, employee or consultant is deemed not to be in accordance with the requirements of this Article, CA-USA shall consult with USAID and relay the decision of USAID regarding step(s) that need to be taken. The Parties recognize the right of the U.S. Ambassador to direct the removal from a country of any U.S. citizen or the discharge from this Contract of any third country national or Cooperating Country national when, at the Ambassador's discretion, the interests of the U.S. Government so require. Under these circumstances, termination of an employee and replacement by an acceptable substitute shall be at no cost to CA-USA or USAID. If it is determined that the services of such person shall be terminated, Consultant shall use its best efforts to cause the return of such person to the U.S. or other point of origin as appropriate.

23. **Communications.** All communications with the U.S. Government concerning the Contract or the Project of which it forms a part shall be made through CA-USA unless otherwise authorized by CA-USA. If Consultant is called upon by the U.S. Government to communicate regarding the Contract or the Project, Consultant shall notify and consult with the **Senior Contracts Officer** before responding.

24. **Inspection.** CA-USA, through any authorized representatives, shall have the right at all reasonable times to inspect or otherwise evaluate the Services being performed hereunder and the premises in which they are being performed. If any inspection or evaluation is made on the premises of a subcontractor, Consultant shall ensure that the subcontractor provides all reasonable facilities and assistance for the safety and convenience of the inspecting personnel in the performance of their inspection duties. The standard clause at FAR 52.246-4, INSPECTION OF SERVICES – FIXED-PRICE (AUG 1996) shall apply.

25. **Compliance with Law.** In performing its obligations and exercising rights pursuant to this Contract, Consultant shall comply with all applicable Host Country and other Regulations, Orders, and laws, as amended from time to time. Consultant shall also be responsible for obtaining any necessary licenses and permits for performance of the Services, and shall be responsible for all damages to persons or property that occurs as of result of Consultant's fault or negligence. All risks and costs of achieving such compliance shall be exclusively for Consultant's account; the costs shall conclusively be deemed to be included in the Contract Prices.

26. **Early Warning.** Consultant shall warn the **Senior Contracts Officer** in writing at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality or timeliness of the Services. The Senior Contracts Officer may require Consultant to provide an estimate of the anticipated effect(s) of the future event or circumstance on the Contract Price and/or Completion Date. Consultant shall (a) provide the requested estimate as soon as reasonably possible; (b) cooperate with the **Senior Contracts Officer** in making and considering proposals for how to avoid or mitigate the effect(s) of such an event or circumstance; and (c) carry out any resulting instruction from the **Senior Contracts Officer**. Nothing in the foregoing shall be deemed to alter, condition, limit, impair, waive or otherwise affect the firm, fixed-price nature of the Services.

27. **Suspension of Work.** FAR 52.242-14, SUSPENSION OF WORK (APR 1984) shall apply to this Contract.

28. **Disputes Between the Parties on Matters Involving the U.S. Government.** Notwithstanding any other provision of this Contract, any action by a cognizant U.S. Government official purporting to act within his/her authority under or in connection with CA-USA’s Prime Contract with USAID, or the present Contract, that binds CA-USA shall also bind Consultant to the extent that it relates to or affects the Contract. If requested by Consultant in writing, CA-USA may agree, to the extent deemed consistent with CA-USA’s obligations under the Contract Disputes Act, at Consultant’s expense to file a claim with USAID under the CA-USA’s Prime Contract with USAID. The Consultant shall reimburse all costs incurred by CA-USA in such dispute without charge to this Contract.

29. **Disputes.** (a) Subject to Article 28 above, all disputes arising under or relating to this Contract, its making and performance, and the surrounding facts and circumstances (all of the foregoing collectively referred to as “Disputes”), shall be subject to good faith discussions between the Parties seeking an amicable, informal resolution.

(b) If no agreement is reached within a reasonable time, either Party may notify the other Party in writing that a Dispute exists; if there is no agreement after another thirty (30) days, either Party may refer the Dispute to arbitration in accordance with this Article 29. Such arbitration shall be the sole method of resolving Disputes between the Parties.

(c) Arbitration shall be conducted in English before a single arbitrator in such location as may be mutually agreed (failing agreement on which, the place shall be Washington, D.C.), and in accordance with the International Arbitration Rules of the American Arbitration Association (“AAA”) then prevailing. Unless otherwise agreed in writing, the arbitrator shall decide the case solely upon the submission of written documentation and statements, examining such materials and resolving the matter by issuance of a written decision, with supporting findings and reasons, which may include a monetary award, but not penalty or punitive, consequential or exemplary damages, however described. If the claimant in a Dispute does not succeed in establishing the claim, it shall reimburse the other Party for its reasonable costs (including attorneys and expert witness fees) incurred as a direct result of the claim. An award in accordance with this Article shall be final and binding on both Parties. Judgment may be entered upon the award in any court of competent jurisdiction, or application may be made to such court for judicial acceptance of the award and an order for enforcement, without contestation by Consultant.

(d) Notwithstanding the existence or pendency of a Dispute, or the conduct of an arbitration, Consultant shall, unless and to the extent specifically approved by CA-USA, continue fully to perform its obligations pursuant to the Contract.

30. **Notices.** (a) Contract notices shall be in writing, manually signed by the notifying Party’s authorized representative, and mailed postage prepaid or, if sent by recognized express courier, personally delivered, and in all cases addressed as follows:

To CA-USA:

To Consultant:

Re: Contract No.:

Re:

(b) Contract notices transmitted orally or by e-mail, facsimile, telegram or telex may be provided as advance copies, provided that an identical copy is promptly transmitted in accordance with Paragraph (a) above. Notices shall be effective when received, or on the effective date of a received notice, whichever is later.

31. **U.S. Government-Required Certifications.** Consultant shall, upon request, promptly furnish to CA-USA any standard certification required by any U.S. Government law, regulation or policies in effect on the Effective Date of this Contract or imposed thereafter. As used in this Article, the word "certification" shall include without limitation any plan or course of action or record keeping function, representation or document of similar tenor.

32. **Completion.** The Intended Completion Date will be as specified in the Approved Schedule (see Attachment B).

33. **Warranty.** Notwithstanding Completion and acceptance, the Consultant is required to provide the standard U.S. Government warranty found in FAR 52.246-20, WARRANTY OF SERVICES (MAY 2001) [insert "within a reasonable time after the failure, defect or damage is discovered" in the blank in (b); also, add a new (e) as follows: "The rights and remedies of the Government provided in this clause are in addition to and do not limit any rights afforded to the Government by any other clause of the Contract."]. The said warranty shall run to and for the benefit of the U.S. Government, and shall be fully unilaterally assignable to the Cooperating Country Government or to any other person.

34. **Independent Consultant.** The Parties acknowledge that the relationship between Consultant and CA-USA pursuant to this Contract is that of an independent Consultant, and nothing contained herein shall be deemed to create a relationship of partners, joint venturers, agent and principal, employer and employee, or any relationship other than that of independent Consultant. At no time shall either party make or purport to make any commitments or incur any charges, expenses or other obligations for or in the name of the other Party.

35. **Indemnities.** (a) **General.** Consultant shall indemnify and hold harmless CA-USA and its officers, directors, employees and agents from and against all claims, damages, losses and expenses with respect to the death, injury or disability of any persons and damage to or destruction of any property (including, without limitation, loss of use) arising out of, resulting from or connected in any way with the performance of this Contract by Consultant or Consultant's officers, employees, agents, subcontractors or their officers or employees. Consultant shall, at its own expense, defend all suits or claims (whether or not false, fraudulent or groundless) by third parties alleging such injury or damage and shall pay all reasonable charges of attorneys, court costs, awards and all other costs and expenses in connection therewith. This provision shall survive expiration or termination of this Contract.

(b) **Infringement of Intellectual Property.** The Consultant shall indemnify CA-USA and USAID against all claims of infringement of any patent, registered design, copyright, trademark or trade name, or other intellectual property right, if:

- the claim or proceedings arise out of the design, construction, manufacture or use of the Works;
- the infringement (or allegation of infringement) was not the result of part (or all) of the Works being used for a purpose other than that indicated by, or reasonably to be inferred from, the Contract;
- the infringement (or allegation of infringement) was not the result of part (or all) of the Works being used in association or combination with anything not supplied by the Consultant, unless such association or combination was disclosed to the Consultant prior to contract or is stated in the Contract; and

- the infringement (or allegation of infringement) was not the unavoidable result of the Consultant's compliance with the Contract requirements.

The Consultant shall be promptly notified of any claim under this sub-clause made against CA-USA. The Consultant may, at no cost to CA-USA, conduct negotiations for the settlement of such a claim, and any litigation or arbitration that may arise from it. CA-USA shall not make any admission that might be prejudicial to the Consultant, unless the Consultant has failed to take over the conduct of the negotiations, litigation or arbitration within a reasonable time after having been so requested.

Except to the extent that CA-USA agrees otherwise, the Consultant shall not make any admission which might be prejudicial to CA-USA, until the Consultant has given CA-USA such reasonable security as CA-USA may require. The security shall be for an amount that is an assessment of the compensation, damages, charges and costs for which CA-USA may become liable, and to which the indemnity under this sub-clause applies.

CA-USA shall, at the request and cost of the Consultant, assist the Consultant in contesting any such claim or action, and shall be repaid all reasonable costs incurred.

36. **Approvals and Amendments.** (a) All approvals (and requests therefore) required or permitted to be given pursuant to this Contract by CA-USA or the Architect shall be in writing and, except when extraordinary circumstances make it impracticable, shall be requested by Consultant sufficiently in advance of the contemplated action to permit approval, disapproval or other disposition prior to that action. If, because of existing conditions, it is impossible to obtain prior written approval, the approving official may nevertheless, at his/her discretion, ratify the action after the fact. Any and all approvals given by CA-USA shall not relieve the Consultant of any specific or implied responsibilities under the terms and conditions of the Contract.

(b) Except as otherwise provided in Art. 14, the Contract may be modified only by a written document, expressly designated as such and sequentially numbered and dated, and signed by both Parties.

37. **Probity.** Consultant shall strictly ensure that it and its officers, directors, employees, agents, consultants and subcontractors avoid (1) any actions in violation of (or that might reasonably be considered to be in violation of) U.S. or Cooperating Country Government laws, regulations, rules and policies relating to ethics, integrity and proper business practices; and (2) any corrupt practice (including without limitation the offering, giving, receiving or soliciting of anything of value to influence the action of any public official or any officer, employee or director of CA-USA, the Architect or Consultant) or fraudulent practice (including without limitation misrepresentation of facts to influence a procurement action or Contract execution or administration), to the actual or potential detriment of CA-USA, the U.S. Government, or the Cooperating Country. If an issue should arise concerning compliance with this Article, Consultant shall immediately provide CA-USA with written notice describing the issue, all pertinent facts as known on the date of the notice, any conclusions reached by Consultant as of that date, and any corrective actions proposed. Failure to respond aggressively and appropriately to such issues may be treated by CA-USA as a material Contract breach. Consultant shall indemnify and hold CA-USA harmless for any costs, delays, losses, damages or other liabilities (including without limitation reasonable costs and fees of attorneys and expert consultants and costs and fees incurred in connection with U.S. Government investigations) incurred by CA-USA as a result of any occurrences covered by this Article, or any allegations relating to purported occurrences of this nature.

38. **Termination.** CA-USA may unilaterally terminate this Contract at any time in whole, or from time to time in part, in accordance with FAR 52.249-7, TERMINATION (FIXED-PRICE ARCHITECT - ENGINEER) (APR 1984). CA-USA's rights and remedies pursuant to this Article shall not be deemed to be exclusive and are in addition to any other rights or remedies provided by law or equity, or otherwise in this Contract.

39. **Audits and Recordkeeping.** The U.S. Government's Comptroller General, or an authorized representative, shall have access to and the right to examine any of the Consultant's directly pertinent records involving transactions related to this Contract or subcontracts under it. However, this Article may not be construed to require Consultant or any subcontractor to create or maintain any record not maintained in the ordinary course of business or pursuant to a provision of applicable law. As used in this Article, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in the form of a writing, computer data, or any other form. Consultant shall make available at its office at all reasonable times the records, materials and other evidence described in this Article for examination, audit or reproduction until three (3) years after final payment under (or any earlier termination of) this Contract, provided, however, that in the event of any claims, appeals or litigation arising under or relating to the Contract, Consultant shall retain and provide access under this Article to records until such claims, appeals or litigation are finally resolved.

40. **Liquidated Damages for Delay.** Time is of the essence in the performance of this Contract. Consultant acknowledges the urgent need by CA-USA and the U.S. and Cooperating Country Governments for the Services, as well as the difficulty of ascertaining at the time of contracting the precise nature and amount of actual damages that may be suffered in the event of delayed performance. In view of the foregoing, if Consultant fails to successfully complete any of the Services by the pertinent date(s) specified in the approved Schedule at Attachment B, CA-USA may, without prejudice and in addition to any other remedies under the Contract or otherwise available at law or in equity, deduct from any payment(s) due or to become due to the Consultant, under or in connection with this or any other agreement, as liquidated damages, a sum of one tenth of one percent of the affected line item(s) for each day of delay, up to a maximum deduction of ten percent (10%) of the Total Fixed Price on the Cover Page. The Parties agree that this sum represents a reasonable estimate of the actual damages anticipated at the time of contracting, and confirm that this amount has been specifically negotiated and mutually agreed upon. Once the maximum deduction has been reached, CA-USA may, in addition and without prejudice to any other termination right set forth in the Contract, unilaterally terminate this Contract for default without further liability to the Consultant.

41. **Offsets.** At any time, or from time to time, CA-USA reserves the right to deduct from any payment otherwise due to Consultant all or part of any amount, whether in connection with this Contract or any other agreement, that CA-USA determines it is owed by Consultant. CA-USA will use this authority cautiously and fairly, providing advance written notice and an opportunity to comment whenever doing so is deemed practicable in CA-USA's sole discretion (if prior notice is deemed impracticable, CA-USA will give notice subsequently).

42. **Confidentiality.** (a) Information which either Party may disclose to the other shall not be deemed to be confidential and shall be acquired free from any restriction, unless the information is proprietary to the disclosing Party and, if it is disclosed in tangible form, the disclosing Party marks such information as "Proprietary," "Restricted," or "Confidential." Any confidential information disclosed verbally must be expressly identified as confidential at the time of disclosure and thereafter reduced to tangible form with a copy, prominently marked as aforesaid, delivered to the receiving Party within ten (10) days of the verbal disclosure. When a writing contains both confidential and non-confidential information, the disclosing Party shall

specifically note which information is deemed confidential.

(b) Each Party shall exercise the same degree of care to avoid the publication or dissemination of the other Party's confidential information as it affords to its own confidential information of a similar nature which it desires not to be published or disseminated. Confidential information disclosed under this Contract shall only be used by the receiving Party in the furtherance of this Contract and the performance of its obligations hereunder.

(c) The obligation of the Parties not to disclose confidential information shall survive the expiration or termination of this Contract. However, neither Party shall be obligated to protect confidential information of the other which: (1) is rightfully received by the receiving Party from another person without restriction; (2) is known to or developed by the receiving Party independently without use of the confidential information; (3) is or becomes generally known to the public by other than a breach of duty hereunder by the receiving Party; (4) has been or is hereafter furnished to others without restriction on disclosure; or (5) is known or available to the receiving Party by inspection or market analysis.

(d) The obligation not to use or disclose said confidential information shall end five (5) years after the date of receipt of said confidential information, except with respect to any Software, for which the obligation shall continue until the occurrence of any of the events listed in paragraph (c) above. Nothing contained herein shall be construed as preventing CA-USA from sublicensing or marketing Software or documentation to the U.S. Government. CA-USA shall be permitted to disclose confidential information to its affiliated entities, third parties and others in furtherance of the Project, provided, however, that such affiliated entities, third parties and others agree to protect such information to the extent provided herein.

(e) Consultant hereby authorizes CA-USA to incorporate Consultant-provided proprietary Information in submissions to the U.S. Government and the U.S. Government Prime Consultant, provided that it bears an appropriate restrictive legend.

43. **Terrorism.** Consultant is reminded that U.S. Executive Orders and U.S. law prohibit transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is Consultant's legal responsibility to ensure compliance with these Executive Orders and laws. This provision shall be included in all lower-tier subcontracts under this Contract.

44. **Language and Law.** The governing language of this Contract and all notices and communications in connection with it shall be English. This Contract, its making and performance, and the surrounding facts and circumstances shall be interpreted in accordance with the following in order of precedence: (1) the Contract Provisions; and (2) the laws in effect in the District of Columbia, U.S.A., without regard to its conflict of laws rules.

45. **Measurement.** All measurements required or authorized pursuant to this Contract shall be in metric system units of measurement, unless otherwise authorized by CA-USA.

46. **Assignment.** Consultant may not assign or transfer the Contract (including without limitation any performance or the right to receive payment(s) thereunder) in whole or in part without CA-USA's prior written approval. Any purported assignment or transfer in violation of this Article shall be null and void vis-à-vis CA-USA, unless ratified by CA-USA. CA-USA, however, may assign or transfer the Contract (including without limitation any performance or the right to receive payment(s) thereunder) to the U.S. Government, the Cooperating Country Government, or any other Party without notice to or approval by Consultant.

47. **Definitions.** When used in this Contract, the following terms, whether or not capitalized, shall have the meanings indicated:

- (a) **AIDAR** means the AID Acquisition Regulations (48 CFR Chapter 7), available on the Internet at the USAID web site ("www.usaid.gov");
- (b) **Amendment** means a written modification to the Contract pursuant to Art. 35(b);
- (c) **Architect** is the individual natural person, designated as such by CA-USA with written notice to Consultant, who, serving as a long-term consultant to CA-USA, exercises the functions set forth in Articles 6(a)(2) and 8, including, unless otherwise stated, certifying payments;
- (d) **CA-USA** means Crown Agents, USA Inc;
- (e) **Completion Date** means the date of completion of the Services;
- (f) **Construction Documents** means the drawings, data sheets, calculations, technical specifications and any other documents necessary for the effective, efficient, safe and otherwise proper and complete construction of the Works in accordance with Contract requirements;
- (g) **Contract** means the present Agreement, as described in the Article of this Contract entitled, "The Contract";
- (h) **Consultant** means the Party to this Contract other than CA-USA;
- (i) **Cooperating Country** means Ethiopia;
- (j) **Day**, unless otherwise expressly stated, means a consecutive calendar day;
- (k) **Defect** is any part of the Design, not completed in strict accordance with the requirements of the Contract;
- (l) **Design** means the proper and professional completion of the definition of the Works (including without limitation the functional relationships and technical systems to be used, such as architectural, environmental, structural, electrical, mechanical, and fire protection) and producing the technical specifications and drawings in accordance with the requirements of the Contract, represented by the Construction Documents in a manner consistent with all relevant national and international standards and laws and complete engineering integrity;
- (m) **FAR** means the Federal Acquisition Regulation (48 CFR Chapter 1), available on the Internet at the FAR Home Page ("www.arnet.gov/far/");
- (n) **Host Country** means Ethiopia;
- (o) **Intended Completion Date** is the date specified in the approved Schedule (not subject to change without approval by the Senior Contracts Officer in the form of an extension of time or an acceleration order) by which the Consultant shall have successfully completed the Works;
- (p) **Month**, unless otherwise specifically stated, means a consecutive calendar month;
- (q) **Parties** means CA-USA and Consultant;
- (r) **Price**, indicated on the Cover Page and described in Article 3 of the Contract, refers to the firm, fixed, all-inclusive price of the Services;
- (s) **Senior Contracts Officer** is the individual natural person, designated as such by CA-USA with written notice to Consultant, who is primarily responsible for supervising the execution of the Works and administering the Contract, and whose authorities are set forth in Article 6;
- (t) **Schedule** means the Schedule (as Approved) as set forth in Attachment A, and any modification(s) thereto approved by the **Senior Contracts Officer**;
- (u) **Services** means all of the services required for successful performance of Consultant's duties under the Subcontract, including without limitation those set forth in Article 8, *Statement of Work, Design and Supervision*;
- (v) **Start Date** is the date specified in the Article of this Contract entitled, "Performance Period", that is the latest date when the Consultant shall have commenced performance of the Services;
- (w) **Subcontractor** is a person or corporate body who has a contract with Consultant to carry out any part of the Services;
- (x) **U.S. Government** means the government of the U.S.A. (represented, unless otherwise stated, by the U.S. Agency for International Development), acting in its contractual capacity; and

(y) U.S. Government Prime Contract is [insert name of funding agency] Contract No. [insert number] (as modified from time to time) Crown Agents, USA.

(w) Works means the entirety of the construction and other effort necessary to successfully complete the project defined on the Cover Page and in Art. 8

(x) Works Contractor means the construction contractor selected independently to perform the construction works as a result of the Works produced by the Consultant.

48. **Interpretation.** In interpreting the provisions of this 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 unless specifically defined in the Contract. The Contract documents shall be read together to the maximum extent practicable, however, in the event of conflict or irreconcilable inconsistency, they shall be interpreted in the following order of priority: (1) the Fixed Price Contract document signed by the Parties; (2) Mandatory U.S. Government Standard Provisions Relating to Architect and Engineering Services; (3) other documents and information referred to in this Contract.

49. **Non-Waiver.** CA-USA's failure to insist, in any one or more instances, upon the strict performance of any of the terms, covenants or conditions of this Contract, or to exercise any right(s) hereunder, shall not be construed as a waiver of the future performance of any such term, covenant or condition, or exercise of any such right(s), in the future.

50. **Severability.** If any provision of this Contract is determined by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions shall continue in full force and effect, as if the Contract had been executed with the affected provision eliminated.

51. **Survival of Provisions.** In addition to the rights and obligations which may survive as expressly provided for elsewhere in this Contract, the other provisions which by their nature should survive shall survive and continue after any termination hereof.

52. **Limitation on Damages.** If a claim for damages or a right to any other form of relief, whether based on contract, indemnity, negligence or otherwise should arise in connection with this Contract, the claiming Party shall take all necessary measures to mitigate the damages or loss to the extent that this can be accomplished without unreasonable cost or inconvenience. In no event shall any such claim or relief include or permit recovery of exemplary or consequential damages, however described.

53. **Exclusive Agreement.** This Contract is the exclusive agreement between CA-USA and Consultant pertaining to the subject matter hereof. It supersedes all prior agreements, understandings, communications, negotiations and discussions, whether oral, written or electronic. No purported trade usage, custom, course of dealing or verbal statements of any kind shall be binding upon CA-USA.

54. **Third Parties Not to Benefit.** This Contract is for the benefit of the Parties hereto, and is not intended to create, nor shall it be deemed to create, any rights in or on behalf of or responsibilities of the Parties to any other person, entity or third party, except as may be otherwise specifically stated herein.

55. **Ownership of Work Product.** Consultant acknowledges that any work conceived, designed or produced in the course of providing Services or otherwise during the Term (including, without limitation, services, deliverables, copyrightable works, technical or other data, and intangible property of all kinds) is the sole and exclusive property of CA-USA ("Work Product"). Consultant waives any rights, including intellectual property rights, in such Work Product, and is prohibited from reproducing, distributing or making any other use of such Work

Product outside CA-USA without CA-USA's express written authorization. Consultant hereby assigns to CA-USA all right, title and interest in any work conceived, designed or produced by Consultant, alone or with others, in the course or as a result of his consultancy with CA-USA.

56. **Ownership of Procured Capital Items.** The Consultant acknowledges that any capital item procured using funds invoiced and received as a result of this Contract, remain the property of CA-USA. No capital item procured by the Consultant to perform the Services using such funds can be retained or disposed of without the written approval of CA-USA.

**ATTACHMENT A:****STATEMENT OF WORK – DESIGN AND SUPERVISION**

(a) Since medical needs and modes of treatment will continue to change, and because Afghanistan may have budgetary constraints forcing hospitals to be constructed as funds become available, the Contractor shall:

- follow modular concepts of space planning and layout;
- use generic room sizes and plans as much as possible, rather than highly specific ones;
- design modular, easily accessed, and easily modified mechanical and electrical systems;
- design an open-ended hospital, with well planned directions for future expansion (in 50 bed increments); for instance positioning "soft spaces" such as administrative departments, adjacent to "hard spaces" such as clinical laboratories;

(b) The Contractor shall design an efficient hospital layout to:

- promote staff efficiency by minimizing distance of necessary travel between frequently used spaces;
- allow easy visual supervision of patients by limited staff;
- include all needed spaces, but no redundant ones (this requires careful pre-design programming);
- provide an efficient logistics system, which might include manual carts, and gravity chutes, for the efficient handling of food and clean supplies and the removal of waste, recyclables, and soiled material;
- make efficient use of space by locating support spaces so that they may be shared by adjacent functional areas, and by making prudent use of multi-purpose spaces;
- group or combine functional areas with similar system requirements; and
- provide optimal functional adjacencies, such as locating the surgical intensive care unit adjacent to the operating suite (these adjacencies should be based on a detailed functional program which describes the hospital's intended operations from the standpoint of patients, staff, and supplies).

(c) In its design, the Contractor shall maximize use of locally available materials and equipment, provided that their price is reasonable. And, the design shall take into consideration the most severe climatic conditions likely to be encountered, but energy conservation shall be maximized by orienting the building, and by including thermal features. Also, minimization of pollution shall be duly considered.

(d) The Contractor shall take into account the following general hospital operational policy considerations:

(e) Also, the Contractor shall incorporate the following design considerations:

(f) Consistent with the highest standards of the profession concerned, the Contractor shall prepare the following seven Design Documents (i. through vii.) in sufficient detail to satisfy all regulatory approvals, to provide Construction contractors, vendors and construction personnel sufficient instruction to execute the Works, and to describe the operation of the completed Works:

**i. Architectural Drawings**

Site plan, phasing plans, floor plans with dimensions, floor plans showing furniture and equipment, roof plans, ceiling plans, longitudinal and cross sections, interior elevation, interior details, exterior elevations, details of walls, floor and roof, windows and doors, schedule of door and hardware and finishing, details of rain water drainage, stairways, kitchen, bathrooms, toilettes and all required point details, details of roads and sidewalks, parking areas.

**ii. Structural drawings**

Foundation plans for different earthquake and soil conditions present in the country, framing and reinforcement plans for different earthquake and wind loads possible to occur in the country, reinforced concrete and other construction point details, cross sections, details of roads and sidewalks, parking areas, designs and details of water storage structures and sanitary disposal structures such as septic tanks, incinerators all with universally accepted structural analysis and design calculations.

**iii. Plumbing drawings**

Site plan showing location of water source and disposal source and all connections. Water treatment designs, hot and cold water, sanitary and medical gases plans, hot and cold sanitary and medical gases riser diagrams, fire protection plans, cold room designs. Oxygen generation, storage, and piping plans

**iv. HVAC drawings**

Radiators, ducts and piping floor plans, machine room details ventilation systems, heating, air conditioning and fuel storage systems.

**v. Electrical drawings**

Lighting and circuit plans, switches, equipment and circuit plans, riser plan, transformer plan, emergency power plan, low voltage plan such as telephone including page call system, IT , nurse call, fire alarm, lighting protection system and elevators.

**vi. Sanitary drawings**

All required designs and drawings for sewage disposal, septic tank, disposal of medical wastes and incinerator.

**vii. Specifications and bills of quantities**

Specifications and bills of quantities should be comprised of the following broad Divisions: general conditions, site work, concrete, masonry, metals, woodwork, thermal and moist protection, doors and windows, finishes, specialties, equipments, furniture, special construction, conveys system, mechanical, equipment, and electrical divisions. In general, equipment specifications shall not be proprietary, instead listing all salient characteristics of the equipment – the only exception would be where standardization is justified because of local service availability for only one particular make, or the local availability of spare parts for only one particular make.

CA-USA shall have the right to review and inspect the preparation of Design Documents,

wherever they are being prepared. Each of the Design Documents shall be submitted to CA-USA for review when they are considered ready for use. In this Article "review period" means the period required by CA-USA which (unless otherwise stated shall not exceed 14 calendar days, calculated from the date on which CA-USA receives a Design Document). If CA-USA within such a review period, notifies the Contractor that such Design Document fails (to the extent stated) to comply with CA-USA's requirements, it shall be rectified, resubmitted and reviewed in accordance with this Clause, at the Contractor's cost. In these circumstances no extension to the Contract completion date will be granted.

All Design Drawings except for the Specifications and Bill of Quantities shall be produced on AutoCAD, and a soft copy and three hard copies shall be delivered to CA-USA as the final product.

All intellectual property rights and all other rights of any kind or for any purpose whatsoever (including without limitation the right to re-use or revise as desired without further compensation to Contractor) in the Design Documents shall be the sole property of USAID. If Contractor deems the instructions to constitute a Change, it may seek an equitable adjustment from CA-USA, but only upon strict compliance with FAR 52.243-1 (see Art. 14). USAID may retain such title/rights or transfer them to the Cooperating Country or any other third party.

If CA-USA instructs that further Construction Documents are necessary for carrying out the Works, the Contractor shall upon receiving CA-USA instructions prepare such Construction Documents.

Errors, omissions, ambiguities, inconsistencies, inadequacies and other defects shall be rectified by the Contractor at no cost to CA-USA.

(g) The Contractor undertakes that, if legally and physically possible, the Design Documents will be in accordance with the following, in order of priority:

- a) Afghani law, and
- b) this Contract, as altered or modified by Amendments, provided, however, that in the event of each apparent conflict or inconsistency between Afghani law and the Contract, Contractor shall first notify CA-USA in writing and seek guidance before interpreting the provisions or otherwise taking action, failing which Contractor shall be bound by the interpretation most favorable to CA-USA.

(h) The Design shall comply with Afghanistan's national specifications, technical standards, building, construction and environmental regulations, regulations applicable to hospitals, and the standards specified in the Contract applicable to the Contractor's Specifications, or defined by law. If substantially changed or new applicable national specifications, technical standards or regulations come into force during the Contract, the Contractor shall submit proposals for compliance to CA-USA. In the event that CA-USA determines that such proposals constitute a change, CA-USA will issue a change order in accordance with Article 15 of the Contract.

**ATTACHMENT B:**  
**SCHEDULE (AS APPROVED)**

*[insert]*

**ATTACHMENT C:****MANDATORY U.S. GOVERNMENT STANDARD PROVISIONS****RELATING TO ARCHITECT AND ENGINEERING SERVICES****(NON-U.S. CONSULTANT, COMMERCIAL ITEMS)**

This Contract incorporates the standard FAR, and AIDAR clauses specified below (as well as any other FAR and AIDAR clauses cited in other Contract provisions) in their entirety by reference, with the same force and effect as if they were given in full text. CA-USA will make their full text available to Consultant upon request; the text is also available on the Internet at the FAR Home Page ("www.arnet.gov/far/"). Except where a different meaning is obviously intended, all references in the clauses to Consultants shall be deemed to refer to Consultant, and all references to "USAID," "Mission," "the Government," or "the Contracting Officer" shall be deemed to mean CA-USA. All documentation required from Consultant by these clauses shall be submitted to CA-USA, and all approvals shall be submitted to and obtained from CA-USA.

- (1) FAR 52.236-23, RESPONSIBILITY OF THE ARCHITECT-ENGINEER CONTRACTOR (APR 1984);
- (2) FAR 52.236-24, WORK OVERSIGHT IN ARCHITECT-ENGINEER CONTRACTS (APR 1984); and
- (3) FAR 52.2446, SUBCONTRACTS FOR COMMERCIAL ITEMS (APR 2003).

In addition, Consultant shall comply with the standard USAID provision entitled, PROHIBITION ON THE PROMOTION OR ADVOCACY OF THE LEGALIZATION OR PRACTICE OF PROSTITUTION OR SEX TRAFFICKING (JUNE 2005), as follows:

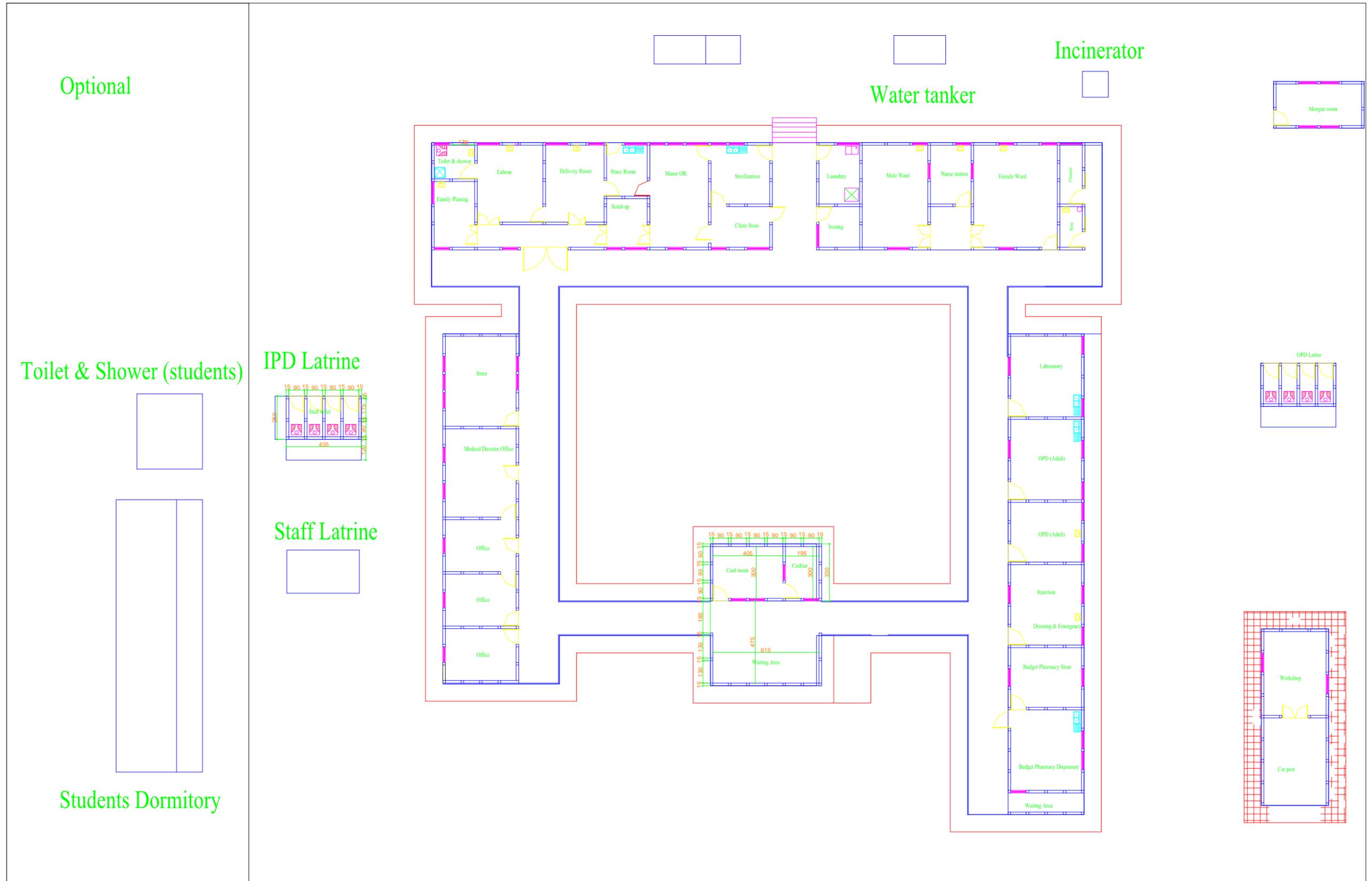
(a) This Contract is authorized under the United States Leadership Against HIV/AIDS, Tuberculosis and Malaria Act of 2003 (P.L. 108-25). This Act enunciates that the U.S. Government is opposed to prostitution and related activities, which are inherently harmful and dehumanizing, and contribute to the phenomenon of trafficking in persons. The Consultant shall not use any of the funds made available under this contract to promote or advocate the legalization or practice of prostitution or sex trafficking. Nothing in the preceding sentence shall be construed to preclude assistance designed to ameliorate the suffering of, or health risks to, victims while they are being trafficked or after they are out of the situation that resulted from such victims being trafficked.

(b) As a condition of entering into this contract, a non-governmental organization or public international organization Consultant must have a policy explicitly opposing prostitution and sex trafficking.

(c) For purposes of this Article, "sex trafficking" means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act. 22 U.S.C. 7102(a).

(d) The Consultant shall insert this clause in all subcontracts.

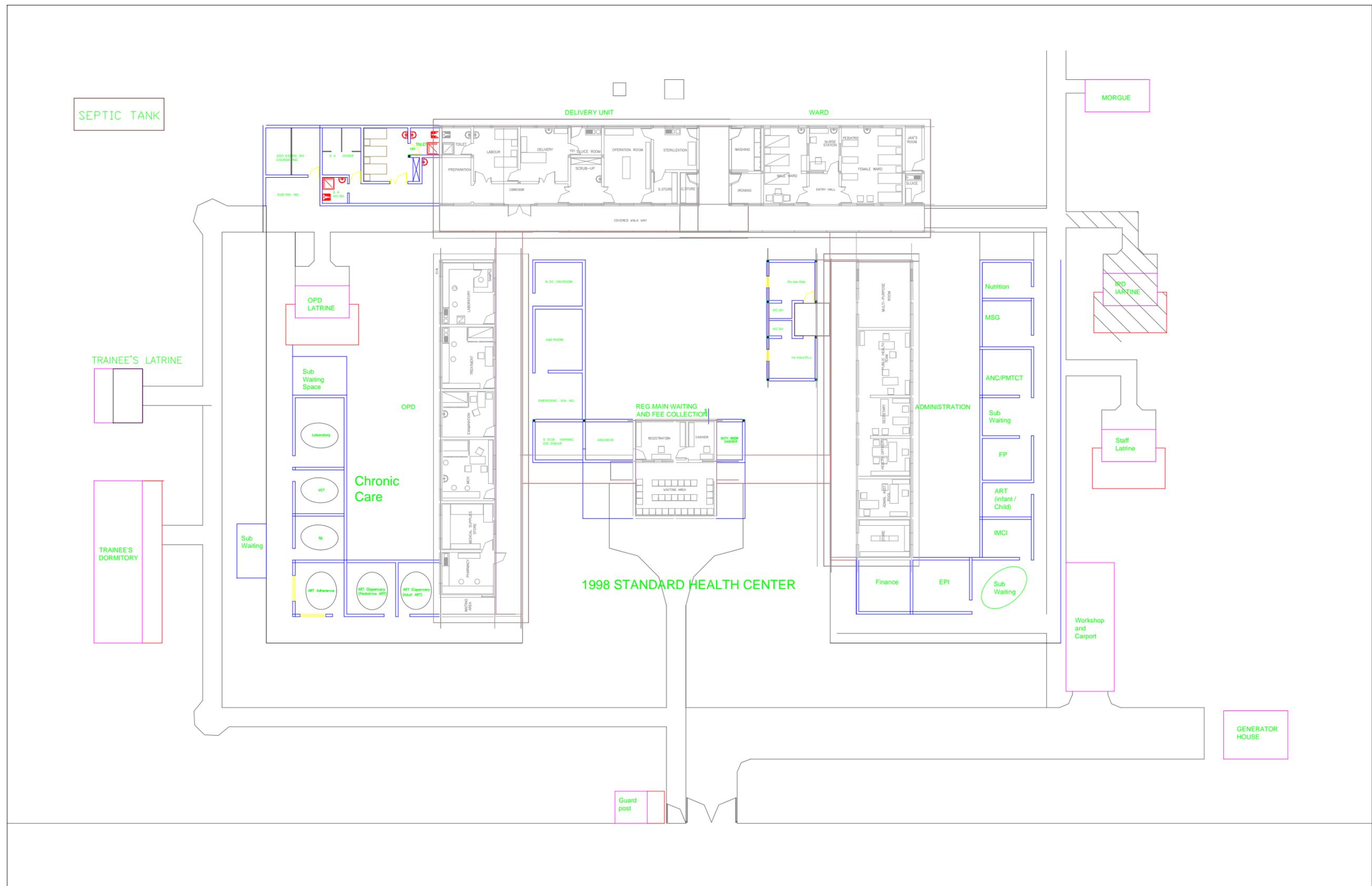
(e) Any violation of this clause will result in the immediate termination of the contract.



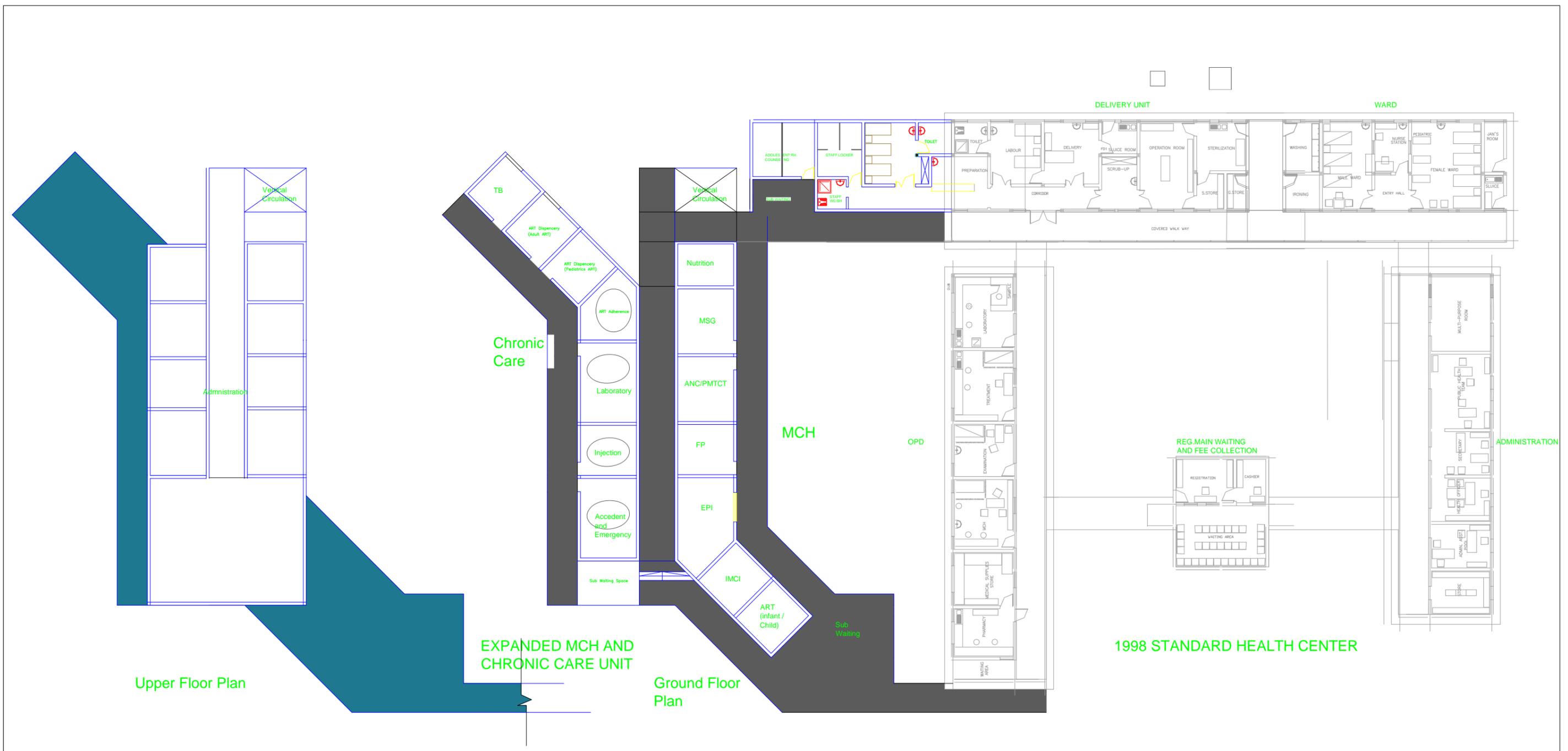
**4.1. 1998 FMOH Health Center Standard Design**



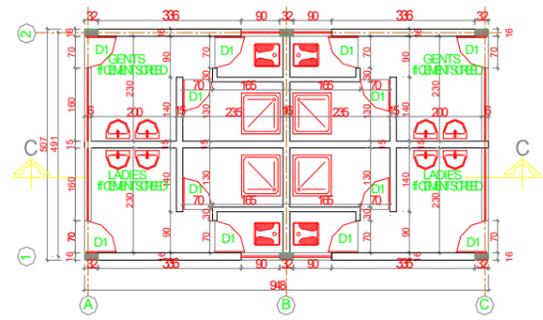
**4.2. Modified (One floor-one wing) 1998 FMOH Health Center Standard Design**



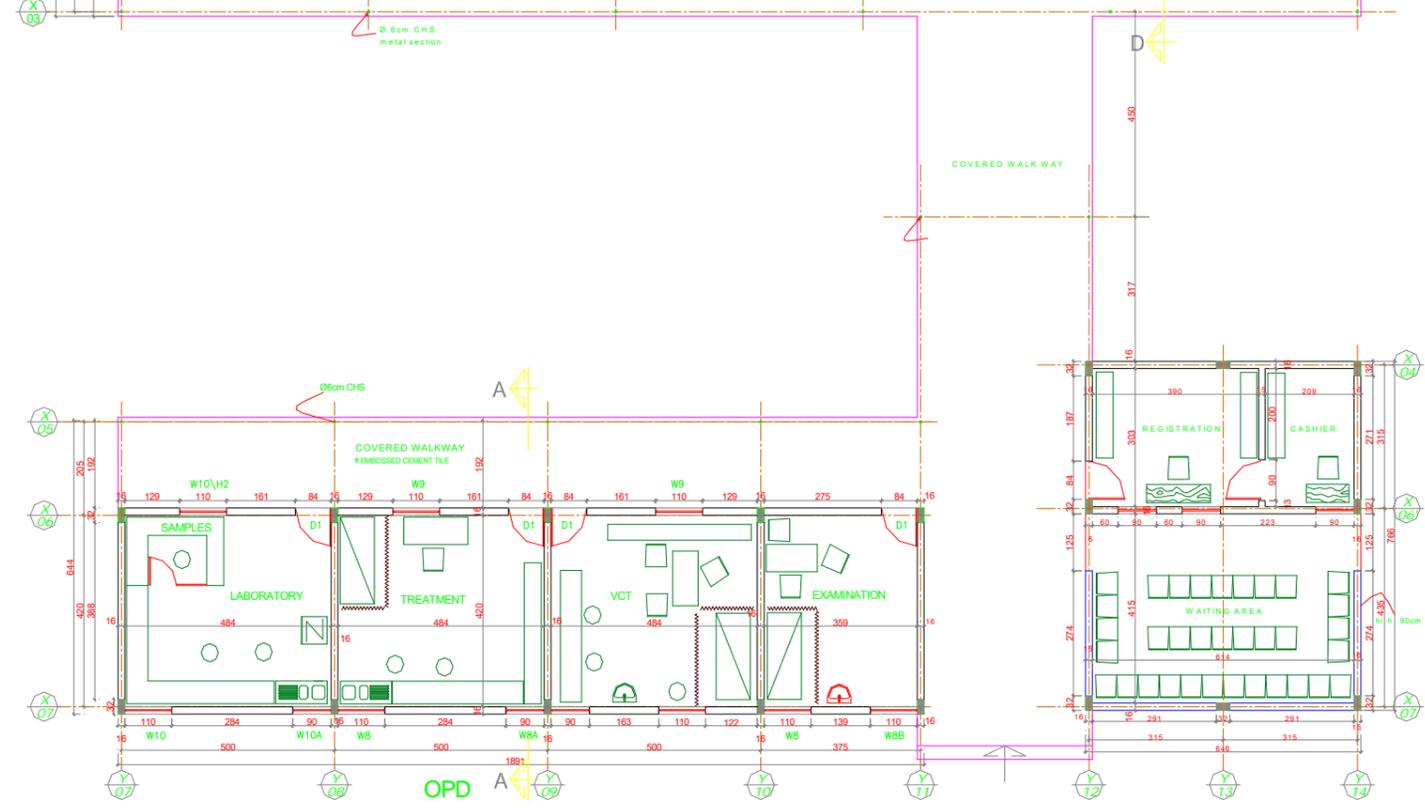
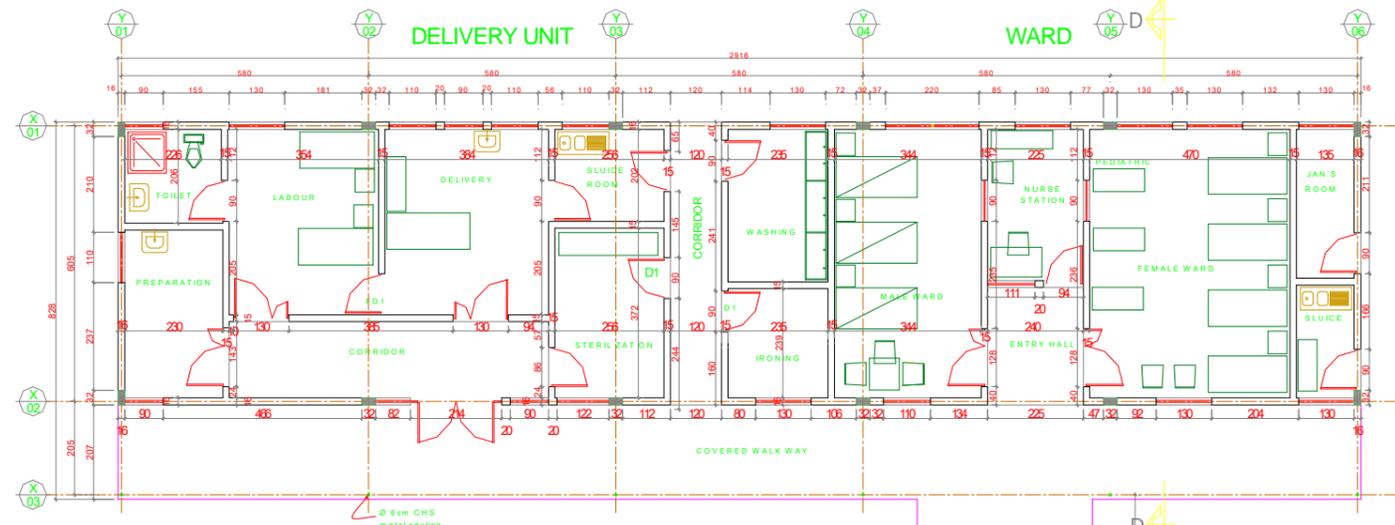
**4.3. Modified (one floor-two wings) 1998 FMOH Health Center Standard Design**



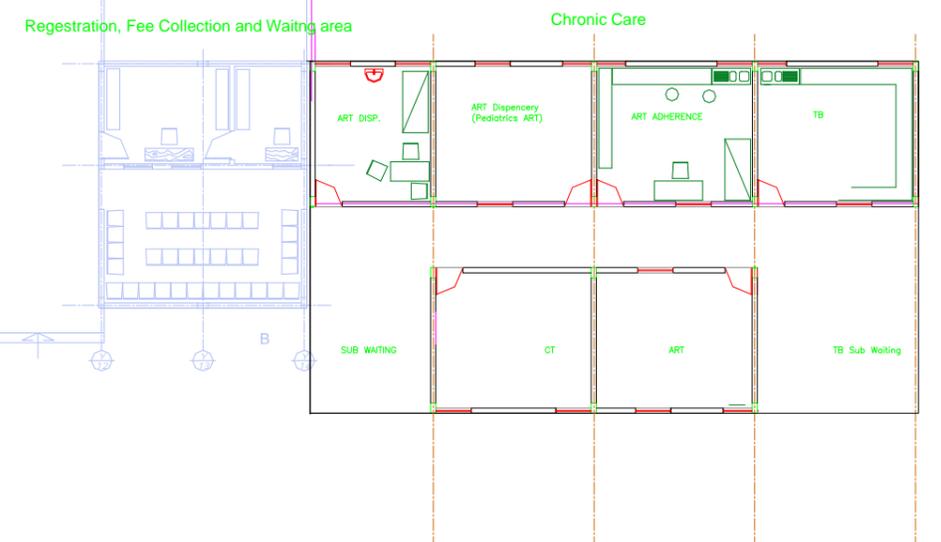
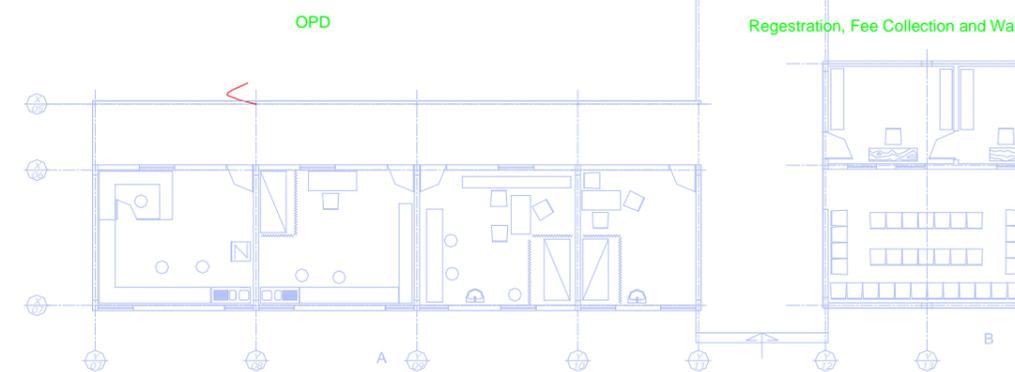
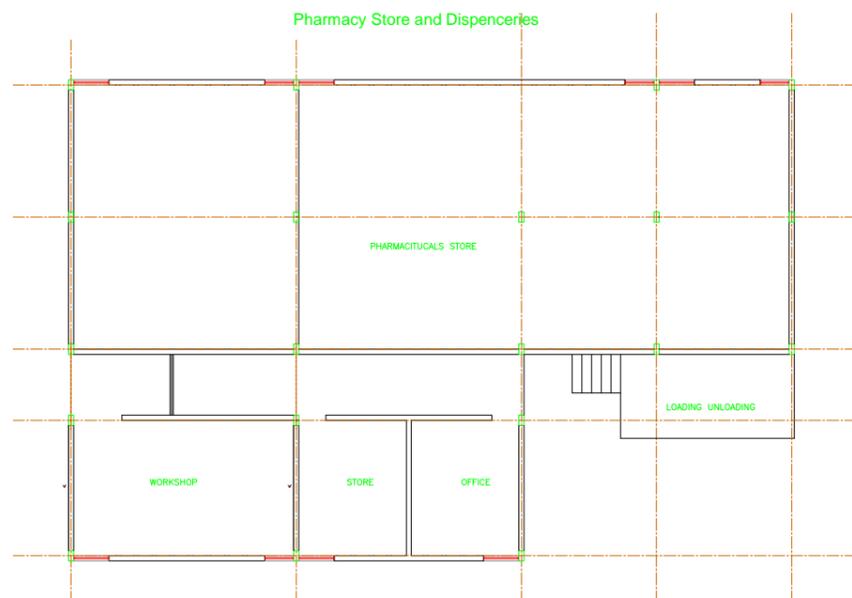
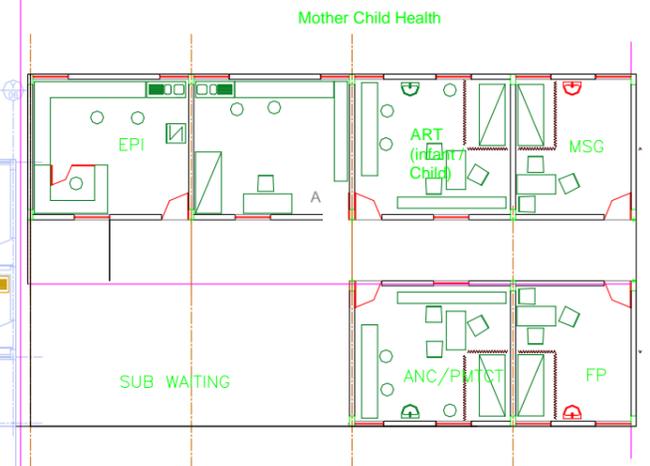
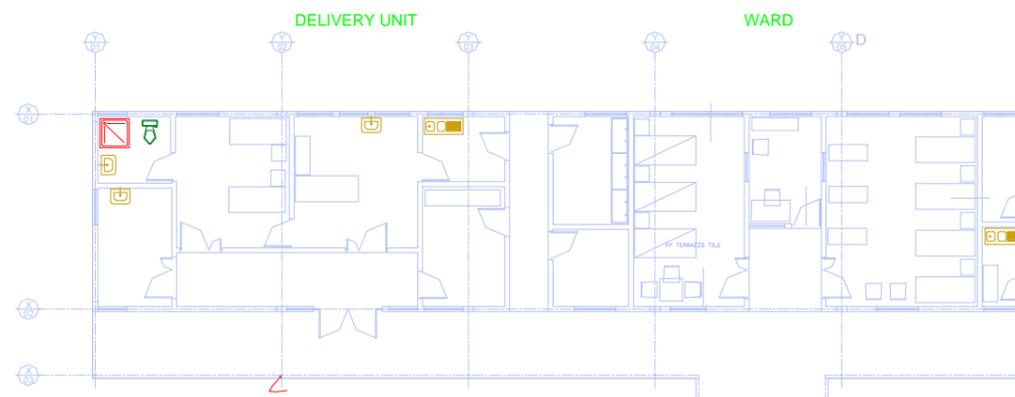
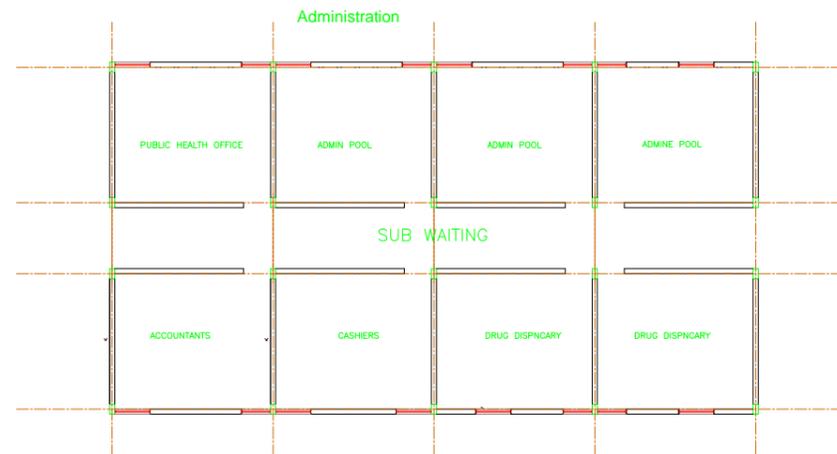
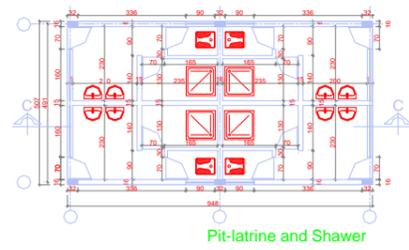
**4.4. Modified (Two floors –single wing) 1998 FMOH Health Center Standard Design**



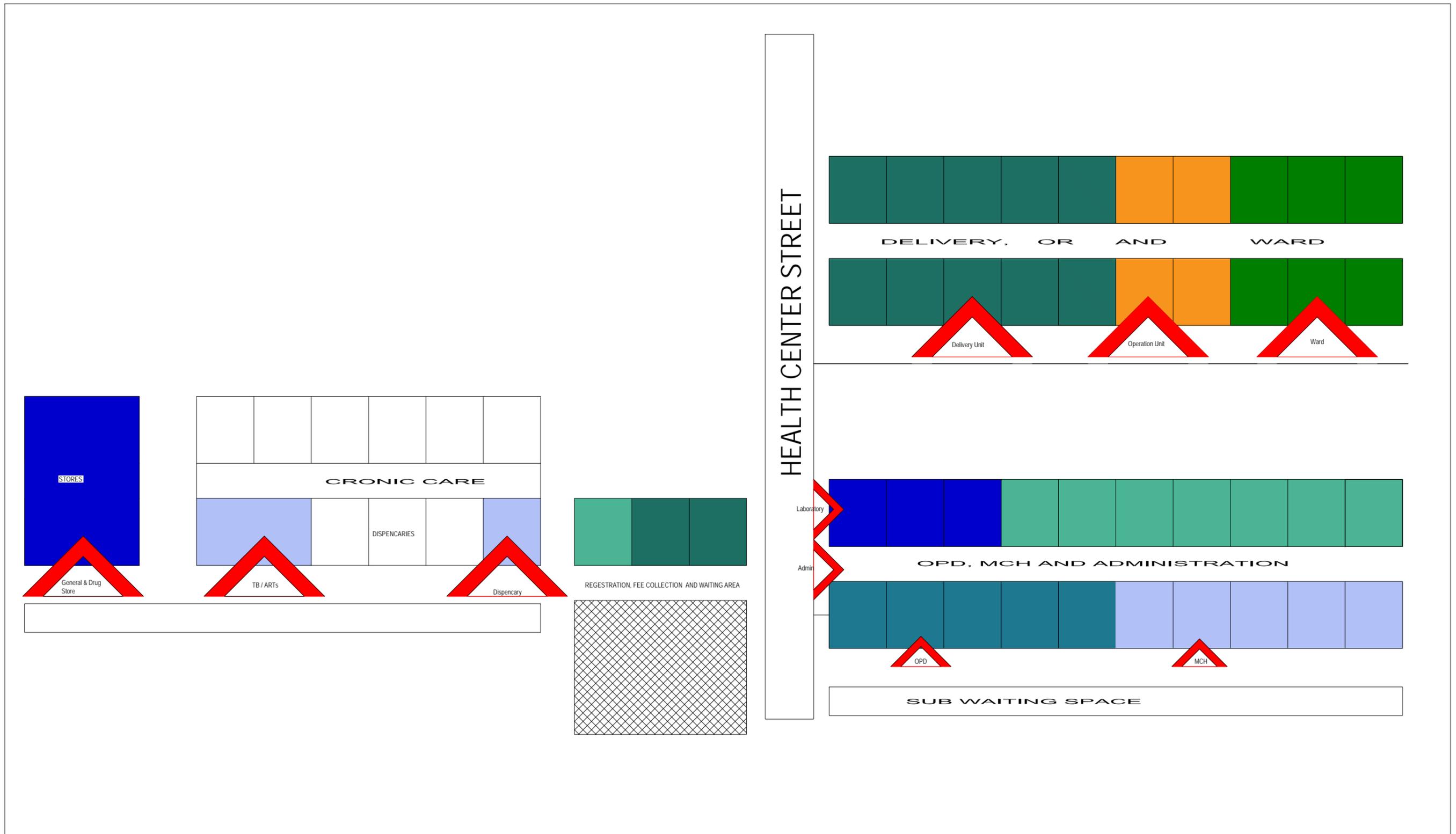
Dray latrine and Shower



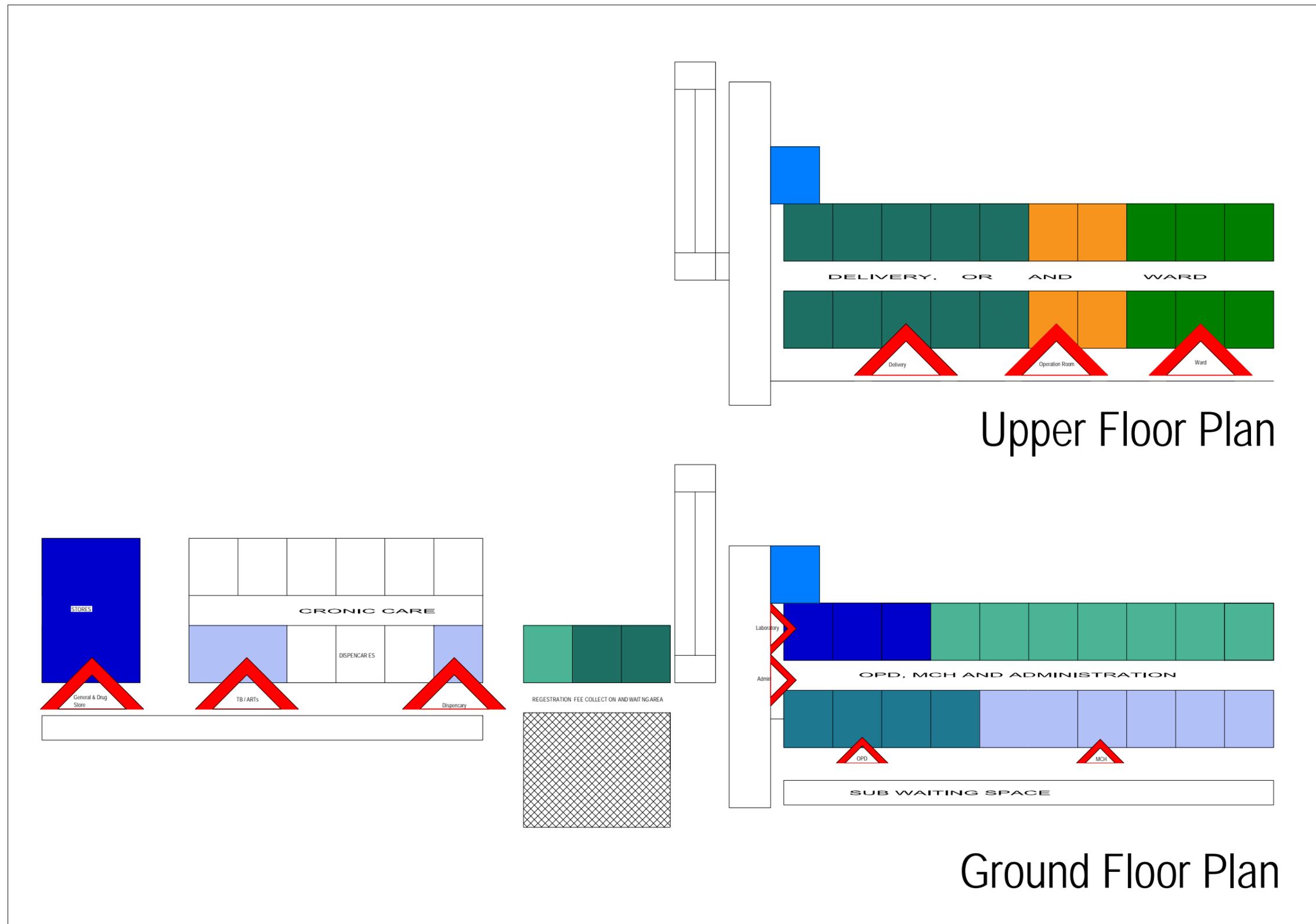
4.5 2006 “Nucleus” Health Center Design



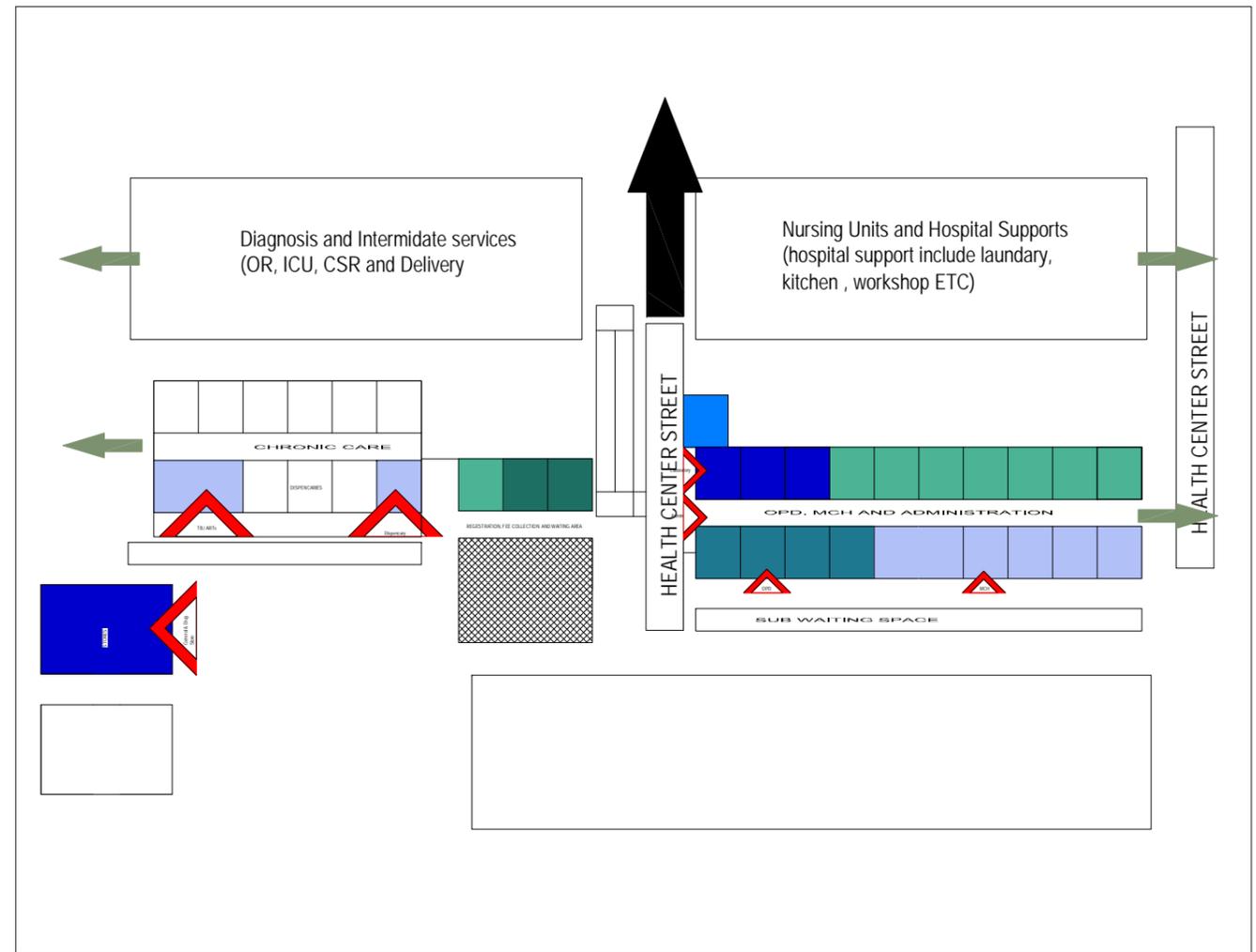
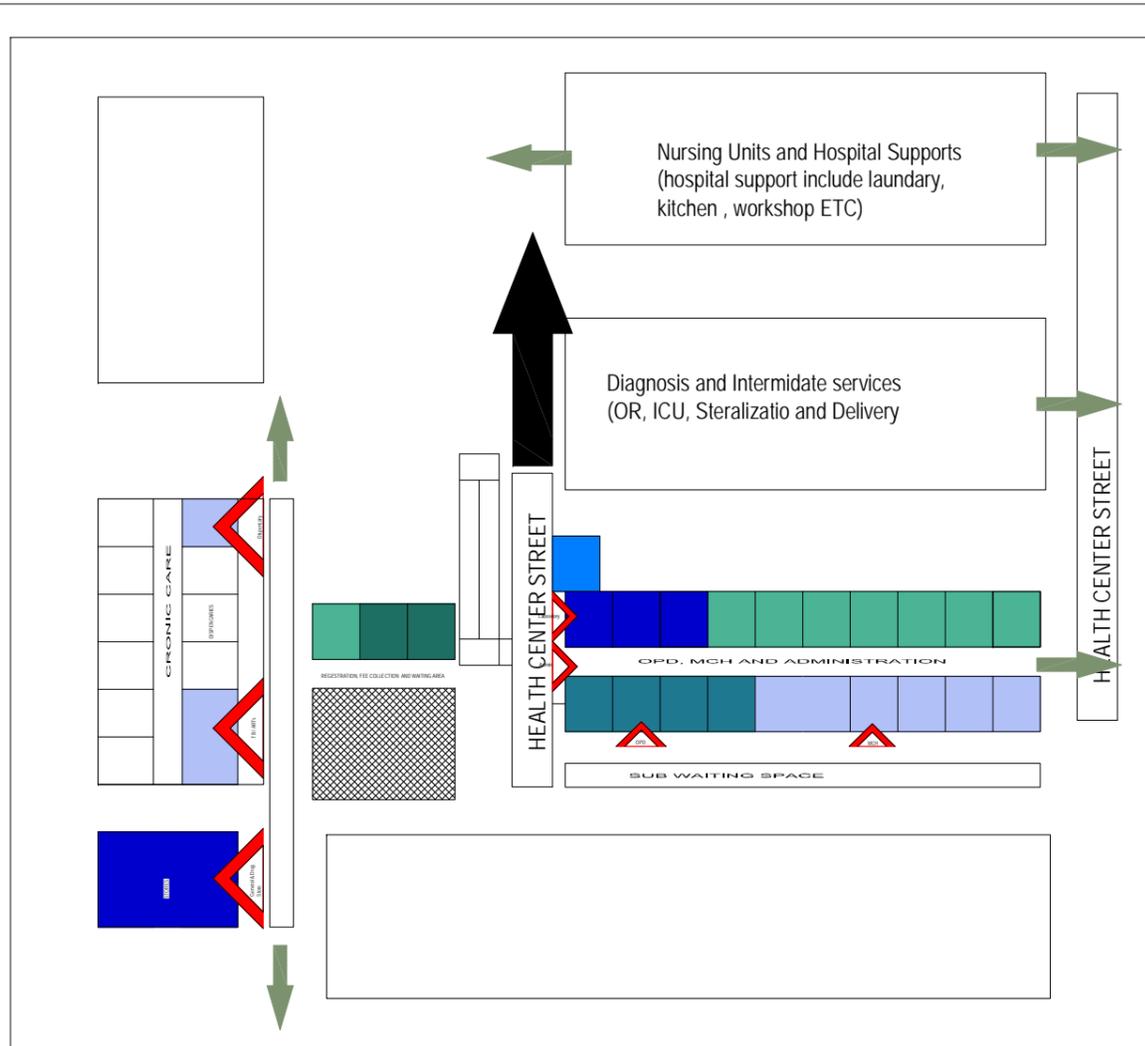
**4.6 2006 Modified Nucleus Health Center Design**



4.7.1. 2008 New Health Center Design (one floor type)



4.7.2 2008 New Health Center Design (two floor type)



Master Plan for future expansions and upgrading to next level

**4.7.3. 2008 New Health Center Design (master plan)**