

INTERGOVERNMENTAL AUTHORITY ON DEVELOPMENT (IGAD)

ICPALD

BID DOCUMENT

Construction of Proposed Beehive Shed(2No.) at Akendayo, Benishangul-Gumuz Region(Ethiopia)

Ref: ICPALD/WRKS/AKEN/4/25

INVITATION FOR BIDS

<u>Construction of Proposed Beehive Shed(2No.) at Akendayo, Benishangul-Gumuz</u> <u>Region(Ethiopia)</u>

SUBJECT: INVITATION FOR BIDS FOR THE CONSTRUCTION OF PROPOSED BEEHIVE SHED(2NO.) AT AKENDAYO, BENISHANGUL-GUMUZ REGION(ETHIOPIA)

Region(Ethiopia)_____

You are invited to submit your most competitive bid for the Construction of Proposed Beehive Shed(2No.) at Akendayo, Benishangul-Gumuz Region(Ethiopia) to be contracted by IGAD CENTER FOR PASTORAL AREAS AND LIVESTOCK DEVELOPMENT (ICPALD)

- 1. To assist you in the preparation of your bid, we are enclosing the following :
 - i. Bill of Quantities
 - ii. Description of the Works/Drawings
 - iii. Instructions to Bidders
- 2. You are requested to provide your offer latest by Tuesday 13th May 2025, 04:00 pm
- 3. We look forward to receiving your bid and thank you for your interest in this project.

Instructions to Bidders

1. Scope of Works

ICPALD invites bids for the Construction of Proposed Beehive Shed(2No.) at Akendayo,

Benishangul-Gumuz Region(Ethiopia)

The successful bidder will be expected to complete the works within Sixty (60) days from contract signing. (Provide the proposed work plan/schedule)

2. Qualification of the Bidder:

- (a) The bidder shall provide qualification information which shall include:-
- (b) Total monetary value of construction works performed for each year of the last 3 years;
- (c) Income tax clearance certificate;
- (d) Report on his financial standing; and
- (e) Details of any litigation, current or during the last 3 years in which the bidder is involved, the parties concerned and disputed amount or awards in each case.
- (f) A copy of certificate of registration from the relevant Authority
- (g) A copy of trading license;
- (h) The bidder should have satisfactorily completed at least one similar works in the last three years. (Provide copy of the certificate of completion for the previous works)

2.1 Eligibility - Conflict of Interest*

Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this bidding process, if the Bidder:

- i. directly or indirectly controls, is controlled by or is under common control with another Bidder; or
- ii. receives or has received any direct or indirect subsidy from another Bidder; or
- iii. has the same legal representative as another Bidder; or
- iv. has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the bid of another Bidder, or influence the decisions of the Employer regarding this bidding process; or
- v. any of its affiliates has been hired (or is proposed to be hired) by the Employer or Borrower as Engineer for the Contract implementation;
- vi. has a close business or family relationship with the concerned professional staff of the project implementing agency

3. Bid Price

The contract shall be for the whole works as described in the Bill of quantities, drawings

- a) The rates quoted by the bidder shall be fixed for the duration of the contract and shall not be subject to adjustment on any account.
- b) All duties, taxes and other levies payable by the contractor under the contract shall be included in the total price.
- c) The rates quoted by the bidder shall be fixed for the duration of the contract and shall not be subject to adjustment on any account.
- d) The Bidder shall fill in rates and prices and line item total for all items of the Works described in the Bill of Quantities along with total bid price (both in figures and words). Items for which no rate or price is entered by the Bidder shall be deemed covered by the other rates and prices in the Bill of Quantities.

4. Submission of bids

- **4.1** The bidder is advised to visit the site of works at his own expense and obtain all information that may be necessary for preparing the Bid.
- **4.2** Each bidder shall submit only one Bid which incorporates the labor.
- **4.3** The set of bidding documents comprise of the following:
 - i. Layout Drawings of the works;
 - ii. Structural Details;
 - iii. Detailed Bill of Quantities;
 - iv. Technical Specifications;
 - v. Instructions to Bidders
 - vi. Draft Contract Agreement format which will be used for finalizing the agreement for this Contract.
- **4.4** The Bid submitted by the bidder shall comprise the following:-
- a) Bid in the format given in Section **B**.
- b) Signed and Stamped Bill of Quantities- to be filled in as attached;
- c) Qualification information duly completed; and
- d) Bid Security, in original form for the amount 2% of the total amoutin form of .
 - A bank guarantee issued by a nationalized/scheduled bank located in your home country in the form given in Section B; or Certified cheque or Bank draft payable to ICPALD
- **4.5** The bidder shall send the Bid via email addressed to:

beverlyne.nyanchera@igad.int_ with a cc to icpaldprocurement@igad.int

Samples may be requested by the engineer at any stage, they should be provided then.

4.6 Any Bid received by after the deadline for submission of Bids will be rejected.

5. Validity of Bid

Bid shall remain valid for a period not less than 120 days after the deadline date specified for submission.

6. Evaluation of Bids

Bids that are responsive, qualified and technically compliant will thereafter be ranked according to price. Award of contract will be made to the lowest evaluated priced Bid.

7. Information relating to evaluation of Bids and recommendations for the award of contract shall not be disclosed to bidders or any other persons not officially concerned with the process until the award to the successful bidder is announced.

8. Evaluation of Bids

IGAD will evaluate and compare the Bids determined to be substantially responsive i.e. which

- (a) meet the qualification criteria specified in clause 2 above;
- (b) are properly signed; and
- (c) conform to the terms and conditions, specifications and drawings without material deviations.

9. Award of contract

IGAD will award the contract to the bidder whose Bid has been determined to be substantially responsive and who has offered the lowest evaluated Bid price and who meets the specified qualification criteria.

- **9.1** Notwithstanding the above, IGAD reserves the right to accept or reject any Bids and to cancel the bidding process and reject all Bids at any time prior to the award of contract.
- **10.2** The bidder whose bid is accepted will be notified of the award of contract by IGAD prior to expiration of the Bid validity period.

11. Performance Security

Within 15 days of receiving letter of acceptance, the successful bidder shall deliver to the ICPALD the performance security (either a bank guarantee or a bank draft in favour of the Employer) for an amount equivalent of 2% of the contract price. The Performance Security shall be valid till the expiry of the period of maintenance of the work, specified in clause 12.

Failure of the successful Bidder to furnish performance security and signing the agreement within the period stipulated shall constitute sufficient grounds for annulment of award and forfeiture of the Bid Security, in which case the Employer may make the award to the next lowest evaluated bidder or call for new bids.

12. Period of Maintenance:

The "Period of Maintenance" for the work will be three (6) months from the date of taking over the works. During the period of maintenance, the contractor will be responsible for rectifying any defects at no cost.

13. Payment:

Any payments for the works completed will be made against a certificated approved by the engineer designated by IGAD.

.....

SECTION B FORMAT FOR BID

Description of the Works: To: Subject : Bid for : Letter No.....from...... Reference Sir, We offer to execute the Works described in your letter referred above in accordance with the Conditions of Contract enclosed therewith at a total Contract Price of -USD _____ [in figures] USD _____ [in words] This Bid and your written acceptance of it shall constitute a binding contract between us. We understand that you are not bound to accept the lowest or any Bid you receive. We hereby confirm that this Bid is valid for 120 days as required in Clause 5 of the Instructions to Bidders. Yours faithfully,

Authorized Signature	:	Date:
Name & Title of Signatory	:	
Name of Bidder	:	
Address	:	

1. Performance Security

[The Bank, as requested by the successful Bidder, shall fill in this form in accordancewith the instructions indicated]

Date: [insert date (as day, month, and year) of Bid Submission] Contract No. and title: [insert number and title of the contract]

Bank's Branch or Office: [insert complete name of Guarantor]

Beneficiary: *[insert complete name of Contracting Authority]*

PERFORMANCE GUARANTEE No.: [insert Performance Guarantee number]

We have been informed that *[insert complete name of Contractor]* (hereinafter called "the Contractor") has entered into Contract No. *[insert number]* dated *[insert day and month], [insert year]* with you, for the supply of *[description of Goods and related Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a Performance Guarantee is required.

At the request of the Contractor, we hereby irrevocably undertake to pay you any sum(s) not exceeding *[insert amount(s²⁷) in figures and words]* upon receipt by us of your first demand in writing declaring the Contractor to be in default under the Contract, without cavil or argument, or your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This Guarantee shall expire no later than the *[insert number]* day of *[insert month] [insert year]*,²⁸ and any demand for payment under it must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458, except that subparagraph (ii) of Sub-article 20(a) is hereby excluded.

[signatures of authorized representatives of the bank and the Contractor]

²⁷ The Bank shall insert the amount(s) specified in the SCC and denominated, as specified in the SCC, either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Contracting Authority.

²⁸ Dates established in accordance with Clause 17.4 of the General Conditions of Contract ("GCC"), taking into account any warranty obligations of the Contractor under Clause 15.2 of the GCC intended to be secured by a partial Performance Guarantee. The Contracting Authority should note that in the event of an extension of the time to perform the Contract, the Contracting Authority would need to request an extension of this Guarantee from the Bank. Such request must be in writing and must be made prior to the expiration date established in the Guarantee. In preparing this Guarantee, the Contracting Authority might consider adding the following text to the Form, at the end of the penultimate paragraph: "We agree to a one-time extension of this Guarantee for a period not to exceed [six months] [one year], in response to the Contracting Authority's written request for such extension, such request to be presented to us before the expiry of the Guarantee."

2. Bank Guarantee for Advance Payment

[The Bank, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated.]

Date: [insert date (as day, month, and year) of Bid Submission] Contract No. and title: [insert number and title of the contract]

[bank's letterhead]

Beneficiary: [insert legal name and address of Contracting Authority]

ADVANCE PAYMENT GUARANTEE No.: [insert Advance Payment Guarantee no.]

We, [insert legal name and address of bank], have been informed that [insert complete name and address of Contractor] (hereinafter called "the Contractor") has entered into Contract No. [insert number] dated [insert date of Agreement] with you, for the supply of [insert types of Goods to be delivered] (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance is to be made against an advance payment guarantee.

At the request of the Contractor, we hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[insert amount(s)²⁹ in figures and words]* upon receipt by us of your first demand in writing declaring that the Contractor is in breach of its obligation under the Contract because the Contractor used the advance payment for purposes other than toward delivery of the Goods.

It is a condition for any claim and payment under this Guarantee to be made that the advance payment referred to above must have been received by the Contractor on its account *[insert number and domicile of the account]*

This Guarantee shall remain valid and in full effect from the date of the advance payment received by the Contractor under the Contract until *[insert date³⁰]*.

This Guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.

²⁹ The bank shall insert the amount(s) specified in the SCC and denominated, as specified in the SCC, either in the

currency(ies) of the Contract or a freely convertible currency acceptable to the Contracting Authority.

³⁰ Insert the Delivery date stipulated in the Contract Delivery Schedule. The Contracting Authority should note that in the event of an extension of the time to perform the Contract, the Contracting Authority would need to request an extension of this Guarantee from the bank. Such request must be in writing and must be made prior to the expiration date established in the Guarantee. In preparing this Guarantee, the Contracting Authority might consider adding the following text to the Form, at the end of the penultimate paragraph: "We agree to a one-time extension of this Guarantee for a period not to exceed [six months][one year], in response to the Contracting Authority's written request for such extension, such request to be presented to us before the expiry of the Guarantee."

[signature(s) of authorized representative(s) of the bank]

Draft Contract Agreement

This Agreement (hereinafter referred to as the "Agreement") is made this

BETWEEN, IGAD Centre for Pastoral Areas and Livestock Development based in Nairobi, Kenya and of PO Box 47824 – 00100 (hereinafter referred to as "**ICPALD**" which expression where the context so admits includes its successors and assigns) of one part; **AND**is a company incorporated in(hereinafter referred to as the "**Contractor**" which expression where the context so admits includes its successors and assigns), of the second part.

WHEREAS:

.....

B. is experienced in such matters, able, competent and willing to carry out the works specified under Annex 3 of this Agreement

NOW THEREFORE, the Parties hereto agree as follows:

Clause 1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Agreement, shall have the following meaning: -

- (a) **"Applicable Law"** means the laws and other instruments having the force of law in the
- (b) **"Agreement"** means this Agreement and the attached annexures executed by the parties hereto now and any future addendum;
- (c) "ICPALD" means the IGAD Centre For Pastoral Areas and Livestock Development, an approved agent of IGAD, authorised to take possession of the Works or supplies and administer to the related service requirements;
- (d) **"Contractor**" means, its authorised personnel and equipment that is within its scope and control.
- (e) **"Party"** means the ICPALD or the Contractor as the case may be and "Parties" means both of them;
- (f) **"Works**" means thewhich are to be constructed by the Contractor pursuant to this Agreement.
- (g) **"Officials"** means the persons stated under paragraph 1.4 or as may be specified from time to time.

1.1 Purpose

The purpose of this Agreement is for the Contractor to

1.2 Laws Governing the Agreement

This Agreement, its meaning and interpretation, and the relations between the Parties hereto shall be governed by the Laws of the Federal Democratic Republic of Ethiopia.

1.3 Language

This Agreement has been executed in English, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Agreement.

1.4 Notices

Any notice, request or consent made pursuant to this Agreement shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, email or facsimile to such Party at the Address specified *herein below*.

CONTRACTOR:

ICPALD:

1.5 Location

.....

1.6 Authorized Representative

Any action required or permitted to be taken and any document required or permitted to be executed under this Agreement by either Party may be taken or executed by the Officials as may be specified by the Parties, but the Contractor shall work under the technical guidance of the county engineer answerable to the ICPALD Director.

Clause 2 Commencement, Completion, Modification and Termination of Agreement

2.1 Execution of this Agreement

This Agreement shall come into effect upon the date of signature of the last party (herein known as the date of execution) and shall expire afterCalendar days unless otherwise extended by mutual agreement.

2.2 Contractual Term

Unless terminated earlier pursuant to Clause 2.5, this Agreement shall be valid from the date of its execution and shall remain enforce for a duration ofCalendar days unless subjected to renewal or extension on such terms and conditions as the case may require.

2.3 Modification

Modification of the terms and conditions of this Agreement, and any addendum, including any modification to this Agreement or the fees (if at all), may only be done by a written agreement between the Parties.

2.4 Force Majeure

2.4.1 **Definition**

For the purposes of this Agreement, "*Force Majeure*" means any event which is beyond reasonable anticipation and control of a Party and which makes a Party's performance of its obligations under the Agreement impossible or so impractical as to be considered impossible under the circumstances.

2.4.2 No Breach of Contract

The failure of a Party to fulfil any of its obligations under the Agreement shall not be considered a breach of, or default under this Agreement in so far as such liability arises from an event of *Force Majeure*, provided that the Party affected by such an event: -

- a) Has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out all the terms and conditions of this Agreement; and
- b) Has informed the other Party as soon as possible about the occurrence of such an event.

2.4.3 Payments

The payment shall be made by ICPALD to the Contractor as described in the Clause 8.

During the period of inability to perform the obligations as a result of an event of *Force Majeure*, the Contractor shall not be entitled to be paid for arising expenses if any save as herein stated below.

2.5 Termination

2.5.1 By ICPALD

ICPALD may terminate this Agreement by not less than **Two (2) Working Weeks** written notice of termination to the Contractor, to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause 2.5.1.

- (a) If the Contractor does not remedy a failure in the performance of his obligations under the Agreement within **Two (2) Working Weeks** after being notified or within any further period as ICPALD may have subsequently approved in writing;
- (b) If the Contractor fails to demonstrate the ability to carry out this assignment to the satisfaction of ICPALD within the agreed period or to the expected standard.
- (c) If the Contractor becomes insolvent or bankrupt;
- (d) If, as a result of *Force Majeure*, the Contractor is unable to perform a material portion of the Services for a period of not less than One (1) Week; or
- (e) If the Contractor, in the judgment of ICPALD, has engaged in corrupt or fraudulent practices in executing this Agreement.

For the Purpose of this Clause:

"Corrupt Practice" means but is not limited to the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in execution of obligations under this Agreement.

"Fraudulent Practice" means a misrepresentation of facts in order to influence a selection process for the execution of an agreement to the detriment of ICPALD, and includes collusive practice among service providers (prior to or after submission of quotations) designed to establish prices at artificial levels and to deprive IGAD of the benefits of free and open competition.

- **2.5.2** Notwithstanding anything else in this Agreement, this Agreement may however be terminated summarily without notice in case of gross misconduct or negligence of either professional or personal nature which include but are not limited to:
 - a. the other Party fails to perform any of its material obligations under this Agreement and does not rectify such failure within **Two (2) Working Weeks** of a written notice from the Terminating Party stating such failure; or
 - b. proceedings in insolvency, bankruptcy, corporate reorganization, winding up or any other similar procedure is initiated (or threatened) by or against the other Party, or a receiver is appointed over all or a material part of the business or assets of the other Party, or liquidation proceeding is commenced by or against the other Party; or
 - c. the other Party becomes unable to pay its debts generally as they become due; or
 - d. the other Party holds a meeting of creditors or makes a general assignment for the benefit of its creditors; or
 - e. the whole or material part of the business of the other Party is transferred to a third party by merger, amalgamation, agreement, order of court or otherwise, or the other Party ceases to do business

For the Purpose of this Clause:

"Gross misconduct" means but is not limited to the following circumstances:

any intentional act or series of actions which leads to a reasonably foreseeable outcome, and results in irreparable harm befalling ICPALD, its property or its personnel.

"Negligence" means but is not limited to the following circumstances:

any accidental act or series of actions which leads to a reasonably foreseeable outcome, and results in irreparable harm befalling ICPALD, its property or its personnel.

2.5.3 By the Contractor

The Contractor may terminate this Agreement by giving a written notice of not less than **Two** (2) Working Weeks to ICPALD, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) of this Clause 2.5.3.

- (a) If ICPALD fails to pay monies due to the services provided pursuant to this Agreement and not subject to dispute within **Thirty (30) Calendar days** after receiving written notice from the Contractor that such payment is overdue; or
- (b) If, as a result of "*Force Majeure*", the Contractor is unable to perform a material portion of the Services for a period of not less than **Two (2) Working Weeks**.

2.5.4 Payment upon Termination

In the event of termination of this Agreement pursuant to Clause 2.5.1 or 2.5.2, ICPALD shall remunerate the Contractor for services duly performed prior to the effective date of termination.

Clause 3. Obligation of the Contractor

- 3.1 The Contractor shall perform the specifics as set out in the obligations to this Agreement, which include:
 - 3.1.1 Ensuring all document surrounding the Works including but not limited to the materials supplied and it's are genuine and authentic.
 - 3.1.2 Ensuring that the materials supplied in the construction of the Works are free from any lien, charge, hire purchase agreement or such instrument.
 - 3.1.3 Guaranteeing that the materials supplied in the construction of the Works are free from any and all defects, either prior to or during the duration of this contract.
 - 3.1.4 Guaranteeing that when the Contractor is carrying out the process of construction. That the Contractor will obtain the necessary permits (if required) and will exercise normal construction standards, as per the industry.
 - 3.1.5 The Contractor should correctly supply the material necessary to construct the Works, as well as, items in support of the Works, and this includes but is not limited to; cables and other peripheral devices and installation services related to the equipment and/or the installation of peripheral devices. Furthermore, the Contractor shall bear the responsibility of rectifying any mistake or defect during the aforementioned process.
 - 3.1.6 Ensuring that the Contractor exercises a reasonable standard of care, while the Works are in the Contractors custody up to and till delivery is completed.
 - 3.1.7 Transferring ownership and control of the Works into ICPALD's custody upon Delivery and installation
 - 3.1.8 Promptly informing ICPALD of any event or conditions, which might materially and adversely affect the transfer of the Works. This includes but is not limited to; fire, theft, damage or any such event in which the Contractor may, or may not be deemed to have contributed to the event.
 - 3.1.9 Where fire, theft or damage occurs, the Contractor covenants to return the Works to its original state prior to the event, or refund monies paid back to ICPALD.
 - 3.1.10 Processing the transfer of Works free from any taxes due and payable to the Federal Democratic Republic of Ethiopia.

Clause 4. Contractor Actions Requiring ICPALDs Prior Approval

The Contractor shall obtain ICPALD's prior approval in writing before entering into any subcontract for the performance of any part of this contract. Where the Contractor subcontracts part of the construction of the Works, the Contractor shall bear liability for

defect(s) caused by the subcontractor and/or injurious harm that is caused or befalls the subcontractor(s).

Clause 5. Obligations of ICPALD

- 5.1 ICPALD shall use its best efforts to ensure that the Contractor successfully Construct the housing units using the Works listed.
- 5.2 ICPALD shall make payment in the format prescribed in Clause 8.2 and upon the satisfaction of ICPALD is satisfied that it has passed a successful inspection.
- 5.3 ICPALD shall, if and when requested by the Contractor, secure a duly executed exemption from duty certificate in the favour of the Contractor.
- 5.4 ICPALD shall pay the Contractor the sum stated in Clause 8 of the Agreement as specified herein.

Clause 6. Change in the Applicable Law

If, after the date of this Agreement, there is any change in the Applicable Law in whatever respect the same shall not affect the agreed sums of payment herein.

Clause 7. Delivery

The Works will be considered to have been completed once all of the following conditions have been completed:

- 7.1. The Contractor has physically transported the materials necessary to construct the Works and items in support of the Works under this Agreement, and any other supplemental equipment to physical location requested by ICPALD.
- 7.2. The Contractor shall construct the Works on the sites requested by ICPALD.
- 7.3. The Construction has successfully been completed and approved by ICPALD, and that the Contractor shall hand over possession to ICPALD.

Completion of the works shall be expected on or before the expiry of this Agreement.

Clause 8. Contract Price

8.1 The Contractor shall be paid a sum ofupon delivery without

any other benefits.

8.2 The Contractor shall be paid the said amount in the format prescribed:

- (i) **Payments against Progress**: The engineer, appointed by ICPALD will determine the satisfaction of works and the payments due as per the implementation progress and against a certified completion certificate signed by all the parties.
- (ii) **Retention Fees:** 5% of the total cost will be paid after issuance of final acceptance certificate and upon the expiry of the defect liability period of six (6) months.
- 8.3 The Contractor shall be responsible for any related ancillary financial obligations, including but not limited to; taxes, clearing and forwarding, custom charges and any such related expenses.

Clause 9. Confidentiality

The Contractor may not communicate at any time to any other person, government or authority external to ICPALD any information known to him by reason of his association with ICPALD which has not been made public, except in the course of his duty or by authority of the Director of ICPALD or his designate; nor shall the Contractor at any time use such information for private purpose. This obligation shall not lapse upon termination of this Agreement with ICPALD for a period of two (2) years.

Clause 10. Indemnity

- 10.1 Each party (the "Indemnifying Party") shall be responsible for, and shall indemnify and hold harmless the other party (the "Indemnified Party") against claims in respect of loss or damage to property (excluding, for the avoidance of doubt, the Works supplied whether delivered or not) of, incurred by the Indemnified Party and its directors, and/or officers, employees resulting from the negligence or intentional act or omission of the Indemnifying Party in the performance of or otherwise in connection with this Agreement. Notwithstanding the foregoing, the aforesaid indemnify obligation of the Indemnifying Party shall be excluded to the extent of the Indemnified Party's negligence, and except for any claim arising out of or in relation to the Indemnifying Party's intentional act or omission or fraud, no party shall be liable for any special, incidental, consequential or indirect loss or damages, including, but not limited to, damages for loss of revenue.
- 10.2 This indemnity shall cease upon the termination or expiration of this Agreement.

Clause 11. Liability

Under no circumstances will the Contractor have any liability to ICPALD of whatever kind for

- 11.1 any defects resulting from wear and tear, accident, improper use by ICPALD of the said Works
- 11.2 the fitness of the Works for any purpose other than purpose under which it was constructed for;
- 11.3 any warranties other than those derived from the manufacturer;
- 11.4 any adjustments, modification or repairs outside of the default period to the Works

Clause 12. Settlement of Disputes

12.1 Amicable Settlement

The Parties shall use their best efforts to settle amicably any dispute arising out of or incidental thereto in connection with this Agreement or its interpretation.

12.2 Any dispute between the Parties as to matters arising pursuant to this Agreement that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement shall be submitted for Arbitration by either Party for settlement in accordance with the laws of the Republic of Kenya

Parties shall exhaust all avenues of conciliation and mediation before filing any proceedings to resolve any dispute.

Clause 13. Assignment

No Party may assign any of its rights, or delegate any of its obligations or duties under this Agreement without the prior written consent of the other Party.

Clause 14. Amendments and Waivers

No provision of this Agreement may be amended or waived, except in a writing signed by the Parties to be charged therewith.

Clause 15. Severability

If any of the provisions contained in this Agreement shall be declared invalid, illegal or unenforceable in whole or in part under any applicable law, the validity, legality and enforceability of the remaining provisions or part thereof shall not in any way be affected or impaired.

Clause 16. Entire Agreement

This Agreement (including the Annex) constitutes the entire agreement between the Parties in respect to the subject matter hereof and supersedes all previous negotiations and communications in respect thereto.

This Agreement and its annexures are stated in the sequences of documents below:

- (a) the Agreement
- (b) Letter of Acceptance,
- (C) Contractor's Bid
- (d) Bill of Quantities, Designs and Drawings

IN WITNESS WHEREOF the Parties hereto have caused their hands to be affixed the date month and year hereinabove shown in two originals.

For IGAD	For Contractor
Date	Date
Signature	Signature



CENTRE FOR PASTORAL AREAS & LIVESTOCK DEVELOPMENT

BILL OF QUANTITIES

OPEN COMPETITIVE BIDDING

LOT 4

Subject of Procurement:	Proposed Beehive Shed(2No.) at Akendayo, Benishangul-Gumuz Region(Ethiopia)
Procurement Reference Number:	ICPALD/WRKS/AKEN./04/25
Date of Issue:	APRIL, 2025

ITEM DESCRIPTION	AMOUNT (USD)
Bill No.1 PRELIMINARIES	
FRELIMINARIES	
 Sufficiency of Tender A The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the Works and of the rates and prices used in arriving at the lump sum price(s) stated in the priced Bills of Quantities which rates and prices shall cover all his obligations under the contract and all matters and things necessary for the proper completion and maintenance of the works. 	
Definitions and Abbreviations B Abbreviations used in these Bills of Quantities shall be interpreted as follows: "Approved" shall mean approved by the Project Manager "as directed" shall mean as directed by the Project Manager. "B.S" shall mean The Current British Standard Specifications published by the British Standards Institution, 2 Park Street London, W.1, England.	
 "Kg" shall mean kilogramme "No" shall mean number "M" shall mean Linear metres "M2" shall mean square metres "M3" shall mean cubic metres "Do" shall mean the whole of the preceding description except as qualified in th (M.S) SHALL MEAN Measured Separately. "VAT" shall mean Value Added Tax. "Net Contract Sum" or "Net Tender Sum" shall mean the Tender / Contract Sum or adjustments thereto before the addition of Value Added Tax. 	e
<u>Site levels</u> C Before commencing work, the Contractor must arrange for and agree with the Project Manager the existing site levels and similarly establish and agree a benc mark.	h
<u>Contractural Requirements</u> D Performance Security clause	
E Advance payment guarantee	
F Insurance of works covering all installations during and up to 28 days after the end of the defects liability period	
G All contractor insurance; Third party insurance, Equipment Personnel	
COLLECTION -1 CARRIED TO SUMMARY	

	AMOUNT (USD)
 Setting out A The Contractor shall set out the Works in accordance with the dimensions and levels shown on the drawings and shall be responsible for the correctness of a dimensions and levels so set out by him and will be required to amend all error arising from inaccurate setting out at his own cost and expense. In the event any error or discrepancy in the dimensions or levels marked on the drawings being discovered, such errors or discrepancies must be reported by the Contractor to the Project Manager for his immediate attention. 	all ors
B No work shall be commenced by the Contractor until he has received written instruction from the Project Manager to adjust such discrepancies which may proved. Upon receipt of such instruction, the Contractor shall thereupon be responsible for adjustments necessary to comply with such instruction, and no claim for extra expense or relief from the provisions of the Conditions of Contract based on any discrepancy or error in the dimension or levels shown of the drawings may be made thereafter.	be o
C Before any work is commenced by sub-contractors or specialist firms, dimension must be checked on the site and / or buildings and agreed with the Contractor irrespective of the comparable dimensions shown on the drawings. The Contractor shall be responsible for the accuracy of such dimensions.	
Materials, goods and workmanship to conform to description, testing and inspection, samples	
D I) The standard of workmanship shall not be inferior to the current country Standards or where none are available the Equivalent British Codes of Practic No Material for use in the permanent construction are to be used for any temporary or other purpose than that for which they are provided.	e.
ii) The Contractor shall furnish at his own cost any samples of materials or workmanship or any tests that may be called for by the Project Manager for approval or rejection and for any further samples or tests in the case of rejection until they are approved by the Project Manager unless otherwise provided for herein.	
iii) The Contractor shall submit detailed schedules stating order and delivery dates along with regular updates to the Project Manager, as required.	
 Existing property E The Contractor shall take every precaution to avoid damage to all existing property including roads, cables, drains, other services and landscaping and h will be held responsible for all damage thereto arising from the execution of Contract and he shall make good all such damage when directed at his own expense. 	
 Existing services F Prior to the commencement of any work the Contractor is to ascertain from t relevant authorities the exact position, depth and level of all existing electric cables, water pipes or other services in the area and he shall make whatever provisions may be required by the authorities concerned for the support and protection of such services. 	
COLLECTION -2 CARRIED TO SUMMARY	
I	I I

ITEM	DESCRIPTION	AMOUNT (USD)
A	Any damage or disturbance caused to any service shall be reported immediately to the Project Manager and the relevant authority and shall be made good to their satisfaction at the Contractor's expense.	
В	<u>Materials, tools, plant and scaffolding</u> All materials and workmanship used in the execution of the works shall be of the best quality and description unless otherwise described. Any materials for the Works condemned by the Project Manager shall immediately be removed from the site at the Contractor's expense.	
	The Contractor shall be responsible for the provision of all materials, scaffolding, tools, plants, transport and workmen required for the Works except insofar as may be stated otherwise herein and he shall allow for the provision of the foregoing except for such items specifically and only required for the use of the Nominated Sub-Contractors as described herein.	
c	No timber used for scaffolding, formwork or similar purpose shall be used afterwards in the Permanent work.	
D	All such plant, tools and scaffolding shall comply with all regulations whether general or local in force throughout the period of the Contract and shall be altered or adapted during the Contract as may be necessary to comply with any amendments in or additions to such regulations.	
E	<u>Statutory obligations, notices, fees, charges, local regulations and Bye-laws</u> The Contractor is to comply with all local regulations and bye-laws of the Local Authority including serving of notices and paying fees.	
F	The Contractor shall allow for paying and obtaining all approvals including those of Local Authorites, City Council, Occupation Permit and all other legally demandable statutory fees, rates or taxes. No adjustment of the Contract Sum will be made in respect of such payments, unless expressly stated to the contrary in these Bills of Quantities.	
G	<u>Supervision</u> The said works shall be excuted under the direction and to the entire satisfaction of the Project Manager and the Clerk of Works, who shall have the Project Manager's specifically delegated authority, and who shall at all times have access to the works and to the yards and workshops of the Contractor or other places where work is being prepared for the building works.	
н	<u>Transport to and from sites</u> The Contractor shall include in his prices for the transport of materials, workmen etc. to and from the sites of the proposed works, at such hours and such routes as are permitted by the authorities.	
	COLLECTION -3 CARRIED TO SUMMARY	

 A The C labour minim is carr site w B The C Employ respondence contra addre 	Wages Contractor shall pay rates of wages and observe hours and conditions of in not less favourable than the minimum rates or remuneration and num conditions of employment applicable in the district in which the work ried out. The relevant notice must be posted up and kept posted upon the where it can conveniently be read by the employees concerned.	
Emplo respor Contra addre	oyement Act, Building and Construction Industry Wages council and is to be insible for compliance by Sub-contractors employed in the execution of the	
	ract. If required, he is to notify the Project Manager of the names and esses of all such sub-contractors. Any Contractor or sub-contractor not so lying will not be permitted to tender for other work for such period as the ct Manager may determine.	
in pay proof Depar the cl	d a claim be made to the Project Manager alleging the Contractor's default yement of Fair Wages of any workman employed on the Contract and if therefore satisfactory to the Project Manager is furnished by the Labour rtment, the Project Manager may, failing payment by the contractor pay laim out of any monies due or which may become due to the Contractor r this contract.	
partic	Contractor is to furnish to the Project Manager, if called upon to do so, such culars of the rates of wages, hours and conditions of labour reffered above, e Project Manager may direct.	
E The C and th	vant Labour Laws Contractor's attention is called to the relevant labour laws in the country he Contractor should allow in the Preliminaries of this Contract for all costs g or resulting there from.	
F The C stores shall p to ens identi	rity of the works and fencing Contractor shall be entirely responsible for the security of all the Works, s, materials, plant, personnel etc. both his own and sub-contractors and provide all necessary watching, lighting and other precautions as necessary sure the security and protection of the public. The Contractor shall provide ification cards with Photographs of all workers on the site to the faction of the Project Managers.	
G The C	<u>c and private roads, pavement, etc</u> Contractor will be required to make good at his own expenses any damage ay cause to the present approach road surfaces during the period of the s.	
Police H The C	e regulations Contractor is to allow for complying with all instructions and regulations of olice Authorities.	

	AMOUNT (USE
Area to be occupied by contractor	
A The areas of the sites which may be occupied by the Contractor for use as	
storage and for the purpose of erecting workshops, etc. shall be defined on the	
site by the Project Manager.	
Progress schedule	
BImmediately after signing the Contract the Contractor is to prepare a Time and	1
Progress Chart showing the time and order in which he proposes to carry out th	
Works within the total construction time stated in the Contract. The Chart sha	
show in detail the construction time, order in which each section of the work is	
to be carried out and be sub-divided into trades or tasks.	
Monthly progress reports shall be prepared by the Contractor and submitted to	
the Project Manager in six copies. The first report shall cover the period up to	
the end of the first calendar month following the Commencement Date. Report	
shall be submitted monthly thereafter, each within 7 days after the last day of	
the period to which it relates.	
Reporting shall continue until the Contractor has completed all work which is	
known to be outstanding at the completion date stated in the certificate of	
practical completion for the Works.	
Each report shall include but not limited to:	
(a) a programme and progress chart devised in such a way that the approved	
contract work program is shown and progress can be marked up against it as th	e
work proceeds,	
(b) photographs showing the status of progress on the Site,	
(c) records of the Contractor's Personnel and Equipment,	
(d) Site Weather Records dully certified by the Clerk of Works/Site Engineer	
(e) copies of quality assurance documents, test results and certificates of materials,	
(f) updated cash flow projection,	
(g) procurement schedule,	
(h) safety statistics,	
(i) comparisons of actual and planned progress, with details of any events or	
circumstances which may jeopardise the completion in accordance with the	
Contract, and the measures being (or to be) adopted to overcome the delays.	
Following receipt of such a notice, the Contractor shall take such steps as may	
be necessary, and as the Project Manager may approve, to remedy or mitigate	
the likely delay, including revision of the programme. The Contractor shall not	
be entitled to any additional payment for taking such steps.	
C The Contractor shall obtain the Project Manager's approval of the Chart and the	20
shall supply copies to the employer and Project Manager, as requested.	
COLLECTION -5 CARRIED TO SUMMARY	

 Overtime A The Contractor shall be responsible for any extra costs for overtime working he considers will be necessary inorder to complete the work within the contract period or time for completion apart from the overtime working which may be authorised by the Project Manager. B If overtime is worked in accordance with a written instruction issued by the Project Manager, the Contractor will be reimbursed in respect of such overtime to the extent only of the additional net cost of unproductive time payable over and above the basic hourly rates as laid down by the Regulation of wages and Conditions of Employement Act, Building and Construction Industry Wages Council and excluding any bonuses, profits and overheads. Water C The Contractor shall allow for providing all temporary water supplies required for the works, including Sub-Contract Works, together with all necessary storage tanks and distribution systems for the same and must allow for bearing all expenses incurred and paying for all water consumed without charge to any Sub-Contractor. Expenses in connection with Nominated Sub-Contractors should be allowed for in the attendance items under the relevant P.C. Sums. D All water shall be fresh, clean and pure, free from earthy, vegetable or organic matter, acid or alkaline substance in solution or suspension. Lighting and power E The Contractor shall allow for providing all temporary lighting and power supplies required for the works, including Sub-Contract works, together with all necessary distribution systems for the same and must allow for bearing all expenses incurred and paying for all current consumed without charge to any Sub-Contractor shall allow for all current consumed without charge to any Sub-Contractor. Expenses in connection with Nominated Sub-Contractor should be allowed for in the attendance items under the relevant P.C. Sums.<!--</th--><th>ITEM DES</th><th>SCRIPTION</th><th>AMOUNT (USD)</th>	ITEM DES	SCRIPTION	AMOUNT (USD)
 Project Manager, the Contractor will be reimbursed in respect of such overtime to the extent only of the additional net cost of unproductive time payable over and above the basic hourly rates as laid down by the Regulation of wages and Conditions of Employement Act, Building and Construction Industry Wages Council and excluding any bonuses, profits and overheads. Water C The Contractor shall allow for providing all temporary water supplies required for the works, including Sub-Contract Works, together with all necessary storage tanks and distribution systems for the same and must allow for bearing all expenses incurred and paying for all water consumed without charge to any Sub-Contractor. Expenses in connection with Nominated Sub-Contractors should be allowed for in the attendance items under the relevant P.C. Sums. D All water shall be fresh, clean and pure, free from earthy, vegetable or organic matter, acid or alkaline substance in solution or suspension. Lighting and power E The Contractor Shall allow for providing all temporary lighting and power supplies required for the works, including Sub-Contract works, together with all necessary distribution systems for the same and must allow for bearing all expenses incurred and paying for all current consumed without charge to any Sub-Contractor. Expenses in connection with Nominated Sub-Contractors should be allowed for in the attendance items under the relevant P.C. Sums. No guarantee or warranty is given as to the availability or suitability of power at the site. Testing F The Contractor shall allow for all testing of materials as required, and he shall be responsible for all expenses incurred in completing such tests, including costs of materials and labour equipment, transport and charges of the testing authority etc. Temporary works Access to sites and temporary roads G Means of access to the site shall	A The con per	e Contractor shall be responsible for any extra costs for overtime working he nsiders will be necessary inorder to complete the work within the contract riod or time for completion apart from the overtime working which may be	
 C The Contractor shall allow for providing all temporary water supplies required for the works, including Sub-Contract Works, together with all necessary storage tanks and distribution systems for the same and must allow for bearing all expenses incurred and paying for all water consumed without charge to any Sub-Contractor. Expenses in connection with Nominated Sub-Contractors should be allowed for in the attendance items under the relevant P.C. Sums. D All water shall be fresh, clean and pure, free from earthy, vegetable or organic matter, acid or alkaline substance in solution or suspension. Lighting and power E The Contractor shall allow for providing all temporary lighting and power supplies required for the works, including Sub-Contract works, together with all necessary distribution systems for the same and must allow for bearing all expenses incurred and paying for all current consumed without charge to any Sub-Contractor. Expenses in connection with Nominated Sub-Contractors should be allowed for in the attendance items under the relevant P.C. Sums. No guarantee or warranty is given as to the availability or suitability of power at the site. Testing F The Contractor shall allow for all testing of materials as required, and he shall be responsible for all expenses incurred in completing such tests, including costs of materials and labour equipment, transport and charges of the testing authority etc. Temporary works <u>Access to sites and temporary roads</u> G Means of access to the site shall be agreed with the Project Manager prior to commencement of the Work and the Contractor must allow building temporary access roads for the transport of materials, plant and workmen as may be required for the complete execution of the Works including the provision of temporary culverts, crossings, bridges or any other means of gaining access. 	Pro to 1 anc Cor	oject Manager, the Contractor will be reimbursed in respect of such overtime the extent only of the additional net cost of unproductive time payable over d above the basic hourly rates as laid down by the Regulation of wages and nditions of Employement Act, Building and Construction Industry Wages	
 matter, acid or alkaline substance in solution or suspension. Lighting and power E The Contractor shall allow for providing all temporary lighting and power supplies required for the works, including Sub-Contract works, together with all necessary distribution systems for the same and must allow for bearing all expenses incurred and paying for all current consumed without charge to any Sub-Contractor. Expenses in connection with Nominated Sub-Contractors should be allowed for in the attendance items under the relevant P.C. Sums. No guarantee or warranty is given as to the availability or suitability of power at the site. Testing F The Contractor shall allow for all testing of materials as required, and he shall be responsible for all expenses incurred in completing such tests, including costs of materials and labour equipment, transport and charges of the testing authority etc. Temporary works <u>Access to sites and temporary roads</u> G Means of access to the site shall be agreed with the Project Manager prior to commencement of the Work and the Contractor must allow building temporary access roads for the transport of materials, plant and workmen as may be required for the complete execution of the Works including the provision of temporary culverts, crossings, bridges or any other means of gaining access. 	C The for tan exp Cor	e Contractor shall allow for providing all temporary water supplies required the works, including Sub-Contract Works, together with all necessary storage has and distribution systems for the same and must allow for bearing all penses incurred and paying for all water consumed without charge to any Sub- ntractor. Expenses in connection with Nominated Sub-Contractors should be	
 E The Contractor shall allow for providing all temporary lighting and power supplies required for the works, including Sub-Contract works, together with all necessary distribution systems for the same and must allow for bearing all expenses incurred and paying for all current consumed without charge to any Sub-Contractor. Expenses in connection with Nominated Sub-Contractors should be allowed for in the attendance items under the relevant P.C. Sums. No guarantee or warranty is given as to the availability or suitability of power at the site. Testing F The Contractor shall allow for all testing of materials as required, and he shall be responsible for all expenses incurred in completing such tests, including costs of materials and labour equipment, transport and charges of the testing authority etc. Temporary works Access to sites and temporary roads G Means of access to the site shall be agreed with the Project Manager prior to commencement of the Work and the Contractor must allow building temporary access roads for the transport of materials, plant and workmen as may be required for the complete execution of the Works including the provision of temporary culverts, crossings, bridges or any other means of gaining access. 			
 the site. Testing F The Contractor shall allow for all testing of materials as required, and he shall be responsible for all expenses incurred in completing such tests, including costs of materials and labour equipment, transport and charges of the testing authority etc. Temporary works Access to sites and temporary roads G Means of access to the site shall be agreed with the Project Manager prior to commencement of the Work and the Contractor must allow building temporary access roads for the transport of materials, plant and workmen as may be required for the complete execution of the Works including the provision of temporary culverts, crossings, bridges or any other means of gaining access.	E The sup nec exp Sub	e Contractor shall allow for providing all temporary lighting and power oplies required for the works, including Sub-Contract works, together with all cessary distribution systems for the same and must allow for bearing all penses incurred and paying for all current consumed without charge to any b-Contractor. Expenses in connection with Nominated Sub-Contractors should	
 F The Contractor shall allow for all testing of materials as required, and he shall be responsible for all expenses incurred in completing such tests, including costs of materials and labour equipment, transport and charges of the testing authority etc. <u>Temporary works</u> <u>Access to sites and temporary roads</u> G Means of access to the site shall be agreed with the Project Manager prior to commencement of the Work and the Contractor must allow building temporary access roads for the transport of materials, plant and workmen as may be required for the complete execution of the Works including the provision of temporary culverts, crossings, bridges or any other means of gaining access. 			
Access to sites and temporary roads G Means of access to the site shall be agreed with the Project Manager prior to commencement of the Work and the Contractor must allow building temporary access roads for the transport of materials, plant and workmen as may be required for the complete execution of the Works including the provision of temporary culverts, crossings, bridges or any other means of gaining access.	F The be of r	e Contractor shall allow for all testing of materials as required, and he shall responsible for all expenses incurred in completing such tests, including costs materials and labour equipment, transport and charges of the testing	
COLLECTION -6 CARRIED TO SUMMARY	G Mea G Mea con acc req	<u>cess to sites and temporary roads</u> ans of access to the site shall be agreed with the Project Manager prior to mmencement of the Work and the Contractor must allow building temporary cess roads for the transport of materials, plant and workmen as may be quired for the complete execution of the Works including the provision of	
	со	DLLECTION -6 CARRIED TO SUMMARY	

DESCRIPTION	AMOUNT (
A Upon completion of the works, the Contractor shall remove such temporary roads, temporary culverts, bridges etc. and make good and reinstate all works and services distributed to the satisfaction of the Project Manager.	
Temporary buildings for use by the Contractor	
B The Contractor shall at his own cost, supply and erect all temporary buildings, sheds, mess rooms and stores with floors at least 150mm above ground level. No office, stores or other temporary buildings shall be erected on Site without first obtaining the consent from the Project Manager as to the type of temporary building to be supplied and the position in which they are to be erected.	
Sheds for storage of Materials The Contractor shall provide and maintain on the Site, ample weather-proof sheds for storage of cement and other perishable materials and shall clear the same away on completion and make good any disturbed surfaces.	
COLLECTION -7 CARRIED TO SUMMARY	
C On completion of the project, all equipment will become the property of the Employer.	
 <u>Communication</u> E All communications will be to the contractors offices, and the contractor shall provide effective means of communication, including voice and fascimile facilities from Administration office to site and this will be made available for the use of the project manager and his representative and the contractor will 	

EMDESCRIPTION	AMOUNT (USD
Sanitation of the works	
A The sanitation of the works shall be provided, maintained and removed on	
completion by the contractor to the satisfaction of the project manager and local authorities.	
tocat authorities.	
B The latrines shall be enclosed with framing and corrugated roofing sheets, sic	les
and partitions with concrete floors, steel trowelled smooth to falls to facilita	te
washing. Their location shall be agreed with the Project Manager and the wor	ks
shall not be commenced before the sanitary accommodation has been approv	ed
by the above -mentioned authorities.	
C The Project Manager will be required to pay all conservancy charges and shal	l
ensure clean daily maintenance and disinfecting of the latrines, and not less	
once per week, the whole area shall be sprayed with disinfectant and on	
completion of the works the latrines and any temporary drains shall be remov	/ed
and all works and surfaces disturbed made good and the whole area disinfect	
and left clean and free from pollution to the satisfaction of the Project Mana	ger
and local authorities.	
Notice boards/ Sign boards	
D The contractor shall provide and erect where directed and maintain during the	e
whole period of building operations and remove at completion, one approved	
temporary notice board to the project Manager's design and giving a brief	
description of the works and showing the names of the employer, Project	
Manager and Contractor.	
Temporary Hoardings, Fencing and the like	
E The Contractor shall be entirely responsible for all temporary hoarding and	
fencing which shall be required by either the Project Manager or the Local	
Authority. The Contractor should ascertain the extent of such temporary	
hoardings and fencing and include the costs in his bid.	
F The contractor is to obtain any neccesary permits, maintain in position, pay a	all
neccesary fees and finally clear away on completion.	
Protoction of the works	
Protection of the works G The contractor shall cover up and protect all finished works liable to damage	
including provision of temporary roof, gutters, drains, etc. untill the complet	ion
of the works.	
COLLECTION -9 CARRIED TO SUMMARY	

MDESCRIPTION	AMOUNT (USD
A In the event of any damage occuring to the works, materials, sewers, drains, gullies, paths or other works on the site in temporary possession of the contractor for the purpose of this contract, either from the weather, want of proper protection, defects, or insufficiency of works or any other cause whatsoever during the progress of the works, the contractor alone shall be responsible and shall without extra charge, make good all damage and pay all costs which may be levied.	
 Prevention of nuisance B The works and such sections of the site necessary therefore, shall be under the entire care and control of the contractor during the whole period of the contract and he shall take all possible precautions to prevent any nuisance, inconvenience or injury to the holders or occupiers of the existing or surrounding properties ar to the public generally, and shall at all times keep all paths and roads affected by the works in a safe and clear state, and shall use proper precautions to ensure the safety of all wheeled traffic and pedestrains. 	e nd
 Removal of plant, rubbish, etc. C The contractor shall, upon completion of the works, remove and clear away all temporary buildings, plants, rubbish and unused material and shall leave the whole of the site of works in a clean and tidy state to the satisfaction of the Project Manager. He shall also remove all rubbish and dirt from the site at weekly intervals or as directed by the Project Manager. 	
D Particular care shall be taken in leaving windows clean and the removal of all paint and cement stains therefrom.	
 <u>Records</u> E The contractor shall allow for keeping all records relevant to the works and shalkeep on site a daily recording of weather conditions, temperature, rainfall, visitors, Plant, workforce, to the site etc. 	u
F The contractor shall allow for all costs related to training and standard levies, and the like, as required by the Laws.	
Engineers Accommodation and Attendance Upon Engineer and His/her site Personnel	
I The Contractor shall allow for Cost for payment of surveyor support staff and laboratory technicians	
COLLECTION -10 CARRIED TO SUMMARY	

	DESCRIPTION	AMOUNT	(USD)
	Occupational Health and Safety, HIV/AIDS and Gender		
Α	The Contract shall provide a qualified safety officer to deal with OHS, HIV/AIDS		
	and Gender Management and provide all necessary facilities including transport.		
	HIV/AIDS and STD prevention and counseling shall include information, education		
	and counseling campaigns including regular distribution of condoms. The		
	Contractor shall provide, maintain and operate a HIV/AIDS and STD clinic or		
	make alternative arrangements with an existing facility to the approval of the		
	Project Manager. The Contractor shall also carry out Gender sensitisation and		
	awareness raising meetings and workshops and provide gender sensitive		
	monitoring and reporting.		
	The Contractor (including his sub-contractors) or any sub-contractor directly		
	employed by the client shall ensure that all health and safety provisions are in		
	place and are functional prior to doing any work on site on a daily basis. Non		
	compliance shall attract an express penalty of USD 1,000 (United state Dollar one		
	thousand Thousand only) per day per item listed on the health and safety plan		
	that is not implemented. Such amounts shall be deducted from payment due to		
	main contractor in the valuation that will be issued in the period after the		
	incidence. A letter informing the responsible contractor/sub-contractor of the		
	said undertaking shall be issued by the consultants immediately when the		
	Compliance with NEMA Regulations and the Environment Impact Assessment		
	Report Recommendations		
В	The Contractor shall comply with all the regulations set out by the National		
	Environmental Management Authority (NEMA). The contractor should familiarize		
	himself with the Recommendations of the Environmental Impact Assessment and		
	comply with them during execution of the work.		
	As-built drawings and operating & Maintenance Manuals		
С	"As built" drawings and/or operating and maintenance manuals shall be supplied		
	by the Contractor by the date stated in the Conditions of Contract and Contract		
	Data.		
	Copyright		
D	The Copyright of these documents is vested in the Project Manager and they may		
_	not be reproduced in whole or in part without the Project Manager's Written		
	Permission.		
		Ī	

ITEM DESCRIPTION	AMOUNT (USD)
BILL NO.1 Collection	
Brought forward from page 1/1	
Brought forward from page 1/2	
Brought forward from page 1/3	
Brought forward from page 1/4	
Brought forward from page 1/5	
Brought forward from page 1/6	
Brought forward from page 1/7	
Brought forward from page 1/8	
Brought forward from page 1/9	
Brought forward from page 1/10	
Brought forward from page 1/11	
Total to be carried to Main Summary	

ITFM	DESCRIPTION	PAGE	AMOUNT (USD)
	BEEHIVE SHED		
	BILL NO.2		
	BEEHIVE SHED		
	BILL SUMMARY		
A	ELEMENT A: SUBSTRUCTURES		
В	ELEMENT B: SUPERSTRUCTURE		
c	ELEMEMT C: ROOFING		
	TOTAL BILL NO.2 CARRIED TO MAIN SUMMARY	•	

ltem	•	Unit	QTY	Rate (USD)	AMOUNT (USD
	Bill No.2				
A	Element A - SUBSTRUCTURE Clear area of new construction of all undergrowth small bushes, grub up all trees not exceeding 200mm girth and remove existing structure and any obstructions as				
	directed.	m²	-		
В	Excavate over site to remove vegetable soil 150mm deep and take away debris from site.	m²	-		
C	Excavate to reduce levels. (provisional)	m³	18		
D	Excavate foundation trench not exceeding 1.50m deep.	m ³	-		
E	Do. But for column base.	m³	3		
F	Return, fill in and ram imported approved murram around foundations.	m³	-		
G	Fill in and ram imported murram infilling to make up levels under floor well consolidated in 150mm thick layers.	m ³	-		
Н	<u>Keep excavations free from water:-</u> Allow for keeping the whole of the excavations free from mud, silt and water by bailing, pumping or otherwise	ltem	1		
I	Planking and strutting to sides of excavations Allow for the provision, maintaining and subsequent removal of all required planking and strutting to uphold sides of all excavations and for keeping same free from fallen materials	ltem	1		
J	150mm Thick bed of approved imported murram well spread levelled, rammed and consolidated in layers not exceeding 100mm. Filling to Make up levels	m³	12		
к	Approved hard-core filling as described 200mm Bed of approved imported hard core well spread, rammed and consolidated under floor slab and blinded with and including 30mm layer of sand well watered and rolled to receive concrete (measured separately).	m²	-		
	Total Carried to Collection (SUBSTRUCTURE)				
	rotat carried to conection (JODSTRUCTURE)	L			L

		I		l	I	I
	Termidor 25 EC' or other approved anti-termite					
	chemical treatment: applied by an approved					
	professional pest control specialist: strictly in					
	accordance with the manufacture`s instructions to	m²	24			
A	Sides and bottoms of column bases	m	24			
В	Surfaces of Hardcore bed	m²	-			
	Damp proof membrane					
C	1000 Gauge diothene or other equal approved polythene					
	sheeting as damp proof membrane laid on blinded hard					
	core (measured separately) with welted joints and	2				
	minimum 200mm end and side laps.	m²	82			
	Vibrated Reinforced concrete (Class 15/19mm					
	aggregates of Assumed mix 1:3:6) as described in:-					
D	200mm Floor bed laid on damp proof membrane. (m/s)	m²	82			
	Welded fabric reinforcement to BS 4483					
E	Steel wire fabric mesh reinforcement to B.S 4483 Ref.					
	A142 weighing 2.22kg/m2 in concrete floor bed with					
	minimum 300mm end and side laps.(measured net)	m²	82			
	Total Carried to Collection (SUBSTRUCTURE)					
	Collection (Substructure)					
	Total page 2/2					
	Total page 2/3					
	TOTAL BILL NO.2 (SUBSTRUCTURE) CARRIED TO BILL SI		Y	-		
	ELEMENT B: SUPERSTRUCTURE					

390 32 532 120	
532	
532	
120	
	· ·
ARY	1

ROOF CONSTRUCTION AND COVERING				
Sawn cypress TIMBER pressure impregnated with preservative:				
A 100x50mm rafters	m	61		
B 100x50mm tie beam	m	45		
C 75x 100 wall plate	m	80		
D 150x50mm Purlins	m	285		
E 100x50mm struts & ties	m	120		
ROOF COVERING F 28 Gauge pre-painted galvanized IT4 sheet of approved colour, profile and and fixing accessories fixed to timber purlins with roofing nails in accordance with the manufacturers instructions.	m²	159		
G Ridge to match	m	21		
 Fascia and Barge Boards H 225mm fascia & Barge boards ; primed and painted on the outside surface in three coats paint to approval I Prepare prime and paint one undercoat and two gloss finishing coats of oil paint on metal surfaces. 	m Kg	-		
TOTAL BILL NO.2 (ROOFING) CARRIED TO BILL SUMMAR	Y			

ITEM	DESCRIPTION GRAND SUMMARY	No.	COST	AMOUNT (USD)
	PROPOSED STORE AND BEEHIVE SHED ETHIOPIA			
1	01- Preliminaries			
		2		
	Bill No.3 Beehive Shed	Z	-	
	SUB- TOTAL -1			
	ADD: CONTINGENCY 10%			
	SUB- TOTAL -2			
	ADD: VAT 18%			
	TOTAL THIS BILL			

ΕΤΗΙΟΡΙΑ

AKENDAYO: BENISHANGUL-GUMUZ REGION

PROPOSED BEEHIVE SHED

	NOTES
1	THIS DRAWING HAS A COPYRIGHT AND THE WORK EXECUTED FROM IT, IS THE PROPERTY OF THE CONSULTANT
2	ALL DIMENSIONS MUST BE CHECKED ON SITE BY THE CONTRACTOR BEFORE WORK COMMENCES
3	FIGURED DIMENSIONS TO BE TAKEN IN PREFERENCE TO SCALING OFF DRAWING
4	ANY DISCREPANCIES TO BE REPORTED TO THE OFFICE OF THE CONSULTANT
5	ALL RC COLUMNS, SLABS, FOUNDATIONS AND ROOF STRUCTURE TO STRUCTURAL ENGINEER'S DETAILS
6	THIS DRAWING MUST BE READ IN CONJUCTION WITH DRAWINGS CODED THEREIN.
7	PV DENOTES PERMANENT AIR VENTS OVER DOORS AND WINDOWS AS SHOWN ON THE DRAWING
8	WALLS BELOW 200MM THICK ARE TO BE REINFORCED WITH HOOPIRON AT EVERY ALTERNATE COURSE
9	DEPTH OF FOUNDATION TO BE DITERMINED ON SITE
10	DRAINAGE PIPES PASSING UNDER TARMAC, DRIVEWAYS AND BUILDINGS TO BE ENCASED IN 150MM CONCRETE SURROUND
11	ALL REINFORCED CONCRETE WORKS TO BE TO STRUCTURAL ENGINEER'S DETAILS
12	ALL SANITORY WORKS TO BE TO SATISFACTION OF MoH
13	ALL ROADS TO BE TO CIVIL ENGINEER'S DETAILS
14	FOR SOIL AND WATERDRAINAGE REFER TO MECHANICAL ENGINEERS DRAWING'S

PROJECT NAME

CONSULTANCY SERVICES for DETAILED ARCHITECTURAL AND ENGINEERING DESIGNS & TECHNICAL SUPERVISION of BORDER POST BETWEEN ETHIOPIA and SUDAN, BUSINESS INCUBATION CENTRES IN MORUNGOLE, KAABONG DISTRICT, (UGANDA) AND NARUS, KAPOETA EAST COUNTY, (SOUTH SUDAN), A POULTRY-HOUSE FOR AKANDEYU, ETHIOPIA and AN ACCESS ROAD FROM MORUNGULE TO NATINGA

Client:



CENTRE FOR PASTORAL AREAS AND LIVESTOCK DEVELOPMENT.

Project Particulars:

PROPOSED POULTRY HOUSE

Location: EKENDAYO

Country:

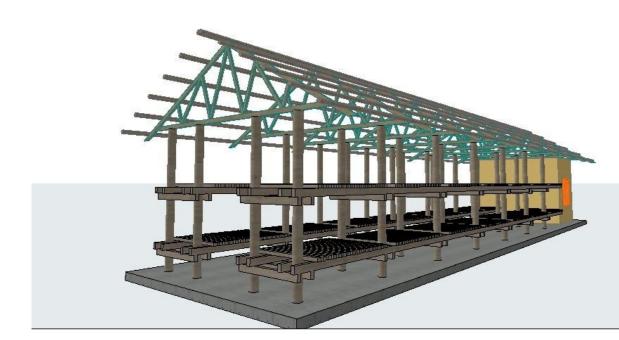
REPUBLIC OF ETHIOPIA

Consultant MATOVU JOHN .R

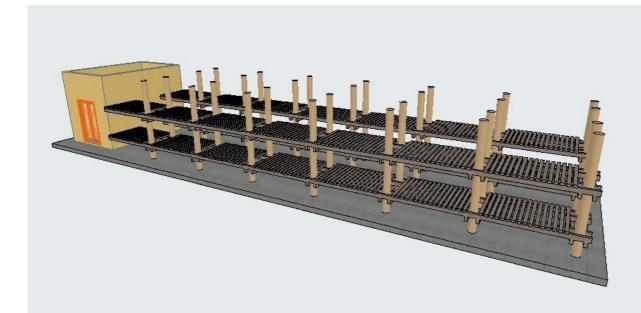
P.O.BOX 3694 KAMPALA ARB.REG.No.257.

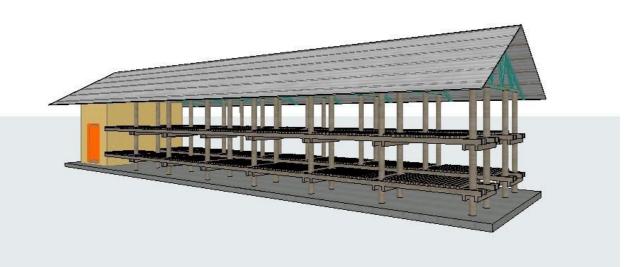
Sheet no .:	Scale: As Indicated
Drawing no .:	Drawn by:
Units: mm	MATOVU JOHN.R
<u>Date:</u> DECEMBER 2024	<u>Checked by:</u> M.J.R

BEEHIVE SHED: ARTISTIC IMPRESSIONS









NOTES 1 THIS DRAWING HAS A COPYRIGHT AND

- 1 THIS DRAWING HAS A COPYRIGHT AND THE WORK EXECUTED FROM IT, IS THE PROPERTY OF THE CONSULTANT
- 2 ALL DIMENSIONS MUST BE CHECKED ON SITE BY THE CONTRACTOR BEFORE WORK COMMENCES
- FIGURED DIMENSIONS TO BE TAKEN IN PREFERENCE TO SCALING OFF DRAWING
- ANY DISCREPANCIES TO BE REPORTED TO THE OFFICE OF THE CONSULTANT
- 5 ALL RC COLUMNS, SLABS, FOUNDATIONS AND ROOF STRUCTURE TO STRUCTURAL ENGINEER'S DETAILS
- 6 THIS DRAWING MUST BE READ IN CONJUCTION WITH DRAWINGS CODED THEREIN.
- 7 PV DENOTES PERMANENT AIR VENTS OVER DOORS AND WINDOWS AS SHOWN ON THE DRAWING
- 8 WALLS BELOW 200MM THICK ARE TO BE REINFORCED WITH HOOPIRON AT EVERY ALTERNATE COURSE
- 9 DEPTH OF FOUNDATION TO BE DITERMINED ON SITE
 10 DRAINAGE PIPES PASSING UNDER TARMAC, DRIVEWAYS AND BUILDINGS TO BE ENCASED IN 150MM CONCRETE SURROUND
- BUILDINGS TO BE ENCASED IN 150MM CONCRETE SURROUND 11 ALL REINFORCED CONCRETE WORKS TO BE TO STRUCTURAL ENGINEER'S DETAILS
- 12 ALL SANITORY WORKS TO BE TO SATISFACTION OF MoH
- 13 ALL ROADS TO BE TO CIVIL ENGINEER'S DETAILS
- 14 FOR SOIL AND WATERDRAINAGE REFER TO MECHANICAL ENGINEERS DRAWING'S

PROJECT NAME

CONSULTANCY SERVICES for DETAILED ARCHITECTURAL AND ENGINEERING DESIGNS & TECHNICAL SUPERVISION of BORDER POST BETWEEN ETHIOPIA and SUDAN, BUSINESS INCUBATION CENTRES IN MORUNGOLE, KAABONG DISTRICT, (UGANDA) AND NARUS, KAPOETA EAST COUNTY, (SOUTH SUDAN), A POULTRY-HOUSE FOR AKANDEYU, ETHIOPIA and AN ACCESS ROAD FROM MORUNGULE TO NATINGA

Client:



CENTRE FOR PASTORAL AREAS AND LIVESTOCK DEVELOPMENT.

Project Particulars:

PROPOSED POULTRY HOUSE

Location: EKENDAYO

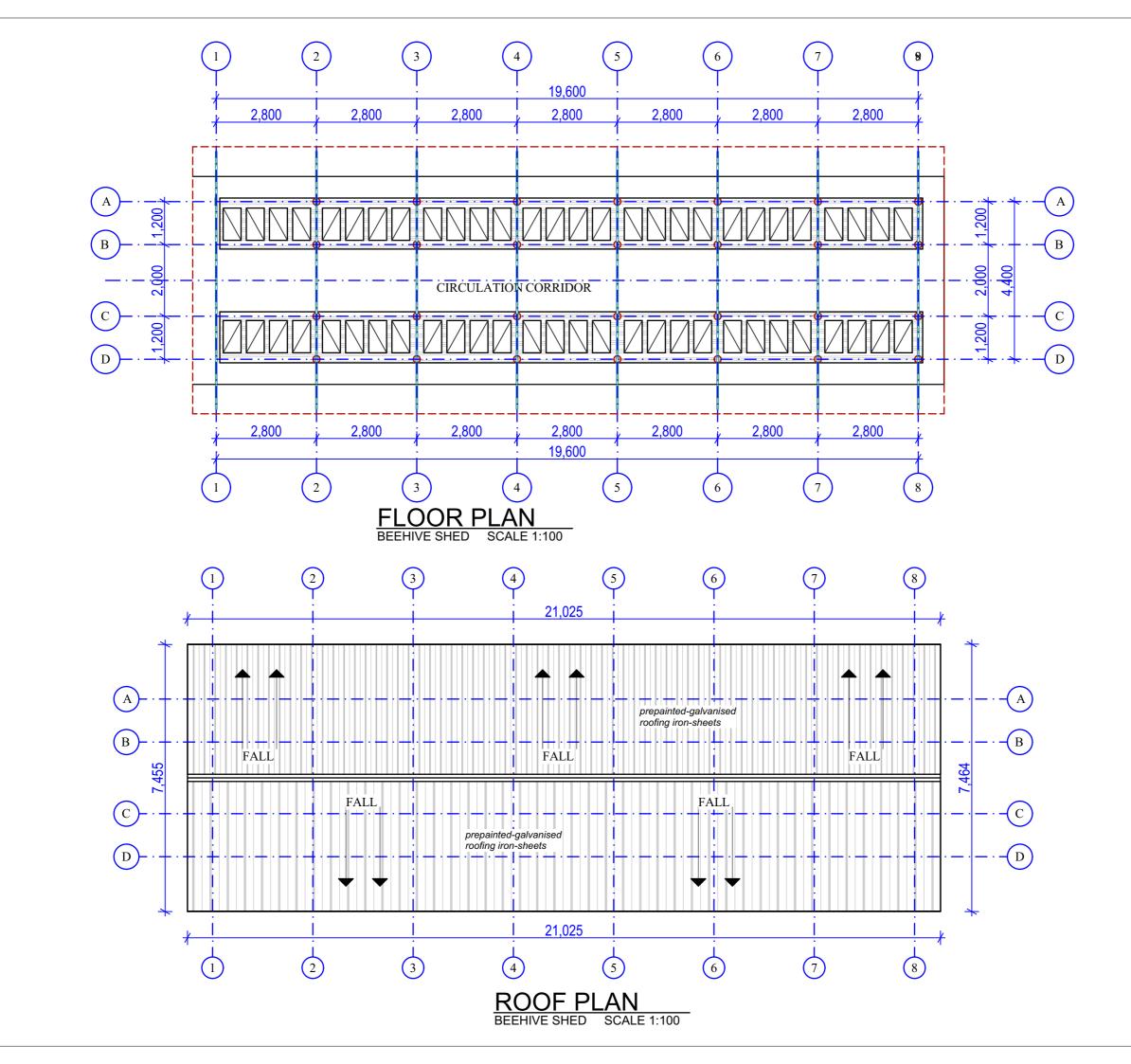
Country:

REPUBLIC OF ETHIOPIA

Consultant MATO

MATOVU JOHN .R P.O.BOX 3694 KAMPALA ARB.REG.No.257.

Sheet no.:	Scale: As Indicated
Drawing no.:	Drawn by:
Units: mm	MATOVU JOHN.R
Date: DECEMBER 2024	<u>Checked by:</u> M.J.R



NOTES 1 THIS DRAWING HAS A COPYRIGHT AND THE WORK EXECUTED FROM IT, IS THE PROPERTY OF THE CONSULTANT 2 ALL DIMENSIONS MUST BE CHECKED ON SITE BY THE CONTRACTOR BEFORE WORK COMMENCES 3 FIGURED DIMENSIONS TO BE TAKEN IN PREFERENCE TO SCALING OFF DRAWING 4 ANY DISCREPANCIES TO BE REPORTED TO THE OFFICE OF THE CONSULTANT 5 ALL RC COLUMNS, SLABS, FOUNDATIONS AND ROOF STRUCTURE TO STRUCTURAL ENGINEERS DETAILS 6 THIS DRAWING MUST BE READ IN CONJUCTION WITH DRAWINGS CODED THEREIN. 7 PV DENOTES PERMANENT AIR VENTS OVER DOORS AND WINDOWS AS SHOWN ON THE DRAWING

- 8 WALLS BELOW 200MM THICK ARE TO BE REINFORCED WITH HOOPIRON AT EVERY ALTERNATE COURSE
- 9 DEPTH OF FOUNDATION TO BE DITERMINED ON SITE
 10 DRAINAGE PIPES PASSING UNDER TARMAC, DRIVEWAYS AND BUILDINGS TO BE ENCASED IN 150MM CONCRETE SURROUND
- 11 ALL REINFORCED CONCRETE WORKS TO BE TO STRUCTURAL ENGINEER'S DETAILS
- 12 ALL SANITORY WORKS TO BE TO SATISFACTION OF MoH
- 13 ALL ROADS TO BE TO CIVIL ENGINEER'S DETAILS
- 14 FOR SOIL AND WATERDRAINAGE REFER TO MECHANICAL ENGINEERS DRAWING'S

PROJECT NAME

CONSULTANCY SERVICES for DETAILED ARCHITECTURAL AND ENGINEERING DESIGNS & TECHNICAL SUPERVISION of BORDER POST BETWEEN ETHIOPIA and SUDAN, BUSINESS INCUBATION CENTRES IN MORUNGOLE, KAABONG DISTRICT, (UGANDA) AND NARUS, KAPOETA EAST COUNTY, (SOUTH SUDAN), A POULTRY-HOUSE FOR AKANDEYU, ETHIOPIA and AN ACCESS ROAD FROM MORUNGULE TO NATINGA

Client:



CENTRE FOR PASTORAL AREAS AND LIVESTOCK DEVELOPMENT.

Project Particulars

PROPOSED POULTRY HOUSE

Location: EKENDAYO

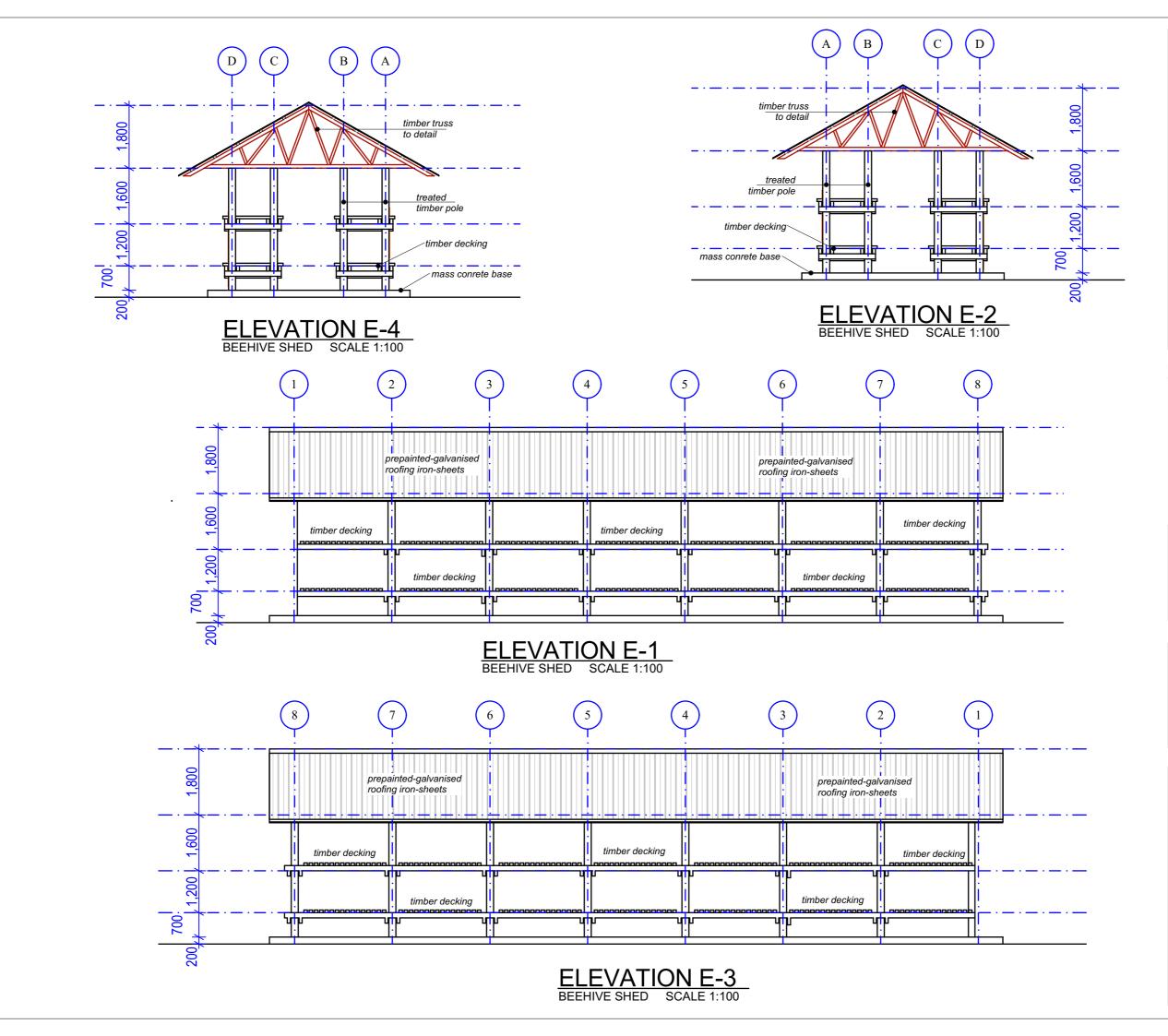
Country:

REPUBLIC OF ETHIOPIA

Consultant

MATOVU JOHN .R P.O.BOX 3694 KAMPALA ARB.REG.No.257.

Sheet no .:	Scale: As Indicated
Drawing no.:	Drawn by:
Units: mm	MATOVU JOHN.R
<u>Date:</u> DECEMBER 2024	<u>Checked by:</u> M.J.R



NOTES

- THIS DRAWING HAS A COPYRIGHT AND THE WORK EXECUTED FROM IT, IS THE PROPERTY OF THE CONSULTANT
- ALL DIMENSIONS MUST BE CHECKED ON SITE BY THE CONTRACTOR BEFORE WORK COMMENCES
- FIGURED DIMENSIONS TO BE TAKEN IN PREFERENCE TO SCALING OFF DRAWING
- ANY DISCREPANCIES TO BE REPORTED TO THE OFFICE OF THE CONSULTANT
- ALL RC COLUMNS, SLABS, FOUNDATIONS AND ROOF STRUCTURE TO STRUCTURAL ENGINEER'S DETAILS
- 6 THIS DRAWING MUST BE READ IN CONJUCTION WITH DRAWINGS CODED THEREIN.
- 7 PV DENOTES PERMANENT AIR VENTS OVER DOORS AND WINDOWS AS SHOWN ON THE DRAWING
- 8 WALLS BELOW 200MM THICK ARE TO BE REINFORCED WITH HOOPIRON AT EVERY ALTERNATE COURSE
- 9 DEPTH OF FOUNDATION TO BE DITERMINED ON SITE
 10 DRAINAGE PIPES PASSING UNDER TARMAC, DRIVEWAYS AND BUILDINGS TO BE ENCASED IN 150MM CONCRETE SURROUND
- 11 ALL REINFORCED CONCRETE WORKS TO BE TO STRUCTURAL ENGINEER'S DETAILS
- 12 ALL SANITORY WORKS TO BE TO SATISFACTION OF MoH
- 13 ALL ROADS TO BE TO CIVIL ENGINEER'S DETAILS
- 14 FOR SOIL AND WATERDRAINAGE REFER TO MECHANICAL ENGINEERS DRAWING'S

PROJECT NAME

CONSULTANCY SERVICES for DETAILED ARCHITECTURAL AND ENGINEERING DESIGNS & TECHNICAL SUPERVISION of BORDER POST BETWEEN ETHIOPIA and SUDAN, BUSINESS INCUBATION CENTRES IN MORUNGOLE, KAABONG DISTRICT, (UGANDA) AND NARUS, KAPOETA EAST COUNTY, (SOUTH SUDAN), A POULTRY-HOUSE FOR AKANDEYU, ETHIOPIA and AN ACCESS ROAD FROM MORUNGULE TO NATINGA

Client:



CENTRE FOR PASTORAL AREAS AND LIVESTOCK DEVELOPMENT.

Project Particulars

PROPOSED POULTRY HOUSE

Location: EKENDAYO

Country:

REPUBLIC OF ETHIOPIA

Consultant

MATOVU JOHN .R P.O.BOX 3694 KAMPALA ARB.REG.No.257.

Sheet no .:	Scale: As Indicated
Drawing no.:	Drawn by:
Units: mm	MATOVU JOHN.R
Date: DECEMBER 2024	Checked by: M.J.R