

ANNEX B: TERMS OF REFERENCE

Construction of two WASH facilities in Numbu CHS, and retrofitting the male and female dormitories, in the Solomon Islands

1.0 BACKGROUND

Solomon Islands is an archipelago of 997 islands and atolls in the Melanesian region of the Pacific Ocean. According to the census in 2019, Solomon Islands has a population of 720,956 and is one of the fastest growing nations in the Pacific. Children and young people aged 0-34 make up approximately 71 per cent of the total population. The majority of Solomon Islanders (72 per cent) live in rural areas. Solomon Islands is highly vulnerable to disaster and climate risks, including but not limited to tropical cyclones, tsunamis, floods, earthquakes and droughts.

In Solomon Islands, 67 per cent of the population has access to basic water services. There is a significant gap between the rural and urban populations with only (59 per cent rural, 91 per cent urban). About half of the rural population (49.5 per cent) practices open defecation. The situation is even more worrying at the provincial level. Five of the country's nine provinces have open defecation rates of over 60 per cent. This has a huge negative impact on the health and economic outcomes of the people and the country as a whole. On the other hand, the proportion of the population with access to basic sanitation services is low, with only 28 per cent of the population having access to basic sanitation services (JMP 2020). In addition, Solomon Islands is vulnerable to natural disasters, largely due to its geographical location in the Pacific Ring of Fire and Cyclone Zone.

Solomon Islands is one of the most vulnerable countries to climate change, as the majority of the population lives within 1.5 Km of the coastline and is regularly exposed to extreme rainfall, sea water rise, saltwater intrusion, and cyclones.

As part of the Government of Solomon Islands and UNICEF project collaboration in 2025/2026, UNICEF is committed to developing climate resilient social services in Solomon Islands. The proposed climate resilient infrastructure will target communities, schools and health facilities on Guadalcanal Island. It is expected that the programme could later be extended to other islands and regions in Solomon Islands.

As part of the project requirement, implementation of WASH hardware infrastructure and climate proofing of facilities are required as it will complement the software interventions which UNICEF will be partnering with the local government agency to undertake. The additional works will be at Numbu Community High School to build new ablution blocks and to retrofit the existing boys and girls dormitories to ensure they are climate proofed and suitable for the school children at Numbu CHS.

Two toilets will be provided for male and female students to ensure they have safe access to facilities and can continue to practise good hygiene at the community high school. In addition to this, the contractor is expected to retrofit the existing male and female dormitories and repair the broken walls, roofs and floors to bring them up to today's standards.

2.0 DEFINITION

- 2.1. **Rehabilitation** refers to the action of restoring infrastructure that has been damaged to its former condition and includes upgrading of water, sanitation and hygiene facilities, where feasible solar electrification.
- 2.2. **Upgrade** of a building is to improve the quality or value of an existing building by adding or replacing parts or adopting new processes or technologies.
- 2.3. **Expansion** of a building is the process of building a new structure adjacent and connected to the existing building.
- 2.4. **Construction of new buildings** refers to the construction of an independent built structure.
- 2.5. **Retrofit** refers to the installation or replacement of broken or damaged structures, installation of tiles, such as walls, roofs and screens.

3.0 SCOPE OF WORKS

- 3.1 **Objective:** The objective of these Terms of Reference is to guide a bidding exercise to identify suitable locally based Contractors to execute the Works described below within the agreed quality, budget and timeline. The general aim of the Project is to construct two WASH facilities and rehabilitate climate proof dormitories Numbu Community High School.
- 3.2 **Nature of works and location:** This Project includes construction ablution blocks, water access points, integrated laundry unit, concrete septic tanks, rehabilitating dormitories to make sure facilities are climate-resilient in the Numbu Community High School.
- 3.3 **Organization of project into phases:** This is a one-off project that would be handled in a single phase.
- 3.4 **Division of project into lots:** The Project is located in Guadalcanal Province.
- Location: Numbu CHS (Civil Works)

Table 1: List of School is corresponding scope of works.

Sites No.	Name of Site	Quantity	Description of works
1	Numbu Community High School	2	Ablution blocks of four-unit toilet and shower (new), including handwashing and laundry stations
		2	Retrofitting of male and female dormitories at Numbu CHS
		2	Septic tank and soak pit for both male and female toilets

- 3.5 **Management of lots:** The work will be combined into one contract package UNICEF reserves the right to award multiple facilities to one or more Contractors based on their technical and financial merits, and to the Contract distribution option that is in UNICEF's best interest. The recommendation for the award of each lot will be based on the best value for money principle.
- 3.6 **General specifications:** The Works will be carried out in accordance with the Drawings, Bill of Quantities and Technical Specifications provided under Annex E: Technical Documents and in accordance with all construction standards applicable in Solomon Islands for WASH facilities and dormitory.
- 3.7 **Site visit:** Potential Bidders may visit a few of the sites they are interested in prior to submitting their offers to get familiar with site conditions that may affect their Proposals. Potential Bidders are expected to make their own arrangements to visit the site and at their own expense. UNICEF shall accept no excuse or claim whatever from the Selected Contractor for not knowing or being able to properly evaluate the site's condition and assess the equipment, local material, local labor, etc. requirements for the Works to be carried out. Questions should be submitted in writing to UNICEF in accordance with the instructions provided under the RFP.
- 3.8 **Greening and accessibility:** All construction and rehabilitation work implemented directly or indirectly by UNICEF shall be in line with the Organization's commitments towards Accessible Buildings and achieving Climate Neutrality by 2030.
- 3.9 **Environmental Social Standards (ESS):** UNICEF leverages Environmental and Social Standards to enhance programme effectiveness, maximize positive impacts, promote sustainable development and advance children's rights. To avoid exposing individuals including children, their communities and the environment to potential negative environmental and social risks and impacts resulting from the Works, the contractor is expected to uphold labor rights, ensure occupational health and safety, promote resource efficiency, protect biodiversity, and enhance climate resilience and disaster risk reduction.
- 3.10 **Other Considerations:** Other issues to be considered include access to sites during rainy seasons and availability of fresh water for construction during the dry season.

4.0 EXPECTED DELIVERABLES AND TIMEFRAME

- 4.1 The timely and quality completion of these construction works is of utmost importance for UNICEF.
- 4.2 The Intended Substantial Completion Date should be no later than **six (6)** calendar months from the **Start Date**. Upon UNICEF's acceptance of Works at Substantial Completion, the Certificate of Substantial Completion will be issued.
- 4.3 The Defects Liability Period is **six (6)** months counted as from the date of the Certificate of Substantial Completion. Upon UNICEF's acceptance of Works at Final Completion, the Certificate of Final Completion will be issued, and the Contract will be closed upon the issuance of final payment.
- 4.4 UNICEF will issue partial and final payments upon satisfactory completion of each Deliverable.
- 4.5 The Potential Bidder may propose additional, or alternative, Deliverables to suit their recommended sequencing of the Works and expected cash flow during execution of the Works. UNICEF will consider the Proposal as part of the technical evaluation.
- 4.6 The selected contractor/contractors is/are expected to sign a Prevention of Sexual Abuse and Exploitation (PSEA) Code of Conduct in alignment with UNICEF's commitment to ensuring safe respectful working environment and complete the PSEA capacity building session prior to commencing duties.

Table 2: Deliverables and Timeframe

Deliverable #	Scope of deliverable	Suggested payment distribution	Timeframe
1	Completion of the mobilization of equipment and material is equal to 10 per cent of the project	10% of contract amount	by the end of 2 nd week
2	Completion of 25% of works	15% of contract amount	End of 2 month
3	Completion of 50% of works	25% of contract amount	End of 3 month
4	Completion of 75% of works	25% of contract amount	End of 5 month
5	Substantial completion of all works	20% of contract amount	End of 6 month
6	Defect Liability Period sum	5% of contract amount	6 months after substantial completion

5.0 ELIGIBILITY AND QUALIFICATION

- 5.1 (Mandatory) The Potential Bidder shall provide all the information and documentation requested in this section with its Proposal. Failure to submit the information below will disqualify the Potential Bidder.
- 5.2 **Documents** to be submitted in the Technical Proposal:
 - (Mandatory) The Potential Bidder must be a registered construction company in Solomon Islands & all other Pacific Island countries and have no conflict of interest to the Project. Technical Proposals shall include copies of original documents defining the constitution or legal status of the company, place of registration, principal place of business; written power of attorney of the signatory of the Contractor to commit the Contract.
 - (Mandatory) A statement that the company (including all members of a joint venture and Sub-Contractor) is not associated, nor has been associated in the past, directly or indirectly, with the Project Manager or any other entity that has prepared the design, specifications, and other documents for the Project or being proposed as the Project Manager for the Contract.
 - (Mandatory) Copy of curriculum vitae (Maximum two (2) pages) of key personnel to be involved in the Project, such as Contract/Project Manager, Clerk of Works, Foreman. UNICEF may verbally interview the key personnel before the commencement of the Project.

- (Mandatory) Reports on the financial standing of the Potential Bidder, such as profit and loss statements and auditor's reports for the past three years.
 - (Mandatory) Evidence of adequacy of working capital for the signed Contract (access to line(s) of credit and availability of other financial resources).
 - (Mandatory) Proposed Project Implementation Plan of Works showing the proposed implementation methods, quality control strategy, and schedule for all the activities in the Works.
- 5.3 (Mandatory) The Potential Bidder must provide sufficient **information** in their Proposal to demonstrate compliance with the requirements defined by UNICEF. The forms listed below contains the eligibility and minimum qualifying criteria that UNICEF will use to evaluate Proposal for the award of Contract.
- 3.3.1 Information to be submitted in the Technical Proposal (ANNEX C):
- Technical Proposal Submission (Form 1)
 - Technical Proposal Letter (Form 2)
 - Potential Bidder General Information (Form 3)
 - Potential Bidder's Contact Details (Form 4)
 - List of Proposed Key Personnel (Form 5)
 - List of Machine and Equipment (Form 6)
 - Potential Bidder's Financial Information/ Adequacy of Working Capital (Form 7)
 - Works in Hand and their Financial Values (Form 8)
 - Litigations (Form 9)
 - Proposed Project Implementation plan of Works (Form 10)
- 3.3.2 Information to be submitted in the Financial Proposal (ANNEX D):
- Financial Proposal Letter (Form 11)
 - Summary of Financial Proposal (Form 12)
 - Completed Bill of Quantities (Form 13)
- 5.4 The Proposals prepared by potential contractors and all correspondence and documents relating to the Proposals exchanged by potential contractors and UNICEF shall be written in the English language.
- 5.5 Errors in the Proposals
- Bidders are expected to examine all instructions and documentation of the RFP. Failure to do so will be at Bidders' own risk. In case of errors in the extension price, the unit price shall govern.
 - In the event of any discrepancy between the copies of the Proposals, the original shall govern. The original and each copy of the Technical and Financial Proposal shall be prepared in indelible ink and shall be signed by the authorized Contractor's representative.
 - The Proposal shall contain no interlineations or overwriting except as necessary to correct errors made by the Bidders themselves. Any such correction shall be initialled by the person or persons signing the Proposal.

6.0 EVALUATION PROCESS AND METHOD

- 6.1 Following the closure of the RFP, Technical Proposals will be evaluated by the evaluation team. The evaluation will be restricted to the contents of the Technical Proposals and the reference checks.
- 6.2 UNICEF will first evaluate the completeness and responsiveness of Proposals in relation to:
- The sealed double envelope system is followed (Technical Proposal and Financial Proposal are submitted in separate sealed envelopes each)
 - Submission of all documents requested in Section 5.2 and all information requested in Section 5.3.
 - The Technical Proposal letter is duly signed (Form 2)

- 6.3 Proposals that fail to comply with the above will be disqualified and will not be given further consideration.
- 6.4 UNICEF will then evaluate the technical merits of each Technical Proposal using the rating system in **Table 3** below.
- 6.5 A maximum of **70 points** will be assigned to the Technical Proposals. Technical Proposals receiving **49 points (70%)** or higher will be considered technically responsive. Non-technically compliant and non-responsive Proposals will not be given further consideration.
- 6.6 UNICEF will evaluate the Financial Proposals of those bids that pass the technical evaluation. The total number of points allocated for the Financial Proposal is **30 points**. The maximum number of points will be allocated to the Proposal with the lowest price. All other Price Proposals shall receive points in inverse proportion to the lowest price.
- 6.7 The recommendation for the award of each lot will be based on the best value for money principle. The Proposal obtaining the highest cumulative score (Technical + Financial) will be recommended for the award.

Table 3 Evaluation Criteria

CRITERIA	MAXIMUM POINTS
Technical Evaluation	
1. Capability (skills, expertise and experience) of the Potential Bidder [and Key Personnel] <ul style="list-style-type: none"> a) A list of key personnel proposed for the execution of the Works, including the CVs, and ToR for the position. b) Number of years as key personnel and building contractor for similar Works c) A list of the Projects of a similar nature completed in the past three (3) years with reference. d) Number of years as a building Works contractor for related Works (proof required) e) Experience providing related services to other international organizations or commercial entities, especially UNICEF/UN agencies f) The number and the corresponding value of related assignments undertaken in the country g) Company has valid business registration and license h) All mandatory required information established in the section ELIGIBILITY AND QUALIFICATION from this TOR 	(30)
2. Capacity (resources and availability) of the Potential Bidder and Key Personnel: <ul style="list-style-type: none"> a) Provision of Audited Financial Reports for the past three (3) years or other financial proof (current cash at bank balance) b) A detailed list of equipment (owned or leased). The equipment proposed should be sufficient to achieve the timely completion of the Works, with consideration for concurrent operations where more than one site is proposed 	(25)
3. Proposed Solution (Approach, Methodology, Schedule, Quality and time Control plan) <ul style="list-style-type: none"> a) Understanding of scope and objectives b) Proposed Implementation Plan showing the overall approach to being adopted in the execution of the Works c) Detailed quality control plans are to be used in the execution of the Works, addressing anticipated risks, handling of materials, workmanship, and record keeping on site to track daily progress. d) Potential Bidder's capacity and approach to environmental and social risk management, including past experience with similar standards (e.g., implementation of Environmental and Social Management Plans (ESMPs), grievance redress mechanism, health and safety practices, community engagement). e) Understanding of, and responsiveness to, safeguarding, UNICEF requirements, social and environmental responsibility 	(15)
Financial Evaluation	
4. Price	(30)
TOTAL MARK (Technical + Financial points)	(100)

7.0 PROJECT MANAGEMENT

7.1 Project Management and Coordination

- UNICEF will oversee the Works and the administration of the Contract, including the certification of payments through an appointed Project Management, or any other competent person, entity or firm appointed by UNICEF and notified to the Selected Contractor, to act in replacement of the Project Manager.
- UNICEF will supervise and inspect the Works during its execution through its Project Manager, or its representative. The Project Manager, or their representative, will provide instructions and clarify technical queries during the execution of the works in consultation with UNICEF.
- UNICEF, through its Project Manager or its representative, will regularly check the progress of the works and notify the Selected Contractor of any defects that are found. Such checking shall not affect the Selected Contractor's responsibilities.
- UNICEF ensures the contractor adherence to the national Environment Act and UNICEF's Environmental and Social Standards and the ESMP which includes occupational health and safety, solid waste and wastewater management, community safety, and reporting on grievance redress. If the Selected Contractor fails to comply with ESS obligations, it may result in contract enforcement actions, including delay notices, corrective actions, or termination.
- The Government counterpart at the Guadalcanal Provincial Government would be contacted regularly to undertake routine monitoring checks on the progress of works.
- If the Selected Contractor has not corrected a defect within the time agreed with UNICEF's Project Manager or its representative, the Selected Contractor will be liable for Liquidated Damages.
- Communications between parties shall be valid only when in writing. Notice shall be valid only when it is delivered.

7.2 Management Meetings

- Either UNICEF's Project Manager, its representative or the Selected Contractor may require the others to attend a management meeting. The business of a management meeting shall be to review the plans for remaining Works and to deal with matters raised under the procedure for "Delays and Extension of time" sets out under UNICEF Contract for Construction.
- UNICEF's Project Manager or its representative shall record the meetings and provide copies of the record to those attending the meeting and to UNICEF, including action points and responsible for each action point.

7.3 Payment Certificates

- The Bill of Quantities is used to calculate the Contract Price for each Deliverable. The Selected Contractor will be paid for each deliverable accepted by UNICEF and following the price to each Deliverable agreed in the Contract.
- UNICEF will certify acceptance of partial, substantial, and final Works through its Project Management, or its representative. No payments will be processed prior to a written certificate of its satisfactory acceptance. Payments will be issued within a period defined in the Contract and following UNICEF's procedures.