

UNHCR PSP MENA RFP-HCR-PSP-MENA-22-02 - Manpower		
#	QUESTIONS	ANSWERS
1	Who will be responsible for day-to-day supervision of the Frontliners?	UNHCR PSP Team
2	Claw back – Visa Costs. The Visa cost is paid by the Service Provider to the Ministry of Labour upfront. In the event the Frontliner assignment is terminated, the Service provider does not receive refund from the Ministry of Labour. Therefore, Claw backs cannot be offered on Visa Cost as this is not financial viable.	Annex A ToR and Annex B have been amended accordingly.
3	Appreciate if you can provide the Annex E in word format, since our legal would like to share comments on certain clauses.	At the bidding stage, there is no need to provide legal comments on the terms and conditions. These terms will be discussed with the selected supplier at the contract negotiation stage.
4	Annex A, 2.1: Candidate Sourcing: Local/Global Market? If Global how should relocation costs be factored in the proposal, please advise what assessments are required.	Local, Market. Candidate should be in the UAE or else they can come to the UAE on thier cost & can apply. UNHCR will only bear visa/work permit cost.
5	Annex A, 2.1: Employment Visas- Do you require Abu Dhabi visas or will Dubai Visas be sufficient?	We would like to have both options. So staff working in Dubai should have Dubai issued visa & staff working in AD should have AD visa
6	Annex A, 2.1: Please clarify what you mean by permanent visas	Candidate should have either 1 year or 2 years visa issued from the agency
7	Annex A, 2.1: Onboarding timelines will be dependent on notice period and visa approval process? Does UNHCR need to conduct Security Clearance, if yes what is the timelines for approval	We don't require Security clearance
8	Annex A, 2.2: Performance related termination needs to follow UAE Labour Lawe guidelines, please provide clarity on the 30 days notice as this may not be aligned to UAE Labour Law	In the UAE, an employer or an employee may terminate the job contract by serving a notice period as stipulated. This is in accordance with Article 43 (1) of the Employment Law, which states: "Either party to an Employment Contract may terminate the contract for good cause, by giving the other a notice in writing. The employee shall perform his duties during the notice period agreed upon in the contract, provided that the notice period is not less than 30 days and not in excess of 90 days." In this regard the 30 days notice should be in line with UAE Labour Lawe guidelines.
9	Annex A, 3.1.2: We are bound by confidentiality agreements with our clients therefore we are unable to provide names of companies, we are able to provide case studies, please advise if this will suffice	Please list the number of current and previous clients, as scores are to be allocated for the number of clients during the evaluation process. As of due diligence, please provide three references (reference letter, email address, contact person, phone number) from your current/previous clients to be contacted.
10	Annex D: Vendor Registration- We utilise the services of a local partner in Abu Dhabi/Dubai, is the vendor registration form to be completed with partner details?	Please be informed that joint venture, or contractor/subcontractor relationship are allowed. In either case, bidder needs to confirm which company is the project lead to take responsibility of the commercial relationship. The bid is to be submitted under one company, as leader. The winning bidder will be the contracted party, responsible for performance. UNHCR will deal with only one party (as single legal entity) for the administration of the contract, in case of selection. Please read carefully UNHCR General Terms and Conditions (Annex D, page 3, clause 5) about subcontracting. The corresponding VRC is to be filled in for the project lead.
11	Annex E: Please provide a definition of the personnel, is this the service provider's direct employees or contractors deployed to UNHCR (Frontliners)	The supplier shall inform all candidates, prior to their recruitment, that no contractual relation (such as employer – employee) exists between the employee and UNHCR. The contract is to be signed between the selected candidate and the service provider. UNHCR would, in no event, be liable to the selected staff for any sort of compensation and UNHCR is protected by its privileges and immunities.

12	Replacement will be subject to UAE Labour Law	
13	If the definition of personnel includes the contractors(Frontliners) visa cost of the new personnel will be charge to UNHCR. Please clarify.	
14	Criminal (Comprehensive Background Checks) conducted through 3rd Party Provider, how should these costs be factored in the financial proposal?	
15	Recommend to add additional Clauses: For the avoidance of doubt, with respect to any contingent labor or payrolling services provided by Contractor, the following shall apply notwithstanding anything to the contrary in this Agreement: 3.9.1 Contractor has no liability for any employee whose engagement has been requested specifically by UNHCR. 3.9.2 Contractor has no liability (whether under article 8 or otherwise) for the acts or omissions of any employee staffed to UNHCR on a "staffing," "payrolling" or "contingent worker" basis to the extent such employee is acting under the supervision and control of UNHCR (hereafter, an "Associate"). 3.9.3 Notwithstanding the termination of this Agreement or the deployment of any Associate hereunder, UNHCR shall be liable to compensate Contractor for any amounts Contractor is required to pay such Associate under applicable law, including in particular salary in respect of the balance of any applicable employment period.	
16	Manpower utilises local partners for the provision of outsourcing services in Dubai & Abu Dhabi, is this permissible?	
17	Clause 7 is not relevant to outsourcing/staff augmentation services	
18	Indemnity should be mutual	
19	Please clarify	
20	We cannot name UNHCR as an additional insured in our policy	
21	Cannot agree to waiver of subrogation	
22	Recommend to add: 9.8 Notwithstanding anything to the contrary hereunder, Contractor's total liability to the other, whether in contract or tort (including but not limited to breach of warranty and the parties' obligations to indemnify hereunder) shall be limited in the aggregate, for all claims, causes of action and occurrences to \$250,000 dollars U.S., except that this limitation shall not apply to UNHCR's obligation to pay ManpowerGroup's invoices hereunder. neither party shall be liable for or required to indemnify the other party for any incidental, consequential, exemplary, special or punitive damages, including lost profit, regardless of how characterized and even if such party has been advised of the possibility of such damages, which arise from the performance of this agreement or in connection with this agreement, and regardless of the form of action (whether in contract, tort, negligence, strict liability or otherwise).	
23	Addition: Article 20: add following at end. Notwithstanding the foregoing, UNHCR irrevocably waives any and all liability with respect to any action in collection of amounts duly invoiced under this Agreement.	
24	Change recommended: The Contractor and UNHCR shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the Contract. In addition, the Contractor shall maintain compliance with all obligations relating to its registration as a qualified vendor of goods or services to UNHCR, as such obligations are set forth in vendor registration procedures.	
25	In recruit & payroll, our role is not of a processor, contrary to Section 4.1 of UNHCR's Annex F. Both UNHCR and ourselves are independent data controllers, hence we would recommend signing a Data Sharing Agreement. Please advise.	Any amendment to the UNHCR special data protection conditions will be discussed with the selected supplier at the contract negotiation stage, not during the bidding process.
26	Please clarify on the working hours per day and working days per week	7.5 hours per day, 6 days a week
27	Please expand on the term clawback fund	Bidders are requested to offer clawback, i.e., monetary refund system for high turnover rate. In case of low staff performance by the end of the 3rd month from entry on duty (i.e., signing contract), UNHCR PSP UAE can decide on the termination of the contract. In such case, the agency should apply the pre-agreed clawback system, reimbursement of staff on-boarding cost, such as company recruitment fees or other processing fees not paid to third parties. Clawback (monetary refund): certain % paid back regarding the staff on-boarding cost, such as company recruitment fees and other in house admin or labour charges. Please use Annex B (financial offer form) to confirm the refund in %.
28	Please confirm if we can factor the salary less than the defined salary as per the RFP (PSP UAE estimates monthly salary between AED 6000 – 12,000)	Please use the posted salary range to express your monthly admin charge. The service fee is to be paid based on the salary.

29	When is the commencement date of service?	upon completion of the selection process, we will start working with the selected provider. We are planning to have an agreement place no later than end of July.
30	Kindly confirm whether this shortlisted candidate will be under our visa and payroll	Yes
31	Is there any format to submit our technical and commercial proposal? If yes kindly provide us.	Please check annexes and instructions before submitting a question. Annex B and Annex C are for sending a technical and financial offer.
32	What is the work timing for the staff?	Staff should work in one of the two different shift. Weekdays Morning (10-4) Weekdays Evening (5-10). Weekend Morning (10-5) Weekend Evening(5-12). Staff rotates their shifts on weekly basis from morning to evening & vice versa. Apart from the field work staff should attend 45 min training minimum 2 days in weekdays that can conduct either in the office or at mall before their shift starts
33	How many working hours in a day?	7.5 hours
34	How many working days is a week?	6 days
35	Can you share any estimated salary limit for each designation?	PSP UAE estimates monthly salary between AED 6000 – 12,000.
36	Any nationality preference? If yes please specify the designation wise	No preference but would like to have the equal balance of Arabic speaker, Indians, Pakistani & Philipinnes
37	Any Gender preference? If yes please specify the designation wise	No preference but would like to have equal balance of male & female
38	Any existing candidate should be move to our visa & payroll?	No
39	How many years' experience required	Candidate should have atleast direct sales or cold calling experience. Experience should be proven through current and previous projects relevant to the ToR.
40	Please specify the job description of the assignment to be considered.	Annex A1 is a sample JD for a post. At this stage we cannot define all JDs for the upcoming years.
41	Is there any specific currency to mention in the proposal?	You can submit an offer in any currency. Please use single currency.
42	Please clarify that both technical and commercial tenders should be submitted via eTenderbox.	Yes, both.
43	Clarify the location and the number of candidates needed at each location if different	It can be in any malls in Dubai & AD and can have 5-6 staff working in each location divided in two different shifts