

No. 23302

**UNITED NATIONS
(UNITED NATIONS DEVELOPMENT PROGRAMME)
and
BURUNDI**

**Building Construction Loan Agreement (with annexes).
Signed at Bujumbura on 19 March 1985**

Authentic text of the Agreement, except annex II: French.

Authentic text of annex II: English.

Registered ex officio on 19 March 1985.

**ORGANISATION DES NATIONS UNIES
(PROGRAMME DES NATIONS UNIES
POUR LE DÉVELOPPEMENT)
et
BURUNDI**

**Accord de prêt à la construction (avec annexes). Signé à
Bujumbura le 19 mars 1985**

Texte authentique de l'Accord, sauf annexe II : français.

Texte authentique de l'annexe II : anglais.

Enregistré d'office le 19 mars 1985.

[TRANSLATION — TRADUCTION]

BUILDING CONSTRUCTION LOAN AGREEMENT¹ BETWEEN THE UNITED NATIONS DEVELOPMENT PROGRAMME AND THE GOVERNMENT

Whereas the Government of the Republic of Burundi (hereinafter referred to as “the Government”) and the United Nations Development Programme (hereinafter referred to as “the UNDP”) desire to co-operate in the construction and provision of residential buildings in Bujumbura for the housing of internationally recruited personnel made available to assist the Government under the programmes of assistance of the UNDP,

Now therefore the Parties hereto hereby agree as follows:

FUNDS

Article I. UNDP CONTRIBUTION

Loan

1.01. The UNDP agrees, on the terms and conditions set out in this Agreement, to lend to the Government a total sum (principal amount) composed as follows: funds which the UNDP and the Government determine would constitute the total cost, consistent with the amount estimated in annex I of this Agreement, of the construction of the residential buildings and appurtenances described in annex III of this Agreement (hereinafter referred to as the “residential buildings and appurtenances”), which funds are estimated at United States dollars nine hundred and seventy thousand seven hundred and seventy-five and 93 cents (\$970,775.93) as of the date of signature of this Agreement, and a sum equivalent to one (1) per cent of the total amount of such funds, which sum shall be retained by the UNDP as a service charge for administrative costs involved in the provision of the Loan.

1.02. The equivalent in Burundi francs of the sum necessary for the construction of the residential buildings and appurtenances shall, following signature of this Agreement, be deposited by the UNDP in accordance with the schedule of payments set out in annex I of this Agreement to the credit of the Government in a separate “Construction Account — Housing for UNDP Personnel” (hereinafter referred to as the “Construction Account”) to be opened by the Government in the Bank of the Republic of Burundi. As referred to in paragraph 1.01 above, the UNDP shall for purposes of meeting administrative costs involved in the provision of the Loan retain and utilize the amount equivalent to one (1) per cent of the funds necessary for construction of the residential buildings and appurtenances.

1.03. The Government shall repay the said Loan in accordance with the amortization schedule set out in annex II of this Agreement, it being understood that the amortization schedule is based on an estimate of the United States dollar equivalent to the total cost of the construction of the residential buildings and appurtenances referred to in paragraph 1.01 above and that the amortization schedule will be revised

¹ Came into force on 19 March 1985 by signature.

when the total amount of the Loan in United States dollars is finally determined within 60 days after the completion of the residential buildings and appurtenances. Repayment of the Loan shall commence 20 months after the payment of the first instalment of the Loan proceeds to the Government by the UNDP. The period of 20 months is understood to comprise the time required for the construction of the residential buildings and appurtenances under annex III of this Agreement, plus a period of one (1) year.

1.04. The Government shall pay interest to the UNDP at the rate of 5 per cent per annum on the principal amount of the Loan outstanding when the particular interest payment is to be made. Interest shall be payable semi-annually in accordance with the amortization schedule set out in annex II of this Agreement.

1.05. Repayment of the principal of the Loan and payment of interest thereon to the UNDP by the Government shall be made in the following manner:

- (a) All monies due as rent under the terms of this Agreement shall, as provided in paragraph 6.03 below, be collected by the Office of the UNDP Resident Representative in Bujumbura and be recorded in an account (hereinafter referred to as the "UNDP Resident Representative's Account") to be maintained by the office of the UNDP Resident Representative. Rents so recorded and not utilized for the purposes referred to in paragraph 6.05 (2) shall be used by the UNDP directly for repayment of the Loan and payment of interest thereon; and the Government shall be credited with such payments;
- (b) If monies available in the UNDP Resident Representative's Account are at any time inadequate for repayment of the principal of the Loan and payment of interest thereon, the Government shall, as provided in paragraph 6.04 below, make the necessary repayments of the Loan and payments of interest thereon to the UNDP in local currency.

1.06. (a) The principal of, and interest on, the Loan shall be paid free from all restrictions imposed under the laws of the Republic of Burundi and without deduction for and free from any taxes, fees, duties or levies imposed under such laws.

(b) Whenever it is necessary for the purposes of this Agreement to determine the value of one currency in terms of another, such value will be determined at the United Nations operational rate of exchange in effect on the date such determination is made.

Use of proceeds of the Loan

1.07. The Government agrees and undertakes to establish adequate arrangements satisfactory to the UNDP to ensure that the proceeds of the Loan shall be applied exclusively for the purposes of financing the cost of:

- (a) Supplies, materials, equipment and services necessary for the construction of the residential buildings and appurtenances;
- (b) Basic household equipment and furniture; and
- (c) Necessary expenses related thereto as may be agreed upon between the Government and the UNDP.

1.08. The Government agrees and undertakes to establish adequate arrangements satisfactory to the UNDP to ensure that all supplies, materials, equipment and services financed out of the proceeds of the Loan shall be used exclusively for the construction of the residential buildings and appurtenances.

1.09. The Government shall maintain or cause to be maintained records adequate to identify:

- (a) All disbursements made from the Construction Account referred to in paragraph 1.02 above; and
- (b) The use of such disbursements in the construction of the residential buildings and appurtenances.

1.10. (a) The Government and the UNDP shall co-operate fully to ensure that the purposes of the Loan shall be accomplished and shall keep each other informed on the manner in which the proceeds of the Loan are to be used in the construction of the residential buildings and appurtenances.

(b) The Government shall, in particular, provide the UNDP with statements concerning disbursements made and the utilization of such disbursements in the construction of the buildings.

Payment of the Loan to the Government in accordance with the schedule set out in annex I of this Agreement shall be dependent on the UNDP being provided with and satisfied by such statements.

(c) The Government and the UNDP shall as soon as possible after signature of this Agreement constitute a Resident Representative's Advisory Committee (hereinafter referred to as the "Advisory Committee") composed of Government representatives and such United Nations system personnel as may be appointed by the UNDP Resident Representative in Bujumbura to ensure the fullest possible co-operation between the UNDP and the Government and the achievement of speedy and satisfactory implementation of the terms of this Agreement. The UNDP and the Government shall keep each other fully informed and may request the Advisory Committee to meet at such regular intervals as may be considered desirable. The UNDP and the Government may request the Advisory Committee to render advice on such matters as they may deem appropriate.

Article II. GOVERNMENT CONTRIBUTION

2.01. The Government undertakes to provide:

- (a) The plot(s) of land referred to in article III below, which shall be suitable and prepared for construction of the residential buildings and appurtenances described in part A of annex III of this Agreement;
- (b) Appropriate access roads to the plot(s) of land, including necessary internal roadways;
- (c) Necessary landscaping;
- (d) Utilities, including electricity, water, telephone, gas, drainage and sewage to the buildings at all times on equitable terms as described in paragraph 4.04 below.

2.02. The Government undertakes to establish adequate arrangements satisfactory to the UNDP to ensure that all the above facilities are promptly made available as required.

2.03. The Government shall inform the UNDP, prior to payment by the UNDP to the Government of the first loan-installment, of the arrangements established by the Government pursuant to paragraph 2.02 and shall keep the Advisory Committee informed as to the progress made in terms of paragraph 2.01.

LAND AND CONSTRUCTION

Article III. LAND

3.01. The Government shall make available for construction of the residential buildings and appurtenances that/those certain plot(s) of land situated at Kinindo more fully described in annex IV of this Agreement.

Article IV. CONSTRUCTION

4.01. The Government shall arrange to have the residential buildings and appurtenances described in part A of annex III of this Agreement constructed on the land provided in terms of the preceding article. The residential buildings and appurtenances shall be constructed in accordance with the plans contained in part B of annex III of this Agreement, and in accordance with the schedule of work set out in part C of annex III. To this end, the Government shall employ, upon terms and conditions satisfactory to the UNDP:

- (a) Architectural, engineering and other technical services acceptable to the UNDP and responsible for, *inter alia*, supervision of the construction of the buildings and certification of contractors' invoices; and
- (b) Qualified and experienced contractors acceptable to the UNDP.

4.02. The Government agrees and undertakes to establish adequate arrangements satisfactory to the Advisory Committee to ensure that such construction shall be carried out with diligence and efficiency and in conformity with sound engineering and construction practices. The Government, in co-operation with the Advisory Committee, shall in particular ensure that:

- (a) All specifications issued and contracts entered into for the purchase of supplies, materials, equipment and services shall be carefully prepared;
- (b) The construction shall conform to the desired standards;
- (c) All supplies, materials and equipment used in the construction shall be of the desired quality;
- (d) Satisfactory records shall be maintained with respect to costs and construction.

4.03. The Government shall keep the Advisory Committee fully informed of the steps taken by the Government with respect to the construction of the residential buildings and appurtenances and shall afford the representatives of the UNDP full opportunity to consult with the appropriate representatives of the Government on all aspects of such construction.

(a) The Government undertakes in particular that:

- (i) No modification of the plans and schedule set out in annex III of this Agreement shall be made without prior and full agreement of the authorized representatives of the UNDP;
- (ii) The representatives of the UNDP shall be furnished with such information as they may request as to specifications issued for the purchase of supplies, materials, equipment and services and construction schedules; and
- (iii) The representatives of the UNDP shall be afforded all reasonable opportunity to satisfy themselves that the construction conforms to desired standards, that the materials, equipment and supplies are of the desired quality, and that the personnel employed in the construction have the desired competence;

(b) Except as the UNDP shall otherwise agree, the Government undertakes to comply with all recommendations that may be made by the representatives of the

UNDP to representatives of the Government with respect to any matter pertaining to the construction of the residential buildings and appurtenances.

4.04. The Government undertakes to provide and maintain in good condition appropriate access roads to such land and internal roadways, and to ensure that the land and the residential buildings and appurtenances to be constructed thereon under this Agreement are adequately supplied on equitable terms with all utilities, including electricity, water, telephone, gas, drainage and sewage, as required for the residential use of the said buildings.

4.05. The Government undertakes to exempt from all national and local taxes, fees, duties or levies all supplies, materials, equipment and services which may be used in or in connection with the construction of the residential buildings and appurtenances.

OWNERSHIP AND MAINTENANCE OF LAND AND BUILDINGS

Article V. OWNERSHIP

5.01. The Government warrants that all title, rights and interests in the land to be provided by the Government in terms of article III of this Agreement are vested in the Government, and undertakes not to transfer, make other disposition of or in any way encumber the same.

5.02. Title to the residential buildings and appurtenances to be constructed on the said land shall at all times be vested in the Government. The Government undertakes not to transfer, make other disposition of or in any way encumber such title or any of the Government's rights or interests in the residential buildings and appurtenances.

Article VI. USE OF LAND AND BUILDINGS

6.01. The Government hereby grants to the UNDP, from the date the said buildings are certified in writing by the Resident Representative of the UNDP in Bujumbura as being ready for occupancy, and for as long as the UNDP, the United Nations or any agency within the United Nations system is present in Bujumbura all rights for exclusive occupation, utilization and undisturbed possession of the said land and all buildings to be constructed thereon.

6.02. (a) The buildings shall be utilized by the UNDP primarily as residences for internationally recruited personnel made available to assist the Government under UNDP financed programmes or other programmes of agencies within the United Nations system.

(b) All building units constructed under this Agreement shall be administered and let by the UNDP to the persons referred to in subparagraph (a) above or, in the absence of such persons, as the UNDP considers appropriate.

(c) The Advisory Committee, on the basis exclusively of the amortization schedule set out in annex II of this Agreement and such operational and maintenance costs as need to be provided for, including possible vacancies of a temporary short-term nature in the occupation of the residential units, shall propose to UNDP Headquarters for its approval the level of rents to be paid for each residential unit.

(d) On the completion of the repayment of the principal amount of the Loan and interest thereon, in accordance with the amortization schedule set out in annex II of this Agreement, the level of rents to be paid for the occupancy of the residential

units shall, in consultation with the Government, be reevaluated by UNDP Headquarters and adjusted in accordance with relevant operational and maintenance costs.

6.03. All monies due as rent under the terms of this Agreement shall be collected by the Office of the UNDP Resident Representative in Bujumbura and shall be recorded in the UNDP Resident Representative's Account.

6.04. If the monies available in the UNDP Resident Representative's Account are at any time inadequate for Loan repayment or premises-maintenance purposes, as provided for in paragraph 6.05 of this Agreement, the Government shall:

- (1) Under the provisions of paragraph 1.03 of this Agreement continue to be obliged to meet the Loan repayments in accordance with the amortization schedule set out in annex II of this Agreement; and
- (2) Meet the costs of premises maintenance.

6.05. Monies so recorded in the UNDP Resident Representative's Account shall be utilized as follows:

- (1) For the repayment, in accordance with paragraphs 1.03 and 1.05, of the principal amount of the Loan and the interest thereon, in accordance with the amortization schedule set out in annex II of this Agreement; and
- (2) In addition to the above, for the following purposes:
 - (a) A Maintenance Reserve for utilization for routine maintenance of the premises, furniture and equipment;
 - (b) Any local UNDP administrative costs related to the management of the residential units; and
 - (c) To provide a sum, in an amount of one (1) per cent per annum of the total annual rents, to cover UNDP Headquarters administrative costs for the management of the residential units.

6.06. After the completion of the repayment of the principal amount of the Loan and interest thereon in accordance with the amortization schedule set out in annex II of this Agreement all monies collected by the Office of the Resident Representative in Bujumbura as rent and not utilized for the purposes mentioned in paragraph 6.05 (2) shall be transferred by the UNDP from the UNDP Resident Representative's Account to the Government.

Article VII. MAINTENANCE

7.01. The UNDP shall, upon the recommendation of the Advisory Committee, authorize utilization of monies deposited in the UNDP Resident Representative's Account for payment of costs incurred in the routine maintenance of the buildings in order that the buildings shall be kept in good order. A programme providing for the periodic inspection of and the adequate maintenance and repair of the buildings shall be agreed upon and established by the Advisory Committee.

7.02. The Government undertakes to safeguard the structure of the land upon which the buildings are constructed and ensure that use made of land and buildings in the vicinity of the site does not diminish the amenities of the site or its residential character or otherwise adversely affect the usefulness of the site for the purpose for which it is to be used by the UNDP. The Government shall be responsible for the performance of structural and other repairs as may become necessary to the buildings.

GENERAL PROVISIONS

Article VIII

8.01. (a) The Government shall satisfy the UNDP through the provision of the necessary documentation that all adequate arrangements have been made by the Government with responsible insurers to insure all goods, materials, equipment or supplies imported or otherwise acquired out of the proceeds of the Loan against marine, transit and other risks incident to the purchase and transportation of such goods and the delivery thereof to the construction site. Such insurance shall be for such amounts as shall be consistent with sound business practice and shall be payable in the currency in which the costs of the goods insured thereunder shall be payable or in a freely convertible currency.

(b) The Government shall also satisfy the UNDP, in the same manner, that adequate arrangements have been made and are maintained by the Government with responsible insurers to insure purchases, goods, materials, equipment and supplies after their delivery to the construction site against loss or damage, and to insure the buildings and appurtenances, once their construction has commenced, against the risks of fire and other forms of damage and destruction. Insurance of the buildings and appurtenances shall be for the length of the period for which the buildings and appurtenances are to be used in accordance with article VI above and for such amounts as shall be consistent with sound business practice. Payments under such policies of insurance shall be payable in the currency in which the Loan is repayable by the Government to the UNDP. Copies of the insurance policies shall be provided to and retained by the UNDP Headquarters.

(c) The Government shall apply all insurance proceeds received under subparagraphs (a) or (b) of this paragraph to repair or replace the damage or loss sustained or, if so agreed to by the UNDP, for repayment to the UNDP of the sums still outstanding for payment on the principal amount of the Loan and interest thereon.

8.02. Nothing in this Agreement shall be construed as permitting the Government to withdraw any housing presently allocated to experts serving under UNDP programmes of assistance in the Republic of Burundi or as permitting the Government to discontinue such assistance as it has undertaken to provide in regard to obtaining housing for experts serving under UNDP programmes of assistance in the Republic of Burundi.

8.03. (a) If in the judgement of the UNDP there has been:

- (i) Default in repayment of the principal amount of the Loan or in payment of the interest thereon, or
- (ii) Default by the Government, its employees or agents in performance of any covenant undertaken by the Government in this Agreement, or
- (iii) Unacceptable delay in completion of the residential buildings and appurtenances,

the UNDP may by written notice draw the attention of the Government to such default or delay and inform the Government of its intention to terminate this Agreement if such default or delay should continue for a further period of 60 days.

(b) If such default or delay should continue for a further period of 60 days after such written notice, the UNDP may at any time thereafter by written notice to the Government terminate this Agreement and declare the principal of the Loan, and such interest thereon as may be then outstanding, to be due and payable immedi-

ately, and upon such declaration such principal and interest shall become due and payable immediately.

8.04. Any dispute between the UNDP and the Government arising out of or relating to this Agreement which cannot be settled by negotiation or other agreed mode of settlement shall be submitted to arbitration at the request of either Party. Each Party shall appoint one arbitrator, and the two arbitrators so appointed shall appoint the third, who shall be the chairman. If, within 30 days of the request for arbitration, either Party has not appointed an arbitrator or if within 15 days of appointment of two arbitrators the third arbitrator has not been appointed, either Party may request the President of the International Court of Justice to appoint an arbitrator. The procedure of the arbitration shall be fixed by the arbitrators, and the expenses of the arbitration shall be borne by the Parties as assessed by the arbitrators. The arbitral award shall contain a statement of the reasons on which it is based and shall be accepted by the Parties as the final adjudication of the dispute.

8.05. Any modification of this Agreement shall be by mutual consent of the Parties and shall be in writing.

8.06. (a) The Resident Representative of the UNDP in Bujumbura shall in all matters relating to this Agreement be the authorized representative of the UNDP.

(b) The Société Immobilière Publique (SIP) shall in all matters relating to this Agreement be the authorized representative of the Government.

8.07. Nothing contained in this Agreement shall be deemed a waiver, express or implied, of any immunity from suit or legal process, or of any privilege, exemption or other immunity enjoyed or which may be enjoyed by the UNDP, whether pursuant to the Convention on the Privileges and Immunities of the United Nations¹ or any other convention, law or decree of an international or national character or otherwise.

8.08. Until written notice of a change in address is served by registered mail by either Party upon the other, wherever hereunder any notice or other advice is required to be given, the same shall be deemed to have been sufficiently given when, if given by the Government to the UNDP, it is addressed to the Resident Representative of the United Nations Development Programme and sent by registered mail, and when, if given by the UNDP to the Government, it is addressed to the Société Immobilière Publique and sent by registered mail.

IN WITNESS WHEREOF, the Parties hereto have affixed their signatures on the dates indicated beneath their respective signatures.

For the United Nations
Development Programme:

[HENDRIK VANDER KLOET]
19 March 1985

For the Government
of the Republic of Burundi:

[LAURENT NZEYIMANA]
19 March 1985

¹ United Nations, *Treaty Series*, vol. 1, p. 15, and vol. 90, p. 327 (corrigendum to vol. 1, p. 18).

ANNEX I

SCHEDULE OF PAYMENTS OF THE LOAN PROCEEDS

*Amount of the loan: 119,406,439 FBu**Duration of the operation: eight months*

<i>Item</i>	<i>Amount</i>	<i>Reference Period</i>
Initial advance (30%)	35,821,931	8 months
Second advance (25%)	29,851,610	6 months
Third advance (25%)	29,851,610	4 months
Fourth advance (15%) (5%)	17,910,966 5,970,322	2 months on final delivery
TOTAL	119,406,439	

After the first instalment of the Loan is paid by the UNDP to the Government, within 30 days of the signature of this Agreement, the payment of further instalments of the Loan by the UNDP to the Government, in accordance with the schedule of payments set out in this annex, shall be dependent on satisfactory progress being maintained in the construction of the buildings and appurtenances and satisfactory implementation of this Agreement.

[ENGLISH AUTHENTIC TEXT — TEXTE AUTHENTIQUE ANGLAIS]

ANNEX II

HOUSING LOAN — BURUNDI

*Estimated U.S. Dollars Amortization Table
based on UN Rate of Exchange as of February 1985*

Loan Proceeds:	970,775.93
Service Charge:	9,707.76
Principal Amount:	980,483.69
Interest:	5%
29 Payments:	46,835
1 Payment:	47,066

<i>Period</i>	<i>Interest</i>	<i>Principal</i>	<i>Balance</i>
1	24,512	22,323	958,160
2	23,954	22,881	935,279
3	23,381	23,454	911,825
4	22,795	24,040	887,785
5	22,194	24,641	863,144
6	21,578	25,257	837,887
7	20,947	25,888	811,999
8	20,299	26,536	785,463
9	19,636	27,199	758,264
10	18,956	27,879	730,385
11	18,259	28,556	701,629
12	17,540	29,295	672,334

<i>Period</i>	<i>Interest</i>	<i>Principal</i>	<i>Balance</i>
13	16,808	30,027	642,307
14	16,057	30,778	611,529
15	15,288	31,547	579,982
16	14,499	32,336	547,646
17	13,691	33,144	514,502
18	12,862	33,973	480,529
19	12,013	34,822	445,707
20	11,142	35,693	410,014
21	10,250	36,585	373,429
22	9,335	37,500	335,929
23	8,398	38,437	297,492
24	7,437	39,398	258,094
25	6,452	40,383	217,711
26	5,442	41,393	176,318
27	4,407	42,428	133,980
28	3,347	43,488	90,492
29	2,262	44,573	45,919
30	1,147	45,919	—

[TRANSLATION — TRADUCTION]

ANNEX III

PART A

1. *Description of residential buildings*1.1. *Type of unit*

For reasons of facility of construction, only two types of unit have been chosen. A total of 15 units shall be built, including 10 of type V2 and five of type V3.

1.2. *Description of units*1.2.1. *Ten units of type V2*

1. Living room/dining room	= 3.80 × 6.90	= 26.22
2. Study	= 3.30 × 2.60	= 8.58
3. Bedroom 1	= 3.30 × 3.60	= 11.88
4. Bedroom 2	= 3.30 × 3.60	= 11.88
5. Kitchen/larder	= 2.40 × 5.10	= 12.24
6. Bathroom	= 2.60 × 1.70	= 4.42
7. Outside W.C. and shower	= 1.90 × 1.00	= 1.90
8. Garage + washing area + passage	= (3.00 × 5.60) + 1.30	= 18.10
9. Night hall	= 0.90 × 1.70	= 1.53
10. Barza	= (1.30 × 3.80) + (0.40 × 3.80)	= 6.46
Total effective area	= 103.21 m ²	
Area of walls	= 18.71 m ²	
Built area	= 121.92 m ²	

1.3. *Five units of type V3*

1. Living room/dining room	= 4.00 × 7.00	= 28.00 m ²
2. Study	= 3.30 × 3.20	= 10.56 m ²
3. Bedroom 1	= (3.20 × 3.70) + (0.60 × 2.20)	= 13.16 m ²
4. Bedroom 2	= (3.20 × 3.50) + (0.60 × 2.20)	= 12.52 m ²
5. Bedroom 3	= (3.30 × 3.00) + (0.60 × 2.30)	= 11.28 m ²
6. Kitchen/larder	= 2.00 × 5.10	= 10.20 m ²
7. Bathroom	= 2.10 × 2.30	= 4.83 m ²
8. Toilet	= 0.90 × 2.10	= 1.89 m ²
9. Outside W.C. and shower	= 1.10 × 2.40	= 2.64 m ²
10. Yard	= 2.50 × 1.50	= 3.75 m ²
11. Barza	= 1.50 × 7.50	= 11.25 m ²
12. Garage	= 6.60 × 3.00	= 19.80 m ²
13. Night hall	= 1.00 × 4.40	= 4.40 m ²
	Total effective area	= 134.28 m ²
	Area of walls	= 21.80 m ²
	<hr/>	
	Built area	= 156.08 m ²

2. *Description of appurtenances*2.1. *Type of equipment*

It is understood that all the units will be provided with running water and electricity. This section concerns the interior fixed and movable equipment. Distinctions must be made between cupboards and shelving, built-in furniture, and electrical household appliances. For reasons of economy this equipment has been kept to a strict minimum. All necessary electrical and sanitary appliances shall be supplied: sink, shower, lavatory bowl, water-heater, lamps, electricity points, switches, etc.

2.2. *Equipment by type of unit*2.2.1. *Ten units of type V2*2.2.1.1. *Cupboards and shelving*

1. Cupboards = general purpose
2. Shelving in kitchen/larder

2.2.1.2. *Built-in furniture*

1. Furniture, kitchen : lower and upper cupboard
2. Furniture, bedroom 1 : 1 double bed, 1 mattress, 2 bedside tables
3. Furniture, bedroom 2 : 1 single bed, 1 mattress, 1 beside table
4. Furniture, living room/study: 1 dining table, 1 coffee table, 4 armchairs, 1 couch, 1 terrace table, 4 terrace chairs, 2 office chairs, 1 office table, 6 dining chairs

2.2.1.3. *Electrical appliances*

1. Stove with 2 gas and 2 electric rings
2. Electric refrigerator of 320 litre capacity
3. Electric water-heater of at least 100 litre capacity

2.2.2. *Five units of type V3*2.2.2.1. *Cupboards and shelving*

1. Cupboards = 1 cupboard, bedroom 1
1 cupboard, bedroom 2 and
1 cupboard, bedroom 3
2. Shelving in kitchen/larder

2.2.2.2. *Built-in furniture*

1. Furniture, kitchen : upper and lower cupboard
2. Furniture, bedroom 1 : 1 double bed, 1 mattress, 2 bedside tables
3. Furniture, bedroom 2 : 1 single bed, 1 mattress, 1 bedside table
4. Furniture, bedroom 3 : 1 single bed, 1 mattress, 1 bedside table
5. Furniture, living room/study: 1 dining table, 6 dining chairs, 1 coffee table, 4 armchairs, 1 couch, 1 terrace table, 4 terrace chairs, 2 office chairs, 1 office table

2.2.2.3. *Electrical appliances*

1. Stove with 2 gas electric rings
2. Electric refrigerator of 320 litre capacity
3. Electric water-heater of at least 100 litre capacity

ANNEX III

PART B

1. *Building plans (attached)*¹
2. *Fencing — description*

Each plot shall be enclosed by a fence 1.50 m high, with posts constructed of rectangular tubing of 50 cm × 25 cm section. These posts shall be set 10 metres apart in reinforced-concrete sockets 50 cm deep having a minimum section of 25 cm × 25 cm.

The posts shall be connected by four parallel lines of barbed wire with two diagonal lines. Tension adjusters shall be installed at the ends of the wires. There shall also be a gate at the entrance to the plot with minimum dimensions of 3.50 m × 1.50 m, hung on masonry pillars equipped with lighting.

The main entrance to the site shall also have a gate of suitable dimensions.

ANNEX III

PART C

*Schedule of work*4.1. *Duration of operations*

1. Invitation to tender and opening of bids = completed
2. Analysis of bids and award of contracts = completed
3. Notification of terms = on signature of the Agreement
4. Initial advance and start-up of works = one month after signature of the Agreement
5. Duration of works = 8 months
6. Provisional delivery = 8 months
7. Final delivery = one year after provisional delivery

4.2. *Estimates*

1. Notification of terms
2. Initial advance and start-up of works

¹ Not reproduced, pursuant to the provisions of article 12 (2) of the General Assembly regulations to give effect to Article 102 of the Charter of the United Nations as amended in the last instance by General Assembly resolution 33/141 A of 19 December 1978.

ANNEX IV

Description of land to be provided by the Government

- City of Bujumbura
 - District of Kinindo — zone 3
 - Site No. 1872 — “ONU III”
- (Layout plan attached)¹
-

¹ Not reproduced, pursuant to the provisions of article 12 (2) of the General Assembly regulations to give effect to Article 102 of the Charter of the United Nations as amended in the last instance by General Assembly resolution 33/141 A of 19 December 1978.