



**Infrastructure
Transparency
Initiative**

Ethiopia

Construction Sector Transparency Initiative – Ethiopia (CoST – Ethiopia)

**Assurance Report on Reactive Disclosure of Project and Contract
Information of Debre Markos University
FOR**

DORMITORY, CLASSROOMS, CAFETRIA & SEPTIC TANKS

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LIST OF ACRONYMS

AP	Assurance Professional
BoQ	Bill of Quantities
BDS	Bid Data Sheet
CoST	Construction Sector Transparency Initiative
CDSCo	Construction Design Share Company
DA	Design Adaptation
EC	Ethiopian Calendar
EIA	Environmental Impact Assessment
ETB	Ethiopian Birr
FS	Feasibility Study
GC	Gregorian Calendar
GCC	General Conditions of Contract
IDS	Infrastructure Data Standard
KM	Kilo Meter
NCB	National Competitive Bidding
ITB	Instruction to Bidders
NCB	National Competitive Bidding
NMSG-EC	National Multi Stakeholder Groups – Executive Committee
Plc	Private Limited Company
PE	Procuring Entity

PPA	Public Procurement and Property Administration Agency
RFP	Request For Proposal
SCC	Special Conditions of Contract
SBD	Standard Bidding Document
VAT	Value Added Tax

1. Executive Summary

CoST – Ethiopia and Aims

These days, construction sector is expanding and growing hurriedly. This phenomenon could easily be observed on massive construction of infrastructures. However, miss management and corruption shall have an adverse effect during planning and implementation phases of the vastly growing constructions sectors. Such phenomenon shall hold back the expected socio economic development and may end up with nationwide disasters.

The Construction Sector Transparency Initiative CoST, is an initiative managed by a national multi-stakeholder group executive committee (NMSG-EC) that represents the interests of government, the private sector, and civil society. The initiative has aimed to improve transparency and accountability of construction projects.

Objectives of Project Level Assurance

Over the long term, increase in transparency and accountability is expected to improve value for money of investments in infrastructure. Hence main objectives of the project level assurance are collecting project information, verifying its accuracy & completeness, analyzing information obtained and producing understandable reports, emphasizing main findings and causes of concerns. An independent Assurance Professional (AP) is therefore appointed by the National Multi Stakeholder Group Executive Committee (NMSG - EC) who will be responsible for assessing the adequacy and

reliability of the disclosed project information, highlighting any causes for concern for the specifically selected projects.

The NMSG-EC uses different criteria for project selection. Sector and status of the project are among criteria used for selection. The project covered under this report was selected from building construction sectors related to university facilities. The on-going status of projects with degree of completion close to 80% or more are considered from status point of view.

The assurance professional has taken responsibility of executing the above mentioned tasks. Description of the project and contracts included in the report with date of disclosure are cited here under;

Date of Disclosure & Assurance; **July 17, 2018 GC.**

Name of the assurance professional; **Anteneh Worku**

Name of The Project; **Construction of Class rooms, Dormitories & cafeteria for Debremarkos University at Bure Campus.**

Location of the Project; **The project is located in Amhara Regional State, West Gojam Zone, in Bure town at a distance of 413km from Addis Ababa.**

Starting from planning stage of the project, three contracts have been analyzed, Contract agreement for Design adaptation, construction supervision and construction works have been considered in this report.

Debremarkos University is a procuring entity who has went for procurement of all the three contracts. Both design adaptation and contract administration contracts are signed with CDSCo. Contract for the project construction was signed with a local contractor named as Yotek Construction Plc.

- Design Adaptation works contract;

DA work was agreed between the PE and Construction Design Share Company (CDSCo). The agreement was a lump sum agreement. It was signed by the PE on 30/03/15. Total period given for the DA work was 72 calendar days for final Design. The PE has agreed to pay 1,059,937.75 ETB including 15% VAT.

- Construction Supervision contract;

Construction Supervision and contract administration works was agreed on 25th June, 2015. It was made between the PE and the same consultant, CDSCo. The PE has agreed to pay the consultant 71,000 ETB including 15% VAT on a monthly base. Information obtained from PE shows that the university has made selective bid procedure based on administrative council decision. However, nothing was gained on details of the selection procedures.

- Civil Works (Construction) Contract;

As only one bidder has participated on the contractors' procurement process, it would be difficult to say that the bidding process found during procurement of the consultant is a competitive bid that ensures value for money. Moreover, there was no any step at which the contractor's financial offer was checked for its comparability with market price and/or engineer's estimation. During technical evaluation process, the legal requirements of the contractor was checked only for responsiveness of the bid document signature and seals. Others such as VAT registration, Trade license, Trade registration license & Contractor license availability and renewal responsiveness are not described and found on the technical evaluation report.

Construction agreement was made between the PE and Yotek Construction Plc. Date of signing the contract was 27/10/2007E.C. Then again, this date is from monthly report and the agreement states 1st June, 2015 GC. Contract value of the main agreement is 362,654,295.15 ETB. Total period of the contract time was originally 600 calendar days. This period was extended by more than 64% for different reasons. More than 5 rounds of time extension evaluation and entitlement documents are encountered during up to date life time of the project. Details of the reasons are described in other contents of this report. Beyond delaying the project, this has clearly subjected the PE to additional consultancy fee being made on monthly bases. The project cost has also overrun by ETB 11,757,369.89 from the originally signed amount. Variations such as additions & omissions are root causes of the overrun. According to the consultant's monthly report made for the month of Yekatit, 2010 E.C. percentage of work planned is 102.21 and percentage of actual work achievement is 102%. Values of total work in percent is shown as 103.02%. Payment certified in percent is indicated as 98.94%.

2. INTRODUCTION

➤ **Overview on overall content of the Report**

The Construction Sector Transparency Initiative (CoST) seeks to improve transparency and accountability in publicly financed construction projects. CoST-Ethiopia has been trying to enable selected procuring entities to carry out the assurance process by themselves. Though some of the PE were successful on mainstreaming of assurance program, there are still a lot of PE who are still unable to successfully publicize project information.

Hence CoST-Ethiopia has requested professionals to compile project information, make verifications and prepare disclosure document that contains causes of concern. From building sector, university facility construction projects were selected for assurance process. Among them, Debremarkos university is a PE to which the AP who prepared this report is assigned for. This report is, therefore, a disclosure document that contains causes of concern found on the assurance process.

The AP has made site and PE main offices visits in two rounds. Project information were collected during those two trips. PE representatives were physically communicated and fruitful discussions were conceded. Though, the consultant representatives were not on site, they were communicated through telephones and email communications. The same holds true for contractors.

➤ **Objectives of the Assurance Process**

Main objectives of the assurance process are, as described in the executive summary part of this report, the Procuring Entities (PEs) are required to release project information on the selected projects. In order to ensure that the information released by the Procuring Entities is both accurate and available in a form that can easily be understood by the stakeholders, it is required to be verified and analyzed by experts of Assurance Professionals (AP) who are appointed by the National Multi – Stakeholder Group Executive Committee (NMSG-EC). The Assurance Professionals will carry out these activities and produce reports that will assist the NMSG-EC and other stakeholders to evaluate the level of transparency and governance of the relevant projects. The Assurance Professionals task has different phases; the AP collects information and verifies that the Project Information (PI) is both complete and accurate. Following this phase, the AP analyzes the disclosed data and interprets in to a report that will be more easily understood by the general public.

In general, the AP has to verify the source of the reports and has to confirm that the information is complete and accurate. Analysis shall be performed based on available information and causes of concern will be addressed to the general public in an intelligible manner.

➤ **Activities of the Assurance Process**

Preparation of work schedule

Right after signing of the contract agreement with CoST-Ethiopia, the professional has prepared a work schedule to perform the assurance process on a project to which assignment was made. The schedule has helped the professional to perform main activities of the process in a sequential manner. It also helps for monitoring status of mile stone activities.

Collection of Information and Data Verification

CoST-Ethiopia has given introduction letter to the AP. The same letter was taken to the PE by the AP. Out of the PE'S project manager and project officer, the AP has confirmed that the project officer has already resigned from the PE. Hence The AP has communicated the PE's project manager Ato Leta Hora for assurance of the subject project. The PE's procurement department head, Ato Getachew, has also been communicated. The consultant's representative and the contractors project manager was communicated both on telephone and emails. From the consultant's head office, Ato Getu and Ato Girma was communicated to collect information related to procurement of the contractor.

Succeeding to communications with concerned individuals from involving entities on project realization process, relevant documents such as bid invitation announcement document, technical evaluation reports, financial evaluation reports, latest monthly reports, pictures which shows current physical status of the project, contract document for design adaptation, contract document for construction supervision and contract document for physical construction were collected. Though few of them are still missing, information related to both the project cost and time changes were collected.

Highly relevant documents for assurance of the procurement process of the consultant is still missing. Furthermore, in comparison with CoST-Ethiopia disclosure format annexed with this report, documents which are mainly relevant for finding information regarding

- i) individual changes to the contract which affect the price and reasons for those changes
 - ii) individual changes to the contract which affect the work program and reasons for those changes
- are found to be incomplete.

Analysis to make informed judgments

Once data has been collected and verified, the AP has interpreted the disclosed data to make it more easily understood by the general public. The public is particularly concerned about getting ‘value for money’ in publically funded construction projects. From the data being released on cost, time and quality of the project under discussion, the AP has also made informed judgments. While making analysis, particular attention was paid to variations in cost and time. On the basis of such analysis, causes of concerns are highlighted in the report.

Preparation of Report

Preparation of this draft report, containing the collected data, verifications, analysis and causes of concern, is also part of key activities of the AP. The report, furthermore, comprises recommendations and conclusions to NMSG-EC. Based on feedback of the draft report, a final report incorporating all relevant comments obtained from multi-group stakeholders at different stages of the process will be prepared by the AP.

➤ Challenges of the assurance process

Two critical challenges, which has potentially delayed and affected the assurance process, are national strike and information accessibility problems. The country has faced a national strike in relation to political issues. As a consequence of the strike, it was really impossible to get transport access neither to the project site nor to the PE’s university location. Transport accessibility and social security was gained after stability of the nation’s political situation. Considerable delay was resulted from this national turmoil.

The other critical problem is, as usual, accessibility and unavailability of relevant IDS documents. Some of IDS documents were easily obtained just during the first round trip to the project. This relevant documents were obtained due to appreciable cooperation of the PE’s project manager, Ato Leta Hora.

List of relevant documents obtained effortlessly;

- Copy of change order documents related to cost of the project. About nine rounds of change orders have been given to the contractor. They encompass additions, omissions and new work orders. These documents are one of top priority documents for the assurance process.
- Copy of change order documents related to time program of the project. About four rounds of time extension documents were collected during the same site visit. They encompass different time extensions entitled to the contractor. These documents are also part of top priorities for the assurance process.
- Latest monthly report made by the consultant. The Latest monthly report received was for the month of ‘Yekatit’, 2010 E.C.
- Contract agreement made between the PE and consulting firm to perform Design Adaptation works. It is entitled as “**DESIGN AGREEMENT BETWEEN DEBRE MARKOS UNIVERSITY AND CONSTRUCTION DESIGN SHARE COMPANY FOR SITE ADAPATION WORKS OF SITE ADAPTATION LOT I (CAFETERIA, DORMITARY & CLASS ROOM BUILDINGS AT BURE CAMPUS)**”.
- Contract agreement made between the same consulting firm and the PE to get services on construction supervision and contract administration works. It is entitled as “**AGREEMENT BETWEEN DEBREMAROS UNIVERSITY AND CONSTRUCTION DESIGN SHARE COMPANY FOR SUPERVISION & CONTRACT ADMINISTRATION WORKS OF LOT 1 (Dormitory, Cafeteria and Class room) AT BURE CAMPUS**”.
- From the main agreement made for the works, between the PE and the contractor, main agreement pages and only copy of special conditions of the contract was availed. Complete copy was not availed by the PE for reasons related to copying each pages of such a huge document was simply tedious for them.

List of relevant documents obtained with effort; (These are documents obtained from the consulting firm head office with appreciable cooperation of Ato Getu)

- Scanned copy of bid invitation document. Means of advertisement could not be confirmed from the availed document as it is only a scanned A4 size paper. But it could be observed, from the usual trained and the way it was written on the scanned document, that it was announced on newspaper.

- Technical evaluation report; It is entitled as **“TECHICAL EVALUATION FOR LOT 1 CLASS ROOM, DORMITARY AND CAFTERIA FOR DEBREMARKOS UNIVERSITY AT BURE CAMPUS”**
- Financial evaluation report; It is entitled as **“FINANCIAL BID EVALUATION FOR DEBRE MARKOS UNIVERSITY DORMITARY, CLASS ROOM, CAFITERIA & KITCHEN LOUNDARY, 90M3 SEPTIC TANK AND SITE WORK (Lot 1)”**.

List of relevant document obtained with extra effort; (This is document obtained from the consulting firm head office with appreciable cooperation of Ato Girma)

- A complete copy of the main contract agreement document. It is an agreement signed between the PE and the contractor for the physical construction works. This document is a highly vital document for the assurance process by serving as a takeoff ground for analyzing individual changes to the main contract. It is entitled as; **“DEBRE MARKOS UNIVERSITY DORMITORY, CLASSROOM, LIBRARY, CAFTERIA, KITCHEN & ADMINISTRATION OFFICE BUILDING AT DEBREMARKOS”**

List of unavailable Documents;

- According to design and site adaptation agreement, one of the scope of services to be delivered by the consultant is Engineer’s Estimate. The PE has replied that the Engineers’ estimate was done by CDSCo and it can be found from the consultants’ head office. However, the figure could not be obtained from anywhere.
- It is quite clear that before going for procurement, feasibility studies are important for success of the project. The PE has mentioned that the project was just initiated based on the university’s strategic plan.
- The PE’s estimated budget for the project with major breakdowns was not found.
- The PE has replied that Letter of award is found at the consultant’s head office. But it could not be found.
- In reference to the consultant’s letter with no. 610/445/21/2009 dated on 09/02/2009, a total sum 52 days’ time extension was approved up to the date of lettering. Out of which 50 days were already approved earlier and 2 days were approved on currently analyzed attachment

with the referred letter. However, any document containing details of reasoning, analysis & justification of the already approved 50 days could not be obtained.

3. DISCLOSURE OF PROJECT INFORMATION

3.1 Project Overview

The project is owned by Debre Markos University. It is one of universities located in Amhara Regional State. Construction of the project is contractually named as “DEBREMARKOS UNIVERSITY DORMITARY, CLASSROOM, LIBRARY, LABORATORY, CAFTERIA, KITCHEN & ADMINISTRATION BUILDING AT DEBRE MARKOS PROJECT No D8-08/2006”. However, there are no LIBRARY, LABORATORY & ADMINISTRATION BUILDINGS in details of the BoQ. It looks it is an editorial error. The project is classified not road or water sectors but in Building Construction sector. Taking the capital Addis Ababa as a starting reference, the project is located at a distance of 413kms in the north west direction. It is specifically located in Amhara Regional State, West Gojam Zone at Bure town. In fact, the procuring entity head office is located in Debre Markos town in the university’s premises. Consultant for both design adaptation and construction supervision is “**Construction Design Share Company**”. According to information from monthly report, the consultants official name is changed to “**Ethiopian Construction Design & Supervision Works Corporation Building and Urban Design & Supervision Works Sector**”.

The project is funded by government budget. The project is intended to construct 7 dormitory blocks & laundry, 3 class room blocks, 1 cafeteria with kitchen and 2 septic tanks each with 90m3 capacity. The contractor, Yotek Construction Plc, has originally signed to construct the project in 600 days. However, there is a considerable time over run for different reasons mentioned in other part of this report. The project has also faced cost overrun.

3.2 Scope of the project

According the contract document cover page scope of the work is extended up to inclusion Laboratory and administration staff building. However, while referring to details of the project BoQ, scope of major works in the project are;

- Seven blocks of dormitory,

- Three Blocks of class rooms,
- One block of cafeteria and Kitchen,
- Seven Blocks of Laundry,
- Two septic tanks each with 90 cubic meter capacity

Under the general item, facilities to the Engineer and his staffs are included in the scope of the project. However, these facilities shall remain functional only till the project construction life time.

3.3 Socio Economic Benefits of the Project

One of fundamental document required during data collection is FS, made before decision on procurement of the project, was not found from PE. Hence 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 generally be said that it is very important in expanding the university's student intake capacity and opening of additional departments. Students completing high school programs from local communities will have a better opportunity to join university at their surroundings without need of going for far distance. The project will add to quantity and quality of students graduating each year as a country and particularly from Amhara region. As mentioned earlier on location of the project, when a large number of students will reside at Bure campus, it shall have an encouraging impact in developing socioeconomic condition of Bure town. It means a large number of basic necessities such as food preparation, stationary & hygiene keeping materials consumption and transportations to center of the town shall also create additional job opportunity to the surrounding local residents.

3.4 Undesired Impacts of the Project

The project does not have any EIA studies handed over on data collection. But from conversations made during site visit, it was understood that the land occupied for the campus expansion program and project construction, was originally a fertile land which had been farmed for long time back. Therefor when the project has come in to reality, production capacity of the

locality will be a bit affected adversely and also some local residents was subjected to relocation from their prior settlements.

3.5 Source Funding and Project Cost

Based on information from the PE's procurement head and the PE's project manager, source of funding for the project a government budget allocated to Debre Markos University. On the bid invitation paper, it is cited saying that "The Debre Markos University have funds with in the Employer's budget to be used for the procurement of Debre Markos university Expansion". This shall clearly confirm that it is funded by the university's budget financed by the Ethiopian Government.

Unfortunately, any document that shows a figurative amount of budget allocated for the project and engineering estimation figure are not available. But it could be understood from the contract document that the project total cost including 10% contingency and after 15% VAT is ETB 398,919,724.67 (Three Hundred Ninety-Eight Million Nine Hundred Nineteen Thousand Seven Hundred Twenty-Four and 67/100). The project cost before contingency and after 15% VAT is ETB 362,265,429.52 (Three Hundred Sixty-Two Million Two Hundred Sixty-Five Thousand Four Hundred Twenty-Nine and 52/100).

3.6 Project Duration

The project was signed on 1st June, 2015 GC. From Clause GCC 72.1 of SCC (special conditions of contract) and monthly report of the consultant, intended completion date for the whole work was 600 Calendar Days. Mobilization period was 21 Calendar days. The monthly report states that commencement date of the project is 27/10/2007 EC. As per the same report, the project intended completion date was 15/06/2009 EC.

Additional time given to the contractor is 24 calendar days. Extension of time approved so far is 288 Calendar days. Thus the report states that the revised completion date is 09/02/2010 EC. Nevertheless, the project is found to be extremely close to completion, the revised completion date has already passed and the project is not still handed over to the PE in a form of provisional acceptance at the month of 'Yekatit', 2010 EC.

4. DISCLOSURE OF PROCURMENT AND CONTRACT INFORMATION FOR ENGINEERING DESIGN & SITE ADAPTATION SERVICE

4.1 DISCLOSURE OF PROCURMENT INFORMATION

4.1.1 OVERVIEW OF THE PROCURMENT PROCESS

The service contract for design & site adaptation works was undertaken by the former CDSCo. Any document that shows the way how the design and site adaptation consultant was procured by the PE could not be obtained. The only formal information gained so far shows that since the consultant is governmental organization, the university has made selective bid procedure based on the PE's administrative council decision. Both the PE project manager and procurement head of the PE (head at the university level) was communicated regarding documents and stories on how the procurement was made. Yet, none of them has neither the procurement document nor knew the story behind.

Additional document obtained in relation to the design and site adaptation service is a contract agreement made between the two parties. The contract was signed by the employer on 30/03/15 GC. The agreement indicates that the General Conditions of contract of Public Procurement Agency (PPA) January, 2011 shall be deemed to form and be read and construed as part of the agreement. Hence, PPA Version 1 July, 2011 GC. shall serve as a ground reference for analysis of information. Scope services included in the agreement are final engineering design services, design reports, engineer's estimate and final document incorporating comments received on final design and tender documents.

4.1.2 VERIFICATION OF THE DISCLOSED PROCURMENT INFORMATION

4.1.2.1 COMPLETENESS OF THE DISCLOSED PROCURMENT INFORMATION

Completeness of the disclosed procurement information is compared against CoST-Ethiopia disclosure format. CoST disclosure format is annexed with this report. Therefore, completeness of the information is highly dependent on the disclosure format crucial information revealed by the PE. So long as any document showing the procurement process is assessed, the following missing information will come in to picture.

- Publication of request for proposal to the short listed bidders
- Bid collection, opening, evaluation and conclusion process or

- Any letter of order or minutes of meeting which could be substantial ground for the procuring entity to select the current consultant

While completeness of the consultant's procurement process is measured, information obtained from the PE can reasonably be taken as incomplete due to fundamentally missing information & documents.

4.1.2.2 ACCURACY OF THE DISCLOSED PROCURMENT INFORMATION

In order to keep all concerned parties on the same page and assure accuracy of the disclosed information, clarifications and missing document request had been sent to all. On the request made earlier, it was clearly stated that if no any reply is received, it shall be deemed that verification and analysis shall be made only on available documents and general professional knowledge.

No reply is made from concerned parties. Therefore, information disclosed in this report is accepted through their silence and will be considered as accurate. If any differing and new opinions and/or documents are gained, it shall be incorporated on the final report.

4.1.3 ANALYSIS OF THE DISCLOSED PROCURMENT INFORMATION

4.1.3.1 COMPLIENCE OF THE PROCURMENT PROCESS WITH THE RULES OF ADVERTISEMENT

There is no any advertisement document, to invite short list bidders was found. Or else, any minutes of meeting by which decision was made to select the current consultant was found. On the other hand, according to Section I, INSTRUCTION TO BIDDERS on clause 1.1, it is stated that

“The Public Body is the Contracting Authority for this procurement process and it is bound by the rules governing public procurement in the Federal Democratic Republic of Ethiopia. It has the **powers and duties** to conclude a Contract for the provision of Consultancy Services.”

and according to clause 1.2 of the same reference it is stated that,

“By the issue of this Request for Proposals the Public Body invites shortlisted Consultancy firms / organizations (hereinafter called the Consultants) to submit their Bid Proposals containing the Technical and Financial Proposals separately with a view to entering into Contract with the Public Body for the provision of Consultancy Services which general description is provided in the BDS. The Bid Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected Consultant. The Consultancy Services that are subject of this procurement

process are more particularly specified in Section 6, Terms of Reference upon the basis of the information supplied in and in accordance with this Request for Proposals.”

Based on the referred clauses, it can be judged that the AP cannot be certain to see the procurement process of advertisement is in compliance with regulations of PPA STANDARD BIDDING DOCUMENT (SBD) for Procurement of Consultancy Services REQUEST FOR PROPOSAL (RFP) NATIONAL COMPETITIVE BIDDING (NCB) Version 1, July 2011.

4.1.3.2 EFFICENCY OF THE PROCURMENT PROCESS

The time up on which the PE has invited consultants by sending request for proposal is not known. Dates of submission bid proposals, bid opening, bid evaluation and award of the contract are all missing. Hence, no any conclusion could be induced on time efficiency matters.

But then again, based on information on the contract agreement between the PE and consulting firm, 75 calendar days were given for the final design. The date up on which the engineer has successfully submitted his final design is still not known. But if it was done in the 75 days, it could be concluded that it was really efficient.

4.1.3.3 FAIRNESS OF THE PROCURMENT RULES ON PARTICIPATION

So as to judge on fairness of the procurement rules on participation, Amharic version of Public Procurement Manual ‘Hamle’ 2002 EC. and PPA STANDARD BIDDING DOCUMENT (SBD) for Procurement of Consultancy Services REQUEST FOR PROPOSAL (RFP) NATIONAL COMPETITIVE BIDDING (NCB) Version 1, July 2011 are taken as a reference frame. Henceforward, in reference to those frames, the procurement rules on participation are certainly fair.

4.1.3.4 TRANSPARENCY OF TENDER EVALUATION PROCESS

For the fact that no document that shows tender invitation, submission of proposals, tender opening, tender evaluation and award, the AP is unable to see any information that shows the tender process through which the consultant was selected is transparent.

4.1.3.5 OBJECTIVITY OF THE TENDER AND THE AWARD CRITERIA

The PE has already obtained the consultancy services for which it was desirous. The project has already been realized and is on the approach of provisional acceptance. As a result, the overall objectivity of the project was met. But, in a similar fashion with the item on 4.1.3.4, no one can say that the tender process has met its objectivity in the absence of the process itself.

Similarly, in the absence of any information on the whole tender process, no one can still say that the award criteria have successfully been met its objectivity and there by enabled the employer to get a consulting firm followed by a reasonable competition.

4.1.3.6 COMPTITIVENESS OF THE AWARD PRICE

Rendering to information on the consultancy service contract agreement between the PE and the consultant, the award price with which the consultant shall attend up to scope of service stated on contract is 1,059,937.75 (One Million Fifty-Nine Thousand Nine Hundred Thirty-Seven and 75/100) including 15% VAT.

The major services to be rendered by the consultant are;

- Architectural Design
- Structural Design
- Sanitary & Mechanical Design
- Electrical Design
- Design Report on each of the above
- Engineer's Estimation
- Preparation of Tender Document and
- Other additional services mentioned on the contract.

The period given for rendering those services is 75 calendar days. Therefore, taking scope the services (services not only for Bure campus but also Soil Investigation service for Debremarkos University main campus), the period given and mainly the cost breakdown presented by the consultant in to consideration, it could generally be concluded that the award prices is competent.

4.1.3.7 OVERVIEW OF THE CONTRACT MILE STONES

At the time of project information collection and reporting, the project is financially at a progress of 102%. As per the consultant's monthly report, completion would be at 103.02 %. There is no any information gained on actual cost & time related performance of the consultant. But, the PE has confirmed that there was no any cost, time and scope changes during design performance of the consultant.

4.2 DISCLOSURE OF CONTRACT INFORMATION FOR ENGINEERING DESIGN AND SITE ADAPTATION WORKS

4.2.1 OVERVIEW OF THE CONTRACT

The contract agreement between, the PE Debre Markos University and the consulting firm Construction Design Share Company, was signed on 06/03/15 GC by the consultant and on 30/03/15 GC by the PE. According to Special Conditions of Contract (SCC) attached with the agreement, clause GCC 27.1 the time period with in which the service has commenced was 7 days after signing the agreement. Clause GCC 28.1 also refers that intended completion date for the final design services is 75 Calendar days.

Scope services cited under the agreement are design services consisting of site adaptation to tender document preparation for Lot I (Cafeteria, Dormitory & Class Room Building at Bure campus and Soil Investigation for Lot II & III (Dormitory, Class Room & Library Buildings) at Debre Markos University.

The design shall take in to account;

- ✓ The data in pre-design stage
- ✓ Appropriate design standards and codes
- ✓ Municipal and other public body requirements
- ✓ The Best method of incorporating materials available in the project locations.

Details scope of services are already mentioned under item 4.1.3.6. But, the General Classifications of the service are

- ✓ Final Design (Sub Structure & Superstructure)
- ✓ Draft Tender Document

✓ Final Document.

4.2.2 ACCURECY OF THE DISCLOSED CONTRACT INFORMATION

It is quite clear that the disclosed contract information needs to be accurate. To make it accurate, information was requested from the PE. But nothing was gained in relation to the contract information of the consultant's design service. The only current source of information related with both procurement and contract information disclosed on this report is from the design adaptation contract agreement. Thus source of information used for contract information disclosure is the mutual agreement.

Though details on how the consultant has discharged its contractual obligations was not found, the PE has confirmed that there was no change on both cost and time of the design agreement. With the understanding that no any design consultancy related document was acquired from the PE, variance of information could not be substantiated. As a result, the PE's explanation confirms that no variances had happened.

Alternatively, the actual way by which the consultant has discharged its contractual responsibility is not known. The only thing known from the PE, is presence of design related change orders and time lost due to clarifications of ambiguities between different types of drawings. To end up to this point, the AP concludes that the way the consultant has actually served the PE was not either documented or not properly monitored by the PE.

4.2.3 ANALYSIS OF THE DISCLOSED CONTRACT INFORMATION

4.2.3.1 ISSUES RELATED TO THE CONTRACT PRICE

There is no any information that shows there is a change as compared to the original contract price. The PE has stated that it was done as per the contract. Due to this reason neither justification for price changes nor explanation of unjustified price changes to be included in the report.

4.2.3.2 ISSUES RELATED TO CONTRACT DURATION

There is no any information that shows there is a change as compared to the original contract duration. The PE has stated that it was done as per the contract. Due to this reason neither justification for duration changes nor explanation of unjustified duration changes to be included as part of this report.

4.2.3.3 ISSUES RELATED TO CONTRACT SCOPE

The actual manner by which the consultant has performed could not be found from the PE. Hence there is no any information that shows there is a change as compared to the original contract scope. The PE has stated that it was done as per the contract Due to this reason neither justification for scope changes nor explanation of unjustified scope changes to be included as part of this report.

5. DISCLOSURE OF PROCURMENT AND CONTRACT INFORMATION FOR CONSTRUCTION SUPERVISION & CONTRACT ADMINSTRATION SERVICE

5.1 DISCLOSURE OF PROCURMENT INFORMATION

5.1.1 OVERVIEW OF THE PROCURMENT PROCESS

The service contract for design & site adaptation works was undertaken by the former CDSCo currently named as Ethiopian Construction Design & Supervision Works Corporation Building and Urban Design & Supervision Works Sector. Any document that shows the way how the supervision consultant was procured by the PE could not be obtained. Both the PE project manager and procurement head of the PE (head at the university level) was communicated regarding documents and stories on how the procurement was made. Yet, none of them has neither the procurement document nor knew the story behind.

The only document obtained in relation to the design and site adaptation service is a contract agreement made between the two parties. The contract was signed by the consultant on 15/12/07 EC. The agreement indicates that the General Conditions of contract of Public Procurement Agency (PPA) July, 2011 shall be deemed to become as part of the agreement. Hence, PPA Version 1 July, 2011 GC. shall serve as a ground reference for analysis of information. Scope

services included in the agreement are construction supervision and contract administration works.

5.1.2 VERIFICATION OF THE DISCLOSED PROCURMENT INFORMATION

5.1.2.1 COMPLETENESS OF THE DISCLOSED PROCURMENT INFORMATION

Completeness of the disclosed procurement information is compared against CoST-Ethiopia disclosure format. CoST disclosure format is annexed with this report. Therefore, completeness of the information is highly dependent on the disclosure format crucial information revealed by the PE. So long as any document showing the procurement process is assessed, the following missing information will come in to picture.

- Publication of request for proposal to the short listed bidders
- Bid collection, opening, evaluation and conclusion process or
- Any letter of order or minutes of meeting which could be substantial ground for the procuring entity to select the current consultant

While completeness of the consultant's procurement process is measured, information obtained from the PE can reasonably be taken as incomplete due to fundamentally missing information & documents.

5.1.2.2 ACCURACY OF THE DISCLOSED PROCURMENT INFORMATION

In order to keep all concerned parties on the same page and assure accuracy of the disclosed information, clarifications and missing document request had been sent to all. On the request made earlier, it was clearly stated that if no any reply is received, it shall be deemed that verification and analysis will be made only on available documents and general professional knowledge.

No reply is made from concerned parties. Therefore, information disclosed in this report is accepted through their silence and will be considered as accurate. If any differing and new opinions and/or documents are gained, it shall be incorporated on the final report.

5.1.3 ANALYSIS OF THE DISCLOSED PROCURMENT INFORMATION

5.1.3.1 COMPLIANCE OF THE PROCURMENT PROCESS WITH THE RULES OF ADVERTISEMENT

There is no any advertisement document, to invite short list bidders was found. Or else, any minutes of meeting by which decision was made to select the current consultant was found. On the other hand, according to Section I, INSTRUCTION TO BIDDERS on clause 1.1, it is stated that

“The Public Body is the Contracting Authority for this procurement process and it is bound by the rules governing public procurement in the Federal Democratic Republic of Ethiopia. It has the **powers and duties** to conclude a Contract for the provision of Consultancy Services.”

and according to clause 1.2 of the same reference it is stated that,

“By the issue of this Request for Proposals the Public Body invites shortlisted Consultancy firms / organizations (hereinafter called the Consultants) to submit their Bid Proposals containing the Technical and Financial Proposals separately with a view to entering into Contract with the Public Body for the provision of Consultancy Services which general description is provided in the BDS. The Bid Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected Consultant. The Consultancy Services that are subject of this procurement process are more particularly specified in Section 6, Terms of Reference upon the basis of the information supplied in and in accordance with this Request for Proposals.”

Based on the referred clauses, it can be judged that the AP is unable to see that the procurement process of advertisement is in compliance with regulations of PPA STANDARD BIDDING DOCUMENT (SBD) for Procurement of Consultancy Services REQUEST FOR PROPOSAL (RFP) NATIONAL COMPETITIVE BIDDING (NCB) Version 1, July 2011.

5.1.3.2 EFFICENCY OF THE PROCURMENT PROCESS

The time up on which the PE has invited consultants by sending request for proposal is not known. Dates of submission bid proposals, bid opening, bid evaluation and award of the contract are all missing. Hence, no any conclusion could be induced on time efficiency matters.

But then again, based on information on the contract agreement between the PE and consulting firm, 600 calendar days were given for providing consultancy services. The project is still under construction and the contract time has exceeded by 64%. Even though the consultant was

assumed to serve for 600 calendar days, the consultancy service is still running for the extended period.

5.1.3.3 FAIRNESS OF THE PROCURMENT RULES ON PARTICIPATION

So as to judge on fairness of the procurement rules on participation, Amharic version of Public Procurement Manual 'Hamle' 2002 EC. and PPA STANDARD BIDDING DOCUMENT (SBD) for Procurement of Consultancy Services REQUEST FOR PROPOSAL (RFP) NATIONAL COMPETITIVE BIDDING (NCB) Version 1, July 2011 are taken as a reference frame. Henceforward, in reference to those frames, the procurement rules on participation are certainly fair.

5.1.3.4 TRANSPARENCY OF TENDER EVALUATION PROCESS

For the fact that no document that shows tender invitation, submission of proposals, tender opening, tender evaluation and award, the AP is unable to see any information that shows the tender process through which the consultant was selected is transparent.

5.1.3.5 OBJECTIVITY OF THE TENDER AND THE AWARD CRITERIA

The PE is still getting the consultancy services for which it is desirous. The project has already been realized and is on the approach of provisional acceptance. As a result, the overall objectivity of the project was met. But, in a similar fashion with the item on 4.1.3.4, no one can say that the tender process has met its objectivity in the absence of the process itself.

Similarly, in the absence of any information on the whole tender process, no one can still say that the award criteria have successfully been met its objectivity and there by enabled the employer to get a consulting firm followed by a reasonable competition.

5.1.3.6 COMPTITIVENESS OF THE AWARD PRICE

Rendering to information on the consultancy service contract agreement between the PE and the consultant, the award price with which the consultant shall attend up to scope of service stated on contract is ETB 71,000.00 (Seventy-One Thousand Only) including 15% VAT on monthly basis.

The major services to be rendered by the consultant are;

- Review of contractor's work program
- Checking setting outs
- Supervision and quality control
- Examining any approval
- Evaluating contractor's claims, disputes and time extensions
- Monitor progress of the work, prepare monthly and quarterly progress report
- Conduct regular site meetings to resolve any area of conflict and disputes
- Sanitary & Mechanical Design
- Other additional services mentioned on the contract.

The period given for rendering those services is 600 calendar days. Therefore, taking scope the services and mainly the cost breakdown presented by the consultant in to consideration, it could generally be concluded that the award prices is competent.

5.1.3.7 OVERVIEW OF THE CONTRACT MILE STONES

At the time of project information collection and reporting, the project is financially at a progress of 102%. As per the consultant's monthly report, completion would be at 103.02 %. Actual facts on the ground shows that the project has disrupted far beyond its originally intended construction life time limitation. But, one or the other way, the project at this stage is currently far enough to be close to provisional acceptance stage.

5.2 DISCLOSURE OF CONTRACT INFORMATION FOR CONSTRUCTION SUPERVISION AND CONTRACT ADMINISTRATION

5.2.1 OVERVIEW OF THE CONTRACT

The contract agreement between, the PE Debre Markos University and the consulting firm Construction Design Share Company, was signed on 25th June, 2015 GC. According to Special Conditions of Contract (SCC) attached with the agreement, clause GCC 27.1 the time period at which the service has commenced was site handover date the work contract. Clause GCC 28.1 also refers that intended completion date for the construction supervision & contract administration works is 600 calendar days with possible extension of the service time in case the project is not completed in the specified time frame.

Scope services cited under the agreement are construction supervision and contract administration services for Lot I (Cafeteria, Dormitory & Class Room Buildings) at Bure campus.

The supervision and quality control works shall include;

- ✓ Conduction of necessary inspections during sampling, testing and analysis.
- ✓ Inspecting materials delivered to the site weather it complies with specifications or not
- ✓ Checking the work is conducted according to drawings and specifications
- ✓ Review, approval of and issuing of measurements and payment certificates
- ✓ Advising, the procuring entity on the need for special inspection or testing other those reformed in the contract document

Details scope of services are already mentioned under item 4.1.3.6. But, the General Classifications of the service are

- ✓ Construction supervision works and
- ✓ Contract administration works.

5.2.2 ACCURECY OF THE DISCLOSED CONTRACT INFORMATION

It is quite clear that the disclosed contract information needs to be accurate. To make it accurate, missing information and points requiring clarifications were requested from the PE and the consultant. But no any reply was gained in relation to the requested clarifications and missing documents. The only current source of information related with both supervision and contract administration disclosed on this report is from the consultancy contract agreement, monthly report prepared by the consultant and construction work variation documents received from the PE.

With the understanding that no any reply for the missing documents and clarifications was acquired from the PE & the consultant, the AP is going to determine that the only occurred variance on the consultant's service is the extended service being given to the PE during periods beyond the 600calendar days.

To end up to this point, the AP concludes that the PE is already exposed to incurred service costs on periods exceeding the intended completion time.

5.2.3 ANALYSIS OF THE DISCLOSED CONTRACT INFORMATION

5.2.3.1 ISSUES RELATED TO THE CONTRACT PRICE

Basically the agreement made for supervision and contract administration services is on monthly bases and it is ETB 71,000.00 (Seventy-One Thousand only) including 15% VAT. There is no any change on both monthly services and contract price paid per month. The problematic part is when it becomes to the originally intended period for which the service was planned to be given and the actual period up to which the service is being given.

Monthly report of 'Yekati' 2010 EC indicates that additional time given is 24 calendar days and time extension approved is 288 calendar days, the sum of which becomes 312 calendar days. When the sum is turned in to months, the extended period is approximately 10.4 months. Therefore, it would be easy to understand that the PE has already lost 10.4months x 71,000 ETB/month = 738,400 ETB during those extended periods.

5.2.3.2 ISSUES RELATED TO CONTRACT DURATION

By means of the same reasoning given above, the original contract duration was 600 calendar days while the calculated one has become about 912 calendar days. Report for the month of 'Yekati' 2010 EC. shows even more days of delay and it is figuratively about 986 calendar days. Consequently, if delay on the report is referred, it becomes even more overdue duration. It can be concluded that the contract duration is more prolonged by 64.33%.

5.2.3.3 ISSUES RELATED TO CONTRACT SCOPE

It has already been concluded that the contract duration was prolonged beyond the original limitation by 64.33%. The extended duration shall have no any impact on scope of the work. In contrary to the extension, scope of the work remains as it was and unaffected throughout the whole stretched time period.

6. DISCLOSURE OF PROCURMENT AND CONTRACT INFORMATION FOR THE WORKS CONTRACT

6.1 DISCLOSURE OF PROCURMENT INFORMATION

6.1.1 OVERVIEW OF THE PROCURMENT PROCESS

The contract agreement for the works contract has been signed on June 1st, 2015 GC. between Debre Markos University and Yotek Construction Private Limited Company. Invitation to bid was announced on 05/03/2015 GC. Interested eligible bidders could purchase a complete set of bidding documents as of ‘Megabit’ 01, 2007 EC. Submission date of bid proposal was announced to be on **Miazza01, 2007 EC**. Building and General contractors whose grade is a category of BC-2/GC-3 & above with valid licenses were invited to take part in the bidding. Following the bid invitation announcement, 8 bidders had collected the bid document from CDSCo head office. It was only one bidder who has submitted his bid offer to the CDSCo. This contractor was evaluated both technically and financially to check for his responsiveness and acceptance by the PE. Lastly, the contract was awarded to Yotek Construction Private Limited company.

6.1.2 VERIFICATION OF THE DISCLOSED PROCURMENT INFORMATION

6.1.2.1 COMPLETENESS OF THE DISCLOSED PROCURMENT INFORMATION

Completeness compared against the disclosure format annexed to this report, it shall be highly dependent on documents released by the PE and the consultant, CDSCo. So long as most important documents showing the procurement process such as bid invitation announcement, number of bidders who purchased the bid, contractors who submitted their bid offer, technical evaluation documents and financial evaluation documents are found, it could be determined that the procurement disclosure information is complete. The only missing document is award letter. Since contract agreement and participation of only one contractor is known, the missed document does not significantly affect completeness of the disclosed procurement information.

6.1.2.2 ACCURACY OF THE DISCLOSED PROCURMENT INFORMATION

In order to keep all concerned parties on the same page and assure accuracy of the disclosed information, clarifications and missing document request had been sent to all. On the request made earlier, it was clearly stated that if no any reply is received, it shall be deemed that verification and analysis will be made only on available documents and general professional knowledge.

No reply is made from concerned parties. Therefore, information disclosed in this report is accepted through their silence and will be deemed as accurate. If any differing and new opinions and/or documents are gained, it shall be incorporated on the final report.

6.1.3 ANALYSIS OF THE DISCLOSED PROCUREMENT INFORMATION

6.1.3.1 COMPLIANCE OF THE PROCUREMENT PROCESS WITH THE RULES OF ADVERTISMENT

There is an evaluation methodology and criteria signed and attached to the contract agreement. The evaluation methodology and criteria is taken from **SBD-Works (NCB) – prepared by the PPA, Version 1 August, 2011 GC**. Henceforth, this document is reserved as a reference for assessing compliance of the procurement process with rules.

Announcement of the bid and contents inside the announcement are all in line with standard requirements. The validity period given was one month (30 days) and this shall also meet minimum requirement of PPA procurement manual 'Hamle' 2002 EC. 8 Bidders have collected the bid document. List of companies who collected the bid is not indicated in the bid evaluation report. It was only one bidder who has submitted his bid offers to the CDSCo. The consultant is also checked if there is any barrier that holds the bidders to submit their proposals, and has confirmed that there was nothing which discriminates one from the other during the tender process.

At this stage where only one bidder has submitted the bid proposal; though PPA 2011 procurement manual supports that fair competition should be encouraged, the competition encouragement cannot be achieved with one bidder. However, this may not be cause for whole bid rejection and going for re-bidding. But, instead of re-bidding and to proceed with the evaluation, at least the price offered by the bidder must be comparable to or less than market price (Engineer's Estimation) of the object procurement. Any written document that shows the comparison before proceeding with one bidder was not found. Clarification was also requested for this matter and no response is gained.

Therefore, the AP could not see while the procurement process has encouraged fair competition.

The bid opening date was 01/08/2007 EC. at CDSCo head office at the time cited on the bid invitation announcement. Attendants who attended the bid opening session are tabulated on annex- 2. Presence of the PE Representatives and the consultant representatives shall make the session to be in compliance with requirements.

SBD-Works (NCB) – prepared by the PPA, Version 1 August, 2011 GC indicates that the evaluation methodology and criteria are;

- ❖ Legal Qualification of the bidder
- ❖ Professional qualification and capability of the bidder

- ❖ Technical qualification, competence and experience of the Bidder
- ❖ Financial Standing of the bidder

Requirements against which the consultant has checked for technical responsiveness of the bidder are also tabulated and annexed with this report.

Requirements against which the consultant has checked for technical responsiveness of the bidder are annexed with this report. Tables found from the consultant's evaluation report and which shows legal qualifications (Table-2), bid security responsiveness (Table- 3) and financial standing of the bidders (Table-4) are all to be referred from annex-2

According to the information gained from the consultant's technical evaluation report, facts which the consultant has taken in to consideration for examining responsiveness of the contractors' technical qualification, competence and experience can also be referred from annex-2. However, few requirement details taken from evaluation criteria of the FPPA in comparison with what was obtained from the consultant's technical evaluation report are tabulated here under;

Table 6- Comparison of Bid Criteria

Factor	Requirements	Remark
1. Legal Qualification of the Bidder		
Registration in the PPA's suppliers list	Having been registered in the PPA's suppliers list in accordance with ITB clause 4.7	Not seen on the report
Debarred by the decision of PPA	Having not debarred by PPA in accordance with ITB clause 4.3	Not seen on the report
Valid Trade License or business organization registration	Having been submitted trade license or business organization issued by the country of establishment in accordance with ITB clause 4.6	Not seen on the report
Valid tax clearance certificate	Having been submitted valid tax clearance certificate issued by the tax authority in accordance with ITB	Not seen on the report

	clause 4.6	
2. Professional Qualifications and Capability of the Bidder		
Number of staffs	At least staffs currently working for the bidder	Not seen on the report
Personals for the key staffs	Staffs mentioned in sub-clause 2.1	Not seen on the report
3. Technical qualification, competence and experience of the bidder		
General & Specific Experience		Checked on the evaluation
Equipment for the implementation of the contract	As per requirements on PPA manuals and directives	Not seen on the report
4. Financial standing of the bidder		
Historical Financial performance	In accordance with clause 17	Checked on the evaluation
Average annual turn over	In accordance with clause 17	Checked on the evaluation

Due to some criterion information not seen on the bid evaluation report, the AP could not be certain to conclude that the procurement evaluation process was in compliance with SBD-Works (NCB) – prepared by the PPA, Version 1 August, 2011 GC requirements.

6.1.3.2 EFFICENCY OF THE PROCURMENT PROCESS

Invitation to bid was announced on 05/03/2015 GC. Collection of the bidding documents begins from Megabit 01, 2007 EC. Final Bid submission date was Miazia01, 2007 EC. Bid opening date was also the same date and time. Dates at which technical evaluation was concluded is on 16/08/2007 while the financial evaluation report was signed by reporters on 04/09/2007.

Therefore, from time line point of view, it can be concluded that the procurement process was efficient.

6.1.3.3 FAIRNESS OF THE PROCURMENT RULES ON PARTICIPATION

So as to judge on fairness of the procurement rules on participation, Amharic version of Public Procurement Manual 'Hamle' 2002 EC. and SBD-Works (NCB) – prepared by the PPA, Version 1 August, 2011 GC are taken as a reference frame. Henceforward, in reference to those frames, the procurement rules on participation are certainly fair. The contents of the invitation announcement document were also fair and inviting.

6.1.3.4 TRANSPARENCY OF TENDER EVALUATION PROCESS

Important tender documents such as bid invitation announcement, number of bidders who purchased the bid, contractors who submitted their bid offer, technical evaluation documents and financial evaluation documents are available, it could be determined that the tender evaluation process was transparent. Moreover, list of individuals who attended the session are already listed and found to be represented from all the three parties. The only missing information on the report is list of contractors who collected the bid but not submitted their offer. This missing list does not significantly affect transparency of the evaluation process. Subsequently, it can be said that the tender evaluation process was transparent.

6.1.3.5 OBJECTIVITY OF THE TENDER AND THE AWARD CRITERIA

As it was already mentioned under the item 6.1.3.1, there are important criterion which are a must meet requirement while nothing was mentioned in relation these points, on the tender evaluation report. These points are fundamental requirements to assure objectivity of the tender.

Having missed fundamentally a must meet requirement on the evaluation report, it cannot be concluded that the tender has successfully meet its objectivity in conjunction with award criteria.

6.1.3.6 COMPTITIVENESS OF THE AWARD PRICE

Any document containing engineering estimation of the consultant before the bid was announced or amount of budget kept by the PE a head of time was not acquired. **Therefore except professional conclusion relaying on inadequate data, nothing can be concluded about competitiveness of the award price.**

6.1.3.7 OVERVIEW OF THE CONTRACT MILE STONES

At the very beginning, the project was planned to be completed within 600 Calendar days at a contract price of ETB 365,654,295.15 (Three Hundred Sixty-Two Million Six Hundred Fifty-Four Thousand Two Hundred Ninety-Five and 15/100 cents) including 15% VAT. Practical fact on the ground has significantly varied. Particularly, the project construction life time has varied by far (by about 64 percent excessive). Cost of the project has also deviated from the original price by ETB 11,757,369.89 (Eleven Million Seven Hundred Fifty-Seven Thousand Three Hundred Sixty-Nine and 89/100 cents). The project has passed through nine rounds change orders and six rounds time extension measures.

6.2 DISCLOSURE OF CONTRACT INFORMATION FOR THE WORKS CONTRACT

6.2.1 OVERVIEW OF THE CONTRACT

The works contract has been signed on June 1st, 2015 GC. between Debre Markos University and Yotek Construction Private Limited Company. The contractor has signed the agreement to execute LOT I Cafeteria, Dormitory & Class Room buildings at Bure town. The PE has accepted the bid offered by the contractor for the execution and completion of such works with in 600 calendar days and remedying of any defects therein for the contract price if **ETB 365,654,295.15 (Three Hundred Sixty-Two Million Six Hundred Fifty-Four Thousand Two Hundred Ninety-Five and 15/100 cents) including 15% VAT.**

As stated by the BoQ, actual blocks listed to be carried out by the contractor are dormitory, Class rooms, Cafeteria & Kitchen, Laundry, 90m³ septic tanks and site works. About 986 days have already been elapsed so far and the overall current status of the project is 102.21 % in terms of financial progress. At completion, the project financial status will about 103.02%.

Up to date (till ‘Yekatit’ 2010 EC.) payment certified to the contractor is **ETB 358,805,287.54 (Three Hundred Fifty-Eight Million Eight Hundred Fifty-Eight Thousand Two Hundred Eighty-Seven and 54/100 Cents) including 15% VAT.** In line with SCC clause GCC 60.2 the amount of advance payment shall be 30 percent of the contract price with 15% VAT and it would be paid to the contractor in accordance with the universities budget. Practically the same amount, which is ETB 108,796,288.50 (One Hundred Eight Million Seven Hundred Ninety-Six Thousand Two Hundred Eighty-Eight and 50/100 cents) was effected to the contractor. An equal amount of advance repayment has been deducted from the contractor’s interim payments and 100 % is

already paid back to the PE. The contractor's performance bond expiry date is also prolonged up to 26/01/2011 EC and therefore it is still operative.

6.2.2 VERIFICATION OF THE DISCLOSED CONTRACT INFORMATION

6.2.2.1 COMPLETENESS OF THE DISCLOSED CONTRACT INFORMATION

Completeness of the disclosed information is measured relative to the CoST-Ethiopia disclosure format annexed with this report. When compared with the reference format, some information related to changes to the contract are still missing. This changes could be cost and/or time related changes. The PE & the consultant was requested for clarifications and missing documents on changes to the contract. Clarifications and availability of missing documents were already requested through email and telephones. But there is no one who has replied to the requests. Here are few of clarification requiring points and missing documents;

- a. **Clarification;** Reasons for & root cause of need for carrying out 1st round change order number 5233 is not clear from the document.
- b. **Clarification;** Reasons for & root cause of need for carrying out 3rd round change order number 6846 & 5477 is not clear from the document.
- c. **Clarification;** Reasons for & root cause of need for carrying out 4th round change order number 6602 & not numbered change order is not clear from the document.
- d. **Clarification;** Reasons for & root cause of need for carrying out 5th round change order number 5325 is not clear from the document. Moreover, the reason of keeping the addition and omission unit prices the same while the materials are significantly differing (Omitted aluminum and added metal) is not clear.
- e. **Clarification;** Reasons for & root cause of need for carrying out 6th & 7th round change order number 6131 & 6108,6680,6727 are not clear from the document.
- f. **Clarification;** The consulting firm is such a nationally renowned company to know that proper documentation and numbering of change order subject matters is highly vital so as to discharge contract administration responsibility. In contrary to this, it is not clear why two different change orders with the same numbering (both for the 4th & 5th Round) are established? Does that mean total number of change order encountered so far is still not known?

- g. **Clarification;** Reasons for & root cause of need for carrying out 9th round change order (addition) number 6634 is not clear from the document.
- h. **Missing Document;** In reference to the consultant's letter with no. 610/445/21/2009 dated on 09/02/2009, any document containing details of reasoning, analysis & justification of the already approved 50 days could not be obtained.
- i. **Clarification;** According to the consultant's letter with reference number 610/445/63/2009 dated on 28/07/2009 summary of the time extension analysis states that previously approved time extension is 82.4 days. It is not clear how the time extension dated before the reference date becomes 82.5 days.
- j. **Clarification;** According to the consultant's letter with reference number 610/445/63/2009 dated on 28/07/2009, due to rainfall (depth of which is about 7mm), 25 days were entitled to the contractor. Basically, the following four factors shall be taken in to consideration while analyzing delays related to rainfall.
 - i- Rainfall depth
 - ii- Rainfall Intensity Duration and time
 - iii- Justification for unexpectedness of the rainfall or deviation from norms known during signing the contract
 - iv- Nature of the works planned during the rain and actual works interrupted and remain uninterrupted (like in outdoor & indoor activities) by the rain.

Yet only the first factor was included in the consultant's analysis. What about others?

While comparing with CoST disclosure format, due to the above mentioned missing documents and clarifications, the AP is unable to conclude that the information is complete.

6.2.2.2 ACCURECY OF THE DISCLOSED CONTRACT INFORMATION

It is quite clear that the disclosed contract information needs to be accurate. To make it accurate, missing information and points requiring clarifications were requested from the PE and the consultant. But no any reply was gained in relation to the requested clarifications and missing documents. The only current source of information related with the works contract disclosed on this report is from the works contract agreement, monthly report prepared by the consultant,

change orders through which the project has passed, about four different time extensions entitled in different times, the engineer's agreement and bid process related documents. These documents were collected from the PE's project manager and the consultants head office.

With the understanding that no any reply for the missing documents and clarifications was acquired from the PE & the consultant, the AP is going to determine that both cost and time variances already faced by the project are accepted by all concerned parties.

Nevertheless, there some discrepancies among information obtained from variation documents. These discrepancies are two different variation orders with the same naming as change order no. 4 and two different variation orders with the same naming as change order no. 5. Therefore, information related to the change orders sequence is inaccurate.

6.2.3 ANALYSIS OF THE DISCLOSED CONTRACT INFORMATION

6.2.3.1 ISSUES RELATED TO THE CONTRACT PRICE

Basically the agreement made for the works contract was signed with a contract price of **ETB 365,654,295.15 (Three Hundred Sixty-Two Million Six Hundred Fifty-Four Thousand Two Hundred Ninety-Five and 15/100 cents) including 15% VAT**. As to the monthly report of 'Yekatit' 2010EC, cost of the project has also already varied from the original price by ETB 11,757,369.89 (Eleven Million Seven Hundred Fifty-Seven Thousand Three Hundred Sixty-Nine and 89/100 cents). This variation is exceedance calculated from project cost before contingency or excluding the 10% contingency.

There are nine change order documents understood from the PE.

- i) The first round change order has a reference number of 5233. The variation amount is ETB – 13,699,894.51. The negative sign is to mean it is saving. The variation has occurred as a result of additions and omissions found on all the seven dormitory blocks. However, the variation document found so far says nothing on root cause of this addition and omission.
- ii) The second round change order has a reference number of 5438. The variation amount is ETB +8,887,291.45. The variation has occurred as a result of additional work order given to the contractor. Root cause of this variation is that the PE was

desirous for construction of temporary student dormitory for 700 students with lower quality materials.

- iii) The third round change order has a reference number of 6846 & 5477. The 6846 variation order amount is ETB +1,888,474.00 before 15% VAT. It has happened on metal work item. The other one, 5477 has happened on dormitory blocks sanitary works. Its amount before 15% VAT is 1,640,263.00. Root cause of the first one is due to change on the size of metal window doors. However, root cause for the sanitary additions and omissions is not indicated on the revealed variation document.
- iv) The fourth round variation order is ETB 901,551,.95. It was faced on additional work order given in relation to electrical works for all the seven dormitory blocks. However, root cause for this variation is not mentioned on the variation document.
- v) There is again another variation order with the same naming as variation order number four. It has a reference number of 6602. It was due to additions and omissions faced on mechanical installation works. Actually, the variation is savings of ETB 951,182.25
- vi) The fifth round variation order is addition of about 770,345.56. This was due to additional roofing, sanitary and electrical work orders all on the seven blocks. However, root cause for the additions is not indicated on the revealed variation document.
- vii) There is again another variation order named as number five. This variation has a reference number 5325. It was due to omission of aluminum hand rail and addition of metal hand rail. The reason why the unit price was kept the same after changing aluminum to metal hand rail is not clear.
- viii) The six round variation order has a reference number of 6131. Its amount is ETB 1,696,860.42. It was due to additions and omissions. However, root cause for this variation is not mentioned on the variation document.
- ix) Variation order number seven has a reference number of 6108, 6608 & 6727. It has happened on the seven dormitory blocks and cafeteria with kitchen. Total amount of additions on this variation is ETB 4,928,257.15. It was due to additional work

order. However, root cause of this variation is not mentioned on the revealed variation document.

- x) The eighth round variation order is missing.
- xi) The ninth round variation order has a reference number of 6634. Its variation amount is ETB 8,488,892.24. It was due to introduction of additional work order for waste water drainage system and omission of two units of 90m³ septic tanks by adding two units of each 120m³ septic tanks. Root cause of this variation is not shown on the revealed document.

As it is shown above, essence of origination of the variations are not shown on the collected variation documents. Hence, except variation number two, the AP is unable to conclude that the variations remain correctly justified changes.

6.2.3.2 ISSUES RELATED TO CONTRACT DURATION

The signed agreement for the works contract duration was 600 calendar days. When equated with scope of the contract work, the originally allocated time was reasonable. In contrary to that the project duration is already extended and when calculated it has become about 912 calendar days. Report for the month of 'Yekatit' 2010 EC shows even more days of delay and it is figuratively about 986 calendar days. In reference to delay on the report, it becomes even more stretched duration. It can be concluded that the contract duration is more prolonged by 64.33%.

There are five rounds of time extensions that known from the collected documents of the project. The extension documents collected from the PE.

- i) The first round time extension is about 50 calendar days. A document that contains details of this time extension is not found. Request is already done but it is not yet replied.
- ii) The second round time extension was accepted by higher officials of the PE on 28/07/2009 EC. The number of days approved on this round is 2. It was justified that this time variation has happened due to discrepancy between site work septic tank drawings delay.
- iii) The third round time extension is not found.
- iv) The fourth round time extension was approved by higher officials of the university on 03/09/2009 EC. 127 Calendar days are entitled to the contractor during this round time extension analysis and justification periods. Delay in advance payment, design

modification of dormitory blocks, local security problems and delayed site handover are causes of the justifiable duration variations.

Out of the 127 days, due to rainfall (depth of which is about 7mm), 25 days were entitled to the contractor. Basically, the following four factors shall be taken in to consideration while analyzing delays related to rainfall.

- i- Rainfall depth
- ii- Rainfall Intensity Duration and time
- iii- Justification for unexpectedness of the rainfall or deviation from norms known during signing the contract
- iv- Nature of the works planned during the rain and actual works interrupted and remain uninterrupted (like in outdoor & indoor activities) by the rain.

Yet only the first factor was included in the consultant's analysis. Therefore, the AP is unable to find any information on other factors to judge on rightness of the consultant's extension analysis and justification.

- v) The fifth round time extension was approved by higher officials of the university on 11/01/2010 EC. 29 Calendar days are entitled to the contractor during this round time extension analysis and justification periods. Discrepancy between guard rail work order and drawings is cause of the duration variations.
- vi) The six round time extension was approved by higher officials of the university on 03/04/2010 EC. 36 Calendar days are entitled to the contractor during this round time extension analysis and justification periods. Delay works like waste water drainage line, waste water treatment, electric works like the lines, transformer, generator and solar panel installation were encountered. This has happened due to the fact that the working area was covered by maize farms.

Therefore, this delay is a justifiable variance.

6.2.3.3 ISSUES RELATED TO CONTRACT SCOPE

Along with the signed agreement for the works contract, scope of the project is referred from the BoQ list. Major scopes of the project are;

- ✓ Seven dormitory blocks

- ✓ Three class room blocks
- ✓ Cafeteria with kitchen
- ✓ Seven Laundry Blocks
- ✓ Two Septic tanks each with 90m³ capacity and
- ✓ Site work

In addition to the above project scopes, the contractor was ordered to construct temporary student's dormitory. It implies the scope was extended to construction of temporary student dormitory blocks.

The other change which happened to the scope was related to septic tanks. The signed agreement was to construct two 90m³ septic tanks. Capacity of the tanks is now changed to 120m³ for each tanks.

7. CONCLUSIONS AND RECOMMENDATIONS

7.1 CONCLUSIONS

Before the conclusion, it to be reminded that the following clarifications and missing documents were requested.

- a. **Clarification;** Reasons for & root cause of need for carrying out 1st round change order number 5233 is not clear from the document.
- b. **Clarification;** Reasons for & root cause of need for carrying out 3rd round change order number 6846 & 5477 is not clear from the document.
- c. **Clarification;** Reasons for & root cause of need for carrying out 4th round change order number 6602 & not numbered change order is not clear from the document.
- d. **Clarification;** Reasons for & root cause of need for carrying out 5th round change order number 5325 is not clear from the document. Moreover, the reason of keeping the addition and omission unit prices the same while the materials are significantly differing (Omitted aluminum and added metal) is not clear.
- e. **Clarification;** Reasons for & root cause of need for carrying out 6th & 7th round change order number 6131 & 6108,6680,6727 are not clear from the document.

- f. **Clarification;** It is not clear why two different change orders with the same numbering (both for the 4th & 5th Round) are established? Does that mean total number of change order encountered so far is still not known?
- g. **Missing Document;** In reference to the consultant's letter with no. 610/445/21/2009 dated on 09/02/2009, a total sum 52 days' time extension was approved up to the date of lettering. Out of which 50 days were already approved earlier and 2 days were approved on currently analyzed attachment with the referred letter. However, any document containing details of reasoning, analysis & justification of the already approved 50 days could not be obtained.
- h. **Clarification;** According to the consultant's letter with reference number 610/445/63/2009 dated on 28/07/2009 summary of the time extension analysis states that previously approved time extension is 82.4 days. It is not clear how the time extension dated before the reference date becomes 82.5 days.
- i. **Clarification;** Yet only the depth factor was included in the rainfall delay analysis. What about others?

Conclusions;

- ❖ It is quite clear that project information should be well documented and be kept with concerned bodies in an organized manner. The information should be accessible to all authorized individuals. On the contrary, the AP has found that either the information is not well organized & documented or readiness is not there to make them accessible. This will automatically lead to miss management. Typical examples from the findings are;
 - Two different variation orders with the same naming as change order no. 4
 - Two different variation orders with the same naming as change order no. 5
 - Out of the publicized time extension documents, all are with no any particular identification number except the fourth one.
- ❖ Although PPA 2011 procurement manual supports that fair competition should be encouraged, the competition encouragement cannot be achieved with one bidder. However, this may not be cause for whole bid rejection and going for re-bidding. But, instead of re-bidding and to proceed with the evaluation, at least the price offered by the bidder must be comparable to or less than market price

(Engineer's Estimation) of the object procurement. Any written document that shows the comparison before proceeding with one bidder was not found. Therefore, it can be concluded that the procurement process did not encourage fair competition.

- ❖ Due to some criterion not seen on the bid evaluation report, it would be possible to conclude that the procurement evaluation process was not in compliance with SBD-Works (NCB) – prepared by the PPA, Version 1 August, 2011 GC requirements.
- ❖ As it is shown above, essence of origination of the change orders are not shown on the collected variation documents. Request was made to find root causes of the change orders. No one has answered to the request. Hence, except change order number two, all others remain unjustified.
- ❖ While justifying rainfall causing delays, factors such as the rain fall depth, rainfall intensity duration and time, justification for unexpectedness of the rainfall or deviation from norms known and nature of the works planned during the rain & actual works interrupted with uninterrupted ones (like in outdoor & indoor activities) should have been considered. Yet only the first factor was included in the consultant's analysis. Therefore, the AP considers rainfall causing time variation as properly unjustified variation.
- ❖ AP records that like trainings given for disclosure mainstreaming at PE level, another special training must be given on contract administration and information documentation and management.

7.2 ISSUES RECOMMENDED FOR FURTHER REVIEW

The AP would like to recommend that the following highlighted issues are advisable for further reviews.

- ✓ All missing documents must be availed by concerned bodies. Points for which clarifications are requested should be replied.
- ✓ Procurement method of the consultant both for design adaptation and construction supervision works should be studied further.
- ✓ The bid evaluation criterion used on procurement of the contractor for the main works needs to be focused on and studied.

- ✓ The contract duration has exceeded by 64%. This is a significant variation. Right after accessing all time extension claims, analysis and justification documents with all attached relevant evidences are advised for further examination.
- ✓ There are a number of change orders. The reasons can easily be known. However, the root cause for the reasons to happen needs additional assessment.

ANNEX 1- DISCLOSURE OF PROCUREMENT & CONTRCT INFORMATION (44 ITEMS)

PART 1 - PROCUREMENT INFORMATION (30 ITEMS)				
PHASE	ITEMS OF DISCLOSURE	CONSTRUCTIO N	DESIGN	SUPERVISIO N
PROCURE MENT	Date of disclosure	17 July, 2018 GC	17 July, 2018 GC	17 July, 2018 GC
	Contract title	Construction of Debre markos	Design agreement	Agreement Between Debre

INFORMATION (30 ITEMS)		University dormitory, classroom & cafeteria with kitchen buildings.	between Debre Markos University & CDSCo for Site Adaptation works of Site adaptation Lot I (Cafeteria, Dormitory & Class Rooms at Bure Campus)	Markos University and CDSCo for Supervision & Contract Administration of Lot I (Cafeteria, Dormitory & Class Rooms) at Bure Campus
	Location	Amhara Regional State, West Gojam Zone at Bure town	Amhara Regional State, West Gojam Zone at Bure town	Amhara Regional State, West Gojam Zone at Bure town
	Procuring entity	Debre Markos University	Debre Markos University	Debre Markos University
	Source for further information	Name; Ato Leta Hora Position: Debremarkos University project manager Tel: -058-178-00-04 Mob: +251916587621 Email:	Name; Ato Leta Hora Position: Debremarkos University project manager Tel: -058-178-00-04 Mob: +251916587621 Email: Ato Getu & Ato Girma	Name; Ato Leta Hora Position: Debremarkos University project manager Tel: -058-178-00-04 Mob: +251916587621 Email: Ato Getu & Ato Girma

		CDSCo Tel: +251114420959 Mob: +251911618338	CDSCo Tel: +251114420959 Mob: +251911618338
Date of procurement notice	05/03/2015 GC	NA	NA
Floating period of the procurement notice	30 days	NA	NA
Media used for procurement notice	News Paper	NA	NA
Method of procurement	Open Bid	NA	NA
Type of Procurement	Works	Consultancy service	Consultancy service
Procurement procedure	NCB	RFP	RFP
Evaluation criteria	Least Bidder for technically responsive bidders	NA	NA
Type of contract & project delivery method	Admeasurement Contract	Lump sum Contract	Time based contract (monthly)
Type & Amount of bid security	Bank Guarantee ETB 500,000.00	NA	NA
Content of any complaint lodged	NA	NA	NA
Engineer's estimate	NA	NA	NA
Date of bid opening	'Miazia' 01, 2007 EC	NA	NA
Number of bidders: Participated, rejected and declined to submit	One	NA	NA
Awarded firm/contracting firm	Yotek Construction	CDSCo	CDSCo

	Plc		
Date of contract award	NA	NA	NA
Award price/original contract price	362,654,295.15 ETB	1,059,937.75 ETB	71,000 ETB per month
Contract security type and amount	Conditional Insurance Bond & 10% of the contract price	NA	NA
Date of contract signing	1 st June, 2015 GC	30/03/15 EC	25 th June, 2015
Contract scope	<ul style="list-style-type: none"> • Seven blocks of dormitory, • Three Blocks of class rooms, • One block of cafeteria and Kitchen, • Seven Blocks of Laundry, • Two septic tanks each with 90 cubic meter capacity 	<ul style="list-style-type: none"> • Final Design (Sub Structure & Superstructure) • Draft Tender Document • Final Document 	<ul style="list-style-type: none"> • Construction supervision • Contract Administration
Description of contract & Contract components	Construction of Debre markos University dormitory, classroom & cafeteria with kitchen buildings.	Design agreement between Debre Markos University & CDSCo for Site Adaptation works of Site	Agreement Between Debre Markos University and CDSCo for Supervision & Contract Administration

			adaptation Lot I (Cafeteria, Dormitory & Class Rooms)	of Lot I (Cafeteria, Dormitory & Class Rooms)
	Contract administration entity	Debre Markos University Project Management & CDSCo	Debre Markos University Project Management & CDSCo	Debre Markos University Project Management & CDSCo
	Contract duration	600 calendar Days	75 calendar Days	600 calendar Days
	Contract start date	27/10/2007 EC	06/04/15 GC	27/10/2007 EC
	Intended completion date	15/06/2009 EC	20/06/15 GC	15/06/2009 EC

PART 2 - CONTRACT IMPLEMENTATION (14 ITEMS)

CONTRACT IMPLEMENTATION (14	Contract status (ongoing (% progress), terminated, completed)	Ongoing, 102%	Completed, 100%	Ongoing, 102%
	completion date (Revised, projected, Actual)	09/02/2010 EC (from monthly report)	NA	09/02/2010 EC (from monthly report)
	Changes to contract duration with Reason	386 Calendar days due to different reasons stated in the report	NA	386 Calendar days due to different reasons stated in the report
	Amount of Liquidated Damage if applied (Penalty for delay)	NA	NA	NA
	Contract price (Revised,	374,411,665.0	1,059,937.75 ETB	71,000 ETB per

ITEMS)	projected, Actual)	4 ETB (revised)	(Actual)	month (Actual)
	Changes to contract price with reason	11,757,369.89 ETB	NA	10.4months x 71,000 ETB/month= 738,400 ETB
	Scope at completion	<ul style="list-style-type: none"> • Seven blocks of dormitory, • Three Blocks of class rooms, • One block of cafeteria and Kitchen, • Seven Blocks of Laundry • Two septic tanks each with 120 cubic meter capacity 	<ul style="list-style-type: none"> • Final Design (Sub Structure & Superstructure) • Draft Tender Document • Final Document 	<ul style="list-style-type: none"> • Construction supervision • Contract Administration
	Changes to contract scope with reason	The 90m3 septic tank is changed to 120m3 and temporary student	NA	NA

		dormitory was added.		
	Total payment effected	358,805,287.54 ETB	NA	NA
	warranty type and description	NA	NA	NA
	Details of Termination if applied	NA	NA	NA
	Safety Measures (accident & death)	NA	NA	NA
	Quality of work (very good, good, inferior, impossible to comment)	Good	Good	Good
	Disputed issues & Award details	NA	NA	NA

PART 3- DISCLOSURE OF PROJECT INFORMATION (26 ITEMS)

PRELIMINARY PROJECT INFORMATION (18 ITEMS)	Date of disclosure	18 June, 2018 GC
	Project owner	Debre Markos University
	Project name	Debremarkos University dormitory, classroom & cafeteria with kitchen buildings at Bure Campus
	Sector, subsector	Building
	Source for further information	Name; Ato Leta Hora Position: Debremarkos University project manager Tel: -058-178-00-04 Mob: +251916587621 Email:
	Project Location	Amhara Regional State, West Gojam Zone at Bure town
	Purpose	Expansion of Debre Markos University
	Project description	Construction of Debremarkos

		University dormitory, classroom & cafeteria with kitchen buildings.
	Original Project Scope	Seven blocks of dormitory, Three Blocks of class rooms, One block of cafeteria and Kitchen, Seven Blocks of Laundry, Two septic tanks each with 120 cubic meter capacity
	Project Components	Seven blocks of dormitory, Three Blocks of class rooms, One block of cafeteria and Kitchen, Seven Blocks of Laundry, Two septic tanks each with 120 cubic meter capacity And temporary student dormitory
	Environmental impact	NA
	land & settlement impact	NA
	Estimated budget of the project with breakdown of components	NA
	Funding sources	Government Budget
	Project budget approval date	NA
	Project start date (planned, actual)	27/10/2007 EC
	Planned/ Original duration for completing the whole project	600 Calendar days
	Planned/Original cost of the project	Seven blocks of dormitory, Three Blocks of class rooms, One block of cafeteria and Kitchen, Seven Blocks of Laundry, Two septic tanks each with 90 cubic
P R	Cost of the project at completion	NA

OBJECT INFORMATION AT COMPLETION (8 ITEMS)	changes of project cost with reason	11,757,369.89 ETB and it is due to different change orders
	Project completion date (Revised, projected, actual)	374,411,665.04 ETB (revised on 'Yekatit' 2010 EC)
	Actual duration for completing the whole project	986 Calendar days (revised on 'Yekatit' 2010 EC)
	changes of project duration with reason	386 Calendar days due to different time extensions
	Project Scope at completion	Seven blocks of dormitory, Three Blocks of class rooms, One block of cafeteria and Kitchen, Seven Blocks of Laundry, Two septic tanks each with 120 cubic meter capacity Temporary student dormitory
	changes of project scope with reason	30m3 capacity to each 90 m3 septic tank & temporary student dormitory was added following the employer's interest
	Reference to documents for disclosure upon request (reactive disclosure)	Invitation, Bid, contract, variation, time extension and monthly reports.

ANNEX 2 - TABLES SHOWING DATA FROM BID EVALUATION REPORT

Table 1- List of Bid Attendants

No.	Name	Company	Remark
1	Tesfahun Abebe	PE	
2	Asregid Melese	PE	
3	Girma Lemlem	Consultant	
4	Bekele Wakjira	Consultant	
5	Tesfaye Abdeta	Yotek	

Table 2 -Legal Qualification of the Bidder

Item No.	Bidders Name	Bids Signed & Sealed	Responsiveness
1	Yotek Construction Plc	Yes	Responsive

Table 3 -Bid Security by type & Responsiveness

Item No.	Bidders Name	Bid Security Type	Required Amount	Submitted	Responsiveness Type	Addressed to	Responsiveness for the address
1	Yotek Construction Plc	Bank Guarantee	500,000.00	500,000.00	R	Employer & for the project	R

Table 4 - Financial Standing of the Bidder

Year	Submitted Annual Turnover (ETB)	Average	Requirement Average (ETB)	Required Evidence Auditor's Report	Declaration from Revenue Agency	Responsiveness
2006	763,227,596.00	465,087,502.60	170,000,000.00	Yes	-	R
2005	560,686,748.00				-	
2004	435,526,353.00				-	
2003	288,048,041.00				-	
2002	277,948,775.00				-	

Table 5 - Technical Qualification, Competence and Experience of the Bidder

Item No.	Project Name	Minimum Required Value	Submitted project value	Employer's supporting document for Good	Responsiveness
1	Arbaminch	170,000,000.	171,559,473.	Yes	R

	University main Campus Expansion	00	05		
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ANNEX 3 - LIST OF AVAILABLE & MISSING DOCUMENTS

No.	Project Stage	Document Type	Document Availability	Remarks
1	Project Identification	Project feasibility study	Not available	
2	Project Budget	Project budget procurement & request plan	Not available	
		Project budget estimation document	Not available	
		Engineers estimation	Not available	
3	Procurement Process Documents			
3.1	Design and Site Adaptation consultant	Notice of Request for proposal	Not available	
		Tender Evaluation Report – Technical	Not available	

		Tender Evaluation Report - Financial/combined	Not available	
3.2	Supervision Consultant	Notice of Request for proposal	Not available	
		Tender Evaluation Report – Technical	Not available	
		Tender Evaluation Report - Financial/combined	Not available	
3.3	Contract Works	Notice to invitation	Available	
		List of contractor’s collected the bid	Not available	
		Bid technical evaluation report	Available	
		Bid Financial Evaluation Report	Available	
		Letter of award	Not available	
4	CONTRACT INFORMATION DOCUMENTS			
4.1	Design and Site Adaptation consultant	Contract Agreement	Available	
		Documents on changes to cost	Not available	
		Documents on changes to time	Not available	
		Documents on changes to scope	Not available	
		Design report that contains engineers estimation	Not available	
		Payments actually effected for the service rendered	Not available	
4.2	Supervision consultant	Contract Agreement	Available	
		Documents on changes to cost	Available	
		Documents on changes to time	Available	
		Documents on changes to scope	Not available	
		Payments actually effected for the service rendered	Not available	
4.3	Main Works (Contractor)	Contract Agreement		
		Changes to contract cost	Partially available	Missing documents & information on

				this are elaborated in the report
		Documents on changes to time		Missing documents & information on this are elaborated in the report
		Documents on changes to scope	Available	
		Latest monthly report	Available	
		Latest revised work program	Not Available	
		Last Payment certificate	Not Available	
		Time extension approval of the PE	Available	
		Change order approval of the PE	Not Available	