

UNICEF Lebanon Terms of reference (TOR)

PROJECT/ASSIGNMENT TITLE:

**Restoration Project of one affected historical school from Beirut blast:
Kulliyat El Banat – Al Makassed.**

I. Objectives:

The overall objective of this project is providing appropriate response in rehabilitating one private historical school (refer to annex 1) that was affected by Beirut port blast, thus providing a safe learning environment for the students. This school consists of two building types, the first is classified as a heritage building and the second belongs to the modern construction type. UNICEF will launch the tender process to select a specialized local construction contractor for the implementation of the restoration works for the historical schools.

II. Background

On 4 August 2020 a big explosion hit the city of Beirut, where around 200 people have been killed and over 6,500 were injured. estimated 1,000 of whom are children. The explosion caused widespread damages to residences and public infrastructures; all sectors were affected directly as reported in UNICEF's Situation Report. In response to this emergency, UNICEF will contribute to rehabilitating and reconstructing the damaged public and private infrastructure.

III. Purpose of Assignment and Scope of work:

Purpose of Assignment

The Project aims to restore 1 historical school (refer to Annex 1), and treat all the damages caused by Beirut Blast ensuring the requirements as per UNICEF's rehabilitation standards and the restoration guidelines as per the heritage experts and in compliance with the Lebanese Directorate General of Antiquities.

Definition

1. The "Client" or Employer means UNICEF;
2. "Bidders" means all contractors who are entitled to submit their offers based on the RFP that they have received from UNICEF;
3. "Contractor/s" the winning bidder who will sign the contract with the Client;
4. "UNICEF's consultant" is the consultant company or its Engineer who has been awarded consulting contract for the Project by the client to supervise and follow up throughout the implementation phase until works handover and final closure of the project.
5. Volume 1 is RFP, Volume 2 "Specifications", Volume 3 "Bills of Quantities" and Volume 4 "Drawings".

Scope of Work

1. Restore one private historical school listed in Annex 1 as per Tender Documents
2. Handover the private school to the assigned committees which is composed of:
 - a. UNICEF
 - b. Private school's organization's committee.
 - c. UNICEF's consultant

within a pre-defined timeframe utilizing the budget allocated to this project.

Prior to the abovementioned handover process, the contractor should rectify all the snag lists in order to deliver the school to the consultant at first stage who therefore notify UNICEF formally in writing about the building's readiness for the substantial handing over to its organization's committee.

3. Defects rectification during the Defects Liability Period (12 months)

The scope of work according to the current tender documents is as follows:

1. As per the attached BOQ, restoration works will be including, but not limited to:

I- ARCHITECTURAL:

- a. Dismantling and demolishing works.
- b. Restoration of existing doors, windows and shutters.
- c. Installation of new Doors, windows and shutters.
- d. Metal Works (Repair/replace of I-Beams, metal doors, Wrought iron...)
- e. Wood for roof works (Wooden ceiling slats, damaged wooden beams)
- f. New Wood Works (Damaged wooden ceiling slats, Joists, rafters, tie beams...)
- g. Roof Works (Roof tiles, Damp proofing, cornice restoration, new Zink gutters)
- h. Rehabilitation of Cracks in Plaster & Concrete.
- i. Masonry (Lime plaster, cement plaster and Lime Mortar)
- j. Stonework (New limestone masonry, stone replacement and restoration, cleaning...)
- k. Interior Wall Finishing (Paint).
- l. Exterior Wall Treatment.
- m. Tiling (Restore existing and supply new ones where needed)
- n. Bathrooms and kitchen equipment
- o. Waterproofing works.

II- MECHANICAL:

- p. Testing and maintenance of existing drainage system.
- q. Testing and maintenances of existing water supply system.
- r. Testing and Maintenance of Existing Air Conditioning Units
- s. Sanitary equipment and pipes

III- ELECTRICAL:

- t. Lighting (New indoor and outdoor lighting fixtures).
- u. Wires, cables feeders and related accessories
- v. Panel Board

IV. Deliverables:

1. The Bidder shall furnish a Technical Proposal including a statement of work methods, equipment, personnel, work schedule and any other information as stipulated in Section IX (Qualification Requirements and Evaluations), and all related tender documents, in sufficient detail to demonstrate the adequacy of the Bidders' proposal to meet the work requirements and the completion time.
2. It is the bidder's responsibility to visit the site prior to bid submission, to familiarize with site conditions. Non-familiarization with site conditions shall be considered as bidder's risk. He should inspect the site to determine the specificity of works required as described in the tender. Any issues will be raised by bidders during the Q&A period shall be resolved with UNICEF prior to any change in tender documents.
3. The Contractor shall submit to UNICEF consultant a program, showing the general methods, arrangements, order, and timing for all activities in the project, for approval. The Method Statement shall include:
 - a. A general description of the Works and methodology of how it will be carried out.
 - b. Details of the availability of necessary resources (labor/ workforce, Equipment, materials, etc.) to complete the work.
 - c. A program showing start and completion dates and periods for all activities of, including mobilization, temporary works, materials submittals, and the works overall.
 - d. Such further information as necessary or required by the Engineer/ Consultant / UNICEF

4. The contractor shall supply and apply all works with full compliance to Specifications and Drawings of tender documents (Volume 2, Volume 3 and Volume 4);
5. Contractor shall install a construction site sign board. layout of the sign board should be approved by UNICEF/ and UNICEF consultant.
6. The contractor shall provide the UNICEF's Consultant detailed shop drawings showing all dimensions and hardware specification stamped "approved by the consultant for construction" prior to work implementation. The approved drawings must be present on site at all times for the inspection by UNICEF's engineers or their representative's. (Hard & soft copies to be shared with UNICEF)
7. The contractor shall ensure supply and install all required visibility panel (plaque) with all necessary arrangement and accessories;
8. The Contractor shall submit all necessary documents such as purchase orders, inspection certificates and progress reports, etc., for the UNICEF's Consultant's approval and monitoring.
9. Upon works completion, contractor shall handover (substantial and final) the aforementioned works to UNICEF's Consultant, who shall issue a Certificate of Completion of the Works, the Consultant in his turn will call for handover visits with the assigned committees and sign the minutes of provisional acceptance (substantial handover);
10. The Contractor shall carry out and rectify all necessary repairs where needed within the project deadline/time frame and before the end of the Defects Liability Period;
11. The Contractor shall submit to UNICEF Consultant an account statement of the amount that the Contractor considers payable under the Contract's payment method with all details and supporting documents. The Consultant shall certify any payment that is due to the Contractor within 10 days of receiving the Contractor's account if it is correct and complete, if it is not the Consultant shall issue a schedule that states the scope of the corrections. Noting that payments should be related to the installed materials and ready to use of the works under construction.
12. The Contractor shall submit to UNICEF, prior to final payment, the bank guarantee (Defects Liability Guarantee) of the value equal to 10% of the contract. This bank guarantee will be released back to the contractor upon signing the minutes of final handover with the school's organization's committee, after twelve months + 30 days, the Defects Liability Period of the project.
13. The Contractor shall submit all As-built Drawings in AutoCAD version -with all basic dimensions, sections and details to scale – signed as soft and hard copies and/or operating and maintenance manuals describing all the interventions that were made, the construction techniques, and the materials specifications, to the UNICEF's consultant prior to signature of minutes of provisional acceptance (substantial handover);

V. Methodology:

Companies that are specialized in the restoration of heritage buildings are eligible to bid ONLY.

The Bidder shall visit the school and examine the site and its surroundings. The contractor will obtain, on his own responsibility, all information that may be necessary for preparing the proposal and entering a contract for building's restoration.

1. The successful tenderer shall provide, no later than 10 working days after the contract signature, a performance guarantee of 15% of the amount of the contract. If the selected tenderer fails to provide such a guarantee within this period, the contract will be void
2. Contractor shall submit to the UNICEF Consultant a method statement for the school and it should be updated based on actual progress or as and when required by the Clients' Consultant.
3. The Contractor shall commence works' execution as per the signed timeline annexed to contract. The contractor shall carry out the Works in accordance with the updated and approved program and complete them by the intended completion date.
4. The contractor shall read carefully and comprehend the full study (tender documents) that was prepared by the consultant. The contractor's work and approach on site will be defined by the various aspects mentioned in the study. The construction techniques, historical features and technical specifications should be well understood and recognized by the contractor's professionals before the actual implementation

begins. The historic identity of the project requires the use of specific materials and techniques and prevents the use of others.

5. Contractor shall liaise with the UNICEF's Consultant throughout the implementation phases and raise issues that impede agreed delivery of works.
6. Contractor must secure a locked store to keep all his equipment during overnight.
7. Contractor shall secure a dumping yard that is approved by relevant Municipality and by the Ministry of Environment. This approval should be provided to the UNICEF's consultant prior to any dumping of materials and a record of 'dumping' must also be provided.
8. The Contractor, his crew, equipment, and materials shall be covered by appropriate level of insurance including loss and damage due to strike or riot events. and to a coverage on a third-party liability per Lebanese applicable laws. A copy of relevant insurance shall be provided to the client. A list of crew and equipment covered by the insurance for this project shall be provided to the UNICEF's consultant.
9. All supplied materials by the Contractor shall be inspected by the UNICEF's Consultant for approval, and only after written approval on proposed material has been provided, the Contractor shall install them as per the consultant's guidance and instruction.
10. The contractor shall have a Resident Architect Restorer with a minimum of 7 years of experience, on site to make the follow up and oversight on the project. He will be instructing and guiding the foreman throughout the implementation phase. He will be solving problems and guiding the contractor to stand by correct restoration practices.
11. The contractor shall provide mockups and/or samples for any type of works whenever needed, for approval by the consultant.
12. The contractor shall perform the necessary examinations and inspections as requested by the consultant; this is a crucial step in restoration projects that might alter the course of activities after revealing additional important information on the construction technique and materials.
13. Contractor shall conduct all needed tests as specified in the BOQ and as per consultant instruction.
14. The contractor should adhere to the restoration methodology as indicated by the study. When faced with a typical activity the contractor shall not generalize the interventions on all parts of the building, but rather adapt to a room by room, wall by wall methodology, where each action might differ from one element to the other.
15. In case of unforeseen technical problems, the contractor should coordinate with the consultant to find the appropriate solutions. All solutions should be in conformance with the restoration and conservation methodology.
16. The contractor should document all the activities and interventions, before, during and after implementation. This could be done through photographic and graphic documentation (plans-facades-sections...). The contractor shall prepare a maintenance manual describing all the interventions that were made, the construction techniques, and the materials specifications.
17. The contractor shall ensure that the installed water treatment system provides safe drinking water to the pupils according to LIBNOR standards, where applicable.
18. All civil works must be completed within approved schedule based on design specifications, and at the end of the works contractor must restore the site to a similar condition as prior to works.
19. Prior to provisional acceptance (substantial handover), the contractor shall provide the Operation and Maintenance manual of any equipment installed, containing all warranties. Also training the staff of the beneficiary schools or relevant authorities on basic operation and maintenance requirements and procedures.
20. Contractor shall be responsible for all works that have been conducted under this project until final handing over to the building's organization, it should be noted that the Defects Liability Period is determined for twelve months after the provisional acceptance (substantial handover).
21. The Contractor shall submit to UNICEF, prior to final payment, the bank guarantee (Defects Liability Guarantee) of the value equal to 10% of the contract. This bank guarantee will be released back to the contractor upon signing the minutes of final handover with the forementioned committees, after twelve months - the Defects Liability Period of the project.

VI. Insurances, Guarantees and Liquidated Damages:

It is responsibility of Contractor to ensure that all insurances, securities and guarantees are extended to cover for the entire contract periods as stated below.

Insurances:

The Contractor shall provide evidence of the required contractual insurances within 10 days of receipt of acceptance letter prior to start of work on site. UNICEF will receive 30 days written notice from the insurer prior to any cancellation or change of coverage. Any deductibles allowed under the respective insurance shall be funded by the Contractor.

These insurances shall include:

- **Contractor's All Risk Insurance:** The Contractor shall provide and maintain a **Contractor's All Risk Insurance** covering all the works, plants and materials on site. This insurance shall provide a cover until end of defect notification period. The Contractor shall insure the UNICEF supplied equipment, works, together with materials and plants for incorporation in the Works, to the full replacement cost during the time this is in the care of the Contractor.
- **Employer's Liability Insurance (or Contractor's Worker's Compensation):** This insurance shall cover all of Contractor's personnel working on site with respect to claims for death, bodily injury or damage to property arising from the execution of contract. The Employer's liability shall be up to US\$200,000 or as per the national law applicable in the country if that exceeds US\$200,000. This insurance shall also cover all sub-Contractors.
- **Public/Third Party Liability Insurance:** The Contractor shall maintain public or third-party liability insurance covering any claims for death or bodily injury or loss of or damage to the property, arising from or in connection with the provisions of works under this contract. The third-party liability shall provide coverage up to US\$ 250,000.

Performance Guarantee:

The Contractor shall obtain a performance guarantee within 10 working days of receipt of contract signature. The guarantee shall be unconditional and cashable on demand of 15% (fifteen percent) of the total value of the contract. The performance guarantee shall be issued by an entity approved by UNICEF and shall be in the form of unconditional bank guarantee and will be on UNICEF approved template (refer form in Annex 3).

The Contractor shall ensure that the performance guarantee covers the entire contract duration until the final completion of the works, which means until the contractor has executed and completed the works and remedied any defects. Upon signature of minutes of substantial handover UNICEF shall return the performance guarantee to the contractor in exchange for Defects Liability Guarantee that is unconditional and cashable on demand upon signature of the minutes of final handover. This guarantee shall be 10% of the total value of the contract shall be valid for the duration of 12 months (Defects Liability Period) plus 30 days.

Liquidated Damages

If the Contractor fails to complete the Works in accordance with the dates stipulated in section XIII (Timing/Duration of Contract), UNICEF shall have the right to deduct from any payment due to the Contractor the amount of one tenth of a percent (0.1 %) of the Contract Price per day of delay up to a maximum of ten percent (10%) of the Contract Price. These liquidated damages shall not relieve the Contractor of his obligations or responsibilities that he may have under the Contract.

VII. Responsibilities:**Responsibilities of Contractor**

The responsibilities of the contractors are as described in sections **III, IV, V, VI, VII, and VIII**

1. The bidder shall visit and examine the site and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the proposal and entering into a contract for construction of the works. The costs of visiting the site shall be at the bidder's own expense. The pre-bid site visit is mandatory in the presence of UNICEF Consultant and UNICEF engineer. The bidder who fails to attend this visit will not be eligible to bid for this project.
2. The bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents and to furnish with its bid all information and documentation as required.
3. The bidder is requested, to submit any questions in writing, to reach the Employer not later than the date stipulated in the RFP

4. The contractor shall take all measures to protect the site and to protect the occupants during the restoration period as per the instructions provided by UNICEF consultant
5. When working on site, the Contractor is responsible for the occupational health and safety of his crew, and ensuring the safety of approved site visitors including, UNICEF, its consultant/contractors, school's property and occupants (students, staff, teachers).
6. Works shall be coordinated with the school administration and in case of any work carried out during school hours, the work area shall be cordoned off and safety of children always have precedence over all other considerations.
7. The Contractor shall commence works' execution as per the signed timeline annexed to contract. The contractor shall carry out the Works in accordance with the updated and approved program and complete them by the intended completion date.
8. It is the responsibility of the Contractor to provide power & water supply and all other tools and resources needed to keep the works running, making each site self-sufficient and avoiding the use of the schools' resources.
9. The contractor shall undertake works with full compliance with the specification and drawings in tender documents (Volume 1 RFP, Volume 2, Volume 3 and Volume 4) and with the UNICEF's consultant's guidance and instructions.
10. The contractor shall execute the works with respect to the conservation and restoration standards and restore all original elements following the materials and techniques adapted to heritage buildings as specified in Methodology.
11. The contractor shall make sure that the historic building will be well protected before and throughout the works duration. All the historic components have a very high value and should be handled with care. He shall cover the tiles, the walls, the openings, the metal objects, the facades, whenever there is an action that could result in damaging them. Scaffoldings and propping should be placed with care without damaging the supporting elements. The contractor shall follow all guidelines defined in the technical specifications document of the study.
12. Contractor shall have a Resident Architect Restorer with a minimum of 7 years of experience, on site to make the follow up and oversight on the project. He will be instructing and guiding the foreman throughout the implementation phase. He will be solving problems and guiding the contractor to stand by correct restoration practices. In addition, the contractor will utilize qualified expert engineers and staff to fulfill their obligation. Project team and its facilities shall be available to execute the work as per requirement.
13. The contractor shall make sure that all the workers present on site are prepared and aware of the nature of the project, and should form and train them to respect the historic building in all his aspects, to prevent the damage to any of its components, and to refrain from improvising. They should keep the workspace clean at all times, wear the adequate safety gears where needed, and use the right tools when performing their tasks. Workers showing incompetence should be replaced by the contractor.
14. Contractor is responsible for preparing the as-built detailed survey and checking all measurements before commencing any activity and developing the adapted shop drawing. Shop Drawings should be communicated with the consultant for review and approval.
15. Contractor shall liaise with UNICEF's consultant how to keep part of the existing toilets to be used by the students during the school year prior to their proper rehabilitation later on, where applicable, during the implementation of the project.
16. Contractor shall perform testing and commissioning for all installed system prior handing over to UNICEF Consultant. All test results are to be recorded and provided in the technical and maintenance reports as specified in Methodology.
17. Contractor shall coordinate closely with the UNICEF's consultant to ensure the quality of works and to ensure handover take place according to the agreed schedule.
18. Contractor shall provide the Operation and Maintenance manual of any equipment installed, containing all warranties. Also training the staff of the beneficiary schools or relevant authorities on basic operation and maintenance requirements and procedures.
19. The Contractors shall submit to UNICEF's Consultant an account statement of the amount that the Contractor considers payable under the Contract's payment method with all details and supporting documents. The UNICEF's consultant shall certify any payment that is due to the contractor within 10 days of receiving the Contractor's account if it is correct and complete, if it is not the consultant shall

issue a schedule that states the scope of the corrections. Noting that payments should be related to the ready to use of the works under construction.

20. The contractor shall submit to UNICEF Consultant a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The UNICEF's Consultant shall issue a Defects Liability Certificate and certify any final payment that is due to the Contractor/or release any bank guarantee, within 30 days of receiving the contractor's account if it is correct and complete. If it is not, the UNICEF consultant's project manager shall issue within 30 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the client's consultant shall decide on the amount payable to the Contractor and issue a payment certificate.

Safety

1. Details of the measures and temporary works to minimize disturbance and safeguard the pupils and staff who are occupying the school building. These shall include but not limited to: safety barriers, signs, and arrangements for ensuring safety of students and staff, even to external boundary of the school.
2. The Contractor shall be responsible for the safety of all activities on the site and shall ensure the safety of contracted staff and approved site visitors and all the school's occupants (staff, teachers, students and public visitors).
3. Works shall be coordinated with the school administration and in case of any work carried out during school hours, the work area shall be cordoned off and safety of children always have precedence over all other considerations.
4. Ensure respecting the precautionary guidelines concerning Covid-19.

Responsibilities of UNICEF

1. UNICEF will evaluate bids based on the evaluation criteria shown below in section **IX**
2. UNICEF will review and approve the following documents:
 - a. Method statement;
 - b. Time schedule of works;
 - c. Account statement that is certified by the consultant,
3. Financing the construction/restoration project based on the terms and financial procedures that will be stipulated in the contract/ agreement.
4. UNICEF will provide technical oversight and assistance through its engineers within the Lebanon Country office.
5. UNICEF being the owner of the project, reserves the right to ask for any document during the implementation as related to the rehab works i.e. reports, shop drawings, call for a meeting, material submittal...etc.
6. Obtain approvals and any official documents as necessary for the project and the respective construction works and site access from the school's organization.

VIII. Reporting requirements:

Provide full support and access to the UNICEF's Consultants whom will report to UNICEF on the progress of the works undertaken by the Contractor on a **monthly** basis and prepare the **completion report** upon works completion (substantial handover), and then the **Final Report** upon the final handing over to the assigned committees.

IX. Qualification Requirements and Evaluation:

Pre-bid meeting

All bidders shall attend the pre-bid meeting that will be over zoom/skype. Time and date of the meeting will be announced to all bidders via email.

Companies that are specialized in heritage building restoration are eligible to bid ONLY.
Proposals submitted as per the instructions of the RFPS;

Mandatory Qualification Requirements:

Bidders must submit the following original legal documents that shall be valid and newly issued (no later than 3 months ago unless otherwise stated) at the time of submission (No points – pre-qualifying criteria). Failure to provide any of these documents will disqualify the Bidder from further evaluation.

1. Certificate of non-bankruptcy and no liens (شهادة عدم إفلاس) issued by the court (محكمة الإفلاس).
2. Certificate of non-liquidation (شهادة عدم وجود تصفية قضائية) issued by the court (المحكمة الابتدائية الاولى التجارية)
3. Statement of occurrences issued by the commercial register (إفادة وقوعات صادرة عن أمانة السجل التجاري);
4. Power of attorney of the signatory
5. Certificate of registration of the Company issued by the Ministry of Finance (شهادة تسجيل الشركة الصادرة عن وزارة المالية);
6. Certificate of VAT registration, whether subject to VAT or not.
7. Certificate of Social Security Fund valid for the whole duration of tender validity (شهادة تسجيل في الصندوق الوطني للضمان الإجتماعي);
8. Contractor classification according to the Council of Development and Reconstruction “CDR” minimum of two stars for building category if available and/or classification according to Ministry of Public Works (MOPW) class A, or prequalified by UNICEF. Whether classified by ministry of public works or CDR, a certificate proving that the company is not excluded from participating in the implementation of deals and no amendment has been made to the classification shall be provided;
9. Statement issued by the Ministry of Culture in reference to the Directorate General of Antiquities describing the company’s experience with the DGA regarding previous Restoration projects of heritage buildings. The list of projects should be also included in the statement.
10. Complete bidding documents initialed on all pages.
11. Copy of receipt of Bidding Documents.

Value added:

1. Registration Certificate from the Lebanese Order of Public Works and Buildings Contractors valid for the whole duration of tender.
2. Certificate of quittance from the Lebanese Order of Public Works and Buildings Contractors. Its validity extending beyond the bid opening date;

Proposals that fail to comply with the above will be disqualified and will not be given further consideration.

The identified contracting firms shall have the full capacity to implement the rehabilitation project in a limited time manner

X. Technical proposals

Only bidders who successfully submitted the mandatory documents will be considered for the technical evaluation.

The technical proposal will be evaluated based on the following:

1. The technical Company profile showing staffing structure and available equipment (owned or rented) that will allow the bidder to complete the job. _____ (7 points)
2. Proof of expertise in similar projects, in type (restoration of heritage buildings) and value of works, within the last 5 years (a minimum of 3 letters of reference required with updated contact details of the referees) _____ (3 points per letter up to maximum 18 points)

3. 2 pages of method statement describing works and showing details of personnel and equipment that will be utilized. Also describing the safety measures and temporary works to minimize disturbance and safeguard the pupils and staff who are occupying schools' buildings. Besides, _____ (15 points)
4. Work plan (including potential risks' assessment) and timeline for completion of all the works sufficiently breaking down the activities in sub-activities and considering all the lead times for procurement of materials. The timeline shall take in consideration the available working hours during regular school months and summer vacations; _____ (15 points)
5. The Bidder must demonstrate that he/she will have the personnel for the key positions that meet the following requirements with the relevant CVs of each person. Any change in key personnel staffing of project need to be re-submitted to UNICEF for approval. _____ (15 points)

[Specify requirements for **each lot** as applicable]

No.	Position	Total Work Experience in construction / related area (years)	Responsibilities
1	Project Manager	<ul style="list-style-type: none"> - Must have a Diploma/Bachelor of Science in Architecture, Engineering or Construction Management, or a bachelor's degree in any field with significant management experience. - Minimum requirements: - 15 years of experience in the areas of engineering (design and supervision); - 10 years professional experience in managing contracts of similar scope, nature (Heritage) and complexity. - Experience in management Strong leadership and communication skills 	<ul style="list-style-type: none"> - Verify and approve payments invoices to be submitted to UNICEF's consultant. - Manage on daily basis contract's activities. - Analyze variation orders proposals for scope schedule and price and recommends for execution. - Overall coordination of implementation of restoration works. - Verify and ensure that the staff is performing work in accordance with contract documents. - Ensure that progress of work is in compliance with the initial submitted and approved timeline. - Ensure quality of executed works as per specified and approved by UNICEF' Consultant and Engineers - Focal point.
2	Heritage Restoration Architect (Resident)	<ul style="list-style-type: none"> - Minimum experience of 7 years - Shall have a university degree in architecture specialized in Conservation and Restoration of Historical Sites - minimum of 7 years of experience of work of an equivalent nature in Lebanon. Minimum 3 projects of similar nature, complexity, size. Previous Experience with projects, coordinated or supervised by the Department of 	<ul style="list-style-type: none"> - He shall be responsible for ensuring adherence to the Contract. - Familiarization with Contract Documents. - Review tender documents and details including history and methodology. - Review, all necessary structural drawings and specifications. - Review and provide updates to the Restoration methodology and the related time schedule. - Quality and quantity control of the materials and works. - Shop drawings for conservation

		<p>General Antiquities (Lebanon). Should be a member of the Lebanese Order of Engineers or Architects.</p> <p>-</p>	<ul style="list-style-type: none"> - On-site decision making to solve all heritage related issues in coordination with the consultant's guidelines. -Supervision of the implementation -Coordinate and supervise of all tasks related to heritage and provide proper guidance. - Agreements and Approvals - Miscellaneous Notes to File -Quantity Calculations and -Engineer's Estimate -Surveying
3	Structural Engineer	<ul style="list-style-type: none"> - Must have a minimum of 10 years of experience as a structural engineer with at least 5 years in Lebanon. - Minimum 3 projects of similar nature (Heritage), complexity, and size. - Shall have a University Degree in Civil Engineering. 	<p>He shall be responsible for ensuring adherence to the Contract.</p> <ul style="list-style-type: none"> - Review tender documents and all necessary structural drawings and specifications. - Review and approve the Restoration methodology and the related time schedule - Quality and quantity control of the materials and works - Shop drawings -Coordinate with the Heritage Architect to solve all issues that may arise regarding heritage related tasks. - Agreements and Approvals - Miscellaneous Notes to File -Quantity Calculations and engineer's Estimate
4	Site Engineer	<ul style="list-style-type: none"> - Must have a minimum of 7 years of experience in supervising at least 3 engineering projects of similar scope, nature and size, including evident training and experience in site planning, management and HSE requirements. - Should have a Bachelor of Architecture or Civil Engineering. 	<ul style="list-style-type: none"> - In charge of site works - Offers advice in the planning, coordination and supervision of technical aspects of construction and restoration projects - Supervision on daily basis of the restoration works to ensure that they are implemented in accordance with the design, technical specifications and quantities (BOQs) - Generates shop drawings - Solve technical issues, providing advice, management and preparing reports - Holds understanding of business-critical scenarios in terms of site management and safety - Good team player - Conduct regular inspections and assess the work performance done by all subcontractors - Provide Technical Support to other site team members

5	Electrical Mechanical Engineer or	<ul style="list-style-type: none"> - Total experience 7 years: - 7 years of professional experience in designing and implementing construction/rehabilitation - 5 years of professional experience of work of equivalent projects, scope, and nature (heritage) - Experience in supervising similar projects. 	<ul style="list-style-type: none"> - Evaluates electrical systems, products, components, applying knowledge of electricity and materials - Designing, modifying equipment and assembling electrical components in traditional buildings - Assures product quality by testing finished products and system capabilities - Provides engineering information by answering questions and requests - Assure the quality of the product by complying with standard regulations for the restoration project - Maintains product data base - Completes rehab projects by training and guiding technicians - Regular site visit to the public schools to ensure that all systems are being installed properly
6	Foreman	<ul style="list-style-type: none"> - Total experience 7 years in the field of heritage restoration for similar projects and as he occupies the first supervisory tier, ranking above workers but below managers. Knows and Understands: - Project safety programs - Employment standards - How to read plans - Experience in supervising similar projects 	<ul style="list-style-type: none"> - Leadership and Supervision - Planning and Scheduling - Quality Control - Administration - Lead the crew and Employee Relations - Effectively communicate orally and in writing, with good comprehension - Apply good problem solving and conflict resolution skills - Manage differences and diversity at the work site - Organize and delegate work
7	Qualified / skilled labor and experienced professionals	<ul style="list-style-type: none"> - at minimum as detailed below, each shall have a minimum of 7 years of experience of work of an equivalent nature (no CVs will be required, but UNICEF will examine the qualification of the labor on site); - Lime plasterers (not cement) - skilled traditional stone mason - skilled carpenter with experience with similar heritage projects - master carpenter for traditional roof woodworks - Tile Roofer with experience in traditional buildings 	<ul style="list-style-type: none"> - All skilled workers and experienced professionals must be specialized in their task under scope of work and should adhere to its delicacy and specification regarding the Heritage restoration requirements.

Financial Proposal shall be submitted on the provided BOQ. All items in the BOQ shall be priced including unquantified items (i.e. items that have zero quantity).

One PDF copy stamped and signed by designated official and one locked excel sheet

TOTAL 70 Points for the technical evaluation and 30 points for the financial.

Technical passing score shall be 49 points out of 70.

XI. Terms of Payment

The Bill of Quantities shall contain priced items for the Works to be performed by the contractor. The Bill of Quantities is used to calculate the Contract Price.

The contractor will be paid for the quantity of the work accomplished at the rate in the Bill of Quantities for each item. Contractor payments are related to the completion of works in ready to use condition.

Terms of Payment:

Payments are linked to deliverables; UNICEF shall provide funding for each contractor as per the following modalities:

- 10% retention will be applied for each payment due.

I.	<u>First payment, (10% of the total contract value) upon mobilization and works commencement, to be certified by the UNICEF consultant;</u>
II.	<u>20% of the total contract value upon completion of works equivalent to 30% of the contract value</u>
III.	<u>20% of the total contract value upon completion of works equivalent to 50% of the contract value</u>
IV.	<u>20% of the total contract value upon completion of works equivalent to 70% of the contract value</u>
V.	<u>30% of the total contract value upon completion of works equivalent to 100% of the contract value</u>
VI.	<u>Retention 10% of total contract value</u> To be paid against unconditional bank guarantee (Defects Liability guarantee) equal to 10% of the contract value, this bank guarantee will be released back to contractor upon final Acceptance/Handover by UNICEF, and the assigned committees. Bank Guarantee shall be from fresh dollar account. Otherwise, UNICEF will hold the 10% until the end of the defect liability period

XII. Timing/Duration of Contract:

The intended commencement date is June 2022 and the total period of the contract will be 8 months from that date including a period of 6.5 months only for works implementation and time extension is not applicable under any circumstances.

The timeframe includes but not limited to:

	Type of work (sequentially)	Duration	Anticipated Date
1.	Implementation of rehabilitation work as per UNICEF's approved BOQs	6.5 months	June 2022
2.	Snag lists	15 days upon receiving the inception report from the consultant	Mid-December 2022 All snag lists shall be accomplished upon the completion of the rehabilitation works
3.	Substantial Handing over to the school's organization committee	15 days	End of December 2022
4.	Internal contractual closure of the project	15 days	January 2023

The timely achievement of the project is of utmost importance for UNICEF. A contractual timeline will be part of the agreement signed with the identified bidder. Penalties for delays will be strictly enforced as per the General Terms and Conditions.

Final handover will take place twelve-months later (after the Defects Liability Period).

Administrative issue

- Availability of resources, focal points/contacts and how they will be accessible.
- Location and schedule for progress meetings throughout the contract duration (if required).
- Terms and conditions will be pre-defined in the RFP and UNICEF general terms and conditions.
- Your performance will be closely monitored.
- A formal monitoring and review system shall be put in place for each site in order that:
 - UNICEF assesses the extent to which the contractors has met agreed performance indicators;
 - UNICEF will have the right to continuously assess contractor's performance during the course of the contract period in order to decide whether repeat order for similar job to be use or not;
 - UNICEF reserves the right to add or remove items based on funding availability, the contractor cannot claim any compensation for those changes.
- UNICEF will have the right to change/amend or terminate the contract if:
 - A major change in the current situation of the country occurs
 - The performance of the contractor is not satisfactory
 - There is a major change versus the estimated quantities.
 - There is a change in services which are not covered in the contract

ANNEX 1 – List of School

No.	CERD #	School Name	Governorate	Casa	Address	Ownership
1	7027	Kulliyat El Banat – Al Makassed	Beirut	Beirut	Ahmad Tabbara street, Beirut, Lebanon	Owned

ANNEX 3 – Unconditional Bank Guarantee Form

Performance /Defect Liability Guarantee

(Unconditional Bank Guarantee)

To: *[name and address of Employer]*

Whereas *[name and address of Contractor]* (hereinafter called “the Contractor”) has undertaken, in pursuance of Contract No. *[number]* dated *[date]* to execute *[name of Contract and brief description of Works]* (hereinafter called “the Contract”);

And whereas it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

And whereas we have agreed to give the Contractor such a Bank Guarantee;

Now therefore we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of *[amount of Guarantee] [amount in words]*, such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of *[amount of Guarantee]* as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed thereunder or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this Guarantee, and we hereby waive notice of any such change, addition, or modification.

This Guarantee shall be valid until a date **28 days** from the date of issue of the Certificate of Substantial Completion.

No change on content or validity of this Bank Guarantee shall be undertaken by the bank without UNICEF permission.

Signature and seal of the Guarantor _____

Name of Bank _____

Address _____

Date _____