

**Annex A**  
**General Term of Reference (ToR)**

**RFQ-HCR-SYR-2024-56**

**Provision of Rehabilitation Services in Sweida Governorate – Syria**

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**Background information**

The United Nations High Commissioner for Refugees (UNHCR), Sweida Field Office is seeking qualified companies to carry out rehabilitation works to the Civil Registry Center in Salkhad and its premises located at Al Qousur Neighborhood in Sweida city.

Requirements in this Scope of Works (SoW) serve as a direction to the Contractor for the requested works at the premises. The Contractor shall perform all services in accordance with international professional standards of skill, due care and due diligence adhered to by reputable.

**Duration:**

The bidders have to present a clear time plan with and to define time frame for the project, including key milestones and deadlines.

The bidders have to be with a significant capacity to commence the rehabilitations for both locations (lots) or one. **Partial bidding by Location (Lot) is allowed, bidders can apply for one or two lots.**

A separate time plan for each location (Lot) needs to be shared.

A shorter project timeline will be considered an advantage, while ensuring the preservation of the required quality standards.

**General Terms of Implementation:**

- 1- The contractor must assign a resident engineer as the technical director of the project to be the reference throughout the implementation of the project, and all the technical correspondences between the management and the contractor will be through him/her. The management may request an engineer of any specialty.
- 2- The contractor must review the quantities by visiting the site multiple times. S/he must provide his/her remarks on the project regarding the differences and mistakes in drawings, descriptions, and BoQs, within 15 days as of receiving the work order, otherwise s/he will be deemed responsible for all the mistakes appearing during the implementation as a result of that. The contractor's review of works will be deemed an acknowledgment form his/her part of the possibility of obtaining all materials by any means.
- 3- The contractor must provide all equipment and tools needed for the implementation of works according to the ToR.

- 4- The contractor must provide the surveying instruments needed to adjust vertical and horizontal angles and contour differences, and all needed equipment to verify the implementation of works as per the supervision request, and they will be returned to him/her after completing the works.
- 5- The contractor, at his/her own expense, must conduct all the necessary experiments on the material used by him/her, in addition to the necessary experiments on the worksite when the management deems needed.
- 6- The management approval on the materials to be used in the project should be obtained well before the actual need for them.
- 7- The management and supervision may examine, at the expense of the contractor, in any lab of their choice, samples from any of the materials supplied to them, whenever they deem necessary.
- 8- All basic modifications to the project must be carried out upon the approval of the management and the supervision. The management may oblige the contractor to implement all the works needed for the project to make it complete and in the best way possible.
- 9- Materials rejected by the management for being outside of specifications or failing to achieve the results of the experiments conducted on them, must be transferred at the contractor's own expense. In such a case, the delay in implementation is deemed unjustified.
- 10- Price inclusiveness means that the price of any item in the ToRs includes everything mentioned in this item, the construction details, and drawings of this item, regardless of the diversity of the works included in it and other works added to it, with all necessary tools, materials, transportation, spoilage, profits, machinery, wages, and other expenses, etc. to perfectly implement the work.
- 11- Everything mentioned in the technical ToRs for each item is the minimum required. Upon implementation, the terms of implementation in the technical ToRs on the construction of buildings issued by the Ministry of Construction and Development No. 435/1998, must be referred to.
- 12- The management is not committed to providing security service or warehouses for the contractor.
- 13- The contractor must remove the construction waste of his/her work outside the site to public landfills, regardless of its size and the cost of its removal, (as per the municipality recommendations). It is impermissible to compile it inside or outside warehouses, subject to removing it at his/her own expense, regardless of the cost.
- 14- The contractor must maintain and repair, at his/her own expense, any destruction or damage to any party in the site resulting from the implementation of his/her works, regardless of the maintenance or repair cost.
- 15- The contractor must implement the different works in successive stages according to the directives of the Supervision Body and the party benefitting from the rehabilitation. The work of the next stage must not be commenced unless all the works of the previous stage are completed.
- 16- The contractor must provide the tools required for the office work in the workshop.
- 17- The contractor must print drawings of all specialties of works implemented, showing all details, and places of hidden works. Two copies should be provided to the supervision. They should be provided on A2 paper copies at least, and soft copies. The drawings must be highly accurate.

- 18- The contractor must commit to clean and arrange the worksite after completing his/her works according to each stage, regardless of the size or cost. S/he is also responsible for continuously cleaning the locations outside his/her worksite if s/he caused their pollution.
- 19- When needed, the contractor must bring his/her own generators during power outage, as well as water and other requirements needed to carry out the assigned works.
- 20- The contractor must coordinate all specialties during the implementation and implement all works without causing contradiction among the specialties. The drawings attached to the study is deemed indicative ones, and the contractor must provide As Built drawings at the end of the project for all specialties of the implemented works, showing all the details and the places of hidden works. Two highly accurate paper copies and one soft copy must be provided for the Supervision Body.

#### **Monitoring, Evaluation, and Responsibilities:**

UNHCR, in collaboration with the relevant stakeholders, will oversee the implementation and progress of the project to ensure compliance with the technical specifications outlined in the SoW. Any discrepancies identified must be promptly addressed by the contractor, who will be fully responsible for rectifying these issues at his own expense, without the option to claim additional costs for failures to meet the ToR conditions.

#### **Reporting:**

The successful bidder is required to submit progress reports on a daily, weekly, and monthly basis, detailing the status of the project and promptly notifying UNHCR technical team of any challenges encountered during the implementation phase.

#### **Warranty:**

Liability/Warranty period required is minimum 1 year (defects and liability period with terms of warranty on the products/services being offered which should be valid for at least one 1 years)

#### **HSE plan:**

Contractor shall submit a proposed comprehensive Safety plan, in conformance with the latest version of the Health, Safety and Environment at Work Act for UNHCR approval. Further, Contractor must submit his own HSE Plan (which must outline minimum materials and training for each site as well as hazardous materials handling and response plan) for approval by UNHCR. This should be clearly thought out and of sufficient details to indicate that the contractor is well versed in running safe and professional operations and has adopted a culture of safety as a part of doing business.

#### **House Keeping:**

Upon completion of all civil and electrical maintenance, renovation works, the contractor will be responsible for ensuring that all areas affected by the project are thoroughly cleaned and restored to their original condition. This includes removing any construction debris, cleaning floors, walls, and surfaces, and returning all furniture, equipment, and materials to their proper places. The contractor will ensure that no damage is caused during the process and will conduct a final inspection with the project team to verify that both locations are fully operational for immediate use.

**Completion of Work and Project closure:**

At the completion of the renovation project, an official closure process will be in place to ensure all activities have been met and well documented. A dedicated committee, to be established by UNHCR, will oversee this process, facilitating the final review of project outcomes, financial audits.

**Payment terms**

Payments will be released upon the successful completion of each location. The Contractor must provide UNHCR with a signed invoice detailing the value of completed works upon project completion in each location.

**Payment Retention: 5% of the total project amount will be withheld from the Final Payment as a Retention Amount for a period of Defect Liability Period of (06) MONTHS after completion of the project.**

Thank you