PROJECT TITLE:

**REHABILITATION OF ONE-STOP-SHOP (OSS) CENTER IN KEBRIBEYAH REFUGEE CAMP, AW-BARRE REFUGEE CAMP & SHEDDER REFUGEE CAMP: JIGJIGA-SOMALI REGION.**

**REHABILITATION OF OSS REGISTRATION MODEL, STAFF & GUEST TOILETS, AND CONSTRUCTION OF GUARD HOUSE IN KEBRIBEYAH, AW-BARRE & SHEDDER REFUGEE CAMPS.**

(1) UNITED NATIONS OFFICE FOR PROJECT SERVICES (“UNOPS”)  
- and -

(2)  [insert the Contractor's name]

Minor Works Contract

|  |  |
| --- | --- |
| **Contract No.:** | [Insert Contract Number] |
| **Date:** | [insert month] 20[insert] |

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Copenhagen, Denmark

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**INSTRUMENT OF AGREEMENT**

**THIS CONTRACT** is made on the \_\_\_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 2021.

**BETWEEN**

**(1)** **United Nations Office for Project Services (“UNOPS”)**, an organ of the United Nations, having its postal address at **Zambezi Build.; 5th Floor; West Wing; UNECA Compound; P.O Box 60197 - Ethiopia Operational Hub, Addis Ababa, Ethiopia** (**"Employer"**); and

**(2)** [***insert name***], a [***insert type of company i.e. limited liability***] company incorporated under the laws of [***insert***] and having its registered address at [***insert address***], [***insert name of city and country***] (**"Contractor"**).

**BACKGROUND**

A The Employer intends to undertake the Works.

B The Contractor has represented to the Employer that it has the appropriate experience, expertise, licences and resources to undertake the Works and has agreed to undertake the Works in accordance with the Contract.

C In reliance on the Contractor's representations the Employer has entered into the Contract.

D The Contract sets out the terms and conditions upon which the Contractor will undertake the Works.

**THIS CONTRACT:**

1. The Employer agrees to pay the Contractor the Contract Price, at the times and in the manner prescribed by the Contract, in consideration for the Contractor executing and completing the Works and remedying all defects in accordance with the Contract and otherwise performing all of its obligations in accordance with the Contract.
2. In the Contract words and expressions will have the same meanings as are respectively assigned to them in the General Conditions.
3. The following documents, listed in the order of priority, are deemed to form and be read and construed as part of the Contract:
   1. this Instrument of Agreement;
   2. the Schedule of Details;
   3. the Particular Conditions (if any);
   4. the General Conditions;
   5. the Specification;
   6. the Drawings; and
   7. the remaining Schedules.

**SIGNING PAGE**

**IN WITNESS WHEREOF**, the Parties have caused this Contract to be executed by their respective duly authorised representatives as of the date first written above:

SIGNED BY \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[***name, position title and contact details to be inserted]***

Duly authorised to sign this Contract for and on behalf of the Employer, UNOPS:

In the presence of:

Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (witness)

Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Occupation \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SIGNED BY \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[***insert name of authorised signatory of the Contractor***]

Duly authorised to sign this Contract for and on behalf of the Contractor, [***insert***]:

In the presence of:

Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(witness)

Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Occupation \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

# 

# GENERAL CONDITIONS

# GENERAL PROVISIONS

## Definitions

In the Contract as defined below, the words and expressions defined have the following meanings assigned to them, except where the context requires otherwise:

**"Commencement Date"** means the date stated in the Schedule of Details.

**"Contract"** means the Instrument of Agreement, these General and Particular Conditions, the Schedules and the further documents (if any) which are listed in the Instrument of Agreement.

**“Contract Price”** means the price specified in the Schedule of Details subject to any increases or decreases as may be made in accordance with this Contract.

**"Contractor"** means the entity named as the "Contractor" in the Instrument of Agreement and the legal successors in title and assigned to this entity.

**"Contractor's Representative"** means the person named as such in the Schedule of Details or appointed from time to time by the Contractor under Sub-Clause 3.2, who acts on behalf of the Contractor.

**"Country"** means the country in which the Site is located.

**“Date of Substantial Completion”** means the date when the Works have reached Substantial Completion as stated in the Taking-Over Certificate.

**“Date of Final Completion”** means the date when the Works have reached Final Completion as stated in the Final Completion Certificate.

**"Day"** means a calendar day, unless provided otherwise.

**“Defects Notification Period”** means the period for notifying defects in the Works as stated in the Schedule of Details calculated from the Date of Substantial Completion.

**"Drawings"** means the drawings of the Works as listed in the Schedule of Works, and any additional or modified drawings issued by (or on behalf of) the Employer.

**"Employer"** means the entity named as the "Employer" in the Instrument of Agreement, and the legal successors in title and assigns and novatees to this entity.

**"Employer's Representative"** means the person named as such in the Schedule of Details or as otherwise notified by the Employer to the Contractor.

**“Final Completion”** means the stage when the Defect notification period has expired and all defects have been corrected by the Contractor.

**“Final Completion Certificate”** means the Certificate issued by the Employer’s Representative upon Final Completion, and indicating the Date of Final Completion.

**"Force Majeure"** means an event or circumstance which is beyond the control and without the fault or negligence of the Party affected and which by the exercise of reasonable diligence the Party affected was unable to prevent provided that event or circumstance is limited to the following:

### war, (whether war be declared or not), invasion, act of foreign enemies within the Country;

### rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war within the Country;

### munitions of war, ionising radiation or contamination by radio-activity within the Country, except as may be attributable to the Contractor's use of such munitions, explosives, radiation or radio-activity; and

### earthquake, hurricane, typhoon, tsunami or fire emanating from outside the Site within the Country that are outside the normal range for that place at that time of year, but excluding any other weather conditions regardless of the severity.

**"General Conditions"** means these general conditions of Contract.

**"Instrument of Agreement"** means the document signed by the Parties and forming part of the Contract.

**"Particular Conditions"** means the particular conditions (if any) set out immediately before the Schedules to the Contract.

**"Party"** means either the Employer or the Contractor.

**"Schedule of Contract Price & Payment"** is Schedule 4.

**"Schedule of Details"** is Schedule 1.

**"Schedule of Site"** is Schedule 3.

**"Schedule of Works"** is Schedule 2.

**"Schedules"** means Schedules 1 to 4 to this Contract, including any further documents which are annexed or attached to, or incorporated by reference into Schedules 1 to 4.

**"Site"** means the places provided by the Employer where the Works are to be executed and to which plant and materials are to be delivered as shown in the Schedule of Site.

**"Specification"** means the requirements or documents as listed in the Schedule of Works, including Employer's requirements in respect of design to be carried out by the Contractor, if any, and any Variation to such document.

**“Substantial Completion”** means that stage in the execution of the Works when the following has occurred:

(a) the Works are performed and completed in accordance with this Contract except for minor defects which would not affect the performance or operation of the Works;

(b) all tests required by this Contract have been undertaken and successfully passed;

(c) all documents, technical and other information, including plans, designs, drawings, as-built drawings, engineering information, data, specifications, reports and any other information required under this Contract have been supplied to the Employer’s Representative in accordance with this Contract or as directed by the Employer’s Representative from time to time;

(d) all third party warranties and certificates and local authority approvals have been issued and provided to the Employer’s Representative; and

(d) any other preconditions to Substantial Completion set out in the Schedule of Details have been met.

**“Taking-Over Certificate”** means a certificate issued under Clause 7 certifying the Works have reached Substantial Completion and stating the Date of Substantial Completion.

**"Time for Completion"** means the time for completing the Works as stated in the Schedule of Details (or as adjusted in accordance with the Contract), calculated from the Commencement Date.

**"Variation"** means a change, alterations, addition or omission to the Works which is instructed by the Employer’s Representative under Clause 5.

**"Works"** means all the work to be performed by the Contractor in accordance with this Contract as specified in the Schedule of Works, including temporary work and any Variation.

## Interpretation

Words importing persons or parties include firms and organisations. Words importing singular or one gender include plural or the other gender where the context requires.

## Priority of Documents

The documents forming the Contract are to be taken as mutually explanatory of one another. If an ambiguity or discrepancy is found in the documents, the Employer’s Representative will issue any necessary instructions to the Contractor, and the priority of the documents is in accordance with the order as listed in the Instrument of Agreement.

## Language

The language for communications is English.

## Communications

Any notice, approval, consent or other communication in relation to this Contract must be in writing, signed, dated and marked to the relevant representative of the Parties and delivered to the address for service of notices and communications set out in the Schedule of Details.

## Statutory Obligations

The Contractor must comply with the laws of the countries where activities are performed. The Contractor must give all notices and pay all fees and other charges in respect of the Works.

## Assignment of Contract

The Contractor must not assign, transfer, pledge or make other disposition of this Contract or any part thereof or of any of the Contractor's rights, claims or obligations under this Contract.

# EMPLOYER & EMPLOYER’S REPRESENTATIVES

## Employer’s Obligations

The Employer agrees to pay the Contractor the Contract Price for the Works in accordance with Clause 4.

The Employer must provide the Contractor with possession of and access to the Site in accordance with the Schedule of Site. The Contractor acknowledges that it may not be given exclusive possession of, or exclusive access to, the Site.

## Employer’s Representative

The Employer's Representative is authorised to carry out the duties assigned to it in the Contract. The Employer's Representative has no authority to amend the terms of the Contract unless an amendment is authorised and approved in writing by the Employer. The Employer’s Representative may instruct Variations in accordance with Clause 5.

The Employer’s Representative may from time to time assign duties and delegate authority to an individual to carry out certain duties. The appointee may be notified by the Employer’s Representative to the Contractor from time to time. The Employer’s Representative must notify the Contractor of the delegated duties and authority of this Employer's Representative’s assistant.

# THE CONTRACTOR & PERFORMANCE OF THE WORKS

## Contractor's General Obligations

## The Contractor must commence the Works on the Commencement Date and must complete the Works by the Time for Completion. Despite any other provision in this Contract, the Employer’s Representative may, in its absolute discretion and at any time, make an extension to the Time for Completion.

## The Contractor must perform the Works in accordance with the Contract in an efficient, professional and cost effective manner in accordance with all applicable statutes, ordinances, laws, regulations and standards and all guidelines, procedures and directions made by the Employer and its personnel under this Contract.

## The Contractor must provide, at its own cost, all equipment and materials necessary to undertake and complete the Works, unless otherwise specified in the Schedule of Works.

## When requested in writing by the Employer’s Representative, the Contractor must submit samples and/or or catalogues of materials to the Employer’s Representative for its consent within the time notified by the Employer’s Representative.

## The Contractor must ensure that it obtains all relevant authorisations, permits and licences to perform the Works, pay all fees and comply with any applicable occupational health and safety requirements including any set out in the Schedule of Works.

## The Contractor must, in accordance with the requirements and timing set out in the Schedule of Works, or as instructed by the Employer’s Representative, provide regular reports in relation to the Works and any occupational health and safety issues and any other documents requested.

Within three days after the Commencement Date, the Contractor must submit a programme for the Works to the Employer’s Representative for approval which must comply with any requirements set out in the Schedule of Works. The programme will be used to monitor the progress of the Works under the Contract. The Employer’s Representative may request the Contractor so submit an amended programme at any time for approval.

The Contractor must undertake all tests in accordance with the requirements set out in the Schedule of Works and must provide the Employer’s Representative with 48 hours prior written notice of the time and place for the specified testing of parts of the Works.

## Contractor’s Representative and Contractor’s Personnel

The Contractor’s Representative is named in the Schedule of Details. The Contractor must not replace the Contractor’s Representative without the prior written consent of the Employer’s Representative and must submit to the Employer’s Representative for approval the name and particulars of the person the Contractor proposes to replace the Contractor’s Representative. The Contractor is responsible for all acts and omissions of the Contractor’s Representative.

The Contractor gives the Contractor's Representative all authority necessary to act on the Contractor's behalf under the Contract.

The Contractor’s staff and labour must be appropriately qualified, skilled and experienced to perform their duties required in the performance of the Works. The Contractor assumes all liabilities or obligations imposed by any law or regulation with respect to such staff and labour.

The Employer’s Representative may require the Contractor to remove any person employed to perform the Works who in the opinion of the Employer’s Representative persists in any misconduct or lack of care, carries out duties incompetently or negligently, fails to conform with any provisions of this Contract or persists in any conduct which is prejudicial to safety, health, or the protection of the environment. The Contractor must immediately appoint a suitable replacement person for each person so removed.

## Contractor’s Status

In all matters relating to this Contract, the Contractor is acting as an independent contractor and is not an employee or agent of the Employer and must not represent itself as such.

## Sub-contracting

In the event the Contractor requires the services of subcontractors, the Contractor must obtain the prior written approval of the Employer’s Representative for all such subcontractors. The approval of the Employer’s Representative does not relieve the Contractor of any of its obligations under this Contract, and the terms of any sub-contract must be subject to and in conformity with the provisions of this Contract.

## Inspection of Site

The Contractor is deemed to have inspected and examined the Site, its surroundings, and access to the Site and to have satisfied itself that the Site and access to the Site, including security, is suitable for the Works and is deemed to have obtained all necessary information as to risks which may affect execution of the Works including climatic, hydrological and natural conditions and is not entitled to an increase to the Contract Price or to an extension to the Time for Completion based upon such conditions encountered during the execution of the Works that could have been reasonably foreseen by an experienced contractor acting in accordance with industry best practice.

## Care of Works & Security

The Contractor must provide and maintain at its own cost all lights, guards and security necessary for the protection of the Works, the Contractor’s personnel and the Employer’s personnel, including materials and equipment, as well as for the safety of the public. The Contractor must comply with any additional security requirements set out in the Schedule of Site. In the event that any damage or loss should happen to the Works before hand-over, the Contractor must at its own cost repair the Works.

Unless otherwise stated in the Schedule of Works or instructed or permitted by the Employer in writing, the Contractor shall not bring onto or store on the Site, give, barter or otherwise dispose of to any person or persons, any arms, ammunition or explosives of any kind or permit or suffer the same.

## Unexploded Ordnances

If at any time during the carrying out of the Works the Contractor discovers an unexploded ordnance or land mine, the Contractor must immediately stop work, notify the Employer’s Representative, take all necessary steps to ensure the safety of all persons and property and secure the Site. The Contractor must immediately resume the Works when instructed by the Employer’s Representative that is it safe to do so.

# CONTRACT PRICE, PAYMENT & SECURITY

## Contract Price & Valuation of the Works

## The Employer must pay the Contractor the Contract Price in accordance with this Clause 4 and the Schedule of Contract Price & Payment. The Contractor is deemed to have satisfied itself as to the correctness and sufficiency of the Contract Price and all fixed unit rates and prices in the Contract.

## Invoicing

The Contractor must submit an invoice to the Employer’s Representative in accordance with the timings and requirements set out in the Schedule of Contract Price & Payment in a form approved by the Employer’s Representative. The invoice must include details of the value of the work performed by the Contractor.

If requested by the Employer’s Representative, when submitting an invoice, the Contractor must provide documentary evidence of all payments made to all its staff, labour and any subcontractors. The parties agree that if the Employer’s Representative becomes aware that the Contractor has failed to pay its staff, labour or any subcontractors in accordance with this Contract, and the Employer’s Representative gives the Contractor written notice 48 hours before the Employer intends to pay, the Employer may, in its absolute discretion, pay those staff, labour or subcontractors the amount the Employer’s Representative determines is, or may be owing and the Employer may recover any such amount paid as a debt due from the Contractor to the Employer.

## Payment

The Employer may make an advance payment, if any, as a loan for mobilisation which must be repaid by the Contractor through percentage deductions, determined by the Employer’s Representative, in the payments made under this Clause until the advance payment has been repaid. An advance payment will only be made if an amount is stated in the Schedule of Details for that amount. If requested, the Contractor must provide an advance payment guarantee from a bank approved by the Employer and in a form provided by or otherwise approved by the Employer.

Subject to the Contractor’s compliance with clause 4.2, the Employer will pay the Contractor the amount set out in the invoice submitted under Sub-Clause 4.2 within 30 days of receipt of the invoice, less any amount to be deducted for advance payment and/or retention or where the Employer exercises its right to withhold, retain or set off part of the Contract Price under Sub-Clause 4.5.

Payment must be in the currency stated in the Schedule of Details.

No interest will be payable by the Employer in respect of any invoice rendered to the Employer by the Contractor under Sub-Clause 4.2 which remains due and unpaid (including any amounts withheld as a result of a dispute).

## Bank Guarantee for Performance

## If stated in the Schedule of Details, the Contractor must provide an irrevocable and unconditional, on-demand bank guarantee for performance for such amount and in a form provided by or otherwise acceptable to the Employer. The bank guarantee for performance must be valid until the Taking-Over Certificate is issued under Clause 7 at which time it will reduce by half and must remain valid until the end of the Defects Notification Period. If a bank guarantee for performance is required to be submitted under this Clause, the Employer may withhold payments under the Contract until it receives such bank guarantee for performance.

## Retention & Set-Off

## The Employer may withhold, retain or set off from any payment due to the Contractor under this Contract amounts to protect it against any costs, charges, expenses and damages for which the Contractor is liable to the Employer under or in connection with this Contract. Notwithstanding this, if an amount for retention is stated in the Schedule of Details, this amount will be deducted from each payment made under Sub-Clause 4.3 and must be reimbursed to the Contractor in accordance with the times stated in the Schedule of Details. This right to withhold, retain or set off does not limit the Employer’s right to recover those amounts in any other way.

# VARIATIONS

The Employer’s Representative may, by written notice, instruct the Contractor at any time to carry out a Variation and the Contractor must carry out and be bound by any such Variation. Unless otherwise instructed by the Employer’s Representative in this notice, the Contractor must provide a detailed breakdown of the increase or decrease in the Contract Price and any effect on the Time for Completion within 7 days of receipt of this notice, and before the Contractor carries out the Variation. Where the Variation results in an increase to the Contract Price or extension to the Time for Completion, as determined by the Employer’s Representative, the Contractor will be entitled to such amount and/or extension. The rate or price for any Variation must be determined by agreement, or in the absence of agreement, a valuation will be made by the Employer’s Representative based on the rates in the bill of quantities contained in the Schedule of Contract Price & Payment. If no applicable rates or prices are stated in the bill of quantities, the rates and prices in the schedule of rates for Variations contained in the Schedule of Contract Price & Payment will be applied. If no applicable rates or prices are stated in the Schedule of Contract Price & Payment, a fair and reasonable valuation will be made by the Employer’s Representative. For the avoidance of doubt the Contractor’s entitlement to payment for a Variation excludes non-project specific overheads and costs. The Contractor must not carry out a Variation unless authorised by the Employer’s Representative in writing.

# INCREASE AND DECREASE OF COSTS

No adjustment of the Contract Price will be made in respect of fluctuations of market, prices of labour, materials, plant or equipment, neither due to fluctuation in interest rates nor devaluation or any other matters affecting the Works.

# SUBSTANTIAL COMPLETION AND TAKING OVER

As soon as the Works have, in the Contractor’s opinion, reached Substantial Completion, the Contractor must give a notice to the Employer’s Representative. Within 10 days the Employer’s Representative must issue a Taking-Over Certificate to the Contractor stating the Date of Substantial Completion or notify the Contractor that there are defects or deficiencies in the Works and the Contractor must correct these. This procedure will be repeated until the Employer’s Representative issues a Taking-Over Certificate.

Subject to the remainder of this Clause, the Contractor is entitled to an extension to the Time for Completion if it is delayed by;

1. a Force Majeure Event; or
2. any delay or disruption caused by any Variation, except where that Variation is caused by the Contractor’s failure, act, omission or breach; or
3. an act, omission or breach by the Employer or its agents.

The Contractor must notify the Employer’s Representative as soon as practicable and in any case in writing no later than 7 days after it becomes aware of any event or circumstance which may delay or disrupt the Works. This notice must include details of the event or circumstance.

As soon as practicable after the Contractor submits this notice, the Employer’s Representative will notify the Contractor of the period, if any, by which the Time for Completion will be extended, or respond with comments and request further particulars.

# DELAY DAMAGES

If the Contractor fails to achieve Substantial Completion within the Time for Completion the Contractor must pay the Employer delay damages in the amount stated in the Schedule of Details for each calendar day of delay between the Time for Completion and the Date of Substantial Completion. The Employer is entitled to deduct any delay damages from the Contractor’s outstanding invoices.

If the cumulative amount of delay damages reaches the amount stated in the Schedule of Details, the Employer may, at any time, terminate the Contract in accordance with Clause 26.

# DEFECTS NOTIFICATION PERIOD AND FINAL COMPLETION

Upon Substantial completion, the Defect notification period as defined in Schedule 1 (Schedule of Details) will start running. During this period, the Contractor must, at its own cost, repair, replace or otherwise make good any defects in the Works notified by the Employer’s Representative during the Defects Notification Period. Any such defects must be remedied by the Contractor without delay and additional costs due to eh Contactor and in the time notified by the Employer’s Representative. If the Contractor fails to rectify the defect within this time, the Employer may engage another party to do so at the Contractor’s risk and cost. Once the Defect notification period has expired and all the defects reported to the Contractor by the Employer’s Representative have been corrected by the Contractor, the Works reach the stage of Final completion and the Employer’s Representative issues the Final completion certificate.

# OWNERSHIP OF PAID MATERIAL AND WORK

All material and work covered by payments made by the Employer to the Contractor become the sole property of the Employer, but this provision does not relieve the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work or as waiving the right of the Employer to require the fulfilment of all of the terms of the Contract.

# COPYRIGHT, PATENT AND OTHER PROPRIETARY RIGHTS

The Contractor must defend, indemnify and hold harmless the Employer from and against all claims and proceedings for infringement of any copyright, patent rights, design trademark or name or other protected rights resulting from Contractor’s performance. The Contractor is responsible for all legal costs associated with the defence of the Employer. In defending the Employer, the Contractor shall not enter into a settlement agreement without the prior written approval of the Employer.

# CONFIDENTIAL NATURE OF DOCUMENTS

All maps, drawings, plans, reports, documents and all other data created by or received by the Contractor under the Contract are the property of the Employer, and must be treated as confidential and must be delivered to the Employer’s Representative on completion of the Works.

# DAMAGE TO PERSONS AND PROPERTY

The Contractor must defend, indemnify and hold harmless the Employer, its officers, agents, employees and servants from and against all suits, claims, demands, proceedings, and liability of any nature or kind, including costs and expenses, for injuries or damages to any person or any property whatsoever which may arise out of or in consequence of acts or omissions of the Contractor or its agents, employees, servants or subcontractors in the execution of this Contract. The Contractor is responsible for all legal costs associated with the defence of the Employer. In defending the Employer, the Contractor shall not enter into a settlement agreement without the prior written approval of the Employer.

# INSURANCE

The Contractor must, on or prior to the Commencement Date, effect and thereafter maintain at all times, in the joint names of the Parties, those insurances, if any, as set out in the Schedule of Works.

All insurances must conform with any requirements detailed in the Schedule of Works. The policies must be issued by insurers and in terms approved by the Employer. The Contractor must provide the Employer with evidence that any required policy in connection with the Contract is in force and that the premiums have been paid.

All payments received from insurers relating to loss or damage to the Works must be held jointly by the Parties and used for the repair of the loss or damage or as compensation for loss or damage that is not to be repaired.

If the Contractor is required to effect insurance under this Clause and fails to do so or keep in force any of the insurances referred to, or fails to provide satisfactory evidence, policies or receipts, the Employer may, without prejudice to any other right or remedy, effect insurance for the cover relevant to such default and pay the premiums due and recover the same as a deduction from any other monies due to the Contractor.

# SOURCE OF INSTRUCTIONS

The Contractor must not seek nor accept instructions from any authority external to the Employer or its authorised representatives under Sub-Clause 2.2, without the approval of the Employer’s representative, in connection with the carrying out of the Works under this Contract.

# OFFICIALS NOT TO BENEFIT

The Contractor warrants that no direct or indirect benefit has been given or will be given to any United Nations official in connection with this or any other Contract or the award thereof. The breach of this provision entitles the Employer to terminate the Contract immediately by written notice.

# PREVENTION OF CORRUPTION

The Employer is entitled to terminate the Contract immediately by written notice and to recover from the Contractor the amount of any loss resulting from such termination if the Contractor, its personnel or anyone acting on its behalf, has offered or given any person any gift or consideration of any kind as an inducement or reward for doing or intending to do any action in relation to the award or execution of the Contract or any other contract with the Employer or for showing or intending to show favour or disfavour to any person in relation to the Contract or any other contract with the Employer, whether with or without the Contractor’s knowledge.

# NAME, EMBLEM OR OFFICIAL SEAL OF UNOPS OR THE UNITED NATIONS

The Contractor must not advertise or otherwise make public the fact that it is carrying out, or has carried out the Works for the Employer or use the name, emblem or official seal of the Employer or the United Nations or any abbreviation of the Employer’s name or the United Nations for advertising purposes or any other purposes.

# FORCE MAJEURE

### If the Contractor is rendered unable, wholly or in part, to perform its obligations under this Contract due to a Force Majeure event, it must give notice and full particulars in writing to the Employer’s Representative as soon as possible but no later than seven (7) days after the Contractor first became aware of the event. Subject to acceptance by the Employer of the existence of such Force Majeure event, the carrying out of the Works, or part of the Works, may be suspended by the Employer’s Representative or, where Force Majeure circumstances otherwise frustrate the purpose of this Contract, either in time or purpose, the Employer may terminate this Contract by giving 14 days written notice to the Contractor.

### The Contractor acknowledges and agrees that, with respect to any of its obligations under the Contract, the Contractor will be performing such obligations in areas in which the United Nations, including the Employer, is engaged in, preparing to engage in, or disengaging from peacekeeping, humanitarian or similar operations and any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas, shall not, in and to itself, constitute a Force Majeure event.

# RECORDS, ACCOUNTS, INFORMATION AND AUDIT

The Contractor must maintain accurate and systematic records and accounts in respect of the Works and must furnish to the Employer any records or information, oral or written, which may be reasonably request in respect of the Works or the Contractor's performance. The Contractor must allow the Employer or its authorised agents to inspect and audit such records or information upon reasonable notice. The Contractor must keep the records and accounts for a minimum of 5 years after the completion, expiry or termination of the Contract.

# TAXATION

The Contractor is responsible for the payment of all charges and taxes in respect of income including value added tax, all in accordance with and subject to the provisions of the income tax laws and regulations in force and all amendments.  It is the Contractor's responsibility to make all the necessary inquiries in this respect and is deemed to have satisfied itself regarding the application of all relevant tax laws.

# RIGHTS AND REMEDIES OF THE EMPLOYER

Nothing in or relating to this Contract constitutes a waiver of any other rights or remedies of the Employer. The Employer is not liable for any consequences of, or claim based upon, any act or omission on the part of the Government of the Country.

# PRIVILEGES AND IMMUNITIES

Nothing in or relating to this Contract is deemed a waiver of any of the privileges and immunities of the United Nations of which the Employer is an integral part.

# FUNDAMENTAL PRINCIPLES AND RIGHTS AT WORK, CHILD LABOUR AND SEXUAL EXPLOITATION:

The Contractor warrants that it will comply with, and ensure the Contractor’s Personnel will comply with, the 1998 International Labour Organization (ILO) Declaration on Fundamental Principles and Rights at Work.

The Contractor represents and warrants that neither it, its parent entities (if any), nor any of the Contractor’s subsidiary or affiliated entities (if any) is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child must be protected from performing any work that is likely to be hazardous or to interfere with the child’s education, or to be harmful to the child’s health or physical, mental, spiritual, moral, or social development.

The Contractor must take all appropriate measures to prevent sexual exploitation or abuse of anyone by the Contractor’s personnel. For these purposes, sexual exploitation and abuse includes sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, unless such sexual activity is consensual between two persons who are married and such marriage is recognized as valid under the laws of the country of citizenship of such Contractor’s personnel.

In addition, the Contractor must refrain from, and must take all reasonable and appropriate measures to prohibit its employees or other persons engaged and controlled by it from exchanging any money, goods, services, or other things of value, for sexual favours or activities, or from engaging any sexual activities that are exploitive or degrading to any person.

# SETTLEMENT OF DISPUTES

## Dispute Resolution Procedure

Any dispute arising out of or in connection with the Contract, including any valuation or other decision of the Employer (“Dispute”), unless settled amicably by the Parties’ Representatives, must be referred, at the request of either Party, to the Senior Representatives of the Parties set out in the Schedule of Details, or any replacement notified by a Party to the other Party in writing.

If the Senior Representatives of the Parties are unable to resolve a Dispute referred to them within 28 days, the Dispute shall be referred, if requested by either Party, directly to arbitration in accordance with the provisions of Sub-Clause 25.2.

## Arbitration

### If a Party are unable to resolve the Dispute in accordance with Sub-Clause 25.1 or 25.2, the Dispute must be referred, if requested by either Party, to and finally resolved by arbitration in accordance with the UNCITRAL Arbitration Rules (**"Arbitration Rules"**) then in effect, provided that:

### there is no seat or place of arbitration. The place of hearing must be the place stated in the Schedule of Details;

### the language of the arbitration must be English;

### the decisions of the arbitral tribunal must be based on general principles of international commercial law. The arbitral tribunal must not award punitive damages. In addition, the arbitral tribunal must not award interest in excess of the London Interbank Offered Rate (“LIBOR”) then prevailing, and any such interest must be simple interest only.

### The Parties will be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.

### The arbitral proceedings and any information and documents relating to these proceedings must be regarded as confidential.

## Dispute resolution not to delay execution of the Works

Despite any activation of the dispute resolution procedures under this Clause 25, the Contractor must continue to execute the Works and its other obligations under or in connection with the Contract.

# TERMINATION

The Employer may terminate this Contract by written notice for a breach by the Contractor of any of its obligations under this Contract if, within 14 days written notice by the Employer’s Representative identifying the breach, the Contractor has not rectified such breach. If the Contract is terminated by the Employer due to a breach by the Contractor then the Employer is not obliged to pay any outstanding amounts until such time that the Employer has completed the Works and recovered its costs from the Contractor in doing so. After recovering any such costs, the Employer must pay any balance to the Contractor.

The Employer may terminate this Contract for convenience in the interest of the Employer by giving fourteen (14) days written notice to the Contractor. If the Employer terminates the Contract for its convenience or due to a Force Majeure event in accordance with Clause 19, the Contractor is entitled to be paid for the part of the Works satisfactorily completed, the materials and equipment properly delivered to and stored on the Site as of the date of termination for incorporation into the Works and any reasonable substantiated direct costs incurred by the Contractor as a result of the termination, but is not entitled to receive any other or further payment or damages. The Employer’s Representative will make such determinations.

### After a notice of termination under this Clause has taken effect, the Contractor must promptly cease all further work (except to the extent specified in the notice from the Employer) and take such action as necessary or as directed by the Employer, for the transfer, protection and preservation of the Employer’s property, protection of life or for the safety of the Works. The Contractor must remove from the Site any wreckage, rubbish and debris of any kind and leave the whole of the Site in a clean and safe condition.

# PARTICULAR CONDITIONS

**NO ADDITIONAL CONDITIONS APPLY**

# Schedules

**SCHEDULE 1 - SCHEDULE OF DETAILS**

|  |  |
| --- | --- |
| Commencement Date  (Sub-Clause 1.1) | Within Twenty-One (21) calendar days after signing the Minor Works Contract Agreement. |
| Contract Price (Sub-Clause 1.1) | The total estimated Contract Price amounts to ***[insert the amount***]. The final Contract Price will be determined in accordance with the Schedule of Contract Price & Payment  See the Schedule of Contract Price & Payment for a breakdown of the Contract Price |
| Contractor’s Representative (Sub-Clause 1.1) | [***name, position title and contact details to be inserted]*** |
| Defects Notification Period  (Sub-Clause 1.1 & Clause 9) | **Twelve (12) months** from date of issuance of takeover certificate |
| Employer’s Representative (Sub-Clause 1.1) | **Employer**  Attention:[***to be inserted*** ]  Position title:[***to be inserted*** ]  Address:[***to be inserted*** ]  Facsimile Number: [***to be inserted*** ]  Email Address: [***to be inserted*** ] |
| Substantial Completion  (Sub-Clause 1.1) | Upon inspection and recommendation by the Employer Representative. |
| Time for Completion (Sub-Clause 1.1) | **Whole of the Works**  **Three (3) Months** from the Commencement Date. |
| Address for Service of Notices and Communications (Sub-Clause 1.5) | **Employer**  Attention:[***to be inserted*** ]  Position title:[***to be inserted*** ]  Address:[***to be inserted*** ]  Facsimile Number: [***to be inserted*** ]  Email Address: [***to be inserted*** ]  **Contractor**  Attention:[***to be inserted*** ]  Position title:[***to be inserted*** ]  Address:[***to be inserted*** ]  Facsimile Number: [***to be inserted*** ]  Email Address: [***to be inserted*** ] |
| Advance Payment  (Sub-Clause 4.3) | No advance payment will be made |
| Currencies of payment  (Sub-Clause 4.3) | Payments will be made in local currency (Ethiopian Birr). |
| Bank Guarantee for Performance (Sub-Clause 4.4) | The amount of the Bank Guarantee to be provided under Sub-Sub-Clause 4.3 is the amount equal **to 5% of the Contract Price.** |
| Retention (Sub-Clause 4.5) | **Amount of Retention**  The amount of 5 % of the estimated value of Works executed in the relevant payment period as set out in the invoice for that period will be retained from each and every payment, except for any advance payment made, up to a maximum of 5% of the Contract Price.  **Release of Retention Money**  The Employer will release half of the retention money after issuance of the Taking-Over Certificate and the remainder at the end of the Defects Notification Period |
| Delay Damages (Sub-Clause 8) | **Whole of the Works**  0.1% of the original total Contract price per day. |
| Cumulative Amount of Delay Damages (Clause 8) | 10% of the contract amount. |
| Senior Representatives (Sub-Clause 25.1) | **Employer**  Attention:[***to be inserted*** ]  Position title:[***to be inserted*** ]  Address:[***to be inserted*** ]  Facsimile Number: [***to be inserted*** ]  Email Address: [***to be inserted*** ]  **Contractor**  [***insert name, position title and contact details***] |
| Arbitration  (Sub-Clause 25.2) | The place of the hearing, if any, shall be determined at the time the dispute arises. |

**SCHEDULE 2 - SCHEDULE OF WORKS**

**2.1 Project Summary**

|  |  |
| --- | --- |
| **Project Title:** | Rehabilitation and Construction of One-Stop-Shop (OSS) Infrastructure Facilities |
| **Location:** | Kebribeyah Refugee Camp, Aw-Barre Refugee Camp & Shedder Refugee Camp, Jigjiga - Somali Region, Ethiopia |
| **No of Project Sites:** | 3 Sites |
| **Duration**  **Partner:** | 3 Months Construction & 12 Months DNP  United Nations High Commissioner for Refugees (UNHCR) |
| **Implement Agency:** | United Nations Office for Project Services (UNOPS) |
| **Project Purpose:** | Upgrader/Rehabilitate the existing Facilities of the OSS Registration Model towards operational and functional Infrastructure Facilities meeting the Local Construction Practice and relevant standards for construction of infrastructure projects in Ethiopia... |
| **Project Output:** | * Rehabilitation of OSS Registration Model; * Rehabilitation of existing staff and guest toilets; * Construction of new Guard house; * External works such as walkways, power and water supply. |

**2.2 Project Background**

UNHCR, the UN Refugee Agency, together with UNICEF, Vital Events Registration Agency (VERA) and the Agency for Refugees and Returnees Affairs (ARRA) has identified 27 centres to establish One-Stop-Shop (OSS) Registration Model located at different parts of the country; where the refugees can access services such as the registration of births, marriages, divorces, and deaths and receive protection referrals and civil documentation. These services will also be available to people from the local communities surrounding the camp. The establishment of the UNHCR centres, also known as a One-Stop-Shop (OSS), marks the beginning of a process that will lead to a government-owned digitalized and harmonized model for refugees’ assistance that will also serve local communities. The initiative is in line with the Global Compact on Refugees which promotes the provision of common services and infrastructure for both refugees and local communities.

|  |  |  |  |
| --- | --- | --- | --- |
| Ser. No | UNHCR Sub-Office | Refugee Camp/Site | GPS Coordinates  ( One - Stop Shop registration center) |
| 1 | Shire | Mai-Aini Camp | 13°39 ̍28.4 ̍ ̍N 38 °09 ̍26.86 ̍ ̍E |
| 2 | Adi Harush Camp | 13°58 ̍85.9 ̍ ̍N 38 °13 ̍30.42 ̍ ̍E |
| 3 | Shimelba Camp | 14°10 ̍25.0 ̍ ̍N 37°43 ̍17.3 ̍ ̍E |
| 4 | Hitsats Camp | 14°06 ̍14.2 ̍ ̍N 37°57 ̍41.6 ̍ ̍E |
| 5 | Aysaita Camp | 13°58 ̍85.9 ̍ ̍N 38 °13 ̍30.42 ̍ ̍E |
| 6 | Barahle Camp | 13°58 ̍85.9 ̍ ̍N 38 °13 ̍30.42 ̍ ̍E |
|  | | | |
| 7 | Gambella | Pugnido Camp (Nuer Site) | 7042’78.8’' N, 34014’94.7' E |
| 8 | Pugnido Camp (Agnuak) | 7038’99.6’' N, 34016’0.34’' E |
| 9 | Kule Camp | 8.284897 N, 34.25206 E |
| 10 | Jewi Camp | 8.145354 N, 34.711963 E |
| 11 | Okugo Camp | 6.494384 N, 35.128506 E |
| 12 | Tierkidi Camp | 8.275372 N, 34.274078 E |
| 13 | Pugnido II Camp | 7042’19.8’’N, 34014’43.9’' E |
| 14 | NGUENYYIEL Camp | 8.303518 N, 34.324561 E |
|  | | | |
| 15 | Asosa | Sherkole Camp | N 10.371960, E 034.611790 |
| 16 | Bambasi Camp | N 09.778400, E 034.779110 |
| 17 | Tongo Camp | N 09.380600,E 034.421350 |
| 18 | Tsore Camp | N 10.2374080, E 034.6116290 |
| 19 | Gure-Shembola Camp | N 09.524010, E 034.496870 |
|  | | | |
| 20 | Jigjiga | Kebribeyah Camp | 9.091817 N, 43.176103 E |
| 21 | Aw-barre Camp | 9.788279 N, 43.232779 E |
| 22 | Sheder Camp | 9.699634 N, 43.132174 E |
|  | | | |
| 23 | Melkadida | Bokolmanyo Camp | 4.541028 N, 41.533141 E |
| 24 | Melkadida Camp | 4.522819 N, 41.723127 E |
| 25 | Kobe Camp | 4.480976 N, 41.748822 E |
| 26 | Hilaweyn Camp | 4.363201 N, 41.863665 E |
| 27 | Buramino Camp | 4.301314 N, 41.914823 E |

Table-1: List of OSS Sites for Rehabilitation/ Construction

Given the context described above, UNHCR embarked on the construction of OSS registration facilities in all refugee camps. In 2018, UNHCR funded the construction of 16 OSS structures with the aim to have functional infrastructures at the end of 2018. Currently the construction of 16 OSS centres that include facilities such as registration offices, waiting area, reception, archives, litigation/protection room, and server room including toilets have not been fully completed. 11 further OSS facilities are under preparation to start construction very soon. There exists the need to rehabilitate and complete these facilities to the required standard and allow the next phase of the registration process to commence soon.

Among the 27 OSS selected sites, this tender would specifically refer to the rehabilitation and completion of the three distinct sites highlighted in table-1 above in Jigjiga-Somali Region: Namely; Kebribeyah Refugee Camp, Aw-Barre Refugee Camp and Shedder Refugee Camp.

**2.3 Description of Works**

The work includes the rehabilitation of a One-Stop Shop (OSS) Registration Model, staff and guest toilets in Kebribeyah Refugee Camp, Aw-Barre Refugee Camp and Shedder Refugee Camp all located in Soimali Region Region, Ethiopia.

1. **Existing Condition of the Facilities**

**Buildings**: In all the three sites, literally complete infrastructure in terms of the registration building unit and toilets, sound structural integrity but poor workmanship of finishing works seeking for immediate rehabilitation work. Besides, the Window/door facilities have not been installed at all at these centres. The following table shows the situation of the infrastructure facilities in the Kebribeyah, Aw-Barre and Shedder OSS Centres.

|  |  |  |
| --- | --- | --- |
| Ser No. | Description | Condition |
| 1 | Foundation | Strip foundation constructed from stone masonry and reinforced concrete ground beam for all the buildings. No settlement and no major crack observed, hence the foundation system is intact and stable. The masonry wall above NGL is pointed with cement sand mortar in fair condition. |
| 2 | Structural Framing Systems | The Super structural framing system constructed from reinforced concrete columns and top ring beams support loads from roof cover and transfer to the ground. The structural integrity of the system is observed sound with no sign of cracks, distortion, fatigue and deflection. |
| 3 | Internal and External Walls | The internal and external walls are made of ordinary hollow blocks. All internal walls are plastered and painted without applying a final gypsum coat hence making the surface rough/uneven. In some instances, the surface of the wall misses the plumb with irregularities seeking for rehabilitation works. There exist missed partition walls internally reducing the total number of rooms required as per the proposal. The External HCB wall surface for all blocks are cement-sand plastered and a final layer of cement- sand rendering applied but with poor workmanship. Paints in some areas are observed faint and dilapidated. |
| 4 | Window/Doors | Window/Doors have not been installed |
| 5 | Chip wood Ceiling | Painted chip wood celling installed for the rooms and verandah. However poor workmanship with uneven joints, irregular surface and some areas damaged by water leakages. The Chip wood ceiling needs critical repair works including new paints. |
| 6 | Roof Cover | Corrugated Iron Sheet cover is fixed over the eucalyptus wooden truss system. CIS sheet cover are painted but faded. Roof water leakages has been noticed on the ceiling. The whole roof cover needs to be inspected for the presence of holes and laps should also be checked for any leakage. Damaged roof cover has to be replaced with a new one. Repainting of roof cover for the registration room is needed as most of it is already faded away. Galvanized metal sheet gutter and PVC downpipes in most cases are detached from the wall or missed requiring immediate renovation work. |
| 7 | Floor finishing | The floor finishing for the registration model is smooth cement screed in fair condition. However, some areas need patch repair and paint to harmonize. The floor finish for the toilets is ceramic tile in poor condition. In most cases need patch repair and replacement. |
| 8 | Pavement/ splash apron | There is concrete pavement around the building. However, the side ditches are blocked due to debris and soils. Needs cleaning and opening of holes to discharge storm water and avoid accumulation of water. |
| 9 | Access to the building | Ramps are constructed at some location of the registration center and toilets. The width of the ramp is sufficient enough for the movement of wheel chairs. However, stairs are not constructed at front side of the registration center where there is a level difference of 40cm on average between the NGL and the ground floor slab. Stair and ramp access to be revisited during the rehabilitation tasks. |
| 10 | Water Supply System/Plumbing /Fixtures | The sanitary fixtures (WC and HWB) has been fixed (poor quality) and the piping system installation is also found in poor condition requiring in most cases full replacement. No toilet paper holder, mirror and soap holder are fixed in the toilets. |
| 11 | Waste Water Drainage System/Piping, manholes, septic fixtures/ | 3mx6m septic tank is constructed. Waste water is collected through the buried pipe and collected into the septic tank. But some of the pipes are damaged as they are not properly buried and covered in the ground. There are manholes with their cover near to the toilets and not placed properly. Replace the damaged PVC pipes that are buried in the ground. The pipes should be placed on sand bedding and covered with sand and backfill at the top. |
| 12 | Electrical System/ wires, boards/ sockets and lightings | All the electrical line/wire for light, switch and socket has been installed (not tested). However, fixtures such as lighting lamps, sockets and boards are partially installed. Need to be inspected when the system is connected to electric power. Remaining light fittings, sockets and switches needs to be fixed and checked. |
| 13 | Extract Fan | Extract fans are partially fixed. Not tested due to lack of power. |
| 14 | Tel/Data System | No telephone/Data system installed in the building. |
| 15 | Fire Control/ Fire Hydrant, Hose Reel and Extinguishers | No firefighting system. Fire extinguisher needs to be fixed at a visible and accessible place. Details including expiry and production dates has to be posted for future action. |
| 16 | Means of Exit | There are enough exit / entrance doors at registration centre as per the drawing. The dimension of the door opening allows the movement of PWD |



**Fig: Aw-Barre- OSS Building**

**External Facilities:**

Interior walkways, parking and circulation.

Interior covered walkway between the toilets and registration unit has been constructed and in fair condition for the OSS centres. Open structure made of concrete post covered with metal sheeting and wooden truss, and concrete floor in fair condition.

**Fig**- **Interior Walkway and Toilet Building**

Septic Tank System:

All the OSS centres are provided with 3.0m x 6.0m (25 m3 capacity) septic tank system connected to the staff and guest toilets. But some of the pipes are damaged as they were not properly buried and covered in the ground. There are manholes with their cover near to the toilets. Repair work is required for the piping and connections to the toilet.

Fencing and Gate: No fence and gate

**Utility Connection:**

Water Supply

The three OSS centres has the potential to be connected with a water source from the existing piping system with a borehole serving the community as the main source of water. It would be important to note that all the OSS site require a water reservoir of about 5m3 – 10 m3 capacity. The foundation seats for the Elevated water tanker are constructed and all are found in fair condition.

Power Supply

None of the OSS sites have the opportunity to tap power from a grid system. The existing UN, Government and NGOs are dependent mainly on generator power source. A renewable source of energy such as solar shall be considered for the OSS centres. Otherwise the only source of power for the OSS sites would remain generator. UNHCR has planned to provide power source from PV Solar system. Contractors, however would be required to bring their own generators for power supply during renovation works.

ICT Connection

ICT is the most important facility to be provided at each OSS centres. The ICT cabling and connections shall be planned and come as an independent infrastructure within of the scope of works of this project.

1. **Proposed Rehabilitation Works**

The proposed rehabilitation work envisaged under this contract for Kebribeyah, Aw-Barre and Shedder -OSS would include the activities as shown hereunder:

|  |  |  |
| --- | --- | --- |
| Ser No. | Description of Facilities | Proposed Rehabilitation |
| **1** | **Block Work** |  |
| 1.1 | Partition Wall | Construction of missing partition walls made of 150mm think Hollow Concrete Block |
| **2** | **Roofing Work** |  |
| 2.1 | Corrugated Iron sheet | Inspect leakage areas, repair and fix joints and loose nails, remove and replace damaged CIS sheets. |
| 2.2 | Gutter and Down pipes | Repair and fix roof gutter and down pipes for the Office building. Supply and fix roof gutter and down pipes for the toilets. |
| 2.3 | Fascia board | Repair, supply and fix wooden fascia board |
| **3** | **Ramp Access** |  |
| 3.1 | Concrete Ramp | Provide concrete ramp for PWD access to the buildings and toilet (Tsore Camp) |
| 3.2 | Hand rails for Ramp | Provide hand rails made of circular tubular steel for the ramps. |
| **4** | **Metal Door and Windows** |  |
| 4.1 | Metal door and windows | Supply and fix complete metal door and windows for building and toilet. |
| **5** | **Glazing Works** |  |
| 5.1 | Glazing works | Replace, supply and fix damaged 4 mm thick glazing for door and windows. |
| **6** | **Finishing Works** |  |
| 6.1 | Internal wall finish | Apply gypsum coat for internal plastered walls to make smooth and even surfaces |
| 6.2 | External wall finish | Three coats of plastering in cement sand plaster (1:3) to external surface. |
| 6.3 | Floor Finish – Office Building | * 50 mm thick cement screed backing to receive ceramic tile flooring * Supply and fix floor finish made ceramic/PVC/Terrazzo tiles for the office building, including skirtings. |
| 6.4 | Floor & wall Finish - Toilets | Supply and fix ceramic floor and wall tiles for the toilets. |
| 6.5 | Window sill | Supply and fix terrazzo window sill |
| 6.6 | Chip Wood Ceiling | Inspect, repair and fix damaged chip wood to ensure intact and smooth surface to receive paints. |
| 6.7 | Pavement work | Provide concrete pavement around the building |
| 6.8 | Painting Work | * Internal gypsum wall finish; * Chip wood ceiling * External rendered wall surfaces |
| **7** | **Sanitary/Mechanical Works** |  |
| 7.1 | Piping works | Replace, supply and fix existing piping works for water supply and waste water system. |
| 7.2 | Manholes | Repair existing manholes and ensure properly covered with concrete |
| 7.3 | Vent pipes | Install vent pipes to manholes and septic tank |
| 7.4 | Sanitary fixture: Hand wash basin | Remove and replace the existing hand wash basin with standard type fixture |
| 7.5 | Sanitary Fixture: Squatting pan | Remove and replace the existing squatting pan with standard type fixture |
| 7.6 | Elevated Water Tanker | Supply and install Elevated water tanker with complete piping connection works. |
| 7.7 | Storm water Drainage | Ensure the rainwater through downpipes and surface water collected properly and channeled away from the buildings. |
| 7.8 | Fire Fighting System | * Provide and install fire extinguishers; * Supply and fix smoke detectors. |
| **8** | **Electrical Works** |  |
| 8.1 | External Power Connection |  |
| 8.1.1 | Main Distribution Board | Flush mounted Distribution Board in steel sheet enclosure, MDB with lockable door and including bus bars. |
| 8.1.2 | Manholes | Construct electrical manhole for connection to the buildings |
| 8.1.3 | Power cables | Supply and install power cable between the source and MDB. |
| 8.1.4 | Earthing | Provide earthing at the MDB |
| 8.2 | Internal cables and wiring | Supply and install all internal wiring for lighting and power sockets and ceiling fan |
| 8.3 | Lighting, ceiling fan and sockets fittings | Supply and fix missing lighting and power socket fixtures. |
| 8.4 | Tel/Data/TV System | Supply and install cabling and fixtures for Tel/Data and TV System |

Additional Facilities for all the three OSS Centres

|  |  |  |
| --- | --- | --- |
| Ser No. | Facility | Description of Work |
| **1** | **Guard House** | 3.0m x 3.0m guard house made of strip masonry foundation, HCB walls and covered with steel sheets. Metal LTZ door and windows. |
| **2** | **Outdoor waiting area /Open Shelter/** | About 50 m2 open shelter annexed to the building made of steel columns and steel sheet with 1.0m high HCB wall, and concrete paved floor.. |
| **3** | **Landscaping** |  |
| 3.1 | Walkway | Paving concrete and curb stone along the walkway |
| 3.2 | Greenery | Level the site and plant greeneries. |
| **4** | **Generator Shed** | Construct simple generator shed made of metal sheet and louvers for ventilation |
| **5** | **Perimeter Fence & Gate** |  |
| 5.1 | Perimeter Fence | * Construction of perimeter fence using steel post and CIS sheet |
| 5.2 | Gate | * Supply and fix main gate made of metal grill and sheet |

**2.4 Work Requirements**

i) Construction Drawings

*A complete list of the Drawings set out herein and attached as*

**ANNEX 01 – DRAWINGS**

|  |  |  |
| --- | --- | --- |
| 1 | Kebribeyah Oss Center | Architectural, Structural, Sanitary And Electrical With A Total Of 21 Drawings |
| 2 | Aw-barre Oss Center | Architectural, Structural, Sanitary And Electrical With A Total Of 21 Drawings |
| 3 | Shedder Oss Center | Architectural, Structural, Sanitary And Electrical With A Total Of 21 Drawings |

Drawings of the respective sites each having 21 drawings

ii) Technical Specifications & Bill of Quantities

**ANNEX 02 – TECHNICAL SPECIFICATION**

*Details the works description and technical requirements including a detailed description of all the work to be performed by the Contractor, including temporary work and the Employer’s technical requirements and references to this contract, drawings and BoQ included separately and form part of this contract.*

1. The contractor shall also provide the following for the completeness of the works;

* Provide equipment or materials if applicable and any the Employer will provide (see Sub-Clause 3.1)
* Ensure site occupational health & safety requirements at site (see Sub-Clause 3.1)
* Maintain regular reporting at site in relation to the Works and occupational, health and safety issues (see Sub-Clause 3.1)
* Maintain records of persons employed within the beneficial community of the project any including name, address and phone numbers (see Sub-Clause 3.1)
* Maintain and progress the works expeditiously to the requirements for the contract programme (see Sub-Clause 3.1)

**2.5 Programme**

The successful bidder will be expected to submit a contract programme in accordance with Clause 3.1 The Contract Programme must be in such form and detail as the Employer’s Representative requires and must contain as a minimum:

1. The order in which the Contractor proposes to carry out the Works;
2. The time limits within which submission of any Contractor’s documents are required under the Contract.

The Contract Programme must be prepared in sufficient detail to ensure the adequate planning, execution and monitoring of the Works. The networked activities must be detailed enough to provide a meaningful measurement tool for progress of works.

The Contract Programme must be resource loaded and include material, plant and labour. The labour resource assignment must be further broken down to clearly identify types (trade and/or discipline) and number of resources allocated to an activity.

The Contract Programme must be accompanied by and/or detail:

1. A programme narrative that describes the inclusions and assumptions made in preparing the Contract Programme;
2. A general description of the arrangements and methods which the Contractor proposes to adopt for carrying out the Works;
3. The critical path for the Works and a complete critical path analysis for the execution of the Works which must show clearly the links between activities and the float times available within the Contract Programme and the earliest start/earliest finish and latest start/latest finish times for each and every activity;
4. The Preliminary Programme may be prepared in MS Excel or MS Project. The Outline Statement of Proposed methods demonstrates the Bidder’s capacity to identify the core or sensitive components required to complete the works within the required quality expectations and indicated the approach that the Bidder intends to use in order to execute those components.
5. Details, and durations on Site, of the resources proposed to achieve the Contract Programme;
6. A manpower (resource) histogram detailing cumulative and monthly volumes by trade for the duration of the Works;
7. A detailed cash flow estimate, in quarterly periods, of all payments to which the Contractor may be entitled under the Contract;
8. A schedule of all submittals and material procurement activities, including time for submittals, re-submittals and reviews and time for any fabrication and delivery of manufactured products and samples. The interdependence of design, procurement and construction activities must be included in this schedule.

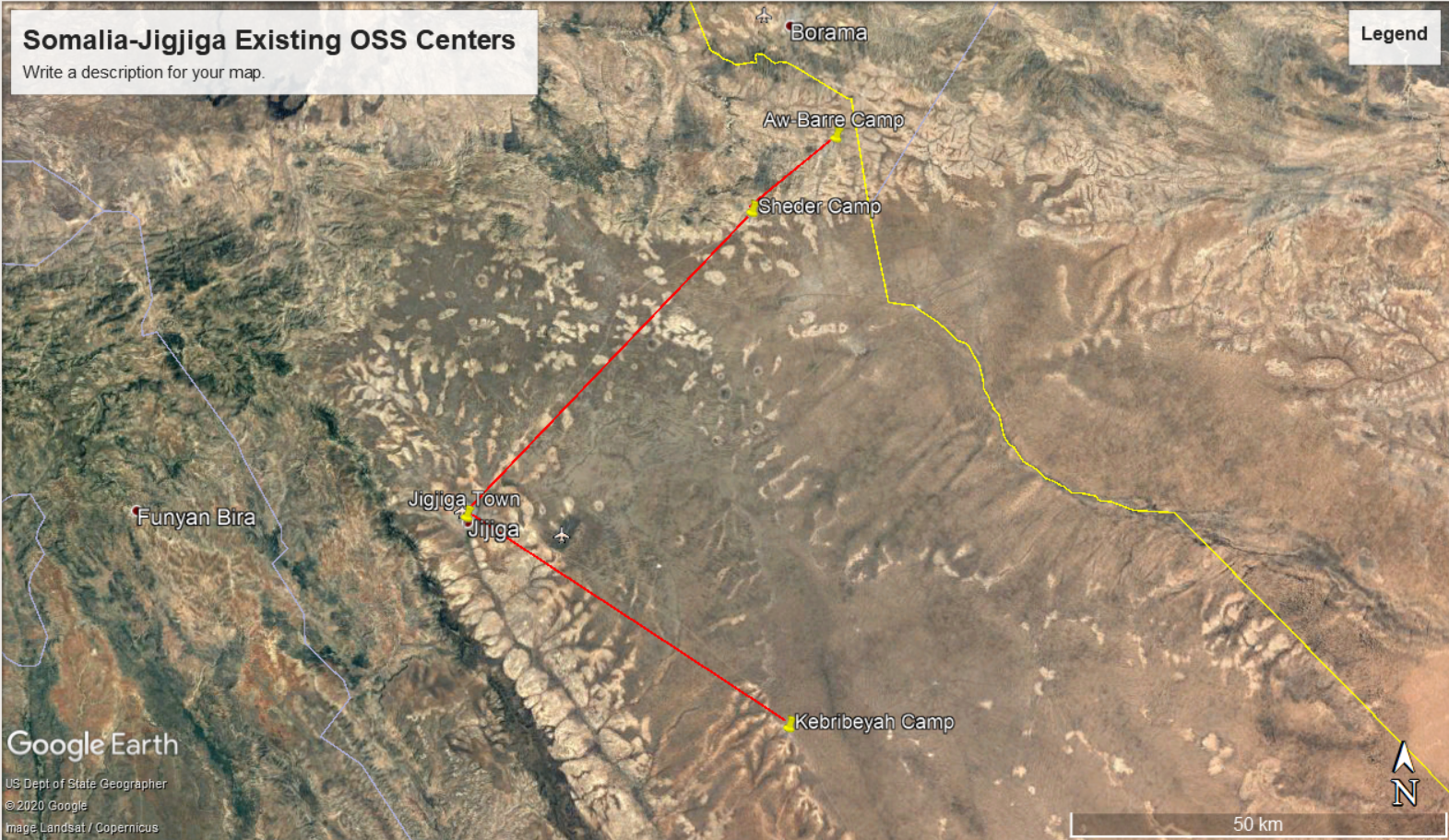
**2.6 Reporting Requirements**

1. Monthly Report with the following minimum information:
2. Executive Summary of construction activities during the month;
3. Background information of the construction work;
4. Detail work executed during the month;
5. Resource supply: Materials, workmen, equipment and tools;
6. Quality supervision and procedures made in the execution of the works;
7. Approvals made to construction resources on the basis of submittals, mock ups, tests, certificates, product catalogues etc...
8. Any changes, work orders and variations issued;
9. Any challenges and/or compensation events or unforeseeable obstructions;
10. Any defectives works identified during supervision and proposal for rectifications;
11. Detail work Plan for the next month as distinguished by weekly plans;
12. Pictures of the works at each stage

**SCHEDULE 3 - SCHEDULE OF SITE**

**3.1. Description of the Sites**

There exist three OSS centers with partial completion of infrastructure facilities under the Jigjiga UNHCR sub-office. Two of the OSS centers, Shedder Camp and Aw-Barre Camp, are located along one direction to the North-east about 56 Km and 72 Km from Jigjiga town respectively. Both Camps can be accessed from gravel road close to the boundary of the country with Somalia. Kebribeyah Camp is located South-east about 52 Km from Jigjiga town. The Oss site can be accessed through an asphalt road.

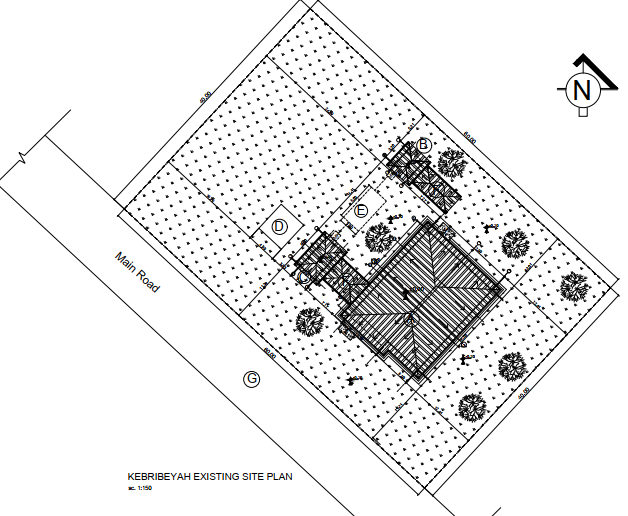


**Fig: Location of Kebribeyah, Aw-Barre and Shedder OSS Centers from Jigjiga Town**

Jigjiga is located 620Km from Addis Ababa in the Eastern Ethiopia-Somali Region. **Kebribeyah Camp**, one of the camps in the region, is located approximately 52km from Jigjiga town. The camp is surrounded by residential buildings of the local/host communities and refugees. The One-Stop-Shop of Kebribeyah Camp is located at 9O6’00.53”N and 43O10’29.65”E. The access road to Kebribeyah town is asphalt road. The internal road of the camp is gravel/muddy road. The camp and its vicinity are not considered as Cultural and Historical Heritage nor Archaeologically significant. There are Health Services, Educational Services, Government or non-Government offices, etc… at the vicinity of the camp which serves both the local/host communities and refugees. The livelihood of the community is mainly characterized by farming and livestock raising. The topography of the land is uniform with gentle slope. The climate is mostly hot with a temperature of approximately 26oC during day time of the site visit. Rainfall is during the months of (June, July and August). The area is not a seismic zone and flooding hazard happens only during the rainy season. The soil type is predominantly covered by soft soil with weathered rock underneath. The major plant at the area is shrubs.

**Aw-barre Camp**, one of the camps in the region, is located approximately 72km from Jigjiga town. The camp is surrounded by residential buildings of the local/host communities and refugees. The One-Stop-Shop of Aw-barre Camp is located at 9O47’17.58”N and 43O13’58.78”E. The access road to Aw-barre town is gravel road. The internal road of the camp is gravel/muddy road. The camp and its vicinity are not considered as Cultural and Historical Heritage nor Archaeologically significant. There are Health Services, Educational Services, Government or non-Government offices, etc… at the vicinity of the camp which serves both the local/host communities and refugees. The livelihood of the community is mainly characterized by farming and livestock raising. The topography of the land is uniform with gentle slope. The climate is mostly hot with a temperature of approximately 26oC during day time of the site visit. Rainfall is during the months of (June, July and August). The area is not a seismic zone and flooding hazard happens only during the rainy season. The soil type is predominantly covered by soft soil with weathered rock underneath. The major plant at the area is shrubs.

**Shedder Camp**, one of the camps in the region, is located approximately 56km from Jigjiga town. The camp is surrounded by residential buildings of the local/host communities and refugees. The One-Stop-Shop of Shedder Camp is located at 9O41’52.73”N and 43O07’46.91”E. The access road to Shedder town is gravel road. The internal road of the camp is gravel/muddy road. The camp and its vicinity are not considered as Cultural and Historical Heritage nor Archaeologically significant. There are Health Services, Educational Services, Government or non-Government offices, etc… at the vicinity of the camp which serves both the local/host communities and refugees. The livelihood of the community is mainly characterized by farming and livestock raising. The topography of the land is uniform with gentle slope. The climate is mostly hot with a temperature of approximately 26oC during day time of the site visit. Rainfall is during the months of (June, July and August). The area is not a seismic zone and flooding hazard happens only during the rainy season. The soil type is predominantly covered by soft soil with weathered rock underneath. The major plant at the area is shrubs.

**Site Plan of Kebribeyah and Shedder OSS Centers**

**3.2. Access to the Site**

There is no problem of accessing the sites during and after construction.

**3.3 Site Security**

The sites and their surroundings are managed by ARRA (Agency for Refugees and Returnees Affairs. Although there exists no significant concern in accessing the site, ARRA has stringent security requirement to be examined and considered prior to accessing the site. UNOPS and UNHCR will be continually in contact with ARRA and support the Contractor in securing timely access permit to the site.

**SCHEDULE 4 - SCHEDULE OF CONTRACT PRICE & PAYMENT**

1. **Contract Price**

The Works shall be measured and valued for payment and the final Contract Price will be determined on the basis of the actual quantities of work and materials utilized in the complete and satisfactory performance of the Works as certified by the Employer’s Representative at the appropriate rate or price specified in the Bill of Quantities (BoQs).

1. **Bill of Quantities (BoQs)**

BoQ format as per the ITB

1. **Schedule of Rates for Variations**

The rates for the purposes of valuing Variations are set out below.

The rates set out are fixed for the duration of the Contract and are not subject to escalation or adjustment for rises or falls in the cost of labour, goods, material and other inputs to the Works. The rates set out in the Schedule of Rates also include provision for Contractor’s overheads and profit.

Any variation shall be rated as per the BoQ rates. Items which are not included in the BoQ shall be agreed by both parties as per the compared current market prices.

1. **Invoicing & Payment (see Sub-Clause 4.1)**

**Monthly Progress Payments**

At the end of each month (or as otherwise agreed by the Parties) the Contractor must submit an invoice to the Employer’s Representative.”]