

Causes and Effects of Contract Termination in Public Building Construction
Projects: A Case of Addis Ababa Housing Development Corporation, Ethiopia



Brhane Berihu Kidanu

A Thesis Submitted to the department of Civil Engineering (Specialized by
Construction Engineering and Management),
School of Civil Engineering and Architecture

Office of Graduate Studies

Adama Science and Technology University

September, 2022

Adama, Ethiopia

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DECLARATION

I hereby declare that this Master Thesis entitled “Causes and Effects of Contract Termination in public building Construction Project; A Case of Addis Ababa Housing Development Corporation, Ethiopia” is my original work. That is, it has not been submitted for the award of any academic degree, diploma or certificate in any other university. All sources of materials that are used for this thesis have been duly acknowledged through citation

Name of the student

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Date

RECOMMENDATION OF ADVISOR

I, the advisor(s) of this thesis, hereby certify that I have read the revised version of the thesis entitled “Causes and Effects of Contract Termination in public building Construction Project; A Case of Addis Ababa Housing Development Corporation, Ethiopia” prepared under my/our guidance by Brhane Berihu submitted in partial fulfillment of the requirements for the degree of Master’s of Science in Civil Engineering (Specialized by Construction Engineering and Management). Therefore, I/we recommend the submission of revised version of the thesis to the department following the applicable procedures.

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I/we, the advisors of the thesis entitled “Causes and Effects of Contract Termination in public building Construction Project; A Case of Addis Ababa Housing Development Corporation, Ethiopia” and developed by Brhane Berihu, hereby certify that the recommendation and suggestions made by the board of examiners are appropriately incorporated into the final version of the thesis.

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APPROVAL OF BOARD OF REVIEWERS

We, the undersigned, members of the Board of Examiners of the thesis by Brhane Beriheru have read and evaluated the thesis entitled “Causes and Effects of Contract Termination in public building Construction Project; A Case of Addis Ababa Housing Development Corporation, Ethiopia” and examined the candidate during open defense. This is, therefore, to certify that the thesis is accepted for partial fulfillment of the requirement of the degree of Master of Science in Civil Engineering (Specialized by Construction Engineering and Management).

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ABSTRACT

Construction termination is an obstacle to a sustainable industry. Ethiopia also facing the problem since many construction projects are implementing. From those projects, projects executed by Addis Ababa Housing Development Corporation is one of the main projects in the country, and facing this big problem, identifying the Cause of contract termination and its effect is the way to minimize early contract termination. This research aims to identify the causes and effects of project contract termination and to develop a conceptual framework to minimize project termination in Addis Ababa Housing Development Corporation. The study used both qualitative and quantitative data gathered from primary as well as secondary sources through questionnaires, group discussions, and document reviews. A purposive sampling of respondents from the stakeholders involved in the project was selected. Collected data edited and analyzed using Statistical Package for the Social Sciences and Excel. The result ranks by Relative Importance Index value. The main causes of early project contact termination are Price fluctuation, Financial Difficulties Failure to Pay Workers, Delay in progress/failure to meet the project schedule, Poor site management, and supervision, and Fail to deliver material on time the main effects of contact project termination are Delay of project completion, Increase in the final cost of the project/ increased costs to complete the remainder/, Time overrun, Breaking the relationship among parties/ create dispute/, Impact on external parties who expecting service and Loss of future income /lost profit/. This study could provide important study results for Addis Ababa housing development Corporation, contractors, consultants, and policymakers.

Keywords: Cause, effect, construction contract, project contract termination, contract, termination

Table of Contents

Contents	pages
DECLARATION-----	i
RECOMMENDATION OF ADVISOR -----	ii
APPROVAL SHEET -----	iii
APPROVAL OF BOARD OF REVIEWERS-----	iv
ACKNOWLEDGEMENT -----	v
ABSTRACT-----	vi
List of Table-----	x
List of figure -----	xi
List of Chart-----	xii
List of Acronyms -----	xiii
CHAPTER ONE-----	1
1 INTRODUCTION -----	1
1.1 Background of the Study-----	1
1.2 Statement of the Problem -----	3
1.3 Objective of the study -----	4
1.3.1 General objective of the study -----	4
1.3.2 Specific objective-----	4
1.4 Research Questions -----	5
1.5 Scope the Study-----	5
1.6 Significances of the study -----	5
1.8 Organization of the Study -----	6
CHAPTER TWO-----	7
2 LITERATURE REVIEW-----	7
2.1 Introduction -----	7
2.2 Construction Contract -----	7
2.2.1 Contract Definition -----	7
2.2.2 Type of contract-----	8
2.2.3 Project contract lifecycle -----	10
2.3 Termination -----	12
2.3.1 Definition of termination -----	13
2.3.2 Types of termination -----	15

2.3.3	Causes of contract termination-----	18
2.3.4	Effects of contract termination-----	22
2.3.5	Procedure for Termination depends on different standard-----	25
2.3.6	Wrongful termination -----	29
2.6.7	Legal termination -----	30
2.6.8	Arrangement of termination-----	30
2.6.9	Payment after Contract Terminated -----	30
2.7	Summary of literature review -----	32
CHAPTER THREE -----		33
3	RESEARCH METHODOLOGY-----	33
3.1	Introduction -----	33
3.2	Study Area -----	33
3.3	Research design -----	33
3.4	Population and Sampling Techniques -----	35
3.5	Sample size-----	36
3.6	Data Collection Methods-----	37
3.6.1	Questionnaire Survey -----	37
3.6.2	Focus Group Discussion-----	38
3.6.3	Document Review -----	38
3.7	Data analysis and processing -----	38
3.8	Validity and Reliability-----	39
3.8.1	Validity of the research method -----	40
3.8.2	Reliability of Questionnaire-----	40
3.9	Ethical Consideration -----	41
CHAPTER FOUR-----		43
4	RESULTS AND DISSICATION-----	43
4.1	Introduction -----	43
4.2	Respondent's Profile-----	43
4.2.1	Response Rates -----	43
4.1.2	Classification of respondents sample size-----	44
4.1.3	Respondents level of qualification/Educational Background -----	45
4.1.5	Respondents work Experience-----	47
4.1.6	Respondent work experience in construction site-----	49
4.2	Results of Reliability Analysis -----	49

4.3	Causes of termination-----	52
4.3.2	Client related causes-----	52
4.3.3	Contractor related causes -----	53
4.3.4	Consultant related causes -----	54
4.3.5	External related causes -----	55
4.4	Effects of termination-----	59
4.5	Results from document review -----	60
4.6	Result focus group discussion -----	63
4.7	Summary of the Findings -----	65
CHAPTER FIVE -----		70
5	CONCLUSIONS AND RECOMMENDATIONS-----	70
5.1	Conclusions -----	70
5.2	Recommendations-----	70
REFERENCES -----		73
Appendix A - Questionnaire -----		76
Appendix B –Focus group discussion -----		83
Appendix C – Letters -----		84

List of Table

Table 2-1: - Summary on the Causes of early contract termination in construction projects.....	21
Table 3-1: - Distribution of sample respondents from each Organization/Sectors.....	38
Table 3-2: - Guideline for assessing reliability results	41
Table 4-1 : Frequency distribution of sample respondent's rate.....	44
Table 4-2: Classification of respondents sample size	44
Table 4-3: Respondents Level of qualification/Educational Background	45
Table 4-4: Respondents Current position	47
Table 4-5: Respondents years of work experience in construction industry	48
Table 4-6 Respondents years of work experience in construction site	49
Table 4-7: Result of Reliability test client relate Cause	50
Table 4-8: Result of Reliability test contractor relate Cause	50
Table 4-9: Result of Reliability test consultants relate cause	51
Table 4-10: Result of Reliability test external relate cause	51
Table 4-11 : Result of Reliability test project contract termination effect	52
Table 4-12: Results of the cause of project contract termination client related.....	52
Table 4-13: Results of the cause of project contract termination contractor related	54
Table 4-14: Results of the cause of project contract termination consultant related	54
Table 4-15: Results of the cause of project contract termination external related factor	55
Table 4-16: Summery of causes.....	56
Table 4-17 Rank causes in group.....	58
Table 4-18: Results of Effect of project contract termination	59
Table 4-19: - Summary of document review results.....	63
Table 4-20: - Theoretical frame work.....	68

List of figure

Figure 2-1 - Construction contract life cycle (Eva and Vaidotas,2014)	11
Figure 2-2: - Research framework	32
Figure 3-1: - Order of activities	34

List of Chart

Chart 4-1: Respondents organization classification.....	45
Chart 4-2: Respondents Level of qualification/Education Background	46
Chart 4-3 : Current position of respondent	47
Chart 4-4 work experience in construction industry	48
Chart 4-5 work experience in construction site	49

List of Acronyms

AA	Addis Ababa
AAHDC	Addis Ababa Housing Development Corporation
DAB	Dispute Adjudication Board
FGD	Focus group discussion
FIDIC	Federation International des Ingenious Conseils
GCC	General Condition of Contract
MoWUD	Ministry of Works and Urban Development
MDB	Multilateral Development Bank
NCB	National Complete Bidding
PE	Procuring Entity
PPA	Public Procurement Agency
PMBOK	Project Management Body of Knowledge
PWD	Public Works Department
SBD	Standard Bidding Document
SCC	Special Conditions of Contract
SPSS	Statistical Package for the Social Sciences

CHAPTER ONE

1 INTRODUCTION

This chapter deals with background of the study, statement of the problem, research questions, objective of the study, scope of the study, significant of the study, key definition of the study and organization of the study.

1.1 Background of the Study

The construction industry is the industry that contributes the most to the growth of the country's economy. This is an industry that is growing at the fastest rate with ever-increasing demand. The construction industry plays a key role in the construction of economic infrastructure such as buildings, roads, railways and bridges(Tecle Hagos, 2009).

Construction projects are inherently complex. It varies in various aspects like size, type, contract value etc. It involves different parties including the client, the designer, the engineer and the contractor whose interests differ from each other. In these complex circumstances, the success of any project depends on the type of contract chosen for the contract along with several other factors such as the most appropriate design, a competent execution team, a good working relationship and mutual trust between the parties involved the project. Due to the complexity of the construction projects, the willingness to take risks is very high. As per the requirement of the employer and within the limited budget, getting an impeccable result from the contractor is a very difficult task. The project is defined as activities of limited duration and all projects come to an end(Abeynayake & Kumara, 2013).

Construction projects are very complex projects and are usually managed by very detailed contract documents and terms. Outstanding among the terms of the contract is the cancellation clause, which is one of the top ten most important clauses in a construction contract(Ade-ojo, 2017).

Contract law is the law that governs agreements and promises. These are primarily contracts in which one party or each party makes an obligation or promise to the other party. It addresses the issues of contracts enforced by law, obligations imposed by the contract in question, and remedies

available if the obligations are not met. Therefore, contract law is a law of liability for breach of promise. However, "contract law" is also used to refer to a set of rules that apply to a contract. This includes many non-contractual rules in the sense that they are based on a promise to do something (Mesgnaw kifele, 2009).

Parties enter into construction contracts with a common goal of building a successful project. Yet industry participants know all too well that hurdles can be encountered during project execution which will challenge the relationship between contracting parties. Many hurdles can be resolved amicably through the mechanisms provided in the contract. However, in certain instances, an owner or contractor may be so dissatisfied with the other party's performance of their contractual obligations that they may view the relationship as unsalvageable and seek to bring it to an end by terminating the construction contract for default. In other circumstances, a party may elect to exercise an express unilateral right to terminate a construction contract for convenience based on its own commercial considerations (Ivanoff & McCarthy, 2021).

In the construction context, "termination" means to stop a contract before it is fully performed or completed. The contract terms or applicable law determine whether or when each party has a right canceling the contract untimely.

The project life cycle has four phases: initiation, development, implementation and termination. The project management literature tends to pay most attention to the early phases and to the associated generic project management competences, such as planning, scheduling, budgeting, resourcing and motivating. So far, little attention has been paid to the fact that the termination phase differs from the other project phases.

The project closure phase is the final stage of a project life-cycle and project closures can be classified as normal, premature, perpetual, failed projects and changed priority. Premature project closure is a closure which occurs when projects are closed without achieving the objectives of the project. In retrospect, premature project closure is usually the termination point for a failed project.

The right to terminate under a contract does not necessarily exclude the right to terminate at law. However, the right to terminate at law may be excluded where an express right to terminate has been negotiated giving the same grounds for termination as at law (Salih, 2020).

1.2 Statement of the Problem

One of the most difficult difficulties in the public sector is early contract termination, which results in the suspension of projects. Early termination refers to ending the contract between the owner and the general contractor before the contract deadline without completing the design or construction operations of the project in progress (Riveros et al., 2022). In developing countries, early contract termination is still a problem. Developing countries have a history of failing to complete construction projects.

According to George, (2018) Terminating a project is not an easy decision to make especially when the project is at an advanced stage. The resources invested into the project by the parent organization mostly contributed to the difficulties associated with making the termination decision. In addition, it is difficult for senior management to accept the fact that the project has failed; as this will compromise their reputation in the eyes of the organization. However, whatever the reason for termination, it should be justified by the organization's policy at the time highlighted some of the most common factors considered in terminating a project: Termination due to technical reasons, Economic and marketing reasons.

The project that fail to take in to account the important matters will result in projects having extension of time, or termination. This will affect the end user involve additional expenses, includes financial liability, employee relocation and storage of equipment and problems inventory(Sanusi, 2015).

According to (Ade-ojo, 2017) delay of the project, abandonment and that the quality of the project are effect of contract termination on construction projects. This implies that the intended beneficiaries usually the local communities do not get to enjoy the benefits of such projects since they are subject to delay, or total abandonment. Apart from negatively affecting the available infrastructure in the local community, it also inhibits the ability of the local community to develop socially and economically.

Early contract termination implies the suspension of initiatives and is one of the public region's most complex troubles. Early termination is way to end the contract among the

owner and the contractor without concluding the design or production activities of the challenge underneath improvement before the agreement deadline (Riveros et al., 2022).

The termination of a contract in the Addis Ababa housing corporation building project became more common. The contracting parties give special attention to the termination of the contract which could lead to failure. From 18 branch offices of AAHCP, only one branch in branch four terminated 9 contactors from 42 contractors which means 21% of total contractors involved in the construction site terminated. Un timely the contract because of this the community has suffered the fate of the people have complained that they have not handed over in time. (AAHCP report, 2021).

Early termination of a project is a very dangerous incident in the construction industry. Stopping construction projects directly affects a country's economic growth rate. In addition, the termination of construction projects often leads to many problems and troubles for project stakeholders, as well as claims and disputes (Abeynayake & Kumara, 2013). Therefore, as a developing country, it is essential to avoid early termination of construction projects in order to move towards a more developed and sustainable construction industry. For this purpose it would be helpful to study the causes and effects of early termination of build project. Hence, the research aims to assess practices of project contract termination, to identify the cause & assess effect of project contract termination and provide a framework to minimize project contract termination in Addis Ababa.

1.3 Objective of the study

1.3.1 General objective of the study

The overall objective of the study is to assess the causes and effects of contract termination on a public building construction project, the case of Addis Ababa Housing Corporation.

1.3.2 Specific objective

The specific objectives of this study are:

- To assess the practice of contract termination in public building construction projects
- To identify the cause of contract termination in public building construction projects

- To assess the effect of project contract termination throughout the project life cycle in public building construction projects
- To develop a conceptual framework to minimize contract termination in public building construction projects

1.4 Research Questions

In relation to the research questions, this study seeks to answer the following questions:

- How does practice project contract termination in public building construction projects ?
- What are the causes of project contract termination in public building construction projects ?
- What is the effect of project contract termination throughout project life cycle in public building construction projects ?
- What type of conceptual framework used to minimize project contract termination?

1.5 Scope the Study

This research focuses on causes and effects of contract termination in Addis Ababa housing development Corporation 40/60 and 20/80 building projects in Addis Ababa city. The study focus on construction stakeholder's client, contractor, and consultant which are the main parties that related to the project there is 18 branch offices but the Study focus on 3 selected branch offices because the selected branch offices currently active and the three stakeholder's are actively participating. The other branch offices either closed or one of the three stakeholders is not actively participating.

1.6 Significances of the study

This study could provide important study results for policymakers, clients, contractors & consultants as well as professionals in building construction. At the same time, the study could believe to promote the effects and causes of project termination. Moreover; policymakers and professionals could use the document as input for further discussion, application, and investigation. Besides, the researcher was able to identify the research gap about the cause and effect of Project

contract termination in the case of Addis Ababa Housing Corporation and use them as a lesson for a future housing project.

1.7 Limitations of the Study

This study had limitations which were related to:-

- Access to document (letter) data from contractors which are written to client or consultant
- There are only a few researches done on termination, in Ethiopia no research was published on the subject, hence the research only reviewed these few thesis done on the subject

1.8 Organization of the Study

The thesis organized into five chapters.

Chapter 1: Introduction General introduction to the subject of the thesis, Background of the study, Statement of Problem, Research objectives, Significance of the study, Scope and Limitation of the Study and Organization of the study. Chapter 2: Literature review Literature and previous research studies are review to collect data about the construction contracts termination and its components in details, the factors affecting construction contracts termination, the different strategies to deal with these construction contracts terminations. And outline the theoretical and conceptual framework adopted for the research project. Chapter 3: Methodology. Chapter 4: Results and Discussion This chapter presents the results of the research and discusses it in details. Chapter 5: Findings, Conclusion and Recommendations. The last chapter summarizes the major finding of the study outline the major conclusion and recommendation drawn from research and point out the limitation of the study and gaps for future research.

CHAPTER TWO

2 LITERATURE REVIEW

2.1 Introduction

This chapter presents the findings from different reviewed literatures on the subjects of construction project early contract termination causes and effects. Early terminations are failures of the original contract that failed to anticipate and prepare for unexpected risk events. The effect of the termination is to discharge the parties from their unperformed obligations under the contract. Hence, the literature review tried to highlight these issues in relation to causes and effects of early construction project contract termination.

2.2 Construction Contract

2.2.1 Contract Definition

Contract: A contract is defined as a contract voluntarily entered into by two or more parties with the aim of creating a legally enforceable obligation. (Dandane Hirpassa, 2018).

A construction contract is a mutual or legally binding agreement between two parties based on policies and conditions recorded in document form. The two parties involved are one or more property owners and one or more contractors. The owner, often referred to as the 'employer' or the 'client', has full authority to decide what type of contract should be used for a specific development to be constructed and to set out the legally-binding terms and conditions in a contractual agreement. A construction contract is an important document as it outlines the scope of work, risks, duties and legal rights of both the contractor and the owner (wikipedia).

A construction contract is a contract specifically negotiated for the construction of an asset or a combination of assets that are closely interrelated or interdependent in terms of their design, technology and function or their ultimate purpose or use. Construction contracts are formulated in a number of ways for rendering services from consultants or contractors.(Addis Mesfin, 2014)

A construction contract is a mutual or legally binding agreement between two parties based on policies and conditions recorded in document form. The two parties involved are one or more property owners and one or more contractors(Mason, 2018).

Contracts come in different shapes and sizes. Some involve large sums of money, others trivial sums. Some are of long duration, while others are of short duration. The content of contracts varies enormously and may include contracts of sale, hire-purchase, employment and marriage (McKendrick, 2016).

Since most of the time the owner cannot perform the actual construction of his project, he hires a contractor that will undertake the task. A contractual agreement is signed between the owner and the contractor stating all the responsibilities of both parties. The contractor in addition to completing the project, should share some of the risks that might arise during construction.(Addis Mesfin, 2014)

2.2.2 Type of contract

There are different types of contracts for the execution of civil engineering works. The Most commonly used types of construction contracts are price based contracts & cost based contracts.

Price based: Lump sum or unit price contracts, in which the prices are quoted by the Contractor at bidding stage.

Cost based: Cost reimbursable contracts, in which the actual costs incurred by the Contractor are reimbursed together with a fee to cover overheads and profit(Martha, 2019).

2.2.2.1 Lump sum

Lump sum contract the complete work as per plan and specifications is carried out by contractor for certain fixed amount as per agreement. The owner provides required information and contractor charges certain amount. This contract is suitable when the number of items are limited or when it is possible to work out exact quantities of work to be executed. The detailed specifications of all items of work, plans and detail drawings, security deposit, penalty, progress and other condition of contract are included in agreement(Mason, 2018).

2.2.2.2 Unit Price Contract:

A unit price contract is the most common and conventional system in the construction and civil engineering industries. The detailed bill of quantities is created by the Consultant's quantity surveyor based on drawings and requirements in this form. On the basis of the unit rate approach,

the contractors offer their rates against these estimated quantities. Contractors, on the other hand, are paid for work done on-site based on the actual quantity multiplied by the stated rate. The Owner assumes the risk of changes in the amounts initially calculated in this category. The Owner will not know the full cost of the project until it is completed.(Martha, 2019).

2.2.2.3 Cost Reimbursable

Contracts, also known as cost plus contracts comprise the contractor being reimbursed for the actual cost of performing the task as well as an additional amount in the form of fees to cover his overheads and profit. The Contractor's fee is determined in a variety of methods, including: a) Cost plus a percentage fee b) Cost plus a fixed fee c) Cost plus a variable fee d) Contract for a guaranteed maximum price or target price e) Time and material(Martha, 2019, Calderón, 2017)

2.2.2.4 Cost plus Percentage of Cost Contract

In this type of contract, the contractor's fee is given by certain percentage of the actual cost of construction. The actual cost construction is reported by the contractor and the payment is made to him by the owner together with a certain percentage as agreed earlier. In this type of contract, the contractor has a tendency to increase the cost of work in order to earn more profit. This is the major disadvantage of this contract type(Addis Mesfin, 2014).

When the lowest rate and comparative position among the contractors are already specified prior to the opening of the tender, then the percentage rate contract is used. Percentage contract is a type of contract where there is no possibility of unbalanced tender(Mason, 2018).

2.2.2.5 Cost plus Fixed Fee Contract

Contact Cost plus fixed fee contract is desirable when the scope and nature of the work can at least be broadly defined. The amount of fee is determined as a lump sum from a consideration of the scope of work, its approximate cost, nature of work, estimated time of construction, manpower and equipment requirements etc. In order to negotiate such a type of contract, it is essential that the scope and some general details of the work are defined. The contractor's fee is fixed and does not fluctuate with actual cost of work. Once this fee is fixed, the contractor cannot increase the profit he earns from the project.(Addis Mesfin, 2014)

2.2.2.6 Cost plus Variable Fee Contract

For this type of contract, the Contractor agrees to a penalty if the actual cost exceeds the estimated job cost or a reward if the actual cost is below the estimated job cost. The Contractor's fee is made up of two parts: a fixed amount and a variable amount depending upon the relationship between the target cost and the actual cost (Calderón, 2017).

2.2.2.7 Time-and-Material Contract

The Contractor gets paid under this contract based on the real cost of labor at fixed hourly rates, the actual cost of supplies and equipment used, and an agreed-upon markup to cover the Contractor's overhead and profit. T&M is often referred to as Force Account. T&M contracts include elements of both contract types (cost reimbursable and fixed price). They are similar to fixed price arrangements in that they are charged on fixed hourly rates, but they are also similar to cost reimbursable arrangements in that they are open ended because the entire cost of material and equipment is unknown. (Gary Michael Smith, 2020).

2.2.3 Project contract lifecycle

Contracts have a cycle of their own that resembles the life cycle of living organisms. As a whole, a contract begins with its creation, then matures and eventually comes to an end by either termination or renewal (*ContractLife Cycle Management on The Sell-Side*, 2013)

In the construction project life cycle we identify different phases each with different purposes and characteristics. It usually takes a long period of time from the contract formation till the construction end since it usually involves many processes. (Addis Mesfin, 2014)

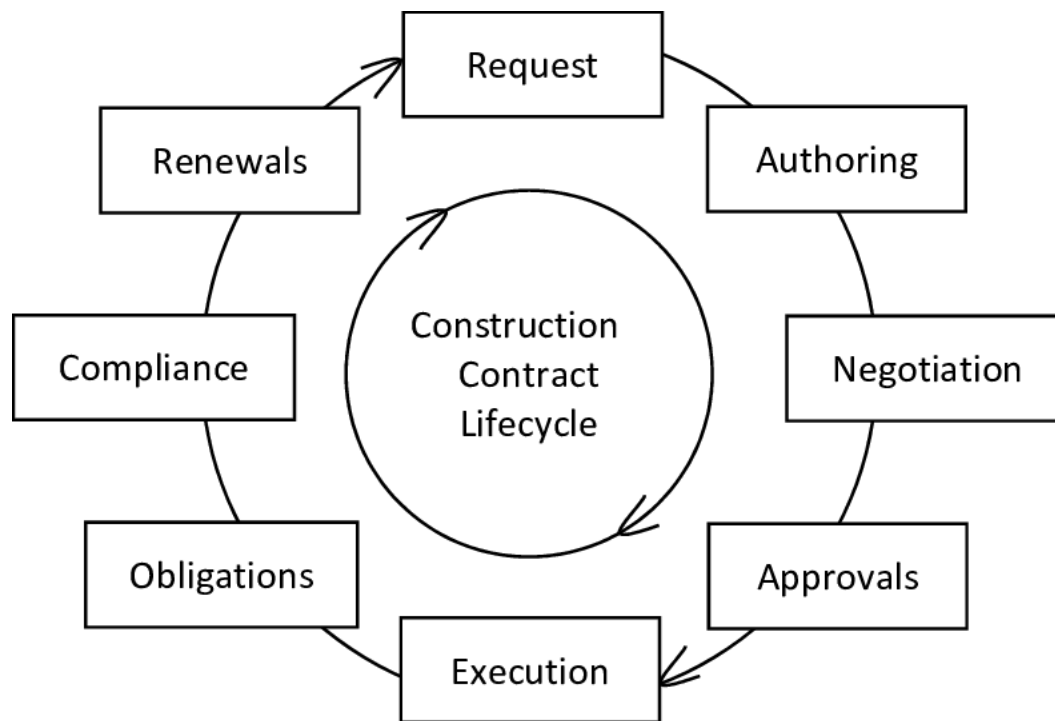


Figure 2-1 - Construction contract life cycle (Eva and Vaidotas, 2014)

The construction contract goes through two main phases which are the establishment of the contract and the implementation of this contract. The establishment of the contract includes bidding and contract negotiation and the implementation phase is from signing of the contract till the end of the contract. The bid period, which is the initial period of the construction contract, is from the preparation of the bid document to the bid opening. Contract negotiation starts when the tender is made and ends when the contract is signed. In this stage the owner and the contractor discuss the future of the contract and how they plan to complete it and finally sign the contract after reviewing all the provisions carefully. During the contract implementation phase, the contractors complete the construction work according to the contract agreement. (Addis Mesfin, 2014)

2.3 Termination

Construction projects play a great role in the economic development of nation. However, the current practice of construction industry faces a lot of problem and a rare event are completed on the scheduled time, budget and desired quality of the stakeholders. Construction projects are successful, when it is completed on schedule with in the agreed budget, expected quality level according to the specification (Serani et al., 2020).

According to (Dandane Hirpassa, 2018) Being a complex type of contracts, which require usually a long tendering and negotiation process, termination of that contract is always not an easy decision, the employers hesitate to take such action even there is a clear breach from the contractor's side, the reason behind that is being too hard to start the process of tendering again for a new contractor and again going through the whole process from the beginning.

Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner or by separate contractors (PPA 2011). Project Contracts: These are contracts for construction, manufacturing and/or installation of equipment's. These contracts are characterized by having a defined start date and end date, having a defined end result to be achieved and involving a number of planned and interrelated activities

A project is a temporary endeavor undertaken to create a unique product, service, or result. The temporary Nature of projects indicates a definite beginning and end. The end is reached when the project's objectives have been achieved or when the project is terminated because its objectives will not or cannot be met, or when the need for the project no longer exists Construction project has specific properties and additional constraints in terms of specifications, project duration and processes(Admassu, 2019).

early termination of a contract occurs because of the parties' impossibility to comply with the contract (for example, due to a prolonged event of force majeure) or default events such as insolvency of one of the parties(Riveros et al., 2022).

2.3.1 Definition of termination

Termination of contract terms (or, at times, terms of law) that regulate proceedings if either contracting party fails to comply with a major obligation(Majeure, 2013).

Many projects ended before their expiration date due to the complex methodology of nonrecourse lending and the various risks and uncertainties associated with project lending. In the case of early termination, a fair, effective and operational indemnity approach was needed to release both parties of rights and obligations under the concession contract.

Termination of the construction projects is a discretionary action may be elected by a contract party that considers himself an innocent party. The Employer has two different termination bases to process the termination, first event gives the employer the right to terminate is the contractor's default in different actions by the contractor that the Employer decides that the termination is more proactive to get a chance for surviving the project. The second case of termination is the termination for convenience, where the contractor has its reasons to terminate which are out of the contractor involvement, for reasons like change in business needs or economics and investment strategies in the Employer's organization(Mustafa iabu dief et al., 2016).

Termination for default is generally the exercise of the Government's contractual right to completely or partially terminate a contract because of the contractor's actual or anticipated failure to perform its contractual obligations(Govern-, 2010)

Termination is ultimate threat in a construction projects .the owner may threaten termination of a contractor who fails to perform, conversely a contractor who is not being paid in accordance with the contract documents may threaten termination(Brumback, 2006).

According (Roundtable, 2021) assessing project costs & schedule issues when considering terminations 2020)

Terminations can be a difficult decision for owners and contractors. With a proper assessment of contractual costs and schedule delays, owners and contractors can decide if it is the best way to proceed in order to mitigate losses.

Further, owners and contractors should remember the following steps on any project to ensure it has the proper documentation needed to decide if a termination is advantageous to the project and to support such a decision.

Know your contract and make sure to closely follow all notice requirements, Regularly perform status assessments on intervals that are sensible for your project, Determine the party responsible for payment of outstanding costs, Vet schedule of values prior to the start of a fixed price contract, Verify accuracy of the project schedule using contemporaneous project documents and site inspections, Determine and request the required documentation to accurately assess project costs and schedule, Identify and document all potential impacts to the project (identify the critical path and impacts) to the critical path duration over time, Document project completion status using photos and all forms of correspondence, Present findings with clear and demonstrative graphics

When a contract is terminated, the parties are relieved from further unperformed obligations in accordance with the agreed terms and conditions. A contract may be terminated under two distinct situations namely; termination for convenience or termination for default (Roberts, 2007).

There are several well established bases on which a party can terminate a contract. First, the parties can by agreement bring the contract to an end. Secondly, the termination may arise out of a breach by one party of a condition or fundamental term of the contract. Thirdly, the termination might come about through the enforcement by one party of a term of the contract which empowers that party to terminate in certain circumstances. It is beyond the scope of this article to examine in detail all the bases upon which termination rights may arise.

Contract termination is a situation when a given project is supposed to be closed or finalized because there's no more need or sense for further continuation. Project termination is managed under a respective condition of contract. A valid contract can be terminated due to various reasons, which may not necessarily be on the breach. Nonetheless, the standard form of building contract contains an express clause that provides the employer and the contractor or either with the right to terminate the contract under specified circumstances. The contractual right to terminate a contract does not sometimes require a breach to be proved at all. However, it does provide in certainty the procedures to be followed by either of the parties in the contract. The contract may be terminated by either the client or the contractor for convenience, by expiration or non-renewal(Ade-ojo, 2017).

Early terminations may also arise with even better fees for the authorities because of the big reimbursement to the concessionaire, extra economic fees and arbitration fees, and intervention or suspension of public services(Cases et al., 2018).

Termination refers to the stoppage of obligations created by the contract. It ceases the existence of the obligations as of the time the contract is terminated. Termination of contract can be either, bilateral (by the agreement of both the contracting parties), unilateral by one party, or judicial (by court order)(Balaw Mersha, 2009).

Renegotiation and early termination are failures of the original contract that failed to anticipate and / or prepare for unexpected risk events. Re-negotiation and early termination can significantly undermine the strengths and benefits. Re-negotiations usually take place without competition between the concessionaire and the government. Concessionaire may force beneficial renegotiations to achieve excess profits(Cases et al., 2018).

Termination of contract Relationships are not necessarily the end of the story. Transfer until successful Projecting and migrating from one counterparty to another requires clever planning and foresight. Some practical considerations for a successful migration are described as contracts. Termination inevitably leads to a new contractual relationship with its own agenda Relationships are not necessarily the end of the story. Transfer until successful Projecting and migrating from one counter party to another requires clever planning and foresight. Some practical considerations for a successful migration are described as contracts. Termination inevitably leads to a new contractual relationship with its own agenda(Ivanoff & Mccarthy, 2021).

Common law that terminates or rejects a contract can occur in two situations. First, the parties can make it clear that they have no intention of fulfilling the end of the negotiations. Second, the party may be guilty of a serious breach of contract that would be treated as unintentional(Will et al., 2021).

2.3.2 Types of termination

Two types of termination typically addressed in construction contracts namely; termination for convenience and termination for cause, which is sometimes referred to as termination for default.

In accordance with Interface Construction Consultancy, in a termination for convenience, the owner may terminate the contract for whatever reason such as economic/business reasons, or as the most expeditious way of eliminating a non-performing Contractor with minimum risk of a legal dispute, From the outset, a party considering terminating a construction contract for default must first ensure that they have a complete understanding of their contractual rights before proceeding down such a path. In electing to terminate the contract, a party must exercise care and ensure compliance with the contractual requirements.

According to (Balaw Mersha, 2009). Termination can be classified as

Bilateral termination

Bilateral termination refers to putting an end to a contractual obligation by the agreement of both parties.

Termination of contract by agreement can be made in two ways. The parties may effect termination pursuant to their contract provided that they have inserted such termination clause in their contract or agreed later. The termination clause may also entitle one of the parties the power of termination unilaterally. It may also put a condition upon the fulfillment of which the contract is terminated. Even though the parties might not agree in the contract about termination and its condition, they can also agree later to terminate the contract.

Unilateral termination

Unilateral termination is made either by the effect of agreement when such unilateral termination clause is provided in their contract and when a condition which entitles unilateral termination is fulfilled. Unilateral termination can also be made by giving notice in advance. The time of notice might be either fixed by law, by custom, or reasonably by the contractants.

Judicial Termination

In addition to unilateral and bilateral cancellation, cancellation can also be made when one of the parties requires to that effect. Court termination is the principle and termination by the parties is an exception as parties shall not be judges on their own case.

Although termination extinguishes obligation, the way it extinguishes such obligation is different from the manner of extinction of obligation by invalidation and cancellation. Termination does not have retrospective effect; rather it has prospective effect. This means, extinction of contractual obligation by termination of contract works only in the forwarding direction from the time the contract is terminated regardless of its type.

The possible types of termination of a construction contract may be categorized, conveniently, in to the following groups. According to civil code 1960 and MDB, FIDIC these are:

Termination by Agreement of the Parties: regulated by the specific agreement of the contracting parties themselves, a contract may terminate where the parties so agree and a contract which is terminated shall no longer be performed, such types of termination said to be termination by negotiation.

Termination for Cause: by Default, of the Contractor or the Employer, like payment delay poor performance of contractor, contractor fail to continue their work, contract breach, prolonged suspension of work, fraud or corruption and frustration.

Termination of contract for the Employers Convenience: The administrative authorities may terminate the contract, notwithstanding that the others party has committed no fault, where the contract has become useless to public service or unsuitable for its requirement.

Termination by Request or Demand of the Contractor; The party who has contracted with the administrative authorities may require the termination of the contract, the court shall determine whether, having regard to the nature of the contract, the importance of the modifications made thereto by the administrative authorities exceeds or not what could be expected on the making of the contract.

Termination due to environmental factor or Force Majeure; Force majeure results from an occurrence which the debtor could normally not foresee and which prevents him absolutely from performing his obligation (Worke, 2012).

In this Clause, “Force Majeure” means an exceptional event or circumstance:

Which is beyond a Party's control, which such Party could not reasonably have provided against before entering into the Contract, Which, having arisen, such Party could not reasonably have avoided or overcome, and which is not substantially attributable to the other Party.

Force Majeure may include, but is not limited to, exceptional events or circumstances, war, hostilities (whether war be declared or not), invasion, act of foreign enemies, rebellion, terrorism, sabotage by persons other than the Contractor's Personnel, revolution, insurrection, military or usurped power, or civil war, Riot, commotion, disorder, strike or lockout by persons other than the Contractor's Personnel, munitions of war, explosive materials, ionizing radiation or contamination by radio-activity, except as may be attributable to the Contractor's use of such munitions, explosives, radiation or radio-activity, and Natural catastrophes such as earthquake, hurricane, typhoon or volcanic activity.

2.3.3 Causes of contract termination

There are several well established bases on which a party can terminate a contract. The parties can by agreement bring the contract to an end. Secondly, the termination may arise out of a breach by one party of a condition or fundamental term of the contract. Thirdly, the termination might come about through the enforcement by one party of a term of the contract which empowers that party to terminate in certain circumstance (Lincoln & Aistrophe, 2002).

Worst-case situations include schedule and expense overruns, as well as early contract cancellation. Some academics believe this is due to a lack of risk management efficiency in underdeveloped countries (Riveros et al., 2022)

The major cause of termination are: closure, lack of resources, contractor's bankruptcy or insolvent, increment of material prices, lack of experience in the line of work, wrong cost estimation, lack of capital, working at hot (dangerous) areas, low margin of profit due to competition and difference of local currency exchange with contract currency (Khalil Hamdan Abu Eed Supervisor & El Sawalhi, 2012).

Various actions by the employer can lead to avoidance breaches and therefore may give the contractor the right to terminate the contract: Failure to give possession of the site, Non-payment of sums due (failure to pay on time what), Withholding of certificates, Hindrance of the contractor,

Abandonment or interruption of work, Defective work, Delay, Miscellaneous(In one case where the contracting partner was unable to obtain a contract performance guarantee, the court reached the opposite conclusion and ruled that this could challenge)(Will et al., 2021), A criminal doctrine which may also result in the termination of a agreement on ‘neutral’ grounds. This doctrine, acknowledged as ‘frustration of agreement’, applies where, because of a few outside event, overall performance of a agreement turns into impossible, unlawful or significantly distinctive from what become in the beginning envisaged. If this takes place the fault of neither party and the agreement itself makes no enough provision for what has occurred, it's far viable that the regulation may also deal with the agreement as terminated.

Delays can result in a variety of negative consequences, including owner-contractor disputes, increased costs, lost productivity and revenue, and contract termination(Chappell, 2009).

Project contract termination is mainly done in three ways as default of contractor, default of client and convenience of client. The factors are fundamental breach of contract, bankruptcy of client bankrupt of contractors and unawareness of project(Abeynayake & Kumara, 2013).

2.3.3.1 Contractor related causes

According to (MDB, FIDIC) conditions of contract the Contractor shall be entitled to terminate the Contract if: the employer fails to pay payment, The Employer becomes bankrupt or insolvent, goes into liquidation, a prolonged suspension affects the whole of the Works, The Employer substantially fails to perform his obligations like delivery of material, The Contractor does not receive the amount due under an Interim Payment Certificate within 42 days, The Engineer fails, within 56 days after receiving a Statement and supporting documents, to issue the relevant Payment Certificate, in any of these events or circumstances, the Contractor may, upon giving 14 days’ notice to the Employer, terminate the Contract(FIDIC MDB, 2010).

According to PPA general condition of contract, The Contractor may, by not less than thirty (30) days’ written notice to the Public Body of such notice to be given after the occurrence of any of the events stated on special condition of contract, Contractor terminate the Contract if, The Public Body fails to pay any money, The Public Body suspends the progress of the works more than 180 days, The Public Body is in material breach of its obligations pursuant to the Contract, The

Contractor is unable to carry out the Works as the result of Force Majeure, The Public Body fails to comply with any final decision reached as a result of settlement of disputes(PPA, 2011).

According to PPA general condition of contract, The Contractor may, by not less than thirty (30) days' written notice to the Public Body of such notice to be given after the occurrence of any of the events stated on special condition of contract, Contractor terminate the Contract if, The Public Body fails to pay any money, The Public Body suspends the progress of the works more than 180 days, The Public Body is in material breach of its obligations pursuant to the Contract, The Contractor is unable to carry out the Works as the result of Force Majeure, The Public Body fails to comply with any final decision reached as a result of settlement of disputes(PPA, 2006).

2.3.3.2 Client related causes

The client or owner may by notice terminate immediately .The Contractor shall leave the Site having delivered any required Goods, Contractor ' s Documents etc. to the Engineer according to (MDB FIDIC clause 15.1) the Employer shall be entitled to terminate the Contract if the Contractor: fail to deliver the performance security to client within 28 days, fail to correct their failure after giving notice to correct by engineer, Abandons the Works or not to continue performance of his obligations under the Contract, Subcontracts the whole of the work, becomes bankrupt or insolvent, goes into liquidation, fail to commence the execution of work at specify time, fail to comply contract agreement related to examination, inspection or testing, Gives or offers to give (directly or indirectly) to any person any bribe, gift, gratuity, commission or other thing of value, as an inducement or reward(FIDIC MDB, 2010).

The Employer shall be entitled to terminate the Contract if the Contractor:

Fails to comply with Performance Security or with a notice under Notice to Correct, Abandons the Works or otherwise plainly demonstrates the intention not to continue performance of his obligations under the Contract,

Without reasonable excuse fails: To proceed with the Works in accordance with schedule, to comply with a notice issued under Rejection or Remedial Work, within 28 days after receiving it, Subcontracts the whole of the Works or assigns the Contract without the required agreement,

becomes bankrupt or insolvent, goes into liquidation, has a receiving or administration order made against him, compounds with his creditors, or carries on business under a receiver, trustee or manager for the benefit of his creditors, or if any act is done or event occurs which (under applicable Laws) has a similar effect to any of these acts or events, or

Gives or offers directly or indirectly to any person any bribe, gift, gratuity, commission or other thing of value, as an inducement or reward:

For doing or forbearing to do any action in relation to the Contract, or for showing or forbearing to show favor or disfavor to any person in relation to the Contract, or if any of the Contractor's Personnel, agents or Subcontractors gives or offers to give (directly or indirectly) to any person any such inducement or reward. However, lawful inducements and rewards to Contractor's Personnel shall not entitle termination. In any of these events or circumstances, the Employer may, upon giving 14 days' notice to the Contractor, terminate the Contract and expel the Contractor from the Site(FIDIC MDB, 2010).

Table 2-1: - Summary on the Causes of early contract termination in construction projects

Source or origin or factors	Cause contract termination
Client or owner related	Delay in progress payments
	failure in delivering the site to the contractor
	poor communication and coordinate
	delay in material delivery
	Selection of incompetent contractor and consultants
	owner's financial problems
	Fail to delivery material on time supplied by client
	Late in decision making
Contractor related	financial difficulties
	poor performance of contractor
	delay in completion of the work
	improper scheduling and planning of contractor
	fail to prove guaranty / insurance

	Fail to delivery material on time delivered by contractor
	engage to corrupt fraudulent
Consultant related	unrealistic contract duration
	poor site supervision and contract management
	Delay preparation and approval of drawing
	Luck of judgment and experience
	Delay preparation, approval drawing and Modification
	Poor site supervision
	engage to corrupt fraudulent
Termination for convince	Termination of contract for the employers convince
	Frustration
External related	Weather condition
	Price fluctuation
	Political unstable
	Unforeseen site condition
	Site security condition
	Work at hot /danger area/

2.3.4 Effects of contract termination

The effect of the termination is to discharge the parties from their unperformed obligations under the contract. The reasons for termination will determine whether a contractor is entitled to payment for work performed prior to termination and whether the contractor is responsible for increased costs to complete the remainder of the project (Graff and Stewart, no date). However, there are good impact as well as bad impacts on stakeholders due to premature project/contract termination most of the time it result in breaking the relationship among parties, create dispute, black listing the contractor (Abeynayake & Kumara, 2013).

Whenever a party breaches a contract, the non-breaching party is entitled to recover some form of damages. In all contract actions, a breach entitles the other party to at least nominal damages, and

actual damages which they can prove. In the case of termination, the actual damages must be shown to be the proximate result of the termination (Brumback, 2006).

Termination of a contract is a serious step to take. Its consequences, both practical and legal, should be considered before notice is given to the Contractor. There will be significant financial consequences for the Employer if the Contractor objects to termination and the Dispute Adjudication Board (DAB) or Arbitrator later decides that the Employer was not entitled to terminate. A party's right to terminate under the contract must be distinguished from its right to terminate at law. The grounds on which a party may terminate the contract at law depend on the governing law of the contract, and are often very narrow. In contrast, contractual termination provisions often provide greater or different remedies than are available under the governing law (Roberts, 2007).

If a contractor terminates the contract for cause, he is entitled to recover payment for Work executed and for proven loss with respect to materials, equipment, tools, and construction equipment and machinery, including reasonable overhead, profit and damages (Brumback, 2006). Similarly, if an owner terminates the contract for the owner's convenience, the contractor is entitled to recover payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on Work not executed. In the case of a subcontractor which has defaulted, the general contractor is entitled to recover from that subcontractor any increased costs of completing the work from defaulting subcontractor.

The contractor is entitled to damages reflecting everything which would have been received under the contract, or the proportion of it which remains outstanding at the date of termination, less what it would have cost the contractor to complete the work. It has been clearly established that the damages should include the profit element on work remaining to be done (Murdoch & Hughes, 2000).

Contract/project terminated early due to whatever reason their issues effect on many ways to project stakeholder. Further less attention is given to some issues related to project/contract termination like impacts of termination relationship among parties after termination and steps to prevent early termination (Abeynayake & Kumara, 2013).

Contractual disputes could be time-consuming, expensive and difficult. They can damage Borrower/contractor relationships, cause delays and negatively impact contract execution. They could also substantially increase the contract price. It is therefore in the interest of contracting parties to work at avoiding disputes in the first place. This can be achieved, among other things, through developing good communications and working relationship management with the contractor(Bank, 2018).

2.3.4.1 Owner's Damages

Defective or incomplete work by a contractor normally constitutes a breach of contract. Where this occurs, an argument sometimes arises as to whether the employer's damages should consist of the cost of putting right the deficiencies, or the (usually lesser) amount by which the value of the property is diminished(Murdoch & Hughes, 2000).

2.3.4.2 Contractor's damages

If a contractor terminates the contract for cause, he is entitled to recover payment for Work executed and for proven loss with respect to materials, equipment, tools, and construction equipment and machinery, including reasonable overhead, profit and damages (Brumback, 2006). Similarly, if an owner terminates the contract for the owner's convenience, the contractor is entitled to recover payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on Work not executed. In the case of a subcontractor which has defaulted, the general contractor is entitled to recover from that subcontractor any increased costs of completing the work from defaulting subcontractor.

The contractor is entitled to damages reflecting everything which would have been received under the contract, or the proportion of it which remains outstanding at the date of termination, less what it would have cost the contractor to complete the work. It has been clearly established that the damages should include the profit element on work remaining to be done. (hughes, July 2000)

Implication of Construction Contract Termination for Infrastructural Development; Delay of the Project; Abandonment of the project; Quality of the project affected; Variance in final cost; Cost overrun and Climate effect on the project. (Abdul-rahman & Wang, 2017)

Summary of effects of termination Delay of the Project; Abandonment of the project; Quality of the project affected; Variance in final cost; Cost overrun, Climate effect on the project, loss with respect to materials, equipment, tools, and construction equipment and machinery, including reasonable overhead, profit and damages and breaking the relationship among parties, create dispute, black listing the contractor

2.3.5 Procedure for Termination depends on different standard

2.3.5.1 Termination on FIDIC

Termination by Employer

If the Contractor fails to carry out any obligation under the Contract, the Engineer may by notice require the Contractor to make good the failure and to remedy it within a specified reasonable time.

The Employer shall be entitled to terminate the Contract if the Contractor:

Fails to comply with Performance Security or with a Notice to Correct, abandons the Works or otherwise plainly demonstrates the intention not to continue performance of his obligations under the Contract, Without reasonable excuse fails to proceed with the Works Commencement, Delays and Suspension, or To comply with a notice issued Rejection or Remedial Work within 28 days after receiving it, Subcontracts the whole of the Works or assigns the Contract without the required agreement, becomes bankrupt or insolvent, goes into liquidation, has a receiving or administration order made against him, compounds with his creditors, or carries on business under a receiver, trustee or manager for the benefit of his creditors, or if any act is done or event occurs which (under applicable Laws) has a similar effect to any of these acts or events, or Gives or offers to give directly or indirectly to any person any bribe, gift, gratuity, commission or other thing of value, as an inducement or reward for doing or forbearing to do any action in relation to the Contract, or for showing or forbearing to show favor or disfavor to any person in relation to the Contract, or if any of the Contractor's Personnel, agents or Subcontractors gives or offers to give (directly or indirectly) to any person any such inducement or reward. However, lawful inducements and rewards to Contractor's Personnel shall not entitle termination.

In any of these events or circumstances, the Employer may, upon giving 14 days' notice to the Contractor, terminate the Contract and expel the Contractor from the Site. However, in the case of the Employer may by notice terminate the Contract immediately.

The Employer's election to terminate the Contract shall not prejudice any other rights of the Employer, under the Contract or otherwise.

The Contractor shall then leave the Site and deliver any required Goods, all Contractor's Documents, and other design documents made by or for him, to the Engineer. However, the Contractor shall use his best efforts to comply immediately with any reasonable instructions included in the notice for the assignment of any subcontract, and for the protection of life or property or for the safety of the Works.

After termination, the Employer may complete the Works and/or arrange for any other entities to do so. The Employer and these entities may then use any Goods, Contractor's Documents and other design documents made by or on behalf of the Contractor.

The Employer shall then give notice that the Contractor's Equipment and Temporary Works will be released to the Contractor at or near the Site. The Contractor shall promptly arrange their removal, at the risk and cost of the Contractor. However, if by this time the Contractor has failed to make a payment due to the Employer, these items may be sold by the Employer in order to recover this payment. Any balance of the proceeds shall then be paid to the Contractor.

Termination by Contractor

The Contractor shall be entitled to terminate the Contract if:

the Contractor does not receive the reasonable evidence within 42 days after giving notice Contractor's Entitlement to Suspend Work in respect of a failure to comply Employer's Financial Arrangements, the Engineer fails, within 56 days after receiving a Statement and supporting documents, to issue the relevant Payment Certificate, the Contractor does not receive the amount due under an Interim Payment Certificate within 42 days after the expiry of the time Payment within which payment is to be made (except for deductions in Employer's Claims), the Employer substantially fails to perform his obligations under the Contract in such manner as to materially and adversely affect the economic balance of the Contract and/or the ability of the Contractor to

perform the Contract, the Employer fails to comply Contract Agreement or Assignment, a prolonged suspension affects the whole of the Works as described Prolonged Suspension, Employer becomes bankrupt or insolvent, goes into liquidation, has a receiving or administration order made against him, compounds with his creditors, or carries on business under a receiver, trustee or manager for the benefit of his creditors, or if any act is done or event occurs which (under applicable Laws) has a similar effect to any of these acts or events, a Contractor does not receive the Engineer's instruction recording the agreement of both Parties on the fulfillment of the conditions for the Commencement of Works.

In any of these events or circumstances, the Contractor may, upon giving 14 days' notice to the Employer, terminate the Contract. However, in the case of the Contractor may by notice terminate the Contract immediately.

In the event the Bank suspends the loan or credit from which part or whole of the payments to the Contractor are being made, if the Contractor has not received the sums due to him upon expiration of the 14 days Payment for payments under Interim Payment Certificates, the Contractor may, without prejudice to the Contractor's entitlement to financing charges Delayed Payment, take one of the following actions, namely suspend work or reduce the rate of work or terminate the Contract by giving notice to the Employer, with a copy to the Engineer, such termination to take effect 14 days after the giving of the notice.

The Contractor's election to terminate the Contract shall not prejudice any other rights of the Contractor, under the Contract or otherwise.

2.3.5.2 Termination on PPA 2011

Termination by the Public Body

Termination shall be without prejudice to any other rights or powers under the contract of the Public Body and the Contractor.

In addition to the grounds for termination defined in these General Conditions, the Public Body may, by not less than thirty days written notice of termination to the Contractor stating the reason for termination of the contract and the date on which such termination becomes effective. (except The Public Body, in its sole discretion and for any reason whatsoever, decides to terminate the

Contract, for which there shall be a written notice of not less than sixty days), such notice to be given after the occurrence of any of the events specified in this GCC terminate the Contract if:

The Contractor fails to carry out any or all of the Works within the period specified in the Contract, or within any extension thereof granted by the Public Body pursuant, The Contractor fails to remedy a failure in the performance of their obligations as specified in a notice of suspension pursuant within thirty days of receipt of such notice of suspension of assignment or within such further period as the Public Body may have subsequently approved in writing, The Contractor becomes (or, if the Contractor consists of more than one entity, if any of its Members becomes) insolvent or bankrupt or enters into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary, other than for a reconstruction or amalgamation, The Contractor fails to comply with any final decision reached as a result of direct informal negotiation pursuant (e) The Contractor is unable, as the result of Force Majeure, to carry out the Works for a period of not less than sixty (60) days, The Contractor assigns the contract or sub-contracts without the authorization of the Public Body, The Contractor has been guilty of grave professional misconduct proven by any means which the Public Body can justify, The Contractor has been declared to be in serious breach of contract financed by the Federal Democratic Republic of Ethiopia's budget for failure to comply with its contractual obligations. The Contractor has been engaged in corrupt or fraudulent practices in competing for or in executing the Contract. Any organizational modification occurs involving a change in the legal personality, nature or control of the Contractor, unless such modification is recorded in an addendum to the Contract, Any other legal disability hindering performance of the Contract occurs; The Contractor fails to provide the required guarantees or insurance, or the person providing the underlying guarantee or insurance is not able to abide by its commitments. Where the procurement requirement of the Public Body changes for any apparent or obvious reason Where it emerges that the gap between the value of the Contract and the prevailing market price is so wide that allowing the implementation of the contract to proceed places the Public Body concerned at a disadvantage; The Public Body, in its sole discretion and for any reason whatsoever, decides to terminate the Contract. The Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid,

Termination by the Contractor

The Contractor may, by not less than thirty (30) days' written notice to the Public Body, of such notice to be given after the occurrence of any of the events specified terminate the Contract if: The Public Body fails to pay any money due to the Contractor pursuant to the Contract and not subject to dispute pursuant within forty-five (45) days after receiving written notice from the Contractor that such payment is overdue, The Public Body is in material breach of its obligations pursuant to the Contract and has not remedied the same within forty-five (45) days (or such longer period as the Contractor may have subsequently approved in writing) following the receipt by the Public Body of the Contractor's notice specifying such breach, The Public Body suspends the progress of the works or any part thereof for more than 180 days, for reasons not specified in the Contract, or not due to the Contractor's default. The Contractor is unable as the result of Force Majeure, to perform a material portion of the Works for a period of not less than sixty (60) days; or The Public Body fails to comply with any final decision reached as a result of settlement of disputes pursuant.

2.3.6 Wrongful termination

If the contract is terminated for no reason, but the owner states that the termination is "for cause ", the contractor may claim damages for the Wrongful termination. The contractor is entitled to not only compensation for work performed prior to termination, but also the expected net profit of the contract from the unexecuted portion of the contract. If the contractor Wrongful terminates the contract and leaves the site, he will be responsible for the difference between the owner's completion cost and the remaining balance of the contract. He also has to pay reasonable additional costs associated with delays and hiring new contractors (Brumback, 2006).

Some terminations of a construction contract are lawful. However, a party who wrongfully terminates a contract will be found to have materially breached the contract. The big risk with any form of termination is that the termination could be wrongful or it is not done correctly. The most important thing to consider, however, is that any attempt to terminate a construction contract must be done with utmost of care and must be done in accordance with the procedural requirements of the contract. Failure to do so can result in [extremely](#) serious consequences and a potentially large claim for damages(Siang, 2011).

2.6.7 Legal termination

According to Ethiopian civil code (1960) the termination of contract legally allowed when

A contract may terminate where the parties so agree, A contract which is terminated shall no longer be performed, Termination shall have no retrospective effect and Where a contract is made for undefined period of time , both parties may terminate it on notice(Code, 1960).

2.6.8 Arrangement of termination

According to General condition of contract 2011(GCC, 2011)

The Public Body and the Contractor agree that termination or expiry of the Contract shall not affect either Party's obligations which the Contract provides shall survive the expiration or termination of the Contract.

All Materials on the Site, Plant, Equipment, Temporary Works, and Works shall be deemed to be the property of the Public Body if the Contract is terminated because of the Contractor's default.

After termination or expiry all data, documents and records (whether stored electronically or otherwise) relating in whole or in part to the provided Works shall be delivered by the Contractor to the Public Body provided that the Contractor shall be entitled to keep copies thereof to the extent that the information contained therein does not relate solely to the Works or to the extent that the Contractor is required by law to maintain copies thereof or to the extent that the Contractor was possessed of such data documents and records prior to the date of the Contract. In addition, the Contractor shall co-operate fully with the Public Body during the handover leading to the termination of the Contract. This co-operation shall extend to full access to all documents, reports, summaries and any other information required to achieve an effective transition without disruption to routine operational requirements.

2.6.9 Payment after Contract Terminated

According to Gcc ((MoWUD, 1994)), December 1994”.

If the Contract shall be terminated as aforesaid, the Contractor shall be paid by the Employer, in so far as such amounts or items shall not have already been covered by payments of account made

to the Contractor, for all work executed prior to the date of termination at the rates and prices provided in the Contract and in addition:-

The amounts payable in respect of any preliminary items, so far as the Work or service comprised therein had been carried out or performed, and a proper proportion as certified by the Engineer of any such items, the Work or service comprised in which has been partially carried out or performed.

The cost of materials or goods reasonably ordered for the Works which shall have been delivered to the Contractor or of which the Contractor is legally liable to accept delivery, such materials or goods becoming the property of the Employer upon such payments being made by him.

A sum to be certified by the Engineer, being the amount of any expenditure reasonably incurred by the Contractor in the expectation of completing the whole of the Works in so far as such expenditure shall not have been covered by the payment in this sub-clause before mentioned.

The reasonable cost of removal of constructional plant and, if required by the Contractor, return thereof to the Contractor's main plant yard in his country of registration or to other destination, at no greater cost.

The reasonable cost of repatriation of all the Contractor's staff and Workmen employed on or in connection with the Works at the time of such termination.

Provided always that against any payments due from the Employer under this sub-clause, the Employer shall be entitled to be credited with any outstanding balances due from the Contractor for advances in respect of constructional plant and materials and any other sums which at the date of termination were recoverable by the Employer from the Contractor under the terms of the Contract.

Payment on Termination according to (FIDIC MDB, 2010)

After a notice of Termination by Contractor has taken effect, the Employer shall promptly:

Return the Performance Security to the Contractor, Pay the Contractor Optional Termination, Payment and Release, and Pay to the Contractor the amount of any loss or damage sustained by the Contractor as a result of this termination.

After a notice of Termination by Employer has taken effect, the Employer may:

Proceed Employer's Claims, Withhold further payments to the Contractor until the costs of execution, completion and remedying of any defects, damages for delay in completion (if any), and all other costs incurred by the Employer, have been established, and/or recover from the Contractor any losses and damages incurred by the Employer and any extra costs of completing the Works, after allowing for any sum due to the Contractor Valuation at Date of Termination. After recovering any such losses, damages and extra costs, the Employer shall pay any balance to the Contractor

2.7 Summary of literature review

An early termination contract is one that is dissolved before the period of the contract has ended. This is frequently the result of a breach of contract, which occurs when one party fails to uphold the terms of the contract they signed. Some contracts may also include stipulations that allow one of the parties to seek early termination. Early termination can have far-reaching consequences for both parties involved, both in their current business dealings and in their overall corporate reputation; hence it is best avoided if at all possible.

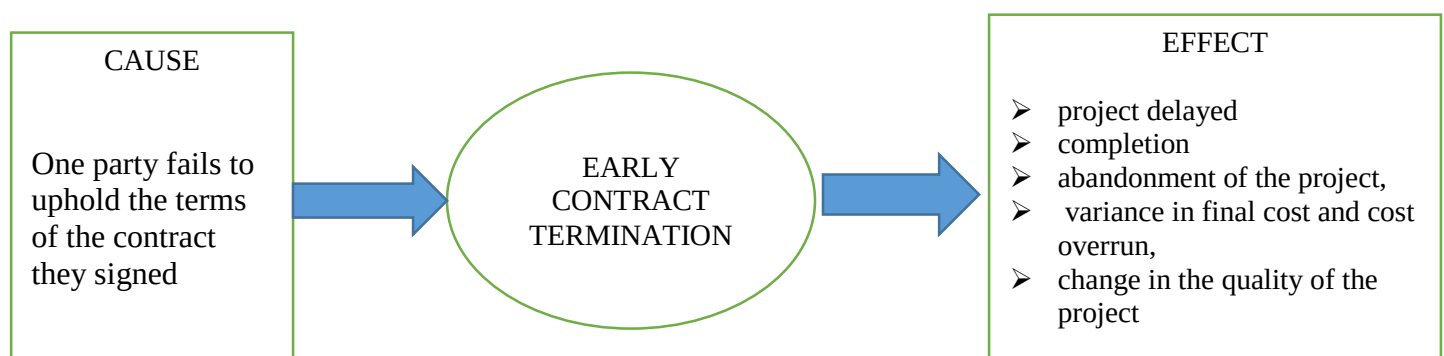


Figure 2-2: - Research framework

CHAPTER THREE

3 RESEARCH METHODOLOGY

3.1 Introduction

This chapter details the methodology and procedures which are used in the field of study. This chapter deals with the research method, research population, sample, sample characteristics, pilot study, research tools, Internal Consistent Validity, Questionnaire Reliability, as well a list of statistical procedures used in the study.

3.2 Study Area

The study area of this research is located on Addis Ababa Housing development Corporation which is a governmental housing project that constructed 40/60 and 20/80 condominiums and is on the way to the construction stage undertaken by the Addis Ababa city administration.

The focus of this research is to identify the main cause and effect of contract termination, assess the practice of contract termination, and find the possible solution to minimize project termination.

3.3 Research design

Research design is the general plan of how the researcher will go about answering the research questions. It contains clear objectives, derived from the research question(s), specifies the sources from which the researcher intends to collect data, and considers the constraints that will inevitably have as well as discusses ethical issues.

The research design adopted a qualitative and quantitative research approach which is a mixed research approach aimed at increasing the reliability of the information, thereby making qualitative information complement the quantitative information. The data were collected from the primary and secondary data sources through the use a close-ended questionnaire, and published & unpublished documents, respectively. In addition, a review of related literature helped to explore concepts and adopt approaches to the current study of causes and effects of contract termination in public building construction projects.

According to Kumar (2011), a research design is a procedural plan that is adopted by the researcher to answer questions validly, objectively, accurately, and economically. The general approach followed in this research is summarized in Figure 3.2, as shown below.

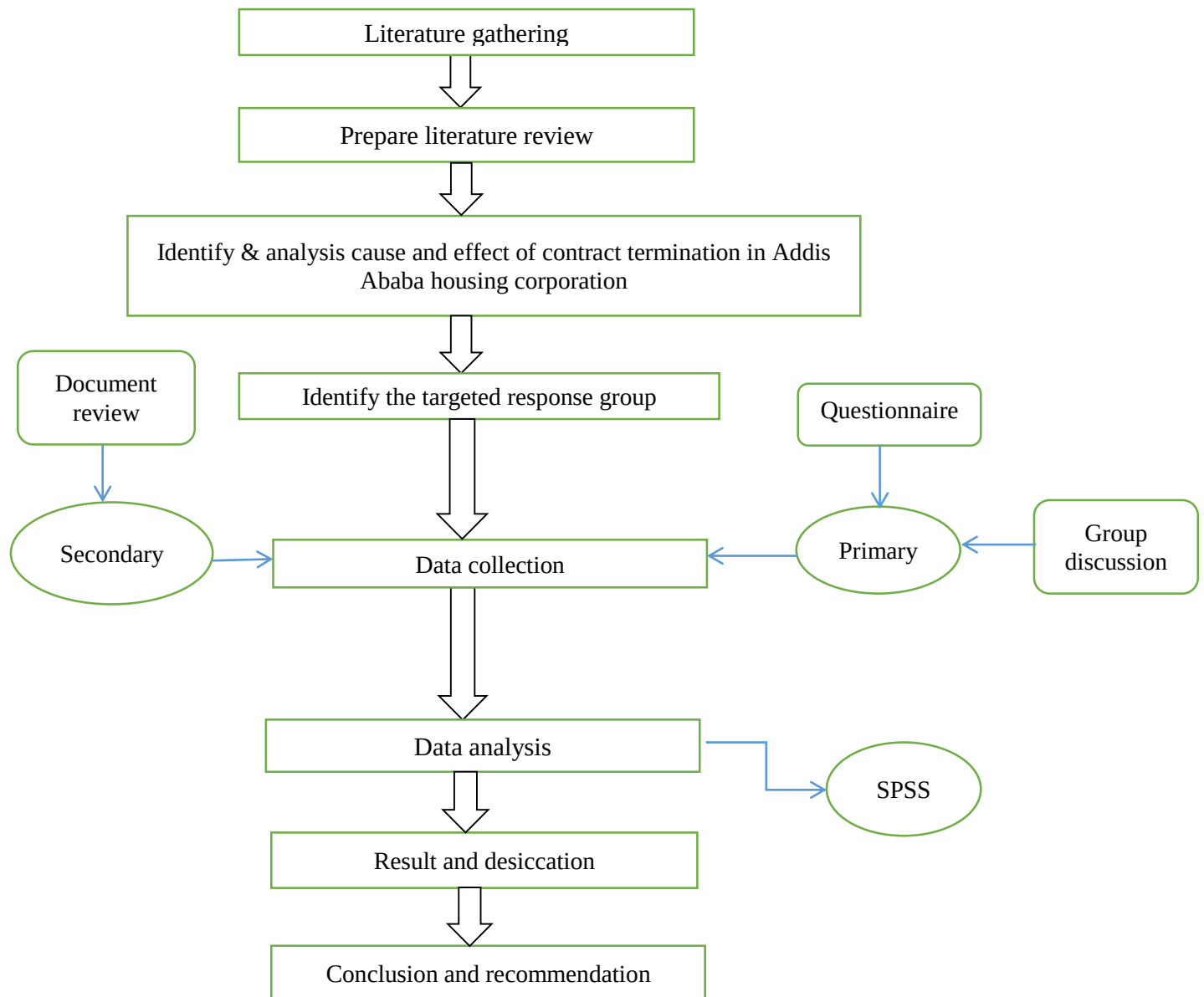


Figure 3-1: - Order of activities

The research was developed from observation of practical problems in Addis Ababa Housing Corporation which is governmental housing projects. contract termination project that is constructed and on the way of construction stage undertaken by the Addis Ababa city administration. The researcher used questionnaires, group desiccation, and document reviews oriented to investigate the main causes and effects of project contract termination in Addis Ababa Housing Corporation. So the research design will help to integrate different components of the research coherently and logically, for this research, the research design is descriptive. It is descriptive because the research focuses on practical projects to realize the causes and effects of project contract termination. Descriptively primary data (Group dissection and questionnaire) and secondary data (office working documents, performance reports) were used. The questionnaire, or survey, can be a written document that is completed by the person being surveyed or can be a face-to-face Group dissection. Using this survey it is possible to collect data from large or small populations, as a result of the diversity in the types and sources of data required for answering the research questions. Therefore, the information collected is used to describe both qualitative and quantitative concerning the issue of housing project contract termination.

3.4 Population and Sampling Techniques

The populations for this research were seven projects that are executed under 3 branch offices of Addis Ababa Housing Development Corporation which are active during the study period. The respondant of this research were client (Employee of Addis Ababa Housing Development Corporation), contractors, and consultants who are directly involved in Addis Ababa Housing Corporation building construction projects in Addis Ababa City. The client contractors and consultants are currently involved in Addis Ababa Housing Corporation building construction projects.

The sampling technique that this research employed is non-probability sampling techniques that encompass purposive sampling. Kent (2007) defines Purposive sampling is a sampling technique that allows the researcher pick informants based on the purpose of the study. Of the different types of non-probability sampling techniques, purposive sampling is taken as the most appropriate for the study because, it allows utilizing judgment to choose situations that helps to answer the research question and achieve the study's objective.

3.5 Sample size

Sample size determination is the act of choosing the number of observations or replicates to include in a statistical sample. The sample size is an important feature of any empirical study in which the goal is to make inferences about a population from a sample. In this research, the size of the target population frame consists of a total of 322 professional workers, managers, and engineers i.e. for AAHDC 3 branch offices for client = 129, for contractors =142, and for consultants = 51 are considered to be in the population frame.

The sample size of each sector from the total sampling frame was drawn to make the required number of respondents (representatives). The data gathered through this technique shall be more representative and reliable.

The respondents for the study have been one from each stockholders in the sample frame as per determined by using sampling design formula. (Kothari 2004)

$$n = \frac{p.q.N.Z^2}{(N-1)e^2 + Z^2p.q} \dots\dots\dots \text{Equation 1}$$

Where, n= sample size

N= Total population =322

Z= 95% confidence level (interval) under the normal curve (1.96)

E= Acceptable error term (0.05)

P and q are estimates of proportions sampled and not sampled that are 6% and 94% respectively.

To calculate the sample size of respondents using equation 3.1, as shown below:

$$n = \frac{p.q.N.Z^2}{(N-1)e^2 + Z^2p.q}$$

$$= \frac{.06*.94*322*1.96^2}{(322-1).05^2 + (1.96)^2 .06*.94} = 68.46 \approx 69$$

= 69 respondents

To ensure good representation of each stakeholder, the following was done:

From client (AAHDC)=129

$$n \text{ of AAHDC} = \frac{129 \times 69}{322} = 28$$

$$n \text{ of Contractor} = \frac{142 \times 69}{322} = 30$$

$$n \text{ of Consultant} = \frac{51 \times 69}{322} = 11$$

The sample respondent frame consists a total of 69 professional workers, managers and engineers i.e. from AAHDC 28 respondents, from Contractor 30 respondents, from 11 respondents, are considered to be in the sampling frame.

3.6 Data Collection Methods

This research has been conducted by employing various methods of data collection. Both primary as well as secondary data has been collected. The researcher himself collects the primary data from the respondents using self-administered structured questionnaire and focus group discussion during the meeting carried out in the open place with key informants and industry practitioners.

The secondary data types were gathering information from published and unpublished documents, standard documents and other related material collected from different sources.

The following instruments have been used to collect data for this study.

3.6.1 Questionnaire Survey

It was planned to use questionnaire which is a tool for collecting and recording information about a particular issue of interest with clear instructions and choices and space for answers. The closed questionnaire was adopted in such a way to have quantitative data which are related to the objectives of the research.

The questionnaire has six parts. The first part of questionnaire is gathering information about the respondents' background. The second part of the questionnaire is gathering information about early

/untimely/ project contract termination client related cause. The third part of questionnaire is gathers information about early /untimely/ project contract termination contractor related cause. The fourth part of questionnaire is gathers information about early /untimely/ project contract termination consultant related cause. The fifth part of questionnaire is gathers information about early /untimely/ project contract termination external factor related cause and the sixth part of questionnaire is gathers information about effect of early /untimely/ project contract termination.

Table 3-1: - Distribution of sample respondents from each Organization/Sectors

Target sample group	Number of Respondent
Client	28
Contractor	30
Consultant	11

3.6.2 Focus Group Discussion

Focus group discussion is frequently used as a qualitative approach to obtain data as part of fulfilling information on the cause and effect of contract termination. A focus group organized by the researcher use 8 important questions during the discussion. For the focus group discussion 5 purposively selected key informants two from AAHDC, two from Contractor and one from consultants.

Focus group discussion is frequently used as a qualitative approach to gain an in-depth understanding of social issues. Focus group discussion (FGD) is a research tools that is a good way to gather together people from similar backgrounds or experiences to discuss a specific topic of interest.

3.6.3 Document Review

Document review is a systematic collection, documentation, analysis and interpretation and organization of data as a data collection method in research and Qualitative research data method. For this research the researcher use the document latter written from client to contractors.

3.7 Data analysis and processing

The data were collected through questionnaires and Group discussion. Data were collected from

Addis Ababa Housing Development Corporation, contractor and consultants. The researcher distributed 69 questionnaires and out of which 61 questionnaires, which its response rate represented 88.4%, were gathered. Then it was analyzed with descriptive statistics and correlation model. A descriptive analysis used to present and interpret the data. Simple statistical tools like mean, RII, frequency, percentage, chart and tables along with percentages and inferential statistics like correlation were used to analyze the responses of the respondents. In order to analyze and manage the collected data statistical package for social science (SPSS) software tool was used.

3.7.1 Relative Importance Index (RII) Technique

The relative importance index method was used to determine the relative major cause and effects. The five-point scale of: Strongly Agree = 5, Agree = 4, Undecided = 3, Disagree = 2 and strongly disagree = 1 adopted and transformed to relative importance indices (RII) for each effects as follows:

$$RII = \sum W/A \times N \dots \dots \dots \text{Equation 2}$$

Where; RII: relative importance indices;

W: the weights given to each cause and effects (Ranging from 1 to 5),

A: The highest weight (i.e. 5 in this case), and

N: the total number of respondents.

The RII value had a range from 0 to 1 (0 not inclusive), The results will compute into percentages and subsequently presented in the form of bar charts and tables. Microsoft Excel and SPSS were the main tools employed to analyze the data in order to help interpret the results.

3.8 Validity and Reliability

As mentioned by Stilwell & Hoskins (2013), reliability and validity are two main criteria for determining data quality where validity presumes reliability, that is, if a measure is not reliable, it cannot be valid.

3.8.1 Validity of the research method

Validity is the degree to which a test measures what it purports to measure and the validity of the questionnaire data depends in a crucial way on the ability and willingness of the respondents to provide the information requested. The questionnaire employed was adapted from reviewed literatures and similar study instruments and were made suit for the existing research environment. In addition, industry practitioners' comment on the appropriateness of the elements included in the questionnaire helps to well validate the approaches in obtaining the intended data. Furthermore the questionnaires adapted were pilot tested by professionals from the area and experts to be validated in the three parts of the questionnaires.

In this regard the study was designed to clearly and correctly address the intended objective (research question). The instrument's similarity with other causes and effect of project contract termination , detailed reviewed literatures of the constructs/concepts identified by the variables in the three parts of the questionnaires, advisor's review, university instructors comment and subsequent steps in the process that follow formal statistical/scientific approach in answering the research questions ensured that the study approach and the measurement instrument fulfill all of the construct, face and content validity of the research.

3.8.2 Reliability of Questionnaire

Reliable measurement is the repetition of any measurement that produces the same result. In order to maintain reliability in the study, the researcher administered the same type of questionnaire to all the subjects, that is, all three stakeholders who participated in this research were given the same type of questions with the same type of wording thus carrying the same meaning to all. The assumption here is that all the respondents will have the same interpretation of the questions; however, the researcher made sure that all the questions were constructed in the English language so as to be easily read and understood by all subjects. Reliability refers to the quality of a measurement procedure that provides repeatability and accuracy.

Data collected from the respondent's profile of the questionnaire reliability is test participants personal characteristics regarding the test environment and condition of the participants can contribute to whether or not a test is effectively reliable. Simple random method is that the researcher exercises lottery method for equal chance of target population selection on the

informant's reliability and competency. This is a relevant concern especially regarding key informants on whom much of the data quality rest.

Data collected from the questionnaires, internal consistency reliability is tested by Cronbach's alpha coefficient in rated on a five point likert the response scale which included Strongly Agree (SA) = 5, Agree (A) = 4, undecided (un) = 3, Disagree (D) = 2 and Strongly Disagree (SD) = 1.

The test of reliability, the equation 2 is used to determine the Cronbach's alpha as shown below (Namdeo & Rout, 2016)

$$\alpha = \left(\frac{k}{k-1} \right) \left(\frac{S_T^2 - \sum S_i^2}{S_T^2} \right) \dots \dots \dots \text{Equation 3}$$

Where; α is the cronbach alpha coefficient

K is the number of items,

S_i^2 Is the variance of i^{th} item and

S_T^2 Is the variance of total score formed by summing items

The interpretation of Cronbach's alpha is the range of Cronbach's alpha normally is between 0 and 1. Guide line provided by them to assess the reliability of any data as shown in Table 3.2.

Table 3-2: - Guideline for assessing reliability results

S. No	Range	Reliability
1	0.9 and above	Excellent
2	0.7 – 0.9	High
3	0.5 - 0.7	Moderate
4	0.5 and below	Low

Source: (Perry R. Hinton & Brownlow, 2014)

3.9 Ethical Consideration

This study was subject to certain ethical issues. As it was mentioned earlier, all the research participants included in this study is appropriately informed about the purpose of the research and

their willingness and consent is secured before the commencement of distributing the survey questionnaire and asking them to give their responses to the focus group discussion.

The research does not specify any participant's name and Confidentiality of information was guaranteed. The other ethical consideration of this research is in keeping the findings not to be disadvantageous to participants. The author shall not intentionally misreport findings which would be disadvantageous to the participants.

CHAPTER FOUR

4 RESULTS AND DISSICATION

4.1 Introduction

The results and discussion is the most important part of the study. This chapter is structured according to the research objective and presents the findings. The important finding results were directly linked to the cause and effect of early construction contract termination in AAHDC. The information collected through field survey questionnaires, document and focus group discussions, FGD are analyzed within the framework of the study objectives. The analysis was carried out using SPSS software; focusing on the client, contractor, consultant, and external factor-related causes and effects of early contract termination in AAHDC.

Accordingly, interpretations and discussions were presented on the basis of the findings. Hence, this chapter seeks to discuss the implications of the findings in relation to the research objectives that were set out in the introduction, and the results are presented concurrently according to the three key topics listed below.

- General information about the respondents
- Cause of early contract termination
- Effects of early contract termination

A total of 69 questionnaires were distributed to the respondents. However, only 61 questionnaires were collected and had usable responses (88% response rate), focus group discussion and relevant documents have been also reviewed. Cause and effects of project contract termination, 88% response rates were reasonably very good.

4.2 Respondent's Profile

4.2.1 Response Rates

The questionnaire form was distributed to 69 respondents (28 for clients, 30 for Contractors, and 11 for consultants) out of which 61 respondents returned completed forms, representing an 88.41% response rate. The response rate for respondents is 88.41 %, the response rate for Clients is 89.29%,

the response rate for Contractor is 83.33%, and the response rate for Consultants is 100 % are very good when compared to the other response rate, which are is shown in Table 4.1 below.

Table 4-1 : Frequency distribution of sample respondent's rate

Response Distribution	No of distributed questionnaire	No of returned Responses	% of returned Responses
Client	28	25	89.29
Contractor	30	25	83.33%
Consultants	11	11	100%
Total	69	61	88.41%

Source: Own survey data analysis

4.1.2 Classification of respondents sample size

Frequency Table 4.2 shows that the characteristics of the respondent's sample size rate among the groups. The sample consists of 25 respondents from clients (41%), 25 respondents from contractors (41%), and 11 respondents from consultants (18%), the distribution of respondents' sample size can be seen in Table 4.2 as follows.

Table 4-2: Classification of respondents sample size

Classification of organization		frequency	Percent	Valid percent	Cumulative percent
Valid	Client	25	41%	41%	41%
	Contractor	25	41%	41%	82%
	Consultant	11	18%	18%	100%
	Total	61	100%	100%	

Source: Own survey data analysis

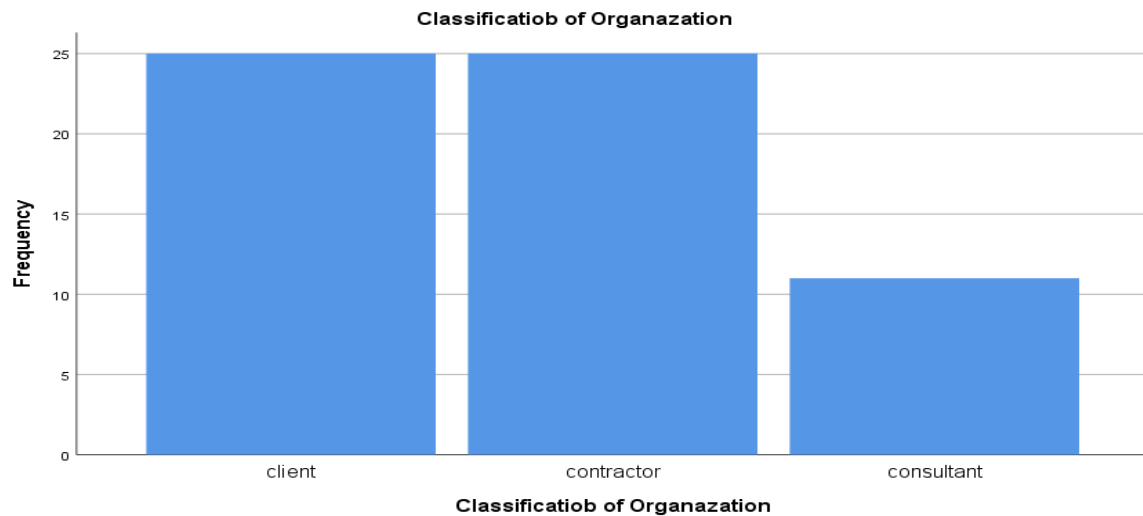


Chart 4-1: Respondents organization classification

4.1.3 Respondents level of qualification/Educational Background

Education as one of man's cultural needs is the most important factor to bring forth all-round development. Moreover, it is key to enhancing the level of capability in working together with others, which can also influence the process of integration at a certain level. The educational statuses of the sample of respondents have been presented on following Table 4.3 and Chart 4.2, as shown below respectively.

Table 4-3: Respondents Level of qualification/Educational Background

		Educational Back Ground			
		Frequency	Percent	Valid Percent	Cumulative Percent
Valid	Diploma	2	3.3	3.3	3.3
	Degree/BSc	43	70.5	70.5	73.8
	MA/MSc	16	26.2	26.2	100.0
	Total	61	100.0	100.0	

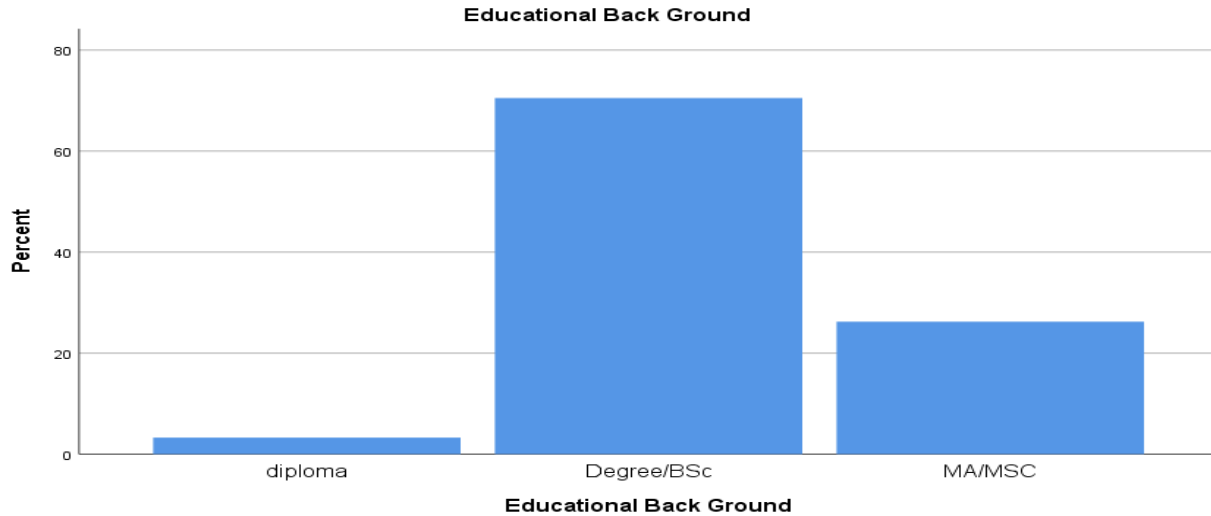


Chart 4-2: Respondents Level of qualification/Education Background

Source: Own survey data analysis by spss

According to the above analysis from frequency Table 4.3 and Chart 4.2, it was indicated that the highest educational level of the respondents ranges from diploma to second degree. The majorities of the respondents 70.5% are first-degree holders, the followed respondents 26.2% are second-degree holders, and 3.3 are Diploma holders. This implied highly educated people with high expertise and high knowledge of matters. This also helped the researcher to quickly collect data since the respondents were able to read, write and easily interpret the questionnaires. Therefore, highly educated respondents were key role players in providing adequate and relevant data which determine the research result rationally and logically.

4.1.4 Respondents position/responsibility

Table 4.4 & Chart 4.3 shows that the respondent's current position/responsibility on the general manager level has 4.9 % of the total respondents, on the project manager level has 21.3% of the total respondents, on the office engineer level has 23 % from the total respondents, on the site engineer level have 16.4 % from the total respondents, on the supervisor level have 19.7% from the total respondents, on the contract administration level have 11.5% from the total respondents and on the others have 3.3 % from the total respondents. The current position statuses of the sample of the respondents have been presented on following Table 4.4 & Chart 4.3, as shown below

respectively

Table 4-4: Respondents Current position

Current Position					
		Frequency	Percent	Valid Percent	Cumulative Percent
Valid	general manager	3	4.9	4.9	4.9
	project manager	13	21.3	21.3	26.2
	office engineer	14	23.0	23.0	49.2
	site engineer	10	16.4	16.4	65.6
	Supervisor	12	19.7	19.7	85.2
	contract administration	7	11.5	11.5	96.7
	Other	2	3.3	3.3	100.0
	Total	61	100.0	100.0	

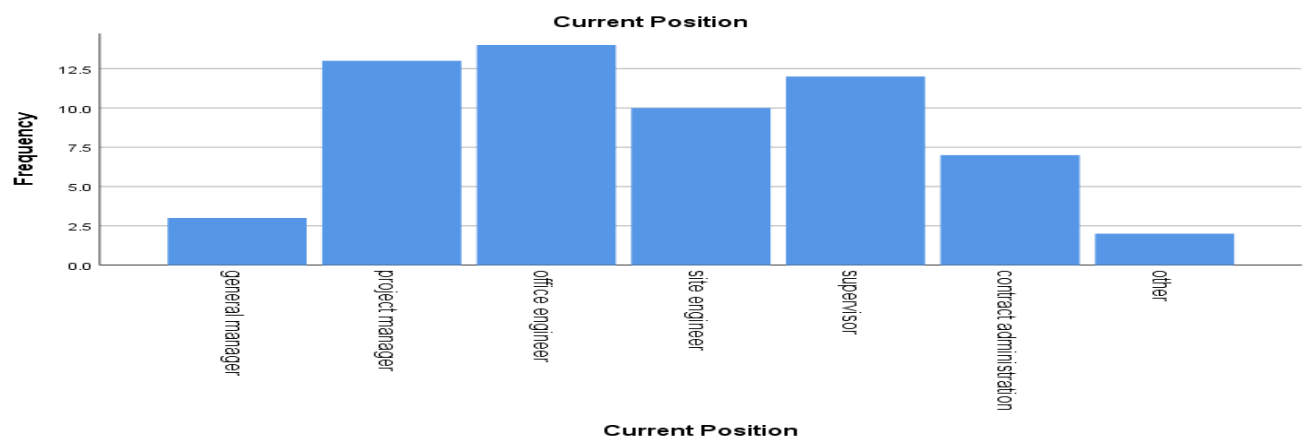


Chart 4-3 : Current position of respondent

4.1.5 Respondents work Experience

Respondent's work experience in the construction industry

The frequency Table 4.5 and Chart 4.4 shows that the respondents work experience 1-3 years have 8.2% of the total respondents, 27.9 % of the total respondents have years of experience between 4 - 6 years, 21.3 % of the total respondents have years of experience between 7 - 9 years, 24.6 %

from the total respondents have years of experience between 10 - 12 years, 13.1 % from the total respondents have years of experience between 13 - 15 years and 4.9 % from the total respondents have years of experience more than 16 years. The obtained results of the respondent's years of work experience are given in the following Table 4.5 & Chart 4.4, as shown below respectively.

Table 4-5: Respondents years of work experience in construction industry

Work Experience in Construction Industry					
Work Experience		Frequency	Percent	Valid Percent	Cumulative Percent
Valid	1-3 year	5	8.2	8.2	8.2
	4-6 year	17	27.9	27.9	36.1
	7-9 year	13	21.3	21.3	57.4
	10-12 year	15	24.6	24.6	82.0
	13-15 year	8	13.1	13.1	95.1
	16 above	3	4.9	4.9	100.0
	Total	61	100.0	100.0	

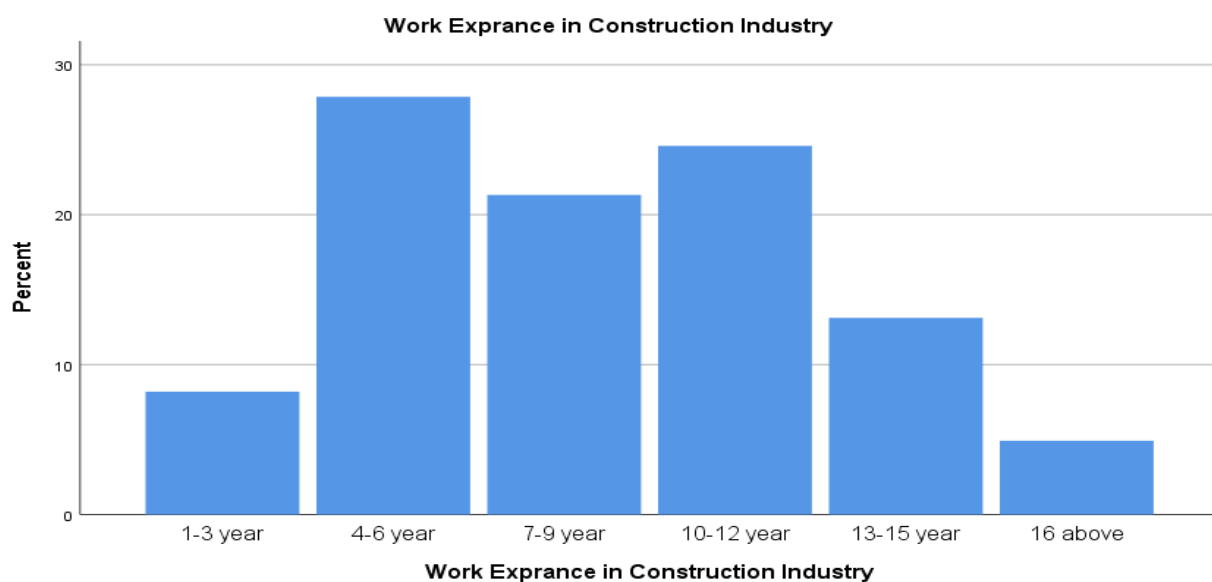


Chart 4-4 work experience in construction industry

4.1.6 Respondent work experience in construction site

The frequency Table 4.6 and Chart 4.5 shows that the respondents work experience of 1-2 years have 11.5 % of the total respondents, 31.1 % of the total respondents have years of experience between 3 - 5 years and 57.4 % of the total respondents have years of experience between 6 - 8 years. The obtained results of the respondent's year of work experience are given in the following Table 4.6 & Chart 4.5, as shown below respectively.

Table 4-6 Respondents years of work experience in construction site

Work Experience in Construction Site					
		Frequency	Percent	Valid Percent	Cumulative Percent
Valid	1-2 year	7	11.5	11.5	11.5
	3-5 year	19	31.1	31.1	42.6
	6-8 years	35	57.4	57.4	100.0
	Total	61	100.0	100.0	



Chart 4-5 work experience in construction site

4.2 Results of Reliability Analysis

Before conducting an analysis based on the results obtained from the questionnaire, a Cronbach analysis was carried out to ascertain the internal consistency of the questions using the Likert scale. The Cronbach Alpha test that shows the reliability of the questionnaire and the result of the

reliability test that was conducted cause of contract project termination client-related in Table 4.7, as shown below.

Table 4-7: Result of Reliability test client relate Cause

Reliability Statistics	Cronbach's Alpha
Cause of project contract termination in client relate	0.824

Source: Own survey data analysis by spss

The result indicates that the 10 items Cause of project contract termination in client relationships is correlated. There is internal consistency between the items. Since the data collected was based on five Likert scales; therefore to check the reliability of the research Cronbach's Alpha method was used and all the components are high. As a matter of fact, the overall Cronbach Alpha value for the 10 items is 0.824 which showed high reliability of the data. Therefore, the researchers conclude that the test and questions were reliable.

The Cronbach Alpha test that shows the reliability of the questionnaire and the result of the reliability test that was conducted on the cause of project termination in Table 4.7, as shown above.

The Cronbach Alpha test that shows the reliability of the questionnaire and the result of the reliability test that was conducted on the Cause of project contract termination in consultants relate represented in Table 4.8, as shown below.

Table 4-8: Result of Reliability test contractor relate Cause

Reliability Statistics	Cronbach's Alpha
Cause of project contract termination in contractor relate	0.851

Source: Own survey data analysis

The result indicates that the 10 items Cause of project contract termination in contractor relate are

correlated. There is internal consistency between the items. Since the data collected was based on five Likert-scales; therefore to check reliability of the research Cronbach's Alpha method was used and all the components is high. As a matter of fact the overall Cronbach Alpha value for the 10 items is 0.851 which high reliability of the data. Therefore, the researchers conclude that the test and questions were reliable.

Table 4-9: Result of Reliability test consultants relate cause

Reliability Statistics	Cronbach's Alpha
Cause of project contract termination in consultants relate	0.912

Source: Own survey data analysis

The result indicates that 10 Cause of project contract termination in consultants are correlated. There is internal consistency between the items. Since the data collected was based on five Likert-scales; therefore to check reliability of the research Cronbach's Alpha method was used and all the components is excellent or close to 1. As a matter of fact the overall Cronbach Alpha value for the 10 items is 0.912 which showed excellent reliability of the data. Therefore, the researchers conclude that the test and questions were reliable.

The Cronbach Alpha test that shows the reliability of the questionnaire and the result of the reliability test that was conducted on the Cause of project contract termination in external relate represented on the Table 4.10, as shown below.

Table 4-10: Result of Reliability test external relate cause

Reliability Statistics	Cronbach's Alpha
Cause of project contract termination in external relate	0.781

Source: Own survey data analysis

The result indicates that 7 Causes of project contract termination in external is correlated. There is

internal consistency between the items. Since the data collected was based on five Likert scales; therefore to check the reliability of the research Cronbach's Alpha method was used and all the components is high.

As a matter of fact, the overall Cronbach Alpha value for the 7 items is 0.781 which showed good reliability of the data. Therefore, the researchers conclude that the test and questions were reliable.

The Cronbach Alpha test that shows the reliability of the questionnaire and the result of the reliability test that was conducted on the Cause of project contract termination in external relate are represented in Table 4.11, as shown below.

Table 4-11 : Result of Reliability test project contract termination effect

Reliability Statistics	Cronbach's Alpha
Effect of project contract termination	0.877

Source: Own survey data analysis

The result indicates that 13 Effects of project contract termination are correlated. There is internal consistency between the items. Since the data collected was based on five Likert-scales; therefore to check the reliability of the research Cronbach's Alpha method was used and all the components is high. As a matter of fact the overall Cronbach Alpha value for the 13 items is 0.877 which showed good reliability of the data. Therefore, the researchers conclude that the test and questions were reliable.

4.3 Causes of termination

From questionnaire results the cause of project contract termination was determined using a 5 point linkert scale, and result ranked by comparing

4.3.2 Client related causes

Table 4-12: Results of the cause of project contract termination client related

R. No	Client related causes	RII	Rank
Client related			
1	Fail to delivery material on time (like rebar, sanitary and electrical)	0.800	1
2	Slow to give response ask by contractor	0.790	2
3	Late in decision making	0.777	3
4	Selection of competent contractors and consultants	0.761	4
5	Slow to give decision	0.757	5
6	Owners financial problem	0.751	6
7	Employer obligation	0.689	7
8	Employer bankrupt or insolvent	0.656	8
9	Failure to pay approved payment	0.656	8
10	Failure in delivering the site to the contractor	0.597	10

From Table 4.12 shown above the respondent ranked client-related untimely/early contract termination causes in the Addis Ababa housing corporation construction projects suggested by the respondents were consider are Delay in materials delivery of client is one of the potential causes of project termination (RII=0.80), Slow to give response ask by the contractor (RII =0.790) is the second most client related cause of project contract termination, third Late in decision making (RII =0.777), Selection of competent contractors and consultants(RII =0.761) ranked fourth cause, Slow to give decision (RII =0.757), Owners financial problem(RII =0.751) other key causes of client-related project contract termination. Employer obligation, Employer bankruptcy or insolvent & Failure to pay approved payment equal RII value, and Failure in delivering the site to the contractor were the least cause with RII values of 0.689, 0.656, and 0.597, respectively.

4.3.3 Contractor related causes

From Table: 4.13 below the most contractor-related cause was Financial Difficulties Failure to Pay Workers with an RII value of 0.813 followed by a Delay in progress/failure to meet the project schedule and Poor site management and supervision with an equal RII value of 0.807. Failure to

deliver material on time by the contractor was the fourth-ranked cause with an RII value of 0.797 and Improper scheduling and planning of the contractor were the fifth ranks. Becoming bankrupt or insolvent was the least cause of contractor-related project contract termination with an RII value of 0.721.

Table 4-13: Results of the cause of project contract termination contractor related

R. No	Contractor related causes	RII	Rank
Contractor related			
1	Financial Difficulties Failure to Pay Workers	0.813	1
2	Delay on progress/failure to meet the project schedule	0.807	2
3	Poor site management and supervision	0.807	2
4	Fail to delivery material on time by contractor (like sand, aggregate)	0.797	4
5	Improper scheduling and planning of contractor	0.767	5
6	Failure to comply his obligation /delivery/ performance security to client	0.754	6
7	Failing to use material /standard of work man ship required by contractor	0.744	7
8	Fail to correct their failure after giving notice to correct by engineer	0.744	7
9	Poor sub-contractor performance	0.728	9
10	Becomes bankrupt or insolvent	0.721	10

4.3.4 Consultant related causes

From the findings listed in table 4.14 below project contractor termination, consultant-related causes in the Addis Ababa housing corporation suggested by the respondents were considered are Slow in decision making & response the 1st cause with RII value 0.754, Delay preparation and approval of drawing came next with RII value 0.751, Poor site management and supervision the third cause with RII value 0.738, Consultants lack of judgment and experience & Un realistic time duration with equal RII value of 0.725, Engaged in corrupt fraudulent sixth cause with RII value of 0.708, Late on contract modification seventh cause with RII value 0.705, Delay approval of material eighth with RII value 0.675, Errors in design 0.669 and Inadequate working drawing detail 0.662 are least causes.

Table 4-14: Results of the cause of project contract termination consultant related

R. No	Consultant related causes	RII	Rank
Consultant related			
1	Slow in decision making & response	0.754	1
2	Delay preparation and approval of drawing	0.751	2
3	Poor site management and supervision	0.738	3
4	Consultants lack of judgment and experience	0.725	4
5	Un realistic time duration	0.725	4
6	Engaged in corrupt, fraudulent	0.708	6
7	Late on contract modification	0.705	7
8	Delay approval of material	0.675	8
9	Errors in design	0.669	9
10	Inadequate working drawing detail	0.662	10

4.3.5 External related causes

From table 4.15 shows that **Price fluctuation, Political unstable, Site security condition the most** the potential cause of project contract termination with RII value of 0.872, 0.780 and 0.764 respectively.

Table 4-15: Results of the cause of project contract termination external related factor

R. No	External related causes	RII	Rank
External related			
1	Price fluctuation	0.872	1
2	Political unstable	0.780	2

3	Site security condition	0.764	3
4	Unforeseen site condition	0.669	4
5	Change in government regulation	0.666	5
6	Weather condition	0.548	6

Table 4-16: Summery of causes

R. No	Causes	RII	Rank
1	Price fluctuation	0.872	1
2	Financial Difficulties Failure to Pay Workers	0.814	2
3	Delay on progress/failure to meet the project schedule	0.806	3
4	Poor site management and supervision	0.806	3
5	Fail to delivery material on time	0.80	5
6	Fail to delivery material on time by contractor	0.796	6
7	Slow to give response ask by contractor	0.79	7
8	Political unstable	0.78	8
9	Late in decision making	0.778	9
10	Improper scheduling and planning of contractor	0.768	10
11	Site security condition	0.764	11
12	Selection of competent contractors and consultants	0.76	12
13	Slow to give decision	0.758	13
14	Failure to comply his obligation /delivery/ performance security to client	0.754	14
15	Slow in decision making & response	0.754	14
16	Owners financial problem	0.75	16
17	Delay preparation and approval of drawing	0.75	16
18	Failing to use material /standard of work man ship required by contractor	0.744	18
19	Fail to correct their failure after giving notice to correct by engineer	0.744	18
20	Poor site management and supervision	0.738	20
21	Poor sub-contractor performance	0.728	21

22	Un realistic time duration	0.728	21
23	Consultants lack of judgment and experience	0.724	23
24	Becomes bankrupt or insolvent	0.722	24
25	Engaged in corrupt, fraudulent	0.708	25
26	Late on contract modification	0.704	26
27	Employer obligation	0.688	27
28	Delay approval of material	0.676	28
29	Errors in design	0.668	29
30	Unforeseen site condition	0.668	29
31	Change in government regulation	0.666	31
32	Inadequate working drawing detail	0.662	32
33	Employer bankrupt or insolvent	0.656	33
34	Failure to pay approved payment	0.656	33
35	Failure in delivering the site to the contractor	0.596	35
36	Weather condition	0.548	36

As it can be seen in table 4.16, the most ranked causes of contract termination from the combined related factor were Price fluctuation with an RII value of 0.872 price fluctuations are especially unpredictable in construction materials it is very different from 200% -300% price difference from the unit price taken by the contractor because of this the capacity of the contractor is decreasing and getting weaker, it is difficult to continue the work. Financial Difficulties Failure to Pay Workers with RII value of 0.814 the contractor when fails to pay wages to employees on time the works did not work properly also, it will be difficult to find workers to do the work, Delay on progress/failure to meet the project schedule & Poor site management and supervision Equal value of RII value of 0.806 if the contractor for the project is behind the schedule if not achieve the schedule the owner is forced to take action because he could not meet & the consultant or client contractor if there is no one who supervises and control the work done properly, Fail to delivery material on time with RII value of 0.80 if not material delivered to the construction site as required and on time the project will be delayed, Fail to deliver material on time by the contractor with RII value of 0.796, Slow to give response ask by the contractor with RII value of 0.79 if the contractor question or justification ask the client or consultant, not response on time the project will be a

delay and terminated, Politically unstable with RII value of 0.78 if not good work condition if their riot the site will be close for days may be for weeks so the project time will be extended and causes termination is, Late in decision making with RII value of 0.778 and Improper scheduling and planning of contractor with RII value of 0.768 the contractor not properly schedule and to be implanted schedule prepare and not follows..

According to Ade-Ojo, (2017) Most of the contract termination occurred just at the concrete floor bed level, it has always resulted into cracks in the foundation walls, failure of roof and carck members and crack and de-coloration of the block wall

According to Riveros et al., (2022) The evaluation of twenty kinder- garden construction projects demonstrated that the main causes of Early contract termination are deficiencies in the bidding evaluation process, which led to the selection of the general contractor with a lack of experience, lack of experience of the owner, and regulatory limitations of the legal framework for public projects ,Shortage of Labor force and materials shortage, non-payment claims, lack of advance payments, and delayed payments by the client.

According to Khalil H. (2012) the most The most important factors causes project termination are Closure, Lack of resources, Contractors bankrupting or insolvent, Increment of material prices, Lack of experience in the line of work, Wrong cost estimation,Lack of capital, Working at hot (dangerous) areas, Low margin of profit due to competition, Difference of local currency exchange with contract currency.

According to (Abeynayake & Kumara, 2013) Factors affecting to termination bankrupt of the client,bunrupt of the contractor,not maintain progress of project,withhold payment

Table 4-17 Rank causes in group

Group	RII	Rank
Contractor Related Cause	0.768	1

Owner Related Cause	0.723	2
External Related	0.718	3
Consultant Related Cause	0.711	4

As shown in the above table the study also related Contractor Related Cause Owner Related Cause and followed by External Related were major factors responsible for construction contract termination in AAHDC.

4.4 Effects of termination

Table 4-18: Results of Effect of project contract termination

R. No	Effects of termination	RII	Rank
Effects of termination			
1	Delay of project completion	0.836	1
2	Increase in final cost of the project/ increased costs to complete the remainder/	0.823	2
3	Time overrun	0.816	3
4	Breaking the relationship among parties/ create dispute/	0.787	4
5	Impact on external parties who expecting service	0.780	5
6	Variance in final cost	0.777	6
7	Loss of future income /lost profit/	0.761	7
8	Reduce profit	0.751	8
9	Low productivity	0.751	8
10	Black listing the contractor	0.748	10
11	Go to court /Claim between parties/	0.738	11
12	Quality of the project affected	0.718	12
13	the value of the property is diminished	0.708	13

Delay of project completion with RII value of 0.836 delays will have occurred if contract termination happens because the project takes time to change to another contractor and made an agreement with the new replaced contractor, Increase in the final cost of the project/ increased costs to complete the remainder/ with RII value of 0.823 the cost of the project will increase because of the new contractor made an agreement with new unit price, Time overrun with RII value of 0.816 times will be run because the bidding and other court cases, Breaking the relationship among parties/creating dispute/ with RII value of 0.787 the parties will be not smooth relationship for future, Impact on external parties who expecting service with RII value of 0.78 the external parties can be loaded the add of the price of the finished project, Variance in final cost with RII value of 0.777 it is not the same with the before the cost of the project, Loss of future income /lost profit/ with RII value of 0.761 is respectively ranked as the effect of early project contract termination as shown in table 4.17. This means that the intended beneficiaries, typically local communities, do not benefit from such projects because they are subject to delays. Apart from having a negative impact on the availability of householders/ house lottery winners/ the community, it also limits the community's ability to develop socially and economically.

According to Ade-Ojo, (2017) the causes of termination delay in completion, abandonment and reduced quality of the project if and when completed among others.

According to Riveros et al., (2022) The pattern matching results show that all the Early contract termination and completed projects presented symptoms associated with different risk types. This is reflected in consequences such as scheduling deviations and cost overruns.

According to Abeynayake & Kumara, (2013) the effects or impacts of termination blacklisted contractor's company ,loss of employment, accused by client, westing money for disputeresolution, change scope of the project, delay of project progress, external impacts polotical, external party is able to recover loss,bad relation ship among parties,

4.5 Results from document review

Project A

The project is 2B+G+13 Block no. 05 & 06 in Addis Ababa bole Hayat site and terminated on 26/01/2022 the client wrote the letter. The reason for termination was poor work progress, lack of

manpower, poor performance, failed to deliver the necessary material input and meet the schedule as attached in the appendix. The procedure used by AAHDC consultants was a written first warning letter on 27/04/18, then a second warning on 23/11/2020. After that, the final notice before advice of termination was written on 09/04/2021 because of no change in the status of the project. Finally, advice for termination letter written on 18/11/202.

Project B

The project is 2B+G+13 Block no. 21 & 22 in Addis Ababa bole Hayat site and terminated on 27/10/2021 the client wrote the letter. The reason for termination was poor work progress, there being no qualified capable assigned key personnel including the project manager, site engineers, and general Forman on the site, poor performance, failure to deliver the necessary material input and meet the schedule /the project far behind the schedule / as attached in the appendix. The procedure used by AAHDC consultants was a written first warning letter on 06/02/2015, then a second warning on 25/08/2015. After that, the final notice before of advice of termination was written on 17/05/2019 because of no change in the status of the project. Finally, advice for termination letter written on 12/08/2019. But the client wrote termination of terminated contract and write for the second time a Reaffirmation of the terminated termination.

Project C

The project is B+G+10 (Block no. 23 & 29) and five B+G+8 (Block no. 24, 25, 26,27and 28) in Addis Ababa bole Hayat site and terminated on 29/01/2019 the client wrote a letter. The reason for termination was poor work progress /delay/, there being no qualified capable assigned key personnel, no paid workers due to shortage of financial, poor performance, failure to deliver the necessary material input and meet the schedule /the project being far behind the schedule / as attached in the appendix. The procedure used by AAHDC consultants was a written first warning letter on 01/01/2015, then a second warning on 25/01/2016. After that, the final notice before of advice of termination was written on 02/09/2018 because of no change in the status of the project. Finally, advice for termination letter written on 12/08/2019.but the client written termination of terminated contract but the contractor have on work B+G+10 (Block no. 23 & 29) but for the five B+G+8 (Block no. 24, 25, 26,27and 28) terminated the

Project D

The project is B+G+8 Block no. 09 & 10 in Addis Ababa bole Hayat site and terminated on 25/11/2020 the client wrote the letter. The reason for termination was poor work progress, lack of manpower, poor performance, and advance bond not renewing because of this the client did not pay the payment, failed to deliver the necessary material input, and meet the schedule as attached in the appendix. The procedure used by AAHDC consultants was a written first warning letter on 27/04/18, then a second warning on 23/11/2020. After that, the final notice before of advice of termination was written on 09/04/2021 because of no change in the status of the project. Finally, advice for termination letter written on 18/11/2021.

Project E

The project is 2B+G+13 Block no. 19 & 20 in Addis Ababa bole Hayat site and terminated on 25/11/2020 the client written letter. The reason for termination was poor work progress, material deployed, failure to deliver the necessary material and machinery, failure to take any corrective actions, and the schedule significantly slipped for reasons not justified, not meet the schedule as attached in the appendix. The procedure used by AAHDC consultants was a written first warning letter on 06/02/2015, then a second warning on 07/10/2017. Because of no change in the status of the project. Finally, advice for termination letter written on 13/02/2018.

Project F

The project is 2B+G+13 Block no. 03 & 04 in Addis Ababa bole Hayat site and terminated on 25/11/2020 the client wrote a letter. The reason for termination was poor work progress, material deployed, failure to deliver the necessary material and machinery, failure to take any corrective actions, and the schedule significantly slipped for reasons not justified, not meet the schedule as attached in the appendix. the consultant requested on date 02/08/2017 to the contractor to provide a valid, extended bank guarantee and performance bond but the contractor was not sensitive to this condition, not submitted crashed schedule, promises field so far the site work is not activated in full power The procedure used by AAHDC consultants was written first warning letter then a second warning on 22/08/2017. Because of no change in the status of the project. Finally, advice for termination letter written on 04/05/2018.even if the contract is terminated, the contractor is still

under construction

Table 4-19: - Summary of document review results

Causes	Effects
➤ Poor work progress ➤ Lack of manpower ➤ Poor performance ➤ Failed to deliver the necessary material input ➤ Failed to meet the schedule ➤ No qualified capable assign key personnel including project manager, site engineers and general Forman on the site, ➤ Failed to deliver the necessary material input ➤ Failed to meet the schedule /the project far behind the schedule / ➤ No pay workers due shortage of financial ➤ The schedule has significantly slipped for reasons not justified ➤ Failed to take any correction actions ➤ Not proved valid and extended bank guaranty and performance bond	➤ Total collapse of finishing work activity ➤ Lagging the project completion time ➤ Additional cost to the client ➤ The client demands payment of unpaid bank guaranty and performance bond for the rest of the work ➤ Not payment to the contractor due not renew performance bond.

Source letter written by AAHDC

4.6 Result focus group discussion

Focus group discussion is a qualitative data collection method and is used in this study to support and fill gaps that are otherwise not addressed by the quantitative part.

As part of fulfilling information on the causes and effects of project contract termination, a focus group was organized by the researcher and guided by 8 important questions designed for the discussion. The members of the group invited consist of representatives of different sector groups such as senior client engineers, senior contractor project managers, and senior consultant

engineers. The attendance list for 5 member discussion group and the guiding questions for the discussion chaired by the researcher is also attached at the end of the report. A summary of the discussion is listed below and relevant conclusions were drawn.

The discussion is opened by researcher the question *early project termination occurs in AAHDC construction project site*. The findings from all focus group participants are yes, there early contract termination due to different reasons, but some contractors returned to work after the contract was terminated, due to their letter of apology and complaint. `Some of the contractors, who returned to work where again terminated.

The second question was *who usually terminates the contract?* The findings from focus group discussion all focus group participants agree that the termination done by client

Are the necessary procedures followed when the contract is terminated? Was the third question and the findings from all focus group participants are yes from written first warning latter up to client contract termination latter are implemented step by step.

Who is the responsible for early contract termination from stack holders client, contractor and consultant? The finding from focus group discussion most, not all focus group participants identified that clients are the responsible for early termination then contractors and consultants

Early contractor termination advantages and dis advantages according to client, contractor? For the client advantage time minimize due to the delay of completion time from the old contractor, but the cost will be run because for the new replace contractor the unit rate price will be current price, for the contractor dis advantage due to different reasons termination not recommended for the contractor black list of contractor, the bond for the bank and the insurance guaranty will be confiscated.

The main causes of early contract termination was discussed and it was identified the following significant cause of project contract termination construction material supplied by client not delivery on time, luck of concentration for project work by contractors key personal, not on time response by consultant for design modification and material change which not available in market, failure to do electrical and sanitary works which done by MSE, having multiple stakeholders, lack of communication between stakeholders, lack of supervision, the contact type (fixed rate contract),

late in decision making and lack of contractors' ability to pay workers.

The main effects of contract termination was discussed in the focus group and it was identified the major effects. The findings from focus group discussion all focus group participants agree cost overrun to client, black listing of the contractor, breaking the relationship among the parties, paid performance bond for remaining works, lost profit of contractor and project time overrun.

From the results obtained from the questionnaire, document review, and FGD, the researcher concluded that the major factors that cause and effects contract termination in public building construction project

Causes Price fluctuation, Financial Difficulties Failure to Pay Workers, Delay in progress/failure to meet the project schedule, Poor site management, and supervision, Fail to deliver material on time by contractor and client, Slow to give response ask by contractor, Political unstable, Late in decision making, Improper scheduling and planning of contractor, Site security condition, lack of manpower, no qualified key personnel, advanced and performance bond not renewed on time, failed to delivery necessary material and machinery, fail to take any correction, lack of concentration for project work, late for design modification and material change, fail to do sanitary and electrical work which done by micro small enterprises, lack of communication between stack holders, the contract type (fixed price).

Effects: Delay of project completion, Increase in the final cost of the project/ increased costs to complete the remainder/, Time overrun, Breaking the relationship among parties/creating dispute/, Impact on external parties who expecting service, Variance in the final cost, Loss of future income /lost profit/, Reduce profit, Low productivity, Black listing the contractor, Go to court /Claim between parties/, Quality of the project affected, the value of the property is diminished,

4.7 Summary of the Findings

- The main client-related causes of project contract termination are Failing to deliver material on time with an RII value of 0.80, Slow to give response ask by a contractor with an RII value of 0.790, Late decision making with an RII value of 0.777, Selection of competent contractors and consultants with RII value of 0.761 and Slow to give decision with RII value of 0.757.

- The main contractor-related causes of project contract termination are Financial Difficulties Failure to Pay Workers with a Ran II value of 0.813, delayed progress/failure to meet the project schedule Poor site management and supervision with an equal RII value of 0.807, Fail to deliver material on time by contractor with RII value of 0.797 and Improper scheduling and planning of contractor with RII value of 0.767.
- The main consultant related causes of project contract termination are Slow in decision making & response with RII value of 0.754 , Delay preparation and approval of drawing with RII value of 0.751, Poor site management and supervision with RII value of 0.738, Consultants lack of judgment and experience and Un realistic time duration with Equal RII value of 0.725,
- The main external related causes of project contract termination are Price fluctuation with RII value of 0.872, Political unstable with RII value of 0.78, Site security condition with RII value of 0.764.
- From the document review, the causes are Poor work progress, Lack of manpower, Poor performance, Failed to deliver the necessary material input,Failed to meet the schedule, and No qualified capable assigned key personnel including the project manager, site engineers, and general Forman on the site, Failed to deliver the necessary material input, Failed to meet the schedule /the project far behind the schedule /, No pay workers due shortage of financial, The schedule has significantly slipped for reasons not justified, Failed to take any corrective actions and Not proved valid and extended bank guaranty and performance bond.
- From group discussion construction material supplied by the client not delivery on time, lack of concentration for project work by contractors key personal, not on time response by a consultant for design modification and material change which not available in the market, failure to do electrical and sanitary works which done by MSE (Small and micro enterprises), having multiple stakeholders, lack of communication between stakeholders, lack of supervision, the contact type (fixed rate contract), late in decision making and lack of contractors' ability to pay workers.

- The main effect of project contract termination after contract termination from the Questionnaire are Delay of project completion with an RII value of 0.836, Increase in the final cost of the project/ increased costs to complete the remainder/ with an RII value of 0.823, Time overrun with an RII value 0.816, Breaking the relationship among parties/ create dispute/ with RII value 0.787 Impact on external parties who expecting service with RII value 0.78, Variance in final cost with RII value 0.77, Loss of future income /lost profit/ with RII value 0.761, Reduce profit and Low productivity with equal RII value 0.751, Black listing the contractor with RII value 0.748 , Go to court /Claim between parties/ with RII value 0.738, Quality of the project affected with RII value 0.718, the value of the property is diminished with RII value 0.708
- The effect of project contract termination after contract termination from document review Total collapse of finishing work activity, lagging the project completion time, Additional cost to the client, the client demands payment of unpaid bank guaranty and performance bond for the rest of the work, not a payment to the contractor due not renew performance bond.
- The effect of project contract termination after contract termination from Group discussion cost overrun to the client, the black listing of the contractor, breaking the relationship among the parties, paid performance bond for remaining works, lost profit of contractor, and project time overrun.

From the above finding the researcher developed the following theoretical framework

Table 4-20: - Theoretical frame work

Termination factor		What to do to	How to do it	Result
Client	Fail to delivery material on time	Delivery material on time	Supply the necessary material on time	Reduced early project contract termination
			List all necessary material	
			Identify the most necessary material	
			prepare material schedule when need, when supplied , when delivered	
			Check and balance materials on hand	
	Late or slow in decision making	Give decision on time	Make a quick and sound decision	
	financial problem	Pay payment on time	Pay on time by verifying the executed work	
			prepare cash flow schedule	
			Allocate enough budget	
	Selection of competent contractors and consultants	select competent and Experienced contractor and consultant	Chose and use best procurement system	
			Evaluate contractor, consultants performance periodically and support if needed	
Contractor	Price fluctuation	Delivery material the on time price escalation pay to contractor Finish the project on time	Pre-purchase and store resources that are expected to increase	
			Identify the most necessary material or knowing in advance the resources that are considered unavailable	
			Prepare and pay price escalation payments the client to the contractor on time if must/the project finishing quickly/	
	Financial Difficulties Failure to Pay Workers	pay payments to workers on time	Use the allotted money properly	
			Looking for alternative sources of funding if the client not pay on time	
			Having enough money for the work completion	
	Delay on	Run the project	Set an actionable work plan	

	progress/failure to meet the project schedule	with schedule	Review The schedule Weekly, Monthly and evaluate if the schedule lag so far ,Prepare Crash schedule
	Poor site management and supervision	Properly manage and supervised the site	Adequate attention and monitoring
			Evaluate well –formed Roots
			manage and control the site properly
	Fail to delivery material on time	supply material on time	use material schedule
			Timely access to materials that are not available in the market
	Improper scheduling and planning of contractor	properly schedule and planning prepare	Develop real work schedule
			prepare a good review of the work plan(schedule)
			if there is a gap in the work plan /schedule/ , make timely adjustment
	Slow in decision making & response	Give decision and response requested by contractor	Make a quick and sound decision by carefully considering the recommendations coming from the contractor or client
Consultant	Delay preparation and approval of drawing	Approve drawing and other documents on time	Prepare working drawing on time and approved it
	Poor site management and supervision	follow up the site very well	Prepare periodic schedule plane and reports on time
	Consultants lack of judgment and experience	develop experiences,	Provide continuous training
			Provide continuous a capacity building
	Un realistic time duration	Prepare realistic time duration	Prepare realistic and persuasive schedule prepare the schedule with stockholders contractor and client

CHAPTER FIVE

5 CONCLUSIONS AND RECOMMENDATIONS

5.1 Conclusions

As discussed in chapter one of this research, the main objective of this research is to assess the causes and effects of contract termination on a public construction project, the case of Addis Ababa Housing Corporation. The specific objectives of this study are to assess the practice of project contract termination, to identify the cause of project contract termination, to assess the effect of project contract termination after contract termination, and to develop a conceptual framework to minimize project contract termination. With this in mind, the conclusion specifically presents the major findings obtained based on the data analyzed. Therefore, the researcher concludes; The practice is implemented by AAHDC according to the General and specific conditions contract conditions but after termination, some contractors are back to work, The main causes of early project contract termination are Price fluctuation, Financial Difficulties Failure to Pay Workers Delay in progress/failure to meet the project schedule, It is also observed that contractor-related causes came first of the four causes responsible for contract termination and The main negative effect of early project contract termination are Delay of project completion, Increase in the final cost of the project/ increased costs to complete the remainder/ and Time overrun.

5.2 Recommendations

As a result of the study's findings and conclusions, the following recommendations have been made:

5.3.1 Recommendations for Client

- Most construction contract issues can be resolved and every effort should be made to do so through negotiations and, if necessary, compromise before termination. Finding a resolution can help parties avoid the risks of additional delays and costs in the aftermath of termination,
- Some contractors are back to work after the contract termination but before termination, the client should evaluate the reason or the termination should be preserved.
- When a termination is required, the owner should take some practical steps before issuing

the termination notice.

- ❖ First, if the project is covered by a performance bond, notice should be given to the surety in order to use the surety as another avenue of approach to persuade the contractor to rectify the default. A surety may take over the project, reimburse the owner for any liability, find a substitute contractor, or deny the claim. The owner should thoroughly analyze the performance bond terms to ensure that all conditions previous to claiming performance bond coverage have been met.
- ❖ Second, before issuing a termination notice, the owner should consider hiring a certified construction expert to analyze the project's state and memorialize the project's current condition for litigation purposes. A skilled construction expert can advise the owner on the likely completion cost as well as the chance that the contractor will be able to expedite or otherwise remedy the default. The professional can also provide valuable support in ensuring the project's completion.
- ❖ Third, if and when construction contracts are terminated, it should be quickly re-awarded to ensure that the potential beneficiaries are not denied the benefit to be derived from such projects. This will also reduce the risk of abandoning such projects in the long run and still maintain the quality of the project.

5.3.2 Recommendations For contractor

- To reduce that effect by Price fluctuation Pre-purchase and store resources that are expected to increase, Identify the most necessary material, or know in advance the resources that are considered unavailable, the project finish quickly..
- Delivery the necessary construction material and equipment supplied by contractor on time
- Hire sufficient key personnel such as a Project manager, site engineer, office engineer, general Forman, and need to give enough attention to the project
- For the delay of the project, justification shall be announced or asked to approve the consultant/client/Work schedule submitted on time and Execute /work/ the project as schedule

5.3.3 Recommendations For consultant

- The consultants shall supervise the projects Continuously and uniformly and take remedial measurements immediately
- All necessary documents like drawings, and material specification, give to the contractor on time
- The Payments requested by the contractors shall be approved on time
- Give response ask by contractors
- Full fill design and contract modification
- The Consulting staff should have the skill and experience

5.3.4 Recommendations For other researchers

- The research focuses only on Addis Ababa housing corporation building construction projects, I recommend for next researchers to asses all public works like: roads, Infrastructures, schools.

REFERENCES

- Abdul-rahman, H., & Wang, C. (2017). Impacts of Design Changes on Construction Project Performance : Journal of Quantity Surveying & Construction Business, Volume 7 I(March), 31–54.
- Abeynayake, D. N., & Kumara, R. N. M. U. (2013). Effects of Premature Termination: Case Study of Sri Lankan Construction Projects. The Second World Construction Symposium 2013: Socio-Economic Sustainability in Construction, 5(6 2), 199–207.
- Addis Mesfin, 2014. (2014). (Construction Technology and Management Stream) A Study on Construction Contract Risk Management Practices in Ethiopian Building Construction Projects.
- Ade-ojo. (2017). Implication of construction contract termination for infrastructural development in Ekiti State Local Government Areas, Nigeria. FUTY Journal of the Environment, 11(1), 32–40.
- Admassu, A. N. (2019). Critical Success Factors for Addis Ababa City Government Housing Construction Projects.
- Balaw Mersha, K. D. (2009). Law of contract. Safety at Work.
<https://doi.org/10.4324/9780203796320-14>
- Bank, W. (2018). Procurement & Contract Management. In Management (Issue April).
<http://usir.salford.ac.uk/8019/>
- Brumback, M. D. (2006). Handling Threats of Contract Termination.
- Calderón, D. S. (2017). Selection of contract type in construction contracts: Lump-Sum, Target-cost and Cost-plus contracts. 59.
- Cases, G. L., Buso, M., & Dosi, C. (2018). Marco Buso , Interuniversity Centre for Public Economics (CRIEP), Interdepartmental Centre Termination Fees and Contract Design in Public-Private Partnerships Marco Fanno Working Papers - 227.
- Chappell, D. (2009). Building Contract Claims. In Building Contract Claims.
<https://doi.org/10.1002/9781119951971>
- Code, C. (1960). Gazeta Negarit. Berhanenna Selam Printing Press of Hl.M. Haile Selassie I, 2.
<https://eur-lex.europa.eu/legal-content/PT/TXT/PDF/?uri=CELEX:32016R0679&from=PT%0Ahttp://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=CELEX:52012PC0011:pt:NOT>

ContractLife Cycle Management on The Sell-Side ,. (2013).

Dandane Hirpassa. (2018). College of Business and Economics School of Commerce
Department of Project Management The Role of Contract Administration on Project
Performance : The Case of Oromia Water , Mineral and Energy Bureau . By : Dandane
Hirpassa 2018 G . C.

FIDIC MDB. (2010). FIDIC MDB.

Gary Michael Smith. (2020). TYPES OF CONSTRUCTION CONTRACTS. Suparyanto Dan
Rosad (2015, 5(3), 248–253.

GCC. (2011). Part 3 Contract. General Condition of Contract, August, 3.

George, C. (2018). Understanding the Concept of Project Termination in the Management of
Projects. International Journal of Science and Research (IJSR), 9(9), 107–111.
<https://doi.org/10.21275/SR20302094445>

Govern-, T. (2010). Subpart 49.4—Termination for Default 49.401. 971–976.

Ivanoff, P., & McCarthy, E. (2021). Contract Termination: Considerations in Terminating for...,
2021 J. Can. C.... 2021. 1–27.

Khalil Hamdan Abu Eed Supervisor, E., & El Sawalhi, N. I. (2012). Investigation of Factors
Affecting Termination of Construction Contracts in Gaza Strip.
<https://iugspace.iugaza.edu.ps/handle/20.500.12358/19642>

Lincoln, B., & Aistrope, K. (2002). Current Issues in the Termination of Construction Contracts.

Majeure, F. (2013). Termination and Force Majeure Provisions in PPP Contracts.
www.eib.org/epc.

Martha, T. (2019). an Assessment of Construction Contract Administration Practices in Concrete
Pole Factory Expansion Projects of Kabew Construction Private Limited Company.

Mason, J. (2018). Construction contract law. In Construction Law.
<https://doi.org/10.4324/9781315678634-10>

McKendrick, E. (2016). Palgrave Law Masters: Contract Law (Twelfth ed).

Mesgnaw kifele, demelash shiferaw. (2009). Law of Contract I.

Moustafa IAbu Dief, by, YAlmedalah, K., Abu Dief, M. I., Almedalah, K. Y., & Elwan, A. S.
(2016). Practical Guide for termination of construction projects: Hands on application in
FIDIC and NEC3 Contracts. PM World Journal Practical Guide for Termination of
Construction Projects, V(Xii). www.pmworldlibrary.net

- MoWUD. (1994). Ministry of Works and Urban Development Standard Conditions of Contract for Construction of Civil Work Projects. 1–64.
- Murdoch, J. R., & Hughes, W. (2000). Construction contracts: law and management (3rd edition). In Construction. <http://centaur.reading.ac.uk/4301/>
- PPA. (2006). Section 7 : General Conditions of Contract Table of Clauses. January, 1–11.
- PPA. (2011). June, 1–8.
- Riveros, C., Ruiz, A. L., Mesa, H. A., & Guevara, J. A. (2022). Critical Factors Influencing Early Contract Termination in Public Design–Build Projects in Developing and Emerging Economies. *Buildings*, 12(5). <https://doi.org/10.3390/buildings12050614>
- Roberts, P. (2007). Guide to Project Management. February, 311. <http://books.google.com/books?id=AhcbIBbBSUYC&pgis=1%0Ahttp://doi.wiley.com/10.1002/9780470172346>
- Roundtable, N. (2021). Assessing Project Costs & Schedule Issues When Considering Terminations.
- Salih, R. S. (2020). The Concept of Offer in Different Legal Systems. *Journal of Law, Policy and Globalization*, April. <https://doi.org/10.7176/jlpg/101-16>
- Sanusi, I. S. B. (2015). Termination Procedures of Projects By the Public Works Department (PwD) Intan Safina Binti Sanusi Universiti Teknologi Malaysia. 37.
- Serani, N., Tadele, D., & Bayeh, W. (2020). The Causes and Effects of Delay of Building Construction in Ethiopia, Southern Nation Nationalities of People Region in Gurage Zone (Case of Wolkite Town). *Civil and Environmental Research*, 5790(2016), 12–21. <https://doi.org/10.7176/cer/12-1-02>
- Siang, C. O. (2011). Wrongful Termination of Contract in Construction Industry.
- Tecle Hagos, M. S. (2009). Construction Law Handbook 2009. *Construction Law Handbook 2009*. <https://doi.org/10.1680/clh2009.36017>
- Will, H., Champion, R., & Murdoch, J. (2021). Financial remedies for breach of contract. In *Construction Contracts*. <https://doi.org/10.4324/9781315695211-30>

Appendix A - Questionnaire

Adama Science and Technology University

School of Civil Engineering and Architecture

Department of Civil Engineering (Specialized in Construction Engineering and Management)

Questionnaire Survey for Causes and Effects of Contract Termination in Public Building Construction Projects: A Case of Addis Ababa Housing Development Corporation, In Ethiopia

Dear/Sir;

The purpose of this questionnaire is to collect data for the research study entitled “**Causes and Effects of Contract Termination in Public Building Construction Projects: A Case of Addis Ababa Housing Development Corporation, Ethiopia**” as a fulfillment of the requirement for the Degree of Master of Science in department of Civil Engineering Specialized by Construction Engineering and Management. Thus, your genuine, professional opinion and timely responses are vital to determine the success of this study. Please note that the information you provide will only be used for academic purpose and all the information relieved will be kept confidential. To this end, you are kindly requested to contribute your own share by filling in the questionnaires honestly and responsibly for further recommendations to improve similar works in the future. Thank you in advance for your cooperation!

If you need further explanation, you can contact me through the address indicated below:

Brhane BeriHu Kidanu,

Mobile Number: +2519-30-013442 or +2519-14-027191

Email: Brhane.berihu45@gmail.com

General Instruction:

- No need of writing your name/address.
- To those questions with alternatives mark your response on the space provided by putting “
✓ ”
- For any additional option or explanation you are kindly requested to write briefly on the space provided.

Part one: General Information of respondents

1) Classification of your organization ☐ Client ☐ Contractor ☐ Consultant if other_____

2) Educational Back Ground ☐ Diploma ☐ Degree/BSc ☐ MA/MSc ☐ PhD ☐ other

3) Current position/responsibility in your institution ☐ General manager ☐ project Manager
☐ Office Engineer ☐ Site Engineer ☐ Supervisor ☐ Contract administration

Other _____

5) Years of experience in the construction industry

☐ < 1 year ☐ 1 - 2 years ☐ 3 -5 years ☐ 6 - 8 years ☐ 9 – 10 years ☐ 12 – 15 Years

☐ > 16 years

6) Years of experience in the construction in site

☐ < 1 year ☐ 1 - 2 years ☐ 3 -5 years ☐ 6 - 8

Part Two

What your opinion about main causes of early termination of construction project in Addis Ababa housing development Corporation listed below? (Only one tick is allowed for each row)

Strongly agree = 5 Agree = 4 Undecided =3 Disagree =2 strongly disagree =1

Factors causing early /un timely/ termination in construction projects **owner** (Client) related

No.	Cause of termination in projects	Strongly agree	Agree	Undecided	Disagree	Strongly disagree
1	Failure to pay approved payment					
2	Employer bankrupt or insolvent					
3	Employer obligation					
4	Selection of competent contractors and consultants					
5	Failure in delivering the site to the contractor					
6	Fail to delivery material on time					
7	Failure to delivering site to the contractor					
8	Late in decision making					
9	Slow to give response ask by contractor					
10	Owners financial problem					

If any others

Part Three

Factors causing early /Un timely/ termination in construction projects **contractor** related

Strongly agree = 5 Agree = 4 Undecided =3 Disagree =2 strongly disagree =1

No.	Cause of termination in projects	Strongly agree	Agree	Undecided	Disagree	Strongly disagree
1	Failure to comply his obligation /delivery/ performance security to client					
2	Becomes bankrupt or insolvent					
3	Delay on progress/failure to meet the project schedule					
4	Failing to use material /standard of work man ship required by contractor					
5	Fail to correct their failure after giving notice to correct by engineer					
6	Fail to delivery material on time by contractor					
7	Financial Difficulties Failure to Pay Workers					
8	Improper scheduling and planning of contractor					
9	Poor site management and supervision					
10	Poor sub-contractor performance					

If any others

Part Four

Factors causing early /Un timely/ termination in construction projects **consultant** related

Strongly agree = 5 Agree = 4 Undecided =3 Disagree =2 strongly disagree =1

No.	Cause of termination in projects	Strongly agree	Agree	Undecided	Disagree	Strongly disagree
1	Consultants lack of judgment and experience					
2	Poor site supervision and contract management					
3	Delay preparation and approval of drawing					
4	Late on contract modification					
5	Un realistic time duration					
6	Slow in decision making & response					
7	Delay approval of material					
8	Errors in design					
9	Inadequate working drawing detail					
10	Engaged in corrupt, fraudulent					

If any others

Part Five

Factors causing early /Un timely/ termination in construction projects **External factor** related

Strongly agree = 5 Agree = 4 Undecided =3 Disagree =2 strongly disagree =1

No.	Cause of termination in projects	Strongly agree	Agree	Undecided	Disagree	Strongly disagree
1	Weather condition					
2	Price fluctuation					
3	Unforeseen site condition					
4	Site security condition					
5	Change in government regulation					
6	Political unstable					

If any others

Part Six

Effect of early /Un timely/ termination in construction projects

Strongly agree = 5 Agree = 4 Undecided =3 Disagree =2 strongly disagree =1

No.	Effect of termination in projects	Strongly agree	Agree	Undecided	Disagree	Strongly disagree
1	Increase in final cost of the project/ increased costs to complete the remainder/					
2	Reduce profit					
3	Time overrun					
4	Low productivity					
5	Variance in final cost					
6	Quality of the project affected					
7	Delay of project completion					
8	the value of the property is diminished					
9	breaking the relationship among parties/ create dispute/					
10	Black listing the contractor					
11	Loss of future income /lost profit/					
12	Go to court / Claim between parties/					
13	Impact on external parties who expecting service					

If any others

Thanks You for Your Participation

Appendix B –Focus group discussion



Adama Science and Technology University

School of Civil Engineering and Architecture

Department of Civil Engineering (Specialized in Construction Engineering and Management)

Questionnaire Survey for Causes and Effects Contract Termination in Public Building Construction Projects: A Case of Addis Ababa Housing Development Corporation, Ethiopia

Group discussion

Group discussion date: _____

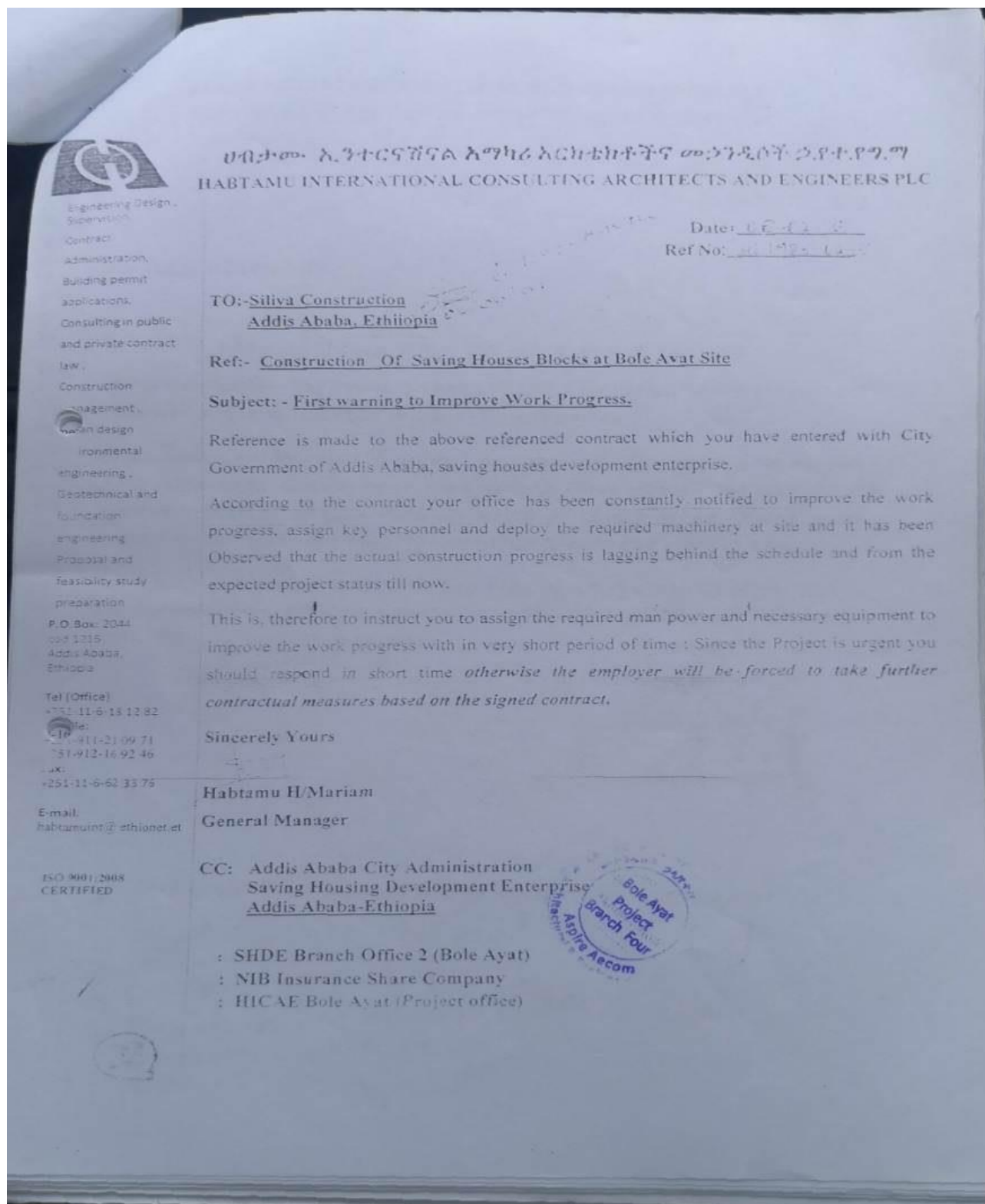
Introduction: Good morning / good after noon my name is Brhane Beriheru,

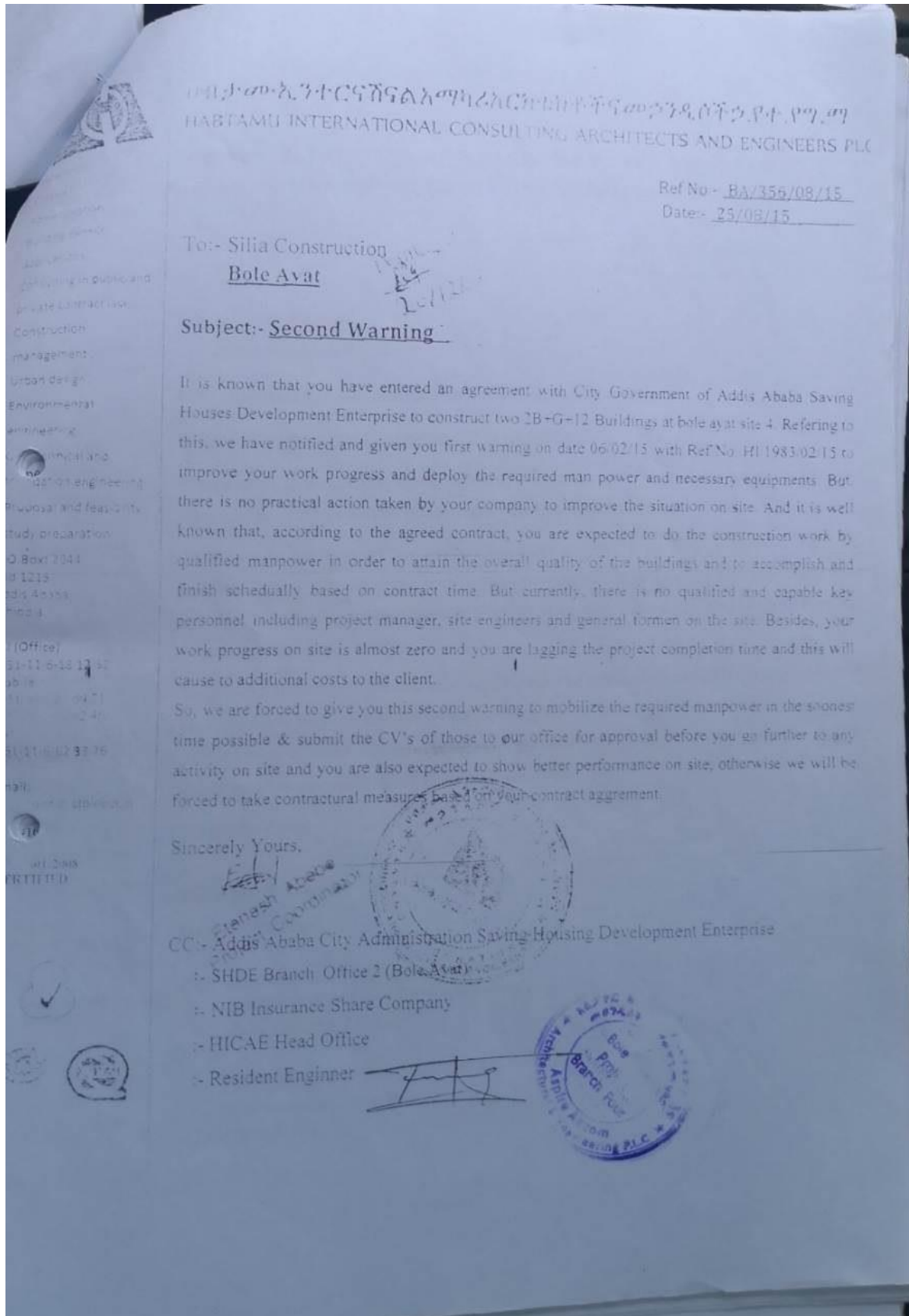
The purpose of this group discussion for the research study entitled “**Causes and Effects of Contract Termination in Public Building Construction Projects: A Case of Addis Ababa Housing Development Corporation, Ethiopia**” as a fulfillment of the requirement for the Degree of Master of Science in department of Civil Engineering Specialized by Construction Engineering and Management.

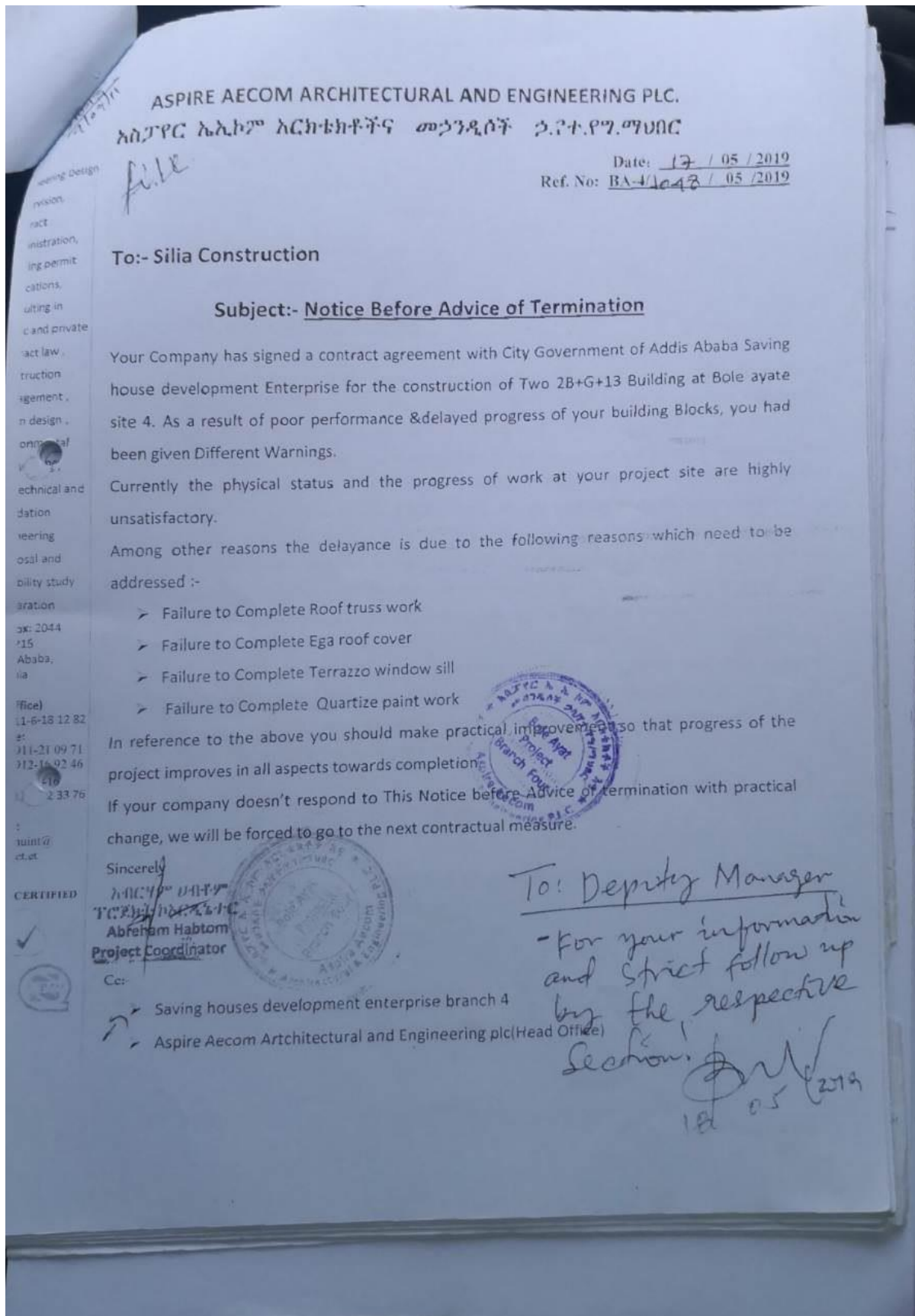
1. Early project termination occurs in AAHDC construction project site?
2. Who usually terminates the contract?
3. Are the necessary procedures followed when the contract is terminated?
4. Who is the responsible for early contract termination from stakeholders client, contractor and consultant?
5. Early contractor termination advantages and disadvantages according to client, contractor?
6. What are the main causes of early contract termination
7. What are the main effects of contract termination
8. What /which mechanism /way use to minimize early contract project termination?

Thanks You for Your Participation and your time

Appendix C – Letters







SIGNATURE CONSULTING
ARCHITECTS AND ENGINEERS
P.L.C

SIGNATURE
Consulting

አርክቴክቶች
መኃንዲሶች

ቁጥር:- SC/BAP/165-5571/21
ቀን:- 14/03/2014 ዓ.ም

382
15/03/14

ለአ/አ ከተማ አስተዳደር ቤቶች ልማት ኮርፕራሽን
ቅርንጫፍ 04
አዲስ አበባ

ጉዳዩ:- የውለታ ማቋረጥ ምክረ ሃሳብ ይመለከታል (Advice of Contract Termination)

ድርጅታችን ሲግኔቸር አማካሪ መኃንዲሶችና አርክቴክቶች ኃላፊ/የግ/ማህበር ከኮርፕራሽን ጋር በገባው የማማከርና የመቆጣጠር ስምምነት መሰረት በቦሌ አያት ሳይት-02 ከሚገኙ ስራ ተቋራጮች በጋራ በመስራት ላይ ይገኛል።

ፈለግ ኮንስትራክሽን (ፌዝ ሁለት) የተባለ ድርጅት የጋራ መኖሪያ ቤቶችን ለመገንባት ከቤቶች ልማት ኮርፕራሽን ጋር ውለታ በመግባት በፌዝ ሁለት ብሎክ 28 እና 36 ሁለት 2B+G+13 ግንባታ እያከናወነ እንደሚገኝ ይታወቃል። ሆኖም ግን በግንባታ ውለታ መሰረት የጋራ መኖሪያ ቤቶችን የግንባታ ስራ በተቀመጠው መርሃ ግብር መሰረት ማከናወን ሲገባው ያለበቱ ምክንያት የግንባታ ስራው እንዲዘገይ በማድረግ ከቤቶች ልማት ኮርፕራሽን ፕሮጀክት 04 ጋር በተፈራረመው የውለታ መስማማቻ ዶክመንት መሰረት (Special conditions of contract, Section-3 clause reference GCC 19 sub clause 19.5) የመጀመሪያ የጽሁፍ ማስጠንቀቂያ በቀን 24/06/2012 ዓ.ም በቁጥር SC/BAP/165-3486/20 እና የሁለተኛ የጽሁፍ ማስጠንቀቂያ በቀን November 25, 2020 በቁጥር SC/BAP/165-3980/20 መስጠታችን ይታወቃል። ሆኖም ግን ለተከታታይ ወራት ደካማ የስራ አፈጻጸም በማሳየቱ ምክንያት እንዲሁም አጠቃላይ የስራ አፈጻጸም (Physical Progress) መድረስ ከነበረበት 100% ድርጅቱ መፈጸም የቻለው 59.59% ብቻ መሆኑ እየገለጸን ከፕሮጀክት ጽ/ቤቱ ጋር በተፈራረመው ውለታ መሰረት ውለታው እንዲቋረጥ (Advice for contract termination) ስንል ምክረ ሃሳባችንን እያቀረብን ለውሳኔ እንዲረዳ ከዚህ በፊት የተጻፉ ደብዳቤዎች ከዚህ ሽጊ ደብዳቤ ጋር 7 ገጽ አባሪ አያይዘን ልክናል።

ግልባጭ:-
- ሲግኔቸር አማካሪ ዋና ቢሮ

40880
Condominium
Project
Signature Consulting
Architects And Engineering

አሰላምታ ጋር
T. Tamirat
Project Coordinator

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TEL +251 011 868 52 00
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በአዲስ አበባ ከተማ አስተዳደር ቤቶች ልማትና አስተዳደር ቢሮ
 የቤቶች ልማት ኮርፖሬሽን ፕሮጀክት 4 ቅ/አ/ቤት

City Government of Addis Ababa Housing Development & Administration
Housing Development Corporation Project 4 Branch Office



ቁጥር/4/ቤ/ል/ኮ/አ/ቤት 982/14
 ቀን 24 ሐምሌ 2014

ለ አዲስ አበባ ከተማ አስተዳደር ኃ.የተ.የግ.ማ
አዲስ አበባ

ጉዳዩ: የግንባታ ሥራ ውል ማቋረጥን ይመለከታል

የአዲስ አበባ ከተማ አስተዳደር በቤቶች ልማት እና አስተዳደር ቢሮ ቤቶች ልማት ኮርፖሬሽን ፕሮጀክት 04 በቅርንጫፍ ጽ/ቤት በቦሌ አያት ሳይት ሁለት እያስገነባቸው ከሚገኙት የጋራ መኖሪያ ቤቶች ከድርጅታችሁ ጋር የሰሰት 2B+G+15 ብሎክ ቁጥር (13:14 እና 23) እና የሁለት 2B+G+13 ብሎክ ቁጥር (28 እና 36) የህንፃ ግንባታ ውለታ ወስዳችሁ እየገነባችሁ መሆኑ ይታወቃል፡፡

ነገር ግን ድርጅታችሁ በውሉ መሰረት እየፈፀመ ባለመሆኑ የሲግኒፊከንት አማካሪ አርክቴክቶችና መሃንዲሶች ኃ.የተ.የግ.ማ ግንባታው በተያዘለት የጊዜ ሰሌዳ መሰረት እንዲጠናቀቅ የመጀመሪያ ደረጃ ማስጠንቀቂያ በቀን 24/06/2012 በቁጥር SC/BAP/165-3485/20 ለphase 1፣ በቀን 24/06/2012 በቁጥር SC/BAP/165-3486/20 ለphase 2 ፣ የሁለተኛ ደረጃ ማስጠንቀቂያ በቀን July 07/2021 እ.አ.አ በቁጥር SC/BAP/165-5340/21 ለphase 1፣ በቀን November 25/2020 እ.አ.አ በቁጥር SC/BAP/165-3980/20 ለphase 2 በተፃፈ ደብዳቤ አፈፃፀማችሁን እንድታሻሽሉ የተገለፀላችሁ ቢሆንም የተፈለገውን ያህል ለውጥ ባለማምጣቱ የመጨረሻ ደረጃ ማስጠንቀቂያ በቀን:- August 09/2021 በቁጥር SC/BAP/165-5403/21 ለphase 1 ፣ ተሰጥቷችዋል፡፡ ይህንንም መነሻ በማድረግ ድርጅታችሁ August 17/2021 በቁጥር SC/0096/21 በጻፈው የቃል መግቢያ ደብዳቤ 4 ገጽ የ 20 ቀናት የስራ መርሃ-ግብር ለ 5ቱም ብሎኮች አቅርባችኋል፡፡ በገባችሁት ቃል መሰረት ስራ አፈፃፀማችሁን እንድታሻሽሉ እድል የተሰጣችሁ ቢሆንም አማካሪ ድርጅቱ በቀን september 16/2021 በቁጥር SC/BAP/165-5472/21 ባቀረበልን የአፈፃፀም ግምገማ ሪፖርት መሰረት የግንባታ አፈፃፀማችሁ ቃል ከገባችሁት ስራ ውስጥ 0% መሆኑን ማየት ችለናል፡፡

ያም ሆኖ ድርጅታችሁ ሳይት በመዝጋቱ እና ምንም የስራ እንቅስቃሴ ባለመኖሩ ምክንያት የሲግኒፊከንት አማካሪ አርክቴክቶችና መሃንዲሶች ኃ.የተ.የግ.ማ በቀን:- 06/01/2014 በደብዳቤ ቁጥር SC/BAP/165-5473/21 ለ phase 1፣ በቀን:- 14/03/2014 በደብዳቤ ቁጥር SC/BAP/165-5571/21 ለ phase 2

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City Government of Addis Ababa Housing Development & Administration
Housing Development Corporation Project 4 Branch Office

በፃፈው ደብዳቤ የውል ማቋረጥ ምክረ ሀሳብ አቅርቦልናል፡፡ በመሆኑም በአማካሪ ድርጅቱ የተረበው የውል ማቋረጥ ምክረ ሀሳብ በኮርፖሬሽኑ የመጨረሻ ውሳኔ እንዲሰጥበት በቀን ህዳር 03/2014 ዓ.ም በቁጥር ቤ/ል/ኮ/ፕ/04/846/14 በፃፍነው ደብዳቤ አሳውቀናል ፡፡

ስለሆነም በፕሮጀክት ቅርንጫፍ ዕ/ቤታችን በኩል ድርጅታችሁን ከዚህ በላይ መጠበቅ የህዝብን እና የመንግስትን ጊዜ ማባከን መሆኑን ስለተረዳን እና ድርጅታችሁ በውሉ መሰረት አስፈላጊውን የሰው ሀይል ፣ ማቴሪያል እና ማሽንሪ በማሟላት በእትዱ መሰረት እየፈፀመ ባለመሆኑ እንዲሁም የውል ማቋረጥ ምክረሀሳቡ በኮርፖሬሽኑ በኩል በቀን ህዳር 23/2014 በቁጥር ቤ/ል/ኮ/11/46/7516 በተፃፈ ደብዳቤ የውል ማቋረጥ ሂደቱ ይሁንታ ስላገኘ ከድርጅታችሁ ጋር የገባናቸው ውለታዎች (phase 1 እና phase 2) የተቋረጡ መሆኑን እየገለፅን የአዲስ አበባ ቤቶች ልማት ኮርፖሬሽን የህግ አገልግሎት ዳይሬክቶሬት ጉዳዩን እንዲከታተል እና ለድርጅቱ ዋስትና የሰጣችሁ ባንክ እና ኢንሹራንስ ድርጅቶች ግልባጭ በተደረገላችሁ መሰረት ዋስትና የሰጣችሁትን የብር መጠን ገቢ እንድታደርጉ እናሳስባለን፡፡

አባሪ//

- > 14 ገፅ የአማካሪ ድርጅቱ የፃፋቸው ማስጠንቀቂያ ደብዳቤዎች
- > 4 ገፅ ዕቅድ እና አፈፃፀም የሚያሳይ ግምገማ ሪፖርት
- > 4 ገፅ በፕሮጀክት ጽ/ቤታችን ለባንኮች እና ኢንሹራንሶች የተፃፉ ደብዳቤዎች

ግልባጭ//

- > ለዋና ዳይሬክተር /ያለ አባሪ/
- > ለ ም/ዋና ዳይሬክተር(ለግንባታ ዘርፍ)/ያለ አባሪ/
- > ለኮንትራት አስተዳደር ዳይሬክቶሬት
- > ለህግ አገልግሎት ዳይሬክቶሬት

ቤ.ል.ኮ

- > ለዋና ስራ አስኪያጅ
- > ለም/ስራ አስኪያጅ/ያለ አባሪ/
- > ለፋይናንስ እና አስተዳደር ዳይሬክቶሬት /ያለ አባሪ/
- > ለኮ/አስ/ግን/ክት/ ቁጥጥር ዳይሬክቶሬት/ያለ አባሪ/
- > ለግዢ ንብረት አስተዳደር ቡድን/ያለ አባሪ/

T-04 ጽ/ቤት

- > ለሲግኔቸር አማካሪ እርክቱክቶችና መሃንዲሶች ኃ.የተ.የግ.ማ /ያለ አባሪ/
- > ለኢትዮ ናይል ኢንሹራንስ ኩባንያ አ.ማ. / ዋናው መ/ቤት /ያለ አባሪ/
- > ለብርሃን ኢንተርናሽናል ባንክ አ.ማ. / መገናኛ ቅርንጫፍ /ያለ አባሪ/

አዲስ አበባ

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በአዲስ አበባ ከተማ አስተዳደር
የቁጠባ ቤቶች ልማት ኢንተርፕራይዝ የቅርንጫፍ አራት ፐ/ዕ/ቤት
City Government of Addis Ababa
Saving Houses Development Enterprise Branch four project office SHDE

ቁጥር:- ቁጠላ/ቅ-4/ጠ-08/ 7347/11
Ref no.
ቀን:- 19 /09/2011 ዓ.ም
Date

ለሲ.ሲ.ዩ ኮንስትራክሽን
አዲስ አበባ

ጉዳይ:- የግንባታ አፈፃፀም መጓተትን በተመለከተ፤

የአዲስ አበባ ከተማ አስተዳደር ቁጠባ ቤቶች ልማት ኢንተርፕራይዝ በቅርንጫፍ አራት ፐ/ዕ/ቤት አንድ ሳይት አራት ለሚያስገነባው የቁጠባ ቤቶች ግንባታ የሁለት 2B+G+13 ህንፃ (ብሎክ ቁጥር 21 እና 22) የግንባታ ሥራ ውለታ ወስዳችሁ ይህንን እያከናወናችሁ መሆኑ ይታወቃል፡፡

በዚህም መሰረት ከኢንተርፕራይዛችን የግንባታ ውለታ ወስደው ወደ ግንባታ የተሰማሩ ሥራ ተቋራጮች፣ አማካሪ ድርጅቶች፣ ማህበራት እንዲሁም የተለያዩ ባለድርሻ አካላት ግንባታውን ለማፋጠን የበኩላቸውን ኃላፊነት እንደዜጋ ለመወጣት ከፍተኛ ርብርብ እየተደረገ ቢሆንም በእናንተ በኩል ግንባታው በተያዘለት የጊዜ ሰሌዳ እንዲጠናቀቅ የበኩላችሁን ጥረት እያደረጋችሁ ባለመሆኑ ምክንያት የአስፓየር ኤ.ኤ. ኮም አርክቴክቶች እና አማካሪ መኃንዲሶች ኃ/የተ/የግ/ማ በቁጥር BA-04/1048/05/2019 በቀን 17/05/2019 የመጨረሻ ማስጠንቀቂያ ደብዳቤ ፅፎባችኋል፡፡ በዚህም የግንባታው አፈፃፀም ዝቅተኛ መሆኑን እና ለግንባታው በቂ ትኩረት እንዳልሰጣችሁ በጋራ መተማመን ደረጃ ላይ ደርሰናል፡፡

ስለሆነም ቀደም ሲል ለባከኩት የግንባታ ጊዜያት ኃላፊነት የምትወስዱ መሆኑን እየገለፅን ተገቢውን የሰው ሃይል፣ የግንባታ መርጃ መሳሪያዎች (Machines) እንዲሁም ለግንባታው መፋጠን አስፈላጊ የሆኑትን የግንባታ ግብዓት አቅርቦት በማሟላት የውለታ ግዴታችሁን በሚገባ እንድትወጡ እያሳሰብን ይህ የማይሆን ከሆነ ውለታው በሚፈቅደው መሰረት የመጨረሻ እርምጃ ለመውሰድ የምንገደድ መሆኑን እናሳውቃለን፡፡

ግልባጭ//

- ለዋና ዳይሬክተር
- ለግንባታ ዘርፍ ም/ዋና ዳይሬክተር
- ለው/ሰ/አስ/ግንባታ/ዳይሬክቶሬት
- ለቅርንጫፍ 04 ፕ/ጽ/ቤት ስራ አስኪያጅ
- ለቅርንጫፍ 04 ፕ/ጽ/ቤት ም/ስራ አስኪያጅ
- ለቅርንጫፍ 04 ግ/ክ/ው/አስ እና ቁጥጥር ክፍል

ቁ/ቢ/ሊ/አ

- ለአስፓየር ኤ.ኤ. ኮም አርክቴክቶች እና መኃንዲሶች ኃ/የተ/የግ/ማ

አዲስ አበባ

አሰላምታ.ጋር

“ዜጎችን የቤት ባለቤት በማድረግ ፍትሃዊ የህብት ክፍያል እናደርጋለን”

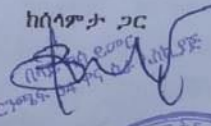
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መኃንዲሶች ኃ/የተ/የግ/ማ በቁጥር AA-4/3079/08/19 በቀን 12/08/19 በፃፈው ደብዳቤ የውል ማቋረጥ ምክረ ሀሳብ አቅርቦልናል፡፡

ስለሆነም በእኛ በኩል ድርጅታችሁን ከዚህ በላይ መጠበቅ የህዝብን እና የመንግሥትን ጊዜ ማባከን መሆኑን ስለተረዳን ድርጅታችሁ በውሉ መሰረት አስፈላጊውን የሰው ሀይል (Key personnels)፣ ማቴሪያል (Materials) እና ማሽነሪ (Machineries) በማሟላት በእቅዱ መሰረት እየፈፀመ ባለመሆኑ፣ የተሰጡትን እድሎች ባለመጠቀሙ፣ ከህዝብና ከመንግሥት የተሰጠውን አደራ ባለመወጣቱ በአጠቃላይ የውል ግዴታውን ባለመወጣቱ ምክንያት የተገባውን የግንባታ ውል ያቋረጥን መሆኑን እየገለፅን የኢንተርፕራይዙ የህግ አገልግሎት ዳይሬክቶሬት ጉዳዩን እንዲከታተል እና ለድርጅቱ ዋስትና የሰጣችሁ ባንክ እና ኢንሹራንስ ድርጅቶች ግልባጭ በተደረገላችሁ መሰረት ዋስትና የሰጣችሁትን የብር መጠን ገቢ እንድታደርጉ እናሳስባለን፡፡

ከሰላምታ ጋር

 የቅርንጫፍ ሰነድ

አባሪ

- 09ገፅ የአማካሪ ድርጅቱ የሰጣቸው ማስጠንቀቂያዎች
- 01ገፅ ቅ/ዕቤቱ የፃፈውን ደብዳቤ
- 02ገፅ የቅድመ ክፍያ እና የመልካም ስራ አፈፃፀም ዋስትና እና ማረጋገጫ



ግልባጭ

- ለዋና ዳይሬክተር /ያለ አባሪ/
- ለግንባታ ዘርፍ ም/ዋና ዳይሬክተር/ያለ አባሪ/
- ለግ/ክ/ው/አስተዳደር ዳይሬክቶሬት
- ለግ/ግ/ቁ/ሰርዊት ዳይሬክቶሬት/ያለ አባሪ/
- ለህግ አገልግሎት ዳይሬክቶሬት
- ለፋይናንስ አስተዳደር እና በጀት ዳይሬክቶሬት/ያለ አባሪ/
- ለፕ-04 በ/ፍ/ቅ/ዕ/ቤት ስራ አስኪያጅ/ያለ አባሪ/
- ለፕ-04 በ/ፍ/ቅ/ዕ/ቤት ም/ስራ አስኪያጅ/ያለ አባሪ/
- ለፕ-04 በ/ፍ/ቅ/ዕ/ቤት ግ/ክ/ው/አስ እና ቁጥጥር ክፍል
- ለፕ-04 በ/ፍ/ቅ/ዕ/ቤት ግ/ግ/ቁ/ሰርዊት እና መረጃ አያያዝ ክፍል /ያለ አባሪ/
- ለፕ-04 በ/ፍ/ቅ/ዕ/ቤት ፋይናንስ አስተዳደር እና በጀት ክፍል /ያለ አባሪ/
- ፌ.ወ.ዲ.
- ለአስፖሮት ኤ.ኢ. ኮም አርክቴክቶች እና መኃንዲሶች ኃ/የተ/የግ/ማ
- ለገብ ኢንሹራንስ ኩባንያ አ.ማ. (ቁራ ቅርንጫፍ) /ያለ አባሪ/
- ለገብ ኢንሹራንስ ኩባንያ አ.ማ. (ልደታ ቅርንጫፍ) /ያለ አባሪ/
- ለአባይ ባንክ አ.ማ. (አብይ ቅርንጫፍ) /ያለ አባሪ/

አዲስ አበባ


አዲስ አበባ ከተማ አስተዳደር በቤተሰብ አስተዳደር ቢሮ የቤተሰብ አስተዳደር ኮርፖሬሽን የፕሮጀክት 04 ቅ/ዕ/ቤት
City Government of Addis Ababa
Housing Development and Administration Bureau Housing Development Corporation Project 04 Branch office


ቁጥር:-ቤ/ሠ/ኮ/ፕ-04/ቅ/ዕ/ቤት/ 749/14
 Ref no **17** ጥቅምት 2014
 ቀን:-
 Date

ለሲ.ሊ.ያ ኮንስትራክሽን
አዲስ አበባ.

ጉዳዩ:- የተቋረጠ ውል ለሁለተኛ ጊዜ ማፅናትን ይመለከታል፤

በአዲስ አበባ ከተማ አስተዳደር ቤቶች ልማትና አስተዳደር ቢሮ የቤቶች ልማት ኮርፖሬሽን የፕሮጀክት 04 ቅ/ዕ/ቤት ስር በቦሌ ኢያት አንድ ሳይት አራት እያስገነባቸው ከሚገኙት 40 ብለኮች ውስጥ ድርጅታችሁ የሁለት 2B+G+13 ህንፃ (ብሎክ ቁጥር 21 እና 22) የግንባታ ውለታ ወስዳችሁ ይህንን እያከናወናችሁ መሆኑ ይታወቃል፡፡

በዚህም መሰረት በቁጥር ቤልኮ/ፕ-04/ጠ-09/1811/13 በቀን 16 ህዳር 2013 በተፃፈ ደብዳቤ ከዚህ በፊት በቁጥር ቤልኮ/ፕ-04/ጠ-08/186/11 በቀን 17/12/2011 ዓ.ም ከድርጅታችሁ ጋር የነበረንን የግንባታ ውለታ የተቋረጠውን ያፀናን መሆኑ ይታወቃል፡፡

ሆኖም ለኮርፖሬሽኑ ባቀረባችሁት ቅሬታ መሰረት የኮርፖሬሽኑ የበላይ አመራሮች በተገኙበት በጋራ ባደረግነው ውይይት መነሻ በቀን 11/06/2013 ግንባታውን በሁለት ወራት ውስጥ ለማጠናቀቅ ባስገባችሁ የግንባታ ዕቅድ እና ቃል መሰረት ከቀኝ 04/07/2013 ዓ.ም ጀምሮ ወደስራ የተመለሳችሁ መሆኑ ይታወቃል፡፡

ይሁን እንጂ የተሰጣችሁን እድል መጠቀም ባለመቻላችሁ፤ የውለታ ግዴታችሁን በሚገባ መወጣት ባለመቻላችሁ፤ ለግንባታው በቂ ትኩረት ባለመስጠታችሁ፤ ባቀረባችሁት የስራ ዕቅድ መሰረት ባለመመራታችሁ እንዲሁም የግንባታ ስራው ያለአጥጋቢ እንቅስቃሴ እየተጓተተ በመቀጠል ምክንያት ከዚህ በፊት የወጣው የውል ማቋረጥ ውሳኔ ለሁለተኛ ጊዜ

WWW.aahdpo.gov.et ቤትን የሴት ባለቤት በማድረግ ፍትሀዊ የወብት ክፍፍል እናረጋግጣለን


አዲስ አበባ ከተማ አስተዳደር በቤተሰብ አስተዳደር ቢሮ የቤተሰብ አስተዳደር ኮርፖሬሽን የፕሮጀክት 04 ቅ/ዕ/ቤት
City Government of Addis Ababa
Housing Development and Administration Bureau Housing Development Corporation Project 04 Branch office


ቁጥር:-ቤ/አ/ኮ/ፕ-04/ቅ/ዕ/ቤት/ 749/14
 Ref no **17** ጥቅምት 2014
 ቀን:-
 Date

ለሲ.ሊ.ያ ኮንስትራክሽን
አዲስ አበባ.

ጉዳዩ:- የተቋረጠ ውል ለሁለተኛ ጊዜ ማፅናትን ይመለከታል፤

በአዲስ አበባ ከተማ አስተዳደር ቤቶች ልማትና አስተዳደር ቢሮ የቤቶች ልማት ኮርፖሬሽን የፕሮጀክት 04 ቅ/ዕ/ቤት ስር በቦሌ ኢያት አንድ ሳይት አራት እያስገነባቸው ከሚገኙት 40 ብሎኮች ውስጥ ድርጅታችሁ የሁለት 2B+G+13 ህንፃ (ብሎክ ቁጥር 21 እና 22) የግንባታ ውለታ ወስዳችሁ ይህንን እያከናወናችሁ መሆኑ ይታወቃል፡፡

በዚህም መሰረት በቁጥር ቤልኮ/ፕ-04/ጠ-09/1811/13 በቀን 16 ህዳር 2013 በተፃፈ ደብዳቤ ከዚህ በፊት በቁጥር ቤልኮ/ፕ-04/ጠ-08/186/11 በቀን 17/12/2011 ዓ.ም ከድርጅታችሁ ጋር የነበረንን የግንባታ ውለታ የተቋረጠውን ያህንን መሆኑ ይታወቃል፡፡

ሆኖም ለኮርፖሬሽኑ ባቀረባችሁት ቅሬታ መሰረት የኮርፖሬሽኑ የበላይ አመራሮች በተገኙበት በጋራ ባደረግነው ውይይት መነሻ በቀን 11/06/2013 ግንባታውን በሁለት ወራት ውስጥ ለማጠናቀቅ ባስገባችሁ የግንባታ ዕቅድ እና ቃል መሰረት ከቀኝ 04/07/2013 ዓ.ም ጀምሮ ወደስራ የተመለሳችሁ መሆኑ ይታወቃል፡፡

ይሁን እንጂ የተሰጣችሁን እድል መጠቀም ባለመቻላችሁ፤ የውለታ ግዴታችሁን በሚገባ መወጣት ባለመቻላችሁ፤ ለግንባታው በቂ ትኩረት ባለመስጠታችሁ፤ ባቀረባችሁት የስራ ዕቅድ መሰረት ባለመመራታችሁ እንዲሁም የግንባታ ስራው ያለአጥጋቢ እንቅስቃሴ እየተጓተተ በመቀጠል ምክንያት ከዚህ በፊት የወጣው የውል ማቋረጥ ውሳኔ ለሁለተኛ ጊዜ

WWW.aahdpo.gov.et ቤትን የሴት ባለቤት በማድረግ ፍትሀዊ የወብት ክፍፍል እናረጋግጣለን

አዲስ አበባ ከተማ አስተዳደር በብተና አስተዳደር ቢሮ የብተና ልማት ኮርፖሬሽን የፕሮጀክት 04 ቅ/ፅ/ቤት
City Government of Addis Ababa
 Housing Development and Administration Bureau Housing Development Corporation Project 04 Branch office

የፀና መሆኑን እየገለፅን የኮርፖሬሽኑ የህግ አገልግሎት ዳይሬክቶሬት ጉዳዩን እንዲከታተል
 እና ለድርጅቱ ዋስትና የሰጣችሁ ባንክ እና ኢንሹራንስ ድርጅቶች ግልባጭ በተደረገላችሁ
 መሰረት ዋስትና የሰጣችሁትን የብር መጠን ገቢ እንድታደርጉ እናሳስባለን፡፡



ከሰላምታ ጋር
 የፕሮጀክት 04 ቅ/ፅ/ቤት
 Tawodros Belay Tamrat
 Branch 4 Manager

አባሪ/

- > 09ገፅ የአማካሪ ድርጅቱ የሰጣቸው ማስጠንቀቂያዎች
- > 06ገፅ ቅ/ፅ/ቤቱ የዓፈውን ደብዳቤ
- > 04ገፅ የቅድመ ክፍያ እና የመልካም ሰራ አፈፃፀም ዋስትና እና ማረጋገጫ
- > 01ገፅ ለባንክ የተፃፈ የክፍሉን ጥያቄ (bank claim letter)

ግልባጭ

- > ለዋና ዳይሬክተር /ያለ አባሪ/
- > ለግንባታ ዘርፍ ም/ዋና ዳይሬክተር/ያለ አባሪ/
- > ለኮን/አስ/ግ/ክት እና ቁጥጥር ዳይሬክቶሬት ዳይሬክተር
- > ለህግ አገልግሎት ዳይሬክቶሬት
- > ለአስተዳደር እና ፋይናንስ ዳይሬክቶሬት ዳይሬክተር/ያለ አባሪ/

ቢ.ል.ቲ

- > ለዋና ሰራ አስኪያጅ/ያለ አባሪ/
- > ለም/ሰራ አስኪያጅ/ያለ አባሪ/
- > ለኮን/አስ/ግ/ክት እና ቁጥጥር ዳይሬክቶሬት ዳይሬክተር
- > ለመሠረተ ልማትና ሥልጠና ክትትል ዳይሬክቶሬት ዳይሬክተር /ያለአባሪ/
- > ለግ/ግ/ቁ/ስርጭት እና መረጃ አስተዳደር ክፍል/ያለ አባሪ/
- > ለአስተዳደር እና ፋይናንስ ዳይሬክቶሬት ዳይሬክተር /ያለ አባሪ/

ፕ/04/ቅ/ፅ/ቤት

- > ለአስፓዩር ኤ.ኤ. ከም አርክቴክቶች እና መኃንዲሶች ኃ.የተ.የማ.ማ
- > ለንብ ኢንሹራንስ ኩባንያ አ.ማ. (ቁራ ቅርንጫፍ) /ያለ አባሪ/
- > ለአባይ ባንክ አ.ማ. (አብይ ቅርንጫፍ) /ያለ አባሪ/

አዲስ አበባ

WWW.aahdpo.gov.et ዜጎችን የቤት ባለቤት በማድረግ ፍትህዊ የሀብት ክፍፍል እናረጋግጣለን