ANNEX A: TERMS OF REFERENCE

FOR THE ESTABLISHMENT OF FRAME AGREEMENT(S) FOR THE SUPPLY, INSTALLATION AND MAINTENANCE OF FIRE DETECTION AND SUPPRESSION SYSTEMS AND TRAINING AT UNHCR OFFICES, FIELD STAFF ACCOMMODATIONS AND WAREHOUSES IN UGANDA.

1. Scope of work and proposal requirements

The office of the United Nations High Commissioner for Refugees (UNHCR) invites your company to make an offer for the supply, installation and maintenance of fire detection and suppression system and training at UNHCR Uganda offices, field staff accommodation / guest houses, and warehouses in Uganda.

a) The contractor will assess, supply and install fire detection and suppression system as well as provide maintenance at UNHCR office locations, field staff accommodation/guest houses, and warehouse – as follows:

No.	Locations	Addresses
1.	UNHCR Country Office	Off Mackenzie Close, Kololo, Kampala
2.	Nakasero Urban Office	Plot 6 B Nakasero Hill Road, Kampala
3.	Kansanga Refugee Access Center	Plot 4303, Block 244, Kyadondo Ssabagabo, Kisugu Kansanga, Kampala
4.	Sub office Pakele (including 18 accommodation blocks and 3 prefabricated structures)	Adjumani District - Adjumani
5.	Field Office Lamwo (including prefabricated guest houses	Lamwo District
6.	Field Office Kiryandongo (including guesthouses)	Kiryandongo district
7.	UNHCR Central Warehouse	Kiryandongo district
8.	Sub-office Yumbe - (including staff accommodation houses)	Yumbe District
9.	UNHCR regional Warehouse	Yumbe district
10.	Sub-office Mbarara	Mbarara district
11.	Field Office Kyangwali - including guest houses, old UNHCR Accommodation Compound, SO Kyangwali)	Kikuube district
12.	Field Unit Rwamwanji – (including accommodation houses)	Kamwenge District
13.	Field Unit Kisoro	Kisoro District

b) The type, quantity and technical specifications of the fire detection system will be based on the assessment to be conducted by the contractor. However, interconnected battery-operated smoke alarms. i.e., 9V battery (Duracell or Energizer or equivalent) or higher units are preferred.

c) The scope of service below will apply to the contractor for fire extinguishers at UNHCR offices, staff accommodation / guest houses, and Administration vehicles in the operation:

- Supply, delivery, installation, testing and commissioning of fire detection and suppression system to UNHCR offices, field staff accommodation and warehouses in Uganda.
- Provision of expert fire detection and suppression system on existing and new UNHCR facilities with reports for submission to the Administration and Field Security Unit to consider adoption.
- Carry out servicing and replacement of fire detection and suppression system consistent with specification and manufacturer's specifications but upon written request from UNHCR through a Purchase Order.
- Provide Administration and Security with a written copy of the Service Report detailing the completed tasks and any unfinished activity with reasons associated with it.
- The contractor shall make an installation plan (i.e., where to deploy the smoke detectors) as assessed and deducted by identification of sources of ignition.
- The installation plan must be shared and approved by Security and Administration before installation begins.
- The contractor shall provide smoke alarms, activating devices, and batteries with a 10-year guarantee and warranties.
- The contractor shall have a rigorous maintenance and replacement process in place.
- The contractor shall clearly indicate the Product Recall System in relation to replacement of faulty products and how it would work within framework agreement provisions.
- The contractor shall provide UNHCR Uganda with guidance on fire safety standards and relevant regulations to Uganda.
- The contractor shall provide technical specifications, detailed features, and a sample of the type of smoke detectors and other fire detection equipment before installation.
- The contractor shall provide in writing, normal lead-time required from point of order to receipt of the fire detection system equipment.
- In carrying out the contractual obligations, the contractor shall ensure observance of the occupational health and safety standard with clear gender mainstreaming considerations.
- The contractor shall observe and stick to its human resources policy provisions on Sexual Exploitation & Abuse (SEA) and or Anti-Corruption/ anti-fraud policy documents.

- The contractor must always update a comprehensive list and up to date expiry date for all items in all locations and alert UNHCR.

2. Contract Performance Evaluation

UNHCR expects to monitor the performance of the successful contractor according to the following Key Performance Indicators (KPI):

- Completion of fire detection system and detailed report submitted within timelines.
- Supply, delivery, installation, testing and commissioning of the fire detection system within the timelines.
- Carryout fire protection system training within timelines.
- The Contractor shall provide test certificate upon completion of the installation of the fire detection system.
- Carry out maintenance services of the fire detection system within timelines.
- Replacement of damaged equipment.
- Compliance Certification of the premises by the Police Fire brigade/KCCA where applicable.

Acknowledgement of satisfactory performance by the contractor will be supported by detailed reports about each nature of service per location at UNHCR offices and guest houses. Table showing location and available fire suppression equipment.

NO	MAIN LOCATION	Sub #:	SUB LOCATIONS	# FM200	# 50/25 kg trolley	# 25 kg trolley Foam	# 6/9 Kg BCP	#09/05 Kg CO2	#5kg Automated	#02 kg units
1	**Kampala**	1	CO KAMPALA	**1**	**0**		**19**	**4**	**4**	**16**
		2	BO URBAN OFFICE NAKASERO	**1**	**0**		**6**	**1**	**1**	**0**
		3	ONE-STOP ACCESS CENTER KANSANGA	**0**	**0**		**3**	**0**	**0**	**0**
2	**Adjumani**	1	SO ADJUMANI / PAKELLE	**1**	**2**		**40**	**9**	**0**	**10**
		2	FU KIRYANDONGO office and guest house/ accommodation	**1**		**1**	**10**	**4**	**0**	**6**
		3	FO LAMWO (PALUDAR) and Accommodation	**0**	**0**		**19**	**1**	**1**	**0**

3	**Yumbe**	1	SO YUMBE	**1**	**0**		**27**	**22**	**0**	**14**
		2	BIDI-BIDI WAREHOUSE-YUMBE	**0**	**4**		**37**	**11**	**0**	**0**
4	**Mbarara**	1	SO MBARARA	**1**	**0**	**0**	**15**	**10**	**0**	**13**
		4	FU KISORO	**0**	**2**		**2**	**1**	**2**	**4**
		5	FU RWAMWANJA	**0**	**0**		**11**	**0**	**19**	**6**
		6	FU KYANGWALI office and Guest houses combined	**1**	**1**		**27**	**24**	**0**	**7**

3. Technical Requirements

The supplier's eligibility check will be conducted in two stages after the closing date of submission and to being the first stage all the mandatory requirements will be evaluated based on **PASS / FAIL**. The supplier must provide the documents below to qualify the mandatory eligibility criteria so that the second stage of technical evaluation process can begin. If the supplier fails to provide any of the required documents below, they will be duly disqualified from further evaluation of the technical and financial offers.

4. Mandatory eligibility criteria

1) Brief company profile provided?
2) Certificate of incorporation
3) VAT Registration Certificate
4) Current trading license provided
5) URA Tax Clearance Certificate addressed to UNHCR (Tin 1000211109).
6) Copy of Memorandum & Articles of Association provided?
7) Your technical offer should contain your acknowledgement of the UNHCR Terms of Reference **(Annex A)**

The documents listed below are also required as part of the submission. However, they will not be evaluated as part of the mandatory requirements during the preliminary assessment. If not submitted with the bid, they may be requested from the successful bidder after the evaluation process and prior to contract award.

1. Confirmation that supplier is not on UN Sanction list.
2. If your company is not already registered with UNHCR, you should complete, sign, and submit with your technical proposal, the Vendor Registration Form
3. Acceptance of UNHCR General Conditions of Contract for Provision of Services

4. Acceptance of UN Supplier's Code of Conduct

5. Technical Evaluation Criteria:

Only suppliers that meet the mandatory and technical requirements will proceed to financial evaluation.

Among those, the lowest priced offer will receive the highest financial score. Other financial scores will be calculated proportionally, based on how their prices compare to the lowest offer.
The final ranking will be based on the combined technical and financial scores.

The supplier's technical offers will be opened after passing the eligibility criteria and will be evaluated on the basis of **pass/fail** and weighted scoring. The total score is **70 points** and out of which **49 points** is the passing score. The supplier scoring 49 and above will be considered qualified and the financial offer will then be opened for evaluation.

The following are the technical evaluation criteria and assigned maximum score for which the supplier has to provide the required documents to qualify for next step. The detailed technical scoring sheet with detailed criteria and assigned score per criteria with maximum score is provided in **(Annex B – Technical Offer Form).**

No.	Criteria	Sub-criteria	Max Score
1.	Understanding of the Requirement	Any comments or suggestions on the ToR as well as the detailed description of the manner in which the company will respond to the ToR and share their proposals. • A description of your organization's capacity to provide the service [max 2 pages]; 10 points. • A description of your organization's experience in these services [max 2 pages]. 10 points	20
2.	Description of the company and Company's qualifications for Fire services	The bidder should provide a company profile that has detailed description of the company and its activities and specialization. • *Providing details about minimum 03-05 number of similar and completed contracts, 10 points*	20

		• *List of clients with their reference and contact address of (top 3 Clients – except UNHCR). 10 points*	
3.	Human Resource Policy	1. Proof of NSSF compliance for workers and Workers' compensation (insurance) against injury. 05 points 2. Proof of company PSEA policy document. 05 points	10
4.	Financial Capacity	a) Financial statements or audit reports in the country of registration for the last 2 (two) fiscal years duly certified by an accredited accountant or the relevant tax office as per the rules of the country of registration. 05 points b) Average annual turnover ≥ UGX 500,000,000. 05 points	10
5.	Proposed Personnel to carry out the assignment	The bidder should provide the Curriculum Vitae (CV) of Project Manager and/or Supervisors. • *Provision of list of staff, their qualifications and experience for each location.* 10 points	10
TOTAL			**70**

6. Financial Evaluation Criteria:

The Financial offer will use the following percentage distribution: **30%** of the total score. The financial component will be analyzed only for those suppliers that pass the technical evaluation.

In the **Financial proposal** a maximum score of **30 points** can be reached by the lowest proposal submitted.

The maximum number of **30 points** will be allotted to the lowest price offer that is opened and compared among those invited firms. All other price offers will receive points in inverse proportion to the lowest price, e.g.

[Total Price Component] x [US$ lowest] / [US$ other] = points for another supplier's Price Component

The contract will be awarded the most responsive offer i.e., the total technical offer (out of **70 points**) will be combined with the financial score (out of **30 points**), and bidder with the highest combined score will be selected.

7. Payment

UNHCR shall, on the fulfilment of the delivery terms, unless otherwise provided in the Contract or purchase order, make payment by bank transfer within thirty **(30) days** of receipt of the Contractor's invoice for the services and copies of any other documentation specified in the Contract.

Payment against the invoice referred to above will reflect any discount shown under the payment terms agreed among the parties, provided payment is made within the period required by such payment terms. The prices shown in the contract or the purchase order may not be increased except by express written agreement of UNHCR. Documents are to be sent to the address indicated in the contract or purchase order.

The service provider will have to submit to UNHCR on a monthly basis a report which includes the list of detailed services provided during each calendar month before issuing the monthly invoice. The company will be paid only after the total number of guards per location per month has been confirmed with UNHCR.

UNHCR will not make upfront payments to a successful service provider.

The Service Provider shall be required to issue an invoice and attendance sheet by 5th of every coming month of all his staff indicating the gross and net amounts and all legally recognized deductions, and a copy of it is to be submitted to the contract administrator (supply unit), attached with the statutory payments returns certificate, i.e., the National Health Insurance Fund and the National Social Security Fund.

8. Responsibilities of UNHCR

UNHCR will provide necessary equipment and office space to discharge the required Fire safety services by.

a) The scope and requirements for the supply, installation, and maintenance of the equipment through a purchase order. Required standards and compliance with ISO, NFPA and local Fire regulations. Provide the technical specification for fire extinguishers, alarms, signages, and suppression systems. This is to ensure the supplier understands exactly what is required.

b) Provide site access and information to the building layout, previous fire risk assessments, and existing fire systems details. This is to enable installation and maintenance planning.

c) UNHCR will approve designs, material and workplans on equipment specification, systems designs (alarms layout, extinguisher placements), and maintenance schedules.

d) Permission of entry for the service provider staff.

e) UNHCR has 10 working days as holidays, and the service provider staff are not requested to come unless requested by UNHCR in writing and subject to overtime payment to the staff.

f) UNHCR will facilitate access for the Service provider and its staff in all offices concerning each assignment.

g) UNHCR may request the company to withdraw any of its workers from the UNHCR compound without assigning any reason, with 24 hours prior intimation.

h) UNHCR will conduct inspections after installations and periodic audits during maintenance before approval of the equipment and acceptance of the service. This is to confirm that the equipment is functional and compliant.

i) UNHCR will track the performance of the provider using the key performance indicator (response time, maintenance schedules, system uptime, and regularity of the services).

j) UNHCR will facilitate coordination and communication through a designated focal person to ensure communication between the contractor, UNHCR offices and the security of the teams while at the offices.

k) UNHCR should ensure that all documents are filed and safely stored, certificates of compliance, maintenance logs, and inspection reports.

The UNHCR focal points:

The UNHCR focal points in each location are responsible to contact the service provider focal point(s) to discuss the performance of the employees' service provider. Reminding the service provider that his staff will refrain from divulging or using for their advantage or that of a third party any information or documents which come to their knowledge while performing their duties.

9. Site Visits (Necessary but not mandatory).

Site visit is not a mandatory requirement. However, bidders interested in site visit may contact Richard at **0772 701 129**

==========End of Terms of Reference (TOR)==========