

ANNEX B:

ToR for Rehabilitations of Three Clinics in Ajdabiya
and Rehabilitation of Two schools in Benghazi

TERMS OF REFERENCE (TOR)

1.0 Summary

Type of Contract	Institutional Contract		
Title	Invitation to bid for the Rehabilitations of (03) Clinic in the east/Ajdabia in and Rehabilitation of (02) Two Schools in Benghazi /Libya		
Purpose	To select experienced and technically qualified contractors, that already have been prequalified by UNICEF, and who are interested in the Rehabilitations of Schools and Clinics in Benghazi& Ajdabia Area, Libya. For management purposes, the project has been divided into two (02) lots.		
	LOT	Project Name	Area
	1	REHABILITATION OF AL MAGROON VILLAGER CLINIC	AL MAGROON/Ajdabia
		REHABILITATION OF AL ZWITENA CLINIC	AL ZWITENA/Ajdabia
		REHABILITATION OF SOLOOQ CLINIC	SOLOOQ/Ajdabia
	2	REHABILITATION OF SHEMS AL GHAD NURSARY SCHOOL	BENGHAZI
		REHABILITATION OF SHUHDA AL WAJEEB SCHOOL	BENGHAZI
Location	Ajdabia and Benghazi /East of Libya		
Duration	<p>- It is expected to complete Construction and rehabilitation works for the Schools and Clinics in Two months, counted from the signature of the contract.</p> <p>- The Defect Liability Period (DLP) is six months, which shall counted from issuance of Certificate of Substantial Completion.</p>		
Start Date	Anticipated in June 2019		
Reporting to	UNICEF's Construction Engineer		

Budget Code/PBA No	SM180455 +SM170020
Project and activity codes	*****

2.0 Background/Justification

These rehabilitation works are inscribed in the letter of Health Department and divisions which addressed to UNICEF dated 05/12; 11-11-2018 and 21-11-2018 requesting UNICEF to provide rehabilitation works along with BoQs for 3 Clinics as well as the Education Department which addressed to UNICEF dated 1-11-2018. Many Clinics and Schools in Libya were partially damaged due to the Political Crisis and conflict in Libya. These Clinics, Hospitals and Schools need rehabilitation works in order to improve the water and sanitation situation. The rehabilitation works generally include rehabilitation of WASH facilities, repairs and sometimes replacement of windows, doors and glazing, rewiring of electrical systems, changing electrical fittings and replacing roof isolation layers.

The UNICEF has prepared the assessment of each clinic and school and the BoQ for works required in coordination with Local authorities. Based on the Site assessment and the BoQ, UNICEF Libya prepared a Scope of Works (SoW) for each clinic and school. These documents are attached to this tender.

UNICEF Libya will be responsible for the overall project management of the Clinics and School rehabilitation program, and will be responsible for the financial management, including direct payments to each awarded contractor.

3.0 General

UNICEF Libya seeks to establish contracts with competent and technically qualified local contractors to achieve the rehabilitation works described in the documents attached (BoQ and SoW).

4.0 Subcontractors

It should be noted that subcontracting of works is discouraged for these Clinics and Schools rehabilitations program. If the bidders intend to subcontract one or more parts of the rehabilitation 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 and Clinic:

- 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.
- Supply and apply Backfilling Materials
- Supply and Pour Reinforced Concrete for different elements
- Supply and Pour plain Concrete
- Supply and Install Membrane work .
- 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

- a) **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.
- b) **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.

- c) **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.
- d) **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.
- e) **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 works 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 in order to grantee independent QA.

11.0 Payment

11.1 Invoices

All invoices should attach a copy of the final works report. The works report 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 (4) stages;

- i. Request for Proposals
- ii. Evaluation of the RFPs technically based on the evaluation stated in Annex D
- iii. Financial Evaluation 30 points
- iv. Award of Contracts

The technical proposal should be submitted in a separate email and the financial proposal should also be submitted in separate emails. The Proposals to be EMAILED TO supply.libya@unicef.org with subjects:

LRPS-2019-9148652 Technical Proposal (If technical proposal) OR LRPS-2019-9148652 Financial Proposal (If financial proposal)

The reference LRPS-2019-9148652 Technical Proposal must be shown in the subject line of the emails (for the email consisting of the technical proposal) AND The reference LRPS-2019-9148652 Financial Proposal must be shown in the subject line of the email (for the email consisting of the financial proposal)

Note that failure to submit complete proposals may result in invalidation. Proposals received after the deadline will be invalidated. Currency of proposal is United States Dollars.

Financial Proposals should be received for each lot separately. Bidders can send proposals for more than one lot, but proposals to each lot need to be provided separately.

Partial price bids within a Lot will be INVALIDATED. For example, if a bidder is interested in submitting a bid for Lot 1, they will be required to submit prices for 2 schools within the Lot (and for the 3 health centres within the lot) and not just one school or one health centers within the respective Lot.

Potential bidders are recommended to visit the Clinics & schools sites prior submitting their bids.

UNICEF will evaluate each bidder's submission, and based on the technical capacities of each of the bidders, recommend the award of each lot to the lowest financial offer of administratively compliant offers.

13.3 Financial Bid

The Financial Bid 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 Bids

Following closure of the RFP, Bids will be evaluated by UNICEF.

All bids 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 successfully carried out a prominent construction/rehabilitation projects 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.
- 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 written confirmation from each key personnel that they are available for the entire duration of the contract.
- 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 the method of statement including all material he intended to implemented for the rehabilitation
- 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 further technical evaluation which is based on Annex D.

the proposals that passed the minimum score 49 will be considered for opening their financial offer, then a combined evaluation will be conducted based on 70/30 technical and financial percentages respectively

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 Programme of Works

Prior to the issuance of a contract, the bidder shall submit an updated and specific programme of works for the particular Project, which should reflect the durations provided in the original bid. Should UNICEF, during the progress of works require further modifications to the programme of work, the bidder shall review the said program. The bidder shall also whenever required by UNICEF, submit particulars in writing of the bidder'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 programme of work either at commencement of the contract or during its course necessarily entitle the proposer to any additional payments in consequence thereof.

Awarded bidders shall provide progress updates to UNICEF every two weeks, 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 bid, the mobilization period or preparation lead-time required for each of the Projects 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 bid 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 Bid 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 Bidders will be requested to validate their offers prior to award. The submitted offers shall remain valid for six months from the date of submission

14.7 Contract Award

Unless specifically mentioned in the ITB, all works are to be contracted on a lot basis. The scope of works can be amended at the time of award.

Annex 1: Financial Bids

C.1 Bidder General Information

The following information is considered an integral part of this submission and must be provided for the Bid 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 (2016, 2017 and 2018)

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				
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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 FIVE (5) 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 (LYD/USD)	Project Duration [From...To]	Name & Contact Details of Client's representative

TOTAL VALUE OF PROJECTS COMPLETED EACH YEAR, FOR THE LAST FIVE (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
2018		
2017		
2016		
TOTAL CONTRACT VALUE FOR THE THREE YEARS (LYD)		

C.1.4 Works in Hand

CONTRACTOR'S DETAILS OF CURRENT WORK IN PROGRESS.			
<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 LYD/USD	Project Duration [From...]	Name & Contact Details of Client's representative

C.1.5 Company Assets

CONTRACTOR'S LIST OF EQUIPMENT.

- *List down all company equipment (concrete mixers, vibrators, dump trucks, loaders, dozers, etc) proposed for carrying out the works*
- *Provide copy of proof of acquisition (purchased or leased)*
- *The contractor should consider possibilities of multi-sites simultaneous construction*

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.

- *List down all key company personnel (Names, Qualifications, designation/position, years of experience, etc), proposed for carrying out the works*
- *Provide copy of company's organization chart (organogram)*
- *The contractor should consider possibilities of multi-sites simultaneous construction*
- *Attach CVs for the Proposed Key Personnel*

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:

Two (02) months for Rehabilitations plus six (06) months for the Defects Liability Period.

Location: Ajdabia and Benghazi

Deliverable: 02 Schools and 3 clinics Rehabilitated as per the BoQ and requested approvals/reports.

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	90% upon substantial completion of works and issuance of Certificate of Substantial Completion (DLP start as from this date)	Work progress obtained and issuance of Certificate of Substantial Completion
02	Mile stone 02 (end of the defect liability period)	10% upon completion of the DLP and issuance of the Certificate of Final Completion	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.