

UNICEF Lebanon Terms of reference (TOR) RFP

PROJECT/ASSIGNMENT TITLE:

Rehabilitation of 27 Public Schools in Lebanon

I. Objectives:

The overall objective of the school rehabilitation project is providing a long-term solution for improving access and quality of learning to all vulnerable students, through ensuring access to safe, healthy, and conducive learning environments. Rehabilitation of the public schools, which are in poor physical condition, will help in increasing the absorption capacity of the public schools in general.

II. Background

Lebanon is experiencing one of the worst humanitarian crises in the Middle East and North Africa region, with substantial levels of poverty amongst the Lebanese population even before the impact of the Syrian conflict. Following eleven years since the onset of the Syrian Crisis, Lebanon has borne a far bigger weight of the refugee caseload than its economy had the capacity to handle. Within the Lebanese government mandate for response, the Ministry of Education and Higher Education (MEHE) launched the 'Reaching All Children with Education' (RACE) plan (to provide Syrian refugee and vulnerable Lebanese school-aged children (3-18 years) affected by the Syria crisis with access to quality learning opportunities in safe and protective environments. Meanwhile, the economic situation has continued to deteriorate – affecting the state's ability to deliver education and other basic social services – both for the local population, and the refugee population. In late 2020, MEHE estimated that up to 170,000 students at the national level are expected to transition from private schools to public school. This will present additional pressure on a system already weak in absorption capacity. School rehabilitation not only aims to improve the learning environment for students in schools, but also seeks to indirectly increase student's enrolment including those children with physical impairments. In fact, UNICEF is going to further support MEHE's effort to ensure access to safe, healthy, and conducive learning environments under the current emergency, also providing a long-term solution to improve access and quality of learning through the school rehabilitation project. In 2021, UNICEF prepared the detailed studies and tender documents for 27 public schools through one consultancy firm based on the rehabilitation standards; looking into: a) safety issues posing a significant health and safety risk to students, b) WASH facilities; water and sanitation issues or may be complemented by construction of additional toilets, c) quality control to ensure any repairs or additional facilities constructed will meet international standards; as per the below main points:

1. Hygiene and health - Including rehabilitation of WASH facilities, standards for a hygienic environment.
2. Safety - fall/accident protection, electrical hazards, safe playgrounds, fences, stairways and security gates / window bars, and broken glass fixtures and/or windows.
3. Accessibility standards for children with disabilities, as per Lebanese law and UNICEF Technical cards for Accessible construction.
4. Waterproofing of exterior walls and roofing.
5. Repair/maintenance/ new installation of electrical systems and lighting.
6. Repair/maintenance/ new installation of doors, windows, floors, and paint.
7. Sustainability items (solar energy system, water harvesting, etc.) where applicable.

In 2022, UNICEF received Ministry of Education and Higher Education approval on the tender documents of the 27 schools which are now ready for implementation phase in line with MEHE's effective School Profile "ESP". Currently, UNICEF is launching the tender process to select the various local construction contractors for the implementation of the rehabilitation works for the 27 public schools.

III. Purpose of Assignment and Scope of work:

Purpose of Assignment

The rehabilitation of 27 school buildings will contribute to improving the public education infrastructure by providing a healthy and safety learning environment 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/s" the winning bidders 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/lot separately. The 27 existing public schools are divided into 06 lots based on their geographical location (Refer to annex 1 for schools list). UNICEF has the right to select the lots which will be implemented based on available funding.

1. Rehabilitate twenty-seven (27) existing public schools as per Tender Documents within a pre-defined timeframe utilizing the budget allocated to this project. Implementation phase includes:
 - A. Civil Structural and Architectural Works
 - B. Mechanical Engineering Works
 - C. Electrical Engineering Works

During implementation, in case structural integrity of any building is questionable, the contractor shall inform UNICEF consultant/UNICEF immediately and perform structural assessment that includes testing for structural elements. The testing fees will be covered by UNICEF LCO.

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 minutes of final handover will be signed by the assigned committee.

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

A. Civil Structural and Architectural Works:

- Site Preparation: Demolition and removal of debris to allocated places
- External works: Excavation and backfilling, in addition to all earthwork as described in the Tender documents
- Concrete works: Concrete Works where needed and as specified in tender documents (Cast in Place Concrete, and Concrete Toppings...)
- Masonry: Walls and partitions
- Metalwork: Security doors and windows, Steel burglar proof, louvres, handrail, ladders, etc.
- Aluminum: doors and windows
- Woodworks: Joinery as specified in tender documents with all related Hardware, ironmongery, accessories, besides Rough Carpentry for grounds, blocking, framing, counters, Cabinets, doors, etc.
- Thermal and moisture protection: Bituminous waterproofing membranes, Liquid Bituminous, etc.
- Finishes: plastering, Tiling, wall painting, etc.
- Convey equipment: Lift.
- WASH Facilities with all related Accessories (Toilet's areas...etc.)
- Water treatment system with all related accessories for potable water. The water treatment system will be installed based on the water tests according to LIBNOR standards.
- Sustainable items: Solar energy, water harvesting, etc.

B. Mechanical Engineering Works:

- Drainage
- Pipework and Piped Systems
- Sanitary Fixtures

C. Electrical Engineering Works

- Distribution Boards
- Cables and wires
- Wiring Devices
- Lighting installation and Fittings

IV. Deliverables:

Bidders are entitled to bid for one lot or more. However, UNICEF reserves the right to decide on assigning the lots to different contracting firms based on their proven capacities.

1. The Bidder/s 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/s shall submit a performance guarantee of the value equal to 10% of the contract to UNICEF prior work commencement.
4. The Contractor/s 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/s 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/s 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/s shall ensure supply and install all required visibility panel (plaque) with all necessary arrangement and accessories.
 8. The Contractor/s shall conduct all tests needed as specified in tender document and as per consultant request.
 9. The Contractor/s shall submit all necessary documents such as purchase orders, inspection certificates and progress reports, etc., for the UNICEF's Consultant's approval and monitoring.
 10. 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.
 11. Upon works completion, contractor/s 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).
 12. The Contractor/s 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.
 13. The Contractor/s 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.
 14. The Contractor/s 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.
 15. The Contractor/s 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:

In order to achieve the objective of the project on a timely manner, the 27 existing public schools are divided into 06 lots based on their geographical location. The number of schools in each Lot varies from 4 to 5 schools (refer to Annex 1). Bidder shall visit all schools/group of schools and examine the site and its surroundings. The bidder will obtain, on his own responsibility, all information that may be necessary for

preparing the bid and entering into a contract for schools' rehabilitation. Bidders shall be entitled to bid for one lot or more. However, the lots will be assigned to different contractors based on their proven capacities. A Bidder shall provide such evidence of eligibility satisfactory to the Employer/UNICEF, as the Employer shall reasonably request.

For rented schools, the contractor/s shall liaise with the schools' principals to get the Form (annex 2) of owners' acknowledgment signed by buildings' owner/s and certified by a notary before works commencement.

1. The successful bidder/s 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.
2. Contractor/s shall submit to the UNICEF's Consultant a method statement, for each separate school and for the whole schools that are within the same lot as one entity, that should be updated based on actual progress or as and when required by the Clients' Consultant.
3. The contractor/s, with the instruction of UNICEF's consultant shall check the availability of the needed materials in the local market and import the unavailable material from abroad, without delaying the project implementation, after UNICEF's consultant approval on material submittal.
4. The contractor begins the mobilization phase as soon as the site is handed over by the UNICEF's consultant.
5. The Contractor/s 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.
6. Contractor/s shall liaise with the UNICEF's Consultant throughout the implementation period and raise issues that impede agreed delivery of works.
7. Contractor/s shall make sure that any hazards that cause risk are taken into consideration by using the right protection method like the toe-boards, brick guards and netting...etc.
8. Contractor must secure a locked store to keep all his equipment during overnight.
9. 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.
10. 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.
11. 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.
12. The contractor shall ensure that the installed water treatment system provides safe drinking water according to LIBNOR standards.
13. 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.
14. 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.
15. Prior to provisional acceptance (substantial handover), the contractor/s 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.

16. Contractor/s 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).
17. The Contractor/s 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 to 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 and 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 bidders 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 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 bidders are 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 bidders are 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 construction period as per the instructions provided by UNICEF consultant.
5. When working on site, the Contractor/s 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, as well as school's property and occupants (students, staff, teachers).
6. 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.
7. The Contractor/s 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. For rented schools, the Contractor/s shall liaise with the schools' principals to get the Form (annex 2) of owners' acknowledgment signed by buildings' owner/s and certified by a notary before works commencement.
9. The contractor/s 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. Contractors 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 during the implementation of the project
11. Contractor/s 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.
12. The Contractor/s shall conduct all tests needed as specified in tender document and as per consultant request.
13. Contractor/s 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.

14. Contractor/s 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.
15. 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.
16. 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.
17. 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 staff and visitors including UNICEF's, MEHE's. 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 project.
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 school's occupants (staff, teachers, and students).
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 sections IX & X.
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/rehabilitation 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. Report the progress of the project to the MEHE, and other line departments.
6. 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.
7. Obtain approvals and any official documents as necessary for the project and the respective construction works and site access from the MEHE.

VIII. Reporting requirements:

Provide full support and access to the UNICEF's Consultants who 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.

IX. Qualification Requirements and Evaluations:

All bidders are encouraged to attend the pre-bid meeting that will be held online. The bidders shall submit all originals of mandatory documents (hardcopies) 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. The mandatory documents shall be issued no longer than 3 months except for Quittance of Social Security Fund that is issued on yearly basis.

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. Quittance 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.

It is important to mention that bidders shall submit their proposals into 2 separate envelops:

- 1- For technical proposal: 3CDs and one stamped hardcopy.
- 2- For financial proposal: one CD and stamped hardcopy. The CD should include proposal in both excel and PDF formats, the PDF format should be stamped.

The two envelops should be sealed and placed in one envelope marked with **RFP number**. The bidders intending to compete for multiple lots, shall submit separate proposal for each lot.

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

X. 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, UNICEF reserves the right to assign each lot(s) 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 per lot 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 (6 months for implementation and 2 months for snag list, handover, and project closure). The proposed work program shall include the time lag for material procurement and submittal approvals etc. **10 Marks**
- **Bidder's experience:**
 - Similar completed projects (in type and value of works) within the past seven years, i.e.: school rehabilitation or construction (3 points per similar project up to 15 points) **15 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 (3 marks). Detailed CVs of each individual including Project Manager (2 marks), Site engineer (2 marks), Mechanical Engineer (2 marks), Electrical Engineer (2 marks), QC Engineer (2 marks), and foreman (1 mark) (refer to the below table). **14 Marks**
 - **Proposed Sub-Contractors:** The Bidder shall provide a list of proposed sub-Contractors, if any, or otherwise state clearly that the contractor will solely rely on in-house capacity. The profile of proposed sub-Contractor(s) must be included for Client's review showing a track record of successful completion of recent experience on similar projects. **02 Marks**
 - **Specialist Suppliers:** The Bidder shall provide a list of Specialist material suppliers proposed for the procurement of materials for the project along with company profile. **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. **06 Marks**

#	Position	Total Work Experience in construction / related area (years)
1	Project Manager	Must have a Diploma/Bachelor of Science in Architecture, Engineering with Construction Management experience. Minimum requirements: - 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
2	Site Engineer (Architect/ Civil Engineer)	Total experience 7 years: - 7 years professional experience in implementing, construction, and rehabilitation - 4 years professional experience in design, drawings, technical specifications Experience in supervising similar projects
3	Electrical & Mechanical Engineers (One electrical, One mechanical)	Total experience 7 years: - 7 years professional experience in designing and implementing construction/rehabilitation - 4 years professional experience in design, drawings, technical specifications - Experience in supervising similar projects
4	QC Engineer	Total experience 7 years: - 7 years professional experience in QA/QC
5	Foreman	Total experience 7 years as he occupies the first supervisory tier, ranking above workers but below managers. - Knows and Understands: Project safety programs, Employment standards, and how to read plans - Experience in supervising similar projects

**TOTAL 70 Points for the technical evaluation and 30 points for the financial.
Technical passing score shall be 49 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:

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

XI. Implementation and Terms of Payment

Total amount will be divided maximum between 6 contracting firms, based on the evaluation results. UNICEF will continue fund raising to complete the project as per the master plan. If we didn't receive additional funding it is stated clearly that UNICEF has the right to select the lots which will be implemented based on available funding. Also, UNICEF has the right to terminate the contract in case the performance of the contractor is not satisfactory.

- 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. <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 & MEHE.
Bank Guarantee shall be from fresh dollar account. Otherwise, UNICEF will hold the 10% until the end of the Defect Liability Period.

XII. 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	17 May 2022	
Pre-bid meeting	23 May 2022	
Mandatory site visit	TBD 24, 25, 26, 27	
Last date to submit queries	03 June 2022	
UNICEF response to queries	08 June 2022	
Closing and submittal of proposals	16 June 2022	

XIII. Timing/Duration of Contract:

The intended commencement date is July 2022, and the total duration is 20 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	Duration	Anticipated Date
1.	Implementation of rehabilitation work as per MEHE's approved BOQs	6 months	July 2022 - Jan 2023
2.	Snag lists	1 month	Feb 2023
3.	Substantial Handing over to the MEHE, And submission of complete set of documents (as built drawings, manuals, warranties, etc.)	1 month	March 2023
5.	Final handover and contract closure	12 months	March 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).

ANNEX 1 – List of Schools

No.	Lot #	Governorate	District	CERD #	School Name	Ownership
1	1	Beirut	Beirut	1531	Omar Hamad Mixed Elementary PS	ملك الوزارة
2		Beirut	Beirut	1523	Omar El Zini Mixed Intermediate Public School/same building 1532	ملك الوزارة
3		Beirut	Beirut	1532	Mohammed Shamel Mixed Elementary Public School//same building 1523	ملك الوزارة
4		Mount Lebanon	Kesrwane	209	Ghazir Mixed Secondary Public School	ملك الوزارة
5		Mount Lebanon	Baabda	1396	Hamana Mixed Elementary Public School	مقدمة
6	2	Baalbek-El Hermel	El Hermel	1474	El Hermel An Namouzajiya Elementary PS	مقدمة
7		Baalbek-El Hermel	Baalbek	968	Salim Haidar intermediate public school	ملك الوزارة
8		Baalbek-El Hermel	Baalbek	935	laat Intermediate Public School	ملك الوزارة
9		Baalbek-El Hermel	Baalbek	941	Taraya intermediate public school	ملك الوزارة
10	3	Bekaa	West Bekaa	984	El Marj intermediate public school	ملك الوزارة
11		Bekaa	Zahle	835	Qob Elias Mixed Intermediate PS	ملك الوزارة
12		Bekaa	Rachaya	1028	Rashaya secondary public school	ملك الوزارة
13		Bekaa	Rachaya	1040	Kawkaba Intermediate Public School	ملك الوزارة
14	4	North	El Batroun	756	Estephan Atieh (Prev Batroun Int. Mixed PS)	مقدمة
15		North	Tripoli	356	Al Fadila Public School for Girls	ايجار/مقدمة
16		Akkar	Akkar	539	Jdaidet Al Joumeh Intermediate PS	مقدمة
17		Akkar	Akkar	601	Rafic El Hariri Public School - Tekrit	ملك الوزارة
18		Akkar	Akkar	509	Rafic Hariri PS in Tal Abbas Al Gharbi	ملك الوزارة
19	5	South	Jezzine	1125	Al Rihan Intermediate Public School	ملك الوزارة
20		South	Saida	1052	Martyr Maarouf Saed Intermediate PS	ملك الوزارة
21		South	Saida	1071	Maghdousheh Intermediate Public School	ملك الوزارة
22		South	Saida	1072	Maghdousheh Elementary Public School	ملك الوزارة
23	6	Nabatieh	Bent Jbeil	1322	Shuhada Ainata Public School	ملك الوزارة
24		Nabatieh	Bent Jbeil	1309	Haris Intermediate Public School	ملك الوزارة
25		Nabatieh	El Nabatieh	1162	Ansar Elementary Public School	ملك الوزارة
26		Nabatieh	El Nabatieh	1159	Al Sharqiya Mixed Elementary Public School	ملك الوزارة
27		Nabatieh	Marjaayoun	1196	Jdeidet Marjaayoun Intermediate PS	ملك الوزارة

ANNEX 2 - Owners' Acknowledgment Form

جانب وزارة التربية والتعليم العالي – المديرية العامة للتربية

الموضوع: إقرار صادر عن مالك/مالكي العقار ذي الرقم ----- في منطقة -----
العقارية، وتصريح بشأن أعمال صيانة أو ترميم أو تأهيل البناء القائم عليه.

إن الموقع/ الموقعين الوارد اسمه/الواردة أسماؤهم أدناه بصفته/بصفتهم مالكاً/مالكين للعقار المحدد رقمه في الموضوع أعلاه، الذي تشغل وزارة التربية والتعليم العالي كمستأجرة البناء القائم عليه لصالح مدرسة/ثانوية ----- إعتباراً من تاريخ/...../.... (حين بدأ الإيجار لأول مرة).

وفي ضوء رغبة الوزارة المذكورة أعلاه القيام بأعمال صيانة أو ترميم أو تأهيل في العقار، و في البناء المشار إليه، يقرّ/ يقرّون، ويصرّح/يصرّحون بما يلي:

أولاً: أنه/أنّ كلاً منهم إستلم نسخة عن الكشف بأعمال الصيانة والترميم المراد اجراؤها في المبنى الذي يملكه/ يملك أسهماً فيه.

ثانياً: أنه/أنّ كلاً منهم يعتبر طائعاً مختاراً أن أياً من الأعمال المحددة في الكشف آنف الذكر لا يشكل إساءة إستعمالي للمأجور، وأنه يجيز بالتالي للمستأجر القيام بهذه الأعمال، وبواسطة من يراه مناسباً.

ثالثاً: أنه/أنّ كلاً منهم لن يتحمل أي مساهمة مالية نتيجة مجمل الأعمال المحددة بموجب الكشف المسلم إليه، وبالمقابل فإنه يقر بأن التحسين الناشئ في المبنى عن تنفيذ هذه الأشغال والأعمال والتصلّيات غير محتسب لصالحه بمعنى أنه يقرّ بعدم المطالبة بأي زيادة في بدلات الإيجار الناتجة عن التحسين الذي طال البناء.

التاريخ:

الاسم	التوقيع

ANNEX 3 – 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 _____