

United Nations Population Fund
(UNFPA) Türkiye Country Office
Oran Mah. Kudüs Caddesi 1/21 Blok
Daire: 38
Çankaya /Ankara – TÜRKİYE
Website: <http://www.unfpa.org>

13 February 2024

REQUEST FOR PROPOSAL (RFP)
RFP Number UNFPA/TUR/RFP/24/001

For the establishment of a:

LONG TERM AGREEMENT

In regards to:

PROVISION OF RECRUITMENT AND PAYROLL MANAGEMENT SERVICES IN TURKIYE

LETTER OF INVITATION

Dear Sir/Madam,

1. The United Nations Population Fund (UNFPA), an international development agency, is seeking qualified Bids for the provision of recruitment and payroll services. Your company is hereby invited to submit your best Technical and Financial Bids for the requested services. Your Bid could form the basis for a Long Term Agreement (LTA) between your company and UNFPA.
2. To enable your company to submit a Bid, please read the following documents carefully:

Section I:	Instructions to Bidders
Section II:	Terms of Reference
Section III:	UNFPA General Conditions of Contract
Section IV:	UNFPA Special Conditions of Contract
Section V:	Supplier Qualification Requirements
Section VI:	Bid and Returnable Forms
Section VII:	Contractual Forms

3. The Bid process will be conducted through a TWO-envelope system. Interested Bidders are requested to submit their Technical Bid *separately* from their Financial Bid containing price information. Specific instructions for the submission of Bids can be found in Section I – Instructions to Bidders, clause 20 Submission, Sealing and Marking of Bids.
4. Bidders are requested to carefully read Section I – Instructions to Bidders, clause 20 Submission, Sealing and Marking of Bids, where detailed instructions of the submission process are provided. It is the Bidder's responsibility to assure compliance with the submission process. If the envelopes or emails are not marked / submitted per the instructions, UNFPA will neither assume responsibility for the bid's misplacement or premature opening nor guarantee the confidentiality of the Bid process. Incorrect submissions might result in your Bid being declared invalid.

All Bids comprising of Technical and Financial parts should reach the below and corresponding addresses no later than **13 March 2024**, at **17:00 Istanbul time**

- a. If you choose to submit your Bid in hard copy, your Technical Bid and Financial Bid should be submitted in separate, sealed envelopes in accordance to clause 20.3 Submission of hard copy Bids, and should reach the following address:

Zeynep Ülfeti

United Nations Population Fund (UNFPA) Türkiye Country Office

Oran Mah. Kudüs Caddesi 1/21 Blok Daire: 38

Cankaya /Ankara – TÜRKİYE

- b. If you choose to submit your Bid electronically, your Technical Bid and Financial Bid should be submitted in separate emails in accordance to clause 20.4 Submission of electronic Bids, should reach the email inbox of procurement.turkiye@unfpa.org Do not submit Bid documents to any other email address, sending the Bid to any other email address, including as a carbon copy (cc), will violate confidentiality and result in the invalidation of the Bid.
5. Bids received after the stipulated date and time will be rejected.
 6. Bidders are asked to acknowledge receipt of this RFP using the Bid Confirmation Form SECTION VI – ANNEX A: BID CONFIRMATION FORM. A completed Form should be e-mailed to: **Yaprak Öncel, Humanitarian Procurement Operations Associate** yoncel@unfpa.org no later than **22 February 2024** and indicate whether or not a Bid shall be submitted. Bidders that will not submit a Bid are kindly asked to indicate the reason(s) for not bidding on the Bid Confirmation Form to help UNFPA improve its future Bid exercises.
 7. Any questions relating to the Bid process and/or to the attached documents shall be sent to: **Yaprak Öncel, Humanitarian Procurement Operations Associate** at email: yoncel@unfpa.org

Responses to all questions received will be handled in accordance to the instructions included in Section I - Instructions to Bidders, clause 8 Clarifications of solicitation documents. Do not submit a Bid to this contact, or your Bid will be declared invalid, as UNFPA will not be able to guarantee the confidentiality of the Bid process.

8. UNFPA posts all Bids notices, clarifications and results in the United Nations Global Marketplace; hence, we strongly encourage Bidders to register on [UNGM](https://ungm.org). The UNGM is the procurement portal of the United Nations system. By registering on UNGM, suppliers become part of the database

that UN buyers use when searching for suppliers. The link describes the registration process:
<https://www.ungm.org/Public/Pages/RegistrationProcess>

Suppliers can also access all UN Bids online and, by subscribing to the Tender Alert Service, suppliers can be automatically notified via email of all UN business opportunities that match the products and services for which they have registered. Instructions on how to subscribe to the Tender Alert Service can be found in the UNGM Interactive Guide for suppliers.

9. UNFPA looks forward to receiving your Bid and thanks you in advance for your interest in UNFPA procurement opportunities.

10. This letter is not to be construed in any way as an offer to contract with your company/institution.

Yours sincerely,

Yaprak Öncel
Humanitarian Procurement Operations Associate
Humanitarian Programme
UNFPA Türkiye Country Office

Process reviewed and approved by:

Mariam Khan
Representative
UNFPA Türkiye Country Office

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SECTION I: INSTRUCTIONS TO BIDDERS

A. INTRODUCTION

1. General

- 1.1. UNFPA Türkiye Country Office wishes to enter into non-exclusive Long Term Agreement (LTA) with qualified supplier for recruitment and payroll management services in support of UNFPA's Programs located in Türkiye.
- 1.2. As a result of this competitive Bid process, UNFPA plans to sign a non-exclusive Long-Term Agreement (LTA) with a single supplier for 2 years. In addition to the initial term, the LTA will have the option of a one-year extension, subject to satisfactory performance and price competitiveness.
- 1.3. In the event of UNFPA signing an LTA the following shall apply:
 - 1.3.1. The successful Bidder shall accord the same terms and conditions to any other organization with the United Nations Systems, located in Türkiye, that wishes to avail itself of such terms, after written consent from UNFPA Türkiye Country Office
 - 1.3.2. The LTA template specified in SECTION VII – ANNEX A: LONG TERM AGREEMENT TEMPLATE, shall be used.
 - 1.3.3. UNFPA will not be committed to purchase any minimum quantity of the services, and purchases will be made only if and when there is an actual requirement. UNFPA shall not be liable for any costs in the event that no purchase is made under any resulting LTA. All reductions in market prices provided by the supplier will be passed on in full to UNFPA.
 - 1.3.4. The successful Bidder shall have the right to review their prices every 12 months from commencement of the LTA, and shall notify UNFPA in writing 90 days prior to the 12-month period of a proposed price decrease or increase. The successful Bidder shall provide proper justification for any price increase. UNFPA shall be entitled to either accept the price decrease/increase or to cancel the LTA, and shall notify the successful Bidder in writing of its decision.

2. Eligible Bidders

- 2.1. This Bidding process is open to all legally-constituted companies that can provide the requested services and have legal capacity to deliver in the country, or through an authorized representative.
- 2.2. Bidders and all parties constituting the Bidder may hold any nationality.
- 2.3. Bidders must not have a conflict of interest in order to be considered eligible. Bidders found to have a conflict of interest shall be disqualified. Bidders may be considered to have a conflict of interest with one or more parties in this Bidding process, if they:
 - 2.3.1. Are, or have been associated in the past, with a company or any of its affiliates that have been engaged by UNFPA to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods and/or services to be purchased under this Bid.

- 2.3.2. Submit more than one Bid in this Bidding process, except for alternative Bids accepted under instructions to Bidders clause 19 is not permitted. However, this does not limit the participation of subcontractors in more than one Bid.
- 2.3.3. Any Bidder that is uncertain as to whether the situation it is in constitutes a conflict of interest must disclose the situation to UNFPA and seek UNFPA's guidance.
- 2.3.4. The following information must be disclosed in the Bid:
 - 2.3.4.1. Bidding entities whose owners, part-owners, officers, directors, controlling shareholders, or key personnel are immediate family of UNFPA staff involved in procurement functions and/or of any government official of the beneficiary country and/or of any Implementing Partner (IP) receiving the goods and/or services under this RFP; and
 - 2.3.4.2. Any other situation that could potentially lead to actual or perceived conflict of interest, collusion, or unfair competition practices.
 - 2.3.4.3. Failure to disclose the information above may result in rejection or disqualification of the Bid or of the award resulting of the Bid process.
- 2.4. Bidders under declaration of ineligibility by UNFPA in accordance with clause 2 at the time of contract award will be disqualified. Bidders are not eligible to submit a Bid if at the time of Bid submission they are:
 - 2.4.1. Listed as suspended or removed by the United Nations Procurement Division (UNPD);
 - 2.4.2. Declared ineligible by other organizations of the United Nations through the disclosure of the ineligibility or listing as suspended on [United Nations Global Marketplace \(UNGM\)](#) as a result of having committed fraudulent activities;
 - 2.4.3. Included on the [UN 1267 list](#) issued by the Security Council resolution 1267 that establishes a sanctions regime to cover individuals and entities associated with Al-Qaida and/or the Taliban;
 - 2.4.4. Debarred by the World Bank Group in accordance with the [WB Listing of Ineligible Firms & Individuals](#) and the [WB Corporate Procurement Listing of Non-Responsible Vendors](#).
- 2.5. All Bidders must adhere to the UN Supplier Code of Conduct, which may be found by clicking on [UN Supplier Code of Conduct](#).
- 2.6. Accordingly, any company that is found to have undertaken unethical, unprofessional, or fraudulent activities, as defined in clause 4, will be temporarily suspended or permanently debarred from business relations with UNFPA.

3. Cost of Bid

- 3.1. Bidders will bear all costs associated with the preparation and submission of the Bid(s), and the procuring UN entity will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Bid.

4. Fraud and Corruption

- 4.1. UNFPA's Policy regarding fraud and corruption is available by clicking on [Fraud Policy](#) and applies fully to this Bid. Submission of any Bid implies that the Bidder is aware of this Policy.
- 4.2. UNFPA is committed to preventing, identifying, and addressing all acts of fraud against UNFPA, as well as against third parties involved in UNFPA activities. To this effect, UNFPA has

- developed an Anti-Fraud Policy with the aim to raise awareness of fraud risks, implement controls to prevent fraud, and establish a procedure to detect fraud and to enforce the Policy.
- 4.3. UNFPA requires that Bidders, suppliers, and contractors and their subcontractors observe the highest standards of ethics during the procurement and execution of UNFPA contracts.
 - 4.4. Pursuant to this Policy, UNFPA defines the terms set forth as follows:
 - 4.4.1. "Corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
 - 4.4.2. "Fraudulent practice" means any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit, or to avoid an obligation;
 - 4.4.3. "Collusive practice" means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;
 - 4.4.4. "Coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - 4.4.5. "Obstructive practice" means acts intended to materially impede the exercise of UNFPA's contractual rights of audit, investigation and access to information, including destruction, falsification, alteration or concealment of evidence material to a UNFPA investigation into allegations of fraud and corruption.
 - 4.4.6. "Unethical practice" means conduct or behavior that is contrary to Staff or Supplier codes of conduct, such as those relating to conflict of interest, gifts, hospitality, post-employment provisions, abuse of authority and harassment
 - 4.5. UNFPA will reject to award a contract if it determines that a Bidder recommended for award has engaged in corrupt, fraudulent, collusive, coercive, obstructive or unethical practices while competing for the contract in question;
 - 4.6. UNFPA will declare a supplier ineligible, either indefinitely or for a stated period of time, to be awarded a UNFPA contract/agreement if at any time it determines that the supplier has engaged in any corrupt, fraudulent, collusive, coercive, obstructive or unethical practices while competing for, or in executing, a UNFPA contract/agreement.
 - 4.7. Any supplier participating in UNFPA's procurement activities must provide all required documents, records, and other elements to UNFPA personnel upon first request to facilitate any investigation of allegations of misconduct by either suppliers or any other party to the procurement activities. The absence of such cooperation may be sufficient grounds for the debarment of the supplier from the UNFPA supplier roster and may lead to suspension following review by UNFPA.
 - 4.8. Suppliers, their subsidiaries, agents, intermediaries and principals must cooperate with the UNFPA Office of Audit and Investigations Services as well as with any other oversight entity authorized by the Executive Director and with the UNFPA Ethics Advisor as and when required. Such cooperation shall include, but not be limited to, the following: access to all employees, representatives agents and assignees of the vendor; as well as production of all documents requested, including financial records. Failure to fully cooperate with investigations will be considered sufficient grounds to allow UNFPA to repudiate and terminate the Agreement, and to debar and remove the supplier from UNFPA's list of registered suppliers.

4.9. A confidential Anti-Fraud Hotline is available to any Bidder to report suspicious fraudulent activities at [UNFPA Investigation Hotline](#)

5. Zero Tolerance

5.1. UNFPA has adopted a zero tolerance policy on gifts and hospitality. Bidders are therefore requested not to send gifts or offer hospitality to UNFPA personnel. If interested on reading further on this policy, please select [Zero Tolerance Policy](#).

6. Disclaimer

6.1. Should any of the links malfunction or are inaccessible for any reason in this Request for Proposal or any of its Annexes, suppliers can contact the Procurement Official referenced below in clause 8 and request for them to share a PDF version of such document(s).

B. SOLICITATION DOCUMENTS

7. UNFPA Bidding document

7.1. This RFP document is posted on the [United Nations Global Marketplace \(UNGM\)](#).

7.2. Bidding documents consists of the following:

Section I:	Instructions to Bidders
Section II:	Terms of Reference
Annex A:	Instructions for Preparing Technical Bid
Section III:	UNFPA General Conditions of Contract
Section IV:	UNFPA Special Conditions of Contract
Section V:	Supplier Qualification Requirements
Section VI:	Bid and Returnable Forms
Annex A:	Bid Confirmation Form
Annex B:	Bid Submission Form
Annex C:	Bidder Identification Form
Annex D:	Bidder Declaration Form
Annex E:	Bidder's Previous Experience
Annex F:	Price Schedule Form
Annex H:	Checklist of Bid Forms
Section VII:	Contractual Forms
Annex A:	Template of Proposed Long Term Agreement
Annex C:	Performance Security

- 7.3. Bidders are expected to examine all instructions, forms, Terms of Reference, terms and conditions contained within this Bid document. Failure to comply with these documents shall be at the Bidder's risk and may affect the evaluation of the Bid or result in the rejection of the Bid.
- 7.4. Bidders are cautioned to read Section II – Terms of Reference, as there may be special requirements. The requirements presented herein are not to be construed as defining a particular service provider's service. Bidders are encouraged to advise UNFPA if they disagree.
- 7.5. The requirements included in this document are the minimum requirements of the services solicited. Services offered in the Bid must meet or exceed all requirements herein.

8. Clarifications of Bidding documents

- 8.1. Bidders requiring clarification to the Bid process and/or to the Bid documents may be addressed in writing to:

Yaprak Öncel, Humanitarian Procurement Operations Associate yoncel@unfpa.org

Bidders should **NOT** submit any Bid to this contact or your Bid will be declared invalid, as UNFPA will not be able to guarantee the confidentiality of the Bidding process.

Bidders may request clarifications no later than **29 February 2024, at 17:00 Istanbul time.**

- 8.2. UNFPA will respond in writing to any requests for clarification received prior to the deadline and will circulate the answers (including an explanation of the requests without identifying the sources) to all prospective Bidders that have received the Bid documents. A copy of the questions and UNFPA's answers will also be posted on UNGM (www.ungm.org).
- 8.3. UNFPA will respond to requests for clarifications as soon as possible. However, delays in UNFPA's response will not oblige UNFPA to extend the Bid submission deadline. UNFPA may extend the deadline in specific cases UNFPA deems justified and necessary.

9. Amendments to Bidding documents

- 9.1. At any time prior to the Bid submission deadline, UNFPA may for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding documents by issuing an amendment.
- 9.2. UNFPA shall post all amendments under the original notice on UNGM. All prospective Bidders that have received the Bidding documents shall periodically check if amendments have been posted to the bidding documents on UNGM.
- 9.3. To give prospective Bidders reasonable time to take the amendments into account, UNFPA may, at its discretion, extend the Bid submission deadline.

C. PREPARATION OF BIDS

10. Language of the Bid

- 10.1. Bid documents and all related correspondence will be written in English.
- 10.2. Any printed literature furnished by a prospective Bidder written in a language other than the language indicated must be accompanied by a translation in the preferred language indicated above. For the purpose of interpretation of the Bid, and in the event of discrepancy or

inconsistency in meaning, the version translated into the preferred language indicated above shall govern. The sole responsibility for translation and the accuracy thereof shall rest with the Bidder.

11. Bid currency and prices

11.1. All prices shall be in Turkish Lira (TRY).

11.2. The Bidder shall indicate on the Price Schedule Form in accordance to SECTION VI – ANNEX F: PRICE SCHEDULE FORM the unit of measure, the unit price and total Bid price of the goods and/or services (where applicable) it proposes to supply under the LTA.

12. Most favored pricing

12.1. By submitting a Bid, the Bidder certifies that the same services have not been offered to other customers under similar circumstances at a lower cost. Should a Bidder be found to have done so, it must offer the lower cost to UNFPA.

13. Validity of Bids

13.1. Bids must remain **valid for 120 calendar days** after the Bid submission deadline. UNFPA will consider Bids with shorter validity as not substantially responsive and reject them. Under special circumstances, UNFPA may request Bidders to extend the validity of their Bids. Requests for validity extension will be made in writing.

14. Bidders' conference

14.1. A Bidders' conference may be conducted at UNFPA's discretion. All Bidders will be encouraged to attend. Non-attendance, however, will not result in disqualification of an interested Bidder. Minutes of the Bidders' conference will be either posted on UNGM or e-mailed to the Bidders that have confirmed participation or expressed interest in the Bid. Verbal statements made during the Bidders' conference will not modify the terms and conditions of the RFP, unless such statements are specifically written in the minutes of the Bidder conference or issued as an amendment to the Bid documents and posted on UNGM.

14.2. When appropriate, a Bidders' conference will be conducted online on **23 February 2024, at 10:00** Istanbul time. Details will be provided through UNGM.

D. SUBMISSION OF BIDS

15. Documents establishing eligibility and conformity to Bid documents

15.1. Evidence of conformity of the services to the Bidding documents may include the following documentation as described in clauses 17 Technical Bid and 18 Financial Bid, to be completed and returned in hard copies or in electronic format depending on the submission approach selected.

15.2. Submission of a Bid that does not substantially respond to the UNFPA Bid document in every respect shall be at the Bidder's risk and may result in a rejection of the Bid.

All required documents returned with the Technical Bid should be submitted in PDF version. The Financial Bid should be submitted both in PDF version and Excel version.

16. Technical Bid

16.1. Documents establishing the eligibility of the Technical Bid:

- 16.1.1. Completed and signed Bid Submission Form; SECTION VI – ANNEX B: BID SUBMISSION FORM, in PDF format. Note: if the bid submission form is not submitted or not signed, and provided the bidder has not indicated they do not accept any of the conditions required in this form, UNFPA shall consider that the bidder has accepted all such conditions. For the sake of good order, at the time of bid evaluation UNFPA will request the bidder to provide the signed Bid Submission Form.
- 16.1.2. Completed Bidder Identification Form; SECTION VI – ANNEX C: BIDDER IDENTIFICATION FORM in PDF format.
- 16.1.3. Completed Bidder Declaration Form; SECTION VI – ANNEX D: BIDDER DECLARATION FORM
- 16.1.4. Completed Bidder's Previous Experience; SECTION VI – ANNEX E: BIDDER'S PREVIOUS EXPERIENCE in PDF format.
- 16.1.5. Technical Bid, including documentation to demonstrate that the Bidder meets all requirements. The Technical Bid should be presented concisely and structured to include but not necessarily be limited to the information listed in SECTION II – ANNEX B: INSTRUCTIONS FOR PREPARING TECHNICAL BID in PDF format
- 16.1.6. Supporting documents/information per the Supplier Qualification Requirements; SECTION V: SUPPLIER QUALIFICATION REQUIREMENT
- 16.1.7. Performance Security; SECTION VII – ANNEX C: PERFORMANCE SECURITY in PDF format.
- 16.1.8. Copy of last three years of audited financial statements.

17. Financial Bid

- 17.1. Bidders must complete the Price Schedule Form in accordance to SECTION VI – ANNEX F: PRICE SCHEDULE FORM – both in PDF format (signed version) and excel format. The separate Financial Bid must contain a quotation in a single currency, itemizing all services to be provided.
- 17.2. Please consider the following information when completing the Price Schedule Form:
 - 17.2.1. The Price Schedule Form must provide a detailed cost breakdown, as shown in SECTION VI – ANNEX F: PRICE SCHEDULE FORM. Bidders are required to provide separate figures for each of the steps for each item.
 - 17.2.2. Estimates for out of pocket expenses should be listed separately. Where installation, commissioning, training or other similar services are required to be performed by the Bidder, the Bidder shall include the prices for these services broken down into itemized prices.
 - 17.2.3. All prices/rates Bid must be exclusive of all taxes, since UNFPA is exempt from taxes. The applicable unit of measure should be clearly indicated.
 - 17.2.4. Submit this Financial Bid in a separate envelope/email from the rest of the Technical Bid.

18. Partial & Alternative Bids

- 18.1. Partial Bids are not allowed under this RFP.
- 18.2. Alternative bids are not accepted. In the event of a supplier submitting more than one bid, the following shall apply:

- 18.2.1. All bids marked alternative bids will be rejected and only the base bid will be evaluated.
- 18.2.2. All bids will be rejected if no indication is provided as to which bids are alternative bids.

19. Submission, sealing, and marking of Bids

- 19.1. The Bid process shall be conducted through a TWO-envelope system. Interested Bidders are requested to submit their Technical Bid separately from their Financial Bid containing price information.
- 19.2. UNFPA provides alternative methods of Bid submission:
 - 19.2.1. Electronic Bids may be submitted via email in accordance with the guidelines provided in clause 20.3.
 - 19.2.2. Hard copy Bids may be delivered personally, by mail, or by courier in accordance with the guidelines provided in clause 20.4
 - 19.2.3. Any of the above options is acceptable and only one method is required. In accordance with UNFPA's green procurement initiative, electronic submissions are strongly encouraged.

19.3. Submission of electronic Bids

- 19.3.1. Bidders must enter the following text in the subject line: UNFPA/TUR/RFP/24/001, *Company Name*, and specify "Technical Bid" or "Financial Bid". Example below:
 - 19.3.1.1. UNFPA/TUR/RFP/24/001 [*Company name*], Technical Bid email X
 - 19.3.1.2. UNFPA/TUR/RFP/24/001 [*Company name*], Financial Bid
 - 19.3.1.3. Submissions without this text in the subject line may be rejected.
- 19.3.2. Electronic submissions must be sent only to procurement.turkiye@unfpa.org Bids received at procurement.turkiye@unfpa.org mailbox shall not be opened before the scheduled opening date. Sending the Bid to any other email address, including as a carbon copy (cc), will violate confidentiality and result in the invalidation of the Bid.
- 19.3.3. The total size of the email submission must **not exceed 25 MB**, including e-mail body, attachments, and headers.
- 19.3.4. It is recommended that the entire Bid be consolidated into as few attachments as possible, in commonly-used file formats in accordance to what has been stated in clauses 17 & 18. If the Bid consists of large files, it is recommended that these files be sent in separate emails prior to the submission deadline. Multiple emails must be clearly identified by indicating in the subject line "email X" sequentially, and the final "email Y – final".
- 19.3.5. It is the Bidder's responsibility to ensure that Bids sent by email are received by the submission deadline. Bidders will receive an auto-reply acknowledging the receipt of each email when it is received by UNFPA's email system. If you do not receive an auto-reply, inform **Yaprak Öncel, Humanitarian Procurement Operations Associate** at: yoncel@unfpa.org

19.4. Submission of hard copy Bids

19.4.1. Bidders must prepare one Original set of all Bid documents, In addition to the hard copy; Bidders should enclose their Bid documents in a USB or CD containing an electronic version of the Bid. In the event of a discrepancy between the electronic and the hard copy version, the hard copy document will govern. Please assure to use separate media (USB or CD) for the Technical Bid and Financial Bid.

19.4.2. Marking of hard copy Bids

19.4.2.1. The **outer envelope** must be clearly marked with:

UNITED NATIONS POPULATION FUND (UNFPA)
Oran Mahallesi Kudüs Caddesi 1/21 Blok Daire: 38
Çankaya/Ankara
TÜRKİYE
UNFPA/TUR/RFP/24/001, *Company Name*
Attention: **Zeynep Ülfeti**
TO BE OPENED ONLY BY AUTHORIZED UNFPA PERSONNEL
DO NOT OPEN BEFORE [Insert date and Time of Bid opening]

19.4.2.2. The envelope must indicate the name and address of the Bidder. If the outer envelope is not sealed and marked as required, UNFPA will assume no responsibility in the event of Bid misplacement or premature opening.

19.4.2.3. The **inner envelopes** must be clearly marked with:

UNITED NATIONS POPULATION FUND (UNFPA)
Oran Mahallesi Kudüs Caddesi 1/21 Blok Daire: 38
Çankaya/Ankara
TÜRKİYE
UNFPA/TUR/RFP/24/001, *Company Name*
Attention: *Zeynep Ülfeti*
TO BE OPENED ONLY BY AUTHORIZED UNFPA PERSONNEL

Submission 1 of 2: UNFPA/TUR/RFP/24/001 [*Company name*], Technical Bid
Submission 2 of 2: UNFPA/TUR/RFP/24/001 [*Company name*], Financial Bid

20. Deadline for submission of Bid and late Bids

20.1. Bids must be delivered to the place, date and time specified in this RFP. If any doubt exists as to the time zone in which the Bid should be submitted, refer to <http://www.timeanddate.com/worldclock/>, or contact the Bid focal point.

20.2. Bids received after the submission deadline shall be declared late, rejected and the supplier informed by UNFPA accordingly. UNFPA will not be responsible for Bids that arrive late due to the courier company and any other technical issues which are not within the control of UNFPA.

21. Modification and withdrawal of Bids

- 21.1. Bidders are expected to have sole responsibility to examine the conformity of their Bids to the requirements of the RFP, keeping in mind that material deficiency in providing information requested by UNFPA, or lack of clarity in the description of goods or services to be provided may result negatively in the evaluation process of the Bids.
- 21.2. Bidders may modify, substitute or withdraw their Bid after submission, provided that written notice is received by UNFPA prior to the submission deadline.
- 21.3. Any proposed modification, substitution or withdrawal must be submitted in accordance to clause 20 - Submission, sealing and marking of Bids based on the approach utilized. The respective envelope or email shall be clearly marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL". Any revision to the Bid must be received by the deadline.
- 21.4. No Bid may be modified, substituted or withdrawn in the interval between the submission deadline and the expiration of the period of the Bid validity. No Bid may be modified, substituted or withdrawn after the submission deadline.

22. Storage of Bids

- 22.1. Bids received prior to the deadline of submission and the time of opening shall remain secure and unopened until the Bid opening date stated in UNFPA's RFP.

E. BID OPENING AND EVALUATION

23. Bid opening

- 23.1. UNFPA will conduct an internal Bid opening on **14 March 2024**, at **10:00 Istanbul time** at the office of United Nations Population Fund (UNFPA) Türkiye Country Office Oran Mahallesi Kudüs Caddesi 1/21 Blok No: 38 Çankaya Ankara TURKIYE.
- 23.2. Bids will be opened by an ad-hoc panel consisting of at least two staff members (of which one may be from a different United Nations agency/fund/program) and where at least one individual has no involvement in the subsequent stages of the procurement process. There will be separate Bid openings for Technical and Financial Bids. The Bidders' names and submitted documents shall be announced and recorded on the Technical Bid opening report.
- 23.3. A Bid opening report will be available for viewing only to Bidders who have submitted a bid or their authorized representatives for a period of thirty days from the date of the opening. Information not included in the Bid opening report will not be provided to Bidders.
- 23.4. Once the Technical evaluation has been completed, the Financial Bids will be opened. During the Financial Bid opening, the Bidders' names and the prices stated in the Financial Bid shall be announced and recorded on the Financial Bid opening report.
- 23.5. No Bid shall be rejected during Bid opening, except for late Bids. Rejected Bids will be shredded except for any bank securities, which will be returned to the Bidder.

24. Clarification of Bids

- 24.1. To assist in the examination, evaluation and comparison of Bids, UNFPA may ask Bidders for clarification of their Bids. The request for clarification and the response shall be in writing by UNFPA, and no change in price or substance of the Bid shall be sought, offered or permitted. Clarification of Bids may be provided only in response to UNFPA request for clarification or request for additional information.

25. Preliminary examination of Bids

- 25.1. Prior to the detailed evaluation, UNFPA shall examine the Bids to determine whether they are complete with respect to minimum documentation requirements, whether the documents are properly signed, whether any computational errors have been made and whether the Bids are generally in order.
- 25.2. The procurement official will determine the substantial responsiveness of each Bid to the RFP during the preliminary examination.
- 25.3. A substantially responsive Bid conforms to all the terms, conditions, and specifications of the Bidding documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:
 - 25.3.1. Affects in any substantial way the scope, quality, or services specified; or
 - 25.3.2. Limits in any substantial way, inconsistent with the Bidding documents, UNFPA's rights or the Bidder's obligations under the LTA; or
 - 25.3.3. If rectified would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids.
- 25.4. UNFPA considers material deviations to include, but not be limited to the following:
 - 25.4.1. During preliminary examination of Bids
 - 25.4.1.1. Absence of Bid form(s), change in the wording or lack of signature on key portions of the Bid form when this is clearly required. Any change in wording that is consistent with the standard format of the Bid form(s) is not a material deviation;
 - 25.4.1.2. The Bidder indicates in the Bid that they do not accept important LTA conditions, i.e. related to Force Majeure, Applicable Law, Delivery Schedule, Payment Terms, General Conditions of Contract and Limitation of Liability;
 - 25.4.1.3. Non submission of non-historical documents (documents that should be specifically prepared by the Bidder in response to this RFP) by the bid submission deadline.
 - 25.4.1.4. Non-eligibility of the Bidder;
 - 25.4.1.5. Financial information is included in the Technical Bid.
 - 25.4.2. During technical evaluation of Bids and qualification of Bidders:
 - 25.4.2.1. Bids do not reach the minimum threshold on technical score.
 - 25.4.2.2. The Bidder does not meet the minimum conditions for qualification.
 - 25.4.3. During Financial evaluation of Bids:
 - 25.4.3.1. The Bidder does not accept the required price correction in accordance to Section I: Instructions to Bidders, clause 27.1.3
 - 25.4.3.2. Required price components are missing;
 - 25.4.3.3. The Bidder offers less quantity than what is required
- 25.5. If a Bid is not substantially responsive to the Bidding documents, it shall be rejected by UNFPA and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.

26. Non-conformities, errors, and omissions

- 26.1. Provided that a Bid is substantially responsive:
 - 26.1.1. UNFPA may waive any non-conformities or omissions in the Bid that do not constitute a material deviation.

26.1.2. UNFPA may request the Bidder to submit the necessary information or documentation within a reasonable period of time to rectify non-material non-conformities or omissions in the Bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

26.1.3. UNFPA shall correct arithmetical errors on the following basis:

26.1.3.1. If there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail, and the line item total shall be corrected, unless in the opinion of UNFPA there is an obvious misplacement of the decimal point in the unit price. In that case the line item total as quoted shall govern, and the unit price shall be corrected;

26.1.3.2. If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected.

27. Evaluation of Bids

27.1. The evaluation of the Bids will be carried out in a two-step process by an evaluation panel, with evaluation of the Technical Bid being completed prior to any Financial Bid being opened and compared.

27.2. The Financial Bid will be opened only for those Bidders, where Technical Bids reach a minimum score of 60% and who have fulfilled the supplier qualifications. The total number of points a Bidder may obtain for Technical and Financial Bids is 100 points.

27.3. Information relating to the examination, evaluation, comparison, and post-qualification of Bids and recommendation of LTA award shall not be disclosed to Bidders or any other person not officially concerned with such process until the LTA award is published.

27.4. Any effort by a Bidder to influence UNFPA in the examination, evaluation, comparison, and post-qualification of the Bids or LTA award decisions may result in the rejection of its Bid.

27.5. Notwithstanding from the time of Bid opening to the time of LTA award, if any Bidder wishes to contact UNFPA on any matter related to the Bidding process, it should do so in writing.

28. Technical evaluation

28.1. The Technical Bid is evaluated on the basis of its responsiveness to the Terms of Reference shown in Section II, the Technical Bids submitted by the Bidders and the evaluation criteria published below.

* Bidders that fail in these queries will not be further evaluated

TECHNICAL EVALUATION CRITERIA POINTS (100 points in total)	Maximum points obtainable
I. CAPACITY/QUALIFICATIONS OF THE COMPANY	40 points
Company registration documents	Pass/Fail Criteria*
Compliance with minimum bid availability period	Pass/Fail Criteria*
Overall compliance with service requirements as indicated in ToR.	Pass/Fail Criteria*

Organization and staffing	0 - 40 points	
Years of experience in the field of recruitment/HR/Payroll management services	15 points	11 years
	10 points	6-10 years
	5 points	3-5 years
	0 points	Less than 3 years
Title/Detail/Client of similar Projects Completed/ On-Going within last 5 years with evidential documents	15 points	More than 6 projects
	10 points	4-6 Projects
	5 points	1-3 Projects
	0 points	No project
Bidder's financial capacity and size of the company for the last 3 years	10 points	More than 10 Million USD
	5 points	5 to 9,999 Million USD
	0 points	Less than 4,999 Million USD
II. PROJECT PROPOSAL QUALITY	60 points	
Sample reporting template	0-10 points	
Methodologies, policies, and procedures for delivering requested recruitment services and management of workforce	25 points	
Performance analysis/monitoring plan	0-10 points	
Proposed project team	0-15 points	

28.2. Scoring Scale System

28.2.1. The following scoring scale system will be used by the technical evaluation panel to conduct the Technical Bid evaluation objectively.

Degree to which the Terms of Reference requirements are met based on evidence included in the Bid submitted	Points out of 100
Significantly exceeds the requirements	90 – 100
Exceeds the requirements	80 – 89
Meets the requirements	60 – 79

Partially meets the requirements	1 –59
Does not meet the requirements or no information provided to assess compliance with the requirements	0

29. Supplier qualification requirements

29.1. The responses from the Bidders compared to SECTION VI – ANNEX C: BIDDER IDENTIFICATION FORM and SECTION VI – ANNEX E: BIDDER’S PREVIOUS EXPERIENCE of this document will be evaluated based on the criteria provided below to assess the degree of Bidder qualification for the proposed LTA.

Number	Supplier Qualification Parameter	Bid is acceptable? (YES/NO)	Justification
1	Legal and regulatory requirements	UNFPA shall examine the Bid to confirm that it does not contain any material deviations, reservation, or omission related to the General Conditions of Contracts (Section III)	
2	Bidder is established as a company and legally incorporated in the country		
3	Bidder is not a banned or suspended supplier		
4	Financial stability		
5	Bidder is experienced and technically capable of delivering the services		

29.2. Notwithstanding anything stated above, UNFPA reserves the right to assess the Bidder’s capabilities and capacity to execute the LTA satisfactorily before deciding on award.

29.3. Even though the Bidders may meet the above qualifying criteria, they can be subject to disqualification if they have made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements, and/or have a record of poor performance such as: not properly completing contracts, inordinate delays in completion, litigation history, financial failures, etc.

30. Financial evaluation

30.1. The Financial Bid will only be evaluated if the Technical Bid achieves the minimum score as indicated in clause 28.2 and is considered qualified through the supplier qualification process described in clause 30. Proposals failing to obtain this minimum technical threshold or those which will not be considered qualified through the supplier qualification process will not be eligible for further consideration.

30.2. The Financial Bid is evaluated on the basis of its responsiveness to the Price Schedule Form SECTION VI – ANNEX F: PRICE SCHEDULE FORM. The maximum number of points for the Financial Bid is 100. This maximum number of points will be allocated to the lowest price. All other Financial Bids will receive points in inverse proportion according to the following formula:

Financial Score =	Lowest Bid (\$)	X 100 (Maximum Score)
	Bid being Scored (\$)	

31. Total score

31.1. The total score for each Bidder will be the weighted sum of the technical score and financial score. The maximum total score is 100 points.

Total Score = 60% Technical Score + 40% Financial Score

F. AWARD OF LONG TERM AGREEMENT AND FINAL CONSIDERATIONS

32. Award of long term agreement (LTA)

32.1. UNFPA intends to award a single LTA to the Bidder that obtains the highest combined score of the Technical and Financial evaluation.

33. Rejection of Bids and annulments

33.1. UNFPA reserves the right to reject any Bid if the Bidder has previously failed to perform properly or on time in accordance with previous contracts/Purchase Orders or if the Bidder from UNFPA’s perspective is not in a position to deliver Purchase Orders that will be issued pursuant to the LTA(s).

33.2. UNFPA reserves the right to annul the RFP and reject all Bids at any time prior to award of the LTA without thereby incurring any liability to the affected Bidder(s) or any obligation to provide information.

33.3. Bidders waive all rights to appeal against the decision made by UNFPA.

34. Right to vary requirements and to negotiate at time of award

34.1. At the time of award of the LTA and any Purchase Order(s) pursuant to the LTA UNFPA reserves the right to vary the quantity of goods and/or services specified in the RFP without any change in the hourly/daily or any other rates or prices proposed by the Bidders or other terms and conditions.

34.2. UNFPA reserves the right to negotiate the price with the Bid winner before awarding the LTA to ensure that the Financial Bid is competitive on all aspects of the price.

34.2.1. The purpose of negotiations of offers selected based on the ‘cumulative analysis methodology’ is to ensure that the technical proposal is in line with requirements and that the financial proposal is competitive on all aspects of the price.

34.2.2. In the negotiations, any deficiency in the offer will be pointed out to the supplier. The supplier will be allowed to make adjustments in the proposal in order to improve and

more clearly specify the contents of the offer. However, under no circumstances shall the requirements (Terms of Reference/specifications) be changed.

35. Signing of the long term agreement (LTA)

- 35.1. The procurement official will send the successful Bidder the LTA valid for 2 years and 1 year possible extension, which constitutes notification of award. Successful Bidder shall sign and date the LTA, and return it to UNFPA within 10 calendar days of receipt of the LTA. To facilitate the process of signing the LTA, Bidders are expected to have reviewed the LTA template found in SECTION VII – ANNEX A: LONG TERM AGREEMENT TEMPLATE of the Bidding documents prior to submitting a Bid. After receipt of any Purchase Order(s) issued pursuant to the signed LTA, the successful Bidder shall deliver the services in accordance with the delivery schedule outlined in the Purchase Orders.
- 35.2. The LTA will be established between the successful Bidder and UNFPA to allow UNFPA to contract the provision of the specified services. The resultant Agreement represents an offer on the part of the successful Bidder to provide UNFPA with services, at the prices agreed and under the Conditions of Contract detailed for the duration of the Agreement. These Agreements will not be considered as contracts, nor oblige UNFPA to any financial commitment whatsoever. Only Purchase Orders made pursuant to such Agreements will constitute a commitment on UNFPA's part.
- 35.3. UNFPA reserves the right to discontinue the agreements if the supplier's performance is not satisfactory to UNFPA.
- 35.4. The LTA holders shall hold the prices fixed and not subject to change throughout the validity of the Agreements. LTA holders shall be responsible to apply any special offer or discounts (if applicable) which may become effective at the time of fulfilling the order to any Purchase Order(s) issued under the Agreements. Such discounts shall be reflected in the corresponding supplier invoices.

36. Publication of Contract Award

- 36.1. UNFPA will publish the contract award on the [United Nations Global Marketplace](#) with the following information: Supplier Name and Country, Description of the Goods or Services and the date of the contract.
- 36.2. Additionally, for every Purchase Order UNFPA will publish on the [United Nations Global Marketplace](#), unless it is deemed to be in the interest of UNFPA not to do so: Purchase Order reference Number, Description of the Goods or Services procured, Beneficiary Country, Supplier Name and Country, Purchase order amount and the issue date of the purchase order.

37. Payment Provisions

- 37.1. UNFPA's policy is to pay for the performance of contractual services rendered or to effect payment upon the achievement of specific milestones described in the contract.

38. Bid protest

- 38.1. Bidder(s) perceiving that they have been unjustly or unfairly treated in connection with a solicitation, evaluation, or award of a LTA may complain to the UNFPA Head of the Business Unit Mariam Khan, Representative, Türkiye Country Office at mkhan@unfpa.org. Should the supplier be unsatisfied with the reply provided by the UNFPA Head of the Business Unit, the

supplier may contact the Chief of the Supply Chain Management Unit (SCMU) at procurement@unfpa.org.

39. Documents establishing sustainability efforts of the Bidder

39.1. Currently UNFPA is requesting information on environmental and social policies and related documentation with Bids submitted by prospective suppliers. UNFPA is incorporating environmental and social criteria considerations into the evaluation process, such as adherence to Global Compact requirements (more information can be accessed here, <http://www.unglobalcompact.org/>, or by contacting Supply Chain Management Unit at procurement@unfpa.org). UNFPA encourages suppliers to consider joining the UN Global Compact and to look into other ways to help reduce their environmental impact now.

SECTION II: TERMS OF REFERENCE (TOR)

TERMS OF REFERENCE (ToR) FOR PROVISION OF RECRUITMENT AND PAYROLL MANAGEMENT SERVICES FOR SERVICES IN TÜRKIYE UNITED NATIONS POPULATION FUND (UNFPA)

IMPORTANT NOTES:

1. INTRODUCTION

2. CONTEXT

3. OBJECTIVES AND SCOPE OF THE WORK

Overtime Payment

Working time and annual leave arrangements

Temporary Assignments

Short-Term Assignments

Well-Being of Personnel

Geographic Scope

4. METHODOLOGY

5. EVALUATION PROCESS

8. INDICATIVE TIMEFRAME

10. MANAGEMENT

Equality:

Code of conduct

IMPORTANT NOTES:

The baseline (gross) salaries of the positions are fixed rates, subject to potential adjustment(s) at the discretion of UNFPA. Salary adjustment might be linked to the official Minimum Wage or Civil Servant increase applicable in Türkiye, or any other benchmark / reason deemed appropriate by UNFPA. In case of salary adjustment, the other elements of the all-inclusive service charge shall remain in accordance with the respective rates governed by official decree and/or percentage proportionate to the net pay (take-home) salaries quoted in response to this RFP in the financial offer. All other terms and conditions of the tender remain constant throughout the Frame Agreement period. Any adjustments to service wages are subject to prior written confirmation from UNFPA.

. In case of salary adjustment, the following main principles apply:

- Baseline: Service charges on the basis of the tender stipulated Net Take Home salaries shall be considered as a baseline for the initial salary increase. Service charges applicable at the time of subsequent salary increases to be considered as a baseline for each following occasion, if any.
- Legal Cost Component A: Employee and Employers premium to be fully in line with the pertaining tax legislation and limited to the rates governed by official decree. (applicable for the initial quotation and subsequent increases, if any)
- Legal Cost Component B: In case of salary increase, the adjustment of the Fees related to Severance, Annual Leave and Notice Period and other related costs shall remain within the ratios applied in the original quotation (ratio of Legal Cost B against the Total Employer Cost to remain unchanged)
- Management Fee: the percentage of management Fee to remain unchanged as well.

- i. There are approximately 40 full-time personnel already recruited in UNFPA's Partner entities in a variety of locations across Türkiye. Please refer to Section II Annex A for the breakdown of personnel and the locations of the support provided. To maintain service continuity and build on the benefits achieved from on-the-job coaching and tailored trainings, the potential service provider is expected to retain and/or take-over the willing existing workforce. This means the existing service provider will pay severance to individual beneficiaries. By participating in this tender, potential bidders are expected to consent to the take-over of existing contracts in liaising with UNFPA Türkiye Office to minimize interruption and enhance service continuity.
- ii. Mid and senior level managers who will be hired are expected to play roles in coordination between the contractor, project staff and UNFPA.
- iii. Recruitment component of personnel is to provide potential bidders an indicative estimate of the new requirement.
- iv. UNFPA pays special attention for those foreign nationalities among the refugee/migrant community to benefit from the job opportunities within the agreement, especially for the translator and outreach worker position.
- v. The indicated salaries are gross pay of the personnel. Additional entitlement requirements are envisaged in the pay package such as food (ticket/sodexo) and travel expenses for missions.
- vi. Certain number of personnel may be required to travel on missions in other cities of the country. The service provider is expected to cover accommodation and travel expenses for the staff and per diem will be paid based on agreed rates with UNFPA. All air transport to/from any destination and hotel accommodation must be pre-approved by UNFPA's contract/project manager/coordinator.
- vii. In case of missions to other provinces, advance payments can be made for the project staff to cover some of the mission expenses.
- viii. Timeliness is essential for the recruitment. Therefore, the Contractor shall strictly adhere to the proposed time schedule.

The above figures, job titles, positions, and information are stated to provide potential bidders an indicative estimate of the requirements. It does not represent a commitment that UNFPA will recruit a minimum number of personnel. Numbers may vary and will depend on the actual requirements and funds available. UNFPA has the right to request, from the Contractor, an additional number of workforce to be recruited for additional activities and/or additional/different locations at a later stage during the contract. UNFPA and/or their counterparts may also request changes in titles, positions, replacement and/or transfer the Project Personnel based on the actual requirement of the Project during its execution.

1. INTRODUCTION

Türkiye hosts about 3.5 million refugees. Despite significant progress, the most vulnerable groups still face numerous protection risks, with limited or no access to mainstream protection services in Türkiye. These include refugee women and girls, adolescents and youth, unregistered refugees, most vulnerable refugees among diverse sexual orientations, gender identity, gender expression and sex characteristics and refugees living with HIV.

In addition, the most vulnerable refugees often experience stigma and discrimination based on sexual orientation, gender identity/norms, occupation, health status and gender-based violence (GBV) history. Lack of specialization and technical expertise on sexual and reproductive health (SRH), mental health and psychosocial support (MHPSS) and insufficient GBV specific case management among service providers also lead to poor access to services.

UNFPA has been responding to the health, protection and basic needs, particularly of the most vulnerable refugees and host communities in Türkiye since 2012 through its humanitarian programme. In this context, UNFPA has been implementing “Increasing Access of Most Vulnerable Groups to Protection Services in Türkiye” since 2018. Within the scope of the project 5 service units (in Istanbul, Ankara, Eskisehir, Mersin and İzmir) provide specialized services tailored to the needs of each target group. Services include protection information sharing, GBV case management, legal counseling, psychosocial counseling and sexual and reproductive health (SRH) counseling . A refugee support line (0850 888 0539) is operational 24/7 hours in 4 languages: Arabic, Persian, English, and Turkish.

This tender aims to support UNFPA and its partners in assisting all people in need through a service contract for the recruitment and management of workforce (hereinafter referred to as “the Project Personnel”).

Section II Annex A provides additional information on the following:

Entity; and Number of workforce personnel and profiles required.

The project overview, overall scope, job profiles, and estimated number of personnel required are as follows:

Title	Job category	Number of personnel	Gross Salary	Job description
Protection officer	Service Provider	6	56.660,00 TL	See Annex 1
Legal counselor	Service Provider	4	56.660,00 TL	See Annex 1

Psychosocial counselor	Service Provider	2	56.660,00 TL	See Annex 1
Doctor	Service Provider	1	97.540,00 TL	See Annex 1
Nurse/midwife	Service Provider	1	45.635,00 TL	See Annex 1
Translator/Health mediator/Outreach worker	Service Provider	26	43.520,00 TL	See Annex 1
Senior case supervisor	Mid-level manager	1	84.830,00 TL	See Annex 1
Project coordinator	Senior manager	1	106.655,00 TL	See Annex 1
Senior project associate (legal case supervisor/orientation sociate/capacity building associate)	Manager	3	72.845,00 TL	See Annex 1
Project Associate (M&E associate, cash/case supervisor, office representative, operations associate)	Manager	7	63.620,00 TL	See Annex 1
Project assistant	Manager	1	51.220,00 TL	See Annex 1

Office assistants	Administrative support	4	41.375,00 TL	See Annex 1
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2. CONTEXT

This ToR specifies the details for the Recruitment and Payroll Management Services for UNFPA Türkiye. UNFPA Türkiye Country Office has been working on sexual and reproductive health (SRH) and rights including promoting mother and child health, empowering young people fulfill their potential, promoting gender equality, combating against gender based violence (GBV) and enhancing collection, use, and dissemination of development data in collaboration with state institutions, non-governmental organizations, private sector and universities.

UNFPA Türkiye has also been supporting the humanitarian response efforts of Türkiye on promoting SRH and mitigating the risks of GBV as well as response to GBV in Türkiye. In this context UNFPA prioritizes the protection and SRH needs of most vulnerable groups as a path towards empowerment and contributes to strengthening protection service mechanisms in line with its mandate.

Based on the above, this ToR describes the provision of recruitment and payroll management services as an outsourced service for the management of UNFPA supported service units.

3. OBJECTIVES AND SCOPE OF THE WORK

The Service Provider shall provide UNFPA with any or all services in relation to outsourcing of human resources.

The objective of this tender is to solicit the services of a recruitment agency which will recruit, deploy, and manage the required Project Personnel and serve as the legal employer of the deployed personnel to UNFPA or its Partner agencies. The recruitment agency will be in charge of all contractual and employment procedures of the auxiliary workforce including, but not limited to, social security, taxes, indemnities, financial, and other entitlements, as well as employment, onboarding, and contract termination within the framework of the respective regulations of Türkiye.

The day-to-day tasking and instructions of the deployed personnel will be undertaken by the receiving institution. It should be noted that the personnel distribution (see Annex A-2) is subject to change/modifications based on actual needs and will be formally communicated to the service provider by UNFPA.

It shall be acknowledged that the Project Personnel shall not hold themselves as employees of UNFPA and/or its assigned entity, or other Partners. This should be clearly communicated with Project Personnel by the Contractor before, during and after the recruitment and deployment. Project Personnel to understand that all rights shall be claimed vis-a-vis their legal employer, and not UNFPA, or other Partners.

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

Timelines are essential for the recruitment of required personnel, therefore, the Contractor shall strictly adhere to the proposed time schedule.

The process workflow:

1. UNFPA shares the position functional title and terms of reference for the position with the Service Provider;
2. The Service Provider provides from its available database qualified candidates;
3. In parallel, the Service Provider shall, based on the sourcing/search methodology agreed upon in the Frame Agreement, proactively identify potential candidates, including, but not limited to, through advertisements for the respective vacancies in national print media and appropriate on-line; Such advertisement shall not carry the UNFPA logo neither identify UNFPA as the prospective contractor/employer. The advertisement will be published for an adequate period of time;
4. Collaborate and periodically liaise with UNFPA's counterparts and UNFPA 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.
5. Prepare vacancy announcements and advertise vacancies in a transparent and non-discriminative manner, ensuring gender balance between the recruited personnel, making efforts to enhance the recruitment of women, people living with HIV or from other vulnerable groups.
6. Conduct functional tests and/or panel interviews on long-listed candidates and short-list them for the review of UNFPA and/or its Partner entity. The Contractor shall acknowledge that UNFPA/its Partner may attend some, or all, of the interviews as part of quality control without prior notice.
7. Upon request, detailed report of the shortlisting process to be availed to UNFPA and or Partners. Report and supporting documents shall clearly record relevant steps taken to achieve the respective shortlist and include data of the longlisted candidates and reason of pass/fail to the shortlisting stage. Such reports shall be prepared and shared in consideration of the relevant Data Protection rules and regulations.
8. Provide consultation services for each recommended candidate and present a summary of findings of short-listed candidates along with their 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 the respective Partner and/or UNFPA.
9. Communicate as necessary with candidates keeping them informed of the progress of their applications.
10. 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.
11. Interested candidates will be assessed by a panel composed of the Service Provider, UNFPA and the relevant experts of the project;
12. Correspond with the selected candidates regarding the terms and conditions of employment and send regret letters via email to unsuccessful short-listed candidates who are not selected as Project Personnel.

13. Provide contracting services, including provision of payroll services, adherent to Local Labour Law, International Labour Law and Work Regulations of Türkiye.
14. Each candidate will be required to sign and comply with the UNFPA Code of Conduct and the oath of confidentiality which shall be shared with UNFPA.
15. Selection of the most suitable candidate according to jointly agreed, well established and transparent procedures, under the specific TOR provided by UNFPA; Prepare the technical evaluation report with supportive documents i.e. the signed TOR, shortlist, diplomas of each shortlisted candidate, minutes of the interview, CV of the selected candidate, IDs, etc.;
16. Conduct at least 3 reference checks with current (if consent given) and previous supervisors on selected candidates, including specific UNFPA reference check questions such as sexual misconduct (including reference from previous employers and self-declaration); Conduct verification of academic degree (where relevant),
17. Verification that the individual is NOT on listed on the UN sanctions list;
18. For foreign personnel: initiates the work permit application; monitors its progress; manages the procedures; applies for extensions for those requiring renewal.
19. Provide UNFPA with the complete file of the selected candidate when required (CV, all documents that need to be kept in the personnel file according to the provisions of the Labor Law., positive reference checks).
20. When the offer is accepted, draft the agreement to be signed between the Service Provider and the selected candidate according to Labour Law and/or International Labour Law in Türkiye and related regulations in place. UNFPA reserves the right to request a copy of the draft agreement before signature by the Service Provider and the selected candidate for audit purposes. The agreements will be drafted in both Turkish, English and Arabic/Farsi when needed; the template of the contract from the General Directorate of International Labor for candidates applying for a work permit will be prepared in the candidate's native language and in Turkish.
21. Ensure on-going communication and day-to-day support for Project Personnel. Furthermore, the Contractor shall acknowledge that UNFPA, project's administrative team and UNFPA's counterparts will exercise overall direction and day-to-day supervision of the Project Personnel, including certifying their attendance record sheets and evaluating their performance against their assigned tasks.
22. Be liable for all acts and omissions (whether negligent or otherwise actionable) of the Project Personnel.
23. Promptly notify UNFPA and its partners in case of any concerns about the Project Personnel's performance, conduct, and absence.
24. 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 periods of vacation, illness, maternity or similar leave of the Project Personnel.
25. Maintain a pool of trained personnel who may be on standby to be deployed as replacement in case of a dismissal or resignation.
26. Update UNFPA and its partner entities on progress and relevant matters as necessary.
27. Do not utilize or publish UNFPA names, logos, images, or any data or results arising from this RFP as a part of any commercial advertising without first obtaining the prior, written consent of UNFPA. All such requests, if any, shall be directed to UNFPA through its designated personnel members, who shall coordinate such approvals.
28. Pay the agreed salary for Project Personnel each month as per the contract issued to the employees.
29. Take immediate steps to ensure termination and/or extension of the contract(s) of the Project Personnel upon receipt of written request from UNFPA.
30. Keep records of all recruitment processes and individual files for each of the Project Personnel.

31. Monitor and report the performance of Project Personnel on a monthly basis for quantitative Key Performance Indicators (KPI), on a quarterly basis for qualitative performance reports.
32. Take necessary and timely steps to put underperforming personnel into an improvement path with strict monitoring, in close coordination with UNFPA and Partners
33. Provide suitable workforce with the right attitude and aptitude well-suited for the refugee plight. This includes support mechanisms for the auxiliary workforce regarding work-related psycho-social support.
34. Provide Occupational Safety Training to all newly recruited staff members.
35. Comply with the regulation on: all workplaces comply with the obligation to have an occupational safety specialist and a workplace physician.

Overtime Payment

36. Due to operational realities, employees may have tasks and duties outside standard office hours; the company provides technical support for planning the daily working hours to meet operational needs without causing overtime.

Working time and annual leave arrangements

37. The weekly working hours are 45 hours. The weekly day off is one day, typically on Sundays. Due to operational requirements, the weekly day off can be rescheduled to other days of the week with a written notice given one week in advance.
38. UNFPA 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.
39. All types and durations of leave, including annual leave, are governed by the provisions of the Turkish Labor Law.

Temporary Assignments

40. UNFPA reserves the right to assign project personnel temporarily in other provinces based on the operational requirements.

Short-Term Assignments

41. UNFPA may request to assign project personnel for a short period of time to attend activities such as workshops, meetings, trainings, etc. based on the operational requirements.

Well-Being of Personnel

42. The selected Service Provider is expected to recruit, deploy, and maintain well-motivated, competent, and inspired personnel.
43. Linked to the above, the potential Service Provider is expected to monitor the physiological and psychological well-being of the deployed project personnel throughout the contract duration. The selected Service Provider shall establish a mechanism to monitor and support personnel to address:

- i. Work related psycho-social issues such as stress, trauma, interpersonal conflicts, communication, all forms of harassment, job insecurity etc.

- ii. Personal psycho-social issues such as family, marital, children, financial stress, or other related problems.
- iii. Identify acts which contravene with the effective functioning of the project and personnel wellbeing, established procedures, rules and regulations including the prevention of and reporting of harassment of any form.

Geographic Scope

44. The geographic scope of the work will cover the following provinces; Eskisehir, Istanbul, Izmir, and Mersin where the UNFPA supported service units are located. However UNFPA reserves the right to add additional locations based on the programmatic needs.

4. METHODOLOGY

Invoicing Methodology

The potential Service Provider is expected to replace absent personnel, i.e., during instances of leave, sick leave, or any other causes of absence. Despite this, and in the event of absence being inevitable, the Service Provider will be invoiced as follows:

- a) Full monthly presence/no absence: quoted monthly service fee rate by profile category
- b) Duly justified, proven, and verified sick leaves with the duration of up to two (2) working days will be considered as Working Days and not subject to deductions in terms of payment of service charges and related entitlements.
- c) ≥ 15 workdays: monthly service rate, less the number of days absence
- d) ≤ 14 workdays: daily rate is applied.
- e) Daily rate calculation for full time employee = Monthly Total Cost to UNFPA/30 days
- f) For absences of 5 consecutive workdays, the daily rate or included weekend is deducted.
- g) A month is considered as 30 days.

PAYMENT TERMS AND CONDITIONS:

UNFPA shall, on the fulfillment 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 UNFPA and/or its Partner's confirmation of satisfactory service delivery in the form of certified presence timesheets.

This will serve to trigger the approval of deliverables by UNFPA 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 UNFPA within the time frames stipulated in the ToRs and UNFPA 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 UNFPA and/or Partner, the Contractor shall not receive any payment even if Personnel invested time for the 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 upon the receipt and acceptance of submission of duly signed and certified monthly timesheets for each personnel member.

UNFPA shall also set up a complaint mechanism in order to receive complaints that may concern the employee and their work. UNFPA retains its rights to cease the contractual obligation towards the person who is evaluated as not meeting the required standards or undertakes actions infringing the rights or safety of the recipient of the service.

5. DELIVERABLES

1. The Contractor shall be responsible for submitting following documents as deliverables during the term of the Frame Agreement

	Estimated Submission Date of Report	Deliverables/Reports
1	When required to fill vacant position(s) and/or to maintain a pool of trained personnel who are on standby to be deployed	Presentation/s of short-listed candidate/s
2	Monthly	Duly signed and certified monthly timesheets including vacation, sick leave etc. submitted for each personnel. (Official "service certification" letter from UNFPA's assigned entity/partner shall be provided by the Contractor) Monitoring and Evaluation Reports The quantitative KPIs for each employee
3	Weekly Report (when needed)	The weekly progress report is to reflect the status of personnel (including newly recruited, transferred, and dismissed personnel) and the vacancies per center
4	Biannual Qualitative Report	The qualitative KPIs to be collected and analyzed for each employee
5	When Required	Analysis of charges and deductions under Turkish laws and regulations

6	When Required	Mobilization Reports on the replacement of temporarily and/or permanently absent personnel (for resignation, vacation, illness, or maternity leave of personnel). The report shall detail information including, but not limited to, the number of personnel, days of mission, and locations.
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2. All deliverables shall be submitted to the UNFPA Contract Manager for final approval.
3. All deliverables are subject to approval from UNFPA's Contract Manager in order to issue payments.
4. The reporting language should be in English unless otherwise indicated.
5. Reports must be accessible in Excel and Word format.

6. INDICATIVE TIMEFRAME

The assignment is expected to start on 01 April 2024 (starting date is indicative and may be updated considering actual contract signature date) and completed until 31 March 2025. Should neither party raise objections, the agreement shall automatically extend for an additional year.

7. MANAGEMENT

Service quality of the Contractor shall be monitored through a monitoring plan which will be agreed upon by UNFPA.

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

The Contractor shall assign dedicated representatives for communication and reporting purposes committed to this specific UNFPA Project. Mid and senior level managers that will be recruited in the project will support strengthening monitoring of project personnel and coordination between UNFPA and contractor.

It is expected that the representative of the Contractor shall work in close collaboration with relevant representatives of UNFPA for efficient and effective delivery of services.

Minimum Organizational Requirements

- The contractor will assign minimum one dedicated senior representative for communication and reporting purposes with following requirements;
- Proposed company personnel with proven English skills.
- The assigned company representative should hold a minimum bachelor's degree in Business Administration, Finance or Human Resource Management or similar.

Equality

UNFPA 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 UNFPA General Conditions of Contracts for the Provision of Services (Annex E).

Code of conduct

The company and all employees/suppliers of the company must refrain from any misconduct (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 UNFPA.

SECTION II – ANNEX A: INSTRUCTIONS FOR PREPARING TECHNICAL BID

The Technical Bid should be concisely presented and structured in the following order to include, but not necessarily be limited to, the following information:

1. Brief description of the firm and the firm's qualifications: providing information that will facilitate our evaluation of your firm/institution's substantive reliability, such as catalogues of the firm, and financial and managerial capacity to provide the services.
2. Your firms' understanding of the requirements for services and the objective of this project, including assumptions: Include any assumptions as well as comments on the data, support services and facilities to be provided as indicated in the TOR or as you may otherwise believe to be necessary.
3. Proposed Approach, Methodology, Timing and Outputs: any comments or suggestions on the TOR, as well as your detailed description of the manner in which your firm/institution would respond to the TOR. You should include the number of person hours/days in each specialization that you consider necessary to carry out all work required.
4. Proposed Team Structure: The composition of the team that you would propose to provide to the assignment, and the work tasks (including supervisory) which would be assigned to each. An organogram/organization chart illustrating the reporting lines, together with a description of such organization of the team structure should support your Bid.
5. Proposed Project Team Members: attach the curriculum vitae of the senior professional member of the team and members of the proposed team.
6. Detailed description of your proposed deliverables.
7. Detailed project plan (Gantt chart) showing the required resources and support from your firm as well as from UNFPA.
8. Detailed description of the technical specifications of your Bid.
9. A list of tasks which are out-of-scope versus in-scope.
10. Why would you be qualified for this project (Similar reference deliverables, ideally with live examples).
11. UNFPA requests Bidders to submit information on environmental and social policies and any related documentation in their Bid.
12. Copies of current certificates such as GMP/quality, FSC/CPP, manufacturer's ISO certificate for any product, manufacturer's CE certificate, USA 510k, Japan QS standard, etc. as and if applicable
13. All standard forms as explained under clause Section I: Instructions to Bidders, clause 17.1

Bidder(s) should not include any information or indications related to their Financial Bid in their Technical Bid. Such action will definitely lead to disqualification of the entire Bid.

SECTION III: GENERAL CONDITIONS OF CONTRACT

UNFPA's General Conditions of Contract are available through the links below as well as attached as a separate PDF document in this RFP.

Provision of Services	For contract/PO values equivalent or over USD 100,000 covering services	English	French	Spanish
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SECTION IV: UNFPA SPECIAL CONDITIONS OF CONTRACT

<p>PERFORMANCE SECURITY</p>	<p>A Performance Security shall be required.</p> <p>“The performance security in original shall be submitted within ten (10) working days from the date of the contract. The amount of the performance security shall be 6 % of the estimated expenditure.</p> <p>The performance security shall be unconditional and irrevocable and in the form of either:</p> <ul style="list-style-type: none"> ● An unconditional bank guarantee ● A demand draft ● A cashier’s check ● A certified check <p>In the event of successful Bidders submitting the performance security in the form of a check or demand draft in favor of UNFPA, such documents shall be accompanied by a signed statement from the issuing bank on its letterhead indicating the validity period and confirming irrevocability of the check or demand draft during the required period. Banks issuing performance securities must be acceptable to the UNFPA comptroller, i.e. banks certified by the central bank of the country to operate as commercial bank.</p> <p>The performance security shall be denominated in the currency of payment of the contract, in accordance with their portions of the contract price, and shall have a validity period of <i>45 days after the date of completion indicated in the contract</i>] days. UNFPA reserves the right to request an extension of the performance security.</p> <p>Discharge of the performance security shall take place upon expiration of the performance security or upon confirmation of receipt of the goods/services by the recipient. The performance security shall then be returned to the successful Bidder by UNFPA.</p> <p>UNFPA will normally require a performance security or other suitable security arrangement in accordance to SECTION VII – ANNEX C: PERFORMANCE SECURITY</p>
<p>GOODS AND SERVICES DEFINED</p>	<p>Goods are hereinafter deemed to include, without limitation, equipment, spare parts, commodities, raw materials, components, customized and standard software as required, intermediate products and products the successful Bidder is required to supply under the contract.</p>

	<p>Services are to include design, installation and commissioning, training services, technical assistance and warranty services as required to supply in the contract.</p>
<p>KEY PERFORMANCE INDICATORS</p>	<p>Successful Bidder’s performance will be monitored and evaluated by UNFPA on a yearly basis to enable the assessment on the effectiveness, efficiency and/or consistency of goods/services provided. The results of the evaluation will be communicated to the supplier to enable improvements. An extension of the contract will take into consideration results of performance evaluation(s). The evaluation will be based on, but not limited to, the following key performance indicators:</p> <p>Services:</p> <ul style="list-style-type: none"> ● Expected output achieved ● Satisfactory level of quality and technical competence ● Effective and timely communication and professionalism <p>Key performance indicators may be modified and/or added during the validity of this contract.</p>
<p>PAYMENT TERMS</p>	<p>UNFPA’s policy is to pay for the performance of contractual services rendered and/or to effect payment upon the achievement of specific milestones described in the contract.</p> <p>UNFPA’s policy is not to grant advance payments except in unusual situations where the potential supplier, whether a private firm, non-governmental organization or a government or other entity, specifies in the Bid that there are special circumstances warranting an advance payment. UNFPA will normally require a bank guarantee or other suitable security arrangement in such cases.</p> <p>Any request for an advance payment is to be justified and documented, and must be submitted with the Financial Bid. The justification shall explain the need for the advance payment, itemize the amount requested and provide a time schedule for utilization of said amount. Information about your financial status must be submitted, such as audited financial statements on 31 December of the previous year and include this documentation with your financial bid. Further information may be requested by UNFPA at the time of finalizing contract negotiations with the awarded Bidder.</p>
<p>LIQUIDATED DAMAGES</p>	<p>In the event of a LTA being issued and in case the Vendor fails to deliver/perform the services in accordance to the milestones stipulated in the LTA and/or Purchase Order, UNFPA reserves the rights to claim liquidated damages from the Vendor and deduct 3% of the value of the services pursuant to the Purchase Order per additional week of delay, up to a maximum of 10% of the value of the Purchase Order. The payment</p>

	or deduction of such liquidated damages shall not relieve the Vendor from any of its other obligations or liabilities pursuant to any current Contract or Purchase Order.
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SECTION V: SUPPLIER QUALIFICATION REQUIREMENTS

1. Legal and regulatory requirements

1.1. This will be judged based on the bid confirmation form submitted by the Bidders. Special consideration will be given to the Bids not suggesting any alternative or suggesting alternatives that are fully acceptable to UNFPA. Bids should clearly indicate where the Bidder does not accept, the reason(s) for the non-acceptance, and the alternative provision, for each of the terms of the RFP as well as the UNFPA General Conditions of Contracts: Provision of Services. (For this, use SECTION VI – ANNEX B: BID SUBMISSION FORM)

2. Legal status of the Bidder

- 2.1. Technical Proposals from the Bidders should provide evidence that the Bidder is established as a company and legally incorporated in the country; e.g. through provision of certification of incorporation or other evidence (this is not required for companies already registered in national, regional or international Stock Exchanges. However, evidence on such registrations should be provided)
- 2.2. Copy of valid manufacturing license from the country of manufacturing and/or a copy of company registration in the country of operation demonstrating that is duly authorized to supply these goods/services to the country of destination
- 2.3. In the case of a Bidder not doing business within the country of destination, the Bidder is or will be represented by an agent in the country that is equipped and able to carry out the supplier's maintenance, training, repair and spare parts-stocking obligations prescribed in the SECTION I: INSTRUCTIONS TO BIDDERS and SECTION II: TERMS OF REFERENCE (TOR)

3. Bidder's eligibility

3.1. Technical Proposals from the Bidders should provide written confirmation that they are not listed in any of the banned/suspended supplier lists. (SECTION VI – ANNEX A: BID SUBMISSION FORM)

- Listed as suspended or removed by the United Nations Procurement Division (UNPD);
- Declared ineligible by other organizations of the United Nations through the disclosure of the ineligibility or listing as suspended on United Nations Global Marketplace Vendor ineligibility list posted on the United Nations Global Market Place (UNGM);
- Included on the [UN 1267 list](#) issued by the Security Council resolution 1267 that establishes a sanctions regime to cover individuals and entities associated with Al-Qaida and/or the Taliban;
- Debarred by the World Bank Group in accordance with the [WB Listing of Ineligible Firms & Individuals](#) and the [WB Corporate Procurement Listing of Non-Responsible Vendors](#).

4. Financial stability

4.1. Financial stability of the Bidders will be judged based on the ratios such as current ratio, quick ratio and debt ratio. Bidders are requested to provide key financial ratios using the table below with their audited financial statements to support the statements. The financial ratios should cover key financial stability ratios over a five-year period, including those mentioned in the table below.

Financial Ratio	2019	2020	2021	2022	2023
Current ratio					
Quick ratio					
Debt ratio					
.....					

4.2. Evidence that the Bidder has successfully completed at least one similar contract/LTA within the last five years for provision of services as offered.

4.3. Provide contact details of commercial banks and names of contact persons from whom UNFPA could seek feedback regarding financial stability.

5. Experience and Technical Capacity

- Company’s managerial capabilities
- Evidence for quality assurance systems in place
- Bidder must have delivered similar services satisfactorily to UN or similar organizations during the last three years, and the services should have been delivered with no negative performance reports
- References in support of the satisfactory delivery of services specified above
- Data to support that the Bidder has capacity to perform the LTA/Purchase Orders that will be issued pursuant to the LTA and complete the deliverables within the stipulated delivery period

SECTION VI: BID AND RETURNABLE FORMS

Below find an overview of the attached Bidding and returnable forms required for the RFP.

Description		Status	Preferred file for submission
Annex A:	Bid Confirmation Form	Mandatory	PDF
Annex B:	Bid Submission Form	Mandatory	PDF
Annex C:	Bidder Identification Form	Mandatory	PDF
Annex D:	Bidder Declaration Form	Mandatory	PDF
Annex E:	Bidder's Previous Experience	Mandatory	PDF
Annex F:	Price Schedule Form	Mandatory	PDF & Excel
Annex H:	Checklist of Bid Forms	Not Applicable	Not Applicable

SECTION VI – ANNEX A: BID CONFIRMATION FORM

[Complete this page and return it prior to bid opening]

To:	UNFPA Türkiye Country Office	Date:	
	Yaprak Oncel	Email:	yoncel@unfpa.org
From:	<i>[Insert Company Name]</i>		
	<i>[Insert Contact person from Company]</i>		
	<i>[Insert Telephone number]</i>		
	<i>[Insert E-mail address of contact person]</i>		
	<i>[Insert Postal address of Company]</i>		
Subject:	UNFPA/TUR/RFP/24/001		

<input type="checkbox"/>	YES, we intend to submit a bid in response to the above mentioned RFP.
<input type="checkbox"/>	NO, we are unable to submit a bid in response to the above mentioned RFP due to the following reason(s):

- () The requested products and/or services are not within our range of supply.
- () The requested products are not available at the moment.
- () We are unable to submit a competitive bid for the requested products/services at the moment.
- () We cannot meet the requested specifications.
- () The information provided for bidding purposes is insufficient and unclear
- () Your RFP document is too complicated
- () Insufficient time is allocated to prepare an adequate Bid.
- () We cannot meet the delivery requirements.
- () We cannot adhere to your terms and conditions (please specify: payment terms, request for performance security, etc.):
- () Our current capacity is overbooked
- () We are closed during the holiday season
- () We had to give priority to other clients' requests
- () We do not sell directly, but through distributors
- () We have no after-sales service available in the recipient country
- () The person handling bid is away from the office
- () Other (please specify)

<input type="checkbox"/>	YES, even though on this occasion we have not submitted a Bid we are definitely interested in future possible RFP's.
<input type="checkbox"/>	No, we are not interested in participating in future possible RFP's, please remove us from your vendor database.

If UNFPA should have any questions in regards to this Bid Confirmation Form and would require further clarification on our No Bid decision, UNFPA should contact the following focal person who will be able to assist:

Name:		E-mail:	
Post Title:		Telephone	

SECTION VI – ANNEX B: BID SUBMISSION FORM

Date: [Insert Month, Day, Year]

To: UNFPA
United Nations Population Fund
Türkiye Country Office
Oran Mah. Kudüs Cad. 1/21 Blok No:38
Çankaya - ANKARA

Dear Sir/Madam,

The undersigned, having read the original RFP documents of UNFPA/TUR/RFP/24/001 including all Annexes, any subsequent revisions and all answers to the questions received from prospective Bidders posted on United Nations Global Marketplace in full before submitting, hereby offers to provide the services, in accordance with any specifications stated and subject to the terms and conditions set out or specified in the RFP documents.

Special Note: If Bidder proposes any deviations from the terms and conditions stipulated in the RFP document, such deviations must be included on this form in accordance with the below format. Such deviations should not be indicated within the main body or any other part of the Bid. If the proposed modifications are not acceptable to UNFPA, UNFPA reserves the right to reject the Bid. Strongly discouraging deviations for semantic changes.

Original term/condition per RFP UNFPA/TUR/RFP/24/001 and the subsequent revisions	Proposed deviation (alternate clause), by the undersigned	Reason for proposing alternate clause

We agree to abide by this Bid for a period of *120 days* from the date fixed for Bid opening in the Request for Proposal, and the Bid shall remain binding upon us and may be accepted at any time before the expiration of that period.

If our Bid is accepted, we undertake to commence and complete delivery of all items in the LTA within the time frame that will be stipulated in the Purchase Orders.

We understand that UNFPA is not bound to accept any Bid it may have received and that a binding contract would result only after final negotiations and award of LTA are concluded and a purchase order(s) are made pursuant to such LTA(s).

We confirm that our firm has no conflict of interest in accordance with Section I: Instructions to Bidders clause 2.3, as well as that our firm, its affiliates or subsidiaries, including any subcontractors or suppliers for any part of the LTA, have not been declared ineligible by UNFPA, in accordance with Section I: Instructions to Bidders clause 2.4.

	On behalf of Business Authority	On behalf of Legal Authority
Signature:		
Name:		
Title:		
Name of Company:		
Telephone:		
Email:		

SECTION VI – ANNEX C: BIDDER IDENTIFICATION FORM

UNFPA/TUR/RFP/24/001

1. Organizational Information	
Company/Institution Name	
Address, City, Country	
Telephone/FAX	
Website	
Date of establishment	
Legal Representative: Name/Surname/Position	
Legal structure: natural person/Co. Ltd, NGO/institution/other (specify)	
Organizational Type: Manufacturer, Wholesaler, Trader, Service provider, etc.	
Areas of expertise of the organization	
Current Licenses, if any, and permits (with dates, numbers and expiration dates)	
Years supplying to UN organizations	
Years supplying to UNFPA	
Production Capacity	
Subsidiaries (indicate names of subsidiaries and addresses, if relevant to the Bid)	
Commercial Representatives in the country: Name/Address/Phone (for international companies only)	
2. Quality Assurance Certification	
International Quality Management System (QMS)	

List of other ISO certificates or equivalent certificates	
Presence and characteristics of in-house quality control laboratory (if relevant to Bid)	

3. Expertise of Staff	
Total number of staff	
Number of staff involved in similar supply LTAs	

4. Contact details of persons that UNFPA may contact for requests for clarification during Bid evaluation	
Name/Surname	
Telephone Number (direct)	
Email address (direct)	
Be advised that this person must be available during the two weeks following the Bid opening date.	

Signature and stamp of the Bidder:	
Name:	
Title:	
Name of Company:	
Telephone:	
Email:	

SECTION VI – ANNEX D: BIDDER DECLARATION FORM

UNFPA/TUR/RFP/24/001

The undersigned, being a duly authorized representative of the Company represents and declares that:

		YES	NO
1.	The Company and its Management ¹ have not been found guilty pursuant to a final judgement or a final administrative decision of any of the following:		
	a. Fraud;	<input type="checkbox"/>	<input type="checkbox"/>
	b. Corruption;	<input type="checkbox"/>	<input type="checkbox"/>
	c. conduct related to a criminal organization;	<input type="checkbox"/>	<input type="checkbox"/>
	d. money laundering or terrorist financing;	<input type="checkbox"/>	<input type="checkbox"/>
	e. terrorist offences or offences linked to terrorist activities;	<input type="checkbox"/>	<input type="checkbox"/>
	f. sexual exploitation and abuse;	<input type="checkbox"/>	<input type="checkbox"/>
	g. child labour, forced labour, human trafficking; or	<input type="checkbox"/>	<input type="checkbox"/>
	h. irregularity (non-compliance with any legal or regulatory requirement applicable to the Organization or its Management).	<input type="checkbox"/>	<input type="checkbox"/>
2.	The Company and its Management have not been found guilty pursuant to a final judgment or a final administrative decision of grave professional misconduct.	<input type="checkbox"/>	<input type="checkbox"/>

¹ “Management” means any person having powers of representation, decision-making or control over the Organization. This may include, for example, executive management and all other persons holding downstream managerial authority, anyone on the board of directors, and controlling shareholders.

3.	The Company and its Management are not: bankrupt, subject to insolvency or winding-up procedures, subject to the administration of assets by a liquidator or a court, in an arrangement with creditors, subject to a legal suspension of business activities, or in any analogous situation arising from a similar procedure provided for under applicable national law.	<input type="checkbox"/>	<input type="checkbox"/>
4.	The Company and its Management have not been the subject of a final judgment or a final administrative decision finding them in breach of their obligations relating to the payment of taxes or social security contributions.	<input type="checkbox"/>	<input type="checkbox"/>
5.	The Company and its Management have not been the subject of a final judgment or a final administrative decision which found they created an entity in a different jurisdiction with the intent to circumvent fiscal, social or any other legal obligations in the jurisdiction of its registered office, central administration, or principal place of business (<i>creating a shell company</i>).	<input type="checkbox"/>	<input type="checkbox"/>
6.	The Company and its Management have not been the subject of a final judgment or a final administrative decision which found the Company was created with the intent referred to in point (5) (<i>being a shell company</i>).	<input type="checkbox"/>	<input type="checkbox"/>

The UNFPA reserves the right to disqualify the Company, suspend or terminate any contract or other arrangement between the UNFPA and the Company, with immediate effect and without liability, in the event of any misrepresentation made by the Company in this Declaration.

It is the responsibility of the Company to immediately inform the UNFPA of any changes in the situations declared above.

This Declaration is in addition to, and does not replace or cancel, or operate as a waiver of, any terms of contractual arrangements between the UNFPA and the Company.

Signature:

Date:

Name and Title:

Name of the Company:

UNGM N°:

Postal Address:

Email:

SECTION VI – ANNEX E: BIDDER’S PREVIOUS EXPERIENCE

Order No. & Date	Description ²	Client	Contact person, phone number, email address	Date of service		Contract Amount	Satisfactory completion
				From	To	(Currency)	

Indicate the description of products, services or works provided to their clients.

To be attached: Evidence (client’s letter or certificate) in support of satisfactory completion of above orders.

Signature and stamp of the Bidder:		Countersigned by and stamp of Chartered Accountant	
Name and title:		Name and title:	
Name of Company:		Name of Company:	
Telephone:		Telephone:	

² Please indicate relevant contracts to the one requested in the RFP.

Email:		Email:	
Date:		Date:	

SECTION VI – ANNEX F: PRICE SCHEDULE FORM

(Please see attached Excel spreadsheet Annex F: Price Schedule Form.xls)

1. Submit this document in a separate email from the Technical Bid as indicated in Section I: Instructions to Bidders clause 20 Submission, sealing, and marking of Bids and in Annex I Instructions to Bidders.
2. All prices/rates Bid must be exclusive of all taxes, since UNFPA is exempt from taxes.
3. The Price Schedule Form must provide a detailed cost breakdown, as shown below. Provide separate figures for each of the steps in Item 1 below; estimates for out of pocket expenses should be listed separately in Item 2 below.
4. UNFPA anticipates awarding the project on a fixed-price basis. To complete an analysis of the Bid, firms are required to submit itemized pricing that identifies the people who will work on the project (including resumes), their billing rates, and the number of hours proposed for the project. Anticipated travel, lodging, and out-of-pocket expenses should be detailed as well.

SECTION VI – ANNEX H: CHECKLIST OF BID FORMS

The following checklist is provided as a courtesy to Bidders. Please use this checklist while preparing the Bid to ensure that your Bid contains all required information. This checklist is for the Bidder's internal reference and does *not* need to be submitted with the Bid.

ACTIVITY	LOCATION	YES/NO/ N/A	REMARKS
Have you read and understood all of the Instructions to Bidders in Section I of the Bidding documents?	SECTION I: INSTRUCTIONS TO BIDDERS		
Have you reviewed and agreed to the UNFPA General Conditions of Contracts?	SECTION III: GENERAL CONDITIONS OF CONTRACT		
Have you reviewed and agreed to the UNFPA Special Conditions for Contracts?	SECTION IV: UNFPA SPECIAL CONDITIONS OF CONTRACT		
Have you completed the Bid Submission Form?	SECTION VI – ANNEX B: BID SUBMISSION FORM		
Have you completed the Bidder's Identification Form?	SECTION VI – ANNEX C: BIDDER IDENTIFICATION FORM		
Have you completed the Bidder's Previous Experience Form?	SECTION VI – ANNEX E: BIDDER'S PREVIOUS EXPERIENCE		
Have you completed and signed the Price Schedule Form?	SECTION VI – ANNEX F: PRICE SCHEDULE FORM		
Have you reviewed all of the relevant Contract form(s)?	SECTION VII: CONTRACTUAL FORMS		
Have you prepared a copy of your company's registration in the country of operation?	SECTION V: SUPPLIER QUALIFICATION REQUIREMENTS		
Have you prepared a copy of the previous year's audited Company Balance Sheet and Financial Statements?	Section I: Instructions to Bidders, clause & SECTION V: SUPPLIER QUALIFICATION REQUIREMENTS		
Have you provided written confirmation that your company is neither suspended by the United	& Section I: Instructions to Bidders clause 2.4		

Nations system nor debarred by the World Bank Group?			
Have you provided a copy of any of your company's environmental or social policies, and any related documentation?	Section I: Instructions to Bidders, clause 39		
Have you reviewed the UN Global Compact requirements?	Section I: Instructions to Bidders, clause 40		
Have you sealed and marked the Bids according to Instructions to Bidders clause 20.3 (electronic Bids) or clause 20.4 (hard copy Bids) or clause 20 (Submission through an online system)?	Section I: Instructions to Bidders, clause 20.3 & 20.4		
If submitted electronically through email, is the file size of the Bid less than 8MB? (If the file size is above 20 MB, refer to Instructions to Bidders clause 20.3.3)	Section I: Instructions to Bidders, clause 20.3.3		
Have you noted the Bid closing deadline?	Invitation letter Number 4		
Have you provided information on Supplier Qualification Requirements?	SECTION V: SUPPLIER QUALIFICATION REQUIREMENTS & SECTION VI – ANNEX B: BID SUBMISSION FORM		
Have you provided evidence that the Bidder has successfully completed at least one similar contract within the last five years for supply of goods/services?	SECTION V: SUPPLIER QUALIFICATION REQUIREMENTS		

<p>Have you provided sufficient documentation of your company's ability to undertake the LTA, i.e.,</p> <ul style="list-style-type: none"> - List of similar contracts/LTAs executed for other clients including contact details. - Evidence that the Bidder possesses experience in the geographical area. - At least three years of experience in performing similar contracts/Long Terms Agreements 	<p>SECTION VI – ANNEX E: BIDDER’S PREVIOUS EXPERIENCE & SECTION V: SUPPLIER QUALIFICATION REQUIREMENTS</p>		
<p>Have you provided sufficient documentation of your company’s managerial capability?</p> <ul style="list-style-type: none"> - Details of company’s managerial structure. - Quality assurance systems in place. 	<p>SECTION VI – ANNEX C: BIDDER IDENTIFICATION FORM</p>		
<p>Have you supplied clients’ certificates in support of the satisfactory operation of the goods/services as specified above?</p>	<p>SECTION VI – ANNEX E: BIDDER'S PREVIOUS EXPERIENCE</p>		
<p>Have you checked Section I: Instructions to Bidders, clauses, 17 & 18 and provided all requested documentation in the correct formats?</p>	<p>Section I: Instructions to Bidders, clauses 17 & 18</p>		

SECTION VII: CONTRACTUAL FORMS

Below find an overview of the attached contractual forms for this RFP.

Description		Status	Preferred file for submission
Annex A:	Long Term Agreement Template	Mandatory	PDF
Annex C:	Performance Security	Mandatory	PDF

SECTION VII – ANNEX A: LONG TERM AGREEMENT TEMPLATE

SECTION VII – ANNEX C: PERFORMANCE SECURITY

The bank, as requested by the successful Bidder, shall fill in this Form in accordance with the instructions indicated.

Date: [insert date (as day, month, and year) of Bid Submission]
RFP: UNFPA/TUR/RFP/24/001

Bank's Branch or Office: [insert complete name of Guarantor]

Beneficiary: [insert legal name and address of UNFPA]

PERFORMANCE GUARANTEE NUMBER: [insert Performance Guarantee number]

We have been informed that [insert complete name of Bidder] (hereinafter called "the supplier") has entered into Long Term Agreement Number [insert number] dated [insert day and month], [insert year] with you, for the supply of [description of goods and related services] (hereinafter called the "LTA").

Furthermore, we understand that, according to the conditions of the LTA, a performance guarantee is required.

At the request of the supplier, we hereby irrevocably undertake to pay you any sum(s) not exceeding [insert amount(s)³ in figures and words] upon receipt by us of your first demand in writing declaring the supplier to be in default under the LTA, without cavil or argument, or your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee shall expire no later than the [insert number] day of [insert month] [insert year],⁴ and any demand for payment under it must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458, except that subparagraph (ii) of Sub-article 20(a) is hereby excluded.

[Signatures of authorized representatives of the bank and the Supplier]

³ The Bank shall insert the amount(s) specified in the SCG and denominated, as specified in the SCG, either in the currency(ies) of the Contract or a freely-convertible currency acceptable to UNFPA.

⁴ UNFPA should note that, in the event of an extension of the time to perform the Contract, UNFPA would need to request an extension of this Guarantee from the Bank. Such request must be in writing and must be made prior to the expiration date established in the Guarantee. In preparing this Guarantee, UNFPA might consider adding the following text to the Form, at the end of the penultimate paragraph: "We agree to a one-time extension of this Guarantee for a period not to exceed [six months/one year], in response to UNFPA's written request for such extension, such request to be presented to us before the expiration of the Guarantee."