

LRPS-2024-9191411

10 Jul 2024

UNITED NATIONS CHILDREN'S FUND (UNICEF)**Wishes to invite you to submit a proposal for**

Provision of a Fitted Kitchen, Warehouse Shelving and Construction of Shed for Walk-in- Cold Room for the MoHCC Central Vaccine Stores, Parirenyatwa Hospital grounds.

Background:

UNICEF Zimbabwe has supported construction of an EPI dry Stores adjacent to the Central Vaccine Stores. The purpose of the Dry Stores is to house all Injection Safety material and Cold Chain Equipment spares and accessories. The procurement of the Dry Stores did not include shelving as this was not part of the budget for construction. It was agreed the shelving can be done after the main building's construction.

UNICEF supported the construction of the EPI Dry Stores which was completed in 2023. In addition, the Dry Stores require shelving to properly package and contain the supplies when they are in storage. The MoHCC has started to receive suppliers to organise supplies and provide ample space to store things in their appropriate place and allow warehouse operations to optimize their use of both vertical and horizontal space. They also protect the product and make inventory management and retrieval much simpler. Housed next to the dry stores is a kitchen which needs to be fitted with cupboards, drawers and appliances and kitchen accessories such as refrigerators, microwave, electric kettle procured. The MoHCC has also procured two Walk-In-Cold Rooms (WICRs) for storage of vaccines and because the current stores no longer have space to accommodate the units, there is a plan to install a shed in the open but needs to ensure it is secure and protected from direct sunlight.

It is against this background the MoHCC has requested UNICEF to support the procurement process.

Justification:

The Dry Stores require shelving to properly package and contain the supplies when they are in storage. Ministry has started to receive suppliers to organise supplies and provide ample space to store things in their appropriate place and allow warehouse operations to optimize their use of both vertical and horizontal space. They also protect the product and make inventory management and retrieval much simpler.

A fitted kitchen in the Central Vaccine Stores may seem unconventional, but it offers several practical benefits. It provides a space for staff to prepare meals and refreshments, and host training sessions and meetings. By incorporating a kitchen, the vaccine stores can become a hub for staff welfare, training, and logistical support, ultimately enhancing vaccine management and public health services.

The MoHCC has procured a WICRs for vaccine storage but requires a shed to accommodate it due to space constraints in the main warehouse. The shed will provide a secure and protected environment, shielding vaccines from direct sunlight and ensuring optimal storage conditions. This investment will safeguard vaccine potency, support immunization programs, and protect the WICRs from environmental elements, making it a necessary expenditure for Effective Vaccine Management.

Goal and Objective:

The overall objective is providing a fitted kitchen, warehouse shelving and shed for a WICRs for the EPI Dry Stores for the MoHCC, Parirenyatwa Hospital grounds, Harare.

Specific objectives are to:

1. To provide a fitted kitchen for the Central Vaccine stores.
2. To provide warehouse shelving for the Central Vaccine stores.
3. To construct a shed for a WICRs at the Central Vaccine store.

Specific Tasks:

The contracted firm/firms are expected to provide the following:

- Undertake comprehensive site assessment at the locations where warehouse, shed and fitted kitchen will be constructed. The site visit will be arranged by UNICEF in collaboration with the MoHCC Q3 2024. The firm will have to provide the names of their company representatives who will take part in the site visit. The firm shall arrange and provide its own transport to the site visit. The firm is expected to provide a proposal and price for fitted kitchen, warehouse shelving and construction of shed for walk-in-cold room.
- Procure, supply and transport construction materials to the site.

Methodology:

Separate contractors will be expected to carry out tasks in their area of expertise as set out below:

1. Fitted Kitchen

FITTED KITCHEN UNITS

- All prices deemed to include for the complete supply and fitting as shown on the drawings.
- The descriptions therefore of such units shall be deemed to include all components including water proofing joints with approved silicone sealant.
- Super gloss summer white (MDF) grey melamine (supplier and client to confirm the correct grey shade during site assessment) edged with 1mm gloss white edging to all exposed surfaces including doors.
- All inside framing to be done in white melamine and edged with 1mm gloss edging.
- Drawers to be on soft close 500mm drawer runners.
- Handle type to be confirmed by client.
- 1No. pull-out 3tier chrome plated spice rack to be allowed for.
- 30mm polished granite top to be allowed for (supplier and client to confirm the correct gray shade during site assessment)
- 20mm polished granite to be used on all skirtings and splash backs.
- Double door 600 litre fridge, microwave, 900mm hob, electric kettle and 900mm fan extractor – Defy Models

2. SHED FOR WALK-IN COLD ROOMS

- 11.07meters long by 8.94meters wide by 6meters high shed size for WICRs.
- Foundation depth to be determined on site, minimum 700mm.
- 100mm concrete floor slab on minimum 150mm rammed and filled after removal of loose turf.
- Site must be treated of termites.
- Structure to be constructed on 140mm IPE section columns.
- Roof to be finished in 0.58mm IBR chromadek sheets.
- Walls to be clad with 0.58mm IBR chromadek sheets bellow 2500mm high and 1.6mm steel louvre blades above as per drawing.
- Electrical services by specialist.

3. WAREHOUSE SHELVING

WAREHOUSE - HEAVY DUTY SHELVING

- The material quantities are specifically referred to the drawings with measurements verification on site.
- Space between shelf modules (at least 4000mm apart) should be maneuverable by a forklift.
- 5tier steel pallet racking with 114mm by 38mm saligna timber slates.
- Space between shelves: - Space between bottom shelf to be 780mm for small items.
- space between 3 top shelves to be 1500mm.
- Shelves to be erected, adjusted and interchangeable and dismantled easily for re-use.
- Each module to be 5tier, 6000mm high by 2400mm long by 1200mm deep.
- Modules 1 to 4 and 13 to 15 to be single sided and modules 5 to 12 to be double sided.

WAREHOUSE - LIGHT DUTY SHELVING

- 12No. modules 4tier light duty steel shelves.
- Each module to be 1900mm high by 170mm long by 600mm deep steel shelves.
- steel shelf module components to be bolted and joined together.
- components can be interchangeable.

Expected Deliverables

1. Provision of a fitted kitchen and procurement of kitchen accessories (refrigerator, microwave, electric kettle/jug) by 30 October 2024.
2. Provision of warehouse shelving – by 30 October 2024.
3. Construction of shed for WICRs by 30 October 2024.

Payment Terms:

- Payment will be made within 30 days of receipt of contractor's invoice for each of the proposed works (fitted kitchen, warehouse shelving and shed for walk-in freezer) which is issued after satisfactory completion of work as per the TORs. Payment will be done per successful completion of each deliverable.
- A 5% retention fee and a 5% performance warranty will be withheld against invoice as a Performance Guarantee against defects. The amount will be refunded 12-months after completion of all works and final payment after validation certification that no defects exist.
- The prices in the contract cannot be increased unless by express written agreements by UNICEF.

Reporting

- The contractor will work closely with UNICEF Zimbabwe staff in the Health and Nutrition, Logistics and Supply sections and Government officers in the Ministry of Local Government and Public Works, MOHCC officials (Environmental Health) as appropriate.
- Where required they may need to liaise with government officials from other ministries.

Duration of the contract

The contract is expected to be completed within 2 months from the date of issuing of contract.

Evaluation Criteria:

After the opening of the RFP, Technical Proposals will be evaluated by a multidisciplinary evaluation team composed of UNICEF and MOHCC technical staff. The technical evaluation will be restricted to the contents of the Technical Proposal and supporting documents submitted.

Evaluation of the Technical Proposal will be completed prior to evaluation of the Financial Proposal. The Proposals must contain complete documentation and information required for UNICEF to comprehensively evaluate each Proposal in accordance with the Evaluation Assessment Criteria contained in Table below:

Technical Proposal: (60 Points)

1. OVERALL RESPONSE - (5 Points)

- Understanding of UNICEF's needs and responsiveness to the requirements. - Understanding of scope, objectives, and completeness of response.
- Overall concord between RFP requirements and proposal.

2. STRATEGY, METHODOLOGY AND APPROACH - (20 Points)

- Quality of proposed approach/ methodology (5)
- Quality of proposed implementation plan, i.e., how the bidder will undertake each task and maintenance of project schedules (5).
- Recognition of direct risks/peripheral issues and methods to prevent and manage risks/peripheral issues. (10)

3. PROPOSED TEAM AND PROFESSIONAL ORIENTATION - (20 Points)

- Structure of Management Team.
- Team leader: relevant experience, qualifications, and position with bidder.
- Team members: relevant experience of similar scope and complexity qualifications.
- Professional expertise and knowledge.
- Quality of local partner(s) included as sub-contractor(s), if applicable.

4. Evidence-supported TECHNICAL CAPACITY and ORGANIZATIONAL EXPERIENCE - (15)
- Range and depth of experience with similar projects, contracts, and clients (5).
 - Financial status of Institution (5).
 - Evidence of similar assignments undertaken in the region, Africa and elsewhere (5).

FINANCIAL - (40 Points)

Assessment/review will include:

- Overall, Price.
- Completeness of the Financial Proposal (ensure that all costs, including professional fees, costs of travel, salaries, insurance, etc. are included in the price offered).
- Payment terms/schedule of payment proposed.
- Timeline proposed.
- Period of validity of Proposal.

NOTE: As the most financially attractive offers will be at an advantage, if the Institution can offer any discounts or options, they should be clearly marked in the financial proposal to facilitate the comparison.

The Technical Proposal has a total possible evaluation value of 60 points. Technical Proposals receiving 36 points or higher will be considered technically compliant to be prequalified to carry out verifications. Technical proposals that score 36 points or higher will have their financial proposals evaluated. Proposals which are not considered to be technically compliant and non-responsive will not be given further consideration.

The total number of points allocated for the Financial Proposal is 40. The maximum number of points will be allotted to the lowest price proposal that is opened and compared among those invited firms/institutions which obtain the threshold points in the evaluation of the technical component. All other price proposals will receive points in inverse proportion to the lowest price,

e.g.:

$$\text{Score for "Price proposal X"} = \frac{40 * \text{Price of lowest priced proposal}}{\text{"Price of proposal X"}}$$

Total Technical and Price: 100 Points

The most-favored Proposal will be selected based on the best scoring of both Technical and Financial proposals (best overall value). All prices/rates quoted must be exclusive of all taxes as UNICEF is a tax-exempt organization. Institutions are requested to propose a reasonable and realistic payment schedule and payment terms in accordance with the work assignment and deliverables herein. All payment schedules and terms must be in line with global UNICEF policies and procedures.

In addition to the Technical and Financial Evaluation, UNICEF reserves the right to conduct an independent, administrative validation exercise to ensure that potential institutions meet the minimum legal, financial, and structural suitability requirements. Institutions that do not meet such requirements could be disqualified.

All references to descriptive material and brochures should be included in the appropriate response paragraph, though the material/documents themselves may be provided as annexes to the Proposal.

The proposer must also provide sufficient information in the Proposal to address each area of the Evaluation Assessment Criteria in Table above to allow the evaluation team to make a fair assessment of the individual/company and their capacity to execute the services offered in the Proposal.

Information, which the proposer considers proprietary, should be clearly marked "proprietary", if any, next to the relevant part of the text, and UNICEF will treat such information accordingly.

Responses deemed not meet all the mandatory requirements will be considered non-compliant and

rejected at this stage without further consideration. Failure to comply with any of terms and conditions contained in the RFP, including provision of all required information may result in a response or proposal being disqualified from further consideration.

Expected background and Experience.

Interested firms should meet the following minimum qualifications:

- Should be a legal entity or consortium of legal entities with necessary skills, knowledge, and innovative capacity in construction of structures.
- Should have demonstrated or verifiable experience of working in similar projects in Africa.
- Should have capacity to procure or provide materials required for the construction of the storage facility.
- Core team members should be fluent in English.

General Conditions: Procedures and Logistics

- The contractors will be expected to provide their transport, office space and other equipment as required for their work.
- All travel will be arranged by the contractor and will be by most economical fare.
- The contractor selected will be governed by and subject to UNICEF's General Terms and Conditions for institutional contracts.
- The logistical cost involved in preparing the proposal is at the contractor's expense.
- The contractor shall be responsible for the professional and technical competence of its employees and will select, for work under the contract, reliable individuals who will perform effectively in the implementation of the contract, respect to local customs and conform to a high standard of moral and ethical conduct.
- If the contractor fails to deliver any or all of the deliverables within the time period specified in the contract, or fails to perform any of the terms, conditions or obligations of the contract, or should the contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the contractor make an assignment for the benefits of its creditors, or should a receiver be appointed on account of the insolvency of the contractor, UNICEF, may without prejudice to any other right or remedy it may have under the terms of these conditions, terminate the contract , forthwith, in whole or in part upon thirty(30) days' notice to the contractor.

Policy both parties should be aware of:

- All remuneration must be within the contract agreement.
- No contract may commence unless the contract is signed by both UNICEF and the Contractor.
- No member of the contracting company may travel prior to contract signature.
- Members of the contracting company will not have supervisory responsibilities or authority on UNICEF budget.

Bid submission deadline is 31 Jul 2024 and 10:00 Hrs.

THIS REQUEST FOR PROPOSAL FOR SERVICES HAS BEEN:

Prepared By:

Date: 11-07-2024



(To be contacted for additional information, NOT FOR SENDING PROPOSALS)

Email : mthussain@unicef.org

Approved By:



11-07-2024

Date:

REQUEST FOR PROPOSAL FOR SERVICES FORM

This FORM must be completed, signed and returned to UNICEF.

Proposal must be made in accordance with the instructions contained in this Request for Proposal for Services (RFPS).

TERMS AND CONDITIONS OF CONTRACT

Any Contract resulting from this RFPS shall contain UNICEF General Terms and Conditions for Institutional and Corporate Contracts and any other Specific Terms and Conditions detailed in this RFPS.

INFORMATION

Any request for information regarding this RFPS must be forwarded by email to the person who prepared this document, with specific reference to the RFPS number.

The Undersigned, having read the Terms and Conditions of RFPS No. **LRPS-2024-9191411** set out in the attached document, hereby offers to execute the services specified in this document.

Currency of Proposal: _____

Validity of Proposal: _____

Please indicate which of the following Early Payment Discounts Terms are offered by you:

10 Days 3.0% _____ 15 Days 2.5% _____ 20 Days 2.0% _____ 30 Days Net _____ Other _____

Declaration

The undersigned, being a duly authorized representative of the Company, represents and declares that:

1.	The Company and its Management ¹ have not been found guilty pursuant to a final judgment or a final administrative decision of any of the following:	YES	NO
	a. fraud;	<input type="checkbox"/>	<input type="checkbox"/>
	b. corruption;	<input type="checkbox"/>	<input type="checkbox"/>
	c. conduct related to a criminal organization;	<input type="checkbox"/>	<input type="checkbox"/>
	d. money laundering or terrorist financing;	<input type="checkbox"/>	<input type="checkbox"/>
	e. terrorist offences or offences linked to terrorist activities;	<input type="checkbox"/>	<input type="checkbox"/>
	f. sexual exploitation and abuse;	<input type="checkbox"/>	<input type="checkbox"/>
	g. child labour, forced labour, human trafficking; or	<input type="checkbox"/>	<input type="checkbox"/>
	h. irregularity (non-compliance with any legal or regulatory requirement applicable to the Company or its Management).	<input type="checkbox"/>	<input type="checkbox"/>

¹ “Management” means any person having powers of representation, decision-making or control over the Organization. This may include, for example, executive management and all other persons holding downstream managerial authority, anyone on the board of directors, and controlling shareholders.

2.	The Company and its Management have not been found guilty pursuant to a final judgment or a final administrative decision of grave professional misconduct .	<input type="checkbox"/>	<input type="checkbox"/>
3.	The Company and its Management are not: bankrupt, subject to insolvency or winding-up procedures, subject to the administration of assets by a liquidator or a court, in an arrangement with creditors, subject to a legal suspension of business activities, or in any analogous situation arising from a similar procedure provided for under applicable national law.	<input type="checkbox"/>	<input type="checkbox"/>
4.	The Company and its Management have not been the subject of a final judgment or a final administrative decision finding them in breach of their obligations relating to the payment of taxes or social security contributions.	<input type="checkbox"/>	<input type="checkbox"/>
5.	The Company and its Management have not been the subject of a final judgment or a final administrative decision which found they created an entity in a different jurisdiction with the intent to circumvent fiscal, social or any other legal obligations in the jurisdiction of its registered office, central administration, or principal place of business (<i>creating a shell company</i>).	<input type="checkbox"/>	<input type="checkbox"/>
6.	The Company and its Management have not been the subject of a final judgment or a final administrative decision which found the Company was created with the intent referred to in point (5)(<i>being a shell company</i>).	<input type="checkbox"/>	<input type="checkbox"/>

The UNICEF reserves the right to disqualify the Company suspend or terminate any contract or other arrangement between the UNICEF and the Company, with immediate effect and without liability, in the event of any misrepresentation made by the Company in this Declaration.

It is the responsibility of the Company to immediately inform the UNICEF of any changes in the situations declared.

This Declaration is in addition to, and does not replace or cancel, or operate as a waiver of, any terms of contractual arrangements between the UNICEF and the Company.

Signature:

Date:

Name & Title:

Name of the Company:

UNGM #:

Postal Address:

E-mail :

PART I – PURPOSE OF THIS REQUEST FOR PROPOSALS FOR CONSTRUCTION WORKS**1. BACKGROUND**

1.1 UNICEF promotes the rights and wellbeing of every child, in everything we do. Together with our partners, we work in 190 countries and territories to translate that commitment into practical action, focusing special effort on reaching the most vulnerable and excluded children, to the benefit of all children, everywhere.

2. SOLICITATION

2.1 The purpose of this Request for Proposals for Construction Works “RFPS”) is to invite proposals for Provision of a Fitted Kitchen, Warehouse Shelving and Construction of as fully detailed in the Terms of Reference attached at Annex B

2.2 This RFPS document is comprised of the following:

- This document
- [The UNICEF Standard Contract for Construction Works \(Form A\)](#) and [Standard Contract for Construction Works \(Form B\)](#) which are attached as Annex A to this document
- The full Terms of Reference attached at Annex B
- Technical Evaluation Criteria - ANNEX C

2.3 This RFPS is an invitation to treat and shall not be construed as an offer capable of being accepted or as creating any contractual, other legal or restitutionary rights. No binding contract, including a process contract or other understanding or arrangement, will exist between the Proposer and UNICEF and nothing in or in connection with this RFPS shall give rise to any liability on the part of UNICEF unless and until a contract is signed by UNICEF and the successful Proposer.

PART II – PROPOSAL SUBMISSION PROCESS**1. PROPOSAL SUBMISSION SCHEDULE**

1.1 Acknowledgement of receipt of RFPS. Proposers are requested to inform UNICEF as soon as possible by Email to Muhammad Tanveer Hussain at mthussain@unicef.org, amachekano@unicef.org, amagudhu@unicef.org that they have received this RFPS.

IMPORTANT: PROPOSALS ARE NOT TO BE SENT TO THE INDIVIDUAL STATED ABOVE – ANY PROPOSALS SENT TO THE ABOVE NAMED INDIVIDUAL WILL BE DISQUALIFIED.

1.2 Questions from Proposers. Proposers are required to submit any questions in respect of this RFPS by Email to Muhammad Tanveer Hussain at mthussain@unicef.org, amachekano@unicef.org, amagudhu@unicef.org. The deadline for receipt of any questions is 18 Jul 2024 and 16:00 Hrs.

IMPORTANT: PROPOSALS ARE NOT TO BE SENT TO THE INDIVIDUAL STATED ABOVE – ANY PROPOSALS SENT TO THE ABOVE NAMED INDIVIDUAL WILL BE DISQUALIFIED.

Proposers are required to keep all questions as clear and concise as possible.

Proposers are also expected to immediately notify UNICEF in writing of any ambiguities, errors, omissions, discrepancies, inconsistencies or other faults in any part of the RFPS, providing full details. Proposers will not benefit from such ambiguities, errors, omissions, discrepancies, inconsistencies or other faults.

UNICEF will compile the questions received. UNICEF may, at its discretion, at once copy any anonymized question and its reply to all other invited Proposers and/or post these on the UNICEF website and/or respond to the question at a bid conference. After any such bid conference, a Questions and Answers document may be prepared and will be made available in public.

1.3 Amendments to RFPS Documents. At any time prior to the Submission Deadline, UNICEF may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Proposer, modify the RFPS documents by amendment. If the RFPS was available publicly online, amendments will also be posted publicly online. Further, all prospective Proposers who have received the

RFPS documents directly from UNICEF will be notified in writing of all amendments to the RFPS documents. In order to afford prospective Proposers reasonable time in which to take the amendment into account in preparing their Proposals, UNICEF may, at its sole discretion, extend the Submission Deadline.

1.4 Site Visit A site visit for this project is **MANDATORY** for the Proposer

Site visit details:

Date: 15 July 2024 at 14:00 Hrs

Focal Person Contact Details at Site:

Name: Casper Chivambe

Address: EPI Unit, Central Vaccine Stores,
Pariirenyatwa grounds

Contact Number: 0773255892

1.5 Bid conference. A bid conference will be held on 16 Jul 2024 and 10:00 Hrs at Teams Online Meeting

1.6 Submission Deadline. The deadline for submission of proposals is as follows: 31 Jul 2024 and 10:00 Hrs.

Any proposals received by UNICEF after the Submission Deadline will be rejected.

1.7 Proposal Opening. Due to the nature of this RFPS, there will be no public opening of proposals

2. LANGUAGE

2.1 The Proposal prepared by the Proposer and all correspondence and documents relating to the Proposal exchanged by the Proposer and UNICEF, will be written in English. Supporting documents and printed literature furnished by the Proposer may be in another language provided that they are accompanied by an appropriate translation in English. When interpreting the Proposal, the translated version of these supporting documents and printed literature will prevail over the original version of these documents. The sole responsibility for translation, including the accuracy of the translation, will rest with the Proposer.

3. VALIDITY OF PROPOSALS; MODIFICATION AND CLARIFICATIONS; WITHDRAWAL

3.1 Validity Period. Proposers must indicate the validity period of their Proposal. Proposals should be valid for a period of not less than one hundred and twenty (120) days after the Submission Deadline. UNICEF reserves the right not to consider proposals that are valid for a shorter period of time. UNICEF may request the Proposer to extend the validity period. The Proposal of Proposers who decline to extend the validity of their Proposal shall become disqualified as no longer valid.

3.2 Other Changes. All changes to a Proposal must be received by UNICEF prior to the Submission Deadline. The Proposer must clearly indicate that the revised Proposal is a modification and supersedes the earlier version of the Proposal, or state the changes from the original Proposal.

3.3 Withdrawal of Proposal. A Proposal may be withdrawn by the Proposer on e-mailed or written request received by UNICEF from the Proposer prior to Submission Deadline. Negligence on the part of the Proposer confers no right for the withdrawal of the Proposal after it has been opened.

3.4 Clarifications Requested by UNICEF. During the evaluation of Proposals, UNICEF may, in its sole discretion, seek clarifications from any Proposer in order for UNICEF to fully understand the Proposer's Proposal and assist in the examination, evaluation and comparison of Proposals. UNICEF may seek such clarifications through written communications or may request an interview with any Proposer. During this clarification process, no change in the price or substance of the Proposal will be sought, offered or permitted, except as required in order to allow for correction of arithmetical errors discovered by UNICEF.

3.5 References. UNICEF reserves the right to contact any or all references supplied by the Proposer(s)

and to seek references from other sources as UNICEF deems appropriate.

4. ELIGIBILITY;PROPOSER INFORMATION

- 4.1 Proposer. The term “Proposer” refers to those companies that submit a proposal pursuant to this RFPS and “Proposal” refers to all the documents provided by the Proposer in its response to this RFPS. A Proposer will only be eligible for consideration if it complies with the representations set out in Part V of this RFPS, including the representations on ethical standards, including conflicts of interest.
- 4.2 Joint Venture, Consortium or Association.
- (a) If the Proposer is a group of legal entities that will form or have formed a joint venture, consortium or association at the time of the submission of the proposal, each such legal entity will confirm in their joint Proposal that:
 - (i) they have designated one party to act as a lead entity, duly vested with authority to legally bind the members of the joint venture jointly and severally, and this will be evidenced by a Joint Venture Agreement among the legal entities, which will be submitted along with the Proposal; and
 - (ii) if they are awarded the contract, the designated lead entity will enter into the contract with UNICEF, who will be acting for and on behalf of all the member entities comprising the joint venture.
 - (b) After the Proposal has been submitted to UNICEF, the lead entity identified to represent the joint venture will not be altered without the prior written consent of UNICEF.
 - (c) If a joint venture’s Proposal is the Proposal selected for award, UNICEF will award the contract to the joint venture, in the name of its designated lead entity. The lead entity will sign the contract for and on behalf of all other member entities and will be solely responsible for the coordination and implementation of the works. All payments for the accepted works will only be made to the lead entity only.
- 4.3 Proposals from Government Organizations. The eligibility of Proposers that are wholly or partly owned by the Government will be subject to UNICEF’s further evaluation and review of various factors such as being registered as an independent entity, the extent of Government ownership/share, receipt of subsidies, mandate, access to information in relation to these RFPS documents, and others that may lead to undue advantage against other Proposers, and the eventual rejection of the Proposal.
- 4.4 Proposals from organizations where the sole proprietor is a former or retired UNICEF/UN staff member. Any organization, whose sole proprietor is a former or retired staff member of UNICEF (or any other United Nations organization), which submits a Proposal must disclose his/her previous United Nations employment at the time of submission. Any such Proposal will be treated as though the Proposal came from an individual for the purposes of UNICEF’s standard conditions on contracting former and retired members of staff.

5. PREPARATION OF OFFER

- 5.1 Proposers are responsible to inform themselves in preparing their Proposal. In this regard, the Proposers will ensure that they:
- Examine all terms, requirements and formal submission instructions (e.g. regarding form and timing of submission, marking of envelopes, no price information in technical proposal etc.) included in the RFPS documents (including the Instruction to Proposers section);
 - Review the RFPS to ensure that they have a complete copy of all documents;
 - Review the UNICEF Standard Contract for Construction Works (Form A) and Standard Contract for Construction Works (Form B) publicly available on the UNICEF Supply website: <https://www.unicef.org/supply/resources/procurement-policies> ;
 - Review the UNICEF policies publicly available on the UNICEF Supply website: <https://www.unicef.org/supply/resources/procurement-policies>. In particular, Proposers should familiarize themselves with the obligations imposed on suppliers and their personnel and sub-contractors under the UNICEF Policy Prohibiting and Combatting

Fraud and Corruption and the UNICEF Policy on Conduct Promoting the Protection and Safeguarding of Children;

- Attend any bid conference if it is mandatory under this RFPS;
- Fully inform and satisfy themselves as to requirements of any relevant authorities and laws that apply, or may in the future apply, to the supply of the works.

Proposers acknowledge that UNICEF, its directors, employees and agents make no representations or warranties (express or implied) as to the accuracy or completeness of this RFPS or any other information provided to the Proposers.

- 5.2 Failure to meet all requirements and instructions in the RFPS documents or to provide all requested information will be at the Proposer's own risk, and may result in rejection of the Proposer's Proposal.
- 5.3 The Proposal must be organized to follow the format of this RFPS. Each Proposer must respond to the stated requests or requirements, and indicate that the Proposer understands and confirms acceptance of UNICEF's stated requirements. The Proposer should identify any substantive assumption made in preparing its offer. The deferral of a response to a question or issue to any contract negotiation stage is not acceptable. Any item not specifically addressed in the Proposal will be deemed as accepted by the Proposer. Incomplete or inadequate responses, lack of response or misrepresentation in responding to any questions will affect the evaluation of the Proposal.
- 5.4 All references to descriptive materials should be included in the appropriate Proposal paragraph, though the material/documents themselves may be provided as annexes to the Proposal. The Proposer must also provide sufficient information in the Proposal to address each area of the evaluation criteria as presented in this document to allow a fair assessment of all of the Proposers and their Proposals. It is for UNICEF to determine, in its sole discretion, whether information provided is sufficient.
- 5.5 The completed and signed Request for Proposal for Construction Works Services Form must be submitted together with the Proposal. The Request for Proposal for Construction Works Form must be signed by a duly authorized representative of the Organization/Company.
- 5.6 Proposals must be clearly marked with the RFPS number.
- 5.7 If answer sheets are provided by UNICEF then these must be completed by the Proposer.
- 5.8 **Technical Proposal:** The Technical Proposal should address the criteria and requirements outlined in this RFPS, paying particular attention to its Terms of Reference and its evaluation criteria. It is important to note that UNICEF actively welcomes innovative proposals and original solutions to the stated service need. **NO PRICE INFORMATION SHOULD BE CONTAINED IN THE TECHNICAL PROPOSAL.**
- 5.9 **Price Proposal:** The Price Proposal should be prepared in accordance with the requirements contained in the Terms of Reference for this RFPS.
- 5.10 Each Proposer acknowledges that its participation in any stage of the solicitation process for this RFPS is at its own risk and cost. The Proposer is responsible for, and UNICEF is not responsible for, the costs of preparing its Proposal or response to this RFPS, attendance at any bid conference, site visit, meetings or oral presentations, regardless of the conduct or outcome of the solicitation process.
- 5.11 The Proposer's Proposal will include all the annexes attached to the Terms of Reference.

6. PROPOSAL DOCUMENTS; CONFIDENTIALITY

- 6.1 This RFPS, together with all Proposal documents provided by the Proposer to UNICEF, will be considered the property of UNICEF and Proposals will not be returned to the Proposers.
- 6.2 Information contained in the Proposal documents, which the Proposer considers to be its confidential information, should be clearly marked "confidential", next to the relevant part of the text, and UNICEF will treat such information accordingly.
- 6.3 All information and documents provided to the Proposers by UNICEF ("RFPS Materials") shall be treated as confidential by the Proposers. If the Proposer declines to respond to this RFPS, or, if the Proposal is rejected or unsuccessful, the Proposer will promptly destroy or delete all such RFPS Materials. The Proposer shall not use the RFPS Materials for any purpose other than the purpose of preparing a Proposal

and shall not disclose the RFPS Materials to any third party, except: (a) with the prior written consent of UNICEF; (b) where the third party is assisting the Proposer in preparing the Proposal, provided the Proposer has previously ensured that party's adherence to this duty of confidentiality; (c) if the relevant RFPS Materials are at the time of this RFPS lawfully in the possession of the Proposer through a party other than UNICEF; (d) if required by law, and provided that the Proposer has previously informed UNICEF in writing of its obligation to disclose the RFPS Materials; or (e) if the RFPS Materials are generally and publicly available other than as a result of breach of confidence by the person receiving the RFPS Materials.

7. MULTIPLE PROPOSALS AND PROPOSALS FROM RELATED ORGANIZATIONS

- 7.1 Proposers shall not submit more than one Proposal as part of this RFPS process.
- 7.2 If the Proposer is a group of legal entities that will form or have formed a joint venture, consortium or association at the time of the submission of the Proposal then neither the lead entity nor the member entities of the joint venture may submit another Proposal, either in its own capacity or as a lead entity or a member entity for another joint venture submitting another Proposal.
- 7.3 UNICEF reserves the right to reject separate Proposals submitted by two or more Proposers if the Proposers are related organizations and are found to have any of the following:
- (a) they have at least one controlling partner, director or shareholder in common; or
 - (b) any one of them receive or have received any direct or indirect subsidy from the other(s); or
 - (c) they have a relationship with each other, that gives one or more Proposers access to confidential information about, or influence over, the other Proposal(s); or
 - (d) they are subcontractors to each other's Proposal, or a subcontractor to one Proposal also submits another Proposal under its name as lead Proposer; or
 - (e) an individual proposed to be in the team of one Proposer participates in more than one Proposal received for this solicitation process.

PART III –AWARD/ADJUDICATION OF PROPSALS

1. AWARD

- 1.1 Proposal Evaluation Process.The evaluation is carried out by UNICEF in accordance with UNICEF's regulations, rules and practices and all determinations are made in UNICEF's sole discretion.

After opening the Proposals, UNICEF will carry out the following steps in the following order:

- *First*, each Proposal will be evaluated for compliance with the mandatory requirements of this RFPS. Proposals deemed not to meet all of the mandatory requirements will be considered non-compliant and rejected at this stage without further consideration. Failure to comply with any of the terms and conditions contained in this RFPS, including, but not limited to, failure to provide all required information, may result in a Proposal being disqualified from further consideration.
- *Second*, UNICEF will evaluate the Technical Proposal part for compliance with the technical requirements stated in this RFPS on the basis of the Proposal evaluation approach set out below.
- *Third*, UNICEF will undertake a commercial evaluation of the Price Proposal part of technically compliant Proposals on the basis of the Proposal evaluation approach set out below.

- 1.2 Proposal Evaluation Approach.

The evaluation criteria will be a split between technical and commercial (price proposal) scores (a 60 / 40 split).

Proposals submitted in response to this RFPS should include and will be evaluated against the following:

a) Technical Evaluation

Technical evaluation criteria described in the Terms of Reference attached at Annex B

Total Maximum 60 Points

Only Proposals which receive a minimum of 36 points will be considered further.

b) Price Proposal (commercial evaluation)

The total amount of points allocated for the price component is 40. The maximum number of points will be allotted to the lowest price proposal that is opened and compared among those invited firms/institutions which obtain the threshold points in the evaluation of the technical component. All other price proposals will receive points in inverse proportion to the lowest price; e.g.:

Score for price proposal X = (Max. score for price proposal (40 Points) * Price of lowest priced proposal) / Price of proposal X

Total obtainable Technical and Price points: 100

The Proposer(s) achieving the highest combined technical and price score will (subject to any negotiations and the various other rights of UNICEF detailed in this RFPS) be awarded the contract(s).

- 1.3 Multiple Arrangements. UNICEF reserves the right to make multiple arrangements for any service(s) where UNICEF considers it to be in its best interest to do so.
- 1.4 Negotiation. UNICEF reserves the right to negotiate with the Proposer(s) that has/have attained the best rating/ranking, i.e. those providing the overall best value Proposal.
- 1.5 Award Notification. UNICEF will only notify the Proposer(s) that has/have been awarded the contract(s) resulting from this solicitation process; UNICEF may, but is not required to, notify the other Proposers of the outcome of this solicitation process.

2. STANDARD CONTRACT FOR CONSTRUCTION WORKS

- 2.1 UNICEF's Standard Contract for Construction Works (Form A or Form B) will apply to any contract(s) awarded in connection with this RFPS. By signing the Request for Proposal for Construction Works Form, each Proposer is deemed to have confirmed its acceptance of the UNICEF Standard Contract for Construction Works (Form A and Form B). The Proposer understands that if it proposes any amendments or additional terms to the UNICEF Standard Contract for Construction Works (Form A or Form B), these must be clearly detailed in the Proposal and may negatively affect the evaluation of the Proposal and UNICEF reserves the right to reject the Proposer's Proposal.

3. RIGHTS OF UNICEF

- 3.1 UNICEF reserves the following rights:
- (a) to accept any Proposal, in whole or in part; to reject any or all Proposals; or to cancel this solicitation process in its entirety;
 - (b) to verify any information contained in Proposer's response (and the Proposer will provide UNICEF with its reasonable cooperation with such verification);
 - (c) to invalidate any Proposal received from a Proposer that, in UNICEF's sole opinion has previously failed to perform satisfactorily or complete contracts on time, or UNICEF believes is not in a position to perform the contract;
 - (d) to invalidate any Proposal that, in UNICEF's sole opinion, fails to meet the requirements and instructions stated in this RFPS;
 - (e) to suspend negotiations or withdraw an award to a Proposer at any time up until a contract has been signed with such Proposer. UNICEF is not required to provide any justification, but will give notice prior to any such suspension of negotiations or withdrawal of award.

- 3.2 UNICEF is not liable to any Proposer for any costs, expense or loss incurred or suffered by such Proposer in connection with this RFPS or solicitation process, including, but not limited to, any costs, expense or loss incurred as result of UNICEF exercising any of its rights in paragraph 3.1 above.

PART IV – REQUIREMENTS

1. PRICE AND PAYMENT

- 1.1 Price. The fee for the works and deliverables will be treated as inclusive of all costs, expenses, charges or fees that the Proposer may incur in connection with the performance of the work. The Proposer is invited to offer any unconditional discounts. Further, the Proposer may offer early payment discounts, i. e. payment within a specific period of time faster than UNICEF's standard payment terms of 30 days.
- 1.2 Payment Terms. Invoices may be issued to UNICEF only after the works (or components of the works) have been provided and the deliverables (or installments of the deliverables) have been delivered (a) in accordance with the contract and (b) to UNICEF's satisfaction. The standard terms of payment are net 30 days, after receipt of invoice. Payment will be effected by bank transfer in the currency of the contract.

The Proposer will suggest a payment schedule for the contract that is linked to clear milestones and/or deliverables identified in the Terms of Reference. UNICEF reserves the right to accept or reject or propose amendments to the proposed payment schedules.

- 1.3 Currency. (a) The currency of the Proposal shall be in USD. UNICEF will reject any proposals submitted in another currency.

(b) If the above paragraph (a) explicitly permits two or more specified currencies for the Proposals, then for evaluation purposes only, offers submitted in a currency other than US Dollars will be converted into US Dollars using the United Nations rate of exchange in effect on the submission deadline date.

- 1.4 Taxes. Article II, Section 7, of the Convention on the Privileges and Immunities provides, inter alia, that the United Nations, including UNICEF as a subsidiary organ, is exempt from all direct taxes, except charges for public utility services. , and is exempt from customs restrictions, duties, and charges of a similar nature in respect of articles imported or exported for its official use. All prices/rates quoted in the Proposal must be net of any direct taxes and any other taxes and duties, unless otherwise specified in the RFPS documents.

2. IMPLEMENTATION

- 2.1 No Reliance. Except as expressly set out in the RFPS documents, UNICEF will have no obligation to provide any assistance to the contractor and UNICEF makes no representations as to the availability of any facilities, equipment, materials, systems or licenses which may be helpful or useful for the performance of the work. If the Proposer requires any facilities, equipment, materials, systems or licenses in order to do the work, this must be explicitly detailed in its Proposal.
- 2.2 Sub-contractors. Proposers must identify in their Proposal, any products which may be offered by themselves, but originate from another supplier and/or country. Further, Proposers must identify in their proposal any planned subcontracting of works. All subcontracting arrangements will be reviewed by UNICEF as part of its evaluation of the Proposal.
- 2.3 Key personnel. If so required in the Terms of Reference each key personnel profile requested in the Terms of Reference must sign an exclusivity and availability statement. The purpose of Exclusivity and Availability Statement is as follows:
- (a) The key personnel proposed in the Proposal must not be part of any other Proposer's Proposal being submitted for this RFPS process. They must therefore engage themselves exclusively to the Proposer.
 - (b) Each key personnel must also undertake to be available, able and willing to work for all the period foreseen for his/her input during the implementation of the contract as indicated in the Terms of Reference/ and the Proposal.

Having selected a Proposal partly on the basis of an evaluation of the key personnel presented in the

Proposal, UNICEF expects the contract to be executed by these specific personnel. As the expected date of mobilization is given in the RFPS, UNICEF will only consider substitutions after the deadline for the submission of offers in cases of unexpected delays in the commencement date beyond the control of the Proposer, or exceptionally because of the incapacity of a key personnel for health reasons or due to force majeure or other circumstances which may justify a replacement and which would not have any effect on the selection of the Proposal. The desire of a Proposer to use a key personnel on another project or a change of mind on the part of a key personnel about the contract will not be accepted as a reason for substitution of any of the key personnel.

- 2.4 **Joint Ventures.** The description of the organization of the joint venture/consortium/association must clearly define the expected role of each of the entities in the joint venture in delivering the requirements of this RFPS, both in the Proposal and the Joint Venture Agreement. All entities that comprise the joint venture will be subject to the eligibility and qualification assessment by UNICEF.

Where a joint venture is presenting its track record and experience in a similar undertaking as those required in this RFPS, it should present such information in the following manner:

- a) Those that were undertaken together by the joint venture; and
- b) Those that were undertaken by the individual entities of the joint venture expected to be involved in the performance of the works defined in this RFPS.

Previous contracts completed by individuals working privately but who are permanently or were temporarily associated with any of the member firms cannot be claimed as the experience of the joint venture or those of its members, but should only be claimed by the individuals themselves in their presentation of their individual credentials.

PART V – PROPOSER REPRESENTATIONS

1. PRICE – MOST FAVOURED CUSTOMER

- 1.1 The Proposer confirms that the fees, rates and charges and related pricing terms with respect to the works specified in the Proposal are the most favourable pricing terms available to any customer of the Proposer (or any of the Proposer's affiliates). If at any time during the term of any contract resulting from the Proposal, any other customer of the Proposer (or of any of the Proposer's affiliates) obtains more favourable pricing terms than those provided to UNICEF, the Proposer will retroactively adjust the fee and related pricing terms under the contract to conform to the more favourable terms and the Proposer will promptly pay UNICEF any amounts owing to UNICEF as a result of such retroactive fee adjustment.

2. GENERAL REPRESENTATIONS

By submitting its Proposal in response to this RFPS, the Proposer confirms to UNICEF as at the Submission Deadline:

- 2.1 The Proposer has (a) the full authority and power to submit the Proposal and to enter into any resulting contract, and (b) all rights, licenses, authority and resources necessary, as applicable, to develop, source and supply the works and to perform its other obligations under any resulting contract. The Proposer has not and will not enter into any agreement or arrangement that restrains or restricts any person's rights to use, sell, dispose of or otherwise deal with any service, deliverable or outcome that may be acquired under any resulting contract.
- 2.2 All of the information it has provided to UNICEF concerning the works and the Proposer is true, correct, accurate and not misleading.
- 2.3 The Proposer is financially solvent and is able to supply the works to UNICEF in accordance with the requirements described in this RFPS.
- 2.4 The use or supply of the works does not and will not infringe any patent, design, trade-name or trade-mark.
- 2.5 The development and supply of the works has complied, does comply, and will comply with all applicable laws, rules and regulations.
- 2.6 The Proposer will fulfill its commitments with the fullest regard to the interests of UNICEF and will refrain from any action which may adversely affect UNICEF or the United Nations.

- 2.7 It has the personnel, experience, qualifications, facilities, financial resources and all other skills and resources to perform its obligations under any resulting contract.
- 2.8 The Proposer agrees to be bound by the decisions of UNICEF, including but not limited to, decisions as to whether the Proposer's Proposal meets the requirements and instructions stated in this RFPS and the results of the evaluation process.

3. ETHICAL STANDARDS

UNICEF requires that all Proposers observe the highest standard of ethics during the entire solicitation process, as well as the duration of any contract that may be awarded as a result of this solicitation process. UNICEF also actively promotes the adoption by its suppliers of robust policies for the protection and safeguarding of children and the prevention and prohibition of sexual exploitation and sexual abuse.

By submitting its Proposal in response to this RFPS, the Proposer makes the following representations and warranties to UNICEF as at the Submission Deadline:

- 3.1 In respect of all aspects of the solicitation process the Proposer has disclosed to UNICEF any situation that may constitute an actual or potential conflict of interest or could reasonably be perceived as a conflict of interest. In particular, the Proposer has disclosed to UNICEF if it or any of its affiliates is, or has been in the past, engaged by UNICEF to provide services for the preparation of the design, specifications, cost analysis/estimation, and other documents to be used for the procurement of the works requested under this RFPS; or if it or any of its affiliates has been involved in the preparation and/or design of the programme/project related to the works requested under this RFPS.
- 3.2 The Proposer has not unduly obtained, or attempted to unduly obtain, any confidential information in connection with the solicitation process and any contract that may be awarded as a result of this solicitation process.
- 3.3 No official of UNICEF or of any United Nations System organisation has received from or on behalf of the Proposer, or will be offered by or on behalf of the Proposer, any direct or indirect benefit in connection with this RFPS including the award of the contract to the Proposer. Such direct or indirect benefit includes, but is not limited to, any gifts, favours or hospitality.
- 3.4 The following requirements with regard to former UNICEF officials have been complied with and will be complied with:
 - (a) During the one (1) year period after an official has separated from UNICEF, the Proposer may not make a direct or indirect offer of employment to that former UNICEF official if that former UNICEF official was, during the three years prior to separating from UNICEF, involved in any aspect of a UNICEF procurement process in which the Proposer has participated.
 - (b) During the two (2) year period after an official has separated from UNICEF, that former official may not, directly or indirectly on behalf of the Proposer, communicate with UNICEF, or present to UNICEF, about any matters that were within such former official's responsibilities while at UNICEF.
- 3.5 Neither the Proposer nor any of its affiliates, or personnel or directors, is subject to any sanction or temporary suspension imposed by any United Nations System organisation or other international inter-governmental organisation. The Proposer will immediately disclose to UNICEF if it or any of its affiliates, or personnel or directors, becomes subject to any such sanction or temporary suspension during the term of the contract. If the Proposer or any of its affiliates, or personnel or directors becomes subject to any such sanction or temporary suspension during the term of any resulting contract, UNICEF will be entitled to suspend the contract for a period of time up to thirty (30) days or terminate the contract, at its sole choice, with immediate effect upon delivery of a written notice of suspension or termination, as the case may be, to the Proposer. If UNICEF chooses to suspend the contract it will be entitled to terminate the contract at the end of the thirty (30) days' suspension at UNICEF's sole choice.
- 3.6 The Proposer will (a) observe the highest standard of ethics; (b) use its best efforts to protect UNICEF against fraud, in the solicitation process and in the performance of any resulting contract; and (c) comply with the applicable provisions of UNICEF's Policy Prohibiting and Combatting Fraud and Corruption which can be accessed on the UNICEF website at

<https://www.unicef.org/supply/resources/procurement-policies>. In particular, the Proposer will not engage, and will ensure that its personnel, agents and sub-contractors do not engage, in any corrupt, fraudulent, coercive, collusive or obstructive conduct as such terms are defined in UNICEF's Policy Prohibiting and Combatting Fraud and Corruption.

- 3.7 The Proposer will comply with all laws, ordinances, rules and regulations bearing upon its participation in this solicitation and the UN Supplier Code of Conduct (available at the United Nations Global Marketplace website - www.ungm.org).
- 3.8 Neither the Proposer nor any of its affiliates, is engaged, directly or indirectly,
 - (a) in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32, or the International Labour Organisation's Convention Concerning the Prohibition and Immediate Action for the Elimination of the Worst Forms of Child Labour, No. 182 (1999); or
 - (b) in the manufacture, sale, distribution, or use of anti-personnel mines or components utilised in the manufacture of anti-personnel mines.
- 3.9 The Proposer has taken and will take all appropriate measures to prevent sexual exploitation or abuse of anyone by its personnel including its employees or any persons engaged by the Proposer to perform any works and services in the Proposer's participation in this solicitation. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, will constitute the sexual exploitation and abuse of such person. The Proposer has taken and will take all appropriate measures to prohibit its personnel including its employees or other persons engaged by the Proposer, from exchanging any money, goods, services, or other things of value, for sexual favours or activities or from engaging in any sexual activities that are exploitive or degrading to any person.
- 3.10 The Proposer confirms that it has read UNICEF's Policy on Conduct Promoting the Protection and Safeguarding of Children. The Proposer will ensure that its Personnel understand the notification requirements expected of them and will establish and maintain appropriate measures to promote compliance with such requirements. The Proposer will further cooperate with UNICEF's implementation of this Policy.
- 3.11 The Proposer will inform UNICEF as soon as it becomes aware of any incident or report that is inconsistent with the undertakings and confirmations provided in this Article 3.
- 3.12 Each of the provisions in this Article 3 of Part V constitutes an essential condition of participation in this solicitation process. In the event of a breach of any of these provisions, UNICEF is entitled to disqualify the Proposer from this solicitation process and/or any other solicitation process, and to terminate any contract that may have been awarded as a result of this solicitation process, immediately upon notice to the Proposer, without any liability for termination charges or any liability of any kind. In addition, the Proposer may be precluded from doing business with UNICEF and any other entity of the United Nations System in the future.

4. AUDIT

- 4.1 From time to time, UNICEF may conduct audits or investigations relating to any aspect of a contract awarded in relation to this RFPS, including but not limited to the award of the contract and the Proposer's compliance with the provisions of Article 3 above. The Proposer will provide its full and timely cooperation with any such audits or investigations, including (but not limited to) making its personnel and any relevant data and documentation available for the purposes of such audits or investigations, at reasonable times and on reasonable conditions, and granting UNICEF and those undertaking such audits or investigations access to the Proposer's premises at reasonable times and on reasonable conditions in connection with making its personnel and any relevant data and documentation available. The Proposer will require its sub-contractors and its agents to provide reasonable cooperation with any audits or investigations carried out by UNICEF.