



## REQUEST FOR PROPOSAL (RFP)

<b>UNDP Regional Centre for Europe and the CIS</b> <i>Grosslingova 35, 811 09 Bratislava, Slovak Republic</i>	DATE: <b>October 11, 2013</b>
	REFERENCE: <b>2013/22/RFP – Provision of Relocation Support Services in Istanbul to the International Staff of the UNDP Regional Center for Europe and the CIS</b>

Dear Sir / Madam:

We kindly request you to submit your Proposal for provision of **Relocation Support Services to the International Staff of the UNDP Regional Center for Europe and the CIS in Istanbul**

Please be guided by the form attached hereto as Annex 2, in preparing your Proposal.

Proposals may be submitted on or before **13:00 Istanbul time, Monday, November 04, 2013** via courier mail to the address below:

**United Nations Development Programme  
Regional Center for Europe and the CIS  
Grosslingova 35, 811 09 Bratislava, Slovakia  
Miroslav Hrenovcik, Registry  
+421 2 59337 111**

or by e-mail to: [tenders.sk@undp.org](mailto:tenders.sk@undp.org)

Your Proposal must be expressed in the **English language**, and **valid for a minimum period of 120 days**.

In the course of preparing your Proposal, it shall remain your responsibility to ensure that it reaches the address above on or before the deadline. Proposals that are received by UNDP after the deadline indicated above, for whatever reason, shall not be considered for evaluation. If you are submitting your Proposal by email, kindly ensure that they are signed and in pdf format, and free from any virus or corrupted files.

Services proposed shall be reviewed and evaluated based on completeness and compliance of the Proposal and responsiveness with the requirements of the RFP and all other annexes providing details of UNDP requirements.

The Proposal that complies with all of the requirements, meets all the evaluation criteria and offers the best value for money shall be selected and awarded the contract. Any offer that does not meet the requirements shall be rejected.

Any discrepancy between the unit price and the total price shall be re-computed by UNDP, and the unit price shall prevail and the total price shall be corrected. If the Service Provider does not accept the final price based on UNDP's re-computation and correction of errors, its Proposal will be rejected.

No price variation due to escalation, inflation, fluctuation in exchange rates, or any other market factors shall be accepted by UNDP after it has received the Proposal. At the time of Award of Contract or Purchase Order, UNDP reserves the right to vary (increase or decrease) the quantity of services and/or goods, by up to a maximum twenty five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.

Any Contract or Purchase Order that will be issued as a result of this RFP shall be subject to the General Terms and Conditions attached hereto. The mere act of submission of a Proposal implies that the Service Provider accepts without question the General Terms and Conditions of UNDP, herein attached as Annex 3.

Please be advised that UNDP is not bound to accept any Proposal, nor award a contract or Purchase Order, nor be responsible for any costs associated with a Service Providers preparation and submission of a Proposal, regardless of the outcome or the manner of conducting the selection process.

UNDP's vendor protest procedure is intended to afford an opportunity to appeal for persons or firms not awarded a Purchase Order or Contract in a competitive procurement process. In the event that you believe you have not been fairly treated, you can find detailed information about vendor protest procedures in the following link: <http://www.undp.org/procurement/protest.shtml>.

UNDP encourages every prospective Service Provider to prevent and avoid conflicts of interest, by disclosing to UNDP if you, or any of your affiliates or personnel, were involved in the preparation of the requirements, design, cost estimates, and other information used in this RFP.

UNDP implements a zero tolerance on fraud and other proscribed practices, and is committed to preventing, identifying and addressing all such acts and practices against UNDP, as well as third parties involved in UNDP activities. UNDP expects its Service Providers to adhere to the UN Supplier Code of Conduct found in this link : [http://www.un.org/depts/ptd/pdf/conduct\\_english.pdf](http://www.un.org/depts/ptd/pdf/conduct_english.pdf)

Thank you and we look forward to receiving your Proposal.

Sincerely yours,

**Andrey Pogrebnyak**  
*Assistant Director (Operations)*  
10/11/2013

## Description of Requirements

Context of the Requirement	<p><b>Relocation support services to the International staff of the UNDP RC for Europe and CIS in Istanbul</b></p> <p>UNDP made a decision to establish its Regional Service Center in Istanbul from 2014 onwards. This decision is the result of an organisation-wide institutional review process, taking also into consideration the changing development landscape. Istanbul also offers an opportunity to co-locate with the regional offices of other key UN partners. It is planned that approximately 45 international staff families are expected to be relocated to Istanbul during the first six months on 2014.</p> <p>There are certain complexities associated with proper resettlement in Istanbul, given the initial complexities that expatriates usually face in relocating to a very large city with many possibilities and language barriers. To overcome this challenge, international organizations / companies most of the times outsource relocation support services to private companies to help their international staff and their families. Such companies may offer services including house and school search, full settling-in support, house maintenance/handyman and domestic services, orientation and spouse support. Staff who will be relocated also receive comprehensive briefing/intro package. It was agreed that UNDP similarly finds a reliable and reputable relocation support service specialized company to enable a smooth relocation process.</p>
Brief Description of the Required Services	<p>The contractor will provide a package of relocation support services to the international staff members and their families during the first three months period to facilitate their settlement process. This will help staff members to stay better focused on their work assignments and reduce the stress associated with the relocation to a new location.</p>
List and Description of Expected Outputs to be Delivered	<p>The relocation support services should include as a minimum the following <b>“Standard”</b> package: ( for detailed information see Annex V – TOR)</p> <ol style="list-style-type: none"> <li>1. Individual Introductory Meeting</li> <li>2. Comprehensive Preparatory Briefing</li> <li>3. Renter Advocacy &amp; Assistance with lease agreement.</li> <li>4. Settling-in Support Services.</li> <li>5. 24/7 support during the first two months after arrival in Istanbul</li> <li>6. Medical Services Search.</li> </ol>

	<p><b>B. Optional support</b> – based on a staff member needs and organization's funding situation, this may be included in the package separately:</p> <ol style="list-style-type: none"> <li>1. Preview City Tour.</li> <li>2. Service Provider Recommendations</li> <li>3. Spouse Employment Support.</li> <li>4. School Search Support</li> <li>5. Veterinary Search Support.</li> </ol>
Person to Supervise the Work/Performance of the Service Provider	Operations Specialist of the RSC
Location of work	Istanbul, Turkey
Expected duration of work	10 months
Target start date	1 December 2013
Latest completion date	30 September 2014
Currency of Proposal	<input checked="" type="checkbox"/> Turkish lira
Value Added Tax on Price Proposal	<p><input checked="" type="checkbox"/> must be inclusive of VAT and other applicable indirect taxes</p> <p>Please note that the contract will be signed between UNDP Regional Centre and the winning entity. For your information, we don't have Tax registration number assigned and have a status of Diplomatic mission in Slovakia. We recommend you to consult your local tax office to obtain correct information on VAT implications in this respect. The total price in the offer has to be calculated based on this information (i.e. – if VAT is not applicable you should not include it and vice versa).</p>
Validity Period of Proposals (Counting for the last day of submission of quotes)	<p><input checked="" type="checkbox"/> 120 days</p> <p>In exceptional circumstances, UNDP may request the Proposer to extend the validity of the Proposal beyond what has been initially indicated in this RFP. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Proposal.</p>
Partial Quotes	<input checked="" type="checkbox"/> Not permitted
Payment Terms	The fixed unit price per person and per service will be paid based on real number of persons using the relocation support services.
Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment	Operations Specialist, UNDP Regional Center

Type of Contract to be Signed	<input checked="" type="checkbox"/> Contract for Professional Services
Criteria for Contract Award	<p><input checked="" type="checkbox"/> <b>Highest Combined Score</b> (based on the 70% technical offer and 30% price weight distribution). Only proposals that achieve at least 70% on the technical part will be considered as technically compliant.</p> <p><input checked="" type="checkbox"/> <b>Full acceptance of the UNDP Contract General Terms and Conditions (GTC).</b> This is a mandatory criterion and cannot be deleted regardless of the nature of services required. Non acceptance of the GTC may be grounds for the rejection of the Proposal.</p>
Criteria for the Assessment of Proposal	<p><b><u>Technical Proposal (70%), max. 70 points</u></b></p> <p><i>Expertise of the Firm (25 points)</i></p> <ul style="list-style-type: none"> <li>- Expertise of the Firm in providing high-quality, quickly and precisely services; proven track-record (15 points)</li> <li>- Record of assignments for such clients as UN organizations or government and international institutions and diplomatic missions; references; (10 points)</li> </ul> <p><i>Methodology (20 points)</i></p> <ul style="list-style-type: none"> <li>- How likely is it that the methodological proposal will deliver what is required? (10 points)</li> <li>- Is the methodological approach feasible within the time frame defined in the TOR? Does the Offeror possess sufficient capacity to apply the proposed methodology with success? (10 points)</li> </ul> <p><i>Personnel assigned for the requested services provision(25 points)</i></p> <ul style="list-style-type: none"> <li>- Does the personnel cited have the relevant experience and expertise to provide this continuous service (lawyers, real estate experts)? (5)</li> <li>- Relevant language skills English/Turkish (5)</li> <li>- Qualification; education level of personnel (presentation skills, knowledge of Istanbul (10)</li> <li>- Proven track record with similar assignments (5)</li> </ul> <p><b><u>Financial Proposal (30%)</u></b></p> <p>To be computed as a ratio of the Proposal's offer to the lowest price among the proposals received by UNDP.</p>
UNDP will award the contract to:	<input checked="" type="checkbox"/> One and only one Service Provider

Annexes to this RFP	<p> <input checked="" type="checkbox"/> Form for Submission of Proposal (Annex 2)  <input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 3)<sup>1</sup>  <input checked="" type="checkbox"/> Form for Submission of Financial Proposal (Annex 4) - <b>THIS MUST BE SUBMITTED IN A SEPARATE SEALED ENVELOPE. IN CASE OF ELECTRONIC SUBMISSION IN SEPARATE E-MAIL TO <a href="mailto:tenders.sk@undp.org">tenders.sk@undp.org</a></b>  <input checked="" type="checkbox"/> Detailed TOR (Annex 5) </p> <p><b>In addition to the hard copy, please also provide all the information on CD-R (CD with technical offer must be submitted separately in the envelope with technical offer, the same is for the financial offer).</b></p>
Contact Person for Inquiries (Written inquiries only) <sup>2</sup>	<p> Zuzana Cerna  Administrative Analyst  <a href="mailto:zuzana.cerna@undp.org">zuzana.cerna@undp.org</a> </p> <p>Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers.</p>

<sup>1</sup> Service Providers are alerted that non-acceptance of the terms of the General Terms and Conditions (GTC) may be grounds for disqualification from this procurement process.

<sup>2</sup> This contact person and address is officially designated by UNDP. If inquiries are sent to other person/s or address/es, even if they are UNDP staff, UNDP shall have no obligation to respond nor can UNDP confirm that the query was received.

## FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL

*(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery<sup>3</sup>)*

[insert: Location]

[insert: Date]

To: UNDP, Europe and CIS Regional Centre, Grosslingova 35, 811 09 Bratislava, Slovak Republic

Dear Sir/Madam:

We, the undersigned, hereby offer to render the following services to UNDP in conformity with the requirements defined in the **2013/22/RFP** dated 10/11/2013, and all of its attachments, as well as the provisions of the UNDP General Contract Terms and Conditions :

### A. Qualifications of the Service Provider

*The Service Provider must describe and explain how and why they are the best entity that can deliver the requirements of UNDP by indicating the following :*

- a) Profile – describing the nature of business, field of expertise, licenses, certifications, accreditations;*
- b) Business Licenses – Registration Papers, Tax Payment Certification, etc.*
- c) Track Record – list of clients for similar services as those required by UNDP, indicating description of contract scope, contract duration, contract value, contact references;*
- d) Certificates and Accreditation – including Quality Certificates, Patent Registrations, Environmental Sustainability Certificates, etc.*
- e) Written Self-Declaration that the company is not in the UN Security Council 1267/1989 List, UN Procurement Division List or Other UN Ineligibility List.*

### B. Proposed Methodology for the Completion of Services

*The Service Provider must describe how it will address/deliver the demands of the RFP; providing a detailed description of the essential performance characteristics, reporting conditions and quality assurance mechanisms that will be put in place, while demonstrating that the proposed methodology will be appropriate to the local conditions and context of the work.*

### C. Qualifications of Key Personnel

*the Service Provider must provide :*

<sup>3</sup> Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

- a) Names and qualifications of the key personnel that will perform the services indicating who is Team Leader, who are supporting, etc.;*
- b) CVs demonstrating qualifications must be submitted if required by the RFP; and*
- c) Written confirmation from each personnel that they are available for the entire duration of the contract.*

*[Name and Signature of the Service Provider's  
Authorized Person]*

*[Designation]*

*[Date]*



### General Terms and Conditions for Services

#### 1.0 LEGAL STATUS:

The Contractor shall be considered as having the legal status of an independent contractor vis-à-vis the United Nations Development Programme (UNDP). The Contractor's personnel and sub-contractors shall not be considered in any respect as being the employees or agents of UNDP or the United Nations.

#### 2.0 SOURCE OF INSTRUCTIONS:

The Contractor shall neither seek nor accept instructions from any authority external to UNDP in connection with the performance of its services under this Contract. The Contractor shall refrain from any action that may adversely affect UNDP or the United Nations and shall fulfill its commitments with the fullest regard to the interests of UNDP.

#### 3.0 CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES:

The Contractor shall be responsible for the professional and technical competence of its employees and will select, for work under this Contract, reliable individuals who will perform effectively in the implementation of this Contract, respect the local customs, and conform to a high standard of moral and ethical conduct.

#### 4.0 ASSIGNMENT:

The Contractor shall not assign, transfer, pledge or make other disposition of this Contract or any part thereof, or any of the Contractor's rights, claims or obligations under this Contract except with the prior written consent of UNDP.

#### 5.0 SUB-CONTRACTING:

In the event the Contractor requires the services of sub-contractors, the Contractor shall obtain the prior written approval and clearance of UNDP for all sub-contractors. The approval of UNDP of a sub-contractor shall not relieve the Contractor of any of its obligations under this Contract. The terms of any sub-contract shall be subject to and conform to the provisions of this Contract.

#### 6.0 OFFICIALS NOT TO BENEFIT:

The Contractor warrants that no official of UNDP or the United Nations has received or will be offered by the Contractor any direct or indirect benefit arising from this Contract or the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of this Contract.

#### 7.0 INDEMNIFICATION:

The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, UNDP, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Contractor, or the Contractor's employees, officers, agents or sub-contractors, in the performance of this Contract. This

provision shall extend, inter alia, to claims and liability in the nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.

#### **8.0 INSURANCE AND LIABILITIES TO THIRD PARTIES:**

- 8.1** The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.
- 8.2** The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or the equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract.
- 8.3** The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.
- 8.4** Except for the workmen's compensation insurance, the insurance policies under this Article shall:
  - 8.4.1** Name UNDP as additional insured;
  - 8.4.2** Include a waiver of subrogation of the Contractor's rights to the insurance carrier against the UNDP;
  - 8.4.3** Provide that the UNDP shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.
- 8.5** The Contractor shall, upon request, provide the UNDP with satisfactory evidence of the insurance required under this Article.

#### **9.0 ENCUMBRANCES/LIENS:**

The Contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with the UNDP against any monies due or to become due for any work done or materials furnished under this Contract, or by reason of any other claim or demand against the Contractor.

#### **10.0 TITLE TO EQUIPMENT:**

Title to any equipment and supplies that may be furnished by UNDP shall rest with UNDP and any such equipment shall be returned to UNDP at the conclusion of this Contract or when no longer needed by the Contractor. Such equipment, when returned to UNDP, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear. The Contractor shall be liable to compensate UNDP for equipment determined to be damaged or degraded beyond normal wear and tear.

#### **11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:**

- 11.1** Except as is otherwise expressly provided in writing in the Contract, the UNDP shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the Contractor has developed for the UNDP under the Contract and which bear a direct relation to or are produced or prepared or collected in

consequence of, or during the course of, the performance of the Contract, and the Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for the UNDP.

- 11.2** To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, the UNDP does not and shall not claim any ownership interest thereto, and the Contractor grants to the UNDP a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.
- 11.3** At the request of the UNDP; the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to the UNDP in compliance with the requirements of the applicable law and of the Contract.
- 11.4** Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract shall be the property of the UNDP, shall be made available for use or inspection by the UNDP at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNDP authorized officials on completion of work under the Contract.

## **12.0 USE OF NAME, EMBLEM OR OFFICIAL SEAL OF UNDP OR THE UNITED NATIONS:**

The Contractor shall not advertise or otherwise make public the fact that it is a Contractor with UNDP, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of UNDP or THE United Nations, or any abbreviation of the name of UNDP or United Nations in connection with its business or otherwise.

## **13.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:**

Information and data that is considered proprietary by either Party and that is delivered or disclosed by one Party ("Discloser") to the other Party ("Recipient") during the course of performance of the Contract, and that is designated as confidential ("Information"), shall be held in confidence by that Party and shall be handled as follows:

- 13.1** The recipient ("Recipient") of such information shall:
  - 13.1.1** use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate; and,
  - 13.1.2** use the Discloser's Information solely for the purpose for which it was disclosed.
- 13.2** Provided that the Recipient has a written agreement with the following persons or entities requiring them to treat the Information confidential in accordance with the Contract and this Article 13, the Recipient may disclose Information to:
  - 13.2.1** any other party with the Discloser's prior written consent; and,
  - 13.2.2** the Recipient's employees, officials, representatives and agents who have a need to know such Information for purposes of performing obligations under the Contract, and

employees officials, representatives and agents of any legal entity that it controls controls it, or with which it is under common control, who have a need to know such Information for purposes of performing obligations under the Contract, provided that, for these purposes a controlled legal entity means:

- 13.2.2.1** a corporate entity in which the Party owns or otherwise controls, whether directly or indirectly, over fifty percent (50%) of voting shares thereof; or,
- 13.2.2.2** any entity over which the Party exercises effective managerial control; or,
- 13.2.2.3** for the UNDP, an affiliated Fund such as UNCDF, UNIFEM and UNV.

- 13.3** The Contractor may disclose Information to the extent required by law, provided that, subject to and without any waiver of the privileges and immunities of the United Nations, the Contractor will give the UNDP sufficient prior notice of a request for the disclosure of Information in order to allow the UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.
- 13.4** The UNDP may disclose Information to the extent as required pursuant to the Charter of the UN, resolutions or regulations of the General Assembly, or rules promulgated by the Secretary-General.
- 13.5** The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder.
- 13.6** These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.

#### **14.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS**

- 14.1** In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to the UNDP, of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify the UNDP of any other changes in conditions or the occurrence of any event that interferes or threatens to interfere with its performance of this Contract. On receipt of the notice required under this Article, the UNDP shall take such action as, in its sole discretion; it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract.
- 14.2** If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, the UNDP shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 15, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.
- 14.3** Force majeure as used in this Article means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force.
- 14.4** The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in or for any areas in which the UNDP is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar

operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas or to any incidents of civil unrest occurring in such areas shall not, in and of itself, constitute force majeure under the Contract..

## **15.0 TERMINATION**

- 15.1** Either party may terminate this Contract for cause, in whole or in part, upon thirty (30) days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16.2 ("Arbitration"), below, shall not be deemed a termination of this Contract.
- 15.2** UNDP reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case UNDP shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.
- 15.3** In the event of any termination by UNDP under this Article, no payment shall be due from UNDP to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract.
- 15.4** Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, the UNDP may, without prejudice to any other right or remedy it may have under the terms of these conditions, terminate this Contract forthwith. The Contractor shall immediately inform the UNDP of the occurrence of any of the above events.

## **16.0 SETTLEMENT OF DISPUTES**

- 16.1 Amicable Settlement:** The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of this Contract or the breach, termination or invalidity thereof. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the parties.
- 16.2 Arbitration:** Any dispute, controversy, or claim between the Parties arising out of the Contract or the breach, termination, or invalidity thereof, unless settled amicably under Article 16.1, above, within sixty (60) days after receipt by one Party of the other Party's written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. For all evidentiary questions, the arbitral tribunal shall be guided by the Supplementary Rules Governing the Presentation and Reception of Evidence in International Commercial Arbitration of the International Bar Association, 28 May 1983 edition. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Contract, order the termination of the Contract, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Contract, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 ("Interim Measures of Protection") and Article 32 ("Form and Effect of the Award") of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Contract, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate ("LIBOR") then prevailing, and any such interest shall be simple interest only. The Parties shall be

bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.

**17.0 PRIVILEGES AND IMMUNITIES:**

Nothing in or relating to this Contract shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs.

**18.0 TAX EXEMPTION**

**18.1** Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, inter-alia that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize the United Nations exemption from such taxes, duties or charges, the Contractor shall immediately consult with the UNDP to determine a mutually acceptable procedure.

**18.2** Accordingly, the Contractor authorizes UNDP to deduct from the Contractor's invoice any amount representing such taxes, duties or charges, unless the Contractor has consulted with the UNDP before the payment thereof and the UNDP has, in each instance, specifically authorized the Contractor to pay such taxes, duties or charges under protest. In that event, the Contractor shall provide the UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

**19.0 CHILD LABOUR**

**19.1** The Contractor represents and warrants that neither it, nor any of its suppliers is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical mental, spiritual, moral or social development.

**19.2** Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, at no cost to UNDP.

**20.0 MINES:**

**20.1** The Contractor represents and warrants that neither it nor any of its suppliers is actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.

**20.2** Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind of UNDP.

**21.0 OBSERVANCE OF THE LAW:**

The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the terms of this Contract.

**22.0 SEXUAL EXPLOITATION:**

**22.1** The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all appropriate measures to prohibit its employees or other persons engaged by it from, exchanging any money, goods, services, offers of employment or other things of value, for sexual favors or activities, or from engaging in any sexual activities that are exploitive or degrading to any person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle UNDP to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

**22.2** The UNDP shall not apply the foregoing standard relating to age in any case in which the Contractor's personnel or any other person who may be engaged by the Contractor to perform any services under the Contract is married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such Contractor's personnel or such other person who may be engaged by the Contractor to perform any services under the Contract.

**23.0 AUTHORITY TO MODIFY:**

Pursuant to the Financial Regulations and Rules of UNDP, only the UNDP Authorized Official possesses the authority to agree on behalf of UNDP to any modification of or change in this Contract, to a waiver of any of its provisions or to any additional contractual relationship of any kind with the Contractor. Accordingly, no modification or change in this Contract shall be valid and enforceable against UNDP unless provided by an amendment to this Contract signed by the Contractor and jointly by the UNDP Authorized Official.

**Annex 4**

***IMPORTANT: should be provided in separate sealed envelope!***

**Letterhead of the company****FINANCIAL PROPOSAL**

Price schedule for relocation support services:

Description of Aactivity/Item	In Turkish lira excl. VAT	VAT	Total in TLR with VAT
<b>A) Standard package, including:</b> <ul style="list-style-type: none"><li>• Individual Introductory Meeting;</li><li>• Comprehensive Preparatory Briefing;</li><li>• Renter Advocacy &amp; Assistance;</li><li>• Settling-in Support Services;</li><li>• 24/7 support during the first two months after arrival in Istanbul.</li><li>• Medical Services Search</li></ul>			
<b>B) Optional items (priced separately):</b>			
B1. Preview City Tour			
B2. Service Provider Recommendations			
B3. Spouse Employment Support			
B4. School Search Support			
B5. Veterinary Search Support			

*[Name and Signature of the Service Provider's Authorized Person]*

*[Designation]*

*[Date]*



## TERMS OF REFERENCE

### Provision of Relocation Support Services to the International Staff of the UNDP Regional Center for Europe and the CIS in Istanbul

#### I. BACKGROUND

UNDP made a decision to establish its Regional Service Center in Istanbul from 2014 onwards. This decision is the result of an organisation-wide institutional review process, taking also into consideration the changing development landscape. Istanbul also offers an opportunity to co-locate with the regional offices of other key UN partners. It is planned that approximately 45 international staff families are expected to be relocated to Istanbul during the first six months on 2014.

There are certain complexities associated with proper resettlement in Istanbul, given the initial complexities that expatriates usually face in relocating to a very large city with many possibilities and language barriers. To overcome this challenge, international organizations / companies most of the times outsource relocation support services to private companies to help their international staff and their families. Such companies may offer services including house and school search, full settling-in support, house maintenance/handyman and domestic services, orientation and spouse support. Staff who will be relocated also receive comprehensive briefing/intro package. It was agreed that UNDP similarly finds a reliable and reputable relocation support service specialized company to enable a smooth relocation process.

#### II. OBJECTIVE OF THE ASSIGNMENT

The contractor will provide a package of relocation support services to the international staff members and their families during the first three months period to facilitate their settlement process. This will help staff members to stay better focused on their work assignments and reduce the stress associated with the relocation to a new location.

#### III. SCOPE OF SERVICES TO BE PROVIDED:

The relocation support services should include as a minimum the following **“Standard”** package:

1. **Individual Introductory Meeting** (most probably via skype) before the relocation process (approximately 2-3 months prior to the expected relocation). The purpose of the meeting is to provide initial orientation and briefing about Istanbul, and clearly set the expectations of possible support that the company may provide.
2. **Comprehensive Preparatory Briefing** with the staff member and his/her family prior to the relocation (approximately 1 month prior to the expected relocation). Info pack should be supplied prior to this briefing. Briefing and info pack will include:
  - A description of Istanbul and the residential districts, facilities, and opportunities;

- Preparation for local norms that might be different from the EU such as when it is customary to tip and how much. Laws and local cultural expectations that might surprise expats, the consequences of which could be serious;
- What taxes must be paid, if any, for radio, television, cars and motorcycles, etc.
- What foreign or international driver's licenses are accepted in Turkey, if any, and who can drive the foreigner car (immediate members of the family, Turkish citizens e.g. driver, friends and visitors?)
- An explanation of how rent prices are determined. How is rent legally raised in Turkey, what currency should rent legally be paid in, what rent caps/limits have been set by other international organizations and companies?
- A summary of how Turkish realtors operate. What exactly can one expect a realtor to do for a staff member in Turkey? How the realtor is kept accountable for his/her actions? Who should pay and how much for the realtor service, the landlord or the tenant, or both?
- A summary of what to anticipate in utility bills. Are they usually included in the rent or are they separate? What should one anticipate in utility costs on average?
- An assessment of the housing needs of the staff member: Do they have children or pets? Do they need to be near schools, walking distance to the office and shopping, or would they prefer to live outside the city? Will they have cars or rely on public transportation? Do they want a furnished or unfurnished house or apartment? How many rooms and square meters, etc. Maximum rent they want to pay? Do they want a large complex with doorman, gym or pool or do they prefer something smaller with more privacy? Do they insist upon new buildings built to earthquake code or are they willing to live in older buildings, etc?
- Explain what insurance is required by law– renter's insurance, personal injury/liability, auto, etc.
- Recommendations of moving companies that have good reputations among other expat clients. Warnings about those that receive bad reviews and complaints of damage, theft, or negligence.

**3. Renter Advocacy & Assistance** with lease agreement. While it will be up to the staff member to identify the real estate agent or other source of housing opportunities, it is expected that the company will provide the following services:

- advise on the strengths and weaknesses and earthquake readiness of the identified property;
- perform reference checks on the property and the owner to minimize the chance of fraud;
- obtain police records to see if the property has been robbed or vandalized or subject to other criminal activity;
- support with the final price negotiations; and negotiation of the agency/real estate agent fees.
- translation of the lease into the renter's language so we know what we are signing;
- help with the preparation of a legal lease agreement that properly protects the interests of the international staff of the UNDP (a clause in your lease that freezes the initial rent for as long as you live there. a clause that allows staff to break the lease on short notice in the event of a relocation/another job);
- Assistance with the move in (e.g. walk through inspection of property with the landlord, recording of its condition, etc.
- Assistance with local authorities when necessary. For example, contacting local police and landlord to secure parking space for the moving truck in front of the building on the

day they arrive to unload. Providing the SM with the emergency telephone numbers for local and city police (preferably English speaking).

- Clarify legal obligations of the tenant (i.e. annual household maintenance inspections and cleaning of appliances, heating units, chimney inspections, purchase of renter and liability insurance. Recommend companies that perform these services.

**4. Settling-in Support Services.** The company is requested to assist assignees who have just moved in to set up bank accounts, mobile phones, ground telephone lines, ADSL internet, parking permit, gas, electricity & water connection, public transportation tickets/month & year passes, required registration with appropriate local authorities for legal residence and automobiles or other vehicles + license plates. Assist in obtaining auto, renters, or liability insurance. Advise on which service providers have good and bad reputations among other clients. How bills are expected to be paid-- via automatic bank payments or the post office, etc. Point out the nearest medical clinics, police and fire stations, emergency facilities in the district.

**5. 24/7 support during the first two months after arrival in Istanbul.** The company should make available its staff or dedicate an employee to a help-desk hot-line accessible 24/7 in both English/Turkish. UNDP staff and family should be able to contact the help desk with any queries or requests for information. There may be various scenarios when helpful advice would be needed (e.g. to quickly translate something into Turkish, get a sense of direction or locate addresses, contact a plumber electrician, locksmith, emergency services, etc.). Assistance with obtaining legal registration of vehicles and obtaining license plates in accordance with official agreement. Information on how to obtain a Turkish driver's license and which, if any, foreign licenses or international driver's licenses are valid for driving in Turkey.

In case of medical emergency, a staff member of the company should be available to accompany the UNDP staff member/family immediately to a hospital or clinic and provide assistance with translation, paperwork and support.

In case of robbery, other crime or accidents requiring the involvement of the police, the company should make an employee available to accompany the UNDP staff member/family immediately to the police station to translate, obtain a police report, and understand procedures.

**6. Medical Services Search.** Provide a list of expat-approved medical clinics, hospitals, physical therapy facilities, doctors and dentists and the languages spoken. Identify the nearest facilities in the district where the staff member lives and where they should go in an emergency.

**Optional support** – based on a staff member needs and organization's funding situation, this may be included in the package separately:

**1. Preview City Tour.** Upon arrival of the staff member, the company may be asked to organize and provide transportation for an individual full day tour with an experienced consultant who will be able to answer all questions about relocation and settlement in Istanbul. The tour will include descriptions of the residential districts and the advantages/disadvantages of living in each. The consultant will show sample properties (based on the information collected previously on housing needs) to give the renter an idea of what to expect in various areas; information on all key factors

of the city including hospitals, health clinics, shopping areas, language schools and other educational institutions, tourist sites, expat neighborhoods, cultural arts & entertainment.

2. **Service Provider Recommendations** Like mobile phone companies, which provide the best signal and packages, etc). Reliable babysitters, tutors, IT support, handymen, plumbers, cleaners who have good reviews from other clients, and clean professional backgrounds and reputations.
3. **Spouse Employment Support.** “OPTIONAL SUPPORT” as not all staff have spouses; or families in Istanbul. UN spouses are expected to be granted the legal right to work in Turkey - advice on employment websites and publications where job ads will be found. How to obtain the work permit. Introduction to the labor market. List of international businesses and organizations.
4. **School Search Support.** “OPTIONAL SUPPORT” as not all staff have children. A number of international schools exist in Istanbul. There are also private local schools that offer an English language curriculum. Are there other schools with Russian, German, Spanish, French and other languages? The staff member will be assisted to better assess the suitability/availability of schools offering a specific national or international curriculum/qualification, and to complete registration and entry requirements.
5. **Veterinary Search Support.** “OPTIONAL SUPPORT” as not all staff have pets. Before the staff member moves, a thorough explanation of Turkish requirements for bringing an animal into the country from the EU, as well as regulations on what to do after they arrive (i.e. within how many days do you need to report to a local vet? What paperwork needs to be filed with what authorities?). Provide a list of expat-approved veterinary clinics and languages spoken.

The Contractor will submit a clear methodology of the relocation support services; as well as an action plan and a detailed description of the processes. The company is requested to provide samples of its intro/welcome packages.

Once contracted, the company will be expected to receive advice and guidance from the Regional Center management and coordinate its work with the Human Resources unit. The company is requested to provide the status report and a final report (customer satisfaction review should be the part of the report).

## **6. DURATION OF THE ASSIGNMENT**

The proposed duration of the assignment is 10 months: from 01 December 2013 to 30 September 2014 on a “when needed basis” (the exact number of staff to be relocated is not known and may vary based on the UNDP needs. The rough estimation of the UNDP on the range is: from 30 to 50).

## **7. QUALIFICATION REQUIRED FROM BIDDERS**

The offeror should be an experienced company with successful performance record of providing full fledged relocation support services to expats in Istanbul, Turkey

The bidders should demonstrate the following min qualification required:

- min 5 years of considerable experience with relocation support services in Istanbul;
- proven by references/recommendations successful experience with large international companies, diplomatic missions (list of clients receiving similar services as in the TORs is to be provided);
- existence of highly competent bi-lingual (English/Turkish) personnel with excellent presentation skills and profound knowledge of Istanbul;
- existence of company's own: a) real estate experts; b) lawyers; capable to deliver the services listed in the TORs.

## **8. SUBMISSION OF OFFERS**

The offers should include the following:

- cover letter addressing the requirements for the qualification and tasks as requested in the TORs, including description/profile of the company and its' registration;
- clear presentation of methodology and approach describing all the steps of requested support services;
- the full list and brief CVs of proposed team members indicating who is Team leader, who are supporting;
- evidence (number) of successful services delivery of similar to TORs tasks;
- list and contacts of at least 5 organizations that successfully used the offeror's services related to mobility support within last 2 years (2011-2013 years). UNDP will be approaching the customers for references and feedback
- price quotation in TLR as per the format below (should be signed by the authorized representative)

## **9. PAYMENT**

UNDP shall effect payments to the Contractor after acceptance by UNDP of the invoices submitted by the contractor, upon achievement of the corresponding milestones. Services will be ordered upon request of UNDP and invoices paid based on confirmation of satisfactory performance & presenting the actual quantity of services provided. There will be no advance payments.