



## **Construction Sector Transparency Initiative – Ethiopia (CoST – Ethiopia)**

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

### **STAFF LOUNGE**

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## LIST OF ACRONYMS

AC	After Checking
AP	Assurance Professional
BC	Building Contractor
B.C.	Before Checking
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
R	Responsive
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; **Debere Markos University Staff Lounge Building at Debre Markos, Project No. D8-028/2005**

Location of the Project; **The project is located in Amhara Regional State, West Gojam, in Debre Markos town at a distance of 300km 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. Construction supervision and contract administration contracts are signed with CDSCo. Contract for the project construction was signed with a local contractor named as Tamirat Temesgen Building Contractor Construction Plc.

- Design works contract;

Design work was agreed between the PE and Construction Design Share Company (CDSCo). It was entered in to a contract agreement on November 28<sup>th</sup>, 2014 GC. Total period of 60 calendar days for preliminary design and 45 calendar days for final design were given to the consultant. The PE has agreed to pay 956,663.81 ETB including 15% VAT.

- Construction Supervision contract;



Construction Supervision and contract administration works was agreed and signed by the consultant on 15<sup>th</sup> Nehasse, 2007 EC. It was made between the PE and the same consultant, CDSCo. The PE has agreed to pay the consultant 55,000 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;

Following desire of Debre Markos University to have a Staff Lounge building which would be constructed at Debre Markos University premises, different contractors have shown their interests. For this bid local contractors of category GC 5 or BC 4 and above were invited for the first time to submit qualification information and competitive bids for construction of the subject project.

Thirteen bidders had collected the bid documents from CDSCo head office. Out of the thirteen, only five bidders have submitted their qualification information and bid offers to the CDSCo head office. Documents of the five bidders were checked for their responsiveness to the requirements of eligibility information. Out of the five, one contractor was not technically responsive. Therefore only four of them were qualified for the financial evaluation process. A contractor who has offered least price was selected and ultimately Tamirat Temesgen Building Contractor was found to be the least bidder and hence awarded for.

Construction agreement was made between the PE and Tamirat Temesgen Building Contractor. Date of signing the contract was 18/10/2007E.C. Contract value of the main agreement is 50,094,290.95 ETB (Fifty Million Ninety-Four Thousand Two Hundred Ninety and 95/100 cents). Total period of the contract time was originally 365 calendar days. This period was extended by more than 160% for different reasons. Four 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 5,999,566.40 from the originally signed amount. Variations 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 100.00 and percentage of actual work achievement is 92.98%. Payment certified in percent is indicated as 85.41%.

Poor documentation practice is core problem the assurance process. It has come in to picture as one of the main causes of concerns. Due to this reason, the only nothing known about procurement of the consultant is that it was made on selective bid procedures following the administrative council decision. While procuring the contractor for main works, any information in relation to professional staff, equipment necessary for the work and other eligibility requirements such as FPPA registration was not found in the technical evaluation criteria.

However, on some of time extension analysis and justification documents, technical approach by which additional time was given following some variations is just by proportioning financial value of the work with period and cost of already existing and schedule work items on the main work program. This approach does not enable us to see the effect of the variation work on critical path tasks. Additional time given for rainy seasons was also justified by only taking depth factor of the rain while it was supposed to consider other factor such as duration, time, return period and nature of the work planned to be executed during that time. It could generally be said that major contract administration documents of this project was not found and as a result of which it has become difficult to make sure that the contract administration works were carefully managed and handled.

## 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.

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 time program of the project. About three rounds of time extension documents were collected during the same site visit. They encompass different time extensions entitled to the contractor. These documents are 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 same consulting firm and the PE to get services on construction supervision and contract administration works. It is entitled as **“AGREEMENT BETWEEN DEBREMARKOS UNIVERSITY AND CONSTRUCTION DESIGN SHARE COMPANY FOR SUPERVISION & CONTRACT ADMINISTRATION OF STAFF LOUNGE BUILDING (LOT1I) AT DEBRE MARKOS.**
- 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 DEBRE MARKOS UNIVERSITY STAFF LOUNGE BUILDING (LOT2) AT DEBRE MARKOS”**.
- Financial evaluation report; It is entitled as **“FINANCIAL EVALUATION OF STAFF LOUNGE (LOT 2) FOR DEBRE MARKOS UNIVERSITY AT DEBRE MARKOS”**.

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; **“DEBERE MARKOS UNIVERSITY STAFF LOUNGE BUILDING AT DEBRE MARKOS, PROJECT NO. D8-028/2005”**
- Agreement for design works of the building.
- Time extension analysis and justification documents for the entitled contract duration elongation.
- Change order documents related with project cost.

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.

### 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 “**DEBERE MARKOS UNIVERSITY STAFF LOUNGE BUILDING AT DEBRE MARKOS, PROJECT NO. D8-028/2005**”. 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 300kms in the north west direction. It is specifically located in Amhara Regional State, West Gojam Zone at Debre Markos town. In fact, the procuring entity head office is located in Debre Markos town in the university’s premises. Consultant for 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 a standard staff lounge and meeting hall for its staffs. The meeting hall can accommodate up to 200 seats. The contractor, Tamirat Temesgen Building Contractor, has originally signed to construct the project in 365 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

Referring to details of the project BoQ, scope of major works in the project are;

- Staff Lounge
- Site Work

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 vital for the universities staffs to get lounge services in a quality building. It has also a meeting hall in which conferences & gatherings for different reasons can be carried.

#### 3.4 Undesired Impacts of the Project

The project does not have any EIA studies handed over on data collection. The project construction site is inside the universities locations. Thus, the AP did not observe any general undesired impact of the project.

#### 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 55,103,720.05 (Fifty-Five Million One Hundred Three Thousands Seven Hundred Twenty and 05/100 cents).

#### 3.6 Project Duration

The project was signed on 18/10/2007 EC. 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 365 Calendar Days. Mobilization period was 21 Calendar days. The monthly report states that commencement date of the project is 09/11/2007 EC. As per the same report, the project intended completion date was 08/11/2008 EC.

Additional time given to the contractor is 72 calendar days. Extension of time approved so far is 511 Calendar days. Thus the report states that the revised completion date is 24/01/2010 EC. Nevertheless, the project is found to be 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

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 documents obtained in relation to the project design consultant procurement are the bid invitation and evaluation report. The evaluation report states that the bid document was prepared by CDSCO. Both technical evaluation and financial evaluation process was done by the same company. Moreover, the bid announcement document shows that the interested bidders could collect the bid documents and submit their qualification proposals with offers to the same firm. It was also opened at the same place. Therefore, it is confirmed that the design was also made by the same institution.

###### 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. Right after re-communicating the PE, new information gained additionally are included in this report.

#### 4.1.3 ANALYSIS OF THE DISCLOSED PROCURMENT INFORMATION

##### 4.1.3.1 COMPLIANCE OF THE PROCURMENT PROCESS WITH THE RULES OF ADVERTISMENT

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, award of the contract and above all a contract agreement for the design services are all missing. Time given to the consultant to complete the design work is not known. Hence, no any conclusion could be induced on time efficiency matters.

#### 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 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, award and contract agreement, 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 project completion. 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

As mentioned on item 4.1.3.4 above, there are a number of fundamental documents of this project that are not stilled accessible to the AP. This shall result in induction of no capability to know and check for competitiveness of the price in the nonexistence of the price amount it self.

#### 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 92.98%. As per the consultant's monthly report, completion would be at 100 %. 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 agreement between, the PE Debre Markos University and the consulting firm Construction Design Share Company, was entered in to a contract on November 28<sup>th</sup>, 2014 GC. According to Special Conditions of Contract (SCC) attached with the agreement, clause GCC 27.2 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 preliminary design was 60 Calendar days and for final design services was 45 Calendar days.

#### 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 could not be certain on the fact that the way the consultant has actually served the PE was properly documented and 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 discovered document that shows the design service contract price and changes 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 discovered document that shows the design service contract duration and changes 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

There is no any discovered document that shows the design service contract scope and changes 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 ADMINISTRATION 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. Except the selective bid procedure based on the administration council decision, 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.

#### 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 could not get enough information to conclude 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 EFFICIENCY 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, 365 calendar days were given for providing consultancy services. The project is still under construction and the contract time has exceeded by 160%. Even though the consultant was assumed to serve for 365 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 completion. 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 55,000.00 (Fifty-Five 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

The period given for rendering those services is 365 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 92.98%. As per the consultant's monthly report, completion would be at 100 %. 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 its completion.

## 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 15/12/07 EC. 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 365 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 Staff Lounge & Its site works under Lot II.

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 365 calendar 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 55,000.00 (Fifty-Five 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 time extension approved is 413 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 **13.77months x 55,000 ETB/month = 757,350 ETB during those extended periods.**

### 5.2.3.2 ISSUES RELATED TO CONTRACT DURATION

By referring to the same contract given above, the original contract duration was 365 calendar days. Report for the month of ‘Yekatit’ 2010 EC. shows 413 days of delay and it has exceeded the contract limit by 160 percent.

#### 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 160%. 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 18/10/2007 EC between Debre Markos University and Tamirat Temesgen Building Contractor. Invitation to bid was announced on 20/04/2015GC. Interested eligible bidders could purchase a complete set of bidding documents as of ‘**Miazia**’ 13, 2007 EC. Submission date of bid proposal was announced to be on ‘**Ginbot**’ 13, 2007 EC. Building and General contractors whose grade is a category of BC-4/GC-5 & above with valid licenses were invited to take part in the bidding. Following the bid invitation announcement, 13 bidders had collected the bid document from CDSCo head office. It was five bidders who have submitted their bid offer to the CDSCo. One was technically rejected for wrongly addressed bid security statement. The remaining four contractors were evaluated both technically and financially to check for their responsiveness and acceptance by the PE. Lastly, Tamirat Temesgen Building Contractor was the least bidder out all the four financially computing contractors and therefore the contract was awarded to this contractor.

#### 6.1.2 VERIFICATION OF THE DISCLOSED PROCURMENT INFORMATION

##### 6.1.2.1 COMPLETENESS OF THE DISCLOSED PROCURMENT INFORMATION

Completeness against the disclosure format information annexed with of this Report, 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 the evaluation process are disclosed, 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.

#### 6.1.3 ANALYSIS OF THE DISCLOSED PROCURMENT INFORMATION

##### 6.1.3.1 COMPLIANCE OF THE PROCURMENT PROCESS WITH THE RULES OF ADVERTISEMENT

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. 13 Bidders have collected the bid document. List of companies who collected the bid is not indicated in the bid evaluation report.

Only five bidders have submitted their bid qualification proposal and financial offer. Adam Construction Plc was technically rejected for wrongly addressed bid security statement. The remaining four contractors were evaluated both technically and financially to check for their responsiveness and acceptance by the PE. Lastly, Tamirat Temesgen Building Contractor was the least bidder and therefore the contract was awarded to this company.

**Therefore, it can be concluded that the procurement process has definitely encouraged fair competition.**

The bid opening date was 13/09/2007EC. at CDSCo head office at 4:30 local time. 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 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
<b>1. Legal Qualification of the Bidder</b>		
Registration in the PPA’s	Having been registered in the PPA’s	Not seen on the

suppliers list	suppliers list in accordance with ITB clause 4.7	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 clause 4.6	Not seen on the report
<b>2. Professional Qualifications and Capability of the Bidder</b>		
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
<b>3. Technical qualification, competence and experience of the bidder</b>		
General & Specific Experience		Checked on the evaluation
Equipment for implementation of the contract	As per requirements on PPA manuals and directives	Not seen on the report
<b>4. Financial standing of the bidder</b>		
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.

Table 7 - Financial offers of the bidders for the service sum with 15% VAT

COMPANY	AMOUNT WITH VAT		ERROR [(AC-BC)/BC] In %
	B.C.	A.C	
<b>TNT Construction &amp; Trading</b>	61,540,811.64	64,403,526.76	4.65
<b>Unity Engineering Plc</b>	65,595,50-5.50	65,449,241.60	-0.22
<b>3M Engineering Construction Plc</b>	50,253,316.08	50,795,001.84	1.08
<b>Tamirat Temesgen BC</b>	50,080,578.35	50,094,290.95	0.03

#### 6.1.3.2 EFFICENCY OF THE PROCURMENT PROCESS

Invitation to bid was announced on 20/04/2015 GC. Collection of the bidding documents begins from Miazia 13, 2007 EC. Final Bid submission date was Ginbot 13, 2007 EC. Bid opening date was also the same date and time. Dates at which technical evaluation was concluded is on 17/09/2007 while the financial evaluation report was signed by reporters on 02/10/2007.

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. Furthermore, the number of computing contractor is fair enough for competition encouragement. 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. **Therefor 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 365 Calendar days at a contract price of ETB 50,094,290.95 ETB (Fifty Million Ninety-Four Thousand Two Hundred Ninety and 95/100 cents) including 15% VAT. Practical fact on the ground has significantly varied. Particularly, the project construction life time has varied by far (by about 163 percent excessive). Cost of the project has also deviated from the original price by ETB 5,999,566.40 (Five Million

Nine Hundred Ninety-Nine Thousand Five Hundred Sixty-Six and 40/100). The project has passed through different change orders and excessively elongated time contract durations.

## 6.2 DISCLOSURE OF CONTRACT INFORMATION FOR THE WORKS CONTRACT

### 6.2.1 OVERVIEW OF THE CONTRACT

The works contract has been signed on 18/10/2007 EC between Debre Markos University and Tamirat Temesgen Building Contractor. The contractor has signed the agreement to execute Staff Lounge and related site works at Debre Markos town. The PE has accepted the bid offered by the contractor for the execution and completion of such works within 365 calendar days and remedying of any defects therein for the contract price of **ETB 50,094,290.95 ETB (Fifty Million Ninety-Four Thousand Two Hundred Ninety and 95/100 cents)**.

As stated by the BoQ, actual works listed to be carried out by the contractor are Staff Lounge and Site work. About 948 days have already been elapsed so far and the overall current status of the project is 92.95% in terms of financial progress.

Up to date (till 'Yekatit' 2010 EC.) payment certified to the contractor is **ETB 41,659,221.16 (Forty-One Million Six Hundred Fifty-Nine Thousand Two Hundred Twenty-One and 16/100 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. Practically the same amount, which is ETB 15,028,287.29 (Fifteen Million Twenty-Eight Thousand Two Hundred Eighty-Seven and 29/100cents) 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 28/10/2010EC 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. These 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. The PE has replied to some of the requests. Here are few of clarification requiring points and missing documents.

- i) **Clarification;** In reference to the consultant's letter no. 610/00/474/2009 dated on 14/04/2009 and PE's minutes of meeting held on 21//06/2009, external wall cladding material was changed from 600x300x6mm thick Rustic /Ceramic/ to Aluminum Cladding. It was mentioned that market unavailability of the originally specified material was justified by "nil" reply of two suppliers. Is it expressive to conclude that the material is not available on national market by referring to only two suppliers "nil" reply?
- ii) **Clarification;** In reference to the same minutes of meeting detail attachment of the consultant's time extension analysis and justification, 218 days were approved for the contractor. On technical approach of the analysis and justification, the following points require your clarification.
  - a) Normally any addition and/or omission change orders time impact shall be analyzed by incorporating the change order works in to the already existing critical path tasks of the latest work schedule. This shall enable us to know parallel and sequential tasks affected by the change orders and also how the overall time schedule shall be extended or shortened.  
  
Nevertheless, on the analysis and justification you have followed, proportional time to the planned & delayed tasks was calculated and given to the contractor. How far does this technical approach really represent delays affected by the change order? Moreover, how does it differentiate between parallel tasks remaining unaffected and sequential tasks to be affected by the change order?
  - b) Due to rainfalls depth of which is greater than 4mm, 68 days were entitled to the contractor. Basically, the following four factors shall be taken in to account while analyzing delays related to rainfall.
    1. Rainfall depth
    2. Rainfall Intensity Duration and time
    3. Justification for unexpectedness of the rainfall or deviation from norms known during signing the contract

4. Nature of the works planned during the rain and actual works interrupted and remain uninterrupted (like 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. 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, some change orders through which the project has passed, about three 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 except for few requests, 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 variance information disclosed on this report is accepted by all concerned parties and therefor the disclosed contract information is accurate.

#### 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 50,094,290.95 ETB (Fifty Million Ninety-Four Thousand Two Hundred Ninety and 95/100 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 5,999,566.40 (Five Million Nine Hundred Ninety-Nine Thousand Five Hundred Sixty-Six and 40/100). This variation is exceedance calculated from project cost before contingency or excluding the 10% contingency.

On the other hand, based on the recent information gained from the PE, there are about 5 round change orders. Its total amount is also exceeding the above cited figure as it is the recent one.

There are five change order documents understood from the PE.

- i) The first round change order has variation amount of ETB + 351,019.40 with 15% VAT. The variation has occurred as a result of additional orders of sanitary works. 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 variation amount of ETB + 1,289,973.40 with 15% VAT. The variation has occurred as a result of additional work order given to the contractor to execute sub surface drainage system.
- iii) The third round change order has a variation order amount of ETB + 4,358,573.60. with 15% VAT. It has happened due to the employer's interest change on design of the building construction materials.
- iv) The fourth round change order has a variation order amount of ETB + 8,233,597.80 with 15% VAT. It has happened due to the employer's interest change on design of the building construction materials.
- v) The fifth round change order has a variation order amount of ETB + 4,138,620.00 with 15% VAT. It has happened due to the employer's interest to go for additional order for the meeting hall facilities and ceiling works.

**As it is shown above, essence of origination of the variations are not shown on the collected variation documents. Hence, except variation number five, 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 365 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 for 413 calendar days. According to the recent information gained from the PE, the exceedance has reached 511 calendar days. It can be concluded that the contract duration is prolonged by 160%.

There are four rounds of time extensions that are known from the collected documents of the project.

- i) The first round time extension is about 77 calendar days. A document that contains analysis and justification of this time extension shows that it was due to late advance payment, design clarification and rain.
- ii) The second round time extension is about 66 calendar days. A document that contains analysis and justification of this time extension shows that it was mainly due to design clarification and rain.
- iii) The third round time extension is about 218 calendar days. A document that contains analysis and justification of this time extension shows that it was mainly due to change orders, national instability, design clarifications and rain.
- iv) The fourth round time extension is about 150 calendar days. 72 calendar days were also given for additional work orders. A document that contains analysis and justification of this time extension shows that it was mainly due to design clarification, additional orders and rain.

Though, the PE has approved the time extensions related with rain, the following causes of concern should have been addressed before approval of the extension entitlement.

- **Clarification;** In reference to the consultant’s letter no. 610/00/474/2009 dated on 14/04/2009 and PE’s minutes of meeting held on 21//06/2009, external wall cladding material was changed from 600x300x6mm thick Rustic /Ceramic/ to Aluminum Cladding. It was mentioned that market unavailability of the originally specified material was justified by “nil” reply of two suppliers. It is not expressive to conclude that the material is not available on national market by referring to only two suppliers.
- **Clarification;** In reference to the PE’s minutes of meeting held on 08/12/2009 detail attachment of the consultant’s time extension analysis and justification, 218 days were approved for the contractor. On technical approach of the analysis and justification, the following points could be causes of further concern.
  - ✚ **Normally** any addition and/or omission change orders time impact shall be analyzed by incorporating the change order works in to the already existing critical path tasks of the latest work schedule. This shall enable us to know parallel and sequential tasks affected by the

change orders and also how the overall time schedule shall be extended or shortened.

Nevertheless, on the analysis and justification you have followed, proportional time to the planned & delayed tasks was calculated and given to the contractor. How far does this technical approach really represent delays affected by the change order? Moreover, how does it differentiate between parallel tasks remaining unaffected and sequential tasks to be affected by the change order?

✚ Basically, the following four factors shall be taken in to consideration while analyzing delays related to rainfall.

1. Rainfall depth
2. Rainfall Intensity Duration and time
3. Justification for unexpectedness of the rainfall or deviation from norms known during signing the contract
4. 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 could not conclude that justification of days given for the above reasons shall remain as correctly justified contract durations.**

#### 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;

- ✓ Staff Lounge and
- ✓ Site works

In addition to the above project scopes, the contractor was ordered to go for the meeting hall chairs delivery and installation. This information is analyzed from time extension entitlement document of the first round.

## 7. CONCLUSIONS AND RECOMMENDATIONS

## 7.1 CONCLUSIONS

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

- i. **Clarification;** In reference to the consultant’s letter no. 610/00/474/2009 dated on 14/04/2009 and PE’s minutes of meeting held on 21//06/2009, external wall cladding material was changed from 600x300x6mm thick Rustic /Ceramic/ to Aluminum Cladding. It was mentioned that market unavailability of the originally specified material was justified by “nil” reply of two suppliers. Is it expressive to conclude that the material is not available on national market by referring to only two suppliers “nil” reply?
- ii. **Clarification;** In reference to the same minutes of meeting detail attachment of the consultant’s time extension analysis and justification, 218 days were approved for the contractor. On technical approach of the analysis and justification, the following points require your clarification.
  - Normally any addition and/or omission change orders time impact shall be analyzed by incorporating the change order works in to the already existing critical path tasks of the latest work schedule. This shall enable us to know parallel and sequential tasks affected by the change orders and also how the overall time schedule shall be extended or shortened.  
Nevertheless, on the analysis and justification you have followed, proportional time to the planned & delayed tasks was calculated and given to the contractor. How far does this technical approach really represent delays affected by the change order? Moreover, how does it differentiate between parallel tasks remaining unaffected and sequential tasks to be affected by the change order?
- iii. **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.

- ❖ Consulting engineers should be able to minimize discrepancies between different categories of drawings such as between architectural and structural ones. They must be able to reconcile not only drawings with other drawings but also drawings with BoQ work item descriptions. If this is not achieved, then at least timely clarifications should be given by the supervision consultant.
- ❖ 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.
- ❖ 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 RECOMDED 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 focused on and studied.

- ✓ The contract duration has exceeded by 160%. 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. However, details of each change orders mainly focusing on their cost implications, needs additional assessment.

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

<b>PART 1- PROCUREMENT INFORMATION (30 ITEMS)</b>				
<b>PHASE</b>	<b>ITEMS OF DISCLOSURE</b>	<b>CONSTRUCTION</b>	<b>DESIGN</b>	<b>SUPERVISION</b>
<b>PROCUREMENT INFORMATION (30 ITEMS)</b>	Date of disclosure	17 July, 2018 GC	17 July, 2018 GC	17 July, 2018 GC
	Contract title	Debere Markos University Staff Lounge Building at Debre Markos, Project No. D8-028/2005	NA	Agreement Between Debre Markos University and CDSCo for Supervision & Contract

				Administration of Staff Lounge (Lot II) at Debre Markos
Location	Amhara Regional State, West Gojam at Debre Markos University main campus	Amhara Regional State, West Gojam at Debre Markos University main campus	Amhara Regional State, West Gojam at Debre Markos University main campus	Amhara Regional State, West Gojam at Debre Markos University main campus
Procuring entity	Debre Markos University	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 CDSCo Tel: +251114420959 Mob: +251911618338	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	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
Date of procurement notice	20/04/2015 GC	NA	NA	NA
Floating period of the procurement notice	30 days	NA	NA	NA
Media used for procurement notice	News Paper	NA	NA	NA
Method of procurement	Open Bid	NA	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	Time based contract (monthly)
Type & Amount of bid security	Bank Guarantee ETB 100,000.00	NA	NA
Content of any complaint lodged	None	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	13 Collected, 5 Participated and 1 Rejected	NA	NA
Awarded firm/contracting firm	Tamirat Temesgen BC	NA	CDSCo
Date of contract award	NA	NA	NA
Award price/original contract price	50,094,290.95 ETB	956,663.81 ETB	55,000 ETB per month
Contract security type and amount	Conditional Insurance Bond & 10% of the contract price	NA	NA
Date of contract signing	18/10/2007 EC	November 28 <sup>th</sup> , 2014 GC	15/12/07 EC
Contract scope	<ul style="list-style-type: none"> <li>• Staff Lounge Building</li> <li>• Related Site work</li> </ul>	<ul style="list-style-type: none"> <li>• Final Design (Sub Structure &amp; Superstructure)</li> <li>• Draft</li> </ul>	<ul style="list-style-type: none"> <li>• Construction supervision</li> <li>• Contract Administration</li> </ul>

			Tender Document <ul style="list-style-type: none"> <li>Final Document</li> </ul>	
Description of contract & Contract components	Construction of Debre Markos University Staff Lounge building.	Design agreement between Debre Markos University & Construction Design Share Company for Design Works of Administration office & Staff Recreation Building	Agreement Between Debre Markos University and CDSCo for Supervision & Contract Administration of Staff Lounge (Lot II) at Debre Markos	
Contract administration entity	Debre Markos University Project Management & CDSCo	Debre Markos University Project Management & CDSCo	Debre Markos University Project Management & CDSCo	
Contract duration	395 calendar Days	105 Calendar Days	395 calendar Days	
Contract start date	09/11/2007 EC	December 5 <sup>th</sup> , 2014 GC	15/12/2007 EC	
Intended completion date	08/11/2008 EC	March 20 <sup>th</sup> , 2014 GC	08/11/2008 EC	

**PART 2- CONTRACT IMPLEMENTATION (14 ITEMS)**

CONTRACT IMPLEMENTATION (14 ITEMS)	Contract status (ongoing (% progress), terminated, completed)	Ongoing, 92.98%	Completed, 100%	Ongoing, 92.98%
	completion date (Revised, projected, Actual)	24/01/2010 EC	March 20 <sup>th</sup> , 2014 GC	24/01/2010 EC
	Changes to contract duration with Reason	413 Calendar days due to different reasons stated in the report	No Changes	413 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, projected, Actual)	56,093,857.35 ETB (revised)	956,663.81 ETB	55,000 ETB per month (Actual)
	Changes to contract price with reason	5,999,566.40 ETB Due to Different change orders	No Changes	13.77months x 55,000 ETB/month = 757,350 ETB
	Scope at completion	<ul style="list-style-type: none"> <li>• Staff Lounge</li> <li>• Site work</li> <li>• Installation of meeting hall chairs</li> </ul>	<ul style="list-style-type: none"> <li>• final design (sub structure &amp; superstructure)</li> <li>• draft tender document</li> <li>• final document</li> </ul>	<ul style="list-style-type: none"> <li>• Construction supervision</li> <li>• Contract Administration</li> </ul>
	Changes to contract scope with reason	Installation of the meeting hall chairs to make it fully functional 200 person seat hall	No Changes	NA
	Total payment effected	41,659,221.16 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	Good	Good	Good

comment)			
Disputed issues & Award details	NA	NA	NA

**PART 2- CONTRACT IMPLEMENTATION (14 ITEMS)**

<b>CONTRACT IMPLEMENTATION (14 ITEMS)</b>	Contract status (ongoing (% progress), terminated, completed)	Ongoing, 92.98%	Completed, 100%	Ongoing, 92.98%
	completion date (Revised, projected, Actual)	24/01/2010 EC	March 20 <sup>th</sup> , 2014 GC	24/01/2010 EC
	Changes to contract duration with Reason	413 Calendar days due to different reasons stated in the report	No Changes	413 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, projected, Actual)	56,093,857.35 ETB (revised)	956,663.81 ETB	55,000 ETB per month (Actual)
	Changes to contract price with reason	5,999,566.40 ETB Due to Different change orders	No Changes	13.77months x 55,000 ETB/month = 757,350 ETB
	Scope at completion	<ul style="list-style-type: none"> <li>• Staff Lounge</li> <li>• Site work</li> <li>• Installation of meeting hall chairs</li> </ul>	<ul style="list-style-type: none"> <li>• final design (sub structure &amp; superstructure)</li> <li>• draft tender document</li> <li>• final document</li> </ul>	<ul style="list-style-type: none"> <li>• Construction supervision</li> <li>• Contract Administration</li> </ul>
	Changes to contract scope with reason	Installation of the meeting hall chairs to make it fully functional 200 person seat	No Changes	NA

	hall		
Total payment effected	41,659,221.16 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

<b>PART 3- DISCLOSURE OF PROJECT INFORMATION (26 ITEMS)</b>		
<b>PRELIMINARY PROJECT INFORMATION (18 ITEMS)</b>	Date of disclosure	18 June, 2018 GC
	Project owner	<b>Debre Markos University</b>
	Project name	Debremarkos University Construction of Staff Lounge
	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 at Bure town
	Purpose	To build up to standard Staff lounge containing a meeting hall
	Project description	Debere Markos University Staff Lounge Building at Debre Markos, Project No. D8-028/2005



	Original Project Scope	Staff Lounge Building Related Site work
	Project Components	Staff Lounge Building with meeting hall and Related Site works
	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)	09/11/2007 EC
	Planned/ Original duration for completing the whole project	365 Calendar days
	Planned/Original cost of the project	Staff Lounge Building Related Site works
PROJECT INFORMATION AT COMPLETION (8ITEMS)	Cost of the project at completion	ETB 56,093,857.35 (Current)
	changes of project cost with reason	5,999,566.40 ETB Due to Different change orders
	Project completion date (Revised, projected, actual)	24/01/10 EC (Report on 'Yekatit' 2010 EC)
	Actual duration for completing the whole project	962 Calendar days (revised on 'Yekatit' 2010 EC)
	changes of project duration with reason	413 Calendar days due to three different time extensions
	Project Scope at completion	Staff Lounge Building Related Site works Installation of chairs for the hall
	changes of project scope with reason	Installation of chairs for the hall to make it a fully functional meeting hall.
	Reference to documents for disclosure upon request (reactive disclosure)	Invitation, Bid, contract agreements, variation, time

		extension and monthly reports.
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## 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	Siyoum Nigatu	3M Engineering Construction	
6	Addisalem B.	TNT Construction & Trading	
7	Ermias Abera	Tamirat Temesgen BC	
8	Behash Asrat	Unity Engineering	
9	Biruk Teshome	Adam Construction	

Table 2 –Legal Qualification (Completeness Signing & sealing of the bid)

Item No.	Bidders Name	Bids Signed & Sealed	Responsiveness
1	3M Engineering Construction Plc	Yes	Responsive
2	TNT Construction & Trading	Yes	Responsive

3	Tamirat Temesgen BC	Yes	Responsive
4	Unity Engineering Plc	Yes	Responsive
5	Adam Constriction 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	3M Engineering Construction Plc	Bank Guarantee	100,000.00	100,000.00	R	Employer & for the project	R
2	TNT Construction & Trading	Bank Guarantee	100,000.00	100,000.00	R	Employer & for the project	R
3	Tamirat Temesgen BC	Bank Guarantee	100,000.00	100,000.00	R	Employer & for the project	R
4	Unity Engineering Plc	Bank Guarantee	100,000.00	100,000.00	R	Employer & for the project	R
5	Adam Constriction Plc	Bank Guarantee	100,000.00	100,000.00	R	Consultant	R

Table 4 - Financial Standing of the Bidder

Company	Submitted Requirement Average	Required Evidence	Responsiveness
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	<b>Average Annual Turn Over (ETB)</b>	<b>(ETB)</b>	Auditor's Report	Declaration from Revenue Agency	
3M Engineering Construction	119,654,963.00	40,000,000.00	Yes	-	R
TNT Construction & Trading	78,553,613.60	40,000,000.00	Yes	-	R
Tamirat Temesgen BC	41,432,358.54	40,000,000.00	Yes	-	R
Unity Engineering Plc	71,583,433.20	40,000,000.00	Yes	-	R

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

Item No.	Company	Project Name	Minimum Required Value	Submitted project value	Employer's supporting document for Good	Responsiveness
1	3M Engineering Construction	Oromia Educational Bureau	40,000,000.00	80,000,000.00	Yes	R
2	TNT Construction & Trading	Federal Prison Administration	40,000,000.00	161,020,522.97	Yes	R
3	Tamirat Temesgen	Wisdom Shopping	40,000,000.00	60,813,016.63	Yes	R

	<b>BC</b>	<b>Center</b>				
<b>4</b>	<b>Unity Engineering g Plc</b>	<b>Gondar University</b>	<b>40,000,000.0 0</b>	<b>388,621,000. 00</b>	<b>Yes</b>	<b>R</b>

### **ANNEX 3 – LIST OF AVAILABLE & MISSING DOCUMENTS**

<b>No.</b>	<b>Project Stage</b>	<b>Document Type</b>	<b>Document Availability</b>	<b>Remarks</b>
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 -	Not available	

		Financial/combined		
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	No change	
		Documents on changes to time	No change	
		Documents on changes to scope	No change	
		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	Available	
		Documents on changes to time	Available	
		Documents on changes to scope	Available	
		Latest monthly report	Available	

		Latest revised work program	Available	
		Last Payment certificate	Available	
		Time extension approval of the PE	Available	
		Change order approval of the PE	Available	