

WORKS CONTRACT

Nr. 39/CUAMM/ETH/2024

Between

Doctors with Africa CUAMM

(‘The contracting authority’),

of the one part,

and

<Full official name of the contractor>
[<Legal status/title>]¹
[<Official registration number>]²
<Full official address>
[<VAT number>],³

(‘the contractor’)

of the other part,

have agreed as follows:

PROJECT: Multi sectoral intervention to improve access to health of vulnerable community in Hamer district – (Project - IMPACT

RENOVATIONS OF 5 HEALTH POST BUILDINGS IN SOUTH OMO ZONE

Whereas the contracting authority would like the contractor to carry out the following works:

Renovations of 5 health post buildings (ERYA KEESSA, ERYA AMBULE, BESHEDA, SEMBELE & WERO, in South OMO zone, Hammer Woreda, Dimeka Town.

and has accepted a tender by the contractor for the execution and completion of such works and the remedying of any defects therein.

It is hereby agreed as follows:

- (1) In this contract, words and expressions shall have the meanings assigned to them in the contractual conditions set out below.
- (2) The following documents shall be deemed to form and be read and construed as part of this contract, in the following order of precedence:
 - (a) the contract,
 - (b) the special conditions,

¹ Where the contracting party is an individual.

² Where applicable.

³ Except where the contracting party is not VAT registered.

- (c) the general conditions,
- (d) the technical and/or performance specifications,
- (e) the design documentation (drawings),
- (f) the breakdown of lump-sum price,
- (g) the tender,
- (h) any other documents forming part of the contract.

The various documents making up the contract shall be deemed to be mutually explanatory; in cases of ambiguity or divergence, they shall prevail in the order in which they appear above. Addenda shall have the order of precedence of the document they are amending.

- (3) In consideration of the payments to be made by the contracting authority to the contractor as hereinafter mentioned, the contractor undertakes to execute and complete the works and remedy defects therein in full compliance with the provisions of the contract.
- (4) The contracting authority hereby agrees to pay the contractor in consideration of the execution and completion of the works and remedying of defects therein the amount of:
 - Contract price (excluding VAT/other taxes) is ETB
 - VAT and other taxes ETB
 - Contract price ETB.....

or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract. VAT will be paid in compliance with the binding regulations, national law and international agreements concerning the execution of the project..

- (5) The parties agree to the set of rights and obligations described in the attached contractual documents, with the following main characteristics, further detailed in the attachments:

#	Description	Contract-article	
1	Price	Lump sum contract	49
		Prices cannot be revised	48
2	Duration	<...> months implementation of works	34
		Provisional acceptance, after completion of works	60
		Defects liability period of 365 days, after provisional acceptance	61
		Final acceptance, after expiry of defects liability period	62
3	Delay	0.1% of the contract price for every day of delay	36
4	Supervisor	<...>	5
5	Bank guarantees	no performance, pre-financing and retention guarantees	15, 46, 47
6	Insurances	For damage to 3 rd parties, unlimited for bodily injury	16
		Contractor all risk insurance	16
		Insurance against accidents at work	16
		Insurance for soundness of works	16
7	Payments	lump sum advance for 20% of the original contract price, after conclusion of the contract	46
		Interim payment for <...>% of the contract price, after completion of <phase/percentage of quantities, cf. 49 SC>	49, 50
		Interim payment for <...>% of the contract price, after completion of <phase/percentage of quantities, cf. 49 SC>	49, 50
		
		Retention money for 10% of the contract price, after signed final	47, 49

	statement of account	
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In witness whereof the parties hereto have signed the contract. This contract shall take effect on the date on which it is signed by the last party, namely the contractor.

Done in English in three originals, two original for the contracting authority and one original for the contractor.

For the contractor

Name:

Title:

Signature:

Date:

For the contracting authority

Name:

Title:

Signature:

Date: