

UNICEF Lebanon Terms of reference (TOR)

PROJECT/ASSIGNMENT TITLE:

Establish child-friendly hearing spaces in two Palaces of Justice in Lebanon (Nabatieh & Baabda).

I. Objectives:

The overall objective of this project is to ensure that children in contact with the law are afforded special attention in the justice system, by providing them with child-friendly facilities in the Palaces of Justice of Nabatiyeh and Baabda; to help safeguard some of their rights, help them to avoid harms that can result from their participation in judicial proceedings, and build their confidence in the justice system.

II. Background:

The UNICEF Child Protection Program with the Government of Lebanon (GoL) and the support of the European Union (EU) aims to strengthen the child protection system to better prevent and respond to all forms of abuse, exploitation, violence and neglect towards children. Central to this is ensuring that children in contact with the law are afforded special attention in the justice system.

In Lebanon, court infrastructure makes no special dispensation for the needs of children. Children required to attend court are routinely treated as adults by the system and any special measures taken in the best interests of the child are usually at the individual discretion of presiding judges, or on a case-by-case basis by judicial social workers or case workers. Nevertheless, a child cannot be heard effectively where the environment is intimidating, hostile, insensitive or inappropriate for the child's age.

UNICEF is supporting the Ministry of Justice (MoJ) to strengthen the justice system in the way it deals with children in contact with the law. To that extent, child-friendly hearing rooms would be established in two Palaces of Justice to provide all children involved in judicial proceedings with access to a separate, dedicated space within the Palace of Justice premises. The objective is to help mitigate risks that children involved in judicial proceedings may experience, reduce the psychological distress associated with their involvement in these proceedings, and ensure confidentiality by:

- 1) controlling contact with other parties, particularly the defendant, through various procedural measures including video recordings, video links, screens, and the exclusion of the public;
- 2) providing children with a protected environment in which they can express themselves freely, and be privately and adequately informed about procedure and purpose;
- 3) allowing children in contact with the law to benefit from greater awareness and understanding of court procedures.

Depending on the space dedicated to the establishment of a child-friendly hearing facility in each Palace of Justice, the facility may be equipped with audio and visual recordings that can be considered as admissible evidence; separate entrances; space for confidential meetings with lawyers or social workers; a round table setting for custody discussions and/or a lounge setting for talking with child survivors; or other arrangements suitable for the promotion of child-friendly justice proceedings.

Consideration will be given to the needs of girls, and to the sensitivities of certain cases, such as those involving sexual abuse. Attention will be paid to the requirements of children with disabilities, including with communication difficulties.

The process for the establishment of the child-friendly-hearing facilities in the Palaces of Justice shall occur in two different phases:

1. Phase I: A Child Protection Technical Consultant and a Construction Designer worked together to design the child-friendly hearing facilities for each Palace of Justice.
2. Phase II: Companies specialized in steel construction and prefabrication would be contracted by the UNICEF LCO to execute the works based on the designs developed during Phase I. The Construction Designer recruited during Phase I shall support UNICEF to source construction/renovation contractor and oversee the execution of the works in the two locations.

This ToR concerns Phase II of the above-mentioned process.

III. Purpose of Assignment and Scope of work:

Under the overall guidance of the UNICEF Child Protection Section, and reporting to the UNICEF Construction Designer, the companies specialized in steel construction and prefabrication are required to undertake the construction works of the child-

friendly hearing facilities in two Palaces of Justice. The designs of the different spaces have been developed by a UNICEF Consultant at an earlier phase. The construction work shall be undertaken within 90 days (within a period of 3 months).

Definition:

- a) “Client” or Employer means UNICEF;
- b) “Bidders” means all contractors entitled to submit their offers based on the TOR that they have received from UNICEF;
- c) “Contractor/s” the winning bidder who will sign the contract with the client;
- d) “UNICEF’s consultant” is the Construction Designer who has been awarded the consulting services contract for the Project by the client to supervise and follow up throughout the implementation phase until works handover and final closure of the project.
- e) Volume 1 is TOR, Volume 2 “Specifications”, Volume 3 “Bills of Quantities”, and Volume 4 “Drawings”.

Scope of Work and Contractor’s Obligations:

The following standards and specifications shall apply to the entire construction project (Starting from survey stage to the Defects Liability Period):

1. Lebanese construction law.
2. Public Safety Law # 7964
3. UNICEF standards and manuals;
 - a) CFS Child Friendly Schools
 - b) Accessibility to inclusive education (physically)
4. British Construction Standards/American Construction Standards.

Phase – I (Bidding): Assessment and Sketch Designs Submitted with the Technical Bids

Based on the above laws and standards; the Bidder shall conduct, with full cooperation and coordination with UNICEF and the Consultant, a necessary detailed survey of actual conditions of the Cafeteria Roof for Nabatieh. and the outside area in Baabda. The survey must include but is not limited to;

1. Develop a full understanding of project requirements through discussion with UNICEF and the Consultant;
2. Visit the site under the scope and obtain necessary data for construction works;
3. Prepare notes of the site visit and share them with UNICEF
4. Detailed report (including photos) showing the existing situation of the Cafeteria Roof in Nabatiyeh and the outside area in Baabda and the suggested works to be implemented;
5. Preliminary designs, which shall include architecture, structure and electro-mechanical works taking into consideration the provided drawings;
6. Plans, sections and elevations at appropriate scales; and any visual presentation that is deemed necessary for the proper illustration of the project;
7. Ensure that the proposed work meets all MoJ overall requirements, and current and future technical requirements;
8. Drawings are to be provided in hardcopy and in electronic format.

Upon signature of a contract with the winning bidder, the following subsequent steps are followed:

Phase – II (Design): Final Designs (Execuational Drawings & BOQ)

Based on the survey results, and on UNICEF’s and MOJ’s recommendations and approval upon the submitted preliminary design and final outcomes, the Contractor shall develop and submit final Design Drawings and Specifications for review and approval by the Consultant for the entire construction and completion of the works. The final drawings shall include all necessary details and complete information for the works in the whole project. All final drawings shall be of the highest standard, complete and fully detailed.

The Final Design Drawings shall contain the following:

1. Final set of Execution Drawings as needed;
 - a) Detailed Architectural plans;
 - b) Detailed Structural plans;
 - c) Detailed Mechanical plans;
 - d) Detailed Electrical plans;
 - e) Topographic surveys and soil investigation reports
 - f) Detailed Sections and Elevations as needed.
2. Implementation schedule for the entire project including mobilization time.

The above-mentioned documents are subject to be reviewed and approved by the Consultant, to ensure that the space provisions and specifications are interpreted correctly as to minimize changes during construction, and to remain in line with the UNICEF construction specific terms and conditions in conjunction with UNICEF institutional contract.

Phase – III (Implementation): Fabrication and Erection

During the construction period, the Contractor will assist the Consultant in all aspects of supervision of the works, in accordance with sound technical, administrative, financial and economic practices and in accordance with the duties and responsibilities assigned to him. The Contractor shall perform all duties and tasks to ensure that the best construction practices are followed and that the final product is completed within the allocated construction / delivery period and is in all respect equal to or better than the minimum specified

1. Deployment of qualified and well experienced managers and site engineers.
2. Upon mobilization to the site, the contractor shall start the site preparation/clearing under the supervision of the consultant and in accordance with the drawings and technical specifications.
3. Contractor assumes all safety responsibility for the site and will furnish and maintain its own safety program for itself. This is in addition to making sure that all insurance policies with adequate coverage are acquired with the supplied insurance policies;
4. Contractor is expected to comply with all applicable Environmental, Health & Safety (EHS) rules, regulations, policies, procedures and guidelines when performing work on site.
5. The contractor is responsible for their own clean-up and for hauling/disposing their own debris. The contractor should not deposit any debris in trash bins located in the palace of justice. The contractor should coordinate with the local authorities and agree on dumping debris in approved sites.

Phase – IV: Handover the Implemented works to the client “UNICEF and MoJ”

Handover the Child-Friendly Hearing Spaces to the assigned committee which is composed of:

- a. UNICEF
- b. Ministry of Justice.
- c. UNICEF’s consultant.

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

Prior to the abovementioned handover process, the Contractor should rectify all the snag lists in order to deliver the related Child-Friendly Hearing Spaces to the consultant at first stage who therefore notify UNICEF formally in writing the Child-Friendly Hearing Spaces’ readiness for the substantial handing over to MoJ. All related final documents (As built drawings, warranties, operations manuals where needed .. etc.) should be delivered. Moreover, the Contractor will stay responsible for any additional services and defects rectification during the Defects Liability Period (12 months) at no additional costs.

Contractor’s obligations are as follows:

1. No variations will be accepted without prior approval by UNICEF. In case of any variations, the contractor shall inform the consulting firm which will report to UNICEF in writing to justify the cost and time implications prior to the variations’ approval. UNICEF in its sole discretion will accept or reject any submitted variation.
2. The contractor shall repeat/reconstruct the rejected work at his own cost. Refusal of this instruction will lead to immediate termination of contract.
3. 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.

IV. Methodology:

The child-friendly hearing facility at the Baabda justice palace “BPJ” will be connected to an external extension accessible from the inside of the “BPJ” as per the architectural drawings. This extension will be based on the exterior ground without any modification in the existing infrastructure of the “BPJ”.

The child-friendly hearing facility at the Nabatiyeh justice palace “NPJ”, was decided to be located above an existing light structure adjacent to the NPJ, but without any contact with existing light structure used as a cafeteria. The hearing room is to be accessed from the adjacent existing building. Drawing No. 1 shows the site location of the hearing room with respect to the existing building and the existing light structure, used as a cafeteria. Drawing No. 2 shows the architectural concept of the space

as have been developed by a UNICEF specialist at an earlier phase. The contractor will be responsible for construction and all equipment installation.

In order to achieve the objective of this project in a timely manner, UNICEF is reaching out to companies who are specialized in steel construction and prefabrication only. Bidders shall visit and examine the site (Nabatieh & Baabda Justice Palace) and its surroundings. They will obtain, on their own responsibility, all information that may be necessary for preparing the bid and raise their questions and queries to UNICEF who shall share all information available with all potential bidders. A Bidder shall provide such evidence of eligibility satisfactory to the Employer/UNICEF, as the Employer shall reasonably request. (refer to qualification and evaluation requirements).

The bidders shall submit design proposal and detailed structural method to be approved by UNICEF's consultant as to structural integrity. A technical evaluation shall be carried out based on the specifications and catalogue cuts provided by each bidder. Financial proposals shall be opened only for the bidders who passed the technical evaluation.

1. The successful tenderer shall provide, no later than 7 working days after the contract signature, a performance guarantee of 15% of the amount of the contract. If the selected tenderer fails to provide such a guarantee within this period, the contract will be void and a new contract may be drawn up and sent to the tenderer which has submitted the next cheapest compliant offer. This bank guarantee will be released back to the contractor/s upon signing the minutes of substantial handover with the Ministry of Justice and receiving Defects Liability guarantee of 10%
2. Contractor/s shall submit to the UNICEF's Consultant a method statement, and it should be updated based on actual progress or as and when required by the Clients' Consultant;
3. 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.
4. Contractor/s shall liaise with the UNICEF's Consultant throughout the implementation phases and raise issues that impede agreed delivery of works.
5. Contractor/s must secure a locked store to keep all his equipment during overnight.
6. 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.
7. 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.
8. 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.
9. All civil works must be completed within approved schedule based on design specifications, and at the end of the works contractor must restore the site to a similar condition as prior to works.
10. Prior to provisional acceptance (substantial handover), the 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.
11. Contractor/s shall be responsible for all works that have been conducted under this project until final handing over to the Ministry of Justice "MOJ" it should be noted that the Defects Liability Period is determined for twelve months after the provisional acceptance (substantial handover).
12. The Contractor/s shall submit to client prior to final payment the bank guarantee of the value equal to 10% of the contract, this bank guarantee will be released back to contractor not before twelve months plus 28 days, and upon signature of the minutes of the final handover with the Ministry of Justice.

V. 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 Liability 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 7 working days of contract signature equivalent to 15% of the 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 28 days.

Liquidated Damages:

If the Contractor fails to complete the Works in accordance with the dates stipulated in section "Time for Completion", UNICEF shall have the right to deduct from any payment due to the Contractor the amount of one tenth of a per cent (0.1 %) of the Contract Price per day of delay up to a maximum of ten per cent (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.

VI. Responsibilities of the Contractor:

The responsibilities of the contractor/s are as described in sections **III, IV, and V:**

- 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 is required by the Bidding Documents.
- The Bidder shall visit and examine the Site of Works 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 Bidder is requested, to submit any questions in writing, to reach the Employer not later than the date stipulated in the RFP.
- The contractor should take all measures to protect the site and to protect the occupants during the rehabilitation period as per UNICEF's consultant's instructions.
- 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 MoJ's employees and Engineers as well as Palaces of Justice's property and occupants.
- All works will have to be coordinated with the Palaces of Justice administration and in case of any work carried out during opening hours, the work area will have to be well cordoned off and safety of people always have precedence over all other considerations.
- The Contractor/s may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the Program/timeline submitted by the Contractor, indicated in UNICEF contract and complete them by the Intended Completion Date.
- The Contractor/s shall undertake works with full compliance with the Specifications and Drawings in tender documents (Volume 1 RFP, Volume 2, and Volume 3) and with the UNICEF's consultant's guidance and instruction.
- 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.
- Contractor/s shall provide the Operation and Maintenance manual of any equipment installed, containing all warranties. Also training the staff of the beneficiary Palaces of Justice or relevant authorities on basic operation and maintenance requirements and procedures.

- To fulfil their obligations, contractors will utilize qualified expert engineers and staffs. Project team and its facilities shall be available to execute the work as per requirement.
- The Contractor/s 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.
- The Contractor shall submit to UNICEF's 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's 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 occupants and staff who are occupying Palaces of Justice' buildings. These shall include but not limited to safety barriers, signs, and arrangements for ensuring safety of people and staff.
2. The Contractor shall be responsible for the safety of all activities on the Site, shall ensure the safety of contracted staff and approved site visitors and all Palaces of Justice's occupants.
3. All work will have to be coordinated with the Palaces of Justice administration and in case of any work carried out during Palaces of Justice opening hours, the work area will have to be well cordoned off and safety always have precedence over all other considerations.

VII. Responsibilities of UNICEF:

- 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,
- Financing the construction/rehabilitation project based on the terms and financial procedures that will be stipulated in the contract/ agreement.
- UNICEF will provide technical oversight and assistance through its engineers within the Lebanon Country office.
- Report the progress of the project to the Ministry of Justice, and other line departments.
- UNICEF being the owner of the project, reserves the right to ask for any document during the implementation as related to the rehabilitation works, i.e. reports, shop drawings, call for a meeting, material submittal...etc.
- Obtain approvals and any official documents as necessary for the project and the respective construction works and site access from MoJ.

VIII. Reporting requirements:

Provide full support and access to UNICEF's Consultants whom will report to UNICEF on the progress of works undertaken by the Contractor.

Provide the **completion report** upon works completion "substantial handover to the ministry", and then the **Final Report** upon the final handing over to the assigned committee hence, the Ministry of Justice.

IX. Qualification Requirements and Evaluations:

Pre-bid meeting

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

Mandatory Qualification Requirements:

Companies that are specialized in steel construction and prefabrication are eligible to bid ONLY.

Bidders must submit originals of the following legal documents that shall be newly issued not less than three months and should be valid during the tender process (No points – pre-qualifying criteria). Failure to provide any of these documents will disqualify the Bidder from further evaluation.

- Certificate of non-bankruptcy and no liens (شهادة عدم إفلاس) issued by the court (محكمة الإفلاس)
- Certificate of non-liquidation (شهادة عدم وجود تصفية قضائية) issued by the court (المحكمة الابتدائية الاولى التجارية)
- Power of attorney of the signatory
- Certificate of registration of the Company issued by the Ministry of Finance (شهادة تسجيل الشركة الصادرة عن وزارة المالية);
- Statement of occurrences issued by the commercial register (إفادة وقوعات صادرة عن أمانة السجل التجاري)
- Certificate of VAT registration, whether subject to VAT or not.
- Certificate of Social Security Fund valid for the whole duration of tender validity (براءة نمة من الصندوق الوطني للضمان الاجتماعي)
- Complete bidding documents initialed on all pages, denoting knowledge and compliance with requirements.
- Copy of receipt of Bidding Documents

Financial Documents (mandatory criteria)

- A letter from a reputable bank in Lebanon confirming the Bidders' financial capacity to carry out the works of similar value
- A letter from the Bidder's insurance company confirming that they will be able to provide the UNICEF required insurances to the Bidder in case they are selected as the successful Bidder.
- Audited accounts for 2017, 2018, and 2019 showing turnover and profit/loss statements

Technical Proposal (Envelop 1) – 60 Marks

Technical Proposal Envelop 1 (to be marked TECHNICAL PROPOSAL), shall include the following, in one original and 2 copies:

- 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. **10 Marks**
- Detailed project implementation programme/ 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 timeline. The proposed work programme shall include the time lag for material procurement and submittal approvals etc. **10 Marks**
- The bidders shall submit design proposal and detailed structural method to be approved by UNICEF's consultant as to structural integrity, in addition to Sketch Design (Plans, facades, sections, isometrics, 3D-visualisations) and specs of all materials, fixtures, finishes used, showing in color where applicable catalogue cuts, attesting to conformity to internationally recognized norms as specified in the bidding documents and performance specs. **10 Marks**
- References from 5 similar completed projects within the past five years: **15 Marks (3 marks per project)**
Only the projects with works similar to this **project (steel construction and prefabrication)** should be included. Bidders should avoid including irrelevant projects with different scope of works, these shall not be marked. 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 **05 Marks**
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, and QC Engineer.
- 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. **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. Generic statements must be avoided.

04 Marks

CVs of the team members meeting the below requirements:

- Project Manager with minimum 10 years of experience
 - Site engineer with 5 years of experience
 - Foreman with 7 years of experience
 - QC engineer with 7 years' experience
- One optional but not recommended alternative proposal of a specific minor component that results in a cost effective and superior product may be submitted. Submitting an optional alternative does not relieve the bidder from his basic fully conformant bid.

Financial Proposal (Envelop 2) – 40 Marks

Consisting of a Submittal letter stating compliance with all requirements of the bid documents and with the understanding that UNICEF is not bound to accept any bid and may cancel this entire call for bids, for a lump sum price in USD. And that the bid price is binding on the bidder for a period of 90 days beyond the deadline date for bid submittal.

The Financial offers shall be scored for maximum 40% 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 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:

Instruction to Bidders:

This is a two (2) envelopes bid. A technical evaluation shall be carried out based on the specifications and catalogue cuts provided by each bidder. Financial proposals shall be opened only for the bidders who passed the technical evaluation. Based on the technical and financial proposal score, the contract will be awarded.

Technical and financial Proposals shall be submitted on CD ROM delivered to the UNICEF address stipulated in RFP or through secured email sent to lebtender@unicef.org. The technical proposal must not contain any financial information.

CD ROM for technical and financial proposal:

The proposals on CD ROM shall be submitted, one sealed envelope with CD ROM for the technical proposal and one sealed envelope with CD ROM for the financial proposal – both clearly marked - to be included in one sealed outer envelope at the address stipulated in the RFP

Proposals provided electronically must be sent to lebtender@unicef.org.

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.

X. Terms of Payment:

Contractor payments are related to the completion of works in ready to use condition.

UNICEF shall provide funding for each contractor as per the following modalities:

- Twenty percent (20%) upon submittal and approval of Detailed Design and Specifications.
- Twenty Percent (20%) for material on site and commencing site work.
- Sixty percent (60%) upon substantial handover of works

Amount to be paid based on the contractor statement certified by UNICEF consultant. To be paid against unconditional bank guarantee (Defects Liability guarantee) equal to 10% of the contract value, this bank guarantee will be released after 12 months plus 28 days from the substantial handover date & upon signature of minutes of final Handover by UNICEF & MOJ.

XI. Communication during Tender:

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

XII. Timing/Duration of Contract:

The intended commencement date is January 2021 and the total period of the contract will be 3 months from that date and time extension is not acceptable under any circumstances.

The schedule of delivery in days after Notice to Proceed (NTP) is:

1. NTP + 10 days, submittal of detailed design, specification, and catalogue cuts
2. NTP + 17 days, contractor will receive comments on submitted design and specifications
3. NTP + 22 days, submittal of adjusted detailed design
4. NTP + 25 days, issue go-ahead to fabricate by Consultant
5. NTP + 45 days, commence site works
6. NTP + 85 days, substantial completion and issue of ready for occupancy certificate.
7. NTP + 90 days, Internal contractual closure of the project
8. Final handover 12 months after date of substantial handover.

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.

XIII. Duty Station: Beirut**Administrative issues:**

- 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 in order that:
 - UNICEF assesses the extent to which the consultants 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 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 consultant 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

Conditions

None specified

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 _____