

PART 2 (SUPPLY REQUIREMENTS): *Annex VI*



*UNESCO REGIONAL BUREAU FOR EDUCATION
IN THE ARAB STATES, BEIRUT, LEBANON*

STATEMENT OF WORKS (SOW)

**PROVISION OF ENGINEERING SERVICES
IN SUPPORT OF
UNESCO BEIRUT OFFICE RENOVATIONS WORKS (Phase II)**

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PART A: GENERAL CONDITIONS

- 1.0 BACKGROUND:** UNESCO is undertaking urgent renovation and restoration works at its Beirut office premises. Phase I works are almost complete and comprise mostly of exterior works e.g. cladding, etc. Phase II renovations shall focus mostly on interior works and some exterior works. The Project seeks to retrofit HVAC units, upgrade/maintain existing electrical fixtures and general building infrastructure maintenance to ensure efficiency improvements.
- 2.0 OBJECTIVE:** UNESCO seeks to engage services of a suitably qualified Contractor to provide professional Engineering services in accordance with common engineering practices, Industry best practices and Global ISO standards. This Statement of Works (SOW) shall outline the technical requirements for the proposed works, minimum acceptable performance levels and standards that shall form the basis of the envisaged contract.
- 3.0 BIDDER ELIGIBILITY:** Bidder shall be classified by Ministry of Public Works, Lebanon, as ***Class A – Building Sector*** and must hold a minimum of **3-star classification** at Council of Development & Reconstruction – Building Sector. Experience handling works of similar type and complexity required. Due to urgency of works, the successful Bidder shall have the capacity to mobilize resources at short notice and expedite works completion.
- 4.0 SITE LOCATION:** UNESCO Regional Office in Beirut, Lebanon.
- 5.0 CONTRACT CONCEPT:** It is envisaged that a single Contractor shall undertake all works prescribed herein. No partial bids shall be accepted.
- 5.1 Contract Term:** Proposed base period is five (05) months from the effective date of the Contract.
- 5.2 PRICING:** *Without prejudice to the General Conditions of Contract for Large Works (Annex X), and the draft Contract (Annex XIII),* Bidder shall ensure transparency in the computation of BOQ unit prices. Proposed unit cost structuring shall be:
- 5.2.1 All costs inclusive** excluding VAT. *(Refer to Article 10.2 of this SOW for VAT handling. VAT fees shall be listed as a payable on the invoice as a separate line item but not as part of the unit costs.)*
- 5.2.2 Pricing Approach:** Fixed BOQ unit rates. An excel template is provided for ease of bidding **(Part 2: Annex VII)**. Should the Contractor quote two different unit rates for the same item, the lower rate shall automatically apply and shall become contractually binding).

5.3 No Minimum Works: UNESCO does not guarantee any minimum or maximum quantity of works under the proposed Contract. BOQ prices shall remain valid regardless of whether UNESCO elects to proceed with one, part of, or all of the works listed in this SOW. **Bidders automatically affirm that prices quoted shall be valid regardless of whether UNESCO elects to proceed with one, all, or part of the works listed in this SOW by submitting their proposals.**

5.4 KEY ASSUMPTIONS:

5.4.1 Work hours: Regular Working Hours (RWH) are 8:30 a.m. to 4:30 p.m., Monday to Friday. Due to the urgency of works, the Contractor should be prepared to modify and/or extend RWH in order to expedite project completion e.g. official public holidays, weekends, etc. The Contractor shall be responsible for obtaining any relevant permits from the local Government in this case. Further, Contractor suggested alternative working arrangements outside RWH shall be subject to UNESCO's approval and security clearance.

5.4.2 UNESCO shall not allow Contractor's personnel to remain on site outside the agreed RWH and/or agreed extended working hours.

5.4.3 Contractor Risk Planning: Bidder's proposal shall remain valid notwithstanding any deviation between the planning assumptions and the actual reality on ground during contract implementation. Bidders should therefore ensure due diligence in risk planning & mitigation for events that can be reasonably contemplated, which may challenge and/or delay service delivery at implementation.

5.4.4 Supply Chain Management: The Contractor shall source, procure, transport and store all materials at their own cost bearing all risks. In view of the ongoing economic crisis in Lebanon, the Contractor shall ensure effective supply chain planning & management to avoid unnecessary delays during implementation. Where events should have been reasonably contemplated, UNESCO shall not compensate the Contractor for any deviations in cost neither shall potential liquidated damages be lifted. **As part of their Technical Proposal, bidders shall indicate how they intend to manage their supply chain to ensure effective procurement & delivery of materials/supplies in a timely manner in order to avoid works interruption.**

5.4.5 Storage on Site: UNESCO, at its discretion, may allow the Contractor to position a small-prefabricated structure on site for storage of materials during implementation. Should this be granted, Contractor shall bear all risks and costs.

5.4.6 Force Majeure limitations: Labour disputes and delays arising from events that could have been reasonably contemplated shall not constitute force majeure.

5.5 Pre-Bid Conference: All information provided herein is to the best of UNESCO's knowledge at the time of Bid issuance. The Bidder has an obligation to carry out independent due-diligence and verification of information provided herein prior to bidding. A pre-bid conference shall be conducted on Thursday, 15 October 2020 @1100h. A site walkabout will be conducted followed by a short Q&A session. Bidders who do not attend conference will be ineligible to tender. Due to logistical challenges, the conference cannot be rescheduled. UNESCO shall not be liable for any direct, indirect, or consequential losses resulting from reliance on information provided herein.

6.0 SCOPE OF WORK: The successful Contractor shall undertake renovation of UNESCO office premises in accordance with contractual documents, agreed schedule, bill of quantities (BOQ), technical specifications and drawings as provided in **Part B** of this SOW. **Bidders are informed that full building occupancy shall continue during works performance. Consequently, due consideration should be ensured during planning & works implementation to minimize noise and/or avoid disruptions to business operations to the extent possible. Noisy/extreme works should be undertaken after hours and/or on weekends.**

The successful Contractor shall assume full unequivocal responsibility for the performance of works in accordance with UNESCO contractual documents, Industry standards & best practices, Global ISO codes, and all other applicable Codes/Regulations. The exact sequence of works implementation shall follow a logical sequence. The Contractor shall not execute any works and/ or make any material changes during works performance unless specifically so authorized in accordance with the procedures and delegation of authority ascribed in the Contractual documents.

As part of their Technical Proposal the Contractor shall propose their service implementation & methodology plan. The plan shall highlight significant tasks required to accomplish works, including, but not limited to:

- Risk analysis and mitigations put in place to counter COVID-19, supply chain challenges, and general implementation challenges that may impede effective delivery.
- Proposed Gantt Chart/work plan highlighting anticipated key milestones (*reasonable considerations should be incorporated for special limitations e.g. weather, public holidays, etc. Where applicable, such considerations should be listed as part of the Contractor's planning assumptions*).
- Proposed SOPs for sample(s) submittal and approval of materials prior to procurement and delivery of critical materials.

- Contractor's proposed Quality Assurance Surveillance Plan (standard operating procedures to oversee testing, inspection and commissioning of works & workmanship to independently ensure quality meets applicable Industry quality standards and UNESCO specifications).
- Reports and daily logs to be maintained as part of the Contractor's record keeping (in addition to UNESCO's proposed reporting under contract).
- Proposed site clean-up and handover at project completion/demobilization.
- Proposed Key Personnel to be engaged under project. Professional provide CVs and professional accreditation must be attached for vetting.

The contractor shall disclose any assumptions considered in developing the service implementation plan. Unless otherwise so stated in this SOW, UNESCO shall not provide any assistance during planning and/or implementation of the works under contract.

7.0 CONTRACTOR'S RESPONSIBILITY: *Without prejudice to the General Conditions of the Contract for Large Works (**Annex X**) and draft Contract (**Annex XIII**), the Contractor shall be responsible for the following:*

7.1 Self-Sustenance: Contractor shall be fully responsible for all inputs, planning, managing and implementation of the scope of works bearing all risks and costs. Further, the Contractor shall have the capacity and capability to manage works implementation independently.

7.2 Contractor Personnel: Contractor shall be responsible for the competency and capability of its personnel. As such, it is expected that the Contractor shall conduct personnel verification checks to confirm qualifications of staff attached to this contract. Contractor personnel shall not be deemed as UNESCO employee(s), agent(s), and/or partner(s), regardless of any operational and/or administrative responsibilities.

7.2.1 Key Personnel: *In their Technical Proposals, the Contractor shall propose key personnel to be engaged under contract and attach copies of their CVs & professional accreditations.* CVs shall be signed by the Contractor and bear organization stamp as proof personnel verification checks were conducted. In addition, bidders shall complete and submit form *Annex V – (Bidder Information form)*. Proposed Key Personnel shall hold the following qualifications, skills, and competencies at a minimum:

7.2.2 Project Manager:

- Minimum 10 (ten) years' experience managing projects of comparable complexity and scope;
- Advanced University Degree in Architecture or Civil Engineering;
- Member of the Lebanon Order of Engineers & Architects.
- Good knowledge of construction principles and practices;

- Demonstrated good project management skills and experience;
- Good evaluative and critical thinking skills;
- Excellent written/Oral English skills; Good knowledge of Arabic.
- Experience working with UN Agencies and Prince II/PMP certification is an added advantage.

7.2.3 Site Engineer: Minimum experience required:

- 08 (eight) years' experience managing projects of comparable complexity and scope;
- University Degree in Civil Engineering or Architecture;
- Member of the Lebanon Order of Engineers & Architects.
- Good understanding of English written/oral skills. Fluent Arabic.
- Good evaluative and critical thinking skills.

7.2.4 Electrical Engineer: Minimum experience required:

- 06 (six) years' experience supporting projects of similar scope;
- University degree in Electrical Engineering;
- Member of the Lebanon Order of Engineers & Architects.
- Good evaluative and critical thinking skills.

7.2.5 Mechanical Engineer: Minimum experience required:

- 06 (six) years' experience supporting projects of similar scope;
- University degree in Mechanical Engineering;
- Member of the Lebanon Order of Engineers & Architects.
- Good evaluative and critical thinking skills.

7.2.6 UNESCO, at its discretion, reserves the right to reject and/or object to the appointee(s) within reason and the Contractor shall be obliged to accept UNESCO's decision. Once appointed and cleared by UNESCO, the Contractor cannot withdraw, replace and/or reassign the proposed Key Personnel without written notice and UNESCO's written consent.

7.3 The Contractor shall ensure personnel assigned to this contract undergo due diligence and security vetting prior to assignment to this Contract. *A final list of proposed personnel shall be provided to UNESCO Admin Officer upon Contract Signature and prior to works commencement.*

7.4 UNESCO shall issue Contractor personnel with temporary "**Contractor**" identification cards/tags during works performance onsite. Tags must be worn visibly at all times and shall be surrendered to the UNESCO Security Focal Point, or his delegate, at the end of each day, prior to settlement of the final invoice, and/or immediately upon request.

7.5 Provision of Ablution Units: The Contractor shall be responsible for provision and maintenance of Pre-Fab Portable Toilets for their personnel. Units must be kept clean and odour free whilst on site.

- 7.6 Power supply and related utilities:** Contractor shall be responsible for provision of their own electricity and water supply for all works.
- 7.7 Transportation of Materials:** Contractor shall ensure transportation of all materials is done in suitable vehicles and must be suitably secured to avoid spillage, damage and/or injury to UNESCO staff and/or property.
- 7.8 Fire Prevention:** Contractor shall take all necessary precautions to prevent fire breakouts on site. Flammable materials MUST be handled and stored in accordance with applicable Nation Fire Protection Association (NFPA) regulations. To the extent possible, flammable materials shall be stored off site.
- 7.9 Incident Reporting:** The Contractor shall notify UNESCO in writing of all incidents and/or accidents that occur on-site (in which the Contractor is directly involved) resulting in injury to any person and/or damage to UNESCO property, regardless of whether caused directly by the Contractor or not. Where initial notification is verbal, a written report shall follow within twenty-four (24) hours of the accident. Report shall be submitted to the Administrative & Finance officer, UNESCO.
- 7.10 Government approvals:** The Contractor shall be responsible for obtaining all necessary operating licenses, permits and authorizations from the local Governmental and/or other council authorities bearing all costs & risks.
- 7.11 Waste Disposal/Site Clean-up:**
- 7.11.1** In consideration of the fact that building occupancy shall continue through implementation, the Contractor shall take care to minimize spillages and/or debris pile-ups on site during works performance. Such accumulations/spillages shall be cleaned up immediately to avoid safety hazards.
- 7.11.2** Waste disposal shall be done in accordance with local environmental laws/regulations or UN policy - whichever is most stringent.
- 7.11.3** The Contractor shall be responsible for site clean-up prior to handover bearing all costs/risks. Should the Contractor fail to clean up, UNESCO in its sole discretion may engage services of a third party to do so and pass on the cost to the Contractor. Such dues shall be offset against any Contractor's payments due without notice.
- 7.12 Confidentiality:** The Contractor shall not disclose any information and/or occurrences pertaining to UNESCO to any third party without prior written consent/authorization from UNESCO Director. Contractor's agreement herein extends to its personnel & sub-contractors - if any. Further, all reports and logs recorded on site remain the property of UNESCO and shall be ceded to UNESCO at contract close out.
- 7.13 Noise Control:** To the extent possible, works delivery during Regular Working Hours shall be carried out in a manner not to disrupt UNESCO Office operations. The Contractor shall make every reasonable endeavour, including but not limited

to, use of silencing devices, deferring noisy works till afterhours/weekends, etc., to ensure the level of noise resulting from the execution of the works does not constitute a nuisance. Further, UNESCO Administrative & Finance Officer may occasionally issue “stop works orders” when necessary in support of critical operational needs.

8.0 CONTRACT RISK PLANNING & MANAGEMENT:

8.1 QUALITY MANAGEMENT: The Contractor shall be expected to develop and maintain a risk mitigation plan to mitigate against performance risks. Performance risks arise due to inadequate expertise and/or resources, non-conformance to defined specifications, deviations from agreed schedule, and/or failure to adhere to overarching statutory/regulatory industry standards governing works/service performance. All performance risks shall be mitigated to the extent possible

8.1.1 Quality Control Program (QCP): The Contractor shall develop, implement and maintain a comprehensive quality control program to manage their quality verification process in accordance with common Industry standards and best practices. The QCP shall consist of standard industry operating procedures/processes (SOPs), and applicable Global ISOs for works quality verification. The established QCP shall form the basis for Contractor’s independent daily quality assurance surveillance plan to ensure effective works/service management in conformance to this SOW, enjoined contractual instruments, and Industry best practices & Global standards. At a minimum, the QCP shall include:

8.1.1.1 Continuous monitoring to ensure adequate surveillance of critical control points for each task with reference to established Industry ISO codes/standards governing the task under performance.

8.1.1.2 Standard Operating Procedures (SOP) necessary to identify errors, or deviations, or deficiencies in materials and/or works; designated corrective actions to common errors, and escalation/reporting mechanisms for critical errors.

8.1.1.3 Checklists and self-audits to be implemented to ensure works conformity to SOW specifications/enjoined contractual documents, and to ensure Contractor personnel adhere to established QCP SOPs at all times without fail.

8.1.1.4 Define how often such quality verification checks shall be conducted, recorded and monitored.

The detailed QCP shall be submitted to UNESCO Engineers for review within 10 days of the contract effective date and prior to works commencement. UNESCO reserves the right to review, accept and approve

the Service Provider's QCP. However, such approval does not release the Service Provider from its contractual obligations and implied liabilities. Further, UNESCO reserves the right to reject and/or demand that the Service Provider revises the QCP. UNESCO's acceptance of the QCP shall be conditional and shall be predicated on satisfactory performance during the contract term. Consequently, the Service Provider's QCP shall be subject to continuous evaluation, review and verification by UNESCO SFP.

Contractor shall maintain records of its QCP audits/compliance checks in hard copy on site as part of the project file. UNESCO Engineer may ask to review such records at any time and the Contractor shall oblige. An electronic copy of such records shall also be provided to the UNESCO Engineer on a weekly basis. UNESCO Engineer's audit/evaluation, approval and/or acceptance of works shall not exonerate the Contractor from its contractual obligations and/or resulting liability.

8.1.2 Non-Conforming Works: Any works cited for non-conformance to technical specifications shall require immediate rectification in a timely and satisfactory manner at the Contractor's sole cost. UNESCO Engineer shall be responsible for issuance of NCCs. No further works may take place until the non-conformance is corrected unless cleared by the UNESCO Engineer. Non-conforming works shall be documented via issuance of a non-conformance citation (NCC).

8.1.3 Continuous Self-Monitoring: The Contractor shall undertake regular self-audits to ensure:

8.1.3.1 Service delivery conforms to UNESCO requirements;

8.1.3.2 Deter potential deviation in service delivery before it actually happens; any deviations identified shall be corrected immediately before quality of works becomes unacceptable to UNESCO

8.1.3.3 Ensure UNESCO receives value for money.

8.1.3.4 Ensure efficiency in their service delivery model.

8.1.3.5 Ensure its personnel are adhering to established SOPs

UNESCO reserves the right to conduct independent and/or third party service level evaluations randomly and/or if there is reason to believe that standards are not adhered to.

8.1.4 Works and Workmanship guarantees: *Without prejudice to the General Conditions of the Contract for Large Works (Annex X),* the contractor shall guarantee works & workmanship for a duration of 12 months from the final date of completion. Materials used shall be of adequate quality for the specified tasks and workmanship execution shall be in accordance with common Industry best practices. The Contractor shall also extend the manufacturer's warranty for any parts and/or units installed.

- 8.2 UNESCO ENGINEER:** *Without prejudice to the General Conditions of the Contract for Large Works (Annex X) and draft Contract (Annex XIII), UNESCO shall appoint a Consultant Engineer/Engineering Firm to oversee works implementation, ensure service management, and provide technical guidance to assure conformance and satisfactory works delivery. Such oversight shall not exonerate the Contractor's obligations and liability under Contract. The UNESCO Engineer shall also ensure the Contractor is held accountable to their defined QCP plan, applicable industry standards and Global ISO.*
- 8.3 TIME/SCHEDULING:** Continuous monitoring of the Gantt Chart Vis a Vis actual delivery. Any significant deviation in schedule must be escalated to the Contract Responsible Officer and UNESCO engineers. Justifiable revisions to the Gantt Chart maybe submitted for review/approval by UNESCO. UNESCO reserves the right to accept and/or reject any such proposed alterations to the schedule within reason. Further, UNESCO in its discretion may demand that the Contractor increases capacity to ensure original agreed contract delivery schedule is maintained.
- 8.4 Third Party Audit:** UNESCO reserves the right to conduct a 2nd independent quality verification at any time without notice to the Contractor and/or UNESCO Engineers. Such Third Party Auditor may also be tasked with independent recommendations for Handover at Substantial & Final Completion certifications. Any significant deviations between the Contractor's quality assurance reports, UNESCO Engineer's quality monitoring reports, and the Third Party independent audit must be addressed conclusively prior to release of any payments due. This clause applies to both the UNESCO Engineer's & Contractor's Contracts.
- 8.5 PERFORMANCE MANAGEMENT:** *Without prejudice to the General Conditions of the Contract for Large Works (Annex X) and the draft Contract (Annex XIII), UNESCO, and/or UNESCO Engineers, shall convene periodic meetings to review the Contractor's performance and/or assess progress.*
- 8.5.1 Kick off meeting:** Within 03 working days of Contract signature and prior to works commencement, UNESCO Contract Responsible Officer shall convene a kick off meeting to review the contractual terms, documents and other administrative procedures. **All pre-works commencement document submittals indicated in Part C of this SOW shall be submitted at this meeting.** Contractor's Senior Management Representative, Project Manager, and UNESCO Engineers are mandated

to attend. UNESCO Project team shall prepare/disseminate signed minutes following meeting.

- 8.5.2 Site meetings:** (Article 14 of the General Conditions of Contract for Large Works refers). Meetings shall be convened by the UNESCO Engineer on an “as needed basis” to review time schedule, Contractor invoice submittals, address urgent quality concerns, and/or performance issues, etc. Contractor Project Manager and/or Site Manager are mandated to attend. UNESCO Engineer shall enter a Note for file covering issues discussed. Note for file shall be signed by both parties and record retained in the project file.
- 8.5.3 Technical hurdles:** UNESCO Engineer may convene short 05 minutes’ hurdles on an “as needed basis” on site to provide technical guidance on critical items.
- 8.5.4 Site visits/Inspection:** UNESCO officers and UNESCO Engineers shall conduct random and/or pre-arranged site walkabouts to assess progress and/or review works performance.
- 8.5.5 Continuous Monitoring:** UNESCO shall monitor progress reports and other key elements in liaison with the UNESCO Engineers to ensure adequacy of level of effort in works performance.
- 8.5.6 Contract Evaluation Report:** shall completed in DUO by UNESCO Responsible officer evaluating Contractor’s overall performance.
- 8.5.7 Performance Review Meetings (PRMs):** Regular PRMs shall be convened by UNESCO Contract Responsible officer every 06 weeks to review progress reports & work plans. UNESCO Engineer and Contractor Project Manager are mandated to attend and when necessary the Contractor’s Senior Management Representative may be required to attend as well. UNESCO Project team shall prepare/disseminate minutes. Any recommendations issued by UNESCO during PRMs and documented in minutes shall become contractually binding.
- 8.5.8 Key Performance Indicators:** UNESCO shall apply KPIs to assess Contractor’s level of effort in performance of works and any other elements considered advantageous to UNESCO under the envisaged contract. UNESCO proposed KPIs shall become contractually binding upon contract signature and maybe revised and/or expanded at UNESCO’s discretion to capture any other elements deemed advantageous to UNESCO within scope of this SOW.

ANNEX I: UNESCO KEY PERFORMANCE INDICATORS FOR CIVIL WORKS (to be completed periodically by UNESCO ENGINEER)

	KPI	MEASURE	UNESCO MINIMUM ACCEPTABLE PERFORMANCE LEVELS (APLS)	MAX POINTS ALLOWABLE	SCORING (by UNESCO Engineer)	UNESCO ENGINEER COMMENTS
1.0	COST/BILLING:					
	1.1. UNIT RATES	Fixed BOQ rates	100% compliance to BOQ pricing. No variation.	3		
		Synchrony of Works billed to actual works completed	100% compliance. Billed works must be assessed by UNESCO Engineer as having passed quality verification.	4		
	1.2 CONTRACT VALUE CEILING	Contract Value is locked.	100% Compliance. Contract Value cannot be exceeded. Likewise, instalment payments cannot be exceeded.	3		
2.0	TIMELINESS:	1) Adherence to agreed Timeline/work plan 2) Efficiency of Time plan	Maximum 02 delays (non-force majeure related) per billing period may be allowed at the discretion of UNESCO subject to adequacy of justification. Delays due to lack of planning may result in a poor score. UNESCO, at its discretion, may require the contractor to increase capacity to make up for lost time due to such delays bearing all costs associated with the capacity increase.	15		
	QUALITY:	1) Adherence to SOW, Tech Specifications & drawings; 2) Observance of sound engineering practices, Global ISO standards, and overarching Industry regulations; 3) Adequacy of Quality control	Maximum 02 non-conformance may be cited per billing period. Such citation may result in a low score and may, or may not, have an impact on future contract awards (UNESCO reserves the discretion)	30		
	a) Non-Conforming works citation					
	b) Prompt corrections to cited Non Conformance	1) Timely reworks; 2) Contractor bears all risks/costs for reworks;	1) Non-conformance re-works shall be initiated within 48hrs of citation. Delays beyond 1 week are unacceptable and may result in a poor score. 2) Failure to respond to a non-conformance in a timely manner may impact future contract awards. (UNESCO reserves discretion)	30		
4.0	CLIENT RELATIONSHIP	1) Compliance to UNESCO Admin requirements 2) Meeting attendance.. 3) Reporting compliance.	1) 100% compliance to UNESCO issued instructions and reporting requirements under contract. 2) Timely response to UNESCO inquiries and/or correspondence. 3) 100% meeting attendance.	10		
	SAFETY	1) Adherence to occupational safety standards 2) Maintain All Risks insurance cover 3) Maintain Workman's compensation insurance	1) Contractor shall retain adequate and valid insurance all through implementation and shall exonerate UNESCO from any liability. 2) All accidents and incidents on site shall be reported in writing within 24hrs for record keeping purposes.	5		
TOTAL				100	0	

9.0 REPORTING REQUIREMENTS: *Without prejudice to the General Conditions of the Contract for Large Works (**Annex X**) and draft Contract (**Annex XIII**), the Contractor shall submit the following reports during works implementation:*

9.1 Monthly progress reports (indicating descriptive progress against schedule/milestones; Percentage of works completed; description of problem areas (e.g. lost time) and corrective action planned; general challenges foreseen and corrective measures, etc.). Contractor shall include digital photographs depicting the pictorial progress of works.

9.2 KPI Reports: To be submitted with each Invoice

9.3 Incident reports (shall be filed with UNESCO within 24hrs of occurrence)

9.4 Project logs & file:

9.4.1 The Contractor is obliged to maintain logs of quality assurance records, and any other reports/documentation referenced in this SOR. All reports and logs recorded on site shall remain the property of UNESCO and shall be submitted with the Closeout report. UNESCO Engineer is obliged to review such logs continuously to ensure adherence to due process. UNESCO at its discretion may ask to review such records without notice.

9.4.2 The Contractor shall also be obliged to maintain record issues & challenges, lessons learnt, best practices established and any other observations that are advantageous to UNESCO within scope of this SOW. This details shall be included in the closeout report.

9.5 Interim Close-out Report: shall submitted prior to settlement of 90% invoice at 100% works completion. Report shall include, but shall not be limited to:

9.5.1 Design Criteria and as built drawings

9.5.2 Specifications of Materials used;

9.5.3 Actual delivery schedule; details of any delays and impact

9.5.4 Summary of all invoices presented and settlement dates

9.5.5 Pictorial reports.

9.5.6 Challenges, Lessons learnt & best practices for future works.

9.5.7 Proposed maintenance plan for rehabilitated works. (if any)

9.5.8 Project Records and/or Construction logs

9.5.9 Substantial Certificate of Completion

9.5.10 Copy of Independent Third Party Audit (where applicable)

9.5.11 Duly completed Closeout Checklist

9.6 Final Inspection Report (to be submitted on expiry of defect liability period). Report shall be issued by UNESCO Engineer upon final inspection and must be accompanied by the Final Completion Certificate.

9.7 Any other report(s) as may be required by UNESCO

10.0 PAYMENTS: Payments shall be made in full consideration of the Contractor's complete, satisfactory and timely works performance in accordance with the contractual documents. UNESCO, in its sole discretion, shall authorize such payments subject to quality verification by the UNESCO Engineer, and acceptance of the deliverables by UNESCO as satisfactory.

10.1 Progress payments: UNESCO in its sole discretion shall authorize progress payments against full satisfactory completion of works at agreed/ defined milestones. No partial payments shall be made against partial completion of any defined milestone/deliverable. Where works are not performed in accordance with "authorized" specifications, plus or minus any reasonable tolerances allowed, UNESCO Engineer reserves the right to reject works acceptance hence delay payment until corrective actions is taken.

10.2 Invoice format: Invoicing shall be done in accordance with established Lebanese laws governing VAT (**VAT Law number 379** refers). Contractor invoice template shall include the following details:

10.2.1 UNESCO contract reference number

10.2.2 Unique invoice reference number

10.2.3 Itemized service components, applicable BOQ unit rates, sub-totals & totals.

10.2.4 UNESCO VAT number

10.2.5 UNESCO Agency name; Corporate address & telephone number

10.2.6 List VAT percentage rate applicable on invoice (e.g. 11%)

10.2.7 List applicable VAT amount on a separate line

10.2.8 Must have duty/tax stamp affixed and shall bear Contractor's official organizational seal

10.2.9 Full Contractor's address & VAT Number.

Invoices that are not compliant to Lebanese VAT laws shall be rejected. Further, should UNESCO's VAT refund application be rejected due to Contractor's error and/or non-remission of VAT fees to local authorities, UNESCO, at its discretion, may invoke remedial actions available to recover such funds from the Contractor.

11.0 CONTRACT ADMINISTRATION:

11.1 UNESCO Contractor Responsible Officer: The Admin & Finance Officer shall have delegated authority to manage this contract. The AFO may in turn delegate daily routine administrative tasks to the Administrative Assistant (AA) who shall liaise with the Contractor's Admin Focal point.

11.2 Contractor's Administrative Focal Point : The Contractor shall appoint a representative who shall be the main point of contact (POC) for all administrative issues. The Nominee shall have excellent English language skills - verbal & written, and good report writing skills. Nominees for **POC** shall be subject to **UNESCO's** approval - which shall not be unreasonably withheld.

12.0 ROLES AND RESPONSIBILITIES:

12.1 Director's office: Sole authority to modify/amend the Contract.

12.2 UNESCO Admin Office: responsible for contract interpretation and application, governance & risk monitoring, administrative oversight, performance monitoring oversight & reporting, invoice certification/settlement, issuance & management of stop orders, etc.

12.3 Contractor: Provision of services under contract in accordance with contractual documents. Continuous self-audits to ensure quality assurance, service level management, and adherence to schedule.

12.4 UNESCO Engineers: Responsible for technical lead/guidance, Contractor implementation oversight, quality assurance & verification oversight, invoice & progress reports certification, and other related technical tasks.

13.0 COMMUNICATION PROTOCOL:

13.1 All official communication between UNESCO and the contractor shall be in writing and must reference the contract number.

13.1.1 Legal, Operational & Administrative aspects: email AO with cc to AA (including stop works orders)

13.1.2 Performance reporting: submittals to AO's office.

13.1.3 KPIs: Submittals to AO's office along progress invoices and reports.

**CONTRACTOR DOCUMENTATION REQUIREMENTS LIST (CDRL)
TO BE SUBMITTED POST AWARD**

1. **Upon Notification of Award:** The successful Bidder shall provide scan e-copies of all solicitation documents submitted to UNESCO prior to contract signature.
2. **At Kick Off meeting:** (within 03 working days of contract effective date)
 - a. Original copy of signed Contract and initialled Terms & conditions.
 - b. Written Notification of appointed Project manager, Site Manager, Electrical and Mechanical Engineer.
 - c. Sample Performance Security Bond for clearance by UNESCO bankers.
 - d. Confirmation of resource mobilization date (not to exceed 1-week post contract award).
3. **Prior to works commencement:** (within 10 working days of contract effective date)
 - a. Detailed Quality Assurance & Control Plan for review/approval by UNESCO Engineers
 - b. Valid Performance Security Bond (10% of contract value
 - c. Proof of Insurance (All Risks & Workman's compensation Insurance covers)
 - d. List of vetted workers who will be working onsite (Names & ID)
 - e. Contractor's Operational & workplace safety plan
 - f. Contractor's Risk Management Plan
 - g. Revised Gantt Chart
 - h. One month's work plan detailing working hours/days (shall be provided 05 days before start of each month thereafter to ensure security arrangements are made and Premises coverage is arranged outside regular working hours)

Any other required documents/information as outlined in the contract and its enjoined instruments.

PART B: TECHNICAL SPECIFICATIONS AND DRAWINGS

Annex VII: BOQ excel Template for pricing submittals

- Where the Contractor quotes two different unit rates for the same item, the lower rate shall automatically apply and will be contractually binding)
- No handwritten BOQ entries and/or alterations shall be made on hard copy submitted to UNESCO. All unit rate entries, and any corrections necessary must be done on the e-copy prior to print.
- BOQ must be signed by the individual authorized under the Power of Attorney to commit the organization legally. Signature shall be superimposed with the organizational stamp.
- Upon notification of Contract Award and prior to Contract signature, the successful Bidder will be required to provide scan e-copies of all solicitation documents submitted to UNESCO.

Annex VIII: Technical Specifications

Annex IX: CAD Drawings