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PROGRAMME BUDGET FOR THE BIENNIUM 1996-1997

Construction of additional conference facilities at Addis Ababa and Bangkok

Report of the Secretary-General

I. INTRODUCTION

- 1. By its resolution 39/236 of 18 December 1984, the General Assembly approved the construction of additional conference facilities at the Economic Commission for Africa (ECA) at Addis Ababa and a construction project for the expansion of conference facilities at the Economic and Social Commission for Asia and the Pacific (ESCAP) at Bangkok.
- 2. In accordance with resolution 39/236, annual progress reports have been submitted on both construction projects. As indicated in the previous report of the Secretary-General (A/C.5/51/37), no further progress reports will be submitted on the construction project at Bangkok following submission of full details on all aspects of the progress and completion of the project included in that progress report. It is anticipated that the cost of the construction project at ESCAP will be capitalized and recorded shortly under the United Nations Capital Assets Fund.
- 3. Consequently, the present report focuses on the progress on the project at Addis Ababa since the last report of the Secretary-General submitted to the General Assembly at its fifty-first session (A/C.5/51/37 and Add.1). In addition, the present report seeks to respond to Assembly decision 51/488 of 15 September 1997, in which the Secretary-General was authorized to take all necessary steps to settle all outstanding claims on the construction of additional conference facilities at Addis Ababa taking into account the interests of the Organization and to make final payments on the construction project from the construction-in-progress account of ECA; and was requested to

issue a full report on the construction at Addis Ababa including, <u>inter alia</u>, relevant information concerning any internal or external audits conducted with regard to the construction project.

II. STATUS AND PROGRESS REPORT ON THE PROJECT AT ADDIS ABABA

A. <u>Overview</u>

- As originally approved by the General Assembly in 1984, the construction project was estimated to cost \$73,501,000 or 102,085,000 European currency units (ECUs) at November 1984 exchange rates. However, as a result of delays described in previous reports of the Secretary-General to the General Assembly, international tendering resulted in a revised estimated total cost for the project of \$107,576,900 or ECU 78,523,400 at November 1990 exchange rates. final figure was further increased as reported by the Secretary-General in his previous progress reports to the General Assembly (A/C.5/51/37 and Add.1), having taken into consideration the agreed settlement with the main (construction) contractor of the project, and the addition of an allowance for potential claims arising from the telephone system contract. The estimated final cost of the project would amount to \$115,228,494 (at the May 1997 exchange rate), subject to variations resulting from exchange rate fluctuations in converting United States dollars to ECU (or other currencies based on invoices received from the architect) at the time of payment. This would be an increase of \$7,651,594 (at the May 1997 rate) over the amount of \$107,576,900 approved by the General Assembly for the project. As at 30 September 1997, total disbursements amounted to \$103,432,770.
- 5. Substantial completion of the new facilities was achieved on 21 April 1996 and handover on 22 April 1996; since then a defects liability period has been in effect.
- 6. The new United Nations conference centre at Addis Ababa is considered to be one of the premier facilities in the region and since the date of handover on 22 April 1996 has been designated as the venue for a number of major conferences and smaller meetings. A total of 13 conferences and meetings were held in 1996 and a total of 86 meetings in the first nine and a half months of 1997. A selection of these meetings is attached as annex I to the present report.
- 7. As regards the final total agreed settlement with the main (construction) contractor, which amounts to \$94.3 million (ECU 77.2 million at May 1997 rates), an amount of \$83,614,577 (ECU 67,783,072) had already been paid during the course of the construction project. The unpaid balance of the agreed settlement was subsequently paid in two tranches: the first in May and the second in September 1997, excluding, however, the amounts of \$284,000 (ECU 250,000) and a retention bond of ECU 1.25 million which have been withheld pending completion of making good certain remaining defects.
- 8. The main (construction) contract is to be deemed completed after issuance of the certificate of completion and making good defects. The contractor's residual obligations thereafter will be those concerning warranties and guarantees of equipment, which will be monitored and administered by ECA.

9. Other project costs related to supervision (architect/engineer, quantity surveyor) are in the process of review for payment. As concerns the contract for the installation of the telephone system, this project is in the acceptability and system testing stage until the end of November 1997.

B. <u>Construction activities</u>

1. <u>Contract provisions</u>

- 10. The construction contract was signed on 22 February 1991 and work commenced on 29 April 1991 with substantial completion scheduled to be achieved within 36 months, i.e., by 29 April 1994.
- 11. The contract sum was for ECU 52,655,450, based on the first issued set of bills of quantities. Allowance for inflation and exchange rate fluctuations, to be calculated by a contractually defined mechanism, was not included in the contract sum, as indicated in the report of the Secretary-General to the General Assembly at its forty-fifth session (A/C.5/45/53, paras. 19 and 20), and was estimated at an additional amount of ECU 9.2 million during the three years of construction.
- 12. There were three contract amendments (1 and 2 signed by the contractor on 9 June 1993 and ECA on 2 August 1993, and 3 on 19 April 1994), which increased the contract sum by ECU 2,375,603. In addition to this amount, amendment 3 provided for a lump sum payment of ECU 175,000 as settlement for the force majeure claim to be charged to the contingency and not to form part of the contract sum. The circumstances of the force majeure and the contractor's claims for compensation were described in the report of the Secretary-General to the General Assembly at its forty-seventh session (A/C.5/47/11, para. 10) and in the related report of the Advisory Committee on Administrative and Budgetary Ouestions.¹
- 13. In addition, contract amendment 3 added 334 days to the period for substantial completion of the construction, thereby making the new completion date 28 March 1995.

2. <u>Construction progress</u>

- 14. Work on site started at a relatively slow pace and the contractor had only partially mobilized when a <u>force majeure</u> situation occurred from 22 May 1991 to 12 July 1991. This resulted in serious disruption to the mobilization process and raised related field problems, including insecurity for road transport, port congestion, fuel shortages, and so forth. As these conditions persisted, the original 36 months' completion period, i.e., completion by 29 April 1994, appeared unattainable.
- 15. In addition, it became evident to the Organization during the early stages of construction that the <u>force majeure</u> situation and related factors such as additional administration and site supervision would increase the contractor's costs. Further, shortage of skilled labour, inexperience of staff and

inadequate deployment of staff and equipment by the contractor added to the difficulties of the project.

- 16. In order to assess the situation and attempt to limit delays, United Nations Headquarters staff members visited both the site and the contractor's head office during 1991 and 1992. The United Nations subsequently agreed to an extension of time of 334 days for completion of the construction project on 28 March 1995 (granted by contract amendment 3 referred to earlier).
- 17. During the same period, in 1994, additional work and project changes were requested by ECA, which, inter alia, included electrical, mechanical and special system requirements such as additional and uninterruptible power supply, building automated control system and anti-intrusion security. Some of these changes were the result of modified user requirements, or for greater operational efficiency, and to take advantage of changes in technology since the original design was drawn, for example innovations in fibre optics.
- 18. As the cumulative impact of these changes became apparent, the contractor advised the Organization of its inability to meet the revised completion date of 28 March 1995 and that substantial completion would only be achieved in January 1996 followed by handover in April 1996. Detailed claims for extensions of time were subsequently submitted by the contractor.
- 19. During 1995, visits to the site were undertaken by independent experts who, in conjunction with the United Nations and the consultants (architect/engineer and quantity surveyor) for the project, reviewed the contractor's time delay claims. In addition, the revised programmes for completion of construction as well as procedures for testing and handing over were reviewed to ensure completion by the revised date without further delays.
- 20. As a result of additional pressure exercised by the United Nations, measures introduced by the contractor to improve the pace of work succeeded in the target date for handover being met on 22 April 1996.

3. <u>Liability for making good defects upon substantial</u> completion and handover

21. The 10-month contractual liability for making good defects commenced on the date of handover and would have been completed by 22 February 1997. However, owing to delays in obtaining replacement material and parts, not all the defects have been rectified to the satisfaction of the United Nations and the consultants. The consultant (architect/engineer) has, therefore, been unable to issue the certificate of completion and making good defects which would signify the end of the contractor's liability under the contract. Two options are currently being considered with respect to the outstanding work: (a) the contractor completes the outstanding work and the consultant issues the certificate; or (b) the consultant issues a modified certificate with a list of items to be rectified and a third party performs the repairs with the money withheld from the contract. The second option is a common practice in the construction industry as it is not always feasible to complete or satisfactorily complete all items according to specifications. There can be various reasons

for this, i.e. the specified fabric/material is not available or the exact colour of flooring, and so on cannot be attained. In these situations a value to complete these items is held back from the final payment and a modified certificate is issued.

- 22. However, as indicated in paragraph 8, the contractor would remain responsible for certain equipment under warranties and guarantees following the issuance of the certificate of completion and making good defects, and retain responsibility for any "provisions that remain unperformed" in accordance with clause 44 (5) of the general conditions of the contract.
- 23. The United Nations continues to hold a retention bond of ECU 1.25 million and ECU 250,000 in payments to the contractor pending completion of the repairs.

C. <u>Contract for the installation of the telecommunications system</u>

- 24. Although the contract for the telephone installation forms part of the overall project cost, the work was performed by an independent contractor supervised directly by the United Nations.
- 25. The contract with the contractor engaged to install the telecommunications system was concluded on 30 November 1994. It involved the design, manufacture, supply and installation, integration, testing and implementation (on a turnkey basis) of a voice communications system consisting of a private automatic branch exchange (PABX), a voice data communications cabling system, equipment and software, at an approximate cost of \$3,252,550 (which included a \$250,000 allowance for changes). Full system cut-over was to take place within 52 weeks of the date of entry into force of the contract and final acceptance within 90 days thereafter.
- 26. However, the contractor experienced various difficulties in reaching the envisaged completion date. These included importation of equipment, releases by the State Telecommunications Authority, decay of cabling during retention of same in customs areas exposed to climatic conditions and the installation of the telecommunications system itself being undertaken in parallel to the refurbishment and construction works at the ECA conference centre by a contractor separate from the main (construction) contract.
- 27. Owing to the delays and other complications associated with the telecommunications project, a series of high-level meetings were held at the United Nations Headquarters, both internally and with the contractor to identify a workable solution. Attempts were made to negotiate an amendment to the contract that could facilitate completion of the contract, without the loss by any of the parties of their rights under the terms of the contract concerning, inter alia, liquidated damages, out of scope work and so forth. An engineer from the Information Technology Services Division (ITSD) of the Secretariat surveyed the work completed to date and ITSD reviewed the requirements, developing a reduced scope of work for installation, measured by the number of outlets installed.

- 28. The contract was subsequently amended on 15 and 19 November 1996 in order, inter alia, to revise the scope of work by reducing the number of outlets to be installed from 2,649 to 2,252 and to extend the system cut-over to 15 November 1996 and final acceptance to 15 December 1996 for a total revised cost of \$3,002,550.
- 29. However, further delays were encountered by the contractor and the project could not be completed in accordance with the amended contract. The contractor subsequently completed the PABX and cable network installation by 31 August 1997 and offered the telecommunications system for United Nations acceptance testing. During acceptance testing, minor deficiencies were identified for corrective action by the contractor, to be completed on or by 30 November 1997. The system stability test (availability test) over a consecutive 30-day period is scheduled to end by 30 November 1997.
- 30. The full potential of the telecommunications system as designed and installed cannot, however, be utilized as requests by the United Nations to the host Government's Telecommunications Authority for an increment on the trunk access capability to their central office, in-dialling facility, international dialling facility, and a metering signal or answered call supervision facility have not been met. However, the Organization continues to pursue this matter with the authorities.

D. Financial aspects

31. The estimated total project cost amounts to \$115,228,494, of which \$94.3 million or ECU 77.2 million relates to the settlement agreement with the main contractor detailed in the addendum to the report of the Secretary-General (A/C.5/51/37/Add.1) and discussed later in the present report. The balance relates to payments made or expected to be made to consultants for design and supervision, for furnishings and equipment (primarily telephone installation) and for United Nations administrative expenses. In addition, the balance includes an allowance for a potential claim from the contractor for the telephone system and a claim for extra works and loss of time encountered by the contractor.

1. Liability and claims for delay in construction

32. By the end of the five-year construction period, invoices and first statements of final account by the main contractor were in excess of ECU 73 million, on which it was estimated that fluctuations would amount to ECU 12 million, resulting in a total cost of work of ECU 85 million. In addition, the contractor claimed financial compensation in respect of virtually all the delays detailed earlier in paragraphs 14 to 20 of the present report. As first presented, on 18 November 1995, the claim amounted to approximately ECU 16 million. Later revisions taking into account continuing delays and escalating costs resulted in increasing the claim to approximately ECU 18 million. As a result, the total for construction, fluctuations and delays claimed by the main contractor amounted to approximately ECU 103 million.

- 33. At the same time, by the terms of the contract, liquidated damages could be claimed by the United Nations for delays caused by the contractor beyond the revised completion date of 28 March 1995.
- 34. Claims by the contractor that it was not responsible for any of the delays were considered and responded to by the United Nations after review of the claims and reports obtained from the consultants, assisted by independent experts.
- 35. While the United Nations acknowledged that part of the delay from 28 March 1995 to 21 April 1996 could have been due to changed requirements by ECA, the main contractor's contention that this was the cause of all of the delay was not accepted. Discussions on this question continued through 1995 without conclusion. As no additional extension of time was granted, the question of liability to liquidated damages became part of the overall time and cost claims. Discussions aimed at arriving at an agreed settlement with minimal or no additional financial implications started during the last week of September 1996 and culminated in May 1997 with the execution of a settlement agreement.

2. <u>Settlement agreement</u>

36. The final total settlement with the main contractor amounted to ECU 77.2 million (\$94.3 million at May 1997 rates). As detailed in the addendum to the report of the Secretary-General (A/C.5/51/37/Add.1, para. 6), the settlement amount consisted of five separate sums, each of which is considered below. All of these sums are denominated in ECUs, the currency of the contract.

(a) <u>Value of work</u>

- 37. The settlement agreement included ECU 64.7 million for the value of the works before the addition for fluctuations. This sum contrasts with the contractor's evaluation and first statement of final account of more than ECU 73 million.
- 38. The contract sum contained a number of provisional sum allowances for work that had not been designed fully in the time allowed in the project timetable. During construction, those provisionally costed works were designed, measured and costed at bid rates for adjustment in the final account. Similarly, the final account was adjusted for differences between measured as-built quantities and quantities in the bid documents.
- 39. Variations in designs and specifications were additionally ordered by the United Nations to improve the facilities, to reduce maintenance costs, to allow for changed user requirements and for advances in technology. The final account was subject to adjustment for these variations.
- 40. The contractor's monthly payment invoices submitted to the United Nations concluded with the statement of final account required by the contract and issued in several versions during July and August 1996. All submissions were subject to detailed and extensive review and verification by the United Nations

and the consultants. The checks concerned compliance with the contract of all items claimed for payment as well as verification of all measurements, quantities and rates included by the contractor.

- 41. This checking procedure was difficult and time consuming and, in order to ensure no overpayment to the contractor, the consultants certified payments to a ceiling of ECU 62 million only, pending completion of the verification process. In addition to the retention of funds for the possible imposition of liquidated damages, the United Nations delayed payment on the final three certificates for payment issued during the closing months of construction.
- 42. In September 1996, although the quantity surveyor's verification of the contractor's submissions had not been fully completed, from the partial checks carried out it was evident that an approved final account for the value of works would be between ECU 62 and 66 million.
- 43. Cost appraisals by the quantity surveyor indicated that the adjustments for the final account would result in the following estimated aggregated extras to the revised contract sum of ECU 54,981,053 (in accordance with amendments referred in paragraph 11) for:
 - (a) General contractor's work: ECU 3.9-6.2 million;
 - (b) Electrical and special systems installations: ECU 2.4-3.7 million;
 - (c) Mechanical works: ECU 0.7-1.1 million.
- 44. On the basis of these estimates, the checked and approved final account would be between ECU 7 and 11 million less than the contractor's statement of final account. However, the contractor indicated that an imposed final account at the lower end of the estimate range would lead to major contractual disputes.
- 45. Main issues between the consultants and the contractor which precluded agreement of the final account at that time included: the consultants' evaluations based on their own interpretation of several major contractual differences, which the contractor would not accept; regression calculations and exchange rate adjustments necessary to reduce the cost base for new items to the contract cost base; additional cost of enhanced specifications provided by the contractor was not acceptable to the consultants in the absence of prior notification and approval; failure of the contractor to analyse original bid rates in detail, leading to difficulties in establishing profit margins and other mark-ups; failure to agree on extra costs for items originally offered by the contractor as "no extra cost" alternatives to items originally specified; failure to agree on rates for new items and inability of the contractor to accept the consultants' independent evaluations.
- 46. Most of these disagreements seemed insurmountable at the time and it was anticipated that the consultants' evaluation of the final account could be issued unilaterally only after extensive and time-consuming remeasuring of all items submitted by the contractor. The contractor would then have the choice of either accepting the consultants' evaluation or of disputing it through contractual procedures, possibly leading to protracted and costly arbitration.

(b) Fluctuations

- 47. The sums payable for the cost of inflation and exchange rate adjustments between the United States dollar, ECU and Ethiopian birr were calculated for each monthly payment to the contractor.
- 48. Estimates for fluctuations established in 1990 had been for a total increase of ECU 9.2 million. Despite the extended construction period, costs associated with inflation and exchange rate variations were moderate over that period. The consultant's final forecasts were for costs between ECU 9.3 and 10.3 million. It was not possible to finalize the total as the calculation depended on both final construction costs and the revised contractual date for completion, neither of which were available prior to the settlement. The final settlement agreement included ECU 10.3 million for fluctuations.

(c) Contractor's financial claim

- 49. Warnings of delays and additional costs, allegedly caused by the United Nations, were given by the contractor from September 1994 onwards, with a formal notice of intention to apply for both extension of time and the resultant additional costs issued on 16 December 1994.
- 50. During 1995 protracted discussions on these issues between the United Nations, the consultants, a team of independent experts and the contractor were inconclusive. The contractor finally submitted a claim for financial compensation amounting to more than ECU 18 million.
- 51. Following lengthy discussions and a detailed review of the claims of the contractor, it appeared that an offer in full and final settlement of the financial claim would be appropriate and in the best interests of the Organization. In order to arrive at this amount, consideration was given not only to the justification and validity of the contractor's claims as reviewed by the consultant (quantity surveyor), but also to the significant financial exposure for the Organization should the case proceed to arbitration.
- 52. Despite considerable negotiation between the parties it was apparent that no figure for the claim would be accepted by the contractor unless it formed part of an overall settlement.
- 53. The final settlement agreement included ECU 2.2 million for these financial claims, which took into consideration the recommendation made by the quantity surveyor for services provided by the contractor that were deemed reasonable and for which the United Nations received value, as well as administrative costs from delays entitling the contractor to further extension of time.

(d) <u>Variations</u>, <u>financial charges</u>

54. Excluded from the quantity surveyor's estimated ECU 62-66 million final account referred to in paragraph 42 were the costs of some acoustical and sound insulation works which had been carried out by the contractor, although not originally included in the contract. These related mainly to additional

insulation of walls, floors and ceilings in the mechanical rooms which further guaranteed the acoustic properties of the conference areas.

55. Additionally, the continued delays in making several payments during the final stages of the construction to avoid overpayment to the contractor, and in anticipation of the imposition of liquidated damages, resulted in the contractor incurring financial expenses. The liability of the United Nations in these respects was not clear. However, it appeared likely that an arbitrator could determine in part against the United Nations and these costs would be payable to the contractor. Having considered these points, the settlement agreement included ECU 2 million as a fair and equitable assessment of the costs.

(e) <u>Liquidated damages</u>

- 56. Although no official extensions of time for final completion were granted beyond the date of 28 March 1995, it was clear that not all of the delay was attributable to the United Nations but that the contractor was similarly liable. Despite extensive review of the contractor's submissions, no decisions could be reached as to the delays caused by each party. If, as requested by the contractor, a revised completion date of 13 January 1996 had been granted, the actual 99 days' delay for non-completion, i.e. the period from 13 January to 21 April 1996, would have resulted in the contractor being liable to liquidated damages in the approximate amount of ECU 2 million.
- 57. Consequently, the settlement agreement included a deduction of ECU 2 million for liquidated damages caused by delays attributable solely to the contractor.

III. AUDITS CONDUCTED

- 58. As requested by the General Assembly in its decision 51/488 of 15 September 1997, the Secretary-General has sought the views of the Board of Auditors and the Office of Internal Oversight Services (OIOS) regarding its audits of the construction of the conference centre at Addis Ababa. The views of both the Board and OIOS are summarized hereunder.
- 59. Recent audits conducted by the Board of Auditors for the bienniums 1994-1995 and 1996-1997 which referred to the construction at Addis Ababa included consideration of, inter alia, deficiencies in the selection procedure for the main contractor and quantity surveyor, deficiencies in the planning and design of the project, and the delay of over one year in completion of the centre resulting in a cost overrun of 30 per cent, part of which was attributed to the inexperience of the contractor, his failure to deploy adequate staff and variations to the terms and specification of the original contract. The auditors noted that the delays in completing the project also led to additional expenditure on supervision to compensate for additional technical support it had to provide in view of the failings of the main contractor.
- 60. Concerning the selection of the main contractor, the auditors noted that the lowest bidder for the contract had been rejected on the grounds that he had misinterpreted the bid documents and this had led to the selection of a

contractor \$1.15 million costlier. The auditors considered there was a case for pursuing the matter or negotiating with the next higher bidder. The Board consequently recommended that criteria for pre-qualification of contractors should be established before selecting firms for issue of requests for proposal and that contractors who do not meet the established criteria should not be invited to participate in tenders. In addition, the audit had concluded that the selection of the quantity surveyor for the project could not be taken as based on competitive offers. Even though 67 expressions of interest from various contracting firms were received, of the five firms shortlisted for issue of requests for proposal, four were eliminated for technical or other reasons.

- 61. As concerns variations, the auditors considered that midstream modifications resulting from deficiencies in planning and design had led to delays in construction and represented avoidable additions to the cost of the conference centre.
- 62. During the same period, similar audits of the construction facility at ECA were conducted by the OIOS. These included a review in the field as part of the overall audit of ECA, at United Nations Headquarters as part of the audit of general procurement management and the third focusing on the management and operation of the conference facility following completion of the construction.
- 63. The most recent audit findings as they related to the ECA construction project were addressed as part of an audit of procurement management conducted between February and October 1995. In this case, internal control over the administration of a number of contracts at ECA was reviewed, including the contract for architectural and engineering services for the construction of the ECA conference centre. Shortcomings noted included the raising of the contract amount for architectural and engineering services by \$2.4 million without the required prior clearance of the Headquarters Committee on Contracts; the ex post facto establishment of certain rates for overhead expenses and salaries of the site field staff, involving the retroactive payment of \$412,000 to the contractor; the need for the involvement of the Procurement Division in vendor negotiations and contract amendments; delays in the completion of the construction works, resulting in additional costs to the Organization of ECU 26,267 a month for the above services, and the non-application of a contractual provision under which the contractor was to pay a penalty of ECU 20,000 for each month's construction delay.
- 64. It should be noted that the Administration's comments and clarifications on the views of the Board of Auditors and OIOS outlined in this section are contained in the responses to management letters and internal audit covering these issues.

IV. CONCLUSION

65. As reported to the General Assembly at its fifty-first session, despite the numerous delays and difficulties encountered during implementation of the project at Addis Ababa, substantial completion of the new conference facilities occurred on 21 April 1996 with handover of the premises on 22 April 1996.

- 66. As indicated in the addendum to the report of the Secretary-General (A/C.5/51/37/Add.1), estimated total project cost remains at \$115,228,494 pending final payments of all outstanding and anticipated claims and currency fluctuations at time of payment.
- 67. The construction progress of this project has been closely monitored on a continuing basis by the United Nations since its inception, including numerous missions from Headquarters, as described in annex II. Additionally, since 1992 to date, extensive audits of this project have been conducted, as described in section III above.
- 68. In accordance with General Assembly resolution 39/236, progress reports will continue to be submitted to the General Assembly until all aspects of the construction project at Addis Ababa, including the installation of the new telephone system, are completed. As at the end of October 1997, the certificate of completion and making good defects in the construction has not been issued, pending rectification of defects raised by the United Nations and brought to the attention of the main contractor. Further, acceptance and stability testing of the telecommunications system are proceeding.

<u>Notes</u>

Official Records of the General Assembly, Forty-seventh Session, Supplement No. 7 (A/47/7 and Add.1-17), document A/47/7/Add.2, paras. 2 and 3.

ANNEX I

Selection of meetings held at Addis Ababa

<u>1996</u>			
April	-	17th meeting of the Technical Preparatory Committee of the Whole	
May	-	17th meeting of the Technical Preparatory Committee of the Whole and the thirty-first session of the Commission and 22nd meeting of the Conference of Ministers	
July/August	-	United Nations Educational, Scientific and Cultural Organization, Global strategy meeting	
August	-	Global Coalition for Africa Consultative Conference	
November	-	Ad hoc Group Meeting on Resources for Increased Production and Utilization of Non-Conventional Food Resources as a Source of Food in Africa	
	-	Organization of African Unity (OAU), meeting on developing negotiation and mediation skill	
	-	Ninth United Nations Cartographic Conference for Africa	
December	-	International Council on the Management of Population Programmes, 14th International Seminar on managing quality reproductive health programmes	
	-	Association of African Universities, Pan-African Symposium: "Problematic of an African Philosophy Twenty Years Later"	
	-	Cabinet Office of the Executive Secretary (COES), Meeting of the Executive Secretary with African ambassadors and plenipotentiaries at Addis Ababa	
1997			
January	-	Meeting on enhancement of the capacity of indigenous non-governmental organizations (NGOs) in Ethiopia	
	-	Third African Workshop on Human Rights Education	
	-	Expert Consultation on Operationalizing Programmes	
February	-	OAU/Office of the United Nations High Commissioner for Refugees, Seminar on Mobilizing Resources and Public Awareness for Refugees in Africa	

World Bank/University of Addis Ababa, African Virtual University - Inaugural training workshop Ministry of Water Resources, Nile in 2002 COES, Special initiative on Africa, working meeting March Ethiopian Government Women's Affairs, International Women's Embassy of France, on the occasion of the centenary celebration of the Embassy of France, "La Dictée" Economic and Social Policy Division (ESPD), sixth session of April the Conference of African Ministers of Finance: Experts and Ministerial Conference UNESCO, Culture and Development Workshop for Southern and Northern English-Speaking African Countries COES/Programme Planning, Finance and Evaluation Division, 18th meeting of the Technical Preparatory Committee of the Whole, Conference of Ministers OAU, meeting with diplomatic corps and international May organizations, Special Emergency Assistance Fund for Drought and Famine in Africa COES, NGO Forum on Governance Ethiopian Private Industry Association (EPIA), Employees Federation June Food Security and Sustainable Development Division, Second General Assembly of the African Population Commission (APC) COES/ESPD, Forum for cost-sharing in the south section (ECA/World Bank/United Nations Children's Fund) UNESCO, Peace-building, conflict resolution and national reconciliation: Communications for peace-building July COES/United Nations Development Programme, Africa Forum on Governance Development Information Services Division (DISD), National Workshop on Information Technology COES, Change management steering committee meeting

August	-	Eleventh Workshop on Rural Development in Sub-Saharan Africa
	-	Ethiopian Government, Women's meeting, fourth international conference
	-	United Nations Conference on Trade and Development, Automated System of Customs Data/Customs Project
September	-	Seminar on economic integration and transboundary resources
	-	DISD, Programme Presentation Day
	-	World Bank, Training programme
October	-	All African Conference of Churches, seventh Assembly Conference
	-	COES, Tokyo International Conference for African Development (TICAD) II, expert group meeting
	-	United Nations Industrial Development Organization, Ministerial Meeting

ANNEX II

Schedule of visits of Headquarters staff to the site and/or consultants during the construction project, 1991-1996

1	9	9	1

January - Meetings in Rome for discussions and negotiations with potential contractors

February - Participation in meetings at the architects/engineers office in Rome - reviewing the final drawings prepared by the architects/engineers required for the signing of the construction contract. Travel to Addis Ababa for signing of the construction contract and arranging tours of the United

Nations

March - Meetings with the architects/engineers and contractor.

Initial meetings with contractor to concentrate on:

(a) setting up a timetable for commencing construction and

for each phase of the construction period; and
(b) interviews of construction superintendent

July-August - Meetings at Addis Ababa regarding construction project

November - Travel to Rome for meeting with ECA, the architects/engineers and the contractor. The Director of the Buildings and Commercial Services Division of the Secretariat also attended meetings. Meetings concentrated on policy issues with the top management of the contractor

1992

March-April - Participation in meetings with ECA, the consultants and the contractor's site staff. Meetings on contract administration and procedures for approval of payments and variation orders, review of construction progress

May-June - Participation in meetings with ECA, the consultants and the contractor to review variation orders and construction progress

August - Meetings with the consultants and the contractor to review force majeure claims, programming problems and construction progress

November-Meetings with the architects/engineers and the contractor on force majeure claims, programming problems and revised date December of completion of construction 1993 January-Meetings with the consultants and the contractor at Addis February Ababa to review outstanding matters. Chairmanship of quarterly meetings in Rome and discussions with contractor on claims <u> 1994</u> Finalization of discussions regarding settlement/withdrawal February of force majeure claim by contractor. Meetings with ECA representatives, consultants and contractor's senior management March Chairmanship of quarterly meetings with the Office of General Services, ECA, architects/engineers, quantity surveyor and contractor to review construction progress, represent United Nations on various time-critical issues, i.e., remedial work of roof finishes, etc., and review progress on host Government issues, i.e., rebuilding roadways to new conference centre June Chairmanship of regular quarterly meetings to review construction progress, revise project estimates and timetable, etc. <u> 1995</u> March Together with a team of experts, travel to Addis Ababa to review and evaluate the situation and progress on the construction of the conference facilities October-Travel to site to monitor the final construction stages December 1996

all outstanding items

Travel to the construction site to assess the project and recommend corrective action, and to ensure finalization of

March