

TERMS OF REFERENCE FOR SERVICE CONTRACTING

Assignment: Human Resource Management and Operational Support to Education Facilities in Camps.

Location:

Za'atari Refugee Camp, Mafraq Governorate
Azraq Refugee Camp, Zarqa Governorate
Emirati Jordanian Camp, Zarqa Governorate
King Abdullah Park Camp, Ramtha Governorate

Duration: 1-year renewable additional years one-year i.e. up to three years based on satisfactory performance and availability of funding

Estimate number of working days: Initially for 365 days.

Start date: February 2021.

Reporting to: Field Support Specialist.

1. JUSTIFICATION/BACKGROUND

Located 10 km east of Mafraq in the Governorate of Mafraq, Za'atari camp was established in July 2012 and is home to an estimated 80,000 Syrian refugees, including 45,000 children. The camp is divided into 12 districts and possesses a local vibrant market with over 3000 shops, in addition to key facilities and services such as hospitals, schools and electricity for part of the day. Close to 50 organizations- United Nations agencies, international and national Non-Governmental Organizations as well as private companies- operate in Za'atari camp under the coordination of the Syrian Refugee Affairs Directorate (SRAD) and the UN Refugee Agency (UNHCR).

Azraq camp opened in April 2014 as Za'atari reached its full capacity. Under the Governorate of Zarqa, the site, located 30 kilometres west of Azraq town and 90 kilometres from the Jordan-Syrian border is in hot desert terrain. With a size of 13.5 km², Azraq camp was designed to host at least 55,000 refugees; however, there are currently an estimated 36,000 people, including 20,000 children, living in the four villages of Azraq camp.

The Emirati Jordanian Camp (EJC) also opened in 2014 and has been hosting around 7,000 Syrian refugees, half of whom children, under the management of the Emirati Red Crescent and the Syrian Refugee Affairs Directorate. Located in Ramtha, King Abdullah Park (KAP) has been hosting around 500 refugees, mostly Palestinian refugees from Syria, since the closure of Cyber City Camp.

UNICEF has been working in Syrian refugee camps in Jordan since they were established, providing essential services for children to achieve their full potential and realize their rights. UNICEF has been responsible for coordinating the provision of education services to children in close partnership with the Ministry of Education of the Hashemite Kingdom of Jordan.

As of October 2020, Za'atari counts 13 education complexes spread around the camp, as well as 9 Kindergarten sites. Azraq camp counts 6 education complexes, as well as 5 Kindergarten sites. Emirati Jordanian Camp (EJC) counts one education complex which includes a KG whilst children in King Abdullah Park (KAP) attend public and UNRWA schools in Ramtha city.

In all these facilities, in coordination with the Ministry of Education and its Directorates, UNICEF has been providing comprehensive operational support, for which UNICEF is now seeking the services of a qualified contractor.

2. OBJECTIVE AND TARGETS

The purpose of the assignment is to provide human resource and operational support to 22 education facilities in Za'atari Camp, 11 education facilities in Azraq Camp, and 1 education facility in Emirati Jordanian Camp through management of Syrian refugee staff and facility management, in addition to transportation support to children as per the details below:

The services to be rendered by the contractor are detailed in section 3 but essentially fall in the following categories:

- Recruitment of Syrian refugee staff for all education facilities in Za'atari, Azraq, KAP and EJC in line with programmatic and operational requirements provided by UNICEF and in compliance with the camps Standard Operating Procedures (SOPs).
- Management of Human Resources in Za'atari, Azraq, KAP and EJC, including provision of a standardized induction package developed in coordination with UNICEF, management of HR files, performance management and other HR requirements such as leave and attendance management.
- Financial management including monthly salary payments in line with the camp SOPs and as per the modalities detailed on page 4, issuance of payslips, management of petty cash and other eligible camp-level expenses.
- Facility management including maintenance, cleaning, security, warehousing, supply and logistics in Za'atari, Azraq, KAP and EJC camp facilities;
- Transportation, including transporting children to and from public and UNRWA schools in KAP, transportation to examination centres for all eligible students for Tawjihi exams, and transportation of vulnerable children to and from schools and KGs within Azraq Camp, with adequate safety and protection measures in place.

3. SCOPE OF THE WORK (WORK ASSIGNMENT)

The contractor is expected to perform the following activities:

- A. Recruitment of Syrian refugee staff for education facilities (Za'atari, Azraq, KAP and EJC)
 - The contractor will maintain and regularly update a roster of refugee candidates for all available Incentive-Based Volunteer (IBV) positions in both Za'atari and Azraq camps and will work in coordination with designated stakeholders in KAP and EJC.
 - The contractor will advertise for positions following the camp SOPs' advertisement rules.
 - The contractor will organise transparent recruitment processes, in line with camps SOPs. and based on needs, criteria and requirements shared by UNICEF.
 - All logistics arrangements during the hiring process will be managed by the contractor as per the contractor's policy.
 - The contractor will issue letters of appointments to the appointed employees on their company letter heads.

A breakdown of positions, number of positions per facility, corresponding skill level and rotation period can be found in Annex 2.

The hourly rates may change based on regular revisions of the camp SOPs, and the list, working hours and/or number of staff may be reviewed and updated by UNICEF based on programmatic needs.

B. HR Management (Za'atari, Azraq, KAP and EJC):

- In coordination with UNICEF, the contractor will deliver a standardized induction package containing, but not limited to, the UN Code of Conduct, Prevention of Sexual Exploitation and Abuse (PSEA), Child Safeguarding, Health and Safety and Feedback and Complaint mechanism.
- If not available, the contractor will be responsible for developing and regularly updating a comprehensive HR policy for Syrian refugee staff in line with camp SOPs and in agreement with UNICEF.
- The contractor will be responsible for supporting performance management – in coordination with designated UNICEF staff and school personnel- of the recruited employees as per the company's policies.
- The contractor will be responsible for tracking and monitoring attendance of Syrian staff in all facilities through time sheets and regular spot checks.
- The contractor will be responsible for rolling out an effective and safe Feedback and Complaint mechanism, building on camp best practices, in coordination with UNICEF.
- The contractor shall immediately report any PSEA issues grave misconduct or violation of the code of conduct by its Syrian staff to UNICEF, and act upon guidance received from UNICEF.
- UNICEF reserves the right to direct the contractor to discontinue the contracts of the refugee staff based on programmatic needs, violation of contract rules, or performance issues.

C. Insurances – Medical, Death and Disability:

- The contractor is required to provide and facilitate personal accident insurance to cover for death and disability to the Syrian staff, beyond the camp coverage provided by UNHCR as detailed in the camp SOPs. Insurance costs should be fully included in the financial proposal submitted by the contractor.
- The contractor will be responsible for facilitating the management of the insurance claims from initiation to final claim payment beyond the coverage provided by UNHCR as detailed in the camp SOPs.
- The contractor will also orient the refugee staff on the insurance policy and claim procedures.

D. HR Database:

- Using a specialized HR software, the contractor will maintain an updated database of all its Syrian staff which will include the duration of contracts, start and end dates, position, skill level, designated site, rate per hour, leave records, insurance details, training records and performance management.
- The contractor will share relevant parts of the database monthly with UNHCR through UNICEF in line with the reporting requirements highlighted in the camp SOPs.

E. Leave entitlements and maintenance of leave records:

The contractor is responsible for managing leave and attendance, which should include the following basic entitlements, and reflect these in all letters of appointments:

- Working hours will be in line with camp SOPs and working days determined in accordance with UNICEF based on programmatic and operational needs. The contractor will maintain daily records of attendance at all sites; and compile the

information on a monthly basis to issue payments in line with hourly rates specified in the camp SOPs.

- Casual/Sick leave: skilled and highly skilled staff will be entitled to 3 paid days casual/sick leave per semester or the pro-rata amount. Casual/Sick leave may not be carried forward. There will not be any provision for cashing the unused leave during or at the closure of the contract.
- Maternity leave should be provided to women in line with the camp SOPs and in agreement with UNICEF.
- Summer and winter school holidays are not compensated for unless the position is continuous, e.g. guards, senior supervisors, etc.
- Leave without pay: any additional absence other than prescribed above for whatsoever reason shall be treated as leave without pay and shall be adjusted in the monthly remuneration.

F. Financial Management

- The contractor will maintain a separate bank account for the project. The contractor is responsible for ensuring checks and balances and should have two bank signatures at all times.
- The contractor will maintain the account under this contract based on generally accepted accounting principles, in computerized standard accounting software.
- The contractor will maintain proper records and documentation of funds received and disbursed under this contract.
- The contractor should produce all records to UNICEF as and when requested, and UNICEF reserves the right to conduct periodic spot checks.
- The contractor will ensure that the bank reconciliation of the project account is done every month and a copy of the same should be shared with UNICEF Amman.

G. Detailed modality regarding the payment of incentive to Syrian staff:

Scenario I – Cash payment of incentives as per camp SOPs (First six-month of the contract):

- The contractor will make salary payments to the Syrian staff within the first two weeks of the following month. The contractor will be responsible for ensuring the safety of cash transfers to and from the camps, and for facilitating the distribution of cash payments on a monthly basis at designated locations within the camps as per the camp SOPs. UNICEF will not be held liable for any losses incurred by the contractor.
- The contractor will ensure that payment slips are issued to its Syrian staff for all the payments made and a copy of it maintained in the contractor's records. In line with the camp SOPs, the contractor will also be responsible for uploading all payment information to UNHCR's Refugee Assistance Information System.
- The contractor will maintain an up-to-date overview and checklist of all payments made for claims received and paid to its Syrian staff.

Scenario II – Transition to mobile money payments (Second six-month of the contract):

After the first six months, UNICEF expects to have implemented a full transition to payment of incentives through mobile money. UNICEF will be managing the payment of incentive through a direct agreement with a mobile money operator. The operational contractor will remain fully responsible for managing the human resources and providing UNICEF with detailed information on the transfer of incentives for coordination with the mobile money operator.

- The contractor will continue providing full human resource management for the Syrian staff in the camps.

- The contractor will continue the preparation of salary amount and pay slips to be provided to UNICEF.
- The contractor will maintain an up to date overview and checklist of all payments made for reimbursement claims received and paid to its Syrian staff.
- The contractor needs to reconcile the proof of e-payments provided by UNICEF with the incentive projections.

Deduction of excess or wrong payment:

- Any excess or wrong payments made by the contractor and billed to UNICEF will be recovered from the contractor. The recovery will be done by deducting the amount paid in excess/wrongly from the contractor's monthly invoices against this contract.

H. Field Verification Vouchers/Bills:

- The contractor will ensure that vouchers submitted by its field staff are correct, verified by the contractor's finance department and reflected into the system accurately. The contractor must report any possible misappropriation of funds immediately to UNICEF.
- The contractor must share the SOPs of use of petty cash with UNICEF. UNICEF could also request to visit the contractor's office to verify the financial reporting and accounting system linked to petty cash management.
- For reimbursement of all other expenditures, the contractor will check and verify the claims, bills, vouchers submitted by their Syrian staff. The contractor will authenticate the reimbursable to its Syrian staff. All reimbursement to its Syrian staff should be processed within 2 weeks of its receipt by the contractor. The contractor will prepare a consolidated statement of expenditure of reimbursable per camp on a monthly basis.
- It will be the responsibility of the contractor to check the authenticity of the bills and vouchers submitted for payment.

I. Facility management: Maintenance, Cleaning, Security, Logistics and Supplies (Za'atari and Azraq)

Maintenance and Safety:

- The contractor will be responsible for ensuring that education facilities (prefabricated units, playgrounds, sports facilities, WASH units, warehouses, etc.) are always safe and maintained in good conditions. The work shall include but not be limited to, painting works, flooring PVC and wood, welding work, light fabrication works (ramps, water stands, doors, windows, stairs...etc.), fencing works (fence, ground beams...etc), water and wastewater pipe connections works, replacing fittings and spare parts in WASH units, cast in place concrete works, apply and supply basecourse and gravel, replacing sandwich panels, light electrical works (light fixation for electrical fittings, handling some internal electrical connections...etc).
- The contractor will provide a weekly maintenance report including tasks achieved, material used, and manpower used in addition to next week plan for review and approval by UNICEF.
- The contractor will be responsible, within available resources, to facilitate access to the facilities for children with disabilities.
- The contractor will ensure that the plumbing system is in working order at all times and will alert UNICEF of any issue that goes beyond the scope of this contract.
- The maintenance of education facilities will include maintenance of WASH facilities, e.g. repair or replacement of broken taps, fittings and pipe connections in toilet and handwashing stations, and toilets maintenance. However, it will not include water supply and desludging, which will be done by the WASH sector.

- The contractor will be responsible for implementing preventative maintenance programs as needs.
- The contractor will be responsible for ordering materials needed for maintaining education facilities in good condition as per the Education Field Engineer specifications and quality requested.
- The contractor will be responsible for conducting engineering assessments for any needed study, this include construction cost, planning and risk analysis.
- The contractor will be responsible for complying with all health and safety camp regulations.
- The contractor will be responsible for ensuring safety of all maintenance IBVs in line with international safety standards.
- The contractor will be responsible for any other duties assigned by the UNICEF Education Field Engineer and so as the nature of works.
- In line with safety standards shared by UNICEF, the contractor will be responsible for ensuring that fire extinguishers and first aid kits are maintained and replenished regularly.
- The contractor will be responsible for reporting any substantial maintenance work that goes beyond the scope of this contract to UNICEF in a timely manner.

Cleaning and Disinfection

- The contractor will be responsible for ensuring that the structures and compounds of the facilities are clean at all times and disinfected based on needs, and that solid waste is disposed of in coordination with the WASH sector.
- The contractor is also responsible for ensuring that water storage units in schools are maintained, clean and safe at all times.
- The contractor in coordination with UNICEF will need to develop and agreement with an accredited water quality testing institution to randomly and regularly test the water quality an ensure its safety.
- Given the risk created by COVID-19 and other possible public health threats, the contractor will abide by all public health and safety protocols and develop monitoring mechanisms.

Logistics and Supplies:

- The contractor will be responsible for supplying furniture and replacing furniture based on lists shared by UNICEF or requests for replacement approved by UNICEF.
- The contractor will be responsible for supplying the schools and KGs with equipment in line with the list provided or requests submitted by UNICEF.
- The contractor will be responsible for supplying and providing the schools and KGs with consumables required for the day-to-day running of the facilities, in particular hygiene materials for WASH units and cleaning products for all facilities, in line with standards agreed in coordination with UNICEF.
- The contractor will be responsible for maintaining and sharing an updated stock inventory for assets under the contractor's custodianship, as well as to support the MOE custodians with their inventory where needed and database of school assets.
- In Azraq, the contractor will be responsible for supplying gas cylinders to run gas heaters in February and March 2020 (depending on weather conditions), as per requirements.
- The contractor must provide a detailed comparison price list from three different suppliers along with a copy of the original offers from the selected supplier for any procurement requested by UNICEF. This in includes the regular maintenance, cleaning and safety items.
- The contractor will be responsible for implementing needed measures to guarantee the safety and security of the materials in the store.

- The contractor will be responsible for providing the ability to rapidly deliver materials as requested.
- The contractor will be responsible for managing the warehouses in both camps as well as maintaining an updated inventory of which the summary should be shared with UNICEF on a weekly basis.

J. Security

- In Za'atari Camp, the contractor will be responsible for ensuring 24/7 security in all facilities through the hiring of security site supervisors and guards as per detailed criteria mentioned under section I Recruitment of Syrian refugee staff. The contractor will provide orientation to all security staff, monitor and maintain a system of incident reporting in coordination with UNICEF's camp security team.
- In Azraq, UNICEF is responsible for security services through the hiring of private security company.

K. Transportation

- The contractor will be responsible for supporting transportation services to children as per the requirements in Annex II. The contractor will be responsible for ensuring that transportation adheres to safety and child protection standards shared by UNICEF and that drivers and escorts receive adequate level of training and monitoring.

Noting that the number of passengers and the number of buses needed mentioned in the operational requirements are subject to change.

L. In-kind donations

In the event where UNICEF arranges in-kind donations for education facilities, the contractor shall be responsible for:

- Signing a letter of agreement with the donor, according to the template provided by UNICEF;
- Arranging transportation and delivery of the donations to the camps if not covered by the donor;
- Receiving the donation and providing a full list of items received with quantities and description to UNICEF;
- Adding the items to the inventory list;
- Distributing the goods to the centers in the camps;
- Providing an acknowledgment letter to the donor after receiving the goods or services.

4. EXPECTED DELIVERABLES

1. Detailed HR database on a computerized system of all its Syrian staff which will include the duration of contracts, start and end dates, position, skill level, designated site, rate per hour, leave records, insurance details and performance management (one for each camp);
2. Detailed transportation Standard Operating Procedures;
3. Monthly report on complaints received from the complaint boxes;
4. Weekly maintenance report includes tasks achieved, material used, and manpower used in addition to next week plan.
5. Weekly inventory reports.
6. Monthly reports on:
 - a. Detailed financial report

- b. Bank reconciliation of the project account
- c. Monthly HR data base
- d. Narrative report on progress in implementation (based on template agreed with UNICEF)
- e. Stock/inventory report and school asset database
- f. Payroll list

UNICEF reserves the right to audit any contract, report, financial account and any other documents/ management information systems pertaining to the contractor during or after the contract validity. UNICEF will undertake periodic spot checks of the company financial statements for quality checks. Additionally, as stated in UNICEF General terms and conditions article 3.9, Each of the invoices paid by UNICEF may be subject to a post-payment audit by UNICEF's external and internal auditors or by other authorized agents of UNICEF, at any time during the term of the Contract and for three (3) years after the Contract terminates. UNICEF will be entitled to a refund from the Contractor of amounts such audit or audits determine were not in accordance with the Contract regardless of the reasons for such payments (including but not limited to the actions or inactions of UNICEF staff and other personnel).

5. REALISTIC DELIVERY DATES AND DETAILS ON HOW THE WORK MUST BE DELIVERED

Please refer to Annex 3

Payment terms

Payment is contingent on approval by the contract manager and will be made as indicated in the above payment plan.

No Advance payment to be made. Payments will be made against each milestones/deliverable and only upon UNICEF's acceptance of the work performed. The terms of payment are Net 30 days, after receipt of invoice and acceptance of work. Payment will be affected by bank transfer in the currency of billing.

6. OFFICIAL TRAVEL INVOLVED

Not applicable

7. DESIRED QUALIFICATIONS, SPECIALIZED KNOWLEDGE OR EXPERIENCE

This assignment /operation is planned to be conducted by a registered, well-established and highly qualified, experienced institution/company, which has experience in Human resource and project management. The entity should demonstrate expertise in Operation management and should be qualified in Human resource management

Additionally, the bidder should have established credibility in the following areas:

- Demonstrated capacity and experience in handling recruitments, human resources management and financial management at scale;
 - Programme management for large scale development programmes;
 - Capacity to handle disbursement of large sums of cash with experience of field level monitoring and investigations.
 - Demonstrated experience in maintenance, logistics, warehousing and facilities management.
- The contractor should have a well-structured organogram, incorporating all functional areas to handle the day-to-day operational requirements, whose minimum qualifications should be university graduates and fluent in English and Arabic.

- The contractor is requested to provide the organogram to UNICEF for consultation and review and to inform UNICEF of the progress of recruitment or of staff changes in a timely manner.
- The contractor should have qualified and enough engineering and logistic staff to ensure a full capability to handle the maintenance and logistics tasks in all camps.
- At any given time, if UNICEF finds that the number of staff, their competency or performance levels are not in line with the agreed terms and conditions, UNICEF reserves the right to request for an immediate change of the concerned staff. Failure to comply may lead to the contractor's contract being terminated without prior notice.

Qualifications of the Project Manager are identified under these Terms of Reference.

Project Manager:

- Advanced degree in HR management, business administration, engineering or project management;
- A minimum of five years progressive professional experience in the related fields;
- Track record of large-scale management of Human Resources;
- Demonstrated skills in communication (Arabic and English), oral and writing (especially reporting);
- Knowledge of the development sector.

8. CONTRACT MANAGEMENT

The contractor (service provider) will regularly report to Field Support Specialist. The Field Coordination Section at UNICEF Jordan Country office will be responsible for managing the contract. Overall supervision of the contract will fall on Jessica Chaix, Field Support Specialist

9. PERFORMANCE INDICATORS FOR EVALUATION OF RESULTS

Overall performance of the contractor will be evaluated against the following criteria:

- Client orientation
- Timeliness
- Flexibility in adapting to changing conditions in camps
- Attention to detail and thoroughness in completing actions requested by UNICEF
- Sensitivity in addressing HR issues with Syrian refugees

10. FREQUENCY OF PERFORMANCE REVIEWS

Six-Monthly, based on the monthly reporting, weekly coordination meetings, field monitoring and spot checks.

11. CALL FOR PROPOSALS

A two-stage procedure shall be utilized in assessing the proposals, with assessment of the technical proposal being completed prior to any price proposal being compared. Applications shall therefore contain the following required documentation:

Technical proposal

Applicants shall prepare a proposal as an overall response to TOR ensuring that the purpose, objectives, and deliverables of the assignments are addressed. All proposals to include (but not limited to):

- Based on the proposed timetable laid down in the TOR, a proposal of the detailed methodology, tentative work plan and time schedule is required.
- Updated profiles/ CVs of the management team.
- Quality assurance mechanisms, compliance with Government regulations and risk mitigation measures put in place.
- Example of similar projects done by the contractor.
- At least two references from a previous similar project.

In addition, the bidders should consider the following in the submission:

- A. The financial statements of last two years.
- B. A copy of Company's/enterprise certificate of legal registration.
- C. Company's UN Global Marketplace (UNGM) registration number.
The company is requested to register for, at the very least, Basic and Level 1 stages.
For registration and instructions on how to, kindly refer to the UNGM site:
<https://www.ungm.org/>

Financial proposal for the project implementation

A financial proposal with a breakdown of all costs that are to be charged to UNICEF and based on the operational requirements (see attached annexes).

The Financial Proposal shall be submitted in a separate file, clearly named Financial Proposal.

No financial information should be contained in the Technical Proposal.

12. UNICEF RECOURSE IN CASE OF UNSATISFACTORY PERFORMANCE

UNICEF reserves the right to withhold payment and consolidated output until the contractor provide satisfactory quality output as reviewed by the project manager / supervisor. In case of unsatisfactory performance, the payment will be withheld until quality deliverables are submitted. If the contractor is unable to complete the assignment on agreed time frame and acceptable quality, liquidated damages could be claimed and subsequently, the contract could be terminated in accordance with the General terms and conditions stated in the tender document.

13. 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.

14. REQUEST FOR PROPOSAL EVALUATION AND WEIGHTING CRITERIA
Please refer to the Contractual Provisions part of the RFP document.

15. CONDITIONS

- The contractor will work on its own computer(s) and use its own office resources and materials in the execution of this assignment. **The contractor's fee shall be inclusive of all logistical and office administrative costs**
- The selection process for the consultancy firm will strictly follow UNICEF's internal procurement process and procedures.