

## ANNEX A

### TERMS OF REFERENCE (TOR)

UNHCR RFQ no. UKRKI/RFQ/2024/034

For the establishment of a frame agreement for the provision of office facilities maintenance services for the UNHCR office in Kyiv

#### 1. Background

The United Nations High Commissioner for Refugees (UNHCR) has been present in Ukraine since 1994, when the Agency supported the repatriation of Crimean Tatars, and concluded a Host Country Agreement with the Government of Ukraine in 1996. In line with its mandate, UNHCR provides protection services and assistance to help refugees, internally displaced persons (IDPs), returnees, war-affected and stateless people access their rights and essential services and find sustainable solutions. In 2014, UNHCR scaled-up its presence in eastern Ukraine to provide humanitarian services and assistance to people impacted by the war. Following the full-scale invasion by the Russian Federation in February 2022, UNHCR has further expanded its operation and is now present in several locations across the country.<sup>1</sup>

For more information on UNHCR Ukraine's mandate and operations please see <https://www.unhcr.org/ua/>.

#### 2. Statement of Purpose and Scope of Requirements

The UNHCR's Country Office in Kyiv intends to select a qualified contractor to make a firm offer on the tender for the establishment of a contract for the provision of tools, equipment and materials necessary for the performance of office facilities repair and maintenance services. The initial contract shall be for one (1) year with an option to extend for an additional period(s) of up to one (1) year subject to satisfactory performance of the contractor, UNHCR's available funds, and UNHCR's operational requirements.

Currently, UNHCR is leasing offices spaces with approximately 3,935 square meters distributed at the second, third, and fifth floor of the Eurasia Business Center located at 75 Zhylianska Street in the city of Kyiv.

UNHCR's official business hours and workdays are from Monday to Friday, 09:00 a.m. to 6:00 p.m. (except during official U.N. holidays).

The selected contractor is expected to provide high quality professional services ensuring effective, efficient and safe operation of the facilities as their intended function. These include services on electrical; plumbing; heating, ventilation and air-conditioning (HVAC); and building structure (i.e. minor renovations).

#### 3. Required Contractor's Personnel who will be involved in the performance of the contract

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<sup>1</sup> Reference: <https://www.unhcr.org/ua/en/overview>



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**a. Technical Supervision Engineer (Qualification of Service Provider)**

The contractor shall assign a qualified and experienced engineer as the Technical Supervision Engineer who will be responsible for ensuring maintenance works are conducted in compliance with the terms and conditions of the contract. This role also involves working in coordination with the contractor, UNHCR, and the landlord's designated technicians to maintain a clean, safe, and efficient workspace.

The Technical Supervision Engineer's tasks include:

- Promptly reporting defects to UNHCR;
- Supervising maintenance activities;
- Coordinating with UNHCR to meet their requirements;
- Liaising with the landlord's team for access and utilities;
- Inspect maintenance work for compliance;
- Providing technical support to the maintenance team;
- Monitoring progress and addressing issues;
- Document maintenance activities and facilitate communication between stakeholders.

Other responsibilities include:

- Understanding UNHCR's service requirements and communicating them to the contractor;
- Supervising maintenance works to ensure quality and safety;
- Collaborating with the landlord's team to address issues;
- Inspecting work sites and reporting findings;
- Providing technical guidance to the maintenance team;
- Communicating effectively with stakeholders;
- The Technical Supervision Engineer is responsible for keeping up-to-date quality control records of all inspections. These records include details like the type and number of inspections, inspection results, maintenance reports, defect reports, reasons for rejection, proposed remedies, and corrective actions taken. The records should cover both conforming and defective features and confirm that all materials used meet the contract terms. Clear copies of these records must be provided to UNHCR.

**b. Service technicians / skilled workers**

The contractor shall ensure to assign qualified and experienced service technicians or skilled workers who will perform the repair and/or maintenance services based on their expertise (i.e. electrical; plumbing; heating, air-conditioning, and ventilation (HVAC), and minor civil and carpentry works.

These service technicians / skilled workers shall report directly to the Technical Supervision Engineer.

**c. Contract focal points**

The contractor shall provide UNHCR the contact details for the following focal points:

- i. Contract Manager – the contractor shall assign a contract manager who shall be the main contact person for UNHCR for receiving and processing technical service requests, including administrative and finance related concerns.
- ii. Emergency Focal Point – if different from the Contract manager, the contractor shall assign an Emergency Focal Point who will answer calls and messages even during outside of business hours and workdays for technical concerns.

#### **4. Tools and equipment**

All tools and equipment necessary for the performance of the repair and maintenance of UNHCR's office facilities to ensure good operational condition shall be provided by the contractor.

Together with the list of personnel, the contractor shall provide a scope of work and a list of heavy machinery, large equipment and bulky construction materials to UNHCR prior to bringing materials, tools and equipment inside the building premises.

#### **5. Response time**

The Contractor shall, from receipt of a service request from UNHCR, schedule technicians and arrive at the UNHCR office premises for the initial assessment:

2. for Regular Maintenance Tasks: within five (5) business days including submission of a quotation with a project execution schedule;
3. for Emergency Situations: within twenty-four (24) hours for assessment including submission of a quotation, and forty-eight (48) hours for implementation. both during and outside of regular business hours and workdays

#### **6. Obligations of the Contractor**

##### **a. General obligations**

The contractor shall:

- ensure to provide well-trained and experienced personnel, who are free from all communicable diseases, in good general health are physically, mentally capable to carry-out the job, have good conduct/behaviour and have no criminal record;
- be responsible for its own personnel who will remain totally under the contractor's supervision. The contractor shall be responsible for the payment of salaries, uniform, government contributions, insurance, and other related costs in compliance with the Ukraine government's labour/worker/employee regulations;
- be responsible for the selection of personnel who will be involved in the performance of the contract. The contractor must ensure that a qualified substitute/alternate personnel is available if and when the dedicated personnel is on leave. The contractor shall inform UNHCR and provide a copy of the identification of the replacement. The contractor shall commit to maintain the same deployed personnel throughout the duration of the contract, to the extent possible,



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for ensured consistency purposes and reduce frequency of change of faces / staff rotation;

- ensure that all of its personnel shall be covered with insurance against any personal accident and UNHCR will not be liable for payment of any compensation on that account. The contractor's personnel must bear social, health insurance, third-party liability insurance and accident insurance for workers. The contractor shall bear all the cost related to the registry of all the workers in the social insurance institution (Pension Fund of Ukraine).
- ensure compliance with national regulations regarding labour law, accident, workmen compensation, insurance, etc. This will be the sole responsibility of the contractor. UNHCR will not be a party at any kind of dispute relating to the above. In case any liability arises due to non-performance by the contractor, under no circumstances UNHCR shall be liable for the same;
- be responsible for any damage to UNHCR property and/or the building owner resulting from mishandling, carelessness of the contractor or its personnel;
- ensure that all of its personnel are presentable, wear a uniform identifiable with the contractor, and a company ID;
- ensure that an adequate first aid kit is available on-site, failure to do so will result in an immediate 'stoppage of work' order being issued. All related costs and time delays resulting from a 'stoppage of work' order on the contractor's fault shall be under the contractor's responsibility;
- maintain safe, healthy, and tidy working conditions at all times and all work activities are to be performed with protective and safety equipment appropriate for the task.

**Important:**

- UNHCR shall not be responsible for any injury, damages or eventual losses to the service provider's personnel whilst performing services under the contract and the contractor shall relieve UNHCR of any liability as a consequence of such injury, damage or loss to the contractor's personnel.
- Interested bidders are advised to visit the project location and acquaint themselves with the surroundings and take any measurements deemed necessary as no claims will be accepted due to lack of knowledge of the requirements including the location. Interested bidders are to ensure that during the course of the works the inconvenience to third parties should be very minimal and special care should be taken to existing surroundings. Any disposal of demolished / unwanted material should be dumped in an approved dumping site and any related fees to be borne by the tenderer.

b. Maintenance and repair works (coordination and preparation)

Documentation Approval

- The contractor prepares the project and technical documentation;
- Submission for approval by UNHCR to Technical Maintenance Service<sup>2</sup>;
- Repair works cannot start without written permission from the Landlord.

Assessment and Discussion

- UNHCR and Technical Maintenance Service assess premises condition;

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<sup>2</sup> Technical Maintenance Service refers to the building's facility management unit



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- Determine the volume of planned works and discuss rules.

#### Contractor Obligations

- Develop project documentation covering various aspects;
- Coordinate documentation with relevant parties and authorities;
- Perform dismantling and construction/installation as per agreed plan;
- Ensure repair works comply with building regulations and do not damage the structure;
- Designate responsible persons for safety;
- Formalize work permits for high-risk tasks;
- Obtain necessary licenses and permits and employ certified personnel;
- Provide copies of licenses and permits to Technical Maintenance Service.

#### c. Prerequisites prior to commencement of repair works

To start repair works on leased premises the contractor must:

- Obtain necessary approvals and permits from the Technical Maintenance Service of the Landlord and relevant authorities as per Ukrainian law (if required).
- Formalize a repair works permit among the Contractor, UNHCR, and Technical Maintenance Service.
- Submit a list of Contractor employees to Technical Maintenance Service via UNHCR, including contact details for emergencies.
- Provide a repair works schedule to UNHCR and Technical Maintenance Service for supervision.
- Coordinate repair works start and end times with Technical Maintenance Service.
- Coordinate with Technical Maintenance Service:
  - 24 hours before starting works outside leased premises or in areas of other tenants.
  - 24 hours before works on specific engineering systems such as water supply, fire alarms, cabling, and sprinkler systems.

#### d. Rules for Repair Works

When conducting repairs at Business Center "EURASIA," Contractor employees must follow these rules:

- In case of an air raid alarm, cease all activities immediately and evacuate to the designated underground parking area;
- Entry to the building is allowed only for listed Contractor representatives;
- Use designated service entrances and cargo elevators; refrain from using first-floor areas for storing materials;
- Park subcontractor vehicles in designated areas as per Technical Maintenance Service guidelines (Upon approval from the landlord);
- Works which create loud noise and/or produce unpleasant odors shall not be allowed during official business days/hours (Monday-Friday, from 09:00 to 18:00). In case of emergency or unavoidable circumstances, permission must



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be obtained from the Technical Maintenance Service prior to performing any works;

- Prohibit storing toxic, flammable, or odorous substances within the property without prior approval from the Lessor and/or UNHCR;
- Deliver equipment and materials to the building following Technical Maintenance Service requests; ensure proper loading/unloading procedures;
- Prohibit blocking entrances/exits or storing materials without permission;
- Conduct welding works according to fire safety rules and with a work permit from the Technical Maintenance Service;
- Install warning signs in cases of a wet surface, newly painted structures, or anything which pose hazard to any individuals;
- Remove construction debris daily; ensure timely disposal to prevent accident and fire hazards;
- Ensure repair works do not disturb other tenants;
- Maintain appropriate behavior and attire; unskilled personnel are not allowed;
- Prohibit graffiti, vandalism, AM/FM/Internet radios, pornographic or advertising materials inside the building;
- When the Contractor is at fault, the Contractor is responsible for violations and fines imposed by authorities;
- Comply with Technical Maintenance Service and Security Service requirements;
- Provide access to leased premises for inspections and emergency works by Technical Maintenance Service representatives.

e. During Repair Works, the Contractor Must Ensure:

- Air Quality Control: Install pre-filter air purification systems on exhaust ventilation during repairs, maintaining filters daily;
- Dust Prevention: Fit protective covers on air ducts near leased premises to contain construction dust, removing them daily;
- Door Management: Close doors leading to leased premises, sealing openings without doors with polyethylene-based insulation, except during deliveries;
- Electrical Safety: Securely close electrical system control panels daily, prohibiting storing materials inside;
- Temporary Electrical Setup: Provide temporary electrical equipment without running cords through common areas or other tenants' spaces;
- Energy Conservation: Minimize energy consumption during repairs, agreeing on electrical connections with Technical Maintenance Service;
- Fire Safety Measures: Cover fire detectors during repairs, reopening them only after each session, coordinating with Technical Maintenance Service;
- Emergency Preparedness: Equip repair sites with necessary emergency rescue equipment and devices, ensuring protection and adhering to safety regulations;
- Equipment Usage: Prohibit gasoline-operated equipment, ensuring proper maintenance and removal of gas and oxygen cylinders after repairs;
- Prohibited Actions: Forbid locking doors with adhesive tape and using mechanical devices to prop doors open;



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- Cleanliness Maintenance: Ensure cleanliness during repairs and in the building, timely removing construction waste to prevent accidents and fire hazards;
- Sanitary Facilities Usage: Use designated sanitary facilities during repairs; misuse leads to removal from works;
- Premises Restoration: Restore premises to usable condition after repairs, cleaning sewage pipes before connecting to the central system;
- Inventory Storage: Prohibit storing cleaning inventory without coordination and storing flammable materials only in approved areas.

Violations may result in work suspension or removal from the building.

## **7. Electrical Works Guidelines**

- When electrical work is involved, including the installation of temporary wiring and the use of power tools, only qualified electricians are permitted to connect, maintain, or modify electrical equipment;
- The contractor must implement reasonable precautions to ensure the safety of workers from live electrical equipment and conductors;
- Access to rooms with exposed energized electrical parts is restricted to authorized personnel only. Warning signs must be prominently displayed at entrances to such areas to prohibit unauthorized entry;
- All electrical equipment, installations, conductors, and insulating materials must be appropriate for their intended use and maintained to prevent hazards to workers;
- To protect against electrical shock and burns, the contractor must provide and utilize mats, shields, personal protective equipment, and other necessary protective measures.

## **8. Project progress schedule**

The Contractor shall submit a coordinated implementation schedule for all work activities. As a minimum, it shall provide information on the sequence of work activities, milestone dates, and activity duration. The project progress schedule shall be accepted by UNHCR in a timely manner and verified by the authorization of the Technical Supervision Engineer.

The Contractor shall maintain the work schedule and provide an update and analysis of the progress schedule on a weekly basis, or as otherwise specified in the contract.

## **9. Noncompliance**

The UNHCR will notify the Contractor of any noncompliance with any of the foregoing requirements. The Contractor shall, after receipt of such notice, immediately take corrective action. Any notice, when delivered by the UNHCR to the Contractor or his/her authorized representative, shall be considered sufficient notice.

In cases where the Contractor fails to properly operate and maintain effective technical supervision, as determined by the UNHCR, the UNHCR may:

- Order the Contractor to replace ineffective or unqualified personnel or subcontractors.
- Order the Contractor to stop operations until appropriate corrective actions are taken.

## 10. Warranty for workmanship/service and materials/spare parts

The Contractor is obligated to uphold all warranties for the following categories for the entire duration of the Frame Agreement:

- a. Civil Works:
  - Warranty covers defects in workmanship and materials.
  - Excludes damage from improper use, vandalism, or acts of nature.
- b. Electrical Works:
  - Warranty includes faulty installation and defective materials.
  - Excludes damage from electrical surges, overloading, improper use, vandalism, or acts of nature.
- c. Plumbing:
  - The warranty covers leaks, material defects, and faulty installation.
  - Excludes damage from misuse, corrosion, vandalism, or acts of nature.
- d. Heating, ventilation, and air-conditioning (HVAC):
  - Warranty includes defects in cleaning, settings, and performance.
  - Excludes damage from improper use, vandalism, or acts of nature.

All Operation and Maintenance manuals for the installation/maintenance of equipment are to be handed over to UNHCR.

## 11. Environmental Impact and Mitigation Measures

Protection from Weather:

When altering walls or roofs, or exposing surfaces of neighboring buildings, install temporary covers to prevent water infiltration. Similarly, shield existing plant and equipment as well as materials intended for reuse from weather damage.

Dust Control:

Deploy dust-proof screens, bulkheads, and covers to safeguard existing finishes and the surrounding environment from dust and debris.

## 12. Billing and payment terms

The service provider shall submit monthly invoices no earlier than the 1st day of each month and no later than the 10th day of each month for the services rendered in the preceding month. UNHCR processes payments within 30 days of receipt of a correct invoice (and supporting documents, if any) and upon certification by authorized UNHCR personnel. UNHCR reserves the right to adjust payments pro-rata if the service is not rendered by the conditions of the contract or any other annexes (e.g. List of services).

All Purchase Orders and payments shall be made in the local currency, Ukrainian Hryvnia (UAH). In cases when the financial offer is in a foreign currency (e.g. US Dollars, Euro), the currency shall be converted to Ukrainian Hryvnia (UAH) based on the prevailing UN





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Operational Rate of Exchange (UNORE)<sup>3</sup> prevailing at the date of the preparation of the Purchase Order.

**NOTES:**

- The rates provided by the selected Contractor shall be fixed for the duration of the contract. In case of a contract extension, the Contractor shall have the option to review the rates provided in the initial offer. However, if the Contractor wishes to request to increase the rates, a proper justification shall be required. UNHCR shall be entitled to either accept the price increase or to cancel the Contract in which the Contractor shall be notified by UNHCR in writing of its decision.
- The UNHCR General Conditions of Contract for the Provision of Services (ver. Jul 2018) shall apply.

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<sup>3</sup> <https://treasury.un.org/operationalrates/OperationalRates.php>