

ANNEX A: TERMS OF REFERENCE (ToR)

REQUEST FOR PROPOSAL

ESTABLISHMENT OF A 2 + 1 YEAR FRAME AGREEMENT FOR THE MAINTENANCE AND REPAIR OF AIR CONDITIONING SYSTEMS IN UNHCR OFFICES

Introduction:

UNHCR Nigeria currently has offices in the Northeast, North Central, South South regions and Lagos which are equipped with air conditioners to improve the comfort of UNHCR staffs. Just as other running equipment and machinery, air conditioners need regular maintenance, as well as emergency services, to make them sustainable in the long term. In view of this, the establishment of a country-wide contract with an approved/ accredited vendor for the repair, servicing/ maintenance of Air conditioners, refrigerators, and water dispensers in UNHCR offices on a needs basis is requested.

2. **Objectives:** The Objective of the frame agreement is to obtain services of a reputable, experienced, and qualified contractor who can provide equipment curative and preventative maintenance support services to ensure optimal equipment functionality and minimize downtime that would occur in the event of equipment failure.

The vendor selected shall therefore, provide the required service of repair and maintenance of Air conditioners for:

- a. Abuja – Representational Office.
- b. Takum - office
- c. Ogoja - office and guest house
- d. Calabar
- e. Adikpo - office and guest house in Benue State.
- f. Lagos - office.
- g. Makurdi - office
- h. Other locations - As may be determined based on emerging operational needs.

3. **Maintenance Overview:** The requirement is the quarterly repair, servicing, and maintenance of the air conditioners, refrigerators, and water dispensers

4. **Scope of Work:** The scope of work will entail timely maintenance (preventive and curative) and fault resolution of the existing Air Conditioning Units at UNHCR offices in Nigeria as outlined below:

a. Visual Inspections

To check for unusual noise, vibrations or leaks, dust, minor corrosion and exposed ductwork for damaged insulation and air leaks.

b. Start-up and Shutdown

To check that the units are functioning correctly

c. Condenser

To chemically clean or wash coils, check fan motor voltage and amps, lubricate moving parts, check fan blades, belts and pulleys and adjust, if necessary, check for corrosion and degradation.

d. Compressor

To check compressor oil levels and sight glass, to check voltage and amps, check mounting for cracks and vibrations, check head and suction pressure.

e. Evaporator

To wash or chemically clean the coils depending on the extent of fouling, clean blower wheels, check fan motor, voltage, and amps, lubricate moving parts, check belts and pulleys and adjust, if necessary, clean of cabinet.

f. Filters

To inspect and clean when necessary.

Kindly note that permission must be sought for the purchase of all items which do not fall under the maintenance and service contract prior to installation.

g. Drains

To clean drain pan and flush drain lines

h. Electrical Connections

To check electrical connections, clean and tighten as necessary

i. Refrigerant lines and installation

To check refrigerant for exposed pipes, leaks, and insulation damage

j. Operation of Thermostat/Remote Controls

To check to see that the unit is functioning correctly and adjust as required

k. Refrigeration equipment

This contract also includes the refrigeration equipment. The successful contractor will be responsible for servicing all water coolers, water dispensing machines, fridges, freezers, ice machines, chillers packs and cold room where applicable. The frequency of maintenance will be as requested.

5. Repairs or Remedial work: Any equipment that needs repair must be clearly identified when presented for approval.

- i) Clearly state where it is to be done
- ii) Clearly identify what is to be done
- iii) Clearly state an estimated time to complete the Job
- iv) Provide a list of spare parts and indicative prices. The prices should be fixed for a period of the contract **OR** contractor should submit a list of requirements and quotation for repairs within a reasonable time frame for review as this is not included in the contract cost
- v) Used spare parts must be shown and /or given to UNHCR offices
- vi) The materials /accessories used in the repair/ replace work must adhere with the ISO standard specifications. Faulty parts to be taken out of the office for repair in the workshop must be authorized by the supervisor staff. They will also be cleared when they are back for reinstallation. New spare parts for the replacement are confirmed and authorized by the supervisor staff upon

technical report. They can be purchased by the office or by the supplier of maintenance services. In this case a purchase order shall be issued to the supplier.

6. Preventive Maintenance:

The service provider commits to ensure a support of the Air Conditioning installations by onsite maintenance in accordance with schedules adopted and agreed upon by both parties. The service tasks of the preventive maintenance include the following.

- A comprehensive **quarterly preventive maintenance of all Air Conditioning Units.**
- Trouble shooting, repair and restoration of all the components of Air Conditioning Unit.
- Assistance and advice in the best practice administration relating to the Air Conditioning equipment Area.
- To check that the Units are functioning correctly.
- Check and optimize the oil and gas levels of Air Conditioning Units
- To check for unusual noise, vibration, or leaks, dust, minor corrosion and other exposed components.
- Tightening the electrical connections
- To chemically clean or wash coils, check fan motor voltage and amps (current),
- lubricate moving parts, check fan blades, belts and pulleys and adjust.
- Clean blower wheels.

7. Curative Maintenance: The service provider makes every effort to ensure that the breakdowns of the Air Conditioning installations because of normal use is immediately fixed once reported, and **always provide stickers on all AC's indicating the next due date and the last dates of service.**

The service provider should provide a list of necessary spare parts, and their respective unit costs, required for smooth functioning of Air Conditioning Units. **Such prices shall be applicable throughout the contract period.**

8. Workshop Inspection: The Vendor must give access to UNHCR personnel for compliance inspection when required.

9. Repair and maintenance: All parts and labor related to agreement must be guaranteed and include a warranty.

- a. The Contractor shall provide only replacement parts that are new and are of the same quality as that being replaced.
- b. The UNHCR shall be responsible to provide reasonable means of access to all equipment covered by this agreement and promptly notify the Contractor of any malfunction in the system(s).
- c. The Contractor shall do all the work and furnish all the materials, tools, equipment, and safety devices necessary to perform in the manner within the time specified.
- d. The Vendor shall bear all losses resulting to him or to the Owner on account of the amount or character of the work, or because of the nature of the area in or on which the work being done is different from what was estimated or expected, or account of the weather, elements, or other causes.

10. Special Equipment: The Contractor and /or his Staff must have available the necessary specialized diagnostic equipment to diagnose the faults of the Air Conditioning Units at the UNHCR offices in Nigeria.

11. Response: Ad – hoc repairs to be scheduled within 1 working day after formal notification by UNHCR.

(a) The contractor shall provide a 24/7 telephone number which should be responded to on 1st attempt with 3 maximum call attempts. This is needed for emergency support and repairs. All the standby phone numbers must be provided.

12. Transportation to Locations and Accommodation: UNHCR will not be responsible for the Vendor's transportation to locations and accommodation in any of the locations.

13. Security: The responsibility for the safety and security of the Contractor and its personnel and property, and of UNHCR property in the Contractor's custody, rests with the Contractor. The Contractor shall:

(a) Consider the security situation in the location where the services are being provided.

(b) Assume all risks and liabilities related to the Contractor's security.

(c) The contractor must hold record of their staff details. A list of the staff involved in performance of the work must be shared with the staff supervising the maintenance services. The contractor shall provide clear visible badge to their workers, showing the name and this should be always worn during work hours.

(d) The contractor shall not without the written approval from the staff supervising the maintenance services, take photograph of the whole or any part of UNHCR premises. The contractor shall take all reasonable steps to prevent any person from taking, publishing or otherwise circulation of any of such photographs without permission.

14. Vendor's Qualification: To meet the requirement for the contract, the Vendor must comply with the following criteria:

- a. The company must be registered with Corporate Affairs Commission
- b. The company should be able to provide certified bank statements and/or audited financial statements showing financial transactions for the past 3 years
- c. Maintenance services shall be carried out by trained and accredited technical personnel in possession of Certificates of Competence (COC)
- d. Competent companies must have a progressive working experience of three (3) years in the field
- e. Companies must demonstrate the capacity to carry out required maintenance
- f. Companies shall provide all staff credentials signed by holders and copies of notarized academic or professional certificates
- g. Each staff should hold at least A1 or equivalent professional certificate in (Electricity, Electronics, Electro – mechanics, Mechanical or any other related field) with minimum of 3 years of experience.

- h. Provide at least three references of similar accomplished works or similar contracts with UN or other international organizations
- i. The qualified company should have a workshop

15. Personnel: Contractor shall utilize only fully trained and qualified personnel to repair and service Air Conditioning Units at UNHCR offices in Nigeria.

The Contractor must have available staff in all UNHCR office locations to ensure immediate response.

16. Record Keeping: Contractor shall provide Job sheet along with other supporting documents to process payment and provide timely report to UNHCR at the completion of maintenance service.

17. Reporting: The contractor should immediately provide a completed work report after completing the assignments on each site and should be verified and approved by the office staff supervising the maintenance service

- The report should be in form of a logbook, clearly indicating the site name, date, time in and out, status of equipment and problem cause, work done and other observations or comments, the company staff name, site's Admin manager name, company staff name supervising the activities and signatures.

18. Evaluation of the Bid Proposals: The criteria to be used in the evaluation of the bid proposals is as follows:

- a. The ability of the bidder to meet the minimum specified requirements.
- b. The overall costs of the proposal satisfying the requirements.
- c. Bids will only be considered from Contractors that have a minimum of 3 years of successful experience providing Air Conditioners and refill services, repair parts and related supplies. The Vendor shall be required to demonstrate that they have successfully completed these type services for clients of the same size and magnitude for a minimum of three years. Failure to demonstrate this experience will be grounds for bid rejection.
- d. The Contractor must have available staff in all UNHCR office locations to ensure immediate response.

19. Warranties and Guarantees: The contractor will guarantee his work for a period of twelve (12) months from the date of official handover. Any items replaced or repaired will also carry twelve (12) months guarantee from the successful recommissioning of that item. Record of installation and repair dates of air conditioners must be held.

20. Payment:

- (a) The payment will be made quarterly after satisfactory completion of maintenance and repair services. Payment for ad hoc repairs shall be done withing 30 days of receipt of invoice.
- (b) If the contractor defaults in any one or more of the following respects that Is to say:

- If the contractor without reasonable cause wholly suspends the carrying out of work before completion thereof OR:

- If the contractor fails to proceed regularly or diligently with the work OR
- If the contractor refuses or persistently neglects to comply with the requirement, UNHCR or has the right to terminate the contract immediately

21. Site Management:

The contractor will always maintain a tidy site and will, daily, remove all rubble and redundant equipment to the appropriate areas within UNHCR premises. The contractor will account for all equipment and waste material removed from the site during this contract.