

ANNEX - B

**Terms of Reference (TOR)
WASH Facility Rehabilitation of Ras Alghazzal PHC and
Salahuddin PHC**

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1 Summary

Type of Contract	Institutional Contract			
Title	Request for Proposal (RFP) for wash facility rehabilitation of two health facilities, Ras Algazzal primary health care and Salahddin primary health care			
Purpose	To identify and select experienced and technically qualified contractors that have operations in Libya, who are interested in the Rehabilitations of health facility in Libya's west region. It is expected to select one contractor per each lot. The table below indicates the name, location and lot of the 2 health facilities.			
	LOT	Clinic Name	Location	Region
	1	Ras Alghazzal Primary Health Care	Al Garabolly	West
	2	Salahuddin Primary Health Care	Zawyia	West
Duration	It is expected to complete each lot in Nine (09) months including the Defect Liability Period (DLP). The project shall include: 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	July 2021			
Reporting to	UNICEF's Construction Engineer			
Budget Code	SC180824			

2 Background/Justification

UNICEF rehabilitation program includes improving water and sanitation services in primary health care centers that will provide people to good health facilities access.

The Organization is implementing rehabilitation/maintenance projects of primary health care centers - mainly Water, sanitation and Hygiene (WASH) facilities. Therefore, organization requires expertise of field construction/civil Engineer to coordinate all the rehabilitation related program in the country.

3 General

UNICEF Libya seeks to establish contracts with competent and technically qualified local contractors to achieve the appropriate and sufficient of rehabilitation of 18 Schools in East, South and West of Libya, as described in the documents attached (BoQ and SoW).

Overview of the Bidding Process the bidding procedure shall comprise of three (3) stages;

1. Request for Proposal
2. Evaluation of Submitted Offers (Technically and Financially)
3. Award of Contracts

4 Scope of Works (SoW)

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.

5 Instructions to Bidders

Proposals must be submitted in English by Email to:

supply.libya@unicef.org

Bidder requiring a clarification of the documents must notify UNICEF by email not later than two weeks before the proposal submission date. Any request for clarification by email shall be sent to: **LBY-Procurement@unicef.org** UNICEF shall respond by email to such requests, and copies of the response shall be sent to all invited contractors.

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.

7 Preparation of Proposal

Contractors can submit quotations for one or more lot. It is expected to select one contractor for each lot. One contractor could be awarded 2 lots or more. UNICEF will decide on best awarding options.

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

7.1 Technical Proposal

Your technical proposal shall provide the following and any additional information, using the format attached in Appendix.

- The Bidder's General Information (C.1.1).
- Company legal documents.
- Financial Information for the last 2 years (C.1.2), in addition Company audit in past 2 years.
- Experience and References (C.1.3).
- Works in Hand (C.1.4).
- the Company Assets (C.1.5).
- Details of Key Personnel (C.1.6), together with relevant supporting documentation (CVs).
- Project Timeline.
- Company' QA&QC manual.
- Company Health and Safety Plan (HSE).

7.2 Financial Proposal

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.

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.

8 Proposal Evaluation

A two-stage procedure shall be adopted in evaluation the proposals. The technical evaluation shall be carried out first, followed by the financial evaluation.

8.1 Technical Evaluation

The technical evaluation committee appointed by UNICEF shall carry out its evaluation, applying the evaluation criteria and point system specified in the criteria data sheet. Company scoring less than 49 points out of 70 points shall be rejected and their financial proposal will not be opened.

Bullet point system will be adopted for the technical evaluation and against the following criteria

No	CATEGORY	MAXIMUM POINTS
1	Experience as a contractor Delivering similar works, e.g. the rehabilitation of Schools, Hospitals, Health Centres, Police Stations, and other related building works; Total Assigned Score	21
1.1	Number of years operating as building contractor for similar works in Libya (Evidence of Company Registration) 1-3=2; 4-5=4; > 5=6	6
1.2	Experience Providing Similar Services to other International Organizations or governmental institutions, Number of Projects 1-2 =2; 3-5=4; > 5=6	6
1.3	Experience Providing Similar Services to UNICEF	2
1.4	Provision of Audit Financial Reports for the past 2 years (Bank Statement will NOT Consider as Audit)	2
1.5	Positive Reference checks for similar works done in the past three years, three references. 1=1; 2=3; 3=5	5
2	Proven experience in Libya; Total Assigned Score	10
2.1	Providing a List of the Last Five Projects of similar Nature with Email and Telephone Information for The Clients 1=1; 2=2; 3=3; 4=4; 5=5	5
2.2	Experience of executing similar works within project region	5

3	Health Safety Environment (HSE) Plan, Work Plan, Personnel, Equipment and Quality Control Measures to be used.	33
3.1	Contractor HSE plan showing the overall approach to be adopted in the execution of the works;	4
3.2	Detailed sequential programme of works from mobilization to substantial completion of the works to achieve the stated timeline for the completion of works;	8
3.4	Detailed list of personnel proposed for the execution of the works, including the CVs and profiles of the key technical project personnel that will be assigned to each of the proposed sites;	8
3.5	Detailed equipment list (owned or leased). The equipment proposed should be sufficient in scope to achieve the timely completion of the works, with consideration for concurrent operations where more than one site is proposed;	8
3.6	Detailed quality control plan to be used in the execution of the works, addressing handling of materials, workmanship and record keeping on site to track daily progress.	5
4	Overall response Total Assigned Signed Score	6
4.1	Overall concord between UNICEF requirements and proposal, including the bidder demonstration financial capability	3
4.2	Understanding of UNICEF requirements	3
Technical Evaluation Total Scores		70

8.2 Financial Evaluation

The technical evaluation committee will submit its report to supply chain section indicating which companies are technically passed. Supply chain section will carry out the financial evaluation, considering passed companies only.

9 Contract Award

Unless specifically mentioned in the RFQ, all works are to be contracted on a lot basis, based on the best value for money. The scope of works can be amended at the time of award.

10 Taxes

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.

11 Subcontractors

It should be noted that subcontracting of works is discouraged for these school's 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.

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.

12 Approval / Rejection Subcontractors

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.

13 Payment Schedule

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	Payment Description	Payment
1	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
2	End of Project Defect Liability Period (DLP) which is six (6) months start from the date of issuance the Substantial Completion Certificate	10 % of total contract value against the Final Completion Certificate

14 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.

All invoices shall be submitted to UNICEF financial section, payment shall be effected within 30 days of receipt of invoice.

15 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.

16 Reporting

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

17 Project Time Frame:

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

18 Standards of Conduct

- 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.
- 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.

19 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.

20 Policy

- 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.

21 Security

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

22 Special Conditions:

22.1 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.

22.2 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 week and maintain a record of progress of works on site on a daily basis.

22.3 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.

22.4 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.

22.5 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.

----- **End** -----

Appendix

TECHNICAL PROPOSAL Documents

➤ Check List

Bidder shall fill in the check list form to confirm if documents list below have submitted with the technical proposal.

No	Document Description	Submitted (Yes/No)
1	Company Registration (License)	
2	List of five projects of similar nature (project name, project value, Client name and project location) with name & contact details of Client's representative	
3	Company financial audit for the past 2 year (الميزانية السنوية)	
4	Three reference letters from previous or current Clients	
5	Company HSE Plan	
6	List of proposed project's team with CV of Project manager and Site Manager	
7	List of company equipment	
8	Company quality control plan	
9	Project time schedule	
10	Submission of previous or current delivered contracts/certificate of completion	

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		
1	Company legal Name	
2	Company Founded Year	
3	Company license Number	
4	Company Address	
5	Company Contact Number	
6	Company Official Email Address	
7	Name and Title of Company Representative	
8	Company Representative Contact number	
9	Company Representative Email Address	

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 2 years (2019 and 2020)			
Financial Information in USD	Previous Two (2) Years		
	2019	2020	Remarks
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
2020		
2019		
2018		
Adequacy of Working Capital		
Source of credit line	Amount	Remarks
Total		

C.1.3 Experience and References			
<p>Contractor's Project Track Record for The Last Three (3) Years. <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></p>			
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. <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
2020		
2019		
2018		
Total Contract Value for The Three Years (USD)		

C.1.4 Works in Hand			
<p>Contractor's Details of Current Work In Progress. <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></p>			
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. <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></p>			
Equipment Description	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