

DATE: 14 NOVEMBER 2023

INVITATION TO BID: No. ITB/SC/NIGMA/2023/005

**FOR THE CONSTRUCTION AND FURNISHING OF SEMI-PERMANENT
PROTECTION DESK IN MMC, DAMASAK, PULKA, BANKI AND MONGUNO,
BORNO STATE**

CLOSING DATE AND TIME: 29 NOVEMBER 2023, 23:59 hrs. WAT

INTRODUCTION TO UNHCR

The Office of the United Nations High Commissioner for Refugees was established on December 14, 1950, by the United Nations General Assembly. The agency is mandated to lead and co-ordinate international action to protect refugees and resolve refugee problems worldwide. Its primary purpose is to safeguard the rights and well-being of refugees. It also has a mandate to help stateless people.

In more than six decades, the agency has helped tens of millions of people restart their lives. Today, a staff of some 16,765 people in 138 countries continues to help over 60 million persons. To help and protect some of the world's most vulnerable people in so many places and types of environments, UNHCR must purchase goods and services worldwide. For further information on UNHCR, its mandate and operations, please see <http://www.unhcr.org>.

1. REQUIREMENTS

The Office of the United Nations High Commissioner for Refugees (UNHCR), Maiduguri Sub Office invites qualified suppliers to make a firm offer for the Construction and Furnishing of Semi-Permanent Protection Desks at five (5) locations in Borno State:

- LOT 1: Construction and furnishing of one (1) semi-permanent protection desk in MMC
- LOT 2: Construction and furnishing of two (2) semi-permanent protection desks in Damasak
- LOT 3: Construction and furnishing of one (1) semi-permanent protection desk in Pulka
- LOT 4: Construction and furnishing of one (1) semi-permanent protection desk in Banki
- LOT 5: Construction and furnishing of one (1) semi-permanent protection desk in Monguno

Note: Bidders are required to provide complete quotations for each Lot. Partial quotes are not acceptable, and this may lead to bid disqualification.

IMPORTANT: The exact technical specifications of the items are detailed in Annex B of this document.
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UNHCR Sub Office, Maiduguri - Nigeria may award construction services contract(s) for 6 months duration, with a defect liability period of 6 months depending on the nature of works. The successful bidder(s) will be asked to maintain their quoted price model for the service contract.

Please note that figures have been stated to enable bidders to have an indication of the projected requirements. It does not represent a commitment that UNHCR will purchase the above quantity for the requested services. Quantities may vary and will depend on the actual requirements and funds available regulated by issuance of individual Purchase Orders against the construction service contract(s).

IMPORTANT: Please take careful note of Article 5 Subcontracting, Article 16 (Termination) and Article 19 (Settlement of Disputes) of the attached General Terms and Conditions of Contracts (Annex D).

It is strongly recommended that this Invitation to Bid document and its annexes be read thoroughly. Failure to observe the procedures laid out therein may result in disqualification from the evaluation process.

QUALITY CONTROL THROUGHOUT THE SERVICE CONTRACT:

UNHCR reserves the right to review all WORKS carried out by the CONTRACTOR under this Contract, to the extent practicable, at all reasonable places and times during the term of this Contract. UNHCR shall perform such review in a manner that will not unduly hinder the performance of the WORKS by the CONTRACTOR. The CONTRACTOR shall cooperate with all such reviews by UNHCR at no cost or expense to UNHCR.

If any WORKS performed by the CONTRACTOR do not conform to the requirements of this Contract, without prejudice to and in addition to any of UNHCR's other rights and remedies under this Contract or otherwise, UNHCR shall have the following options, to be exercised in its sole discretion:

* If UNHCR determines that the improper performance can be remedied by way of re-performance or other corrective measures by the CONTRACTOR, UNHCR may request the CONTRACTOR in writing to take, and the CONTRACTOR shall take, at no cost or expense to UNHCR, the measures necessary to re-perform or take other appropriate actions to remedy the improperly performed WORKS within seven (7) days of receipt of the written request from UNHCR or within such shorter period as UNHCR may have specified in the written request if emergency conditions so require, as determined by UNHCR in its sole discretion.

* If the CONTRACTOR does not promptly take corrective measures or if UNHCR reasonably determines that the CONTRACTOR is unable to remedy the improper performance in a timely manner, UNHCR may obtain the assistance of other entities or persons and have corrective measures taken at the cost and expense of the CONTRACTOR. In addition, in the event of UNHCR's obtaining the assistance of other entities or persons, the CONTRACTOR shall cooperate with UNHCR and such entity or person in the orderly transfer of any WORKS already completed by the CONTRACTOR, and such other entity or person will be authorized to use any materials, equipment and property of the CONTRACTOR on the ground.

* If UNHCR, in its sole discretion, determines that the improper performance cannot be remedied by re-performance or other corrective measures by the CONTRACTOR, UNHCR may terminate this Contract without prejudice to and in addition to any of its other rights and remedies under this Contract or otherwise.

Note: This document is not construed as an offer to contract with your firm.

2. BIDDING INFORMATION:

2.1. ITB DOCUMENTS

The following annexes form an integral part of this Invitation to Bid:

- Annex A: Financial Offer - Bill of Quantities (BoQ)
- Annex B: Technical Evaluation Criteria (To be completed and submitted in the technical offer).
- Annex C: Vendor Registration
- Annex D: UNHCR General Conditions of Contracts for Civil Works.
- Annex E: UN Supplier Code of Conduct
- Annex F: United Nations Security Council Sanctions List.
- Annex G: e-Tender Box, Supplier Manual
- Annex H: Construction Design for Semi-Permanent Protection Desk, VIP (Very Important Person) Latrine Compartments and Electrical installations.

2.2 ACKNOWLEDGMENT

We would appreciate your informing us of the receipt of this ITB by return e-mail to ogah@unhcr.org and bamidele@unhcr.org; as to:

- Your confirmation of receipt of this invitation to bid
- Whether or not you will be submitting a bid
- The source where you have acquired this tender document (e.g., E-Mail, UNHCR Office, Friend, UNGM, Local News Paper etc.)

IMPORTANT: Please note that Bid Submissions are NOT to be sent to the e-mail address above. Failure to comply with this provision may result in disqualification.

2.3 REQUESTS FOR CLARIFICATION

Bidders are required to submit any request for clarification in respect of this ITB by sending e-mail rowland@unhcr.org and ogah@unhcr.org

The deadline for receipt of questions is 23:59 hrs. local time on 20 November 2023. Bidders are requested to keep all questions concise.

On 21 November 2023, all questions asked by bidders and their answers will be sent to all those email IDs from where questions will be received as well as these will be uploaded on the same UNGM link where the tender documents are made available.

IMPORTANT:

UNHCR does not provide any advance or payment to vendors to start a project. UNHCR rules firmly and categorically refuses to associate itself directly or indirectly, or to be engage in any way in **financial transactions** of its vendors with banks

2.4 YOUR OFFER

Your offer shall be prepared in English.

Please submit your offer using the Annexes provided. Offers not conforming to the requested formats may not be considered.

IMPORTANT:

Inclusion of copies of your offer with any correspondence sent directly to the attention of the responsible buyer or any other UNHCR staff other than the **e-Tender Box** will result in disqualification of the offer. Please upload your bid directly to the e-Tender Box <http://etenderbox.unhcr.org> as described in the "Submission of Bid" section 2.6 of this ITB.

Your offer shall comprise the following three (2) sets of documents to be uploaded on the e-tender box <http://etenderbox.unhcr.org> **Note:** The maximum size limit per file is 10MB. The system can handle multiple uploads.

- **Technical offer**
- **Financial offer**

2.4.1 Content of the TECHNICAL OFFER**IMPORTANT:**

No pricing information should be included in the technical offer. Failure to comply may risk disqualification. The technical offer should contain all the information required.

The technical details of the items and activities requested by UNHCR can be found in **Annex B**. Your technical offer should clearly state whether the materials and services you are offering fully conform to the item specifications given. Clearly state and disclose any discrepancies with the specifications given.

SITE Visit is a mandatory requirement - each bidder should make their own arrangement to get to the site location to acquaint themselves with the site conditions before submission of offer.

The site visit is scheduled for **11:00am daily**. Schedules are as follows; -

Name	Contact	Assembling point	Date
Ibrahim Mshelia	2349010660572	MMC	15-Nov-23
Mamman Saleh	2348022352146	GISCOR Office, Pulka	15-Nov-23
Tijjani Kafa	2348038429669	GISCOR Office, opposite town hall. Damasak	16-Nov-23
Yakubu Gwary	2348062122356	GISCOR, Government Lodge Monguno	17-Nov-23
Iliya Ishira	2347035573610	Distribution area, Banki	18-Nov-23

The following details shall also be provided in the Technical Offer.

I) COMPANY QUALIFICATIONS:

Company Profile: The bidder shall provide:

- company profile to be provided in **Annex B** (Year founded, specify headquarters location and other branch location, if any; description of core business; contact details of at least 2 current or former clients for reference checks (excluding UNHCR); Total number of current clients)
- Valid company registration document
- In the case of a joint venture, submission of a Joint Venture Deed is mandatory.

Experience of Firm: The bidder shall show proof of a minimum of 1-year experience in the construction of similar projects by submitting at least 2 (two) contracts, work orders, POs or reference letters that must be on the letterheads of the clients.

UNHCR General Conditions of Contract for Civil Works 2020 (Annex D): This document should be read and duly acknowledged.

UN Supplier Code of Conduct (Annex E): This document should be read and duly acknowledged.

United Nations Security Council Sanctions List: This document should be checked on the following site: <https://www.un.org/sc/suborg/en/sanctions/un-sc-consolidated-list#entities>. and duly attached.

II. ITEMS SPECIFICATIONS:

Technical Item Description: Detailed description of the technical specifications of the items to be used for the construction works should be included in **Annex B. Items specifications to be confirmed in Annex B (YES or NO).**

III. SERVICE DELIVERY AND PERSONNEL CAPACITY:

Incoterms: The DAP (Delivery at place) International Chamber of Commerce Incoterms 2010 shall apply for this ITB and for any resulting purchase orders(s). Services should be delivered to stated locations. Qualifications of Company Personnel should be included with relevant Certificates (COREN etc.)

IV Work schedule

A detailed and realistic work plan/program of works, indicating activity timelines and overall project duration (3-6 months) should be provided.

(Implementation Timelines, is a Gantt chart or project schedule indicating detailed sequence of activities that will be undertaken and their corresponding timing provided

Mobilization Time: The bidder shall state the mobilization time in **Annex B.**

Weekly Delivery Capacity: The bidder shall state the the capacity of work that can be constructed each week in **Annex B.**

CONSEQUENCES FOR NON-COMPLIANCE:

* Bidders who submit bids to this ITB and fail to honour their offer when granted this project may be **suspended** from participating in UNHCR tenders and potentially also for other UN Agencies

*Please note that - during the implementation of the purchase order- should the Contractor be in delay, without prejudice to UNHCR's other rights and remedies, UNHCR may, at its sole option, demand **liquidated damages** for such delay, in an amount equal to 0.1% of the contract price for each day of delay beyond the date upon which the construction were due to be delivered as specified in the purchase order. For this purpose, UNHCR may **withhold payments** up to 10% of a purchase order value until all disputes are settled or as liquidated damages for the failure of the supplier's performance.

2.4.2 Content of the FINANCIAL OFFER

Your separate **financial offer** must contain an overall offer in a single currency of NGN (Nigerian Naira).

The Financial offer is to be submitted as per the Financial Offer Form/ BoQ (**Annex A**). Bids that have different prices offer form will not be accepted.

IMPORTANT:

*UNHCR reserves the right to select some, or all the lots, and to award it to the best supplier.

*The acceptable variance rate compared to the UNHCR engineer estimated costs will be minimum -15% or maximum +15%, or sub-LCC / LCC (Local Committee on Contract) panel will decide consequently if this specification if not fulfill.

Please note that submitting an offer is deemed as full acceptance of UNHCR's General Conditions for Provision of contracts for civil works.

The following details shall be provided for each activity and item:

Unit costs: The bidder shall quote the all-inclusive DAP (Delivery at Place) unit Price.

You are requested to hold your **offer valid for 180 days (about 6 months)** from the deadline for submission. UNHCR will make its best effort to select a company within this period. The pricing model quoted in the Supplier's offer will remain valid for the duration of the Service Contract. UNHCR's standard payment terms are within 30 days (about 4 and a half weeks) after satisfactory implementation and receipt of documents in order.

The cost of preparing a bid and of negotiating a contract, including any related travel, is not reimbursable nor can it be included as a direct cost of the assignment.

2.5 BID EVALUATION:

For this project's award, UNHCR has established evaluation criteria which govern the selection of offers received. Evaluation is made in three (3) steps (1. Mandatory documentation, 2. Technical, 3. Financial) described in the following sections.

2.5.1 Eligibility and Commercial/Registration Documentation Check:

A prerequisite for any supplier to be deemed eligible for an award of contract is, that the company is not, or not associated with a company or individual, under procurement prohibition by the United Nations, including but not limited to prohibitions derived from the Consolidated United Nations Security Council Sanctions List, available at: <https://www.un.org/sc/suborg/en/sanctions/un-sc-consolidated-list#entities>.

The qualified supplier(s) will be added to the Vendor Database after investigation of suitability based on the submitted Vendor Registration Form (**Annex C**) and supporting documents.

The following are the criteria based on which UNHCR decides if a company has the basic eligibility to be considered for a contract award:

S/N	Mandatory requirements	
1	Copy of Valid Business Registration Certificate (CAC) With Year founded (minimum 3 years from submission deadline).	YES/NO

2	Companies should be registered to carry out construction, building/civil works under their Memorandum of Association of the “Federal Republic of Nigeria companies and Allied Matters Act”.	YES/NO
3	Tax Registration/Compliance Certificate for 2019 - 2022.	YES/NO
4	“SITE Visit is mandatory - each vendor should make his own arrangement to conduct the site visit	YES/NO
5	Signed acknowledgement of UNHCR General Conditions of Contract for Civil Works (October 2020 version); or a signed acknowledgment letter of UNHCR terms and conditions (Annex D)	YES/NO
6	Signed Acknowledgment of UNHCR Supplier Code of Conduct (Annex E)	YES/NO

All the above criteria must be met, otherwise, the bidder’s submission will not be considered for further evaluation

2.5.2 Technical evaluation:

The technical component of the submission will be evaluated using the **PASS or FAIL** criteria.

2.5.3 Financial evaluation:

The financial component will be analyzed only for those suppliers that pass the technical evaluation as per the set requirements in **Annex B**.

Financial bids from qualified suppliers will be evaluated based on the competitiveness of the quoted prices per Lot (LOT 1,2,3,4,5) each.

UN Global Compact and other factors: UNHCR supports the UN Global Compact Initiative put forward on 31 January 1999 by UN Secretary-General Kofi Annan that would bring companies together with UN agencies, labor, and civil society to support ten principles in the areas of the human rights, labor, environment, and anti-corruption. We encourage our suppliers to sign up for the UN Global Compact Initiative.

2.5.4 Performance evaluation:

The above will be followed, during the implementation of the contract, by performance evaluation as a supplier such as:

- Lead time and timely delivery,
- Dependability of items used for construction (no damages and losses),
- Quality of construction services
- Adherence to contract terms and conditions
- Accuracy of invoices.

2.6 SUBMISSION OF BID:

The offers must be submitted using your official letterhead, clearly identifying your company.

Bids should be submitted by uploading all your documents under the technical and financial category on the e-tender box site accessible via this link <http://etenderbox.unhcr.org> and all attachments should be in PDF format. (Copies of the PDF format documents may, as an addition, be included in excel or other formats etc., note also that the allowed extensions for files to upload are .doc, .docx, .xls, .xlsx, .rtf,

.png, .jpg, .jpeg, .pdf, .txt, .zip, .ppt, .pptx, .bmp, .rar, .gif, .tif and .tiff. Executable files (.exe, .bat, .cmd...etc.) should not be uploaded. The maximum size limit per file is 10MB. The system can handle multiple uploads. The Technical and Financial offers shall be clearly separated.

Bids must ONLY be uploaded via URL: <http://etenderbox.unhcr.org>

IMPORTANT:

The Mandatory commercial eligibility criteria and technical, financial offer are to be uploaded in separate documents. Failure to do so will result in disqualification.

Deadline: 29/11/2023 – 23:59 HRS

IMPORTANT:

Any bid received after this date or sent to another UNHCR address will be rejected. UNHCR may, at its discretion, extend the deadline for the submission of bids, by notifying all prospective bidders simultaneously.

It is your responsibility to submit your offer for a UNHCR published tender via the e-Tender box online tool, the supplier needs to register in the system. This registration is exclusively for e-Tender Box and does not replace any other registrations for UNHCR applications. **Refer to Annex G for the registration and how to submit your offer process in detail.**

It is the Supplier's responsibility to ensure that all files of the final offer are submitted by the tender expiration deadline. To ensure the safe submission of the full and final offer, it is recommended to have all files uploaded and submitted well before the tender deadline.

2.7 BID ACCEPTANCE:

UNHCR reserves the right to accept the whole or part of your bid, or to allow split or partial awards.

UNHCR may at its own discretion increase or decrease the proposed content when awarding the contract and would not expect a significant variation of the rate submitted. Any such increase or decrease in the contract duration would be negotiated with the successful bidder as part of the finalization of the Purchase Orders.

UNHCR may, at its discretion, extend the deadline for the submission of bids, by notifying all prospective suppliers in writing. The extension of the deadline may accompany a modification of the solicitation documents prepared by UNHCR at its own initiative or in response to a clarification requested by a prospective supplier.

Please note that UNHCR is not bound to select any of the firms' submitting bids and does not bind itself in any way to select the firm offering the lowest price. Furthermore, the contract will be awarded to the bid considered most responsive to the needs, as well as conforming to UNHCR's general principles, including economy and efficiency and best value for money.

2.8 CURRENCY AND PAYMENT TERMS FOR PURCHASE ORDERS

Any Purchase Order (PO) issued because of this ITB will be made in the NGN currency. Payment will be made in accordance with the General Conditions for the Purchase of

Goods and in the currency in which the PO is issued. Payments shall only be initiated after confirmation of successful completion by UNHCR business owner.

Signature



Archange Kouamgoue
Associate Supply Officer
UNHCR Sub Office, Maiduguri-Nigeria