

ANNEX I

Terms of Reference (TOR) for Rehabilitation of 8 Schools in Sabha

1.0 Summary

Type of Contract	Institutional Contract	
Title	Request for Proposal (RFP) for rehabilitation of 8 Schools in Sabha City.	
Purpose	To identify and select experienced and technically qualified contractors that have operations in Libya, who are interested in the Rehabilitations of Schools in Sabha City, Libya. It is expected to select one contractor per each lot. The table below indicates the name, location and lot of the Eight schools.	
	LOT	School Name
	Coordination	
1	<ol style="list-style-type: none"> Aisha Um Almoameneen Primary School. Al Hureiah Primary School. Al Jumhoreiah Primary School. Al Mahdeiah Primary School. 	<p>27° 2' .00"N 14° 25' 4.56"E</p> <p>27° 3' .82"N 14° 24' 4.52"E</p> <p>27° 2' .36"N 14° 25' .85"E</p> <p>27° 2' 29.04"N 14° 26' 4.00"E</p>
2	<ol style="list-style-type: none"> Al Nasserreiah Primary School. Khalid Ben Alwalis Primary School. Tariq Ben Zyad Primary School. Salah Eddin Al-Ayubi Primary School. 	<p>27° 1' 27.90"N 14° 27' 47.03"E</p> <p>27° 1' 20.42"N 14° 27' 24.47"E</p> <p>27° 1' 59.28"N 14° 26' 1.17"E</p> <p>27° 2' 7.22"N 14° 26' 7.96"E</p>
Location	Sabha City	
Duration	<p>It is expected to complete the project in Nine (09) months including the Defect Liability Period (DLP). The project shall include:</p> <ul style="list-style-type: none"> Construction and rehabilitation work, which shall be substantially completed in Three (03) months counted from the signature of the contract. At this stage, UNICEF will issue a Certificate of Substantial Completion, and will hand over the facilities to the Ministry of Education. The DLP of Six (06) months, which shall be counted from issuance of The Certificate of Substantial Completion (see above). At this stage, UNICEF will issue a Certificate of Final Completion and the contract will be closed. 	
Start Date	As soon as the contract signed	
Reporting to	UNICEF's Construction Engineer	
Budget Code	SC180824	
Project and activity codes		

2.0 Background/Justification

These rehabilitation works are inscribed in the letter of MoE Sabha Office which addressed to Sabha Municipality on 03/09/2019 for approval of 8 schools' rehabilitation in Sabha, also in Sabha Municipality letter to UNICEF on 14/09/2019 respectively requesting UNICEF to provide rehabilitation works along with BoQs for 8 schools.

As indicated in the Humanitarian Response Plan 2018, there are 489 schools have been affected by the crisis of which 40 have been fully damaged, 423 partially damaged and 26 are accommodating internally displaced persons (IDPs) affecting the education of 267,000 children. In line with UNICEF Education program, UNICEF will be improving the learning environment in schools to improve the quality of education. UNICEF rehabilitation program includes improving water and sanitation services in schools that will provide

children with safe learning environment and increase their access to education opportunities particularly girl students.

The Organization is implementing rehabilitation/maintenance projects of schools - mainly Water, sanitation and Hygiene(WASH) facilities –and health centers in Benghazi, Tripoli, Sirte, the southern cities of Libya and plan to extend the projects to other locations upcountry. Therefore, organization requires expertise of field construction/civil Engineer to coordinate all the rehabilitation related program in the country.

WASH service providers (municipalities and local government units) require complementary support in meeting the WASH needs of the affected people. Needs are particularly urgent in the South of Libya. The quality and efficiency of education and the disparities among geographic regions despite the high financial investment devoted to education are issues of concern. Special attention is needed to the South cities, which suffered from marginalization, displacement and the negative effect of the protracted conflict.

3.0 General

UNICEF Libya seeks to establish contracts with competent and technically qualified local contractors to achieve the appropriate and sufficient of rehabilitation of 8 Schools in Sabha, Libya, as described in the documents attached (BoQ and SoW).

4.0 Subcontractors

It should be noted that subcontracting of works is discouraged for these schools rehabilitations program. If the bidders intend to subcontract one or more parts of their habilitation works, this must be clearly stated by the bidder in its tender documents. Even if sub-contracting may be permitted, the bidder must intend to carry out the major part of the services itself. The total value of the sub-contracted part of the services must not exceed 30% of the Contract value and the subcontractor must not subcontract further.

4.1 Approval / Rejection

UNICEF reserves the right to review proposed subcontractors for a period of ten (10) calendar days before providing notice of approval or rejection of any or all subcontractors. UNICEF reserves the right to reject any or all subcontractors proposed if their participation in the project may cause damage to the interests of UNICEF. The Construction Company agrees to promptly replace any subcontractor rejected by UNICEF under this clause.

4.2 List

In the event the Construction Company will use subcontractors to execute portions of the works, the agreement, scope and extent of the works between the Construction Company and the subcontractor must be attached to the tender, including pricing.

5.0 Scope of Works to be provided

The following description of the scope of works intends to convey a general understanding of the work required. Please note that the items mentioned below are generic and will vary based on the specific needs of each school:

- Supply and install any damaged ceramic floor & wall tiles, W/C units including its accessories, drainage

system, hot and cold-water supply piping, including all fittings & sanitary accessories.

- Supply and apply new plastering when necessary and shall be cured as required.
- Remove damaged doors and supply and replace with approved high quality ones including all accessories.
- Remove all false ceiling and supply and replace with approved ones.
- Remove all damaged aluminum windows and supply and replace with new ones.
- Supply and replace all broken windows glasses.
- Supply and replace/Maintenance any damaged steel structure including its accessories with similar or higher specifications.
- Supply and replace all damaged block work as directed by UNICEF Engineer.
- Supply and install (Spilt units)Air-conditioning
- Clean site area and dispose-off all debris and leave site area tidy.
- Quality Control shall be implemented during maintenance.

6.0 Personnel

6.1 Removal of Personnel

The Contractor shall maintain discipline at the site and at all times, take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst those employed at the site and for the preservation of peace and protection of persons and property.

6.2 Security

The Contractor is responsible to carry out a security check on all staff to be employed for these works.

7.0 Standards of Conduct

- General.** The Contractor shall maintain satisfactory standards of employee competency, conduct, cleanliness, appearance and integrity and shall be responsible for taking such disciplinary action with respect to employees as may be necessary. Each Contractor staff member is expected to adhere to standards of conduct that reflect credit on themselves, their employer and UNICEF. UNICEF reserves the right to direct the Contractor to remove an employee from the worksite for failure to comply with the standards of conduct. The Contractor shall immediately replace such an employee to maintain continuity of services at no additional cost to the UNICEF.
- Neglect of duties shall not be condoned.** This includes sleeping while on duty, unreasonable delays or failures to carry out assigned tasks, conducting personal affairs during duty hours and refusing to render assistance or cooperate in upholding the integrity of the worksite security.
- Timeline for the completion of the project.** The timely achievement of the project is of utmost importance for UNICEF. A contractual timeline will be part of the agreement signed with the successful bidders (please refer to the General conditions of contract for further details on the contractual documents). Penalties for delays will be strictly enforced as per the General conditions of contract.
- Disorderly conduct, use of abusive or offensive language, quarrelling, intimidation by words, actions, or fighting shall not be condoned.** Also not condoned is participation in disruptive activities which interfere with normal and efficient UNICEF operations.
- Intoxicants and Narcotics.** The Construction Company shall not allow its employees while on duty to possess, sell, consume, or be under the influence of intoxicants, drugs or substances which produce similar

effects.

- f) **Criminal Actions.** The law will be applied to the Construction Company's employees incurring in criminal actions. Including but not limited to the following actions: falsification or unlawful concealment, removal, mutilation, or destruction of any official documents or records or concealment of material facts by willful omission from official documents or records; unauthorized use of UNICEF property, theft, vandalism, or immoral conduct; security violations; unethical or improper use of authority or credentials; and organizing or participating in gambling in any form.

8.0 Tools and Equipment

The Construction Company shall provide all necessary tools, instruments and equipment to execute the works. These must be available for the contractor's use during the execution of works.

9.0 Site Manager

The entire operation of the rehabilitation of 8 Schools shall be superintended by a qualified Site Manager, who shall maintain a close contact with the designated representative of UNICEF on site in order to coordinate the performance of the Rehabilitation works with the needs of UNICEF. The Manager is responsible for:

- Manage the overall work schedule and work schedules of individual staff on site
- Report on progress to UNICEF's Construction Engineer.
- Document and report on progress of works on a daily basis in the daily site diary record
- Document and report progress of works on a monthly basis
- Monitor / manage corrective and preventive services on site
- Monitor/Inspect activities and personnel on site
- Implement controls determined in the site management Plan

10.0 Quality Control

The Construction Company shall institute an appropriate inspection system including control tables of duties to ensure the predetermined duties are carried out by the staff. Any shortcomings and/or substandard conditions noted in such inspections shall be promptly corrected and improved; any conditions beyond the responsibility of the Construction Company shall be brought to the attention of UNICEF's representative on site for disposition.

UNICEF shall provide supervision team to supervise day to day works and to make sure works meet the requirements of the project in terms of QA/QC. UNICEF shall assign an external entity such as CIR in order to grantee independent QA.

11.0 Payment

11.1 Invoices

All invoices should attach a copy of the monthly progress of works report. The monthly reports shall bear the signatures of the Construction Company's site Manager, and the UNICEF Engineer on site. Invoices shall be submitted as articulated in article 24 of the general conditions of contract.

11.2 Detail of Payment Requests

Each application for payment, which shall be made no more frequently than monthly, unless otherwise provided herein, shall cover the agreed rates as per the proposer's submitted priced bill of quantities, and in accordance with the general conditions of contract.

11.3 Payments to Subcontractors

The Construction Company shall make timely payment from the proceeds of the progress or final payment for which request is being made, to his subcontractors where applicable and all suppliers in accordance with the Construction Company's Contractual arrangements with them.

11.4 Payment

Payment shall be effected within 30 days of receipt of invoice.

13.0 INSTRUCTIONS TO BIDDERS

13.1 Overview of the Bidding Process

The bidding procedure shall comprise of three (3) stages;

- i. Request for Proposal
- ii. Evaluation of the RFPs
- iii. Award of Contracts

Proposals must be submitted in English. Proposals must be submitted by Email to

supply.libya@unicef.org

Potential bidders are recommended to visit the designated school sites prior submitting their proposals.

UNICEF will evaluate each proposer's submission, and based on the technical capacities of each of the proposers, recommend the award of each ACTIVITY to the best value for money proposal based on the proposal obtaining the highest cumulative score (technical + financial). **Contractors can submit quotations for one or more school under each of the two lots. It is expected to select one contractor for each lot. One contractor could be awarded 2 lots. UNICEF will decide on best awarding options.**

13.2 Technical Proposal

The Bidder must provide sufficient information in the proposal to demonstrate compliance with the requirements set out in each section of this Request for Proposal (RFP). The proposal shall include the following documentation, as per Annex 1:

- the Bidder's General Information (C.1.1), Financial Information for the last 3 years (Paragraph C.1.2); Experience and References (Paragraph C.1.3); Works in Hand (Paragraph C.1.4); the Company Assets (Paragraph C.1.5); and Details of Key Personnel (Paragraph C.1.6), together with relevant supporting documentation. In addition to Project Timeline and Company' QA&QC manual and Safety Plan.

13.3 Financial proposal

The Financial Proposal must contain the following documentation, as per Annex 1:

- The duly filled in Fixed Itemized Price form (Bill of Quantities) including the list of any additional services that the bidder find relevant to the management of the project in order to achieve the objective of the service.

13.4 Evaluation of proposal

Following closure of the RFP, technical proposals will be evaluated by the evaluation team composed of members from UNICEF - The evaluation will be restricted to the contents of the Technical and Financial Proposals and the reference checks.

All proposals shall comply in full with the following administrative requirements:

- Be a registered construction company in Libya and must possess the relevant and valid registration certificates
- The Bidder shall demonstrate financial status of the company for the recent (3) years.
- Have reasonable years of experience in construction
- Have successfully carried out a prominent construction/rehabilitation project in the last three years, and is able to provide a proof of implementation of such projects.
- The Bidder shall submit a copy of its current Professional Indemnity and Public Liability Insurance Certificates.
- The Bidder shall submit QA&QC plan for the company.
- The Bidder shall submit detailed, current Resumes of staff forming the proposed Project Team. The Resumes should clearly state the responsibility and sizes of projects undertaken by each person. The Resumes should demonstrate each person's suitability and capability for the work for which they will be responsible.
- Prove of construction works executed directly by the bidder in Benghazi and/ or other cities.
- The Bidder shall submit proposed organization charts for the provision of the Services showing the lines of responsibility and communication amongst the Consultant's key personnel, between the Consultant and the Client, and between the Consultant and other consultants.
- The Bidder shall submit deployment schedule for the project. The deployment schedule shall be presented in bar chart form covering the whole period during which the Services are to be provided.
- The Bidder shall submit a Letter of Transmittal [maximum 2 (two) pages].

Proposals that don't meet all the criteria above will be disqualified. Administrative compliant offers will be considered for technical evaluation.

14.0 Special Conditions:

14.1 General Conditions of Contract

The proposer shall accept all terms and conditions as outlined in the UNICEF general conditions of contract for construction works (part of Annexes), which be form part of the contract.

14.2 Program of Works

Prior to the issuance of a contract, the proposer shall submit an updated and specific program of works for the particular ACTIVITY, which should reflect the durations provided in the original proposal. Should UNICEF, during the progress of works require further modifications to the program of work, the proposer shall review the said program. The proposer shall also whenever required by UNICEF, submit particulars in writing of the proposer's arrangements for the execution of the works as the case may be.

The submission of such programs, or any modifications thereto, or the particulars required by UNICEF, shall not relieve the proposer of any of his duties or obligations under the contract nor shall the incorporation of any modifications to the program of work either at commencement of the contract or during its course necessarily entitle the proposer to any additional payments in consequence thereof.

Awarded proposers shall provide progress updates to UNICEF every one week, and maintain a record of progress of works on site on a daily basis.

14.3 Mobilization to Site

The bidders shall indicate, as part of their technical proposal, the mobilization period or preparation lead-time required for each of the lots for which a proposal has been submitted. The mobilization time should include all activities required to be fulfilled for the works to effectively start on site.

14.4 Quality Control on Site

The bidders must provide an overview of their quality control policy, materials handling, records keeping, implementation and monitoring procedures and processes. This quality control plan will be carefully evaluated in the proposal and closely monitored during execution. UNICEF may request the successful bidder to submit an updated quality control plan before the commencement of works if deemed necessary.

14.5 Pricing of Works

The Financial Proposed and the unit prices therein are not subject to any adjustment or revision because of price or currency fluctuations, the actual costs incurred by the Contractor in the performance of its obligations hereunder or modifications to this Contract or the Contract Documents without a duly signed amendment in accordance with Article 64 of the general conditions of Contract.

The quantities given in the Bill of Quantities are provisional. Scope of Works based on unit prices in the BoQ will prevail shall a difference arise.

14.6 Validation of Offers

The proposers will be requested to validate their offers prior to award. Once the works have been awarded no increase in costs will be entertained by UNICEF as explained in the General conditions of contract.

14.7 Contract Award

Unless specifically mentioned in the RFP, all works are to be contracted on a lot basis, based on the best value for money combination, and the assessed technical capacities of the lowest bidder (s). The scope of works can be amended at the time of award.

Annex 1: Technical and Financial Proposals

TECHNICAL PROPOSAL

C.1 Bidder General Information

The following information is considered an integral part of this submission and must be provided for the Proposal to be considered. The information should be provided according to the sample format.

C.1.1 Bidder's General Information

Name and Title of Contact Person	_____
Address of Contact Person	_____
Telephone number of Contact Person	_____
Email of Contact Person	_____

C.1.2 Bidder's Financial Details

Registration Certificate: (Contractor to provide copy of Certificate of Incorporation, partnership or Joint venture and or Business Certificate issued by the Government of Libya)

Financial Statement: Contractor to provide certified copy of audited accounts for the last 3 years (2015,2016 and 2017)

Financial Information in USD	Previous three (3) Years			Remarks
	2016	2017	2018	
Total Assets				
Current Assets				
Total Liabilities				
Current Liabilities				
Profits before Taxes				
Profits after Taxes				

Annual Turn-over Information (Last three years)		
Year	Turn-over	Remarks
2018		
2017		
2016		
Adequacy of Working Capital		
Source of credit line	Amount	Remarks
Total		

C.1.3 Experience and References

CONTRACTOR'S PROJECT TRACK RECORD FOR THE LAST THREE (3) YEARS. <ul style="list-style-type: none"> • <i>Include only projects where the company was the main/prime contractor</i> • <i>Provide proof e.g attach completion certificates and or copies of contract</i> • <i>Include only projects concerning building construction and /or rehabilitation</i> • <i>Include contact email and telephone number of the project owner</i> 			
Project Description	Contract Value (USD)	Project Duration [From...To]	Name & Contact Details of Client's representative

TOTAL VALUE OF PROJECTS COMPLETED EACH YEAR, FOR THE LAST THREE (3) YEARS. <ul style="list-style-type: none"> • <i>Include only projects where the company was the main/prime contractor</i> • <i>Provide proof e.g attach completion certificates</i> 		
Year	Countries of Operation	Total Value of Works
2015		
2016		
2017		
Total Contract Value for The Three Years (USD)		

C.1.4 Works in Hand

<p>CONTRACTOR'S DETAILS OF CURRENT WORK IN PROGRESS.</p> <ul style="list-style-type: none"> • <i>Include only projects where the company was the main/prime contractor</i> • <i>Provide proof e.g attach completion certificates and or copies of contract</i> • <i>Include only projects concerning building construction and /or rehabilitation</i> • <i>Include contact address and telephone number of the project owner</i> 			
Project Description	Contract Value USD	Project Duration [From...]	Name & Contact Details of Client's representative

C.1.5 Company Assets

<p>CONTRACTOR'S LIST OF EQUIPMENT.</p> <ul style="list-style-type: none"> • <i>List down all company equipment (concrete mixers, vibrators, dump trucks, loaders, dozers, etc) proposed for carrying out the works</i> • <i>Provide copy of proof of acquisition (purchased or leased)</i> • <i>The contractor should consider possibilities of multi-sites simultaneous construction</i> 			
Equipment Description (include type/name, make, plate/serial number and year of manufacture)	Equipment Capacity	No. of Units	Acquisition (owned or Leased)

C.1.6 Details of Key Personnel

CONTRACTOR'S KEY TECHNICAL PERSONNEL.			
<ul style="list-style-type: none"> • <i>List down all key company personnel (Names, Qualifications, designation/position, years of experience, etc),proposed for carrying out the works</i> • <i>Provide copy of company's organization chart (organogram)</i> • <i>The contractor should consider possibilities of multi-sites simultaneous construction</i> • <i>Attach CVs for the Proposed Key Personnel</i> 			
Names	Position	Qualifications	Years of experience in proposed position

Financial Proposal

UNICEF will not be held responsible for any duties, taxes or other levies including Value Added Tax for which the Construction Company may be liable in the course of the Contract. All duties, taxes, or other levies must be included in the fees as shown in the Financial Proposal.

C.3 Fixed Itemized Price

Bill of Quantities Attached as a separate Annex will be used for the completion of the financial proposal. Please note that the costs provided in the priced Bill of Quantities will include, though not be limited to;

- all costs and benefits related to labour
- Head office overhead charges
- Travel expenses to remote sites
- Time lost due to inclement weather
- Bonuses and all other incentive payments
- Contribution to training levy and all statutory contributions
- Contributions for annual and public holidays
- Fares and time allowances for traveling
- Safety and welfare facilities
- Workmen's compensation and third party liability insurance's, sick pay or insurance in respect thereof
- Obligations for redundancy payments
- Tool allowance
- Use, repair and up keeping of small tools
- Protective clothing and safety personnel protection

Reporting

The Construction Company will report to the UNICEF Construction Engineer on site.

Time Frame:

- Three (03) months for Construction and rehabilitation works of each lot.
- Six (06) months for the Defects Liability Period.

Location: Sabha City in Libya

Expected Deliverables Timeframes:

The indicative deliverables/tasks cover the scope of works expected to be delivered by the Construction Company. These are the deliverables, which will trigger payments as follows:

Payment No	Milestone No	Description of mile stone	Payment
01	Mile stone 01	Work progress obtained (100 % of the work is completed and proper handover is undertaken)	90% upon substantial completion of works and issuance of Certificate of Substantial Completion (DLP start as from this date)
02	Mile stone 02 (end of the defect liability period)	The contractor to provide 10% of the total budget upon substantial completion of the work, this guarantee to ensure DLP in place.	The 10% will be Pay to the contractor upon work progress obtained; and issuance of Final Completion Certificate.

Policy both parties should be aware of:

- No job may commence unless the Purchase Order is signed by both UNICEF and the Contractor.
- The Construction Company is not entitled to payment of overtime. All remuneration must be within the purchase order.
- The Construction Company will not have supervisory responsibilities or authority on UNICEF budget.
- All appropriate and formal approvals must be received by UNICEF before any materials are finally used on site.
- Payment for the job done will be made only after it is fully certified that the job is satisfactorily done.

General Conditions: Procedures and Logistics:

- The Construction Company is expected to be equipped with the appropriate tools of the trade.
- The Construction Company must make arrangements for their own transportation to and from project sites.
- All completed products are the property of UNICEF and cannot be used or replicated without written consent.

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