

UNICEF Lebanon Terms of reference (TOR) RFP

PROJECT/ASSIGNMENT TITLE:

Construction of Three school buildings

Indicator: 2.1.12 of MEHE school buildings that meet the Effective School Profile (ESP) and basic accessibility standards / Construction of public schools

Activity: 2.1.12.A.2 Undertake construction of MEHE public schools in line with Decree 9091, ARZ rating system for sustainability, and basic accessibility standards

I. Objectives:

The main objective of this project is to provide a long term solution to public education sector in Lebanon by responding to MEHE's master plan in replacing the old rented schools that were not built to serve schools and the very old buildings which are in very bad physical condition with new infrastructure that are complying to international and national building codes including sustainable elements and systems to ensure safety and secured environment to vulnerable pupils in Lebanon.

II. Background

Of the total 1,262 Lebanese public-school premises, 39 percent are rented, 15 percent donated, and 46 percent are owned by the Government. Consequently, the MEHE incurs millions in rental costs on a yearly basis. Moreover, of the 225 old school buildings are over 50 years old, of which 111 school buildings are over 70 years old.¹ Given that no maintenance arrangements are in place for the public schools in Lebanon, this gives an indication of the physical condition of the public schools.

Furthermore, most of the rented premises were not built to serve schools; and a majority of schools were not designed to resist earthquakes and other hazards. Also, most old schools were also not designed to cater for children with special needs.

All the above, in addition to the limited absorption capacity in certain areas of the country, outlines the rationale for the construction of new schools and extension of already existing schools.

Noting that this is a priority for MEHE and given the availability of funds and willingness of donors to invest in the construction of new schools in Lebanon, UNICEF has embarked on a school construction project with MEHE.

Almost five years ago (October 2016), MEHE issued decree 4276, stating the acceptance of the donation from UNICEF for the construction of new school buildings, with a list of 62 locations where these schools could be constructed. Out of the list, the Minister of Education prioritized a total of eight locations to start with. UNICEF has started the design phase of the 8 school projects, 3 of which have reached the final design phase where official construction permits have been issued and all tender documents have been prepared and approved by the Ministry of Education and Higher Education, and are now ready for construction phase.

III. Purpose of Assignment and Scope of work:

Purpose of Assignment

¹ Data from the Ministry of Education and Higher Education, not yet published.

The construction of new school buildings will contribute to improving the public education infrastructure by providing a healthy and safety learning environment and increasing the absorption capacity of public schools that serve the vulnerable pupils in Lebanon.

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” the winning bidder who will sign the contract with the client,
4. “UNICEF’s consultant” is the consulting company or its Engineer who has been awarded consulting contract for the Project by the client to supervise and follow up throughout the implementation period 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,

Scope of work comprises the implementation and handover phases of each school project separately.

1. Implementation phase includes:
 - A. Civil Structural and Architectural Works
 - B. Mechanical Engineering Works
 - C. Electrical Engineering Works

2. Handover phase:

This phase is divided into two stages substantial handover and final handover. In both stages the work will be handed over to the assigned committee, which is composed of UNICEF, Ministry of Education and Higher Education (MEHE), and UNICEF’s consultant.

Upon works completion, contractor shall handover substantially the works to UNICEF’s Consultant, who shall issue a Certificate of Completion of the Works, the Consultant in his turn will call for handover visit with the assigned committee and sign the minutes of provisional acceptance (substantial handover);

After 12 months Defects Liability Period, the contractor shall handover the work and a minute of final handover to be signed by the assigned committee

The scope of work according to the current tender documents will be including, but not limited to:

A. Civil Structural and Architectural Works:

- Site Preparation: Removal of unwanted elements & Protection of necessary existing site elements.
- External works: Excavation & Backfilling including breaking existing obstructions, dewatering, piling if deemed necessary, compacting and testing etc.
- Concrete works: Plain concrete, Reinforced concrete
- Masonry: Walls and partitions, Stonework and marble.
- Metalwork: Security doors and windows: Steel burglar proof, louvres, handrail, ladders, etc.
- Woodworks: Rough carpentry: wood grounds, nailers, wood framing, backing panels, brackets, anchorages, counters, Cabinets, doors, etc.
- Thermal and moisture protection: Bituminous waterproofing membranes, Liquid Bituminous, Green roof, and Fire safing insulation materials.
- Openings: (windows and doors),
- Finishes: plastering, Tiling, louver strips & wall painting.
- And convey equipment: Lift.

B. Mechanical Engineering Works:

- Drainage,
- Pipework and Piped Systems,
- Gas Services,
- General Boiler Plant,
- Ventilation system,

- Fire Protection,
- Treatment Systems,
- Thermal Insulation,
- Control Panels,
- Sanitary Fixtures

C. Electrical Engineering Works

- Distribution Boards
- Cables and wires
- Wiring Devices
- Grounding and Bonding
- Lightning system
- Lighting installation and Fittings
- Capacitator Banks
- Fire Alarm and Detection systems
- Uninterruptible Power Supply (UPS)
- Engine Generator
- Power Transformer
- Passive System Communication
- Telephone System
- CCTV System
- Solar Energy System

IV. Deliverables:

Bidders are entitled to bid for one lot or more. However, the three lots will be assigned to three different contracting firms based on their proven capacities.

1. The Bidder shall furnish a Technical Proposal including a statement of work methods, equipment, personnel, 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 a performance guarantee of the value equal to 10% of the contract to UNICEF prior work commencement.
4. The Contractor shall submit to UNICEF's 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 explanation 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 timeline showing start and completion dates and periods for all activities, including mobilization, temporary works, materials submittals, and the overall works. Both MS project and primavera are acceptable.
 - d) Such further information as necessary or required by the Engineer/ Consultant / UNICEF
 - e) Risk assessment (Risk and Risk Mitigation)
5. 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);
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 conduct all tests needed as specified in tender document and as per consultant request to insure complying with building codes.
9. The Contractor guarantees the structural integrity and stability of the Works for the period stated in the Particular Conditions and shall at the Contractor's cost repair and remedy any collapse or structural defect occurring within that period.
10. 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.
11. Prior handing over to UNICEF Consultant, Contractor shall perform testing and commissioning for all installed system. All test results are to be recorded and provided in the technical report.
12. 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 visit with the assigned committee and sign the minutes of provisional acceptance (substantial handover);
13. 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.
14. 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.
15. 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 MEHE, after twelve months - the Defects Liability Period of the project.
16. 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 operating and maintenance manuals to the UNICEF's consultant prior to signature of minutes of provisional acceptance (substantial handover);

V. Methodology:

Each of the three school projects is a standing alone project, UNICEF aims to construct the three school projects simultaneously in order to achieve the objective of the project on a timely manner.

The built-up area of Lot 1 Kfarzabad school is around 2500 m², Lot 2 Mazraat Yachouh school is 6,500m², while Lot 3 Dhour El Chweir school is 5,400m². Bidders are entitled to bid for one lot or more. However, the lots will be assigned to three different contracting firms based on their proven capacities. A Bidder shall provide such evidence of eligibility satisfactory to the Employer/UNICEF, as the Employer shall reasonably request.

1. Bidder shall visit and examine the site and its surroundings.
2. The bidder shall obtain, on his own responsibility, all information that may be necessary for preparing the bid and submit the offer.
3. The successful bidder shall provide, no later than 10 working days after the contract signature, a performance guarantee of 10% of the amount of the contract. If the selected bidder fails to provide such a guarantee within this period, the contract will be void and a new contract may be drawn up and sent to the bidder which has submitted the next competitive offer.
4. Contractor shall submit to the UNICEF's Consultant a method statement that should be updated based on actual progress or as and when required by the Clients' Consultant;
5. The contractor, with the instruction of UNICEF's consultant shall check the condition/validity of the existing materials on site that maybe utilized based on consultant's recommendation.

6. The contractor begins the mobilization phase as soon as the site is handed over by the UNICEF's consultant.
7. The Contractor shall commence works' execution as per the signed timeline annexed to contract.
8. The contractor shall carry out the Works in accordance with the updated and approved program and complete them by the intended completion date;
9. Contractor shall liaise with the UNICEF's Consultant throughout the implementation period and raise issues that impede agreed delivery of works.
10. Contractor shall define site boundaries and entrances physically by suitable fencing that should be maintained during project implementation also, make sure that any other hazards that cause risk are taken into consideration by using the right protection method like the toe-boards, brick guards and netting...etc.
11. Contractor must secure a locked store to keep all his equipment during overnight.
12. 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.
13. The Contractor, his crew and equipment shall be covered by appropriate level of insurance 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.
14. All supplied material 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.
15. The contractor shall ensure that the installed water treatment system provides safe drinking water according to LIBNOR standards.
16. All civil works must be completed within approved schedule based on design specifications, and at the end of the works, contractor must handover the site with a best condition as per UNICEF instruction and decision.
17. All installed system should be tested and commissioned and handed over to UNICEF's consultant prior to the substantial handover, test results are to be recorded and provided in the technical report.
18. Prior to provisional acceptance (substantial handover), the contractor shall provide the Operation and Maintenance manual of any equipment/ systems installed, containing all warranties. Also training the staff of the beneficiary or relevant authorities on basic operation and maintenance requirements and procedures.
19. Contractor shall be responsible for all works that have been conducted under this project until final handing over to the Ministry of Education and Higher Education "MEHE", it should be noted that the Defects Liability Period is determined for twelve months after the provisional acceptance (substantial handover).
20. 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 MEHE, 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 10% (ten 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 1). 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 XII (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.

1. Responsibilities:

Responsibilities of Contractor

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

2. 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 bid 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.
3. 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.
4. The bidder is requested, to submit any questions in writing, to reach the Employer not later than the date stipulated in the RFP
5. The contractor shall take all measures to protect the site and to protect the occupants during the construction period as per the instructions provided by UNICEF consultant;
6. When working on site, the Contractor is responsible for the occupational health and safety of his crew, and ensure the safety of approved site visitors including, UNICEF, its consultant/contractors and MEHE's employees and engineers.
7. Works shall be coordinated with the UNICEF's consultant and MEHE's representative when needed, the work area shall be cordoned off, safety of staff and visitors always have precedence over all other considerations.
8. 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.

9. The contractor shall undertake works with full compliance with the specifications and drawings in tender documents (Volume 1 RFP, Volume 2, Volume 3 and Volume 4) and with the UNICEF's consultant's guidance and instruction.
10. 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.
11. The Contractor shall conduct all tests needed as specified in tender document and as per consultant request to insure complying with building codes.
12. 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 report.
13. Contractor shall provide the Operation and Maintenance manual of any equipment installed, containing all warranties. Also training the staff of the beneficiary or relevant authorities on basic operation and maintenance requirements and procedures.
14. In order to fulfil its obligations, contractor will utilize qualified expert engineers and staff. Project team and its facilities shall be available to execute the work as per requirement.
15. The Contractor 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.
16. 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

17. Details of the measures and temporary works to minimize disturbance and safeguard the staff and visitors including UNICEF's, MEHE's. These shall include but not limited to: safety barriers, signs, and arrangements for ensuring safety even to external boundary of the project.
18. 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 site's occupants.

Responsibilities of UNICEF

19. UNICEF will evaluate bids based on the evaluation criteria shown below in section **VIII & IX**.
20. 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,
21. Financing the construction/rehabilitation project based on the terms and financial procedures that will be stipulated in the contract/ agreement.
22. UNICEF will provide technical oversight and assistance through its engineers within the Lebanon Country office.
23. Report the progress of the project to the MEHE, and other line departments.
24. UNICEF being the owner of the project, reserves the right to ask for any document during the implementation as related to construction works i.e. reports, shop drawings, call for a meeting, material submittal...etc.
25. Obtain approvals and any official documents as necessary for the project and the respective construction works and site access from the MEHE.

VII. Reporting requirements:

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

VIII. Qualification Requirements and Evaluations:

All bidders shall attend the pre-bid meeting that will be held online. The bidders shall submit all originals of mandatory documents to be checked for validity. The timing to be discussed and decided during the pre-bid meeting.

Mandatory Qualification Requirements:

Bidders must submit the following original legal documents that shall be valid at the time of submission (No points – pre-qualifying criteria). Failure to provide any of these documents shall 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 (براءة ذمة من الصندوق الوطني للضمان الإجتماعي);
8. Contractor classification according to the Council of Development and Reconstruction "CDR" minimum of three stars for building category, along with a certificate issued by the CDR proving that the company is not excluded from participating in the implementation of deals and no amendment has been made to the classification;
OR,
9. Contractor classification according to Ministry of Public Works (MOPW) class A along with a certificate proving that the company is not excluded from participating in the implementation of deals and no amendment has been made to company's classification;
10. Complete bidding documents initialed on all pages.
11. Copy of receipt of Bidding Documents.

Value added:

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

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

IX. Technical proposals

Bidders who successfully submitted the original mandatory documents will be considered for the technical evaluation.

Bidders shall be entitled to bid for one lot or more. However, each lot will be assigned to different contracting firms based on their proven capacities.

The technical proposal will be evaluated based on the following;

- Method Statement: A detailed method statement describing bidders' approach to the project i.e., site arrangement, work sequencing, deployment of resources for parallel activities, coordination between different work trades to avoid delays, progress reporting and proposed measures on site to avoid delays. It should also include potential risks' assessment. **15 Marks**
- Detailed project implementation program/ proposed timeline. The work activities should be further broken down to sufficient level of detail, identifying critical path(s) and appropriate schedule compression

techniques should be proposed i.e., fast tracking and/or crashing where required to meet the project time lines (10 months for LOT1, 14 months for Lot2 and 16 months for Lot 3). The proposed work program shall include the time lag for material procurement and submittal approvals etc. **10 Marks**

■ Bidders experience:

- Minimum of three similar (in type and area) completed projects within the past five years, i.e.: school buildings with minimum area of 2500 m2. (2.5 points per similar project up to 10 points)

10 Marks

- Completed construction projects (buildings) over the past five years, full mark will be given to the contractor who provided the highest value of the listed projects. Reference letter is mandatory to consider the projects

10 Marks

Following compulsory detail for each project must be included:

- Project details such as what was the project, which elements of works and services were performed by the Bidder
- Project value, at contract signature and at the project completion
- Time for completion, mentioning any delays from contract completion date
- Completion certificate (if project already completed)
- Name and valid contact details of Client and Supervision Consultant including phone numbers
- Pictures (before and after construction)
- Reference letters to be provided

■ Resources and Equipment

- Technical Company Profile: Organogram showing organization of proposed site and back-office staff, and available equipment. Detailed CVs of each individual including Project Manager, Site In-charge, foreman, MEP Engineer, and QC Engineer (refer to the below table).

10 Marks

- Proposed Sub-Contractors or Internal Resources for MEP (Mechanical Electrical Plumbing). The Bidder shall provide a list of proposed sub-Contractors for MEP works. In case the Bidder does not plan to rely on sub-Contractors, in-house capacity for all these required trades of works will be demonstrated. The profile of proposed sub-Contractor(s) or in-house resources must be included for Client's review. The previous experience of proposed sub-Contractor or in-house MEP team must be included with adequate number of Client references. The proposed sub-contractor must have a track record of successful completion of recent experience on similar commercial projects with reputable clients, have adequate resources to complete the works and must hold a good reputation in the market, these elements should be clearly demonstrated in the submission.

03 Marks

- Specialist Suppliers: The Bidder shall provide a list of Specialist material suppliers proposed for the procurement of materials for the project. Their detailed profiles should be included to demonstrate their adequate capacity to supply materials/goods/equipment on this project.

02 Marks

■ Quality Control (QC) and Construction Health and Safety (H&S)

- The Bidder shall submit a detailed account of the QC and Quality Assurance (QA) regime that they plan to implement on the project including details of all related site procedures such as material submittals and testing requirements. The proposal should be strictly specific to this project and generic statements must be avoided. ISO 9001 certificate shall be provided.

06 Marks

- The Bidder shall provide a detailed statement of health and safety procedures to be implemented on site to eradicate (where possible) or reduce the probability of occurrences of site accidents, procedure to be in place in case of accidents on site and person responsible for Health and Safety arrangements on site. The procedures should be specific to this project and precisely mention all the arrangements that the Bidder is proposing to implement on site including the COVID-19 precautionary measures. Generic statements must be avoided

04 Marks

#	Position	Total Work	Responsibilities
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		Experience in construction / related area (years)	
1	Project Manager	<p>Must have a Diploma/Bachelor of Science in Architecture, Engineering with Construction Management experience.</p> <p>Minimum requirements:</p> <ul style="list-style-type: none"> - 15 years of experience in the areas of engineering (design and supervision); - 10 years professional experience in management of similar projects - Experience in management and 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 rehabilitation 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	Resident Engineer (Architect / Civil Engineer)	<ul style="list-style-type: none"> • Total experience 10 years: <ul style="list-style-type: none"> - 10 years professional experience in designing and implementing construction/rehabilitation - 5 years professional experience in design, drawings, technical specifications - Experience in managing similar tasks 	<ul style="list-style-type: none"> - shall be responsible for ensuring adherence to the Contract. - Familiarization with Contract Documents - Review tender documents - Review, if applicable, any necessary structural drawings and specifications - Review and approve the Rehabilitation methodology and the related time schedule - Quality and quantity control of the materials and works - Shop drawings - Report progress, trends which are likely outcome of contracts and other information required to the Project Manager - Approve the materials and equipment - Agreements and Approvals - Miscellaneous Notes to File -Quantity Calculations and Engineer's Estimate - Schedule - Outstanding Issues - Surveying
3	Electrical & Mechanical Engineers (One electrical & One mechanical)	<ul style="list-style-type: none"> • Total experience 10 years of each: <ul style="list-style-type: none"> - 10 years professional experience in designing and implementing construction/rehabilitation 	<ul style="list-style-type: none"> - Evaluates electrical / mechanical systems, products, components, applying knowledge of related systems and materials - Designing, modifying equipment and assembling electrical/mechanical components

		<ul style="list-style-type: none"> - 5 years professional experience in design, drawings, technical specifications - Experience in supervising similar projects 	<ul style="list-style-type: none"> - Assures product quality by testing and commissioning installed system. - Provides engineering information by solving issues on site. - Assure the quality of the product by complying with standard regulations for the project - Maintains product data base - Completes projects by training and guiding technicians - Regular site visit to the project to ensure that all systems are being installed properly.
4	Site Engineer (Architect / Civil Engineer)	<ul style="list-style-type: none"> • Total experience 7 years: <ul style="list-style-type: none"> - 7 years professional experience in implementing, construction and rehabilitation - 4 years professional experience in design, drawings, technical specifications - Experience in supervising similar projects 	<ul style="list-style-type: none"> - In charge of site works - Offers advice in the planning, co-ordination and supervision of technical aspects of construction and rehabilitation projects - Supervision on daily basis of the rehabilitation works to ensure that they are implemented in accordance with the design, technical specifications and quantities (BOQs) - Solve technical issues, providing advice, management and preparing reports - Possess 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	Foreman	<ul style="list-style-type: none"> • Total experience 7 years as he occupies the first supervisory tier, ranking above workers but below managers. <ul style="list-style-type: none"> - Knows and Understands: <ol style="list-style-type: none"> a. Project safety programs b. Employment standards c. 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 - Handle the administrative duties of position, including completion of required documents

**TOTAL 70 Points for the technical evaluation and 30 points for the financial.
Technical passing score shall be 50 points out of 70.**

Financial Evaluation Criteria (30 Marks)

The Financial offers shall be scored for maximum 30% of the total score. It is important note that Bidder rates should be consistent with local market. In case of any inconsistency and errors UNICEF reserves the right to seek clarification and further details such as breakdown of rates.

Financial Proposal shall be submitted on the provided BOQ, One PDF copy stamped and signed by designated official and one locked excel sheet. All items in the BOQ shall be priced including unquantified items (i.e. items that have zero quantity). It is essential to submit the unit price breakdown along with the financial offer as per tender documents, bidder failed to submit this document, his financial offer will consider void.

“Financial evaluation of companies is usually conducted based on the following:

- Assignment of the maximum score to the lowest financial proposal;
- All other financial proposals receive scores in inverse proportion according to the following formula:

$$\frac{\text{Max. score for price proposal} * \text{Price of lowest priced proposal}}{\text{Price of proposal (X)}}$$

NOTE:

Technical and financial Proposals shall be submitted through secured email sent to lebtender@unicef.org. The technical proposal must not contain any financial information.

Proposals sent by email to lebtender@unicef.org must be sent in two separate emails: one email for the technical proposal and one email for the financial proposal.

Email for technical proposal:

Subject line of the email must indicate RFP number- name of your company- technical proposal. The email must include: The technical proposal. The technical proposal does not contain prices.

Email for price proposal:

Subject line of the email must indicate RFP number- name of your company- price proposal. The email must include: The price proposal.

Proposals sent in another manner will be invalid.

Communications During Bid Period:

In case of any discrepancies or errors in the Bid documents and/or site conditions, or to further clarify any elements in the Bid, the Bidders shall contact UNICEF through formally written Bid queries addressed to the person as mentioned in the invitation to submit RFP. The UNICEF will respond to the queries through formally issued Bid clarifications or bulletins, which will form part of the Bid. Bidders should note that any verbal statement or representation by any of its agent or employee will not form contractual bindings for UNICEF.

Bid Validity:

The Bid shall remain valid for acceptance by UNICEF for a period of ninety (90) days after Bid closing date.

- Terms of Payment

- Each lot (school project) will be awarded to one contracting firm.
- 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.
- Contractor payments are related to the completion of works i.e. ready to use condition. Materials on site will not be calculated in the percentage of progress, hence will not be considered in due payment until they are installed and ready to use.
- The contractor will be paid for the quantity of the work accomplished at the rate in the Bill of Quantities for each item.

- Contractor shall submit to the UNICEF's consultant statements of the estimated value of the work executed less the cumulative amount certified previously.

Terms of Payment:

- Payments are linked to deliverables; UNICEF shall provide funding for the contractor as per the following modalities
- 10% retention will be applied for each payment due.

I.	<u>First payment, (5% of the total amount of the contract) upon mobilization and works commencement, to be certified by the UNICEF consultant;</u>
II.	<u>15% of the total contract value upon completion of works equivalent to 20% of the contract value;</u>
III.	<u>15% of the total contract value upon completion of works equivalent to 35% of the contract value;</u>
IV.	<u>15% of the total contract value upon completion of works equivalent to 50% of the contract value;</u>
V.	<u>15% of the total contract value upon completion of works equivalent to 65% of the contract value;</u>
VI.	<u>15% of the total contract value upon completion of works equivalent to 80% of the contract value;</u>
VII.	<u>20% of the total amount of the contract upon completion of 100% of the remaining works; Amount to be paid based on the contractor statement certified by UNICEF consultant, and upon signature of minutes of substantial handover</u>
VIII.	<p><u>Retention 10% of total contract value</u> To be paid against unconditional <u>bank guarantee (Defects Liability guarantee)</u> equal to 10% of the contract value, this bank guarantee will be released back to contractor upon final Acceptance/Handover by UNICEF & MEHE. Bank Guarantee shall be from fresh dollar account. Otherwise UNICEF will hold the 10% until the end of the defect liability period.</p>

X. Communication during Tender

All the queries shall be on the email: rallam@unicef.org

Anticipated Schedule during tender process:

Type	Anticipated Date	Notes
Launch of RFP	Oct 26 th , 2021	
Mandatory Pre-bid meeting	Oct 28 th , 2021	
Mandatory site visit	TBD 29 Oct, 1 st Nov & 2 nd Nov. 2021	
Last date to submit queries	5 Nov. 2021	
UNICEF response to queries	11 Nov. 2021	
Closing and submittal of proposals	26 Nov 2021	

XI. Timing/Duration of Contract:

The intended commencement date is mid December 2021 and the total period of the works varies from 10 to 16 months from that date.

Closing date of the contract will be after twelve months from substantial handover.

The timeframe includes but not limited to:

Type of work (concurrently)	Duration	Anticipated Date

1.	Lot1: KfarZabad Public School	10 months	Dec 2021
1.	Lot 2: Mazraat Yachouh Public School	14 months	Dec 2021
1.	Lot 3: Dhour El Chweir Public School	16 months	Dec 2021
2.	Testing, commissioning and Snagging	1 month Upon receiving the inception report from the consultant	Lot 1: Nov 2022 Lot 2: March 2023 Lot 3: May 2023
3.	Substantial Handing over to the MEHE, And submission of complete set of documents (as built drawings, manuals, warranties, ...etc.)	1 month	Lot 1: Dec 2022 Lot 2: April 2023 Lot 3: June 2023
5.	Final handover and contract closure	12 months	Lot 1: Dec 2023 Lot 2: April 2024 Lot 3: June 2024

The timely achievement of the project is of utmost importance for UNICEF. A contractual timeline will be part of the agreement signed with the successful 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).

XII. Duty Station: N/A

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 your 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

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 _____