Programme of Assistance to the Palestinian People برنامج الأمم المتحدة الإنمائي/ برنامج مساعدة الشعب الفلسطيني



AMENDMENT TO AGREEMENT BETWEEN THE UNITED NATIONS INTERNATIONAL LABOUR ORGANIZATION AND THE UNITED NATIONS DEVELOPMENT PROGRAMME (UNDP)

A. PROJECT SUMMARY

Project Title:

PAL/01/J22 - Construction of the Sheikha Fatema Vocational

Rehabilitation Center in Beit 'Ummar

Time frame:

The Project will be extended from 01 July 2006 and ending 30 January 2007

Location:

Donor:

Beit 'Ummar

Contribution amount:

US\$ 230,000(inclusive of cost recovery)
United Arab Emirates Red Crescent Society

Recipient Agency:

United Nations development programme (UNDP)

Executing Agency:

United Nations Development Programme (UNDP)

B. PROJECT DESCRIPTION AND IMPLEMENTATION

The contribution governed by this Agreement shall be utilized exclusively for the Finishing Phases for the Construction of Sheikha Vocational Rehabilitation Center in Beit' Ummar (see Annex 1). The Inter-Agency Agreement signed 12 November 2001 (reference: PAL/01/MO1/UAE) between the Director of the ILO Operations for the Arab States and the Special Representative of UNDP, amended and signed on 28 August 2003, amended and signed on 10 August 2004, and later amended and signed by both parties on 28 April 2005 to expire 31 May 2005, is hereby extended to end on 30 January 2007. This contribution will be administered in accordance with the regulations and rules applicable to UNDP (see Annex 2: Special Considerations)

The works shall commence ten days following the final date signed on this amendment, and will cover a total period of 150 days, including the time required for competitive bidding and selection for each tender. UNDP can only issue contracts matching to the funds available.

The official handover to the ILO will be done within 90 days from the completion of all works, snag lists checked and final financial and narrative reports submitted to the ILO by UNDP. Technical supervision to be provided by UNDP site engineers available at the site.

C. CONTRIBUTIONS AND SCHEDULE OF PAYMENTS

This contribution will be allocated in two installments totaling US\$ 230,000 (Two Hundred and Thirty Thousand U.S. Dollars), immediately after this Agreement has been signed by both parties according to the following schedule:



- 90% of the maximum amount will be advanced to UNDP upon the signature of this amendment.
- 10% of the maximum amount to be paid within 15 days from the day UNDP submits a financial and progress report of the activities covering 50% of the grant value

Based on the project activities described and the budget summary not exceeding USD 230,000, and as per Annex 1, the ILO shall not be held accountable for any additional cost beyond the above-mentioned ceiling. The ILO shall not be liable for any expenses, fees, tolls or any other financial cost not outlined in the Project Work Plan or Project Budget, unless the ILO has expressly agreed in writing to effect corresponding payments prior to the expenditure by UNDP. Moreover, in the event of a delay in the transfer of the remaining 10% of the maximum contribution amount (USD 23,000) following the submission of the UNDP the progress report for the completion of 50% of the works agreed to under this letter of agreement, the ILO approves that UNDP tap in the budget allowed for contingencies.

D. UNDP REPORTING

Substantive Progress Reporting

Substantive reports shall detail achievements, constraints and impacts with regards to the utilization of this contribution. The substantive report for the period covering 50% of the total works under this contribution will be submitted to the ILO no later than 30 days after the completion of 50% of the total works as per Annex 1. This report will be accompanied by the preliminary financial report signed by the Resident Representative of UNDP.

The final substantive report detailing achievements, constraints and impact with regard to the utilization of the contribution from the country office and the final financial report, certified by the Comptroller of UNDP, will be provided no later than 30 June of the year following the financial closing of the project.

Financial Reporting

Financial reports shall reflect the amount received in relation to expenditure from the contribution. The first preliminary financial report signed by the Resident Representative of UNDP for the period to will be submitted no later than 30 days after the completion of 50% of the total works as per Annex 1. This report will be accompanied by the first substantive progress report. The financial report certified by the Comptroller of UNDP will be submitted no later than 30 June of the year following the financial closing of the project.

Financial reports signed by the Resident Representative will provide information according to the following categories:

- a. Amount received
- b. Staff and other personnel costs
- c. Travel



- d. Contractual services
- Procurement e.
- f. Fellowships, Grants and other
- Sub-total g.
- h. Cost recovery
- TOTAL EXPENDITURES i.

At the termination of the project, any unexpended or uncommitted part of the contribution will be returned to the ILO, unless otherwise agreed in writing by the parties.

E. CERTIFICATION AND AGREEMENT BY UNDP

UNDP certifies that the statement herein, under the heading "Project description and implementation", is an accurate description of the Project and that agreement and acceptance of the terms and conditions of this Amendment Agreement Document is indicated by the duly authorized signature below.

Signed:

Mr. Jens Toyberg-Francizen

Special Representative

Date:

F. **CERTIFICATION BY THE ILO**

It is hereby certified that the activities described in this document are consistent with the ILO project and that agreement and acceptance of this Amendment Agreement Document is indicated by the duly authorized signature below.

Signed: K

Ms. Rasha Al Shurafa

ILO OIC - Representative

Date: 28-06-2005



ANNEX 1. (Proposed Budget Breakdown)

Final Phases

- a) The first floor will be completely finished.
- b) Guard Room
- c) Main Gates and Handrails
- d) Main External Works around the building to make it reachable, those works includes some excavations, curbstone and simple landscaping.
- e) Secondary External Concrete Passages.
- f) Water Proofing: Related Materials to the outside Works
- g) Connecting Electricity to the Project.
- h) One Septic Tank for the Project

No.	Description	Price US\$
1.	Excavation and Earth Works	7,000.00
2.	Concrete Works	14,190.00
3.	Block Works	3,340.00
4.	Roofing, Waterproofing and thermal insulation	2,000.00
5.	Carpentry and Joinery	1,360.00
6.	Floor, wall and ceiling finishing	10,550.00
7.	Metal Works	21,080.00
8.	Painting Works	3,620.00
9.	Sanitary Works	13,127.00
10.	Electrical Works	13,875.00
11.	External Works	12,575.00
12.	Concrete Works	40,970.00
13.	Water Proofing	11,600.00
14.	Carpentry Works: Cupboards	2,220.00
15.	Connecting Electricity to the Project	46,000.00
16.	One Septic Tank	7,000.00
	Total	210,507
	UNDP PAPP AOS	ZERO
	Contingencies	19,493.00
	Total Phases Cost Estimates	230,000



(Bill of Quantities - Summary)

SUMMARY PAGE

Bill	Description		Amount U.S.
			ų.
1 - 1	BILL NO. 1 - EXCAVATION AND EARTH WORKS	\$	
2 - 1	BILL NO. 2 - CONCRETE WORKS	\$	5,025.00
		<u> </u>	3,023.00
3 - 1	BILL NO. 3 - STONE WORKS	\$	
4 - 1	BILL NO. 4 - BLOCK WORKS	\$	300.00
5 - 1	BILL NO. 5 - ROOFING, WATERPROOFING AND THERMAL		
	INSULATION	\$	9,000.00
6 - 1	BILL NO. 6 - CARPENTRY AND JOINERY	\$	8,510.00
		 	0,210.00
7 - 1	BILL NO. 7 - FLOOR, WALL AND CEILING FINISHES	\$	24,470.00
8 - 1	BILL NO. 8 - METAL WORKS	\$	32,715.00
9 - 1	BILL NO. 9 - PAINTING WORKS	\$	14,900.00
10 - 1	BILL NO. 10 - SANITARY WORKS	\$	41,085.00
11 - 1	BILL NO. 11 - ELECTRICAL WORKS	\$	31,604.00
12 - 1	BILL NO. 12 - LIFT	\$	
13 - 1	BILL NO. 13 - GUARD HOUSE	\$	6,000.00
14 - 1	BILL NO. 14 - EXTERNAL WORKS	\$	36,000.00
15	Electrical Supply Estimate*	†	20,000.00
	GRAND TOTAL	\$	229609

^{*} The Electrical Supply Estimate is not part of the tender to be bid, since it will be coordinated and procured from the Municipality of Beit 'Ummar once works are completed to supply the VTC with electricity.

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Annex 2: Special Considerations In Relation to the Original Inter-Agency Agreement

Reference: Inter-Agency Agreement (PAL/01/MO1/UAE)



Article III: Duration of the Agreement

- 1. The works shall commence ten days following the final date signed on this amendment, and will cover a total period of 150 days, including the time required for competitive bidding and selection. UNDP/PAPP can only issue contracts matching to the funds available. PAPP may not commit itself to the contractors for values exceeding funds at hand.
- 3. The official handover to the ILO will be done within 90 days from the completion of all works, snag lists checked and final financial and narrative reports submitted to the ILO by UNDP/PAPP.

Article VII: Terms and Obligations of Project Personnel.

1. D Technical supervision to be provided by UNDP site engineers available at the site.

Article VIII: Financial and Operational Arrangements

1. The ILO shall make available to UNDP/PAPP, funds in the maximum amount of US\$ 230,000 (Two Hundred and Thirty Thousand U.S. Dollars). These funds shall be used exclusively for the implementation of the project activities described in the Project Budget Breakdown and Summary Bill of Quantities in Annex 1.

Both parties to the Inter-Agency Agreement agree, based upon Article III, to extend the duration of the above-mentioned Inter-Agency Agreement to the 30th of January 2007.

ALL other clauses and conditions of the prior Inter-Agency Agreement and Amendment between the ILO – Operations for the Arab States and UNDP/PAPP, dated 12 November 2001, 29 February 2004, and 10 August 2004 and 28 April 2005 remain unchanged.