UNHCR
United Nations High Commissioner for Refugees
Haut Commissariat des Nations Unies pour les réfugiés

CONSTRUCTION SERVICES CONTRACT
CON/HCR/AA/2025/00

This Agreement is entered into by and between:

The Office of the United Nations High Commissioner for Refugees (UNHCR), headquartered at 94 Rue Montbrillant, 1202 Geneva, Switzerland, represented by its Representation Office in Addis Ababa, Ethiopia (hereinafter referred to as "UNHCR")

and

NAME AND ADDRESS OF NOMINATED CONSTRUCTION COMPNAY, Ethiopia duly incorporated under the laws of Ethiopia (hereinafter referred to as the "CONTRACTOR").

Provision of Construction and Rehabilitation of Construction work in Bambasi, Tsore and Sherkole

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VALIDITY PERIOD:

IMPLEMENTATION PERIOD:

TOTAL AMOUNT:

PREAMBLE

WHEREAS, the United Nations High Commissioner for Refugees (UNHCR) intends to engage the services of the CONTRACTOR for the **Provision of Construction and Rehabilitation of Construction work in Bambasi, Tsore and Sherkole.**

NOW THEREFORE, the project entails the construction works of renovation of UNHCR Office Compound in Makuey as per defined ToR and BoQ. The WORKS will take place at coordinates **INSERT GPS COORDINATES**, (hereinafter referred to as the "WORKS"), under the terms and conditions hereafter set forth; and

WHEREAS the CONTRACTOR is ready and willing to accept this engagement of service with UNHCR on the said terms and conditions set forth herein.

NOW, THEREFORE, UNHCR and the CONTRACTOR (hereinafter jointly referred to as "the Parties") agree as follows:

1. OBJECTIVE OF THE CONTRACT

1.1 The Contractor shall carry out **Construction and Rehabilitation of Construction work in Bambasi, Tsore and Sherkole as specified in the BOQ.**

The scope of work stipulated in the ToR and BoQ attached to RFQ tender docs.

The WORKS shall be executed at the locations specified in Annex B - ToR and must be completed in full compliance with the Cost Estimate (Contractor's Financial offer) and the Bill of Quantities.

1.2 The CONTRACTOR agrees to all stipulated terms and conditions as outlined in this Contract and attached annexes. Specifically, the Contractor:

- Guarantees good performance of the WORKS to be provided.
- Guarantees the quality of the WORKS foreseen under this Contract in accordance with the highest industrial and professional standards;
- Guarantees the WORKS will be performed in the prescribed manner as specified in the Bill of quantity and the technical specifications for the constructions;
- Guarantees to perform all other obligations, and assumes all liabilities;
- Accepts the Contract Price as defined under clause 12.1 of this Contract as full and final compensation upon timely, successful completion and satisfactory performance of the WORKS under this Contract.
- Accepts that UNHCR will not accept liability for any increase in costs and that any additional costs and charges, whether foreseen or unforeseen, will be for the account of the CONTRACTOR.

1.3 The CONTRACTOR undertakes to provide, at its own expense, all personnel, equipment, supplies, materials, tools, transportation and other facilities required for the performance and completion of the WORKS.

1.4 The CONTRACTOR and its Personnel (as defined below) shall perform the WORKS with the necessary care and diligence, and in accordance with the highest professional standards.

1.5 The CONTRACTOR acknowledges that (i) UNHCR shall have no obligation to provide any assistance to the CONTRACTOR in performing the WORKS other than as expressly set forth herein and that (ii) UNHCR makes no representations as to the availability of any facilities or equipment which may be helpful or useful for performing the WORKS.

1.6 UNHCR reserves the right at any time, including during the term of this Contract, to enter into any agreements or arrangements with any other entities or persons for performance of all or any part of the WORKS. UNHCR shall incur no liability to the CONTRACTOR by virtue of its entry into any such agreements or arrangements.

1.7 All technical enquiries or clarifications to UNHCR shall be made by the CONTRACTOR only and not by any sub-contractors or other parties.

2. AUTHORISED SIGNATORIES

The Parties agree that signatories to this Contract have been authorized to sign on behalf of their respective Parties.

3. ANNEXES AND ATTACHMENTS

3.1 This document, together with the Annexes hereto and the other named documents referred to below, all of which are incorporated herein by reference, constitute the entire Contract (the "Contract") between UNHCR and the CONTRACTOR:

Annex A: Bill of Quantity (BoQ)
Annex B: Terms of Reference (ToR)
Annex C: Financial Offer
Annex D: The UNHCR General Conditions of Contract for Civil Works (October 2000 version)
Annex E: General condition of contract for the provision of goods and services
Annex F: UN Supplier Code of Conduct

3.2 The documents comprising the Contract are complementary of one another, but in case of ambiguities, discrepancies or inconsistencies among them, the following order of priority shall apply:

(a) this document;
(b) Annex A;
(c) Annex B;
(d) Annex C;
(e) Annex E;
(f) Annex F;

3.3 This Contract embodies the entire agreement of the Parties with regard to the subject matter hereof and supersedes all prior representations, agreements, contracts and proposals, whether written or oral, by and between the Parties on this subject. No promises, understandings, obligations or agreements, oral or otherwise, relating to the subject matter hereof exist between the Parties except as herein expressly set forth.

3.4 Any document or receipt issued in connection with this Contract shall be consistent with the terms and conditions of this Contract and, in case of any inconsistency, the terms and conditions of this Contract shall prevail.

4. CONTRACT TERM

This Contract shall take effect on **ENTER STARTING DATE** and remain in force until **ENTER COMPLETION DATE**. The Contract shall remain valid for a period of one year from the Effective Date, unless earlier terminated in accordance with the terms of this Contract.

5. CONTRACTOR'S PERSONNEL

5.1 The CONTRACTOR shall supervise and be fully responsible and liable for all work and services performed by its personnel, employees, officials, agents, servants, representatives and sub-contractors (or any of those sub-contractors' personnel, employees, officials, agents, servants and representatives) ("Personnel") and for their compliance with the terms and conditions of this Contract. The CONTRACTOR shall ensure that all Personnel performing work or services under this Contract are qualified, reliable, competent, properly trained, and conform to the highest standards of moral and ethical conduct.

5.2 The CONTRACTOR shall be fully responsible and liable for, and UNHCR shall not be liable for (i) any action, omission, negligence or misconduct of the Contractor or its Personnel, (ii) any insurance coverage which may be necessary or desirable for the purpose of this Contract, or (iii) any costs, expenses, or claims associated with any illness, injury, death or disability of the CONTRACTOR's Personnel. The obligations under this Article 5.2 do not lapse upon expiration or termination of this Contract.

5.3 All contracts for the CONTRACTOR's Personnel shall provide that: (i) UNHCR is not liable to any such Personnel under any such contract or for any reason and (ii) the term of such contract is subject to termination in the event of expiration or termination of this Contract. UNHCR reserves the right to review all such contracts upon request.

6. NON-LIABILITY OF UNHCR

UNHCR shall not be liable to indemnify any third party in respect of any claim, debt, damage or demand arising out of the performance of services under this Contract and which may be made against the CONTRACTOR.

7. WARRANTY AND LIABILITY OF THE CONTRACTOR

The CONTRACTOR shall be liable to any costs incurred in excess of the agreed Contract Price. The CONTRACTOR shall be liable for settlement of any commitment or contractual obligations entered into by it in connection with the provision of services hereunder.

8. EVALUATION, INSPECTION AND AUDIT

8.1 UNHCR reserves the right to review all Services performed by the CONTRACTOR under this Contract, to the extent practicable, at all reasonable places and times during the term of this Contract. UNHCR shall perform such review in a manner that will not unduly hinder the performance of the WORKS by the CONTRACTOR. The CONTRACTOR shall cooperate with all such reviews by UNHCR, at no cost or expense to UNHCR.

8.2 If any WORKS performed by the CONTRACTOR do not conform to the requirements of this Contract, without prejudice to and in addition to any of UNHCR's other rights and remedies under this Contract or otherwise, UNHCR shall have the following options, to be exercised in its sole discretion:

(a) If UNHCR determines that the improper performance can be remedied by way of re performance or other corrective measures by the Contractor, UNHCR may request the CONTRACTOR in writing to take, and the CONTRACTOR shall take, at no cost or expense to UNHCR, the measures necessary to re perform or take other appropriate actions to remedy the improperly performed WORKS within 2 days of receipt of the written request from UNHCR or within such shorter period as UNHCR may have specified in the written request if emergency conditions so require, as determined by UNHCR in its sole discretion.

(b) If the CONTRACTOR does not promptly take corrective measures or if UNHCR reasonably determines that the CONTRACTOR is unable to remedy the improper performance in a timely manner, UNHCR may obtain the assistance of other entities or persons and have corrective measures taken at the cost and expense of the CONTRACTOR. In addition, in the event of UNHCR's obtaining the assistance of other entities or persons, the CONTRACTOR shall cooperate with UNHCR and such entity or person in the orderly transfer of any WORKS already completed by the CONTRACTOR, and such other entity or person will be authorised to use any materials, equipment and property of the CONTRACTOR on the ground.

(c) If UNHCR, in its sole discretion, determines that the improper performance cannot be remedied by re-performance or other corrective measures by the Contractor, UNHCR may terminate the Contract without prejudice to and in addition to any of its other rights and remedies under this Contract or otherwise.

9. COMMENCEMENT OF WORKS AND IMPLEMENTATION PERIOD

The CONTRACTOR shall commence the WORKS on **ENTER STARTING DATE** and shall carry out and complete the WORKS by **ENTER COMPLETION DATE**. This timeline takes into account the rainy season and is in full compliance with the schedule, specifications, and obligations set forth in this Contract.

10. INSURANCE

The CONTRACTOR undertakes to take out insurance as described in Annex E hereto, particularly in Clause 21 to 25 (inclusive) thereof.

11. TAXATION

UNHCR shall, upon request, authorize payment of VAT in accordance with Article 56.1 of Annex E. In that event, the Contractor shall provide UNHCR with written evidence that the VAT has been paid, so that UNHCR can obtain reimbursement from the Government of the VAT amount.

12. CONTRACT PRICE

12.1 In full consideration for the complete, satisfactory, and timely performance by the Contractor of all its obligations under this Contract, UNHCR shall pay the Contractor a total contract price not to exceed **ENTER CONTRACT PRICE, inclusive of 15% VAT** (hereinafter referred to as the "Contract Price"). The Contract Price shall be payable **in DEFINE NUMBER OF INSTALLMENTS** instalments, in accordance with paragraph 12.4 below.

Subject to the separate application of VAT pursuant to Article 11 above, the Contract Price is deemed to be inclusive of all applicable taxes, insurance, duties, levies, and any other charges of whatever nature, imposed by any competent authority or entity in connection with the performance of this Contract.

12.2 Payments under this Contract shall be made to the Contractor through bank transfer to the CONTRACTOR's account as follows:

Account holder's Name: **ENTER CONTRACTOR NAME**
Account No: **ENTER BANK ACCOUNT NUMBER**
Bank Name & address: **ENTER BANK NAME**
Branch Name: **ENTER BRANCH NAME**

12.3 The Contractor shall submit its invoices, together with such supporting documentation as UNHCR may require, to UNHCR Representation office in Ethiopia – Addis Ababa.

12.4 Payment to the CONTRACTOR shall be in accordance with the following schedule:

i. **First Payment - (90%, ETB……., inclusive of 15% VAT)**

This payment shall be made upon completion of full work as per defined details in BoQ, verification of completed work by contractor together with UNHCR Technical Team/Engineer and provide signed Final Completion Certificate to UNHCR Supply Unit in Addis Ababa. Disbursement is subject to verification of measured works and formal certification by the UNHCR Shelter Unit.

ii. Final Retention Amount- (10 %, ETB……., inclusive of 15% VAT)

This final payment will be made after completion of **12 months** of delivered full works in terms of any defect, snag list or other damages to the construction works arise from the quality of works done by the contractor to be rectified. Payment will be subject to verification of measured works and formal certification by the UNHCR Shelter Unit/UNHCR Engineer.

12.5 Payment, in each case referred to in subclauses (i), (ii), and (iii) above, shall be made within **forty-five (45) days** following the submission by the CONTRACTOR to UNHCR of the invoice, accompanied by any documentation that UNHCR may have required in advance, along with a copy of the acceptance report for the works performed, duly signed by both parties.

12.6 The CONTRACTOR acknowledges and agrees that UNHCR may withhold payment in respect of any invoice in the event that, in the opinion of UNHCR, the Contractor has not performed its obligations in accordance with the terms and conditions of this Contract, or if the CONTRACTOR has not provided sufficient documentation in support of the invoice.

12.7 In addition to any other rights and remedies available to it, UNHCR shall have the right, without prior notice to the CONTRACTOR, any such notice being waived by the CONTRACTOR, upon any amounts becoming due and payable hereunder to the CONTRACTOR, to set-off any payment, indebtedness or other claim (including, without limitation, any overpayment made by UNHCR to the CONTRACTOR) owing by the CONTRACTOR to UNHCR hereunder or under any other agreement between the Parties. UNHCR shall promptly notify the CONTRACTOR of such set-off and the reasons therefor, provided, however, that the failure to give such notice shall not affect the validity of such set-off.

12.8 If UNHCR disputes any invoice or a portion thereof, UNHCR shall notify the CONTRACTOR, accordingly, including a brief explanation of why it disputes the invoice or portion thereof. With respect to disputes regarding only a portion of the invoice, UNHCR shall pay the CONTRACTOR the amount of the undisputed portion in accordance with Article 12.5 above. The Parties shall consult in good faith to promptly resolve outstanding issues with respect to any disputed invoice. Once a dispute regarding an invoice or a portion thereof has been resolved, UNHCR shall pay the CONTRACTOR the relevant amount within thirty (30) days from the resolution of such dispute.

12.9 Payments made in accordance with this Article shall constitute a complete discharge of UNHCR's obligations with respect to the relevant invoices or portions thereof.

12.10 Payments effected by UNHCR to the CONTRACTOR shall not relieve the CONTRACTOR of its obligations under this Contract and shall not be deemed to be acceptance by UNHCR of the CONTRACTOR's performance.

12.11 The CONTRACTOR shall not be entitled to interest on any late payment or any sums payable under this Contract nor any accrued interest on payments withheld by UNHCR that are subject to dispute.

13. UNPUBLISHED INFORMATION

The CONTRACTOR shall not communicate to any person, government or other entity external to UNHCR any unpublished information made known to it by reasons of performing it's duties under the terms of this Contract, except upon authorization by UNHCR. Violation of this provision shall suffice for UNHCR to terminate this Contract with immediate effect.

14. STANDARDS OF CONDUCT

The CONTRACTOR agrees to conduct itself and shall cause its Personnel to conduct itself at all times with the fullest regard for the purpose and principles of the United Nations and its agencies, and in a manner befitting its relationship with UNHCR under this Contract. The CONTRACTOR and its Personnel shall not engage in any activity that is incompatible with those purposes and principles of UNHCR. The CONTRACTOR shall not engage in any action and in particular any kind of public procurement that relates to this Contract in any way.

15. CONTRACT LANGUAGE

The Contract language shall be English and all communications in writing shall be in the English language.

16. LIQUIDATED DAMAGES

Article 45 of Annex E shall be subject to the following clarification and agreement:
In the event of a delay in the completion of the WORKS beyond the stipulated completion period set forth in the Contract, the CONTRACTOR shall be liable to pay liquidated damages to UNHCR in the amount of **ETB ENTER THE AMOUNT** per calendar day of delay. This amount is equivalent to 0.0001% of the total contract price for each day of delay.

This daily rate of liquidated damages shall be applied automatically, without the need for prior notice, legal proceedings, or proof of loss, and shall not relieve the CONTRACTOR of its obligation to complete the WORKS or of any other responsibilities and liabilities under the Contract.

17. TERMINATION

18.1 Notwithstanding and in addition to the termination rights provided in Annex E, and without prejudice to and in addition to any of its other rights and remedies under this Contract or otherwise, UNHCR may, in its sole discretion and without giving any reasons therefor, terminate this Contract without cause, in whole or in part, upon 5 days written notice to the CONTRACTOR. In the event of termination pursuant to this Article 18.1, UNHCR shall only be responsible for payment for Services satisfactorily performed by the Contractor in accordance with this Contract prior to the date of the termination notice. In addition, the CONTRACTOR shall be entitled only to costs and expenses reasonably incurred prior to the date of termination.

18.2 Upon expiration or any notice of termination of this Contract, the CONTRACTOR shall take immediate steps to terminate its activities in a prompt and orderly manner. In addition, the CONTRACTOR shall provide such information and take such actions as may be reasonably requested by UNHCR for the preservation and protection of: (i) the work and services already performed by the CONTRACTOR and the results thereof and (ii) any and all property of UNHCR provided to the CONTRACTOR.

18. MISCELLANEOUS

18.1 No terms or provisions of this Contract shall be deemed waived and no breach excused, unless such waiver or excuse shall be in writing and signed by the Party giving the waiver or excuse. No consent to, or excuse or waiver of, a breach of this Contract shall constitute a consent to, or excuse or waiver of, any other subsequent breach.

18.2 If any provision of this Contract shall be held to be invalid, illegal or unenforceable (in whole or in part), the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

18.3 Headings and titles used in this Contract are for reference purposes only and shall not be deemed a part of this Contract for any purpose whatsoever. Unless the context

otherwise clearly indicates, all references to the singular herein shall include the plural and vice versa.

18.4 This Contract may be executed in any number of counterparts, each of which shall be deemed an original and all of which taken together shall be deemed to constitute one and the same instrument.

18.5 This Contract and everything herein contained shall ensure to the benefit of, and be binding upon, the Parties and their respective successors and permitted assigns.

18.6 Nothing in or related to this Contract shall be deemed a waiver, express or implied, of any of the privileges and immunities enjoyed by UNHCR.

18.7 This Contract shall be executed in English. In the event of any conflict or discrepancy between the different language versions, the version in English language shall prevail.

IN WITNESS WHEREOF, the undersigned being duly authorised thereto, have signed this Contract on behalf of the Parties hereto at the place and on the day and year written below:

For UNHCR	**For CONTRACTOR/**
Signature : _____	Signature _____
Date :	Date :
Name:	Name:
Title:	Title:
Place:	Place: