



Programme of Assistance to the Palestinian People

برنامج الأمم المتحدة الإنمائي / برنامج مساعدة الشعب الفلسطيني

RFP-2010-009

**Request for Proposal for the establishment of a Long Term Agreement for
Cleaning Services for Gaza office**

Date: 11 August 2010

Dear Sir/Madam,

1. UNDP/PAPP are seeking qualified suppliers for the provision of Cleaning Services as detailed in this RFP. You are therefore invited to submit a proposal in accordance with the terms and conditions included in this Solicitation Document.
2. Included in this RFP are the following:
 - Annex I Instructions to Offerors
 - Annex II General Conditions of Contract
 - Annex III Terms of Reference (TOR)
 - Annex IV Proposal Submission Form
 - Annex V Price Schedule
3. It is required that proposals should be separated in two separate sealed envelopes, one containing the technical proposal and one the financial proposal.
4. The separate sealed envelopes should be delivered to the following address no later than **24th Aug. 2010 2010 at 12:00 hours (Jerusalem time).**

UNDP/PAPP Office –Gaza
Omar Bin Abed Al Aziz Street
Al Remal Gaza
Att. Rima Manneh

The outer envelope should be clearly marked with the title "RFP-2010-009 – Cleaning Services for Gaza office"

5. Pre-bid meeting will be held at UNDP Gaza office at 10:00hrs on 16th Aug. 2010. **Attendance at the pre bid meeting is compulsory** (حضور الاجتماع التمهيدي لإلزامي)
6. Any request for clarification related to this RFP should be submitted in writing to [e-mail proc10.papp@undp.org](mailto:proc10.papp@undp.org) no later than **19th August 2010**. Answers to any clarifications received will be posted on the following web address: www.undp.ps/aboutundp/forms.html

Yours sincerely,

Emma Creighton
Procurement Specialist



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Annex I Instructions to Offerors

A. Introduction

1. General

Cleaning Services for the Gaza office.

2. Cost of proposal

The Offeror shall bear all costs associated with the preparation and submission of the Proposal, the UNDP will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the solicitation.

B. Solicitation Documents

3. Contents of solicitation documents

Proposals must offer services for the total requirement. Proposals offering only part of the requirement will be rejected. The Offeror is expected to examine all corresponding instructions, forms, terms and specifications contained in the Solicitation Documents. Failure to comply with these documents will be at the Offeror's risk and may affect the evaluation of the Proposal.

4. Clarification of solicitation documents

A prospective Offeror requiring any clarification of the Solicitation Documents may notify the procuring UNDP entity in writing at the organization's mailing address or fax number or the email address indicated in the RFP. The procuring UNDP entity will respond in writing to any request for clarification of the Solicitation Documents that it receives earlier than the date mentioned in the invitation letter. Clarifications will be posted on

www.undp.ps/aboutundp/forms.html

5. Amendments of solicitation documents

At any time prior to the deadline for submission of Proposals, the procuring UNDP entity may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Offeror, modify the Solicitation Documents by amendment. Amendments will be posted on www.undp.ps/aboutundp/forms.html.

All prospective Offerors that confirmed their participation in this tender will be notified in writing of all amendments to the Solicitation Documents.

In order to afford prospective Offerors reasonable time in which to take the amendments into account in preparing their offers, the procuring UNDP entity may, at its discretion, extend the deadline for the submission of Proposals.

C. Preparation of Proposals

6. Language of the proposal

The Proposals prepared by the Offeror and all correspondence and documents relating to the Proposal exchanged by the Offeror and the procuring UNDP/PAPP entity shall be written in the English language. Any printed literature furnished by the Offeror may be written in another language so long as accompanied by an English translation of its pertinent passages in which case, for purposes of interpretation of the Proposal, the English translation shall govern.



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7. Documents comprising the proposal

The Proposal shall comprise the following components:

- (a) Proposal submission form;
- (b) Operational and technical part of the Proposal, including documentation to demonstrate that the Offeror meets all requirements;
- (c) Price schedule, completed in accordance with clauses 8 and 9;

8. Technical Proposal

The Offeror shall structure the operational and technical part of its Proposal as follows:

(a) Company Profile

This section should provide corporate orientation to include the year and state/country of incorporation and a brief description of the Offeror's present activities. It should focus on services related to the Proposal.

This section should also describe the organizational unit(s) that will become responsible for the contract, and the general management approach towards a project of this kind. The Offeror should comment on its experience in similar projects and identify the person(s) representing the Offeror in any future dealing with the procuring UNDP/PAPP entity.

(b) Staffing plan

This should fully explain the Offeror's resources in terms of personnel and facilities necessary for the performance of this requirement. It should describe the Offeror's current capabilities/facilities and any plans for their expansion.

(c) Proposed methodology

This section should demonstrate the Offeror's responsiveness to the specification by identifying the specific components proposed, addressing the requirements, as specified, point by point; providing a detailed description of the essential performance characteristics proposed warranty; and demonstrating how the proposed methodology meets or exceeds the specifications.

The operational and technical part of the Proposal should not contain any pricing information whatsoever on the services offered. Pricing information shall be separated and only contained in the appropriate Price Schedules.

It is mandatory that the Offeror's Proposal numbering system corresponds with the numbering system used in the body of this RFP. All references to descriptive material and brochures should be included in the appropriate response paragraph, though material/documents themselves may be provided as annexes to the Proposal/response.

Information which the Offeror considers proprietary, if any, should be clearly marked "proprietary" next to the relevant part of the text and it will then be treated as such accordingly.

9. Financial Proposal

The Offeror shall indicate on an appropriate Price Schedule, the prices of services it proposes to supply under the contract.



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10. Proposal currencies

Prices can be quoted in any freely convertible currency, however for comparison purposes all quotations will be converted into US Dollar at the prevailing UN exchange rate on the date of bid closing.

11. Period of validity of proposals

Proposals shall remain valid for one hundred twenty (120) days from the date of bid closing date as stated in this Solicitation Document. A Proposal valid for a shorter period may be rejected by UNDP on the grounds that it is non-responsive.

In exceptional circumstances, the procuring UNDP/PAPP entity may solicit the Offeror's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. An Offeror granting the request will not be required nor permitted to modify its Proposal.

12. Format and signing of proposals

The Offeror shall prepare two copies of the Proposal, clearly marking each "Original Proposal" and "Copy of Proposal" as appropriate. In the event of any discrepancy between them, the original shall govern.

The two copies of the Proposal shall be typed or written in indelible ink and **shall be signed by the Offeror or a person or persons duly authorized to bind the Offeror to the contract.**

The latter authorization shall be indicated by written power-of-attorney accompanying the Proposal.

A Proposal shall contain no interlineations, erasures, or overwriting except, as necessary to correct errors made by the Offeror, in which case such corrections shall be initialed by the person or persons signing the Proposal.

13. Payment

UNDP shall effect payments to the Contractor after acceptance by UNDP/PAPP of the invoices submitted by the contractor, upon achievement of the corresponding milestones.

D. Submission of Proposals

14. Sealing and marking of proposals

The Offeror shall seal the Proposal in one outer and two inner envelopes, as detailed below.

(a) The outer envelope shall be addressed as follows:

Delivery address
United Nations Development Programme
Programme of Assistance to the Palestinian People
UNDP/PAPP – Gaza
Omar Bin Abed Al Aziz Street.
Al Remal - Gaza

RFP-2010-009 – Cleaning Services for Gaza office



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- (b) Both inner envelopes shall indicate the name and address of the Offeror. The first inner envelope shall contain the information specified in Clause 8 (*Proposal form*) above, with the copies duly marked "Original" and "Copy". The second inner envelope shall include the price schedule duly identified as such.

Note, if the inner envelopes are not sealed and marked as per the instructions in this clause, the procuring UNDP/PAPP entity will not assume responsibility for the Proposal's misplacement or premature opening.

15. Deadline for submission of proposals

Proposals must be received by the procuring UNDP/PAPP entity at the address specified on page 1 of this Solicitation document.

The procuring UNDP entity may, at its own discretion extend this deadline for the submission of Proposals by amending the solicitation documents in accordance with clause *Amendments of Solicitation Documents*, in which case all rights and obligations of the procuring UNDP/PAPP entity and Offerors previously subject to the deadline will thereafter be subject to the deadline as extended.

16. Late Proposals

Any Proposal received by the procuring UNDP/PAPP entity after the deadline for submission of proposals, pursuant to clause *Deadline for the submission of proposals*, will be rejected.

17. Modification and withdrawal of Proposals

The Offeror may withdraw its Proposal after the Proposal's submission, provided that written notice of the withdrawal is received by the procuring UNDP/PAPP entity prior to the deadline prescribed for submission of Proposals.

The Offeror's withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of clause *Deadline for Submission of Proposals*. The withdrawal notice may also be sent by telex or fax but followed by a signed confirmation copy.

No Proposal may be modified subsequent to the deadline for submission of proposals.

No Proposal may be withdrawn in the Interval between the deadline for submission of proposals and the expiration of the period of proposal validity specified by the Offeror on the Proposal Submission Form.

E. Opening and Evaluation of Proposals

18. Opening of proposals

The procuring entity will open the Proposals in the presence of a Committee following the bid closing date and time as stated on page 1 of this Solicitation Document.

19. Clarification of proposals

To assist in the examination, evaluation and comparison of Proposals, the Purchaser may at its discretion, ask the Offeror for clarification of its Proposal. The request for clarification and the response shall be in writing and no change in price or substance of the Proposal shall be sought, offered or permitted.



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20. Preliminary examination

The Purchaser will examine the Proposals to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the Proposals are generally in order.

Arithmetical errors will be rectified on the following basis: If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the Offeror does not accept the correction of errors, its Proposal will be rejected. If there is a discrepancy between words and figures the amount in words will prevail.

Prior to the detailed evaluation, the Purchaser will determine the substantial responsiveness of each Proposal to the Request for Proposals (RFP). For purposes of these Clauses, a substantially responsive Proposal is one which conforms to all the terms and conditions of the RFP without material deviations. The Purchaser's determination of a Proposal's responsiveness is based on the contents of the Proposal itself without recourse to extrinsic evidence.

A Proposal determined as not substantially responsive will be rejected by the Purchaser and may not subsequently be made responsive by the Offeror by correction of the non-conformity.

21. Evaluation and comparison of proposals

A two-stage procedure is utilized in evaluating the proposals, with evaluation of the technical proposal being completed prior to any price proposal being opened and compared. The price proposal of the Proposals will be opened only for submissions that passed the minimum technical score in the evaluation of the technical proposals.

The technical proposal is evaluated on the basis of its responsiveness to the Term of Reference (TOR).

In the Second Stage, the price proposal of all contractors, who have attained the minimum specified score in the technical evaluation will be opened and evaluated.

The proposal from the supplier attaining the highest cumulative total of technical and financial scores will be awarded the contract.

F. Award of Contract

22. Award criteria, award of contract

The procuring UNDP/PAPP entity reserves the right to accept or reject any Proposal, and to annul the solicitation process and reject all Proposals at any time prior to award of contract, without thereby incurring any liability to the affected Offeror or any obligation to inform the affected Offeror or Offerors of the grounds for the Purchaser's action

Prior to expiration of the period of proposal validity, the procuring UNDP entity will award the contract to the qualified Offeror whose Proposal after being evaluated is considered to be the most responsive to the needs of the organization and activity concerned.



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23. Purchaser's right to vary requirements at time of award

The Purchaser reserves the right at the time of award of contract to vary the quantity of services and goods specified in the RFP without any change in price or other terms and conditions.

24. Signing of the contract

Within 7 days of receipt of the contract the successful Offeror shall sign and date the contract and return it to the Purchaser.

25. Performance security

N/A



Annex II General Conditions of Contract

1. LEGAL STATUS

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

2. SOURCE OF INSTRUCTIONS

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

3. 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. 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/PAPP.

5. 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/PAPP for all sub-contractors. The approval of UNDP/PAPP 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 with the provisions of this Contract.

6. OFFICIALS NOT TO BENEFIT

The Contractor warrants that no official of UNDP/PAPP 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. INDEMNIFICATION

The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, UNDP/PAPP, 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.



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8. 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 its 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:
 - (i) Name UNDP/PAPP as additional insured;
 - (ii) Include a waiver of subrogation of the Contractor's rights to the insurance carrier against UNDP/PAPP;
 - (iii) Provide that UNDP/PAPP 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 UNDP/PAPP with satisfactory evidence of The insurance required under this Article.

9. 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 UNDP/PAPP 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. TITLE TO EQUIPMENT

Title to any equipment and supplies that may be furnished by UNDP/PAPP shall rest with UNDP/PAPP and any such equipment shall be returned to UNDP/PAPP at the conclusion of this Contract or when no longer needed by the Contractor. Such equipment, when returned to UNDP/PAPP, 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/PAPP for equipment determined to be damaged or degraded beyond normal wear and tear.

11. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS

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, or documents and other materials which bear a direct relation to or are produced or prepared or collected in consequence of or in the course of the execution of this Contract. At the UNDP/PAP's request, the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring them to UNDP in compliance with the requirements of the applicable law.

12. 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/PAPP or the United Nations in connection with its business or otherwise.



13. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION

- 13.1 All maps, drawings, photographs, mosaics, plans, reports, recommendations, estimates, documents and all other data compiled by or received by the Contractor under this Contract shall be the property of UNDP/PAPP, shall be treated as confidential and shall be delivered only to UNDP/PAPP authorized officials on completion of work under this Contract.
- 13.2 The Contractor may not communicate at any time to any other person, Government or authority external to UNDP/PAPP, any information known to it by reason of its association with UNDP/PAPP which has not been made public except with the authorization of UNDP/PAPP; nor shall the Contractor at any time use such information to private advantage. These obligations do not lapse upon termination of this Contract.

14. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

- 14.1 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 which are beyond the control of the Parties.
- 14.2 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 UNDP/PAPP, 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 UNDP of any other changes in conditions or the occurrence of any event which interferes or threatens to interfere with its performance of this Contract. The notice shall include steps proposed by the Contractor to be taken including any reasonable alternative means for performance that is not prevented by force majeure. On receipt of the notice required under this Article, 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.
- 14.3 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, UNDP/PAPP 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.

15. TERMINATION

- 15.1 Either party may terminate this Contract for cause, in whole or in part, upon thirty days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16 "Settlement of Disputes" 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/PAPP 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/PAPP under this Article, no payment shall be due from UNDP/PAPP to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract. The Contractor shall take immediate steps to terminate the work and services in a prompt and orderly manner and to minimize losses and further expenditures.
- 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, UNDP/PAPP may, without prejudice to any other right or remedy it may have, terminate this Contract forthwith. The Contractor shall immediately inform UNDP/PAPP of the occurrence of any of the above events.



16. 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, or relating to 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

Unless, any such dispute, controversy or claim between the Parties arising out of or relating to this Contract or the breach, termination or invalidity thereof is settled amicably under the preceding paragraph of this Article within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, such dispute, controversy or claim shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining, including its provisions on applicable law. The arbitral tribunal shall have no authority to award punitive damages. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

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

19 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/PAPP to terminate this Contract immediately upon notice to the Contractor, at no cost to UNDP/PAPP.



20. 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/PAPP.

21. 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. AUTHORITY TO MODIFY

No modification or change in this Contract, no waiver of any of its provisions or any additional contractual relationship of any kind with the Contractor shall be valid and enforceable against UNDP/PAPP unless provided by an amendment to this Contract signed by the authorized official of UNDP/PAPP.



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Annex III Terms of Reference

1. Background

The United Nations Development Programme, Programme of Assistance to the Palestinian People UNDP/PAPP is seeking to identify a suitably qualified supplier who can provide cleaning and gardening services for its office premises, parking area and garden in Gaza City.

2. Objective

This tender aims to establish a Long Term Agreement (LTA) with a single supplier for a minimum period of one year. The LTA will be subject to extension based on good performance and upon mutual agreement for up to 3 years. All unit prices of the resulted LTA must be maintained to cover the duration of the LTA.

3. Scope of Work

a. Description of premises

The following areas will require the provision of cleaning and gardening services:

- Main Building - Ground Floor
- Main Building - First Floor
- Main Building - Half of Second Floor
- Main Building - Half of Third Floor
- Main Building - Half Fourth Floor
- Main Building - Half of Fifth Floor (provision, therefore will be confirmed)
- Main Building - Basement
- Main Building - Roof
- Parking Area
- Security Guard Rooms
- Area surrounding the buildings
- Adjacent building (provision, therefore will be confirmed)

b. Staff

The following staff will be required to be provided to fulfill the obligations of the contract:

- Foreman should be assigned as the Contractor's focal point to UNDP and be present at all times with the cleaning crew
- Four cleaner/messengers for office cleaning
- One cleaner for vehicle cleaning
- One Gardener

c. Hours of work

The following hours of working will be required under any contract resulting from this tender:

- Official working days, five days per week - Sunday to Thursday
- Every other Saturday staff required to polish all floors using a polish machine.
- Working hours from 7:00 to 16:00 hours for foreman and cleaners
- Working hours for Gardener, 3 days per week from 7:00 to 16:00



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The contractor should provide transportation for his staff to and from the UNDP premises at the beginning and end of the official working hours.

d. Duties

• **Cleaning of buildings**

Duties include but not limited to cleaning of:

- windows (glass, aluminium profiles, fly screen and the surrounding window cell);
- hallways, stairways, elevator, handrails, all floors, walls, ceilings, bathrooms, shelves, office furniture, corners and light fittings
- spongy covered furniture using vacuum cleaners
- empty trash baskets into plastic trash bags and dispose to dump container close to the building
- every other Saturday all floors should be washed and polished using a polishing machine

• **Cleaning Vehicles**

- total of 30 - 40 vehicles require to be cleaned, as and when available at the UNDP compound
- vehicles should be thoroughly cleaned with soap and water and polished

• **Gardening**

Duties including but are not limited to:

- watering, planting , weeding, mowing and edging the plants
- ensure that the landscaping is tidy and garden is clean at all times

• **Messenger Services**

- Sorting, delivery and pick up of mail from various offices on the premises at regular intervals.
- Photocopying and duplicating services.
- Other duties as required.

e. Supply of materials

- The contractor is responsible to provide the following:
 - all required equipment to undertake all cleaning and gardening, including commercial floor polishing machine
 - all required material to effectively undertake all services under this contract, including but not limited to cleaning products for inside and outside buildings and gardening materials, including fertilizer and replacement plants as required.
- The contractor is prohibited from using any equipment which makes a loud noise on the official working days, Sunday - Thursday
- Approval of UNDP representative should be obtained for all cleaning materials to ensure all materials are of adequate quality

f. Security Arrangements

- The contractor should send to the working location sufficient and agreed upon number of staff. The names and IDs of all staff will be required to be provided to UNDP upon signature of contract. The contractor will be required to obtain the approval of UNDP in writing before any staff changes can be made.



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- All staff are inspected prior to entering and leaving the UNDP premises
- The contractors staff are not allowed to enter any office without being escorted by UNDP representative
- The contractor's staff must comply with the instructions of the UNDP security guards and UNDP representative
- The contractor's staffs should be dressed in a uniform with the cleaning company's logo clearly visible on the uniform

g. Role of UNDP representative

- The contractor must obtain the approval of the UNDP representative on the satisfactory completion of the services performed. Payment to the contractor will not be processed without the approval of the satisfactory completion of services.
- The UNDP representative may check any outgoing trash bags

h. Liability

- The Contractor and his staff should take all necessary safety measures in undertaking all services related to this contract
- The contractor shall be responsible for the safety of his staff members including personal injury or death while undertaking all services related to this contract
- The contractor will be held liable for any material damage that occurs as a result of undertaking any services related to this contract

4. Qualifications

The Bidders should demonstrate that they have the proven experience and capacity to undertake the services and as such it is required that the bidder has a minimum of 5 years experience in provision of services similar to requested in this RFP.

The number of personnel required undertaking the requirements as detailed in this RFP should be decided by the prospective supplier; however the following minimum staff is required:

- Foreman (It is required that he has at least secondary school certificate)
- Four cleaner/messengers for office cleaning
- One cleaner for vehicle cleaning
- One Gardener

Technical Proposal

The following documents should be submitted to form the technical proposal:

- Proposal Submission Form (see Annex IV)
- Company Profile and description of the company capacities (Bidder should be a registered and licensed Company and able to issue tax invoices. Bidder must provide company registration certificate and shall be able to Provide the VAT clearance certificate upon request).
- List of similar executed projects within the last 5 years
- Three reference letters from corporate or UN clients



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- Staffing Plan and profile of each staff included in the plan. A matrix should be provided to show which staff will work on what activities and for what duration.
- CV's of the key staff members as specified in point 3(b) of this TOR
- Methodology, detailing how the work will be undertaken and plan to show how activities will be organised to ensure that the TOR is satisfactory completed

Evaluation will be undertaken by first evaluating the technical proposals. In order for proposals to be considered technically compliant, the technical evaluation score must exceed the minimum as shown below:

No	Description	Minimum Score required	Maximum score attainable
A	Technical proposal	49	70
B	Financial proposal	n/a	30
TOTAL			100

Proposals not attaining the minimum technical score will be considered technically non-compliant and disqualified. Financial Proposals will only be opened if the technical proposal attains the required minimum score.

Weightings that will be applied in order to evaluate technical and financial proposals are shown in the above table.



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The following criteria will be used to evaluate the technical proposals:

No	Criteria	Maximum Score	Breakdown
1	Expertise of Firm /Organization Submitting Proposal	30	
	a Does the Company Profile reflect the requirements of the TOR?		5
	b Do projects undertaken within the last 5 years relate to the TOR? (Minimum 5 years experience in provision of Cleaning Services)		15
	c Quality of References provided by 3 previous clients		10
2	Staffing	30	
	a Is overall staffing plan sufficient to undertake TOR?		5
	b Are profiles of each staff adequate to undertake TOR?		5
	c Foreman		5
	d 4 x Cleaners/Messengers		10
	e 1 x Cleaner of vehicles		2.5
	f 1 x Gardener		2.5
3	Methodology	10	
	a Clear understanding of all requirements within the TOR		3



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No	Criteria	Maximum Score	Breakdown
b	Are all elements of the TOR covered to demonstrate how services will be effectively completed?		3
c	Does plan demonstrate how tasks will be undertaken to ensure full compliance to TOR		4

Maximum Total Score 70

Financial Proposal

In a separate envelope the financial proposal should be submitted that consists of the following documents:

- Monthly rate for provision of services, which should be broken down to show the following level of detail:
 - o Daily rates of staff
 - o Administrative costs
 - o Overhead and profit
 - o Materials
 - o Any other applicable costs

Award of contract

Award will be made to the offeror who provides the best proposal from a technical and financial perspective. The final scores will be calculated as follows:

The price score for the financial proposal will be calculated in the following manner:

Where “x” is the price of the lowest proposal

And “y” is the price of any other proposal,

The percentage score for price allocated to the lowest proposal will be 100 points, and to any other proposal x/y times 100.

The General mark or combined score for each proposal will be arrived as follows:

The score of the Technical proposal multiplied by 70% will be added to the Financial Proposal score multiplied by 30%. The firm whose proposal received the highest combined will be the successful bidder.



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Annex V PRICE SCHEDULE

The Contractor is asked to prepare the Price Schedule as a separate envelope from the rest of the RFP response as indicated in Section D paragraph 14 (b) of the Instruction to Offerors.

All prices/rates quoted must be exclusive of all taxes, since the UNDP is exempt from taxes as detailed in Section II, Clause 18.

The Price Schedule must provide a detailed cost breakdown. Provide separate figures for each functional grouping or category.

Estimates for cost-reimbursable items, if any, such as travel, and out of pocket expenses should be listed separately.

In case of an equipment component to the service provided, the Price Schedule should include figures for both purchase and lease/rent options. The UNDP reserves the option to either lease/rent or purchase outright the equipment through the Contractor.

Offered unit prices must be a fixed rate inclusive of all expenses (expected and unforeseen)