



REQUEST FOR PROPOSAL

**Long Term Agreement for Provision and Administration of
Ancillary and Cleaning Services to United Nations Common
Premises and United Nations Office on Drug and Crime
located in Tehran**

RFP No.: RFP/2019/01

Issued on: 24 July 2019

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Section 1: Letter of Invitation

The United Nations Development Programme (UNDP) hereby invites you to submit a Proposal to this Request for Proposal (RFP) for the above-referenced subject.

This RFP includes the following documents and the General Terms and Conditions of Contract which is inserted in the Bid Data Sheet (BDS):

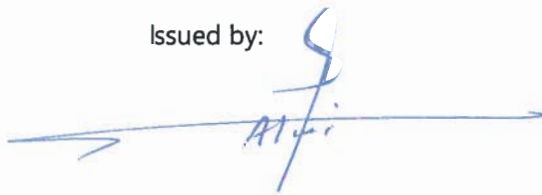
- Section 1: This Letter of Invitation
- Section 2: Instruction to Bidders
- Section 3: Bid Data Sheet (BDS)
- Section 4: Evaluation Criteria
- Section 5: Terms of Reference
- Section 6: Returnable Bidding Forms
 - o Form A: Technical Proposal Submission Form
 - o Form B: Bidder Information Form
 - o Form C: Joint Venture/Consortium/Association Information Form
 - o Form D: Qualification Form
 - o Form E: Format of Technical Proposal
 - o Form F: Financial Proposal Submission Form
 - o Form G: Financial Proposal Form

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

Please acknowledge receipt of this RFP by sending an email to gagik.gevorkian@undp.org, indicating whether you intend to submit a Proposal 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 RFP. Should you require further clarifications, kindly communicate with the contact person/s identified in the attached Bid Data Sheet as the focal point for queries on this RFP.

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

Issued by:



Name: Nazli Alavi

Title: Head of Procurement

Date: July 24, 2019

Approved by:



Name: Claudio Providas

Title: Resident Representative

Date: July 24, 2019

Section 2. Instruction to Bidders

A. GENERAL PROVISIONS	
1. Introduction	<p>1.1 Bidders shall adhere to all the requirements of this RFP, including any amendments in writing by UNDP. This RFP is conducted in accordance with the UNDP Programme and Operations Policies and Procedures (POPP) on Contracts and Procurement which can be accessed at https://popp.undp.org/SitePages/POPPBSUnit.aspx?TermID=254a9f96-b883-476a-8ef8-e81f93a2b38d</p> <p>1.2 Any Proposal submitted will be regarded as an offer by the Bidder and does not constitute or imply the acceptance of the Proposal by UNDP. UNDP is under no obligation to award a contract to any Bidder as a result of this RFP.</p> <p>1.3 As part of the bid, it is desired that the Bidder registers at the United Nations Global Marketplace (UNGM) website (www.ungm.org). 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.</p>
2. Fraud & Corruption, Gifts and Hospitality	<p>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 http://www.undp.org/content/undp/en/home/operations/accountability/audit/office_of_audit_andinvestigation.html#anti</p> <p>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.</p> <p>2.3 In pursuance of this policy, UNDP</p> <p>(a) Shall reject a proposal if it determines that the selected bidder has engaged in any corrupt or fraudulent practices in competing for the contract in question;</p> <p>(b) Shall declare a vendor ineligible, either indefinitely or for a stated period of time, 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.</p> <p>2.4 All Bidders must adhere to the UN Supplier Code of Conduct, which may be found at http://www.un.org/depts/ptd/pdf/conduct_english.pdf</p>

3. Eligibility	<p>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 these organizations.</p> <p>3.2 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.</p>
4. Conflict of Interests	<p>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:</p> <ul style="list-style-type: none"> 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; b) Were involved in the preparation and/or design of the programme/project related to the services requested under this RFP; or c) Are found to be in conflict for any other reason, as may be established by, or at the discretion of UNDP. <p>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 a conflict exists.</p> <p>4.3 Similarly, the Bidders must disclose in their proposal their knowledge of the following:</p> <ul style="list-style-type: none"> a) If the owners, part-owners, officers, directors, controlling shareholders, of the bidding entity or key personnel are family members of UNDP staff involved in the procurement functions and/or the Government of the country or any Implementing Partner receiving services under this RFP; and b) All other circumstances that could potentially lead to actual or perceived conflict of interest, collusion or unfair competition practices. <p>Failure to disclose such an information may result in the rejection of the proposal or proposals affected by the non-disclosure.</p> <p>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 RFP, among others. Conditions that may lead to undue advantage against other Bidders may result in the eventual rejection of the Proposal.</p>

B. PREPARATION OF PROPOSALS

5. General	5.1 In preparing the Proposal, the Bidder is expected to examine the RFP in detail.
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<p>Considerations</p>	<p>Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.</p> <p>5.2 The Bidder will not be permitted to take advantage of any errors or omissions in the RFP. Should such errors or omissions be discovered, the Bidder must notify the UNDP</p>
<p>6. Cost of Preparation of Proposal</p>	<p>6.1 The Bidder shall bear any and all costs related to the preparation and/or submission of the Proposal, regardless of whether its Proposal was selected or not. UNDP shall not be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process.</p>
<p>7. Language</p>	<p>7.1 The Proposal, 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.</p>
<p>8. Documents Comprising the Proposal</p>	<p>8.1 The Proposal shall comprise of the following documents:</p> <ul style="list-style-type: none"> a) Documents Establishing the Eligibility and Qualifications of the Bidder; b) Technical Proposal; c) Financial Proposal; d) Proposal Security, if required by BDS; e) Any attachments and/or appendices to the Proposal.
<p>9. Documents Establishing the Eligibility and Qualifications of the Bidder</p>	<p>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.</p>
<p>10. Technical Proposal Format and Content</p>	<p>10.1 The Bidder is required to submit a Technical Proposal using the Standard Forms and templates provided in Section 6 of the RFP.</p> <p>10.2 The Technical Proposal shall not include any price or financial information. A Technical Proposal containing material financial information may be declared non-responsive.</p> <p>10.3 Samples of items, when required as per Section 5, shall be provided within the time specified and unless otherwise specified by UNDP, and at no expense to UNDP</p> <p>10.4 When applicable and required as per Section 5, the Bidder shall describe the necessary training programme available for the maintenance and operation of the services and/or 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.</p>
<p>11. Financial Proposals</p>	<p>11.1 The Financial Proposal shall be prepared using the Standard Form provided in Section 6 of the RFP. It shall list all major cost components associated with the services, and the detailed breakdown of such costs.</p> <p>11.2 Any output and activities described in the Technical Proposal but not priced in</p>

	<p>the Financial Proposal, shall be assumed to be included in the prices of other activities or items, as well as in the final total price.</p> <p>11.3 Prices and other financial information must not be disclosed in any other place except in the financial proposal.</p>
12. Proposal Security	<p>12.1 A Proposal Security, if required by BDS, shall be provided in the amount and form indicated in the BDS. The Proposal Security shall be valid up to thirty (30) days after the final date of validity of the Proposal.</p> <p>12.2 The Proposal Security shall be included along with the Technical Proposal. If Proposal Security is required by the RFP but is not found along with the Technical Proposal, the Proposal shall be rejected.</p> <p>12.3 If the Proposal Security amount or its validity period is found to be less than what is required by UNDP, UNDP shall reject the Proposal.</p> <p>12.4 In the event an electronic submission is allowed in the BDS, Bidders shall include a copy of the Bid Security in their proposal and the original of the Proposal Security must be sent via courier or hand delivery as per the instructions in BDS.</p> <p>12.5 The Proposal Security may be forfeited by UNDP, and the Proposal rejected, in the event of any one or combination, of the following conditions:</p> <ul style="list-style-type: none"> a) If the Bidder withdraws its offer during the period of the Proposal Validity specified in the BDS, or; b) In the event that the successful Bidder fails: <ul style="list-style-type: none"> i. to sign the Contract after UNDP has issued an award; or <p>12.6 to furnish 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.</p>
13. Currencies	<p>13.1 All prices shall be quoted in the currency or currencies indicated in the BDS. Where Proposals are quoted in different currencies, for the purposes of comparison of all Proposals:</p> <ul style="list-style-type: none"> a) UNDP will convert the currency quoted in the Proposal into the UNDP preferred currency, in accordance with the prevailing UN operational rate of exchange on the last day of submission of Proposals; and b) In the event that UNDP selects a proposal 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 in the currency of UNDP's preference, using the conversion method specified above.
14. Joint Venture, Consortium or Association	<p>14.1 If the Bidder is a group of legal entities that will form or have formed a Joint Venture (JV), Consortium or Association for the Proposal, they shall confirm in their Proposal that : (i) they have designated one party to act as a lead entity, duly vested with authority to legally bind the members of the JV, Consortium or Association jointly and severally, which shall be evidenced by a duly notarized Agreement among the legal entities, and submitted with the Proposal; and (ii) if they are awarded the contract, the contract shall be entered into, by and between UNDP and the designated lead entity, who shall be acting for and on</p>

	<p>behalf of all the member entities comprising the joint venture.</p> <p>14.2 After the Deadline for Submission of Proposal, the lead entity identified to represent the JV, Consortium or Association shall not be altered without the prior written consent of UNDP.</p> <p>14.3 The lead entity and the member entities of the JV, Consortium or Association shall abide by the provisions of Clause 9 herein in respect of submitting only one proposal.</p> <p>14.4 The description of the organization of the JV, Consortium or Association must clearly define the expected role of each of the entity in the joint venture in delivering the requirements of the RFP, both in the Proposal 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 UNDP.</p> <p>14.5 A JV, Consortium or Association in presenting its track record and experience should clearly differentiate between:</p> <ul style="list-style-type: none"> a) Those that were undertaken together by the JV, Consortium or Association; and b) Those that were undertaken by the individual entities of the JV, Consortium or Association. <p>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.</p> <p>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.</p>
15. Only One Proposal	<p>15.1 The Bidder (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture.</p> <p>15.2 Proposals submitted by two (2) or more Bidders shall all be rejected if they are found to have any of the following:</p> <ul style="list-style-type: none"> a) they have at least one controlling partner, director or shareholder in common; or b) any one of them receive or have received any direct or indirect subsidy from the other/s; or c) they have the same legal representative for purposes of this RFP; or 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 Proposal of, another Bidder regarding this RFP process; e) they are subcontractors to each other's Proposal, or a subcontractor to one Proposal also submits another Proposal under its name as lead Bidder; or f) some key personnel proposed to be in the team of one Bidder participates in more than one Proposal received for this RFP process. This condition

	relating to the personnel, does not apply to subcontractors being included in more than one Proposal.
16. Proposal Validity Period	<p>16.1 Proposals shall remain valid for the period specified in the BDS, commencing on the Deadline for Submission of Proposals. A Proposal valid for a shorter period may be rejected by UNDP and rendered non-responsive.</p> <p>16.2 During the Proposal validity period, the Bidder shall maintain its original Proposal without any change, including the availability of the Key Personnel, the proposed rates and the total price.</p>
17. Extension of Proposal Validity Period	<p>17.1 In exceptional circumstances, prior to the expiration of the proposal validity period, UNDP may request Bidders to extend the period of validity of their Proposals. The request and the responses shall be made in writing, and shall be considered integral to the Proposal.</p> <p>17.2 If the Bidder agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal.</p> <p>17.3 The Bidder has the right to refuse to extend the validity of its Proposal, and in which case, such Proposal will not be further evaluated.</p>
18. Clarification of Proposal	<p>18.1 Bidders may request clarifications on any of the RFP 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.</p> <p>18.2 UNDP will provide the responses to clarifications through the method specified in the BDS.</p> <p>18.3 UNDP shall endeavor 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 Proposals, unless UNDP deems that such an extension is justified and necessary.</p>
19. Amendment of Proposals	<p>19.1 At any time prior to the deadline of Proposal submission, UNDP may for any reason, such as in response to a clarification requested by a Bidder, modify the RFP in the form of an amendment to the RFP. Amendments will be made available to all prospective bidders.</p> <p>19.2 If the amendment is substantial, UNDP may extend the Deadline for submission of proposal to give the Bidders reasonable time to incorporate the amendment into their Proposals.</p>
20. Alternative Proposals	<p>20.1 Unless otherwise specified in the BDS, alternative proposals shall not be considered. If submission of alternative proposal is allowed by BDS, a Bidder may submit an alternative proposal, but only if it also submits a proposal conforming to the RFP requirements. UNDP shall only consider the alternative proposal offered by the Bidder whose conforming proposal ranked the highest as per the specified evaluation method. Where the conditions for its acceptance are met, or justifications are clearly established, UNDP reserves the right to award a</p>

	<p>contract based on an alternative proposal.</p> <p>20.2 If multiple/alternative proposals are being submitted, they must be clearly marked as "Main Proposal" and "Alternative Proposal"</p>
21. Pre-Bid Conference	<p>21.1 When appropriate, a Bidder's 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 RFP, unless specifically incorporated in the Minutes of the Bidder's Conference or issued/posted as an amendment to RFP.</p>
C. SUBMISSION AND OPENING OF PROPOSALS	
22. Submission	<p>22.1 The Bidder shall submit a duly signed and complete Proposal comprising the documents and forms in accordance with the requirements in the BDS. The submission shall be in the manner specified in the BDS.</p> <p>22.2 The Proposal 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 Proposal.</p> <p>22.3 Bidders must be aware that the mere act of submission of a Proposal, in and of itself, implies that the Bidder fully accepts the UNDP General Contract Terms and Conditions.</p>
Hard copy (manual) submission	<p>22.4 Hard copy (manual) submission by courier or hand delivery allowed or specified in the BDS shall be governed as follows:</p> <ul style="list-style-type: none"> a) The signed Proposal 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. b) The Technical Proposal and the Financial Proposal envelopes MUST BE COMPLETELY SEPARATE and each of them must be submitted sealed individually and clearly marked on the outside as either "TECHNICAL PROPOSAL" or "FINANCIAL PROPOSAL", as appropriate. Each envelope SHALL clearly indicate the name of the Bidder. The outer envelopes shall: <ul style="list-style-type: none"> i. Bear the name and address of the bidder; ii. Be addressed to UNDP as specified in the BDS iii. Bear a warning that states "Not to be opened before the time and date for proposal opening" as specified in the BDS. <p>If the envelopes and packages with the Proposal are not sealed and marked as required, UNDP shall assume no responsibility for the misplacement, loss, or premature opening of the Proposal.</p> <p>22.5 Email submission, if allowed or specified in the BDS, shall be governed as follows:</p>

Email Submission	<ul style="list-style-type: none"> a) Electronic files that form part of the proposal must be in accordance with the format and requirements indicated in BDS; b) The Technical Proposal and the Financial Proposal files MUST BE COMPLETELY SEPARATE. The financial proposal shall be encrypted with different passwords and clearly labelled. The files must be sent to the dedicated email address specified in the BDS. c) The password for opening the Financial Proposal should be provided only upon request of UNDP. UNDP will request password only from bidders whose Technical Proposal has been found to be technically responsive. Failure to provide correct password may result in the proposal being rejected.
eTendering submission	<p>22.6 Electronic submission through eTendering, if allowed or specified in the BDS, shall be governed as follows:</p> <ul style="list-style-type: none"> a) Electronic files that form part of the proposal must be in accordance with the format and requirements indicated in BDS; b) The Technical Proposal and the Financial Proposal files MUST BE COMPLETELY SEPARATE and each of them must be uploaded individually and clearly labelled. d) The Financial Proposal file must be encrypted with a password so that it cannot be opened nor viewed until the password is provided. The password for opening the Financial Proposal should be provided only upon request of UNDP. UNDP will request password only from bidders whose technical proposal has been found to be technically responsive. Failure to provide the correct password may result in the proposal being rejected. c) Documents which are required to be in original form (e.g. Bid Security, etc.) must be sent via courier or hand delivery as per the instructions in BDS. d) 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: http://www.undp.org/content/undp/en/home/operations/procurement/business/procurement-notice/resources/
23. Deadline for Submission of Proposals and Late Proposals	<p>23.1 Complete Proposals must be received by UNDP in the manner, and no later than the date and time, specified in the BDS. UNDP shall only recognize the date and time that the bid was received by UNDP</p> <p>23.2 UNDP shall not consider any Proposal that is submitted after the deadline for the submission of Proposals.</p>
24. Withdrawal, Substitution, and Modification of Proposals	<p>24.1 A Bidder may withdraw, substitute or modify its Proposal after it has been submitted at any time prior to the deadline for submission.</p> <p>24.2 Manual and Email submissions: A bidder may withdraw, substitute or modify its Proposal 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 Proposal, if any, must accompany the respective written notice. All notices must be submitted in</p>

	<p>the same manner as specified for submission of proposals, by clearly marking them as "WITHDRAWAL" "SUBSTITUTION," or "MODIFICATION"</p> <p>24.3 eTendering: A Bidder may withdraw, substitute or modify its Proposal by Canceling, Editing, and re-submitting the proposal 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 Proposal as needed. Detailed instructions on how to cancel or modify a Proposal directly in the system are provided in Bidder User Guide and Instructional videos.</p> <p>24.4 Proposals 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</p>
25. Proposal Opening	<p>25.1 There is no public bid opening for RFPs. UNDP shall open the Proposals in the presence of an ad-hoc committee formed by UNDP, consisting of at least two (2) members. In the case of e-Tendering submission, bidders will receive an automatic notification once their proposal is opened.</p>
D. EVALUATION OF PROPOSALS	
26. Confidentiality	<p>26.1 Information relating to the examination, evaluation, and comparison of Proposals, 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.</p> <p>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 Proposals or contract award decisions may, at UNDP's decision, result in the rejection of its Proposal and may be subject to the application of prevailing UNDP's vendor sanctions procedures.</p>
27. Evaluation of Proposals	<p>27.1 The Bidder is not permitted to alter or modify its Proposal in any way after the proposal submission deadline except as permitted under Clause 24 of this RFP. UNDP will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.</p> <p>27.2 Evaluation of proposals is made of the following steps:</p> <ol style="list-style-type: none"> Preliminary Examination Minimum Eligibility and Qualification (if pre-qualification is not done) Evaluation of Technical Proposals Evaluation of Financial Proposals
28. Preliminary Examination	<p>28.1 UNDP shall examine the Proposals to determine whether they are complete with respect to minimum documentary requirements, whether the documents have been properly signed, and whether the Proposals are generally in order, among other indicators that may be used at this stage. UNDP reserves the right to reject any Proposal at this stage.</p>
29. Evaluation of Eligibility and Qualification	<p>29.1 Eligibility and Qualification of the Bidder will be evaluated against the Minimum Eligibility/Qualification requirements specified in the Section 4 (Evaluation Criteria).</p> <p>29.2 In general terms, vendors that meet the following criteria may be considered</p>

	<p>qualified:</p> <ul style="list-style-type: none"> 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; b) They have a good financial standing and have access to adequate financial resources to perform the contract and all existing commercial commitments, c) They have the necessary similar experience, technical expertise, production capacity where applicable, quality certifications, quality assurance procedures and other resources applicable to the provision of the services required; d) They are able to comply fully with UNDP General Terms and Conditions of Contract; e) They do not have a consistent history of court/arbitral award decisions against the Bidder; and f) They have a record of timely and satisfactory performance with their clients.
30. Evaluation of Technical and Financial Proposals	<p>30.1 The evaluation team shall review and evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and other RFP documents, applying the evaluation criteria, sub-criteria, and point system specified in the Section 4 (Evaluation Criteria). A Proposal shall be rendered non-responsive at the technical evaluation stage if it fails to achieve the minimum technical score indicated in the BDS. When necessary and if stated in the BDS, UNDP may invite technically responsive bidders for a presentation related to their technical proposals. The conditions for the presentation shall be provided in the bid document where required.</p> <p>30.2 In the second stage, only the Financial Proposals of those Bidders who achieve the minimum technical score will be opened for evaluation. The Financial Proposals corresponding to Technical Proposals that were rendered non-responsive shall remain unopened, and, in the case of manual submission, be returned to the Bidder unopened. For emailed Proposals and e-tendering submissions, UNDP will not request for the password of the Financial Proposals of bidders whose Technical Proposal were found not responsive.</p> <p>30.3 The evaluation method that applies for this RFP shall be as indicated in the BDS, which may be either of two (2) possible methods, as follows: (a) the lowest priced method which selects the lowest evaluated financial proposal of the technically responsive Bidders; or (b) the combined scoring method which will be based on a combination of the technical and financial score.</p> <p>30.4 When the BDS specifies a combined scoring method, the formula for the rating of the Proposals will be as follows:</p> <div style="border: 1px solid black; padding: 10px; margin-top: 10px;"> <p><u>Rating the Technical Proposal (TP):</u></p> <p style="text-align: center;">TP Rating = (Total Score Obtained by the Offer / Max. Obtainable Score for TP) x 100</p> <p><u>Rating the Financial Proposal (FP):</u></p> </div>

	<p>FP Rating = (Lowest Priced Offer / Price of the Offer Being Reviewed) x 100</p> <p><u>Total Combined Score:</u></p> <p>Combined Score = (TP Rating) x (Weight of TP, e.g. 70%) + (FP Rating) x (Weight of FP, e.g., 30%)</p>
31. Due Diligence	<p>31.1 UNDP reserves the right to undertake a due diligence exercise, also called post qualification, 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:</p> <ul style="list-style-type: none"> a) Verification of accuracy, correctness and authenticity of information provided by the Bidder; b) Validation of extent of compliance to the RFP requirements and evaluation criteria based on what has so far been found by the evaluation team; 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; d) Inquiry and reference checking with previous clients on the performance on on-going or contracts completed, including physical inspections of previous works, as necessary; e) Physical inspection of the Bidder's offices, branches or other places where business transpires, with or without notice to the Bidder; f) Other means that UNDP may deem appropriate, at any stage within the selection process, prior to awarding the contract.
32. Clarification of Proposals	<p>32.1 To assist in the examination, evaluation and comparison of Proposals, UNDP may, at its discretion, ask any Bidder for a clarification of its Proposal.</p> <p>32.2 UNDP's request for clarification and the response shall be in writing and no change in the prices or substance of the Proposal 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 Proposals, in accordance with RFP.</p> <p>32.3 Any unsolicited clarification submitted by a Bidder in respect to its Proposal, which is not a response to a request by UNDP, shall not be considered during the review and evaluation of the Proposals.</p>
33. Responsiveness of Proposal	<p>33.1 UNDP's determination of a Proposal's responsiveness will be based on the contents of the Proposal itself. A substantially responsive Proposal is one that conforms to all the terms, conditions, TOR and other requirements of the RFP without material deviation, reservation, or omission.</p> <p>33.2 If a Proposal 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.</p>
34. Nonconformity	<p>34.1 Provided that a Proposal is substantially responsive, UNDP may waive any non-</p>

<p>es, Reparable Errors and Omissions</p>	<p>conformities or omissions in the Proposal that, in the opinion of UNDP, do not constitute a material deviation.</p> <p>34.2 UNDP may request the Bidder to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Proposal related to documentation requirements. Such omission shall not be related to any aspect of the price of the Proposal. Failure of the Bidder to comply with the request may result in the rejection of its Proposal.</p> <p>34.3 For Financial Proposal that has been opened, UNDP shall check and correct arithmetical errors as follows:</p> <ul style="list-style-type: none"> 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. <p>34.4 If the Bidder does not accept the correction of errors made by UNDP, its Proposal shall be rejected.</p>
<p>E. AWARD OF CONTRACT</p>	
<p>35. Right to Accept, Reject, Any or All Proposals</p>	<p>35.1 UNDP reserves the right to accept or reject any Proposal, to render any or all of the Proposals as non-responsive, and to reject all Proposals 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.</p>
<p>36. Award Criteria</p>	<p>36.1 Prior to expiration of the proposal validity, UNDP shall award the contract to the qualified Bidder based on the award criteria indicated in the BDS.</p>
<p>37. Debriefing</p>	<p>37.1 In the event that a Bidder is unsuccessful, the Bidder may request 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 proposals for UNDP procurement opportunities. The content of other proposals and how they compare to the Bidder's submission shall not be discussed.</p>
<p>38. Right to Vary Requirements at the Time of Award</p>	<p>38.1 At the time of award of Contract, UNDP reserves the right to vary 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.</p>

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 Proposal Security, if any, and on which event, UNDP may award the Contract to the Second Ranked Bidder or call for new Proposals.
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 http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html
41. Performance Security	41.1 40.1 A performance security, if required in BDS, shall be provided in the amount specified in BDS and form available at https://popp.undp.org/_layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_POPP_DOCUMENT_LIBRARY/Public/PSU_Solicitation_Performance%20Guarantee%20Form.docx&action=default within 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 preference to make no advance payment(s) (i.e., payments without having received any outputs). If an advance payment is allowed as per 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 https://popp.undp.org/_layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_POPP_DOCUMENT_LIBRARY/Public/PSU_Contract%20Management%20Payment%20and%20Taxes_Advanced%20Payment%20Guarantee%20Form.docx&action=default
43. Liquidated Damages	43.1 If specified in BDS, UNDP shall apply Liquidated Damages resulting from the Contractor's delays or breach of its obligations as per the Contract.
44. Payment Provisions	44.1 Payment will be made only upon UNDP's acceptance of the work performed. The terms of payment shall be within thirty (30) days, after receipt of invoice and certification of acceptance of work issued by the proper authority in UNDP with direct supervision of the Contractor. Payment will be effected by bank transfer in the currency of 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: http://www.undp.org/content/undp/en/home/operations/procurement/business/protest-and-sanctions.html
46. Other	46.1 In the event that the Bidder offers a lower price to the host Government (e.g.



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Provisions	<p>General Services Administration (GSA) of the federal government of the United States of America) for similar services, UNDP shall be entitled to same lower price. The UNDP General Terms and Conditions shall have precedence.</p> <p>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.</p> <p>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 http://www.un.org/en/ga/search/view_doc.asp?symbol=ST/SGB/2006/15&refer er</p>
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Section 3. Bid Data Sheet

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

BDS No.	Ref. to Section.2	Data	Specific Instructions / Requirements
1	7	Language of the Proposal	English
2		Submitting Proposals for Parts or sub-parts of the TOR (partial bids)	Allowed (each bidder is allowed to bid for either the ancillary and cleaning services of United Nations Common Premises (UNCP) or United Nations Office on Drugs and Crime (UNODC), or both of them)
3	20	Alternative Proposals	Shall not be considered
4	21	Pre-proposal conference	Will be Conducted Time: 10:00 a.m. Date: August 05, 2019 Venue: United Nations Common Premises The UNDP focal point for the arrangement is: Mr. Gagik Gevorkian Telephone: 0098 21 22860691 – 4 (Ext: 331) E-mail: gagik.gevorkian@undp.org
5	10	Proposal Validity Period	90 days
6	14	Bid Security	1,00,000,000 IRR in the form of bank guarantee or bank certified cheque
7	41	Advanced Payment upon signing of contract	Not Allowed

8	42	Liquidated Damages	Will be imposed as follows: Percentage of contract price per day of delay in implementing the services: 0.5% Max. number of days of delay 30 days, after which UNDP may terminate the contract.
9	40	Performance Security	Not Required
10	18	Currency of Proposal	Iranian Rial
11	31	Deadline for submitting requests for clarifications/questions	4 days before the submission deadline
12	31	Contact Details for submitting clarifications/questions	Focal Person in UNDP: Mr. Gagik Gevorkian Address: No.8, Shahrzad Boulevard, Darrous, Tehran – Iran Telephone: 0098 21 22860691 – 4 (Ext: 331) Fax: 0098 21 22869547 E-mail address: gagik.gevorkian@undp.org
13	18, 19 and 21	Manner of Disseminating Supplemental Information to the RFP and responses/clarifications to queries	Posted directly to eTendering
14	23	Deadline for Submission	August 14, 2019 – 16:30 Tehran local time For eTendering submission - as indicated in eTendering system. Note that system time zone is in EST/EDT (New York) time zone.
14	22	Allowable Manner of Submitting Proposals	e-Tendering
15	22	Proposal Submission Address	https://etendering.partneragencies.org <u>Business Unit Code:</u> IRN10 <u>Event ID:</u> 0000004109

16	22	Electronic submission (email or eTendering) requirements	<ul style="list-style-type: none"> Format: PDF files only File names must be maximum 60 characters long and must not contain any letter or special character other than from Latin alphabet/keyboard. All files must be free of viruses and not corrupted. Password for financial proposal <u>must</u> not be provided to UNDP until requested by UNDP
17	27 36	Evaluation Method for the Award of Contract	<p>Combined Scoring Method, using the 70%-30% distribution for technical and financial proposals respectively</p> <p>The minimum technical score required to pass is 70%.</p>
18		Expected date for commencement of Contract	23 September 2019
19		Maximum expected duration of contract	One-year Long-Term Agreement with possibility of extension to three years
20	35	UNDP will award the contract to:	One or more Proposers, the financial proposals for ancillary and cleaning services for UNCP and UNODC should be submitted and evaluated separately
21	39	Type of Contract	<p>Purchase Order and Contract for Goods and Services for UNDP and on behalf of UN entities</p> <p>http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html</p>
22	39	UNDP Contract Terms and Conditions that will apply	<p>UNDP General Terms and Conditions for Professional Services</p> <p>http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html</p>
23		Other Information Related to the RFP	No further information

Section 4. Evaluation Criteria

Preliminary Examination Criteria

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

- Appropriate signatures
- Minimum documents provided
- Technical and Financial Proposals submitted separately
- Bid Validity

Minimum Eligibility and Qualification Criteria

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

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

Subject	Criteria	Document Submission requirement
ELIGIBILITY		
Legal Status	Officially registered with Registration of Companies Department in Islamic Republic of Iran and having a formal office in Tehran	Form B: Bidder Information Form
Mission and Vision	Relevance of mission and vision of the entity with the objectives of this Terms of Reference;	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: Technical Proposal Submission Form
Conflict of Interest	No conflicts of interest in accordance with ITB clause 4.	Form A: Technical Proposal Submission Form
Bankruptcy	Not declared bankruptcy, 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: Technical Proposal Submission Form
QUALIFICATION		

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History of Non-Performing Contracts¹	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
Being Active	The bidder should have been active in the field of human resource administration and management during the last seven years;	Form D: Qualification Form
Previous Experience	<ul style="list-style-type: none"> - Minimum five years of professional experience in the field of human resource administration and management; - Minimum three years' successful experience in management of safety/security human resources; - Minimum three years of experience in rendering satisfactory cleaning services to high-end premises, buildings, condominiums, apartments and offices in various business/financial districts; - Having average number of 50 subcontractors (employees) per year under administration of the organization during the last seven years; - Minimum annual turnover of 10 Billion Iranian Rial at least for three years during the past five years, (as an evidence the bidders should submit the Audited Financial Statement (Income Statement and Balance Sheet) including Auditor's Report or Tax Declaration, Final Tax Assessment Document and Tax Payment Certificate issued by the Internal Revenue Authority) 	Form D: Qualification Form
Minimum required Key staff	Managing Director and two focal points to be introduced by bidders as below: <ul style="list-style-type: none"> - Administration Assistant: One individual - Finance Assistant: One individual 	
Financial Standing	Minimum annual turnover of 10 Billion Iranian Rial at least for three years during the past five years.	Form D: Qualification Form
	Bidder must demonstrate the current soundness of its financial standing and indicate its prospective long-term profitability through submitting audited financial statement or Tax	Form D: Qualification Form

¹ 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.

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	Registration/Payment Certificate issued by the Internal Revenue Authority.	
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Technical Evaluation Criteria

Summary of Technical Proposal Evaluation Forms		Points Obtainable
1.	Bidder's qualification, capacity and experience	500
2.	Proposed Methodology, Approach and Implementation Plan	300
3.	Management Structure and Key Personnel	200
Total		1000

Section 1. Bidder's qualification, capacity and experience		Points obtainable
1.1	Minimum five years of professional experience in the field of human resource administration and management	60
1.2	Previous experience in the field of administration and management of human resources for private sectors or governmental organization during the last five years	30
1.3	Previous experience in the field of administration and management of human resources for international companies during the last five years	40
1.4	Previous experience in the field of administration and management of human resources for embassies during the last five years	70
1.5	Previous experience in the field of administration and management of human resources for UN agencies during the last five years	80
1.6	Approximate total value of three major contracts during the last five year Out of three contracts at least one should be: 1) in management of safety/security services; 2) in rendering satisfactory cleaning services to high-end premises, buildings, condominiums, apartments and offices in various business/financial districts	70
1.7	Having minimum 3 recommendations/reference letters from private sectors or governmental or international companies (recommendation letter from international companies will be considered as an advantage)	20
1.8	Having minimum 1 recommendation/ reference letters from the UN agencies or Diplomatic Missions	30



1.9	Having minimum average annual turnover of 10 Billion Iranian Rial at least for three years during the past five years.	100
Total Section 1		500

Section 2. Proposed Methodology, Approach and Implementation Plan		Points obtainable
2.1	Understanding of the requirement: Have the important aspects of the task been addressed in sufficient detail?	60
2.2	Description of the Offeror's approach and methodology for meeting or exceeding the requirements of the Terms of Reference	40
2.3	Demonstrated understanding of the expected challenges and problems in implementation of this work and approach to address the expected challenges	100
2.4	Description of available performance monitoring and evaluation mechanisms and tools; how they shall be adopted and used for a specific requirement	100
Total Section 2		300

Section 3. Management Structure and Key Personnel		Points obtainable
3.1	Managing Director:	80
	- Academic degree in Management or Finance	30
	- Years of experience (minimum of 5 years' experience in similar field is required)	50
3.2	Finance/Accounting Assistant assigned for the contract: (minimum one individual)	50
	- Academic degree in Finance/Accounting,	30
	- Minimum three years of experience in financial management of human resources	15
	- Good knowledge of English is an advantage.	5
3.2 c	Administration Focal point assigned for the contract: (minimum one individual)	70
	- High school diploma (University degree in related fields is a plus)	20

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	- Minimum of three years' experience in human resource administrative and local social security tasks;	45	
	- Good knowledge of English is an advantage.	5	
Total Section 3			200

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Section 5. Terms of Reference

Section 5.a

Terms of Reference (TOR)

Ancillary and Cleaning Services for United Nations Common Premises (UNCP)

Background:

UNDP Iran along with seven other UN agencies is residing in the UN Common Premises (UNCP) located in Tehran.

The purpose of this Terms of Reference is to establish a Long Term Agreement (LTA) with an organization - hereinafter referred to as the 'Contractor'- for provision and administration of ancillary and cleaning services to UNCP, pursuant to which UNDP on behalf of UNCP can conclude specific contractual arrangements with the LTA holder.

The Long-Term Agreement will include two components:

- a. Ancillary Services which includes administration and when necessary recruitment of UNCP outsourced staff such as security guards and telephone operator.
- b. Cleaning services to the highest industry standards for UN Common Premises located in Tehran- Iran

Scope of Agreement:

The Agreement will include;

- a. To administer and recruit the required human resources when requested by UN Common Premises located in Tehran/Iran:**

The Contractor is expected to apply the fix rate/percentage of administration fee to the costs of administration and recruitment of the outsourced personnel as per the figures provided by UNDP on behalf of UNCP. The Contractor will be responsible for recruiting when asked and administration of the following outsourced staff as per Iranian labor law.

Position	Number
Security Guards (nine Security Guards + one Reception Guard)	10
Telephone Operator	1
Total approximate number of outsourced personnel	11

Note: Salary/Number of personnel and descriptions of work of outsourced personnel/sub-contractors (Terms of Reference) for each position will be provided by UNDP/Premises Administrative and Security Manager (PASM) to the Contractor; above table is an approximate number of ancillary personnel currently outsourced for UN Common Premises.

Please see Attachment 1 to these terms of reference for detailed description on guard's requirements.

b. To provide cleaning services to the highest industry standards for UN Common Premises located in Tehran- Iran:

This Agreement is to ensure that the UN Common Premises is well kept, clean, sanitized, and free from any unpleasant odour at all times, presentable to local or international guests of any rank or status at any given time; and constantly exuding a decent and respectable image.

Responsibilities of the LTA Holder:

a. Ancillary Services:

- The Contractor shall provide Ancillary Services for UN Common Premises as estimated in the list under Section 2 of this Terms of Reference and attachments.
- PASM under the oversight of UNDP/UNDSS will provide the Contractor with the Terms of Reference for the services required.
- The Contractor is responsible for proposing candidates for each service. However, the appointment of the proposed candidates is subject to official approval of UNDP/UNDSS.
- All the guards and the telephone operator recruited by the Contractor are under direct supervision of UNCP PASM.
- The contract of the security guards shall be awarded on rotating shift-basis to have the services all 24 hours each day of the week (24/7) i.e., the day to be divided into set periods of time during which different group of guards be present in the UNCP and perform their duties, while the other group of guards are on their off.
- The contract of the reception guard should be based on normal full-time work schedule

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- basis, i.e. attending the duties from 8:00 a.m. till 16:00.
- UNDP/UNDSS/PASM reserve the right to determine the individuals required for the services, to request for replacement of the individuals in case of unsatisfactory performance, to modify the number of required guards and telephone operator, modify the Terms of Reference of the services rendered by sub-contracted personnel and to modify the salaries to be paid to the personnel accordingly. Such modifications shall not be deemed a termination of this Agreement and its supplementary Contracts.
 - PASM with an approval of UNDP/UNDSS may, at any time, request in writing the withdrawal or replacement of any personnel of the Contractor assigned to perform work or services under this Contract. The Contractor shall, at its own cost and expense, withdraw or replace such personnel forthwith within one week to ten days period. A request for withdrawal or replacement of the Contractor's personnel shall not be deemed a termination of this Contract.
 - The Contractor is responsible for monitoring attendance and leaves of the personnel sub-contracted under this contract. Leaves of the personnel should be informed beforehand, in writing, to PASM. In such cases, the Contractor is expected to replace the person on leave of absence with someone for the temporary period.
 - Each personnel have the right to use sick leave for duration of maximum three days per year without presenting the medical documents, as per the labor law. During this period, the Contractor shall introduce a replacement for the personnel on sick leave within 1 day from the group of the guards who are on their off and do the payment to the replaced guard, along with his/her monthly salary, as per the PASM report. The Contractor shall provide UNDP with a separate invoice for the sick leave days of the related personnel. For the sick leaves over three days, it is the responsibility of the personnel to approach the Social Insurance Organization for reimbursement of their leave, based on the National Labour Law. The sick leaves of the reception guard shall be treated likewise.
 - The Contractor shall be solely responsible for all the relevant administrative and legal works with regards to the sub-contracts. The sub-contracts shall be duly awarded, using the letterhead of the Contractor, and according to the Terms of Reference provided by UNDP/UNDSS/PASM.
 - Contractor must ensure that all outsourced personnel have valid/updated contracts with the Contractor. The sub-contracts should be extended 15 days prior to their expirations. Postdated sub-contracts are not acceptable.
 - The duration of the sub-contracts should correspond with the duration of the professional service contracts awarded to the Contractor by UNDP under the LTA, however, to the extent possible should not be less than six months.
 - The monthly salaries of the guards shall be paid by the Contractor on the last day of each month. In case the last day of a month coincide with the public holiday, the salaries should be transferred to the bank account of the guards on the next working day. The Contractor



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should establish a mechanism to ensure that the salaries to be paid with no delay. UNDP will reimburse the Contractor upon submission of the invoice and documents certifying the completion of payment to ancillary personnel as per the Contract. The pay slip shall be handed over to the personnel, right after the payment.

- The Contractor shall pay the Salary of Iranian New year (Eidi), within five days after the payment of Bahman salary.
- The Contractor shall pay the last month of Iranian Year (Esfand), along with the annual salary and unused annual leaves, from 20th to 25th of Esfand. The balance of unused annual leaves will be calculated in the coming month of Farvardin, if required.
- The Contractor shall take all reasonable measures to ensure that the Contractor's personnel conform to the highest standards of moral and ethical conduct.
- The Contractor shall be fully responsible for all the work and services performed by its sub-contracted personnel, and shall for this purpose employ qualified, competent and well-trained staff to perform the services under the Contracts, featuring pre-deployment crime and drug screening.
- The Contractor shall be responsible for obtaining security clearance from local police authorities as well as receiving the result of drug tests of hired security guards once per year. A copy of the national identity card along with the photograph will also be provided to PASM for the record. The cost of the security clearance certificate and conducting the test shall be paid by the Contractor and will be reimbursed by UNDP upon receiving the original invoices along with the copy of the certificates.
- The information and records of the individuals, name, DoB, gender, residence address, military services, language and education, shall be submitted to the relevant UNDP/PASM upon request.
- UNDP shall not be liable for any action, omission, negligence or misconduct of the Contractor's employees, agents, servants, or sub-contractors nor for any insurance coverage which may be necessary or desirable for the purpose of this Agreement and its supplementary Contracts, nor for any costs, expenses or claims associated with any illness, injury, death or disability of the Contractor's employees, agents, servants, or sub-contractors performing work or services in connection with this contracts;
- The Contractor shall be knowledgeable of and comply with all the related Iranian labor and other local laws including social security, medical insurance, income tax laws and any other relevant rules and regulations. (Contractor must ensure that all entitlement of outsourced guards i.e. salaries, medical and social insurance, etc. are calculated and paid in accordance to the Iranian national labor law.)
- The Contractor shall provide and thereafter maintain all appropriate workmen's compensation and other liability insurance to cover its personnel, and sub-contractors performing work or services in connection with this Contract.
- The Contractor is responsible to renew the validity of the personnel's insurance notebooks

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within five days of receiving the notebooks.

- The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, UNDP, their 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, Contractor's employees or agents or sub-contractors in the performance of this Contract. This indemnification shall also extend to claims and liability in the nature of workmen's compensation claims.
- The Contractor is expected to assign sufficient number of qualified staff to adequately and accurately supervise the works and to administer the sub-contracts of the ancillary personnel. The required number of staff should be consulted with UNDP before being applied.
- The Contractor shall instruct assigned personnel to perform with uniform as appropriate to maintain proper image.
- The Contractor shall provide reports and invoices for UNDP/PASM as per their requirements vis-à-vis the content, template and time period.
- The Contractor shall introduce a focal point for UNDP/PASM for the purpose of smooth and efficient communication.
- The Contractor is expected to pay the salaries as per the detailed lists provided by UNDP.
- The Contractor shall not use the emblem of UN, and that of any of its affiliated agencies.
- Monthly list of salaries which are paid to the guards should be submitted to UNDP for review and verification. The bank transfers certificate(s) or any other document(s) which certifies the monthly salaries has been transferred to the account of the guards should be presented with the monthly invoices of the contractor which will be one of the prerequisites for the clearance of payment to the Contractor by UNDP.
- The monthly list of personnel which is delivered to the national insurance company shall be submitted to UNDP. It is the responsibility of the Contractor to ensure the social insurance submissions for the personnel is submitted to the national insurance company on monthly basis and based on their pay slips and according to national labor laws.
- In case the contractor has included the guards' insurance in the list of personnel of its central office or under any other contract, the address of the UNCP should be stipulated in the contract of the personnel as their place of work.
- The contractor should possess adequate financial capacity to process the salaries of personnel for two months without being reimbursed by UNDP, in case it happens for any reason.

b. Cleaning Services:

- The Contractor shall provide daily and regular cleaning and sanitation services to all UN offices located in the Common Premises. The UN Common Premises has been located in

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a seven-storey building (including ground floor and parking area).

Each floor (floor 1, 2, 3, 4 and 5) consists of four apartments, in total 576.3.m².

There are 20 personnel located in each floor as an average which are located in 10 offices

Totally, there are 23 toilets in the building.

The ground floor consists of a lobby (95 m²), a meeting room (145 m²), a cafeteria (135 m²) and five offices (226 .m² each).

The Parking area is 517.m².

The building is equipped with one elevator.

The building has a roof top with 576.3 m².

There are two yards in front and back of the building. The front yard is 78.30 m² and back yard is 201.49 m².

There is a staircase for seven floors which is 15.62 m² for each floor.

The building is equipped with metal escape stairs at the back of the building.

- The cleaning and sanitation services shall cover, among others, all the occupied and unoccupied offices, conference rooms, lobbies, corridors, staff workstations, common areas, the inside and outside of all partitions, kitchen cabinets, refrigerators, ceilings, toilet facilities, inside and outside of elevators, lighting fixtures, furniture, office equipment, glass windows, blinds, carpet floorings, pantries, parking area, roof and all other areas within the scope of the UN leased premises. Below is the list of required services from cleaners:

Category of Services	Items	Twice a day	Daily	Three times a week	Twice a week	Weekly	Twice a Month	Monthly
Office reception, lobby and workspace areas	Vacuuming daily debris from all floor areas (including tile)		X					
	Disinfectant mopping of all hard floor and tiled areas		X					
	Empty waste bins, wash as needed and add new liners		X					
	Standard glass cleaner to wipe down all glass areas		X					
	Damp-wipe hard surfaces with mild disinfectant		X					
	Polish brass and bright work		X					
	Clean walls and painted surfaces as needed	as needed						

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	Wipe down door handles, light switches and baseboards		X					
Kitchen and Wash rooms	Empty waste bins, wash as needed and add new liners	X						
	Disinfectant mopping and wipe down of all hard surfaces		X					
	Sanitize and clean all basins, toilets, doors and fixtures in washroom		X					
	Refill soap dispensers		X					
	In the event of dishwasher, load all dishes present in dishwasher and run		X					
	Wipe down all reflective surfaces including mirrors, brass and glass		X					
	Use spray disinfectant on the sides of all surfaces including toilets, doors, sinks and appliances		X					
Common areas	Polish and buff all hardwood surfaces including floors and conference tables					X		
	Squeegee glass windows inside and out (as practical)					X		
	Empty refrigerator of all employee brought food, clean and disinfect					X		
	Cleaning the walls, the bottoms and all the corners of the lift		X					
	Cleaning the corridors and the stairs			X				
	Cleaning the roof				X			
	Cleaning the yard and back yard				X			

	Cleaning all the windows and glasses of the offices				X			
	Cleaning UPS room					X		
	Empty and disinfect all trash receptacles, add new liners					X		
Others	Rubbing the floor of the parking area							X
	Vacuum all fabric chairs (clean as needed)							X
	Vacuum all vents							X
	Dust all high surfaces, working top to bottom							X
	Vacuum and deep clean surface areas							X

- The specific cleaning and sanitation works shall include, but will not be limited to, the following:
 - Sweeping of floors in both private and common spaces or areas,
 - vacuum or steam cleaning of carpets,
 - damp mopping,
 - dusting sills and ledges,
 - cleaning of doors and vertical surfaces,
 - picking up litter,
 - washing and/or spot cleaning of walls,
 - wiping up any and all spills on any surface, including sink and counters and inside the cabinets;
 - waste collection and disposal which takes into consideration segregation and recycling best practices;
 - monitoring the condition of the washrooms/toilets and making sure that they are at all times clean and not appalling to use by staff, guests, officers and officials of any rank,
 - assisting staff with any special requirements that may come up from time to time and responding to any emergencies which may arise.
- The Contractor shall provide from its own resources the necessary labor, industrial vacuum cleaner, industrial floor scrubber, cleaning equipment, and materials for daily upkeep and maintenance of the UN premises.
- The Contractor shall make effort to minimize the environmental impacts that arise during the cleaning operations; this includes, inter alia, consideration of water consumption and usage of cleaning chemicals. UNDP may from time to time provide feedback and guidance

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on environmental concerns and the Contractor shall make every effort to comply with the requirements.

- The Contractor shall ensure that all the cleaning machines which they provide, are operational, functional and effective 24 hours a day, seven days a week.
- Cleaning material: Provision of cleaning equipment and cleaning consumables such as garbage bags (in two colors for dry and wet garbage), combo mop buckets, floor mop and pads, brass wire brush, razor floor scraper, detergents & washing up liquids, hand scouring pads, cleaner disinfectant liquid and disinfectant wipes, window cleaning equipment, big trash can carrier;
- Provision of uniforms and a pair of safety shoes every 6 months and eligible benefits for Contractor's staff.
- Time Frame: from Saturday to Thursday except UN holidays.
- Current number of cleaners providing cleaning services to UNCP:
 - Full-time cleaners: 2 persons/ 6 working days per week
 - Part-time Cleaners 5 persons / 6 working days per week

This is represented just as an estimate for the bidders. The bidders are encouraged to propose the number of the cleaners (both full-time and part-time) based on the information of the building provided in this Terms of Reference and the submitted methodology. However, minimum two full-time cleaners are mandatory.
- The part time cleaning personnel should attend the duties from 15:00 each day till 19:00;
- During nationally declared holidays which are not considered UN Holidays, Contractor's Personnel deployed to the UN premises shall also report for work to render regular services.
- In exceptional cases where UNDP requires the services of the Contractor's Personnel, the latter shall be prepared to render overtime services, the cost of which shall be billed to the UNDP on the same month the services were rendered, and the invoice shall be submitted to UNCP PASM
- The Contractor shall therefore maintain a sufficient number of personnel, with regular assignment or on-call basis, for all of the abovementioned purposes.
- Regular daily inspections by UNCP's PASM should be successfully passed.
- The quality of cleaning services provided by the outsourced cleaners shall be regularly monitored by the Contractor. The Contractor shall conduct at least once a month adhoc visits to UNCP to monitor and ensure the services are being provided based on the highest standards and submit the quality-check checklist to UNDP PASM.
- Outsourced Cleaners will be assessed and supervised by UNCP PASM.
- Contractor shall submit monthly invoices to UNDP.

Duration of the Work:

The period of the Agreement is from 23 Sep 2019 to 21 August 2020. This Agreement is subject to extension up to maximum three years upon mutual agreement of both parties.

Under this Long-Term Agreement, UNDP on behalf of UNCP will conclude specific contractual arrangements with the Contractor.

Continuance of the Agreement, at any time, depends on UNCP/PASM satisfaction of Contractor's performance.

The UNDP on behalf of UNCP reserves the right to carry out market survey, at any time during the Agreement, and if more favourable and cost-effective services could be provided, the Contractor should make every effort to meet the requirements and expectations of UNDP.

Location of Work:

Contractor: office of the Contractor.

Outsourced personnel and cleaning personnel: UNCP located in Tehran/ Iran.

Qualifications of the Contractor at Various Levels:

Following are the minimum requirements for the organization selected as Contractor for this Agreement.

- The Contractor entity should be officially registered with Registration of Companies Department in Islamic Republic of Iran and shall have a formal office in Tehran;
- Relevance of mission and vision of the entity with the objectives of this Terms of Reference;
- The bidder should have been active in the field of human resource administration and management during the last seven years;
- Minimum five years of professional experience in the field of human resource administration and management;
- Minimum three years' successful experience in management of safety/security human resources;
- Minimum three years of experience in rendering satisfactory cleaning services to high-end premises, buildings, condominiums, apartments and offices in various business/financial districts;
- Average number of 50 subcontractors (employees) per year under administration of the organization during the last seven years;
- The Contractor shall have a well-established financial system for administration of sub-contracts (including bank accounts and registering system for payments). UNDP Iran

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reserves the right to request evidence on financial systems and records.

- Financially sound and stable, as evidenced by authentic financial statements for the past 5 years of operation. The financial statements of the bidder should demonstrate minimum annual turnover of 10 Billion Iranian Rial at least for three years during the past five years.
- Adequate financial capacity to be able to process the salaries of the personnel for two months without being reimbursed by UNDP;
- Operational capacity – Performance evaluation based on certification by minimum three clients including private sectors or governmental/international organizations and UN agencies or diplomatic missions, (recommendation letter from international organizations will be considered as an advantage);
- Experience of working with private sectors or government organizations, international companies, embassies and UN agencies;
- English competency for reporting and communication with UNDP;
- The organization shall be able to provide the services of a team of two individuals based in his office other than the managing director with the following credentials:
 1. Managing Director: with following qualifications:
 - Academic degree in management or finance;
 - Minimum of five years' experience in similar field is required.
 2. Finance Assistant: One individual with following qualifications:
 - Academic degree in finance/accounting;
 - Minimum three years of experience in financial management of human resources
 - Good knowledge of English is an advantage.
 3. Administrative Assistant: One individual with following qualifications:
 - High school diploma with experience sufficient to provide support and assistance in human resource administrative and local social security tasks;
 - University degree in related fields is a plus;
 - Minimum of three years' experience;
 - Good knowledge of English is an advantage.

If there is to be a change in the composition of the team members, UNDP shall be informed in writing.

The Contractor is requested to submit supporting documents on background, previous experiences and other qualifications of the appointed team.

Direct Supervision:

The task(s) will be performed under the direct supervision of UNDP and UNCP/PASM Iran.

Output/Deliverables:

- Submission of monthly invoices to UNDP – Iran – including all documents related to payment of outsourced personnel Social Security.
- Leave monitoring documents.

Remuneration/Payments:

The details of remuneration and payment terms are stipulated in Annex III of contract– breakdown of services, however, the below points should be noted:

- The budget breakdowns of services, attached as Annex III to this package, is just for the calculation of the total ceiling of the required services, however, the payment to the contractor will be based on the monthly reports on attendance of the personnel provided by PASM to the contractor;
- The child allowance figure included in the attached budget breakdown is the ceiling of the allowance with considering two children for the personnel. The payment of this item to the personnel and accordingly the invoice of the Contractor will be based on the actual number of children of each personnel.

Payment Verification:

- Monthly payments under Contract will be made upon verification of monthly reports and confirmation on satisfactory performance of Contractor and compliance with the Terms of Reference of the work.
- The contractor should submit the monthly list of salaries, bank transfers certificate(s) or any other document(s) certifying that the monthly salaries have been transferred to the account of the ancillary personnel, list of insurance submitted to the insurance company, copy of the pay slip of each ancillary personnel along with the original invoice for verification and payment.
- Each payment shall be made by UNDP in Iranian Rial within 30 days from receiving PASM verification to the bank account under the name of the contractor introduced through an official letter of notification of bank information and SHEBA identification number;

Attachments to the TOR:

Attachment 1: Terms of Reference of Security Guards

Attachment 2: Terms of Reference of Telephone Operator

Attachment 3: Qualifications and requirements for cleaners

UNDP reserves the right to modify/change the conditions in the TOR during the period of contract.

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Attachment 1 to Section 3 (Terms of Reference for Guards)-Guards

Recruitment and selection criteria for Guards:

Guards:

Security guard will undertake security responsibility of the compound under the overall directions of the PASM and will remain responsible for effective enforcement of security procedures related to access control (pedestrian and vehicles), detection and suppression of fire, deter any criminal act within the compound, protect all UN properties, prevent any forced entry, prevent any intrusion, patrolling of the compound and other related duties as required.

➤ **Qualifications and Experience:**

- **Education:** Secondary School with a relevant combination of academic qualifications and experience in security matters is desirable.
- **Work Experience:** Minimum 4 years of relevant security management experience or Military, Police and Civil Defense Department experience in related area. Experience in diplomatic security or commercial security management is desirable.
- In-depth knowledge of security management and risk management, including but not limited to access control, perimeter security and emergency/medical rescue procedures, preferably in a multi-national environment.
- Training and experience in Workplace Violence/Assault/Robbery Prevention and Physical Security planning is a plus.
- **Languages:** Apart from Farsi, Fluency in written and spoken English is an asset;
- Conversant with Microsoft office packages – Word, Excel and Power point and the ability to effectively use email and maintain other databases.

➤ **Recruitment and selection criteria:**

Security guards selection for deployment at UNCP should comply with following criteria:

- Employed and trained by Private Security Company.
- Possess police or military background.
- Have successfully completed mandatory security guard course, usually provided by local police, including defensive techniques and use of force.
- Trained and licensed for usage of Security Guard's equipment (baton, handcuffs, tear gas, electric shocker)
- Physically fit.
- Have negative drug test and no criminal record.
- Additional selection criteria for security guards should include but not be limited to the following:

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1. Good judgment and emotional stability.
2. Experience and demonstrated ability to retain composure under pressure.
3. Ability to maintain confidentiality and time management when under stress.
4. High standard of integrity, tact and close attention to details.
5. Excellent communication skills

➤ **Guards Trainings**

Security guards should be trained in the performance of their duties by PASM. Training guidelines to be provided by the DSS.

➤ **Other Requirements:**

- **Performance evaluation:** of all guards will be made by PASM and not the Contractor. Therefore in case of any disputes, PASM, on behalf of UNCP/UNDP will report to the Contractor in writing for further action. Any issue related to the administration of outsourced guards' should be reported by the Contractor to the attention of PASM and UNDP in writing.
- **Medical Check:** Contractor must carry out necessary annual medical checkups for all guards and provide medical clearances reports to PASM and UNDP.
- **Background Check:** Contractor must conduct educational background check of guards and provide reports to PASM and UNDP prior to their deployment in guard duties at the UNCP.

Important Note: UNDP on behalf of UNCP will reserve the right to add other related requirement/conditions for security guards recruitment.

Attachment 2 to Section 3 (Terms of Reference) - Telephone Operator

Recruitment and selection criteria for Telephone Operator:

Telephone Operator:

Telephone Operator will assist callers by answering incoming calls and directs them to related UN agencies, staff and units through the telephone console under the overall directions of the Premises Administrative & Security Manager (PASM) and will remain responsible for answering/directing the telephone lines of UN common Premises.

- **Qualifications and Experience:**
 - **Education:** High school graduate or equivalent.
 - **Work Experience:** Minimum 5 years of relevant work. Skills in answering phone calls under stressful conditions.
 - Related work experience in diplomatic missions and international organizations is desirable.
 - In-depth knowledge of centralized telephone systems. Skills in the operation of telephone equipment
 - **Languages:** Apart from Farsi, fluency in written and spoken English is required;
 - Conversant with Microsoft office packages – Word, Excel and Power point and the ability to effectively use email and maintain other databases.
- **Recruitment and selection criteria:** Telephone Operator selection for deployment at UNCP should comply with following criteria's:
 - Answers incoming calls.
 - Directs call to rooms, staff, or departments through the switchboard or PBX system.
 - Places outgoing calls.
 - Receives guest messages and deliver the same to the relevant parties.
 - Logs all call requests and performs the call services.
 - Understand the PBX switchboard operations.
 - Knows what action to take when an emergency call is received.
 - Monitors the telephone equipment and console.
 - Assists in reporting telephone equipment or service complaints and problems.
 - Trains or assists with training new telephone operators in performance of job duties.
 - To be fully aware of and adhere of health and safety, fire and bomb threat procedures.
 - Multitasking abilities will always come in handy, because a switchboard operator may be asked to do other jobs as well.

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- Must be polite and courteous while answering the phone.
- Update directory information on the relevant database.
- Following telephone etiquette.
- Additional selection criteria for the Telephone Operator should include but not be limited to the following:
 1. Good judgment and emotional stability.
 2. Experience and demonstrated ability to retain composure under pressure.
 3. Ability to maintain confidentiality and time management when under stress.
 4. High standard of integrity, tact and close attention to details.
 5. Excellent communication skills

➤ **Other Requirements:**

- **Performance evaluation:** of the telephone operator will be made by PASM and not the Contractor. Therefore in case of any disputes, PASM, on behalf of UNDP will report to the Contractor in writing for further action. Any issue related to the administration of outsourced Telephone Operator' should be reported by the Contractor to the attention of PASM and UNDP in writing.
- **Medical Check:** Contractor must carry out necessary annual medical checkups for the Telephone Operator and provide medical clearances reports to PASM and UNDP.
- **Background Check:** Contractor must conduct educational background check of the Telephone Operator and provide reports to PASM and UNDP prior to their deployment in switchboard room at the UNCP.

Important Note: UNDP on behalf of UNCP will reserve the right to add other related requirement/conditions for Telephone Operator recruitment.



Attachment 3 to Section 3 (Terms of Reference) - Cleaners

Minimum required qualifications for cleaners:

- Completion of elementary level education;
- Skilled and experienced in delivering high quality maintenance services complying to the utmost standards of high-end premises, buildings, condominium, apartments and offices;
- Knowledgeable in, and has basic sense of, aesthetics;
- Client-service oriented and client satisfaction conscious;
- sufficient trustworthiness to be allowed access to offices of the highest UN officials and even the most sensitive areas of the UN premises;
- Physically and mentally fit to efficiently and effectively perform the daily services required; and of utmost integrity, outstanding moral character, emotionally stable, and ethical in their behaviour at all times.
- Experience in servicing international and diplomatic organizations definitely an advantage, but not required.

Safety and security:

The outsourced personnel will be working in the UN Common Premises for the cleaning of the office space. The Contractor will have to provide security clearance/character certificate from local police authorities of all staff selected to deliver services at the UNCP. A copy of the National Identity Card along with the photograph will also be provided to PASM for the record.

The Contractor shall fully recognize that non-compliance or violation of any of the above requirements and standards during the Contractor's engagement with the UNDP may result to request for replacement of personnel or termination of the Contract.

Section 5.b

Terms of Reference (TOR)

Ancillary and Cleaning Services for United Nations Office on Drugs and Crime

Background:

UNODC Iran along with two other UN agencies is residing in the United Nations Office on Drugs and Crime (UNODC) building located in Tehran.

The purpose of this Terms of Reference is to establish a Long-Term Agreement (LTA) with an organization-hereinafter referred to as the 'Contractor'- for provision and administration of ancillary and cleaning services by the Contractor to UNODC building, pursuant to which United Nations Development Programme (UNDP) on behalf of UNODC can conclude specific contractual arrangements with the Contractor.

The LTA will include Ancillary Services for administration and when necessary recruitment of UNODC outsourced staff such as security guards, driver, tea-lady and the cleaners to the highest industry standards for UNODC building located in Tehran- Iran.

Scope of Agreement:

The Agreement will include:

a. To administer and recruit the required human resources when requested by UNODC building located in Tehran/Iran:

The Contractor is expected to apply the fix rate/percentage of administration fee to the costs of administration and recruitment of the outsourced personnel as per the figures provided by UNDP on behalf of UNODC. The Contractor will be responsible for recruiting when asked and administration of the following outsourced staff as per Iranian labor law.

Position	Number
Security Guards	3
Driver	1
Tea-lady	1
Total approximate number of outsourced personnel	5

Note: Terms of Reference of the outsource personnel is an integral part of this document and attached for reference.

b. To provide cleaning services to the highest industry standards for UNODC premises located in Tehran- Iran:

This Agreement is to ensure that the UNODC is well kept, clean, sanitized, and free from any unpleasant odor at all times, presentable to local or international guests of any rank or status at any given time; and constantly exuding a decent and respectable image.

Responsibilities of Contractor:

Ancillary Services:

- The Contractor shall provide Ancillary Services for UNODC premises as estimated in the list under The Scope of this Terms of Reference.
- UNODC will provide the Contractor with the Terms of Reference for the services required.
- The Contractor is responsible for proposing candidates for each service. However, the appointment of the proposed candidates is subject to official approval of UNODC.
- All guards, driver and the tea-lady recruited by the Contractor are under direct supervision of the Contractor, with UNODC supervising the trend of work and requesting the Contractor for corrective measures or replacement of the assigned outsourced personnel.
- The contract of the security guards shall be awarded on rotating shift-basis to have the services all 24 hours each day of the week (24/7).
- The contract of the Tea lady and driver shall be awarded on full day working hours, as per National Labor Law.
- UNODC reserves the right to determine the individuals required for the services, to request for replacement of the individuals in case of unsatisfactory performance, to modify the number of required outsourced personnel, to modify the Terms of Reference of the services rendered by sub-contracted personnel, and to modify the salaries accordingly. Such modifications shall not be deemed a termination of this Agreement and its supplementary Contracts.
- UNODC may, at any time, request in writing the withdrawal or replacement of any personnel of the Contractor assigned to perform work or services under this Contract. The Contractor shall, at its own cost and expense, withdraw or replace such personnel forthwith within one week to ten days period. A request for withdrawal or replacement of the Contractor's personnel shall not be deemed a termination of this Contract.



- The Contractor is responsible for monitoring attendance and leaves of the personnel sub-contracted under this contract. Leaves of the personnel should be informed by the Contractor to the UNODC beforehand, in writing. In such cases, the Contractor is expected to replace the person on leave of absence with someone for the temporary period.
- Each personnel have the right to use sick leave for duration of maximum three days per year without presenting the medical documents, as per the labor law. During this period, the Contractor shall introduce a replacement for the personnel on sick leave within 1 day from receiving the notice from UNODC. The Contractor shall provide UNODC with a separate invoice for the sick leave days of the related personnel. For the sick leaves over three days, it is the responsibility of the personnel to approach the Social Insurance Organization for reimbursement of their leave, based on the National Labour Law.
- The Contractor shall be solely responsible for all the relevant administrative and legal works with regards to the sub-contracts. The sub-contracts shall be duly awarded, using the letterhead of the Contractor, and according to the Terms of Reference provided by UNODC.
- Contractor must ensure that all outsourced personnel have valid/updated contracts with the Contractor. The sub-contracts should be extended 15 days prior to their expirations. Postdated sub-contracts are not acceptable.
- The duration of the sub-contracts should correspond with the duration of the professional service contracts awarded to the Contractor by UNDP on behalf of UNODC under the LTA, however, to the extent possible should not be less than six months.
- The monthly salaries of the outsourced personnel shall be paid by the Contractor on the last day of each month. In case the last day of a month coincide with the public holiday, the salaries should be transferred to the bank account of the outsourced personnel on the next working day. The Contractor should establish a mechanism to ensure that the salaries to be paid with no delay. UNDP on behalf of UNODC will reimburse the Contractor upon submission of the invoice and documents certifying the completion of payment to outsourced personnel as per the Contract. The pay slip shall be handed over to the personnel, right after the payment.
- The Contractor shall pay the Salary of Iranian New year (Eidi), within five days after the payment of Bahman salary.
- The Contractor shall pay the last month of Iranian Year (Esfand), along with the annual salary and unused annual leaves, from 20th to 25th of Esfand. The balance of unused annual leaves will be calculated in the coming month of Farvardin, if required.
- The Contractor shall take all reasonable measures to ensure that the Contractor's personnel conform to the highest standards of moral and ethical conduct.
- The Contractor shall be fully responsible for all the work and services performed by its sub-contracted personnel, and shall for this purpose employ qualified, competent and



- well-trained staff to perform the services under the Contracts, featuring pre-deployment crime and drug screening.
- The Contractor shall be responsible for obtaining security clearance from local police authorities as well as receiving the result of drug tests of hired security guards once per year. A copy of the national identity card along with the photograph will also be provided to UNODC for the record. The cost of the security clearance certificate and conducting the test shall be paid by the Contractor and will be reimbursed by UNDP on behalf of UNODC upon receiving the original invoices along with the copy of the certificates by UNODC.
 - The information and records of the individuals, name, DoB, gender, residence address, military services, language and education, shall be submitted to UNODC upon request.
 - UNODC shall not be liable for any action, omission, negligence or misconduct of the Contractor's employees, agents, servants, or sub-Contractors nor for any insurance coverage which may be necessary or desirable for the purpose of this Agreement and its supplementary Contracts, nor for any costs, expenses or claims associated with any illness, injury, death or disability of the Contractor's employees, agents, servants, or sub-Contractors performing work or services in connection with this contracts;
 - The Contractor shall be knowledgeable of and comply with all the related Iranian labor and other local laws including social security, medical insurance, income tax laws and any other relevant rules and regulations. (Contractor must ensure that all entitlement of outsourced personnel i.e. salaries, medical and social insurance, etc. are calculated and paid in accordance to the Iranian national labor law.)
 - The Contractor shall provide and thereafter maintain all appropriate workmen's compensation and other liability insurance to cover its personnel, and sub-Contractors performing work or services in connection with this Contract.
 - The Contractor is responsible to renew the validity of the personnel's insurance notebooks within five days of receiving the notebooks.
 - The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, UNODC, their 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, Contractor's employees or agents or sub-Contractors in the performance of this Contract. This indemnification shall also extend to claims and liability in the nature of workmen's compensation claims.
 - The Contractor is expected to assign a supervisor to adequately and accurately supervise the quality of the work performed by the ancillary personnel. The supervisor is expected to report to UNODC building once a week and present a written report to UNODC.
 - The Contractor shall provide the tea lady with uniforms, safety shoes suitable for implementing tasks as well as instruct her to perform with uniform as appropriate to maintain proper image. The Contractor will remain responsible for supplying the tea lady

- with required uniform and safety shoes twice per year.
- The Contractor is expected to pay the salaries as per the detailed lists provided by UNODC.
 - The Contractor shall introduce a focal point for UNODC for the purpose of smooth and efficient communication.
 - The Contractor is expected to pay the salaries as per the detailed lists provided by UNODC.
 - The Contractor shall not use the emblem of UNODC and/or UN and that of any of its affiliated agencies.
 - Monthly list of salaries which are paid to the outsourced personnel should be submitted to UNODC for review and verification. The bank transfers certificate(s) or any other document(s) which certifies the monthly salaries has been transferred to the account of the personnel should be presented with the monthly invoices of the contractor which will be one of the prerequisites for the clearance of payment to the Contractor by UNODC.
 - The monthly list of personnel which is delivered to the national insurance company shall be submitted to UNODC. It is the responsibility of the Contractor to ensure the social insurance submissions for the personnel is submitted to the national insurance company on monthly basis and based on their pay slips and according to national labor laws.
 - In case the contractor has included the guards' insurance in the list of personnel of its central office or under any other contract, the address of the UNODC should be stipulated in the contract of the personnel as their place of work.
 - The contractor should possess adequate financial capacity to process the salaries of personnel for two months without being reimbursed by UNODC, in case it happens for any reason.

Cleaning Services:

- The Contractor shall provide daily and regular cleaning and sanitation services to all UN offices located in the UNODC Premises. The UNODC Premises has been located in a six-story building plus ground floor and parking area.
Floors 1 to 3 consist of two apartments of 103.75 m² in each floor.
Floors 4 to 6 consist of one apartments of 204.5 m² in each floor.
There are 5 personnel located in each floor as an average.
The ground floor consists of a lobby (110 m²), a meeting room (101.5 m²),
The Parking area, storage rooms and furnace room are 255.5 m² altogether.
The building is equipped with one elevator.
The building has 21 bathrooms.
The building has a roof top with 204.5 m².

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There is one yard at the back of the building. Back yard is 51.25 m².

The total store case space for all six floors is 123.5 m².

- The cleaning and sanitation services shall cover, among others, all the occupied and unoccupied offices, conference rooms, lobbies, corridors, staff workstations, bookshelves, common areas, the inside and outside of all partitions, kitchen cabinets, refrigerators, toilet facilities, inside and outside of elevators, lighting fixtures, furniture, office equipment, glass windows, blinds, carpet floorings, pantries, parking area, roof and all other areas within the scope of the UN leased premises. Below is the list of required services from cleaners:

Category of Services	Item	Twice a day	Daily	Three times a week	Twice a week	Weekly	Twice a Month	Monthly
Office reception and lobby	Vacuuming debris from all floor areas (including tile)				X			
	Disinfectant mopping of all hard floor and tiled areas		X					
	Empty waste bins, wash as needed and add new liners		X					
	Standard glass cleaner to wipe down all glass areas						X	
	Damp-wipe hard surfaces with mild disinfectant			X				
	Polish brass and bright work							X
	Clean walls and painted surfaces as needed							X
	Wipe down door handles, light switches and baseboards				X			

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Workspace areas	Vacuuming daily debris from all floor areas (including tile)					X		
	Disinfectant mopping of all hard floor and tiled areas		X					
	Empty waste bins, wash as needed and add new liners		X					
	Standard glass cleaner to wipe down all glass areas						X	
	Damp-wipe hard surfaces with mild disinfectant				X			
	Polish brass and bright work							X
	Clean walls and painted surfaces as needed							X
	Wipe down door handles, light switches and baseboards				X			
Kitchen	Empty waste bins, wash as needed and add new liners		X					
	Disinfectant mopping and wipe down of all hard surfaces		X					
	Refill soap dispensers			X				
	Wipe down all reflective surfaces including mirrors, brass and glass						X	

bathrooms	Empty waste bins, wash as needed and add new liners		X					
	Disinfectant mopping and wipe down of all hard surfaces		X					
	Sanitize and clean all basins, toilets, doors and fixtures in bathroom		X					
	Refill soap dispensers			X				
	Wipe down all reflective surfaces including mirrors, brass and glass			X				
	Use spray disinfectant on the sides of all surfaces including toilets, doors, sinks and appliances				X			
Common Areas (spaces other than workspace, kitchen and lobby)	Polish and buff all hardwood surfaces including floors and conference tables						X	
	Mopping and damp-wiping of chairs and tables of conference rooms				X			
	Squeegee glass windows inside and out (as practical)						X	
	Cleaning the walls, the bottoms and all the corners of the lift					X		

	Cleaning the corridors and the Stairs					X		
	Cleaning the roof					X		
	Cleaning the yard and back yard				X			
	Cleaning all the windows and glasses of the offices						X	
	Cleaning UPS room					X		
	Empty and disinfect all trash receptacles, add new liners					X		
Others	Rubbing the floor of the parking area							X
	Vacuum all fabric chairs (clean as needed)							X
	Vacuum all vents							X
	Dust all high surfaces, working top to bottom							X
	Vacuum and deep clean surface areas							X

- The specific cleaning and sanitation works shall include, but will not be limited to, the following:
 - Sweeping of floors in both private and common spaces or areas,
 - vacuum or steam cleaning of carpets,
 - damp mopping,
 - dusting sills and ledges,
 - cleaning of doors and vertical surfaces,
 - picking up litter,
 - washing and/or spot cleaning of walls,



- wiping up any and all spills on any surface, including sink and counters and inside the cabinets;
 - waste collection and disposal which takes into consideration segregation and recycling best practices;
 - monitoring the condition of the washrooms/toilets and making sure that they are at all times clean and not appalling to use by staff, guests, officers and officials of any rank;
 - assisting staff with any special requirements that may come up from time to time, and responding to any emergencies which may arise.
- The Contractor shall provide from its own resources the necessary industrial vacuum cleaner, industrial floor scrubber, cleaning equipment, and materials for daily upkeep and maintenance of UNODC building.
- The contractor shall make effort to minimize the environmental impacts that arise during the cleaning operations; this includes, inter alia, consideration of water consumption and usage of cleaning chemicals. UNODC may from time to time provide feedback and guidance on environmental concerns and the Contractor shall make every effort to comply with the requirements.
- The Contractor shall ensure that all the cleaning machines which they provide, are operational, functional and effective 24 hours a day, seven days a week.
- Cleaning material: Provision of cleaning equipment and cleaning consumables such as garbage bags (in two colors for dry and wet garbage), combo mop buckets, floor mop and pads, brass wire brush, razor floor scraper, detergents & washing up liquids, hand scouring pads, cleaner disinfectant liquid and disinfectant wipes, window cleaning equipment, big trash can carrier;
- Time Frame: from Sunday to Thursday except UN holidays.
- The proposed required number of cleaners providing cleaning services to UNODC building based on the past experience is:
 - Full-time cleaners: 2 persons/ 5 working days per week
 - Part-time Cleaners 1 person / 5 working days per week
- The part time cleaning personnel should attend the duties from 15:00 each day till 19:00.
- The Contractor shall provide uniforms and a pair of safety shoes every 6 months for all cleaners.
- The Contractor shall provide reports and invoices for UNODC as per their requirements vis-à-vis the content, template and time period.
- The Contractor shall introduce a focal point for UNODC for the purpose of smooth and efficient communication.

Working hours:

- Driver, Tea-lady and cleaners: from Sunday to Thursday except UN holidays
Guards: 24 hours rotational turns
- During nationally declared holidays which are not considered UN Holidays, Contractor's Personnel deployed to the UNODC shall also report for work to render regular services.
- In exceptional cases where UNODC requires the services of the Contractor's Personnel, the latter shall be prepared to render overtime services, the cost of which shall be billed to the UNODC on the same month the services were rendered and the invoice shall be submitted to UNODC.
- In exceptional cases where UNODC requires human resources for moving office equipment, the Contractor shall provide the required personnel and provide UNODC with the invoice later.
- The Contractor shall therefore maintain a sufficient number of personnel, with regular assignment. or on-call basis, for all of the abovementioned purposes.

Duration of the Work:

The period of the Agreement is expected to be from 23 September 2019 to 22 September 2020.

Under this Long-Term Agreement, UNDP on behalf of UNODC will conclude specific contractual arrangements with the Contractor. This Agreement is subject to extension up to maximum three years upon mutual agreement of both parties.

Continuance of the Agreement, at any time, depends on UNODC satisfaction of Contractor's performance.

The UNDP on behalf of UNODC reserves the right and/or upon the request from UNODC to carry out market survey, at any time during the Agreement, and if more favourable and cost-effective services could be provided, the Contractor should make every effort to meet the requirements and expectations of UNODC.

Location of Work:

Outsourced personnel and cleaning personnel: UNODC Premises: No. 2, Behesht Dead End, Eram Alley, Vank Street, Vanak Square, Tehran, Postal Code: 19947-15311,Iran

Qualifications of the Contractor at Various Levels:

Following are the minimum requirements for the organization selected as Contractor for this Agreement.

- The Contractor entity should be officially registered with Registration of Companies Department in Islamic Republic of Iran and shall have a formal office in Tehran;
- Relevance of mission and vision of the entity with the objectives of this Terms of Reference;
- The bidder should have been active in the field of human resource administration and management during the last seven years;
- Minimum five years of professional experience in the field of human resource administration and management;
- Minimum three years' successful experience in management of safety/security human resources;
- Minimum three years of experience in rendering satisfactory cleaning services to high-end premises, buildings, condominiums, apartments and offices in various business/financial districts;
- Average number of 50 subcontractors (employees) per year under administration of the organization during the last seven years;
- The Contractor shall have a well-established financial system for administration of sub-contracts (including bank accounts and registering system for payments). UNDP Iran reserves the right to request evidence on financial systems and records.
- Financially sound and stable, as evidenced by authentic financial statements for the past 5 years of operation. The financial statements of the bidder should demonstrate minimum annual turnover of 10 Billion Iranian Rial at least for three years during the past five years.
- Adequate financial capacity to be able to process the salaries of the personnel for two months without being reimbursed by UNDP or UNODC;
- Operational capacity – Performance evaluation based on certification by minimum three client including private sectors or governmental/international organizations and UN agencies or diplomatic missions, (recommendation letter from international organizations will be considered as an advantage);
- Experience of working with private sectors or government organizations, international companies, embassies and UN agencies;
- English competency for reporting and communication with UNDP and UNODC will be an advantage;

- The organization shall be able to provide the services of a team of two individuals based in his office other than the managing director with the following credentials:
 - 4. Managing Director: with following qualifications:
 - Academic degree in management or finance;
 - Minimum of five years' experience in similar field is required.
 - 5. Finance Assistant: One individual with following qualifications:
 - Academic degree in finance/accounting;
 - Minimum three years of experience in financial management of human resources
 - Good knowledge of English is an advantage.
 - 6. Administrative Assistant: One individual with following qualifications:
 - High school diploma with experience sufficient to provide support and assistance in human resource administrative and local social security tasks;
 - University degree in related fields is a plus;
 - Minimum of three years' experience;
 - Good knowledge of English is an advantage.

If there is to be a change in the composition of the team members, UNODC shall be informed in writing.

The Contractor is requested to submit supporting documents on background, previous experiences and other qualifications of the appointed team.

Direct Supervision:

The task(s) will be performed under direct supervision of the Contractor, with UNODC supervising the trend of work and requesting the Contractor for corrective measures or replacement of the assigned outsourced personnel.

Output/Deliverables:

- Contractor shall submit monthly invoices to UNODC.
- Submission of monthly invoices to UNODC Iran including all documents related to payment of outsourced personnel salaries and Social Security.
- Leave monitoring documents.

Remuneration/Payments:

The details of remuneration and payment terms are stipulated in Annex III of contract-breakdown of services, however, the below points should be noted:

- The budget breakdowns of services, attached as Annex III to this package, is just for the calculation of the total ceiling of the required services, however, the payment to the contractor will be based on the monthly reports on attendance of the personnel provided by UNODC to the contractor;
- The child allowance figure included in the attached budget breakdown is the ceiling of the allowance with considering two children for the personnel. The payment of this item to the personnel and accordingly the invoice of the Contractor will be based on the actual number of children of each personnel.

Payment Verification:

- Monthly payments under Contract will be made upon verification of monthly reports and confirmation on satisfactory performance of Contractor and compliance with the Terms of Reference of the work.
- All payments will be made by UNDP on behalf of UNODC directly to the Contractor in Iranian Rial upon payments of salaries by the Contractor and provision of monthly invoices and submission of social securities of outsourced personnel.

Annexes to the TOR:

Attachment 1: Terms of Reference of Security Guards

Attachment 2: Terms of Reference of Driver.

Attachment 3: Terms of Reference of Tea-Lady

Attachment 4: Qualifications and requirements for cleaners

UNODC reserves the right to modify/change the conditions in the TOR during the period of contract.

Attachment 1 to Section 3 (Terms of Reference for Guards)-Guards

Recruitment and selection criteria for Guards:

Guard:

Security guard will undertake security responsibility of the compound under the overall directions of the UNODC and will remain responsible for effective enforcement of security procedures related to access control (pedestrian and vehicles), detection and suppression of fire, deter any criminal act within the compound, protect all UN properties, prevent any forced entry, prevent any intrusion, patrolling of the compound and other related duties as required.

➤ **Qualifications and Experience:**

- **Education:** Secondary School with a relevant combination of academic qualifications and experience in security matters is desirable.
- **Work Experience:** Minimum 4 years of relevant security management experience or Military, Police and Civil Defense Department experience in related area. Experience in diplomatic security or commercial security management is desirable.
- In-depth knowledge of security management and risk management, including but not limited to access control, perimeter security and emergency/medical rescue procedures, preferably in a multi-national environment.
- Training and experience in Workplace Violence/Assault/Robbery Prevention and Physical Security planning is a plus.
- **Languages:** Apart from Farsi, Fluency in written and spoken English is an asset;

➤ **Recruitment and selection criteria:** Security guards selection for deployment at UNODC should comply with following criteria's:

- Employed and trained by Private Security Company.
- Possess police or military background.
- Have successfully completed mandatory security guard course, usually provided by local police, including defensive techniques and use of force.
- Trained and licensed for usage of Security Guard's equipment (baton, handcuffs, tear gas, electric shocker)
- Physically fit.
- Have negative drug test and no criminal record.
- Additional selection criteria for security guards should include but not be limited to the following:
 6. Good judgment and emotional stability.
 7. Experience and demonstrated ability to retain composure under pressure.

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8. Ability to maintain confidentiality and time management when under stress.
9. High standard of integrity, tact and close attention to details.
10. Excellent communication skills

➤ **Guards Trainings**

Security guards should be trained in the performance of their duties by UNODC. Training guidelines to be provided by the UNDSS.

➤ **Other Requirements:**

- **Performance evaluation:** of all guards will be made by UNODC and not the contractor. Therefore in case of any disputes, UNDP, on behalf of UNODC will report to the contractor in writing for further action. Any issue related to the administration of outsourced guards' should be reported by the Contractor to the attention of UNODC in writing.
- **Medical Check:** Contractor must carry out necessary annual medical checkups for all guards and provide medical clearances reports to UNODC.
- **Background Check:** Contractor must conduct educational background check of guards and provide reports to UNODC prior to their deployment in guard duties at the UNODC.

Important Note: UNDP on behalf of UNODC will reserve the right to add other related requirement/conditions for security guards recruitment.

Attachment 2 to Section 3 (Terms of Reference) - Driver

Recruitment and selection criteria for Driver:

Driver:

Under the guidance and supervision of the Deputy Representative/Operations Unit, the Senior Driver provides reliable and safe driving services to UNODC Representative, operations and programme staff in the CO, Consultants and Experts and UN staff and other high-ranking UN officials , visitors and ensuring highest standards of discretion and integrity, sense of responsibility, excellent knowledge of protocol and security issues.

- **Qualifications and Experience:**

Primary Education, driver's license, knowledge of driving rules and regulations and chauffeur courtesies, skills in minor vehicle repairing, initiative and maximum discretion, English speaking, knowledge of UN/diplomatic and Iranian relevant rules and regulations for driving an official vehicle

- **Recruitment and selection criteria:** Driver selection for deployment at UNODC should comply with following criteria's:
 - Ensures provision of reliable and safe driving services by a) driving office vehicles for the transport of UNODC Representative, other high-ranking officials and visitors and delivery and collection of mail, documents and other items, and b) meeting official personnel and visitors at the airport including visa and customs formalities arrangement when required.
 - Ensures cost-savings through proper use of vehicle through accurate maintenance of daily vehicle logs, provision of inputs to preparation of the vehicle maintenance plans and reports.
 - Ensures proper day-to-day maintenance of the assigned vehicle through timely minor repairs, arrangements for major repairs, timely changes of oil, check of tires, brakes, car washing, etc.
 - Ensures availability of all the required documents/supplies including vehicle insurance, vehicle logs, office directory, map of the city/country, first aid kit, and necessary spare parts in the assigned vehicle.
 - Ensures that all immediate actions required by rules and regulations are taken in case of involvement in accidents.



Additional selection criteria for the Driver should include but not be limited to the following:

6. Good judgment and emotional stability.
7. Experience and demonstrated ability to retain composure under pressure.
8. Ability to maintain confidentiality and time management when under stress.
9. High standard of integrity, tact and close attention to details.
10. Excellent communication skills

➤ **Other Requirements:**

- **Performance evaluation:** of the Driver will be made by UNODC and not the contractor. Therefore in case of any disputes, UNDP, on behalf of UNODC will report to the contractor in writing for further action. Any issue related to the administration of outsourced Driver should be reported by the Contractor to the attention of UNODC and UNDP in writing.
- **Medical Check:** Contractor must carry out necessary annual medical checkups for the Driver and provide medical clearances reports to UNODC and UNDP.
- **Background Check:** Contractor must conduct educational background check of the Driver and provide reports to UNODC and UNDP prior to their deployment.

Important Note: UNDP on behalf of UNODC will reserve the right to add other related requirement/conditions for Driver recruitment.



Attachment 3 to Section 3 (Terms of Reference) – Tea Lady

Minimum required qualifications for cleaners:

- Completion of elementary level education;
- Skilled and experienced in delivering high quality maintenance services complying to the utmost standards of high-end premises, buildings, condominium, apartments and offices;
- Knowledgeable in, and has basic sense of, aesthetics;
- Client-service oriented and client satisfaction conscious;
- sufficient trustworthiness to be allowed access to offices of the highest UN officials and even the most sensitive areas of the UNODC;
- Physically and mentally fit to efficiently and effectively perform the daily services required; and of utmost integrity, outstanding moral character, emotionally stable, and ethical in their behaviour at all times.
- Experience in servicing international and diplomatic organizations definitely an advantage, but not required.

Safety and security:

The outsourced personnel will be working in the UNODC for the cleaning of the office space. The contractor will have to provide security clearance/character certificate from local police authorities of all staff selected to deliver services at the UNODC. A copy of the National Identity Card along with the photograph will also be provided to UNODC for the record.

The Contractor shall fully recognize that non-compliance or violation of any of the above requirements and standards during the Contractor's engagement with the UNDP may result to request for replacement of personnel or termination of the Contract.



Attachment 4 to Section 3 (Terms of Reference) - Cleaners

Minimum required qualifications for cleaners:

- Completion of elementary level education;
- Skilled and experienced in delivering high quality maintenance services complying to the utmost standards of high-end premises, buildings, condominium, apartments and offices;
- Knowledgeable in, and has basic sense of, aesthetics;
- Client-service oriented and client satisfaction conscious;
- sufficient trustworthiness to be allowed access to offices of the highest UN officials and even the most sensitive areas of the UNODC;
- Physically and mentally fit to efficiently and effectively perform the daily services required; and of utmost integrity, outstanding moral character, emotionally stable, and ethical in their behaviour at all times.
- Experience in servicing international and diplomatic organizations definitely an advantage, but not required.

Safety and security:

The outsourced personnel will be working in the UNODC for the cleaning of the office space. The contractor will have to provide security clearance/character certificate from local police authorities of all staff selected to deliver services at the UNODC. A copy of the National Identity Card along with the photograph will also be provided to UNODC for the record.

The Contractor shall fully recognize that non-compliance or violation of any of the above requirements and standards during the Contractor's engagement with the UNDP may result to request for replacement of personnel or termination of the Contract.

Section 6: Returnable Bidding Forms / Checklist

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

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

Technical Proposal Envelope:

Have you duly completed all the Returnable Bidding Forms?	
▪ Form A: Technical Proposal Submission Form	<input type="checkbox"/>
▪ Form B: Bidder Information Form	<input type="checkbox"/>
▪ Form C: Joint Venture/Consortium/ Association Information Form	<input type="checkbox"/>
▪ Form D: Qualification Form	<input type="checkbox"/>
▪ Form E: Format of Technical Proposal	<input type="checkbox"/>
Have you provided the required documents to establish compliance with the evaluation criteria in Section 4?	<input type="checkbox"/>

Financial Proposal Envelope

(Must be submitted in a separate sealed envelope/password protected email)

▪ Form F: Financial Proposal Submission Form	<input type="checkbox"/>
▪ Form G: Financial Proposal Form	<input type="checkbox"/>

Form A: Technical Proposal Submission Form

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
RFP reference:	RFP/2019/01		

We, the undersigned, offer to provide services for provision and Administration of ancillary and cleaning services to United Nations Common Premises and United Nations Office on Drug and Crime located in Tehran in accordance with your Request for Proposal No. RFP/2019/01 and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal and our Financial Proposal sealed under a separate envelope.

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 post-employment 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 Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification and/or sanctioning by the UNDP.

We offer to provide services in conformity with the Bidding documents, including the UNDP General Conditions of Contract and in accordance with the Terms of Reference.

Our Proposal shall be valid and remain binding upon us for the period of time specified in the Bid Data Sheet. We understand and recognize that you are not bound to accept any Proposal you receive.


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

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?	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, [insert UGNM vendor number]
Are you a UNDP vendor?	<input type="checkbox"/> Yes <input type="checkbox"/> 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 have a written Statement of its Environmental Policy? (If yes, provide a Copy)	[Complete]
Contact person UNDP may contact for requests for clarification during Proposal evaluation	Name and Title: [Complete] Telephone numbers: [Complete] Email: [Complete]
Please attach the following documents:	<ul style="list-style-type: none"> ▪ Company Profile, which should not exceed fifteen (15) pages, including printed brochures and product catalogues relevant to the goods/services being procured ▪ Certificate of Incorporation/ Business Registration ▪ Statute of the organization ▪ Members of the Governing Board and their Designations duly certified by the Corporate Secretary, or its equivalent document if Bidder is not a corporation ▪ List of Shareholders and Other Entities Financially Interested in the Firm owning 5% or more of the stocks and other interests, or its equivalent if Bidder is not a corporation ▪ Tax Registration/Payment Certificate issued by the Internal Revenue Authority, or Latest Audited Financial Statement (consolidated balance sheet, Profit & Loss and Cash Flow Statements) including Auditor's Report for the past five years; ▪ Local Government permit to locate and operate in assignment location, if applicable ▪ Official Letter of Appointment as local representative, if Bidder is submitting a Bid on behalf of an entity located outside the country

- 
- Statement of Satisfactory Performance from the top three clients in terms of Contract Value during the past five years including private sectors or governmental/international organizations and UN agencies or diplomatic missions, (recommendation letter from international organizations will be considered as an advantage);
 - List of all major similar contracts during the last 15 years
 - C.V.s of General Director, Administration and Finance individuals who will be assigned for the work of this project
 - Completed Section 6 of this RFP package named "Returnable Bidding Forms/Checklists"

Form C: Joint Venture/Consortium/Association Information Form

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
RFP reference:	RFP/2018/04		

To be completed and returned with your Proposal if the Proposal 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 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 RFP 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 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 **OR** ☐ 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.

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

Form D: Qualification Form

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
RFP reference:	RFP/2019/01		

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

Historical Contract Non-Performance

<input type="checkbox"/> Contract non-performance did not occur for the last 3 years			
<input type="checkbox"/> Contract(s) not performed for 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)

<input type="checkbox"/> No litigation history for the last 3 years			
<input type="checkbox"/> Litigation History as indicated below			
Year of dispute	Amount in dispute (in US\$)	Contract Identification	Total Contract Amount (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 15 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 in IRR	Start Date of Contract	End Date of Contract	Number of personnel/sub-contracts administered	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	USD
	Year	USD
	Year	USD
Latest Credit Rating (if any), indicate the source		

Financial information (in US\$ equivalent)	Historic information for the last 3 years		
	Year 1	Year 2	Year 3
	<i>Information from Balance Sheet</i>		
Total Assets (TA)			
Total Liabilities (TL)			
Current Assets (CA)			
Current Liabilities (CL)			
	<i>Information from Income Statement</i>		
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 three years (during the last five 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.

If the company has not been audited during the last five years, Tax Registration/Payment Certificate issued by the Internal Revenue Authority for at least three years during the last five years shall be submitted as an evidence for having the annual turnover of 10 billion Iranian Rial.

Form E: Format of Technical Proposal

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
RFP reference:	RFP/2019/01		

The Bidder's proposal should be organized to follow this format of Technical Proposal. 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 Brief description of the organization, including the year and country of incorporation, and types of activities undertaken.

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).

1.3 Relevance of specialized knowledge and experience on similar engagements done in the region/country.

1.4 Quality assurance procedures and risk mitigation measures.

SECTION 2: Proposed Methodology, Approach and Implementation Plan

This section should demonstrate the bidder's responsiveness to the TOR by identifying the specific components proposed, addressing the requirements, providing a detailed description of the essential performance characteristics proposed and demonstrating how the proposed approach and methodology meets or exceeds the requirements. All important aspects should be addressed in sufficient detail and different components of the project should be adequately weighted relative to one another.

2.2 A detailed description of the approach and methodology for how the Bidder will achieve the Terms of Reference of the project, keeping in mind the appropriateness to local conditions and project environment. Details how the different service elements shall be organized, controlled and delivered. The methodology shall also include details of the Bidder's internal technical and quality assurance review mechanisms.

2.2 Explain whether any work would be subcontracted, to whom, how much percentage of the work, the rationale for such, and the roles of the proposed sub-contractors and how everyone will function as a team.

2.3 Description of available performance monitoring and evaluation mechanisms and tools; how they shall be adopted and used for a specific requirement.

2.4 Demonstrated understanding of the expected challenges and problems in implementation of this work and approach to address the expected challenges

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 (**Managing Director, Finance Assistant and Administrative Assistant**) 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 Services.

Format for CV of Proposed Key Personnel

Name of Personnel	[Insert]
Position for this assignment	[Insert]
Nationality	[Insert]
Language proficiency	[Insert]
Education/Qualifications	<i>[Summarize college/university and other specialized education of personnel member, giving names of schools, dates attended, and degrees/qualifications obtained.]</i>
	[Insert]
Professional certifications	<i>[Provide details of professional certifications relevant to the scope of services]</i>
	<div>▪ Name of institution: [Insert]</div> <div>▪ Date of certification: [Insert]</div>

Employment Record/ Experience	<i>[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.]</i>
	[Insert]
References	<i>[Provide names, addresses, phone and email contact information for two (2) references]</i>
	Reference 1: [Insert] Reference 2: [Insert]

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

Signature of Personnel

Date (Day/Month/Year)

Form F: Financial Proposal Submission Form

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
RFP reference:	RFP/2019/01		

We, the undersigned, offer to provide the services provide services for provision and administration of ancillary and cleaning services to United Nations Common Premises and United Nations Office on Drug and Crime located in Tehran in accordance with your Request for Proposal No. RFP/2019/01 and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal and our Financial Proposal sealed under a separate envelope.

Our attached Financial Proposal is for the sum of [Insert amount in words and figures].

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

We understand you are not bound to accept any Proposal you receive.

Name: _____

Title: _____

Date: _____

Signature: _____

[Stamp with official stamp of the Bidder]

Form G: Financial Proposal Form for Provision and Administration of Ancillary and Cleaning Services to United Nations Common Premises (UNCP)

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
RFP reference:	RFP/2019/01		

The Bidder is required to prepare the Financial Proposal following the below format and submit it in a separate file from the Technical Proposal as indicated in the Instruction to Bidders. Any Financial information provided in the Technical Proposal shall lead to Bidder's disqualification.

The Financial Proposal should align with the requirements in the Terms of Reference and the Bidder's Technical Proposal.

Currency of the Financial proposal: IRR

Table 1: Summary of Overall Prices

Description	Amount(s) - IRR
Fixed Cost of Ancillary Services for three years (read from Sheet 4, of UNCP Excel File, Cell F2)	30,221,051,905
Proposed Admin Fees of Ancillary Services for three years (to be read from Sheet 4, of UNCP Excel File, Cell F3) <u>[The basis of calculation should be submitted]</u>	
Total VAT on Admin Fee for Three Years of LTA (to be read from Sheet 4, of UNCP Excel File, Cell F4)	
Proposed Cleaning Services Cost for Three Years (read from below Table 2a + 2b + 2c)	
Total Amount of Financial Proposal	

Breakdown of Cleaning Cost

Table 2.a - 1st Year of LTA

Line	Description	Unit Cost-IRR	Quantity	Amount- IRR
1	Full time cleaners – Monthly fee			
2	Part time cleaners – Monthly fee			
3	Cleaning material as specified in the Terms of reference– Monthly fee			
4	Other costs, i.e.– Monthly fee [please specify]			
5	Admin fee (IRR) – Monthly fee			

6	Value Added Tax (VAT) on Admin Fee	<i>[please specify the your offered percentage of Admin Fee here]</i>		
7	Total Monthly fee (sum of row 1 to 6)			
8	Total offered price for one year (total of row 7 × 12)			
9	Uniform and safety shoes for cleaners for one year (twice per year)			
Total Offered Amount of Cleaning Services for 1 st Year of LTA				

Table 2.b - 2nd Year of LTA

Line	Description	Unit Cost-IRR	Quantity	Amount- IRR
1	Full time cleaners – Monthly fee			
2	Part time cleaners – Monthly fee			
3	Cleaning material as specified in the Terms of reference– Monthly fee			
4	Other costs, i.e.– Monthly fee [please specify]			
5	Admin fee (IRR) – Monthly fee			
6	Value Added Tax (VAT) on Admin Fee	[please specify the your offered percentage of Admin Fee here]		
7	Total Monthly fee (sum of row 1 to 6)			
8	Total offered price for one year (total of row 7 × 12)			
9	Uniform and safety shoes for cleaners for one year (twice per year)			
Total Offered Amount of Cleaning Services for 2 nd Year of LTA				

Table 2.c - 3rd Year of LTA

Line	Description	Unit Cost-IRR	Quantity	Amount- IRR
1	Full time cleaners – Monthly fee			
2	Part time cleaners – Monthly fee			
3	Cleaning material as specified in the Terms of reference– Monthly fee			
4	Other costs, i.e.– Monthly fee [please specify]			
5	Admin fee (IRR) – Monthly fee			
6	Value Added Tax (VAT) on Admin Fee	[please specify the your offered percentage of Admin Fee here]		
7	Total Monthly fee (sum of row 1 to 6)			
8	Total offered price for one year (total of row 7 × 12)			
9	Uniform and safety shoes for cleaners for one year (twice per year)			
Total Offered Amount of Cleaning Services for 3 rd Year of LTA				

Form H: Financial Proposal Form for Provision and Administration of Ancillary and Cleaning Services to United Nations Office on Drugs and Crime (UNODC)

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
RFP reference:	RFP/2019/01		

The Bidder is required to prepare the Financial Proposal following the below format and submit it in an separate file from the Technical Proposal as indicated in the Instruction to Bidders. Any Financial information provided in the Technical Proposal shall lead to Bidder's disqualification.

The Financial Proposal should align with the requirements in the Terms of Reference and the Bidder's Technical Proposal.

Currency of the proposal: IRR

Table 3: Summary of Overall Prices

Description	Amount(s) - IRR
Fixed Cost of Ancillary Services for three years (read from Sheet 4, of UNCP Excel File, Cell F2)	15,389,389,161
Proposed Admin Fees of Ancillary Services for three years (to be read from Sheet 4, of UNCP Excel File, Cell F3) <u>[The basis of calculation should be submitted]</u>	
Total VAT on Admin Fee for Three Years of LTA (to be read from Sheet 4, of UNCP Excel File, Cell F4)	
Proposed Cleaning Services Cost for three years (read from below Table 4a + 4b + 4c)	
Total Amount of Financial Proposal	

Breakdown of Cleaning Cost

Table 4.a - 1st Year of LTA

Line	Description	Unit Cost-IRR	Quantity	Amount- IRR
1	Full time cleaners – Monthly fee			
2	Part time cleaners – Monthly fee			
3	Cleaning material as specified in the Terms of reference– Monthly fee			
4	Other costs, i.e.– Monthly fee [please specify]			
5	Admin fee (IRR) – Monthly fee			
6	Value Added Tax (VAT) on Admin Fee	[please specify the your offered percentage of Admin Fee here]		

7	Total Monthly fee (sum of row 1 to 6)			
8	Total offered price for one year (total of row 7 × 12)			
9	Uniform and safety shoes for cleaners for one year (twice per year)			
Total Offered Amount of Cleaning Services for 1st Year of LTA				

Table 4.b - 2nd Year of LTA

Line	Description	Unit Cost-IRR	Quantity	Amount- IRR
1	Full time cleaners – Monthly fee			
2	Part time cleaners – Monthly fee			
3	Cleaning material as specified in the Terms of reference– Monthly fee			
4	Other costs, i.e.– Monthly fee [please specify]			
5	Admin fee (IRR) – Monthly fee			
6	Value Added Tax (VAT) on Admin Fee	[please specify the your offered percentage of Admin Fee here]		
7	Total Monthly fee (sum of row 1 to 6)			
8	Total offered price for one year (total of row 7 × 12)			
9	Uniform and safety shoes for cleaners for one year (twice per year)			
Total Offered Amount of Cleaning Services for 2 nd Year of LTA				

Table 4.c - 3rd Year of LTA

Line	Description	Unit Cost-IRR	Quantity	Amount- IRR
1	Full time cleaners – Monthly fee			
2	Part time cleaners – Monthly fee			
3	Cleaning material as specified in the Terms of reference– Monthly fee			
4	Other costs, i.e.– Monthly fee [please specify]			
5	Admin fee (IRR) – Monthly fee			
6	Value Added Tax (VAT) on Admin Fee	[please specify the your offered percentage of Admin Fee here]		
7	Total Monthly fee (sum of row 1 to 6)			
8	Total offered price for one year (total of row 7 × 12)			
9	Uniform and safety shoes for cleaners for one year (twice per year)			
Total Offered Amount of Cleaning Services for 3 rd Year of LTA				