

TERMS OF REFERENCE
ESTABLISHMENT OF A FRAME AGREEMENT FOR THE PROVISION OF PERSONNEL RECRUITMENT AND PAYROLL MANAGEMENT SERVICES TO UNHCR ROMANIA.
1. BACKGROUND AND DESCRIPTION OF UNHCR’S REQUIREMENT

Since the start of the military conflict in Ukraine on 24 February 2022, Romania has seen a massive influx of refugees coming both directly and through neighbouring countries. The main entry points to Romania are via two operational border points (Siret and Sighet) along the northern border of Romania with Ukraine, as well as through a checkpoint on Romania’s south-eastern border segment close to the Black Sea (Isaccea), where access to territory is only possible by ferry. In addition, refugees have increasingly been arriving from the Republic of Moldova via both road and railroad transportation; over five border points have been in use along the Moldovan border.

The UNHCR’s Response Strategy in Romania is meant to, first and foremost, support the Government of Romania in its response to the situation in Ukraine, aiming in complementing and strengthening the already existing capacity of the host government and local actors, as well as support and sustain their efforts on a medium-to-longer term.

In these regards, UNHCR launches Request for Proposal to establish frame agreement for the provision of recruitment and payroll services for Interpreters.

2. JOB PROFILES, ANTICIPATED NUMBER OF PERSONNEL AND SCOPE OF SERVICES
2.1. PROFILES AND ANTICIPATED NUMBER OF PERSONNEL

Job title	Estimated number of Personnel to be recruited	Monthly gross salary (ROM)	Duration of Contract	Duty Station
Team Lead	15		6 months extendable Full time	Across Romania
Clerk	40		6 months extendable Full time	Across Romania
Data entry Clerk	130		6 months extendable Full time	Across Romania
Translators	50		6 months extendable Full time	Across Romania
Social Workers	15		6 months extendable Full time	Across Romania

The job descriptions, necessary qualifications and other requirements for the positions referred to above are included at the bottom of this document.

The indicated salaries are net take home pay of the personnel No additional entitlement like food, travel and private health insurance requirements are envisaged in the pay package, except overtime work entitlements.

Certain number of personnel may be required to travel on missions occasionally in other cities of the country. The service provider is expected to cover travel expenses, in addition to per diem payment. Any travel required will be subject to UN travel rules and on reimbursement basis. All travel arrangement should be done in line with UNHCR Travel Policy and must be pre-approved by UNHCR's contract / project manager.

The job titles and information stated above are provided to potential bidders as indicative requirement. It does not represent a commitment from UNHCR's part for the recruitment of a minimum number of personnel. Numbers may vary and will depend on the actual requirements and funds available. UNHCR has the right to request from the Contractor additional number of personnel to be recruited and/or deployment of personnel to other cities, location, and/or reduction of personnel as project requirement's dictate.

2.2. SCOPE OF SERVICE

The objective of this tender is to solicit the services of a recruitment agency to recruit (when required) and/or manage the payroll of already recruited personnel by UNHCR or its partner agencies, line Ministries serving as the legal employer for their contracts.

The recruitment agency will be the legal employer and contractor of personnel, manage employment procedures of the workforce, including but not limited to payroll processing, social security, taxes, financial and other entitlements, as well as initial employment and termination within the framework of the respective regulations of Romania if required. It should be noted that the work plan is subject to change/modifications as per the needs of UNHCR and partner entities.

Each of the Personnel is expected to fulfil the job requirements (TOR, qualifications, and skills) which will be submitted by UNHCR or its partner entity prior to the actual needs of advertisement for recruiting in case of recruitment and payroll management service

For the payroll management service only, it will be acknowledged that the personnel are already recruited, and the day-to-day management of the personnel will be out by receiving entity. The service provider shall be responsible only for the payment of the salaries and entitlements.

Timeliness is essential for the recruitment. Therefore, the Contractor shall strictly adhere to the proposed time schedule.

The Contractor shall:

- 2.2.1. **Comply with Romanian Labour Law:** all rules and regulations governing employment and that the contracts to be signed by the recruited personnel shall be in lines with the Romanian Labour Law.
- 2.2.2. **Collaborate with UNHCR's counterparts and UNHCR** to understand and clarify expected numbers, locations, qualifications, skills and experience of the personnel needed as well as the objective of the project supported, expected work plan and roll out calendar, and other details necessary to understand the scope of the work,
- 2.2.3. Prepare vacancy announcements and advertise vacancies in a transparent and non-discriminative manner and ensure gender balance between the recruited personnel making efforts to enhance the recruitment of women.
- 2.2.4. Conduct intensive and high-quality candidate search by qualified personnel with the required language skills and experiences using a variety of appropriate resources in line with required qualifications,
- 2.2.5. Keep records of all applications,
- 2.2.6. Review and screen all applications including verification of credentials (including reference checks), accomplishments, qualification, language skills and recommendations,

- 2.2.7. Conduct functional tests and/or panel interviews on long-listed candidates and prioritize them for the short-list for the review of UNHCR and or its partner entity. The Contractor shall acknowledge that UNHCR / partner may attend some or all of the interviews as part of the quality control without any prior notice,
- 2.2.8. Provide consultation services for each recommended candidate and present summary of findings of only short-listed candidates together with Curriculum Vitae (CV) with relevant experience, qualifications, and suitability to corresponding open positions. The Contractor shall note that the final decision on selection of the Project Personnel before entering the employment contract will be made by UNHCR.
- 2.2.9. Communicate as necessary with candidates keeping them informed of the progress of their applications,
- 2.2.10. Correspond with the selected candidates regarding terms and conditions of the employment and send regret letters to unsuccessful short-listed candidates who are not selected as Project Personnel,
- 2.2.11. Provide contracting services including provision of payroll services adherent to Local Labour Law and Work Regulations of Romania,
- 2.2.12. Ensure that each candidate will be required to sign and comply with the UNHCR Code of Conduct and the oath of confidentiality which shall be shared with UNHCR.
- 2.2.13. Ensure on-going communication and day-to-day support over the Project Personnel. Furthermore, the Contractor shall acknowledge that UNHCR's counterparts will exercise overall direction and day-to-day supervision of the Project Personnel, including certifying their attendance record sheets and evaluate their performance against the tasks assigned to,
- 2.2.14. Be liable for all acts and omissions (whether or not negligent or otherwise actionable) of the Project Personnel,
- 2.2.15. Promptly notify UNHCR and its partners, in case of any concerns about the Project Personnel's performance, conduct and all absence,
- 2.2.16. Be responsible for management of the Project Personnel including mobilization to replace temporarily and/or permanently absent Personnel with an equally qualified and experienced substitute for the period of vacation, illness, maternity or similar leave of the Project Personnel,
- 2.2.17. Maintain a pool of trained personnel, who may be on standby to be deployed as replacement in case of a dismissal or resignation,
- 2.2.18. Do not use the names, logos, images, or any data or results arising from this solicitation of UNHCR as a part of any commercial advertising without first obtaining the prior, written consent of the UNHCR. All such requests shall be directed to UNHCR through its designated personnel members, who shall coordinate such approvals, to be granted, if any,
- 2.2.19. Pay the agreed salary for Project Personnel each month as per the contract issued to the employees.
- 2.2.20. Take immediate steps to ensure termination and/or extension of the contract(s) of the Project Personnel upon receipt of written request from UNHCR,
- 2.2.21. Keep records of all recruitment process and individual files for each of the Project Personnel.
- 2.2.22. Monitor and report the performance of the Project Personnel on a monthly basis as per Key Performance Indicators (KPI) given.
- 2.2.23. Provide suitable workforce with the right attitude and aptitude, well suited for the refugee plight. This includes support mechanism for the auxiliary workforce with regards to work related psycho-social support.

3. INVOICING METHODOLOGY

Potential Service provider is expected to replace absent personnel - i.e., leave, sick leave or any other causes of absence. Despite this, and in the event, absence is inevitable, service will be invoiced as follows:

- 3.1. Full monthly presence/ no absence: quoted service fee rate, per month by category profile
- 3.2. 2: 15 x workdays: monthly service rate, less number of days absence
- 3.3. ≤: 14 x workdays: daily rate is applied.
- 3.4. Daily rate calculation for full time employee = Monthly Total Cost to UNHCR / 30 days
- 3.5. The month is considered as 30 days.

4. REPORTING

- 4.1. The Contractor shall be responsible for submitting following documents as deliverables during the term of the Frame Agreement;
S/N Estimated Date of Report Submission Deliverables/Report
- 4.2. When Required Short-listed candidate's presentation
- 4.3. Monthly duly signed and certified monthly timesheets including vacation, sick leaves etc submitted for each personnel. (Official "service certification" letter from UNHCR's assigned entity/partner shall be provided by the Contractor)
- 4.4. Monthly analysis of charges and payroll deductions under Romanian law and regulations per employee.
- 4.5. When Required mobilization Reports on the replacement of temporarily and/or permanently absent personnel (for resignation, vacation, illness or maternity leave of permanent personnel). The report shall include detailed information including but not limited to number of personnel, days of mission and locations.
- 4.6. Monthly KPI Report for all full-time recruited employees. The KPIs shall be decided by UNHCR at a later stage.
- 4.7. All deliverables above are subject to UNHCR contract manager's approval and conditional to payment processing.
- 4.8. Reporting language should be in English, unless otherwise indicated. Reports must be accessible in Excel format. Provision of reports in electronic storage format is requested.

5. WORKING HOUR AND ANNUAL LEAVE REQUIREMENTS:

It is expected that each of the personnel shall provide his/her services for a period of 8 hours per day, five days a week. It shall be noted that the two-day off period during a week may not necessarily be Saturdays and Sundays depending on the operational requirements. However, UNHCR may also require part-time personnel when needed. In case of part-time personnel, the net salary of the staff shall be calculated based on the number of hours she/he worked and shall be invoiced accordingly. In addition, overtime working of incumbents might be required. Overtime shall be authorized time worked which exceeds the normal daily shift or the normal full-time hours. In case of overtime working, the entitlement shall be calculated based on the number of hours she/he worked and shall be invoiced accordingly.

Adecco shall replace Temporary Personnel who are absent on leave, sick leave or any other causes. If an absent Temporary Employee is not replaced, service shall be invoiced as follows:

- (i) If the Temporary Employee works 15 or more days in a month, the number of days of non-replaced absence is subtracted from the monthly service rate;

- (ii) If the Temporary Employee works for 14 or fewer days in a month, the daily rate is applied.
- (iii) The daily rate for a full-time Temporary Employee is calculated as the total monthly cost to UNHCR divided by 30.

6. MONITORING OF SERVICES:

Service quality of the Contractor shall be monitored through a monitoring plan which will be agreed upon by UNHCR and UNHCR's counterparts.

The monitoring materials to be used throughout the contract period shall be provided and certified by UNHCR and its partners.

7. COMPANY RESOURCES/ QUALIFICATIONS:

The Contractor shall assign dedicated representatives for communication and reporting purposes committed to this specific UNHCR Project.

It is expected that the representative of the Contractor shall work in close collaboration with the representatives of UNHCR's relevant staff for efficient and effective delivery of services as well as UNHCR's partner entities representatives.

7.1. MINIMUM ORGANIZATIONAL REQUIREMENTS

- 7.1.1. Minimum three (3) years of relevant experience in providing Human Resource Management Services in general. Any experience beyond three years shall be evaluated proportionally.
- 7.1.2. Proven experience in provision of similar service for humanitarian organizations or Government institution; (i.e., reference letters from humanitarian organizations or Government institution)
- 7.1.3. The contractor will assign minimum two dedicated senior representatives and a manager for communication and reporting purposes with following requirements.
- 7.1.4. Proposed company personnel with proven English, Romanian and Ukrainian or Russian skills. Knowledge of both Ukrainian and Russian will be an asset.
- 7.1.5. The assigned company representatives should hold minimum bachelor's degree in business administration, Finance or Human Resource Management or similar.
- 7.1.6. The manager of the project is required to have minimum ten (10) years of experience in the respective field) and dedicated field/technical staff with min. five (5) years of experience in the respective field.

8. EQUALITY:

UNHCR requires the Contractor to ensure that there is no discrimination against any person with respect to opportunity for employment and/or conditions of employment because of age, gender, disability, marital status, race, religion, pregnancy and/or sexual orientation. To see more on this, please refer to UNHCR General Conditions of Contracts for the Provision of Services (Annex E).

9. CODE OF CONDUCT:

The company and all employees/suppliers of the company **MUST** refrain from any conduct (please refer to Annex F Code of Conduct) that would adversely reflect on the United Nations and shall not engage in any activity that is incompatible with the discharge of its duties with the Organization during the period of service for UNHCR.

10. MISCELLANEOUS:

Copyrights: Copyrights and all other rights whatsoever nature in any material produced under the provisions of these ToRs shall be owned exclusively by UNHCR.

11. PAYMENT TERMS AND CONDITIONS:

UNHCR shall, on the fulfilment of the delivery terms, unless otherwise provided in the Contract or purchase order, make payment within thirty days of receipt of the Contractor's original monthly invoice for the services supported by UNHCR and/or its partner's confirmation of satisfactory service delivery in the form of certified presence timesheet. This will serve to trigger the approval of deliverables by UNHCR specified in article 3.3 of this Terms of Reference.

The payments for each deliverable shall be based on the number of monthly timesheets provided. The payments shall be affected only if the deliverables required in these ToRs are submitted to UNHCR within the time frames stipulated in the ToRs and UNHCR approves that, based on receiving entities' certification, the services are successfully delivered. Without submission of the certified timesheet and confirmation of service delivery by the receiving section of UNHCR and/or partner, the Contractor shall not receive any payment even if the employees invest time for this assignment.

The amount quoted by the contractor shall be gross according to the net salaries as indicated on Annex A and inclusive of all associated costs such as social security, health insurance, pension, income tax and contractor service fees, etc. upon the receipt and acceptance of Submission of duly signed and certified monthly timesheets for each personnel.

UNHCR shall also set up a complaint mechanism in order to receive complaints that may concern the employee and his/her work. UNHCR retains its rights to cease the contractual obligation towards the person who is evaluated not to meet the standards or undertake actions infringing the rights or safety of the recipient of the service.

UNHCR Country Office, Bucharest, Romania

APPENDIX. JOB DESCRIPTIONS

a) Position: Team lead

Duties:

- Assist in the implementation of registration strategies and methodologies for populations of concern.
- Assist in the implementation of procedures and systems for continuous registration and verification exercises, including in the securing and distribution of identity and entitlement documents.
- Supervise the daily running of the registration team activities, including monitoring staff performance,
- Establish linkages with protection units within the office and monitor the timely referral of persons with specific needs for protection follow-up.
- Assist in conducting regular data quality checks to monitor the accuracy of data collected.
- In coordination with the operational data management staff, assist in the timely consolidation and drafting of statistics and other registration data reports on persons of concern.
- In consultation with the supervisor, make decisions relating to the day-to-day operations of the registration unit and ensure registration procedures are efficient and effective.
- Draft and submit reports and statistics related to registration.
- Perform other related duties as required.

Requirements:

Essential

- Good computer skills in all desktop applications, particularly with respect to data management competencies.

Desirable

- Prior experience in registration or individual case management, including use of UNHCR proGres software, in refugee and internal displacement situations. Good understanding of the principles of and concepts of international protection and UNHCR. Training in registration, operational data management or information management desirable.
- Languages: English and/or Ukrainian Russian, Romanian

Core Competencies:

- *Accountability*
- *Communication*
- *Organizational Awareness*

- *Teamwork & Collaboration*
- *Commitment to Continuous Learning*
- *Client & Result Orientation*

Managerial Competencies

- *Empowering and Building Trust*
- *Managing Performance*

b) Position: Clerk

Duties:

- In coordination with other registration centre staff, assist in the reception, registration and provision of assistance to persons of concern to UNHCR.
- Organize the queues in the registration centres;
- Provide information to people and refer them to the proper desk/ station (registration, protection, social worker etc),
- Respond to queries from asylum seekers and refugees regarding UNHCR's registration procedures and their rights and entitlements.
- Act as interpreter and translator when needed.
- Direct incidents and problems to the supervisor when they cannot be resolved at their level.
- Perform other related duties as required.

Requirements:

- Languages: Ukrainian/ Russian is a must, and at least one of the following languages: Romanian and/or English
- Accountability
- Communication
- Teamwork & Collaboration
- Commitment to Continuous Learning
- Client & Result Orientation

c) Position: Data entry clerk

Duties:

- Conduct registration interviews in accordance with local SOPs and registration standards.
- Respond to queries from asylum seekers and refugees regarding UNHCR's registration procedures and their rights and entitlements.
- Maintain accurate and up-to date records and data related to all individual registration cases.

- Identify persons with specific needs and ensure timely referral to protection follow-up as required.
- Collaborate with protection staff and/or partners in the delivery of assistance and programming, including provision of identity and entitlement documentation
- Act as interpreter and translator when needed.
- Refer cases to other units within the registration unit and to implementing partners as necessary.
- Perform other related duties as required.

Requirements:

- IT-Computer Literacy
- Languages: English is a must, and at least one of the following languages: Ukrainian, Russian, Romania
- Accountability
- Communication
- Teamwork & Collaboration
- Commitment to Continuous Learning
- Client & Result Orientation

d) Position: Social worker

Duties:

- Provide advice to persons of concern, understand the perspectives, capacities, needs and resources of the PoC and advise the protection team accordingly, highlighting the specific protection needs of women and men, children, youth and older persons, persons with disabilities, marginalized groups.
- Support implementing and operational partners as well as displaced and local communities to develop community-owned activities to address, where applicable, the social, educational, psycho-social, cultural, health, organisational and livelihood concerns as well as child protection and prevention and response to GBV.
- Assist in working with host communities to involve national civil society groups in improving the protection of PoC.
- Assist in the analysis that identifies the capacities of communities of concern and risks they face.
- Support participatory assessments and ongoing consultation with PoC.
- Support communities in establishing representation and coordination structures.
- Ensure community understanding of UNHCR's commitment to deliver on accountability and quality assurance in its response.
- Collect data for monitoring of programmes.
- Draft and type routine correspondence, documents and reports and maintain up-to-date filing systems.

- Act as an interpreter in exchange of routine information, contribute to related liaison activities and respond directly to routine queries.
- Identify and recommend which individuals or groups to prioritize for counselling and field visits based on agreed criteria.
- Perform other related duties as required.

Requirements:

- Knowledge of social and refugee protection system in Romania
- IT-Computer Literacy
- Languages: Ukrainian/ English is a must, and at least one of the following languages: Romanian, Russian
- Accountability
- Communication
- Organizational Awareness
- Teamwork & Collaboration
- Commitment to Continuous Learning
- Client & Result Orientation

e. Position: Interpreter

Duties:

- Perform oral interpretation during interviews conducted for registration and general protection activities.
- Interpret oral conversations, discussions and counselling sessions with refugees and asylum-seekers, including psycho-social counselling, and other counselling sessions with vulnerable and/or traumatized individuals.
- Interpret at public meetings or events, as required.
- Interpret and/or translate from hand-written reports and applications, certificates, documents, newspapers, magazines etc.
- Translate documentation and correspondence from local languages into English and/or Ukrainian and vice versa;
- Assist with contacting persons of concern to UNHCR via telephone, upon the request
- Travel with UNHCR I staff on their missions to the field for interpretation and other assistance,

Requirements:

- Languages: English/Ukrainian is a must, and at least one of the following languages: Russian, Romania