

TERMS OF REFERENCE FOR EQUIPMENT PROVISION

Assignment	LONG TERM AGREEMENT (LTA) for Borehole Rehabilitation and Maintenance
Location	All locations in Jordan
Duration	Validity for 2 years (24 months).

1. JUSTIFICATION/BACKGROUND

UNICEF is the Lead Agency for Humanitarian interventions in the Water, Sanitation and Hygiene (WASH) sector in Jordan. Under this responsibility, UNICEF provides water, wastewater, and hygiene services to Syrian refugees living in Za'atari and Azraq refugee camps and in a temporary settlement of Syrian IDPs at Rukban camp. UNICEF also supports the provision of WASH services in host communities, including schools and other institutions.

UNICEF is supplying water (3500 to 3800 m³ per day), from three internal boreholes to approximately 78,000 refugees in Za'atari Refugee Camp, while in Azraq camp, UNICEF is supplying water (2,000 to 2,400 m³ per day) from two internal boreholes to approximately 38,000 refugees. UNICEF is also managing a borehole at Rukban camp to provide water to 12,000 people at the Berm.

In total UNICEF is managing 6 boreholes across the three camps as the primary water source. The boreholes were constructed and commissioned from 2015 to 2017 and require regular rehabilitation, maintenance and cleaning to keep them operational. Therefore, UNICEF Jordan Country Office is looking to establish a Long-Term Agreement (LTA) for Borehole Rehabilitation and Maintenance works across all three camps.

This LTA will be an agreement between the winning bidder and UNICEF Jordan Country Office for agreed price ranges, delivery times and locations for the rehabilitation and maintenance services and needed spare parts for the boreholes. The LTA will allow UNICEF to request the winning bidder at any time as and when needed, to provide borehole rehabilitation and maintenance services.

2. OBJECTIVES

Overall Objective:

The overall objective of this LTA contract is for the rehabilitation, repair and maintenance of boreholes including delivery and installation of submersible pumps, pipes, electrical cables and other accessories to ensure the effective operation of submersible pumps in three different camp locations.

This agreement is a standby agreement where borehole rehabilitation and maintenance, and pump supply and replacement will be requested upon need and can be only requested through UNICEF's focal point.

3. SCOPE OF THE LTA (WORK ASSIGNMENT)

The contractor shall rehabilitate, repair, and perform maintenance activities including delivery and installation of submersible pumps and other accessories required in BHs, as an LTA service (Long Term

Agreement) commencing 01.11.2020 until 30.10.2022 (24 months). This is an LTA meaning 0 JOD guaranteed purchase/supply value.

- To receive a Work Order request from the UNICEF focal person (by email and/or letter), requesting rehabilitation and maintenance activities.
- To be available to UNICEF for any calls/requirements of information/data, technical specifications/information etc. about the specified/specific submersible pump, pipes (Riser pipes, black steel, galvanized) cabling and other ancillary equipment.
- Capable of providing and managing all needed plant and equipment and trained persons necessary for BH rehabilitation and maintenance.
- To supply equipment, install, connect and put into services BHs and ancillary equipment at the requested location per the requested timelines and conditions.
- To ensure feed-back, follow-up communication and billing in due time to UNICEF.

4. EXPECTED DELIVERABLES

The contractor shall conduct rehabilitation, repair and maintenance activities of BHs as per the BOQ (BH facilities at camp locations in Jordan), immediately upon the written order from UNICEF.

4.1 Warranty

- Contractor shall provide a warranty on the submersible pump against defective workmanship and material.
- During the warranty period, if the pump is found to be defective due to faulty materials, faulty design or inferior quality it shall be repaired or replaced at site free of charge by the contractor at his own cost.

4.2 Preventive Maintenance

- The bidder should perform preventive maintenance visits, one visit per three months of 1 year of operation.
- The preventive maintenance activities should include but not be limited to: visual inspection, checking the overall system performance and parameters.

5. OFFICIAL TRAVEL INVOLVED

Not applicable.

6. DESIRED QUALIFICATIONS, SPECIALIZED KNOWLEDGE OR EXPERIENCE

The tendering company shall demonstrate its capacity, experience, knowledge, operational capacity and qualified staff and their availability for the needed rehabilitation, repair and maintenance activities. The tendering company shall demonstrate that he has all the required accreditations and registrations, permissions and process available, functional and in line with Jordanian laws and regulations.

The company shall demonstrate its capacity to access the relevant vendors and manufacturers of the proposed specified/specific brand(s) or intermediates and to show that he is and will be capable to assure supply of pumps and pipes brand(s) and other BH related accessories for at least the next 2 years, for all quantities and within the required timelines and conditions.

The tendering company shall provide proof of sale and maintenance/repair services/activities for pumps.

6.1 Institutional Classification

- Registered with the Ministry of Industry and Trade
- Any other necessary registration as per government of Jordan laws, rules, regulations and guidelines

6.2 Key experts

The company shall assure and maintain all required staff to perform rehabilitation and maintenance activities including installation of pumps, pipes including electrical cables. The company shall demonstrate qualified and capable staff for operation and maintenance activities during the warranty period.

7. INDICATORS FOR THE EVALUATION OF COMPANY/SUPPLIER PERFORMANCE

- Number of BHs undergoing repair and maintenance activities within the defined timeframe in the LTA
- Number of maintenance and repair interventions/actions during the warranty period that have not been carried out as required/up to standards/up to UNICEF (and partners) satisfaction
- Amount of additional costs incurred by UNICEF due to unsatisfactory performance of supply, repair and maintenance of BHs and/or other service provision by the company, including costs for unnecessary additional downtime of the system(s) due to lack of action/compliance from the company.

8. FREQUENCY OF PERFORMANCE REVIEWS

- Once a year in general.
- More frequently at UNICEF's discretion.

9. CALL FOR PROPOSALS

The technical proposal shall be submitted separately from the financial proposal. Submitting both the financial and technical proposals in the same file or folder may lead to immediate disqualification of the company.

Financial Proposal/Offer:

- The financial proposal/offer contains the LTA BHs repair maintenance BOQ (see given templates as Annexes to this TOR and integrate as part of this tender/offer) to be signed and submitted

Technical Proposal/Offer:

The technical proposal/offer contains at the following files:

- Date and country of incorporation/registration
- Company classification proof document as per Ministry of Industry and Trade
- Last two years' company financial/bank statements/transactions as a proof of business continuity and current ongoing sales and works

10. INDICATION OF HEALTH STATEMENT AND CERTIFICATE OF GOOD HEALTH HAS BEEN RECEIVED PRIOR TO SIGNING THE CONTRACT

Not Applicable

11. UNICEF RECOURSE IN CASE OF UNSATISFACTORY PERFORMANCE

In case of unsatisfactory performance, payments will be withheld until the required quality of equipment and services as per the LTA are supplied, delivered, installed, realized, documented and

submitted. If the company is unable to complete the tasks, work and deliverables of this LTA, the LTA will be terminated by notification letter sent 30 days prior to the termination date. In the meantime, UNICEF will initiate all corrective and alternative measures, and the company/supplier will be held responsible to cover additional costs created by unsatisfactory performance from the notification letter date until the termination date of the contract to UNICEF. In case of unsatisfactory performance, UNICEF reserves the right to deduct an amount up to 30% of the invoice.

12. INDICATION THAT THE CONSULTANT/INDIVIDUAL CONTRACTOR HAS RECEIVED A COPY OF THIS DOCUMENT OR, ALTERNATIVELY, AN EXPERT OF RELEVANT PROVISIONS INCLUDING THOSE CONCERNING LEGAL STATUS, OBLIGATIONS AND TITLE RIGHTS.

Not applicable

13. CONDITIONS

- The companies/suppliers proposal/offer shall be inclusive of all office, reporting, transportation and administrative costs.
- Please also see UNICEF's Standard Terms and Conditions attached.
- The company/supplier will be responsible for any cost related to personnel including transportation of machineries, tools, equipment, materials, consumables and spare parts as included in the proposal/offer.
- The company/supplier shall be responsible and accountable for the conduct and behavior of its employees on site, and to fully comply with the camp established and GOJ rules and regulations, and UNICEF code of conduct, Prevention of Sexual Exploitation and Abuse (PSEA) Child Safeguarding Policy (CSP).
- The company/supplier shall be responsible for all damages to persons or property that occur as a result of fault or negligence or through his actions and decisions and shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others at all times.
- **The company/supplier will show UNICEF logistics and WASH personnel its facilities, warehouses, samples of BHs spare parts, workshop and sales facilities. A UNICEF Team (Logistics and WASH) may check these as part of the evaluation/selection process and verification of company experience and quality, product qualities and availabilities, operational capacity etc. for this LTA.**