

RFP # 004-2020
Provision of the Payroll Management and Recruitment Services
Bidders' Reply to Queries

Question 1: Will current employees have their contracts terminated and their severance paid before they start a new contract? Or will the contractor be taking over severance and accrued leave from the start date of these personnel with UNHCR?

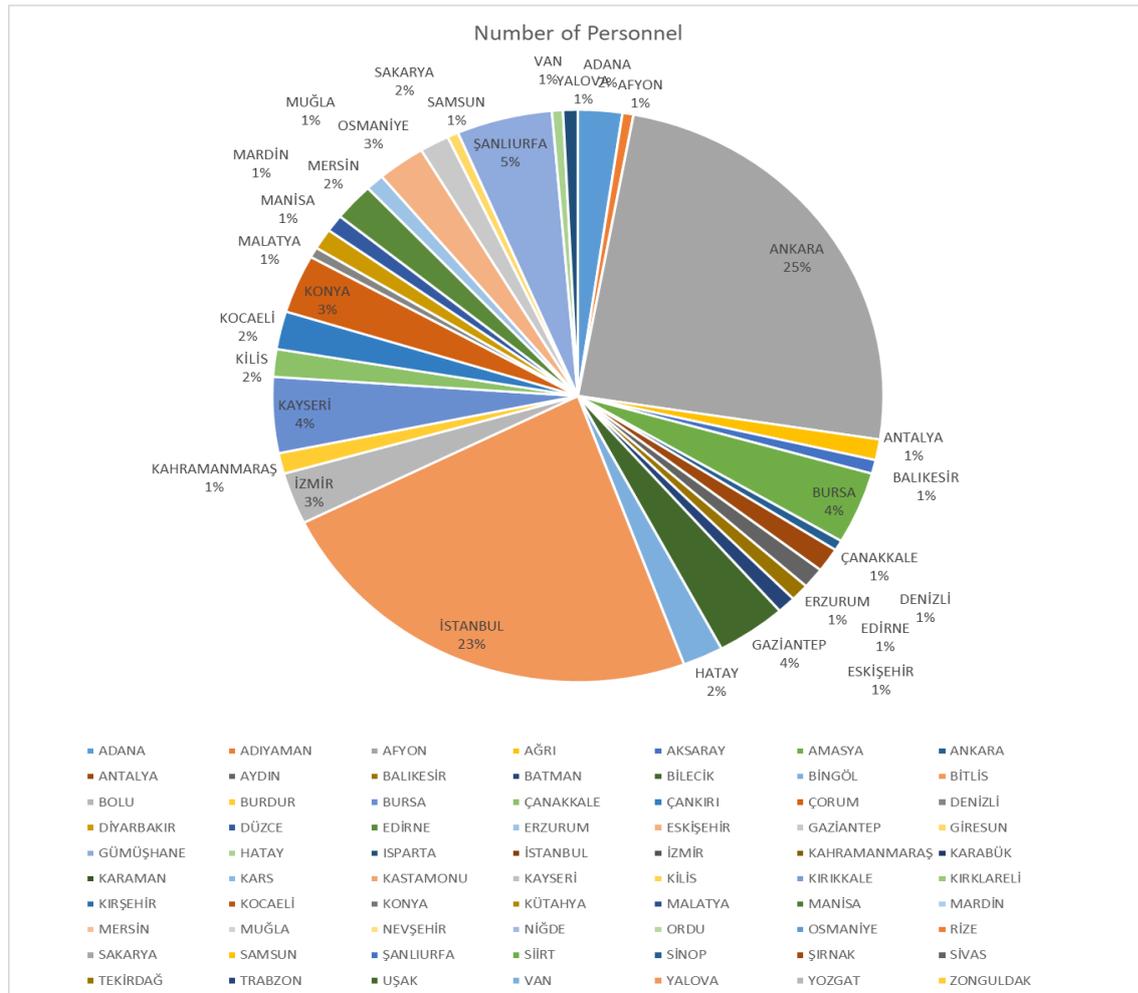
Answer 1: To maintain service continuity and build on the benefits achievements resulted-in on the job-coaching and tailored trainings, the potential winning service provider is expected to retain and/or take-over the willing existing workforce. This means, the existing service provider will either pay the severance to the individual beneficiaries and/or transfer to the winning bidder.

Question 2: Can you provide an annual travel record for each job title?

Answer 2: Please note figures and information provided in the tender dossier are estimation to provide potential bidders an indicative estimate of the requirement. It does not represent a commitment. It will depend on the actual requirements and funds available. Expense on this line is not foreseen at the moment.

Question 3: Where current employees are located?

Answer 3: The breakdown to their geographical locations, in percentage (%) or aggregate figures are as follows:



The total number of provinces where UNHCR provides personnel support is 70, above chart sorts the cities with the support provided with than two personnel.

In addition, and as demands dictate, UNHCR and partner institutions may decide to re-deploy / change the location of certain categories of personnel to other cities.

Question 4: What are all the locations in this Project? Can you provide locations sorted by job titles?

Answer 4: Please refer to above answer 3.

Question 5: Invoicing Methodology section, the rule to be applied when it does not work due to leave, sick leave or any other causes of absence explained in detail. Will this practice be valid for days when there is no work due to official and religious holidays?

Answer 5: Please refer to RFP-004-2020 Annex A, Article 2.24.

Question 6: Please kindly clarify if the partnership of two or more companies allowed to bid. In the case of acceptance of partnerships, please provide information on the required documentation to be submitted in the proposal.

Answer 6: Joint Venture business method is applicable for the participant companies. However, all participant companies shall fulfil minimum requirements and provide requested documents as stipulated on RFP-004-2020 main tender dossier Article 2.4.1 and Annex A, Article 6.

Question 7: Please elaborate on the timeline of the recruitment milestones. The required recruitment schedules and milestones shall be based on the UNHCR timeline of recruitment numbers. Are there any indicative projections on the matter?

Answer 7: Annex B Part III of the RFP tender documentation states the requirement for potential bidders to provide work plans including milestones and timelines.

Question 8: Please clarify if any foreign personnel shall be recruited during the contract period? Should there be such requirement, is the contractor required to provide all necessary work permits?

Answer 8: Please refer to Annex A of the RFP-004-2020, Article 2 that 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 Turkey if required.

Question 9: There are 575 already recruited personnel by various ministries, and governmental agencies. Additional approx. 260 personnel planned to be recruited. In Annex A- Terms of Reference, under section 2. Scope of Services, the contractor shall be the legal employer and contractor of the newly recruited personnel, whereas for 575 personnel the contractor's responsibility is limited to providing payroll management services including payment of salaries and entitlements. Please confirm.

Answer 9: Please refer to answer provided to above question 8 above.

Question 10: In Annex A – Terms of Reference, clause 2.16, the contractor shall be responsible for the management of newly recruited personnel including mobilization to replace temporarily and/or permanent personnel. Please clarify what duration of absence of the personnel triggers the requirement for his/her replacement. What is the acceptable duration of absence (i.e. sick leave, emergency etc..) for each personnel without requiring his/her replacement?

Answer 10: Please refer to Annex A clause 2.16 that, the mobilization to replace personnel triggers during the absence of the personnel when and if required by the receiving entity.

Question 11: Please clarify, on the payroll transfer of already recruited personnel to the contractor, the accrued 14 work-day annual leave shall be added to the contractor's monthly payroll charges.

Answer 11: Please refer to answer provided above to question 1.

Question 12: In the case of project personnel's additional working hours in a month, please clarify if the contractor is entitled to be compensated by UNHCR for the over-time work that project personnel performed?

Answer 12: Please refer to answer provided to above question 8.

Question 13: Please clarify in the case of changes in income tax ratios, social security deductions, overall tax and work legislations that may result in changes in legal fees, is the contractor entitled to make amendments in monthly payroll charges based on these changes?

Answer 13: The potential proposal shall be "all inclusive" service charges, same monthly net salary rate.

Question 14: Please clarify whether the costs of legally mandatory training stipulated by Turkish Labor Law including occupational health and safety, workplace medicine to be included in the monthly payroll charges.

Answer 14: The policies mandatory by Turkish Labour Law shall be applicable.

Question 15: Please clarify whether additional costs related to project personnel including i.e. contract stamp duty, clothing and equipment expenses shall incur during the project contract period since such expenses must be considered in the price proposal.

Answer 15: Please refer to above answer 13.

Question 16: Please clarify if the provision of private health insurance required for project personnel which is to be considered in the financial proposal, except public health insurance fees?

Answer 16: Please refer to Annex A- Article 1, Important note section. No additional entitlement requirement is envisaged in the pay package – i.e. food/travel/private health insurance etc which is not mandatory by Turkish Labour Law is required.

Question 17: In General Conditions of Contract, clause 8.2 contractor shall take out insurance policies for property and equipment, worker's compensation, employer's liability, public and personal liability. Please provide information on the requirement of such policies for this project.

Answer 17: The policies mandatory by Turkish Labour Law shall be applicable.

Question 18: During the transfer of the personnel to the company under the new contract, will the personal rights (severance and notice pays) of the previous working periods be transferred to the new company? Or will these rights be paid to the staff by the former contractor?

Answer 18: Please refer to answer provided above to question 1.

Question 19: Are any rises expected in staff salaries during the contract period (24 months) and in case of extension (+1 year)? If expected, will the price difference related to this increase be covered by UNHCR? For example, in the contract, a net salary of 2800 TL was determined for the position of Auxiliary Staff and Health Mediators. What kind of solution will be produced for paying the difference

to the personnel and the contractor, if the amount is below the minimum wage due to the increase in the minimum wage during the contract period (2 + 1 year), under the minimum wage according to the law?

Answer 19: The given net salaries shall not be below the minimum applicable wages by Turkish Labour Law any time during the period of the frame agreement.

Question 20: In proposal documents, it is clearly mentioned that if the company has been registered with UNHCR in last two years, there is no need to sign and submit the Vendor Registration Form. We want to clarify that in any case is it required to submit the related documents such as official gazette, chamber of commerce document and etc.

Answer 20: Financial standing of the potential bidders will be evaluated and scored during the technical evaluation. Therefore, it would be in the bidder's best interest to submit all the required documentations listed in the tender package.

Question 21: In an arrangement that may be related to the working principles in the Turkish tax law, how would your comments on the reflection of these regulations on personnel wages?

Answer 21: Please refer to formulas provided on the Annex C of the RFP#004-2020.

Question 22: With regards to severance pay, should we apply the limit up procedure, or should we directly calculate it through the salary?

Answer 22: Please use the format presented, and columns in the costing form.

Question 23: Are we going to pay the same amount of monthly salary for each employee for 12 months? In case the salary takes place in cumulative tax bracket system, who will cover the expenses?

Answer 23: Please refer to above answer to question 13.

Question 24: Are the daily subsistence & travelling expenses going to be issued separately?

Answer 24: If required daily subsistence & travelling expenses are going to be issued separately.

Question 25: Is there any upper or lower limit for Employer's Liability Insurance & Professional Liability Insurance?

Answer 25: Turkish Labour Law applies.

Question 26: In RFP #004-2020 dated 10/06/2020; page 3 part 2.4 it is stated technical proposal should be structured starting with the description of the company. On the other hand, under Annex B the requested order of information begins with vendor registration form. Can you clarify which document we need to consider structuring our technical proposal in the correct order.

Answer 26: Please follow the structure as provided in Annex B of the RFP-004-2020.

Question 27: In Annex B, some of the information is requested twice. Such as last 3 years financial report is requested both in company registration section and bidder's financial capacity section. Should we include same information in different sections?

Answer 27: Please follow the structure as provided in Annex B of the RFP-004-2020.

Question 28: Annex A page4, Invoicing methodology section < 14 days methodology, is it also valid for new recruitments? More specifically, in a case when new Employees start after the mid of the month, it falls automatically <14 days methodology. What will be UNHCR approach?

Answer 28: 14 days methodology applies regardless of the personnel start date.

Question 29: When <14 days methodology is used; does weekends, religious holidays, national holidays going to be considered as non- working days, hence will not be invoiced?

Answer 29: Please refer to article 2.24 para b of the Annex A of RFP-004-2020.

Question 30: We understand that the transfer of existing employees will be done with the triple transfer agreement to protect the existing rights of the employees. In this case, the previous company will be responsible for the pre-transfer rights of the employees. Please confirm.

Answer 30: Please refer to above answer to question 1.

Question 31: Will you going to allow transferred personnel use their notice period in case of termination including security check reasons? Otherwise, we need detailed information about hiring date of employees to be transferred to be able to calculate notice period cost.

Answer 31: Turkish Labour Law applies.

Question 32: Annex A, page 2, it is stated that no additional requirement is envisaged in the pay package. Do current employees to be transferred have food/travel/private health insurance entitlements? Kindly specify the amounts if there are any entitlements to be able to calculate transferred candidate cost.

Answer 32: Please refer to Annex A- Article 1, Important note section, para III.

Question 33: Do you have a time projection for the new recruitments? Are you planning to request new recruitments immediately or over the months/years? According to your response, we will structure our work plan for new recruitments.

Answer 33: Please refer to above answer to question 2.

Question 34: Annex B, page 2, letter of reference attached/Copy of contract is requested in reference table. Sharing copy of contract is not appropriate due to confidentiality reasons. Is it mandatory to provide letter of reference? Alternatively, we can share phone/e-mail information of our references so that, you can directly contact.

Answer 34: Please refer to Annex B. Letter of Reference or Copy of Contract is required.

Question 35: Annex B, page2, bidders financial capacity section; liquidity ratio value will be calculated as (cash + accounts receivable)/current liabilities). Please confirm.

Answer 35: Please refer to publicly available sources to understand the calculation methodology.

Question 36: Since the RFP has been issued for 2+1 year, and since transaction of existing workforce is required across all over Turkey, we understand that possible reimbursement cases and all other employment related risks in case of termination will be financially covered and managed in the contract by the selected vendor for 3 years. Please confirm.

Answer 36: Please refer to Annex A article two (2), para two (2) and Annex C note four (4).

Question 37: In Annex C- page 1 we will offer a percentage for the Management fee. We understand that this percentage will be applied on top of the total fee in column C. Thus, if column C changes (in case of salary increase etc) monthly total provided in column E will change as well. Please confirm.

Answer 37: Please refer to formulas provided on the Annex C.