

STATEMENT OF WORK

Supply and Installation of School Furniture

Brief

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 kilometers west of Azraq town and 90 kilometers 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 38,000 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 April 2021, 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. In all these facilities, in coordination with the Ministry of Education and its Directorates, UNICEF has been providing comprehensive operational support, including maintenance and construction and rehabilitation of facilities to keep up with the educational needs of children.

Upon request, UNICEF also provides support to the Ministry of Education and other Government partners in the refugee camps and in other locations where vulnerable populations reside, which may require the supply and installation of school furniture to meet the demand of increasing number of students, enhance the learning environment and promote the learning and educational objectives.

Objective and Targets:

The objective of request of proposals (RFP) is to develop a Long-Term Agreement (LTA) with (a) local vendor (s) to support UNICEF programs in Jordan in the Supply and Installation of School Furniture mainly in Syrian Refugee Camps (Za'atari, Azraq and EJC) and in other locations across the country. Therefore, UNICE Jordan Country Office (JCO) is inviting companies who are interested and that through the attached annexes establishing their capacities to undertake such works.

Scope of works – Specific tasks:

As a result of this RFP process, UNICEF will award the winning proposal and shall sign a Long-Term Agreement (LTA) with one or more vendors to cover the full range of services required.

The LTA's scope of work includes, but is not limited to, the following:

- Mobilization activities (safety measures, updating time schedule, permits to be prepared by the vendor and send them to UNICEF to submit and grant them for machineries, equipment, staff and materials).
- Provision of original certificates for materials and equipment to be used in the work, and submission of samples for approval by UNICEF.
- Supply and installation **school furniture** as per the technical sheets.
- Work Handover.

The bidders should carefully review this SOW document and Annexes C & D. The Scope of Work shall be completed in accordance with the technical Specification (Annex C), General and Special Conditions of the LTA. All as directed by UNICEF's Engineers. The vendor(s) shall coordinate with UNICEF on all the required activities and works.

The selected vendor will conduct the installation of the said scope of work by considering, but not limited to, the following:

- Mobilization of all equipment, materials and man powers required to complete the Works.
- All necessary temporary works required to provide access to the site, secure storage of materials and to facilitate works in a safe manner.
- All necessary safety signs.
- The mentioned scope of work must be done with respect to the norm sequence of activities and needed intersections with reference to specifications to complete the works with the required quality.
- Coordinate all works with UNICEF, to realize high quality of implemented works and prevent any interruption in UNICEF's activities inside the work area.
- The vendor (s) shall fully comply with all applicable notification, safety and work rules when working on or near the UNICEF facilities.
- Repair any damage of any service at full satisfaction of relevant Service Authorities.
- Comply with UNICEF's Prevention of Sexual Exploitation and Child Safeguarding Standard, and comply with all relevant Government regulations, including related to COVID-19.

The Scope of Works shall also be deemed to include anything that is not listed here but may reasonably be inferred to be necessary for the completion of the Works.

Expected Deliverables:

Expected deliverables are:

- Classroom furniture
- Admin\office furniture
- Learning materials
- Computer lab furniture
- Library furniture

The required plans, required reports, documents submittal, testing and commissioning will be included in a separate future Corporate contract.

Long terms agreements (LTAs)

- a. Long Term Agreement are contractual instruments whereby a supplier agrees to fix prices for a defined period for goods and services that are required by UNICEF on a recurring basis. This process has been designed to avoid repetitive competitive procurement process which would reduce the lead-time for delivery of the required services/works.
- b. Notwithstanding any agreed discounts, prices offered by bidders, shall constitute maximum ceiling prices and shall remain fixed for a 24-month period from the commencement of the LTA.
- c. The bidders shall price all scope of work mentioned in Annex (C), the LTA is single, and it will not be divided into lots or multiple LTAs.
- d. The resulted LTA awarded to the winning bidder (s) resulting from this tender shall be valid for an initial period of about 24 months and may be extended for an additional 12 months subject to the supplier's satisfactory performance and competitiveness of prices.
- e. The LTA shall carry no commitment, expressed or implied, of any minimum off-take, and will not accord any exclusivity to the Supplier with respect to the items therein. The LTA may be discontinued at any time by UNICEF without prior notice.
- f. From time to time during the term of an LTA, based on the need and requirements, UNICEF JCO may issue Corporate Contracts to the LTA holder (s) and, with reference to the LTA, setting out the requirements and other

instructions for the delivery of the services/works. It has to be noted that it is the contracts issued under the LTA and not the LTA itself that constitutes a legally binding contract.

- g. The LTA holder (s) agree to provide the work to UNICEF pursuant to the Corporate Contracts received during the term of the LTA, which shall conform to the description of the scope of work and the prices specified in the LTA.

Supervision:

The vendor (s) during the term of the LTA and under each Future Corporate Contract will be supervised by UNICEF's In-House Designated Engineers. All work under any Corporate Contract shall be supervised and monitored by **The Designated Engineer**. UNICEF shall engage a third party inspection company to carry out pre-delivery inspection at the vendor's premises and delivery shall only be made up on clearance.

Quality Assurance:

The vendor (s) shall take the required tests for quality assurance and provide samples when needed, according to UNICEF's supervision.

NON-CONFORMING PRODUCTS

Non-conforming products will be rejected. Defects or poor workmanship or inferior quality or any deviation for the design and requirements shall be corrected by the vendor (s), within 5 workdays of the rejection notice. If these cannot be corrected within 5 workdays, the vendor (s) will immediately notify the UNICEF Engineers or field representative of the reason for the delay in writing and provide a proposed corrective action plan within estimated workdays. **Failure to do so, the future corporate contract will be liable to penalties.**

Delivery:

Delivery date and project duration will be indicated and specified in each Future Corporate Contract. However, bidders are expected to highlight estimated delivery dates for each category on the BOQ. Delivery incoterms shall be 'Delivered at Place' (DAP) specified site. UNICEF shall engage a third-party inspection company to carry out pre-delivery inspection at the vendor's premises and delivery shall only be made up on clearance.

Payment term:

Payments shall be done as per actual work done certified by UNICEF field representative and UNICEF designated engineers. Payment schedule will be Subjected to future Corporate Contracts.

Payment conditions

The payment in each Corporate Contract will be made after examining completed work, ensuring that the work was completed in compliance with the future corporate contract, agreed BOQ, agreed technical specifications and satisfying approved quality control plan. The payment will also made according to the payment schedule and unit prices as stated in the BOQ.

Eligibility and Qualification:

The Potential Bidder shall provide all the information and documentation requested in this section with its Proposal. Failure to submit the information below will disqualify the Potential Bidder.

Documents to be submitted in the Technical Proposal:

- Proof of registration/membership with applicable governing bodies for a minimum of five years in the market.
- Evidence of performing 3 similar works in the last five years where it has provided similar furniture and services.
- Fully completed the bid submission forms.
- Errors in the Proposals:

- Bidders are expected to examine all instructions and documentation of the RFP. Failure to do so will be at Bidders' own risk. In case of errors in the extension price, the unit price shall govern.

- In the event of any discrepancy between the copies of the Proposals, the original shall govern. The original and each copy of the Technical and Financial Proposal shall be prepared in indelible ink and shall be signed by the authorized Vendor's representative.

- The Proposal shall contain no interlineations or overwriting except as necessary to correct errors made by the Bidders themselves. Any such correction shall be initialled by the person or persons signing the Proposal.

Call for Proposals

A two-stages 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:

A. Technical proposal:

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

1. Qualification and Experience
 - 1.1. Organization Chart and Management team qualifications and CVs for the proposed project team.
 - 1.2. Number of years of experience and project value in providing similar services
2. Financial and Economic Standing
 - 2.1. Submit the audited balance sheet pages profit and loss accounts for the Annual Turnover for the last three years
 - 2.2. Tax clearance certificate/tax registration number
3. Ability to Provide and Perform the Required Services
 - 3.1 Project Methodology and Master Workplan
 - 3.2 Quality of Logistic teams, trucks and equipment in delivery and installation
4. Health and Safety & Quality Control
 - 4.1 Health & Safety Management Plan
 - 4.2 Quality Standards System

B. Financial Offer

- A financial offer should be submitted according to annex-C with a breakdown of all costs that are to be charged to UNICEF

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

- No financial information should be contained in the Technical Proposal.

Evaluation process and Method:

Submitted proposals will be assessed using Cumulative Analysis Method. All request for proposal will be weighed according to the technical (70 points) and financial considerations (30 points). Financial proposals will be opened only for those application that attained 70% (49 out of 70) or above on the technical part

Following closure of the RFP, Technical Proposals will be evaluated by the evaluation team. The evaluation will be restricted to the contents of the Technical Proposals and the reference checks.

- UNICEF will then evaluate the technical merits of each Technical Proposal using the rating system **Annex D- Evaluation Criteria**.

- A maximum of 70 points will be assigned to the Technical Proposals. Technical Proposals receiving 49 points (70%) or higher will be considered technically responsive. Non-technically compliant and non-responsive Proposals will not be given further consideration.
- UNICEF will evaluate the Financial Proposals of those RFPs the bids that pass the technical evaluation attained 70% (49 out of 70) or higher..
- The recommendation for the award of each lot will be based on lowest cost technically compliant that passed the minimum passing score(49).

Evaluation Criteria

Reference to Annex D – Evaluation Criteria

Exclusion: Although requested to proposal, a Bidder may be excluded if, to UNICEF’s knowledge at the time of the award decision the Bidder fails to comply with any of the eligibility criteria established as part of this solicitation exercise.

UNICEF Recourse in case of Unsatisfactory Performance:

UNICEF reserves the right to withhold payment and consolidated output until the vendor 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 and subsequently, the contract will be terminated in accordance with the General terms and conditions stated in the tender document if the vendor fails to deliver.

CONDITIONS

- Selected vendor (s) shall refer to UNICEF’s General Terms and Conditions and the Model of the LTAs Contract
- The vendor (s) shall be responsible and accountable to ensure that the behaviour of its employees (including truck drivers, sub-vendors etc) on site will be at all times is in line with Jordanian laws and agreed rules and regulations for working in refugee camps and are in full compliance with UNICEF code of conduct.
- UNICEF supports the achievement of Sustainable Development Goals, Target 8.7, which provides that States take “immediate and effective measures to ... secure the prohibition and elimination of the worst forms of child labour, including recruitment and use of child soldiers, and by 2025 end child labour in all its forms”. The vendor shall acknowledge it will not hire children under the age of 18 and that it will prohibit its affiliates hired for the performance of obligations under this contract from hiring children under the age of 18.
- The vendor shall acknowledge there will be no discrimination in hiring, compensation, access to training, promotion, termination or retirement based on race, caste, national origin, religion, age, disability, gender, marital status, sexual orientation, union membership or political affiliation.
- UNICEF reserve the right to approve or reject the sub-contracts entered between the lead vendor and any such sub- vendors.
- Any conflict of interest or potential conflict of interest must be fully disclosed in writing to UNICEF as soon as such conflict or potential conflict of interest becomes apparent. In the event of discovering any conflict or potential conflict of interest, UNICEF shall in its absolute discretion, decide on the appropriate course of action.
- UNICEF will then investigate the circumstances to see if this multiple participation could result in a distortion of competition. Where it is felt that competition may be distorted, the Bidder (or group of Bidders) will be informed of this and instructed that if it still wishes to participate in the competition they must go forward on only the number of bidding teams considered appropriate by UNICEF.