Bid Document for a Full Contract for the Construction of VIPL latrines for Berahle Refugee Camp in Afar regional state

Bid No. GO-ET/HRP/049/16

Berahle Refugee Camp

GOAL Ethiopia
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## Annex

- GOAL Terms & Conditions
- Vendor Registration Form
- Tender document Attachments checklist
GOAL Ethiopia, an International Humanitarian Organization, invites sealed bids to eligible bidders for a Full Contract for the Construction of Eleven VIPL Latrines for Berahle Refugee Camp of Afar Regional state.

1. All contractors of category GC/ WWC, Six (6) & above who have valid licenses and similar work experience can obtain a complete set of bidding document from GOAL ETHIOPIA HEAD OFFICE (ADDIS ABABA) starting from the first day this notice appeared in the Ethiopian Herald News Paper/GOAL Website https://www.goalglobal.org/tenders against payment of non-refundable fee of Birr 100 (One Hundred only) during 8:00 am - 4:30 pm office hours from Monday to Friday.

2. Duplicate copies of Bid Offer shall be produced in a separate envelopes marked as ORIGINAL and COPY. A sealed envelope marked “Bid Bond” carrying the Bidder’s Bid Security (CPO) should be included in the envelope carrying the original financial document. Bid security in the form of cash will not be accepted. All envelopes shall then be put in one together, sealed, stamped and submitted to GOAL ETHIOPIA HEAD OFFICE OR GOAL along with a Bid Security (Bid Bond) only in the form of CPO amounting 1% of the Bid Offer for the Works before Deadline for Submission.

3. Essential (exclusion) Criteria
   • Relevant & Valid Renewed licenses to operate in Ethiopia
   • Only GC/ WWC License will participate like Certificate of Competency.
   • Submission of bid security in the name GOAL- Ethiopia from a recognized bank only in the form of CPO is a must. No other mode of guarantee or bid security other than CPO will not be accepted.

4. The selection criteria will be Technical and Financial

   Technical Evaluation [minimum requirement] will be carried out based on the following criteria.
   A. Contractors shall attach their previous works performance letter from GO/NGO in similar types of works
   B. Adequate and elaborated work plan (Implementation plan). Starting from agreement signed date
   C. Proposed Methodology for the works in this bid document
   D. Confirmation letter about the Site visit by the bidder in the works area signed & stamped by GOAL ETHIOPIA field office.

   Financial will be carried out based on price.

5. The bid will be opened at GOAL Ethiopia Head Office, Addis Ababa in the presence of bidders and/or their legal representatives who choose to attend on proposed opening date.

6. GOAL Ethiopia reserves the right to accept or reject the bid partially or fully.

Address:
GOAL Ethiopia,
Yeka Sub City, Woreda 9, H. No. 508
Next compound to Kotebe Health Center
P. O. Box 5504, TEL. 011-6-47-81-16/17, FAX 011-6-478118,
Addis Ababa, Ethiopia
PART II: BIDDING PROCEDURES

INSTRUCTION TO BIDDERS

Introduction
1. **General:** GOAL Ethiopia, from here on referred to as the EMPLOYER, is planning to undertake works detailed in the table below thereby requests to submit the rates/cost to each activities for full material & labor cost contract and sealed bids for the construction of water supply expansion. The activities required are detailed in the enclosed bill of quantities, specification, and contract template documents.

<table>
<thead>
<tr>
<th>CODE</th>
<th>Summary Main Activities</th>
<th>Location</th>
<th>Remark</th>
</tr>
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<tbody>
<tr>
<td>Berahle VIPL</td>
<td>Construction of Eleven blocks of VIPL latrines</td>
<td>Berahle Refugee Camp</td>
<td></td>
</tr>
</tbody>
</table>

Construction of Eleven Blocks of Ventilated Improved Pite Latrinesin Berhale Refugee Camp in Berhale district of Afar Regional state within 60 (Sixty) calendar days

2. The bidder should fill the price in the bill of quantities and write in the cost summary sheet column attached here with and finally fill total summary Cost in summary Sheet.

3. The BIDDER is required to show his methodology, equipment, personnel, work schedule, site visit certificate and attach related work experience in the technical offer document which will enable him to complete the WORKS with efficiency. The technical evaluation will be based on provided methodology, equipment, material, personnel, site visit report and related work experience.

4. The following documents form part of the Tender Documents supplied by GOAL ETHIOPIA:
   - A. This document (‘Tender Guidelines and Regulations’);
   - B. The Bill of Quantities, to be completed by the Bidder
   - C. The Specification of Works;
   - D. The Contract Document Template;
   - E. Standard Forms of Tender here considered (SF-1 to SF-4), all must attached in the technical parts after filling the necessary requirement as per the format, or additional format allow without cancelling our format (if the bidder believes to add more elaborate information. About the company)

5. The filled Bill of Quantities submitted by the Bidder must be in the format provided with the Tender Documents. The bill of quantities and specification for the intended work in this document not allowed to change by the bidder. Bidders who change the given quantity and specification automatically cancellation of their offered bid, and omissions of filling rate not allowed. Net rate of item filling (sum) and excessive rate filling cause cancellation.

6. All rates and amounts entered into the Bill of Quantities or used in any other documents, correspondence or operations pertaining to this tender shall be expressed in Ethiopian Birr (ETB). Extremely over and under estimated rate (beyond the expected current price) will result in rejection of offer.

7. In the event of errors. If mistakes happen during the total prices in the Bill of Quantities submitted by the Bidder during sub-total cost checked. The unit prices shall prevail and the sub sum costs and total price shall be re-calculated accordingly.

8. The Employer reserves the right to change the unit quantities in the Bill of Quantities, after bid selection is completed, without a change in unit prices. Such a change may include the removal of an item from the Bill of Quantities, reduce, or the addition 20% of structures. In the case of an increase in the quantity of the Works, GOAL Ethiopia may, at its sole discretion, allow a proportionate extension of time.
9. Any change in equipment schedule, not agreed in writing by the EMPLOYER, may result in the encashment of the bid bond and cancellation of any agreement between the bidder and GOAL Ethiopia.

10. A Contract and a Specification of Works is provided with these tender documents. The Employer reserves the rights to refuse variations from the Contract template that are considered unacceptable or unreasonable.

11. At any time prior to the deadline for submission of tenders, the Employer may amend the tendering documents by issuing Addenda. Any Addendum thus issued shall be part of the tendering documents and shall be communicated in writing or email to all invited Bidders. Bidders shall promptly acknowledge receipt of each Addendum by cable to the EMPLOYER. To give the Bidders reasonable time in which to take an Addendum into account in preparing their Tenders, the EMPLOYER may extend as necessary the deadline for the submission of Tenders.

**Eligibility**

12. The BIDDER shall be domiciled and licensed to do such jobs in Ethiopia as specified in the tender and shall furnish copy of its renewed license (GC/WWGC, Grade 6 and above are acceptable) for the current fiscal Ethiopian year, registration certificate for VAT from the Federal/Regional Ministry of Finance. The Bidder shall not be under a declaration of ineligibility for corrupt or fraudulent practices.

**Submission of bids**

13. The Bidder shall prepare an original and one copy, clearly marking each “ORIGINAL BID” and “COPY OF BID,” as appropriate. In the event of any discrepancy between them, the original shall prevail.

14. The original and the copy or copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract.

15. Any interlineations, erasures should be avoided during rate filling by the bidder, or overwriting shall be valid only if they are initialed by the person or persons signing the bid.

16. The Bidder is required to initial and seal each page of the tender documents and sign and seal wherever it is requested. Any Appendices to the Tender must also be signed and sealed by the BIDDER. Failure to complete and sign any of these forms may invalidate the Tender.

17. Bids shall remain valid for 30 calendar days after the date of bid opening prescribed by the EMPLOYER. A bid valid for a shorter period may be rejected by the EMPLOYER as non-responsive.

18. The Bid shall contain a letter to accompany the bid contents, which are organized in the following way:

**Documents comprising the Bid**

A. The completed Bill of Quantities, with unit and lump sum prices, and the total price completed;

B. Company or firm profile;

C. Certificate of BIDDER’S visit to the works area – (Schedule SF1);

D. Summary of Executed Construction work satisfactorily carried out by the BIDDER (Schedule SF 2);

E. the BIDDER’S Proposed work schedule (Plan), (Schedule SF 3); which must include the following:
   i. Earliest possible Contract signing date (note deadline for submission of performance bond and guarantee for advance payment),
   ii. Earliest possible actual work commencement date and,
   iii. Time required for the execution of the WORKS;

F. Methodology of the Works (Schedule SF4). The BIDDER must insure that he is able to keep the aforementioned schedule.

G. Financial status of the bidder in the form of audited report latest year must be attached in the technical Original Technical document to over See the bidders technical capacity in the form of financial

H. A bid bond in the form of CPO in the amount of 1% (one percent) of the total bid amount, valid for sixty (60) calendar days from the date of Opening.

I. The copy of the Contract Document Template in the bid documents initialed and sealed on each page, indicating acceptance of the general conditions therein.
NB: All Standard Format considered here as (SF1-SF4) must be completed and put on original technical documents during sealing of the bid. The Employer do not evaluate a technically requirement which is misplaced out of the technical document

19. The BIDDER shall cover all costs related to the research for and preparation of the Bid. The EMPLOYER shall not be responsible for any of the BIDDER’S cost relating to the Bid regardless of the circumstances.

Clarification of Bid
20. A prospective Bidder requiring any clarification of the Bidding Documents may notify the EMPLOYER in writing or by fax at the EMPLOYER’S mailing address. The EMPLOYER will respond in writing to any request for clarification of the bidding documents that it receives no later than 3 days prior to the deadline for the submission of bids prescribed by it. Written copies of the EMPLOYER’S response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective Bidders, which have received the bidding documents.

Bid Security
21. Any bid not accompanied by an acceptable bid security shall be rejected by the EMPLOYER as "non-responsive". In the event that a bid security contains minor errors that require simple correction, the EMPLOYER may, at its sole discretion, allow the respective Bidder, via a written notice, a fixed time period within which the bid security may be corrected and re-submitted.
22. The bid security of the successful BIDDER will be returned when the BIDDER has signed the Contract and furnished the required performance security pursuant to article 37 of this document.
23. The unsuccessful Bidders’ bid securities shall be discharged / returned before the expiration of the period of bid validity prescribed by the EMPLOYER.

Language of Bid
24. All correspondence and submissions with respect to the Tender shall be in the English Language. Supporting documents and printed literature furnished by the BIDDER may be in another language provided they are accompanied by an accurate translation of the relevant passage in the above stated language, in which case, for purpose of interpretation of the tender, the translation shall prevail. Any translations must be performed by a translator holding a license to translate recognized by the courts and Government of Ethiopia.

Bid prices
25. The total Tender price submitted by the BIDDER shall include the duties, taxes and other levies as shown in the summary page of the Bill of Quantities.

Preparation of bid
26. It is essential that the prospective BIDDERS are familiar with the general area where the WORKS are to be performed before submitting their Tenders so as to ascertain the various working conditions, access to the construction sites and other factors, which can influence the Tender. BIDDERS must therefore complete the relevant “Certificate of BIDDERS Visit to the WORKS Area” (Schedule SF1)
27. BIDDERS must complete the Executed Work Summary of his Company SF2, to overview his previously performance and should be supplement with recommendation letter from NO/GO bodies.
28. BIDDERS must complete the “Work Schedule SF3” in allocating the required time frame work to complete the work. The work scheduling must consider all the periods from Seven days after the contract Signing. The schedule also must consider the advance payment, requesting time, Detail work in the bid document, handing over and Payment settlement
29. BIDDERS must complete the “Work Methodology SF4

I. Summarized forms of all relevant working technical methods and approaches that will be followed during performing of the work to ensure quality of the work.

II. Elaborating the critical work phase and time of the work that needed to gate confirmation about ongoing quality of the work and receiving order for the next step from the client supervisor sides

III. The company staffing, Equipment and materials managing and control systems

30. BIDDERS must complete the “Currently financial status in the form of auditors report SF5

31. Bidders should visit the sites and submit the visit formats with the bid document as per the required information’s provided in SF 1 formats.

32. In the examination of Tenders and award to be given, due account will be taken of the BIDDERS past experience and performance in the execution of similar construction WORKS of comparable magnitude, and the degree to which he possesses the necessary technical and financial back ground to enable him to complete the work successfully within the Contract period. BIDDERS are therefore required to satisfy the EMPLOYER of their ability to perform the WORKS satisfactorily and to this end shall furnish details in the "Schedule of work satisfactorily carried out by the BIDDER", of Contracts of a similar nature and magnitude, which they have successfully executed in the past.

33. The BIDDERS must complete the “intended work program” The successful BIDDER will be asked to furnish to the EMPLOYER within 7 days from the date of the letter of Award a more detailed work program, before he/she commences the Contract.

34. If the BIDDER intends to subcontract any part of the works, the works to be subcontracted must be detailed in the bid and the maximum value of the subcontracted works should not be more than 20% of the total Contract amount. The EMPLOYER reserves the right to refuse permission to subcontract certain WORKS where this is deemed to be against the EMPLOYER’S interest.

35. The EMPLOYER or his duly appointed representative reserves the right to inspect the BIDDER’S plants and equipment during the tender period and prior to the award of the contract. Within 7 days of receipt of the award of Contract notice, the successful BIDDER shall sign the Contract and return it to the EMPLOYER.

36. Within 7 days of receipt of award of Contract notice from the EMPLOYER, the successful BIDDER shall furnish to the EMPLOYER a performance security in the form of a bank or an insurance guarantee in the amount of 10% (ten percent) of the total Contract price and valid until the end of the Defects Liability Period.

37. The CONTRACTOR shall commence his work according to the time schedule submitted with the bid (form SF5). The advance payment shall NOT in any way be related to commencement date. Advance payment shall be effected to the CONTRACTOR by the EMPLOYER upon receipt of advance payment guarantee according to the relevant conditions of Contract.

38. The EMPLOYER will carry out BOTH TECHNICAL AND FINANCIAL EVALUATIONS based on the following criteria:

A. Essential Criteria’s and Requirement to Offer the bid
   1.1 GC/WWGC Six and above for Water works related
   1.2 Renewed trade licence for the current Ethiopian fiscal year with the corresponding professional certified certificate from concerned sectors.
   1.3 Submission of bid security in the name GOAL- Ethiopia from a recognized bank only in the form of CPO. No other mode of guarantee or bid security other than CPO will be accepted.

B. TECHNICAL EVALUATION [minimum requirement] will be carried out based on the following criteria.

   1. Contractors shall attach previous works performance letters from GO/NGO in similar types of works.
   2. Adequate and elaborated work plan (Implementation plan) starting from agreement signed date.
3. Proposed Methodology for the works in this bid document.
4. Confirmation letter about the Site visit by the bidder in the works area signed and stamped by GOAL ETHIOPIA field office.

C. FINANCIAL will be carried out based on price.

Note, the information’s provided in the company profile has to be clear, truthful and the certificates, licenses have to be valid and registered legally.
Further information can be obtained by sending email to tenders@goal.ie

B. TECHNICAL EVALUATION [minimum requirement] will be carried out based on the following criteria.
1. Contractors shall attach their previous work experience from GO/NGO in Similar Types of Works
2. Contractor's Category of Registration Certificate from eligible Sectors
3. Confirmation about Financial status of the contractors for the latest Ethiopian fiscal year in form of Audit report
4. Adequacy and elaborated work plan (Implementation plan). Starting from agreement signed date.
5. Proposed Methodology for the works in this bid document
6. Confirmation letter about the Site visit by the bidder in the works area

C. FINANCIAL will be carried out based on price.

Note, the information’s provided in the company profile has to be clear, truthful and the certificates, licenses have to be valid and registered legally.
Further information can be obtained by sending email to tenders@goal.ie

Sealing and marking of bids
39. The Bidder shall seal the envelope and deliver it in person to the EMPLOYER at the following address:
GOAL Ethiopia Addis Ababa office, Tel: 011 6-47-81-16/17,

Deadline for submission of bids
1. Bids must be received by the EMPLOYER at the addresses specified in article 39 no later than Tuesday, December 13, 2016 at 9:00pm.

Modification and withdrawal of bids
2. The Bidder may modify or withdraw its bid after the bid’s submission, provided that written notice of the modification, including substitution or withdrawal of the bids, is received by the EMPLOYER prior to the deadline prescribed for submission of bids. The Bidder’s modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of article 39. No bid may be modified after the deadline for submission of bids. No bid may be modified or withdrawn in the interval between the deadline for submission of bids and the expiration of the bid validity period specified by the Bidder, unless requested by the EMPLOYER. Withdrawal of a bid during this interval may result in the Bidder’s forfeiture of its bid bond.

Opening of bids
1. Bids will be opened in the presence of Bidders or their legal representatives who choose to attend at Tuesday, December 13, 2016 at 9:30am at GOAL Ethiopia head office, Addis Ababa, Yeka Sub city, Woreda 9, H. No. 508, Next compound to Kotebe Woreda 9 Health Center.
2. 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.

Award of contract
1. The EMPLOYER will award the Contract to the successful Bidder whose bid has been Determined to be substantially responsive and has been determined as the most Competitive and advantageous evaluated bid for the EMPLOYER considering both technical and financial Criteria.
2. Prior to the expiration of the period of bid validity, EMPLOYER will notify the successful bidder in writing by letter or fax, email that his bid has been accepted. The notification of award will constitute the formation of the Contract. GOAL will also notify unsuccessful bidders immediately the successful bidder signed the contract.
3. GOAL Ethiopia will issue the bid offer to cumulative technically and financially qualified Bidder. GOAL-Ethiopia reserves the right to accept or reject any Bid, to annul the solicitation process and reject all Bids at any time prior to award of purchase order, without thereby incurring any liability to the affected Bidder(s) or any obligation to provide information on the grounds for the purchaser’s action

BID DATA SHEET
The following specific data for the works to be procured shall Complement, supplement, or amend the provisions in the Instruction to bidders. Whenever there is a conflict, the provisions herein underlined shall prevail over those in the Instruction to Bidders.

<table>
<thead>
<tr>
<th>No</th>
<th>Data relevant to Bidders</th>
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<tbody>
<tr>
<td><strong>A. Introduction</strong></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>The procuring Entity is: GOAL Ethiopia</td>
</tr>
<tr>
<td>2</td>
<td>The project name or subject of the procurement is: for a Full Contract for the Construction of Eleven Blocks of VIPL latrines in Berahle Refugee Camp, Berahle woreda of Afar Region</td>
</tr>
<tr>
<td>3</td>
<td>The procurement Reference Number is: GO-ET/HRP/049/16</td>
</tr>
<tr>
<td>4</td>
<td>The Bidding Document is issued under procurement Method: Open tender</td>
</tr>
<tr>
<td>5</td>
<td>The permitted Method of communication are: Written by letter, email or fax</td>
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<tr>
<td>6</td>
<td>A Bidder shall submit with its bid the documentary evidence specified in ITB</td>
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<tr>
<td><strong>B. Bidding Documents</strong></td>
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<tr>
<td>7</td>
<td>For clarification purposes only, the procuring Entity’s address is: GOAL Ethiopia; Yeka Sub city; Woreda 9; House No. 508; Next to Kotebe Woreda 9 Health Center; Addis Ababa; Tel: 011-647-81-16/17</td>
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<tr>
<td><strong>C. Preparation of Bids</strong></td>
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<td>8</td>
<td>The language of the bid is: English</td>
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<td>9</td>
<td>The Bidder shall submit with its bid the documents mentioned in article 18.</td>
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<td>10</td>
<td>The price quoted by the bidder shall show: Breakdown of Rates and Prices for all items.</td>
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<tr>
<td>11</td>
<td>Price quoted shall include the duties, taxes and other relevant as shown in the summary pages of the Bill of Quantities</td>
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<tr>
<td>12</td>
<td>The currency of the bill shall be: Birr</td>
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<td>13</td>
<td>The bid validity period shall be: 60 days.</td>
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<td>14</td>
<td>Bid security: amounting to 1% of the total offer</td>
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<td><strong>D. Submission and opening of Bids</strong></td>
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<td>15</td>
<td>In addition to the original of the bid, the number of copies required is: one</td>
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<tr>
<td>16</td>
<td>For bid submission purposes only, the procuring Entity’s address is:</td>
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</table>
GOAL Ethiopia; Yeka Sub city; Woreda 9; House No. 508; Next to Kotebe Health Center; Addis Ababa; Tel: 011-6-47-81-16/17 or
The deadline for bid submission is: Date: Tuesday, December 13, 2016 Time: 9:00am

The bid opening shall take place at:
GOAL Ethiopia Head Office Compound at the indicated address above
Date: Tuesday, December 13, 2016 Time: 9:30am

E. Evaluation and Comparison of Bids

The evaluation methodology to determine the lowest – evaluated combination of items shall be as indicated above.

GOAL Ethiopia is committed to maintaining the highest standards in the conduct of all its activities, including the awarding of contracts. GOAL has established procedures upon which individuals and/or companies may call if they feel they have been discriminated against, unjustly treated or unfairly approached in relation to the award of a contract. Please contact wb@goalethiopia.com and/or GOAL’s Internal Auditor on 0911-124208 for more information

PART III. SCHEDULE OF SPECIFICATIONS

1. General Provision
1.1. Scope And Application

This Specification shall apply to the Water works and Civil Engineering works required in the construction of the WORKS as described in this document.

1.2. Requirements of Specifications
The CONTRACTOR shall fulfill all requirements and obligations under all clauses of the Specification. Whether the following clauses of the Specification, any descriptions there in, nor the quantities shall limit the obligations of the CONTRACTOR under the conditions of Contract. Where items are not included in the bill of quantities for any such requirements or obligation, the cost of such requirements or obligations shall be deemed to be spread over all the items of the bill of quantities.

1.3. Approval of Materials and Goods
All materials to be provided shall be new, unused and of the most recent manufactures and incorporate all recent improvements in design and materials unless otherwise provided in the Contract.

1.4. Samples and Testing
Without prejudice to any other clause in the Specification, the CONTRACTOR shall before ordering any building materials or other articles for use and installation in the WORKS, seek the approval of the EMPLOYER.

Materials for which the EMPLOYER has approved, samples shall be used only in those areas and locations for which the approval was granted. All costs in connection with conducting tests by an approved laboratory shall be included and covered by the provisional sum allowed in the bill of quantities.

1.5. CONTRACTOR'S Work Program
The CONTRACTOR with his Bid shall submit a program for the performance of the WORKS.

1.6. Drawings
The whole of the WORKS shall agree in all particulars with the levels, dimensions and details contained in the construction drawings.
1.6.1. **Bid Drawings**
Bid drawings are the drawings prepared by the EMPLOYER for the purpose of the Bid and furnished to the CONTRACTOR. The Bid Drawings show all relevant features of the WORKS in sufficient detail to enable the CONTRACTOR to assess correctly the nature and scope of the work requested from him and to price the Bill of Quantities forming part of the Contract document. Drawings could be modified by site Engineer according to the site situation.

1.6.2. **Construction Drawings**
Construction drawings are Bid drawings confirmed for construction or any revisions to Bid drawings and additional drawings that may be prepared by the EMPLOYER or the CONTRACTOR for the purpose of the construction of the WORKS.

1.6.3. **Additional Drawings**
The EMPLOYER may at any time during the Contract period issue such additional construction drawings, as he may deem necessary for the proper performance of the work.

1.7. **Building for Temporary Use by CONTRACTOR**
The CONTRACTOR shall construct temporary stores and office. The cost of providing CONTRACTOR'S temporary facilities shall NOT be covered by the client.

1.8. **CONTRACTOR'S Equipment**
All CONTRACTORS' equipment used in the performance of the WORKS shall be of such type, size and of such method of working as specified in the Equipment Schedule (SF3). The cost of providing CONTRACTOR'S equipment for all purposes is considered to be uniformly spread over all the items of the bill of quantities.

1.9. **Field records**
During the course of the WORKS, the CONTRACTOR shall maintain a fully detailed record of all changes from the approved drawing. Only changes that are approved by the EMPLOYER are allowable.

1.10. **Water Supply**
Water will be required for the purpose of curing, washing aggregates, making mortar and concrete and for office uses in and about the WORKS. The CONTRACTOR shall make his own arrangement.

2. **Measurement and Payment**

2.1 **Measurement**
Methods of measurement for payment are detailed in the sections of the specification covering the various work items.

2.2 **Payment Included**
Where a section of the specification does not specify a method of payment, payment for the work described in that section will be deemed to be included in another pay item or items, and no additional payment will be made.

3. **Coordination**
The Contractor is solely responsible for the coordination of the Works including all Work performed by Sub-contractors (if any).
4. Submittal
4.1 Samples
Materials for which samples have been approved by the Engineer shall be sued only in those areas and locations for which the approval was granted. Materials for which samples have been rejected shall not be delivered to the site, or if delivered, shall be removed promptly.

4.2 Payment
No additional payment will be made for this work. The cost of this work is deemed to be included in the price tendered for the supply and installation of the items for which submittals are required.

5. Mobilization
5.1 Mobilization
Mobilization shall consist of preparatory work and operations including, but not limited to, those necessary to the movement of personnel, equipment, supplies and incidentals to the project site; and for all other work and operations which must be performed or costs incurred prior to beginning work on the various items on the project site.

5.2 Demobilization
Demobilization shall consist of cleanup work and operations including, but not limited to, those necessary to the removal of personnel, equipment, and incidentals from the project site.

5.3 Payment
Payment for mobilization and demobilization will be made at the lump sum price shown in the Tender Form. This price shall include the transport to site of all the Contractor’s equipment, materials and personnel, the establishment of a construction camp if required, and a site office for the Contractor. Seventy-five percent (75%) of the lump sum price will be paid on the first progress payment certificate due after the Contractor has established the operations and facilities specified. The remaining 25% will be paid upon completion of the contract and removal of equipment and cleanup of the work areas to the satisfaction of the Engineer.

6. Traffic Regulations
6.1 Temporary Buildings
When temporary building facilities are no longer needed in construction, they shall be promptly dismantled, unless otherwise specified or directed, and removed from the site.

6.2 Installation
The Contractor shall be responsible for:
- Providing all buildings, fencing, etc. that may be required.
- The erection on site of his plant and equipment as well as the
- Provision for the supply of housing for the personnel engaged on the project, the establishment of his work yard and temporary local office.
- The Contractor shall be responsible for obtaining telephones or other means of communication for his own use and shall be deemed to have included for the costs thereof in his Tender.

7. Material and Equipment
7.1 Materials and Equipment
All materials and equipment furnished under this Contract shall be first class in every respect and shall be constructed and finished in a workman like manner. Materials shall be suitable for the service intended and
selected and fabricated in accordance with the best engineering practice. Equipment shall be modern in design and shall be furnished with the equipment.

7.1.1 Sand shall be clean, coarse-grained; river sand with a maximum grain size of 4mm. Sand shall contain no more than 5% silt, and shall be free of soil, clay, organic matter or other impurities.

7.1.2 Aggregates shall be hard, clean and free of all organic material, and shall be well graded between 6mm and 19mm in size.

7.1.3 The contractor shall provide all water needed on the site. Water used for mixing concrete shall be clean and free from oil, salt or suspended clay.

7.1.4 The reinforcing steel shall be free from oil, grease, dirt and paint. Any loose rust must be removed before use. All reinforcement bars shall be deformed & fixed and placed as indicated in the drawing.

7.1.5 Batching of concrete shall be done by means of approved gauging boxes. Hand mixing of concrete shall be done on a mixing platform of weak concrete of at least 2.5 meters diameter. Optionally, a portable mixing platform or concrete mixer may be brought to the site.

7.1.6 Mixing shall continue until there is a uniform distribution of the materials and the mass is uniform in color and consistency.

7.1.7 Concrete shall be used within thirty (30) minutes of mixing, otherwise it shall be discarded.

7.1.8 Concrete shall be placed in all cases as nearly as possible directly to its final position and shall not be allowed to flow in a manner to cause segregation.

7.1.9 Cement mortar shall be composed of one part cement to three parts sand (1:3) and the ingredients shall be thoroughly mixed until the cement color cannot be distinguished from the fine aggregate in any part of the mass and shall be uniformly wetted by means of a hose while undergoing further mixing. Cement mortar shall not be used in the WORKS later than one hour from the first wetting any mortar.

7.1.10 All concrete works shall be protected from rapid drying for 7 days by a method approved by the supervising

7.1.11 High Density Polyethylene (HDPE) pipes and fittings suitable for cold water supplies shall meet the requirements of ISO- 4427 or other equivalent standards or tests.

7.1.12 The minimum working pressure for all pipes and fittings to be supplied shall sustain in 10 bars (PN 10) for all diameters at water temperature of 20°C.

7.1.13 The HDPE pipe shall be made from first quality virgin material containing anti-oxidants, UV Stabilizer and pigments and must suitable for cold water supplies. The HDPE pipes must be suitable for cold water supplies. The HDPE Pipes must be non- toxic, non – contaminating and completely resistant to corrosive and aggressive soils and waters. The pipes shall be opaque or blue (Preferably) or black or black with blue stripes in color. For black pipes the carbon black content in the compound shall be 2.25 or 0.255 by mass.

8. Contract Close Out

8.1 Final Cleaning
On completion of construction, the Contractor shall remove all temporary structures, rubbish, and waste materials resulting from his operations.

9. Site Preparation

9.1 Scope
This specification refers to preparation of the site including clearing and grubbing, location and protection of existing installation and removal of existing installation.
9.2 Setting Out
The Contractor shall set out all work specified in this section on the basis of the drawings or instructions issued by the Engineer, or from reference points established on the Site by the Engineer to generally indicate the limits of the work.

9.3 Permits
The Contractor shall obtain any permits which may be required for clearing trees and excavating or removing any structures.

9.4 Clearing and Grubbing
This work shall consist of clearing, grubbing, removing and disposing of all vegetation and debris which are within the Site, except vegetation and objects designated to remain. The work shall also include the preservation iron injury or defacement of all vegetation and objects designated to remain.

9.5 Measurement and Payment
Payment for clearing and grubbing will be made at the unit price per meter square shown in the Tender Form. This price shall include materials and all work incidentals thereto.

10. Excavation and Backfilling
10.1 Scope
This specification refers to trench excavation and backfilling. Bedding material for pipe installation and backfill within the pipe zone is specified under a Section entitled Water Systems.

10.2 Permits
The Contractor shall obtain any permits which may be required for trench excavation and crossing highways.

10.3 Setting Out
The Contractor shall set out all work specified in this section on the basis of the drawings or instructions issued by the Engineer, and from reference points established on the site by the Engineer. Such reference points shall be limited to commencement and termination locations, general alignment, and offsets from above ground structures and greater than normal depths.

10.4 Trench Excavation
Trench excavation shall be a minimum of 600mm width & 800mm depth. Trench excavation shall be classified as common or rock excavation.

10.4.1 Common or Ordinary Soil Excavation
This shall mean materials yielding to ordinary excavation machinery or pick axes which will be classified as bulk, pot or continuous trench excavation.

10.4.2 Rock Excavation
SOFT ROCK: Shall mean weathered or disintegrated materials which can be removed or excavated using excavators or shovels, or hand picks or tractor drawn tines or rippers for breaking up the materials.

HARD ROCK: Shall mean materials of geological strata requiring the use of wedges, prismatic tools or drilling or blasting with a power-operated hand tool for the removal or boulders, pieces of concrete or masonry exceeding 1.0 m³ in volume.

BOULDERS: Shall mean insolated volume of hard rock less than 1.0 m³ in ordinary soil or soft rock or above ground.
10.4.3 Base Gravel
Material for stabilization of trench bottom shall be 50 mm minus crushed gravel or crushed rock if required.

10.5 Native Backfill Material
Native backfill material shall be material excavated from the trench, free from rocks larger than 200 mm in maximum dimension, and from rocks large roots, stumps, or other debris. It shall be capable of meeting the compaction requirements specified elsewhere herein. Any material which is incapable of meeting the compaction requirements at the time of construction will not be acceptable as backfill material.

10.5.1 Borrow Backfill Material
Borrow backfill material shall be pit-run, granular, well-graded material free from rocks larger than 100 mm in maximum dimension and from large roots, stumps, or other debris. It shall be capable of meeting the compaction requirement specified elsewhere herein. Any material which is incapable of meeting the compaction requirements at the time of construction will not be acceptable as backfill material.

10.5.2 Placing Backfill
In order that consolidation of backfill is not hampered, trench water, if present, shall be removed prior to commencement of backfilling.

10.5.3 Disposal of Waste-Excavated Material
Surplus-excavated material shall be removed from the trench area at the time of backfilling and shall not be left along the trench following completion of the backfilling operation.

10.6 Trench Settlement during Guarantee Period
The Contractor shall replace materials and rectify all failures that occur as a result of settlement of trench backfill or collapse of trench walls during the guarantee period.

10.6.1 Measurement and Payment

10.6.1.1 Common trench excavation and backfill
This price shall include materials, excavation, de-watering, bracing and sheeting, backfilling, surface restoration and maintenance, and all work incidental thereto except those items for which payment is specified additional to that for common trench excavation and backfill.

10.6.1.2 Trench Rock Excavation
Payment for rock excavation in trenches will be made at the unit price per cubic meter. Payment will be made for excavation of single boulders exceeding 1m$^3$ in volume.

11. Scope
This specification refers to water system installation.

12. Inspection
The contractor shall notify the engineer when bedding, pipes valves and fittings are installed and ready for inspection. No items shall be backfilled until they have been approved by the Engineer.

12.1 Setting Out
The contractor shall set out all works specified in this section on the basis of the drawings or instructions issued by the Engineer, from the reference points established on site by the Engineer. Such reference points shall be limited to commencement and termination of locations, general alignment, offsets from above ground structures. The drawings shall also show the type of surface in which the pipe is installed, i.e., paved road, graveled road, walk way, or unraveled road, and show offset distance from existing structures, buildings property lines or fences so as to adequately show the locations of the water works.
12.2 Bedding Material
Native material may be used where approved by the Engineer. Where required granular material for bedding pipe shall be clean gravel, sand or crushed rock, evenly graded from fine to coarse, with a maximum size of 25 mm and 95% retained on a 0.075 mm screen.

12.3 As- Built Drawings
The contractor shall show on the as-built drawings the location of all pipes, valves and fittings as well as any existing pipes or underground structures encountered within 1 meter of the water system.

12.4 Select Backfill for Pipe Zone
Select backfill for pipe zone shall be material selected by the Contractor from the excavated trench material. It shall be well graded, with no particle size larger than 10 mm in its large dimension. It shall contain no hard lumps of or other objectionable material that might cause pipe damage or excessive settlement, or prevent compaction.
Where the excavated material does not meet the specification for select backfill for the pipe zone, the contractor shall provide this material from other source.

12.5 Concrete
Concrete for the trust block shall be made using normal Portland cement and shall develop a compressive strength not less than 25 Mpa in 28 days.

12.6 Bedding for Water Main
The trench bottom should be smooth and free from stones, large dire and any solid materials. Generally, loose materials left by the excavator on the trench bottom will be adequate for bedding the pipe barrel so that it is fully supported. When the excavator cuts a very clean bottom, soft material can be shaved from the side walls to provide needed bedding. The bell coupling hole shall be dug such that the full barrel of the pipe is supported through its length.

For rocky or hard trench bottom Bedding material shall be placed to a minimum depth of 100 mm so that there are no voids under, or along the pipe and shall be compacted to 95% proctor density (ASTM D698) in lifts, each having a maximum compacted depth of 100mm.

12.7 Pipe Alignment
The pipe shall be laid in accordance with drawings and instructions issued by the Engineer. The minimum depth of cover on mains measured from the top of installed pipe to the ground surface adjacent to the trench shall be 1.0 meters in areas subject to vehicular traffic and 0.5 in other areas unless otherwise shown in the drawings or ordered by the Engineer. Each pipe shall follow constant grade where ever practical.

12.8 Pipe Cutting
Pipe cutting shall be carried out in a manner recommended by the pipe manufacturer using tools designed for this purpose.

12.9 Pipe Installation
Pipe shall be checked before being lowered in to the trench to ensure there are no foreign material, manufacturer defect, cracks that might prevent the proper jointing of the pipe or its operation. Pipe and fittings shall be carefully lowered in to the trench in a manner that will prevent damage to the pipe or injury of workmen.

Pipe shall be joined in strict accordance with the manufacturer’s recommended practice. The open end of the pipe in the trench shall be suitably covered to prevent entrance of trench water and other material during period when pipe is not being installed.

Precaution shall be taken to ensure the displacement of the pipe in the trench does not occur through soil displacement or flotation due to the presence of trench water. Pipe that has been displaced shall be removed from the trench and re-laid.

12.10 Joints at Rigid Structure
A flexible joint shall be provided at locations where the pipe is held in fixed position by a rigid support or structure. The distance from the support or structure will depend on the diameter and type of pipe being installed and shall be in accordance with the pipe’s manufacturer recommendation.

12.11 Pipe at Fitting
Short lengths of pipe shall be installed on both sides of all fittings and valves.

12.12 Horizontal and Vertical Curve
Pipe on horizontal and vertical curve shall be laid true to the curve of the radius of offset shown on the drawings and in accordance with any field lines and grades for the curve supplied by the Engineer. Variations in the vertical curve and grades within the allowable joint deflection will be used where deemed expedient or economical by the engineer.

12.13 Deflection
Unless otherwise specified, the amount of the pipe deflection at joints and couplings shall not exceed recommended by the manufacturer.

12.14 Fittings
Fittings shall be installed at the locations shown on the drawings or as directed by the Engineer. They shall be properly, joined to the adjacent pipe and shall be adequately supported on bedding material so as to reduce the transmission of any undesirable load or stress to the adjoining pipe.

12.15 Valve Boxes
Each valve shall be provided with a valve box which shall be installed plumb and centered over the key net of the valve. The valve box shall be set such that traffic loads are not transmitted to the valve. Valve box covers shall be set flush with the existing road surfaces, or as otherwise designated by the Engineer. Valve boxes shall provide for adjustment of the cover to a level 200 mm higher or 200 lower than the installed level for the future adjustment of the road or ground surface. The surface box shall be supported in place by a precast concrete block to prevent displacement on settlement of backfill as on the construction standard drawing. Backfill around the box shall be compacted to prevent excess settlement and displacement by traffic. In unraveled surfaces, stone masonry shall be constructed around the surface box to prevent its removal.

12.16 Air Valves and Boxes
Air valves shall be installed on high points of transmission pipe lines as shown on the drawings and where ordered by the Engineer. Connections shall be made to the top of the pipeline as shown on the construction standard, complete with isolating valve, blow of piping and fittings. The surface box shall be installed over the air valve and be fitted with a suitable locking device.

12.17 Thrust Blocking
Concrete thrust blocking shall be provided at all valves and fittings (crosses, tees, bends, caps, plugs, reducers). It shall be placed between undisturbed soil and the fitting. The area of thrust block bearing shall be shown on the drawings. Care shall be taken to ensure that the concrete thrust blocking does not interfere with the operation of flange bolts and nuts or prevent proper operation of valves. Thrust blocking shall not be subjected to stress by pressurizing the water system or any other system or any other means until the concrete has attained a strength of 15 Mpa.

12.18 Backfilling in Pipe Zone
After the pipe has been installed and bedded backfill material shall be placed by hand to a minimum depth over the pipe of 300mm. The material shall be thoroughly compacted using a hand hampers in lifts, each having a maximum compacted depth of 160 mm. Compaction shall be to 90% standard proctor density (ASTM D698). Pipe joints shall remain exposed until the pressure test has been completed. On completion of pressure test, selected backfill shall be placed over the exposed points.
12.19 Testing of Water Mains
Following placing of backfill and prior to final backfilling of the trench pressure and leakage tests shall be performed on all valves, and fittings. Tests shall be conducted in the presence of the engineer. Lengths of mains for pressure testing shall be selected to meet construction conditions. Where possible sections may be isolated using installed valves; otherwise, sections of the pipe shall be plugged. Pipe joints shall be exposed. Sufficient backfill shall be placed on the pipe between the joints to ensure that displacement does not occur during testing. Leakage tests shall be carried out between valve sections of the installation such that every valve in the system is tested. Concrete trust blocking shall have set up sufficiently prior to testing to restrain fittings, hydrants, valves, or alternately, timber blocking shall be provided to prevent displacement. Pressure and leakage test shall be performed in the following manner. The installed pipe shall be filled slowly with water and all air expelled from the pipe. The average water velocity when filling the pipe line shall be less than 0.6m/s and preferably under 0.3m/s. If air-relief fittings are not available at high points in the test section, the pipe shall be tapped to release all air and approved plugs inserted on completion of testing.

12.20 Flushing
The installed piping system shall be cleaned of dirt and other foreign materials. Flushing water shall be discharged to water courses ditches that have sufficient capacity to carry the flow.

12.21 Suspended Pressure Pipe
Suspended pressure pipe shall be installed as shown in the drawings. The contractor shall design and supply all materials for anchoring the hanger rods to the bridge structure and obtain all necessary approvals from the appropriate authorities.

12.22 Measurement and Payment

12.22.1 Installation of Pipe
Measurement will be made horizontally along the center line of the pipe. This price shall include transporting to the site and storing pipes and fittings supplied by the contractor himself, pipe installation, jointing, backfill with the pipe zone, flushing, except those items for which payment is specified additional to that pipe.

12.22.2 Gate valves and Valve Boxes
Payment for gate valves and valve boxes will be made at the unit price per gate valve shown in the tender form. This price shall include transporting to the site and storing materials, installation of the valve, sleeve pipe and surface box, supply of concrete and installation of thrust blocking, supply and installation of a precast concrete slab to support the surface box and all incidental works thereto. No deduction will be made for pipe.

12.22.3 Valve Keys
Payment for the shut-off keys will be deemed to be included in other pay items and no additional payment will be made.

12.22.4 Imported Granular Bedding Material
Payment for the supply of imported granular bedding materials shall be made at the unit price per volume shown in the tender form. Measurement will be made horizontally along the center line of the pipe of the design trench width and the compacted bedding depth as installed. No payment shall be made for native excavated material bedding.
12.22.5 Meter Boxes
Payment for meter boxes will be made at the unit price per meter box shown in the Tender Form. This price shall include excavation, backfill, completion, supply of all materials including box, cover, chain and lock, installation of the box and work incidental thereto.

12.22.6 Air Valves and Boxes
Payment for air valves and boxes will be made at the unit price for each type and size of air valve shown in the Tender Form. This price shall include transport to site of all Owner supplied materials, the supply of all other materials including concrete base, coarse drainage stone, reinforced concrete pipe, reinforced concrete top slabs, hooks chain, locking hardware and miscellaneous fittings, and all work incidental thereto.

13 Site Works

13.1 Site preparation and site clearance
The WORKS under this clause include site clearance and any demolitions that may be required, protection of any existing structure or element that must remain intact, etc. General clearing and grubbing work shall consist of scraping soft soil up to 200mm depth, clearing, grubbing, removing and disposal of all vegetation including trees of girth less than 0.15m, and debris, which are within the site, except vegetation and objects designated to remain. The work shall also include the preservation from injury or defacement of all vegetation and objects designated to remain. Community has the right to participate on site clearance, and demolishing of the existing structure. EMPLOYER will not be forced to pay for community participation activities.

13.2 Removal of Sod
Where excavation is made across private property over which the EMPLOYER has secured passage or right-of-way, the CONTRACTOR shall remove and carefully store sufficient sod and soil to repair damage caused to lawns.

14 Quality of materials
14.1 Sand shall be clean, coarse-grained; river sand with a maximum grain size of 4mm. Sand shall contain no more than 5% silt, and shall be free of soil, clay, organic matter or other impurities.
14.2 Aggregates shall be hard, clean and free of all organic material, and shall be well graded between 6mm and 19mm in size.
14.3 The contractor shall provide all water needed on the site. Water used for mixing concrete shall be clean and free from oil, salt or suspended clay.
14.4 The reinforcing steel shall be free from oil, grease, dirt and paint. Any loose rust must be removed before use. All reinforcement bars shall be deformed & fixed and placed as indicated in the drawing.
14.5 Batching of concrete shall be done by means of approved gauging boxes. Hand mixing of concrete shall be done on a mixing platform of weak concrete of at least 2.5 meters diameter. Optionally, a portable mixing platform or concrete mixer may be brought to the site.
14.6 Mixing shall continue until there is a uniform distribution of the materials and the mass is uniform in color and consistency.
14.7 Concrete shall be used within thirty (30) minutes of mixing, otherwise it shall be discarded.
14.8 Concrete shall be placed in all cases as nearly as possible directly to its final position and shall not be allowed to flow in a manner to cause segregation.
14.9 Cement mortar shall be composed of one part cement to three parts sand (1:3) and the ingredients shall be thoroughly mixed until the cement color cannot be distinguished from the fine aggregate in any part of the mass and shall be uniformly wetted by means of a hose while undergoing further mixing. Cement mortar shall not be used in the WORKS later than one hour from the first wetting any mortar.
14.10 The stone used for water point construction work shall be hard crystalline stone in large pieces free of cracks, or veins of soft matter.
14.11 All concrete works, shall be protected from rapid drying for 7 days by a method approved by the supervising engineer.

15 Personnel
15.1 The contractor shall provide an experienced coordinator to oversee pipe installation and construction to be carried out under this contract. The name and work resume of the coordinator shall be included together with the contract.

15.2 The contractor will maintain a full crew on each construction work. If a member of a crew quits for personal reasons or if he must leave because of illness or injury, the contractor will replace him as soon as possible with a worker of similar experience.

15.3 If the Employer is dissatisfied with the performance of the group, such members shall be informed of their shortcomings and warned. If no change results within reasonable period, the contractor will be notified and requested to replace the unsatisfactory crew member.

Abbreviations used in the tender document

<table>
<thead>
<tr>
<th>Abbreviation</th>
<th>Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mm</td>
<td>Millimeter</td>
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<tr>
<td>M</td>
<td>Meter</td>
</tr>
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<td>m²</td>
<td>Square meter</td>
</tr>
<tr>
<td>m³</td>
<td>Cubic meter</td>
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<td>Hour</td>
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<td>SCHEDUEL FORM 1-6</td>
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<td>Instruction to Bidder</td>
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<td>Pcs</td>
<td>Pieces</td>
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<tr>
<td>Kg</td>
<td>Kilogram</td>
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**CERTIFICATE OF BIDDER’S VISIT TO THE WORK SITES**

**SCHEDULE FORM 1 [SF1]**

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<th>No.</th>
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<th>Contractor</th>
<th>Employer</th>
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<td>3</td>
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<td></td>
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<td>4</td>
<td>Visitor’s Guide (Client/EMPLOYER)</td>
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<td>5</td>
<td>Remarks</td>
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Name of Bidder’s representative visiting site: ____________________________

Signature: ____________________________

Official Seal: ____________________________

DATE: ____________________________
# SUMMARY OF EXECUTED WORKS CARRIED OUT BY THE BIDDER

**SCHEDULE FORM 2 [SF2]**

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<th>NO.</th>
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<th>CONTRACT SUM [BIRR]</th>
<th>DURATION [MONTHS]</th>
<th>DATE FROM - TO</th>
<th>COMMISSIONED [YES/NO]</th>
<th>REASON FOR NOT COMMISSIONING [IF APPLICABLE]</th>
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Date:___________________________ Signature:________________________

Official Seal:________________________

Note: please attach your testimonies (Certificate of Work accomplishment)
## SCHEDULE OF INTENDED WORK PROGRAM [SF3].

### SCHEDULE FORM 3 [SF3]

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<th>2nd Month (weeks)</th>
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<td>Miscellaneous and finishing</td>
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<td>7</td>
<td>Handing Over</td>
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Note: Use bars to fill chart

Date of WORKS commencement is 2 days after ‘order to commence’ is received by the CONTRACTOR.

SIGNATURE: ____________________    OFFICIAL SEAL:_____________________

DATE: ________________
METHODOLOGY OF WORK

SCHEDULE 4[SF4]

(Remark: If this page is not enough use additional paper)
PART IV. SAMPLE CONTRACT

Contract No.:__________________

GOAL Ethiopia
Addis Ababa
Tel: 011 6 45 12 47/49/52, Fax: 0116478118,

Ventilated Improved Pit Latrines (VIPL) Construction works

This contract of agreement is made and entered into on this day of ................., between;
GOAL Ethiopia, represented by its Country Director ................., whose address in Yeka Sub City, Woreda 9, House No. 508, P. O. Box 5504, Tel: 011-6- 451247/49/52, Fax: 011-6-478118, Addis Ababa. (Hereinafter referred as The Employer)

And

…………………… represented by its Manager ........................., whose address is in .................Woreda….., House No……., Tel. ......(Hereinafter referred as The Contractor).

Preamble
Whereas GOAL ETHIOPIA is planning to carry out contract for the Ventilated Improved Pit Latrines (VIPL) Construction works, hereinafter referred as the “WORKS” as described in this Contract, the Specification and the Bill of Quantities. This labor contract is based upon the unit prices in the bid documents submitted by .................

DEFINITIONS

• The BID DOCUMENTS means all the documents submitted by the CONTRACTOR in response to the invitation to bid, released by the EMPLOYER pertaining to the WORKS in this Contract as required by the Tender Guidelines and Regulations.

• The BILL OF QUANTITIES means the priced and completed Bill of Quantities forming part of the Bid Documents.

• 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 15.1 below.

• The EQUIPMENT SCHEDULE is the detailed list of the Contractor’s construction equipment and vehicles brought temporarily to the site to perform the WORKS, and exclusively available for the performance of the WORKS pertaining to this Contract only.

• The SPECIFICATION means the Specification of the WORKS included in the Contract and any modification or addition made or approved in writing by the EMPLOYER.

• The WORKS are what the Contract requires the CONTRACTOR to perform, construct, install, and turn over to the EMPLOYER, as per the Object of the Contract stated in article 1 of this Contract.
• **DAYS** are calendar days.

• **MONTHS** are calendar months.

• **DAY’S 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 performed in accordance with the Contract

• The **DEFECTS LIABILITY CERTIFICATE** is the certificate issued by EMPLOYER upon correction of defects by the CONTRACTOR.

• The **DEFECTS LIABILITY PERIOD** is the period during which the CONTRACTOR is obligated to fix any and all defects indicated by the EMPLOYER, wholly at the CONTRACTOR’S expense. Any defect identified by the EMPLOYER to the CONTRACTOR during the defects liability period shall be fixed by the CONTRACTOR, even if the defects liability period expires during the process of the corrective works, and in fact shall be deemed to have been extended to times within which all defects identified within the original defects liability period are rectified to the EMPLOYER’S full satisfaction. The defects liability period shall be extended for 365 days from the date of finishing any corrective works identified during the original defects liability period.

• **DRAWINGS** include drawings, sketches, calculations and other information provided or approved by the EMPLOYER for the execution of the Contract.

• The **EMPLOYER** is the party who employs the CONTRACTOR to carry out the WORKS.

• The **INITIAL CONTRACT PRICE** is the Contract price listed in the EMPLOYER’S award of Contract notice and stated in the CONTRACT, and in agreement with the priced and corrected Bill of Quantities.

• 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 Contract Data. The intended completion date may be revised only by the EMPLOYER by issuing an extension of time or an acceleration order.

• **MATERIALS** are all supplies, including consumables, used by the CONTRACTOR for incorporation in the WORKS.

• The **SUPERVISING ENGINEER** is the person named in the Contract Data (or any other competent person appointed by the EMPLOYER and notified to the CONTRACTOR, to act in replacement of the Supervising Engineer named in the Contract Data) who is responsible for inspection of the execution of the work and administering the Contract.

• The **SITE** is the area defined as such in the Contract Data.

• **SPECIFICATION** means the Specification of the WORKS included in the Contract and any modification or addition made or approved by the EMPLOYER.

• The **STARTING DATE** is given in the Contract Data. It is the latest date when the CONTRACTOR shall commence execution of the WORKS. It does not necessarily coincide with any of the site possession dates.
A **SUBCONTRACTOR** is a natural person or persons or a legally established corporate body who has a Contract with the CONTRACTOR to carry out a part of the work in the Contract, which includes work on the site.

**TEMPORARY WORKS** are WORKS designed, constructed, installed, and removed by the CONTRACTOR that are needed for construction or installation of the WORKS.

The **RESIDENT ENGINEER** is a qualified and suitably experienced construction engineer, building engineer employed by the CONTRACTOR who shall be responsible for the oversight and supervision of all of the WORKS and who shall be the Contractor’s representative on site for all communications with the EMPLOYER at sight level. The Resident Engineer shall be present at all times on the site when the WORKS or part of the WORKS is in progress.

**INTERPRETATION**

A. In interpreting these 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 EMPLOYER will provide instructions clarifying queries about these conditions of Contract.

B. If sectional completion is specified in the Contract Data, references in the 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).

**ARTICLE 1**

**OBJECT OF THE CONTRACT**

1.1 The construction of all the works are intended to ahead in Berhale District of Afar Regional state the EMPLOYER awards and the CONTRACTOR accepts and undertakes to perform for the account of GOAL Ethiopia all the WORKS in all respects according to the rules of the profession, CONTRACTOR’S accepted Priced Bill of Quantities, and documents stipulated in sub-article 15.1 making an integral part hereof, as well as according to the Standard Conditions of Contract for Construction of Civil Work Projects, December 1994, Ministry of WORKS and Urban Development.

1.2 For the purposes of this Contract, the handover of the site, from the EMPLOYER to the CONTRACTOR, is deemed to have been completed on the date of the signature of this Contract by both parties.

**ARTICLE 2**

**VALUE OF THE WORKS**

2.1 The **TOTAL CONTRACT VALUE** of the WORKS to be performed here under is ETB (Ethiopian Birr) only. This amount is determined on the basis of mutually reconciled and required quantities unit rates and lump sum prices that include also labor from the CONTRACTOR as indicated in the CONTRACTOR’S Priced Bill of Quantities.

2.2 The EMPLOYER will, if possible and legally justified, send to the CONTRACTOR written statements on VAT exemption from authorized Government authorities. If the EMPLOYER could not produce such official exemption document, it has to pay to the CONTRACTOR 15% (fifteen percent) VAT on the total actual amount paid for the WORKS.
2.3 All other taxes, duties and levies of any kind related to this project shall be borne by the CONTRACTOR.

2.4 The **TOTAL CONTRACT VALUE** stated in sub-article 2.1 of this Contract includes also complete transportation of material and labor to the WORKS execution site, the acceptance and keeping material until installation and provisional acceptance of the facility being constructed /repaired.

2.5 The CONTRACTOR accepts that the EMPLOYER can reduce or increase the execution of Contracted WORKS, whereas the Contracted unit rates of the WORKS remain unchanged. However, if an increase of the WORKS EXCEEDS 20 % (TWENTY PERCENT) of the total Contract value, the case shall be handled as stipulated in SUB-ARTICLE 8.3 of this Contract.

2.6 The EMPLOYER will not pay for any WORKS that have not been executed in accordance with the description of the WORKS from the accepted offer, regardless of the degree of their completion, unless corrected and completed in accordance with the exact description of the WORKS.

**ARTICLE 3**  
**MODE OF PAYMENT**

3.1 The payment under this Contract will be made according to the following Conditions:

3.2 GOAL is not encouraged to pay advance payment. However; The CONTRACTOR submit to the EMPLOYER an advance payment guarantee in the form of a bank guarantee equal to 20% of the total Contracted amount stipulated under sub-article 2.1 within seven (7) days after the date of the signing of the Contract, GOAL will pay the Advance payment. The bank guarantee shall be valid from the date of signing of the Contract and for **in words** days thereafter, but shall become void upon issuance of the provisional acceptance certificate to the CONTRACTOR by the EMPLOYER.

3.3.1 The EMPLOYER will make advance payment in favor of the CONTRACTOR’S account in the amount of **20 %** of the total Contracted amount stipulated under sub-article 2.1 which makes **ETB ___________ (Ethiopian ___________only)** within seven (7) days after the CONTRACTOR produces a bank guarantee for the same amount as per relevant condition of contract.

3.3.2 The CONTRACTOR shall submit interim payment certificates to the EMPLOYER, after the completion of each structure showing the actual Contract value of the WORKS executed up to the end of the month. The EMPLOYER will pay the amount indicated in the payment certificate less the **20%** advance, less previous payments and less 5% for retention.

3.3.3 The quantities set out in the Bill of quantities are estimated quantities of the WORKS, and should not be taken as **actual and final quantities** of the WORKS to be executed by the CONTRACTOR in fulfillment of his obligation under the Contract. Each interim payment shall, therefore, be effected as per the actual WORKS executed and measured on the basis of unit and lump sum prices agreed upon in the Priced Bill of Quantities.

3.3.4 The EMPLOYER will check the payment certificate for completed WORKS, verify and pay for the indisputable value of the WORKS within 15 (fifteen) calendar days upon receiving the CONTRACTOR’S payment certificate. In case of delayed payment, the EMPLOYER shall pay bank interest, at the prevailing rate, on the defaulted amount.

**ARTICLE 4**  
**PERFORMANCE SECURITY**

4.1 Within **7 (seven) days** after the signature of this Contract, the CONTRACTOR shall furnish to the EMPLOYER a performance security in the form of Bank guarantee or Insurance bond in the amount of **10% (TEN PERCENT)** of the total Contract price, which shall remain valid until the completion
of the defects liability period and after the completion and handover of all WORKS pertaining to this Contract. In the event of delays in the completion of the Contract WORKS, the performance security shall be extended according to the duration of the delay upon provisional acceptance of the WORKS by the EMPLOYER. If the contractors do not submit performance security, GOAL will retain 10% retention as performance security for 270 - 360 days after provisional acceptance.

4.2 The performance security to be provided by the CONTRACTOR shall be issued by a local Bank or Insurance Company registered at the National Bank of Ethiopia and shall be in accordance with the conditions of this Contract.

4.3 After the completion of the whole of the works and issuance of provisional acceptance certificate by the EMPLOYER, the CONTRACTOR shall extend the performance security until the date of expiry of the defects liability period in order to get repaid the retention money as stipulated in sub-article 11.4 of this contract.

ARTICLE 5
OBLIGATIONS OF THE CONTRACTOR

5.1 The CONTRACTOR shall provide all the necessary qualified and experienced labor, and shall provide adequate equipment, machinery and all other material whether of temporary or permanent nature required in and for such execution, maintenance and completion of the WORKS. The CONTRACTOR designates Ato ____________ as a Resident Engineer.

5.2 The equipment and materials to be used for the WORKS pertaining to this Contract shall be in accordance with the ‘Equipment Schedule’, submitted by the CONTRACTOR. No changes shall be made without the prior written agreement of the EMPLOYER.

5.3 The CONTRACTOR shall, with due care and diligence, execute and maintain the WORKS, provide and pay for labor including the supervision thereof, and all other materials, whether of a temporary or permanent nature, required in and for such execution, maintenance and completion of the WORKS.

5.4 The CONTRACTOR is obliged, to observe that all the executed WORKS, as well as installed materials hereunder are of required quality, in all respects according to the agreed terms under this Contract.

5.5 The CONTRACTOR is obliged to conduct all operations and activities concerning the execution of WORKS in all respects according to the effective regulations governing the subject matter of construction/repair of facilities according to the site situation of the WORKS. The EMPLOYER shall bear no responsibility in case the CONTRACTOR fails to observe the regulations.

5.6 The CONTRACTOR undertakes to notify the EMPLOYER about any unforeseen circumstances and events that may hinder the completion of WORKS within the set time schedule promptly in writing, maximum within 48 hours from the moment of appearance of the unforeseen circumstances and requesting an extension of time, as to consider the extension of time.

5.7 For the performance of certain WORKS of special nature, the CONTRACTOR can avail of the service of other specialized companies, retaining thereby all liabilities stipulated hereunder. In case of engagement of subcontractors, the full liability continues to remain with the CONTRACTOR and in solidarity with the subcontractors.

5.8 The CONTRACTOR is obliged to notify the EMPLOYER in writing on the intention of engaging other CONTRACTORS prior to signing of Contracts with them. The maximum percentage of engagement of all subcontractors is 10% (ten percent) of the total Contract amount. The EMPLOYER has the right to refuse the engagement of any subcontractors unless this has been detailed in advance in the bid documents.
5.9 From the commencement of the WORKS until the provisional acceptance of the same by the EMPLOYER, the CONTRACTOR is obliged to insure all WORKS, materials, tools and equipment from any possible damage or misappropriation. Otherwise, the CONTRACTOR shall be liable for any damage caused by negligence or carelessness.

5.10 The CONTRACTOR shall secure the necessary insurance coverage where he might be held accountable for compensation of damage, debt claim to any person or his/her successor, if the subject person in the capacity of passer-by or person employed by the CONTRACTOR or subcontractor for the execution of the WORKS, or persons employed by the EMPLOYER present on site, suffers bodily injury or is killed on or around the work site due to causes related to the performance of the CONTRACTOR under this Contract.

5.11 The CONTRACTOR shall provide, in the joint names of the EMPLOYER and the CONTRACTOR, insurance cover from the start to the end of the defects liability period, in which the amounts and deductibles are stated in the Contract Data for the following events (as per sub-articles 5.9 and 5.10):

   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 works, plant, materials, and equipment, covered above) in connection with the contract; and
   d. Personal injury or death

I. CONTRACTOR shall deliver policies and certificates for the insurance to the EMPLOYER for approval within seven (7) days of the date signing of the Contract. 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.

II. If the CONTRACTOR does not provide any of the policies and certificates required within 7 days of the signing of the Contract, the EMPLOYER may affect 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, deductible from the first three interim payments.

Alterations to the terms of insurance shall not be made without the approval of the EMPLOYER. Both parties shall comply with any conditions of the insurance policies.

5.12 The CONTRACTOR has the duty throughout the entire period of the construction/repair to keep a book of measurement fully in compliance with the effective procedure. A duplicate copy of the site book shall be held by the EMPLOYER. Both the CONTRACTOR’S copy and the EMPLOYER’S copy of the site book shall be signed by the assigned on-site representatives of both parties to this Contract.

5.13 The CONTRACTOR must provide to the EMPLOYER’S authorized person, permanent supervision and control of the quantity and quality of used material, through direct insight on site.

5.14 The CONTRACTOR is obligated to provide, at the EMPLOYER’S request, all necessary reports that pertain to the execution and quality of the WORKS, as well as to any other circumstances related to the execution of this Contract.

5.15 The CONTRACTOR is at any time obligated, within the defects liability period, to promptly remove all defects or irregularities on the completed WORKS at the CONTRACTOR’S own expense, upon the first written request by the EMPLOYER.
5.16 The CONTRACTOR shall be responsible for obtaining the water required for construction in a timely manner. The EMPLOYER, however, shall, if required, cooperate and deal with the local authorities for getting permission for the use of local water sources by the CONTRACTOR from available sources in the surrounding areas of the WORKS.

ARTICLE 6
OBLIGATIONS OF THE EMPLOYER

6.1 The EMPLOYER shall, if required, genuinely attempt to deal with the local authorities and local community to ensure access to the construction site for the CONTRACTOR. Should delay occur due to the absence of access roads or a lack of permission to enter the construction site, the CONTRACTOR shall be entitled to a time extension equal to the time lost. The EMPLOYER shall not be deemed responsible for delays in access resulting from such circumstances that may create obstacles towards the construction of access roads.

6.2 The EMPLOYER shall approve payment certificates and effect payment to the CONTRACTOR as stipulated in article 3.1.5 of this Contract. If payment is delayed, the EMPLOYER shall be liable to pay interest to the CONTRACTOR as stipulated in article 3.1.5 of this Contract.

The EMPLOYER hereby appoints Ato____________________ inspect the WORKS and to give decision with regard to the execution of the WORKS from time to time, thereby dealing with the CONTRACTOR or his representative. The EMPLOYER shall notify the CONTRACTOR in writing concerning any changes of its representative, whether permanent or temporary.

6.3 The EMPLOYER will not be deemed liable for compensation of damages, debt claim to any person, regardless of how the damage had occurred if the CONTRACTOR suffers any damage due to theft of material, tools and equipment.

ARTICLE 7
COMMENCEMENT, DELAYS AND LIQUIDATED DAMAGES

The CONTRACTOR shall start execution of the WORKS within (7) seven calendar days from the date of signing of the Contract and shall complete and hand over), WORKS by more than 7 days, the EMPLOYER has the right to cancel the Contract and engage another CONTRACTOR, without prejudice to any claim.

7.1 Construction of Eleven Blocks of Ventilated Improved Pit Latrines in Berhale Refugee Camp in Berhale district of Afar Regional state within 60 (Sixty) calendar days to the EMPLOYER from the date of signing of the Contract. In the case the CONTRACTOR is late in starting the execution of the m for damages.

7.2 In the case the CONTRACTOR has not completed all the WORKS within the term specified hereunder due to unjustified reasons, for each working day delay in the completion of the WORKS, the CONTRACTOR shall pay to the EMPLOYER a sum equal to 0.1% of the total Contract price per day as liquidated damages. However, the maximum amount of the liquidated damages shall not exceed 10% (ten percent) of the total Contract price.

7.3 The CONTRACTOR shall not be responsible for delays caused by Force Major, or occurring due to causes acceptable to the EMPLOYER. In such cases, the CONTRACTOR shall be entitled to extension of time equal to the period lost due to such event.

7.4 In case the CONTRACTOR, is unable to complete the WORKS, due to his fault or negligence, within the specified time indicated in article 7.1 of this Contract, or if the WORKS are in delay by more than 15 (Fifteen) days from the completion time stated in sub-article 7.1, the EMPLOYER is entitled to engage another CONTRACTOR until the completion of the WORKS. The actual and borne costs
related to the introduction of another CONTRACTOR for the execution of the WORKS shall be borne by the CONTRACTOR. The payment will be made only for those items of the WORKS that have been fully completed. Any issues concerning the quantity of performed WORKS and payments shall be settled upon mutual written agreement and the agreement will make an integral part of this Contract.

7.5 If the CONTRACTOR suffers delays or incurs costs due to failure on the part of the EMPLOYER in handing over the WORKS site, due to inaccessibility of any site and due to lack of timely decision during the work progress, the CONTRACTOR is entitled to an extension of time proportional to the time lost for the completion of the WORKS.

ARTICLE 8
VARIATION ORDERS

8.1 The EMPLOYER or EMPLOYER’S representative, may at any time or from time to time, give variation orders in writing related to addition, deletions or revisions in the WORKS. The extra WORKS will be measured on the basis of quantities from the measurement book, unit and lump sum prices from the CONTRACTOR’S Priced Bill of Quantities.

8.2 The EMPLOYER will not pay any extra WORKS that have not been approved in writing by the EMPLOYER’S authorized person. This does not apply to the case of emergency, unforeseen WORKS that must be undertaken to avoid damaging consequences to the WORKS or to avoid the effect/consequences of Force Majeure, in which case apply the legal provisions that stipulate the obligation of just compensation for performed necessary emergency and unforeseen contingencies by the CONTRACTOR in favor of the EMPLOYER.

8.3 If a variation order results in an increase exceeding 20% (TWENTY PERCENT) of the total Contract value, the CONTRACTOR shall have the right for time extension proportional to the extra WORKS, while the contracted unit rates of the WORKS remain unchanged.

ARTICLE 9
QUALITY CONTROL OF WORKS

9.1 The EMPLOYER has the right and the obligation to supervise the CONTRACTOR’S work as well as determine whether the CONTRACTOR observes the technical regulations and constraints throughout the performance of the WORKS. The EMPLOYER is entitled to demand from the CONTRACTOR during the progress of the WORKS to remedy within the shortest time possible and at his own cost and eliminate any observed irregularities and consequences of poor quality work, which cannot have any impact on the extension of time of completion of the WORKS. In that case the EMPLOYER can halt any due payments until the CONTRACTOR eliminates all the above-mentioned irregularities or deficiencies.

9.2 In the case that any defect is not corrected within fourteen (14) days of a written notice from the EMPLOYER, the EMPLOYER has the right to correct the defect itself or via the engagement of another contractor. In this case, the cost of the corrective works will be charged to the CONTRACTOR and may thus be deducted from any payments made.

9.3 During the progress of the work, the EMPLOYER is entitled to demand the CONTRACTOR or independently conduct an additional check on the quality of executed WORKS, material or equipment.

9.4 The EMPLOYER has the right, during the progress of the work, to give to the CONTRACTOR any additional drawings or plans required for the proper execution of the WORKS. In case the CONTRACTOR requires additional drawings and plans from the EMPLOYER, the EMPLOYER must be accordingly notified in writing.
ARTICLE 10
DEFECTS LIABILITY PERIOD

10.1 The defects liability period is 365 days.

10.2 The defects liability is for the whole of the WORKS and is counted from the date of issuance of provisional acceptance certificate by the EMPLOYER for the whole works or for defects corrected as and when detected, whose period of correction may extend beyond the original defects liability period.

ARTICLE 11
ACCEPTANCE OF WORKS

11.1 When the whole of the WORKS have been completed, the CONTRACTOR shall give a written notice to that effect to the EMPLOYER. The EMPLOYER shall, within 15 (fifteen) calendar days of the date of delivery of such notice, either issue to the CONTRACTOR provisional acceptance certificate or give instruction in writing to the CONTRACTOR specifying all the WORKS, which, in the EMPLOYER’S opinion, is required to be done or corrected before the issue of such certificate. If instructed by the EMPLOYER, to complete any remaining WORKS or eliminate any deficiencies, the CONTRACTOR has the obligation to complete the remaining WORKS or remedy any defects thereof. In such cases the CONTRACTOR is not entitled for extension of time and delays in the completion of the WORKS shall be dealt with in accordance with article 7 of this Contract.

11.2 Within 15 (fifteen) calendar days after the CONTRACTOR has completed the remaining WORKS or elimination of any defects, as instructed, the EMPLOYER must certify and issue provisional acceptance certificate for the WORKS upon request.

11.3 Unless specifically agreed in writing, the EMPLOYER shall not use any part of the completed WORKS before a written certificate of provisional acceptance is issued to the CONTRACTOR. The EMPLOYER shall be liable for any damage that may follow as a result of putting to use the WORKS before issuing the provisional acceptance certificate.

11.4 The EMPLOYER, within fourteen (14) calendar days of issuing the provisional acceptance certificate to the CONTRACTOR, shall release to the CONTRACTOR the 2.5% retained amount. However, the CONTRACTOR shall extend the performance security until the expiry of the defects liability period, stipulated in sub-article 10.1 or 10.2 of this Contract, as the case may be.

11.5 The EMPLOYER shall issue final acceptance certificate to the CONTRACTOR within 15 (fifteen) calendar days after the expiry of the defects liability period and release the performance bond, unless a written notice relating to any unfinished or defective work is given by the EMPLOYER to the CONTRACTOR before the expiry of the defects liability period. After the EMPLOYER has issued to the CONTRACTOR the final acceptance certificate, the CONTRACTOR is relieved from his obligation under this Contract.

11.6 If the EMPLOYER fails to issue final acceptance certificate or to give notice on any defective WORKS, within the time stipulated in sub-article 11.5 of this Contract, it shall be presumed that the EMPLOYER has accepted the WORKS and that the CONTRACTOR is relieved from any obligation under this Contract.

ARTICLE 12
RETENTION

12.1 The EMPLOYER shall retain from each interim payment due to the CONTRACTOR, 5% (five percent), until the completion of the whole of WORKS, as per sub-article 3.1.3 of this Contract. The
5% retained amount shall be re-paid as per sub-article 11.4 of this contract provided that the contractors submit Performance security.

ARTICLE 13
TERMINATION OF CONTRACT
15.1 Final completion of this Contract will be after the expiry of the defects liability period, satisfactory completion of the WORKS and issuance of final acceptance certificate by the EMPLOYER as stipulated in sub-article 11.5 of this Contract.

15.2 This Contract may prematurely be terminated, among other legally prescribed reasons, and in the following cases:

a) If the CONTRACTOR and the EMPLOYER agree to cancel the Contract because both of them are unable to perform their obligation under this Contract,
b) If there appear unforeseeable situations or force majeure that might interrupt or hinder the achievement of the project objective or its execution,
c) If the EMPLOYER becomes bankrupt or goes into liquidation,
d) If the CONTRACTOR becomes bankrupt or goes into liquidation,
e) If it is clearly identified and proved by the EMPLOYER that the CONTRACTOR could not perform according to the terms and conditions under this Contract.

15.3 In case of premature termination of the Contract, as stipulated in sub-article 13.2a, 13.2b and 13.2c above, the CONTRACTOR and the EMPLOYER will make agreement on mutually undertaken and unfulfilled liabilities of both parties. In case the CONTRACTOR has executed more WORKS than the EMPLOYER paid for, the EMPLOYER is obliged to pay the balance of assets to the CONTRACTOR’S bank account within 15 (fifteen) days from the date of termination of the Contract. In the case the EMPLOYER has paid for more WORKS than have been executed by the CONTRACTOR, the CONTRACTOR is required to pay the balance of assets to the EMPLOYER’S bank account within 15 (fifteen) days from the date of termination of the Contract.

15.4 In case of premature termination as stipulated in sub-article 13.2d, 13.2e above, the CONTRACTOR shall indemnify the EMPLOYER against all damages sustained and costs or expenses incurred by the EMPLOYER as a result of such termination.

ARTICLE 14
FORCE MAJEURE
15.1 The term “Force Majeure” shall be determined in accordance with the provisions of the Civil Code of Ethiopia.

15.2 The completion of this Contract is subject to the availability of funds to the EMPLOYER from its donor agencies. The cancellation or non-availability of expected funds shall be considered as a case of force majeure in the execution of this Contract.

15.3 Neither party to this Contract shall be liable for any loss or damage of any nature whatsoever incurred or suffered by the other party due to delays or defaults in the performance under this Contract caused by force majeure.

ARTICLE 15
CONTRACT DOCUMENTS AND INTERPRETATION
15.1 The following documents shall be an integral part of the Contract.

a) This Contract;
b) Specification of WORKS;
c) Drawings, Revised and accepted Priced Bill of Quantities of the CONTRACTOR for the total Contracted quantity of the WORKS;
d) All annexes under the provision of this Contract;
e) Any written notices and written agreements under the provision of this Contract;
f) Any other written documents required under the provision of this Contract.

15.2 Except otherwise provided by the Contract, the provisions of this Contract shall prevail over those of any other documents. But in case of ambiguities or discrepancies, the same shall be explained and adjusted by mutual consent of the EMPLOYER and the CONTRACTOR.

ARTICLE 16
LANGUAGE AND GOVERNING LAW

15.1 The language of the Contract is English and all correspondences under this Contract shall be made in the English language.

15.2 This Contract shall be construed and enforced in accordance with Standard Conditions of Contract for Construction of Civil Work Projects, December 1994, by the Ministry of WORKS and Urban Development and in accordance to the laws of the Federal Democratic Republic of Ethiopia.

ARTICLE 17
SETTLEMENT OF DISPUTES

17.1 Any dispute that may arise between the EMPLOYER and the CONTRACTOR regarding the performance or non-performance of this Contract whether during the progress of the work or after completion and whether before or after termination, shall be settled amicably by both parties. If the dispute cannot be amicably settled by the parties, it shall be submitted to the arbitration panel of three. Each party shall appoint one member for the arbitration panel and the two arbitrators shall appoint an umpire. If the arbitrators do not agree on the appointment of the umpire, the case will be referred to the court of law for the court to appoint the umpire. The proceedings of the panel shall be conducted in accordance of the dictates of the Ethiopian law. The decision of the arbitration panel shall be final and not subject to appeal. It is therefore deemed that both parties to this contract have willingly relinquished their rights of appeal.

ARTICLE 18
SITE INVESTIGATION REPORTS

18.1 The CONTRACTOR is deemed to have fully satisfied himself with respect to the ground conditions prevailing at the work sites, and made due allowance in the bid Prices, by visiting the project sites (construction sites) of his interest. The nearest source of aggregate, stone and sand for concrete and masonry construction WORKS… etc., has made due allowance in the bid prices.

18.2 No claim or negotiation will be considered by the EMPLOYER as a result of the CONTRACTOR having neglected to familiarize himself/herself with the site conditions.
ARTICLE 19
PERSONNEL

19.1 The CONTRACTOR shall employ the key personnel named in the schedule of Key personnel & EMPLOYER, as referred to in SF-2, to carry out the functions stated in the schedule or other personnel approved by the EMPLOYER. The EMPLOYER 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 of the bidders.

19.2 If the Supervising 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.

ARTICLE 20
SAFETY

20.1 The CONTRACTOR shall be responsible for the safety of all activities on the site

HEALTH AND SAFETY GUIDANCE

Working in Excavations

Working in excavations poses significant risks, not only to the construction workers, but also the community who live around the excavation whilst the work is on-going. With excavations even one out of the ordinary event could easily result in a fatality.

There are a wide variety of measures can be taken to mitigate the risks created by working with excavations, the following are guidelines on minimum standards that should be followed by the constrctor:

- All laborers working inside an excavation should wear head protection (hardhats);
- A perimeter of 1m around the top of the excavation should be clear of materials and tools to avoid accidentally causing items to fall onto workers in the excavation;
- Where practicable toe boards should be installed on the upper portion of the excavation;
- Excavation work should not be carried out in the rain, and all excavations should be inspected following rain events to check for damage that may cause collapse;
- Excavations should be inspected by a qualified expert before work commences each day;
- Excavations should not undermine other structures;
- Place excavated earth a safe distance from the excavation to avoid additional loading potentially causing collapse.

ARTICLE 21
DISCOVERIES

21.1 Anything of historical or other interest or of significant value unexpectedly discovered on the site shall be the property of the EMPLOYER, unless this is contrary to the laws of the Country. The CONTRACTOR shall notify the EMPLOYER of such discoveries and carry out the Supervising Engineer’s instructions for dealing with them.

ARTICLE 22
ACCESS TO THE SITE
15.1 The CONTRACTOR shall allow the Supervising Engineer, any other representative of the EMPLOYER, or any guest accompanied by a representative of the EMPLOYER 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.

ARTICLE 23
TIME CONTROL

23.1 Within seven (7) days of the signing of the Contract, the CONTRACTOR shall submit to the EMPLOYER for approval a program showing the general methods, arrangements, order, and timing for all the activities in the WORKS.

23.2 An updated 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.

23.3 The CONTRACTOR shall submit to the EMPLOYER for approval an updated program at intervals no longer than 10 days. If the CONTRACTOR does not submit an updated program within this period, the EMPLOYER may withhold the amount stated in the Contract Data 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.

23.4 The EMPLOYER’S approval of the program shall not alter the CONTRACTOR’S obligations. The CONTRACTOR may revise the program and submit it to the EMPLOYER again at any time. A revised program shall show the effect of variations and compensation events.

23.5 The EMPLOYER may instruct the CONTRACTOR to delay the start or progress of any activity within the WORKS.

ARTICLE 24
EFFECTIVE DATE

24.1 This Contract will come into force on the date of signature by both parties as sign of expression of will of the Contractual parties. This Contract is executed in 2 (two) copies. The CONTRACTOR and the EMPLOYER each retain one copy.

In witness whereof the undersigned being duly authorized have signed this agreement, on behalf of the parties hereto, at the place, on the day and year below written.
<table>
<thead>
<tr>
<th>S/No</th>
<th>Description of Activities</th>
<th>Unit</th>
<th>Qty.</th>
<th>Unit rate</th>
<th>Total Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Latrine Blocks</td>
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<td></td>
<td>A. Sub-Structure</td>
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<tr>
<td>1</td>
<td>Excavation &amp; Earth Work</td>
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<tr>
<td>1.1</td>
<td>Clear off the site to remove top soil to an average depth of 30 cm</td>
<td>M²</td>
<td>25</td>
<td>25.00</td>
<td></td>
</tr>
<tr>
<td>1.2</td>
<td>Bulk excavation to reduce level excavation to ordinary soil not exceeding 1.5m</td>
<td>M³</td>
<td>21.60</td>
<td>21.60</td>
<td></td>
</tr>
<tr>
<td>1.3</td>
<td>Over 1.5m not exceeding 3.0 m</td>
<td>M³</td>
<td>21.60</td>
<td></td>
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<tr>
<td>1.4</td>
<td>Back fill around masonry with selected granular borrowed material from outside &amp; well ram in layers not exceeding 20 cm thick until it attains a minimum of 95% proctor density</td>
<td>M³</td>
<td>6.12</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.5</td>
<td>Cart away surplus excavated material &amp; deposit at a distance not exceeding 1km from the site.</td>
<td>M³</td>
<td>47.52</td>
<td></td>
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</tr>
<tr>
<td>1.6</td>
<td>25cm thick basaltic or equivalent stone hardcore, well rolled, consolidated and blinded with crushed stone</td>
<td>M³</td>
<td>1.20</td>
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<td></td>
<td><strong>Sub-Total (1)</strong></td>
<td></td>
<td></td>
<td></td>
<td><strong>Birr</strong></td>
</tr>
<tr>
<td>2</td>
<td>Concrete Work</td>
<td></td>
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<td></td>
</tr>
<tr>
<td>2.1</td>
<td>5cm thick lean concrete class C-5, 150 kg cement / m³ concrete, under masonry foundation wall.</td>
<td></td>
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</tr>
<tr>
<td></td>
<td>a) under masonry</td>
<td>M²</td>
<td>9.36</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.2</td>
<td>Reinforced concrete, C-25, 360 kg cement/m³ of concrete filled in to form work and vibrated around reinforcement measured separately.</td>
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<tr>
<td></td>
<td>a) Two Intermediate RCC beams with 20cm*20cm size and diameter 12mm bars to support floor slab and intermediate GIS partition Walls</td>
<td>M³</td>
<td>0.24</td>
<td></td>
<td></td>
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<tr>
<td>2.3</td>
<td>In 15 cm thick RC ground floor slab class C-20 with minimum cement content of 320 kg/m³ evenly spread, Use diameter 10mm bars with 150 mm spacing @ c/c</td>
<td>M³</td>
<td>2.16</td>
<td></td>
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<tr>
<td>2.4</td>
<td>Provide cut and fix in position sawn zigba formworks or equivalent.</td>
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<tr>
<td></td>
<td>1) for grade beam</td>
<td>M²</td>
<td>4.80</td>
<td></td>
<td></td>
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<tr>
<td>b) for ground slab</td>
<td></td>
<td>M²</td>
<td>12.00</td>
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<tr>
<td>2.5</td>
<td>Steel reinforcement according to bend &amp; placed in position, unit price shall include cutting, bending and placing in position &amp; tying wires</td>
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<tr>
<td></td>
<td>a) Ø10mm</td>
<td>Kg</td>
<td>118.00</td>
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</tr>
<tr>
<td></td>
<td>b) Ø12mm</td>
<td>Kg</td>
<td>31.68</td>
<td></td>
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<td></td>
<td>b) Ø6mm</td>
<td>Kg</td>
<td>41.00</td>
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<td></td>
<td>Sub-Total (2)</td>
<td>Birr</td>
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<tr>
<td>3</td>
<td>Masonry Work</td>
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<tr>
<td>3.1</td>
<td>40cm top and 60cm bottom thick trachytic or equivalent stone masonry below ground level bedded without cement mortar</td>
<td>M³</td>
<td>20.40</td>
<td></td>
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<tr>
<td>3.2</td>
<td>The top 40 cm masonry bedded with cement mortar(1:3)</td>
<td>M³</td>
<td>3.06</td>
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<td></td>
<td>Sub-Total (3)</td>
<td>Birr</td>
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<td>B. Super-Structure</td>
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<td>4</td>
<td>Roofing &amp; wall</td>
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<td>4.1</td>
<td>Roof cover including ridge G-32, approved by Ethiopian Quality and Standards Authority corrugated iron sheet nailed to 8cm dia. eucalyptus purlin proposed by the Engineer.</td>
<td>M²</td>
<td>20.00</td>
<td></td>
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<tr>
<td>4.2</td>
<td>Wall of CIS G – 32, approved by Ethiopian Quality and Standards Authority nailed to 8cm eucalyptus members</td>
<td>M²</td>
<td>50.00</td>
<td></td>
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<tr>
<td>4.3</td>
<td>1 Meter width hexagonal mesh wire below top edges of the walls externally</td>
<td>M²</td>
<td>14.00</td>
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<td></td>
<td>Sub-Total (4)</td>
<td>Birr</td>
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<td>5</td>
<td>Carpentry work</td>
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<td>5.1</td>
<td>Main vertical stand pole, top tie beam, intermediate bracing and truss members of eucalyptus shall be well seasoned, straight and free of harmful defects. Each truss joint and members shall be firmly connected with strips of band iron. Price shall include approved 1 coat of anti-termite paint to eucalyptus membrane and purlins. Truss spaced at 1.25m from each other.</td>
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</table>
a) Ø 12 - 14cm eucalyptus wooden pole stand fixed inside the external masonry wall and intermediate partition and minimum length 4 meter strengthened with concrete quality of C25

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<tr>
<th></th>
<th></th>
<th>Pcs.</th>
<th>36</th>
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b) Ø 8cm eucalyptus horizontal bracing nailed on the wooden pole stand

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<tr>
<th></th>
<th></th>
<th>M</th>
<th>84</th>
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</table>

c) Ø 10cm eucalyptus common rafter (Awuraji), members for roofing well reinforced with iron band with Fiyato to the TOP tie wood beam, Minimum Length 4m

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<th>Pcs.</th>
<th>14</th>
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d) Ø 8cm eucalyptus vertical and diagonal truss members

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<th></th>
<th></th>
<th>M</th>
<th>18</th>
</tr>
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</table>

e) Ø 8cm eucalyptus purlins, 90cm spacing

|   |   | M   | 48 |

**Sub-Total (5)**

Birr

**6 Doors**

All doors shall be fabricated from G-32 CIS approved by Ethiopian Quality and Standards Authority nailed on eucalyptus wooden frame membrane which shall be well seasoned, straight and free of harmful defects. Each frame joint and members shall be firmly connected with strips of band iron. And both side provided with simple iron bolt locks.

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<th>6</th>
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**Sub-Total (6)**

Birr

**7. Pipe and fitting work**

PVC pipe 110mm diameter provided with strainer at one side to be provided for drainage from center of each shower class above the hard core and fixed with elbow 110

|   |   | M   | 30 |

**Sub-Total (7)**

Birr

**Total for One Block of VIPL latrines**

Birr

**Total for Eleven Blocks of VIPL latrines**

Birr

**Rebate (%)**

Birr

**Total after rebate**

Birr

**15% VAT**

Birr

**Total with 15% VAT for Eleven Blocks**

Birr