

TERMS OF REFERENCE
For in-country transportation, installation, commissioning and training
of Cold Chain Equipment in South Sudan

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1. BACKGROUND AND OBJECTIVE

UNICEF CO in South Sudan is procuring more than 260 Cold Chain Equipment using Gavi and other donor funding sources to improve cold chain capacity at service delivery points and bolster the access to and utilization of immunization services in South Sudan. To this effect UNICEF needs to identify a local service provider (LSP) to conduct the transportation, installation and commissioning of the CCE at locations identified in the deployment plan. The Service provider will also be responsible for training of health staff on proper use of the refrigerators and planned preventive maintenance activities. Validation of installation and performance (post-installation inspection) of the CCE will be conducted by trained MOH and UNICEF cold chain technicians.

Items	Gavi FER	Other Funding Sources	Total
HTCD 90 SDD	170	90	260
TCW 40 SDD	0	5	5

A distribution list with details of the health facilities, as defined and approved by Ministry of Health (MoH), is provided in Annex D.

UNICEF CO in South Sudan will conduct a public solicitation process to identify contractor(s) able to provide the service bundle in South Sudan for the planned implementation schedule of maximum 12 months.

2. SCOPE OF WORK

2.1. Supply model

The contractor and UNICEF will need to coordinate the supply chain for the CCE as per below.



The contractor will be responsible for in-country transportation, installation and commissioning of the equipment plus training of responsible health staff at health facility level.

It will be asked from potential suppliers that the transportation of Cold Chain Equipment (CCE) shall be planned in a cost-efficient way.

UNICEF will reserve the right to limit the number of consignments and to revise the unloading points in agreement with the contractor.

2.2. Bidders best value supply model

In addition to the supply model described under 2.1, bidders may propose an alternative supply model if it might represent better value for money based on their experience and capacity in providing the required final services.

2.3. Contracting modalities

A UNICEF Institutional Contract for Services will be issued as result of the evaluation and award process under the present solicitation. UNICEF General Terms and Conditions for Institutional / Corporate Contracts apply (Annex A). **Based on feasibility and financial availability, successful bidder might be considered for long term agreement (LTA).**

2.4. Implementation timelines

The entire transportation, installation, commissioning and training is foreseen to be completed within a period of 12 months, or less, from the initial contract signing date. A detailed implementation schedule will be agreed between the contractor, MoH of Republic of South Sudan and UNICEF. A shorter implementation timeframe will be considered an advantage.

The implementation schedule is a contractual document and provides high level timelines. These timelines may require review, due to reasons outside of the contactors' control. The contractor must advise UNICEF CO in South Sudan if such review is required and should include justification and documentation thereof. UNICEF CO in South Sudan will have the ultimate decision to update/revise the implementation schedule in agreement with the South Sudan's CCEOP Project Management Team (PMT).

2.5. Service requirements

a) In-country logistics and distribution (mandatory)

The contractor shall be responsible for picking up the consignments from the designated UNICEF Warehouse in South Sudan for the onward transportation and installation activities.

NB. Goods will be delivered to the primary port area. Once the clearance has been completed, the contractor must pick up the goods at his own expenses to start in-country distribution. Important to note, it is not the responsibility of MoH, UNICEF nor of the appointed freight forwarder to transfer the goods outside the primary port area / to the contractors preferred warehouses. Any transfer of goods outside the port shall be organized by the contractor bearing the associated costs.

The distribution list with details of the health facilities, as defined by MoH, is provided in Annex D. The in-country logistics and distribution include various activities (air, ground or river transportation, etc.) in connection with delivery of CCE to the individual health facilities, including unpacking of the equipment and verification that the correct equipment quantities have arrived on site and are not damaged.

The contractor shall be responsible for sharing the implementation schedule with the MoH; to be further distributed to county health departments (CHDs). Depending on the overall project scope, it might be advisable to initiate discussion with state EPI managers and CHDs before the distribution in the respective area starts. Purpose of these discussions is to ensure a smooth implementation and to minimise deviations, through review of the implementation schedule, verifying ODP details such as site readiness and accessibility, contact details, discussion on current security situation and other details as applicable.

Furthermore, the contractor shall contact each installation site mentioned in the distribution plan (Annex D), to reconfirm the readiness to receive the equipment and the availability of health facility staff during

installation, training and for signature of completion reports as per paragraph 2.5 (d). This will allow the contractor to proactively discuss with MoH and UNICEF the possibility of reprioritizing installation sites depending on the site readiness and avoid deviation costs and unnecessary delays.

Therefore, it is expected that the contractor should at least confirm the following requirements:

- Accurate CCE deployed to correct site as per the Distribution List;
- Facility is open and operational when CCE is planned for delivery;
- Facility is accessible to install equipment;
- Site is ready to receive goods:
 - There is a designated space in the facility to install the CCE;
 - Entry door dimensions enough for receiving CCE;
 - Electrical sockets are installed and functional (if applicable);
 - Roofing can hold solar panels for SDDs (if applicable);
 - Shade-free space to install solar array (if applicable);
- Appropriate MoH staff is available during installation and training.

At destination, the equipment shall be unpacked in presence of (a) contractor representatives / installation technicians and (b) a health facility authorized person to control the correct and complete delivery of all items based on packing lists. This additional control is necessary to identify – in case of damage or losses – whether the incident happened during transport.

The contractor shall obtain a delivery receipt at health facility signed by the authorized official for each cold chain unit delivered. It must be clearly pointed out, that from the moment of reception signature, responsibility for CCE is transferred to national authorities.

The contractor shall assume full responsibility and obtain necessary insurance coverage for the CCE in their custody from the time of hand-over of the CCE from the warehouse, until the responsibility of the CCE is transferred to the MoH by obtaining a duly signed delivery receipt by relevant authorities. Bidders are requested to provide a detailed description of the insurance coverage in their technical proposals.

b) Installation (mandatory)

The Contractor shall be responsible for correct assembly and installation of all CCE:

- Connection of mains powered refrigerators with voltage regulators and power outlets;
- Installation of solar generators / arrays; inter-cabling between solar panel, refrigerator and lightning protection;
- Temperature monitoring devices (30-day temperature logger) must be activated and put into the right place of each refrigerator;
- Installation of all equipment needs to follow national regulations.

The contractor shall ensure that the equipment is installed without delay upon arrival to the health facility in consideration of local security conditions.

In cooperation with MoH and the successful bidder (s), UNICEF will develop a deviation protocol to establish communication routes and levels for coordination/approval in case of changes to the initial requirements (distribution list, installation requirements) or timelines. Furthermore, a list of State Ministry of Health/County Health Departments and their contact details is available and shall be provided by UNICEF together with the resulting contract to the awarded supplier.

c) Training (mandatory)

The Supplier shall prepare and conduct:

Health facility training. Basic handling and user level maintenance training on the equipment installed including monitoring and recording of temperature readings of 30-day temperature logger. This training needs to be provided at the time of installation for all applicable CCE categories to the responsible personnel at the health facility, and any other person nominated by the MoH present on that day. The training should include basic preventive maintenance procedures, including but not limited to, what to do in case of malfunction (temperature is too high/low). By end of the training, Health worker should be able to know what to do in case the refrigerator is not working, including whom to call. In the case of solar refrigerators that are considered 'maintenance free', a specific emphasis shall be made on the periodic cleaning of the solar panels. Training materials suggested for this purpose (either leaflets, power point presentation, videos etc.) shall be provided as part of the technical proposal;

MoH national and sub-national staff. This training shall be provided to approximately 20 participants at central level in Juba. The training shall have a duration of one day maximum and the program shall include

- Project implementation modality (including documentation to be used);
- Outlining "what to do" in case of deviations;
- Warranty terms and conditions;
- Claims procedures in case of equipment failure or underperformance;
- Available support, response time and contacts (local / backup);
- Overview of basic handling and preventive maintenance requirements;
- Overview on the requirement of basic corrective maintenance to be handled by country;
- Printed and digitally shared user training manuals including all the above listed items.

Program/contents of training shall be described in the technical proposal. The commercial proposal shall not include any costs for training facilities, daily substance allowance or travel costs for the participants.

d) Functionality test (mandatory)

After successful installation, the supplier shall carry out a functionality test (pre-commissioning) at each health facility. The functionality test shall be conducted under participation of respective health facility personnel and the functionality test report be signed by the contractor's technician. Bidders are requested to include a detailed description of the functionality test as well as a checklist / report in their technical proposal – one for each different type of equipment, as applicable.

Once the installation, training and functionality test have been concluded, the contractor shall obtain an Installation checklist (Annex E), signed by the contractor's technician and the designated authorities at the respective health facility. One set of signed Annex E and functionality test report should remain with the health facility, one set with the contractor. If needed, handwritten copies shall be made and signed by both parties.

Signed Annex E and functionality test report along with Annex 1 co-signed by LSP and PMT/CO (batch validation form) shall be required for payment and reporting purposes, along with photographic evidence as follows:

- Health facility from the outside (with HF name or another indicator such as GPS coordinates);
- Installed refrigerator;
- Serial number / plaque of the refrigerator;
- Installed solar panel – if applicable;
- Cabling and connections (SDD: fridge / solar panel; ILR: fridge / voltage regulator);
- Temperature display of refrigerator showing specified temperature (as per technical proposal);

- Display of the 30 DTR – if applicable.

As per WHO PQS guidelines, final commissioning of the equipment will be done by the health worker after the equipment is running at stable temperature for at least 30 days.

UNICEF reserves the right to appoint an independent inspection company to conduct a post-delivery inspection in any number of locations, either during or after installation, to verify the works performed and functionality of the CCE.

e) Warranty and performance monitoring (mandatory)

The contractor will be responsible for investigating and addressing/reporting any fault following installation of the fridges for a minimum duration of two years. Warranty commences from the date of installation and commissioning; and the service provider will have the duty to investigate and respond to any problem arising post installation and commissioning.

During the warranty duration, suppliers shall submit an annual report to MoH and UNICEF with country and model specific information on product failure. This report should include but not limited to root cause analysis of product failure as well as corrective and preventive actions (CAPA) taken.

3. QUALIFICATION REQUIREMENTS

3.1. Bidder eligibility

Bidders shall be able to provide the full range of mandatory services, required under the present ToR (reference point 2.5. Service requirements).

3.2. Service provider requirements

The entity responsible for installation should:

- Hold necessary permits required in South Sudan to conduct such business in accordance with the country law;
- Have an office located in South Sudan with modern communication facilities such as phone (local number) and email;
- Have the capacity to ensure the security and integrity of goods until handed over to MoH;
- Be knowledgeable, efficient and competent in installation, repair, maintenance, servicing of proposed CCE;
- Have an adequate number of technical personnel and technicians with technical experience;
- Have proven experience implementing CCEOP or other similar projects in the last 5 years. Case studies / reference projects have to be provided in the technical proposal (name of client, title of project, year, scope and duration, project end result, reference / contact person);

4. PAYMENT TERMS AND SCHEDULE

UNICEF standard payment terms are 30 days Net, which shall be understood as:

- Service Bundle (present solicitation for proposal): 30 days Net from receipt of invoice including supporting documents confirming successful installation of CCE as outlined under paragraph 2.5 (d)
 - Signed installation checklist (Annex E)
 - Signed functionality test report
 - Photographic evidence

- Co-signed batch validation form by LSP and PMT/UNICEF CO (Annex 1).

Normal payment schedule for the service bundle is per 100 CCE units fully installed. Depending on the scope of the overall project, the bidder may include alternative payment schedules in their proposal (for example per 50 or 200 CCE units fully installed).

5. TECHNICAL PROPOSAL

The technical proposal (Annex F) shall be submitted separately from the financial proposal (separate email). The Technical Response Sheet shall be submitted as (a) signed hard copy (PDF) and (b) soft copy (open word file).

No pricing information should be mentioned in the technical proposal as this can invalidate the bid.

6. FINANCIAL PROPOSAL

The financial proposal shall be submitted separately from the technical proposal (separate email). The commercial response sheet (Annex C) shall be submitted as (a) signed hard copy or PDF and (b) open excel file.

The currency of the proposal must be in **USD and invoicing will be in the same currency**. All prices/rates quoted must be exclusive of all taxes as UNICEF is a tax-exempt organization.

Price proposals should be detailed and aligned to the deliverables as requested under the present TOR and in line with the technical proposal.

Bidders must assess all risks involved with the distribution, installation and training of the CCE and calculate appropriate contingency costs in their financial proposal for eventual deviations, the works must be completed as part of a lump sum contract. The total amount agreed in the UNICEF contract shall be therefore considered the maximum compensation and no additional fees shall be paid to complete the works as agreed in the Terms of Reference, unless specifically agreed in the deviation protocol (e.g. outside the approved ODP).

NB: The probability of eventual deviations is minimized by the Project Management Team (PMT) diligent efforts to coordinate inputs and activities on the ground among the following parties:

- Local service provider (as authorised by the contractor)
- UNICEF Country Office
- Ministry of Health.

The main role of the PMT is to provide guidance on how to mitigate and manage risks related to delays, or other unplanned deployment issues based on their knowledge of the local context and past experiences. The PMT shall work closely with all stakeholders to assess potential risks and proposed an approach to manage them before they become deviations.

7. EVALUATION METHODOLOGY

All Proposals will be first evaluated for compliance with the requirements of the present solicitation. Failure to comply with mandatory requirements (referred to in connection with “must”, “shall”, “should”) or any of the terms and conditions contained in this solicitation, may result in a response or proposal being disqualified from further consideration.

The evaluation methodology is based on a score for services. Award recommendations is based on the principle of overall best value for services.

Proposals from bidders for each category of CC Equipment are assessed using a two-step process (a) technical and (b) commercial evaluation.

a) Technical Evaluation (max 100 points)

	Evaluation Criteria	Max Attainable points
1	PROJECT PLAN	10
2	LOCAL SERVICE PROVIDER INFORMATION	15
3	TIMELINES AND MILESTONES	15
4	IN-COUNTRY LOGISTICS	20
5	INSTALLATION / FUNCTIONALITY TEST	20
6	TRAINING	5
7	QUALITY ASSURANCE & RISK MANAGEMENT	15
	Total	100

Proposals must receive a minimum of 70 points for the technical evaluation to be considered for the commercial evaluation.

b) Commercial evaluation (max 100 points)

As a first step, financial proposal received under the present solicitation (Annex C, service bundle total cost) will be evaluated against UNICEF benchmark costs of 700 to 1,000 USD. UNICEF will request bidders, which prices are substantially above the benchmarks, to review the quoted prices. The bidder will be given maximum of 3 working days to revert with potential revised quotation.

All quotations will be evaluated based on the financial proposal of the present solicitation.

The proposals will be ranked according to their combined technical (St) and financial (Sf) scores after introduction of weightings (T being the weight attributed to the Technical Proposal and P the weight given to the Financial Proposal; T + P being equal to 1: $S = (St \times T\%) + (Sf \times P\%)$)

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Evaluations will be carried out for each of the categories separately. For the award recommendation, UNICEF will consider the best overall combination of evaluation results per category including applicable discounts. To apply the best value for money, technical and financial proposals shall be assigned 60/40 weight, respectively.

8. REPORTING REQUIREMENTS AND KEY PERFORMANCE INDICATORS (KPIs)

Upon contract award for one or more categories, the contractor shall propose an implementation schedule to UNICEF and MoH as per paragraph 2.4 of this TOR. The finalized and agreed implementation schedule will be part of the resulting service contract, and the performance of the contractor will be measured against this agreed schedule.

The contractor shall provide detailed implementation progress updates to UNICEF South Sudan, every two weeks, as per the agreed format in 'Reporting on Implementation Schedule Template' (Annex G).

The local service provider will be working directly with PMT in the country and shall agree on reporting structure for health facility deliveries and approved installations as per paragraph 2.5 (d).

9. LIST OF ANNEXES

- A. General Terms and Conditions (GTC)
- B. Terms of Reference (TOR)
- ~~C. Commercial Response Sheet~~
- D. Distribution List / Operational Deployment Plan (ODP)

- E. Installation Checklist SDD
- F. Technical Response Sheet
- ~~G. Reporting on Implementation Schedule~~