

**UNHCR**

# **Annex-B**

**SCOPE OF SERVICES**

**Provision of Catering Operation and  
Management Services.**

# OUTLINE

## **I. INTRODUCTION AND DEFINITIONS**

## **II. SCOPE OF THE CATERING FACILITIES**

## **III. DESCRIPTION OF FACILITIES**

- A) FACILITIES
- B) UTILITIES AND SERVICES
- C) EQUIPMENT AND FURNITURE
- D) MAINTENANCE and CLEANING
- E) INVENTORIES
- F) RETURN OF PROPERTY

## **IV. OPERATING CONDITIONS**

- A) OPERATIONAL REQUIREMENTS
- B) HOURS OF OPERATION

## **V. RANGE OF CATERING OPERATIONS**

- A) THE CAFETERIA DAILY OPERATIONS AND CONTRACTORS OBLIGATIONS
- B) SPECIAL FUNCTIONS

## **VI. OTHER REQUIREMENTS**

- A) CONTRACTOR'S PERSONNEL
- B) INTERRUPTIONS
- C) DISRUPTION OF SERVICE
- D) REPORTS
- E) RECORDS AND AUDIT
- F) ENVIRONMENTAL ISSUES
- G) TERMINATION OF CONTRACT

## **VIII- PERFORMANCE EVALUATION AND**

## **REVIEW ATTACHMENT I – KEY PERFORMANCE**

## **INDICATORS**

## **I. INTRODUCTION AND DEFINITIONS**

This document is an integral annex of the Expression of Interest (EoI) and is issued to establish a Contract for the provision of catering operation and management services at the UNHCR in Beirut.

UNHCR intends to secure the services of a caterer who can demonstrate its experience and success in providing high quality reasonably priced catering services to local and international clientele and in managing catering services.

A Contract shall be awarded to the selected Contractor initially for a period of One (1) year extendable up to a maximum period of three (3) years (on a year-by-year basis) subject to satisfactory performance of the Contractor, and at the discretion of UNHCR.

For the purposes of this document, the following definitions shall apply:

1. The word ‘Contractor’ shall mean the party with which UNHCR might eventually enter into a Contract for the operation and management of the UNHCR Catering Facilities for provision of the requested services.
2. The word ‘UNHCR Catering Facilities’ refers to the physical space (detailed under Scope of UNHCR Catering Facilities’), which is assigned to the catering contractor including the walls, floors, ceilings, windows, window coverings and furniture.
3. The words ‘major equipment’ refers to all the fixed assets of the UNHCR Catering Facilities.
4. The words ‘minor equipment’ refers to small appliances belonging to the UNHCR Catering Facilities that are not fixed.
5. The words ‘small wares’ refers to china, glassware, flatware, utensils, and pots and pans.

## **II. SCOPE OF THE CATERING FACILITIES.**

1- The Cafeteria is located at the Basement floor of the UNHCR office located at Jnah area in Beirut, please find below some description:

- The cafeteria has a seating capacity of approximately 50 people (Based on the current seating arrangement)
- There are approximately 300 people working in the building on a daily basis and more on an exceptional basis (meetings etc.).
- The cafeteria is a non-smoking environment.

2- The above figures are only given as estimates, these figures might fluctuate during contract period, and UNHCR holds no responsibility on the actual number of customers that will attend the facilities.

It is up to Contractor to exert efforts to attract customers to the cafeteria. The facilities, which the successful proposer will be expected to manage, also include provision of cafeteria services and catering for special functions

3- UNHCR employees and their guests who bring their own meal(s) to UNHCR will be allowed to use the cafeteria space to take their meals. However, the Contractor does not have any obligation to re-heat meals brought by UNHCR employees or furnish dishes and cutlery.

**III. Description of Facilities (comprising Utilities, Services, Equipment, Furniture, Maintenance, Inventories and return of building’s property)**

**A. FACILITIES**

UNHCR cafeteria facility will be provided to the Contractor on “as is” basis and rental free.

**B. UTILITIES AND SERVICES**

I- UNHCR shall provide the following to the Contractor for use in the discharge of the Contractor’s responsibilities under the Contract:

- a) Electricity will be provided by UNHCR at no cost.
- b) Service water will be provided by UNHCR at no cost.
- c) Pest control services will be provided by UNHCR at no cost.
- d) Operation and maintenance of Cafeteria facilities, such as microwaves ( 4 minimum), lighting, air conditioning, elevator and finishing will be provided by UNHCR at no cost.

II- Services to be provided by the Contractor

- a) The contractor at his own cost shall provide potable water for preparation of hot drinks and any other needs.
- b) Cleaning of the catering facilities including equipment and trash removal services, shall be provided directly by the Contractor at his own expense and own responsibility.
- c) UNHCR shall require its own cleaning staff to check the cleaning provided by the supplier on a rotational basis.
- d) Maintenance, repair, and replacement in case of damage of the catering facilities equipment and furniture as an when required during the term of the contract.

**C. EQUIPMENT AND FURNITURE**

1. UNHCR shall make available for use by the Contractor and its employees in the discharge of the Contractor’s responsibilities under this contract all equipment under UNHCR’s custody currently situated in the Catering Facilities at the B1& Ground Floor at the commencement date of the Contract.

2. All major and minor equipment is being provided to the Contractor on an ‘as is’ basis. On or before the commencement date of the Contract joint opening inventory and assessment of the condition of all major and minor equipment will be done.

3. The joint opening inventory will be signed by the Contractor and UNHCR and listed in inventories.

4. During the term of the contract, the Contractor shall be responsible for maintaining and repairing all major and minor equipment existing at the cafeteria. At the termination of the Contract, the UN and the Contractor shall jointly prepare a “Joint Closing Inventory” and all major and minor equipment supplied

by the UN at the commencement of the Contract shall be returned by the Contractor in the same conditions as were received. The Contractor shall compensate the UN for the value of any item that is missing, damaged or otherwise unusable, reasonable wear and tear excepted.

5. The Contractor shall, with the prior written agreement of UNHCR, purchase and bring on site, at their own cost and expense, any additional equipment to that listed in the opening inventory which they may consider necessary to the satisfactory discharge of their obligations and responsibilities under the Contract.

6. The Contractor, if necessary, may purchase any additional furniture or equipment at its own cost, for use in the UNHCR House Catering Facilities, subject to UNHCR's approval. Such additional furniture or equipment will remain the property of the Contractor who shall be responsible for the maintenance, repair and replacement thereof.

7. This furniture or equipment shall be stackable and shall be equipped with special scratch protection for the flooring.

8. Such acquisitions shall not affect any terms of the Contract. Upon expiry or termination of the Contract, UNHCR shall have no obligation to acquire any of the equipment or furniture purchased and brought on site by the Contractor or to compensate them in any way therefore. The Contractor will be responsible for the removal from UNHCR premises of all such equipment and furniture at the termination of the Contract. The Contractor shall not install any new equipment owned or purchased by them or change any existing equipment provided by UNHCR without having received prior written authorization from UNHCR.

9. The Contractor shall be responsible for the maintenance, repair and replacement in case of damage of the Catering Facilities, equipment and furniture as and when required during the term of the contract.

10. All replacements and maintenance will be subject to prior UNHCR approval. Information related to replacement or maintenance should be submitted to UNHCR with adequate time for review.

#### D. MAINTENANCE and CLEANING

1. As outlined in paragraph C (2) above, the Contractor shall be responsible for the maintenance and repair of all major and minor equipment and furniture situated in UNHCR Catering Facilities, regardless of ownership. Such maintenance and repair shall be done in accordance with UNHCR standards and all sub-contractors shall be appointed subject to prior written approval by UNHCR.

2. If any damage or misuse is caused by the Contractor Personnel to UNHCR Catering Facilities, including all equipment, furniture, walls, ceilings, lighting fixtures and floor areas, the Contractor shall, at its own cost and expense, be responsible for the maintenance, repair, and replacement of such damage.

3. The Contractor shall be responsible for the cleaning in the UNHCR up to UNHCR standards. If such cleaning operations fall below the standards as determined by UNHCR, then such operations shall be performed by UNHCR at the contractor's cost.

4. UNHCR reserves the right to identify and select a qualified independent sanitation inspector to conduct inspections of all catering facilities, as needed.

5. Application of quality Control management system by the Contractor and International certifications such as HACCP, ISO9001, ISO22000 is desirable.

#### E. INVENTORIES

1. On or before the commencement date of the Contract, Joint Opening Inventories and assessment of the condition of all major and minor equipment, furniture and supplies, owned or under the custody of UNHCR, which is the responsibility of the Contractor during the term of the Contract, situated in the UNHCR Catering Facilities will be prepared and signed by the Contractor and UNHCR and listed in inventories.
2. Upon the termination or expiration of any Contract entered into, Joint Closing Inventories shall be taken on all items listed in inventories for which the Contractor has responsibility. The Contractor shall compensate UNHCR for the value of any items missing from inventories or the cost of repairing damaged ones, reasonable wear and tear excepted. All items of unreparable condition shall be replaced at the contractor's cost.

#### F. RETURN OF PROPERTY

1. Any properties owned by or under the custody of UNHCR listed in inventories, which are in the possession of the Contractor at the date of expiration or termination of this contract, shall be returned to UNHCR in good working condition. The Contractor shall fully compensate UNHCR for any shortages arising due to the fault of the Contractor, or its agents or employees.
2. The obligation of the Contractor to return any such property to UNHCR under the provisions of this paragraph shall be fulfilled by the Contractor's delivering any such property to a duly authorized representative of UNHCR.

### IV. OPERATING CONDITIONS

Subject to approval by UNHCR, the Contractor will be responsible for the management and daily operations of the UNHCR Catering Facilities, including matters of personnel, insurance, procurement of supplies, inventory and recording of financial transactions.

#### A. OPERATIONAL REQUIREMENTS

For the proper operation of the Catering Facilities at the UNHCR, the Contractor shall:

- (a) Furnish to such customers as the UNHCR may designate, food and beverage services under the conditions set forth herein;
- (b) Obtain and offer for sale food and beverages procured in conformity with commercial practices;
- (c) Handle, store and use all supplies in conformity with commercial practices, and subject always to the inspection and approval of UNHCR;
- (d) The Contractor shall comply with all applicable International Standards for hygiene, food handling and serving while performing its obligations under the Contract;
- (e) The Contractor shall post the menu at the entrance of the Cafeteria, as well as in other specified places designated by UNHCR. All other posters or publicity may not be displayed without the written approval of UNHCR;

- (f) The Contractor shall post the daily menu and prices on the food counter next to the cashier at the Cafeteria or in other specified places designated by UNHCR;
- (g) The Contractor shall comply and make sure to offer food (meals, platters, sandwiches and salads etc.) in accordance with the weights indicated in the Contract. UNHCR reserves the right to make spot checks at the cafeteria at its own convenience;
- (h) UNHCR reserves the right to organize in the cafeteria events with advance notice to the Contractor.
- (i) The Contractor may be required to furnish to UNHCR upon request special catering services for functions including cocktail parties, receptions, etc. UNHCR will define in each case the size and scope of services required and location within the premises;
- (j) UNHCR conducts staff satisfaction surveys during the contract period. Results of such surveys may be shared with the vendor for improvement of services. The results of the survey will be communicated with the vendor/ if the results indicate a dissatisfaction level, a meeting will be arranged with the contractor by which they will be given a period of one month to improve otherwise the contract will be terminated.
- (k) The Contractor should provide a menu of the reoccurring items (sandwiches, breakfast, etc.), and send an email with the main course on Fridays for the following week.
- (l) The Contractor shall require UNHCR staff to preorder the main dish / 24-hour limit for confirmation otherwise the vendor has the right bit to serve if out of quantity.
- (m) The Contractor has the right to review the set prices every three months due to the current inflation in the country, however, the new price list will be reviewed and confirmed by the cafeteria focal point.

## B. HOURS OF OPERATION

1. The current operating hours of the UNHCR Catering Facilities are Monday through Friday from 08h00 a.m. to 04h30 p.m.

Cocktails/receptions, lunch/dinner and coffee breaks, shall be requested, as needed. A minimum of 3 days shall be given as an advance notice to the Contractor.

The Cafeteria will be open on all business days:

For Coffee, Tea, drinks, snacks and sandwiches	08h00 to 16h00
For Breakfast	08h00 to 11h00
For Hot Meals (Lunch)	11h30 to 04h30

**\* Operating time should be respected; meals should be ready to be served at the exact opening times mentioned above.**

2. The UNHCR reserves the right to make changes at any time by written notice, to the services and tasks to be performed, the time (hours and days) and place of performance, which changes the Contractor shall accept. The UNHCR also reserves the right to close the operation of any part of the UNHCR Catering Facilities for any period of time, if this is required in the best interest of the UNHCR.

3. Listed below are the official holidays observed by the UNHCR in Lebanon:

- |                                |         |
|--------------------------------|---------|
| - New Year 01 January          | one day |
| - Eid El-Fitr                  | one day |
| - Eid El-Adha                  | one day |
| - Easter Friday (Catholic)     | one day |
| - Easter Friday (Orthodox)     | one day |
| - Labour Day 01 May            | one day |
| - Prophet's Birthday           | one day |
| - Independence Day 22 November | one day |
| - Christmas 25 December        | one day |

## V. RANGE OF CATERING OPERATIONS:

### A. THE CAFETERIA DAILY OPERATIONS AND CONTRACTORS OBLIGATIONS

The following is a summary of the range of catering operations. A more detailed description of the range of services to be offered is as outlined in the Price List of Food and Range of Services (**Annex- C**) :

A list of dishes is compiled to cover the needs of the UNHCR staff members, which include items for:

Hot drinks:	<ul style="list-style-type: none"> <li>• Coffee, Tea, hot chocolate, milk ( Lactose Free, Skimmed and plant based)</li> </ul>
Cold drinks:	<ul style="list-style-type: none"> <li>• Soda, juices, fresh juices (upon request) , water</li> </ul>
Other drinks:	<ul style="list-style-type: none"> <li>• Non-alcoholic, energy drinks</li> </ul>
Dessert/snacks:	<ul style="list-style-type: none"> <li>• Cakes, muffins, biscuits, fruits (Dried &amp; Fresh) , yogurts, puddings, ice cream etc....</li> </ul>
Breakfast:	<ul style="list-style-type: none"> <li>• Vienoiserie, pastries, fresh bread, manakish, omelet...</li> <li>• Hot and Cold Sandwiches in addition to Fruits and desserts</li> <li>• protein shakes and protein-based foods (gym menu) ( Desirable )</li> </ul>
Lunch:	<ul style="list-style-type: none"> <li>• 4 hot meals (Red meat, chicken, fish, vegetarian)</li> <li>• Soup and pasta varieties.</li> <li>• Pizzas and burgers</li> <li>• Sandwiches (Cold /Warm in addition to Made to Order/Ready Sandwiches)</li> <li>• Salad bar ( Optional )</li> </ul>

- Proposed weekly menu should be submitted for review and approval by the cafeteria focal point or Staff Association (SA) by Friday of each week.
- The selected Contractor should ensure that the lunch menu should be different for each day for a period not less than 1 weeks (5 working days).
- The selected Contractor shall provide Made to Order / Upon request (Cold) Sandwiches and shall also ensure that a wide variety of Sandwiches is offered on daily basis.
- All offered Sandwiches shall include all fillings and toppings that normally accompany each type of sandwiches.



- The selected Contractor should prepare the items at its own premises (hot meals) and transport them SAFELY to the UNHCR Facilities, on a daily basis in hygienic and covered containers by special transport means such as refrigerated vehicles.
- The selected Contractor, and during the implementation of the Contract, may suggest substitutes and or additional varieties of food (Plat du jour, sandwiches etc..) in coordination and with the approval of CC/SA. However, prices and relevant weights of the proposed varieties should be set after establishing similarity/equivalency with the already priced List of Food and Range of Services as benchmark.
- The Selected Contractor should offer food in accordance with the agreed upon weights and prices, regular spot checks on the weights, quantity, prices and quality of food offered shall be conducted by UNHCR. **UNHCR has a strict policy against variances in prices, quantity and quality of food offered.**
- All pre-prepared food must be transported in hygienic and covered containers by special transport means such as refrigerated vehicles.
- Sufficient quantities of food and beverage should be available all the time at the UNHCR catering facilities.

## B. SPECIAL FUNCTIONS

Special functions are held from time to time in the form of cocktail receptions, luncheon, dinners, buffets or coffee breaks. For all special functions catered by the Contractor that take place in the UNHCR, the Contractor shall be required to remit to UNHCR a special function charge.

There are three categories of special functions:

### 1. Official Receptions or Functions

As and when required, UNHCR and United Nations Specialized Agencies/Partners are entitled to have food and/or beverages which are not supplied by the Contractor, served at the UNHCR Catering Facilities. The Contractor may be requested to provide food and beverages for official functions. The Contractor will be paid for costs of such services in accordance with the charges rates specified in a price list of food and range of services.

### 2. Non-official or third-party Receptions or Functions approved by the UNHCR,

Non-official receptions or functions are defined as those paid for by the third parties other than UNHCR or the United Nations Specialized Agencies/Partners, approved by the UNHCR. For this type of functions, the Contractor may be requested to provide full catering services as per the charges rates specified in the Price list of food and range of services. Payment to the Contractor will be made directly by such third parties organizing the non-official functions.

### 3. Staff Functions and Special Meal Day

UNHCR and the United Nations Specialized Agencies/Partners, as well as the Staff Council, are authorized to hold functions and are permitted to supply their own food and use the cafeteria facilities upon approval from cafeteria focal point. A Special Meal Day or special food-thematic day should be planned and organized by the Contractor upon the request of Cafeteria focal point/SA.

#### 4. Type of food

The type of food and range of services which are required from the Contractor are described in the price list of food and range of services. The type of food and range of services could change and be flexible within the offered price list subject to approval of Cafeteria focal point/SA.

## VI. OTHER REQUIREMENTS

### A. CONTRACTOR'S PERSONNEL

The onsite team should be comprised of a minimum of 5 persons, supervisor, cashier, a chef, a delivery person, and a cleaner.

1. The Contractor shall supply all personnel to operate the UNHCR Catering Facilities and provide the services required:

(a) The proposer may be requested to submit CVs for the supervisor and cook proposed for the UNHCR Catering Facilities, meeting the following mandatory requirements:

- Supervisor: Minimum of high school diploma or technical diploma in addition to a related experience in similar operation with working knowledge of English.
- Cook: Minimum of high school diploma or equivalent technical diploma in addition to a related experience with working knowledge of English.

The Contractor shall ensure that its personnel discharge their functions and conduct themselves at all times both in appearance and a manner befitting the image and interests of UNHCR.

(b) Be responsible for the professional and technical competence of its employees and shall select, for work under this Contract, reliable individuals who will perform effectively in the implementation of this Contract, will respect local customs and will perform in accordance to a high personal standard of moral and ethical conduct.

(c) Before the commencement of the Contract, and subject to clearance from UNHCR Public Health Unit the contractor shall ensure that all its employees undergo at the Contractor's expense a medical examination certifying them as fit to handle food, prior to employment at the UNHCR. Such medical examinations shall be taken on a regular basis and upon the request of UNHCR Health Unit during the term of the contract at the contractor's expense.

(d) The supervisor and cook being recruited may be interviewed by UNHCR prior to such assignment in the UNHCR Catering Facilities. The approval by UNHCR of personnel assigned to the UNHCR Catering Facilities shall neither impose any liability on UNHCR nor relieve the Contractor of any of its obligations under this Contract. UNHCR reserves the right to reject without cause any proposed or existing employee for the UNHCR Catering Facilities.

(e) Ensure that all its staff wear the appropriate clean uniforms as approved by UNHCR, and that the contractor's employees engaged in preparing food wear gloves and a head-cover.

(f) Not engage in any unlawful employment.

(g) Not enter into any labor or other contract which includes provisions in contravention of the contract with UNHCR.

(h) Notify UNHCR within 24 hours in writing should the Contractor learn that any of its employees working in the UNHCR Catering Facilities engages in any misconduct or violation of the Contract terms.

(i) All personnel employed by the Contractor and/or its subcontractors shall abide by all security regulations of the UNHCR and shall be subject to security checks as may be deemed necessary.

(j) In its proposal, the contractor shall provide a judicial report for the proposed employees.

(k) For indicative purposes only, the current cafeteria operation is run by a minimum of 5 full-time on-site personnel on a daily basis. Additional staff should be brought in for events and official functions.

2. The Contractor shall assign a full-time employee to act as Supervisor of the UNHCR Catering Facilities who, on behalf of the Contractor, shall have the primary and final responsibility for the quality of all work performed under this Contract. The Supervisor should be present in UNHCR on a daily basis, and in case of absence, the Contractor should inform UNHCR in advance, and should offer a replacement during the supervisor's absence.

3. UNHCR reserves the right to request, in writing, the removal of any of the Contractor's personnel working at the UNHCR under this Contract for conflict of Interest such as being a member of UNHCR People of Concern (PoC), misconduct, security reasons, or any overt evidence of communicable disease. Removal of the Contractor's employees for reasons stated above will not relieve the Contractor from responsibility for total performance.

(a) All costs and expenses resulting from the removal, withdrawal or replacement, for whatever reason, of any of the Contractor's personnel shall be borne by the Contractor.

(b) Any request by the UNHCR for withdrawal or replacement of the Contractor's personnel shall not be considered a termination of this Contract, in whole or in part.

4. UNHCR may provide security passes for each employee of the Contractor working at the UNHCR Catering Facilities. All employees of the Contractor must abide with the applicable UNHCR security measure when entering to UNHCR Catering Facilities.

5. The Contractor shall submit to UNHCR "no criminal record" for all its personnel five days prior to commencement of services at the UN. Such certificates will be renewed when required.

6. Applications for ground passes for the Contractor's personnel will be considered, approved and issued only when the certificates of "no criminal records" are received.

7. In case any of the Contractor's personnel with access to the UNHCR premises have been charged by a law enforcement agency for any offense other than minor traffic offenses, the Contractor shall provide written notification within 24 hours to the UNHCR Field Security Unit.

8. All Contractor's personnel assigned to perform services at the UNHCR premises should show his/her UNHCR identification card on demand to an authorized staff and that such ID should be worn visibly while in the UN premises. The bearer of ID will be subject to all UN rules and regulations concerning access to premises and should comply with all instructions from UNHCR Field Security Unit.

9. The Contractor shall comply with all applicable laws and all rules, in particular the Lebanese Labor law and all governmental decrees related to employment and employees rights for salary increase, social security, annual, maternity and sick leave, transportation etc. The Contractor shall also comply with all applicable laws, rules and regulations relating to employment of foreign Personnel to perform services under the contract.

10. The successful Contractor in dealing with the UNHCR shall comply with the UN Supplier Code of Conduct which will form an integral part of the Contract to be entered into with such successful contractor.

11. Contractor's proposed personnel and replacement mechanism:

(a) The contractor should exert all efforts to maintain the proposed personnel.

(b) The contractor shall provide immediate alternate replacement coverage, acceptable to the UNHCR, of his staff on leave vacation, sickness and on holidays which will be included in the cost of the contract, at no additional cost to the UNHCR.

(c) Personnel may be substituted, however with equally or more qualified ones. The Contractor shall submit CVs for UNHCR's review. UNHCR may interview the proposed replacement based on which UNHCR would approve or reject the proposed personnel.

## B. INTERRUPTIONS

UNHCR does not guarantee any of the following:

- Un-interruption of UNHCR activities.
- Unrestricted access to the UNHCR buildings.
- Uninterrupted provision of utilities including electricity, water, ventilation, waste lines, however, UNHCR shall make reasonable efforts to restore any interrupted service.
- Protection against loss of perishable goods and/or profits during utilities interruptions or access restrictions.
- Minimum purchases or monetary ceiling.

## C. DISRUPTION OF SERVICE

Whenever the Contractor has knowledge that any actual or potential labor dispute or other occurrence or event threatens to delay or is delaying the proper and timely performance of services under this Contract, the Contractor shall immediately give notice thereof to UNHCR.

The Contractor shall provide the food and beverage service consistent with the hours, days and type of operation specified in this Contract, except when provision of services is prevented by an act of nature, or interruption of utilities on UNHCR premises.

## D. REPORTS

UNHCR reserves the right to request at any time all independent audit of all records pertaining to Operation of the UNHCR Catering Facilities by the Contractor. This audit would be conducted by UNHCR.

## E. ENVIRONMENTAL ISSUES

The Contractor should consider environmental concerns when dealing with food. All garbage should be

sorted into “organic waste”, “plastics” or “metal” and the use of plastics plates and utensils is discouraged. UNHCR is an environmentally friendly organization.

## F. TERMINATION OF CONTRACT

### 1. Termination at Will

UNHCR may terminate this Contract prior to the expiration of the contract by giving not less than thirty (30) days notice in writing, to the Contractor of its intention to terminate this Contract.

The Contractor may terminate this Contract prior to the expiration of the contract by giving not less than one hundred and twenty (120) days notice, in writing, to UNHCR of its intention to terminate this Contract.

### 2. Termination for Cause

In the event that the Contractor defaults in the performance of its obligations under this Contract or otherwise fails to observe the terms and conditions of it as determined by UNHCR. UNHCR may so notify the Contractor in writing; if the Contractor has not rectified the default or failure within fifteen (15) days of the Contractor receiving the notice, UNHCR may terminate this Contract after giving the Contractor a minimum of a further fifteen (15) days written notice.

## VIII- PERFORMANCE EVALUATION AND REVIEW.

1. The responsibility in the oversight, monitoring and management of the performance of cafeteria services shall rest with UNHCR designated bodies being the cafeteria focal point and Staff Association. The later bodies will be the focal point for communications between the Organization and the Contractor.

2. Moreover, UNHCR may formulate recommendations regarding:

- (d) Pricing including evaluating the prices offered by the Contractors compared to competitors
- (e) Quality, selection and quantity of food and beverages served during the Contract period.
- (f) Suggestions and complaints received from clients
- (g) Examine menu and service suggestions and appropriate pricing
- (h) Improvements, including quality and hygiene
- (i) Modification to the Scope of Services and its annexes

Regular meetings may be scheduled between The Selected Contractor and UNHCR to monitor the progress of the Contract and to ensure smooth running of the Cafeteria Operations.

## ATTACHMENT I

Performance Indicators	Rating	Comments	Recommended Actions
1. Variety of Menus	Good/Average/Bad		
2. Cleanliness & Hygiene	Good/Average/Bad		
3. Conformity of size of portion to Contract	Yes/No		
4. Conformity of prices to Contract (price list hanged on bulletin board)	Yes/No		
5. Client Orientation	Good/Average/Bad		
6. Conformity of personnel with proposed staffing chart	Yes/No		

*N.B.: More than 5 low ratings may result in discontinuation of the contract.*