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# **INVITATION TO BID**

Provision of Cleaning, Housekeeping, Gardening, Fumigation and Pest Control, Garbage Collection and Disposal services for UN Agencies at PAP Building under Long Term Agreement (LTA)



- ITB No.: **ITB/ONE UN HOUSE/2019/003**
- Project: ONE UN HOUSE
- Country: LIBERIA
- Issued on: 18 March 2019

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# Section 1. Letter of Invitation

The United Nations Development Programme (UNDP), on behalf of United Nations Agencies in Liberia within the One United Nations (UN) House, PAP Building is soliciting to obtain an experienced Contractor to establish a Long-Term Agreement (LTA) for:

- Lot 1: the Provision of for Cleaning, Housekeeping and Gardening services for the One UN House (Pan African Plaza, PAP)
- Lot 2: the provision of fumigation and Pest Control, Garbage Collection and Disposal services for the One UN House (Pan African Plaza, PAP)

#### A contractor can quote for one or the two lots.

This ITB includes the following documents and the General Terms and Conditions of Contract which is inserted in the Bid Data Sheet:

Section 1: This Letter of Invitation Section 2: Instruction to Bidders Section 3: Bid Data Sheet (BDS) Section 4: Evaluation Criteria Section 5: Schedule of Requirements and Technical Specifications Section 6: Returnable Bidding Forms • Form A: Bid Submission Form • Form B: Bidder Information Form

- Form C: Joint Venture/Consortium/Association Information Form
- Form D: Qualification Form
- Form E: Format of Technical Bid
- Form F: Price Schedule
- Form G: Fidelity Bond

If you are interested in submitting a Bid in response to this ITB, please prepare your Bid in accordance with the requirements and procedure as set out in this ITB and submit it by the Deadline for Submission of Bids set out in Bid Data Sheet.

Please acknowledge receipt of this ITB by sending an email to **procure.lr@undp.org**, indicating whether you intend to submit a Bid or otherwise. You may also utilize the "Accept Invitation" function in eTendering system, where applicable. This will enable you to receive amendments or updates to the ITB. Should you require further clarifications, kindly communicate with the contact person/s identified in the attached Data Sheet as the focal point for queries on this ITB.

UNDP looks forward to receiving your Bid and thank you in advance for your interest in UNDP procurement opportunities.

Issued by

Approved by:

Name: Procurement Unit Title: Procurement Specialist Date: **March 18, 2019**  Name: Mulugeta Abebe Title: Deputy Resident Representative/Operations Date: **March 18, 2019** 

# Section 2. Instruction to Bidders

GENERAL PROVISIONS				
1. Introduction	1.1	Bidders shall adhere to all the requirements of this ITB, including any amendments made in writing by UNDP. This ITB is conducted in accordance with the UNDP Programme and Operations Policies and Procedures (POPP) on Contracts and Procurement which can be accessed at <u>https://popp.undp.org/SitePages/POPPBSUnit.aspx?TermID=254a9f96-b883-476a-8ef8-e81f93a2b38d</u>		
	1.2	Any Bid submitted will be regarded as an offer by the Bidder and does not constitute or imply the acceptance of the Bid by UNDP. UNDP is under no obligation to award a contract to any Bidder as a result of this ITB.		
	1.3	UNDP reserves the right to cancel the procurement process at any stage without any liability of any kind for UNDP, upon notice to the bidders or publication of cancellation notice on UNDP website.		
	1.4	As part of the bid, it is desired that the Bidder registers at the United Nations Global Marketplace (UNGM) website ( <u>www.ungm.org</u> ). The Bidder may still submit a bid even if not registered with the UNGM. However, if the Bidder is selected for contract award, the Bidder must register on the UNGM prior to contract signature.		
2. Fraud & Corruption, Gifts and Hospitality	2.1	UNDP strictly enforces a policy of zero tolerance on proscribed practices, including fraud, corruption, collusion, unethical or unprofessional practices, and obstruction of UNDP vendors and requires all bidders/vendors observe the highest standard of ethics during the procurement process and contract implementation. UNDP's Anti-Fraud Policy can be found at <a href="http://www.undp.org/content/undp/en/home/operations/accountability/audit/office_of_audit_andinvestigation.html#anti">http://www.undp.org/content/undp/en/home/operations/accountability/audit/office_of_audit_andinvestigation.html#anti</a>		
	2.2	Bidders/vendors shall not offer gifts or hospitality of any kind to UNDP staff members including recreational trips to sporting or cultural events, theme parks or offers of holidays, transportation, or invitations to extravagant lunches or dinners.		
	2.3	In pursuance of this policy, UNDP:		
		(a) Shall reject a bid if it determines that the selected bidder has engaged in any corrupt or fraudulent practices in competing for the contract in question; (b) Shall declare a vendor ineligible, either indefinitely or for a stated period, to be awarded a contract if at any time it determines that the vendor has engaged in any corrupt or fraudulent practices in competing for, or in executing a UNDP contract.		
	2.4	All Bidders must adhere to the UN Supplier Code of Conduct, which may be found at <a href="http://www.un.org/depts/ptd/pdf/conduct_english.pdf">http://www.un.org/depts/ptd/pdf/conduct_english.pdf</a>		
3. Eligibility	3.1	A vendor should not be suspended, debarred, or otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization. Vendors are therefore required to disclose to UNDP whether they are subject to any sanction or temporary suspension imposed by		

	3.2	these organizations. It is the Bidder's responsibility to ensure that its employees, joint venture members, sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as established by UNDP.
4. Conflict of Interests	4.1	Bidders must strictly avoid conflicts with other assignments or their own interests, and act without consideration for future work. Bidders found to have a conflict of interest shall be disqualified. Without limitation on the generality of the above, Bidders, and any of their affiliates, shall be considered to have a conflict of interest with one or more parties in this solicitation process, if they:
		<ul> <li>a) Are or have been associated in the past, with a firm or any of its affiliates which have been engaged by UNDP to provide services for the preparation of the design, specifications, Terms of Reference, cost analysis/estimation, and other documents to be used for the procurement of the goods and services in this selection process;</li> <li>b) Was involved in the procurement of the procuremen</li></ul>
		<ul><li>b) Were involved in the preparation and/or design of the programme/project related to the goods and/or services requested under this ITB; or</li><li>c) Are found to be in conflict for any other reason, as may be established by, or at the discretion of UNDP.</li></ul>
	4.2	In the event of any uncertainty in the interpretation of a potential conflict of interest, Bidders must disclose to UNDP, and seek UNDP's confirmation on whether or not such conflict exists.
	4.3	Similarly, the Bidders must disclose in their Bid their knowledge of the following:
		<ul> <li>a) If the owners, part-owners, officers, directors, controlling shareholders, of the bidding entity or key personnel who are family members of UNDP staff involved in the procurement functions and/or the Government of the country or any Implementing Partner receiving goods and/or services under this ITB; and</li> <li>b) All other circumstances that could potentially lead to actual or perceived conflict of interest, collusion or unfair competition practices.</li> <li>Failure to disclose such an information may result in the rejection of the Bid or Bids affected by the non-disclosure.</li> </ul>
	4.4	The eligibility of Bidders that are wholly or partly owned by the Government shall be subject to UNDP's further evaluation and review of various factors such as being registered, operated and managed as an independent business entity, the extent of Government ownership/share, receipt of subsidies, mandate and access to information in relation to this ITB, among others. Conditions that may lead to undue advantage against other Bidders may result in the eventual rejection of the Bid.
B. PREPARATION C	OF BID	S
5. General Considerations	5.1	In preparing the Bid, the Bidder is expected to examine the ITB in detail. Material deficiencies in providing the information requested in the ITB may result in rejection of the Bid.
	5.2	The Bidder will not be permitted to take advantage of any errors or omissions in the ITB. Should such errors or omissions be discovered, the Bidder must notify the UNDP accordingly.

6.	Cost of Preparation of Bid	6.1	The Bidder shall bear all costs related to the preparation and/or submission of the Bid, regardless of whether its Bid is selected or not. UNDP shall not be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process.
7.	Language	7.1	The Bid, as well as any and all related correspondence exchanged by the Bidder and UNDP, shall be written in the language (s) specified in the BDS.
8.	Documents Comprising the Bid	8.1	The Bid shall comprise of the following documents and related forms which details are provided in the BDS:
			<ul> <li>a) Documents Establishing the Eligibility and Qualifications of the Bidder;</li> <li>b) Technical Bid;</li> <li>c) Price Schedule;</li> <li>d) Bid Security, if required by BDS;</li> </ul>
			e) Any attachments and/or appendices to the Bid.
9.	Documents Establishing the Eligibility and Qualifications of the Bidder	9.1	The Bidder shall furnish documentary evidence of its status as an eligible and qualified vendor, using the Forms provided under Section 6 and providing documents required in those forms. In order to award a contract to a Bidder, its qualifications must be documented to UNDP's satisfaction.
10.	Technical Bid Format and Content	10.1	The Bidder is required to submit a Technical Bid using the Standard Forms and templates provided in Section 6 of the ITB.
		10.2	Samples of items, when required as per Section 5, shall be provided within the time specified and unless otherwise specified by the Purchaser, at no expense to the UNDP. If not destroyed by testing, samples will be returned at Bidder's request and expense, unless otherwise specified.
		10.3	When applicable and required as per Section 5, the Bidder shall describe the necessary training programme available for the maintenance and operation of the equipment offered as well as the cost to the UNDP. Unless otherwise specified, such training as well as training materials shall be provided in the language of the Bid as specified in the BDS.
		10.4	When applicable and required as per Section 5, the Bidder shall certify the availability of spare parts for a period of at least five (5) years from date of delivery, or as otherwise specified in this ITB.
11.	Price Schedule	11.1	The Price Schedule shall be prepared using the Form provided in Section 6 of the ITB and taking into consideration the requirements in the ITB.
		11.2	Any requirement described in the Technical Bid but not priced in the Price Schedule, shall be assumed to be included in the prices of other activities or items, as well as in the final total price.
12.	Bid Security	12.1	A Bid Security, if required by BDS, shall be provided in the amount and form indicated in the BDS. The Bid Security shall be valid for a minimum of thirty (30) days after the final date of validity of the Bid.
		12.2	The Bid Security shall be included along with the Bid. If Bid Security is required by the ITB but is not found in the Bid, the offer shall be rejected.

<ul> <li>12.3 If the Bid Security amount or its validity period is found to be less than what is required by UNDP, UNDP shall reject the Bid.</li> <li>12.4 In the event an electronic submission is allowed in the DDS, Bidders shall include a copy of the Bid Security in their bid and the original of the Bid Security must be sent via courier or hand delivery as per the instructions in DDS.</li> <li>12.5 The Bid Security may be forfeited by UNDP, and the Bid rejected, in the event of any, or combination, of the following conditions:         <ul> <li>a) If the Bidder withdraws its offer during the period of the Bid Validity specified in the BDS, or;</li> <li>b) In the event the BUCS or;</li> <li>c) to fursit the Performance Security, insurances, or other documents that UNDP may require as a condition precedent to the effectivity of the contract that may be awarded to the Bidder.</li> </ul> </li> <li>13. All prices shall be quoted in the currency or currencies indicated in the BDS. Where Bids are quoted in different currencies, for the purposes of comparison of all Bids:         <ul> <li>a) UNDP will convert the currency quoted in the Bid into the UNDP preferred currency, in accordance with the prevailing UN operational rate of exchange on the last day of submission of Bids; and</li> <li>b) In the event that UNDP selects a Bid for award that is quoted in a currency different from the preferred currency in the BDS, UNDP shall reserve the right to award the contract that the prefered on on the SG, undy on the Bid that: (i) they have designated one party to act as a lead entity, duly vested with autivity to legall bid the embers of the I/C consortium or Association for the Bid; and (ii) fittey areawarde the contract, the contract shall be evidenced by a duly notarded Agreement among the legal entities, and submitted with the Bid; and (ii) fittey areawarde the U/C consortium or Association shall be all be all the theresent of Bid. Aco</li></ul></li></ul>			
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14.5 A JV, Consortium or Association in presenting its track record and experience		14.4	clearly define the expected role of each of the entities in the joint venture in delivering the requirements of the ITB, both in the Bid and the JV, Consortium or Association Agreement. All entities that comprise the JV, Consortium or Association shall be subject to the eligibility and qualification assessment by
		14.5	A JV, Consortium or Association in presenting its track record and experience

	should clearly differentiate between:
	<ul> <li>a) Those that were undertaken together by the JV, Consortium or Association; and</li> </ul>
	<li>b) Those that were undertaken by the individual entities of the JV, Consortium or Association.</li>
	14.6 Previous contracts completed by individual experts working privately but who are permanently or were temporarily associated with any of the member firms cannot be claimed as the experience of the JV, Consortium or Association or those of its members, but should only be claimed by the individual experts themselves in their presentation of their individual credentials
	14.7 JV, Consortium or Associations are encouraged for high value, multi-sectoral requirements when the spectrum of expertise and resources required may not be available within one firm.
15. Only One Bid	15.1 The Bidder (including the individual members of any Joint Venture) shall submit only one Bid, either in its own name or as part of a Joint Venture.
	<ul> <li>15.2 Bids submitted by two (2) or more Bidders shall all be rejected if they are found to have any of the following:</li> <li>a) they have at least one controlling partner, director or shareholder in common; or</li> <li>b) any one of them receive or have received any direct or indirect subsidy from the other/s; or</li> <li>c) they have the same legal representative for purposes of this ITB; or</li> <li>d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about, or influence on the Bid of another Bidder regarding this ITB process;</li> <li>e) they are subcontractors to each other's Bid, or a subcontractor to one Bid also submits another Bid under its name as lead Bidder; or some key personnel proposed to be in the team of one Bidder participates in more than one Bid received for this ITB process. This condition relating to the personnel, does not apply to subcontractors being included in more than one Bid.</li> </ul>
16. Bid Validity Period	16.1 Bids shall remain valid for the period specified in the BDS, commencing on the Deadline for Submission of Bids. A Bid valid for a shorter period may be rejected by UNDP and rendered non-responsive.
	16.2 During the Bid validity period, the Bidder shall maintain its original Bid without any change, including the availability of the Key Personnel, the proposed rates and the total price.
17. Extension of Bid Validity Period	17.1 In exceptional circumstances, prior to the expiration of the Bid validity period, UNDP may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing and shall be considered integral to the Bid.
	17.2 If the Bidder agrees to extend the validity of its Bid, it shall be done without any change to the original Bid.
	17.3 The Bidder has the right to refuse to extend the validity of its Bid, in which case, the Bid shall not be further evaluated.

18. Clarification of Bid (from the Bidders)	18.1 Bidders may request clarifications on any of the ITB documents no later than the date indicated in the BDS. Any request for clarification must be sent in writing in the manner indicated in the BDS. If inquiries are sent other than specified channel, even if they are sent to a UNDP staff member, UNDP shall have no obligation to respond or confirm that the query was officially received.
	18.2 UNDP will provide the responses to clarifications through the method specified in the BDS.
	18.3 UNDP shall endeavour to provide responses to clarifications in an expeditious manner, but any delay in such response shall not cause an obligation on the part of UNDP to extend the submission date of the Bids, unless UNDP deems that such an extension is justified and necessary.
19. Amendment of Bids	19.1 At any time prior to the deadline of Bid submission, UNDP may for any reason, such as in response to a clarification requested by a Bidder, modify the ITB in the form of an amendment to the ITB. Amendments will be made available to all prospective bidders.
	19.2 If the amendment is substantial, UNDP may extend the Deadline for submission of Bid to give the Bidders reasonable time to incorporate the amendment into their Bids.
20. Alternative Bids	20.1 Unless otherwise specified in the BDS, alternative Bids shall not be considered. If submission of alternative Bid is allowed by BDS, a Bidder may submit an alternative Bid, but only if it also submits a Bid conforming to the ITB requirements. Where the conditions for its acceptance are met, or justifications are clearly established, UNDP reserves the right to award a contract based on an alternative Bid.
	20.2 If multiple/alternative bids are being submitted, they must be clearly marked as "Main Bid" and "Alternative Bid"
21. Pre-Bid Conference	21.1 When appropriate, a pre-bid conference will be conducted at the date, time and location specified in the BDS. All Bidders are encouraged to attend. Non-attendance, however, shall not result in disqualification of an interested Bidder. Minutes of the Bidder's conference will be disseminated on the procurement website and shared by email or on the e-Tendering platform as specified in the BDS. No verbal statement made during the conference shall modify the terms and conditions of the ITB, unless specifically incorporated in the Minutes of the Bidder's Conference or issued/posted as an amendment to ITB.

C. SUBMISSION AN	ID OP	ENING OF BIDS
22. Submission	22.1	The Bidder shall submit a duly signed and complete Bid comprising the documents and forms in accordance with requirements in the BDS. The Price Schedule shall be submitted together with the Technical Bid. Bid can be delivered either personally, by courier, or by electronic method of transmission as specified in the BDS.
	22.2	The Bid shall be signed by the Bidder or person(s) duly authorized to commit the Bidder. The authorization shall be communicated through a document evidencing such authorization issued by the legal representative of the bidding entity, or a Power of Attorney, accompanying the Bid.
	22.3	Bidders must be aware that the mere act of submission of a Bid, in and of itself, implies that the Bidder fully accepts the UNDP General Contract Terms and Conditions.
Hard copy (manual) submission	22.4	Hard copy (manual) submission by courier or hand delivery allowed or specified in the BDS shall be governed as follows:
		a) The signed Bid shall be marked "Original", and its copies marked "Copy" as appropriate. The number of copies is indicated in the BDS. All copies shall be made from the signed original only. If there are discrepancies between the original and the copies, the original shall prevail.
		<ul> <li>(b) The Technical Bid and Price Schedule must be sealed and submitted together in an envelope, which_shall: <ol> <li>Bear the name of the Bidder;</li> <li>Be addressed to UNDP as specified in the BDS; and</li> <li>Bear a warning not to open before the time and date for Bid opening as specified in the BDS.</li> </ol> </li> </ul>
		If the envelope with the Bid is not sealed and marked as required, UNDP shall assume no responsibility for the misplacement, loss, or premature opening of the Bid.
Email and eTendering	22.5	Electronic submission through email or eTendering, if allowed as specified in the BDS, shall be governed as follows:
submissions		a) Electronic files that form part of the Bid must be in accordance with the format and requirements indicated in BDS;
		b) Documents which are required to be in original form (e.g. Bid Security, etc.) must be sent via courier or hand delivered as per the instructions in BDS.
	22.6	Detailed instructions on how to submit, modify or cancel a bid in the eTendering system are provided in the eTendering system Bidder User Guide and Instructional videos available on this link: <u>http://www.undp.org/content/undp/en/home/operations/procurement/busine</u> <u>ss/procurement-notices/resources/</u>
23. Deadline for Submission of Bids and Late Bids	23.1	Complete Bids must be received by UNDP in the manner, and no later than the date and time, specified in the BDS. UNDP shall only recognise the actual date and time that the bid was received by UNDP
	23.2	UNDP shall not consider any Bid that is received after the deadline for the

		submission of Bids.
24. Withdrawal, Substitution, and	24.1	A Bidder may withdraw, substitute or modify its Bid after it has been submitted at any time prior to the deadline for submission.
Modification of Bids	24.2	Manual and Email submissions: A bidder may withdraw, substitute or modify its Bid by sending a written notice to UNDP, duly signed by an authorized representative, and shall include a copy of the authorization (or a Power of Attorney). The corresponding substitution or modification of the Bid, if any, must accompany the respective written notice. All notices must be submitted in the same manner as specified for submission of Bids, by clearly marking them as "WITHDRAWAL" "SUBSTITUTION," or "MODIFICATION"
	24.3	eTendering: A Bidder may withdraw, substitute or modify its Bid by Cancelling, Editing, and re-submitting the Bid directly in the system. It is the responsibility of the Bidder to properly follow the system instructions, duly edit and submit a substitution or modification of the Bid as needed. Detailed instructions on how to cancel or modify a Bid directly in the system are provided in the Bidder User Guide and Instructional videos.
	24.4	Bids requested to be withdrawn shall be returned unopened to the Bidders (only for manual submissions), except if the bid is withdrawn after the bid has been opened.
25. Bid Opening	25.1 25.2	UNDP will open the Bid in the presence of an ad-hoc committee formed by UNDP of at least two (2) members. The Bidders' names, modifications, withdrawals, the condition of the envelope labels/seals, the number of folders/files and all other such other details as UNDP may consider appropriate, will be announced at the opening. No Bid shall be rejected at the opening stage, except for late submissions, in which case, the Bid shall be returned unopened to the Bidders.
	25.3	In the case of e-Tendering submission, bidders will receive an automatic notification once the Bid is opened.
D. EVALUATION OF	BIDS	
26. Confidentiality	26.1	Information relating to the examination, evaluation, and comparison of Bids, and the recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process, even after publication of the contract award.
	26.2	Any effort by a Bidder or anyone on behalf of the Bidder to influence UNDP in the examination, evaluation and comparison of the Bids or contract award decisions may, at UNDP's decision, result in the rejection of its Bid and may subsequently be subject to the application of prevailing UNDP's vendor sanctions procedures.
27. Evaluation of Bids	27.1	UNDP will conduct the evaluation solely on the basis of the Bids received.
	27.2	<ul> <li>Evaluation of Bids shall be undertaken in the following steps:</li> <li>a) Preliminary Examination including Eligibility</li> <li>b) Arithmetical check and ranking of bidders who passed preliminary examination by price.</li> <li>c) Qualification assessment (if pre-qualification was not done)</li> </ul>

	<ul> <li>a) Evaluation of Technical Bids</li> <li>b) Evaluation of prices</li> <li>Detailed evaluation will be focussed on the 3 - 5 lowest priced bids. Further higher priced bids shall be added for evaluation if necessary</li> </ul>
28. Preliminary Examination	28.1 UNDP shall examine the Bids to determine whether they are complete with respect to minimum documentary requirements, whether the documents have been properly signed, and whether the Bids are generally in order, among other indicators that may be used at this stage. UNDP reserves the right to reject any Bid at this stage.
29. Evaluation of Eligibility and Qualification	29.1 Eligibility and Qualification of the Bidder will be evaluated against the Minimum Eligibility/Qualification requirements specified in the Section 4 (Evaluation Criteria).
	<ul> <li>29.2 In general terms, vendors that meet the following criteria may be considered qualified:</li> <li>a) They are not included in the UN Security Council 1267/1989 Committee's list of terrorists and terrorist financiers, and in UNDP's ineligible vendors' list;</li> <li>b) They have a good financial standing and have access to adequate financial resources to perform the contract and all existing commercial commitments,</li> <li>c) They have the necessary similar experience, technical expertise, production capacity, quality certifications, quality assurance procedures and other resources applicable to the supply of goods and/or services required;</li> <li>d) They are able to comply fully with the UNDP General Terms and Conditions of Contract;</li> <li>e) They do not have a consistent history of court/arbitral award decisions against the Bidder; and</li> <li>f) They have a record of timely and satisfactory performance with their clients.</li> </ul>
30. Evaluation of Technical Bid and prices	30.1 The evaluation team shall review and evaluate the Technical Bids on the basis of their responsiveness to the Schedule of Requirements and Technical Specifications and other documentation provided, applying the procedure indicated in the BDS and other ITB documents. When necessary, and if stated in the BDS, UNDP may invite technically responsive bidders for a presentation related to their technical Bids. The conditions for the presentation shall be provided in the bid document where required.
31. Due diligence	<ul> <li>31.1 UNDP reserves the right to undertake a due diligence exercise, aimed at determining to its satisfaction, the validity of the information provided by the Bidder. Such exercise shall be fully documented and may include, but need not be limited to, all or any combination of the following:</li> <li>a) Verification of accuracy, correctness and authenticity of information provided by the Bidder;</li> <li>b) Validation of extent of compliance to the ITB requirements and evaluation criteria based on what has so far been found by the evaluation team;</li> <li>c) Inquiry and reference checking with Government entities with jurisdiction on the Bidder, or with previous clients, or any other entity that may have done business with the Bidder;</li> <li>d) Inquiry and reference checking with previous clients on the performance on on-going or completed contracts, including physical inspections of previous works, as deemed necessary;</li> </ul>

		<ul> <li>e) Physical inspection of the Bidder's offices, branches or other places where business transpires, with or without notice to the Bidder;</li> <li>f) Other means that UNDP may deem appropriate, at any stage within the selection process, prior to awarding the contract.</li> </ul>
32. Clarification of Bids	32.1	To assist in the examination, evaluation and comparison of Bids, UNDP may, at its discretion, request any Bidder for a clarification of its Bid.
	32.2	UNDP's request for clarification and the response shall be in writing and no change in the prices or substance of the Bid shall be sought, offered, or permitted, except to provide clarification, and confirm the correction of any arithmetic errors discovered by UNDP in the evaluation of the Bids, in accordance with the ITB.
	32.3	Any unsolicited clarification submitted by a Bidder in respect to its Bid, which is not a response to a request by UNDP, shall not be considered during the review and evaluation of the Bids.
33. Responsiveness of Bid	33.1	UNDP's determination of a Bid's responsiveness will be based on the contents of the bid itself. A substantially responsive Bid is one that conforms to all the terms, conditions, specifications and other requirements of the ITB without material deviation, reservation, or omission.
	33.2	If a bid is not substantially responsive, it shall be rejected by UNDP and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.
34. Nonconformities, Reparable Errors and Omissions	34.1	Provided that a Bid is substantially responsive, UNDP may waive any non- conformities or omissions in the Bid that, in the opinion of UNDP, do not constitute a material deviation.
	34.2	UNDP may request the Bidder to submit the necessary information or documentation, within a reasonable period, to rectify nonmaterial nonconformities or omissions in the Bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
	34.3	For the bids that have passed the preliminary examination, UNDP shall check and correct arithmetical errors as follows:
		a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of UNDP there is an obvious misplacement of the decimal point in the unit price; in which case, the line item total as quoted shall govern and the unit price shall be corrected;
		b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
		c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail.
	34.4	If the Bidder does not accept the correction of errors made by UNDP, its Bid shall be rejected.

E. AWARD OF CON	TRACT
35. Right to Accept, Reject, Any or All Bids	35.1 UNDP reserves the right to accept or reject any bid, to render any or all of the bids as non-responsive, and to reject all Bids at any time prior to award of contract, without incurring any liability, or obligation to inform the affected Bidder(s) of the grounds for UNDP's action. UNDP shall not be obliged to award the contract to the lowest priced offer.
36. Award Criteria	36.1 Prior to expiration of the period of Bid validity, UNDP shall award the contract to the qualified and eligible Bidder that is found to be responsive to the requirements of the Schedule of Requirements and Technical Specification, and has offered the lowest price.
37. Debriefing	37.1 In the event that a Bidder is unsuccessful, the Bidder may request for a debriefing from UNDP. The purpose of the debriefing is to discuss the strengths and weaknesses of the Bidder's submission, in order to assist the Bidder in improving its future Bids for UNDP procurement opportunities. The content of other Bids and how they compare to the Bidder's submission shall not be discussed.
38. Right to Vary Requirements at the Time of Award	38.1 At the time of award of Contract, UNDP reserves the right to vary the quantity of goods and/or services, 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.
39. Contract Signature	39.1 Within fifteen (15) days from the date of receipt of the Contract, the successful Bidder shall sign and date the Contract and return it to UNDP. Failure to do so may constitute sufficient grounds for the annulment of the award, and forfeiture of the Bid Security, if any, and on which event, UNDP may award the Contract to the Second highest rated or call for new Bids.
40. Contract Type and General Terms and Conditions	40.1 The types of Contract to be signed and the applicable UNDP Contract General Terms and Conditions, as specified in BDS, can be accessed at <a href="http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html">http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html</a>
41. Performance Security	41.1 A performance security, if required in the BDS, shall be provided in the amount specified in BDS and form available at <a href="https://popp.undp.org/layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_POPP_DOCUMENT_LIBRARY/Public/PSU_Solicitation_Performance%20Guarantee%20">https://popp.undp.org/layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_POPP_DOCUMENT_LIBRARY/Public/PSU_Solicitation_Performance%20Guarantee%20</a> Form.docx&action=default within a maximum of fifteen (15) days of the contract signature by both parties. Where a performance security is required, the receipt of the performance security by UNDP shall be a condition for rendering the contract effective.
42. Bank Guarantee for Advanced Payment	42.1 Except when the interests of UNDP so require, it is UNDP's standard practice to not make advance payment(s) (i.e., payments without having received any outputs). If an advance payment is allowed as per the BDS, and exceeds 20% of the total contract price, or USD 30,000, whichever is less, the Bidder shall submit a Bank Guarantee in the full amount of the advance payment in the form available at <a href="https://popp.undp.org/layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_POPP_DOCUMENT_LIBRARY/Public/PSU_Contract%20Management%20Payment%20">https://popp.undp.org/layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_POPP_DOCUMENT_LIBRARY/Public/PSU_Contract%20Management%20Payment%20</a>

	and%20Taxes Advanced%20Payment%20Guarantee%20Form.docx&action=de fault
43. Liquidated Damages	43.1 If specified in the BDS, UNDP shall apply Liquidated Damages for the damages and/or risks caused to UNDP resulting from the Contractor's delays or breach of its obligations as per Contract.
44. Payment Provisions	44.1 Payment will be made only upon UNDP's acceptance of the goods and/or services performed. The terms of payment shall be within thirty (30) days, after receipt of invoice and certification of acceptance of goods and/or services issued by the proper authority in UNDP with direct supervision of the Contractor. Payment will be effected by bank transfer in the currency of the contract.
45. Vendor Protest	45.1 UNDP's vendor protest procedure provides an opportunity for appeal to those persons or firms not awarded a contract through a competitive procurement process. In the event that a Bidder believes that it was not treated fairly, the following link provides further details regarding UNDP vendor protest procedures: <u>http://www.undp.org/content/undp/en/home/procurement/business/protest-and-sanctions.html</u>
46. Other Provisions	<ul> <li>46.1 In the event that the Bidder offers a lower price to the host Government (e.g. General Services Administration (GSA) of the federal government of the United States of America) for similar goods and/or services, UNDP shall be entitled to the same lower price. The UNDP General Terms and Conditions shall have precedence.</li> <li>46.2 UNDP is entitled to receive the same pricing offered by the same Contractor in contracts with the United Nations and/or its Agencies. The UNDP General Terms and Conditions shall have precedence.</li> <li>46.3 The United Nations has established restrictions on employment of (former) UN staff who have been involved in the procurement process as per bulletin ST/SGB/2006/15 <a href="http://www.un.org/en/ga/search/view_doc.asp?symbol=ST/SGB/2006/15&amp;refer_er">http://www.un.org/en/ga/search/view_doc.asp?symbol=ST/SGB/2006/15&amp;refer_er</a></li> </ul>

# Section 3. Bid Data Sheet

The following data for the goods and/or services to be procured shall complement, supplement, or amend the provisions in the Invitation to Bid In the case of a conflict between the Instructions to Bidders, the Bid Data Sheet, and other annexes or references attached to the Bid Data Sheet, the provisions in the Bid Data Sheet shall prevail.

BDS No.	Ref. to Section.2	Data	Specific Instructions / Requirements
1	7	Language of the Bid	English
2		Submitting Bids for Parts or sub- parts of the Schedule of Requirements (partial bids)	Not Allowed
3	20	Alternative Bids	Shall not be considered
4	21	Pre-Bid conference and Site visit	Will be Conducted Pre-bid conference Time: 11:00 AM (GMT) Date: March 22, 2019 11:00 AM Venue: UNDP, 7 <sup>th</sup> Floor Conference room Site visit The recommended site visit will follow immediately after the Pre-bid conference The UNDP focal point for the arrangement is: UNDP Procurement Unit E-mail : info.lr.procurement@undp.org
5	16	Bid Validity Period	90 days
6	13	Fidelity Bond	Not Required
7	41	Advanced Payment upon signing of contract	Not Allowed
8	42	Liquidated Damages	Will not be imposed

9	40	Performance Security	Not Required
10	12	Currency of Bid	United States Dollar
11	31	Deadline for submitting requests for clarifications/ questions	Five (5) days before the submission deadline
12	31	Contact Details for submitting clarifications/questions	E-mail address: info.lr.procurement@undp.org
13	18, 19 and 21	Manner of Disseminating Supplemental Information to the ITB and responses/clarifications to queries	Direct communication to prospective Proposers by email and Posting on the website http://procurement-notices.undp.org/
14	23	Deadline for Submission	Wednesday 3 <sup>rd</sup> April 2019 at 1:00 PM
14	22	Allowable Manner of Submitting Bids	<ul> <li>☑ Courier/Hand Delivery</li> <li>☑ Submission by email</li> </ul>
15	22	Bid Submission Address	Submission by email:         bids.lr@undp.org         OR         Submission by Courier/Hand Delivery         United Nations Development Programme (UNDP)         Registry 7 <sup>th</sup> Floor, Pan African Plaza Building         Opposite the Monrovia City Hall, Monrovia, Liberia         Attn: Deputy Resident Representative/Operations

16	22	Electronic submission (email or eTendering) requirements	<ul> <li>Format: PDF files only</li> <li>File names must be maximum 60 characters long and must not contain any letter or special character other than from Latin alphabet/keyboard.</li> <li>All files must be free of viruses and not corrupted.</li> <li>Max. File Size per transmission: of 2MB, virus-free and no more than 3 email transmissions.</li> <li>Mandatory subject of email: ITB/ONE UN HOUSE/2019/003</li> <li>Documents which are required in original (e.g. Bid Security) should be sent to the below address with a PDF copy submitted as part of the electronic submission: [Insert Address]</li> </ul>	
17	25	Date, time and venue for the	Date and Time: April 3, 2019 2:30 PM	
		<mark>opening of bid</mark>	Venue: UNDP, 7th Floor Conference room	
			In the case of e-Tendering submission, bidders will receive an automatic notification once their Bids are opened.	
18	27, 36	Evaluation Method for the Award of Contract	Lowest priced technically responsive, eligible and qualified bid.	
19		Expected date for commencement of Contract	May 1, 2019	
20		Maximum expected duration of contract	The resulted Long-Term Agreement for the Provision of Cleaning, Housekeeping, Gardening, Fumigation and Pest Control, Garbage Collection and Disposal services for UN Agencies at PAP Building) under Long Term Agreement (LTA) will be for a period of three (3) years renewable every after one (01) year upon satisfactory performance and continued requirement of the services.	
21	35	UNDP will award the contract to:	One or two Proposers, depending on the ranking of each lot	
22	39	Type of Contract	UNDP CONTRACT FOR SERVICES ANNEX	
23	39	UNDP Contract Terms and Conditions that will apply	UNDP General Terms and Conditions for Contracts <u>http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html</u>	
24		Other Information Related to the ITB	[All other instructions and information not yet mentioned so far in this Data Sheet but are relevant to the ITB must be cited here, and any further entries that may be added below this table row]	

#### SECTION 4. EVALUATION CRITERIA

#### **Preliminary Examination Criteria**

Bids will be examined to determine whether they are complete and submitted in accordance with ITB requirements as per below criteria on a Yes/No basis:

- Appropriate signatures
- Power of Attorney
- Minimum Bid documents provided
- Bid Validity

#### **Minimum Eligibility and Qualification Criteria**

Eligibility and Qualification will be evaluated on a Pass/Fail basis.

If the Bid is submitted as a Joint Venture/Consortium/Association, each member should meet the minimum criteria, unless otherwise specified.

Subject	Subject Criteria	
ELIGIBILITY		
Legal Status	Vendor is a legally registered entity.	Form B: Bidder Information Form
Eligibility	Vendor is not suspended, nor debarred, nor otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization in accordance with ITB clause 3.	Form A: Bid Submission Form
Conflict of Interest	<b>Conflict of Interest</b> No conflicts of interest in accordance with ITB clause 4.	
Bankruptcy	Has not declared bankruptcy, is not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal action against the vendor that could impair its operations in the foreseeable future.	Form A: Bid Submission Form
Certificates and Licenses	<ul> <li>Duly authorized to act as Agent on behalf of the Manufacturer, or Power of Attorney, if bidder is not a manufacturer</li> <li>Official appointment as local representative, if Bidder is submitting a Bid on behalf of an entity located outside the country</li> <li>Patent Registration Certificates, if any of technologies submitted in the Bid is patented by the Bidder</li> <li>Export/Import Licenses, if applicable</li> </ul>	Form B: Bidder Information Form

MANDATORY documents	<ul> <li>Company Profile, which should not exceed fifteen (15) pages, including printed brochures and product catalogues</li> </ul>	
	relevant to the services being procured	
Failure to submit these documents	<ul> <li>Valid Tax Registration/Payment Certificate issued by the</li> </ul>	
will result in the	Liberia Revenue Authority (LRA) evidencing that the Bidder	
DISQUALIFICATION OF THE BIDDER	is updated with its tax payment obligations, or Certificate	
	of Tax exemption, if any such privilege is enjoyed by the	
	Bidder	
	<ul> <li>Latest Audited Financial Statement for last 2 years (2016)</li> </ul>	
	and 2017) or certified statements as equivalent. (Only for	
	Lot 1)	
	<ul> <li>References of Top Three Clients in terms of Contract Value</li> </ul>	
	the past three years. Note: Please provide the latest contact	
	details (Name of the Organization/Company, Contact	
	persons, valid email address, telephone number).	
	Copy of valid registration certificate of the business,	
	including Articles of Incorporation,	
	<ul> <li>Copy of firm's insurance policy coverage (applicable to personnel, motor vehicles, etc.),</li> </ul>	
QUALIFICATION		
History of Non- Performing Contracts <sup>1</sup>	Non-performance of a contract did not occur as a result of contractor default for the last 3 years.	Form D: Qualification Form
Litigation History	No consistent history of court/arbitral award decisions against the Bidder for the last 3 years.	Form D: Qualification Form
Previous Experience	Minimum 5 years of relevant experience with international Organizations/ NGO.	Form D: Qualification Form
	Minimum 3 contracts of similar value, nature and complexity implemented over the last 5 years.	Form D: Qualification Form
	(For JV/Consortium/Association, all Parties cumulatively should meet requirement).	
	Minimum average annual turnover of USD 100,000.00 for the	Form D: Qualification

<sup>&</sup>lt;sup>1</sup> Non-performance, as decided by UNDP, shall include all contracts where (a) non-performance was not challenged by the contractor, including through referral to the dispute resolution mechanism under the respective contract, and (b) contracts that were so challenged but fully settled against the contractor. Non-performance shall not include contracts where Employers decision was overruled by the dispute resolution mechanism. Non-performance must be based on all information on fully settled disputes or litigation, i.e. dispute or litigation that has been resolved in accordance with the dispute resolution mechanism under the respective contract and where all appeal instances available to the Bidder have been exhausted.

	<b>last 3 years. (LOT 2)</b> (For JV/Consortium/Association, all Parties cumulatively should meet requirement).	
	Bidder must demonstrate the current soundness of its financial standing and indicate its prospective long-term profitability.	Form D: Qualification Form
	(For JV/Consortium/Association, all Parties cumulatively should meet requirement).	
Technical Evaluation	The technical bids shall be evaluated on a pass/fail basis for compliance or non-compliance with the technical specifications identified in the bid document.	Form E: Technical Bid Form
Financial Evaluation	Detailed analysis of the price schedule based on requirements listed in Section 5 and quoted for by the bidders in Form F.	Form F: Price Schedule Form
	<u>Lot 1</u>	
	Price comparison shall be based on the total monthly unit cost	
	charged to UN per Team Leader/Supervisor/ Cleaning	
	personnel	
	<u>Lot 2</u>	
	Price comparison shall be based on the total monthly cost charged to UN per:	
	<ul> <li>Rodent control, spraying for mosquitoes and roaches,</li> <li>External spraying for termites and ants</li> </ul>	
	- Monthly lumpsum cost for Garbage Collection,	
	transportation and Disposal services for UN Agencies at PAP Building from Monday to Saturday	
	Compliance with current minimum wage of the sector in Liberia according to the Decent Work Act <i>(applicable only fo</i> r	
	Lot 1)	
	Comparison with budget/internal estimates.	
	The UN deserves the right to verify on request the remuneration paid to Contractor's Staff through evidences	
	Any additional criteria if required	

# Section 5a: Schedule of Requirements and Technical Specifications/Bill of Quantities

#### 5a.1- <mark>Terms of Reference (TOR)/Scope of Work (SOW): Annex 1 attached. Please read carefully ToR/SoW</mark> <mark>to prepare the Technical Bid (FORM E)</mark>

#### 5a.2- Cleaning personnel required and spaces to be cleaned/maintained

The information on Cleaning personnel required and spaces to be cleaned/maintained for the One UN contract at PAP is given below.

S.No	Name of Agency	Floor /Area to clean/maintain	Total Usable Space Meter Square	Number of Cleaning Staff
1	RCO		739.2	1
2	UN Clinic		514.85	1
3	Cities Alliance	Ground Floor & Mezzanine	314.76	1
4	UNODC		184.6	1
5	UNDSS		397.5	1
6	WHO	1st Floor	1422	4
7	WFP	2nd Floor	1420	4
8	UNWOMEN		726.17	2
9	JICA	3rd Floor	265.65	1
10	Human Right		265.33	1
11	UNICEF	4th Floor	1436	4
12	UNFPA		856.33	2
13	IOM	5th Floor	532.67	2
14	UNAIDS		148.24	- 1
15	UNESCO		108.07	
16	UNOPS	6th Floor	281.53	1
10	UNHCR		852.13	2
17	UNDP	7th Floor	1409	4
18	FAO		845.6	2
		8th Floor	554.74	2
20	UNDP		551.71	-
21	Basement	Close Protection		_
		Guard Force		-
		Archive Area		
		BFMU		_
22		UBA Bank		3
		Eco Bank		4
		Cafeteria		
		Paved spaces (Outside Building), Parking and Garden		
23		Team Leader		1
24		Supervisors		2

## 5a.3- Table A: Technical evaluation criteria (LOT 1) Table A: Technical evaluation criteria required (YES / NO)

	Evaluation Criteria	Minimum Criteria Required	Supporting Documents to be provided
1	Presentation of the company (size, organization chart, staff by category, location, etc.) and structure of the service offer of your company. Focus on the similar services required in this tender (i.e., Locations, size)	The company has a minimum of 5 years of experience and is able to implement similar projects of the same complexity in Monrovia	A company profile of 15 pages maximum (brief description of the bidder, achievements and experience, and provide evidence (extract of contracts, letter from Clients) from the 5 largest current Clients
2	Key personnel		
	Task Manager (on – site service is not required)	<ul> <li>Bachelor's degree or equivalent in public administration or business management</li> <li>At least 3 years of relevant supervising and managerial experience</li> <li>At least 5 years working in the areas of cleaning, building maintenance</li> <li>Good communication skills</li> </ul>	CV of the Service Provider
3	Team Leader and Supervisors (full time on –site service required)	<ul> <li>Minimum education requirement: the equivalent high school diploma</li> <li>Excellent oral and written communications skills</li> <li>Minimum of 3 years of experience in supervisory positions</li> </ul>	CV of the Team Leader and Supervisors
4	Describe your company's Code of Conduct in relation to the rule of law, respect for human rights, protection of the interests of the	Code of Conduct exists and accessible	Document on Code of Conduct exists and accessible
	client and other relevant issues		
5	Describe your company's recruitment procedures and basic personnel record keeping (Cleaners)	Recruitment procedures must meet the expectations detailed in the Terms of Reference (TOR)/Scope of Work (SOW) and must be considered adequate.	<ol> <li>Staff recruitment procedure</li> <li>Report on the verification with three reference persons (03 examples)</li> </ol>

6	Describe your mobilization plan for this project, including hiring staff, implementation process, equipment acquisition, training schedules, etc.	The mobilization plan must be comprehensive and cover all aspects to ensure the start of high-quality services and be considered low risk. This mobilization program must clearly indicate the number of calendar days to complete the full deployment (a maximum of 15 days will be considered technically acceptable; a faster mobilization period will be considered more favorably)	Detailed Technical Bid, as indicated in Section 6 (Technical Bid Form)
7	Describe in detail the initial training program that will be offered to each staff member, depending on the role of each	The initial training plan must meet the expectations described in the ToR so that the safety risk related to the non-training of staff is considered low.	Training modules on: 1. General description of Cleaning actions to ensure that the offices and compounds of the One UN House remain clean 2. Incident / offense handling procedure: 3. Emergency response

# Section 5b: Other Related Requirements (LOT 1)

Further to the Schedule of Requirements in the preceding Table A, Bidders are requested to take note of the following additional requirements, conditions, and related services pertaining to the fulfillment of the requirements: see **Table B below**. The acceptance or rejection conditions are described below the table.

	Evaluation Criteria	Minimum Criteria Required	Supporting Documents to be provided
1	Describe your company's approach to staff conduct and disciplinary measures	The approach meets the expectations detailed in section related to Safety and Security of the ToR and should be considered adequate.	Internal rules on disciplinary measures and disciplinary files of three (03) employees to be provided
2	Describe your company's approach to staff salaries, including benefits, social security, etc. DO NOT INCLUDE SALARIES OR FINANCIAL INFORMATION. BUT PERCENTAGES ARE AUTHORIZED.	The approach must respect all the legal requirements relating to the labor code	Documents relating to: 1. Health insurance 2. Insurance in case of accident and death by accident 3. Certificate of Social Security 4. Other benefits, etc
3	Describe your staffing table for this project, including key roles, etc.	The staffing table must meet the expectations detailed in the Terms of Reference	Coverage plan for positions including: 1. The number of cleaners to be deployed 2. Reserve cleaners to be deployed when needed

4	Describe roles and responsibilities of the key players identified in your staffing table (eg, Task manager, Team Leader, supervisors, Cleaners etc.), ensuring that they cover all the required services in the ToR.	Roles and Responsibilities Plan must meet the expectations detailed in the Terms of Reference	Detailed Technical Bid, as indicated in the Technical Bid Form. Description must consider the various positions requiring different skills
5	Describe in detail the uniforms that will be worn by staff. Specify the number and the periodicity of renewal	Uniforms must appear professional and conform to UN uniform safety standards (trousers, short-sleeve shirt, T- Shirt)	Images of personnel dressed in their outfits / uniforms
6	Describe in detail the equipment that will be provided by the company for the performance of the contract. Provide much detail as possible (model, brands, etc.).	The list of equipment must meet the expectations described in the Terms of Reference and the type of equipment is considered low risk.	Images / photos for samples of key equipment
7	Cleaners qualifications	<ul> <li>Minimum education requirement: the equivalent of a 9th grade education</li> <li>At least one-year work experience on cleaning</li> <li>Be trained on use of different cleaning tools and materials</li> <li>Be able to complete regular and assigned task independently</li> </ul>	CV of Five (5) Cleaners on duty
9	Recruitment test (Cleaners and supervisors)	To have been selected and fit to perform the function of Cleaning agent following fitness and medical tests	Sample of recruitment report

1. If the bidder's current level of performance meets the requirements, it is qualified for the next step of the process

2. If the bidder's current level of performance does not meet the requirements, has he proposed an action plan to upgrade? Does this action plan contain necessary and acceptable supporting elements (technical, financial if necessary and planning)?

• If YES / YES, he is qualified (NB: The financial impact of this action plan will be monitored at the level of the bidder's financial proposal.)

• If YES / NO, he is not qualified

• If NO / NO, he is not qualified

## 5c- Table C: Technical evaluation criteria (LOT 2) Table A: Technical evaluation criteria required (YES / NO)

	Evaluation Criteria	Minimum Criteria Required	Supporting Documents to be provided
1	Presentation of the company (size, organization chart, staff by category, location, etc.) and structure of the service offer of your company. Focus on the similar services required in this tender (i.e., Locations, size)	The company has a minimum of 5 years of experience and is able to implement similar projects of the same complexity in Monrovia	A company profile of 15 pages maximum (brief description of the bidder, achievements and experience, and provide evidence (extract of contracts, letter from Clients) from the 5 largest current Clients
2	Describe the proposed work methodology and your company's Code of Conduct in relation to the rule of law, respect for environment, safety measures, health care, Customer service for emergency, protection of the interests of the client and other relevant issues	Work methodology presented in compliance with the requirements in the ToR and Code of Conduct exists and accessible	Document on Work methodology and Code of Conduct exists and accessible
3	Describe in detail the equipment including motor vehicle and personal equipment that will be provided by the company for the performance of the contract. Provide much detail as possible (model, brands, etc.).	The list of equipment must meet the expectations described in the Terms of Reference and the type of equipment is considered low risk.	Images / photos for samples of key equipment and Vehicle registration or rental agreements on behalf of the company ( Vehicle for garbage transportation)
4	Describe in detail the uniforms that will be worn by staff. Specify the number and the periodicity of renewal	Uniforms must appear professional and conform to UN uniform safety standards (trousers, short-sleeve shirt, T- Shirt)	Images of personnel dressed in their outfits / uniforms
5	Describe roles and responsibilities of the key players identified for the performance of the contract ensuring that they cover all the required services in the ToR.	Roles and Responsibilities Plan must meet the expectations detailed in the Terms of Reference	Detailed Technical Bid, as indicated in the Technical Bid Form.

# Section 6: Returnable Bidding Forms / Checklist

This form serves as a checklist for preparation of your Bid. Please complete the Returnable Bidding Forms in accordance with the instructions in the forms and return them as part of your Bid submission. No alteration to format of forms shall be permitted and no substitution shall be accepted.

Before submitting your Bid, please ensure compliance with the Bid Submission instructions of the BDS 22.

#### **Technical Bid:**

Have you duly completed all the Returnable Bidding Forms?	
<ul> <li>Form A: Bid Submission Form</li> </ul>	
<ul> <li>Form B: Bidder Information Form</li> </ul>	
<ul> <li>Form C: Joint Venture/Consortium/ Association Information Form</li> </ul>	
<ul> <li>Form D: Qualification Form</li> </ul>	
<ul> <li>Form E: Format of Technical Bid/Bill of Quantities</li> </ul>	
<ul> <li>Form G: Fidelity bond</li> </ul>	To be provided by Successful proposer for the contract
Have you provided the required documents to establish compliance with the evaluation criteria in Section 4?	

#### **Price Schedule:**

Form F:	Price Schedule Form	
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# Form A: Bid Submission Form

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
ITB reference:	[Insert ITB Reference Number]		

We, the undersigned, offer to supply the goods and related services required for [Insert Title of goods and services] in accordance with your Invitation to Bid No. [Insert ITB Reference Number] and our Bid. We hereby submit our Bid, which includes this Technical Bid and Price Schedule.

Our attached Price Schedule is for the sum of [Insert amount in words and figures and indicate currency].

We hereby declare that our firm, its affiliates or subsidiaries or employees, including any JV/Consortium /Association members or subcontractors or suppliers for any part of the contract:

- a) is not under procurement prohibition by the United Nations, including but not limited to prohibitions derived from the Compendium of United Nations Security Council Sanctions Lists;
- b) have not been suspended, debarred, sanctioned or otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization;
- c) have no conflict of interest in accordance with Instruction to Bidders Clause 4;
- d) do not employ, or anticipate employing, any person(s) who is, or has been a UN staff member within the last year, if said UN staff member has or had prior professional dealings with our firm in his/her capacity as UN staff member within the last three years of service with the UN (in accordance with UN postemployment restrictions published in ST/SGB/2006/15);
- e) have not declared bankruptcy, are not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal action against them that could impair their operations in the foreseeable future;
- f) undertake not to engage in proscribed practices, including but not limited to corruption, fraud, coercion, collusion, obstruction, or any other unethical practice, with the UN or any other party, and to conduct business in a manner that averts any financial, operational, reputational or other undue risk to the UN and we embrace the principles of the United Nations Supplier Code of Conduct and adhere to the principles of the United Nations Global Compact.

We declare that all the information and statements made in this Bid are true and we accept that any misinterpretation or misrepresentation contained in this Bid may lead to our disqualification and/or sanctioning by the UNDP.

We offer to supply the goods and related services in conformity with the Bidding documents, including the UNDP General Conditions of Contract and in accordance with the Schedule of Requirements and Technical Specifications.

Our Bid shall be valid and remain binding upon us for the period specified in the Bid Data Sheet.

We understand and recognize that you are not bound to accept any Bid you receive.

I, the undersigned, certify that I am duly authorized by [Insert Name of Bidder] to sign this Bid and bind it should UNDP accept this Bid.

Name:	
Title:	
Date:	
Signature:	

[Stamp with official stamp of the Bidder]

# Form B: Bidder Information Form

Legal name of Bidder	[Complete]	
Legal address	[Complete]	
Year of registration	[Complete]	
Bidder's Authorized Representative Information	Name and Title: [Complete] Telephone numbers: [Complete] Email: [Complete]	
Are you a UNGM registered vendor?	□ Yes □ No If yes, [insert UGNM vendor number]	
Are you a UNDP vendor?	□ Yes □ No If yes, [insert UNDP vendor number]	
Countries of operation	[Complete]	
No. of full-time employees	[Complete]	
Quality Assurance Certification (e.g. ISO 9000 or Equivalent) (If yes, provide a Copy of the valid Certificate):	[Complete]	
Does your Company hold any accreditation such as ISO 14001 or ISO 14064 or equivalent related to the environment? (If yes, provide a Copy of the valid Certificate):	[Complete]	
Does your Company have a written Statement of its Environmental Policy? (If yes, provide a Copy)	[Complete]	
Does your organization demonstrate significant commitment to sustainability through some other means, for example internal company policy documents on women empowerment, renewable energies or membership of trade institutions promoting such issues	[Complete]	
ls your company a member of the UN Global Compact	[Complete]	
Contact person that UNDP may contact for requests for	Name and Title: [Complete] Telephone numbers: [Complete]	

clarifications during Bid evaluation	Email: [Complete]	
Please attach the following	Company Profile, which should not exceed fifteen (15) pages,	
documents: Failure to submit these documents	including printed brochures and product catalogues relevant	
will result in the DISQUALIFICATION	to the services being procured	
OF THE BIDDER	<ul> <li>Valid Tax Registration/Payment Certificate issued by the</li> </ul>	
	Liberia Revenue Authority (LRA) evidencing that the Bidder is	
	updated with its tax payment obligations, or Certificate of Tax	
	exemption, if any such privilege is enjoyed by the Bidder	
	- Latest Audited Financial Statement for last 2 years (2016 and	
	2017) or certified statements as equivalent. (ONLY FOR LOT 1)	
	References of Top Three Clients in terms of Contract Value	
	the past three years. Note: Please provide the latest contact	
	details (Name of the Organization/Company, Contact	
	persons, valid email address, telephone number).	
	Copy of valid registration certificate of the business, including	
	Articles of Incorporation,	
	<ul> <li>Copy of firm's insurance policy coverage (applicable to</li> </ul>	
	personnel, motor vehicles, etc.),	

# Form C: Joint Venture/Consortium/Association Information Form

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
ITB reference:	[Insert ITB Reference Number]		

To be completed and returned with your Bid if the Bid is submitted as a Joint Venture/Consortium/Association.

No	Name of Partner and contact information (address, telephone numbers, fax numbers, e-mail address)	Proposed proportion of responsibilities (in %) and type of goods and/or services to be performed
1	[Complete]	[Complete]
2	[Complete]	[Complete]
3	[Complete]	[Complete]

Name of leading partner (with authority to bind the JV, Consortium, Association during the ITB process and, in the event a Contract is awarded, during contract execution)	[Complete]
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We have attached a copy of the below referenced document signed by every partner, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said joint venture:

Letter of intent to form a joint venture

□ JV/Consortium/Association agreement

We hereby confirm that if the contract is awarded, all parties of the Joint Venture/Consortium/Association shall be jointly and severally liable to UNDP for the fulfillment of the provisions of the Contract.

OR

Name of partner:	Name of partner:
Signature: Date:	Signature: Date:
Name of partner:	Name of partner:
Signature:	Signature:
Date:	Date:

# Form D: Eligibility and Qualification Form

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
ITB reference:	[Insert ITB Reference Number]		

If JV/Consortium/Association, to be completed by each partner.

# **History of Non- Performing Contracts**

□Non-per	□Non-performing contracts did not occur during the last 3 years			
□ Contract(s) not performed in the last 3 years				
Year         Non-performed portion of contract         Contract Identification         Total Contract Amount (current value in US\$)				
		Name of Client: Address of Client: Reason(s) for non-performance:		

## Litigation History (including pending litigation)

🗆 No litiga	tion history for the la	ast 3 years	
Litigation	n History as indicated	d below	
Year of	Amount in	Contract Identification	Total Contract Amount
dispute	dispute (in US\$)		(current value in US\$)
		Name of Client:	
		Address of Client:	
		Matter in dispute:	
		Party who initiated the dispute:	
		Status of dispute:	
		Party awarded if resolved:	

## **Previous Relevant Experience**

Please list only previous similar assignments successfully completed in the last 3 years.

List only those assignments for which the Bidder was legally contracted or sub-contracted by the Client as a company or was one of the Consortium/JV partners. Assignments completed by the Bidder's individual experts working privately or through other firms cannot be claimed as the relevant experience of the Bidder, or that of the Bidder's partners or sub-consultants, but can be claimed by the Experts themselves in their CVs. The Bidder should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested by UNDP.

Project name & Country of Assignment	Client & Reference Contact Details	Contract Value	Period of activity and status	Types of activities undertaken

Bidders may also attach their own Project Data Sheets with more details for assignments above.

□ Attached are the Statements of Satisfactory Performance from the Top 3 (three) Clients or more.

## **Financial Standing**

Annual Turnover for the last 3 years	Year Year Year	USD USD USD	
Latest Credit Rating (if any), indicate the source			

<b>Financial information</b> (in US\$ equivalent)	Historic information for the last 3 years		
	Year 1	Year 2	Year 3
	Inj	formation from Balance Sh	eet
Total Assets (TA)			
Total Liabilities (TL)			
Current Assets (CA)			
Current Liabilities (CL)			
	Infor	mation from Income State	ment
Total / Gross Revenue (TR)			
Profits Before Taxes (PBT)			
Net Profit			
Current Ratio			

□ Attached are copies of the audited financial statements (balance sheets, including all related notes, and income statements) for the years required above complying with the following condition:

- a) Must reflect the financial situation of the Bidder or party to a JV, and not sister or parent companies;
- b) Historic financial statements must be audited by a certified public accountant;
- c) Historic financial statements must correspond to accounting periods already completed and audited. No statements for partial periods shall be accepted.

# FORM E: FORMAT OF Technical Bid

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
ITB reference:	[Insert ITB Reference Number]		

The Bidder's Bid should be organized to follow this format of the Technical Bid. Where the bidder is presented with a requirement or asked to use a specific approach, the bidder must not only state its acceptance, but also describe how it intends to comply with the requirements. Where a descriptive response is requested, failure to provide the same will be viewed as non-responsive.

#### SECTION 1: Bidder's qualification, capacity and expertise

- 1.1 General organizational capability which is likely to affect implementation: management structure, financial stability and project financing capacity, project management controls, extent to which any work would be subcontracted (if so, provide details).
- 1.2 Relevance of specialized knowledge and experience on similar engagements done in the region/country.
- 1.3 Quality assurance procedures and risk mitigation measures.
- 1.4 Organization's commitment to sustainability.

#### SECTION 2: Scope of Supply, Technical Specifications, and Related Services

This section should demonstrate the Bidder's responsiveness to the specification by filing the below tables. All other important aspects should be addressed in sufficient detail.

#### LOT 1

2.1 Table of Requirements in ToR/SoW (LOT 1)

Requirement	Minimum Criteria Required
Presentation of the company (size, organization chart, staff by category, location, etc.) and structure of the service offer of your company. Focus on the similar services required in this tender (i.e., Locations, size)	The company has a minimum of 5 years of experience and is able to implement similar projects of the same complexity in Monrovia
Key personnel	

Task Manager (on – site service is not required) Team Leader and Supervisors (full time on –site service required)	<ul> <li>Bachelor's degree or equivalent in public administration or business management</li> <li>At least 3 years of relevant supervising and managerial experience</li> <li>At least 5 years working in the areas of cleaning, building maintenance</li> <li>Good communication skills</li> <li>Minimum education requirement: the equivalent high school diploma</li> <li>Excellent oral and written communications skills</li> <li>Minimum of 3 years of experience in supervisory positions</li> </ul>	
Describe your company's Code of Conduct in relation to the rule of law, respect for human rights, protection of the interests of the client and other relevant issues	Code of Conduct exists and accessible	
Describe your company's recruitment procedures and basic personnel record keeping (Cleaners)	Recruitment procedures must meet the expectations detailed in the Terms of Reference (TOR)/Scope of Work (SOW) and must be considered adequate.	
Describe your mobilization plan for this project, including hiring staff, implementation process, equipment acquisition, training schedules, etc.	The mobilization plan must be comprehensive and cover all aspects to ensure the start of high-quality services and be considered low risk. This mobilization program must clearly indicate the number of calendar days to complete the full deployment (a maximum of 15 days will be considered technically acceptable; a faster mobilization period will be considered more favorably)	
Describe in detail the initial training program that will be offered to each staff member, depending on the role of each	The initial training plan must meet the expectations described in the ToR so that the safety risk related to the non-training of staff is considered low.	

## 2.2 Table of other related Requirements (LOT 1)

Requirement	Minimum Criteria Required
Describe your company's approach to staff conduct and disciplinary measures	The approach meets the expectations detailed in section related to Safety and Security of the ToR and should be considered adequate.
Describe your company's approach to staff salaries, including benefits, social security, etc. DO NOT INCLUDE SALARIES OR FINANCIAL INFORMATION. BUT PERCENTAGES ARE AUTHORIZED.	The approach must respect all the legal requirements relating to the labor code
Describe your staffing table for this project, including key roles, etc.	The staffing table must meet the expectations detailed in the Terms of Reference
Describe roles and responsibilities of the key players identified in your staffing table (eg, Task manager, Team Leader, supervisors, Cleaners etc.), ensuring that they cover all the required services in the ToR.	Roles and Responsibilities Plan must meet the expectations detailed in the Terms of Reference
Describe in detail the uniforms that will be worn by staff. Specify the number and the periodicity of renewal	Uniforms must appear professional and conform to UN uniform safety standards (trousers, short-sleeve shirt, T-Shirt )
Describe in detail the equipment that will be provided by the company for the performance of the contract. Provide much detail as possible (model, brands, etc.).	The list of equipment must meet the expectations described in the Terms of Reference and the type of equipment is considered low risk.
Cleaners qualifications	<ul> <li>Minimum education requirement: the equivalent of a 9th grade education</li> <li>At least one-year work experience on cleaning</li> <li>Be trained on use of different cleaning tools and materials</li> <li>Be able to complete regular and assigned task independently</li> </ul>
Recruitment test (Cleaners and supervisors)	To have been selected and fit to perform the function of Cleaning agent following fitness and medical tests

#### LOT 2

Table of Requirements in ToR/SoW (LOT 2)

Requirement	Minimum Criteria Required
Presentation of the company (size, organization chart, staff by category, location, etc.) and structure of the service offer of your company. Focus on the similar services required in this tender (i.e., Locations, size)	The company has a minimum of 5 years of experience and is able to implement similar projects of the same complexity in Monrovia
Describe the proposed work methodology and your company's Code of Conduct in relation to the rule of law, respect for environment, safety measures, health care, Customer service for emergency, protection of the interests of the client and other relevant issues	Work methodology presented in compliance with the requirements in the ToR and Code of Conduct exists and accessible
Describe in detail the equipment including motor vehicle and personal equipment that will be provided by the company for the performance of the contract. Provide much detail as possible (model, brands, etc.).	The list of equipment must meet the expectations described in the Terms of Reference and the type of equipment is considered low risk.
Describe in detail the uniforms that will be worn by staff. Specify the number and the periodicity of renewal	Uniforms must appear professional and conform to UN uniform safety standards (trousers, short-sleeve shirt, T- Shirt)
Describe roles and responsibilities of the key players identified for the performance of the contract ensuring that they cover all the required services in the ToR.	Roles and Responsibilities Plan must meet the expectations detailed in the Terms of Reference

#### **SECTION 3: Management Structure and Key Personnel**

- 3.1 Describe the overall management approach toward planning and implementing the project. Include an organization chart for the management of the project describing the relationship of key positions and designations. Provide a spreadsheet to show the activities of each personnel and the time allocated for his/her involvement.
- 3.2 Provide CVs for key personnel that will be provided to support the implementation of this project using the format below. CVs should demonstrate qualifications in areas relevant to the scope of goods and/or services.

# Format for CV of Proposed Key Personnel

Name of Personnel	[Insert]
Position for this assignment	[Insert]
Nationality	[Insert]
Language proficiency	[Insert]
Education/	[Summarize college/university and other specialized education of personnel member, giving names of schools, dates attended, and degrees/qualifications obtained.]
Qualifications	[Insert]
Professional certifications	<ul> <li>[Provide details of professional certifications relevant to the scope of goods and/or services]</li> <li>Name of institution: [Insert]</li> <li>Date of certification: [Insert]</li> </ul>
Employment Record/ Experience	[List all positions held by personnel (starting with present position, list in reverse order), giving dates, names of employing organization, title of position held and location of employment. For experience in last five years, detail the type of activities performed, degree of responsibilities, location of assignments and any other information or professional experience considered pertinent for this assignment.]
	[Insert]
	[Provide names, addresses, phone and email contact information for two (2) references]
References	Reference 1: [Insert]
	Reference 2: [Insert]

I, the undersigned, certify that to the best of my knowledge and belief, the data provided above correctly describes my qualifications, my experiences, and other relevant information about myself.

Signature of Personnel

Date (Day/Month/Year)

## FORM F: Price Schedule Form

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
ITB reference:	[Insert ITB Reference Number]		

The Bidder is required to prepare the Price Schedule following the below format. The Price Schedule must include a detailed cost breakdown of all goods and related services to be provided. Separate figures must be provided for each functional grouping or category, if any.

Any estimates for cost-reimbursable items, such as travel of experts and out-of-pocket expenses, should be listed separately.

#### Currency of the Bid: USD

## Price Schedule Form for LOT 1

## **Table A: Total Price Schedule**

Total Price Schedule for One UN House/PAP				
		Unit cost Monthly	Total Cost -	
S/N	/N Description Numb		(USD)	Monthly (USD)
1	Team Leader	1		
2	Supervisor	2		
3	Cleaner	40		
GRAND TOTAL (USD)				

Name of Bidder:

Authorised signature:

Name of authorised signatory:

Functional Title:

## Table B: Cost Breakdown for personnel services:

The Proposers are requested to provide the cost breakdown for the above given prices for each deliverable based on the following format. UNDP shall use the cost breakdown for the price reasonability assessment purposes as well as the calculation of price in the event that both parties have agreed to add new deliverables to the scope of Services

Comprehensive Breakdown to be provided separately for Team Leader, Supervisor, and Cleaner

Descr	Cost per month in USD	
Gross Salary (incl. Allowances, Social Security, Income tax)	Per agent provided/Month	
Cleaning supplies	Per agent provided/Month	
Uniforms	Per agent provided/Month	
Transportation	Per agent provided/Month	
Overhead cost/Admin cost	Per agent provided/Month	
Other cost if available (provide details)	Per agent provided/Month	
Total charged to UN	Per agent provided/Month	

The level of salary for each Cleaning staff shall remain fixed for the whole duration of the contract.

Provide for each category of staff a sample of pay slip with breakdown (from Gross to Net Salary)

Name of Bidder:	
Authorised signature:	
Name of authorised signatory:	
Functional Title:	

# Price Schedule Form for LOT 2

S/N	Description	Quantity (month)	Unit cost (USD)	Total Cost (USD)
1	Rodent control, spraying for mosquitoes and roaches, External spraying for termites and ants			
2	Garbage Collection, transportation and Disposal services for UN Agencies at PAP Building from Monday to Saturday			
	GRAND TOTAL (USD)			

Name of Bidder:	
Authorised signature:	
Name of authorised signatory:	
Functional Title:	

#### Table B: Cost Breakdown for personnel services: LOT 2

The Proposers are requested to provide the cost breakdown for the above given prices for each deliverable based on the following format. UNDP shall use the cost breakdown for the price reasonability assessment purposes as well as the calculation of price in the event that both parties have agreed to add new deliverables to the scope of Services.

Description	Cost per month in USD
Fumigation and Garbage collection services	
Required supplies	
Equipment/tools	
Other cost if available (provide details)	
GRAND TOTAL (USD)	

## FORM G: FIDELITY BOND

Will not be applicable for this contract

#### FORM OF FIDELITY BOND

Know all person	s by these pres	sents, that we	e, [security company],	a company incorporated in
and under the laws of	, aı	nd	, a corporation or	ganized under the laws
of	, and duly auth	norized to tran	sact business in	(hereinafter "Surety")
are held and firmly boun	d unto UNDP, [	a subsidiary b	ody of the United Natio	ons], an international
intergovernmental organ	ization with its	Headquarters	in New York, New York	k, USA, in the sum
of(USD), to be pai	d to UNDP, for	which paymer	t, well and truly to be r	nade,
	and	l the Surety do	bind themselves, their	r successors and assigns,
jointly and severally, firm	ly by these pres	sents.		
Dated this	dav of	, 200 .		

**Whereas,** [security company] has entered into a written contract with UNDP dated the \_\_\_\_\_day of \_\_\_\_\_, 200\_\_\_, for the provision of security services for UNDP personnel and premises in \_\_\_\_\_\_, said Contract being by reference made part hereof and hereinafter referred to as the "Contract".

**Whereas**, \_\_\_\_\_\_\_, employee of [security company], by contract of employment, bearing even date with this obligation, has been assigned by [security company] from \_\_\_\_\_\_ for a term of one year, unless terminated earlier in accordance with the Contract, to provide security services for UNDP, in accordance with the Contract.

**Now**, the condition of this obligation is such that, if the said employee shall well and truly perform the services required under the Contract for the term of one year; and if the said employee shall not, during the said term, detain, convert, waste, embezzle, make away, or lend any goods and chattels of the said UNDP, but shall honestly perform the services under the Contract, as a licensed and trained security guard ought to do, during the said term, then this obligation is to be void; otherwise, to remain in full force.

**No** right of action shall accrue on this Bond to or for the use of any person or corporation other than UNDP named herein.

**This Bond** shall be enforceable without the need to have recourse to any of the dispute resolution procedures set forth in the Contract.

Nothing herein or related hereto shall be deemed a waiver, express or implied, of the privileges or immunities of the United Nations, including UNDP.

Signed on	Signed on		
On behalf of	On behalf of	by	
by	in the capacity of	in the capacity of	in the
presence of	in the presence of		