ከውሃ ማህበራት ፌዴሬሽን፤ከውሃ ማህበራት እና ከተቋራጭ ጋር የተደረገ የግንባታ ውል ስምምነት

ይህ ውል ዋናው የግንባታ ውል ስምምነት እንደተጠበቀ ሆኖ ተጨማሪ ስራውን ለማሳለጥ ይረዳ ዘንዳ በውሀ ማህበራት ፌዴሬሽን፤በውሃ ማህበራት እና በተቋራጩ መካከል የተካሄደ ውል ስምምነት ነው፤ የውሃ ማህበራት ፌዴሬሽን ከዚህ በሀላ **ፌዴሬሽን** በመባል ሊጠቀስ የሚችለውና________________________ (ነዋሪነታቸው በ-----------------------ወረዳ _____________ቀበሌ ስ.ቁ._______________በሆኑት የሚወከለው)ና የህብረተሰቡ የውሃ ተጠቃሚዎች ማህበር ከዚህ በሀላ **የተጠቃሚው የውሃ ኮሚቴ** በመባል ሊጠቀስ የሚችለውና ________________________ (ነዋሪነታቸው በ----------------------ወረዳ _____________ ቀበሌ ስ.ቁ._______________በሆኑት የሚወከለው)ና በሌላ በኩል ደግሞ በ ______________________________ ግንባታ ተቋራጭ ከዚህ በሗላ ተቋራጩ በመባል ሊጠቀስ በሚችለውና በ________________________ የሚወከለው ህጋዊ ፈቃድ ያለው ድርጅት (አድራሻ: ________________________ ስ.ቁ. _____________________) መካከል የተካሄደ ነው።

የውሉ አላማ

የዚህ ውል አላማ አዲስ የውሃ ተቋም በሚገነባበት ጊዜ የሚኖረውን የሶስቱን አካላት ሀላፊነትና ግዴታ በመወሰንና በማሳወቅ ግንባታው በተሳካ ሁኔታ እንዲገነባ ማድረግ ነው።

Mini Contract Agreement b/n WUAF, WUA and Contractor

Beside the main contract agreement, this Mini contract agreement is done with the WUAF, WUA, and the Contractor to speed up the construction activities. This water supply scheme construction contract is made between

Water use association federation (WUAF), herein after called the “Federation” on one part represented by ____________________ Chairman/Secretary “________________________________”, whose residence is located at: ________________ Woreda _________________ Kebele______________________Village and, tel: ________________________, on one part

and

The Community water Users Association, CBO, herein after called the “Beneficiary Water Association” represented by

1 ____

2 ____

Whose residence is located at ______________________ Kebele ______________________________Village on one part.

and

The __________________________________ General contractor herein after called the “Contractor” represented by Ato/Wro/Wrt _______________________________ which has registered legal license of contracting general construction work and whose office is located at _____________________________

Tel__________________on the other part.

Aim of contract:

To achieve the construction of water scheme, through defining the terms of collaboration, responsibilities and obligations among the three parties, during the construction phase of new water schemes.

አንቀጽ ፲፤ የስራው ሽፋን

ስራው የውሃ ተቋምን ማስገንባት ሲሆን ከዚህ በታች የተዘረዘሩትን ሊያካትት ይችላል።

ሀ) ምንጭ ማጎልበት --------------------------

ለ) ማከፋፈያ ሳጥን ------------------------------

ሐ) የውሃ ማጠራቀሚያ ---------------------

መ) የውሃ ቦኖ ---------------------------------

W) ልብስ ማጠቢያ ----------------------------

ረ) የእንስሳት ውሃ ማጠጫ ገንዳ -------------

c) የቧንቧ መስመር ቁፋሮ :_________________

ሸ) ሌሎች -------------------------

<u>አንቀጽ 2፡ ሀላፊነትና ግዴታዎች</u>

2.1) የውሃ ተጠቃሚዎች ማህበርና ፌዴሬሽን ሀላፊነትና ግዴታ

ሀ) የውሃ ተጠቃሚ ማህበር አካባቢውን ለስራ ምቹ በማድረግ በጉልበት ስራ የሚያግዙ ሰዎችን ግንባታው ተጀምሮ እስከሚጠናቀቅ ድረስ ከታች በቀረበው ዝርዝር መሰረት ያቀርባል።ተቋራጩም ለመቆጣጠር እና ለዉሃ ኮሚቴውም ሆነ ለማህበረሰቡ በአግባቡ ሪፖርት ለማድረግ እንዲያስችለው የተመደቡት ሰዎች ስም ዝርዝር በተጠቃሚው የውሃ ኮሚቴ ተዘጋጅቶ ሊሰጠው ይገባል።

1. ለምንጭ ግንባታ ፡ <u>20 ሰው በቀን</u>
2. ለውሃ ማጠራቀሚያ ግድግዳ አርማታ ሙሌት (በ፣ቀን የሚሞላ)፡ <u>25 ሰው በቀን</u>
3. ለሌሎች ግንባታዎች (ቦኖ፤ከብት ማጠጫ፤ልብስ ማጠቢያ ፤ማከፋፈያ፤ማጠራቀሚያ፤መሸጋገሪያ ...)፡ <u>8 ሰው በቀን</u>
4. 80 ሴሜ ጥልቀት ያለው የውሃ መስመር ቁፋሮ በሳምንት 500 ሜ ስሌት የመቆፈር ግዴታ አለባቸው።የመጨረሻ ቀነ ገደብ ለአንድ ኪሜ አንድ ወር ይሆናል

ለ) በመንድ ወይም በአየር ጸባይ ምክንያት ለግንባታው የሚያስፈልጉ ጥሬ እቃዎች እና መሳሪያዎች የግንባታው ቦታ ድረስ መድረስ ያልቻሉ እንደሆነ ህብረተሰቡን በማስተባበር ወደ ግንባታው ቦታ ያደርሳል በተጨማሪ ስራው ሲጠናቀቅ የግንባታ ቀሪ እቃዎችን በሙሉ ይመልሳል።

ሐ) ግንባታው ተጀምሮ እስከሚጠናቀቅ ድረስ የተጠቃሚው የውሃ ማህበር በቀን ቢያንስ አንድ የኮሚቴ አባል በግንባታ ቦታው ላይ እንዲያስተባብር መመደብ አለበት።

መ) የውሃ ተጠቃሚ ኮሚቴ ለተቋራጩ ቡድን በግንባታው ቦታ አቅራቢያ ያለና ለአደጋ ባልተጋለጠ መልኩ ሊያርፉበት የሚችሉበት የመኝታ እና ማብሰያ ቦታ ያለው መጠለያ ማዘጋጀት ይኖርበታል።

W) የውሃ ማህበሩ የግንባታ ዕቃዋችን ፡ለማስቀመጥ ቤት የማዘጋጀት ኃላፊነት አለበት፡፡

Article 1 – **Scope of Work**

The work is construction of water supply scheme activities and includes the listed below components

1. Spring Development:___________
2. Distribution box:_______________
3. Reservoir:_______________
4. Water point:________________
5. Wash table:_______________
6. Cattle trough:______________
7. Pipe line excav & installation:_________
8. Other crossings:_______________

Article 2 – **Responsibilities and obligations**

2.1 Water User Associations and Federations responsibilities and obligations

a) WUA shall facilitate comfortable working environment and shall provide all unskilled labour as per the listed below components, required for the construction of the scheme. For easily controlling and reporting, the WUA shall give the assigned unskilled labour by name list to the contractor
   1. For spring works: 20 person /day
   2. Reservoirs casting (one day per reservoir) : 25 persons/day
   3. All other infrastructure works : 8 persons per day
   4. 80 cm deep trench digging, as per rate of 500 m digging per week (required 50 equipped people/day for 5 days in a week). Deadline for 1Km trench digging is one month

b) Beneficiary water association shall take responsibility of transporting all construction material and tool that are delivered at the location of where further access to the construction site is limited due to road and weather condition. All extra material and tools shall be transported back at the end the works

c) Beneficiary water association shall assign minimum one member of the association/committee per day at the construction site throughout the period of the execution

d) Beneficiary water association shall provide to the contractor's team a good safe and reliable shelter temporarily at the vicinity of the construction site for sleeping and cooking.

e) Beneficiary water association shall provide a safe place to store all construction material and tools

2.2 የተቋራጩ ሀላፊነትና ግዴታ	2.2 Contractor responsibilities and obligations
ሀ) ተቋራጩ ግንባታውን በተሰጠው ዲዛይንና ስዕላዊ መግለጫና የፕሮጀክቱ ባለሞያ በሚያዘው መሰረት መገንባት ይኖርበታል፤ያለበለዚያ በስህተት ለገነባው ግንባታ በራሱ ወጪ የመገንባት ግዴታ አለበት።	a) The contractor shall execute the construction work according to the specification and the drawing. He shall follow all PROCEED team advice otherwise he will built by his own expense for wrongly constructed one.
ለ) በተፈጠረለት የአካባቢው ምቹ ሁኔታ አብሮ ከሚሰራው ማህበረሰብ ጋር ተግባብቶ መስራት ይኖርበታል።	b) The contractor shall respect the community he is working with
ሐ) ተቋራጩ ለስራው የሚያስፈልገውን የሰው ሃይልና ጥሬ እቃ አቅርቦት ከሚያስፈልግበት ቀን ቢያንስ አንድ ሳምንት ቀደም ብሎ መጠየቅ አለበት	c) The contractor shall make his requisition of the construction material and unskilled labour in at least one week prior to anticipated day of demand.
መ) ተቋራጩ በስምምነቱ መሰረት የጊዜ ሰሌዳውን በአጽንዖት መከተል ይኖርበታል። ከተቋራጩ አቅም በላይ መሆኑ በተረጋገጠ ምክእያት ካልሆነ በስተቀር ማንኛውንም የስራ መጓተት በዋናው የግንባታ ውል ስምምነት ተመን መሰረት ተቋራጩን የሚያስቀጣ ይሆናል	d) The contractor shall strictly respect the time table as per the agreement. Any delay unless justified for it is “beyond the capacity of the contractor”, shall lead to penalty of delay which the contractor is liable to pay as per the main contract agreement
W) ሕብረተሰቡ ከሚያቀርበው መጠለያ በቀር ተቿራጩ ወደ ግንባታው ቦታ ለሚያመጣቸው ሰራተኞች ተጨማሪ ሁኔታዎችን የማመቻቸት ሃላፊነቱን ይወስዳል።	e) The contractor shall be responsible for accommodation of the team he brought to the site except the shelter which is provided by the community.

<u>አንቀጽ 3፤ በጋራ የሚሞላ የስራ መርሃ ግብር</u> (የፕሮጀክቱ ዝርዝር እቅድ ከዚህ ቅጽ ጋር አባሪ ሆኖ ይያያዛል)(Work detail plan or action plan will be attached as annex here)

Example of schedule (start date = lot advance payment)

Month	1				2				3				4				5				6			
Week	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4
Lot 1	Spring																							
					3 Km Trench						Trench Deadline |												
											RDB + WP 1						Lot Deadline |						

ወር Month	1				2				3				4				5				6			
ሳምንት Week	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4
የስራ ዝርዝር በሎት Work lists/Lot																								

አንቀጽ 4፤ ማስጠንቀቂያ እና ውል ስለማቋረጥ

ሀ) ማህበረሰቡ ለቅሶ ገበያ ቀን እና ማህበራዊ ጉዳይ ሲገጥማቸው ከ 1 ቀን በፊት በማሳወቅ ከ2 ተከታታይ ቀናት ላልበለጠ ጊዜ ስራ ቦታ ላይ ላይገኙ ይችላሉ ሆኖም ግን ለባከነው ጊዜ እጥፍ በመስራት ወይም በረፍት ቀን በመስራት ማካካስ ይኖርባቸዋል።እንዲሁም ለአዝመራ ወቅት ከ አንድ ሳምንት በፊት ማሳወቅ አለባቸው።

ለ) ከላይ በተጠቀሱ ጉዳዮች ያለ በቂ ቅድመ ማስተባበያ ከ 2 ተከታታይ ቀናት በላይ የሰው ሃይል ማቅረብ ካልቻሉ ህጋዊ ማስጠንቀቂያ በወረዳው ማናጅመንት ቲም በኩል እንዲደርሳቸው ይደረጋል።

ሐ) ለ5 ተከታታይ ቀናት የሰው ሃይል ማቅረብ ካልቻሉ ፌዴሬሽኑም ወረዳውም 1ቦኖ ከተመደበው እንዲያጡ ይደረጋል።ይሄን ጉዳይ የዞን ማናጅመንት ቲም ያስፈጽማል።

መ) ለ2 ተከታታይ ሳምንታት የሰው ሃይል ማቅረብ ካልቻሉ የግንባታ ውል ይቋረጣል

W) የውሃ መስመር ቁፋሮ በተሰጠው ቀነ ገደብ (1ኪ.ሜ በ 1ወር) ማጠናቀቅ ካልቻሉ የግንባታ ውል ይቋረጣል

ረ) ተቋራጩ የሰውሀይል ስራ ቦታ አለመገኘቱን ለወረዳ ማናጅመንት ቲም የማሳወቅ ሀላፊነት አለበት።በ48 ሰዓት ውስጥ የማያሳውቅ ከሆነ ተቀባይነት አይኖረውም።

ሰ) በህብረተሰብ ተሳትፎ ማነስ ምክንያት ለሚመጣ ውል መቋረጥ ሀላፊነት የሚወስደው ዉሃ ቢሮ ይሆናል።ወረዳው ያጣውን ቦኖ በዞኑ ውስጥ ላሉ ሌሎች ወረዳዎች ይመድባል

Article 4 – **Warnings and Terminations**

1. If the community inform and justify (Lekso, market day, and any social issue) at least 1 day in advance, they can skip 2 days of work with no consequences. This must be compensated to achieve weekly objective (ex: Saturday work or double labour days), as well for agriculture harvesting time, inform prior to one week.
2. Failure to provide the above mentioned labour for more than 2 consecutive days without prior justification lead to formal warning by WMT
3. Failure to provide labour for a 5 consecutive days will lead to the removal of 1 WP both for this federation and the Woreda. This issue will be executed by Zone management team
4. Failure to provide labour for 2 consecutive weeks will lead to contract termination
5. Failure to meet trench deadline (1km per month) leads to termination
6. The contractor is the one responsible to report the absence of the community to the WMT who must validate, absence not reported within 48h will not be accounted for
7. Termination of a contract due to community mobilisation failure is seen as the responsibility of the BoW. WP lost by a Woreda will be reallocated to other Woreda of the Zone

አንቀጽ 5፤ የውል ጊዜ

የዚህ ውል ጊዜ ተቋራጩ ሳይቱን ከተረከበበት ወቅት ጀምሮ የሚቆጠር _________________ የስራ ቀናት ይሆናል።

Article 5 – **Contract duration**

The duration of this contract is _____________________ working days counted from the date of site handing over.

አንቀጽ 6፤ የውሉ ሁኔታ

ይህ ውል በህግ ፊት የሚዳኝ ህጋዊ ሰነድ መሆኑን በውሉ ውስጥ የተካተቱት ሁሉም አካላት ተረድተው ተስማምተውበታል።

Article 6 – **Status of Contract**

It is agreed and understood that the said contract Documents shall be interpreted and used as legal document of contract agreement in front of the laws.

አንቀጽ 7፤ የውሉ ተግባራዊነት ይህ ውል የውሃ ማህበራት ፌዴሬሽን፤ የውሃ ኮሚቴው እና የግንባታ ተቋራጩ ተስማምተው ከፈረሙበት ቀን ጀምሮ ሙሉ በሙሉ የጸና ይሆናል። **በ________________________ቦታ** **በ --------------------ቀን** **የውሉ ተዋዋዮች አንብበንና ተረድተን ፈርመናል።**	Article 7 – **Coming into force of this Contract** This contract shall come into full force and effect on the signing date between the WUAF, the Water User Association, and the Contractor. Done in __________________________,(place) on the ________________________ (date). Read and accepted.

<u>የውሃ ማህበራት ፌዴሬሽን ተወካይ</u>
Water Users Association Fédérations Représentative
eU: ______________________________
Name: ______________________________
ፍርማ:
Signature:__________________________

<u>የውሃ ማህበራት ተወካይ ኮሚቴ</u>
Contractor
eU: ______________________________
Name: ______________________________
ፍርማ:
Signature:________________________

<u>የግንባታ ተቋራጭ</u>
Water Users Association Représentative
eU: ______________________________
Name: ______________________________
ፍርማ:
Signature:_________________________

<u>እማኞች</u>
<u>As witness:</u>

eU: _______________________________
Name: ______________________________
ሃላፊነት: ______________________________
Positions: ______________________________
ፍርማ:
Signature:______________________________
_

eU: _______________________________
Name: ______________________________
ሃላፊነት: ______________________________
Positions: ______________________________
ፍርማ:
Signature: ______________________________