

AGREEMENT UNDER THE PROGRAMME OF THE UNITED NATIONS HIGH COMMISSIONER FOR REFUGEES

AGENCY: The Government of the
Republic of the
Philippines

PROJECT NO.: 79/PC/PHI/MA/1/CON

TYPE OF
PROJECT: Construction of Refugee
Processing Centre in the
Philippines

A G R E E M E N T

BETWEEN

THE GOVERNMENT OF THE REPUBLIC OF THE PHILIPPINES

AND

THE UNITED NATIONS HIGH COMMISSIONER FOR REFUGEES

An Agreement made between the GOVERNMENT OF THE REPUBLIC OF THE PHILIPPINES (hereinafter referred to as "THE GOVERNMENT") of one part, and the UNITED NATIONS HIGH COMMISSIONER FOR REFUGEES (hereinafter referred to as "THE HIGH COMMISSIONER") of the other part;

WHEREAS the Association of South East Asian Nations (ASEAN) has appealed to its members to offer sites to establish Refugee Processing Centre on their territories, and

WHEREAS such Refugee Processing Centres should be established based on the principles and conditions contained in the statement of the ASEAN Foreign Ministers issued in Bangkok on 21 February 1979, and



WHEREAS the Government has responded to ASEAN's appeal and to that effect has agreed to offer a site for a Refugee Processing Centre to be established in Bataan Province on Luzon Island to hold initially 10,000 and ultimately up to 50,000 persons at any time, and

WHEREAS the High Commissioner has received funds and offers of material and technical assistance from governmental and private sources;

AND WHEREAS the High Commissioner has agreed to assist the Government in the establishment of the said Refugee Processing Centre;

IT IS HEREBY AGREED BETWEEN THE PARTIES HERETO AS FOLLOWS:

PART I

1. A Refugee Processing Centre shall be developed in Bataan Province for the temporary accommodation of Indo-Chinese refugees based on the principles and conditions contained in the statement of the ASEAN Foreign Ministers issued in Bangkok on 21 February 1979.

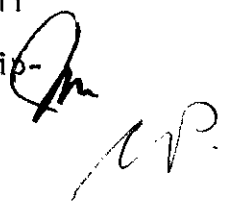
2. Once the facilities which constitute the Refugee Processing Centre are no longer required for the above-stated purpose, they shall become the property of the Republic of the Philippines and shall be used for social, economic, cultural and humanitarian purposes.



PART II

3. The Government shall:

- (a) be responsible for the planning, architectural and engineering designs and construction of a Refugee Processing Centre for 10,000 persons in accordance with the definitive drawings and plans as agreed upon by the parties and summarised in the Project Description and Time Schedule attached hereto as Annexes "A" and "C" respectively, hereinafter referred to as "The Project", and use the funds made available by the High Commissioner for this purpose in accordance with the budget attached as Annex "B" hereto and with Article 4 below;
- (b) make available, free of any charge, adequate land as may be required for the establishment of the Refugee Processing Centre;
- (c) facilitate visits by and accept the co-operation of United Nations staff and such persons as may be designated by the High Commissioner at the construction site;
- (d) exempt from import duty and all other taxes, all Project-related commodities, materials and equip-

Handwritten signature and initials in the bottom right corner of the page.



ment made available through the High Commissioner by way of contributions from bilateral, multi-lateral and other sources; provided that the entry of such commodities, materials and equipment shall be made in accordance with existing procedures, rules and regulations of the Government;

- (e) make available to the High Commissioner upon signature, copies of any agreements concluded with contractors and relating to funds made available by the High Commissioner. In relation to any contractor and for the purpose of this Agreement, the High Commissioner shall be an independent party; contracts awarded in furtherance of this project shall be in accordance with the tender regulations in force in the Philippines;
- (f) be authorized to make changes in the allocation of funds between budget items in Annex "B" (Schedule 2) attached hereto , not exceeding 10% provided that the total allocation is not exceeded and provided that the High Commissioner is informed accordingly. Any changes exceeding 10% which might prove necessary for the effective implementation of the Project will be subject to prior consultation by the Government with the High Commissioner and subsequent written

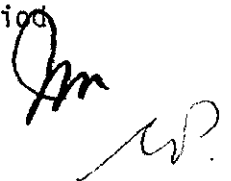


revision of this Agreement: the utilization of the High Commissioner's contribution towards the Contingency Reserve shall likewise be subject to prior consultations;

- (g) collect and keep readily accessible information and documentation on the progress and implementation of the Project, assist the High Commissioner in the documentation of the use made of the High Commissioner's funds. To this end and to enable the maintenance by the High Commissioner of separate accounts recording all receipts and expenditures under this Project, assist the High Commissioner in satisfactorily documenting and supporting by vouchers, receipts, invoices, contracts, etc. all obligations and disbursements.
- (h) ensure that the contractor at all times during the progress of the work and until the works are delivered to the Government, keep the buildings in the course of erection insured in the full value thereof from loss or damage by fire, typhoon and all other risks and that such insurance be with a company of repute. The cost of such insurance may be charged against the Contingency Reserve contained in the Budget attached as Annex "B";

- (i) ensure that a document will be signed between any contractor and the party taking possession of the completed construction, indicating the date on which the hand-over has taken place, stating that the individual components have been constructed in conformity with the provisions of the building contract, the plans established and the specifications elaborated before the construction works started. This document will also mention outstanding works still to be performed by the contractor and apparent shortcomings and defaults. The document will further specify the date from which the guarantee provisions come into operation;
- (j) (i) By 15 January 1980 submit to the High Commissioner an interim narrative report covering the period of 1 November to 31 December 1979 in accordance with the model attached hereto as Annex "D"; and assist the High Commissioner in the preparation of an interim financial report by completing column 4 of the Financial Monitoring Chart attached hereto as Annex "E";
- (ii) By 31 March 1980 submit to the High Commissioner a final narrative report covering the period

Handwritten signature and initials in the bottom right corner of the page.

1 January 1980 to the completion of construction of the project (29 February 1980) in accordance with the model attached hereto as Annex "D";

- (iii) By 31 March 1980 assist the High Commissioner in the preparation of a final financial statement using the columns 6 to 8 of the Financial Monitoring Chart attached as Annex "E" showing all disbursements and outstanding obligations as at 29 February 1980. Any funds not disbursed or obligated by 28 February 1980 and obligations not liquidated by 31 March 1980 shall be cancelled. These dates may be extended upon mutual agreement.
- (iv) By 30 April 1980 assist the High Commissioner in the accounting of the liquidation of any obligations outstanding on 29 February 1980.

PART III

4. The High Commissioner shall:

- (a) make available a total amount of US\$8,600,000.00 for the construction of a Refugee Processing Centre for 10,000 Indo-Chinese refugees in accordance with the budget attached hereto

Handwritten signature and initials in the bottom right corner of the page.

as Annex "B" and the Financial Monitoring Chart attached as Annex "E". It is agreed that the expenditures in Pesos for accounting purposes shall be converted at the UN rate of exchange prevailing at the time of payment;

(b) by 31 March 1980 prepare a final financial statement using the columns 6 to 8 of the Financial Monitoring Chart attached as Annex "E" showing all disbursements and outstanding obligations as at 29 February 1980. Any funds not disbursed or obligated by 29 February 1980 and obligations not liquidated by 31 March 1980 shall be cancelled. These dates may be extended upon mutual agreement;

(c) with the assistance of the Government maintain separate accounts to record all receipts and expenditures under this Project and ensure that



any obligations entered into and all disbursements made are satisfactorily documented and supported by vouchers, receipts, invoices, contracts, etc.;

(d) in agreement with the Center Administrator, undertake all disbursements required for this project, in accordance with the provisions of this Agreement.

(e) support the execution of the project by making available to the Project the services of his staff and of organisations and agencies that have offered or will offer their assistance for the purpose and, in consultation with the Government, co-ordinate the activities of such agencies or organisations so as to ensure their effective use and to avoid any duplication of efforts.

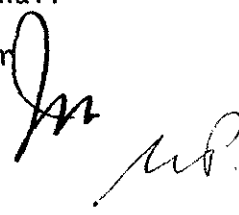
PART IV

5. IT IS HEREBY EXPRESSLY AGREED AS FOLLOWS:

(a) The Government shall facilitate the audit and inspection of the Project, at any time, on behalf of the High Commissioner; should it wish to do so, the United Nations Board of Auditors may also carry out an audit of the Project;

A handwritten signature in black ink, consisting of a large, stylized initial 'Jm' followed by a smaller, more cursive signature.

- (b) The funds made available by the High Commissioner for the implementation of this project shall be used exclusively for the humanitarian purposes as contained in the Project Description attached hereto as Annex "A";
- (c) The Project under this Agreement shall be identified by the symbol 79/PC/PHI/MA/1/CON and all correspondence and documents related to the Project shall refer to this symbol;
- (d) (i) No party shall be liable to indemnification by the other party to this Agreement in respect to any claim, debt, damage or demand arising out of the implementation of this Agreement;
- (ii) If an employee of either party to this Agreement is injured, disabled or killed in the course of his employment under the project, the party employing him shall be solely responsible in respect to all claims that may arise therefrom;
- (e) This Agreement shall be deemed to have commenced on 1 November 1979 and the Project thereunder shall terminate on 29 February 1980 unless extended on

A handwritten signature in dark ink, appearing to be 'J. M. P.', is located at the bottom right of the page, overlapping the end of the text in paragraph (e).

terminated earlier by written agreement;

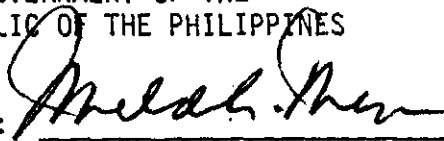
- (f) in the event that an extension of this Agreement beyond 29 February 1980 becomes necessary, the Government shall immediately initiate consultation with the High Commissioner so as to ensure that an appropriate amendment may be made to the present Agreement before its expiration date;
- (g) any provision relating to successive expansions in the capacity of the Refugee Processing Centre from an initial 10,000 Indo-Chinese refugees to a maximum of 50,000 Indo-Chinese refugees at any one time shall be governed by one or more Supplementary Agreements.



IN WITNESS WHEREOF the undersigned being duly authorized thereto, have on behalf of the parties hereto, signed this Agreement at the places and on the day and year below written.

FOR

THE GOVERNMENT OF THE
REPUBLIC OF THE PHILIPPINES

Signature: 

Name: IMELDA ROMUALDEZ MARCOS

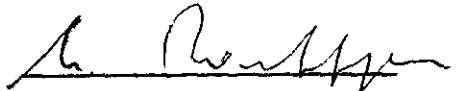
Title: Minister of Human
Settlements

Place: Manila, Philippines

Date: November 12, 1979

FOR

THE UNITED NATIONS HIGH
COMMISSIONER FOR REFUGEES

Signature: 

Name: MANFRED PAEFFGEN

Title: UNHCR Representative
in the Philippines

Place: Manila, Philippines

Date: November 12, 1979

PROJECT DESCRIPTIONA. Project Purpose

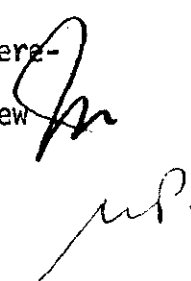
To construct a Refugee Processing Centre (RPC) in Bataan Peninsula on Luzon Island, Philippines. The RPC should be able to initially accommodate 10,000 Indo-Chinese refugees who have been accepted for resettlement, but whose resettlement travel from the country of first asylum cannot take place within three (3) months.

B. Assistance Activities1. Site Preparation -

Ground clearance of some 300 ha. for living, recreational and administrative purposes. Development by gravelling of some 3.7 km. collector roads and establishment of a system of drainage ditches of a length as required.

2. Construction of refugee housing -

Construction of 1,670 family units for 6 persons each. Every group of 250 persons will have 24 toilet units, 12 shower units, 1 laundry area and 2 drinking water taps. When possible, refugee labour and locally available materials will be used. Refugee housing is intended to last at least five (5) years and will therefore be fitted with asbestos roofs, especially in view

Handwritten signature and initials in the bottom right corner of the page.

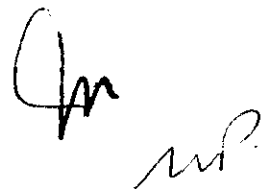
of the prevailing monsoons in this area.

3. Construction of community facilities -

Construction of 60 classrooms (54m^2 each), 5 meeting rooms (200m^2 each), open market facilities and shops. Local materials and refugee labour to be used as much as possible. Establishment of one garbage disposal site ($5,000\text{m}^2$), a cemetery site ($5,000\text{m}^2$), 5 playgrounds for recreational activities ($1,000\text{m}^2$ each) and the construction of one central post office (prefab) and 25 postal units in the different neighbourhoods.

4. Construction of administration buildings -

Construction of a processing centre (prefab, $2,500\text{m}^2$), an administrative building (prefab, 200m^2), 16 family unit staff houses (prefab, 40m^2 each), 16 low-cost staff houses, dormitory type (150m^2 each), 1 dining/kitchen unit for staff (500m^2), 1 guesthouse (prefab, 500m^2), 1 garage for 35 cars (prefab, $1,200\text{m}^2$), 1 workshop with equipment shed, 2 storehouses (including a place for cold storage)(total $1,100\text{m}^2$), 3 guard post, one powerhouse (120m^2), 1 fire brigade station (prefab), and 1 fuel station (prefab) with kerosene can storage. If not mentioned otherwise, locally available construction materials will be used.



5. Health Facilities -

Construction of 1 dispensary (400m^2) and 1 hospital of 100 beds ($1,000\text{m}^2$), including quarantine and isolation facilities. The hospital will ultimately serve 50,000 persons while there will be a dispensary for every 10,000 persons. Both buildings will be mainly made of pre-fabricated materials.

6. Water Supply, Distribution and Sewerage -

Digging of 2 deep wells, construction of a pumping station where water is sterilized with chemicals, establishment of 1 reservoir ($1,000\text{m}^2$), with the necessary distribution system and the construction of a waste water system, including a septic tank for the administrative buildings. Total water needs are 50l/day/person , or $2,500\text{m}^3/\text{day}$ for the ultimate number of 50,000 persons, plus another $100\text{m}^3/\text{day}$ for administrative use. Submerged pumps will pump water to the central pumping station, from where it is pumped to the reservoir.

Priority to be given to spring or ground water as this is usually naturally pure and does not require any treatment.



7. Power Supply -

Power of about 15 MVA will be taken by connecting a 12 km high voltage transmission line from Napot Point to the centre. 1 50kVA diesel generator to be installed till the transmission line is installed. Afterwards it can serve as an Emergency generator at the hospital.

8. Other Costs -

Architecture and engineering to be undertaken by local contractors in co-ordination with the Ministry of Public Works. The Government of the Republic of the Philippines will also appoint a group of architects who will be in charge of project management. Materials not locally available will have to be transported from Manila to the site.

9. Contingency Reserve -

Use of the Contingency Reserve must be agreed upon according to paragraph 3 (f) of the Project Agreement.

C. PROCEDURES/POLICIES

The Government of the Republic of the Philippines will act as the implementing agency under an agreement signed by the Government and the High Commissioner. The Minister of Human Settlements is in charge of the Task Force set up within



the Government for dealing with all matters pertaining to assistance to refugees. For the day-to-day handling of matters an Executive Committee has been established.

The Government of the Republic of the Philippines will report to the High Commissioner Branch Office in Manila on the implementation of the Project.

In accordance with the relevant provisions of the Project Agreement, the High Commissioner or his representative will be responsible for all disbursements for this Project and ensure proper accounting of receipts and expenditure.

The Project will be executed in stages allowing the first group of 2,000 persons to arrive in the second half of December 1979, and for the completion of all construction work in February 1980.

Am
sub.

Budget for Construction of Refugee Processing Centre
in the Philippines

		<u>Schedule</u>	
		<u>I</u>	<u>II</u>
		<u>Pesos</u>	<u>Pesos</u>
I.	<u>Site Preparation</u>		
	1. Ground clearance	1,000,000	
	2. Road development	1,850,000	
	3. Surface drainage	2,550,000	
	Sub-total		5,400,000
II.	<u>Refugee Housing</u>		
	1. 1670 living units	20,040,000	
	2. 80 toilet units	5,760,000	
	3. 40 shower/laundry units	1,520,000	
	Sub-total		27,320,000
III.	<u>Community Facilities</u>		
	1. Classrooms	1,620,000	
	2. Meeting rooms	800,000	
	3. Market facilities, shops, etc.	580,000	
	4. Garbage disposal site	9,000	
	5. Cemetery site	6,000	
	6. Playground	15,000	
	7. Postal services, including post office	150,000	
	Sub-total		3,180,000
IV.	<u>Administrative Buildings</u>		
	1. Processing centre	3,000,000	
	2. Administrative offices	240,000	
	3. Staffhousing	1,752,000	
	4. Dining/kitchen unit for staff	600,000	
	5. Guest house	700,000	
	6. Garage	960,000	
	7. Workshops	253,000	
	8. Storehouses	800,000	
	9. Guardposts	41,000	
	10. Powerhouse	144,000	
	11. Fire brigade station	240,000	
	12. Fuel station	96,000	
	Sub-total		826,000

Jan
rvp.

V. Health Facilities

1. Dispensaries
2. Hospital

300,000
720,000

Sub-total

1,020,000

VI. Water supply, Distribution and Sewage

1. Two deep wells
2. Pumping station₃
3. Reservoir 1000m³
4. Chlorination
5. Piping
6. Waste water system including septic tank for administration building

500,000
260,000
630,000
100,000
2,284,000

525,000

Sub-total

4,299,000

VII. Power Supply

1. Emergency generator
2. Transmission wire (12km)
3. Transformer
4. Low voltage distribution
5. Overheads etc.

185,000
1,700,000
150,000
180,000
664,000

Sub-total

2,879,000

VIII. Other Costs

1. Architectural and engineering fees 5%
2. Project management 1%
3. Transportation of materials

2,646,200
529,240
3,000,000

Sub-total

6,175,440

IX. Contingency Reserve

4,110,560

GRAND TOTAL

63,210,000

US \$ 8,600,000

Agreement---Construction.....
79/PC/PHI/MA/1/CON

TIME SCHEDULE

Objective (Sector/Component)	Funds to be provided in Pesos	IMPLEMENTATION SCHEDULE												COMMENTS			
		O	N	D	J	F	M	A	M	J	J	A	S				
1. Ground clearance	1,000,000																
2. Road development	1,850,000																
3. Surface drainage	2,550,000																
4. 1670 living units	20,040,000																
5. 80 toilet units	5,760,000																
6. 40 shower/laundry units	1,520,000																
7. Classrooms	1,620,000																
8. Meeting rooms	800,000																
9. Market facilities, shops, etc.	580,000																
10. Garbage disposal site	9,000																
11. Cemetery site	6,000																
12. Playground	15,000																
13. Postal services including Post Office	150,000																
14. Processing centre	3,000,000																
15. Administrative offices	240,000																
16. Staffhousing	1,752,000																
17. Dining/kitchen unit for staff	600,000																
18. Guest house	700,000																
19. Garage	960,000																
20. Workshops	253,000																
21. Storehouses	800,000																


Ref.

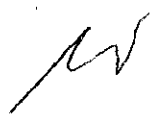
TIME SCHEDULE

Objective (Sector/Component)	Funds to be provided in Pesos	IMPLEMENTATION SCHEDULE												COMMENTS			
		O	N	D	J	F	M	A	M	J	J	A	S				
22. Guardposts	41,000																
23. Powerhouse	144,000																
24. Fire brigade station	240,000																
25. Fuel station	96,000																
26. Dispensaries	300,000																
27. Hospital	720,000																
28. Two deep wells	500,000																
29. Pumping station	260,000																
30. Reservoir 1000m ³	630,000																
31. Chlorination	100,000																
32. Piping	2,284,000																
33. Waste water system including septic tank for administration building	525,000																
34. Emergency generator	185,000																
35. Transmission wire (12km)	1,700,000																
36. Transformer	150,000																
37. Low voltage distribution	180,000																
38. Transportation of materials	3,000,000																


Handwritten mark

Handwritten mark

	INTERIM REPORT	FINAL REPORT
<p>1. Site Preparation</p>	<p>Ground clearance of some 300 ha. Development by gravelling of some 3.7 km. collector roads and the establishment of a system of drainage ditches (17 km).</p>	
<p>2. Construction of Refugee Housing</p>	<p>Construction of 1670 family units, 960 toilet units, 480 shower units, 40 laundry fountains and 86 drinking water taps. As far as possible refugee labour and local construction materials to be used.</p>	
<p>3. Construction of community facilities</p>	<p>Construction of 60 classrooms, 15 meeting rooms, open market facilities and shops. Establishment of one garbage disposal site, a cemetery site, 5 playgrounds and the construction of a post office.</p>	



	INTERIM REPORT	FINAL REPORT
<p>4. Construction of admin. building</p>		<p>Construction of a processing centre, an administrative building, 16 family type staffhouses, 16 dormitory type staffhouses, 11 dining/kitchen units for staff, 1 guesthouse, 1 garage, 1 workshop, 2 storehouses, 3 guard posts, 11 power houses, 1 fire brigade station.</p>
<p>5. Health Facilities</p>		<p>Construction of 1 dispensary and 1 hospital, made of prefabricated materials.</p>
<p>6. Water supply and sewage</p>		<p>Digging 2 deep wells, construction of pumping station, 1 reservoir, piping, septic tank, waste water system.</p>

	INTERIM REPORT	FINAL REPORT
7. Power Supply	Establishment of 12 km high voltage transmission line installation	50 kva diesel generator.
8. Other Costs	<ul style="list-style-type: none"> a) Architecture and engineering b) Transportation of construction materials to the site. 	
9. Contingency Reserve		



Agreement--Construction....

Location: Bataan, Philippines

Project Symbol: 79/PC/PHI/MA/1/CON

FINANCIAL MONITORING CHARTIN PESOSRevision No.:
Date:

Sector/component/unit	Estimated Budget	Disbursements as at 31.12.79		Disbursements (commulative) as at 29.2.80	Total Expenditure on 29/2/80		Comments	
		Planned	Actual		Disbursed	Outstanding obligations		
1	2	3	4	5	6	7	8	9
<u>Site Preparation</u>								
1. Ground clearance	1,000,000							
2. Road development	1,850,000							
3. Surface drainage	2,550,000							
<u>Refugee Housing</u>								
1. 1670 living units	20,040,000							
2. 80 toilet units	5,760,000							
3. 40 shower/laundry units	1,520,000							
<u>Community Facilities</u>								
1. Classrooms	1,620,000							
2. Meeting rooms	800,000							
3. Market facilities, shops, etc.	580,000							
4. Garbage disposal site	9,000							
5. Cemetery site	6,000							
6. Playground	15,000							
7. Postal services	150,000							

Sector/component/unit	Estimated Budget	Disbursements as at 31.12.79		Disbursements (commulative) as at 29.2.80	Total Expenditure on 29/2/80		Comments	
		Planned	Actual		Disbursed	Outstanding obligation		
1	2	3	4	5	6	7	8	9
<u>Administrative</u> <u>Buildings</u> 1. Processing centre 2. Admin. offices 3. Staffhousing 4. Dining/kitchen unit for staff 5. Guest house 6. Garage 7. Workshops 8. Storehouses 9. Guardposts 10. Powerhouse 11. Fire brigade station 12. Fuel station <u>Health Facilities</u> 1. Dispensaries 2. Hospital	3,000,000 240,000 1,752,000 600,000 700,000 960,000 253,000 800,000 41,000 144,000 240,000 96,000 300,000 720,000							

[Handwritten signature]

[Handwritten mark]

Location: Bataan, Philippines
Project Symbol: 79/PC/PHI/MA/1/CON

Revision No.:
Date:

Sector/component/unit	Estimated Budget	Disbursements as at 31.12.79		Disbursements (cumulative) as at 29.2.80	Total Expenditure on 29/2/80		Comments	
		Planned	Actual		Disbursed	Outstanding Obligation		
1	2	3	4	5	6	7	8	9
<u>Water supply, Distribution & Sewage</u>								
1. Two deep wells	500,000							
2. Pumping station	260,000							
3. Reservoir 1000m ³	630,000							
4. Chlorination	100,000							
5. Piping	2,284,000							
6. Waste Water system	525,000							
<u>Power supply</u>								
1. Emergency generator	185,000							
2. Transmission wire (12km)	1,700,000							
3. Transformer	150,000							
4. Low voltage distribution	180,000							
5. Overheads etc.	664,000							
<u>Other Costs</u>								
1. Architectural & Engineering fees 5%	2,646,200							
2. Project management 1%	529,240							
3. Transportation of materials	3,000,000							
Contingency Reserve	4,110,560							
GRAND TOTAL	63,210,000	30,000,000		63,210,000				

Jpr

W