

UNITED NATIONS OFFICE FOR PROJECT SERVICES

and

(2) **[Insert Consultant's Name]**

**Feasibility Studies and Design of Priority Urban Roads in Kismayo and Baidoa of Somalia**

**Contract No.: 002 SOCO-2019-CCSW**

**RFP/2018/7712**

**January 2019**

**CONTRACT FOR CONSULTANT SERVICES FOR WORKS**

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**SCHEDULES**

- Schedule 1 - Terms of Reference
- Schedule 2 - Details
- Schedule 3 - Equipment, Facilities, Personnel and Services of Others to be Provided by the Employer
- Schedule 4 - Remuneration and Payment
- Schedule 5 - Time Schedule for Services
- Schedule 6 - Insurances
- Schedule 7 - Key Personnel

**INSTRUMENT OF AGREEMENT**

**THIS CONTRACT** is made on the [insert] day of [insert month] 20[insert].

**BETWEEN**

(1) **The United Nations Office for Project Services ("UNOPS")**, an organ of the United Nations, having its postal address at [address], [insert name of city and country] (the "**Employer**"); and

[(2) [insert name], a [insert type of company e.g. limited liability] company incorporated under the laws of [insert] and having its registered address at [address], [insert name of city and country] (the "**Consultant**").] [Use in case of a single Consultant]

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

(3) [insert name], a [insert type of company e.g. limited liability] company incorporated under the laws of [insert] and having its registered address at [address], [insert name of city and country] (together the "**Consultant**").] [Use in case of a joint venture, association or consortium]

**BACKGROUND**

A The Employer intends to implement the Works.

B The Services are required in relation to the implementation of the Works.

C The Consultant has represented to the Employer that it has the appropriate experience, expertise, licences and resources to undertake the Services and has agreed to undertake the Services in accordance with the Contract.

D In reliance on the Consultant's representations the Employer has entered into the Contract.

E The Contract sets out the terms and conditions upon which the Consultant will undertake the Services.

**THE AGREEMENT:**

1. The Employer agrees to pay the Consultant in accordance with Clause 5 of the Contract and Schedule 4 [*Remuneration and Payment*], in consideration for the Consultant executing and completing the Services and otherwise performing all of its obligations in accordance with the Contract.

2. In the Contract, words and expressions shall 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:

- 3.1 this Instrument of Agreement;
- 3.2 Schedule 2 [*Details*];
- 3.3 the Particular Conditions (if any);
- 3.4 the General Conditions;
- 3.5 the remaining Schedules.

**SIGNING PAGE**

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

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

**[insert name of authorised signatory of UNOPS]**

Duly authorised to sign the 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 Consultant]** [In case of a joint venture, association or consortium, the party designated in the bid/proposal as authorized to represent the joint venture, association or consortium shall sign the Contract]

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

In the presence of: \_\_\_\_\_

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

Address \_\_\_\_\_

Occupation \_\_\_\_\_

## GENERAL CONDITIONS

### 1. GENERAL PROVISIONS

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#### 1.1 Definitions

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In the Contract, the following words and expressions shall have the meanings stated below. Words indicating persons or parties include corporations and other legal entities, except where the context requires otherwise.

**"Affiliate"** means:

- (a) the ultimate parent company of a Party; or
- (b) any company controlled by that ultimate holding company; or
- (c) any company controlling a Party; or
- (d) any company controlled by a Party.

**"Agreed Compensation"** means the sums as defined in Schedule 4 [*Remuneration and Payment*] which are payable to the Consultant under the Contract.

**"Authority(ies)"** means all local, regional, territorial, free zone, municipal government, ministry, governmental department, commission, board, bureau, agency, instrumentality, executive, judicial or administrative body, recognised by the United Nations and having jurisdiction over the Services and the Consultant as well as its Affiliates.

**"Commencement Date"** means the date stated in Schedule 2 [*Details*].

**"Consultant(s)"** means the company(ies) named in the Instrument of Agreement, who is/are employed by the Employer to perform the Services, and legal successors to and permitted assignees of such company(ies).

**"Consultant's Representative"** means the person designated by the Consultant in accordance with Sub-Clause 3.3.

**"Consultant's IPR"** means all intellectual property rights owned or held by the Consultant in accordance with Sub-Clause 1.7.

**"Contract"** means the Instrument of Agreement, Schedule 2 [*Details*], the Particular Conditions (if any), the General Conditions, the remaining schedules as listed in the Instrument of Agreement.

**"Contractor(s)"** means the contractor(s) responsible for implementing the Works in relation to which the Services are required.

**"Convention on the Privileges and Immunities of the United Nations"** means the convention adopted by the General Assembly on 13 February 1946, which defines and specifies numerous issues relating to the status of the United Nations, its assets and its officials, in terms of the privileges and immunities that must be granted to them by its Member States.

**"Country"** means the country where the Works are to be implemented.

**"Date of the Contract"** means the date of execution of the Contract, as stated in the Instrument of Agreement.

**"Day"** means a business day in the city stated in Schedule 2 [*Details*].



**"Deductible"** means the maximum amount which the Consultant may be responsible under the insurance policies required under the Contract before the insurance may be responsible under such policies.

**"Deliverable"** means a document to be prepared by the Consultant under the Contract and includes any documents identified in Schedule 1.

**"Dispute"** means all disputes or disagreements arising out of or in connection with the formation, performance, interpretation, nullification, termination or invalidation of the Contract or the Services, or any other related dispute or disagreement.

**"Document"** means each Deliverable and any other document, plan, design, specification, report, or other document required to be prepared by the Consultant as part of the Services.

**"Employer"** means the Party named in the Instrument of Agreement, who employs the Consultant, and legal successors to the Employer and permitted assignees.

**"Employer's IPR"** means all intellectual property rights owned or held by the Employer in accordance with Sub-Clause 1.7.

**"Employer's Representative"** means the person designated by the Employer in accordance with Sub-Clause 2.1.

**"Final Completion of the Services"** means when all the Services have been provided by the Consultant and accepted by the Employer, unless the Contract has been otherwise terminated in accordance therewith. This shall not relieve the Consultant of its obligation to rectify at his own cost any defect in the Services that may occur during and until the expiry of the Liability Period as set out in Schedule 2 [Details].

**"Final Completion of the Works"** means when the Works have reached Final Completion under the contract(s) between the Employer and the Contractor(s) responsible to implement the Works.

**"FIDIC"** means the Fédération Internationale des Ingénieurs-Conseils (a/k/a the International Federation of Consulting Engineers).

**"IPR"** means all intellectual property rights conferred by Law or equity and subsisting anywhere in the world, including:

- (a) (i) copyright; (ii) inventions (including patents, innovation patents and utility models); (iii) confidential information, trade secrets, technical data and know-how, whether or not confidential and in whatever form held, including formulae, design specifications, drawings, data, manuals and instructions; (iv) designs; (v) trademarks and service marks; and (vi) circuit layout designs, topography rights and rights in databases, whether or not any of these is registered, registrable or patentable;
- (b) any similar rights resulting from intellectual activity in the industrial, commercial, scientific, literary or artistic fields which subsist now or in the future; and
- (c) any applications and the right to apply for registration of any of the above; and
- (d) any information or advice that is subject to legal professional privilege.

**"General Assembly"** means the main deliberative, policymaking and representative organ of the United Nations (UN).

**"Key Personnel"** means those persons specified in Schedule 7 [Key Personnel] in the capacity and role identified therein.

**"Law(s)"** means:

- (a) all legislation, including, decrees, resolutions, acts, statutes, ordinances, rules, regulations, directives and other orders, treaties, by-laws, codes of practice and other subordinate legislation of the Country or any country in which the Services are performed;
- (b) the requirements, rules and regulations of any Authority, including legislation and regulations covering the registration and licensing of the Consultant necessary for the proper execution of the Services in accordance with the Agreement; and
- (c) the guidelines of the Country or any country in which the Services are performed and of all relevant Authorities, with which the Consultant is legally required to comply.

**"Liability"** means any liability or obligation (whether actual, contingent or prospective) including for any loss irrespective of when the acts, events or things giving rise to the liability or obligation occurred.

**"Local Currency"** means the currency stated in Schedule 4 [*Remuneration and Payment*] and **"Foreign Currency"** means any other currency.

**"Member States"** means a government of a country that holds membership of the United Nations.

**"New IPR"** has the meaning as defined in Sub-Clause 1.7(h).

**"Party"** and **"Parties"** means the Employer or/and the Consultant and **"third party"** means any other person or entity as the context requires.

**"Personnel"** means any director, secretary, officer, staff, employee, subcontractor, representative or agent.

**"Site"** means the location where the Works in relation to which the Services are required are to be implemented.

**"Services"** means the services defined in Schedule 1 to be performed by the Consultant in accordance with the Contract.

**"Subcontractor"** or **"Subconsultant"** means any subcontractor or subconsultant engaged by the Consultant to perform a part or parts of the Services.

**"Term of the Contract"** means that the Contract shall remain in force until Final Complementation of the Services, unless otherwise terminated in accordance with the Contract.

**"Use"** has the meaning in Sub-Clause 1.7(a).

**"Variation"** means a change, alteration, addition or omission to the Services which is instructed by the Employer under Sub-Clause 4.4.

**"Works"** means the works in relation to which the Services are required, as described in Schedule 2 [*details*].

**"written"** or **"in-writing"** mean hand-written, type-written, printed or electronically made and resulting in a permanent un-editable record.

**"year"** means 365 days.

## 1.2 Interpretation

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- (a) The marginal words and other headings in the Contract shall not be taken into consideration in the interpretation of the Contract.
- (b) The singular includes the plural and vice-versa where the context requires.
- (c) The documents forming the Contract are to be taken as mutually explanatory of one another and shall be read as a whole. For the purposes of interpretation, the priority of the documents shall be in accordance with the following sequence:
  - (a) the Instrument of Agreement;
  - (b) Schedule 2 [*Details*];
  - (c) the Particular Conditions (if any);
  - (d) the General Conditions; and
  - (e) the remaining Schedules.
- (d) Notwithstanding the priority of documents, if there is any ambiguity or discrepancy in or between the documents forming the Contract in regard to the obligations or requirements for the standard or quality of Services, then the higher or more onerous obligation or requirement shall prevail.
- (e) Words indicating one gender include all genders.
- (f) Provisions including the word “agree”, “agreed” or “agreement” require the agreement to be recorded in writing, and signed by both Parties.

## 1.3 Communications

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- (a) Whenever the Contract provides for the giving or issue of any notice, instruction or other communication by any person, unless otherwise specified such communication shall be:
  - (a) in writing;
  - (b) marked to the attention of the relevant representative of the Parties as set out in Schedule 2 [*Details*]; and
  - (c) either:
    - (A) delivered at the address set out in the Schedule 2 [*Details*]; or
    - (B) sent by facsimile to the facsimile number of the addressee set out in the Schedule 2 [*Details*]; or
    - (C) sent as a document, signed, scanned and attached in an email to the email address set out in the Schedule 2 [*Details*]
- (b) If the addressee has notified in writing a change of fax number or email address, then the communication shall be to that number or address.
- (c) A notice, approval, consent or other communication takes effect from the time it is received unless a later time is specified in it.

- (d) A delivery, letter, document attached to an email or facsimile is deemed to be received:
  - (a) in the case of a delivery to the relevant address when delivered to the relevant address (against a written receipt);
  - (b) in the case of a facsimile, on production of a transmission report by the machine from which the facsimile was sent which indicates that the facsimile was sent in its entirety to the facsimile number of the recipient; and
  - (c) in the case of a document attached to an email, upon receipt of the email in the inbox of the recipient's address.
- (e) For the avoidance of doubt, any notice or other communication will not be deemed to have been given or made under the Contract if it is in the form of email (other than as an attached document in accordance with Sub-Clause 1.3(c)) or minutes of any meetings.
- (f) Approvals, certificates, consents and determinations shall not be unreasonably withheld or delayed. When a certificate is issued to a Party, the certifier shall send a copy to the other Party. When a notice is issued to a Party, by the other Party, a copy shall be sent to the other Party, as the case may be.

#### **1.4 Language**

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- (a) The language for notices, instructions and communications shall be English.
- (b) Unless otherwise specified in the Contract, the Consultant's Documents will be written in English.

#### **1.5 Change in Laws**

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In the event of a change in Laws, the Agreed Compensation shall be adjusted accordingly.

#### **1.6 Assignments and Sub-Contracts**

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- (a) The Consultant shall not assign transfer or otherwise dispose of the rights or benefits under the Contract, without the prior written consent of the Employer.
- (b) The Employer may assign, transfer or otherwise dispose of its rights under the Contract without the written consent of the Consultant.
- (c) The Consultant shall not initiate or terminate any sub-contract for the performance of all or part of the Services without the prior written consent of the Employer.

#### **1.7 Employer's and Consultant's Intellectual Property Rights (IPR)**

---

- (a) The Employer grants to the Consultant for the Term of the Contract a non-exclusive, personal, non-transferable, royalty free licence to use, modify, enhance, alter or decompile (**Use**) the Employer's IPR necessary for the performance of the Services.
- (b) Any documentation and information supplied by the Employer to the Consultant for the purposes of performing the Services:
  - (a) shall not be used, copied or reproduced by the Consultant for any other purpose; and
  - (b) remains the property of the Employer and shall be returned to it upon request upon Final Completion of the Services or prior termination of the Contract.

- (c) The Consultant grants to the Employer a perpetual, unrestricted, non-exclusive, irrevocable, transferable, royalty-free licence (with a right to sub-licence) to Use (including for the purpose of the disclosure of information or documentation to third parties) the Consultant's IPR which are required by the Employer for:
  - (a) assessment of the performance of the Services;
  - (b) the design, construction, commissioning and/or expansion of the Works; and
  - (c) the operation, support and maintenance of the Works and the use and enjoyment of the Deliverables, or any part of the Deliverable, in connection with the Works.
- (d) Any enhancement, adaptation, change, modification or development (**Enhancements**) of the Employer's IPR is the property of the Employer.
- (e) Any Enhancements of the Consultant's IPR, whether arising as part of the Consultant's performance of the Services or otherwise, is the property of the Consultant.
- (f) The Employer grants to the Consultant a non-exclusive, personal, non-transferable, royalty free licence to Use any Enhancements to the Employer's IPR which are required by the Consultant for the performance of the Services.
- (g) The Consultant grants to the Employer a non-exclusive, irrevocable sub-licensable, perpetual, transferable and royalty free license to Use any Enhancements to the Consultant's Existing IPR for:
  - (a) assessment of the performance of the Services; and
  - (b) the operation, support and maintenance of the Works and the use and enjoyment of the Consultant's Deliverables in connection with the Works.
- (h) All IPR created by the Consultant specifically for the Works in performing the Services (**New IPR**) shall vest immediately in the Employer.
- (i) The Employer grants to the Consultant a non-exclusive and royalty free licence to Use the New IPR to the extent necessary for the performance of the Services.
- (j) Prior to and as a condition of Final Completion or on termination of the Agreement, the Consultant shall provide to the Employer all documentation, data and other information that contains New IPR in the Consultant's possession in an electronic and unlocked format.

## 1.8 Third Party's Intellectual Property Rights (IPR)

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- (a) If any Third Party's IPR forms part of the Services or is necessary to the functioning or operation of the Deliverables, the Consultant shall ensure that the Employer is granted a licence to Use the Third Party's IPR for:
  - (a) assessment of the performance of the Services;
  - (b) the design, construction, commissioning and/or expansion of the Works; and
  - (c) the operation, support and maintenance of the Works and the use and enjoyment of the Deliverables, or any part of the Deliverable, in connection with the Works.

## **1.9 Employer's Document Management System**

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- (a) In addition to the Consultant's obligations under Sub-Clauses 1.3, if requested by the Employer, the Consultant shall upload copies of all notices, instructions and other communications under the Contract to the Employer's Document Management System.
- (b) The Employer shall provide to the Consultant the necessary training to use of its Document Management System, as may be reasonably requested by the Consultant, to enable the Consultant to comply with its obligations under this Sub-Clause.

## **1.10 Confidentiality**

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- (a) Subject to the following Sub-Clauses, the Parties shall keep confidential and shall not, without the prior written consent of the other Party, disclose to any third party the terms and conditions of the Contract or any documents or other information furnished directly or indirectly by either Party in connection with the Contract or the Services, irrespective of whether such information has been furnished prior to the making of the Contract or at any time.
- (b) Either Party may disclose the terms and conditions of the Contract and any documents and information acquired by it under or pursuant to the Contract without the prior written consent of the other Party if such disclosure is made in good faith:
  - (a) to the extent required by applicable Laws;
  - (b) to any insurer under a policy of insurance issued pursuant to the Contract;
  - (c) to its internal organs, including its directors, employees and officers and the General Assembly in the case of the Employer;
  - (d) to any Subcontractor for the furtherance of the performance of that Party's obligations under the Contract;
  - (e) to outside consultants or advisers engaged by or on behalf of the disclosing Party and acting in that capacity in connection with the Services (including insurance, tax and legal advisers); or
  - (f) to the appropriate authorities of Member States pursuant to the Employer's obligations under the Convention on the Privileges and Immunities of the United Nations.
- (c) The obligations under this Sub-Clause shall not apply to information and documents which:
  - (a) now or in the future have entered the public domain through no fault of the disclosing Party; or
  - (b) otherwise lawfully become available to the disclosing Party from a third party under no obligation of confidentiality.
- (d) This Sub-Clause shall survive the expiry or termination of the Contract.

## **1.11 Official-Not-To-Benefit, Corruption and Fraud**

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- (a) The Consultant warrants that it has not engaged, or attempted to engage, in any way whatsoever, in any corruption or fraud in connection with the selection process or the execution of the Contract or any other activities of the Employer or any other entity of the United Nations, involving, in any way whatsoever, any Employer's Personnel or

Employer's Representative, officials, or other agent of the Employer or any other entity of the United Nations.

- (b) In this Sub-Clause, “**Corruption**” means the offering, giving, receiving or soliciting from or to any person, directly or indirectly, anything of value as an inducement or reward:
  - (a) for doing or forbearing to do any action in relation to the Agreement or the selection process, or any other activities of the Employer or of any other entity of the United Nations; or
  - (b) for showing or forbearing to show favour or disfavour to any person in relation to the Agreement, or any other activities of the Employer or of any other entity of the United Nations.
- (c) In this Sub-Clause, “**Fraud**” means a misrepresentation or omission of facts in order to influence, or to attempt to influence, the selection process or the execution of the Contract or any other activities of the Employer or of any other entity of the United Nations. The Consultant acknowledges and agrees that any breach of this Sub-Clause shall entitle the Employer to terminate the Contract immediately upon the provision of a written notice without any liability to the Consultant for termination charges or any other liability of any kind.

#### 1.12 Entire Agreement

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The Contract constitutes the entire agreement between the Employer and the Consultant with respect to the subject matter of the Contract and supersedes all prior arrangements, representations, communications, negotiations, agreements and contracts (whether written or oral) made between or entered into by the Parties with respect to the subject matter of the Contract prior to the Date of the Contract.

#### 1.13 Severability

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If the enforcement or operation of any provision or part of the Contract is prohibited by Law or is by Law rendered void, invalid or unenforceable, such prohibition, voidness, invalidity or unenforceability shall not affect the validity or enforceability of the rest of that provision and/or any other provisions of the Contract.

#### 1.14 Counterparts

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The Contract may be executed in any number of counterparts, all of which when taken together shall constitute the one and the same instrument.

#### 1.15 Independent Consultant

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The Consultant shall be an independent consultant performing the Contract and is not and shall not be considered to be an employee or agent of the Employer. The Contract does not create any partnership, joint venture or other joint relationship between the Employer on the one hand and the Consultant on the other hand.

#### 1.16 Privity

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No provision of the Contract is intended to or does confer upon any third party (including any Subcontractor) any implied benefit or right enforceable at the option of the third party against the Employer.



**1.17 Waiver**

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- (a) None of the terms, provisions or conditions of the Agreement shall be considered waived by the Employer unless a waiver is given in writing by the Employer.
- (b) Any waiver of the Employer's rights, powers or remedies under the Agreement shall be dated and signed by the Employer's Representative granting such waiver and shall specify the right and the extent to which it is being waived.
- (c) Any waiver under this Sub-Clause is without prejudice to the privileges and immunities of the United Nations, of which the Employer is an integral part, as expressly reserved under Sub-Clause 9.1 [*Privileges and Immunities*].

**1.18 Publicity and Use of the Name, Emblem of the Employer and the United Nations**

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- (a) The Consultant shall not:
- (a) advertise or otherwise make public for purposes of commercial advantage or goodwill that it has a contractual relationship with the Employer; or
  - (b) in any manner whatsoever 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 in connection with its business or otherwise without the prior written permission of the Employer.
- (b) This Sub-Clause shall survive the expiry or termination of the Agreement.

**1.19 Mines**

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- (a) The Consultant warrants and represents that neither it, nor any of the Consultant's subsidiaries or Affiliates (if any) is engaged in the sale or manufacture of anti-personnel mines or components utilised in the manufacture of anti-personnel mines.
- (b) The Consultant acknowledges and agrees that any breach of this Sub-Clause shall entitle the Employer to terminate the Contract immediately by providing a written notice to the Consultant without any liability to the Consultant for termination charges or any other liability of any kind.

**1.20 Unexploded Ordinances**

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If at any time during the carrying out of the Services an unexploded ordinance or land mine is discovered at the Site, the Consultant shall immediately stop all work at the Site, notify the Employer's Representative, and as applicable, take all necessary steps to ensure the safety of all persons and property and secure the Site. The Consultant shall immediately resume work at the Site when instructed by the Employer's Representative.

**1.21 Blasting**

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- (a) The Consultant shall not instruct the use any explosives without the prior written permission of the Employer. The Consultant shall comply with all regulations in force in the Country regarding the use of explosives and shall provide appropriate storage facilities before applying for permission to use any explosives.
- (b) The Employer's approval or refusal to permit the use of explosives shall not relieve the Consultant from any of its warranties, obligations or liabilities under or in connection with the Contract and the Consultant shall not be entitled to any additional time or additional costs for the performance of the Services in relation to such approval or refusal.



## **2. THE EMPLOYER**

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### **2.1 Employer's Representative**

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- (a) The Employer's Representative shall be the person designated by the Employer in Schedule 2 [*Details*] to be his representative for the administration of the Contract.
- (b) Except as otherwise specified in the Contract, no comment, review, representation, inspection, testing, certificate, consent, examination, approval, instruction, notice, proposal, request or similar act (including absence of disapproval) by or on behalf of the Employer or the Employer's Representative shall relieve, reduce or otherwise affect the Consultant's undertakings, warranties, obligations or liabilities, including responsibility for errors, omission, discrepancies and non-compliances.

### **2.2 Information**

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In order not to delay the Consultant in the performance of the Services, the Employer shall within a reasonable time give to the Consultant free of cost all information which may pertain to the Services which the Employer is reasonably able to obtain.

### **2.3 Decisions**

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On all matters referred to him in writing in accordance with the Contract by the Consultant the Employer shall give his decision in writing within a reasonable time so as not to delay the Services.

### **2.4 Equipment, Facilities, Personnel and Services of Others to be Provided by the Employer**

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- (a) If provided in the Contract, the Employer shall make available, free of cost, to the Consultant for the purpose of the Services the equipment and facilities described in Schedule 3 [*Equipment, Facilities, Personnel and Services of Others to be Provided by the Employer*].
- (b) The Employer shall arrange at his cost the provision of Personnel and Services of others as described in Schedule 3 [*Equipment, Facilities, Personnel and Services of Others to be Provided by the Employer*]. The Consultant shall co-operate with such Personnel and the suppliers of such services, but shall not be responsible for them or their performance.

### **2.5 Payment of Services**

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The Employer shall pay the Consultant for the Services in accordance with Clause 5 of the Contract and Schedule 4 [*Remuneration and Payment*].

## **3. THE CONSULTANT**

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### **3.1 Services**

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- (a) The Consultant shall provide the Services as stated in Schedule 1, including the obligation for the Consultant to rectify, at his own cost, any defects in the Services that may occur during the implementation of the Works and thereafter.
- (b) In providing the Services, the Consultant shall exercise reasonable skill, care and diligence, and comply with any applicable Law and relevant standards, including UNOPS' design planning manual(s) as specified in Schedule 1.

- (c) The Consultant shall, at its own cost, at all times during the performance of the Services, be, and ensure that any person who carries out any part of the Services is, registered and/or licensed as required by any Law or Authority to perform the Services.

### **3.2 Employer's Property**

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Anything supplied by or paid for by the Employer for the use by the Consultant shall be and remain the property of the Employer.

### **3.3 Consultant's Representative**

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- (a) The Consultant's Representative shall be the person designated by the Consultant in Schedule 2 [*Details*] to be his representative for the administration of the Contract.
- (b) If required by the Employer, the Consultant shall designate an individual to liaise with the Employer's Representative in the Country.

### **3.4 Consultant's Key Personnel**

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The key personnel who are proposed by the Consultant to provide the Services shall be subject to acceptance by the Employer with regard to their qualifications and experience and shall be listed in Schedule 7 [*Key Personnel*]. Such acceptance shall not be unreasonably withheld.

### **3.5 Changes in Personnel**

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- (a) If it is necessary to replace any of the personnel provided by the Consultant, the Consultant shall arrange for such replacement by a person of comparable competence as soon as reasonably possible.
- (b) The cost of such replacement shall be borne by the Consultant.

### **3.6 Subcontractors/Subconsultants**

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- (a) The Consultant shall not subcontract the whole or any part of the performance of the Services without the Employer's prior written consent, which consent shall not be unreasonably withheld. Any consent given by the Employer may be on reasonable conditions determined by the Employer.
- (b) The Consultant shall ensure that any Services performed by a Subcontractor/Subconsultant are in accordance with the Contract.
- (c) The Consultant's obligations under the Contract are not lessened or otherwise affected by entering into any contract with a Subcontractor. The Consultant is solely responsible for its Subcontractor and any act or omission of any Subcontractor or those for whom the Subcontractor is responsible.

### **3.7 Alcoholic Liquor or Drugs**

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The Consultant shall not bring, import, sell, give, barter or otherwise dispose of any alcoholic liquor or drugs onto the Site, or permit or suffer any such importation, sale, gift, barter or disposal by its employee, agents, staff, labour, subcontractors, or subconsultants.

### **3.8 Arms, Ammunition and Explosives**

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Unless instructed or permitted by the Employer in writing, the Consultant 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.

### **3.9 Festivals and Religious Customs**

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The Consultant shall in all dealings with its personnel have due regard to all recognised festivals, days of rest and religious or other customs.

### **3.10 Epidemics**

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In the event of any outbreak of illness of an epidemic nature in the Country, the Consultant shall comply with and carry out such regulations, orders and requirements as may be made by the Authorities or local medical or sanitary authorities for the purpose of dealing with or overcoming the epidemic.

### **3.11 Child Labour**

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- (a) The Consultant represents and warrants that neither it nor any of its Affiliates (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, amongst other things, requires that a child shall 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.
- (b) The Consultant acknowledges and agrees that any breach of this Sub-Clause shall entitle the Employer to terminate the Agreement immediately upon the provision of a written notice without any liability as a result of the termination or any other liability of any kind.

### **3.12 Sexual Exploitation**

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- (a) The Consultant shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by the Consultant'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 Consultant's Personnel.
- (b) In addition, the Consultant shall refrain from, and shall 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 in sexual activities that are exploitive or degrading to any person.
- (c) The Consultant acknowledges and agrees that any breach of this Sub-Clause shall entitle the Employer to terminate the Agreement immediately upon the provision of a written notice without any liability as a result of the termination or any other liability of any kind.

## **4. DURATION, VARIATION, SUSPENSION AND TERMINATION**

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### **4.1 Commencement and Time Schedule for the provision of the Services**

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- (a) The Services shall commence on the Commencement Date, as indicated in Schedule 2 [*Details*] and last until Final Completion of the Services, as defined in Sub-Clause 1.1.
- (b) The Services shall be provided in accordance with the Estimated Time for Completion as set out in Schedule 2 [*Details*] and the time schedule as set out in Schedule 5 [*Time Schedule for the Provision of the Services*].

## 4.2 Delays

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If the Consultant believes it is entitled to an extension of time and associated costs as a result of an act or omission of the Employer, its personnel or contractors, the Consultant shall submit a claim to the Employer in accordance with Sub-Clause 8.1.

## 4.3 Force Majeure

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- (a) If the Services are delayed or suspended as a result of a Force Majeure event, the Consultant may be entitled to additional time and/or compensation. In this case, the Consultant shall inform the Employer in accordance with Sub-Clause 8.1.
- (b) Force Majeure shall be understood as an exceptional event or circumstance:
  - (i) which is beyond the Consultant's control;
  - (ii) which the Consultant could not reasonably have provided against before entering into the Contract;
  - (iii) which, having arisen, the Consultant could not reasonably have avoided or overcome; and
  - (iv) which is not substantially attributable to the Employer.
- (c) Force Majeure shall be constituted upon the occurrence of the following events or circumstances, so long as the above conditions are satisfied:
  - (i) war, (whether war be declared or not), invasion, act of foreign enemies within the Country;
  - (ii) rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war within the Country;
  - (iii) 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
  - (iv) earthquake, hurricane, typhoon, tsunami, fire, flooding or other natural disaster that are outside the normal range for that place at that time of year.

## 4.4 Variations

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- (a) At any time prior to the Final Completion of the Services, the Employer may instruct the Consultant to vary the Services. Such instruction shall be in writing.
- (b) Within 14 days of receiving such written instruction, or another time frame agreed upon with the Employer, the Consultant shall provide the Employer with a written proposal to implement the requested variation. Such proposal shall include additional time or/and costs necessary for such implementation. If any are available and relevant, the costs of a variation shall be based on the rates included in Schedule 4 [*Remuneration and Payment*].
- (c) As soon as practicable after having received such proposal, the Employer shall request further information from the Consultant or, when the Employer is satisfied with the proposal, provide a written notice to the Consultant, confirming the terms and conditions of the variation.

- (d) If the Services are varied, the Consultant shall be entitled to an extension of time and/or additional compensation, as applicable.
- (e) If the circumstances so required, the Consultant may propose the Employer in writing to vary the Services.

#### **4.5 Suspension of the Services and Termination of the Contract**

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- (a) The Employer may suspend all or part of the Services for any reasons by giving a 14-days written notice to the Consultant. Upon receiving such the Consultant shall immediately make arrangements to stop the Services and minimise expenditure.
- (b) In case of a suspension of the Service by the Employer, the Consultant may be entitled to additional time and/or compensation. In this case, the Consultant shall inform the Employer in accordance with Sub-clause 8.1.
- (c) If the Consultant is not discharging his obligations, the Employer may terminate the Contract by providing a further 14 days written notice to the Consultant.
- (d) The Employer may terminate the Contract for cause by providing a 14-day written notice to the Consultant.
- (e) The Employer may terminate the Contract for convenience by providing a 28-day written notice to the Consultant.
- (f) Upon termination of the Contract by the Employer, the Consultant shall stop the provision of the Services promptly and take all actions necessary or as may be directed by the Employer to transfer any documents, IPR and equipment to the Employer, as applicable.
- (g) Upon termination of the Contract, the Consultant shall be entitled to any outstanding payment for the Services provided up to the termination of the Contract, and to cover the costs reasonably incurred by the Consultant to bring the Services to an end.
- (h) The Consultant may, by providing a 28-day written notice to the Employer, terminate the Contract, or at his discretion, without prejudice to the right to terminate, suspend the provision of the whole or part of the Services:
  - (a) when 28 days after the due date for payment of an invoice he has not received payment of that part of it which has not by that time been contested in writing; or
  - (b) when Services have been suspended for a period exceeding 182 days.

#### **4.6 Accrued Rights, Claims and Liabilities of Parties**

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Termination of the Contract shall not prejudice or affect the accrued rights or claims and liabilities of the Parties.

### **5. PAYMENT**

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#### **5.1 Payment to the Consultant**

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The Employer shall pay the Consultant for the Services subject to Sub-Clause 6.7 [*Set-Off*] in accordance with the Contract, including for variations instructed in accordance with Sub-Clause 4.4 [*Variations*], in particular this Clause 5 and Schedule 4 [*Remuneration and Payment*].

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**5.2 Time for Payment**

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Unless the Employer objects in writing to the invoices of the Consultant in accordance with Sub-Clause 5.4, payments to the Consultant shall be made within 28 days upon receipt by the Employer of such invoices, unless otherwise stated in Schedule 4 [*Payment and Remuneration*].

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**5.3 Currency of Payment**

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Payments shall be made in the currency stated in Schedule 4 [*Remuneration and Payment*].

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**5.4 Disputed Invoices**

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If any item or part of an item in an invoice submitted by the Consultant is contested by the Employer, the Employer shall give a written notice of his intention to withhold payment with reasons and shall not delay payment of the remainder of the invoice.

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**5.5 Audit and Investigation**

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- (a) Each payment made by the Employer to the Consultant may be subject to a post-payment audit by auditors, whether internal or external, of the Employer or by other authorised and qualified agents of the Employer at any time during the Term of the Contract and for a period of two (2) years following the termination of the Contract. The Employer is entitled to a refund from the Consultant for any amounts shown by such audits to have been paid by the Employer other than in accordance with the terms and conditions of the Contract.
- (b) The Consultant acknowledges and agrees that, from time to time, the Employer may conduct investigations relating to any aspect of the Contract or the award thereof, the obligations performed under the Contract, and the operations of the Consultant generally relating to performance of the Contract. The right of the Employer to conduct an investigation and the Consultant's obligation to comply with such an investigation does not lapse upon Final Completion of the Service or prior termination of the Contract. The Consultant must provide its full and timely cooperation with any such inspections, post-payment audits or investigations. Such cooperation must include, but is not limited to, the Consultant's obligation to make available the Consultant's Personnel and any relevant documentation for such purposes at reasonable times and on reasonable conditions and to grant to the Employer access to the Consultant's premises at reasonable times and on reasonable conditions in connection with such access to the Consultant's Personnel and relevant documentation. The Consultant must require its agents, including, but not limited to, the Consultant's attorneys, accountants or other advisers, to reasonably cooperate with any inspections, post-payment audits or investigations carried out by the Employer.

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**5.6 Set-Off**

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The Employer, without prejudice to any other right it may have, may set-off any amount that may be due by the Consultant to the Employer under the Contract with any amount that may be due by the Employer to the Consultant under the Contract.

## **6. LIABILITIES**

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### **6.1 Joint Liability**

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In case the Consultant is a joint-venture, association or consortium, each party of such joint-venture, association or consortium shall be jointly liable to Employer for any and all of the obligations of the Consultant under the Contract.

### **6.2 Liability Period**

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Notwithstanding anything else in the Agreement or any legal requirement of the Country or any other jurisdiction (including, for the avoidance of doubt, the jurisdiction of the place of establishment of the Consultant), the Consultant shall not be liable to the Employer for any loss or damage resulting from any occurrence unless a claim is formally made against it before the expiry of the Liability Period as set out in Schedule 2 [*Details*].

### **6.3 Limit of Liability**

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The maximum compensation which the Consultant may have to pay to the Employer in respect of liability under Clause 6 shall be limited to the amount stated in the Schedule 2 [*Details*].

### **6.4 Exceptions**

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Sub-Clause 6.3 [*Limit of Liability*] does not apply to claims arising:

- (a) from deliberate default, fraud, fraudulent misrepresentation or reckless misconduct; or
- (b) otherwise than in connection with the performance of obligations under the Agreement.

## **7. INSURANCE**

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- (a) The Consultant shall undertake and maintain during the Term of the Contract, and shall require its Subcontractors to undertake and maintain, the following valid and enforceable insurances:
  - (a) Professional Liability Insurance;
  - (b) Public Liability Insurance;
  - (c) Employer's Liability Insurance;
  - (d) Any other insurance required in Schedule 6 [*Insurance*].
- (b) The above insurance shall meet the minimum requirements set out below and in Schedule 6 [*Insurance*].
- (c) The Consultant shall also procure and maintain during the Term of the Contract any other valid and enforceable insurance as may be required by Law and require its Subcontractors to effect and maintain such valid and enforceable insurance(s).
- (d) Unless otherwise instructed by the Employer, the Consultant's insurances shall be placed with insurers of good repute and with a financial rating of not lower than Standard & Poor's BBB, Moody's Baa or A.M. Best BBB+.
- (e) The Consultant shall immediately notify the Employer in writing of the occurrence of any of the following events:



- (i) any circumstance which may lead to the cancellation, non-renewal, suspension or impairment of any insurance undertaken pursuant to this Clause;
  - (ii) an insurer denying coverage or liability for a claim;
  - (iii) an insurer asserting orally or in writing, that one or more of the insurances is void, voidable or otherwise unenforceable; or
- (iv) it becoming aware of any circumstances which might lead to one or more of the insurances becoming void, voidable or unenforceable.
- (f) The Consultant shall provide the Employer with a no less than 28-day written notice in advance of the cancellation, non-renewal, suspension or impairment of any of the insurances taken out pursuant to this Clause.
- (g) The insurances referred to in this Clause shall:
  - (a) name the Employer as co-insured;
  - (b) contain a clause waiving the insurers' subrogation rights against each insured party, its personnel and agents (except where such rights are due to a vitiating act); and
  - (c) provide for a no less than 30-day written notice of their cancellation, non-renewal or amendment to be given to the Employer.
- (h) The Consultant shall, as soon as reasonably practicable, submit to the Employer copies of cover notes and/or a broker letter in evidence that:
  - (i) the insurances to be procured and maintained pursuant to this Clause have been undertaken by the Consultant; and
  - (ii) all premiums due have been paid.
- (i) Upon request of the Employer, the Consultant shall provide the Employer copies of the policies of the insurances required under this Clause.
- (j) If the Consultant fails to procure or maintain during the Term of the Contract any of the insurances required under this Clause, the Employer may terminate the Contract immediately upon written notice to the Consultant without any liability of any kind to the Consultant as a result of such termination.
- (k) The Consultant shall give the Employer and the insurer (as may be required by the applicable insurance) written notice immediately upon:
  - (i) the occurrence of any loss which will or may exceed the deductible on a Consultant Insurance policy; and
  - (ii) becoming aware of any circumstances which might give rise to a loss which will exceed the deductible of the applicable insurance.
- (l) Any notice given by the Consultant shall include full details of the nature of the loss or the circumstances which may give rise to the loss, its amount and the steps that have been taken, or will be taken in respect of such loss or circumstances subject to the insurer's consent (as may be required under the applicable insurance). The Consultant shall keep the Employer fully informed in respect of any material developments as soon as they occur.



- (m) The Consultant shall not, without obtaining the prior written consent of the Employer and the insurer (as may be required under the applicable insurance):
  - (a) make any admission of liability to a third party;
  - (b) enter into any negotiation to settle or compromise a claim under a Consultant's Insurance;
  - (c) enter into a settlement or compromise a claim on the Consultant's Insurances; or
  - (d) commence litigation or arbitration proceedings.
- (n) In handling a claim with an insurer, the Consultant shall keep the Employer fully informed and seek the co-operation of the Employer and its professional advisors.
- (o) The insurances required under this Clause shall be primary to and not in excess to (except in respect of any layers of third party cover effected specifically for the Services) or contributing with any other insurance maintained by any insured.
- (p) Neither failure to comply nor full compliance with the insurance provisions of the Contract shall limit or relieve the Consultant of its liabilities and obligations under the Contract. Any amounts not insured or not recovered from the insurers shall be borne by the Consultant and/or the Employer in accordance with these obligations, liabilities or responsibilities.
- (q) The Consultant shall be responsible under any of the insurance policies required in this Clause for any deductible, fees and other costs or failure to recover in whole or part, in which case the Consultant shall indemnify the Employer in respect of such deductible, fees and other costs or failure to recover.
- (r) The cost of the above insurances shall be deemed to be incorporated into the Consultant's fees.
- (s) The obligations in this Clause shall survive the termination or expiry of the Contract.

## **8. CLAIMS AND DISPUTE RESOLUTION**

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### **8.1 Claims**

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- (a) If the Consultant believes to be entitled to additional time or costs under the Contract, it shall inform provide details to the Employer regarding the claim within 14 days of the circumstances giving rise to such claim.
- (b) Within 28 days of receiving such claim, the Employer shall respond to the Consultant, asking for more information, grant or deny the claim.

### **8.2 Amicable Resolution**

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- (a) In the event of a Dispute, written notice of such Dispute shall be given to the other Party's Representative. That notice shall:
  - (a) set out the legal basis of the claim;
  - (b) set out the facts upon which the claim is based;
  - (c) have annexed copies of correspondence and any relevant background material;

- (d) contain detailed particulars of the quantification of the claim; and
- (e) if the claim is made by the Consultant, be signed by its chief executive officer (or equivalent officer).
- (b) Upon receipt of such notice by the other Party, the Employer's Representative and the Consultant's Representative shall attempt to resolve this matter amicably. If the Employer's Representative and the Consultant's Representative are unable to resolve the Dispute amicably within 28 Days, the Dispute shall be referred by either Party to Senior Representatives of the Parties to be designated in writing by the Parties at that time.
- (c) If the Senior Representatives of the Parties are unable to resolve the Dispute amicably within 28 days, the Dispute shall be finally resolved, at the request of either Party, through arbitration in accordance with the provisions of Sub-Clause 8.3 [*Arbitration*].

### 8.3 Arbitration

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- (a) If the Parties do not resolve the Dispute amicably pursuant to Sub-Clause 8.2, the Dispute shall be finally resolved, at the request of either Party, through arbitration in accordance with the UNCITRAL Arbitration Rules then in effect (the "**Rules**") provided that:
  - (a) there shall be no seat or place of arbitration. The place of hearing shall be determined at the time of the Dispute;
  - (b) the language of the arbitration shall be English;
  - (c) the decisions of the arbitral tribunal shall be guided by the general principles of international commercial law. The arbitral tribunal shall have no authority to award punitive damages. In addition, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate ("**LIBOR**") then prevailing, and any such interest shall be simple interest only; and
  - (d) the Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.
- (b) The arbitral proceedings and any information and documents relating to these proceedings shall be regarded as confidential, subject to Sub-Clause 1.10.

## 9. PRIVILEGES AND IMMUNITIES

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Nothing in or relating to the Contract shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs, of which the Employer is an integral part, which are hereby expressly reserved.

## 10. MISCELLANEOUS

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- (a) In connection with the performance of the Contract, the Consultant acknowledges that the imports and customs Law and regulations of the Country shall apply to the furnishings and shipments of any products and components thereof to the Country. The Consultant specifically acknowledges that the aforementioned import and custom Laws and regulations of the Country prohibit, among other things, the importation into the Country of certain products and components.
- (b) The Contract may not be amended except in writing signed by a duly authorised representative of each of the Parties.

- (c) Subject to any express provision in the Contract to the contrary, the respective warranties, obligations or liabilities of the Parties do not cease on the expiry or termination of the Agreement.

**PARTICULAR CONDITIONS**

Details regarding the project but not amending the General Conditions shall be included in Schedule 2 [Details]

The clauses within the General Conditions are amended in the following manner:

If nothing is stated, then no amended conditions apply.

Clause Number	New or Revised Clause

## SCHEDULE 1

### TERMS OF REFERENCE

#### **1. UNITED NATIONS OFFICE FOR PROJECT SERVICES (UNOPS)**

UNOPS is an operational arm of the United Nations, supporting the successful implementation of its partners' peacebuilding, humanitarian and development projects around the world. Our mission is to help people build better lives and countries achieve sustainable development. UNOPS areas of expertise cover infrastructure, procurement, project management, financial management and human resources.

In Somalia, UNOPS is currently undertaking various projects and initiatives in close collaboration with the Federal Government of Somalia, Federal Member States and partners from the global donor community. UNOPS projects in Somalia focus on several key sectors that include infrastructure development, institutional capacity building, project management, advisory services, and procurement services.

#### **2. PROJECT BACKGROUND**

The World Bank has been supporting the Federal Government of Somalia (FGS) with funding from the Somali Multi-Partner Fund (MPF) to implement various projects. The MPF has received funding to specifically address urban roads of Kismayo in Jubaland State and Baidoa in South West State. Kismayo and Baidoa which are strategically important secondary cities that contribute to Somalia's sustainable growth and which of recent past received a large number of internally displaced persons and returnees due to prolonged drought in Somalia and the closure of some refugee camps in Kenya.

The World Bank has engaged United Nations Office for Project Services for undertaking feasibility studies and preparation of engineering designs for approximately 30 km of urban roads in Kismayo and approximately 20 km of urban roads in Baidoa, together with environment and social due diligence assessments. The completed designs for prioritized urban roads, along with corresponding drainage system, sidewalks, and street lighting will lead to follow-on works implementation. The roads rehabilitated will ultimately improve the quality of life of the local population; while at the same time providing income generation opportunities to the locals during works implementation.

UNOPS aims to engage an engineering consultancy service provider who has the required expertise and resources to assist UNOPS with the feasibility studies and detailed engineering design tasks.

#### **3. PROJECT LOCATION DESCRIPTION**

Kismayo is the third largest city in Somalia and the capital of both the Lower Juba region and the Jubaland state. The city is located on the coast of the Indian Ocean near the mouth of the Juba River approximately 528 km southwest of Mogadishu. The port city is not only regional but also national strategic significance as it lies halfway between Mogadishu and the Kenyan border. To date, its location makes it the commercial hub of the Jubaland region and southern Somalia. It provides an avenue of import and export trade.

Baidoa, locally known as Baydhabo, is a strategic town in south-central Somalia and the interim capital of South West State of Somalia. It is situated approximately 250 km west of the country's capital city, Mogadishu. Although the town's security and economic situations have improved over the years, it has yet to fully recover from the effects of the civil war and recurring drought, and remains highly susceptible to humanitarian crises.

*Annex I* and *Annex II* show the roads proposed for improvements in Kismayo and Baidoa respectively. These selections will be confirmed in consultation with the respective municipalities at the commencement of the consultancy service engagement. Changes (if any) will be within the same locality and total length is expected to remain in the same order.

#### 4. SCOPE OF SERVICE

The consultancy service shall perform all assignments as detailed in these Terms of Reference including but not limited to site assessments, field investigations, technical studies, economic analysis and related services in carrying out feasibility studies and designs for urban roads in Kismayo and Baidoa, working closely with the respective municipal governments. The consultancy service shall comply with the applicable technical standards and the **UNOPS Design Planning Manual** (Transport Infrastructure, Minimum requirements for UNOPS transport infrastructure works 2016), and subject to UNOPS Design Review. **UNOPS Design Planning Manual** is uploaded under the documents section of this RFP for reference.

#### 5. UNOPS INPUT

UNOPS will provide;

1. The confirmed roads list for feasibility studies
2. Topographical and Engineering Survey for the roads selected for feasibility studies and designs
3. Advice on the specific technical standards to be applied for each location
4. Environmental and social due diligence assessment report: Environmental and Social Management Framework (ESMF) and Resettlement Policy Framework (RPF)
5. Multi-Criteria Analysis (MCA) Report: Project roads evaluation report against a complete set of objectives for sound decision making
6. Design Review

#### 6. EXPECTED OUTPUTS / DELIVERABLES

Within the proposed engagement, the consultancy service is expected to deliver the following outputs.

1. Feasibility studies for approximately 30 km of urban roads in Kismayo and approximately 20 km of urban roads in Baidoa.
2. Preliminary design for approximately 30 km of urban roads in Kismayo and approximately 20 km of urban roads in Baidoa.
3. Detailed design for approximately 30 km of urban roads in Kismayo and approximately 20 km of urban roads in Baidoa.

Details on each expected output component are provided below.

## 7. DETAILS OF EXPECTED OUTPUTS

### 7.1 Feasibility Studies

Within the scope of the feasibility study, the consultant shall conduct all necessary preliminary investigations and studies for nominated urban roads in Kismayo and Baidoa (approximately 30 km and 20 km respectively) in order to inform the decision makers on the feasibility of the proposed works taking into account social, technical, economic and other considerations of the project. The feasibility studies shall include (but not limited to) the following activities:

- Site assessment including examination of the proposed alignment, review of the condition of existing roads, associated road structures, road drainage, topographical condition and geological features of the study area and their effect and influence on such factors as route location and design.
- No major realignments are considered necessary, but during feasibility examination stage, the consultancy service shall make a careful assessment of the existing horizontal and vertical alignments and present possible proposals for improvement to the Municipality for consideration.
- Hydrological and drainage investigation of the area aiming to develop concepts and details for road drainage, outlet points, discharge provisions and other road drainage related matters including measures for storm quality management.
- Soil investigations to determine the appropriate road alignment and to establish sources of suitable material for road construction and future maintenance. For new material sources, investigation shall include material suitability, estimated yield, accessibility and other critical factors affecting the feasibility and design.
- Investigation on potential water sources for construction works, including available quantities and quality.
- Review all available traffic data, identify requirements for additional data, conduct additional data collection and other field investigations as necessary in order to establish design requirements.
- Evaluate minimum of 3 pavement profile options and based on the findings of traffic studies, soil tests, material survey and also in consultation with the local Municipalities propose the optimum pavement solution for the designs.
- Develop preliminary designs and cost estimates as input to feasibility studies.
- An analysis of land usage potentials or other likely developments that may take place along the road alignment and may affect the feasibility and layout of the road.
- Assess and report on the capacity of the local construction industry to determine the adequacy to undertake works of scope and complexity as designed. In doing this, the consultancy service provider will consult with the Municipality, State Ministry of Public Works and other relevant state departments, as well as with the local construction industry representatives.

- Prepare Feasibility Study Reports (2 separate reports for Kismayo and Baidoa) in a format to be agreed with UNOPS. Environment and social due diligence assessment (by UNOPS) may be included as an Annex to the main report. The bidder is advised to outline the content of the proposed feasibility study report (eg. Table of content) under “*Returnable Proposal Schedule 11 – Outline Statement of Proposed Methods*” in order to demonstrate the expected output with sufficient information enabling evaluation accordingly.

## 7.2 Preliminary Design

The consultant shall produce all field investigation reports and the preliminary design documentation with sufficient information to enable the UNOPS design review in parallel to the consultant’s work. This will ensure an efficient and smooth flow of detailed design phase during this time constrained engagement. The details of the expected deliverables (separately for 2 locations) under preliminary design phase are described below.

### 7.2.1 Drainage Investigation Report

The consultancy service shall provide a complete description of the hydrological features and drainage characteristics of the area including rainfall data, temperatures, other climatic features of importance to the design (for an example those affecting alternative wearing course designs), soil drainage characteristics, flooding, information on water/drainage crossings required, drainage outlets and discharge provisions as well as to address any other site specific requirements.

The consultancy service shall be fully responsible for obtaining all the data and information necessary for them to carry out hydrological and drainage investigations and designs. The consultancy service shall analyse the data based upon the guidelines provided in the adopted road design manuals and supplemented by other relevant sources of information to justify and provide the basis for the preliminary engineering design of all drainage systems and structures and for preliminary costing purposes.

The reports shall describe the climatic conditions and drainage characteristics of the area including performance of the existing drainage system, topographical influence on road alignment and drainage, reference to the data used, assumptions, analysis performed and provide the basis for the preliminary engineering design of all drainage systems and structures with sufficient information to establish preliminary cost estimates. The report also shall address storm water quality management issues and provide input to the development of road drainage operations and maintenance plans. The report shall also document design calculations and be submitted to support UNOPS design review.

### 7.2.2 Soil and Materials Investigation Reports

The consultancy service is expected to undertake the preliminary designs with overall due diligence with enough testing of the soils resulting in the preliminary design accurate enough to have a cost estimate within 15% to 20% of the eventual actual costs. In the absence of established road design standards for two municipalities, the bidder’s proposal may use the regional road design standards to establish testing requirements. In the preparation of the soil and material testing schedule for



preliminary design, considerations shall be given to the limited testing facilities available in Somalia and the logistical challenges in transporting samples outside the country for laboratory testing. In-situ testing shall be utilised as much as possible, and laboratory testing shall be kept to the minimum with technical justifications. The bidders proposal shall give reasons for any deviations from the regional road design standards and the proposed risks mitigation measures.

The assessment of the existing pavement shall be carried out to determine appropriate intervention measures. The assessment shall include but not limited to the followings as appropriate:

- Visual inspections
- Subgrade strength and drainage analysis, may include Direct Cone Penetration tests
- Existing pavement structure analysis by trenching sampling and testing. Tests may include Direct Cone Penetration tests, California Bearing Ratio tests, Atterberg Limits tests and any other tests as determined by the Geotechnical Engineer.

The consultancy service shall identify possible material borrow sites and quarries for sub-base material and base-course surfacing material near to the subject road areas, minimum of 4 sites per municipality location (i.e. 4 sites at Kismayo and 4 sites at Baidoa). The bidder must demonstrate that the material sites identified have sufficient quantities of material for construction. The bidder's proposal shall outline the types and the number of tests to be carried out at material borrow sites with reference to the regional road design standards and also taking into consideration of the Somali context.

Appropriate tests shall be carried out for sand and water as well.

The proposed soil and material investigation methodology shall be included in "Returnable Proposal Schedule 11 – Outline Statement of Proposed Methods", that will be reviewed as part of the technical evaluation of the bid.

The soil investigation and materials reports shall include findings of the existing carriage way with recommendation for improvements, and information on borrow areas and quarries such as location, accessibility, suitability of materials, and estimated yields. The report shall annex data collection records, tests results, analysis and all other reference details to assist UNOPS' design review process. It shall also provide information on potential water sources including estimate of quantities and quality for construction purposes.

### 7.2.3 Traffic Analysis Report

The purpose of traffic study is to analyse existing traffic data and to forecast future traffic volumes as input to the feasibility studies and to develop designs on traffic and pedestrian management plans. The scope of Traffic studies shall include (but not limited to):

- Existing traffic composition, occupancy and volume counts
- Confirm that the selected roads for design and rehabilitation fit "logically" into the current roads network
- Forecasts of annual average daily traffic composed of normal, generated and diverted flows, by appropriate vehicle types

- Non-Motorized Transport (NMT) considerations and aspects of the roads networks.

The consultancy service is to review all available traffic data, identify requirements for additional data, conduct additional data collection and other field investigations as necessary. Traffic survey including axle load survey shall be done for minimum of one-week duration and comprise day counts with at least one-night count.

Consultancy service should collect accident data for the roads under feasibility assessments from police stations, analyze the data and identify locations prone to accidents and recommend mitigation measures.

The consultancy service shall identify, describe and quantify existing and potential traffic generating factors in the immediate areas served by the roads, or in areas likely to be influenced by its future improvements, based on the economic development of the region, and future needs for road transport. Due attention should be given to changes in vehicles sizes and types that will arise when improvements are made in the conditions of the road.

The analysis shall produce projections for;

1. Detailed annual traffic forecasts for a period of 10 years after the completion of the road
2. More general projections of future traffic for the following 10 years.

Traffic forecasts shall be given three growth rates namely; low, medium and high and shall adopt the most appropriate growth rate (with justifications) for the design and economic evaluation, and shall also use other 2 rates in the sensitivity analysis.

Traffic Analysis Reports shall cover reference to all data used, assumptions, analysis of current traffic and future forecasts as outlined above. It shall also include traffic and pedestrian management plans for the roads under assessment and provide the data required for the design of the roads including footpaths, intersections, parking facilities, road safety interventions with sufficient information to develop preliminary cost estimates. The report shall be submitted to support UNOPS design review.

#### 7.2.4 Pavement Design Report

Preliminary engineering designs shall identify the optimum solution for pavement option in compliance with adopted road design standards, topography, climate, aesthetics, costs and the availability of suitable conventional road construction material among other potential factors likely to influence the decision, and also in consultation with the local Municipalities. The consultancy shall develop minimum of three (3) pavement profile types and analyse the merits and drawbacks of each option also considering construction and maintenance costs to determine the final standard to be adopted for the road based on a design life of 20 years.

The maximum axle load restrictions applicable in Somalia shall be observed. If no such axle load restrictions exist, the consultancy service in consultation with the Kismayo and Baidoa Municipalities shall develop appropriate axle load restrictions and make recommendation for their applications.

A report including design calculations on pavement design shall be produced for UNOPS design review and approval prior to proceeding to the detailed design phase.

#### 7.2.5 Economic Evaluation Report

The purpose is to examine the economic viability of the proposed investment and address adjustments (if any) before proceeding to the detailed design phase. In the economic analysis;

- The consultant shall examine all available information on vehicle operating costs, and road maintenance costs and shall produce valid current estimates of such costs for the project road in its present and improved state.
- The consultant shall give particular attention to the user benefits resulting from the road improvements with realistic estimates applicable to Somalia as a whole and the project roads in particular.
- The Highway Development and Management Model (HDM-4) model for checking the Engineering and Economic viability of the investments in road projects shall be used for this study. The consultancy service shall ensure that all model inputs are derived based on the adopted design standards and for local conditions using local data.
- An evaluations of the economic viability of the roads projects for the 20 years following the completion of the construction of the road shall be undertaken on at least 3 pavement design standards. For this, the economic costs of construction of the design standards being evaluated shall be compared with the relevant level of economic user benefits derived from implementing the project at the different design standards, and that the standard of design that results in the greatest volume of user benefits in relation to costs shall be determined as the optimum design level and selected for implementation.
- In the economic evaluation, user benefits shall be expressed primarily in terms of; savings in vehicle operating costs, savings in road maintenance expenditure, residual value of the road's structure at the end of the evaluation period and any other factor that may be considered for the analysis. Since many indirect economic and social benefits arising from the improvements in road conditions are "intangible" or are difficult to quantify accurately, the evaluation may use them as a secondary justification for project implementation.
- The evaluations shall be expressed in the terms of (i) economic internal rate of return (EIRR), and (ii) net present value (NPV) in relation to the government's current opportunity cost of capital.
- The consultancy service shall also undertake sensitivity analysis on the results of the finally selected design standards. In these, apart from three levels of traffic forecasts adopted (low, medium and high), all costs and benefits shall be varied by up to +/- 20%, or at another level deemed appropriate for the analysis and agreed with UNOPS;

- Produce Economic Evaluation Report consisting of reference to data, assumptions used, details of estimation of costs and user benefits, lifetime economic analysis results and the key findings to assist UNOPS design review.

### 7.2.6 Preliminary Design Documentation

The preliminary engineering design shall be produced for 30 km of priority roads in Kismayo and 20 km of roads in Baidoa. The level of information provided in the preliminary design shall comply with the adopted design standards (to be agreed with UNOPS Engineer) and shall provide sufficient design information to enable detailed design to be produced (by others) in upcoming projects.. In addition to the above mentioned reports, preliminary design shall also produce the followings.

- Maps showing topographical surveys strips containing the alignment alternatives. The maps shall be prepared in scale 1:5000/1:500 and critical cross-section drawings to scale 1:200.
- Preliminary engineering drawings and preliminary costs estimates. The preliminary design shall be accurate enough to have a cost estimate within 15% to 20% of the eventual actual costs.

### 7.3 Detailed Design:

After approval of the preliminary design of the project by UNOPS, the consultancy service shall proceed with the Detailed Engineering Design for the construction of the project roads (approximately for 30 km of urban roads in Kismayo and approximately 20 km of urban roads in Baidoa), complete with cost estimates and specifications on standards agreed upon with UNOPS. The scope shall include all identified works such as reconstruction of the existing road surface and shoulders, rehabilitation of existing drainage or construction of new drainage facilities including any critical trunk drainage connections if needed, Non-Motorized Transport (NMT) requirements especially in built up areas, renewal of road furniture, road signs and pavement marking including other control features and street lighting adopting appropriate technology and green energy (solar power) etc. Where failure of base course, subbase or subgrade has occurred, the consultant shall decide on which rehabilitation measures shall be taken: reconstruction, and if so which type of reconstruction, or overlay, both followed by a surface treatment or other type of road finish, and the detailed design shall be produced accordingly. The detailed design documentation shall be as required for the Government to call for tenders, and shall include but not be limited to:

- Preparation of plan and profile drawings containing the approved alignment done to an appropriate scales whose original and design levels are legible.

#### 7.3.1 Geometric Design Requirements

Subject to the adopted design standards;

- The horizontal alignment of the road centreline shall be determined by study of the optimum alignment between control points specified as a result of the engineering investigations. Points at even increments of lengths of 20 metres along the centreline, tangent points, and such other critical points as shall be required, shall be fully defined relative to stations on the baseline by coordinates and offsets suitable for setting out the centreline. All points shall be coordinated to the National Survey

Grid System (UTM) to which the road shall be referenced. Cross-sections shall be taken along the length of the road centreline and levelled at each 20 metres and at any local abnormalities in topography.

- The vertical alignment shall take into account the design standard adopted, while optimizing the earth works involved. There shall be coordination between horizontal and vertical alignments to the extent possible. Due consideration shall be given to road safety standards in carrying out these designs, e.g. excessively long straights in the design of the horizontal alignment and ensuring balanced design between horizontal and vertical curves.
- The design shall incorporate all the environmental aspects identified in the preliminary design and the consultancy service shall investigate whether there might be any possible impact on the environment, and make proposals for remedial measures.

#### 7.3.2 Earthworks and Pavements

Engineering analysis shall be undertaken using the results of the soils and the materials tests, to determine the gradients of the slopes, compaction requirements, pavement design, and other engineering treatment dictated by the natural materials.

#### 7.3.3 Road Structures

The design details of road structures including drainage structures, street lighting, intersections, footpaths, parking facilities and road safety interventions shall be provided with sufficient clarity.

#### 7.3.4 Engineering Plans

The Consultant shall prepare the following engineering plans for the project, using a format and title sheets as required by UNOPS, the originals becoming the property of UNOPS:

- Plan and Profile, scales, 1:2,500 and 1:250 showing natural ground levels; horizontal and vertical curve details; running chainages; cross-section chainages; side drain location; description and reference to all drainage and related structures; location of benchmarks; location of road furniture; contour lines superimposed on plans; any other relevant information as agreed with UNOPS Engineer.
- Typical cross-sections, scales 1:25 showing all details of road cross-sections in cut and fills; side drains; pavement thickness, camber, super-elevation; and pavement widening.
- Cross-section, scale 1:50 showing natural ground levels superimposed with the road prism at selected locations to be agreed upon with UNOPS Engineer.
- Typical culverts showing details of all types of culverts and other drainage structures, their inlets and outlets, and any necessary protection work.

- Soil plan: an alignment soils plan shall be produced showing the characteristics of soils for various sections of the route. A plan showing the locations of borrow and quarry sites shall also be produced, including a materials utilization chart.
- Ancillary works: a plan for all other ancillary works such as road furniture, road signs, street lighting etc. shall be prepared.
- Maintenance of traffic plan: a detailed scheme for maintenance of traffic flow shall be developed to ensure that vehicle and pedestrian traffic is properly handled during the construction period. This plan shall include details of the location and design of by-pass lanes temporary structures, barriers, signing, signals and other physical features necessary to accommodate traffic flow during construction. In addition to the operations plan, the consultancy service shall prepare a traffic operations plan detailing the construction sequencing plan detailing the announcements, use of traffic control devices and other activities designed to minimize traffic disruption.
- Land acquisition plans: these shall be to a scale of 1:2500 and shall indicate all the plot boundary intersections with the proposed road reserve and accurate to 1 m. They shall also be accompanied by a list showing the plot numbers affected, owners' names and area to be acquired.

Engineering Plans and Drawings shall be produced on UNOPS templates to be issued by UNOPS Engineer.

#### **7.4 Construction Quantities Cost Estimate:**

The consultancy service shall provide a detailed bill of quantities and an engineering estimate of the cost of the constructions broken down into major items. The costs shall be given in US\$ throughout.

- The calculated quantities for the items of construction shall be based on the final design drawings. The earthworks quantities shall be derived from calculations based on the field cross-sections taken along centreline and is in accordance with accepted methods of measurement, which shall be agreed with UNOPS Engineer. A detailed Bills of Quantities shall be prepared generally corresponding to the relevant sections of the Standard Specification, and including contingencies.
- The consultancy service shall estimate likely bill rates applicable to the proposed time of construction, showing how these were arrived at. In order to make a fair and reasonable estimate of the cost of the road, the consultancy service shall prepare a unit price analysis of each item using basic costs elements derived using local inputs (labour, materials, equipment, tools, overheads, on-site costs, profit etc.). The estimated financial costs resulting from this analysis shall be accurate to within +/- 10%.
- The estimates above shall give details of foreign and local costs by main items, as well as of taxes and duties to be paid. A detailed analysis of the taxes, levies and duties component of the cost estimates shall be prepared separately.



## 7.5 Design Report and Design Drawings

The Design Report shall be produced summarizing all critical inputs used in the design and outlining the design methodology adopted. Setting out data shall be included in the design report. A draft report shall be submitted in advance for UNOPS review and follow up with a soft copy of the final report. Factual Materials Report, summarising test results from material borrow sites without opinions and/or interpretation of results shall be included.

Final Design Drawings prepared on UNOPS provided drawing template shall be submitted in soft copies. Three full sets of A1 size drawings shall be delivered for each city. Complete set of technical specifications and standard drawings (if any) with sufficient details to be included in the tender package shall be submitted.

## 8. REPORTS

The consultancy firm is required to submit following reports to UNOPS.

- Inception Report within 2 weeks of the contract award – The Inception report shall summarise initial findings, give proposals regarding methodologies on the preliminary and detailed engineering studies and a detailed workplan for the contract. Anticipated challenges together with respective mitigation measures shall also be discussed herein.
- Brief monthly progress updates prior to the 10<sup>th</sup> of the following month – The monthly progress reports shall detail all work performed in the reporting period and utilisation of personnel. Preliminary findings and conclusions based on substantially completed analyses shall also be discussed. Any delays in the work, their cause and proposed remedies will also form part of these reports.
- Feasibility Study Report as per “7.1 Feasibility Studies”
- All reports and design documentation listed under “7.2 Preliminary Design”
- All design documentation listed under “7.3 Detailed Design”
- Construction Quantities and Cost Estimate
- Final Design Report with technical specifications and design drawings

## 9. TIME SCHEDULE

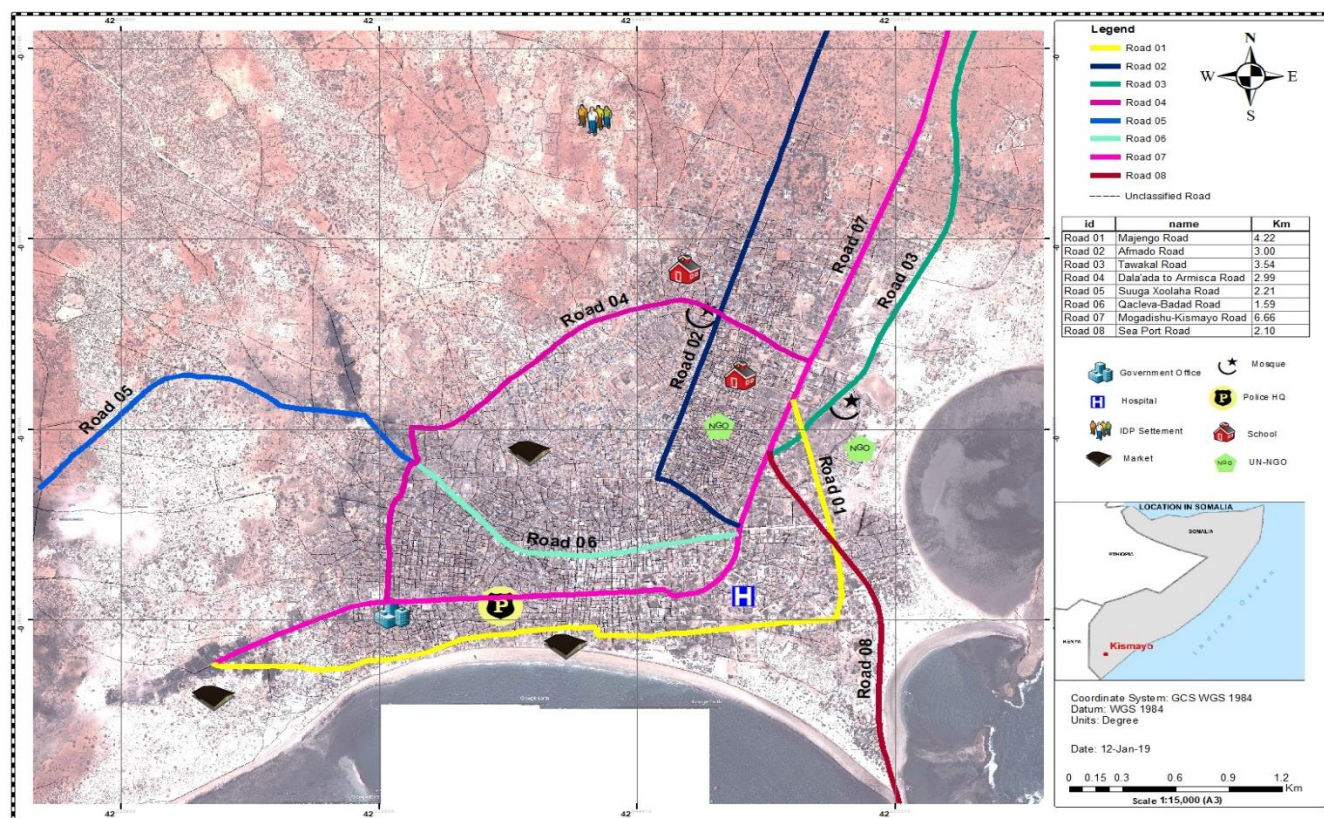
Based on expected contract award during the first 2 weeks of March 2019, the required timelines for the output delivery is as below.

OUTPUT	Responsib.	Jan-19				Feb-19				Mar-19				Apr-19				May-19				Jun-19				Jul-19			
Site Visit Report	UNOPS																												
Prioritized Roads List	UNOPS																												
Topographical Survey	UNOPS																												
MCA Report	UNOPS																												
ESMF & RPF	UNOPS																												
Feasibility Study Report	Cons. Serv.																												
Prelim. Design Reports	Cons. Serv.																												

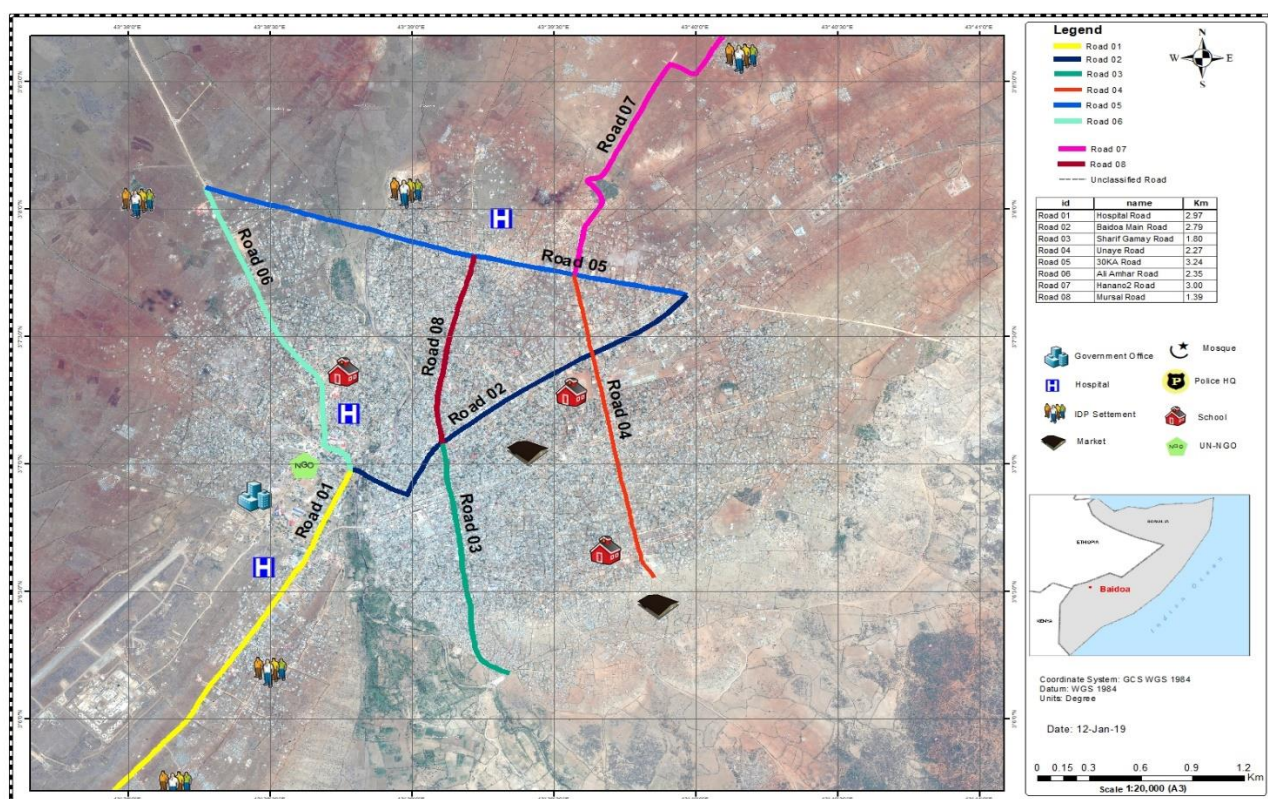
 Draft  Final

## Annex II: Proposed Baidoa Roads



*Annex I: Proposed Kismayo Roads*


## Annex II: Proposed Baidoa Roads



**SCHEDULE 2****DETAILS**

<b>Commencement Date</b>	The Service shall commence from [the Date of the Contract signing].
<b>Day</b>	The term “Day” shall refer to business days in the city of [insert name – that of the location of the Consultant generally]
<b>Estimated Time for Completion</b>	<p>The estimated time for completion of the Services is within 5 months of the contract signing.</p> <p>For design services, breakdown as follows:</p> <ul style="list-style-type: none"> <li>• Feasibility study report - Within 12 weeks of contract signing</li> <li>• Preliminary design reports - Within 14 weeks of contract signing</li> <li>• Detailed Designs – Within 15 weeks of contract signing</li> </ul>
<b>Works</b>	The term “Works” refer to feasibility studies and design of priority urban roads in Kismayo and Baidoa of Somalia
<b>Employer’s Representative</b>	<p>The Employer’s Representative is:</p> <p>Nihal Samarasinghe          Project Manager          Somalia Country Office (SOCO)          Nairobi, Kenya          Email: <a href="mailto:nihals@unops.org">nihals@unops.org</a></p>
<b>Consultant’s Representative</b>	The Consultant’s Representative is [insert name]
<b>Communications</b>	<p>Notices and other written communications shall be addressed to, as may be applicable:</p> <ul style="list-style-type: none"> <li>• <b>To the Employer:</b>              Sayed Mohammad Farooqui              Head of Programme, Somalia              East and South Africa Hub (ESAH)              Email: <a href="mailto:SayedF@unops.org">SayedF@unops.org</a></li> <li>• <b>To the Employer’s Representative:</b>              Nihal Samarasinghe              Project Manager              Somalia Country Office (SOCO)              Nairobi, Kenya              Email: <a href="mailto:nihals@unops.org">nihals@unops.org</a></li> <li>• <b>To the Consultant:</b>              [Insert Information of the Consultant]</li> <li>• <b>To the Consultant’s Representative:</b></li> </ul>



	<i>[Insert Information of the Consultant's Representative]</i>
<b>Liability Period</b>	The Liability Period shall be no lesser than 7 years or as provided by Law.
<b>Liability Limit</b>	<p>The Consultant's contractual liability to the Employer shall be limited to the Agreed Compensation, as set out in Schedule 4 [<i>Remuneration and Payment</i>].</p> <p>The Consultant's liability for negligence, errors or omissions to the Employer shall be limited to the maximum liability limit under its Professional Indemnity insurance.</p>

**SCHEDULE 3****EQUIPMENT, FACILITIES, PERSONNEL AND SERVICES OF OTHERS TO BE PROVIDED BY THE EMPLOYER**

UNOPS will provide;

1. The confirmed roads list for feasibility studies
2. Topographical and Engineering Survey for the roads selected for feasibility studies and designs
3. Advice on the specific technical standards to be applied for each location
4. Environmental and social due diligence assessment report: Environmental and Social Management Framework (ESMF) and Resettlement Policy Framework (RPF)
5. Multi-Criteria Analysis (MCA) Report: Project roads evaluation report against a complete set of objectives for sound decision making
6. Design Review

**SCHEDULE 4****REMUNERATION AND PAYMENT**

- 1.1. In full consideration for the complete and satisfactory performance of the Services under this Contract, UNOPS shall pay the Consultant a contract price of [insert currency and amount in figures and words], as per payment schedule below.
- 1.2. The price of this Contract is not subject to any adjustment or revision because of price or currency fluctuations or the actual costs incurred by the Consultant in the performance of the Contract.
- 1.3. Payments effected by UNOPS to the Consultant shall be deemed neither to relieve the Consultant of its obligations under this Contract nor as acceptance by UNOPS of the Consultant's performance of the Services.
- 1.4. UNOPS shall effect payments to the Consultant after acceptance by UNOPS of the invoices submitted by the Consultant to the address specified, upon achievement of the corresponding milestones and for the following amounts:
- 1.5. All payments shall be made by UNOPS to the following Bank account of the Consultant:  
 [Name of the bank]  
 [Account number]  
 [Address of the bank]
- 1.6. The payment schedule should be as follows, separately for Kismayo and Baidoa.
- a) Kismayo

<b>Milestone</b>	<b>Amount</b>	<b>Target date</b>
Upon UNOPS acceptance of Feasibility Study Report (Draft)	Amount in Financial Proposal, maximum of 30% of the total value of the financial proposal for Kismayo.	Within 8 weeks of contract signing
Upon UNOPS acceptance of Feasibility Study Report (Final)	Amount in Financial Proposal, maximum of 20% of the total value of the financial proposal for Kismayo	Within 12 weeks of contract signing
Upon UNOPS acceptance of Preliminary Design and investigation reports (Final)	Amount in Financial Proposal, maximum of 20% of the total value of the financial proposal for Kismayo	Within 14 weeks of contract signing
Upon UNOPS acceptance of Detailed Designs with associated design report (Final)	Amount in Financial Proposal, maximum of 30% of the total value of the financial proposal for Kismayo	Within 15 weeks of contract signing

## b) Baidoa

<b>Milestone</b>	<b>Amount</b>	<b>Target date</b>
Upon UNOPS acceptance of Feasibility Study Report (Draft)	Amount in Financial Proposal, maximum of 30% of the total value of the financial proposal for Baidoa	Within 8 weeks of contract signing
Upon UNOPS acceptance of Feasibility Study Report (Final)	Amount in Financial Proposal, maximum of 20% of the total value of the financial proposal for Baidoa	Within 12 weeks of contract signing
Upon UNOPS acceptance of Preliminary Design and investigation reports	Amount in Financial Proposal, maximum of 20% of the total value of the financial proposal for Baidoa	Within 14 weeks of contract signing
Upon UNOPS acceptance of Detailed Designs with associated design report	Amount in Financial Proposal, maximum of 30% of the total value of the financial proposal for Baidoa	Within 15 weeks of contract signing

**SCHEDULE 5****TIME SCHEDULE FOR SERVICES**

<b>Milestone</b>	<b>Target date</b>	<b>Reviews</b>
Inception report	Within 2 weeks of contract signing	For UNOPS acceptance
Feasibility study report (Draft)	Within 8 weeks of contract signing	For UNOPS review and comments
Feasibility study report (final)	Within 12 weeks of contract signing	For UNOPS acceptance
Preliminary design reports (draft)	Within 10 weeks of contract signing	For UNOPS review and comments
Preliminary design reports (final)	Within 14 weeks of contract signing	For UNOPS acceptance
Detailed designs (draft)	Within 11 weeks of contract signing	For UNOPS review and comments
Detailed designs (final)	Within 15 weeks of contract signing	For UNOPS acceptance



**SCHEDULE 6****INSURANCES**

RFP Case No.: \_\_\_\_\_

Name of bidder: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

*Note to bidders: Below are the insurance requirements you will have to comply with if you are selected. If you already have qualifying insurance, please share information with UNOPS.*

**1. Professional Indemnity Insurance**

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**1.1 Scope of cover**

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Indemnify the Consultant against any liability of the Consultant (and its subcontractors/subconsultants) as a result of any negligent act, error or omission in providing the Services (including the costs of redesign, reconstruction, rectification or any other liability the Consultant may have to the Employer as a result of such negligent act, error or omission).

**1.2 Insured Parties**

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The Consultant (and its subcontractors/subcontractors undertaking professional activities).

**1.3 Term**

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As required by Law but at least from the Date of the Contract until 7 years from Final Completion the Services.

**1.4 Limit of Indemnity**

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As required by Law but at least USD 20 Million per occurrence.

**1.5 Deductibles**

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As required by Law but no greater than 10% of the Consultant's fee.

**2. Public Liability Insurance**

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**2.1 Scope of Cover**

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Indemnity in respect of legal liability of the Consultant (and its subcontractors/subconsultants) to third parties for or arising from:

- (i) bodily injury, illness, death;
- (ii) physical loss or damage to the property; and
- (iii) interference, trespass, loss of amenities, nuisance, infringement, obstruction, arising out of or in connection with the Services.

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**2.2 Insured Parties**

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- (a) the Employer;
  - (b) the Consultants (and its subcontractors/subconsultants);
- each for their respective rights and interests.

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**2.3 Term**

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As required by Law but at least from the Date of the Contract to 7 years after Final Completion of the Services.

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**2.4 Limit of Indemnity**

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As required by Law but at least USD 1 Million.

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**2.5 Deductibles**

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As required by Law but no greater than 10% of the Consultant's fee.

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**3. Employer's Liability Insurance**

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**3.1 Scope of Cover**

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Indemnify in respect of legal liability of the Consultant (and its subcontractors/subconsultants resulting from bodily injury, illness, death of the Consultant (and its subcontractors/subconsultants)'s personnel as a result of providing the Services or as may be required by Law.

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**3.2 Insured Parties**

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The Consultant (and its subcontractors/subconsultants)

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**3.3 Term**

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From the Date of the Contract until Final Completion of the Services

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**3.3 Limit of Indemnity**

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As required by Law.

---

**3.4 Deductibles**

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As required by Law.

**SCHEDULE 7****KEY PERSONNEL**

<b>Name</b>	<b>Title</b>	<b>Role</b>