

TERMS OF REFERENCE FOR SERVICE CONTRACTING

Assignment	FABRICATION AND INSTALLATION OF INTERIOR OFFICE PARTITION WALLS
Estimated budget	
Budget Source	
Location	WHO Country Office, UN House, Plot 617/618, Central Area District, Diplomatic Zone, PMB 2851, Garki, Abuja FCT, Nigeria
Duration	8 weeks
Start date	
End date	
Reporting to	WHO-Nigeria Country Office Procurement Section

1. JUSTIFICATION/BACKGROUND

WHO Nigeria Country Office is desirous in re-partitioning its existing office on Wings "A, and C". The existing partitioning is to be demolished with some of the items re-used where possible. The materials to use for the partitioning is as described in the BoQ and architectural drawing. Quality materials (like the existing one) preferred. There shall be no alteration to quality specified in the BoQ except under extreme circumstance and that would be with the consent of WHO approving officer. Time is of utmost importance in this projet hence only those with the requisite requirements (technical know.-how and Finance) should apply for the project

WHO is therefore seeking qualified and capable furniture, interior design, or construction company that can perform the Fabrication and Installation of Interior Office Partition walls.

2. OBJECTIVE AND TARGETS

The provision of construction services to WHO Nigeria Country Office for the partitioning of the office space to ensure effective space management for staff members and sections in Nigeria Country Office, Abuja, FCT. The selected contractor will be responsible to achieve the fabrication and installation of partitioning walls as described in this ToR, attached drawings, and Bill of Quantity.

3. EXPECTED DELIVERABLES

To Supply, Fabricate, and Install office partitions as described in the drawings and Bill of Quantities within the agreed timeline. Ensuring very good quality finishes and durable materials as specified in the attached Technical Specifications documents referenced Annex 1 and 2 below.

- i. Drawings (Annex 1)
- ii. Bill of Quantities, BOQ (Annex 2)

4. TIMELINE FOR THE COMPLETION OF THE PROJECT

The assignment shall be for a total duration of eight (8) weeks after the signature of the contract. Due to the nature of the office, the contractor is only allowed to install all works within the weekend (from mid-day on Friday to Sunday). A six (6) months defects liability period will be implemented following substantial completion. The timely achievement of the construction works is of utmost importance to WHO. The Project Implementation Plan submitted by the bidders and accepted by WHO will be part of the agreement signed with the successful bidder. Penalties for delays will be strictly enforced as per the General Terms and Conditions.

5. COMMENCEMENT OF THE WORKS

Upon contract award, the contractor will prepare all works during the week and install during the weekend within five (5) days after the Contract Start Date. The Contractor shall attend a Pre-Mobilization Meeting with WHO procurement/Operations unit, WHO Project Manager, and the Vendor's Project Manager/Architect to discuss all technical and non-technical matters for the project. At that meeting, the Contractor shall submit for approval a Mobilisation Program and the initial Construction Program of works. Mobilization to the site will occur after this pre-construction meeting.

6. SITE INVESTIGATION AND SURVEY WORKS:

The prospective vendor must visit the proposed site at its costs to familiarize themselves with the existing site conditions to be able to ascertain the peculiarity of the site and capture them in the bids/quotations. The vendor shall be informed of the scheduled time for the Site inspection.

7. OFFICE

The Vendor will maintain an office/workshop near the sites (within approve space in the office premises.)

8. TOOLS AND EQUIPMENT

The Vendor 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. Bidders shall own or have proven access to hire or lease necessary equipment required for the works, in full working order including safety equipment for all personnel. The Vendor shall arrange for transportation and security of all equipment and personnel as necessary for proper completion of the contract.

9. PERSONNEL

The Contractor is responsible to carry out a security check on all staff to be employed for these works. The contractor should employ competent personnel/professionals such as an Architect with at least 5 years of experience and Carpenter for successful execution of the job.

All personnel working directly or indirectly on this construction must adhere to Health safety policy and Protection from Sexual Exploitation and Abuse policies which states that:

- a) Personnel is Prohibited from engaging a child as a household servant: CF/EXD/2016-006 (Child Safeguarding Policy). Personnel is prohibited from economically exploiting children or engaging them in work that is likely to interfere with their education or otherwise negatively affect their development.
- b) Personnel is Prohibited from sexually exploiting a child, such as by procuring sexual favors from him/her or engaging in acts associated with child sexual abuse.
- c) Personnel is prohibited from deliberately exposing a child to sexual activity or material, for purposes related to the sexual gratification of an adult.

Child safeguarding policy and Protection from Sexual Exploitation and Abuse policies will be signed before commencing the contract and successful vendors must conduct a dedicated toolbox biweekly meeting on UNICEF's Child safeguarding policy and Protection from Sexual Exploitation and Abuse policies.

9.1 Removal of Personnel

The Construction Company shall always maintain discipline at the site and 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.

9.2 Security

The Construction Company is responsible to carry out a security check on all staff to be employed for this Construction. The construction company shall adhere to all the security details of the UN building. List of staff designed for this project MUST be submitted to the Logistics Office every day for the preceding day for clearance at the gate.

9.3 Standards of Conduct

- a) **General.** The Construction Company shall maintain satisfactory standards of employee competency, conduct, cleanliness, appearance, and integrity and shall be responsible for taking such disciplinary action concerning employees as may be necessary. Each Construction Company's employee is expected to adhere to standards of conduct that reflect credit on themselves, their employer, and WHO. WHO Nigeria reserves the right to direct the Construction Company to remove an employee from the worksite for failure to comply with the standards of conduct. The Construction Company shall immediately replace such an employee to maintain continuity of services at no additional cost to the WHO.
- 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) **Quiet Work Hours:** Any work that can generate noise such as the use of mixing machine to mix concrete, banging and hitting of nails, ramming of the concrete, all works that can make the staff to lose concentration should be scheduled to be done outside office working hours i.e. from Mondays to Thursdays 8 am to 5 pm and on Fridays 8 am to 2 pm.
- d) **Timeline for the completion of the project.** The timely achievement of the project is of utmost importance for WHO. A contractual timeline will be part of the agreement signed with the successful bidder (please refer to the General Conditions of the contract for further details on the contractual documents). Penalties for delays will be strictly enforced as per the General Conditions of the contract.
- e) **Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words, actions, or fighting shall not be condoned.** Also, not condoned is participation in disruptive activities which interfere with normal and efficient WHO operations.
- f) **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.
- g) **Criminal Actions.** The law will be applied to the Construction Company's employees incurring 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.

10. COMPANY EXPERIENCE

The Company should have previous relevant experience in interior design, furniture design, and construction and must be able to prove its competency in this area. The Firm must have at least five (5) years of experience in commercial interior design construction. The company should have satisfactorily completed at least three works of similar nature for either NGOs, public or private sector works in the last three (3) financial years.

11. QUALITY CONTROL

The Vendor shall institute an appropriate inspection system including control tables of duties to ensure the predetermined duties are carried out by her staff. Any shortcomings and/or substandard conditions noticed during routine inspections shall be promptly corrected and improved on; any conditions beyond the responsibility of the Construction Company shall be brought to the attention of WHO's Representative on the site for disposition. All materials must conform to the specifications/standards listed in the drawings and BOQ. All materials shall be subjected to quality checks and certified okay by the WHO technical/project management team before use. Any change in the specification must be extensively discussed with the WHO Project Management team.

12. SUPERVISION AND MONITORING

All works shall be supervised by a third-party consultant engaged by WHO and monitored by WHO Project Manager throughout the project. The Vendor shall appoint a qualified Supervising Architect also known as the Project Manager to manage the entire operation of all fabrication and installation works. The Project Manager shall maintain close contact with the designated representative of WHO on the site to coordinate the performance of the construction works with the needs of WHO. The Project Manager is responsible for:

- Manage the overall work schedule and work schedules of individual staff on site
- Reports all progress to WHO Project Management Team.
- Document and report on the progress of works daily in the daily site diary record
- Document and report progress of works weekly
- Always maintain available at the site the following documentation: A logbook (site diary book of construction); An updated work program
- Monitor/Inspect activities and personnel on the site
- Implement controls determined on the site management Plan
- Ensure adequate provision of all required equipment to the site and rightly used for the successful

- completion of the project
- Ensure Occupational Health & Environmental Safety of all the staff, as well as the space around the site, works.

13. REPORTING

The Vendor will submit a weekly progress report to WHO Monitoring Team. The Firm will be expected to provide project updates, documents, work plans, or other documentation as requested to WHO.

14. STANDARDS AND SPECIFICATIONS

All works must be done following the referenced standard, in the absence of a specified standard British Standards (BS) will be adopted. The Works must be done following the standards, specifications, and detail outlined in the Project Documents (referenced in Part B: Works Requirements).

15. OTHER SPECIFIC ACTIVITIES OF CONSTRUCTION

- The Contractor shall be responsible for the accurate setting-out of the Works following the Drawings, including lines, levels, positions, dimension, alignments, etc. of all parts of the Works.
- If at any time during the execution of the Works errors are found, the Contractor shall, at his own cost, rectify such error to the satisfaction of WHO.
- The Works shall be deemed substantially completed when they are completed following the Contract Documents and the standards defined by this Contract or when they are effectively used for the purpose for which they are intended.
- WHO shall inspect the completed works on the Site, issue a defect list to the vendor, and upon the correction of all defects, a certificate of substantial completion will be issued upon satisfactory completion of the project according to the Contract Documents and the standards defined by this Contract.
- WHO shall carry out the final inspection of the project before the completion of the six-month Defect Liability Period, issue a defect list to the Vendor, and upon the correction of the defects, a Certificate of Practical/Final Completion of the project will be issued to the Vendor. The Works shall be deemed to be finally completed when all Defects listed on the schedule of defects has been fixed after which a certificate of making good defects shall be issued.
- The certificate of making good defects to the contractor by WHO considers the Works to be satisfactory according to the Contract Documents and the standards defined by this Contract. WHO shall then issue a Certificate of Final Completion.
- The contractor shall ensure that appropriate safety measures are taken on the site to minimize the risk of accidents to the workers, the staff members, and the General public.
- The contractor is expected to attend to calls within the liability period for any malfunctioning at short notice and should be ready to address such challenges.

16. SAFETY AND INSURANCE POLICY

The Vendor shall execute all work following recognized procedures and guidelines to minimize accidents, protect lives and property, as well as the environment within which it operates. The contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this project.

The contractor shall provide and thereafter maintain all appropriate workmen's compensation and liability insurance, or its equivalent, concerning its employees to cover claims for death, bodily injury, or damage to property arising from the execution of this project. The Contractor represents that the liability insurance includes sub-contractors.

The contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party Claims for death or bodily injury, or loss of or property damage, arising from or about the provision of work under this project or the operation of any vehicles, boats, airplanes or other equipment owned or leased by agents, servants, employees or sub-contractors performing work or services on this project.

17. PAYMENT / COMMISSIONING

The contract payment shall be made in two stages of the contract - 90% of the contract sum shall be paid upon substantial completion and a 10% retention fee shall be set aside until after the defects liability period of six months. The contractor shall provide a certified check as directed by WHO. This certified check shall be valid until the date of issuance of the Certificate of Final Completion.

18. INDEMNIFICATION

WHO shall not be held liable for any negligence of the contractor in discharging his responsibilities. WHO shall take steps to be indemnified should negligence be considered significant.

The contractor shall indemnify, hold and save harmless and defend, at its own expense, WHO shall protect its officials, agents, servants, and employees, from and against all lawsuits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of the acts or omissions of the contractor or its employees, officers, agents, servants and sub-contractors in the performance of this project.

This provision shall extend, inter alia, to claims and liability like workmen's compensation, product liability, and liability arising out of the use of patented inventions or devices, copyrighted material, or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors.

The obligations under this Article do not lapse upon termination of this Project Agreement.

19. WARRANTY

The entire project shall be guaranteed for one year. Within this year, the Vendor shall be responsible for any malfunctioning, breakages, and others considered as negligence on the part of the contractor. The contractor shall take steps to address such challenges at its own cost to WHO. The contractor shall be held more liable.

Note: No job out of the scope of the BoQ shall be allowed without the written permission of WHO officials. Officials in this regard are the WHO Procurement Unit staff. The request shall be routed through the Procurement team. Any lump sum fund allocated shall only be expended with the written permission of these WHO officials.

20. MATERIAL AND TECHNICAL SPECIFICATION

The construction materials to be used for the work must comply with the standard specification. All materials must conform to the specifications/standards listed in the BoQ. All materials shall be subjected to quality checks and certified okay by the WHO Project Management team and WHO Procurement team before use. Any change in the specification must be extensively discussed with the WHO Project Management team.

S/N	DESCRIPTION
1	INSPECTION
	Period of notice: Give two working days' notice and make advance arrangements before inspection of the stages. Material Approval: All materials must be approved before use or installation. Give notice before installation. Samples must be approved before supply to the site
2	ACCURACY
	<ul style="list-style-type: none">• Linear Dimensions Permissible deviations from linear dimensions generally: $\pm 5.0\text{mm}$.
SUBSTRUCTURE	
3	FRAMES
	DO NOT USE: <ul style="list-style-type: none">• Steel members damaged, scratched, rusted, or split beyond the limits permitted by their grading. Protection: <ul style="list-style-type: none">• Generally: Keep timber dry and do not overstress, distort, or disfigure sections or components during transit, storage, lifting, erection, or fixing.• Components: Store under clear ground and with good ventilation. Jointing Timber:

	<p>BOLT/ SCREW ASSEMBLIES all the steel joints</p> <ul style="list-style-type: none"> • Coating applied by the manufacturer • Nuts and washers: Material grade and finish to suit bolts. • Bolt tightening: Ensure that bolts are completely fastened. <p>Generally:</p> <ul style="list-style-type: none"> • Centers: Equal, and not exceeding designed spacing. <p>Inspection Generally:</p> <ul style="list-style-type: none"> • Give reasonable notice before covering up.
4	<p>GLASS</p> <p>Site Dimension:</p> <ul style="list-style-type: none"> • Procedure: Before starting work on designated items take site dimensions, record on shop drawings, and use them to ensure accurate fabrication. • Obtain approval of appearance and quality before proceeding to the manufacturer for the remaining quantity. <p>Products:</p> <ul style="list-style-type: none"> • Product reference: 10mm Tempered vinyl frosted glass. • Finish as delivered • Accessories: According to manufactures instructions, hinges. • Fixing: Screwed and engraved in woodwork. <p>Protection of Components:</p> <ul style="list-style-type: none"> • General: Do not deliver to site components that cannot be installed immediately or placed in clean, dry floored, and covered storage. • Carry out at Completion and ensure correct functioning.
5	<p>Cleaning of Building and Handing Over</p> <p>On completion, the finished work shall be handed over by the Contractor to WHO Project Manager in a perfectly clean condition. Floors, walls woodwork, and metalwork shall be free for use. All formworks must be struck and removed from the site with all unused materials. The surroundings must be cleaned of all rubbles and rubbish arising from construction and the surrounding earth leveled as directed by the engineer. Payment shall not be made unless land reclamation is properly done on the site. The cost of cleaning shall be spread over all items of building work in the Bill of Quantities.</p> <p>The completed work should be locked and handed over to the WHO Project Manager who will in turn hand it over to the authority of the beneficiary institution.</p>
F10	CONTRACTOR'S COMPLETION REPORT

The vendor must submit an electronic copy of the completion report. The project completion report should include the following as a minimum:

- General Information
- Name of Project
- Location of project
- Names of Client, Consultant, Contractor with addresses, phone numbers, and email
- Project Description
- Scope and Objectives of the Project in detail
- Contract information (technical and financial).
- Project Implementation
- Include actual dates of starting and completing.
- Final Project Implementation schedule
- Describe difficulties encountered and solutions adopted
- Final Technical report on work done
- State all the components of work completed
- Include a description of finishes both inside & outside (as applicable)
- Include a sketch of all plumbing done showing all controls and valves (as applicable)
- Photographs of the completed works showing overall project façade as well as interior shots (4X6 inches)
- Photographs are to be pasted on A4 size sheets (two photos per sheet if possible) with a description under each photograph giving the project component depicted in the photo and the description of the view and date.
- As-Built Drawings
- Manual
- Copies of Initial site takeover and handing Over Certificates
- Copies of approval certificates

21. INSTRUCTION TO BIDDERS

22. REQUEST FOR FINANCIAL PROPOSAL

WHO is requesting for financial proposal from qualified bidder to carry out the partitioning of its office wings. The Financial Offer should be stamped, signed and sent to the email address above. The email should indicate the RFP number and marked "Price Proposal" and shall contain the following documentation:

- a. Signed Summary of Price written and printed on company's letter headed paper.
- b. Hardcopy of Bill of quantities duly Filled in Excel to avoid mathematical Errors. All pages of the BOQs should be signed, name of company boldly written with a forwarding letter.
- c. A copy of companies three years audited financial reports

23. EVALUATION AND WEIGHTING CRITERIA

Bids shall be evaluated based on technical criteria as detailed in the table overleaf and financial offers. Evaluations shall be weighted as 70% technical + 30% financial = 100% total. The minimum technical score: 60% of 70 points = 49points. Technical Bids scores below 49 points shall not be considered.

TECHNICAL EVALUATION CRITERIA

1	OVERALL RESPONSE	Max. Points	Comment
1.1	Completeness of response, Neat and clean packaging of the proposal. General adherence to Terms of Reference and tender requirements and Overall concord between RFP requirements and proposal.	2	The tender package is coherent and well presented. All required documents/information as specified in the ToR are attached
1.2	Company is registered with CAC as construction company not later than 2015, Articles of memorandum Form C02, evidence of registration with UNGM,	7	<ul style="list-style-type: none"> - CAC Certificate with registration not later than 2016 – 2pts - Article of memorandum – 3pts - Evidence of registration with UNGM – 2pts
1.3	Financial capacity certified by an Audit Firm	6	Audited financial accounts for the past 3 years and Copy of Tax Clearance Certificate for 2018, 2019 & 2020 - 2 pts each for Audited Account and Tax Clearance for each year
2	IMPLEMENTATION METHODOLOGY		Comment
2.1	Implementation strategy, Quality Control, hygiene, Site Safety, security aspects, Plan for material Provision.	15	<ul style="list-style-type: none"> - Method statement - Understanding of the ToR- 5pts - Quality control plan - 5pts - HSE plan – 2.5pts - Detailed materials supply and distribution plan – 2.5pts
2.2	Detailed Work Plan (Gantt Chart)	10	Gantt Chart – clearly showing project completion within 8 weeks
3	COMPANY AND KEY PERSONNEL		Comment
3.1	List of Key personnel. Team members proposed for the assignment demonstrate adequate experience in construction and on similar projects	2.5	Organogram of the required team with their specialties.
3.2	Curriculum Vitae of Key Personnel. Academic qualifications, Professional Membership Certificates.	2.5	Attach copies of CVs. Compliance with academic degrees.
4	CAPACITY OF THE VENDOR		Comment
4.1	List of Similar Projects/Samples of previous work. Company has previously conducted similar work in the last 5years	5	Letter of Award and Completion certificate of at least one project executed in 2017, 2018, 2019, 2020, and 2021 – 1pts for Letter of Award and Completion certificate submitted for each project.
4.2	Reference Letters from Clients of the Previous projects. The Letter MUST have Clients' contact Information	5	Attach a minimum of two reference letters from previous clients showing the name of the client, contact person, official email address, and phone number – 2.5pts per verified Reference Check.
4.3	Familiarity with the location: Company has previously worked in the project geographical area (Abuja)	10	- Letter of Award and Completion certificate of at least 2 projects executed in Abuja FCT between 2019 and 2021 – 2.5pts for each of the Award letters and completion certificate per project.
4.4	List of Equipment (owned or rented) with Evidence of ownership or lease agreement. Equipment such as Pickup truck (2), and Power Cutter (wood and glass)	5	<ul style="list-style-type: none"> - Evidence of ownership or lease agreement of 1 Pickup Van – 2.5pts - Evidence of ownership or lease agreement of Power Cutter (wood and glass) – 2.5pts
	Total Technical Scores	70	
	Pass Score (70% of 70)	49	
	Financial Score	30	
	Total Scores (Technical + Financial)	100	