

## Terms of Reference

### For Rehabilitation of 29 Schools in Dohuk and Ninewa Governorates

Section	Content
<b>Background</b>	<p>Many schools in Ninawa governorate were reported to be in poor conditions and this effect the process of education in these schools. In addition, UNICEF supported majority of IDP and refugee camps through construction of prefabricated schools. These schools are heavily used by IDP and refugee students and overcrowded mostly in this support will be extend to cover 2 of these urgent schools located in Sinjar districts/ Ninewa Governorate and another 27 schools in Duhok governorate. This is to maintain the schools and be ready to receive students for next academic year of 2018/2019 the schools need to be repair and maintain. UNICEF regularly is providing this type of support mainly because majority of these schools are prefabricated and are in need to be maintained in particular in WASH facilities and other necessary school facilities UNICEF in partnership with Directorate of Education in Ninawa and Duhok is planning for rehabilitation of 29 schools in various location in Nineveh and Duhok governorate which benefitting about 35,000 school's children and 400 teachers.</p>
<b>Objectives, Purpose &amp; Expected results</b>	<ul style="list-style-type: none"> <li>• The multiple projects aim to benefit approximately 315,000 students from 29 schools, for that students to have access to proper schooling environment.</li> </ul>
<b>Location and Description of the assignment</b>	<ul style="list-style-type: none"> <li>• All 29 schools are located in Dohuk IDP and refugee camps and in Sinjar District in Ninewa governorate.</li> <li>• The project is only <b>four lots</b> with specific work assignments. The main activities are described in details under the line items in the technical specifications as per attached BoQs. These four lots will be divided as below:</li> <li>• <b>Lot1</b> is from item 1 to 10 in the summary sheet file ( see attachment ) , <b>Lot2</b> from 11-17, <b>Lot3</b> from 18-27 and <b>Lot4</b> from 28-29.</li> <li>• Depending on the specific project, the works will comprise the following:</li> <li>• Rehabilitation of WASH facilities in school like (Supply and installation of valves, supply and installation of storage tank, repairing of Cesspool, install water taps, repairing Latrines for physical disabilities, repairing the drainage paths, etc.).</li> <li>• Rehabilitation of school infrastructure like (Supply materials and repairing doors, rehabilitation of windows, wall plastering, wall painting, roof ceiling, supply and installation of electrical cable, repairing and installation of Fluorescent lamps or Spotlight, supply and installation of exhaust fan, supply and installation of water coolers, etc.).</li> </ul>
<b>Deliverables</b>	<ul style="list-style-type: none"> <li>• UNICEF shall conduct regular performance evaluation throughout the duration of the contract, and the final evaluation at the closure of the contract.</li> </ul>

## Terms of Reference

### For Rehabilitation of 29 Schools in Dohuk and Ninewa Governorates

- The contractor shall submit samples of the materials used in the project to the Contract Committee of Directorate of Education of Ninawa and UNICEF for approval before using them in the work. The Contract Committee and UNICEF may reject any material that does not comply with the specifications, in which case the contractor without any extra cost should replace the failed materials. UNICEF or the Contract Committee can ask for any test to insure the quality of the material used and work. Only approved materials and workmanship should be used.
- UNICEF shall make any variation in the form of quality or quantity of the works that may in its opinion be necessary and for that purpose or if for any other reason, it shall have the power to order the contractor to do and the contractor shall do any of the following:
  - a. Increase or decrease the quantity of any work included in the contract.
  - b. Omit any work included in the contract.
  - c. Change the character or quality or kind of any work included in the contract.
  - d. Execute additional work of any kind necessary for the completion of the works. And no such variation shall in any way violate or invalidate the contract but the value (if any) of all such variations shall be taken into account in ascertaining the amount of the contract price. No such variation shall be made by the contractor without an order in writing by UNICEF who shall determine the amount (if any) to be added to or deducted from the sum named in the tender in respect of any extra or additional work done or work omitted by its order. All such work shall be valued as follows:
    - i. Where there are rates for comparable work in the bills of quantities such rates are to be used.
    - ii. Where no such comparable rates are available from the bills of quantities UNICEF shall determine such rates as it considers fair and reasonable, due allowance shall be made for the market value of articles purchased, the intricacy and the location of the work involved and the current value of similar work in other contracts.
- Should the contractor fail to fulfil any of his obligations under the contract, UNICEF may in the absence of any other remedy provided under the terms of the contract and after giving the contractor seven days' notice in writing of its intention so to do cause such obligations to be carried out by other persons or contractors and deduct the costs incurred from the moneys due or payable to the contractor or UNICEF may recover them as a debt from the contractor and in such case UNICEF shall certify the reasonable costs incurred.
- There will be no variation in the contract price as a result of any variation in the costs of materials for permanent or temporary works or of consumable stores fuel or power or in the rates of wages or allowances payable to or in respect of labour or as a result of any changes in the labour employment conditions or as a result of the introduction or operation of any law statute or order.

## Terms of Reference

### For Rehabilitation of 29 Schools in Dohuk and Ninewa Governorates

	<ul style="list-style-type: none"> <li>• The Contractor shall be responsible for preparation and actualization of detailed Health &amp; Safety and Accident Prevention Plans, Detailed Time Schedules and Cash Flow Estimates, site Protection and ensure people and traffic mobility.</li> <li>• The Contractor shall transport and on his expense all demolished rubbles and exceeded building materials to locations minimum distance of 10 km or as specified by the municipality and shall be responsible for cleaning out the site and it is surrounding areas at the end of usage.</li> <li>• All works specified in tender documents shall be implemented according to technical Specifications that are identified in Iraqi General Contract Terms and Conditions Vol. 1 and 2 and depending on (SORB/2003 and Technical specifications first Vol./1993) (NCCL &amp; R2004).</li> <li>• The latest issue of the “Conditions for Construction Contracts” issued by the government of Iraq shall be applicable to this contract especially clauses concerning Settlement of Disputes, Arbitration, etc.</li> <li>• The contractor should make new banner for all the schools using MoE designs (name of the school, built year and MoE logo) in addition to UNICEF and donor logos. Samples will be provided by UNICEF.</li> <li>• The contractor in consultation with DOE should draw education messages (back to school advocacy and paints of children) on the wall of the school entrance.</li> </ul>
<p><b>Reporting requirements</b></p>	<ul style="list-style-type: none"> <li>• Lists of the reporting guidelines and the reports to be prepared during the assignment as well as deadlines for submission; it includes requirements such as contents, number of copies, language, who should receive the reports and whether they should be submitted electronically (specify the file format; e.g. "pdf"), in hard copy, or both.</li> <li>• There will be a Supervision Committee nominated by the Directorate of Education of Ninawa and Duhok. UNICEF will work in collaboration with the Supervision Committee to supervise the works and jointly certify all works completion.</li> <li>• Upon satisfactory completion of the works the Supervision Committee shall issue Certificate of Completion to the Contractor officially.</li> <li>• The UNICEF's representative and the Supervision Committee have the right to access to the site, and to carry out test any component or position for evaluation as he feels it necessary.</li> <li>• The contractor shall appoint a qualified engineer with at least five years of professional experience to work full time in supervising the implementation of work during the whole contract and warranty periods, and both the contractor and his engineer should work closely with the Supervision Committee members</li> </ul>

## Terms of Reference

### For Rehabilitation of 29 Schools in Dohuk and Ninewa Governorates

	<p>nominated by Directorate of Education of Dohuk/Ninewa and UNICEF appointed engineers to supervise the implementation of the works.</p>
<p><b>Duration</b></p>	<ul style="list-style-type: none"> <li>• The contractor must commence the contract works within a maximum period of five (5) days from the signing date of the contract.</li> <li>• Duration of the implementation is (60) calendar days starting from the date of commencement.</li> <li>• After 100% completion of work, a warranty (maintenance) period of 45 Days will be applied, from the date of certification of completion by UNICEF and the Contract Committee.</li> <li>• Notification of extension or changes of the contract expiry date will be approved by UNICEF.</li> <li>• Each Contractor will furnish a detailed activity schedule within 14 days after commencement of the works which will be used to guide all parties with the monitoring and supervision of the progress of the works. The contractor may also be requested to prepare periodic progress reports as requested by supervising engineers and submit to Directorate of Education of Ninawa and UNICEF.</li> <li>• The contract will be considered completed when a Handover Certificate from Directorate of Education of Ninawa is delivered to UNICEF stating that the works have been completed and maintained to their satisfaction</li> </ul>
<p><b>Qualification requirements</b></p>	<ul style="list-style-type: none"> <li>• Specifies the professional requirements of the individual(s) and/or team(s) for the assignment including required experience, skills and qualifications; if applicable:</li> <li>• Number of requested experts per category (e.g. team leader, supervisor...etc.) and number of man-days per expert</li> <li>• Profile required (education, experience, references, category of each expert and working language(s).</li> <li>• The Bidder must submit copy of registration document as a Construction Company in Iraq.</li> <li>• The Bidder can bid for all the projects under each lot and he/she is allowed to bid for all lots but he/she will not be awarded for more than <b>TWO</b> lots.</li> <li>• The Bidder shall have previously executed in a satisfactory manner works of a similar character and magnitude to those for which they are tendering and shall supply evidence to UNICEF to this effect in a letter of capacity accompanying their tender in order that UNICEF may be satisfied that the Bidders are technically and financially capable of executing the proposed works. The evidence submitted shall contain the following information:             <ul style="list-style-type: none"> <li>a) Nature of the works previously executed.</li> <li>b) Employing authorities and the supervising engineers.</li> </ul> </li> </ul>

## Terms of Reference

### For Rehabilitation of 29 Schools in Dohuk and Ninewa Governorates

	<p>c) Value of the various contracts.  d) Locations of implemented works.  e) Dates when they were implemented.  f) Names of engineers and technicians to be employed for carrying out the proposed works together with their experience and CVs.  g) Details of the special equipment in his possession for carrying out the proposed works.  h) Any other information the Bidder may present as evidence for his capability.</p> <ul style="list-style-type: none"> <li>• The Bidder shall visit the site before tendering to familiarize themselves on the circumstances since the contract is not a lump sum contract and final payment will be based on actual quantities achieved.</li> <li>• The bills of quantities shall be priced and totalled in US Dollars. The Bidder shall make sure that all clauses are priced and the calculations are accurate. The Bidder will bear responsibility for the non-priced clauses and inaccurate calculations in the submitted offer.</li> <li>• UNICEF does not bind itself to accept the lowest or any tender and will not assign any reason for the rejection of any tender.</li> <li>• The Bidder shall visit the Site before submitting his tender and be acquainted with the type of works required.</li> <li>• All tenders and accompanying documents submitted to UNICEF by the Bidder shall be deemed to be the property of UNICEF and will not under any circumstances be returned to the Bidder after submission to UNICEF.</li> <li>• Each Bidder shall submit with his tender details of other contracts awarded to him at the time of submission of the tender and shall indicate the commencement and completion dates of each contract.</li> <li>• It is not permissible for employees of official or semi-official government departments to participate directly or indirectly in a tender.</li> </ul>
<p><b>Evaluation process and methods</b></p>	<ul style="list-style-type: none"> <li>• Describe overall flow of the evaluation process - sequence of key stages</li> <li>• Describe the overall evaluation approach. The weight allocated between technical and price proposal. The ratio between the technical and the commercial criteria established in the RFPS depends on the relative importance of one component to the other. e.g., 60/40 (technical/commercial) or 70/30 (technical/commercial). Sum of technical and commercial must always equal 100 points.</li> <li>• Technical evaluation criteria. Please refer to Annex 4 for an example on technical criteria and relative points.</li> </ul>
<p><b>Administrative issues</b></p>	<ul style="list-style-type: none"> <li>• Interviews if necessary indicating for which experts/position (in general, the evaluation of experts is conducted on the basis of their CVs).</li> </ul>

## Terms of Reference

### For Rehabilitation of 29 Schools in Dohuk and Ninewa Governorates

	<ul style="list-style-type: none"> <li>• Whenever possible, bidder should be requested to provide an all-inclusive cost in the financial proposal. Bidder should be reminded to factor in all cost implications for the required service / assignment</li> <li>• When travel is expected as part of the assignment, it shall be clearly specified (e.g. location, duration, number of journeys ...etc.) in the TOR. Bidder shall be required to include the estimate cost of travel in the financial proposal. It is essential to clarify in the TOR that) travel cost shall be calculated based on economy class travel, regardless of the length of travel and ii) costs for accommodation, meals and incidentals shall not exceed applicable daily subsistence allowance (DSA) rates, as promulgated by the International Civil Service Commission (ICSC).</li> <li>• Unexpected travels shall also be treated as above.</li> <li>• Resources and facilities to be provided by UNICEF; e.g. access to printer, office space...etc.</li> </ul>
<p><b>Project management</b></p>	<ul style="list-style-type: none"> <li>• The specific division/centre/unit which will be responsible for managing the contract/project. Availability of resources, focal points/contacts and how they will be accessible;</li> <li>• The contractor shall appoint a qualified engineer with at least five years of professional experience to supervise the implementation of works during the contract and the warranty period on full time basis.</li> <li>• The contractor and his Engineer should work closely with the Supervising Engineer/Facilitator and relevant UNICEF staff to supervise these works.</li> </ul>
<p><b>Payment Schedule</b></p>	<ul style="list-style-type: none"> <li>• UNICEF shall make payments in US Dollars through electronic bank transfer. The contractor shall provide UNICEF with details of bank account in Iraq. In case of payment by cheque the contractor shall provide UNICEF with a letter authorising an individual to receive the cheque. The letter should include full name and ID number of the person.</li> <li>• Measurement of the works shall be based on only fully completed activities or works in the line items of the BoQ. Partially completed works under the line item in the BoQ will not be included in the measurement.</li> <li>• There will be a only one installment as below:             <ol style="list-style-type: none"> <li>a. 100% of the total value of contract will be paid after completing of the 100% of the total value of the work. The measurement will be based on only projects that have achieved 100% completion rate.</li> <li>b. Finally, 5% of the total value of contract (the retention amount) will <b>not</b> be deducted from the final payment for the (warranty period) from the completion date.</li> </ol> </li> </ul>

## Terms of Reference

### For Rehabilitation of 29 Schools in Dohuk and Ninewa Governorates

	<ul style="list-style-type: none"> <li>• Payments will be released within 30 days of receipt of the contractor’s invoices which should be certified by UNICEF &amp; related Government Department up on progress of work achieved in each project.</li> <li>• If the contractor fails to complete the works within the time prescribed as described in the BOQs and this TOR or extended time (approved by UNICEF), then the contractor shall be fined for each day delay an amount of money as liquidated damages of 0.5% of the value of the contract per day of delay, up to a maximum of 10% of the value. Without prejudice to any other method of recovery UNICEF may deduct the amount of such damages from any moneys in its hands due or which may become due to the contractor. The payment or deduction of such damages shall not relieve the contractor from his obligation to complete the works or from any other of his obligations and liabilities under the contract.</li> </ul>
<p><b>Any other information</b></p>	<ul style="list-style-type: none"> <li>• The workmanship will be assessed after completion, upon which UNICEF will consider further cooperation with the company involved.</li> </ul> <p><b>Contribution:</b></p> <ul style="list-style-type: none"> <li>• The contractor should make new banner for all the schools using MoE designs (name of the school, built year and MoE logo) in addition to UNICEF and Donors logos. Samples will be provided by UNICEF.</li> <li>• Add planting trees, flowers and shade plants in the corridors.</li> <li>• Cleaning the school upon completion of rehabilitation.</li> </ul>