

ANNEX C

TERMS OF REFERENCE

Background of the project:

The office of the United Nations High Commissioner for Refugees (UNHCR) in Kabul, Afghanistan, has issued two (2) tenders to the general public through the ACBAAR platform, for construction works in Khost Province as follows:

- a) **RFP/COK/014/2019 (RFP-014)** – Request for Proposal for Construction of Additional Classrooms, Library Building and Solar Operated Wash Facilities Inside Borikhail Secondary School, In Gurbuz District, Khost Province (see attached RFP-014 as **Annex I**; Ministry of Education Technical Drawings & Design as **Annex II** & **Annex III**; BOQ & Financial Offer as **Annex IV**).
- b) **RFP/COK/015/2019 (RFP-015)**- Construction of three storey building for Vocational Training, 5km west of Khost city (see attached RFP-015 as **Annex V**; Ministry of Labor & Social Affairs Technical Drawings & Design as **Annex VI** & **Annex VII**; BOQ & Financial Offer as **Annex VIII**)

To ensure successful execution of the projects, UNHCR Office in Kabul invites qualified Contractors, duly registered with the Government of Afghanistan, to make a firm proposal for the provision of professional Construction Project Management services (hereinafter referred to as: “**Project Manager/Engineer**”) for the two (2) projects in Khost, from start to finish.

Based on the closing dates for the two construction tender. i.e. 9 July and 14 July 2019, respectively, UNHCR expects to select a contractor for each, and sign relevant construction contracts on/before (approx.) 15 August 2019. The implementation schedule, for the construction works, shall be subject to the successfully accepted technical proposal.

The construction projects mentioned above, RFP-014 and RFP-015, will be fully funded by UNHCR. However, the projects are intended for transfer upon successful completion to the Ministry of Education (MoE) and Ministry of Labor & Social Affairs (MoLSA). Consequently, the two Ministries will nominate & introduce to UNHCR respective Civil Engineers who will regularly monitor the projects, record any findings/technical shortcoming in the field journal book to be corrected by the Contractor. Therefore, the **Project Manager/Engineer** will be required to work in coordination with the Civil Engineers nominated by the two Ministries.

In view of the scope of works in each of the two (2) tenders referred to above, the **Project Manager/Engineer** being sought by UNHCR in this tender must be experienced in Construction Project Management, including planning and supervision of a full range of the construction aspects from start to finish. The **Project Manager/Engineer** will organize and oversee construction procedures and ensure they are completed in a timely and efficient manner. As such, the **Project Manager/Engineer** must be well-versed in all construction methodologies and procedures and able to coordinate a team of professionals (from UNHCR, the 2 government Ministries & the Contractor) of different disciplines to achieve the best

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results. The goal will be to ensure all projects are delivered on time according to requirements and within the agreed budget.

The **Project Manager/Engineer** shall be appointed by UNHCR to lead and coordinate the two Construction projects. In addition to the scope mentioned above, the **Project Manager/Engineer** will perform and carry out the duties and responsibilities for UNHCR as set out here below:

1. The **Project Manager/Engineer** shall provide administration of the Construction Contract as provided in the Construction Contract documents. In particular, the **Project Manager/Engineer** shall perform the functions hereinafter described.
2. The **Project Manager/Engineer** shall be the UNHCR's representative vis-à-vis the Contractor during construction and until final payment is due. The **Project Manager/Engineer** shall advise and consult with UNHCR. UNHCR's instructions to the Contractor shall be forwarded through the **Project Manager/Engineer**. The **Project Manager/Engineer** shall have authority to act on behalf of UNHCR only to the extent provided herein.
3. The **Project Manager/Engineer** shall have full-time on-site supervision of the construction to determine in general if the construction works are proceeding in accordance with the Construction Contract. On the basis of his on-site observations as a **Project Manager/Engineer**, he shall keep UNHCR informed of the progress of the construction works and shall endeavor to guard UNHCR against defects and deficiencies in the work of the Contractor.
4. The **Project Manager/Engineer** shall not be responsible for and will not have control or charge of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the construction works. The **Project manager/Engineer** shall not be responsible for or have control or charge over the acts or omissions of the Contractor (including the Contractor's failure to carry out the Works in accordance with the Contract) and of Sub-contractors or any of their agents or employees, or any other persons performing services for the construction works, except if such acts or omissions are caused by the **Project Manager/Engineer's** failure to perform his functions in accordance with this Agreement.
5. The **Project Manager/Engineer** shall at all times have access to the construction site and works wherever and whether in preparation or progress. The Contractor shall provide facilities for such access so that the **Project Manager/Engineer** may perform his functions under this Agreement and the Construction Contract.
6. Based on the **Project Manager/Engineer's** observations and an evaluation of the documentation submitted by the Contractor together with the invoices, the **Project Manager/Engineer** shall determine the amounts owed to the Contractor and shall issue certificates as to the appropriateness of the amounts contained in the Contractor's statements.
7. The **Project Manager/Engineer** shall review and approve or take other appropriate action upon the Contractor's submittals such as drawings, product data and samples, but only for conformity with the design concept of the construction works and with the provisions of the Construction Contract documents. Such action shall be taken with reasonable promptness so

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as to cause no delay. The **Project Manager/Engineer**'s approval of a specific item shall not indicate approval of an assembly of which the item is a component.

8. The **Project Manager/Engineer** shall interpret the requirements of the Construction Contract documents and judge the performance thereunder by the Contractor. All interpretations and orders of the **Project Manager/Engineer** shall be consistent with the intent of and reasonably inferable from the Construction Contract documents and shall be in writing or in the form of drawings. The Contractor and/or UNHCR may make a written request to the **Project Manager/Engineer** for such interpretation. The **Project Manager/Engineer** shall render the interpretation necessary for the proper execution of the construction works with reasonable promptness and in accordance with any time limit agreed upon. Any claim or dispute arising from the interpretation of the Construction Contract documents by the **Project Manager/Engineer** or relating to the execution or progress of the construction works shall be settled as provided in the consequent Agreement between UNHCR and the **Project Manager/Engineer**.

9. Except as otherwise provided in the Construction Contract, the **Project Manager/Engineer** shall have no authority to relieve the Contractor of any of his obligations under the Construction Contract nor to order any work involving delay in completion of the construction works or any extra payment to the Contractor by UNHCR, or to make any variations to the construction specifications, drawings or works.

10. The **Project Manager/Engineer** shall prepare change orders and shall have authority to order minor changes in the construction works in accordance with and subject to the terms of Clause 48 of the General Conditions for Civil Works of the Construction Contract.

11. The **Project Manager/Engineer** shall have authority to reject work which does not conform to the Construction Contract documents. Whenever, in his opinion, he considers it necessary or advisable for the implementation of the intent of the Construction Contract documents, he will have authority to require special inspection or testing of the work whether or not such work be then fabricated, installed or completed. However, neither the **Project Manager/Engineer**'s authority to act nor any reasonable decision made by him in good faith either to exercise or not to exercise such authority shall give rise to any duty or responsibility of the **Project Manager/Engineer** to the Contractor, any subcontractor, any of their agents or employees, or any other person performing services for the construction works.

12. The **Project Manager/Engineer** shall conduct inspections to determine the dates of Substantial Completion and Final Completion, shall receive and forward to UNHCR for UNHCR's review written warranties and related documents required by the Construction Contract and assembled by the Contractor, and shall issue a Certificate of Final Completion upon compliance with the requirements of Clause 47 of the General Conditions for Civil Works of the Construction Contract and in accordance with the Construction Contract.

