

Section V- Conditions of Particular Application

**Conditions of Contract**  
**Part II: Conditions of Particular Application**  
**Definitions and Interpretation**

**Sub-Clause 1.1**  
**Definitions**

(a) (i) The Employer is the party stipulated in the **Appendix to Bid**.

(a) (iv) The Engineer is the party stipulated in the **Appendix to Bid**.

Amend subparagraph. (a) (iv) also by adding the following words after the word "Conditions":

"or any other competent person appointed by the Employer, and notified to the Contractor, to act in replacement of the Engineer."

Add to Sub-Clause 1.1(a):

(v) "Employer" is The **Deutsche Gesellschaft für Internationale Zusammenarbeit (GIZ) GmbH, Dag-Hammarskjöld-Weg 1-5, D - 65760 Eschborn, Federal Republic of Germany represented by GIZ Office Addis Ababa /German Development Cooperation Office (GDCO)**.

Amend subparagraph (b) (v) of Sub-Clause 1.1 by adding the following words at the end:

"The word 'Tender' and its derivatives are synonymous with the word 'Bid,' and its derivatives, and the words 'Tender Documents' with 'Bidding Documents'.

The words "**Appendix to Tender**" and the words "**Appendix to Bid**" shall have the same meaning as the words 'Appendix to the Form of Bid'."

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Add Sub-Clause 1.1 (g) (v):

“Dates shall be construed in accordance with the Gregorian Calendar.”

**Sub-Clause 1.6** Add the following Sub-Clause 1.6:  
**Gender**  
**Specific Words**

“Wherever in the Contract Documents the word ‘man’ or ‘men’ is used directly or as a suffix it means ‘woman’ or ‘women’ also. The Word ‘he’ includes ‘she’ also.”

### **Engineer and Engineer’s Representative**

**Sub-Clause 2.1** Add the following to Sub-Clause 2.1:  
**Engineer’s**  
**Duties and**  
**Authority**

“With reference to Sub-Clause 2.1 (b), the following provision shall also apply:

The Engineer shall obtain the specific approval of the Employer before taking any of the following actions specified in Part I:

- (a) consenting to the sub-letting of any part of the Works under Clause 4;
- (b) certifying additional cost determined under Clause 12 or Clause 53;
- (c) determining an extension of time under Clause 44;
- (d) issuing any variation under Clause 51, which exceeds Birr 20,000.00;
- (e) issuing any variation, if the sum of all variations issued has exceeded 5% of the Contract Price;
- (f) certifying payment if the Contract Price will be exceeded;
- (g) authorising the use of provisional sums in excess of the monetary limit for variations;
- (h) issuing any taking-over certificate;
- (i) certifying additional payment under Clause 65;
- (j) Issuing a Defects Liability Certificate.

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(k) Fixing rates or prices under Clause 52.

Notwithstanding the obligation, as set out above, to obtain approval, if in the opinion of the Engineer, an emergency occurs affecting the safety of life or of the Works or of adjoining property, he may, without relieving the Contractor of any of his duties and responsibilities under the Contract, instruct the Contractor to execute all such work or to do all such things as may, in the opinion of the Engineer, be necessary to abate or reduce the risk. The Contractor shall forthwith comply, despite the absence of approval of the Employer, with any such instruction of the Engineer. The Engineer shall determine an addition to the Contract Price, in respect of such instruction, in accordance with Clause 52 and shall notify the Contractor accordingly, with a copy to the Employer."

**Sub-Clause 2.4  
Appointment  
of Assistants**

Add the following paragraphs to the existing Clause:

"Assistants and inspectors are not authorized to accept materials, to issue instructions, or to give advice that is contrary to the Contract. Work done or material furnished which does not meet the Contract requirements, shall be at the Contractor's risk and shall not be a basis for a claim even if the inspectors or assistants purport to change the Contract.

Assistants and inspectors may advise the Contractor for any of his faulty work or materials or infringements of the terms of the contract; however, failure of the Engineer or the assistants or inspectors to advise the contractor does not constitute acceptance or approval."

**Assignment and Subcontracting**

**Sub-Clause 4.3  
Limit of  
Subcontracting**

Add Sub-Clause 4.3:

"Subcontracting shall be confined to the portions and values of

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the Works set out in the **Appendix to Bid.**"

**Sub-Clause 4.4  
Eligibility of  
Subcontractors**

Add Sub-Clause 4.4:

"Subcontractors named in the Contract shall comply with the eligibility rules and requirements of the Deutsche Gesellschaft für Internationale Zusammenarbeit (GIZ) GmbH financed Projects and the Contractor shall be required to ensure that their contracts include all the conditions applicable to the main contract.

**Contract Documents**

**Sub-Clause 5.1  
Language and  
Law**

(a) The language is stipulated in the **Appendix to Bid.**

(b) The law is that in force in the country stipulated in the **Appendix to Bid.**

**Sub-Clause 5.2  
Priority of  
Contract  
Documents**

Delete the documents listed 1-6 and substitute the following:

- (1) the Contract Agreement ;
- (2) Minutes of Pre contract award discussion Addendum, the Bid and the **Appendix to Bid**;
- (3) The Conditions of Contract, Part II; Conditions of Particular Application;
- (4) The Conditions of Contract, Part I; General Conditions of Contract;
- (5) Special Provisions to Technical Specifications;
- (6) the priced Bills of Quantities will not be submitted at this point and not applicable;
- (7) Other documents as listed in the **Appendix to Bid.**

**Sub-Clause 6.2  
One Copy of  
Drawings to be  
Kept on Site**

Add to Sub-Clause 6.2, the following:

"The Contractor shall also keep on the Site one copy of all Contract Documents, and the said Drawings and Documents are to be kept completely up to date at all times.

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The Contractor shall give 3 days' notice in writing to the Engineer or the Engineer's Representative of any further drawing or specification that may be required for the execution of the Works or otherwise under the Contract."

**Add to Clause 6 the following Sub-Clauses 6.6 to 6.10 inclusive:**

**Sub-Clause 6.6 Metric Units** "All units used in the Contract shall be metric and for measurement of angles the 360 degrees circles systems shall be used.

**Sub-Clause 6.7 Intent of Drawings and Specifications** The intent of Drawings and Specifications is to describe the details for the complete construction and maintenance of the Works which the Contractor undertakes to perform in accordance with the terms of the Contract.

Where the Drawings or Specifications describe portions of the Works in general terms, but not in complete detail, it is understood that only materials and workmanship of the first quality are to be used. First quality refers to the quality as approved by the Engineer.

Unless otherwise specified, the Contractor shall furnish all labour, material, tools, equipment and incidentals, and do all the work involved in executing the Contract in a satisfactory and workman-like manner.

**Sub-Clause 6.8 Design, Drawings & Specifications Prepared by the Contractor** No payment will be made to the Contractor for undertaking any kind of design work, preparation of drawings and specification, other than that specifically required by the terms of the Contract. Payment for design work, preparation of drawings and specifications, specifically required by the terms of the Contract shall be deemed to be included in the Rates and Lump Sums

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entered in the Bill of Quantities in the future and BoQ will not be submitted at this point.

**Sub-Clause 6.9  
Submission of  
Designs and  
Drawings**

All detailed working drawings/shop drawings, design calculations and fabrication drawings for Temporary Works (such as form-work, staging, centring, scaffolding, specialized constructional, handling and launching equipment and the like) as well as bar bending and cutting schedules for reinforcement, material lists for structural fabrication, end anchorage and Steel RHS fence , etc.. shall be prepared by the Contractor at his own cost and forwarded in triplicate to the Engineer at least 3 days in advance of actual constructional requirements. The Engineer will check and return one copy of the same for the Contractor's use with amendments, if any, noted in red ink. Such approval shall not relieve the Contractor of any of his responsibilities in connection with temporary works. The Contractor will supply two copies of the approved drawings for Engineer's use. The cost of preparing all such items of work will be covered by the contractor.

**Sub-Clause  
6.10  
As-Built  
Drawings**

On completion of Works, the Contractor shall arrange to furnish to the Employer two (2) bound sets of all "As-Constructed" drawings for every component of the Work at his own cost, all such copies being on Polyester film of quality to be approved by the Engineer or his Representative. The Taking-Over Certificate of the Works, whole or by parts, as per the provisions of Clause 48.1 and 48.2 hereof, shall not be issued by the Engineer in the event of the Contractor's failure to furnish the aforesaid "As-Constructed" drawings for the entire Works."

**Add to Clause 7 the following Sub-Clauses 7.4 to 7.6  
inclusive**

**Sub-Clause 7.5  
Size of  
Drawings**

All drawings submitted by the Contractor shall for convenience in filing be as far as possible of a uniform size, and not more than

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101cm x 68 cm. The drawings shall be numbered and dated, and shall include the title of the Contract at the bottom of the drawing followed by the title of the drawing concerned. All drawings shall have the appropriate scales drawn on them and notes shall be in English. All amendments to such drawings shall be noted and dated on the drawing.

### **Sub-Clause 7.6 Submissions to the Engineer**

Whenever the Contractor is required to submit to the Engineer proposals, details, drawings, calculations information, literature, materials, test report and certificates, the Engineer will consider each submission and, if appropriate, will reply to the Contractor in accordance with the relevant provision of the Conditions of Contract. Unless a defined period of time is stated in the specification, each submission shall be made by dates to be agreed with the Engineer having regard to the approved programme and the need to give the Engineer adequate time to consider each submission.

Documents submitted other than drawings and manufacture's literature, shall be A4 in size. All documents shall be in English and any abbreviations shall be explained. All calculations and technical information shall be in units conforming to the System for International Units (SI).

The approval of the Engineer of any submission shall not relieve the Contractor from his responsibilities under the Contract."

## **General Obligations**

### **Sub-Clause 8.3 General Requirements**

Add to Clause 8 the following Sub-Clause 8.3:

"(a) Materials available on the site or materials made available or supplied by the Employer shall be used solely for the execution of the Works;

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- (b) The Contractor shall minimise the pollution of and disturbance of offices in the building, lands, roads and other places on and around the compound. No trees or other vegetation shall be removed except to the extent necessary for the works and in consultation and approval of the employer;
- (c) The Contractor shall comply with the current Government regulations with regard to the transport, storage of materials
- (d) The Contractor shall take all reasonable precautions:
- (i) in connection with any transportation of material from site to the working area;
- (e) The Contractor shall provide, maintain and remove on completion of the Works, settling lagoons and other facilities to minimise pollution due to the Contractor's operations including but not limited to quarrying, aggregate washing, concrete mixing and grouting.

**Sub-Clause  
9.1  
Contract  
Agreement**

Replace the text of Sub-Clause 9.1 with the following:

"The Contractor shall, within 1 day of the receipt of the Letter of Acceptance, execute a Contract Agreement to be prepared and completed in the form annexed to these Conditions with such modifications as may be necessary."

**Sub-Clause  
10.1  
Performance  
Security**

Replace the text of Sub-Clause 10.1 with the following:

"The Contractor shall provide security for his proper performance of the Contract to the Employer within 2 days after the receipt of



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the Letter of Acceptance. The performance security shall be in the form of a bank/insurance guarantee, as stipulated by the Employer in the **Appendix to Bid**. Performance security furnished by banks that locate other than the Employer's country which has a correspondent bank in the employer country is acceptable. The Contractor shall notify the Engineer when providing the performance security to the Employer.

**Sub-Clause  
10.2  
Validity of the  
Performance  
Security**

The performance security shall be valid until a date 28 days from the date of issue of the Taking-Over Certificate. The security shall be returned to the Contractor within 14 days of expiration.