



Construction Sector Transparency Initiative – Ethiopia (CoST – Ethiopia)

FINAL REPORT

On

**Assurance of disclosed Project and Contract Information
and disclosure of additional information of Multipurpose
Hall Building Project for Aksum University**

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LIST OF ACRONYMS (ABBREVIATIONS)

CoST	Construction Sector Transparency Initiative
NMSG	National Multi-sector Group
NMSG-EC	National Multi-sector Group Executive Committee
CDSC	Construction Design Share Company
CDSWC	Construction Design & Supervision Works Corporation
BUDSWS	Building & Urban Design & Supervision Works Sector
AU	Aksum university
ITB	Instruction to Bidders
SBD	Standard Bidding Document
BSS	Bid Submission Sheet
NCB	National Competitive Bidding
FDRE	Federal Democratic Republic of Ethiopia
FPPA	Federal Public Procurement Authority
FPPAA	Federal Public Procurement and Property Administration Agency
PPP	Public Procurement Proclamation
ETB	Ethiopian Birr (Currency)
FEACC	Federal Ethics and Anticorruption Commission
MOFED	Ministry of Finance and Economic Development
PE	Procuring Entity
AP	Assurance professional
IDS	Infrastructure data standard
MPI	Material Project Information
VAT	Value Added Tax
LC	Letter of Credit
GCC	General conditions of Contract
SCC	Special conditions of Contract

1. EXECUTIVE SUMMARY

Ethiopia is one of the few countries that are exercising CoST. The initiative is managed by a NMSG-EC that represents the interests of government, the private sector, and civil society.

The aim and objective of the project level assurance is to enhance the transparency of publically financed construction projects by reducing mismanagement and enhancing accountability of project stakeholders such as procuring entity, consulting and construction firms by improving accountability through disclosure of project information at all stages of the construction project cycle, from the initial identification of the project to the final completion. The disclosure is conducted by collection of the construction project information and verification of the information for completeness and accuracy.

The NMSG-EC has selected the project to be disclosed based on the following criteria:

- Sector i.e. building construction
- Status of the project i.e. on-going during the time of selection
- Government financed project
- Projects with public visibility

On March 2018 the NMSG-EC of Cost-Ethiopia has assigned Gebremedhin Abraha to conduct disclosure and assurance of the multipurpose hall for Axum University. The project is located in the town of Axum inside the main campus of Axum University. The hall was designed to serve various types of conferences and meetings such as graduation ceremony. The AP has taken responsibility regarding the disclosure of information for this particular project.

The procuring entity, Aksum University has disclosed some of the MPI on a template in the FPPPAA website; however information regarding to contract extension, duration of extension, reason for extension are not disclosed. Moreover the template lacks information regarding increase of contract price, amount of increment and reason for increment; hence the AP works on complete MPI according to disclosure standard of CoST-Ethiopia, to make the disclosure complete.

The Employer is Axum University. Contracts included in the project were: design, construction supervision and construction works. Design and supervision contracts were carried out by CDSC now called BUDSWS, while the works contract was carried out by Yotek Construction PLC.

The disclosure and assurance focuses on the overall process of procurement, from design to construction stages for there was no any feasibility study of the project. The absence of feasibility study could not be justified.

During preparation of this report, the project was substantially completed and become operational though final acceptance was not conducted.

There was no any procurement process for design and construction supervision; rather it was directly given to a government owned enterprise i.e. CDSC now called CDSWC. Such practice is not competitive, debar potential contenders and not preferable procedure in terms of value for money (vfm). The reason for giving the service directly to CDSC could not be justified.

The works contract was awarded to the winner, Yotek Construction PLC based on the least financial offer i.e. best economic advantage to the PE. The financial competition was among those bidders

whose bid was response to the bidding requirement by conducting technical evaluation after on the 2nd procurement notice of NCB. The evaluation methodology and criteria was according to the Bid Data Sheet (BDS), which is the standard bidding form.

During the 1st procurement notice of NCB it was Zamra Construction who had passed the evaluation with the least financial offer. The tender evaluation committee of the Consultant who conducted the evaluation i.e. the then CDSC had recommended Zamra Construction based on the tender evaluation result; however the bid was cancelled due a certain reason that couldn't be justified while this report was under preparation. Zamra Construction lost when the tender was done for the second time. The AP has made effort to get from the PE any document that justifies cancellation of bid but was not possible due to lack of proper documentation on the PE's archive.

The Consultant, BUDSWS of CDSWC has verbally informed the AP about the availability of the document and promised to provide; however it was not possible to acquire the document until the date of submission of this report. The reason for not acquiring the document, according to BUDSWS, is mix-up of various types of documents while the firm was going through restructuring. The AP still hopes that the document may be available sometime in the future.

The retendering process, after the 2nd procurement notice, was conducted by the same Consultant BUDSWS of CDSWC. Only four out of nine contractors has submitted their bid for consideration. During the process of technical evaluation one bidder failed to pass the technical evaluation; therefore the financial competition was only among three contenders. The winning price is ETB 247,149,196.24, the 2nd list offer was 252,785,563.49 (2.3% higher) and 253807625.57 (2.7% higher) than the least price.

Cost of construction has risen by 19% of the original contract price due to various variation works that were initiated by the Employer (AU). The employer's interest was increasing during the course of construction, whereby numbers of variation works reach nine with cumulative value of ETB56,397,142.76 and accordingly the cost has risen from ETB247,146,597.13, which is originally contract price, to ETB298,161,262.47 during the provisional acceptance. Such significant variation work can be an indication of inadequate planning.

Original contract period was 540 calendar days; however the actual duration has extremely extended and rose to 1203 cal. days. This indicates the project was delayed by 663 calendar days; which is 122% of the original contract period. This had significant negative impact on the Employer's programme and cost. Apart from programme disorder, the Employer has paid the supervising consultant for additional 22 months even though the planned cost was only for 18 months.

2. INTRODUCTION

2.1 BRIEF ON THE OVERALL CONTENT OF THE REPORT

The report is carried out to record, assess, analyze, and highlight findings with recommendations obtained from the disclosure of information.

Public sector infrastructure projects make a major contribution to the economic growth and poverty reduction of a nation. However, mismanagement and corruption during the planning and implementation of construction projects can undermine the expected social and economic benefits.

The Construction Sector Transparency Initiative (CoST) is a multi-stakeholders initiative designed to increase transparency and accountability in the construction sector. The aim of the CoST initiative is to enhance the accountability of procuring bodies and construction companies for the cost and quality of public sector construction projects. It achieves this aim through the public disclosure of key project information at all stages of the construction project cycle, with specific focus on the period from the award of the main contract for construction until the final build (implementation phase).

It is, however, recognized that the disclosure of this information on its own may not be sufficient to achieve greater accountability. This is because some of the information is likely to be complex and not easily intelligible to the general public. An independent Assurance professional (AP) is therefore appointed by the NMSG-EC who will be responsible for assessing the adequacy and reliability of disclosed project information and highlight any causes for concern that the information reveals.

A number of building projects have been identified by the NMSG-EC of CoST-Ethiopia of which multipurpose hall for Axum University is one of the selected projects for disclosure.

CoST requires project owners and procuring entities to disclose for all eligible projects and contracts at specified stages during the construction project cycle. Disclosure of project information is one of the objectives of the assurance process in CoST. Accordingly, CoST – Ethiopia had disclosed various construction projects since its establishment by employing Assurance Professionals, though the disclosures should have been made by the Procuring Entities (PEs) themselves.

The establishment of a system whereby the PEs disclose by themselves was not at a satisfactory level, hence Cost-Ethiopia has understood the necessity of conducting training to staffs of the PEs so as to make the disclosure process maintainable. Accordingly the initiative has arranged training programs to representatives of nominated public institutions, of which Aksum University is one of the selected institutions. The Training was conducted on the basics of CoST and application of the website of Federal Public Procurement and Property Administration Agency (FPPAA) for the disclosure of contract and projection information.

Following the above stated training, the PEs were expected to disclose the required information of selected projects using the template posted on the website of FPPAA. Accordingly Aksum University has disclosed information regarding the execution of a Multi-purpose hall on the website. The effort of AU to disclose is highly appreciable, however the template is not complete for information pertaining to contract extension is not disclosed. Moreover the template posted lacks information pertaining to change in scope and cost of project.

Reactive disclosure and assurance related to availability of additional information presented in a usable form, in an accessible place and under a specified set of conditions is required. Therefore the NMSG-EC of CoST-Ethiopia has assigned an Assurance Professional, which is responsible for conducting collection of the construction project information and verification of the information for completeness and accuracy.

The Assurance Professional has conducted a site visual inspection on the progress and quality of the works while preparing the draft report. He has observed that the project is substantially completed and become operational but still within the defects liability period (maintenance period).

Procurement and contract information was availed from the PE, while conducting visit of the project site and from the Consultant's head quarter in Addis Ababa. Documents availed from both entities were verified against each other but the documents that could be availed only from the Consultant were verified by examining original seals and signature of authorized officials.

Based on the information availed, the draft report analyzes the service and works contract in; compliance with procurement procedures during tendering stage; and compliance with contract administration of works and consulting services during implementation phase. Part of the documents availed from PE were verified by the documents availed from the Consultant; however missing documents in PE's archive were collected only from the Consultant, in which case the documents were verified according to original stamp and signature of officials.

2.2 OBJECTIVE OF THE ASSURANCE PROCESS

The Objectives of the assurance process are:

1. Increase transparency and accountability of Procuring Entities (PEs) in public sector construction projects by increasing access to information. Greater transparency enhances environment for domestic and foreign direct investment.
2. Enhance understanding of construction project costs amongst public sector clients, industry and wider society.
3. Disclosure of material project information on a selection of construction projects at all stages of the project cycle, from the initial identification of the project to the final completion and ensure that the information that is released is available, complete and accurate
4. Produce report as required by the NMSG-EC that is clearly intelligible to the non-specialist, outlining the extent, accuracy of information released, findings regarding the cost and quality and highlighting any cause for concern of the specific building project

2.3 ACTIVITIES OF THE ASSURANCE PROCESS

The Assurance Professional has entered contract agreement with CoST-Ethiopia to carry out the assurance process for Multipurpose Hall Project of Aksum University. The activities to be done were based on the Terms of Reference in the contract agreement. The assurance process comprises of various activities with details shown below.

Preparation of work schedule

The assurance professional has prepared schedule of work in accordance to the agreement entered with CoST-Ethiopia in order to perform the assurance process. The schedule incorporated activities

such as collection of information, verification, analysis and preparation of report on information verification and analysis.

Collection of Information and Data Verification

CoST-Ethiopia has written a letter to Aksum University (PE) regarding the assignment of an AP who is responsible for the assurance process of multipurpose hall. The PE was well informed ahead regarding the disclosure of IDS and already assigned contact person (Ato Mebrahtu) who will be responsible in assisting the AP in information gathering. The person assigned is staff of the project office of the PE. At first the AP has visited the project site in order to:

- a. Physically understand the status of building project.
- b. Observe if there is any visible thing that undermines the quality of work
- c. Assist the PE in collecting documents that are available in Employer's archive and/or the project site office

The AP has visited the site together with the Ato Mebrahtu Kahsay and Resident Engineer of the supervision Consultant. Consequently the AP together with Ato Mebrahtu Kahsay gathered relevant documents pertaining to the assurance process such as construction contract agreement, bid evaluation document (partially), variation orders, time extension approval documents, certificates of payment among others. The PE was very cooperative in providing the required documents, though it was tiresome due to documentation problem of the project office. Some of the required documents could not be availed at all.

Certain documents such as design contract agreement, supervision contract agreement, invitation to bid for works and parts of bid evaluation report were collected from the Consultant,

Verification of Information

In the course of the assurance process, verification work has been carried out to validate the completeness and accuracy of the material project information. Documents availed from the PE were verified against the documents from the Consultant; however those documents missing in the PE's archive but availed from Consultant were verified by original official seal and signature of authorized personnel.

Analysis of Information

Analysis of the disclosed information is conducted in order to make informed judgements with particular attention about the changes and justifications of changes observed in the cost and duration of the building project by highlighting causes of concern.

Report preparation

The report regarding data collection, verifications, analysis and causes of concern is prepared according to 'standard content of project level assurance report' a format provided by CoST-Ethiopia, which was an annex to the contract agreement between CoST-Ethiopia and the Assurance Professional.

Standard template for disclosure of contract and projection information, which is also provided by CoST-Ethiopia, is annexed to the report (Annex 2)

2.4 CHALLENGES OF THE ASSURANCE PROCESS

Main challenge of the assurance process of the project was problems in collecting the document. The individual assigned by the PE to assist the AP in collecting documents pertaining to project disclosure was very cooperative. However the documents were not organized in an archive which can be traced without difficulties. As a result part the documents used for disclosure were found only in the consultant's archive.

The Consultant's archive is better regarding documentation, as compared to the procuring entity; however the collection of documents from Consultant took considerable time. The reason for this, according to the Consultant is misplacement of documents while the corporation was on the process of restructuring.

Most of the required documents for disclosure are available either at PE archive or Consultant's archive or both, though few documents could not be availed until the completion of this draft report. Following is of documents that could not be availed.

1. Feasibility study and environmental impact assessment
2. Engineer's estimate
3. Amount of budget allocated for the project
4. Completion date for design service
5. Reason for direct award of the design and supervision service without tendering
6. 1st procurement notice for works contract
7. Technical evaluation for works contract according to 1st procurement notice
8. Document that justifies why the bid was cancelled after Zamra Construction won based on the 1st procurement notice
9. Type and amount of contract security

3. DISCLOSURE OF PROJECT INFORMATION

3.1 PROJECT OVERVIEW

The project is a part of the Aksum University expansion. It is a single building intended for conducting various types of meetings and conferences and university graduation ceremony. It is located in Aksum inside the main campus. Site work around the building that encompasses vehicle parking lot, roads and fountain are parts of the project.

- Name of project: Multipurpose hall for Axum University at Aksum project No. D8-014/2005
- Consultant:CDSC lately called CWDSC
- Contractor:Yotek Construction PLC
- Contract signing date: 09/04/2006E.C.
- Mobilization period: 21 calendar days
- Commencement date: 01/05/2006E.C.
- Contract duration/original: 540 calendar days
- Total time elapsed up to completion:1203 calendar days
- Intended completion date: 26/10/2007E.C.
- Actual completion date: 11/09/2009E.C.
- Awarded contract amount/original: ETB247,146,597.13
- Value of variation works:ETB56,397,142.76
- Construction contract amount/at completion: ETB298,146,597.13

3.2 SCOPE OF THE PROJECT

Originally the project scope is the hall, which encompasses main conference hall, mini-conference hall, syndicated room and cafeteria and site work associated with the multipurpose hall; however at the interest of the Owner (AU) some variation works were executed during the course of construction.

3.3 SOCIO ECONOMIC BENEFITS (PURPOSE) OF THE PROJECT

Document pertaining to feasibility study could be availed neither from the PE nor from the Consultant; as a result any written document that clearly explains well studied socio economic benefits of the project could not be included here in the report. However, it can be understood that the MPH with syndicate rooms is vital for the university.

The project purpose is to have a multipurpose hall fully equipped with sound system in order to conduct meetings, conferences and special venue such as graduation ceremony. The site work encompasses fountain, roads and adequate vehicle parking associated with the hall.

3.4 UNDESIRED IMPACTS OF THE PROJECT

There is no document pertaining to environmental impact assessment that leads to make judgement about undesired impacts of the project. Moreover there is no any negative impact of the project that is observed or reported.

3.5 SOURCES OF FUNDING AND PROJECT COST

On the bid invitation paper, it is cited saying that “The Aksum University have funds Government of FDRE budget to be used for the procurement of Aksum university expansion project with in the Employer’s budget to be used for the procurement of Aksum University Expansion”. This shall clearly confirm that it funded by the university’s budget financed by the Ethiopian Government.

3.6 PROJECT DURATION

- Date of site handover: 09/04/2006E.C
- Mobilization period: 21 calendar days
- Commencement date: 01/05/2006E.c
- Contract duration: 540 calendar days
- Completion date: 26/10/2007E.C

Project duration according to contract agreement between Aksum University and Yotek Construction PLC was 540 calendar days; however the actual time elapsed up to the date of provisional acceptance is 1203 with 663 calendars days of delay. The delay is 122 % of the original contract duration, which is quite significant.

The main causes for extended duration are various additional works (variations to contract); which were initiated by the Employer during the course of construction. According to the document provided regarding time extension it was only 11 days that are approved due to rainfall exceeding 10mm; hence it can be concluded that most of the delay is time required for executing variation works and delays associated with these variations.

In accordance to the terms of the supervision agreement, the Consultant is authorized to approve justified time extension only up to 25% of the original contract duration. If the justified time extension exceeds 25%, the Consultant can only make analysis and recommendation and then it will up to the Employer to approve the extension.

Apart from the days that are approved by the PE the Contractor has claimed for time lost due to unavailability of certain construction materials on market and moreover due to shortage of foreign currency (LC); however such request for extension was not accepted. For instance the last claim for extension, by the Contractor was 682 calendar days, but only 82 days were accepted by the Consultant and approved by the Employer.

4. DISCLOSURE OF PROCUREMENT AND CONTRACT INFORMATION FOR CONSULTANCY SERVICE

4.1 DISCLOSURE OF PROCUREMENT INFORMATION

There was no any procurement process for design and construction supervision service. The service was directly given to government owned consulting company, the then Construction Design Share Company (CDSC) now called Building and Urban Design and Supervision Works (BUDSW) sector of the Construction Design and Supervision Works Corporation (CDSWC).

For the design service the PE has requested CDSC by letter to submit his reasonable offer in order to carry out the design of multipurpose hall together with four other buildings as a package. Therefore there was no separate offer provided for the project under consideration. Consultant's response for the requested offer, by PE and any document that clarifies negotiation of price or direct acceptance could not be availed.

For the supervision service it was stated, on the contract agreement, that the PE has requested the Supplier to provide certain consultancy service; however the letter for such requested is not attached with the agreement. Moreover there was no document that clarifies negotiation of price or direct acceptance of the Consultant's offer.

4.2 DISCLOSURE OF CONTRACT INFORMATION

The contract information for design and supervision was available only in the consultant's archive; hence the information could not be verified against other sources, the PE. However the contract agreement availed from the Consultant bears original seal of the PE and the Consultant and moreover original signatures of the authorized official i.e. President of AU and CEO of CDSC. Therefore the AP has accepted that the contract agreements for services, design and supervision as true. As mentioned in the findings of the disclosure, the PE was very cooperative in searching all documents pertinent to the project, but was not able to find out some of the documents, of which the above mentioned contract agreements, due to the absence of well-organized central archive.

4.2.1 DESIGN CONTRACT

Overview of Contract

The design contract was given based on the letter of request of the PE, Aksum University to CDSC dated 23/02/2005E.C. AU has requested the designer to submit his reasonable service fee for the design of five building of which multipurpose hall is one. The PE in his letter has specified the following requirements for the multipurpose hall:

1. a hall that can accommodate 2500 persons at a time
2. Additional three conference rooms
3. an office
4. a cafeteria and
5. photo gallery

The agreement was signed on 02/06/2005 to provide the service on the terms and conditions of the contract with mutual rights and obligations of the Employer and the Consultant as stated here:

- a) The Consultant shall carry out the service in accordance with the provisions of the contract and
- b) The Employer shall pay the Consultant the contract price of ETB 2,509,768.04 (two million five hundred nine thousand seven hundred sixty eight &4/100). The contract price includes the design fee for other buildings to be designed together with multipurpose hall as a package.

On the programme and description of the service, which is part of the contract agreement four building with total area of 15360m², including the multipurpose hall, are scheduled to design. The multipurpose hall was scheduled to have total area of 9300 m².

Contract milestones

Date of request of PE to Consultant to submit offer:23/02/2005E.C

Date of contract signing: 02/06/2005E.C

Commencement date: 09/06/2005E.C

Contract duration: 150 calendar days

Intended completion date: 08/11/2005E.

Actual date of completion of the design contract is not disclosed here for information pertaining to the date of actual completion of the design service could not be availed from the PE or the Consultant.

Contract Scope

The scope of the design service is as stated in the terms and conditions of the contract agreement. The scope of service to be rendered can be summarized as follows:

- soil investigation
- surveying
- Detail engineering design including design drawings
- Engineer's estimate
- Design report

Disclosure of Information for Design Service

The PE has disclosed project and contract information on the FPPPAA web site only for supplier 1, which is the works contract. Nevertheless the PE didn't disclose anything about the design contract, which can be named as supplier 2. Therefore information regarding the design service contract is not disclosed on the web site.

According to the disclosure standard of CoST-Ethiopia, majority of the information regarding the design service is disclosed as indicated in the annex to this report; however the disclosed information is not complete for vital information such as actual completion date of contract, type of contract security, amount of contract security, changes in scope of service, change in duration are not disclosed or are not justified if there were no changes to scope of services, duration and contract price. The quality of design is not stated or explained for there is no report provided regarding the completion of the service.

4.2.2 SUPERVISION CONTRACT

Overview of Contract

As stated in the contract agreement for supervision service, "the PE has requested the Supplier to provide certain consultancy services as defined herein and attached to this contract"; however the letter of request is not attached to the agreement. As it was mentioned earlier in section 4.1 of this report, the contract was directly awarded to the then called CDSC now CDSWC.

The contract was signed on 28/04/2006E.C between Aksum University and CDSC to carry out supervision and contract administration of multipurpose hall. The contract has extended with the extension of the works contract automatically as it was stated in the Special Conditions of Contract for supervision and contract administration.

Contract data

Contract type: time based

Date of contract signing: 28/04/2006E.C

Commencement date: site hand over date of the works contract

Contract duration: 540 calendar days

Intended completion date: 26/10/2007E.

Cost of supervision: 54,000.00 Birr/month

Consultant's approval limit for cost: approval of variation less than 10% of the contract price

Consultant's approval limit for time: claims approval except delay justification less than 25% of
the contract time

Contract cost

The cost of supervision and contract administration was agreed on monthly basis. The original contract duration was 540 calendar days (18 months), accordingly the intended total cost of supervision was ETB972,000.00. In the SCC it was stated that in the event the project is not completed within the specified period, the contract agreement will be extended automatically until the project is completed. The PE shall pay for the extra time at the same monthly rate calculated for the original period of the agreement.

The works contract was delayed by 663 calendar days. When the sum is turned in to months the extended time is equivalent to 22 months; as a result the supervision contract has extended by 22 months and became 40 months hence the total supervision cost has increased by ETB1,188,000.00 and rose to ETB2,160,000.00. The increase in supervision cost is quite high i.e. 122% of the intended cost while entering the contract agreement. Such percentage increase has significant cost implication to the PE.

The delay is mainly due to variation works that are initiated by the PE. Since the variation works significantly affected the cost of the works and supervision contract, the AP believes that the

Consultant advises the PE about the cost implication. However there is no any document that rationalizes the implication of cost increment.

Disclosure of Information for Supervision Service

The PE has disclosed project and contract information on the FPPPAA web site only for supplier 1, which is the works contract. Nevertheless the PE didn't disclose anything about the supervision contract, which can be named as supplier 2. Therefore information regarding the supervision service contract is not disclosed on the web site.

According to the disclosure standard of CoST-Ethiopia, majority of the information regarding the supervision service is disclosed as indicated in the annex to this report; however the disclosed information is not complete for vital information such as type and amount of contract security, changes in scope of service and change in contract price are not disclosed or are not justified if there were no changes.

5. DISCLOSURE OF WORKS CONTRACT

5.1 DISCLOSURE OF PROCUREMENT INFORMATION FOR WORKS

1.1.1 OVERVIEW OF THE PROCUREMENT PROCESS

Procurement procedure for selecting the firm that undertaken the construction work begins with inviting bidders, through newspaper, to submit their offer up to the bid closing date; which is the deadline for bid submission (21/01/2006E.C). The bid floating period was 30 calendar days.

The bid was opened on the same date it was closed (21/01/2006E.C) in the presence of all parties i.e. PE, Consultant and bidders.

Evaluation methodology and criteria was based on a standard bidding format provided to all bidders who collected the tender document. The criteria incorporate the listed below items:

1. Legal qualification of the bidder
2. Professional qualification and capability of the bidder
3. Technical qualification, competence and experience of the bidder
4. Financial standing of the bidder

Technical evaluation for prequalification, that was conducted based on the qualification information started from checking the responsiveness of the entire bidders offer. Detail technical evaluation was conducted for those bidders whose bid was responsive; accordingly those bidders who fulfil the requirement were legible for financial competition; then the tender committee of the CDSC submitted his recommendation to the Employer.

Financial evaluation was conducted to select the bidder with the least offer. The tender committee of the Consultant has conducted arithmetic checking of all offers and identified the least offer; then has submitted the result of financial evaluation for Employer's decision.

The Employer has notified the Consultant by letter that he has accepted the result of evaluation and instructed the Consultant to inform the winner and prepare contract agreement for signing.

1.1.2 VERIFICATION OF THE DISCLOSED PROCUREMENT INFORMATION

5.1.2.1 COMPLETENES OF THE DISCLOSED PROCUREMENT INFORMATION

In the invitation to bid it was stated which category of contractors (suppliers) are eligible to participate in the bid. It was also stated that the bidding will be conducted in accordance with the open national tendering procedures contained in the Public Procurement Proclamation of the FDRE and open to all eligible bidders. Moreover the invitation to bid comprises of the listed below information that are vital to all prospective bidders:

- a) address where interested bidders may obtain further information regarding the bid
- b) address where the complete set of bidding document can be purchased
- c) Place, date and time for delivery of bids.
- d) Place, date and time for bid opening
- e) List of documents that should be incorporated in the bid

f) Reason for automatic rejection from the tender

Technical Evaluation

In the preamble to the technical evaluation, it was stated that nine bidders have purchased the tender document of which four bidders have submitted their offer; however list of those bidders who collected the tender document is not attached to the evaluation document. In the bid opening process the date, time, place and names of persons who attend the bid is listed. The list also includes telephone numbers and list of organization which the attendants represent.

The evaluation document includes completeness, signing and seals of the bid documents of the four bidders. The type and responsiveness, in accordance to the bidding requirement, of the bank guarantee is also included in the bidding document.

The detail technical evaluation was conducted by assigning codes to the bidders. In the evaluation document only annual volume of construction work and experience in similar nature of work are attached. On the conclusion and recommendation, it was stated that all detail steps of evaluation are shown though documents that indicate fulfilment of bidders offer according to BSS is not attached to the evaluation document.

Financial Evaluation

The financial evaluation document comprises the bid opening date, time, place and names of persons who attend the bid. The list also includes telephone numbers and list of organization which the attendants represent. The bid documents were checked for correction of arithmetic and responsiveness in accordance to the bidding requirements. The tender evaluation committee made conclusions about the result of financial evaluation and submitted the evaluation report for PE's decision.

Subsequent to technical and financial evaluation and recommendation of the tender committee of the consultant the following procedures are disclosed:

- a) Letter of acceptance of the PE to the result of evaluation and recommendation and requesting the Consultant to prepare contract agreement
- b) The Consultant's notification letter to the bidders regarding the tender result
- c) Consultant's letter for submitting contract agreement to PE for signing with the successful bidder

Most of the disclosed information is available, but documents that are listed under are not attached to the technical evaluation report:

- a) List of bidders who purchased the bid document
- b) Professional qualification and capacity of the bidder that includes number of staff and personnel for the key positions
- c) Technical qualification particularly equipment required for the implementation of the contract
- d) Not occurring of non-performing contracts and pending litigations
- e) Financial resources

Based on the above information provided and verified documents, we can say that the disclosed procurement information is not complete.

5.1.2.2 ACCURACY OF THE DISCLOSED PROCUREMENT INFORMATION

Part of the procurement information obtained from the PE was checked against the documents provided by the Consultant. Some of the documents that could not be availed from PE were collected from the Consultant. The documents that are availed from the Consultant alone were checked for accuracy by verifying original seals and signature of authorized persons. Therefore the AP believes that the disclosed procurement information is accurate.

1.1.3 ANALYSIS OF THE DISCLOSED PROCUREMENT INFORMATION

5.1.3.1 COMPLIANCE OF THE PROCUREMENT WITH RULES OF ADVERTISEMENT

The advertisement was open for eligible bidders in accordance to the tendering procedure of the FPPAA. Prerequisite for purchasing the tender were stated on the ITB, which was submission of written application, VAT registration certificate, MoWUD certificate, trade licence and bid participation supporting letter. Based on these conditions nine bidders have purchased the tender document.

Bidders were required to submit sealed technical proposal, financial offer and bid security ETB 250,000.00 (two hundred fifty thousand). Signed and sealed standard bidding document (SBD) was supposed to be returned with technical proposal. Accordingly four bidders have submitted their bid up to the end of bid submission date, which is 30 calendar days from the advertising date.

In the course of technical and financial evaluation, responsiveness of bidders' offer was checked against the points mentioned in the invitation to bid and or instruction to bidders. In the advertisement it was stated that bidding will be conducted in accordance with the open national tendering procedures contained PPP of the FDRE. Therefore it can be concluded that the procurement was in compliance with the rules of the advertisement.

5.1.3.2 EFFICIENCY OF THE PROCUREMENT PROCESS

The invitation to bid was posted on 28/12/2005E.C. Exactly after 30 calendar days, which is the bid floating period, the bid was closed on 21/01/2006E.C and opened on the same date in the presence of all parties i.e. PE, Consultant and bidders. The Consultant has completed the technical evaluation on 07/02/2006E.C; two weeks after bid opening. Financial evaluation was completed on 05/03/2006E.C. On 24/03/2006E.C the Employer has informed the Consultant that he has accepted the results of financial evaluation and accordingly notified him to prepare contract document for the winner. Two weeks later on 08/04/2006E.C the Consultant has submitted the contract document to the employer for signing. The contract agreement between the Employer and Contractor was signed the following day on 09/04/2006E.C.

Based on the above timing in the procedures of procurement, it can be concluded that the procurement process was efficient.

5.1.3.3 FAIRNESS OF THE PROCUREMENT RULES ON PARTICIPATION

The invitation to bid was particularly for contractors with category GC1 or BC1 with valid licence for the current year. Class of contractor is related with the capacity to execute the intended construction. The bidding was conducted in accordance with the open national tendering procedure contained in the Public Procurement Proclamation of the FDRE and was open to all eligible bidders.

Interested eligible bidders were given opportunity to obtain further information regarding the bidding document from the Consultant who posted the bid.

The bid floating period (30 calendar days) was adequate for the interested bidders in order to prepare and submit their offer

Based on the disclosed information, concerning the procurement process, it can be concluded that the procurement rules were fair on participation.

5.1.3.4 TRANSPARENCY OF THE TENDER EVALUATION PROCESS

The bid was posted on Ethiopian Herald with floating period of 30 calendar days, hence the AP believes that the newspaper is well known and the bid floating period was adequate for suppliers to prepare and submit their offer.

The bid was opened in the presence of all parties i.e. PE, Consultant and bidders. The qualification information for prequalification evaluation was based on the standard bidding document and the main criteria for winning the bid was least financial offer provided that the bidders pass the qualification criteria.

Out of the four contenders, one bidder didn't fulfil the requirements of the evaluation criteria during the course of evaluation; as a result the bidder was excluded from further evaluation.

The financial offers for three eligible bidders who have passed the technical evaluation were opened by the tender committee of the Consultant in the presence of representatives of the Consultant and competing bidders. The offers were checked for the correction of the arithmetic and then the bidder with least offer was recommended by the Consultant to the Employer.

The Consultant, who conducted the evaluation, has notified the name of the winning company and winning price to the two bidders who lost the bid; hence the tender evaluation process was transparent

5.1.3.5 OBJECTIVITY OF THE TENDER EVALUATION AND THE AWARD CRITERIA

The qualification requirement for bidders was classified as compliant or non-compliant to the bidding requirement. The bidding requirements were legal, professional, technical and financial qualification, which are achievable for a category of contractor GC1 or BC1. The bidding forms indicated in table 5.1 below was used to evaluate a bid and determine whether a bidder has the required qualification. The table comprises all mandatory documentary evidence establishing the bidder's qualification; hence the tender evaluation was objective. Bidders were supposed to provide all the information requested in the forms included in the table.

The factor, requirement, criteria and supporting documents that are evidences for fulfilling the requirements assure the objectivity of the tender evaluation. All the documents that prove the evidences are assumed to be inspected during evaluation, though some of them are not attached to the technical evaluation report. To assure completeness, the AP believes that it is vital either attaching the proof of evidence or at least indicate on the technical evaluation report that such documents were inspected and checked for responsiveness.

The criterion for awarding the contract was the lowest price provided that the bidder's offer was responsive to qualification requirements set forth in the Bidding Document based on the documentary evidence establishing the Bidder's legal, professional, technical, and financial qualification.

Table 5.1 Bidding Forms

Factor	Requirement	Criteria	Documents Required	Remarks
1. Legal Qualification of the Bidder				
1.1 Nationality	Nationality in accordance with ITB clause 4.2	Must meet the requirement	Bid submission sheet	Not attached to evaluation report
1.2 Conflict of interest	No conflict of interest as described in ITB clause 4.3	Must meet the requirement	Bid submission sheet	Not attached to evaluation report
1.3 Registration in the FPPA's suppliers list	Having been registered in the FPPA's suppliers list in accordance ITB clause 4.7	Must meet the requirement	Bid submission sheet	Not attached to evaluation report
1.4 Debarred by the decision of the FPPA	Not have been debarred by the FPPA's from participating in accordance ITB clause 4.4	Must meet the requirement	Bid submission sheet	Not attached to evaluation report
1.5 Valid trade licence	Having been submitted valid trade licence in accordance ITB clause 4.6	Must meet the requirement	Bid submission sheet with attachments	Not attached to evaluation report
1.6 VAT registration certificate	Having been submitted VAT registration certificate in accordance ITB clause 4.6	Must meet the requirement	Bid submission sheet with attachments	Not attached to evaluation report
1.7 Valid tax clearance certificate	Having been submitted tax clearance certificate in accordance ITB clause 4.6	Must meet the requirement	Bid submission sheet with attachments	Not attached to evaluation report
2. Professional Qualification and Capacity of the Bidder				

2.1 Number of staff	At least 10 staff currently work for the bidder	Must meet the requirement	Bidder certificate of compliance	Not attached to evaluation report
2.2 Persons for the key position	Position, qualification, total experience and experience in similar works as per stated in BSS	Must meet the requirement as per stated in BSS	Technical proposal with attachments	Not attached to evaluation report
3. Technical Qualification, Competence and Experience of the Bidder				
3.1 General experience	Successful completion of equivalent project of nature and complexity over the last three years	Must meet the requirement	Bidder certificate of compliance with attachments	Attached to evaluation report
3.2 Special experience	At least 70% completion of similar building contract with contract value not less than 80 million over the last three years	Must meet the requirement	Bidder certificate of compliance with attachments	Attached to evaluation report
3.3 History of non-performing contracts	Non-performance of a contract did not occur within the last five years or fully settled dispute or	Must meet the requirement	Bidder certification of compliance	Not attached to evaluation report
3.4 Pending litigation	Pending litigation shall in total not represent more than 2% of the bidder's net worth	Must meet the requirement	Bidder certification of compliance	Not attached to evaluation report
3.5 Equipment for implementation of the contract	The bidder must demonstrate that will avail type and number of equipment listed in BSS	Must meet the requirement	Technical proposal with attachments	Not attached to evaluation report
4. Financial Standing of the Bidder				
4.1 Historical financial performance	Submission of audited financial statements for the past three years as required in ITB clause 15	Must meet the requirement	Bidder certificate of compliance with attachments	Not attached to evaluation report

4.2 Average annual turnover	Accomplishments of construction work with average value of at least ETB 80 million over the past three years. The value is accepted provided that it is verified by external auditor or revenue authority.	Must meet the requirement	Bidder certificate of compliance with attachments	Attached to evaluation report
4.3 Financial resources	The bidder must demonstrate access to credit facility or availability of financial resources to meet the cash-flow requirements	Must meet the requirement	Bidder certificate of compliance with attachments	Not attached to evaluation report

5.1.3.6 COMPETITIVENESS OF THE AWARD PRICE

Out of the nine bidders who collected the bid document, four bidders submitted their bid offer and three of them passed the technical evaluation. Accordingly the financial competition was among three bidders. The award price was Birr 247,150,624.08 and the other offers who lost the bid were Birr 252,690,176.62 (2.2%) and 253,807,569.56 (2.7%) higher than the list offer respectively. To conclude that the award price is complete, it would have been better to disclose the Engineer's estimate prepared by the design Consultant so as to compare the estimate with the award price. On the contract agreement for design, it was mentioned that preparation of cost estimate is part of the service to be rendered though the estimate is not disclosed. In the absence of estimated figure we cannot conclude that the award price is complete.

5.1.3.7 OVERVIEW OF THE CONTRACT MILESTONES

Contract agreement was signed on the 9th of Tahsas 2006E.C for the execution of multipurpose hall at Aksum main campus within 540 calendar days with contract price of Birr 247,150,624.08. The contract has varied significantly with duration and cost. The duration has extended to 1203 calendar days and construction cost has risen to ETB 298,161,262.47

5.2 DISCLOSURE OF CONTRACT INFORMATION FOR WORKS

1.1.4 OVERVIEW OF THE CONTRACT

The construction contract agreement was signed between Aksum University (the Employer) and Yotek Construction PLC (the Contractor) on the 9th of Tahsas 2006E.C after the Employer accepted the bid by the contractor for the execution and completion of multipurpose hall at Aksum main campus within 540 calendar days and remedying of any defects therein for the contract price of ETB 247,146,597.13 (Two hundred fourty seven million one hundred fourty six thousand five hundred ninety seven and 13/100)

In consideration of the payment to be made by the Employer to the Contractor, the Contractor has made a covenant with the Employer to execute and complete the works and remedy any defects in conformity in all respects with the provision of the contract. The Employer also made a covenant to pay the Contractor in consideration of the execution and completion of the works and remedying of defects herein.

The work was agreed to execute in accordance with the law specified in the Special Conditions of Contract. The SCC was taken, among others as part and parcel of the contract agreement.

The contract incorporates a general item, which is a facility for the supervising consultant's staff among a multipurpose hall and site work.

1.1.5 VERIFICATION OF THE DISCLOSED CONTRACT INFORMATION

1.2.2.1 COMPLETENESS OF THE DISCLOSED CONTRACT INFORMATION

Aksum University has disclosed project and contract information on the FPPPAA web site, based on the template provided on the web site; however information regarding identification, preparation, contract extension, duration of extension and reason for extension are not filled on the template provided. Therefore the disclosure lacks completeness. Moreover the information on th template, among others, includes contract extension information but does not include changes in cost of construction, which is vital information to the prospective users of the web information. The AP

believes that disclosure of actual project cost is vital to those who utilize the information posted on the FPPPAA web site.

The disclosure standard of CoST-Ethiopia incorporates wide-ranging contract information regarding construction project. The standard template, which is an annex to this report, is compiled according to the verified information regarding the project under consideration. Most part of the contract information are disclosed; however information regarding the type and amount of contract security is not attached to the contract agreement. Therefore the information pertaining to the contract is not complete.

1.2.2.2 ACCURACY OF THE DISCLOSED CONTRACT INFORMATION

Most of the disclosed contract information provided by the PE was verified against the document in the hands of the consultant; however some of the documents required for disclosure were available only in the consultant's office. The accuracy of such documents can be accepted pertaining to bearing of original seal and signature of authorized officials of the PE and the Contractor.

1.1.6 ANALYSIS OF THE DISCLOSED CONTRACT INFORMATION

5.2.3.1 ISSUES RELATED TO CONTRACT PRICE

Originally the contract price was Birr 247,146,597.13; however the price has increased by 19% and rose to Birr 298,161,262.47 during the provisional acceptance

The change in contract price was due variation works that were initiated by the Employer in the course of execution of the contract. The Consultant has maintained the procedure in approving the variation works that affected the contract price. All the variation works were justified.

5.2.3.2 ISSUES RELATED TO CONTRACT DURATION

As compared to original contract period i.e. 540 calendar days, the contract duration has significantly increased. The actual time elapsed up to the date of provisional acceptance was 1203 calendar days with 663 calendars days of delay, which is 122 % of the original contract duration.

Various reasons have been recorded for the extension of contract duration; but it was mainly due to variation works. The time extension has gone more than 25% of the original contract duration; hence the consultant submitted to employer for approval; consequently the employer has accepted the increased duration as justified.

5.2.3.3 ISSUES RELATED TO CONTRACT SCOPE

The scope of work according to contract was construction of multipurpose hall and site work associated with it; however the scope of work was slightly affected due to variation works such as supply and fixing of table and chair.

6. CONCLUSION AND RECOMNDETION TO THE MSG

6.1 CONCLUSION

Causes of Concern

There was no any procurement process for design and construction supervision for the service was directly given to a government owned consultant – BUDSWS the then called CDSC. In order to increase transparency the reason for awarding the contract without competition was supposed to be disclosed by the PE.

The procurement process of construction works for the first time was based on NCB, by means of technical and financial evaluation. However the bid was cancelled after the consultant identified the winner and recommended him to the PE. In accordance to clause 39 of the SBD the PE reserves the right, to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award. According to clause 40 the SBD, there are circumstances to issue invitation to bid for a second time, but in this case not disclosed. Therefore in order to increase transparency of the bidding process it would have been important to disclose the reason for rejection of the first bid.

The construction work duration was prolonged significantly from 540 calendar days to 1203 calendar days, with 663 days of delay; which is 122% of the original contract duration. The Consultant was contractually authorized to approve delay not exceeding 25% of the original contract (135 days); as a result most of the days of delay were approved by the Employer after the Consultant conducted analysis of delay justification and recommended it to the Employer.

The actual date of completion has controversial figures when the documents were verified. According to the last analysis and approval of delay justification, the intended completion date has to be on 16/08/2009E.C; however it was stated, on the same document, that the work is not completed. In the certificate of provisional acceptance it was stated that the actual completion date as 18/08/2009E.C, two days later of the above mentioned date. Contrary to this, the officials who conducted the acceptance process have signed the document on 11/09/2009, which is likely to be the actual date of acceptance. The difference, 25 calendar days are not justified according to the analysis for delay justification.

Such significant delay affects the Employer's programme and objective, so it has negative implication in achieving his goal.

The delay was mainly due to variation works that were added during the course of construction. The works that were added later could have been planned in the design stage. There is no any document that indicates whether or not the PE was advised by the Consultant regarding these additional works

The construction cost has risen by ETB 51,014,665.34 (21%) of the original contract price due to variation works that were originated by the Employer. The Consultant was contractually authorized to approve cost increment within the contingency amount i.e. 10% of the original contract amount; as a result the increment that has exceeded 10% was approved by the Employer after the Consultant issued variation order.

Total increment of cost including the supervision for additional 22 months is ETB 52,202,665.34, which is significant. Such increment affects the Employer's budget that could be allocated for other purposes. The increment is due to variation works that arise during the course of construction; hence such cost increment could be managed by proper planning during the design stage.

Conclusion

There was no any document regarding feasibility study and environmental impact assessment or at least explanation for not executing the study. Therefore the assurance professional believes that the disclosure of information is not adequate to make an informed judgement regarding the feasibility and socio economic impact of the project.

The design and supervision service was directly given to government owned consulting company (enterprise) without competition. Even though such practice is possible only with budgetary organization the reason for awarding the contract to an enterprise was not disclosed; therefore it not possible to conclude whether the award without out competition on was justifiable or not.

The procurement process of construction works for the second time was also based on NCB, by means of technical and financial evaluation. The evaluation process was clear and all the documents related to the evaluation process were complete. Out of the nine bidders who purchased the tender document only four of them have submitted their offer for consideration, of which one has failed to pass the technical evaluation. Accordingly the financial competition was among three contenders, which can be said as narrow competition. Differences from the least offer of the other two offers were only 2.3% and 2.7% respectively.

It is understood that prolonged project duration seriously affects the Employer's programme, causes unnecessary expenses and undermines accountability. For this specific project, main causes of delay were variation works. The Assurance professional believes that variation works with significant values could have been put in tender to get the advantage of competitive market in terms of cost and time.

The variations that were added during construction have opened room for the contractor to claim exaggerated time. For instance the contractor has claimed for a specific variation work 682 calendar days, which is quite longer than the time agreed for the whole work; however the number of days approved for the variation work were only 82 calendar days. Therefore proper planning during the design stage will lead to minimizing variation works that may arise during implementation; as a result it will be advantageous for the PE in terms of time and cost.

The award price for the works contract was the least offer amongst the three contenders who fulfilled the qualification criteria. It was not possible to conclude that the award price is fair and complete in the absence of Engineer's Estimate. In order for the stakeholders to have an informed judgment regarding the award it is vital to disclose the Engineer's Estimate prepared by the design Consultant.

6.2 ISSUES RECOMMENDED FOR FURTHER REVIEW

The Assurance professional understands that the primary aim of CoST is to enhance the transparency and accountability of publicly financed projects. The improved transparency would be supportive for better management of public finances and will reduce corruption. Hence it is advisable that any procurement process be properly planned for unplanned procurement with inadequate time for procurement process leads to give contracts without proper tendering process.

Cooperation of the PE and the consultant in providing necessary documents is appreciable; however collection of information from the PE was difficult due to the absence of well-organized archive of the project documents. Some of the relevant documents could not be availed even after making considerable effort. In order to increase transparency, it is recommended that procuring entities must be well concerned about the importance of proper documentation pertinent to a construction project from inception to completion and even more for a couple of years.

The project delay was mainly due to the time required to execute the variation works, hence the consequence of variation works was not only cost increment but also significant delay. Therefore it is recommended to conduct analysis on the effect of variation works apart from issuing variation orders. The documents disclosed regarding variations do not indicate any analysis and justification regarding the effect of variation works.

According to the bidding form there some qualification criteria not indicated on the technical evaluation report. The evidences must be mentioned in the report if the documents are assumed as vast or difficult to compile in the evaluation report.

7. GLOSSARY

Accountability: CoST's aim is to enhance the accountability of procuring bodies and construction companies for the cost and quality of public-sector construction projects. The core accountability concept is to 'get what you pay for'. The 'you' in this context applies equally to national governments, affected stakeholders and to the wider public.

Budget: an amount of money allocated to a project or scheme

Competitive Tendering: Awarding contracts by the process of seeking competing bids from more than one contractor.

Construction Sector Transparency (CoST) Initiative: An international multi-stakeholder initiative designed to increase transparency and accountability in the construction sector.

Consultant: An organisation or individual who has made a contract to provide services.

Contract: A binding agreement made between two or more parties, which is intended to be legally enforceable.

Contract Documents: Documents incorporated in the enforceable agreement between the Procuring Entity and the contractor, including contract conditions, specification, pricing document, form of tender and the successful tenderers' responses (including method statements), and other relevant documents expressed to be contract documents (such as correspondence, etc.)

Contractor: An organisation or individual who has made a contract to undertake works, supply goods or provide services.

Contract period: An arrangement for the supply of works, goods or services established for a fixed period of time.

Cost estimate: A cost estimate prepared by the buyer of works, goods or services which provides a benchmark or a basis for evaluation and/or negotiation when tenders/offers are received from bidders. It also serves as an instrument of project planning and budgeting.

Employer: In the context of the CoST initiative, the Procuring Entity awarding construction and consultancy contracts for the project.

Feasibility study: An evaluation of a proposed project to determine the difficulty and likely success and benefits of implementing the project.

Material Project Information (MPI): MPI in this context is intended to indicate that information disclosed on a project is sufficient to enable stakeholders to make informed judgements about the cost and quality of the infrastructure concerned.

Procurement: The process of acquiring goods, works and services, covering acquisition from third parties and from in-house providers. The process spans the whole life cycle from identification of needs, through to the end of a services contract or the end of the useful life of an asset.

Procuring Entities (PEs – also referred as clients and contracting authorities): The State, regional or local authorities, bodies governed by public law or associations formed by one or several of such authorities that procure works, goods and services with full or part public funding.

Programme: The projected timing of activities required under the contract.

Provisional acceptance: a conditional acceptance which means that the Employer has accepted the project but performance needs to be verified or confirmed under operational conditions within an agreed period.

Provisional acceptance certificate: a certificate to evidence conditional acceptance to be issued when the warranty period starts.

Supervision contract: a contract with a consultant to oversee the performance of the contractor on the construction work, to give a level of reassurance to the Employer about the quality of the work.

Stakeholder: is an organization or group involved in business and therefore has responsibilities towards it and an interest in its success.

Tender: An official written offer to an invitation that contains a cost proposal to perform the works, services or supplies required, and is provided in response to a tendering exercise. This normally involves the submission of the offer in a sealed envelope to a specified address by a specified time and date

Tender Documents: Documents provided to prospective tenderers when they are invited to tender and that form the basis on which tenders are submitted, including instructions to tenderers, contract conditions, specification, pricing document, form of tender and tenderers responses

Tender Evaluation: Detailed assessment and comparison of contractor, supplier or service provider offers, against lowest cost or most economically advantageous (cost and quality based) criteria.

Transparency: In the context of the CoST initiative transparency relates to the disclosure of material project information on construction projects.

Value for money: is the most advantageous combination of cost, quality and sustainability to meet customer requirements

Annex 1: STANDARD TEMPLATE FOR DISCLOSURE OF INFORMATION

DISCLOSURE OF PROCUREMENT & CONTRACT INFORMATION				
PHASE	ITEMS OF DISCLOSURE	CONSTRUCTION	DESIGN	SUPERVISION
PROCUREMENT INFORMATION	Date of disclosure	June 2018 G.C		
	Contract title	Construction of MPH	Design of expansion works	Supervision & contract administration of MPH
	Location	Aksum university main campus	EDSWCo, BUDSWS	EDSWCo, BUDSWS
	Procuring entity	Aksum university	Aksum university	Aksum university
	Source of further information	AU construction project office	EDSWCo, BUDSWS	EDSWCo, BUDSWS
	Date of procurement notice	28/12/2005E.C	N/A	N/A
	Floating period of the procurement notice	30 days	N/A	N/A
	Media used for procurement notice	News paper	N/A	N/A
	Method of procurement	National competitive bidding	Direct appointment	Direct appointment
	Type of procurement	Works	Service	Service
	Procurement procedure	Open bid	Direct	Direct
	Evaluation criteria	Least cost	N/A	N/A
	Type of contract & project delivery method	Add measurement, build, test commission and hand over	Lump sum, design	Lump sum, supervision and contract administration
	Type & amount of bid security	Bank guarantee, Birr 250,000.00	N/A	N/A
	Content of any complaint logged	None	None	None
	ITEMS OF DISCLOSURE	CONSTRUCTION	DESIGN	SUPERVISION

Engineer's estimate		N/A	N/A
Date of bid opening	05/07/2005 E.C	N/A	N/A
Number of bidders: Participated, rejected and declined to submit	Four	N/A	N/A
Awarded firm/contracting firm	YOTEK construction plc	EDSWCo, BUDSWS	EDSWCo, BUDSWS
Date of contract award	08/04/2006 E.C	23/01/2013 G.C	09/04/2006 E.C
Award price/original contract price	247,146,597.13	2,509,768.04	54,000.00 birr/month
Unit contract price	N/A	N/A	N/A
Contract security type and amount		None	None
Date of contact signing	09/04/2006 E.C		28/04/2006 E.C
Contract scope	Construction of MPH	Design of expansion works	Supervision & contract administration of MPH
Description of contract & contract components	Supply of all labour, material and machinery for Construction of MPH	Design service for office, MPH, staff lounge and student lounge	
Contract administration entity	EDSWCo, BUDSWS	AU construction project office	AU construction project office
Contract duration	540 calendar days	150 calendar days	540 calendar days
Contract start date	01/05/2006 E.C	30/01/2013 G.C	30/04/2006 E.C
Intended completion date	26/10/2007 E.C	30/06/2013 G.C	05/11/2007 E.C

PHASE	ITEMS OF DISCLOSURE	CONSTRUCTION	DESIGN	SUPERVISION
CONTRACT IMPLEMENTATION	Contract status	Completed	Completed	Completed
	Completion date (revised, projected, actual)	16/08/2009, 26/10/2007, 11/09/2009 E.C	None	30/05/2009,
	Changes to contract duration with reason	660 calendar days due to variation works		7 months
	Amount of liquidated damages	None	None	None
	Contract price (revised, projected, actual)	298,161,262.47, 247,146,597.13, 298,161,262.47	2,509,768.04	54,000.00 birr/month
	Changes to contract price with reason	ETB 56,397,142.76 due to variation work	None	10,000.00 birr/month
	Scope of completion	MPH, site work, logo, fountain, generator room, kitchen shed and furniture for main hall	Design of expansion works	Supervision & contract administration of MPH
	Changes to contract scope with reason	University logo, fountain, generator room, kitchen shed and furniture for main hall. Reason for change was at the interest of employer.	N/A	N/A
	Total payment effected	298,161,262.47	2,509,768.04	None
	Warranty type and description	None	None	None
	Details of termination	None	None	None
	Safety measures	None	None	None
	Quality of work	Good		
Disputed issue & award details	None	None	None	

DISCLOSURE OF PROJECT INFORMATION

PRELIMINARY PROJECT INFORMATION	Date of disclosure	June 2018 G.C
	Project owner	Aksum University
	Project name	Multipurpose hall
	Sector, subsector	Education
	Source for further information	EDSWCo, BUDSWS
	Project location	Aksum University main campus, Aksum town
	Purpose	Construction of multipurpose hall at main campus
	Project description	Supply of all labour, material and machinery for construction of MPH
	Original project scope	Multipurpose hall and site work
	Project components	Concrete work, structural steel work, finishing, sanitary installation, mechanical installation, electrical installation and asphalt pavement
	Environmental impact	None
	Land and settlement impact	Displacement of local farmers
	Estimated budget of the project with breakdown of components	None
	Funding sources	Government of the FDRE
Project budget approval date	None	

	Project start date (planned, actual)	01/05/2006 E.C, 01/05/2006 E.C
	Planned/original duration for completing the whole project	540 calendar days
	Planned/original cost of the project	ETB247,146,597.13
PROJECT INFORMATION AT COMPLETION	Cost of the project at completion	ETB298,161,262.47
	Changes of project cost with reason	ETB 51,014,665.34, due to variation works
	Project completion date (revised, projected, actual)	16/08/2009, 26/10/2007, 18/08/2009 E.C
	Actual duration for completing the whole project	1203 calendar days
	Changes of project duration with reason	663 days, due to variation works
	Project scope at completion	MPH, site work, University logo, fountain, generator room, kitchen shed and furniture for main hall
	Changes of project scope with reason	University logo, fountain, generator room, kitchen shed and furniture for main hall. Reason for change was at the interest of employer.
	Reference to documents for disclosure upon request (reactive disclosure)	AU and EDSWCo