



INVITATION TO TENDER

Ref: T_KANO_NG202_Log_001

**MSF-WaCA Kano Nigeria
NG 202 – Primary Health Centre
(PHC)
Extension and Rehabilitation Project,
Tudun Fulani, Ungoggo LGA**

Tender Closing Date and Time: Friday 1st April 2022, 4.00pm

1. INTRODUCTION

Médecins Sans Frontières (MSF) is an international, independent, medical humanitarian organization that delivers emergency aid to people affected by armed conflicts, epidemics, healthcare exclusion and natural or man-made disasters.

The **Primary Health Centre (PHC) Extension and Rehabilitation Project** involves demolition work, construction/rehabilitation of maternity building, wall fence, drainage, laboratory, pharmacy and roof with ceiling inclusive, and installation of mechanical/electrical facilities.

2. DESCRIPTION OF THE INVITATION TO TENDER

This invitation to tender consists of the following documents:

- a. Invitation to tender
- b. Tender Submission & Declaration Form;
- c. MSF Charter
- d. General and Technical Specifications;
- e. Structural drawing/design
- f. Bill of Quantities and Unit price schedule
- g. Tenderer Information Schedule
- h. Contractor's bank information

3. CONTENT OF THE OFFER

3.1. The following documents must be submitted in one folder (Hard Copy- Original and Copy):

- a. Completed "Annex – Contractor's Bid" of the Contract,
- b. initialed General and Technical Specifications,
- c. initialed and completed Bill of Quantities and Unit Prices schedule,
- d. initialed Drawing Register of Project Plans and schematics,
- e. Initialed Detailed Chronogram for the starting dates and completion dates for the works with the time for mobilization clearly stated,
- f. Initialed and stamped MSF Charter

- g. A copy of 6 months company bank statement
- h. Completed Tender Information Schedule comprising
 - i. Safety: Company Safety Information
 - ii. Material Schedule - A schedule of the brand and the data sheet of each material/ supply item to be used in the work,
- i. Works Organigram and CVs of key project staff,
- j. Compulsory Documents (Evidence of Company's Registration and Bank Insurance) and References.
- k. Certificates of previous work of similar nature with other organizations
- l. A list of subcontractors, if used, with their compulsory documents (registration and bank insurance) and references.

3.2. Bidders must examine the instructions and terms contained herewith and shall submit all required documents and completed forms in their proposal. Failure to do so may result in rejection of the proposal.

3.3. Questions can be submitted from 19th March 2022 – 30th March, 2022. Questions and answers will be shared with all bidders.

3.4. Tender Price:

The BOQ and unit prices schedule must be completed as follows:

- (i) Complete the price for each item on every page.
- (ii) Complete the price for the total of each work type
- (iii) Complete the price for each work type in the Collection Summary
- (iv) The total of the Collection Summary becomes the "**Tender Price**".
- (v) All prices in NGN (including all taxes)

3.5. Each of the qualified bidders is solely responsible for conducting its own independent research, due diligence, and any other work, studies or investigations and for seeking the necessary independent advice for the preparation of proposals, negotiation of agreements and / or documents, and the subsequent provision of all services to be provided by the winning bidder.

4. Letter of Intent to Bid

A letter of intent to participate in the bidding process is requested from the qualified bidders. The letter of intent should include the contact information and e-mail address of the bidders' authorized representative. The letter of intent must be completed and sent to MSF WaCA Kano Office or by mail with the following title "**Letter of Intent – MSF-WaCA Kano – NG 202 PHC Extension and Rehabilitation Project, Tudun Fulani**" no later than **Friday 1st April, 2022 4:00pm**

5. Timeline

The expected timeline for the Tender and Project Contract Period is shown in the table below:

Activity	Tender Schedule Dates
Submission of letter of intent to bid	Friday 18 th March, 2022 – Friday 1 st April, 2022
Site visit	Friday 18 th March, 2022 – Friday 1 st April, 2022
Submission of questions	Friday 18 th March, 2022 – Friday 1 st April, 2022
Proposal Submission	Friday 18 th March, 2022 – Friday 1 st April, 2022
Tender opening date	Monday 4 th April, 2022
Tender evaluation	Tuesday 5 th April, 2022 – Monday 11 th April, 2022
Tender Award	Tuesday 12 th April, 2022 – Friday 15 th April, 2022
Contract start date	Monday 18 April, 2022

For the Completion of the Project Works the Contractor is required to submit a detailed chronogram demonstrating the timeline to achieve the works within a minimum period possible. Contractors should consider quality to align with the timeline proposal.

MSF, its representatives, advisors and consultants shall not be liable for any loss whatsoever resulting from timeline proposed. However, request to adjust the timeline can be addressed to MSF in writing during the contract period.

6. PROPOSAL SUBMISSION AND EVALUATION

The qualified bidders must submit their proposals to this invitation to tender (in sealed separate envelopes) in **two hardcopies** (including an original copy) and one **soft copy** [in Microsoft office compatible formats] by hand or courier service to Medecins Sans Frontieres (Doctors Without Borders) WaCA Office in Kano, **on or before Friday 1st April, 2022, 4.00pm** (the “**Proposal Due Date**”). Late submissions will not be considered. Sealed proposals may be modified and resubmitted in writing any time before the submission date. Modified tender must be clearly marked with the same information mentioned **in clause. 4 above**, adding “**modification 1, or 2, ...**”

The qualified bidder shall prepare one original of the documents and clearly mark it “ORIGINAL”. The original of the application shall be typed or written in indelible ink and

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shall be signed by a person duly authorized to sign on behalf of the qualified bidder. All of the pages of the proposal, except to un-amended printed literature, shall be initialled by the person or persons signing the proposal. In the event of any discrepancy between the original and the copies, the original shall prevail.

6.1. Proposal evaluation

The Proposals shall be reviewed in accordance with the following criteria:

Criteria	Evaluation of the criteria	% age
Safety	Safety record on previous projects, company-initiated safety programs, response to Safe Work Method Statement (SWMS) requirement and management attitude.	10
Experiences	Number of experiences in similar work, the capacity to resolve technical issues.	10
Production capacity	The quality of the human resource, the number of workers (according to the timetable), the capacity to provide the needed documents (software, computer, specialist human resource, etc...)	15
Cost and quality	Good reputation of projects being delivered to awarded contract prices, high quality and cost effectiveness.	20
Financial capacity	Evaluate financial flow of the company for the last 6 months	15
Chronogram	Ability to complete the work in a suitable time and based on realistic data (number of workers, days off, staging, climatic influence, supplies, etc...)	20
Seriousness and professionalism	Providing all documents on time, quality of the explanation and the presentation	10
	Total	100

6.2. Awarding of Contract

MSF is not bound to accept the lowest price proposed by any qualified bidder.

During the tender evaluation MSF may invite some bidders to clarify their offers by providing further information including a detailed breakdown of the unit prices. The clarifications will be required to further understand the bidders offer in case of errors, calculation mistakes and to prevent misunderstandings of the included work scope.

The MSF Evaluation/Selection Committee for the Project will designate the winning bidder and its decision shall be final and not subject to any appeals or petitions.

Prior to expiration of the Validity Period as stated in clause 5, MSF will notify the winning bidder of its decision to award the Tender. The notification of award shall specify the sum which MSF will pay the winning bidder in consideration of the execution and completion of the construction works and the remedying of any defects therein by the winning bidder as prescribed in the Contract.

Within ten (10) days of receipt of the letter of acceptance, the winning bidder shall sign the Contract and provide MSF-WaCA with a **Performance Guarantee Issued by a Bank**. The winning bidder shall state the name of the person responsible for signing the Contract and shall provide proof of his/ her authority, a copy of his/ her passport, and samples of his/ her signature and initials.

7. TERMS AND CONDITIONS

7.1. Financial Terms

- a. The qualified bidder shall bear all costs associated with the preparation and submission of its Proposal and MSF shall not be liable for any costs, expenses, losses whatsoever regardless of the conduct or outcome of the tendering process.
- b. The qualified bidder shall furnish detailed information listing all commissions and gratuities, if any, paid or to be paid to agents relating to the Proposal and to Contract execution if the bidder is awarded the Contract including the name and address of any agents, the amount and currency paid and the purpose of the commission or gratuity.

7.2. Communication

The qualified bidder must not initiate any communication or contact with members of MSF-WaCA and/or its employees, any expert or other advisor(s) assisting MSF-WaCA, or any other persons connected in any way with this Project with the exception of the designated MSF-WaCA point of contact(s). The bidder's lead member will be expected to be the single point of contact to which all issues can be escalated. MSF-WaCA will provide a similar point of contact.

7.3. Rights of MSF

- a. All correspondence, documentation and information provided to MSF-WaCA staff by a qualified bidder in connection with this invitation to tender is the property of MSF, and may be released, pursuant to applicable legislation.
- b. MSF-WaCA is entitled to make public the names of all qualified bidders.
- c. MSF shall not be obligated in any way to accept any submission or Proposal and may award a contract without further negotiation or may decide not to contract at all and the qualified bidders shall have no recourse against MSF-WaCA. Acceptance or non-acceptance of proposals is not to be construed or interpreted to mean that MSF-WaCA is in any way obligated or obliged to proceed further.
- d. MSF-WaCA has the right at its sole and absolute discretion to:
 - (i) elect not to proceed with the Project or to change the scope of the Project in such manner as MSF may determine;

- (ii) alter the schedule, process, procedures, terms or objectives of this invitation to tender or the Project or any other aspect of this invitation to tender or the Project; or terminate the invitation to tender or the Project with no legal or financial implications;
 - (iii) issue revisions to, or provide additional data for this invitation to tender;
 - (iv) amend the Contract prior to its signature by both parties by notifying the winning bidder in writing and providing it with an amended version of the Contract;
 - (v) determine the adequacy of any proposal, to waive any irregularities or deficiencies in any submission, to negotiate modification of any irregularities in any submission, to negotiate modification of any single submission, to request clarification and additional information on any submission and to re-advertise for new submissions for this Project. MSF reserves the right to request clarification or supporting data for any point in the proposal that, in the opinion of MSF, is marginally compliant or vague in response to the specification;
 - (vi) incorporate all or any portion of the invitation to tender and the successful proposal into the final form of the Contract agreement. MSF is not obliged to contact any or all references. MSF reserves the right not to accept any deviations from the stated terms and conditions;
- e. MSF reserves the right to accept or reject any bid, and to cancel the bidding process and reject all submissions at any time, without thereby incurring any liability to any qualified bidder or third party;
 - f. MSF reserves the right to waive minor deviations in the evaluation criteria if they do not materially affect the capability of the qualified bidder to perform the contract;
 - g. MSF reserves the right to reject any Proposal which does not comply with the terms of this invitation to tender;
 - h. In case of discrepancies between the hardcopy and the softcopy of the proposals, the hardcopy shall take precedence over the softcopy;
 - i. The bidder may not object the evaluation criteria set forth herein.

7.4. Grounds for disqualification

MSF may at any time disqualify a qualified bidder based on the following grounds:

- a. If the qualified bidder fails to submit, together with the bid response, the supporting required documents pursuant to this invitation to tender by the due date;

- b. If the qualified bidder provides any false or misleading information in the bid response or withholds or conceals any information required pursuant to this invitation to tender;
- c. If the qualified bidder fails to disclose or provide any additional information as may be required by MSF;
- d. If the qualified bidder is a member of any other Consortium bidding for this project;
- e. If the qualified bidder fails to advise MSF of any significant change in its ownership or, where the prospective bidder is a consortium, any significant change in the constitution of the consortium or significant change in the ownership or control of any consortium member and fails to obtain MSF's consent to such change;
- f. If the qualified bidder fails to report any material change in the information provided by it that occurs at any time.

7.5. Conflict of Interest

- a. Qualified bidders must declare in their Proposals any and all associations, which may preclude or restrict involvement in the Project. Qualified bidders must declare that they have no financial or other interest that would cause or appear to cause a conflict of interest in carrying out the Qualified bidder's obligations in the Project;
- b. Breach of the conflict of interest terms constitutes grounds for the disqualification of the qualified bidder. MSF will review any Proposals by qualified bidders under this provision and may reject any submission where, in the opinion of MSF, the qualified bidders could be in a conflict of interest or could be perceived to be in a possible conflict of interest if the Qualified bidders were to become a contracting party pursuant to the invitation to tender;
- c. MSF reserves the right to disqualify any qualified bidders which, in the sole opinion of MSF, may have a conflict of interest whether such conflict exists now or arises in the future;
- d. Qualified bidders responding to this invitation to tender shall do so without any connection, knowledge, comparison of figures or arrangement with any other person or persons making a submission, and the proposal shall in all respects be fair and without collusion or fraud.

7.6. Ownership of Documents

- a. All documents submitted by Qualified bidders shall become the property of MSF. If expressly permitted in this invitation to tender, should any documents be submitted electronically, then their content and the media they

are contained in shall also become the property of MSF upon their being presented, submitted or forwarded to MSF;

- b. Notwithstanding anything in this invitation to tender, MSF may use the concepts, ideas, suggestions and directions contained within the documents, drawings, plans, written descriptions and other materials contained in invitation to tender and in any communication surrounding the Proposal provide by the Qualified bidders or their agents, for any purpose whatsoever including but not limited to the use of portions of the Proposals or ideas, information, and designs in the invitation to tender.

7.7. No Fraud

Qualified bidders must ensure that their participation in the invitation to tender process is conducted fairly and without fraud. Qualified bidders and their members shall not discuss or communicate, directly or indirectly, with any other qualified bidders or their Lead Team Members and Members regarding the preparation or submission of their Proposals. However, for the avoidance of doubt, qualified bidders may use the same firm or firms to obtain geotechnical, topographical, or other information about the site.

7.8. No Lobbying

Qualified bidders or their Team Members will not engage in any form of political or other lobbying whatsoever with respect to this Project. In the event of any such lobbying, MSF at its sole and absolute discretion may at any time reject any Proposal submitted by that qualified bidders.

7.9. No Publicity

- a. Bidders are to refrain from making any public comment, responding to questions in a public forum or carrying out any activities to publicly promote or advertise their pre qualifications in this Project, except for their submission to MSF pursuant to this invitation to tender process;
- b. No press releases or other forms of public communication shall be issued by any qualified bidder in relation to the Project without first obtaining the prior approval of MSF. Qualified bidders shall ensure that all of their Team Members and others associated with the qualified bidders also comply with these requirements. In the event of any unauthorized publicity, MSF in its sole and absolute discretion may at any time reject any invitation to tender submission by that qualified bidder.

7.10. Confidentiality

All communications between the qualified bidders (including their Team Members) and MSF shall be treated as confidential by the parties (and Team Members) throughout the preparation and after the submission of Proposals. In the event of any such breach of confidentiality, MSF at its sole and absolute discretion may at any time reject the Proposal.

7.11. Accuracy of Information

- a. While the information in the invitation to tender and any other information has been prepared in good faith, it does not purport to be accurate, comprehensive or to have been independently verified. Neither MSF nor any of its officials, officers, employees, agents, or advisors accept any liability or responsibility for the adequacy, accuracy or completeness of, or makes any representation or warranty, express or implied, with respect to the information contained in the invitation to tender or otherwise made available to qualified bidders. Any liability therefore is hereby expressly disclaimed.
- b. Each qualified bidder shall be solely responsible for examining the complete invitation to tender, including any addenda and any other information, and for independently informing and satisfying itself with respect to any and all information contained therein, and any and all conditions which may in any way affect its Proposal.
- c. Each qualified bidder shall be deemed to have satisfied itself as to the nature and extent of the risks it will be assuming.
- d. Each qualified bidder shall be deemed to have gathered all information necessary to perform its obligations under this invitation to tender and any other obligations assumed or arising thereafter.
- e. In connection with the foregoing, each qualified bidder shall review all of the invitation to tender and shall promptly report or request clarification of, any discrepancy, deficiency, ambiguity, error, inconsistency or omission contained therein. Any such request must be submitted to MSF immediately.
- f. The qualified bidder shall not be entitled to claim against MSF or its officials, officers, employees, agents or advisors on the grounds that any information, whether obtained from MSF or otherwise (including information gained from other departments within the Nigeria or their officials, officers, employees, agents or advisors regardless of the manner or form in which the information is provided) is incorrect or insufficient. Qualified bidders shall be responsible for conducting their own due diligence on data and information upon which their Proposal is based.

7.12. Dispute resolution

- 7.12.1. Any dispute in connection with, relating to, or arising out of this invitation to tender or the Contract, including any questions regarding their existence, validity or termination, or the execution of the services, whether during the progress of delivering the services or after its completion and whether before or after the termination, cancellation or breach of the Contract, shall be referred to and finally settled by arbitration in accordance with the Nigerian Law then in force;

- 7.12.2. The arbitration shall be held in Kano State, Nigeria. Unless otherwise agreed, all proceedings, conferences and hearings held in connection with the arbitration and all documents presented or filed in relation to the arbitration or in relation to or during such proceedings, conferences or hearings shall be in English;
- 7.12.3. Pending resolution of any dispute (whether by agreement, arbitration or litigation) the qualified bidder and MSF shall continue to fulfil their respective obligations hereunder or thereto.

7.13. Language of Bid Response

All correspondence and documents relating to this invitation to tender exchanged by the qualified bidders and MSF, shall be in the same language this document is prepared (English Language).

7.14. Bid Validity

All bids must be valid for a period **60 days** from the day of their submissions, and must remain valid for a period of **30 days** beyond any subsequent extension communicated by MSF (the “**Validity Period**”).

7.15. Modification or withdrawal

- a. A qualified bidder may modify or withdraw its Proposal up until the Proposal Due Date, provided that any new submission is received by the Proposal Due Date. In such cases, a completely new Proposal package must be provided; the earlier submission will be returned unopened;
- b. Qualified bidders are not permitted to change any aspect of their Proposal, including nominated personnel, after the Proposal Due Date without the prior written approval of MSF;
- c. Where a qualified bidder withdraws its Proposal during the Validity Period, the bid bond referred to herein shall be forfeited.