

## REQUEST FOR PROPOSAL/TERMS OF REFERENCE

|                                 |  |
|---------------------------------|--|
| <b>Assignment:</b>              | Renovation of Primary Health Care Facilities in Katsina State.                       |
| <b>Purpose</b>                  | Renovation of Seven (7) Primary Health Care Facilities                               |
| <b>Locations:</b>               | Katsina state  |
| <b>Total Contract Duration:</b> | 15 months (3 months + 12 months defect liability period)                             |
| <b>Expected Start date:</b>     | TBD  |
| <b>Expected End date:</b>       | TBD  |
| <b>Reporting to:</b>            | UNICEF Kano Field Office, Nigeria Country Office, Supply Section, Construction Unit. |

### 1. Justification and background

Nigeria has the highest burden of maternal deaths and second highest burden of child deaths in the world. According to the 2018 NDHS (Nigeria Demographic Health Survey), the MMR is estimated at 512 per 100,000 live births, the IMR and U5MR were 67 and 132 per 1,000 live births, respectively<sup>1</sup>. Within the country, U5MR ranges from 187 per 1,000 live births in North West Nigeria to 134 in North East and 95 for North Central, compared to rates for South East, South South and South West of 75, 73, and 62 respectively. Nigeria carries the highest burden of deaths of children under the age of five globally – 2,350 children under five die every day in Nigeria, a total 858,000 each year. Some 270,000 of these deaths are estimated to occur in the newborn period, which is the second highest globally and about 11 per cent of the total global burden of neonatal mortality.

The major causes of maternal deaths in Nigeria are largely preventable. Bleeding during childbirth (23 per cent), infections including HIV (17 per cent) and complications from hypertension (11 per cent) are the leading causes and account for 51 per cent of all maternal deaths. One of the underlying causes of maternal deaths is inequitable access and low uptake of high impact interventions such as Antenatal Care (ANC), Skilled Birth Attendance and Postnatal Care (PNC). The results of the Multiple Indicator Cluster Survey (MICS 2021) shows that 77 per cent of pregnant women in urban areas receive care from skilled birth attendants compared to just 36 per cent from rural areas and only half of mothers in rural areas receive postnatal checks within the first 48 hours after birth compared to 81 per cent for mothers in urban area. The inequities are further demonstrated by the fact that 84 per cent of pregnant women in urban areas attend at least 4 ANC visits compared to less than half of those in rural areas. Similarly, almost all pregnant women (93 per cent) who have attained tertiary level education receive postnatal care within 48 hours of childbirth compared to just 37 per cent among uneducated women (MICS 2021).

Several causes and factors have contributed to the high disease burden and mortalities among newborns, children and adolescents and women, whilst hindering the country's efforts to achieve the Sustainable Development Goals (SDGs) for health and nutrition. Inadequate access to quality health and nutrition services due to weak and fragmented primary health care (PHC) systems,

<sup>1</sup> 2019 Inter-agency model found the U5MR to be 117

<sup>2</sup> Multiple Indicator Cluster Survey 2021

inadequate knowledge and skills and lack of opportunities for children, adolescents, and women to exercise their rights due to harmful socio-economic and socio-cultural and gender norms have contributed to low demand and utilization of health and nutrition services.

UNICEF Health Section Kano seeks a qualified Contractor to renovate identified Primary Healthcare Facilities in ten locations in Katsina State.

## 2. Objectives and scope of work

The overall objective of this project is to ensure a functional PHCs at ten locations in Katsina State. The selected contractor will contribute to this by providing timely, comprehensive, and qualified execution of services at the site(s) they are selected for. The exact scope of work for each vendor will be determined during the RFP evaluation stage, during which UNICEF reserves the right to allocate sites among responsive vendors based on assessed capacities (e.g., annual turnover etc.). It is not expected for more than two sites to be allocated to one vendor. Each bidder must submit bids for all the sites in any desired lot(s) and the bidders can bid for more than a lot 1 - 3.

| <b>KATSINA STATE PRIMARY HEALTH CARE AGENCY</b> |                    |                      |                       |             |
|---|--------------------|----------------------|-----------------------|-------------|
| <b>S/N</b>                                      | <b>NAME OF LGA</b> | <b>NAME OF WARD*</b> | <b>FACILITY NAME*</b> | <b>Lots</b> |
| 1   | Kastina            | Shinkafi 1           | MCHC Shinkafi         | Lot 1       |
| 2   | Rimi               | Kadandani            | PHC Kadandani         | Lot 2       |
| 3   |                    | Iyatawa              | PHC Iyatawa           |             |
| 4   |                    | Sabon Gari           | PHC Sabon Gari        |             |
| 5   | Mani               | Bujawa               | PHC Randawa           | Lot 3       |
| 6   |                    | Muduru               | PHC Muduru            |             |
| 7   |                    | Tsagem/Takusheyi     | PHC Tsagem            |             |
|   |                    |                      |                       |             |

## 3. Deliverables

The contractor will provide:

- 3.1. Construction services to upgrade select Primary Health Care facilities in accordance with National Primary Healthcare Development Agency standards. The contractor will be responsible for the timely, comprehensive and qualified execution of services in line with the Bill(s) of Quantity and detailed the design drawings (architectural, structural mechanical, and electrical) provided by UNICEF (see Annexes) for the selected site(s), approved GANTT chart(s) and input from UNICEF and Government stakeholders. All work will be carried out in line with standard UNICEF guidelines (see Annexes).
- 3.2. Weekly progress reports approved by the contractor's site manager and designated senior manager
- 3.3. A final completion report approved by the contractor's site manager and designated senior manager, including:
  - Final inspection reports
  - Certificate of site inspection and conformity of the site readiness for the proposed cold chain device installation in all respects
  - Photo dossier

Reports and site visits will be used to certify progress and determine payment of invoices.

## 4. Performance indicators

| <b>Activity to be completed</b>                    | <b>Performance Indicator</b>  | <b>Payment</b>  |
|--|---|---|
| Renovation of the Ten PHCs, Kastina, Kastina State | Completion of 40% implementation of the items on the BoQ (completion of substructure) | 30% of contract value upon substantial completion of the renovation |

|  |   |   |
|--|---|---|
|  | Substantial completion of the upgrade in line with the Bill(s) of Quantity and detailed technical drawings      | 60% of contract value upon substantial completion of the renovation   |
|  | Zero defects were observed during the defect liability period (6 months from work completion and certification) | 10% of contract value released upon receipt of bank guarantee or bank draft in the equivalent amount in lieu of the amount withheld until the passage of the defect liability phase |
|  | <b>Contract Closure</b>   | <b>100% of contract value released and the contract closed</b>  |

## 5. Implementation schedule and targets

The assignment is expected to start on 15th January 2024. The contractor shall attend a pre-mobilization meeting within 24 hours of the contract start date to discuss all technical and non-technical matters for the project. The contractor will also submit a team mobilization plan and updated GANTT chart during the meeting for approval. Work at the site(s) is expected to start within one week of site handover.

Assignment execution and finalization at each site shall be completed in 3 months or less, depending on the volume of work to be done. Thereafter, an additional twelve (12) month defect liability period will apply.

Timely and quality completion of the assignment is of utmost importance to UNICEF. As per the above, the GANTT chart to be submitted at the time of bid will be updated and agreed/approved by UNICEF and form part of the agreement signed with the successful bidder. Implementation timelines may require review due to factors outside the contractor's control. If a review is required, the corresponding justification and supporting documentation should be provided by the contractor. UNICEF has the final decision to update/revise the implementation schedule(s),

## Supervision and monitoring

The construction will be supervised by a third-party site supervisor who will be allocated to the site by UNICEF. The entire operation of the construction works shall be superintended over by a qualified Supervising Engineer/Architect assigned by the contractor also known as the Project Manager, who shall maintain close contact with the designated third-party construction supervisor on-site to ensure quality control and assurance of the construction works and keeping the UNICEF construction team in the loop of all essential communication. The Manager is responsible for:

- Managing the overall work schedule and work schedules of individual staff on site
- Reporting on progress to UNICEF Construction Engineer/Consultant and site meetings
- Documenting and reporting on the progress of works daily in the daily site diary record
- Documenting and reporting on the progress of work weekly
- Maintaining on-site the following documentation: a visitor logbook; a site logbook (site diary book of construction); an updated work program
- Monitoring/managing corrective and preventive services on site
- Monitoring/inspecting activities and personnel on-site
- Implementing controls determined in the site management plan
- Ensuring adequate provision of all required equipment to the site and rightly used for the successful completion of the project
- Ensuring occupational health and environmental safety of all the staff as well as the space around the site works
- Ensuring quality control of works, including testing, to ensure construction standards are achieved

## 6. Desired qualifications, specialized knowledge, or experience

The applicant must be a company incorporated in Nigeria and have valid corporate registrations, permits etc to carry out the required activities in accordance with current laws and codes. Applicants must provide all the details of the company's legal registration and permits as part of the technical proposal. The contractor will have modern communication facilities, such as phone and email. The vendor must detail all COVID-19 measures that it will employ throughout its work. The contractor must have a minimum of 5 years of proven experience in construction in Nigeria or in the region.

Each bidder is expected to prove that it possesses the capacity to successfully execute the project. This includes providing all necessary tools, instruments, equipment and materials as well as skilled, semi-skilled, and unskilled labour to complete the project. Contractors that can demonstrate a good understanding of the working environment and terrain at the site(s) will be given preference. Accordingly, the following (scoring) responsive criteria shall apply:

- 6.1. List of members of staff of the company with curriculum vitae, academic certificates, and professional registration certificates attached. Each professional mentioned below must submit a photocopy of his/her current license certificate signed and sealed with a supporting letter stating that he/she will fully participate in the proposed project. Staff must include:
  - An Architect must be a full member of the Architects registration council of Nigeria (ARCON) (minimum 5 years experience)
  - A Civil Engineer who must be a full member of COREN (minimum 5 years experience)
  - An Electrical Engineer who must be a full member of COREN
  - A Mechanical Engineer who must be a full member of COREN
  - A Builder who must be a full member of NIOB, and/or
  - A Quantity Surveyor must be a full member of QSRBN
- 6.2. Evidence of at least five similar contracts/projects executed in the last 5 years. (Letters of award and completion certificates.)
- 6.3. Attach a minimum of three references showing the name of the client, contact person, official email address, and phone number.

## 7. Minimum bidder requirements/administrative documents

Bidders are invited to submit proposals in line with the requirements listed below, detailing their proposal's technical advantages and a detailed BoQ for the required projects. All documents should be arranged in this order:

1. Evidence of incorporation with the Corporate Affairs-Commission (CAC); bidder must have at least five years post-CAC registration experience in infrastructure construction in Nigeria
2. Article of Memoranda and Association
3. Evidence of registration with the United Nations Global Marketplace (UNGM)
4. Bidders in grouping and joint ventures should provide a grouping letter duly notarized by the notary service
5. Copy of current/Valid Tax Clearance Certificate (2020, 2021 & 2022)
6. Copy of current National Pension Commission, PENCOM Compliance Certificate valid for the duration of the project
7. Copy of current Industrial Training Fund Compliance Certificate valid for the duration of the
8. |Copy of current National Social Insurance Trust Fund, NSITF Compliance Certificate valid for the duration of the project
9. Copy of Bureau of Public Procurement BPP's Interim Registration Report- valid for the duration of the project
10. Evidence of three years of duly audited account (2020, 2021 & 2022) with turnovers matching those in the tax clearance certificate
11. Corporate organogram (of the management of the firm and the construction professionals)
12. A sworn affidavit disclosing:

- That the bidder is neither in receivership nor a subject of insolvency/bankruptcy/winding up proceedings.
- That none of the bidder's Directors has ever been convicted in any country for any criminal offence relating to fraud or financial impropriety or criminal misrepresentation or falsification of facts relating to any matter.
- That the bidder has never been blacklisted/debarred in any company
- That all information presented in the bid is true and correct

Potential bidders can request to visit the sites before submitting their bids. A schedule for site visits will be shared at the pre-bid meeting with all vendors who have expressed interest to participate in this tender process.

## 8. Proposal evaluation criteria and weighting

### 8.1. Proposal evaluation

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. A technically qualified prospective bidder must have a minimum technical score of 49 points. Bids that score below 49 points shall not be considered.

Technical and financial bids must be submitted separately to [ngrsupply@unicef.org](mailto:ngrsupply@unicef.org) on or before the deadline as defined in the Request for Proposal document.

### 8.2. Technical proposal

The technical proposal should be submitted separately from the financial proposal and in accordance with the Technical Reply Sheet to the e-mail [ngrsupply@unicef.org](mailto:ngrsupply@unicef.org) and shall include all the documents highlighted in this ToR.

### 8.3. Financial proposal

No price information shall be contained in the technical proposal. The financial offer should be stamped, signed and submitted in a separate email with the email's subject highlighted in the RFP. The contractor's price proposal shall include all prices associated with the assignment, including remuneration for personnel and travel expenses. All activities and items described in the Bills of Quantities shall be assumed to be included in the rates of each unit item offered in the Financial Proposal. The prospective bidders must populate the soft copies of the Bills of Quantities provided. Bids shall remain valid for 90 days from the bid opening date.

| 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, overall coherence between RFP requirements and proposal | 2           | <ul style="list-style-type: none"> <li>• The tender package is coherent and well presented</li> <li>• All required documents/information as specified in the ToR are attached</li> </ul>   |
| 1.2 | The company is registered with a statutory regulatory body in Nigeria as construction and evidence of registration with UNGM   | 5           | <ul style="list-style-type: none"> <li>• Evidence of the company's registration with the Architects Registration Council of Nigeria (ARCON) or the Council for the Regulation of Engineering in Nigeria (COREN) – 3 pts</li> <li>• Evidence of registration with UNGM – 2 pts</li> </ul> |
| 1.3 | Financial capacity certified by an audit firm  | 3           | <ul style="list-style-type: none"> <li>• Audited financial accounts for the past 3 years and Copy of Tax Clearance Certificate for 2020, 2021 &amp; 2022 - 1 pts each for Audited Account and Tax Clearance for each year</li> </ul>   |
| 2   | Implementation methodology   |             | Comment  |



|          |  |                    |  |
|----------|--|--------------------|--|
| 2.1      | Implementation strategy, plan to ensure quality control, proper hygiene, site safety and security, plan for material provision   | 15                 | <ul style="list-style-type: none"> <li>• Method statement - Understanding of the ToR- 5 pts</li> <li>• Quality control plan – 5 pts</li> <li>• HSE plan – 5 pts</li> </ul>   |
| 2.2      | Detailed GANTT chart   | 5                  | <ul style="list-style-type: none"> <li>• GANTT chart clearly showing project completion within 3 months</li> </ul>   |
| <b>3</b> | <b>Company and key personnel</b>   |                    | <b>Comment</b>   |
| 3.1      | List of key personnel; team members proposed for the assignment demonstrate adequate experience in construction and on similar projects  | 5                  | <ul style="list-style-type: none"> <li>• Organogram of the required team and their names with their specialities</li> </ul>  |
| 3.2      | Curriculum vitae, academic qualifications and professional membership certificates of key personnel  | 10                 | <ul style="list-style-type: none"> <li>• Attach copies of CVs, academic degrees, and professional licenses of all professionals as listed in section 5.1 ToR – 2 pts per required professional listed</li> </ul>   |
| <b>4</b> | <b>Capacity of the contractor</b>  | <b>Max. Points</b> | <b>Comment</b>   |
| 4.1      | List of similar projects/samples of previous work. The company has previously conducted similar work in the last 5 years   | 10                 | <ul style="list-style-type: none"> <li>• Letter of award and completion certificate of at least five previous projects executed between 2018 and 2022 – 2 pts for Letter of Award and Completion certificate submitted for each project.</li> </ul>  |
| 4.2      | Reference letters from clients (not banks) of previous projects completed within the previous three years, including the client's contact information                                  | 5                  | <ul style="list-style-type: none"> <li>• Attach a minimum of three reference letters from previous clients showing the name of the client, contact person, official email address, and phone number – 2.5 pts per verified reference check</li> </ul>  |
| 4.3      | The physical address of the head office  | 5                  | <ul style="list-style-type: none"> <li>• Provide the physical address of the head office, which will be verified by UNICEF</li> </ul>  |
| 4.4      | List of equipment (owned or rented) with Evidence of ownership or lease agreement duly signed in a court. Equipment such as a pickup truck (1), concrete mixer (2), poker vibrator (2) | 5                  | <ul style="list-style-type: none"> <li>• Evidence of ownership or lease agreement of 1 Pickup Van – 1 pts</li> <li>• Evidence of ownership or lease agreement of 2 Concrete mixers – 2 pts</li> <li>• Evidence of ownership or lease agreement of 2 Poker Vibrator – 1 pts</li> </ul>  |
|          | Total Technical Scores   | <b>70</b>          |  |
|          | Pass Score (70% of 70)   | <b>49</b>          |  |
|          | Financial Score  | <b>30</b>          | Financial proposals for technical proposals that meet the minimum threshold receive scores in inverse proportion, calculated as (Maximum score for financial proposal * Price of lowest financial proposal)/Price of financial proposal. They are also assessed to ensure they are within an acceptable margin of the BOQ (which is internal to UNICEF). |
|          | Total Scores (Technical + Financial)   | <b>100</b>         | Proposals that meet minimum standards in both the technical and financial reviews will receive a final cumulative weighted score, which will be discussed among the technical and financial review committees to make final vendor selections.   |
|          |  |                    |  |

## 9. Additional considerations

9.1. Child Safeguarding and Protection from Sexual Exploitation and Abuse policies: All personnel working directly or indirectly on this construction must adhere to the Child Safeguarding Policy and Protection from Sexual Exploitation and Abuse policy which state:

- 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.
- Personnel is Prohibited from sexually exploiting a child, such as by procuring sexual favours from him/her or engaging in acts associated with child sexual abuse.
- Personnel is prohibited from deliberately exposing a child to sexual activity or material, for purposes related to the sexual gratification of an adult.

These policies will be understood and signed before commencing the contract.

9.2. Child labour: UNICEF has zero tolerance for child labour, and this should not be condoned by the contractor. All workers on site should be at least 18 years old.

9.3. Protection from sexual exploitation and sexual abuse: Consistent with the UN Secretary General's Bulletin related to "Special measures for protection from sexual exploitation and sexual abuse" (ST/SGB/2003/13), entities and individuals entering into cooperative agreements with an agency of the United Nations are obligated to "take preventative measures against sexual exploitation or abuse, to investigate allegations thereof, or to take corrective action when sexual exploitation or sexual abuse has occurred." Failure to do so "shall constitute grounds for termination of any cooperative arrangement with the United Nations." The Contractor is expected to have in place explicit policies related to the prevention of sexual exploitation and abuse of beneficiaries, including the commitment to the IASC 6 Core Standards (IASC/2002) and the investigation of such cases. Where the contractor does not have enough capacity for the investigation of such cases, it should request the support of UNICEF. Any individual may report reasonable suspicion of sexual exploitation or abuse of beneficiaries to UNICEF if the complainant so prefers.

9.4. Security: The contractor is responsible for carrying out a security check on all staff to be employed for these works. All staff must have an ID card before entering the premises and obey the security details of the office environment. The contractor shall arrange for transportation and security of all equipment and personnel as necessary for the proper completion of the contract.

9.5. Working hours: All work must be carried out within the official office opening and closing hours.

9.6. Safety: The contractor is responsible for ensuring the safety of everyone at the site, including but not limited to providing safety equipment for all personnel, a well-stocked first aid box and necessary COVID-19 protection and prevention measures. The contractor shall execute all work by recognized procedures and guidelines to minimise accidents, and protect lives and property, as well as the environment within which it operates.

9.7. Removal of personnel: The contractor 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.

9.8. Travel: The contractor's construction workers and site managers are expected to be available onsite for the duration of the project. The contractor's senior management is expected to travel to sites as needed to ensure the proper execution of the project. All travel costs will be borne by the contractor.

9.9. Standards of conduct:

- General: The contractors shall maintain satisfactory standards of employee competency, conduct, cleanliness, appearance, and integrity and shall be responsible for taking such disciplinary action concerning such employees as may be necessary. The contractor's employees are expected to adhere to standards of conduct that reflect credit on themselves, their employer, and UNICEF. UNICEF Nigeria 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 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 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.
  - Conduct: Disorderly conduct, use of abusive or offensive language, quarrelling, intimidation by words, actions, or fighting shall not be condoned. Participation in disruptive activities which interfere with normal and efficient UNICEF operations is also not allowed.
  - Intoxicants and Narcotics: The contractor 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 contractor's employees for any 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.
- 9.10. Confidential nature of documents: All maps, drawings, photographs, mosaics, plans, reports, recommendations, estimates, documents, and all other data compiled by or received by the Consultant Firm under this Contract shall be the property of UNICEF, shall be treated as confidential and shall be delivered only to the UN authorised officials on completion of work under this Contract. The Consulting firm may not communicate at any time to any other person, Government, or authority external to UNICEF any information known to it because of its association with UNICEF which has not been made public except with the authorisation of the UNICEF; nor shall the Consultant at any time use such information to private advantage. These obligations do not lapse upon termination of this Contract with UNICEF.
- 9.11. Safety and insurance policy: The contractor shall provide and after that maintain insurance against all risks in respect of its property and any equipment used for the execution of this project. The contractor will be solely responsible for the compensation and liability insurance, or it is equivalent, concerning its employees to cover claims for death, bodily injury or damage to property arising from the execution of the project. The contractor shall also provide and after that 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 contract or the operation of any vehicles, boats, aeroplanes, or other equipment owned or leased by employees (Construction Professionals) performing work or services on this contract.



- 9.12. Indemnification: UNICEF shall not be held liable for any negligence of the consulting firm in discharging its responsibilities. UNICEF shall take steps to be indemnified should the negligence be considered significant. The consulting firm shall indemnify, hold, and save harmless and defend, at its own expense, UNICEF 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 consulting firms 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, and its employees (Construction Professionals). These obligations will not lapse upon completion of the project.
- 9.13. Warranty/defect liability: The entire project shall be guaranteed for a one-year Defect Liability Period. Within this year, the Vendor shall be responsible for adjustments and others considered negligence on the part of the contractor. The consulting firm shall take steps to address such challenges at no cost to UNICEF.
- 9.14. Copyright, patents and other proprietary rights: UNICEF shall be entitled to all intellectual property and other proprietary rights, including but not limited to patents, copyrights, and trademarks concerning documents and other materials which directly relate to or are prepared or collected in consequence or during the execution of the project. At UNICEF's request, the Consultant Firm shall take all necessary steps, execute all the required documents, and generally assist in securing such proprietary rights and transferring them to UNICEF in compliance with the requirements of the applicable law.
- 9.15. Source of instructions: The contractor shall neither seek nor accept instructions from any authority external to UNICEF concerning the performance of its services for the project. The contractor shall refrain from any action which may adversely affect UNICEF or the United Nations and shall fulfil its commitments with the fullest regard to the interests of UNICEF.
- 9.16. Quality control: The contractor 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 substandard conditions noted by UNICEF Engineers shall be promptly corrected and improved; any conditions beyond the responsibility of the Consulting firm shall be brought to the attention of the UNICEF Construction unit. Any change in the specification must be extensively discussed with the UNICEF construction unit.
- 9.17. UNICEF recourse in case of unsatisfactory performance: The deliverables and progress will be evaluated weekly by the UNICEF Construction unit. Any unsatisfactory work will lead to a stop payment for the deliverables and will be blacklisted for further consideration in the contracting process.
- 9.18. Facilities: All required facilities for the proper development of the assignment shall be the contractor's responsibility. The contractor's fee shall be inclusive of all office administrative costs. For example (the minimum requirements), the Consulting Firm should arrange the following services:
- Office with adequate facilities
  - Equipment including telephone, computer and accessories, printer, and a photocopier
  - Office stationeries are required during the project period
  - Transportation, Security and Accommodation for the Consulting Firm Staff
  - Adequate internet and e-mail facilities.

- 9.19. Reporting: The Consulting firm or the designated construction professional(s) will report to UNICEF Construction Unit. The Firm will be expected to provide all documentation as requested to UNICEF.

## Annexes

- I. Detailed drawings
- II. Bills of quantities
- III. Field assessment photos
- IV. Material/Technical Specifications
- V. UNICEF Standard Contractual Terms and Conditions

### Instructions to bidders:

- Closing date – 13<sup>th</sup> December 2023
- Pre-Bid Meeting – Online via Teams by 11am, **29<sup>th</sup> November 2023**. Interested vendors must send in acknowledgement to bid in an email, to be invited for the Pre-Bid meeting. All questions on the bid shall be entertained during the Pre-Bid meeting
- Bids must be in Naira,
- Bids opened to only Nigerian companies who work and operate in Nigeria,
- **Financial proposal should be summarized per health facility in a letter headed paper duly signed with names, email address and phone number of the contact person**
- All bids will be sent via email to [ngrsupply@unicef.org](mailto:ngrsupply@unicef.org) with the RFPS number as reference,
- Other supporting documents (Technical drawings, electrical drawings etc you can access via the link below

 [Technical Doc for Kastina PHC for Procurement](#)

**Note:** should you have difficulty accessing the link, please contact us: [psule@unicef.org](mailto:psule@unicef.org) and [aohashiegbulam@unicef.org](mailto:aohashiegbulam@unicef.org)