



## REQUEST FOR PROPOSAL (RFP)

NAME & ADDRESS OF FIRM	DATE: October 10, 2018
	REFERENCE: RFP 006/TLS/2018

Dear Sir / Madam:

We kindly request you to submit your Proposal for Building and Ground Maintenance Services for Common Premises of UN Agencies Dili, Timor Leste).

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

Proposals may be submitted on or before **Wednesday, October 31, 2018** and via email, courier mail or fax to the address below:

**United Nations Development Programme**

UN House, Caicoli Street P.O Box 008 Dili

Attn. of Mr. Claudio Providas, Country Director

Phone number +670.3311220, Email: [bids.tp@undp.org](mailto:bids.tp@undp.org)

Your Proposal must be expressed in the English, and valid for a minimum period of 90 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 the .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/content/undp/en/home/operations/procurement/protestandsanctions/>

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,

Diana Lina Bernardo  
Operations Manager

### Description of Requirements

Context of the Requirement	Provision of Building and Ground Maintenance Services for UNDP Common Premises in UN House Compound
Implementing Partner of UNDP	UNDP Timor-Leste
Brief Description of the Required Services <sup>1</sup>	UNDP Common Premises Unit planning to have a contract with Building and Ground Maintenance Services company to provide above services to UN House Compound
List and Description of Expected Outputs to be Delivered	Refer to Annex 4
Person to Supervise the Work/Performance of the Service Provider	<i>UNDP Common Premises Manager</i>
Frequency of Reporting	<b><i>Refer to Annex 4</i></b>
Progress Reporting Requirements	Monthly basis
Location of work	<input checked="" type="checkbox"/> UN House, Caicoli Street, Dili Timor-Leste <input type="checkbox"/> At Contractor's Location
Expected duration of work	1 year initial with possibility to extend further for additional two years based on performance of services and requirements.
Target start date	15 November 2018
Latest completion date	14 November 2019
Travels Expected	None
Special Security Requirements	<input type="checkbox"/> Security Clearance from UN prior to travelling <input type="checkbox"/> Completion of UN's Basic and Advanced Security Training <input type="checkbox"/> Comprehensive Travel Insurance <input type="checkbox"/> Others N/A
Facilities to be Provided by UNDP (i.e., must be excluded from Price Proposal)	<input checked="" type="checkbox"/> Office space and facilities <input type="checkbox"/> Land Transportation <input type="checkbox"/> Others N/A
Implementation Schedule indicating breakdown and timing of activities/sub-activities	<input checked="" type="checkbox"/> Required <input type="checkbox"/> Not Required

<sup>1</sup> A detailed TOR may be attached if the information listed in this Annex is not sufficient to fully describe the nature of the work and other details of the requirements.

Names and curriculum vitae of individuals who will be involved in completing the services	<input checked="" type="checkbox"/> Required <input type="checkbox"/> Not Required																							
Currency of Proposal	<input checked="" type="checkbox"/> United States Dollars <input type="checkbox"/> Euro <input type="checkbox"/> Local Currency																							
Value Added Tax on Price Proposal <sup>2</sup>	<input type="checkbox"/> must be inclusive of VAT and other applicable indirect taxes <input checked="" type="checkbox"/> must be exclusive of VAT and other applicable indirect taxes																							
Validity Period of Proposals (Counting for the last day of submission of quotes)	<input type="checkbox"/> 60 days <input checked="" type="checkbox"/> 90 days <input type="checkbox"/> 120 days  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.																							
Partial Quotes	<input checked="" type="checkbox"/> Not permitted <input type="checkbox"/> Permitted <i>[pls. provide conditions for partial quotes, and ensure that requirements are properly listed to allow partial quotes (e.g., in lots, etc.)]</i>																							
Payment Terms <sup>3</sup>	<table border="1"> <thead> <tr> <th>Outputs</th> <th>Percentage</th> <th>Timing</th> <th>Condition for Payment Release</th> </tr> </thead> <tbody> <tr> <td>Completion of services as per ToR</td> <td>100%</td> <td>Monthly following report submission by company</td> <td rowspan="5">           Within thirty (30) days from the date of meeting the following conditions:            a) UNDP's written acceptance (i.e., not mere receipt) of the quality of the outputs; and            b) Receipt of invoice from the Service Provider.         </td> </tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> </tbody> </table>				Outputs	Percentage	Timing	Condition for Payment Release	Completion of services as per ToR	100%	Monthly following report submission by company	Within thirty (30) days from the date of meeting the following conditions: a) UNDP's written acceptance (i.e., not mere receipt) of the quality of the outputs; and b) Receipt of invoice from the Service Provider.												
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<sup>2</sup> VAT exemption status varies from one country to another. Pls. check whatever is applicable to the UNDP CO/BU requiring the service.

<sup>3</sup> UNDP preference is not to pay any amount in advance upon signing of contract. If the Service Provider strictly requires payment in advance, it will be limited only up to 20% of the total price quoted. For any higher percentage, or any amount advanced exceeding \$30,000, UNDP shall require the Service Provider to submit a bank guarantee or bank cheque payable to UNDP, in the same amount as the payment advanced by UNDP to the Service Provider.

Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment	UNDP Common Premises Manager
Type of Contract to be Signed	<input type="checkbox"/> Purchase Order <input type="checkbox"/> Institutional Contract <input checked="" type="checkbox"/> Contract for Professional Services <input checked="" type="checkbox"/> Long-Term Agreement <sup>4</sup> and PO <input type="checkbox"/> Other Type of Contract <i>[pls. specify]</i>
Criteria for Contract Award	<input type="checkbox"/> Lowest Price Quote among technically responsive offers <input checked="" type="checkbox"/> Highest Combined Score (based on the 60% technical offer and 40% price weight distribution) <input checked="" type="checkbox"/> Full acceptance of the UNDP Contract General Terms and Conditions (GTC). This is a mandatory criteria 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.
Criteria for the Assessment of Proposal	<p><b><u>Technical Proposal (60%)</u></b></p> <input checked="" type="checkbox"/> Expertise of the Firm (refer to selection criteria) <input checked="" type="checkbox"/> Methodology, Its Appropriateness to the Condition and Timeliness of the Implementation Plan (refer to selection criteria) <input checked="" type="checkbox"/> Management Structure and Qualification of Key Personnel (refer to selection criteria)
	<p><b><u>Financial Proposal (40%)</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.  Please refer to Annex 5</p>
UNDP will award the contract to:	<input checked="" type="checkbox"/> One and only one Service Provider <input type="checkbox"/> One or more Service Providers, depending on the following factors : <i>[Clarify fully how and why will this be achieved. Please do not choose this option without indicating the parameters for awarding to multiple Service Providers]</i>
Annexes to this RFP <sup>5</sup>	<input checked="" type="checkbox"/> Form for Submission of Service Providers Proposal (Annex 2) <input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 3) <sup>6</sup> <input checked="" type="checkbox"/> Detailed ToR (Annex 4) <input checked="" type="checkbox"/> Others <sup>7</sup> (Selection Criteria Annex 5)

<sup>4</sup> Minimum of one (1) year period and may be extended up to a maximum of three (3) years subject to satisfactory performance evaluation. This RFP may be used for LTAs if the annual purchases will not exceed \$100,000.00.

<sup>5</sup> Where the information is available in the web, a URL for the information may simply be provided.

<sup>6</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>7</sup> A more detailed Terms of Reference in addition to the contents of this RFP may be attached hereto.

Contact Person for Inquiries (Written inquiries only) <sup>8</sup>	<p><i>Procurement.staff.tp@undp.org</i></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>
Other Information [pls. specify]	

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<sup>8</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 Providers Proposal

*(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery<sup>9</sup>)*

[insert: Location]

[insert: Date]

To: [insert: Name and Address of UNDP focal point]

Dear Sir/Madam:

We, the undersigned, hereby offer to render the following services to UNDP in conformity with the requirements defined in the RFP dated [specify date], 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) *Latest Audited Financial Statement – income statement and balance sheet to indicate its financial stability, liquidity, credit standing, and market reputation, etc. ;*
- d) *Track Record – list of clients for similar services as those required by UNDP, indicating description of contract scope, contract duration, contract value, contract references;*
- e) *Certificates and Accreditation – including Quality Certificates, Patent Registrations, Environmental Sustainability Certificates, etc.*
- f) *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.*

<sup>9</sup> Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

**C. Qualifications of Key Personnel**

*If required by the RFP, the Service Provider must provide :*

- 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.*

**D. Cost Breakdown per Deliverable\***

*Please refer to Financial Proposal table in Selection Criteria in Annex 5*

*[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.

## Terms of Reference (TOR)

### Common Premises Building and Ground Maintenance Services.

#### 1. Objective.

With the desire of the UN Agencies to create and maintain acceptable standards of maintenance within the environment of the UN Common Premises in Dili, Timor-Leste, the provision of Building and Ground Maintenance Services is required. UNDP as the leading organization performs a role of Services Manager for UN Agency premises in Dili, Timor-Leste. In order to provide Building and Ground Maintenance Services to the UN Agency Compound a competitive process is being launched.

#### 2. Scope of Building and Ground Maintenance services

In order to achieve all the objectives, the contractor shall perform the following tasks.

The specific Building and Ground Maintenance services shall include but not limited to the following.

1. Provide a Technical Supervisor and skilled laborers which includes electricians, plumbers, carpenters, civil construction workers, air conditioner (AC) and water/submersible pump service technicians as and when required.
2. On daily basis ensure that electric power, drainages, sewerage and the water supply to all offices, Kobe houses and toilets are functioning normally and if not take the necessary action to restore the supply or proper functioning.
3. Receive work orders from different Agencies, plan and prioritize work with consultation and approval of Common Premises Manager (CPM).
4. The Contractor's Technical Supervisor will outsource as required, obtain an estimate of the cost of the work to be done and submit to CPM for further necessary action and subsequent approval. Purchasing of all required items will be sustained by the UN Agencies Common Premises Budget with item quality consultation from the Contractor's Technical Supervisor.
5. Prepare detailed reports describing inspections, repairs and other works & services conducted at UN Premises. Onwards after delivery of above mentioned type of services, reports to be submitted to CPM for approval daily. All reports that were approved during following month to be attached to an invoice for confirmation of a monthly fee payment.
6. Prepare a technical report about condition of UN Premises including buildings and power/ AC/ water/ drainage/ sewer working systems once every three months.
7. Prepare preventive maintenance plan including budget for a period of three following months and present in prior to CPM for review and approval and carry out preventive maintenance work as authorized. The maintenance plan for each following three months has to be presented within a first week of previous month.
8. The Contractor shall monitor the conditions of the buildings, electrical installations, air conditioners and assure that they are at all times in good order and not hazardous to use by UN staff members and guests.
9. The Contractor shall assist staff with any special requirements that may come up from time to time and responding to any emergencies which may arise at UN Agency Premises.
10. The Contractor shall provide all necessary equipment, electrical and building appliance means and suitable personnel with appropriate experience for required services in the UN Agency Premises. Maintenance of acceptable standards of maintenance is essential.
11. The Contractor shall also perform miscellaneous services as maybe needed by staff which may include, but not limited to, moving furniture and relocating offices, attending to guests and running errands within or around the building.
12. The Contractor shall also perform such tasks as may be requested by UNDP for itself or on behalf of any other Agency.



### **3. Schedule of services**

1. Place a Technical Supervisor and skilled laborer in the UN Premises from 7.30 to 17.30 hours Monday through Friday and on call at all other times (24 hours /7 days per week) in emergency.
2. During national holidays that are not included in UN Holidays, Contractor's personnel shall also report for work to render regular services.
3. In exceptional contingency circumstances, upon request for delivery services after working hours, the contractor will provide personnel required. The cost of services delivered after working hours shall be part of fixed monthly fee and not considered as extra expenses. The Contractor shall therefore maintain a sufficient number of personnel, with regular assignment or on-call basis, for the above mentioned purposes.
4. The Contractor shall provide uniforms to personnel for easy identification.
5. Contractor will provide training in building maintenance services to personnel.

ITEM NO.	DESCRIPTION OF AREA/ ITEM	DESCRIPTION OF SERVICES	REQUIRED FREQUENCY	PROPOSED FREQUENCY
<b>1.0</b>	<b>Buildings</b>			
1.1	Electrical Appliances	Ensure all electrical appliances are working and in good condition.	Daily	
1.2		Change worn out cables, plugs and accessories	As and when required	
<b>2.0</b>	<b>Water Tank</b>			
2.1		Ensure that the level of water is always at maximum for supplying the toilets and offices. All water pumps are operating properly.	Daily	
2.3		Ensure all water supply appliance (taps, fittings, pipes etc.) are working and in good condition at toilets, offices and external water distributing lines.	Daily	
<b>3.0</b>	<b>Air Conditioners</b>			
3.1		Ensure all air conditioners in offices and Kobe houses are maintained regularly, clean and functioning properly and repair or change damaged ones.	As and when required	
<b>4.0</b>	<b>Drainages and car park</b>			
4.1		Ensure that drainages are not clogged with debris weekly and after heavy rainfalls.	As and when required	
4.2		Potholes in Official and staff car parks are always filled up to avoid settling of water.	As and when required	
4.3		Ensure that all rain gutters at UN premises are not clogged with debris weekly and after heavy rainfalls. Remove tree leaves and other debris from roofs.	As and when required	
<b>5.0</b>	<b>Sewerage</b>			
5.1		Ensure that sewerage pipes from toilets and offices are not clogged and clean when required. Maintain level of liquid waste in five septic tanks and alert CPM for septic tanks cleaning action.	Daily	

6.0	Office blocks			
6.1		Ensure that occupational health and safety standards are met and maintained.	Daily	
6.2		Reactive building maintenance to correct faults and damages.	As and when required	
6.3		Repair locks, doors, roofs and windows.	As and when required	
6.4		Prepare detailed reports describing repairs, inspections and other works conducted at UN Premises. Reports to be submitted to CPM for approval. Upon CPM approval, reports to be attached to an invoice to confirm a monthly fee payment.	As and when completed	
6.5		Prepare preventive maintenance plan (Infrequent replacement of major components of buildings).	Monthly	
6.6		Measure and re-construct office spaces, install ventilation, cooling and electrical power sources.	As and when required	
6.7		Alter or modify the fabric of buildings, grounds or their infrastructure.	As and when required	
6.8		Receive work orders and obtain cost estimate of construction work.	As and when required	

#### **4. Duration of Contract**

The services of the building maintenance shall be contracted by the UNDP in behalf of the UN Agencies for the UN Common Premises in Dili, Timor-Leste for a period of one year with two one year optional renewal period. This contract will be renewed on an annual basis subject to their satisfactory performance as may be recommended.

#### **5. Qualifications of the Contractor.**

The Contractor shall possess the following requirements.

1. Proven track record in rendering satisfactory services to Common Premises, buildings, condominiums, apartments and offices in various business/financial institutions.
2. Practice and enforce the provisions of the National labor code. Copies of license and other permission documents to confirm ability to provide Building and Ground Maintenance Services in Timor-Leste.
3. Financially sound and stable, as may be evidenced by authentic financial statements for the **past** one (1) of operation.
4. Sufficient trustworthiness of personnel to be allowed access to offices of the highest UN officials and even the most sensitive areas of the UN Premises.
5. Physically and mentally fit personnel to efficiently and effectively perform the daily services required. The Supervisor must be over the age of 21. The Technicians must be over the age of 18.
6. Must possess utmost integrity, outstanding moral character, emotionally stable and ethical in their behavior at all times.
7. The Contractor shall fully recognize that noncompliance or violation of any of the above requirements and standards during the contractor's engagement with the UN may result to request for replacement or personnel or termination of the contract.

## **6. Presentation of Proposals**

1. The bidders shall provide Company registration, articles of incorporation, registration certificates, and financial statement.
2. A track record comprising of a matrix indicating the company's previous and existing contracts. Experience in serving international and diplomatic organizations. The proposal should submit the details of the previous contracts i.e. the location, description of services.
3. The proposal should submit a statement confirming ability to provide the description of services and the frequency stated in the Example of Price Schedule.
4. A financial proposal that will detail the cost of the provision of services on a monthly basis, broken down into specific cost components including .but not limited to, basic cost of labor and overtime rates.
5. CVs of technical personnel that will be assigned to provide the services.

### Selection Criteria: Evaluation Process and Evaluation Tables

Evaluation of the proposals will include 2 steps:

1. Evaluation of technical proposal
2. Evaluation of financial proposal

RFP evaluation methodology will be based on a cumulative analysis scheme where a total score is obtained upon the combination of weighted technical and financial attributes. The weight of the technical proposal – 60% (600 points) and the weight of the financial proposal - 40% (400 points)

Prior to evaluation of the proposals, UNDP shall determine whether proposals are complete with respect to minimum documentary requirements, whether or not the Proposer is in the UN Security Council 1267/1989 Committee's list of terrorists and terrorist financiers, and in UNDP's list of suspended and removed vendors, whether the proposals are generally in order, whether proposal validity is respected, whether the full range of items is covered for the quoted LOT, whether bidders are compliant with General Terms and Conditions and other. UNDP may reject any proposal at this stage.

**Step 1** - Technical evaluation criteria (weighted) – maximum obtainable points – 600.

Technical evaluation criteria are summarized in the table below. Technical proposals must obtain minimum 420 points (70% of 600 points) to proceed to financial evaluation.

**Step 2** - Financial evaluation (weighted) – maximum obtainable points –400:

Financial proposals are not to be opened until the technical proposals have been evaluated. Only proposals achieving minimum 420 points in the technical evaluation will be opened. Any proposals that do not meet the minimum technical score requirement will be rejected as being non-responsive (technically non-compliant).

Maximum number of points will be assigned to the financial proposal resulting in the lowest cost. The points for other proposals will be assigned according to the formula:

$$\frac{(\text{max score} \times \text{lowest price proposal} (\$))}{\$ \text{price of proposal}} = \text{score for price proposal (x)}$$

The total score for each Bidder will be calculated by summing up technical score and financial score.

Evaluation forms for technical proposals and financial proposals follow on the next two pages. The obtainable number of points specified for each evaluation criterion indicates the relative significance or weight of the LOT in the overall evaluation process.

## Technical Evaluation Table

Technical Proposal Evaluation Form 1		Points obtainable	Company / Other Entity				
			A	B	C	D	E
Proposed Services and Approach (60%)							
1.1	To what degree does the Offeror fulfil the requirements in the Provision of Waste Collection Services in UN Compound <b>in regards to provision of a Technical Supervisor and skilled labourers for the specific Building and Ground Maintenance services?</b>	100					
1.2	To what degree does the Offeror fulfil the requirements in the Provision of Waste Collection Services in UN Compound <b>in regards to preparing a technical report about condition of UN Premises including buildings and the infrastructure (power/ AC/ water/ drainage/ sewer working systems) and ground maintenance in UN Compound including a preventive maintenance plan?</b>	100					
1.3	To what degree does the Offeror fulfil the requirements in the Provision of Waste Collection Services in UN Compound <b>in regards to ensuring on a daily basis that electric power, drainages, sewerage and the water supply to all offices, common premises and toilets are functioning normally and taking the necessary action to restore the supply or proper functioning?</b>	100					
TOTAL:		300					

Technical Proposal Evaluation Form 2		Points obtainable	Company / Other Entity				
			A	B	C	D	E
Expertise of Firm / Organization Submitting Proposal (40%)							
2.1	Reputation of Organization demonstrated through experience and performance in the past for assignments of similar complexity.	100					
2.2	Proven track record in rendering satisfactory ability to provide Building and Ground Maintenance Services in Timor-Leste to Common Premises, buildings, condominiums, apartments and offices in various business/financial institutions	100					
2.3	Quality assurance (ISO 9001, ISO 14001 etc.).	25					
2.4	Physically and mentally fit personnel to efficiently and effectively perform the daily services required.	25					
2.5	Financial Soundness (turnover, quick ratios etc.).	50					
TOTAL:		300					

## Financial Proposal Table

### Cost Breakdown by Cost Component:

Must be duly completed by the Proposer and returned with the Proposal. Supplementary information shall be attached according to the requirements

**Financial Evaluation = Price for year 1 + Price for year 2 + Price for year 3**

ITEM NO.	AREA/ ITEM	DESCRIPTION OF SERVICES	Price for Year 1	Price for Year 2	Price for Year 3	TOTAL
<b>1.0</b>	<b>Electrical Appliances</b>	Ensure all electrical appliances are working and in good condition.				
1.1		Change worn out cables, plugs and accessories				
<b>2.0</b>	<b>Water Tank</b>	Ensure that the level of water is always at maximum for supplying the toilets and offices. All water pumps are operating properly.				
2.1		Ensure all water supply appliance (taps, fittings, pipes etc.) are working and in good condition at toilets, offices and external water distributing lines.				
<b>3.0</b>	<b>Air Cons</b>	Ensure all air conditioners in offices and Kobe houses are maintained regularly, clean and functioning properly and repair or change damaged ones.				
<b>4.0</b>	<b>Drainages &amp; carpark</b>	Ensure that drainages are not clogged with debris weekly and after heavy rainfalls.				
4.1		Potholes in Official and staff car parks are always filled up to avoid settling of water.				
4.2		Ensure that all rain gutters at UN premises are not clogged with debris weekly and after heavy rainfalls. Remove tree leaves and other debris from roofs.				
<b>5.0</b>	<b>Sewerage</b>	Ensure that sewerage pipes from toilets and offices are not clogged and clean when required. Maintain level of liquid waste in five septic tanks and alert CPM for septic tanks cleaning action.				
<b>6.0</b>	<b>Office blocks</b>	Ensure that occupational health and safety standards are met and maintained.				
6.1		Reactive building maintenance to correct faults and damages.				
6.2		Repair locks, doors, roofs and windows.				
6.3		Prepare detailed reports describing repairs, inspections and other works conducted at UN Premises.				
6.4		Prepare preventive maintenance plan (Infrequent replacement of major components of buildings).				
6.5		Measure and re-construct office spaces, install ventilation, cooling and electrical power sources.				
6.6		Alter or modify the fabric of buildings, grounds or their infrastructure.				
6.7		Receive work orders and obtain cost estimate of construction work				
		<b>TOTAL</b>				