



Construction Sector Transparency Initiative – Ethiopia (CoST – Ethiopia)

Assurance Report on Reactive Disclosure of Project and Contract Information of Wollo University

ADMINISTRATION BUILDING PROJECT

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**November, 2018
Addis Ababa, Ethiopia**

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LIST OF ACRONYMS / ABBREVIATIONS

AP	- Assurance Professional
CoST	- Construction Sector Transparency Initiative
EIA	- Environmental Impact Assessment
ETB	- Ethiopian Birr
FDRE	- Federal Democratic Republic of Ethiopia
PPPAA	- The Public Procurement and Property Administration Agency
IDS	- Infrastructure Data Standard
NMSGEC	- National Multi-Stakeholder Group Executive Committee
C	
PE	- Procuring Entity
PLC	- Private Limited Company
QAP	- Quality Assurance Professional
SBD	- the standard bidding document
VAT	- Value Added Tax

1. EXECUTIVE SUMMARY

Construction Sector Transparency Initiative (CoST) is a multi-stake holder initiative, which aims to enhance transparency of Procuring Entities (PE) and construction companies. Core to this aim is disclosing construction project information into the public domain. The CoST Disclosure Process requires procuring entities to ensure that information about the purpose, scope, costs, and execution of publicly financed construction projects is open and accessible to the public, and that it is disclosed in a timely manner.

The objective of the project level assurance process is to collect project information, verify the accuracy and completeness of the information collected, Analyze the information obtained and highlight findings and causes of concerns in plain language in order to enable stakeholders to make informed judgment about the cost, time of delivery, and quality of the built infrastructure.

CoST Ethiopia, is directed by CoST Ethiopia's Multi-Stakeholder Group (MSG) Executive Committee, which comprises representatives of the government, the private sector, and civil society.

The NMSG-EC used the following sector and status criteria for project selection.

A project from the sector of building and related facilities of universities and an ongoing project with a degree of completion close to 80 percent or more.

The assurance professional (AP) has taken responsibility of executing the above-mentioned tasks.

One of the projects selected through this procedure is an Administration building project of Wollo University. The University, located in Amhara Region, South Wollo zone, Dessie Town, is constructing an Administration building in the premises of the university (Dessie Campus).

The Design and Contract administration service contract of the project was assigned, among other projects of the university, directly to MH Engineering P.L.C.-consulting Engineers and & architects through a supplementary agreement of an existing main agreement between the two parties. The main agreement, was originally signed between GTZ-IS representing the Ministry of Education and the MH-engineering PLC-consulting Engineers and & architects for the supervision of the building works of the 13 universities, which were being built in the whole country. The agreement was then transferred to the individual universities and other supplementary agreements followed since then. The contract for the design service includes two other projects of the university, which are out of the scope of this study. The total contract price for the design of all three projects in the agreement is ETB372, 441.30 including 15% VAT and it was signed in June 11/2013. The contract for the supervision and contract administration service, which was signed on September 2017, includes

many other projects of the university, which are out of the scope of this study. The total contract price for the supervision and contract administration is ETB 94,300.00/ month, including 15% VAT. The contract includes as mentioned above, many other projects. The document also show that the duration of the contract is between September 1, 2017 and June 30/2018.

The procurement of the works contract was conducted through an open national competitive bidding process. BerhanTobiaw Building Contractor signed the agreement of the works contract for contract amount of ETB 66,372,582.00 including 15% VAT and duration of 730 calendar days.

The only contract included in detail, in this assurance report is the works contract. This is because, the design and the supervision contracts, are either out of the scope of this report, as they include other projects that the PE (procuring entity) is executing simultaneously and/or there are no enough documents presented.

The disclosed information of the project represents the status of the project as of March /2018.

Mesfin Shiferaw is the AP (Assurance Professional) of this report

- **Summary of findings and causes of concerns**

- **General**

- Record keeping, both in print or electronic format, is generally required for protecting contractual rights and is useful for post-contract review so that one can learn from good and bad experiences, take measures to improve procurement and implementation procedures and so on. One cannot over emphasize the importance of establishing a documentation system as it enables the PE to maintain a complete simultaneous, chronological, and provable record of what happened on a particular time, What problems were there and what their impact were upon progress, program and costs of contracts.

- The proclamation stipulates that all documents regarding a particular procurement case shall be kept for future reference and monitoring and control purposes for a period of ten (10) years

- Consequently, it is strongly advised that it might be good for The PE to improve its documentation system or even better to establishing a documentation system to maintain documents properly.

- **Design Service contract, Supervision, and contract administration contract.**

- According to the available documents, the PE, in spite of the proclamation for procurement, awarded the design service contract directly to a consultant without conducting open bidding procurement procedure.

- According to the available documents, the PE, in spite of the proclamation for procurement, awarded the supervision and contract administration contract directly to a consultant without conducting open bidding procurement procedure.
As the design and supervision contract, include other projects in the university it is out of the scope of this report to give any further comments

Works (Construction) contract

Procurement information

- Not using the updated standard bidding document for that particular time, i.e. the standard bidding document (SBD) for procurement of works (August 2011).
- No Document presented showing that the PE had checked if bidders are registered suppliers.
- There is no document or print out presented that shows the bid announcement was released on the PPPA web site.
- Discussing and deciding on how to give points during the technical evaluation stage should be avoided.
- It is advisable to use Bid opening manual and other manuals i.e. Manual for Minutes on the public opening of bids, that is available in the Public Procurement Manual, December 2011 during bid process.
- Long period of time (105 days from bid opening day) between the opening date and the award date of the contract to the successful bidder.

Contract information

- Lack of Proper and complete design work, especially the building design with respect to the condition and topography of the site, during the design stage created a variation order for additional retaining structure, which incurred the PE unexpected additional cost.
- Lack of Proper and complete design work and Site investigation or incorrect site investigation in determining the soil property of the site, has incurred the PE more cost. As the backfill material type in a work item, had to be changed to a new material. Furthermore, due to the order to change the basement floor finish level so to raise the basement floor level higher than were it was to be according to the design, the same item showed a drastic increase in quantity, which is also the cause of improper design of the building with respect to the site condition.
- Lack of completeness, with respect to document preparation and takeoff, so that not to miss work items.
- Lack of preparation of procurement plan, supported by action plan to ensure economical and efficient procurement operation forced the PE to give out a variation work, **which was out of the scope** of the project.

- There is also lack of consistency in one of the variation work items described in the approved document of one of the variations, compared to the original work order given by the PE. The PE ordered for maintenance of some buildings, but at the end, in the approved document for the variation some of the buildings are changed with another building .i.e. according to the letter by the PE, the buildings that were mentioned for maintenance were **four G+1 existing classrooms and three G+0 existing Lecture halls**. However, in the final approved variation document, the buildings mentioned for maintenance were changed to be **four G+1 classrooms and one G+3classroom**.
- Granting of time extension for conditions that were not, according to the agreement and condition of contract, compensable, i.e. the consultant granted extension of time of 161 days for rainy days with **no condition in the contract, which allows or supports the consultant/engineer to grant time extension for rainy days**
- Unacceptable way of administering a construction contract which **includes not having**,
 - A baseline and Regularly updated and approved programs that, in addition to others, show the planned percentage of work that will be executed in each month so the PE can control the progress of the work by comparing planed versus executed. This also concerns the new program which might have been approved (according to the soft copy the AP got lately) during the preparation of this report as it does not show the planned percentage of work in each month. The absence of such complete program will deter the PE from **claiming liquidated damage and may expose the PE for further unnecessary expenses such as price escalation, compensation, and supervision fee**.
 - A report showing the progress of the project by comparing the overall, planned versus executed, **which could have helped the PE to control the project progress effectively**.
 - A timely approved time extension requests, which might have helped the PE to evaluate the actual progress of the project and the extent and the cause of the delay of the completion time.

2. INTRODUCTION

This assurance report is concerning the publication of the infrastructure data standard (IDS) of the aforementioned project as outlined in the disclosure standard of CoST- Ethiopia, it is also concerning the process of verifying the accuracy and completeness of the collected information and analyzing the information to highlight issues of potential concern. The disclosed information of the project represents the status of the project as of March /2018.

Information items to be disclosed through this report were to include the collection and review of the procurement procedures and the contract implementation for design, supervision, and works contract. However, because the design, supervision, and the contract administration contracts included other projects in the university the study had to focus on the works contract only.

The report describes major information about the construction contract, which includes information concerning the procurement and implementation stages of the project. Under the procurement information item, information that will help stakeholders and the public in general to have an overview of the process is presented. The report will also analyze the compliance and efficiency of the procurement stage of the project and will present it in a clearly intelligible way. Under the contract implementation item, the report also analyzes information items by going through issues related to contract price, contract duration and contract scope. In addition, it analyzes cause of changes to the project with respect to the standard and to the contract agreement so that stakeholders and the public will get an idea and understanding of the issues and their consequences.

The report has also tried to analyze the project with respect to conditions of safety provisions provided in construction site.

Finally, recommendations are presented based on the main findings, causes of concerns and issues observed during the analysis, which will hopefully help the PE to take measures that can improve the execution of the project effectively.

The main objective of this assurance process is to collect information in order to insure the publication of the infrastructure Data Standards as outlined in the disclosure Standard of CoST-Ethiopia. It is also to verify the accuracy and competence of the information collected, and to analyze and interpret the information obtained so it will be in a form that can easily be understood by to the public and stakeholders in order to enable them to make informed judgment.

In the assurance process the first activity that the AP did was, using the introduction letter from CoST Ethiopia contacted the president and the assigned staff of the PE and, with the approval of the PE, the consultant to get available documents concerning the project.

Then using the available documents, the AP has tried to analyze the information obtained and to produce a report that is intelligible to non-specialist, highlighting the main findings and causes of concern that the analyzed information reveals.

The AP has also included in this report his professional impressions about different points by comparing events and decisions with the procurement laws of the country, the contract conditions of the contract and supporting documents.

The main challenge encountered in this assurance process was getting the necessary documents and getting them in time. Some of the documents and information were relatively easier to get than other remaining documents as it took long time and repeated effort. However, there are some documents, which are not available at all.

Unavailable or incomplete documents for this report include the following

- Environmental Impact assessment report
- Land and settlement impact assessment report
- Design reports and their completion time according to the agreement and the actual completion time.
- Payments issued for design and contract administration service.
- Section 2 and 3 of bid documents
- Document or print out showing if the bid announcement was released on the PPPA web site.
- Names and number of bidders who purchased the construction bid documents. (Not indicated on bid opening and bid evaluation documents).
- Engineering Cost Estimate (not indicated on bid opening and bid evaluation documents).
- Content of any complaint lodged on bid evaluation result. (Not indicated on bid opening and bid evaluation documents).
- Construction program (Schedule). The base line and any other revised ones up to the end of March 2018.
- Payment documents
- accidents record (accident & death)

3. DISCLOSURE OF PROJECT INFORMATION

- Project over view.

Wollo University conducted a procurement and contract implementation process to construct an administration building with a budget allocated from the government of the federal democratic republic of Ethiopia.

The main administrative building for Wollo University is a project composed of two blocks of G+4 buildings. It is located in Amhara Region, in South Wollo zone, Dessie Town, Wollo University, Dessie Campus. The Building project is situated near the main entrance gate of the campus of the university.

There is no document available that shows if environmental, land and settlement impact assessment had been conducted for this project.

The project, among other projects in the university, is designed by MH-engineering PLC, according to the supplementary agreement signed with Wollo University. The supplementary agreement is part of the main agreement, which was originally signed between GTZ-IS representing the Ministry of Education and the MH-engineering PLC-consulting Engineers and & architects for the supervision of the building works of the 13 universities, which were being built in the whole country. The agreement was then transferred to the individual university and other supplementary agreements, for additional works have continued since then.

The agreement to design the administrative building includes the design of at least other two projects in the university. In addition, there are no documents presented that show information concerning the detail programs of agreement, design reports, payment, duration of the project.

The agreement for supervision and contract administration contract also includes other projects, which the university is conducting at the same time.

The PE conducted an open bid procurement process to select Berhan Tobiaw Building Contractor for the construction contract. The contract construction cost is ETB 66,372,582.00 including VAT, the contractor took possession of the site on 22/01/16 to complete the whole of the Works, with duration of 730 Calendar Days according to the contract agreement, and the project completion date was to be, according to the consultant report, on Jan 20 /2018. The project was 67.5 % complete by the end of March/ 2018.

Scope of the project

This project is a program to design, supervise, and administrate the contract and to build an administration building that will enable Wollo University to upgrade the teaching and learning process to better level, the building is situated in Wollo University Dessie campus.

Thus, three contracts had to be executed to bring this project into reality. These are:

1. The service contract which is a contract for design and bid document preparation.
2. The service contract which is a contract for the supervision and contract administration of the works (construction) contract
3. The Work contract which is a contract for the construction of Works contract.

There is no document available that shows if environmental, land, and settlement impact assessment had been conducted for this project.

As there is no document presented by the PE for the environmental impact assessment study, one cannot give comments about the socio economic benefit and the undesired impacts of the project.

Based on the information from the PE's procurement document the project is funded by the government of the federal democratic republic of Ethiopia. The total project cost is very hard to calculate as the cost for the design, supervision, and contract administration are not known because even though the design and supervision service contract are separate they both include other projects and the price for these services are not separately indicated. According to the construction contract agreement, the project cost for the construction service is ETB 66,372,582.00 including VAT.

Similarly, the total duration of the project, which includes the design, the supervision and contract administration and the construction service cannot be known because even though the design and supervision service contract are separate they both include other projects and the duration for these services are not separately indicated. According to the construction contract, the project duration for the construction service is 730 calendar days.

Overview of project identification

Project identification variable	Description
Project location	The project location is in Amhara Region, in South Wollo zone, Dessie Town, Wollo University, Dessie Campus
Project scope	Construction of Main Administration Building.
Undesired impacts of the project	No such report was made available by the PE on any conducted study. Thus, It is very difficult to deduct that there is any undesirable impact by the project.
Source of funding	The project is fully funded by the government of the federal democratic republic of Ethiopia (the government).
Original project cost	<p>Service contract for design–the contract includes other projects. Thus, it is difficult to separate the contract cost for this project.</p> <p>Service contract for the supervision and contract administration:- the contract includes other projects. Thus, it is difficult to separate the contract cost for this project.</p> <p>Work contract - ETB 66,372,582.40</p> <p>Total –It would have been good if one can determine the total project cost had the separate amount for the design and supervision and contract administration known.</p>
Original project duration	<p>There is no document presented which shows the length of duration of the design Service contract.</p> <p>There is no document presented which shows the length of duration of the design Service contract but one can understand that the duration is equal to the work duration .</p> <p>The contract duration according to the work contract is 730 calendar days.</p>

4. DISCLOSURE OF PROCUREMENT AND CONTRACT INFORMATION FOR DESIGN CONTRACT.

4.1. DISCLOSURE OF PROCUREMENT INFORMATION

4.1.1. OVERVIEW OF THE PROCUREMENT PROCESS

The contract for the design work was executed by MH-engineering PLC-consulting Engineers and & architects.

According to the available document, the university is executing different projects simultaneously. The project, among other projects in the university, is designed by MH-engineering PLC, according to the supplementary agreement signed with Wollo University.

The supplementary agreement is part of the main agreement, which was originally signed between GTZ-IS representing the Ministry of Education and the MH-engineering PLC-consulting Engineers and & architects for the supervision of the building works of the 13 universities, which were being built in the whole country. The agreement was then transferred to the individual university and other supplementary agreements, for additional works have continued since then.

The agreement to design the administrative building was signed on June 11, 2013, and includes the design of at least other two projects in the university. In addition, there are no documents presented that show information concerning the detail programs of agreement, preliminary and final design reports, payment, duration of the project.

For this service contract, the design agreement document is the only document that is presented by the PE. The contact document only shows there is an agreement between the two parties. The duration of the contract, the services included in the agreement, the total payment effected, and the actual total duration of the preliminary and final design documents and so on are not presented for reference.

The design fee for the design service contract includes the other two projects mentioned. However the design fee for each project is not indicated in the contract agreement Thus the total contract price for the design of all projects in the agreement is ETB372,441.30 including 15% VAT.

Except indicating that there are attached documents for the scope of the contract, the agreement document does not show the duration of the design contract or the scope of the contract. Furthermore, there are no attached documents for the scope of the contract.

Thus, according to the documents presented one can deduce that the contract is awarded directly to the consultant in spite of the proclamation for procurement and there was no procurement process conducted to select a consultant.

Article 25/1 of The Proclamation stipulates that “Except as otherwise provided in the Proclamation and this Directive, public bodies shall use open bidding as the preferred procedure of procurement.”

4.1.2. VERIFICATION OF THE DISCLOSED PROCUREMENT INFORMATION

4.1.2.1. COMPLETENESS OF THE DISCLOSED PROCUREMENT INFORMATION

The complete availability of all relevant documents of the procurement process will determine the completeness of the disclosed procurement information. In the absence of major documents which might have shown the justification why the design service had to be assigned directly to the consultant, the scope of the contract and the contract duration. It is very hard to conclude that the disclosure of the procurement information is complete.

4.1.2.2. ACCURACY OF THE DISCLOSED PROCUREMENT INFORMATION

To make sure that the disclosed procurement information is accurate, the AP had tried to collect documents from both the PE and The consulting firm MH Engineering PLC by indicting the required documents. Even though it was clearly stated that the verification and analysis process would continue on the available documents only, it was not possible to collect some of the documents that were mentioned in the Introduction. Thus this condition, were the whole documents might not be presented, would cast doubt on the accuracy of the disclosed procurement information.

4.1.3. ANALYSIS OF THE DISCLOSED PROCUREMENT INFORMATION

4.1.3.1. COMPLIANCE OF THE PROCUREMENT PROCESS WITH THE RULES OF ADVERTISEMENT

As it is previously mentioned the PE has presumably decided to award the Design service contract directly to MH consult PLC, without conducting any procurement process, as a supplementary agreement of an existing main agreement.

Thus, one can conclude that the procurement process of advertisement is not in compliance with regulations of PPPA STANDARD BIDDING DOCUMENT (SBD) for Procurement of Consultancy Services. Version 1, July 2011.

4.1.3.2. EFFICIENCY OF THE PROCUREMENT PROCESS

As the PE had presumably decided to award, the service contract directly to MH Engineering PLC (the consultant) and thus, in the absence of procurement procedure for the procurement of the design contract according to the proclamation of the procurement one cannot decide if the process is inefficient.

4.1.3.3. FAIRNESS OF THE PROCUREMENT RULES ON PARTICIPATION

The proclamation of procurement of the Federal Republic of Ethiopia, stipulates that the PE have to conduct a procurement process using the STANDARD BIDDING DOCUMENT (SBD) for Procurement of Consultancy Services to select a Consultancy Services so the process will be fair. In this case for the fact that there was no bid process conducted to procure the design service. As the PE had presumably decided to award the service contract directly to MH Engineering PLC (the consultant) and in the absence of any information as there is no enough document presented on the whole process, it is very hard to conclude that the process was fair.

4.1.3.4. TRANSPARENCY OF TENDER EVALUATION PROCESS

According to the proclamation of procurement of the Federal Republic of Ethiopia, it is required by the PE to conduct a procurement process using the STANDARD BIDDING DOCUMENT (SBD) for Procurement of Consultancy Services to select a Consultancy Services so the process will be transparent. In this case for the fact that there was no bid process conducted to procure the design service. As the PE had presumably decided to award the service contract directly to MH Engineering PLC (the consultant) and in the absence of any information as there is no enough document presented on the whole process, it is very hard to conclude that the process was transparent.

4.1.3.5. OBJECTIVITY OF THE TENDER AND THE AWARD CRITERIA

The procurement directive stipulates “A Public Body using a method of procurement other than open bidding, pursuant to article 33/3 of the Proclamation. Shall record a statement of the grounds and circumstances on which it relied to justify the use of that method.”

According to the proclamation of procurement of the Federal Republic of Ethiopia, it is required by the PE to conduct a procurement process using the STANDARD BIDDING DOCUMENT (SBD) for Procurement of Consultancy Services to select a Consultancy Services so the process will be objective. In this case for the fact that there was no bid process conducted to procure the design service. as the PE had presumably decided to award the service contract directly to MH Engineering PLC (the consultant) and in the absence of sufficient information as there was no adequate document presented on the whole process, it is very hard to conclude that the process was objective.

4.1.3.6. COMPETITIVENESS OF THE AWARD PRICE

The procurement proclamation of the Federal Republic of Ethiopia and the Directive, states that any public procurement must ensure economy. However, as the PE had presumably decided to award the service contract directly to MH Engineering PLC (the consultant) as a supplementary agreement, there was no bid process conducted to procure design service. Furthermore, the document so far presented does not show if PE had made any effort to verify that the service price is competitive.

4.2. DISCLOSURE OF CONTRACT INFORMATION

4.2.1. OVERVIEW OF THE CONTRACT

According to the single page document presented by the PE, The Contract for the design of the administration building includes other two buildings of the university, which are out of the scope of this report. The contract which was signed on June 11/2015 is a supplementary agreement of the previously existing main agreement which was originally signed between GTZ-IS representing the Ministry of Education and the MH-engineering PLC-consulting Engineers and & architects for the supervision of the building works of the 13 universities.

The contract design fee including the other projects (which are out of the scope of this study) is ETB 372,441.30 including 15% VAT. The document does not show the scope of work, the duration of the contract and so on.

Furthermore there are no documents presented which shows other information such as when the preliminary and final design were completed, the payments effected and the preliminary and final design reports submitted and so on.

4.2.2. VERIFICATION OF THE DISCLOSED CONTRACT INFORMATION

4.2.2.1. COMPLETENESS OF THE DISCLOSED CONTRACT INFORMATION

In the absence of major documents which might have shown The scope of the contract, the contract duration, and the amount of payment made, when and if the preliminary and final design were completed, the payments effected and the preliminary and final design reports submitted and so on. It is very hard to conclude that the disclosure of the procurement information is complete.

4.2.2.2. ACCURACY OF THE DISCLOSED CONTRACT INFORMATION

The accuracy of the disclosed information is dependent on the availability of original documents so that one can compare or check the accuracy of the information. In the absence of major documents, it is very hard to conclude that the disclosed information is accurate.

To make sure that the disclosed procurement information is accurate, the AP had tried to collect documents from both the PE and The consulting firm MH Engineering PLC by indicting the required documents. Even though it was clearly stated that the verification and analysis process would continue on the available documents only, it was not possible to collect some of the documents that were mentioned in the Introduction. Thus this condition, were the whole documents might not be presented, would cast doubt on the accuracy of the disclosed procurement information.

4.2.3. ANALYSIS OF THE DISCLOSED CONTRACT INFORMATION

4.2.3.1. ISSUES RELATED TO THE CONTRACT PRICE

As there are no documents presented by the PE, which show the payment effected so far, if there had been a change of price compared to the contract price, and as the contract includes other projects which are out of the scope of this report one cannot give analysis about issues related to the price.

4.2.3.2. ISSUES RELATED TO THE CONTRACT DURATION

As there are, no documents presented by the PE, which show the duration of the contract, if there had been a change of duration compared to the contract duration, and as the contract includes other projects which are out of the scope of this report one cannot give analysis about issues related to the duration.

4.2.3.3. ISSUES RELATED TO THE CONTRACT SCOPE

As there are, no documents presented by the PE, which show the scope of contract, if there had been a change of scope compared to the contract price, and as the contract includes other projects, which are out of the scope of this report one cannot give comments about issues related to the scope.

5. DISCLOSURE OF PROCUREMENT AND CONTRACT INFORMATION FOR CONSTRUCTION SUPERVISION & CONTRACT ADMINISTRATION SERVICE CONTRACT.

5.1. DISCLOSURE OF PROCUREMENT INFORMATION

5.1.1.OVERVIEW OF THE PROCUREMENT PROCESS

The construction supervision & contract administration service contract is being executed by MH-engineering PLC-consulting Engineers and & architects.

According to the available documents, the university is executing different projects simultaneously. This project, among other projects in the university, is being supervised by MH-engineering PLC, according to the supplementary agreement signed with Wollo University.

The supplementary agreement is part of the main agreement, which was originally signed between GTZ-IS representing the Ministry of Education and the MH-engineering PLC-consulting Engineers and & architects for the supervision of the building works of the 13 universities, which were being built in the whole country. The main agreement was then transferred to the individual university and other supplementary agreements, for additional works have continued since then.

The agreement to construction supervision & contract administration service of the administrative building includes many other projects in the university. In addition, there are no enough documents presented that show information concerning the first supervision agreement for the project, payment effected for the work and so on.

For this service contract, the construction supervision & contract administration agreement document is the only document that is presented by the PE. The contact document only shows there is an agreement between the two parties. Documents for, the total payment effected, and so on are not presented for reference.

Thus, from the available documents one can deduce that the contract is awarded directly to the consultant in spite of the proclamation for procurement. Article 25/1 of The Proclamation stipulates that “Except as otherwise provided in the Proclamation and this Directive, public bodies shall use open bidding as the preferred procedure of procurement.”

5.1.2. VERIFICATION OF THE DISCLOSED PROCUREMENT INFORMATION

5.1.2.1. COMPLETENESS OF THE DISCLOSED PROCUREMENT INFORMATION

In the absence of major documents, which might have shown the justification why the construction supervision & contract administration service had to be assigned directly to MH Engineering PLC (consultant), the amount of payment made, if the service was completed in the contract duration, if there is any change of price, duration, and scope, and so on. It is very hard to conclude that the disclosure of the procurement information is complete.

5.1.2.2. ACCURACY OF THE DISCLOSED PROCUREMENT INFORMATION

The accuracy of the disclosed information is dependent on the availability of all and original documents so that one can compare or check the accuracy of the information. In the absence of major documents of the service contract, it is very hard to conclude that the disclosed information is accurate.

To make sure that the disclosed procurement information is accurate, the AP had tried to collect documents from both the PE and The consulting firm MH Engineering PLC by indicting the required documents. Even though it was clearly stated that the verification and analysis process would continue on the available documents only, it was not possible to collect some of the documents that were mentioned in the Introduction. Thus this condition, were the whole documents might not be presented, would cast doubt on the accuracy of the disclosed procurement information.

5.1.3. ANALYSIS OF THE DISCLOSED PROCUREMENT INFORMATION

5.1.3.1. COMPLIANCE OF THE PROCUREMENT PROCESS WITH THE RULES OF ADVERTISEMENT

As it was previously mentioned the PE has presumably decided to award the construction supervision & contract administration service contract directly to MH consult PLC without conducting any procurement process as a supplementary agreement of an existing agreement. The agreement includes many other projects, which the PE is conducting in parallel.

Thus, one can conclude that the procurement process of advertisement is not in compliance with regulations of PPPA STANDARD BIDDING DOCUMENT (SBD) for Procurement of Consultancy Services. Version 1, July 2011.

5.1.3.2. EFFICIENCY OF THE PROCUREMENT PROCESS

As the PE had presumably decided to award, the service contract directly to MH Engineering PLC (the consultant) and thus, in the absence of procurement procedure for the procurement of the design contract according to the proclamation of the procurement one cannot decide if the process is inefficient.

5.1.3.3. FAIRNESS OF THE PROCUREMENT RULES ON PARTICIPATION

The procurement proclamation and the Public Procurement Manual stipulate that, there should be a procurement process that is conducted according to the SBD for Procurement, to select and award a service provider. In deciding to award the supervision and contract administration service directly to MH consult PLC, the PE had ruled out the fairness of the procurement rules on participation.

5.1.3.4. TRANSPARENCY OF TENDER EVALUATION PROCESS

According to the proclamation of procurement of the Federal Republic of Ethiopia, it is required by the PE to conduct a procurement process using the STANDARD BIDDING DOCUMENT (SBD) for

Procurement of Consultancy Services to select a Consultancy Services so the process will be transparent.

In this case for the fact that there was no bid process conducted to procure the service. As the PE had presumably decided to award the service contract directly to MH Engineering PLC (the consultant) and in the absence of any information as there is no enough document presented on the whole process, it is very hard to conclude that the process was transparent.

5.1.3.5. OBJECTIVITY OF THE TENDER AND THE AWARD CRITERIA

The procurement directive stipulates “A Public Body using a method of procurement other than open bidding, pursuant to article 33/3 of the Proclamation. Shall record a statement of the grounds and circumstances on which it relied to justify the use of that method.”

According to the proclamation of procurement of the Federal Republic of Ethiopia, it is required by the PE to conduct a procurement process using the STANDARD BIDDING DOCUMENT (SBD) for Procurement of Consultancy Services to select a Consultancy Services so the process will have award criteria, which is objective.

In this case for the fact that there was no bid process conducted to procure the supervision and contract administration service. As the PE had presumably decided to award the service contract directly to MH Engineering PLC (the consultant) and in the absence of sufficient information as there was no adequate document presented on the whole process, it is very hard to conclude that the process was objective.

5.1.3.6. COMPETITIVENESS OF THE AWARD PRICE

The procurement proclamation of the Federal Republic of Ethiopia and the Directive, states that any public procurement must ensure economy. However, as the PE had presumably decided to award the service contract directly to MH Engineering PLC (the consultant) as a supplementary agreement, there was no bid process conducted to procure the construction supervision & contract administration service. Furthermore, the document so far presented does not show if PE had made any effort to verify that the service price is competitive.

5.2. DISCLOSURE OF CONTRACT INFORMATION

5.2.1. OVERVIEW OF THE CONTRACT

According to the two pages of documents presented by the PE, The Contract for the supervision and contract administration service of the administration building includes many other buildings of the university, which are out of the scope of this report. The contract which was signed on September 1/2017 is a supplementary agreement of the previously existing main agreement which was

originally signed between GTZ-IS representing the Ministry of Education and the MH-engineering PLC-consulting Engineers and & architects for the supervision of the building works of the 13 universities and many other supplementary agreements.

The contract supervision and contract administration service fee including the other projects (which are out of the scope of this study) is ETB 94,300.00/ month, including 15% VAT. The document show that the duration of the contract is between September 1, 2017 and June 30/2018.

Furthermore, there are no documents presented which shows other information such as scope and conditions of the agreement, payments effected and so on.

5.2.2. VERIFICATION OF THE DISCLOSED CONTRACT INFORMATION

5.2.2.1. COMPLETENESS OF THE DISCLOSED PROCUREMENT INFORMATION

In the absence of major documents, which might have shown, when and if there is any change of scope, price and duration of agreement, the payments effected so far and so on. It is very hard to conclude that the disclosure of the procurement information is complete.

5.2.2.2. ACCURACY OF THE DISCLOSED CONTRACT INFORMATION

The accuracy of the disclosed information is dependent on the availability of original documents so that one can compare or check the accuracy of the information. In the absence of major documents, it is very hard to conclude that the disclosed information is accurate.

To make sure that the disclosed procurement information is accurate, the AP had tried to collect documents from both the PE and The consulting firm MH Engineering PLC by indicting the required documents. Even though it was clearly stated that the verification and analysis process would continue on the available documents only, it was not possible to collect some of the documents that were mentioned in the Introduction. Thus this condition, were the whole documents might not be presented, would cast doubt on the accuracy of the disclosed procurement information.

5.2.3. ANALYSIS OF THE DISCLOSED CONTRACT INFORMATION

5.2.3.1. ISSUES RELATED TO THE CONTRACT PRICE

As there are no documents presented by the PE, which show the payment effected, if there had been a change of price compared to the contract price, and as the contract includes other projects which are out of the scope of this report one cannot give analysis about issues related to the price.

5.2.3.2. ISSUES RELATED TO THE CONTRACT DURATION

As there are, no documents presented by the PE, which show the payment effected, if there had been a change of price compared to the contract price, and as the contract includes other projects, which are out of the scope of this report, one cannot give analysis about issues related to the duration.

5.2.3.3. ISSUES RELATED TO THE CONTRACT SCOPE

As there are no documents presented by the PE, which show the payment effected, if there had been a change of price compared to the contract price, and as the contract includes other projects which are out of the scope of this report one cannot give analysis about issues related to the scope.

6. DISCLOSURE OF PROCUREMENT AND CONTRACT INFORMATION FOR WORKS (CONSTRUCTION) CONTRACT.

6.1. DISCLOSURE OF PROCUREMENT INFORMATION

6.1.1. OVERVIEW OF THE PROCUREMENT PROCESS

The procurement process of the Administration building project was conducted according to the open national tendering procedure contained in the old version of the public procurement procedure of the federal Government of Ethiopia. However as the version had been replaced by the new, **Standard Bidding Document (SDB) for procurement of works (August 2011)**, the PE should have used the new document.

The announcement to invite bidders for the construction of Wollo University main administration building was advertised (issued) on Ethiopian herald newspaper vol.LXXI No. 296 on 15/12/2008 E.C. the opening day was 28/09/2015 (17/01/2008 E.C).The evaluation process included technical and financial evaluation stages.

According to the minute of tender opening document the bid was opened on 29/09/2015 (18/01/2008 E.C) one day after the opening day specified on the newspaper presumably this might be because the day was a holyday, during the opening process, documents of 10 bidders had been opened and checked for responsiveness. There is no mention of bidders rejected on the opening day. There is no document present showing the attendants who chose to watch the opening ceremony.

Without forgetting, that the document for evaluation and award criteria (Section 3) was not presented and the procuring document used is obsolete document, one can see from the technical evaluation minutes that the criteria used for technical evaluation may have been as follows.

No	criteria	Max Point
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1	General Experience record	45
2	proposed construction methodology and schedule	15
3	proposed man power	15
4	proposed construction plant and equipment	15
5	Working Capital	10
	Total	100

Evaluation criteria according to the evaluation document attached to technical bid evaluation minutes.

The technical evaluation was conducted and completed on 14/03/2008 E.C. According to the technical evaluation minute, six bidders were successful to pass to financial evaluation. The original document for evaluation criteria (section 3) was not available for comment. However, the committee, according to the minutes, had discussed and agreed on some of the evaluation points to reach on how to reject and how to give points to bidders. However had the proper document for the bid process **the standard bidding document (SDB) for procurement of works (August 2011)** been used such discussion and decision to evaluate bidders would have been avoided.

Technical Evaluation results (R responsive, NR none responsive)

No	Bidders' name	Point scored (%)	Responsiveness/Non-responsiveness	Remark
1	Afro-Tsion Construction PLC	97.50	R	
2	Flint Stone Engineering	93.50	R	
3	Homa Construction	93.50	R	
4	Yotec construction	89.00	R	
5	CORACON Construction	85.50	R	
6	Birhan Tobiyaw Building Contractor	72.00	R	
7	Adam Construction PLC	0.00	NR+	Rejected
8	Lusi engineering JV Dani construction	0.00	NR+	Rejected
9	Mohamed Abass	0.00	NR+	Rejected
10	Trust Construction		NR+	Rejected

The financial evaluation was completed on 21/04/2008 E.C by recommending the contract to the least bidder.

Financial Evaluation results

No	Bidders' name	Evaluated Offer/after arithmetic correction	remark
1	BirhanTobiyaw Building Contractor	66,372,582.40	1st
2	Flint Stone Engineering	71,196,030.86	2nd
3	Yotec construction	73,341,168.30	3rd
4	Homa Construction	74,556,722.51	4th
5	CORACON Construction	80,747,264.39	5th
6	Afro-Tsion Construction PLC	101,894,962.65	6th

On 03/05/2008 EC, a letter of acceptance was issued for the bidder who has been selected for the job. There is no document presented, which shows if the unsuccessful bidders were notified and if the PE had received any complaint from the bid participants or if the required days for complaint are respected. The contract for the construction work was signed on 21st of January 2016 (12/05/16 E.C).

The process of procurement, from bid opening up to the award took 105 days i.e.

- The technical evaluation took 56 days (from 18/01/2008 up to 14/03/2008 E.C)
- The financial evaluation took 37 days (from 14/03/2008 to 21/04/2008) and
- Finally awarding the project to the winner took 12 days (from 21/04/2008 to 03/05/2008).

6.1.2. VERIFICATION OF THE DISCLOSED PROCUREMENT INFORMATION

6.1.2.1. COMPLETENESS OF THE DISCLOSED PROCUREMENT INFORMATION.

The completeness of the disclosed information is very much dependent on the documents which are made available by the PE. Even though important documents of the process such as bid invitation announcement, bidders who submitted their bid and technical and financial evaluation documents are made available. As mentioned previously some documents such as the original technical evaluation and award criteria document (section 3), the number of bidders which purchased the bid document, Engineering Cost Estimate and Content of any complaint lodged on bid evaluation result are not presented. Therefore, it would be very hard to conclude that the disclosed procurement information is complete.

6.1.2.2. ACCURACY OF THE DISCLOSED PROCUREMENT INFORMATION.

The accuracy of the disclosed information is dependent on the availability of original documents so that one can compare or check the accuracy of the information. In the absence of major documents, it is very hard to conclude that the disclosed information is accurate.

To make sure that the disclosed procurement information is accurate, the AP had tried to collect documents from both the PE and The consulting firm MH Engineering PLC by indicating the required documents. Even though there are some documents not presented the AP has succeeded in collecting most of the documents for the works contract and in comparing them for their accuracy. Thus, unless for those documents that were not presented the AP was able compare and insure the accuracy of the disclosed contract information.

6.1.3. ANALYSIS OF THE DISCLOSED PROCUREMENT INFORMATION.

6.1.3.1. COMPLIANCE OF THE PROCUREMENT PROCESS WITH RULES OF ADVERTISEMENT

As stated above the announcement to invite bidders for the construction of Wollo University main administration building was advertised (issued) on Ethiopian herald newspaper vol.LXXI No. 296 on 15/12/2008 E.C. with the opening day mentioned to be 28/09/2015 (18/01/2008 E.C)

There is no document or print out presented that shows the bid announcement was released on the PPPA web site.

General

The major point that the AP realized during checking the bid document is that the PE did not use the correct standard bidding document for that particular time, i.e. **The standard bidding document (SDB) for procurement of works (August 2011) prepared by the PPPAA.** The PE used the previously available document, which had been replaced with the previously mentioned document. However, the AP continued with the analysis process with the understanding that the assurance processes has to continue with the available document.

The Bid notice

- The information included in the bid advertisement (announcement (notice)) were
 - Source of fund, method of procurement, time and Date of opening, Place of opening address for source of information, how and where to return the document, the amount and type of bank security (ETB500,000.00), and The PE also mentioned that the bid is an open bid process.

This is, one can say, well in accordance with the federal Public Procurement directive (June /2010) article 16.2. Invitation to bid sub article 16.2.3.

- It would have been good however to indicate or mention the evaluation criteria on the bid notice since the user's guide for the preparation standard bidding document states, It is stated that Bid Notices should be designed to provide information that enables potential bidders to decide whether to participate in a bidding process or not.

“Apart from the essential items, the Invitation to Bid Notice should also indicate any important bid evaluation criteria (for example, the application of a margin of preference in bid evaluation) or qualification requirements (a minimum level of turnover or experience)”.

- The tender invitation was on air from 15/12/2008 E.C to the opening day i.e. 28/09/2015 (17/01/2008 E.C) for a total of 37 days. The user guide indicates that, “In deciding the deadline for Bid Submission, the PE should allow Bidders sufficient time for obtaining and studying the Bidding Document, preparing complete and responsive bids and submitting the bids. Procuring Entities are required to comply with the minimum bidding periods given in the Directives.” Thus accordingly, This is compliant to the federal Public Procurement directive (June /2010) article 16.9 Setting of bid floating periods, which states

“Without prejudice to article 19.6.1 above of this directive, the floating period shouldn't be less than the minimum date stated in Annex 3 of this directive.”

Annex 3 states that “the minimum period for submission of bids shall be 21 days or non-complex and 30 days for complex type procurement process of work.”

- There is no document presented that shows record of bidders to whom bidding document have been issued.

According to the user guide to bid preparation, “A record must be kept of the Bidders to whom Bidding Documents have been issued. Receipts must be issued for all fees paid.” These documents would have helped the PE to know among other things the number of bidders who chose not to return the bid, so to inquire why they did not return the bid and avoid those cases which hinder bidders not to return bids that the PE issue. Furthermore, the PE will be able to identify those bidders, which try to participate in the process without buying the bid document from the PE.

- The Bid opening process

- The Bid opening date and time was not according to the opening day described on the newspaper. The newspaper Bid opening date was on 28/09/2015 (17/01/2008 E.C) on 4:30

AM but the bid was opened on the next day 29/09/2015 (17/01/2008) most probably the opening day was postponed because the day was a holyday.

- The PE had not rejected any bidder on the day of opening.
Which is good as according to the user guide to bid preparation The procuring proclamation states that:- "Do Not reject any bid at Bid Opening, except for late bids received after the date and time of bid submission deadline."
- There is **no document** presented which shows the **attendants who chose to watch the opening** ceremony and many other information about the opening day. Thus, it is advisable to use Bid opening manual i.e. Manual for Minutes on the public opening of bids, that is available in the Public Procurement Manual, December 2011 during bid opening.

6.1.3.2. EFFICIENCY OF THE PROCUREMENT PROCESS (TIME LINES)

The procurement process, from bid opening up to the award of contract took 105 days i.e.

- The technical evaluation took 56 days (from 18/01/2008 up to 14/03/2008 E.C) and
- The financial evaluation took 37 days (from 14/03/2008 to 21/04/2008)
- Finally awarding the project to the winner took 12 days (from 21/04/2008 to 03/05/2008).

According to Public Procurement Manual (December 2011) APPENDIX 9: estimated procurement lead times, guidelines for determining completion timescales. The estimated lead-time for Tender Evaluation and Report Submission is 2 to 4 weeks, the estimated lead-time for Recommendation by Procurement Endorsing committee is 1 to 2 weeks, and the estimated lead-time for contract award is 1 to 2 weeks. If we take the maximum estimated durations, the total duration will be around 8 weeks or 60 days. Furthermore, the procurement directive June 2010 article 16.15.4 states that

“Public bodies have to complete bid proceedings within the validity period of bid documents and sign contracts with successful bidders however, where the Public Body realizes that for reasons beyond its control the price validity period expires before the completion of the bid proceeding, it shall request bidders to extend the validity period of their bid price.”

From the above condition, we can conclude that the time from the **opening day to technical and financial evaluation process up to the award of the work contract took very long time**. There is no document presented that shows if the PE had requested bidders to extend the validity period of their bid price nor if the bidders agreed to the request. This is because the procurement directive, June 2010 states that the bidders should express in writing of their agreement and how long they are willing to extend the period of their bid security.

There is no document presented that shows the reason why the awarding process took such a long time. However, it is clear that it is good to avoid such type of delays as it will cast doubts on the bid evaluation process and cause unnecessary inconveniences on the participants.

6.1.3.3. FAIRNESS OF THE PROCUREMENT RULES ON PARTICIPATION

In order to get sufficient time for obtaining and studying the Bidding Document complete and responsive bids and submitting the bids the PE should allow Bidders to have sufficient preparation time. In this case The tender invitation was on air from 15/12/2008 E.C to the opening day i.e. 28/09/2015 (17/01/2008 E.C) for a total of 37 days.

This is compliant to the federal Public Procurement directive (June /2010)article 16.9 Setting of bid floating periods, which states

“Without prejudice to article 19.6.1 above of this directive, the floating period shouldn’t be less than the minimum date stated in Annex 3 of this directive.”

Annex 3 states that “the minimum period for submission of bids shall be 21 days or non-complex and 30 days for complex type procurement process of work.”

However, other matters should also be taken into consideration, one of them is there is no document presented that shows of record of bidders to whom bidding document have been issued. According to the user guide to bid preparation, “A record must be kept of the Bidders to whom Bidding Documents have been issued. Receipts must be issued for all fees paid.”

These documents would have helped the PE to know among other things the number of bidders who chose not to return the bid, so to inquire why they did not return the bid and avoid those cases which hinder bidders not to return bids that the PE issue. Furthermore, the PE will be able to identify those bidders, which try to participate in the process without buying the bid document from the PE.

The other is as stated in the procurement directive to participate in any public procurement, being registered in the suppliers list is a prerequisite. There is no document presented that show if the PE checked bid participants are registered in the suppliers list.

6.1.3.4. TRANSPARENCY OF THE TENDER EVALUATION PROCESS.

As stated in the procurement directive to participate in any public procurement, being registered in the suppliers list is a prerequisite. However, there is no document presented showing if the PE had checked if bidders are registered suppliers.

The standard instruction To Bidders section 4.6 stipulates that “To participate in this public procurement process, being registered in the suppliers list is a prerequisite (mandatory for domestic Bidders only)”.

In addition to that keeping in mind that the original document for evaluation criteria is not available the AP, cautious not to reach to wrong conclusion, tried to evaluate items mentioned on the document of minutes of technical evaluation committee-meeting as it is described on the minutes only. Accordingly, one can see from the minutes that the committee had to agree and decide on how to use some evaluation criteria to give points for evaluating bidder’s document; this may show that the evaluation criteria lack clarity.

Such lack of clarity or **discussing and deciding on how to give points during the evaluation stage should be avoided**. The evaluation committee should go through every evaluation criteria during the bid document preparation stage. It has to exhaust any undesired scenarios, and had to avoid ambiguity. Otherwise, this might lead to the use of evaluation criteria that are not stated in the bid document or to criteria manipulation, and this will cast doubt on the evaluation process.

The other matter is there is no document presented which shows if all bidders were made aware of the evaluation result in writing at each evaluation stage and if the date of the opening of the financial documents was respected.

As the procurement directive 45.2/states, “The Public Body shall communicate the result of the technical evaluation in writing to all bidders at the same time.”

Furthermore, the directive 45.2/d states, “A Public Body may open the envelopes containing the financial proposals after 5 working days from the date of notification of the result of the technical evaluation to the bidders.”

In the absence of such documents, it would be very hard to conclude the evaluation process was transparent.

Furthermore, from the **opening day, to the technical and financial evaluation process up to the award of the work contract took very long time**. (105 days from bid opening day). As there is no document presented for this case also, it is not clear why the awarding process took such a long time.

Such type of inconsistency and delays will cast doubts on the Transparency of the bid evaluation process and will cause unnecessary inconveniences on the bid participants.

6.1.3.5. OBJECTIVITY OF THE TENDER EVALUATION AND THE AWARD CRITERIA

As mentioned previously, the PE did not use the correct standard bidding document for that particular time. Which is **the standard bidding document (SDB) for procurement of works (August 2011) prepared by the PPPA** which indicates, the evaluation methodology and criteria to use, furthermore the original document for evaluation criteria (section 3) is not available. Thus, one cannot surely say the tender evaluation and award criteria were objective.

6.1.3.6. COMPETITIVENESS OF THE AWARD PRICE

The minutes for the financial evaluation indicate that the evaluation committee had compared the awarded bid offer with the engineering estimate and had concluded that the offer is comparable. However In the event of the absence of the original engineering estimate document one cannot say anything about the competitiveness of the award price. Nevertheless, just to have some insight one can check the price by taking the average of the bid participant's price as a guide. Thus as the number of bidders participated in the final financial evaluation process are six it might be fair to take the average of their offer to compare the result with the award price to have an idea of the competitiveness of the offer.

Referring to the tender evaluation document for financial offers, the average value of the bidders is 78,018,121.85. When this amount is compared to the award price, which is ETB 66,372,582.00. one might conclude that the award price is competitive.

6.1.3.7. OVERVIEW OF CONTRACT MILESTONES : ORIGINAL SCOPE, TIME AND COST

In the absence of the document for project inception study as it is not presented, the AP cannot give an overview of the scope, time and cost milestones of the project.

6.2. DISCLOSURE OF CONTRACT INFORMATION

6.2.1. OVERVIEW OF THE CONTRACT

The PE signed the works contract with Berhan Tobiaw Building Contractor, with a contract amount of Birr 66,372,582.00 including VAT and contract duration of 730 Calendar Days. In reference to the consultant MH-engineering PLC-consulting Engineers and & architects which is the supervisor and contract administrator of the project report, The contractor took the site on 22/01/16 and the

project completion date was to be, on Jan 20 /2018. However, the project was only 67.5 % complete by the end of March/ 2018.

From the beginning of the construction until the end of march/2018, two variation orders were given to the contractor. The first is to order the contractor to change the backfill material and to construct retaining walls to the three sides of the building. The AP presumes, going through the presented document, that the variation order to change the backfill material in the contract was necessary because the consultant lately realized the excavated material from the site could not be used for backfill as it was originally thought and was included in the contract. Furthermore, the quantity of this item increased because during foundation excavation the PE realized that, if the original design floor finish level was maintained, the building would be buried in the sloppy terrain of the site. Thus, the PE ordered the consultant to raise the floor finish level up causing the increase in quantity of the backfill. The order to build a retaining wall was necessary, because the consultant realized after the construction commenced, that the soil due to the topography of the site has to be supported so it will not fall or slide on the building. The additional cost for this variation is 2,442,375.60 including VAT.

The second variation was the order of the PE for maintenance work of four G+1 existing classrooms and three G+0 existing Lecture halls found in the university. The variation was necessary, because of the urgency to maintain the classrooms and lecture halls before the starting of the next academic year. The additional cost for the second variation is ETB2, 843,219.75 including VAT.

So far, Due to these two variations the total construction cost of project has risen to ETB 71,658,177.35

There are Changes in contract duration also, which according to the consultant were caused by three different reasons. These are due to the PE not removing obstacles from the site, variation order no 1 and adverse weather condition. The additional time duration approved for the project so far is 169 days “calendar”.

6.2.2. VERIFICATION OF THE DISCLOSED CONTRACT INFORMATION

6.2.2.1. COMPLETENESS OF THE DISCLOSED CONTRACT INFORMATION.

The complete availability of all relevant documents of the works contract will determine the completeness of the disclosed contract information. Even though documents such as the agreement contract, variation orders, and time extension request approval documents are available. The absence of some documents such as, the approved baseline project program and other revised programs, payment certificates, the project reports which clearly show the progress in relation to the total program, and so on would cast doubt on the completeness of the disclosed information.

6.2.2.2. ACCURACY OF THE DISCLOSED PROCUREMENT INFORMATION.

To make sure that the disclosed procurement information is accurate, the AP had tried to collect documents from both the PE and The consulting firm MH Engineering PLC by indicting the required documents. Even though there are some documents not presented the AP has succeeded in collecting most of the documents for the works contract and in comparing them for their accuracy. Thus, unless for those documents that were not presented the AP was able compare and insure the accuracy of the disclosed contract information.

6.2.3. ANALYSIS OF THE DISCLOSED CONTRACT INFORMATION

6.2.3.1. ISSUES RELATED TO CONTRACT PRICE

According to the consultant project report of March / 2018, two variations were issued which the overall change to the contract price was 7.96 %. The adjusted contract price is ETB 71,658,177.35

Changes as compared to the original contract price including VAT

Original contract price.	ETB 66,372,582.00
Variation order No one.	ETB 2,442,375.60
Variation order No two.	ETB <u>2, 843,219.75</u>
Total of variations	ETB 5,285,595.35

The Total change in contract price due to variation is 7.96 % of the project price

Summary of the variations

Variation order No.1 ETB 2,442,375.60

Detail without VAT:-Item 1.01- backfill under hard core	1,513,052.90
2.01 -masonry work.	464,545.44
3.01 -pavements around the building.....	117,743.81
3.02-drainage pipe.	15,957.65
3.03-concrete coping.	15505.87

Variation orderNo. 2. ETB2, 843,219.75

Detail without VAT:- Item 1.01- Block 01(CL-s2-xx-011) 477,364.85

2.01 - Block 01(CL-s2-xx-011)	493,289.73
3.01 - Block 01(CL-s2-xx-011)	528,494.54
3.02- Block 01(CL-s2-xx-011)	471,361.46
3.03- G+3 class room.	501,854.42

Variation order number one.

1. Retaining wall

According to the consultant, variation order No 1 “Was necessary because the topography of the site necessitated additional retaining structure along the three sides of the building.”(ref No. MHE/247/16 dated 14/03/2016).

Such kind of structures are needed when the site has slop and the soil had to be supported so it will not fall or slide on the building structure.

This work item is around 22 % of the total price of variation No.1

2. Back fill under hard core

There is another major work item included in this variation, back fill under hard core. This additional work might have been caused by either one or both of the causes described below.

- Change of backfill material, which was an order given by the consultant to the contractor by the letter dated 11/04/2016 ref No. MHE/DESSIE/267/16. The letter states that “The soil excavated from the project is not appropriate for backfill under hard core as it was stated in the contract document.” and gave order to the contractor to execute backfill under hardcore with backfill material brought from quarry instead of the contract item which specifies to use the backfill from excavated material in the site.
- The other cause which might have created this variation item or at least increased the quantity of the item is the order to, “change the basement floor finish level, so to raise the basement floor level,(from what the original design require), in order to avoid the building from being buried in the ground.”This is according to the letter from the PE dated on 18/03/2016 ref NoWU0014/p01/2016.

This second order was necessary because, the order to change the basement floor level came after bulk excavation and deep (pit) excavation had already been executed. Thus “the excavated area had to be filled with selected material and dip excavated pits had to be filled with hard core and plain concrete” (MHE/253/16 dated 22/03/16) in order to raise the floor further up.

The AP could not get the exact reason because the documents for this variation are not clearly summarized and does not show the exact cause and reason of the item’s variation and its quantity hike.

This work item is around 73 % (Birr 1,513,052.9 without VAT) of the total price of variation No.1

3. Concrete pavement around the building

There is also another work item included in this variation. That is, concrete pavement around the building. It is around 5.5 % of the total value of variation No.1.

- This item of work was ordered by the consultant through the letter dated 16/05/16 Ref. MH.E/DESSIE/0286/16. According to this letter, this item was “missed”, was not specified in the contract during document preparation, that it has to be included in the variation work order.

Finally, the PE has approved and accepted variation number one on 19/08/2016 ref No wu0139/p01/16.

Variation order No. 2

1. This variation is due to the PE’s ordering the consultant to give order to the contractor to execute the maintenance work of **four G+1** existing classrooms and three G+0 existing Lecture halls which are found in the university.

It is a variation initiated by the PE. The PE had justified the reason to give this variation, at the time, by indicating the urgency to maintain classrooms and lecture halls before the starting of the next academic year.

“Note that the work is urgent, that should have to be finished at summer time before starting 2009 academic calendar. If not it is difficult to maintain when the academic year program is stated. So let you give attention as urgent and the measurement and building shall be done soon.” (Re No wu0102/B02/16 dated 04/08/2016)

Concerning variation order number one:-

1. It is not clear why the consultant did not include the retaining structure during the design stage or right from the beginning.

The AP believes that any design work should include the “Site Investigation Reports “and surveying data of the plot where the building is supposed to rest on, So that one can determine the topography of the site among other things. The survey of the site will show the designer how he

should place the building on the plot, with respect to the slop among other things and if there should be a retaining wall or not, where it should be placed and so on.

Accordingly, the consultant at the design stage should have included the retaining structure in the bid document. This might have avoided the extra cost and time caused by variation order.

It is might be better for the PE to always check the final design documents of a project for completeness and should also understand and inquire for every detail.

2. The additional work might have been caused by one or both of the causes described below.

Backfill material

After executing excavation for foundation and after the foundation is constructed the space provided for working and maneuvering, the space created between the building floor finish level (slab and hardcore) and the vacated space left by the excavated soil should be backfilled with good filling material. Either, from the same excavated material, as long as it is suitable for the job, or if not from selected material brought from outside.

In this particular case according to the letter dated 11/04/2016 ref No MHE/DESSIE/267/16, the consultant included this item of work in the contract by indicating the backfill material to be the excavated material from the site.

Even though the AP didn't get the design report document, Usually Consultants reach to this decision by conducting soil tastes at various location of the project site during the design stage. In this particular case as the consultant has indicated in the contract that the backfill work is to be executed using the excavated material from site, it shows that the soil was tested and was selected as a backfill material. Thus, it is not clear why the change of material was necessary during the construction stage.

However If there was no soil test conducted by the consultant/engineer during design stage, which is very hard to believe as the design of the foundation could not be done without the test result, one can conclude that the change of material could have been avoided by conducting soil test during the design stage.

The other thing is, when an Item, which was in a contract is replaced with a new item through variation, the total sum of the variation should have been calculated by taking into consideration of the omitted item, no matter how small the cost is. Which means the total omission amount should be deducted from the total addition amount to reach to the net variation amount. In this case there was no omission work item indicated in variation order No.1, Thus as this work item was already in the contract with some amount of money, the omitted rate should have been indicated and be deducted from the total amount of the variation order when it was replaced with another item.

Nevertheless, one can conclude that this work item change seems to be caused by the lack of Site investigation (soil investigation) this has in turn caused the unit price for the work item to increase extremely, and the lack of Site design or improper site design with respect to the topography of the site caused the quantity to increase.

Therefore, it is better for the PE to always check design documents for a project for completeness and should also understand and inquire for every detail in this case, the arrangement of the building in relation to the site condition.

3. The other work item included in the variation “Pavement around the building” had been incorporated because it was missed in the main contract (letter dated 16/05/16 ref. No. MH.E/DESSE/0286/16).

Thus to sum up, according to the available documents this far, this variation (variation NO 1) **could have been avoided** by proper and complete design work specially the building design with respect to the condition and topography of the site and proper soil test. It would be better also for The PE to properly check and understand the design and bid documents and the completeness of the design.

Furthermore, if the item for backfill (case 2) is a material change then there should be an omitted work item from the contract. That omitted item’s cost, no matter how small, should be mentioned and reduced from the total variation cost as this will complete the proper documentation of the variation even though, it will not reduce the cost that much, as the omitted cost is very small compared to the additional cost. Moreover, as we will discuss it later this will also affect to some extent the length of the extended time.

Concerning variation order number Two: -

The maintenance work of **four G+1** existing classrooms and three G+0 existing Lecture halls, which are found in the university. The reason to give this order was the urgency to maintain the classrooms and lecture halls before the starting of the next academic year.

Even though the concern and urgency of the PE is understandable, considering the need to provide the university community with classrooms and lecture halls during the beginning of the academic year, and considering the extent and number of projects being executed in the university. It is obvious that such kind of variation could have been avoided by following the Public Procurement Directive, and Prepare procurement plan.

According to the Public Procurement Directive

“Any Public Body and other entities accountable to such Public Body shall be required to prepare a procurement plan supported by action plan enabling them to execute in due time, the procurement necessary to implement their work program”

“To ensure economy and efficiency in the operation of the Public Body by discouraging piecemeal purchase.”

In summary, the PE in the future should avoid such drastic decisions and should plan procurements ahead of time; it should also prepare action plans that will go along with the teaching and learning process to avoid any unnecessary/urgent procurements.

On the other hand, there is also another concern here. According to the letter which, the PE wrote to the consultant (Re No wu0102/B02/16 dated 04/08/2016), the buildings that were mentioned to be maintained were four G+1 existing classrooms and three G+0 existing Lecture halls. However, the final approved variation document shows the buildings that are to be maintained are four G+1 classrooms and one G+3 classroom. The AP could not find any document that shows what caused the change of the three G+0 **existing Lecture halls to one G+3 classroom.**

6.2.3.2. ISSUES RELATED TO CONTRACT DURATION

Changes of contract duration as compared to the original contract duration.

- The total contract duration of the project is 730 calendar days.
- So far, additional time duration approved by the consultant for the project is 169 days “calendar.” Thus, the new duration of the project is 899 calendar days.
- Duration change compared to the contract duration is about 23%

The contractor commenced the project, according to the consultant report on 26/01/2016 (13/05/2008EC). The contract duration of the project was 730 days.

The site handover was conducted on 22/01/2016

According to the consultant’s document, the contractor requested for time extension on 19/12/2017 with a letter reference number H001/0111/2017.

In 14/03/2018 with a letter Ref. No MHE/DESSE/013/18 the consultant has approved overall 169 days of additional time by indicting the summary as the sum of:-

- 1) Due to the presence of water and other utility lines passing on the construction site..... 40 days

2) Due to design modification i.e. stoppage caused by client's order to increase basement height.....	12 days
3) Due to variation order number 1	27 days
4) Adverse weather condition... ..	161 days
Where Overlapping days are Deducted	<u>71 days</u>
Total additional time	<u>169days</u>

As it was mentioned above according to the consultant's report, the project commenced on 26/01/2016 (13/05/2008) and up to the month of March /2018, 789 days had elapsed. However, the contract duration of the project was 730 days.

This shows that without the PE's or consultant's approval for any time extension the project completion date had come and gone.

According to the consultant's document, the contractor requested for time extension on 19/12/2017 with a letter reference number H001/0111/2017. However, the consultant had not reached on any decision up until after the contract completion date. It is not clear why the consultant/engineer took such a long time to approve or disapprove the delay justification request.

As previously mentioned in 14/03/2018 with a letter Ref. No MHE/DESSE/013/18 the consultant has approved an overall 169 days of additional time.

Looking each of the time extension justification separately we have:-

- 1) The time extension justification due to **the presence of waterline on the site** looks appropriate, as the contractor had been asking the PE to remove utility lines with letters written in different times such as on the date of 22/05/08 ref No ብ/005/01/08 and on the date of 16/06/2008 ref. No ብ 005/09/2008 and according to the work permit for site clearance format. Finally, the consultant gave the go ahead for site clearance on 11/03/16.
- 2) The time extension justification due to **stoppage caused by client's order for design change** may also be appropriate for some days as the documents suggest that the client had asked for change.

But the consultant gave solution to the PE's request by the letter written on 22/03/2016ref. MHE/253/16 addressed to the contractor, mentioning PE's source letter. (Dated on 08/07/08 Ref. No.WU-CPD/029/08).

Thus According to the above documents there should only be the approval of 6 days of time extension (from 17/03/2016-30/03/2016) not 12 days.

3) Time extension justification for variation order No.1

The time extension justification for this case is not clear. Variation number one, according to the supporting document for justification, is the cause of the necessity of retaining wall based on the topography of the site.

However when we look in to the variation items one by one, there is at least one item that, according to letter dated 11/04/2016 ref No MHE/DESSIE/267/16, is about replacing an item in the contract with a new item. Thus for the sake of completeness, if there is an omitted item, no matter how small it is, the total amount for variation should decrease as the omitted item's price should be deducted from the total amount of the variation which means the number of days that are required to execute the job should also reduce to some extent. However, **the Variation order did not include the omitted item.**

4) Time extension justification due to “adverse weather condition”

According to the time extension approval document, the reason for the approval of the time extension for the fourth item (**adverse weather condition**) is rainy days supported by data from Ethiopian metrological agency. The consultant used metrological data to show that 161 days were rainy and time extension request for rainy days is appropriate. However, the contract agreement shows the contract duration is in calendar days not in sunny days. **Neither the agreement nor the general condition of contract show time extension should be allowed for rainy days.** The general condition of contract article 44, which states Compensation Events, does not include such cases. It is well known that rainy seasons are expected and are predictable in a calendar year. Thus, **the AP believes that there was no condition in the contract, which allows or supports the consultant/engineer to grant time extension for rainy days.**

The other thing is, it might not be fair to consider full day as rainy day, as if nothing had been executed on that day. It is not shown if the consultant had considered these conditions.

Furthermore, even if there was an item in the contract, which allows the consideration of time extension for rainy days, the contractor's program should also be checked to have an idea if and by how much rain had an effect on the particular job that the contractor planned to do on those days. It is also necessary to check if the contractor did not do any work on those days and if there were executed works during those days, then the time spent for those jobs should be deducted from the time extension request.

The case of the process of approval of the time extension

As mentioned before according to the consultant's document, the contractor requested for time extension on 19/12/2017 with a letter reference number H001/0111/2017. However, the consultant had not reached on any decision up to the end of contract completion date. It is not clear why the consultant/engineer took such a long time to approve or disapprove the delay justification request.

Furthermore, there seems to be no program or at least no updated program. Every time there is a request for such type of extension of time, it should be counter checked with the program if there is any work affected in order to reach to the proper decision.

As mentioned in the General condition of contract item 28.2

“The Engineer shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Contractor asking the Engineer for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.”

Furthermore, the contractor should have also submitted the request for time extension way earlier than even the time mentioned above because according to the special condition of contract the contractor should give early warning of any delay.

Variation order number one got final approval on 19/08/2016 and the second variation got approval on 20/12/2016 and the rainy seasons had ended way back.

According to the condition of contract, the contractor should present for any time request in short time of any change or problem occurred.

“If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.”

According to the special condition of contract clause 27.3,

“the period between program update is 30 days.” obviously by including any justified delays the contractor should have submitted updated programs every 30 days. These programs should be about the whole project so it can show the effect on the progress of the whole project.

According to the condition of contract clause 27.2,

“An update of the Program shall be a program showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work, including any changes to the sequence of the activities.”

Because of these conditions, especially by the general conditions of contract item 28.2 one could argue that the request for time extension was obsolete as it was presented to the consultant after the cause of delay have long passed.

One can also conclude that, without an up to date program, The PE and the consultant/engineer were not following the progress of the project effectively, as a program, which does not include the actual conditions such as variation and extension of time, will not show weather the project is really progressing or lugging behind.

Furthermore, the consultant did not decide on the contractor's request for time extension even after the date of the time of completion had elapsed, which according to the contract, had been exceeded. By the time the AP started collecting data for preparing this report, this project should have been complete, but According to the consultant's March / 2018 report, the project was only 67.5 % complete.

On the time of the preparation for this report, the consultant had approved the time extension request and submitted the document to the PE for re-approval.

If, According to the consultant's March /2018 project report we take the amount of the remaining work, i.e. 32.5%, and calculate the approximate time required to complete the remaining job, we get 237 days. The amount of approved extension time is 169. Hence, **this shows that even assuming the granted extension time is appropriate; the contractor is behind the schedule.** However, there is no evidence in the reports that shows if the contractor is behind the program due to its own fault.

Checking the consultant's/Engineer's March /2018 reports one can understand that the report does not even show how much the contractor had planned to physically execute the total project up to the reporting time. The report did not show if the project was, progressing according to the total planned physical program or not .i.e. progress versus planned. This comparison shows if the contractor is executing the work according to the plan. If the project had not progressed according to the program then the consultant should check for the cause and should take action and inform the PE the same. However, in this case, one can clearly see that The PE did not know, from the report it received from the consultant, at what extent the contractor had been executing the project compared to the total physical program.

Furthermore, the report does not show the reality such as the expected completion date which, according to the contract, had been exceeded and as there was no time extension approved until the issuance of the approved time extension.

It is obvious that on the reporting month of March /2018, none of the contracting parties have a clue when the project completion date was as the delay justification process is incomplete.

Thus, the PE should urge the consultant/engineer.

- to process any request for time extension on time
- To ask the contractor's updated approved programs according to the special condition of contract and approve it promptly.
- To Follow and check if, the contractor is executing the work according to the program.
- To include data clearly showing the progress of the project with respect to the total program in every monthly report.

6.2.3.3. ISSUES RELATED TO CONTRACT SCOPE

As indicted previously the scope of the construction contract of this project was the construction and completion of the **administrative building**.

However, the PE after the commencement of the construction contract, ordered the consultant/Engineer to order the contractor to include the maintenance work of **four G+1** existing classrooms and three G+0 existing Lecture halls. However, the variation order finally approved by the PE for this work changed to maintenance work of **four G+1** existing classrooms and **one G+3 classroom**.

Thus, accordingly the final scope of the contract changed into construction and completion of the **administrative building and** maintenance work of **four G+1** existing classrooms and one **G+3 classroom**.

As indicated earlier The PE had tried to justify the reason to give this variation at the time by indicating the urgency to maintain classrooms and lecture halls before the starting of the next academic year, as there was a short time before the beginning of the next season to float tender following the normal procurement procedure.

Even though the concern and urgency of the PE is understandable considering the need to provide the university community with classrooms and lecture halls when the next academic year begins and the extent and number of projects being executed in the university, such kind of variations could have been avoided by following the Preparation of procurement plan.

Nevertheless, what the AP could not understand is why and how the PE's order to maintain **four G+1** existing classrooms and three G+0 is changed to maintenance of **four G+1** existing classrooms and **one G+3 classroom**.

7. CONDITIONS OF SAFETY PROVISIONS

The AP believes that it would be better if there can be some safety measure taken in around the project site So that people can be protected from unexpected fatalities.

The fatal four cause the most common fatalities: falls, being struck by an object, electrocutions, and being caught in between two objects. Therefore, it would be good if some steps be taken as the site is situated were many people move around it. One major incident involving the students living in the campus or any other person who interred the site may cause a major problem.

Therefore, one of the major steps should be delineation and fencing of the external border of the site and clearly marking it in order to keep away-unauthorized persons and to protect the public from site hazards. The others are as follows:-

- Safe means of access to and egress from all workplaces.
- Signs and signals that convey the required cautionary messages.
- The building should be covered so that dust and other material will not spread in to the surrounding.
- Use of Personal Protective Clothing and Protective Equipment, Protective Clothing
- Persons working at elevated workplaces and other work places more than 2 meters in height should be protected by means of safety belts or other equivalent protection devices;

8. CONCLUSION AND RECOMMENDATION

8.1. Conclusion

Findings of the assurance process

- According to the available documents, the PE, in spite of the proclamation for procurement, awarded the design service contract directly to a consultant without conducting open bidding procurement procedure.
- According to the available documents, the PE, in spite of the proclamation for procurement, awarded the supervision and contract administration contract directly to a consultant without conducting open bidding procurement procedure.

- The PE in spite of the proclamation for procurement is not maintaining records of procurements listed in article 23 of the proclamation and other pertinent documents.
- The PE did not use the proper standard bidding document (SDB) for procurement of works.
- According to the available documents, the PE did not check if bidders are registered suppliers.
 - The standard instruction To Bidders section 4.6 stipulates that “To participate in this public procurement process, being registered in the suppliers list is a prerequisite (mandatory for domestic Bidders only)”.
- The PE did not use Bid opening manual and other manuals i.e. Manual for Minutes on the public opening of bids, that is available in the Public Procurement Manual, December 2011 during bid process.
- Long period of time (105 days from bid opening day) between the opening date and the award date of the contract to the successful bidder.
- Lack of Proper and complete design work especially the building design with respect to the condition and topography of the site during the design stage created a variation order for additional retaining structure, which incurred the PE unexpected additional cost.
- Lack of Proper and complete design work and Site investigation or incorrect site investigation in determining the soil property of the site, has incurred the PE more cost.
- The PE has changed the scope of the work contract by ordering the consultant to order the contractor to execute the **maintenance work of four G+1 existing classrooms and three G+0 existing Lecture halls, which are found in the university.**

Furthermore even though in the beginning the buildings that were mentioned to be maintained were four G+1 existing classrooms and three G+0 existing Lecture halls. However, the final approved variation document shows the buildings that are to be maintained are four G+1 classrooms and one G+3 classroom. The AP could not find any document that shows what caused the change of the three G+0 **existing Lecture halls to one G+3 classroom.**

According to the Public Procurement Directive

- “Any Public Body and other entities accountable to such Public Body shall be required to prepare a procurement plan supported by action plan enabling them to execute in due time, the procurement necessary to implement their work program”
- “To ensure economy and efficiency in the operation of the Public Body by discouraging piecemeal purchase.”
- The PE has granted time extension for conditions that were not, according to the agreement and condition of contract, compensable. That is the consultant granted time extension of 161 days for rainy days, which were not compensable.
 - Unacceptable way of administering a construction contract which includes not having,
 - A baseline and Regularly updated and approved programs that, in addition to others, show the planned percentage of work that will be executed in each month so the PE can control the progress of the work by comparing planned versus executed. This also concerns the new program which might have been approved (according to the soft copy, which the AP got lately) during the preparation of this report as it does not show the planned percentage of work in each month. The absence of such complete program will deter the PE from claiming liquidated damage and may expose the PE for further unnecessary expenses such as price escalation, compensation, and supervision fee.
 - A report showing the progress of the project by comparing the overall, planned versus executed, which could have helped the PE control the project progress effectively.
 - A timely approved time extension requests, which might have helped the PE to evaluate the actual progress of the project , the extent and the cause of the delay of the completion.
 - Safety measures to avoid accidents specially delineate and fence the site to keep away of the external border of the site in order to keep away unauthorized persons and to protect the public from site hazards.

Furthermore, The PE shall make available the following Documents for further review:

- Environmental Impact assessment report
- Land and settlement impact assessment report
- Design and Supervision and contract administration agreements (full document with scope, duration, and cost), any change to the agreements, design reports and their completion time according to the agreement and the actual completion time, supporting documents to justify the direct assignment of the contracts.
- Payments issued for design and contract administration service.

- Section 2 and 3 of bid documents
- Document or print out showing if the bid announcement was released on the PPPA web site.
- Names and number of bidders who purchased the construction bid documents. (Not indicated on bid opening and bid evaluation documents).
- Engineering Cost Estimate (not indicated on bid opening and bid evaluation documents).
- Content of any complaint lodged on bid evaluation result. (Not indicated on bid opening and bid evaluation documents).
- Construction program (Schedule). The base line and any other revised ones up to the end of March 2018.
- Construction Payment documents
- Construction progress reports (detail reports) of the consultant for 3rd, 6th, 9th, 12th, 18th months.
- accidents record (accident & death)

9. GLOSSARY

“Bid” means a stage in the procurement process extending from advertisement of or invitation to bid up to signing of contract.

"Bill of Quantities" means the document forming part of the Bid and containing an itemized breakdown of the works to be carried out in a unit price contract, indicating a quantity for each item and the corresponding unit price.

"Completion" means the fulfillment of a Contract.

"Contract Documents" means the documents listed in the **General Conditions of Contract**, including all attachments, appendices, and all documents incorporated by reference therein, and shall include any amendments thereto;

"Contractor" means a natural or juridical person under contract with a Public Body to supply works;

"General Conditions of Contract" means the general contractual provisions setting out the administrative, financial, legal and technical clauses governing the execution of the Contract.

"In writing" shall be interpreted to include any document which is recorded in manuscript or typescript.

"Intended Completion Date" means is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is specified in the Special Conditions of Contract. The Intended Completion Date may be revised only by the Engineer by issuing an extension of time or an acceleration order;

"Liquidated damages" means the compensation stated in the contract as being payable by Contractor to the Public Body for failure to perform the contract or part thereof within the periods under the contract, or as payable by Contractor to the Public Body for any specific breach identified in the contract;

“Proclamation” means the Ethiopian Federal Government Procurement and Property Administration Proclamation No. 649/2009.

"Special Conditions of Contract" means the conditions attached to the Contract Agreement, which shall govern the Contract and shall prevail over these General Conditions of Contract;

“Standard Bidding Document” means the document prepared by the Agency to serve as a point of reference in the preparation of bidding documents by Public Bodies.

"Works" mean all work associated with the construction, reconstruction, upgrading, demolition, repair, renovation of a building, road, or structure, as well as services incidental to works, if the value of those services does not exceed that of works themselves;

10. Annex

Annex 1: Filled Infrastructure Data Standard (IDS)

DISCLOSURE OF PROCUREMENT & CONTRACT INFORMATION					
PHASE		ITEMS OF DISCLOSURE	CONSTRUCTION	DESIGN	SUPERVISION
PROCUREMENT INFORMATION	1	Date of disclosure	DNA	DNA	DNA
	2	Contract title	Construction of main administrative building	DNA	DNA
	3	Location	Amhara region south wollo Zone Dessie town, Wollo university Dessie campus.		
	4	Procuring entity	Wollo University		
	5	Source for further information			
	6	Date of procurement notice	21/08/2015 (15/12/2007)	DNA	DNA
	7	Floating period of the procurement notice	38	DNA	DNA
	8	Media used for procurement notice	Ethiopian Herald newspaper vol.L.XXI no 296	DNA	DNA
	9	Method of Procurement	Open tender	DNA	DNA
	10	Type of Procurement	National competitive Bid	DNA	DNA
	11	Procurement Procedure	Open national tender procedure	DNA	DNA
	12	Evaluation criteria	(Technical and financial evaluation) two envelopes	DNA	DNA
	13	Type of contract & project delivery method	Admeasurements Contract	DNA	DNA
	14	Type and Amount of bid security	Bank security/500,000	DNA	DNA
	15	content of any complaint lodged	DNA	DNA	DNA
	16	Engineer's estimate	DNA	DNA	DNA
	17	Date of bid opening	29/09/2015 (18/01/2008)	DNA	DNA

18	Number of bidders: Participated, rejected and declined to submit	DNA	DNA	DNA
19	Awarded firm/contracting firm	BerhanTobiaw Building Contractor	DNA	DNA
20	Date of contract award	12/1/2016 (03/05/2008)	DNA	DNA
21	Awarded price/contract price	66,372,582.00	DNA	DNA
22	Unit Contract price (price/km, price/Sq. meter)	DNA	DNA	DNA
23	Contract security type and amount	Insurance/ 6,637,258.2	DNA	DNA
24	Date of contract signing	21/01/2016 (12/05/2008)	DNA	DNA
25	Contract scope	The construction of the of Main Administration Building	DNA	DNA
26	Description of contract & Contract components	Main Administration Building	DNA	DNA
27	Contract Administration entity	MH Engineering PLC	DNA	DNA
28	Contract duration	730	DNA	DNA
29	Contract start date	26/01/2016 (13/05/2008)	DNA	DNA
30	Intended Completion date	03/02/2018 (26/05/2010)	DNA	DNA

PHASE	CONTRACT INFORMATION	CONSTRUCTION CONTRACT	DESIGN CONTRACT	SUPERVISION CONTRACT	
CONTRACT IMPLEMENTATION	1	Contract status (on going (% progress), terminated , completed)	On going- 67.50%	DNA	DNA
	2	Completion date (revised, projected, Actual)	Projected 03/02/2018 (26/05/2010) E.C	DNA	DNA
	3	Changes to contract duration with reason	169	DNA	DNA
	4	Amount of liquidated damage If applied (penalty for delay)	NA	DNA	DNA
	5	Contract price (revised, projected, Actual)	66,372,582.00	DNA	DNA
	6	Changes to contract price with reason	71,658,177.35	DNA	DNA
	7	Scope to completion	Construction of main administrative building	DNA	DNA
	8	Changes to contract scope with reason	Maintenance of four G+1 class rooms and Quartz paint work of G+3 CR block	DNA	DNA
	9	Total payment effected	DNA	DNA	DNA
	10	Warranty type and description	DNA	DNA	DNA
	11	Details of termination if applied	DNA	DNA	DNA
	12	Safety Measures (accident & death)	DNA	DNA	DNA
	13	Quality of work (very good, good, inferior, impossible to comment)			
	14	Disputed issues & award details	DNA	DNA	DNA

PROJECT PHASE		PROJECT INFORMATION	
PRELIMINARY PROJECT INFORMATION	1	Date of disclosure	DNA
	2	Project owner	Wollo University
	3	Project name	Construction of Wollo university main administrative building
	4	Sector, Subsector	Building
	5	Source for further information	
	6	Project Location	Amhara region south wollo Zone Dessietown, Wollo university Dessie campus
	7	Purpose	Office
	8	Project description	Design, supervise, administer and build an Main Administration building, to help the teaching and learning process of the university.
	9	Original Project Scope	The construction of the of Main Administration Building
	10	Project components	Design service /supervision and contract Administration /Works
	11	Environmental Impact	DNA
	12	Land and settlement impact	DNA
	13	Estimated budget of the project with breakdown of components	DNA
	14	Funding sources	The government of the federal republic of Ethiopia
	15	Project budget approval date	DNA
	16	Project start date (planned, actual)	DNA

17	Planned / Original duration for completing the whole project	DNA
18	Planned / Original cost of the project	DNA
19	Cost of the project at completion.	DNA
20	Changes of project cost with reason	DNA
21	Project completion date (Revised, projected, actual)	DNA
22	Actual duration for completing the whole project	DNA
23	Changes of project duration with reason	DNA
24	Project Scope at completion	DNA
25	changes of project scope with reason	DNA
26	Reference to documents for disclosure upon request (reactive disclosure)	DNA

DNA – Document not available

NA – Not applicable