

UNICEF Nigeria – Maiduguri Field Office

Terms of Reference for Care Hire Service

1. Background

The protracted conflict in north-east Nigeria has left children extremely vulnerable to violence, abuse, neglect, and exploitation. The most vulnerable groups include children in IDP camps, returnee communities, minority and special interest groups, children associated with armed forces and armed groups, unaccompanied or separated children, and children with disabilities. While progress of Nigeria's peace building efforts has been limited due to numerous challenges, a transitional justice agenda provides the potential for an active approach to national reconciliation, recovery, and non-recurrence, UNICEF is working to support the children and women of Nigeria in various interventions including Education, WASH, Health, Nutrition, Child Protection among other. This will mean travelling from one place to another supporting these activities. UNICEF has its own fleet but cannot satisfy the demand in full. The failure is caused by several challenges and vehicle shortage is one of the major operational draw-back, as such these terms of reference seeks to ensure additional passenger vehicles are engaged to support of the UNICEF Programme activities which are dotted across Borno State and across the Country.

2. Purpose

UNICEF Maiduguri Field Office requires the services of who would provide functional vehicles for hire by UNICEF staff and other identified officials. The transporter shall provide functional air-conditioned vehicles with a sound driver at short notice (within a maximum of 2 hours). The hours of operation shall be from 7:00 AM to 7:00 PM daily on the days requested. The proposed service shall be implemented as a Long-Term Arrangement (LTA) for an initial two years, with the possibility of extending for an additional 12-month period upon satisfactory performance.

Specific Assignment:

In instances when no UNICEF vehicle is available to provide transportation within Borno and other states within Nigeria, the car hire services may be requested to convey the following category of passengers duly hired by UNICEF to conduct its official assignment:

- 1) UNICEF staff on official assignment.
- 2) Consultants.
- 3) Any other class of passengers identified by UNICEF at the point of engagement.
- 4) MOPOL or police officers.
- 5) It can be used to pick up and drop off goods within the capacity of a car/ jeep/bus/Pick up the van to specified locations within the country.

The take-off point will be at the UNICEF designated areas as informed by the Operations Officer, Operations Associates, or the UNICEF focal contact and following the procedures to be indicated under the LTA.

The following class of vehicles is what is required to be provided by the s. (Manual vehicles are most preferable especially for out of the city trips).

- 1) Sedan (2012 Model and above), -
- 2) Seven-seater bus - (2012 Model and above)
- 3) Fourteen-seater bus - (2012 Model and above)
- 4) SUV 4x4 - (2012 Model and above)

Proposals should include the above categories with details of the vehicles and proof of ownership in the name of the bidding company. However, where subcontracted vehicles are used, the transporting company should provide the agreement with the outsourced individual/firm.

Deliverables / Detailed Task and job requirement:

- Provision of company owned vehicle(s); in good working conditions as may be required, as the Office can put a call with a response time of within max. 2 hours.
- The contractors of the vehicle(s) are responsible for ensuring that all paperwork e.g., vehicle license and Insurance are valid and renewed when due.
- The contractors shall be responsible for fueling and servicing the vehicle(s)

- Provide a well-experienced, courteous driver who can drive and manage pressure in northern states' environments and other parts of the country.
- Provide, upon request, a valid Drivers' License of an appointed driver.
- Provide adequate backup in the event there is a breakdown of an existing vehicle on service within a reasonable time in a manner that UNICEF business operation is not hampered by any delay
- It is the 's responsibility to provide security and insurance coverage for its Drivers and vehicles.
- It is the 's duty to ensure all the critical requirements on vehicle checklist are in vehicle all the time and are working.

Location and Distances:

Transport rates/costs provided to UNICEF shall remain unchanged throughout the period of the LTA.

3. Cost of Proposal

The Tenderer shall bear all costs associated with the preparation and submission of his/her proposal and the contracting authority (UNICEF) is not responsible or liable for these costs, regardless of the conduct or outcome of the process.

4. Validity of the Long-Term Arrangement

The initial Contract shall be for two-year (24 months), renewable for another period of one-year (12 months) upon satisfactory performance and depending on the needs and availability of funds. Consequently, the proposal is valid for a period of 2 years from the date of the initial contract placement and price review can only be entertained after the initial 24 months.

5. Condition of the termination of the contract

Either party may terminate this Contract, but a notice period of 30 days shall be required. Any breach of this representation and warranty shall entitle UNICEF to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability on UNICEF. The review of terms and conditions or any change in service rates must be agreed upon by mutual consent of both parties unless such changes are due to changes in Government rules and regulations.

If one Party is in material breach of any of its obligations under the Contract, the other Party can give it written notice that within thirty (30) days of receiving such notice the breach must be remedied (if such breach is capable of remedy). If the breaching Party does not remedy the breach within the thirty (30) days' period or if the breach is not capable of remedy, the non-breaching Party can terminate the Contract. The termination will be effective thirty (30) days after the non-breaching Party gives the breaching Party written notice of termination. The initiation of conciliation or arbitral proceedings in accordance with Article 9 (Privileges and Immunities; Settlement of Disputes) below will not be grounds for termination of the Contract.

Any dispute arising out of or relating to the present agreement not settled by negotiation or other agreed mode of settlement shall be submitted to arbitration at the request of either party in accordance with the rules of the United Nations Commission of International Trade Law. The parties hereto agree to be bound by any arbitration award rendered under this clause as the final adjudication of the dispute.

Whatever performance relating to the ensuing Contract shall be deemed a waiver of any of the privileges and immunities of the United Nations.

6. Insurance and liability of the company

The company shall provide and maintain Insurance against all risks regarding its staff and equipment used for the execution of this Contract. The company shall also hold liability insurance in an adequate amount to cover third-party claims for death or bodily injury, or loss of or property damage, arising from or in connection with the provision of work under this Contract. The cost of any loss/damage shall be recovered from the company's fees; if the above company's fee is insufficient, the company shall arrange to indemnify UNICEF for such loss/damage.

UNICEF shall not be liable for any action: omission, negligence, or misconduct of the company's employees, officers, agents, and sub-contractors nor for any insurance coverage which may be necessary or desirable for this Contract, nor costs, expenses, or claims associated with any illness, injury, disability, or death of such personnel performing work under this Contract.

7. UNICEF responsibility and obligations

Payment: Upon the presentation of the invoice and report, payments shall be made within 30 days after the satisfactory delivery of services and submission of invoices. The price per location should include possible repairs, fuel, kilometers, drivers' Duty Travel Allowance, and vehicle usage.

8. Reporting

The Operations Officer shall be the supervisor of the Contractor to be supported by the Operations Associates. A monthly report on the routine services and any other repairs carried out on each of the vehicles shall be submitted to the UNICEF Maiduguri office by the Contractor every first week of the month, provided the Contract is for a continuous period of one month.

9. Safety Policy

The Contractor shall execute all work in accordance with the agreed procedures and guidelines to minimize accidents and protect life, property, and the environment.

10. Others:

UNICEF will not be held responsible for any duties, tolls, taxes, or other levies, including Value Added Tax for which the car hire company may be liable during the Contract, as the above will be included in the fees shown in the Financial Proposal.

Security: The Contractor shall observe all our security protocols within Nigeria, particularly Northeastern Nigeria. There is no exception, and UNICEF shall view this with all importance as any willful breach by the car hire company, staff member, or applicable passengers will be held responsible.

11. Additional Safety Requirements:

- The car hire company must be registered as an incorporated company in Nigeria with Corporate Affairs Commission and registered with local government authority as car hire business service in Nigeria and same clearly stated in the Company's Memorandum of Association.
- The car hire company and vehicles must be registered with the Road Safety Department (FRSC). If yes, confirm with documentary evidence (including tinted glass permit, as applicable).
- The vehicles should be road worthy (and the evidence of a Valid Road Worthy Certificate issued by the Vehicle Inspection Unit of the Ministry of Transport or other authorizing bodies); All the vehicles must have the following condition: good tyres, functioning air conditioners, effective brakes, adequate lightening, functioning wipers, horn, seat belts, fire extinguisher, and doors all in perfect condition.
- The vehicles must have valid comprehensive Insurance covering passengers, goods and a GPS tracker.
- The vehicles must have a good spare tyre, functional jack, wheel spanner, set of spanners, jump-starting cable, caution triangles, and spare fan/engine belt.
- The vehicles must have a trip logbook showing when they were last serviced/maintained.
- The Driver of the car hire company must have a valid/appropriate category of Driver's License, with at least three years of driving experience and valid identification.
- The care hire company must provide adequate funds to cover any Duty Travel Allowance and fueling of the vehicles to the Driver for the whole trip period.
- The vehicles must have a valid National/ State/LGA vehicle document: Vehicle License, Insurance, Road Worthiness, Environmental, Signage permit, radio and advertisement, Hackney permit (if applicable), and all other road traffic documents that will give the vehicle a hitch-free movement in all the 36 states, FCA and all the LGAs.
- The car hire company must provide a valid clearance from the relevant security agencies- Police, DSS?
- **Bid Form** Please note that the bid unit rate per day shall be deemed to cover all additional expenses not directly reflected.

12. RFP terms and conditions

This RFP and any responses thereto, shall be the property of UNICEF. In submitting a proposal, the bidder acknowledges that UNICEF reserves the right to:

- (a) visit and inspect the bidder's Office and premises.
- (b) contact any/all referees provided.
- (c) request additional supporting or supplementary information.
- (d) arrange interviews with the drivers.
- (e) reject any/all the proposals submitted.
- (f) accept any proposals in whole or in part.
- (g) negotiate with the most favorable bidder(s);
- (h) award contracts to more than one bidder if UNICEF considers being in its best interests.

13.RFP EVALUATION AND WEIGHTING CRITERIA

Evaluation Process & Methods

The evaluation of the proposals shall as follow:

Technical Evaluation

- Preliminary Evaluation for the Administrative document submission.
- Fleet Assessment
- Driver Assessment

Financial Evaluation

Financial Proposal Template

Rates for inter states transportation services to be computed as reflected on the Annex A attached hereto

Evaluation of the financial submission will be carried out only to the bidders who successfully attain a pass score from the Technical Evaluation together with evidence of availability of vehicles in good condition and certified by UNICEF Technical Assessment Team.

Technical Evaluation

The Technical Proposals will be evaluated first and will be allocated a total possible value of 70 points. Technical Proposals receiving a pass mark of 49 points or higher will be considered technically responsive, and their Financial Proposal will be opened. Proposals deemed not technically compliant and non-responsive will not be considered further.

TECHNICAL EVALUATION CRITERIA

S/N	OVERALL RESPONSE	Max. Points	Comment
A	Administrative document submission and Methodology (Total Score 30)		
1.1	Completeness of response, neat and clean packaging of the proposal. General adherence to Terms of Reference and tender requirements and Overall concord between RFP requirements and proposal.	2	The tender package is coherent and well presented. All required documents/information as specified in the ToR are attached
1.2	The company is registered with CAC and local authority as a company engaged in transportation of passengers, Memorandum of Association, Form C02, evidence of registration with UNGM attached.	4	<ul style="list-style-type: none"> - CAC Certificate with registration not later than 2016 – 1pts - Memorandum of Association and form C02– 2pts - Evidence of registration with UNGM – 1pts
1.3	Three years audited financial accounts (2019, 2020 and 2021) and three years tax clearance (2019, 2020 and 2021)	12	Audited financial accounts for the past 3 years and Copy of Tax Clearance Certificate for 2018, 2019 & 2020 – 2 pts each for Audited Account and Tax Clearance for each year
2	IMPLEMENTATION METHODOLOGY		Comment
2.1	Implementation strategy, Quality Control, hygiene, Safety, security aspects, and Plan for maintenance of vehicles and driver monitoring and supervision.	8	<ul style="list-style-type: none"> - Implementation Strategy 2pts - Quality control, hygiene, safety & security plan - 2pts - Maintenance plan – 2pts - Driver monitoring and supervision plan – 2pts
3	COMPANY AND KEY PERSONNEL		Comment
3.1	List of Key personnel. Team members proposed for the assignment demonstrate adequate experience in their respective work areas.	2	Organogram of the required team with their specialties.
3.2	Curriculum Vitae of Drivers to drive the vehicle listed in the offer.	2	Attach copies of CVs. Compliance with academic degrees, and licenses for the drivers. At least
B	Technical Capacity Requirements (Total Score 40)		
4	CAPACITY OF THE VENDOR		Comment
4.1	List of Similar Projects/Samples of previous work from two different organizations. The company has previously conducted similar work in the last 2 years	4	Attach copies of the previous contracts from two different vendors – 2 pts for contract from each organization.
4.2	Reference Letters from Clients of the Previous projects. The Letter MUST have the Clients' contact Information	4	Attach a minimum of two reference letters from previous clients showing the name of the client, contact person, official

			email address, and phone number – 2pts per verifiable Reference Check.
4.3	Familiarity with the location: Evidence of previous work experience with UN, INGO, government, and corporate organizations in the North-east in the last 4 years	12	<ul style="list-style-type: none"> - Attach minimum of 4 contracts from different UN, INGO, government, and corporate organizations. - 3 points for each contract
4.4	List of Vehicles (owned or subcontracted) with Evidence of ownership or sub-contracting duly signed with affidavit from owner. See the vehicle requirement specification and provided your available fleet dedicated for this contract (not more than 5 per vehicle type)	10	<p>Minimum Fleet required must be registered at least in -----</p> <ul style="list-style-type: none"> - Minimum fleet of 5 vehicles of sedan (or equivalent) maximum mileage - 2pts in own name and 1.5-point subcontracted - Minimum Fleet of 5 -Seven-seater bus 2pts in own name and 1.5-point subcontracted - Fleet of 5 -Fourteen-seater bus 2pts in own name and 1.5-point subcontracted - Fleet of 5 - SUV 4x4 - 4pts in own name and 2.5-point subcontracted.
4.5	Evidence of vehicle documents – road worthiness certificate, comprehensive insurance certificate, environmental certificate, police clearance certificate from relevant security agencies, and all other relevant documentation.	10	<ul style="list-style-type: none"> - Attach evidence of vehicle and its certification Road worthiness certificate-3 pts Comprehensive insurance-2pts Driver insurance cover-2 pts Environment certificate-1pts Police clearance certificate 1pts
	Total Technical Scores	70	
	Pass Score (70% of 70)	49	
	Financial Score	30	
	Total Scores (Technical + Financial)	100	

Bidders shall bear all costs associated with the preparation and submission of proposals, and UNICEF shall not be responsible for these costs, irrespective of the outcome of the bidding process.

Qualifications or specialized knowledge/experience required:

The Transporting Company Qualifications:

The Service Provider must reflect the following qualifications.

- The Service Provider must prove that s/he possesses the service qualification and Experience to provide the above-mentioned services. Thus, relevant Experience in Passenger Vehicle Provision with traceable support services and adequate fleet to support.
- The service provider must deliver services of the highest quality, and the vehicles to be assigned to this work must comply in all the above-mentioned requirements.
- Previous Experience with UNICEF, other UN agencies, INGO, Government departments, or other reputable organizations in Nigeria, especially Maiduguri.
- References from such organizations shall be provided during submission.
- Local presence of bidders in Maiduguri for immediate operational support.
- Be a fully registered business with certificates of incorporation.
- Can work under pressure, be open to input/scrutiny and changes required to be made, respect local/cultural contexts, and deliver on tight deadlines.
- Ability to work under pressure and meet tight deadlines.
- Ability to travel within the Hard-to-reach areas of Borno state and the whole of Nigeria.
- Proven Experience in working with international organizations and UN agencies is an asset.

The Drivers Qualifications:

All the drivers to be assigned to UNICEF must comply with the following requirements and present evidence to the following:

- Must be well-experienced, courteous driver who can drive and manage pressure in northern states' environments and other parts of the country.
- Be in Possession of a clean and valid Drivers' License with no criminal records.
- Police Clearance a must once company selected.

- Evidence of last road traffic accident on record if any
- Yearly certificate of good health, primarily eyes test conducted every year.
- Evidence of regular driver's training with satisfactorily performance/certification in defensive driving.
- Have an insurance cover with a reputable insurance firm.
- Mature and be able to work in a multicultural environment
- Previous traceable experience in the same field.
- At least must be a holder of a Basic primary School certificate.
- Experience in both development and humanitarian contexts is an added advantage.
- Experience working in the UN system agency or UN organization is an asset
- Fluency in English is required.

Technical Capacity assessment checklist to be used

a) Fleet Assessment.

All vehicles to be hired must be equipped with the following security equipment's at the minimum and these shall be assessed before the awarding of the contract. Once awarded a contract a vehicle may not be changed without assessment.

Fleet Assessment Requirements

i. Fire Extinguishers	x. Battery-powered lantern
ii. First aid kit/box	xi. Shovel, Machete or Hand-axe
iii. Toolbox including Spare wheel, jack, and appropriate tools	xii. Fire Lighting materials
iv. Spare Tyre	xiii. Jumper Cables (UNICEF Specific)
v. Reflector Triangle	xiv. Flashlight
vi. Excellent tire Condition	xv. Air Pump
vii. Evidence of regular servicing of the vehicles	xvi. Fire Blanket
viii. 5-meter towing Rope	xvii. Blanket
ix. Seat Belts	xviii. Cleanliness and general appearance of the vehicle.

b) Driver Assessment.

- Driver assessment shall consider the driver qualifications per this ToR.
- Drivers shall be taken for a test drive to check on their driving competencies.
- Physical Assessment shall be done as well as eyesight assessment.

Only proposals that receive a minimum of **49** points under a technical evaluation will be considered technically compliant.

Financial Evaluation

The total number of points allocated for the Financial Proposal is 30 points. The maximum number of points will be allocated to the lowest price proposal that is opened and compared among those bidders who obtain the pass mark in evaluating the Technical Proposals.

All other Price Proposals shall receive points in inverse proportion to the lowest price. A combined total score will be used to award the Contract. The Contract with the highest combined score will be awarded the Contract

UNICEF will not be held responsible for any duties, taxes, or other levies, including Value Added Tax for which the Firm may be liable during the Contract. All duties, taxes, or other levies must be exempted from the fees shown in the Financial Proposal. The cost of all items in the Financial Proposal shall be calculated and displayed in Nigerian Naira (NGN)

Payment Schedule

Invoices may be issued to UNICEF only after the services (or components of the services) have been provided and the deliverables (or installments of the deliverables) have been completed (a) in accordance with the Contract and (b) to UNICEF's satisfaction. The standard terms of payment are 30 days due net, counted from the date of invoice receipt.

14. General Conditions

The assignment must comply with the following general conditions:

- The general conditions remain constant.

1.1 Removal of Personnel

The Transporting Company shall always maintain discipline at work and take all reasonable precautions to prevent any unlawful, riotous, or disorderly conduct by or amongst those employed at the site and for the preservation of peace and protection of persons and property.

1.2 Security

The Transporting Company is responsible to carry out a security check on all staff to be employed for this work.

1.3 Standards of Conduct

- a) **General.** The Transporting Company shall maintain satisfactory standards of employee competency, conduct, cleanliness, appearance, and integrity and shall be responsible for taking such disciplinary action concerning such employees as may be necessary. Each Transporting Company's employee is expected to adhere to standards of conduct that reflect credit on themselves, their employer, and UNICEF. UNICEF Nigeria reserves the right to direct the Transporting Company to remove an employee from the work for failure to comply with the standards of conduct. The Transporting Company shall immediately replace such an employee to maintain continuity of services at no additional cost to UNICEF.
- b) **Neglect of duties** shall not be condoned. This includes sleeping while on duty, unreasonable delays or failures to carry out assigned tasks, conducting personal affairs during duty hours, and refusing to render assistance or cooperate in upholding the integrity of the worksite security.
- c) **Disorderly conduct,** use of abusive or offensive language, quarreling, intimidation by words, actions, or fighting shall not be condoned. Also, not condoned is participation in disruptive activities which interfere with normal and efficient UNICEF operations.
- d) **Intoxicants and Narcotics.** The Transporting Company shall not allow its employees while on duty to possess, sell, consume, or be under the influence of intoxicants, drugs, or substances which produce similar effects.

1.4 Child Labour

UNICEF has zero-tolerance for child Labour, and this should not be condoned by the contractor. All workers on site should be at least 18 years old.

15.SUPERVISION AND MONITORING

The Transporting Company will be supervised by the Admin Associates who will be allocated to the Maiduguri Field Office by UNICEF and overall monitored by the UNICEF Operations Officer throughout the Contract. Internally, the entire operation of the contract shall need to be superintended by a qualified Supervising administrator or fleet manager assigned by the contractor also known as the Transport Operations focal person, who shall maintain close contact with the designated UNICEF Admin Associates to coordinate the performance of the contract. The Transport Operations focal person is responsible for:

- Manage the overall work schedule and work schedules of individual staff assigned to UNICEF.
- Reports on progress to UNICEF Admin Associates/Operations Officer.
- Document and report on the progress of works daily in the daily record
- Document and report performance and areas that needs corrective action.
- Always Maintain a staff monitoring register and a vehicle performance report while used by UNICEF and all maintenance records of vehicle assigned to UNICEF.
- Monitor/Inspect activities and personnel including vehicle checks.
- Ensure adequate provision of all required tool kit and safety equipment as per the ToR.
- Ensure Occupational Health & Environmental Safety of all the staff as well as the space around the site works
- Quality control of works.

16.OTHER CLAUSES: PSEA Language

Consistent with the UN Secretary General's Bulletin related to "Special measures for protection from sexual exploitation and sexual abuse" (ST/SGB/2003/13), entities and individuals entering into cooperative agreements with an agency of the United Nations are obligated to "take preventative measures against sexual exploitation or abuse, to investigate allegations thereof, or to take corrective action when sexual exploitation or sexual abuse has occurred." Failure to do so "shall constitute grounds for termination of any cooperative arrangement with the United Nations." The Contractor is expected to have in place explicit policies related to the prevention of sexual exploitation and abuse of beneficiaries, including the commitment to the IASC 6 Core Standards (IASC/2002), and the investigation of such cases. Where the contractor does not have enough capacity for the investigation of such cases, it should request the support of UNICEF. Reasonable suspicion of sexual exploitation or abuse of beneficiaries may be reported by any individual to UNICEF if the complainant so prefers.

17. CONDITIONS

- The contractor will work on its computer(s) and use its office resources and materials in the execution of this assignment. The contractor's fee shall be inclusive of all office administrative costs
- The contractor's fee should be inclusive of all travel costs and Covid related expenses
- Please also see UNICEF's Standard Contractual Terms and Conditions attached.

Annex-Financial Submission Template.

ANNEX 1

Financial Proposal Template

A. Rates for transportation services within Borno LGAs

	Locations (State)	Rate per day	Rate per day	Rate per day	Rate per day
S/N o	Borno LGAs	Salon car (or equivalent)	Seven-seater bus	Fourteen-seater bus	SUV 4 X 4
1	Abadam				
2	Askira / uba				
3	Bama				
4	Bayo				
5	Biu				
6	Chibok				
7	Damboa				
8	Dikwa				
9	Gubio				
10	Guzamala				
11	Gwoza				
12	Hawul				
13	Jere				
14	Kaga				
15	Kala balge				
16	Konduga				
17	Kukawa				
18	Kwaya / kusar				
19	Mafa				
20	Magumeri				
21	Maiduguri (within)				
22	Marte				
23	Mobbar				
24	Monguno				
25	Ngala				
26	Nganzai				
27	Shani				

B. Rates for transportation services within Yobe LGAs

	Locations (LGAs)	Rate per day	Rate per day	Rate per day	Rate per day
S/No	Yobe LGAs	Salon car (or equivalent)	Seven-seater bus	Fourteen-seater bus	SUV 4 X 4
1	Bade				
2	Bursari				

3	Damaturu Within Capital				
4	Geidam				
5	Gujba				
6	Gulani				
7	Fika				
8	Fune				
9	Jakusko				
10	Karasuwa				
11	Machina				
12	Nangere				
13	Nguru				
14	Potiskum				
15	Tarmuwa				
16	Yunusari				
17	Yusufari				

C. Rates for transportation services within Adamawa LGAs

	Locations (LGAs)	Rate per day	Rate per day	Rate per day	Rate per day
S/No	Adamawa LGAs	Salon car (or equivalent)	Seven-seater bus	Fourteen-seater bus	SUV 4 X 4
1	Demsa				
2	Fufore				
3	Ganye				
4	Girei				
5	Gombi				
6	Guyuk				
7	Hong				
8	Jada				
9	Lamurde				
10	Madagali				
11	Maiha				
12	Mayo-Belwa				
13	Michika				
14	Mubi North				
15	Mubi South				
16	Numan				
17	Shelleng				
18	Song				
19	Toungo				
20	Yola North (State capital) Within Capital				
21	Yola South				

