

Annex I - Terms of References (ToR)

Temporary Laborers Services for UNICEF Warehouse

1.0 INTRODUCTION

UNICEF is the agency of the United Nations mandated to advocate for the protection of children's rights, to help meet their basic needs and to expand their opportunities to reach their full potential.

UNICEF Supply Division has a warehouse in Copenhagen as part of UNICEF's integrated supply operation. The new automated Supply Division Warehouse covers over 20,000 square metres and is equipped with the latest technology. It has a storage capacity of 37,000 pallets and houses over 850 different UNICEF supply items. The warehouse has a 'Good Distribution Practice' licence to store and distribute pharmaceutical products.

In line with UNICEF's mandate, Supply Division has developed pre-packed kits that are designed to meet a variety of UNICEF programme and emergency needs, especially for the critical areas of medical care, children's education and protection. The Copenhagen warehouse stocks components for 50 different kits, which are often deployed in emergency situations. Each kit contains a complete set of supplies and instructions for use, so that they can be distributed to remote schools, health posts or camps and be used immediately. UNICEF Supply Division roughly delivers \$100 million dollar's worth of supplies for children yearly from the Supply Division operations.

2.0 PURPOSE

UNICEF Supply Division (SD) in Copenhagen is seeking for a qualified vendor to provide temporary labourers to work in UNICEF facilities to assist in the warehouse operation. UNICEF wishes to enter into a non-exclusive Long Term Arrangement for Services (LTAS) for Temporary Labourers for a period of initially two years, and will be subject to renewal under the same terms and conditions based on satisfactory performance for an additional term of one year, subject to acceptance by the Service Provider. The actual number of labourers required will depend on UNICEF operational requirements, UNICEF does not guarantee any weekly or yearly fix number of labourers nor working hours.

3.0 SCOPE OF SERVICES

This Section of the TOR provides supporting information to understand UNICEF's detailed support requirements under the terms and conditions of the resulting Long Term Agreement for Services (LTAS) / Institutional/Corporate Contract (CONTRACT).

3.1 Description of service

Under close supervision of the Warehouse Supervisors, carries out the receiving, storage, packing, and loading of shipments to and from the UNICEF Supply Division warehouse in Copenhagen as well as general warehouse maintenance and cleaning

Key Expected Results

- Off-loading of incoming shipments and loading of trucks or containers

- Packing of sets, UNICEF kits and individual items into boxes on the various assembly lines.
- Labelling, stacking and palletisation of the packed boxes according to the customers' requests.
- General warehouse maintenance including cleaning of the warehouse with the sweeping and washing machine.
- Any other duties in the warehouse requested by the Warehouse Supervisors.

3.2 Working Hours

The required working hours are from 07:00 – 15:00 Monday to Friday with the following breaks:

09:00 – 09:20 - Morning Break
11:30 – 12:05 - Lunch
13:45 – 14:00 - Afternoon Break

* Note that break times can shift based on operational requirements.
UNICEF may require personnel to work beyond normal working hours and/or during week-ends.

3.3 Qualification Requirements of labourers

The Service Provider is responsible to vet out labourers matching UNICEF's requirements.

3.4.1 Education & Work Experience:

- Completion of Secondary Education;
- Practical working experience within a Warehouse setting, and ability to use standard office tools.

3.4.2 Technical Competencies & Languages:

- Knowledge of English is a requirement;
- Fork lift certificate;
- Understanding of Good Distribution Practice (GDP) procedures;

3.4.3 Personal requirements

- No criminal record
- Valid work permit in Denmark

3.4.4 Values and Competencies: Our Core Values reflect attitudes and convictions that are shared across all UNICEF staff and include: Diversity and Inclusion, Integrity and Commitment. The labourers must believe in the core values and have the ability to work in a multi-cultural environment with sensitivity and respect for UNICEF's mandate.

3.5 Supervision of Labourers

UNICEF Warehouse Supervisor will provide instruction on the workload for the day and week to the Service Provider's Supervisor.

The Service Provider shall assign one or several supervisors at the ratio of 1:10, amongst the labourers assigned, on site at UNICEF warehouse to manage its labourers. If the supervisor is unavailable to work, for any reasons, the Service Provider shall notify UNICEF Warehouse supervisor of the absence and assign a replacement immediately. The obligations of the assigned supervisor, shall include but not be limited to:

- Ensure that all labourers arrive on time
- Ensure all labourers have the appropriate protective and safety equipment;
- Monitor and assess the performance of its labourers in their assigned tasks plus their compliance with UNICEF rules and regulations;
- Handle relationship between its labourers;
- Be the point of contact between the Service Provider and UNICEF for labourers deployed to work at UNICEF warehouse.

3.6 Replacement of Personnel

UNICEF reserves the right to request the replacement of any person assigned by the Service Provider. If the replacement is for a managerial or supervisory position, the Service Provider shall, at its own expense, replace such person forthwith, subject to UNICEF's prior written approval of the replacement.

3.7 Assessment of Service Provider's labourers

The Service Provider shall establish a performance measurement system which will objectively assess and record the performance of its labourers, and provide regular feedback to the labourers accordingly.

3.8 Assessment of the Service Provider

A performance review meetings shall be held periodically between UNICEF and the Service Provider to review Service Provider's performance. The Service Provider's performance will be assessed based on the agreed criteria listed in the ***Annex I - Performance Evaluation Report Template***.

3.9 Management of labourers

The Service Provider shall treat all its labourers in a fair, equal and transparent manner and show respect for diversity and inclusion in accordance with UNICEF Core values as specified in paragraph 3.4.4 above. The Service Provider understands that its labourers are not employees of UNICEF and shall inform them accordingly. Labourers assigned to UNICEF should have valid legal contract with the Service Provider, should provide a copy of the contract if so requested by UNICEF. All labourers assigned to UNICEF shall be notified in writing that they are not UNICEF staff/personnel and therefore not entitled to any direct benefit from UNICEF.

3.10 Responsibility of the Service Provider

- a) For its Employees - the Service Provider shall:

- Be fully responsible for all work performed by its employees, agents, servants, and sub-contractors
- Only select individuals who are professionally and technically competent to perform the work, with appropriate training as may be required.
- Take all reasonable measures to ensure that all personnel conform to the highest standards of moral and ethical conduct and that they respect local customs which are not otherwise inconsistent with the Service Provider's responsibilities.
- Ensure that all personnel engaged are medically fit to perform the work.

b) For Insurance - the Service Provider shall:

- Provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for providing the services.
- Provide and thereafter maintain all appropriate workmen's compensation and liability insurance, or its equivalent, with respect to its employees to cover claims for death, bodily injury or damage to property arising from the execution of the required services.
- Provide and thereafter maintain liability insurance in an adequate amount to cover *third party claims* for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of work assigned or the operation of any vehicles, or other equipment owned or leased by the Service Provider or its agents, servants, employees or sub-contractors performing work or services.
- Represents that the liability insurance includes sub-contractors.
- Except for the workmen's compensation insurance, the insurance policies under this Article shall:
 - (i) Name UNICEF as additional insured;
 - (ii) Include a waiver of subrogation of the Service Provider's rights to the insurance carrier against UNICEF;
 - (iii) Provide that UNICEF shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.
- Upon request, provide UNICEF with satisfactory evidence of the insurance required to perform the assignment..

c) For other responsibilities:

- UNICEF shall not be liable for any action, omission, negligence or misconduct of the Service Provider's employees, officers, agents, servants and sub-contractors, nor for any insurance coverage which may be necessary or desirable, nor for any costs, expenses or claims associated with any illness, injury, disability or death of such personnel performing the required services.
- The Service Provider shall indemnify, hold and save harmless and defend, at its own expense, UNICEF, its officials, agents, servants and employees, from and against all suits, claims, demands and liability of any nature or kind, including their costs and expenses,

arising out of the acts or omissions of the Service Provider or its employees or sub-contractors in the performance of required services. This provision shall extend, inter alia, to claims and liability in the nature of workmen's compensation, product liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Service Provider, its employees, officers, agents, servants or sub-contractors. The obligations do not lapse upon termination of the resulting LTAS / CONTRACT.

4.0 PAYMNET

Number of labourers with hours worked will be summarized by the Service Provider and validated by UNICEF. Upon validation, the Service Provider will invoice UNICEF on a monthly basis.

5.0 SUPERVISOR

The details of the supervisor for the overall administration and management of the resulting LTA/Contract will be included in the award document.

ANNEX Ia – PROPOSAL EVALUATION

1. STRUCTURE OF TECHNICAL PROPOSAL

Proposals must include complete and accurate information. The proposal must include but is not limited to the following items, failing which further review will not be done:

- 1.1 Proposals must include complete and accurate information. The proposal must include, but is not limited to, the following items:
- 1) Corporate Profile highlighting the bidders qualifications and relevant experience; number of labourers managed by the company, deployment turn-around time, key personnel with relevant experience and qualifications.
 - 2) Document declaring compliance with Temporary agency's obligations and relevant legislation in Denmark (e.g. *Vikarbureauets forpligtelser, vikarloven*)
 - 3) Describe how the Bidder will carry out the required services; e.g. outlining the methodology (operational process and methodology for deployment of temporary labour), quality assurance framework, applicable tools.
 - 4) Provide references to proof 3 years proven expertise in providing temporary labourers services. Please include the following information:
 - Name of Client
 - Scope of the work assigned to the temporary labours; e.g. cleaning, packing, construction work.
 - Year and duration of the contract
 - Reference / Contact person details
 - 5) Quality assurance mechanism and risk mitigation measures within the company.

2. STRUCTURE OF FINANCIAL PROPOSAL

The Service Provider should submit the Financial Proposal Form (Annex II) indicating a rate per person per hour in accordance with the template. (Please do not change the Financial Proposal Form).

3.0 PROPOSAL EVALUATION

Each proposal will be assessed first on its technical merits and subsequently on its price. The proposal obtaining the overall highest score after adding the scores for the technical and financial proposals is the proposal(s) that offers best value for money and will be recommended for award of the service contract.

The proposals will be evaluated against the following elements:

a) Technical Evaluation – 60 points

Proposals will be reviewed based on below technical review criteria:

TECHNICAL EVALUATION CRITERIA		
Technical Evaluation Criteria		Max. Points Obtainable
1. Overall Response		
1.1	Completeness of response and Understanding of UNICEF requirements	5
1.2	Overall concord between RFP requirements and proposal	10
		15
2. Overall Experience of Company and Key Personnel		
2.1	Company profile and experience in similar operations	10
2.2	Recommendations from current client list, preferably from similar operations	5
2.3	Capacity (Number of Labourers managed by the company, deployment turn-around time)	10
2.4	Key personnel: relevant experience and qualifications	5
		30
3. Proposed Methodology and Approach		
3.1	Operational process and methodology for deployment of temporary labour	10
3.2	Strategy for effective quality management	5
3.3	Risk assessment and mitigation measures	5
		15
TOTAL TECHNICAL SCORE		60
Minimum technical required score:		42

Financial proposal will only be opened for bidders that obtain 42 points and above from the technical evaluation.

b) Financial Evaluation – 40 points

The maximum number of points will be allotted to the lowest price proposal that is received and obtains the minimum threshold points in the technical evaluation. All other price proposals will receive points in inverse proportion to the lowest price; e.g.:

Proposal Score for price proposal X = Max. Score for price proposal * Price of lowest proposal / Price of proposal X

Price of the proposal will be evaluated based on 80% and 20% weightage between **regular working day hourly rate** and **Overtime/Weekend/Public Holidays hourly rate** respectively.

Financial Proposal must be denominated in Danish Kroner (DKK). The proposal should include:

- The rates shall be presented as detailed in **Annex II - Financial Proposal Form**.
- The rates as quoted by the Service Provider to UNICEF for the purpose of the RFPS shall be firm and final.
 - All rates quoted must be exclusive of all taxes, since UNICEF is exempt from taxes.

Note: UNICEF shall not be liable for any travel costs and other incidentals expenses associated in preparing and submitting the proposals