**UNICEF Nigeria – Maiduguri Field Office**

**Terms of Reference for Electrical Maintenance service provider**

1. **Background**

UNICEF is committed to realizing the rights of all children to help them build a strong foundation and has the best chance of fulfilling their potential. We believe that ensuring a happy and healthy child begins before birth: from ensuring his/her mother has access to good neonatal care and delivering in a clean, safe environment to reaching adulthood as a responsible, healthy, and informed parent to the next generation. This journey relies on a child having access to shelter, good nutrition, clean water and sanitation, healthcare, and education. In the Northeast, UNICEF Maiduguri occupies two guest houses, warehouses, and a shared compound with WHO. The national grid, generators and in some cases, solar-powered inverters power the buildings.

The Office has a dedicated 200 KVA transformer that provides power to the compound from the national grid, while other UNICEF locations are connected to shared transformers from the environment. The Office has **53** air-conditioning units, warehouse **10,** while guest houses have **54** units. The UNICEF office is powered by two generators of 150KVA each, the guest houses have four 100KVA generators, and the warehouse is powered by one 100KVA generator; all generators are diesel-powered.

UNICEF Maiduguri seeks a suitable institutional maintenance contractor to provide routine repairs and maintenance services for the electricity from the national grids and generators.

1. **Purpose**

UNICEF Maiduguri seeks a suitable institutional contractor to provide routine electrical maintenance and repair services for all the UNICEF electrical equipment in all UNICEF locations in Maiduguri daily from 8AM – 6PM on Monday - Friday and 10AM – 3PM Saturday and Sunday.

1. **Specific Assignment**

The Institutional Contractor shall provide repairs, maintenance, and installation services for the following work in the UNICEF Maiduguri office property and provide one full-time standby staff for the below tasks:

1. Electrical System maintenance.
2. Generator maintenance.
3. General Maintenance.
4. **Deliverables/ Detailed Task and job requirement**

The scope of work includes maintaining daily, weekly, and monthly logbooks, registers, schedules, checklist, and reporting the same to the Operations Officer.

1. **Electrical Service**

The standby staff will perform the following tasks on a daily basis:

* Daily routine check-up of all the electrical system & appliances and replace defective bulbs, tube lights, parameter lights, fans, switches, sockets, plug points, short-circuiting/tripping lines, re-wiring, managing tangled wires, load balancing, and any other job.
* A thorough checking of all the electrical systems, including cleaning all panel junctions, tightening all connections, checking/cleaning/greasing all contacts, and checking Main Circuit Breakers (MCBs).
* Checking the electric current load between each electrical phase to ensure the electric load is equally distributed in each phase to avoid an accident while installing various electrical equipment/devices, i.e., AC, UPs, etc., where necessary.
* Be able to repair or arrange to repair all kinds of electronic and electrical items.
* Liaise with Yola Electric Distribution Company for any minor repair & maintenance.
* Maintain office/guest houses/warehouse high voltage transformer, central electric meters, and main power supply in liaison with Yola Electric Distribution Company.
* Maintenance of all power equipment such as ACs, fans, lights, sockets, electricity supply distribution board (DB box), etc, and kitchen equipment/appliances – Repair & maintenance for refrigerators, microwaves, ovens, mixer-grinder, electric kettle, etc.

1. **Generator Maintenance**

* Carry out engine overhauling and making minor repairs for UNICEF office generators.
* Conduct maintenance of generator sets, including changing oil, and checking oil levels, temperature, and water levels.
* Check the existence of leakages and irregular noises.
* Undertake routine machine lubrication, greasing and the replacement of oil periodically.
* At regular intervals, service the generator and document the outcome of the service carried out.
* When requested or using the reorder level, provide the list of generator spare parts and consumables to Operations Officer for procurement.
* Use the fuel request form, regularly request diesel for the daily use of the generator using the generator fuel reorder level. Record, monitor, and log daily fuel consumption, engine oil, and greases. Report any problem to the Operations officer for timely intervention to ensure uninterrupted power supply 24/7 at the UNICEF office, warehouse, and guest houses.
* Provide monthly fuel consumption reports for the generators and share them with the Operations Officer.

1. **General Maintenance**

Daily routine check-ups for all the general maintenance & repair work. The work includes maintenance operation of ACs and other equipment. Carry out general servicing of AC at least once a year.

* Be able to repair or arrange to repair all kinds of faulty items or equipment.

1. **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.

1. **Validity of the Long-Term Arrangement**

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

1. **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.

Suppose one Party is in material breach of any obligations under the Contract, in that case, 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 fix the breach within thirty (30) days 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. 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.

1. **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.

1. **UNICEF responsibility and obligations**

Payment: Payment shall be made under this Contract monthly. Upon the presentation of the invoice and monthly report, payments shall be made within 30 days after the satisfactory delivery of services and submission of invoices. It is recommended that the institutional contractor would pay the standby electrician at the end of the month without necessarily waiting for payment from UNICEF.

1. **Reporting**

# The Operations Officer shall be the supervisor of the Contractor to be supported by the Operations Associate. A monthly report on the routine services of the generators and other repairs carried out on electrical equipment would be provided.

1. **Safety Policy**

The Contractor is solely responsible for the care, protection, and safety of the works and everything in the work areas. All required Personal Protective Equipment (PPE: a safety helmet, coverall, and hand gloves) are to be used by Contractor when carrying out the work. The Contractor shall inform the Operations Officer of any exceptional health and safety hazards that might involve in the work to be performed and shall advise him of any precautions to be taken.

The materials/ accessories used in the repair/replacement work must adhere to the Standard specifications to be used. They shall consult with the Operations Officer/ Associate before installing equipment on the UNICEF property.

The Contractor shall be responsible for completing the work to a high standard and within the required time or sooner.

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

1. **Others**

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

* **Bid Form** Please note that the monthly rate charged shall include all additional expenses necessary to provide this service.

1. **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:

* Visit and inspect the bidder's Office and premises.
* Contact any/all referees provided.
* Request additional supporting or supplementary information.
* Arrange interviews with the engineer.
* Reject any/all of the proposals submitted.
* Accept any proposals in whole or in part.
* Negotiate with the most favourable bidder(s).
* Award contracts to more than one bidder if UNICEF considers that this is in its best interest.

1. **RFP Evaluation And Weighting Criteria**

The service provider is invited to submit:

* Previous Experience with undertaking similar assignments for repair and maintenance.
* Client references
* Key personnel involved: relevant experience/qualifications
* Technical proposal
* Details of the implementation plan / precise sequencing of activities
* Project management, monitoring, and quality assurance process
* Financial proposal, including cost breakdown for minimum wages.

**Evaluation Process & Methods**

The evaluation of the proposals consists of the following:

* + - 1. **Technical Evaluation**
      2. **Financial Evaluation**

**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 proposals will be opened. Proposals deemed not technically compliant and non-responsive will not be considered further.

**Technical Evaluation for Repair & Maintenance Work**

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| --- | --- | --- | --- |
| **S/N** | **OVERALL RESPONSE** | **Max. Points** | **Comment** |
| **A** | **Administrative document submission and Methodology (Total Score 40)** | | |
| 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 providing maintenance services with qualified staff. | 4 | * CAC Certificate with registration not later than 2016 – **1pts** * Memorandum of Association and form C02– 2**pts** * Evidence of registration with UNGM – **1pts** |
| 1.3 | Three years of audited financial accounts (2019, 2020, and 2021) and three years of tax clearance (2019, 2020, and 2021) | 18 | Audited financial accounts for the past three years and Copy of Tax Clearance Certiﬁcate for 2019, 2020 & 2021 –3 **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 equipment and engineer monitoring and supervision. | 8 | * Implementation Strategy 2**pts** * Maintenance plan for the AC and Generators – 6**pts** |
| **3** | **COMPANY AND KEY PERSONNEL** |  | **Comment** |
| 3.1 | List of Key Personnel. The 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 onsite engineer to be posted to UNICEF | 6 | Attach copies of CVs. Compliance with academic degrees. |
| **B** | **Technical Capacity Requirements (Total Score 30)** | | |
| **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 past years | 10 | Attach copies of the previous contracts from two different vendors – 5 **pts for Contract from each organization.** |
| 4.2 | Reference Letters from Clients of the Previous Projects. The Letter MUST have the Clients' Contact Information | 10 | Attach at least reference letters from previous clients showing the client's name. |
| 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 four years | 10 | * Attach a minimum of 2 contracts from different UN, INGO, government, and corporate organizations. * **5 points for each Contract** |
|  | 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.

1. **Qualifications or specialized knowledge/experience required:**
2. **The Electrical Engineering 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 delivering electrical and generator maintenance services is required.
* The service provider must deliver high-quality services, and the onsite staff should have prerequisite electrical engineering qualifications.
* 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.
* In addition to the onsite engineer local presence of the Company 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.

1. **The Onsite Engineer Qualifications:**

The onsite electrical engineer assigned to UNICEF will be available in the office, warehouse, and guest houses from 8 AM to 6PM Monday to Friday and on call on weekends including public holidays. He must comply with the following requirements and present evidence of the following:

* Minimum five years of professional experience at national and international levels in the relevant field of electricity, mechanics, and civil engineering, especially in the installation/repair of generators.
* Experience working in complex environments, particularly in the office/building electrical maintenance in hardship environments.
* Experience in direct repair/maintenance of generators, AC, and other electrical appliances is necessary.
* Capacity to be flexible in the working hours by adjusting the operating hours with the timing of needs.
* Knowledge of the UN rules, procedures, and regulations would be an asset.
* Working experience in the UN or other international development organization would be an asset.
* Background/familiarity with an emergency would be an asset.

1. Fluency in English is required.

1. **Operating Procedures**

* The Contractor shall inform the admin section (in the event of out-of-office hours work) in the UNICEF office as appropriate before carrying out the specific job.
* The Contractor must ensure that a fully qualified technician must conduct all maintenance works, each in a relevant discipline and supervised by an accredited engineer in a relevant field, subject to the approval of UNICEF personnel.
* The Contractor is expected to take responsibility for installing spare parts, whether through its own qualified personnel or through the subcontracted/extended companies. Any damage caused by the improper installation will be the Contractor's responsibility. UNICEF PO historical records will be used to establish the value of damaged spare parts that will be charged to the Contractor's Company.
* The Contractor shall provide backup staff during the absence of regular standby staff. Also, the Contractor shall inform the admin section of any leave/absence of standby staff in advance.
* Ensure periodic maintenance is arranged a week before the scheduled time with prior information to Admin Section.
* The Standby staff shall be proactive. He shall prepare the weekly work plan & share it regularly, and report to the admin section daily for work progress or in case of any requirement of repair & maintenance.
* The standby staff and other Contractor's staff shall be able to communicate in Basic English wherever necessary during work.
* The Contractor is to ensure that while providing the support/service during weekdays, the service does not disturb the office working environment within the Office premises.
* The Contractor shall submit 100% of the invoice (original copy) monthly, not later than 25 of every month, to the admin section for processing.
* The Contractor shall confirm and ensure that the wages paid to their employee are in accordance with the agreed wage as per the local rules/laws of the Government of Nigeria.
* Employees of the Contractor/sub-contractor shall not be below the age of 18 years.
* The Contractor, Contractor staff, and subcontractors are required to maintain the confidentiality of UNICEF information made available or accessible to them during their duties.
* UNICEF may, at its discretion, require the Contractor staff and sub-contractors to sign a non-disclosure agreement.

1. **Financial Evaluation**

The total number of points allocated for the Financial Proposal is 30 points. The maximum number of points will be assigned 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)

1. **Payment Schedule**

Payment would be made on presentation of monthly invoices to UNICEF only after the services and receipt of the monthly report have been received (a) in accordance with the Contract and (b) to UNICEF's satisfaction. The standard payment terms are 30 days due net, counted from the invoice receipt date.

1. **General Conditions**

The assignment must comply with the following general conditions:

* The general conditions remain constant.

1. **Removal of Personnel**

The vendor 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. **Security**

The vendor company is responsible for carrying out a security check on all staff employed for this work.

1. **Standards of Conduct**

**General.** The vendor company shall maintain satisfactory employee competency, conduct, cleanliness, appearance, and integrity standards. It shall be responsible for taking disciplinary action concerning such employees as necessary. Each vendor 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 Company to remove an employee from work for failure to comply with the standards of conduct. The Company shall immediately replace such an employee to maintain the continuity of services at no additional cost to UNICEF.

**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.

**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.

**Intoxicants and Narcotics.** The vendor 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. **Child Labour**

UNICEF has zero child labor tolerance, and the Contractor should not condone this. All workers on site should be at least 18 years old.

1. **SUPERVISION AND MONITORING**

The vendor company will be supervised by the Operations Officer in Maiduguri Field office, and he is responsible for the overall monitoring of the contract. Internally, the entire contract operation shall be superintended by a qualified Supervising engineer assigned by the Contractor, also known as the focal engineer, who shall maintain close contact with the designated UNICEF Operations Officer and Operations Associate to coordinate the performance of the contract. The focal engineer 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 need corrective action.
* Always Maintain a staff monitoring register, a generator performance report, and maintenance records for all the generators.
* Monitor/Inspect activities and personnel, including staff attendance.
* Ensure adequate provision of all required tool kits and safety equipment per the ToR.
* Ensure the Occupational Health & Environmental Safety of all the staff and the space around the site works.
* Quality control of works.

1. **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 explicit policies for preventing 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. Any individual may report reasonable suspicion of sexual exploitation or abuse of beneficiaries to UNICEF if the complainant prefers.

1. **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.

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| **FINANCIAL PROPOSAL** |

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| **#** | Price should be Monthly and in NGN, Financial Proposal should be in below format:  **Onsight Engineer** | **Unit** | **Unit Price (NGN)** |
| a | Onsite Engineer: direct salary to be received | Monthly Salary |  |
| b | All other company fees (administrative fees, insurance and Medical Facility etc) | Monthly Lump sum |  |
|  | ***Total Month Contract Cost- Engineer (a+b)*** | ***Monthly Cost / Engineer*** |  |

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| --- | --- |
| **Breakdown** | **Electrical engineer** |
| Basic pay |  |
| Housing allowance |  |
| Transport allowance |  |
| Entertainment allowance |  |
| Utility allowance |  |
| Leave allowance (two weeks/annum) |  |
| Medical allowance |  |
| Clothing allowance |  |
| **Total earnings (Gross pay)** |  |
| Less Deductions |  |
| Pension |  |
| Income tax |  |
| Health insurance |  |
| **Take home pay (Net pay)** |  |
| **Monthly Admin charges** |  |