

UNICEF Lebanon Terms of reference (TOR) for LTA

1. PROJECT/ASSIGNMENT TITLE: Long term Agreement for Maintenance Services of HVAC System at UNICEF Main Office -Sama Beirut

Provision of Maintenance Services for UNICEF Country Office located in Beirut.

WORKPLAN CODE NUMBER:

2. Background:

UNICEF is mandated by the United Nations General Assembly to advocate for the protection of children's rights, to help meet their basic needs and to expand their opportunities to reach their full potential.

UNICEF is guided by the Convention on the Rights of the Child and strives to establish children's rights as enduring ethical principles and international standards of behavior towards children.

UNICEF responds in emergencies to protect the rights of children. In coordination with United Nations partners and humanitarian agencies, UNICEF makes its unique facilities for rapid response available to its partners to relieve the suffering of children and those who provide their care. Currently and since November 2011, UNICEF is working on the emergency of the Syrian Refugees. UNICEF expanded a lot in terms of office space and staffing during these four years

UNICEF is hereby seeking the services of a professional Contractor for the provision of facilities management maintenance and repair services for all HHVAC system including supply and installation of spare parts and new equipment (hereinafter referred to as the "Services") where required for the UNICEF Office located at:

Building Name: SAMA Beirut
Location: Achrafieh, Sodeco Area, 2nd- 5th floor
City/Region: Beirut
Country: Lebanon

The combined surface area of the UNICEF offices covered contains open plan and closed offices, meeting and conference rooms, printing rooms, corridors and accesses, bathrooms, kitchens, stores, terraces, lobbies and parking etc. Refer attached office layouts for further details.

3. OBJECTIVES:

Establish a Long Term Agreement (LTA), with a company with adequate resources and experience in provision of maintenance and repair services:

The Contractor shall assume, coordinate and seamlessly integrate all operational activities required to maintain HVAC (Heat Ventilation and Air-conditioning) and Fire Suppression systems for the UNICEF Country Office (refer following section "**Details of Existing Facilities, Equipment and Installations to be Covered under the Contract**" for details of UNICEF facilities to be covered under the contract). These activities include, but are not limited to:

- a. Periodic preventive maintenance for all HVAC and fire suppression system
- b. On-call repair and maintenance

c. Emergency response;

- 3.1 The Contractor shall, as a minimum, initiate and supervise all basic operations, maintenance, service and repairs on or around the UNICEF buildings (refer section “**Details of Existing Facilities, Equipment and Installations to be Covered under the Contract** “for details of UNICEF facilities to be covered under the contract), including the tracking and administration of preventive maintenance programs and equipment. Preventive maintenance shall be in accordance with manufacturers’ requirements. Repair and emergency services shall be carried out on an “as and when required” basis.
- 3.2 The Contractor shall implement its standard Preventive Ordinary Maintenance Program, which should include the production of monthly schedule of basic maintenance tasks, the creation of a maintenance history for office premises and a thorough review and follow-up of maintenance and repair works. After implementation of the program, Contractor’s technical personnel shall perform periodic audits to ensure that maintenance work is being performed properly.
- 3.3 The Contractor, at their own cost, shall provide all supplies, labor, materials and equipment required to fulfil the requirements of this contract. In the case of very expensive supplies, e.g., replacement of parts and/or equipment, this will be treated as a reimbursable item. The Contractor will indicate in the bid, which supplies are to be treated this way and their estimated cost.
- 3.4 The Contractor shall assist the UNICEF in its Business Continuity and Crisis Management efforts. Emergency service will be provided 24 hours per day, seven days a week including holidays. Contractor shall respond to a request for emergency service within two (2) hours upon receipt of the request in writing or by telephone. Such emergencies include, as a minimum: damage to the facilities by flood, vandalism, fire, weather, electrical outages; plumbing or structural leaks.
- 3.5 The Contractor shall prepare and present an Emergency Response Plan for the Facilities covered under the scope of services in order to combat incidents including spill, fire, explosion and security breach. The Emergency Response Plan will be reviewed with Chief of Operations and Admin professional staff members. The Contractor shall provide the Emergency Response Plan as part of their proposal.
- 3.6 In the case of conflict, difficulty, or trouble, Contractor shall contact the Chief of Operations as quickly as possible. The Contractor shall provide a detailed and written report within 24 hours explaining the problem and the chain of events that lead to its resolution/current status (unless it was a very minor event with an immediate solution).

4. DETAILS OF EXISTING FACILITIES, EQUIPMENT AND INSTALLATIONS TO BE COVERED UNDER THE CONTRACT:

The following works, equipment and facilities shall be covered under the contract:

4.1 Fire Protection

- 4.1.1 Fire stops on all pipes passing for fire rated walls, shafts and slab for mechanical system
- 4.1.2 UL listed fire suppression sprinklers including pendant and pendant decorative type and fire protection specialties including pipes for firefighting system
- 4.1.3 Clean agent extinguishing system including dry powder ABC type and CO2 type.
- 4.1.4 FM 200 fire suppression system including black steel piping, nozzles, FM 200 cylinders, solenoid valves, fire suppression control panels, strobe lights, sirens, wiring, detectors, manifolds and additional installed elements based on NFPA requirements

4.2 Heat ventilation and Air-conditioning (HVAC)

- 4.2.1 Pipes and fittings including all fitting brackets, flanges, tees, expansion devices, hangers and all accessories
- 4.2.2 Mechanical pipe insulation for chilled water pipes as well as indoor heating water pipes
- 4.2.3 Duct woven glass fabric (fiber glass) insulation for supply, return air, fresh air and extract air ducts including all fixing accessories
- 4.2.4 Heat recovery units including heat exchanger and all necessary accessories and connections
- 4.2.5 VRV/VRF system, outdoor and indoor units
- 4.2.6 Fan coil units (FCUs) with cooling/heating coil complete with digital thermostat, PICVs, vibration isolators, accessories and drain P-trap.
- 4.2.7 Electric water heaters
- 4.2.8 Plumbing Fixtures
- 4.2.9 Metal ducts including seams, joints, hangers, splitter, turning vanes, elbows etc.
- 4.2.10 Fire dampers on all ducts crossing shafts and fire rated walls, non-return damper type.
- 4.2.11 Air outlets and inlets, circular and linear air grills complete with all fixation and accessories. Flow bar diffuser, supply and return air diffuser, round supply air diffusers with all fixing and accessories.
- 4.2.12 Extract air diffuser
- 4.2.13 Controllers
- 4.2.14 Floor Drains
- 4.2.15 Fire suppression system and accessories installed by UNICEF

5. SCOPE OF WORK:

The Scope of Works is as explained under this section, including all the details discussed under sections 3 to 9 of this document:

5.1. Preventive Periodic Maintenance (but not limited to)

- 5.1.1. Ensure that all systems or all their components provide uninterrupted performance, within the regulatory norms and according to the manufacturer's instructions.
- 5.1.2. Prevent damages to persons and assets.
- 5.1.3. Prevent malfunctioning.
- 5.1.4. Programme all maintenance activities to be performed when systems are shut down and/or out of working hours.
- 5.1.5. Prevent any risky/threatening situation.

5.2. Repair/correction Maintenance

The Contractor shall perform all activities required for the good functioning of the systems. Actions include (but are not limited to):

- 5.2.1. Repair and/or replacement of spare parts.
- 5.2.2. Small modifications to the systems

5.3. Classification of maintenance requests

During UNICEF working hours, the Contractor shall take action upon request, according to the following schedule:

- 5.3.1. Preventive maintenance (**Every 2 months**), automatic upon signature of the maintenance contract

5.3.2. Emergency Actions (24/7 including holidays): within 2 hours from the request (also via telephone call). Emergency actions include all actions aimed at eliminating and/or preventing damages to people and assets. Once the causes for the danger situation are eliminated, all other actions to restore the system or its components must be accomplished in 16 hours.

5.3.3. Critical Actions: within 16 hours from the request (also via telephone call). Critical actions include all actions aimed at restoring the ideal condition in the facility for UNICEF staff and visitors.

5.3.4. Ordinary Actions: within 24 hours from the request.

5.3.5. Actions on Appointment: these are actions subject to specific planning, for which time is required for the supply of spare parts or for which it is necessary to schedule system stops, or upon request from an internal customer. The required completion time shall be indicated in the relevant work order.

5.4. Supplies and materials

Contractor will be responsible for the provision of all needed supplies and material (but not limited to):

5.4.3. Working tools;

5.4.4. Working clothes;

5.4.5. Communication equipment (radio, cell phones);

5.4.6. Measurement and control tools;

5.4.7. Lubricants;

5.4.8. Spare belts;

5.4.9. Small electrical spare parts;

5.4.10. Bolts and other iron monger;

5.4.11. Fuses;

5.4.12. Anti-block sprays;

5.4.13. Chemicals for all systems;

5.4.14. Pump joints;

5.4.15. Varnish and paint for repairs;

5.4.16. Cleaning products;

5.4.17. Scaffolding, ladders, vehicles, cranes and any other equipment that may be required;

5.4.18. Fencing materials for working areas; and

5.4.19. Personal protection devices, safety equipment, and any other item that may be required by the host nation safety codes.

5.5. Spare parts in stock

5.5.3. The Contractor should include a list of critical spare parts to be kept in stock, including the minimal quantities.

5.5.4. Those spare parts will be reimbursed to the Contractor, if and when used, on the basis of unit prices provided in the tender proposal.

5.5.5. The Contractor shall keep an updated register of all spare parts in stock, ready for PM's inspection.

5.6. Temporary increase of manpower

UNICEF may require the Contractor to increase its manpower at site for particular jobs or when the Contractor's performance is not adequate to ensure the contract requirements.

5.7. For each Job order UNICEF and the Contractor agree to adopt the following procedures:

- 5.7.1.** Admin unit to notify the Contractor of a Job Order for each assignment during the contract period.
- 5.7.2.** Contractor to implement works according to the signed Job Order.
- 5.7.3.** Submit on a monthly basis the invoices along with the Job orders and proof of services delivery. The Contractor shall submit a signed original invoice in the name of UNICEF in English, including the Order reference and the deliverables related to each UNICEF authorized to request the Job order, including the VAT Tax
- 5.7.4.** Admin unit to verify payment request.
- 5.7.5.** UNICEF to process payment to the company (within one week from receipt of invoice).

6. DELIVERABLE:

6.1 LIST OF SERVICES

Services included (but are not limited to)

6.1.1 Technical Management of Existing Systems

Plumbing, water, drainage, pumps, access control, electrical system (lighting system, distribution network, panels, fixtures& all related items)

6.1.2 Preventive Maintenance Actions

Contractor should list all actions included in the Maintenance Programme for the year.

6.1.3 Actions required to put the facility in safe condition

The Contractor should describe and take the approval for taking all actions to be performed on emergency basis to restore safe conditions in the UNICEF premises

6.1.4 Repair/correction Maintenance Actions

Contractor should list all actions that may be required to repair and correct the malfunctioning of any building components and/or systems.

6.1.5 Site attendance and availability

6.1.5.1 Normally, preventive maintenance should be done after working hours or on Saturdays since work is generally not permitted between of 8:00am and 4:30pm, Monday through Friday. Urgent things requested for emergency should be dealt with as mentioned earlier within two hours from receipt of the call, even if it is within the working hours. Certain activities generally identified herein must occur during a time other than these stated hours. All such activities or work that must be performed during a time other than the stated hours must be coordinated with the UNICEF Representative in advance at least 48 hours prior to the start of such activities, so that adequate security coverage can be arranged.

6.1.5.2 Contractor shall obtain approval from the UNICEF Representative, a minimum of 72 hours in advance before performing any activity that generates dust, vibration, or electrostatic

activity, especially in any space(s) where photo, motion, or electric charge-sensitive equipment, computers, micro-circuitry or other such items exist. This shall also apply to work that requires access to technical floors, shafts, service lifts, or centralized building facilities, connections and/or shutdowns/modification procedures to the existing fire alarm, sprinkler and plumbing. Contractor must take all precautions to prevent interference or harm to systems and equipment and will be responsible for all costs arising from the lack of such preventative care.

6.1.5.3 Contractor must respond to service requests within the timeframe given below:

- Service Work Orders that are classified as emergency case will require response as soon as possible and **no longer than two (2) hours**.
- Critical requests **within sixteen (16) hours**
- Routine requests response shall be **within twenty-four (24) hours**.
- Service Work Orders shall be closed out **within three (3) days**.

6.1.6 Reporting Requirements

Admin/Finance Officer in coordination with the Admin/Finance Specialist

ii. Annual Programme

Within 15 calendar days form the hand-over of the facility, the Contractor shall submit for UNICEF Admin/Finance Specialist's approval a detailed maintenance programme, prepared based on the programme included in its tender proposal. That programme shall include, as a minimum:

- Maintenance activities on each system and component;
- The frequency and the scheduled execution timeframes (monthly);
- Any special condition required to execute the activities (e.g. system shut down or execution out of the UNICEF working hours).

The Contractor shall prepare and manage a service schedule for all services listed herein. The schedule shall include the task, location and hours of when service will be performed. The service schedule shall not be final until approved by the UNICEF representative

iii. Quarterly Programme

Within the first week of each quarter, the Contractor shall submit for the Manager's approval its preventive maintenance programme. Such programme shall indicate:

- Activities to be executed.
- Dates of execution.
- Any requirement for the presence of suppliers and/or specialized sub-contractors.
- List of all equipment to be used.
- Any other information required to allow UNICEF to perform the work supervision and the surveillance of the affected areas.

All maintenance activities shall be recorded to allow the measurement of the Contractor's performance.

iv. Contractor's Monthly Reporting

Within the fifth working day of each month, the Contractor shall prepare and submit a monthly report, including all services provided and activities performed. The report shall include the approved Quarterly Programme, the approved price proposal and any lessons learned. The report shall also include a justification for any non-compliance.

The Contractor shall meet with the UNICEF representative at least monthly during the first two months of the Contract. Meetings shall be held every three months thereafter, at the discretion of the UNICEF Project Manager.

6.1.7 Other Services

For any other Services required by UNICEF that are not specified or are otherwise omitted herein, all related cost shall be obtained from the service provider in writing specifying details of the requirement. The vendor shall submit a quotation based on the prevailing market prices for the required additional Services for UNICEF review and approval. No delivery shall be made without prior approval by UNICEF Admin/Finance Unit. UNICEF Admin/Finance Unit will monitor and check each quotation submitted by the vendor, to ensure that the costs of the required additional Services are competitive with market retail prices.

7 GENERAL OBLIGATIONS OF THE CONTRACTOR:

All Services performed on the Facilities shall always:

- 7.1** In the event of UNICEF placing a Job Order which the Contractor considers it cannot substantially meet because of limited quantities of staff, lack of technical expertise or inability to meet the specific request, before proceeding to make a partial delivery of the Services, the Contractor shall seek further written instructions from UNICEF.
- 7.2** The Contractor shall accept changes to or cancellations of Job Orders provided that reasonable notice is given by UNICEF in the circumstances and no production costs have been incurred.
- 7.3** The Contractor acknowledges the use of its best endeavors to abide by the delivery periods and as may be specified in the Job Orders, provided however, that where the Contractor does not meet the delivery period(s) UNICEF shall be entitled to give the Contractor notice of its intention to cancel the LTA unless services are delivered within a reasonable and specified time frame.
- 7.4** The Contractor shall meet or exceed industry/manufacturer recommended specifications.
- 7.5** Document the provision of a work ticket/technicians report stating the problem and repairs performed, including a list of all parts replaced. Each maintenance, inspection and repair must include a written description, in layman's terms, of the work performed and current operating status of equipment.
- 7.6** Observe all other applicable codes, laws, ordinances, rules, regulations, and orders created by all legal and public bodies acting for the welfare of the environment and the safety of persons and property.
- 7.7** **Safety and Accident Prevention:** The Contractor shall be fully responsible for the implementation of any safety measure that may be required by either the Lebanese state regulation, or by the contract or by the Project Manager, when issuing the relevant work order. The Contractor shall also bear all the relevant expenses.
- 7.8** The Contractor shall be responsible for providing all the necessary licensed personnel, safe equipment, materials and supplies and for making all necessary arrangements for the performance of its obligations under this LTA.
- 7.9** **Insurances:** The Contractor shall be responsible for providing all the necessary insurances as required by the Local Laws for their staff and 3rd party or Public Liability
- 7.10** **No-smoking Policy:** The entire Contractor's staff shall comply with the non-smoking restrictions active within UNICEF premises. Those who will not comply will be expelled from the premises.
- 7.11** Document with concise and accurate records all maintenance and repairs that are performed.

- 7.12** Ensure all spent lubricants, chemicals, compounds, etc. are recycled if possible or disposed of in accordance with all government regulations. Including documentation showing who is transporting the substances and by whom and where the disposal or recycling is taking place.
- 7.13** Include maintenance and repair schedule showing the periodic schedules indicating the type of inspection with planned dates of service. This shall be provided to the UNICEF Project Manager on the first day of each calendar year during the contract period.
- 7.14 Disposal of debris, materials and equipment:** For any disposals, the Contractor shall comply with the Lebanese national state regulations.
- 7.15 Sub-contractors.** In the event that the Contractor requires the services of any sub-contractor, the Contractor shall obtain the prior approval and clearance by the UNICEF of the proposed sub-contractor. The Contractor must, with its proposal, provide a list of sub-contractors that it intends to engage, along with an indication of which part of the overall SOW each sub-contractor will be responsible for. The UNICEF reserves the right to reject the proposed sub-contractor, without explanation.
- 7.16 Sub-contracting Not to Relieve Responsibilities.** The approval by the UNICEF of any sub-contractor shall not relieve the Contractor of any of its obligations under the Contract.
- 7.17 Unsatisfactory Performance by Sub-contractors.** The Contractor must acknowledge in its proposal that in the event a sub-contractor continues to provide unsatisfactory service, UNICEF reserves the right to require the Contractor to replace a sub-contractor with a qualified alternative.

8 SUBMISSION REQUIREMENTS:

8.1 TECHNICAL SUBMISSION: (Total 60 Marks- passing mark is 42 points)

- 8.1.1** Range and depth of expertise in similar projects, all respondents must have been in business for at least 3 years and must demonstrate the ability to provide fast and reliable maintenance services for UNICEF premises in Lebanon. (Bidders must provide previous similar projects to demonstrate experience) (2 marks per project up to 10 marks)
- 8.1.2** List at least five customers with their contact details, to which you provide the same type of services, in various and disperse geographic locations. The bidders must provide reference letters from their customers (1 mark per reference letter up to 5 marks)
- 8.1.3** Expertise and experience of proposed personnel. (provide CVs of nominated staff for the project) and a portfolio of previous works must be submitted with the proposal. The Maintenance Services shall be carried out by licensed to provide the services or to have engineers, qualified technicians in the requested field of expertise (5 points per CV matching the requirements up to 20 marks)
- 8.1.4** Provide detailed technical proposal & schedule based on the requirements outlined in this document and mandatory site visit to be conducted (rating 25)

8.2 FINANCIAL SUBMISSION (Total 40 Marks)

- 8.2.1** Detailed Financial proposal based on the requirements outlined in this document

9 Responsibilities:

9.1 UNICEF Admin shall:

- 9.1.1** UNICEF Approving Authority – Admin/Finance Specialist responsible for the management of the contract, with special regard to the approval of payments for both ordinary and extraordinary maintenance.

9.1.2 UNICEF Maintenance Manager – Admin/Finance Officer, Property Management Unit, responsible for the technical management of the contract. Those responsibilities include:

- a. Coordination of design and scheduling of maintenance actions.
- b. Technical and financial administration of the contract.
- c. Cost analysis and preparation of market surveys.
- d. Review and technical endorsement of the Contractor's price proposals.
- e. Review and technical endorsement of progress payments submitted by the Contractor, for works requiring such payment procedure.
- f. Arrange access to the offices
- g. Liaise with facility management for permission and access to common service areas and technical rooms, shafts etc.
- h. Approval of change orders not requiring any cost/time changes.
- i. Performance of inspections, during the execution of works and upon completion.
- j. Supervision of final tests.
- k. Control of regular execution of all maintenance activities.
- l. Has the authority to order the interruption of any work at any time, when deemed necessary, according to UNICEF internal rules and procedures.
- m. Is responsible for the technical interpretation of the contract for UNICEF and for the evaluation of the Contractor's performance.
- n. Is responsible for the analysis of Contractor's claims, with reference to the work schedule and the contractual procedure for the execution of works.

9.2 Contractor Provisions/Responsibilities

The Contractor shall:

- 9.2.1** Assign a manager/supervisor to coordinate all works between the Contractor and UNICEF, and to ensure that Contractor employees are sufficient to maintain efficient operation during business hours.
- 9.2.2** Provide, and keep updated, a list of employees and alternates required to respond to emergencies. The list shall include phone numbers and e-mail addresses. All those on the list shall be equipped with a cellular phone for ease of communication. This list will be provided to the UNICEF authorized representative.
- 9.2.3** Maintain at all times the complete cleanliness and operations of the Facilities and equipment. To ensure that any areas where work is performed by the Contractor are maintained in optimal conditions of cleanliness and at all times remain clean and free of hazards.
- 9.2.4** Must not operate or install any personal electrical equipment or remove any Purchase-owned equipment from the premises, except for the purpose of repair and without prior approval by the UNICEF.
- 9.2.5** Perform formal premises reviews based on the mutually established schedule.
- 9.2.6** Ensure that a service schedule is finalized and executed, as approved by the UNICEF Admin/Finance Officer.
- 9.2.7** Ensure that the premises and other affected property(s) are appropriately protected against damage resulting from the performance of work and transportation of equipment and materials into and within the building. If work occurs in or around major traffic zones, including sidewalks, corridors, elevator lobbies, and other public areas, the Contractor shall properly protect the occupants and the public from

harm. Contractor must provide and install any necessary items or equipment such as temporary barriers, signage, etc., in order to provide safety for all people that may be affected by the Contractor's activities. Contractor must notify the UNICEF designated agent well in advance of the activity and get approval for the methodology and schedule proposed to implement the Services.

- 9.2.8** Maintain a local inventory of any hard to get/off the shelf parts that could contribute to an extended outage of the Services.
- 9.2.9** Use high quality bio-degradable or environment-friendly equipment, supplies, materials and products, wherever practical. Manufacturer's Materials Safety Data Sheets shall be provided upon request for clearance by UNICEF. The UNICEF shall have the right of refusal to reject any equipment, materials or supplies that it deems to not be in accordance with this requirement.
- 9.2.10** Ensure that any areas where work is performed by Contractor are clean and remain free of hazards.
- 9.2.11** Ensure that there is an effective waste management plan.
- 9.2.12 HAZARDOUS MATERIALS:** If work performed by the Contractor generates hazardous waste, the Contractor shall ensure that all wastes and associated activities are handled in accordance with all local laws. This includes all activities related to handling, packaging, storage, logs, inspection, shipping and documentation. Contractor shall ensure that all employees who perform functions related to the generation, storage, and/or shipment of hazardous waste are trained in accordance with government regulations and have the necessary protective garments to ensure personal safety.
- 9.2.13 ADVISORY SERVICES:** Contractor may be requested to consult on modernization, service improvements, interpretations of codes/standards or other operational and service issues.
- 9.2.14** Ensure that all personnel assigned meet the following minimum standards:
- a) Be able to effectively speak in English language, understand and carry out rules, orders, and instructions.
 - b) Possess sound physical, stamina and health to perform duties assigned by the Contractor.
 - c) Be healthy and free from all communicable diseases.
 - d) To be inconspicuous and discreet as far as possible, and respectful of the work that is being carried out in meeting-rooms and offices.
 - e) Be at least 18 years of age.
- 9.2.15** All Contractor's personnel assigned to the UNICEF premises shall wear clean, properly fitted uniforms and carry UNICEF approved Identification Cards while on duty.
- 9.2.16** Ensure that their personnel possess a sufficient number of uniforms so as to result in a professional appearance.
- 9.2.17** The Contractor's personnel and sub-contractors will be competent and fully trained to perform their work, inclusive of the use of equipment, supplies and materials. Training shall include appropriate refresher training.
- 9.2.18** The Contractor's personnel and sub-contractors shall be duly trained on the security procedures required by the UNICEF.
- 9.2.19** The UNICEF representative will arrange for access by Contractor's employees and sub-contractors, to the space(s) needed to perform their duties. Contractor may not enter any other areas of the building to perform work without notifying the UNICEF representative.
- 9.2.20** Ensure that no worker will remove, vandalize, damage, transplant or steal property of the UNICEF or other occupants. Any such suspected activity must be covered by Contractor's insurance and will be

reported to the authorities. Contractor will be held responsible for these actions and UNICEF will withhold funds to cover any suspected liabilities.

- 9.2.21** Ensure that all Contractor personnel observe and comply with all applicable safety rules associated with their work.
- 9.2.22** Be solely responsible for the labor relation and contractual obligations with their personnel and sub-contractors, releasing to the UNICEF of all responsibility in this sense. Further, the Contractor shall ensure an “arms-length” relationship is maintained between their employees and the UNICEF at all times.
- 9.2.23** Solely responsible for the supervision, attendance, timeliness and work of its personnel.
- 9.2.24** Ensure appropriate turn-over and back-up of their employees assigned to the UNICEF premises to ensure the consistency of service and that said employees cannot be viewed as staff of the UNICEF under local labor laws.
- 9.2.25** Must report all workplace injuries or accidents to the UNICEF Contract Manager.
- 9.2.26** Maintain adequate backup staff of their employees assigned to the UNICEF premises to substitute for Contractor Employees in all designated categories during illness, vacation, and temporary leave of more than two (2) continuous days. The backup Contractor Employees will be required to have the same technical, communication, customer service, and problem-solving skills, as primary assigned Contractor Employees. Such substitute employees cannot be viewed as staff of the UNICEF under local labor laws.
- 9.2.27** Provide two (2) weeks in advance written notification to the Admin/Finance Officer of all proposed permanent staff changes and other key personnel changes.
- 9.2.28** Ensure safety of their personnel. The Contractor shall provide the necessary life, disability, and health insurance coverage for their personnel, as well as civil responsibility by damages or accidents that may be caused by the Contractor’s personnel.
- 9.2.29** Be solely responsible for its employees and ensure all applicable labor laws and any legal benefits are provided and fulfilled.
- 9.2.30** Ensure all payments required will be paid on time to their employees and sub-contractors. The Contractor will ensure that payments shall be fully inclusive of salary and all legal labor and social benefits as required under law
- 9.2.31** Effect payment of all costs (including, but not limited to salaries, benefits, allowances, etc.) to their employees and sub-contractors, on time, irrespective of payment received from the UNICEF.

8 Timing:

The LTA duration will be for three years renewable for two additional years based on office need, market price and satisfactory performance.

9 TERMS OF PAYMENT

Payment Terms: payment upon delivery of agreed materials and service based on request description sheet, to be invoiced on monthly basis upon submission of invoice

10 Duty Station: Beirut, main Office, Sodeco, Pedro Trad street, Sama Beirut Tower, UNICEF offices.

11 KEY PERFORMANCE INDICATORS

13.2The contract Service Performance Standards will be measured against the following key performance indicators:

- 13.2.1** Operational Excellence: percentage of work orders completed on scheduled date;
- 13.2.2** Percentage of service calls responded to within established time limits. Response time for emergency calls must be within 2 hours from the request;
- 13.2.3** Response time to emergency calls received;
- 13.2.4** Compliance with scheduled maintenance and cleaning;
- 13.2.5** Accurate and Timely Billing/Invoice;
- 13.2.6** Compliance with Contract requirement for Security, Health and Safety Regulations; and
- 13.2.7** Reports submitted in accordance with Contract requirements.
- 13.2.8** Where deficiencies are found by the UNICEF, the Contractor shall rectify such deficiencies on the same day, unless otherwise agreed by the UNICEF representative. If issues are not rectified as required, the Contractor will credit the UNICEF the price of the specific service on its next invoice.

14 PENALTIES

Retention up to 20% of contract monthly amount as Penalties for each failure of the below:

- 14.2** Failure in providing preventive maintenance services.
- 14.3** Failure in providing repair works (on demand) services.
- 14.4** Failure in providing extraordinary maintenance services.

UNICEF reserves the right to claim for any damages subsequent to a Contractor's negligence.

- 14.5** Failure in providing emergency services.
Failure in addressing emergency call can be subject to a penalty 10% of the contract monthly amount.

- 14.6** For missed availability.
Failure in providing the availability required by the contract can be subject to a penalty 10% of the contract monthly amount.

- 14.7** Penalties for high impact failure. (Note: A high impact failure is whatever failure.)
 - a. Putting at risk the safety of UNICEF staff and/or guests and/or persons of interest.
 - b. Putting at risk the integrity of the premises
 - c. Be a significant obstacle of the use of facility to accomplish UNICEF mission.

- 14.8** Penalties for missed reporting.
Should the monthly report be submitted with a delay exceeding 10 days, UNICEF could fine the Contractor with a penalty equivalent to the 10% of contract monthly amount.

15 Mandatory Site Visit / Pre-bidding Briefing and Communication during Bidding Stage:

15.2 All bidders are required to attend a MANDATORY site visit and pre-bid briefing to ensure familiarity with the conditions of the UNICEF Premises so that they are fully aware of the intended requirement, prior to submission of bids. The site visit and pre-bidding briefing will be shared with the tender invitation. The assembly point shall be at UNICEF OFFICE, SAMA BEIRUT, ACHRAFIEH, BEIRUT

15.3 Advance notification of attendance including the names and IDs of representatives is required in order to allow the access to the site/premises. Notification should be addressed in writing to: rallam@unicef.org

15.4 If, after the site visit/pre-bidding briefing, a bidder believes that the Scope of Work (SOW) requires correction, alteration or clarification, it should be brought to the attention of **Ms. Musonda Kasonde, Head**

of Supply Unit, in writing to: rallam@unicef.org and mkasonde@unicef.org Otherwise, UNICEF will consider that all details contained herein have been verified, understood and accepted by the Bidders. UNICEF will respond to such inquiries/clarifications in writing, providing consolidated inquiries/clarifications and answers to all vendors. UNICEF will not be responsible for not responding to queries that are not compliant with this instruction.