

REQUEST FOR PROPOSALS

Provision of Cleaning Services for UN House in Ankara



United Nations Development Programme
March 2014 (REF: UNDP-TUR-RFP-CS(CL)-2014/02)

Section 1. Letter of Invitation

Ankara, 16 April 2014

Request for Proposal for the provision of 'Cleaning Services for UN House in Ankara'

Dear Madam/Sir:

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:

- Section 1 – This Letter of Invitation
- Section 2 – Instructions to Proposers (including Data Sheet)
- Section 3 – Terms of Reference
- Section 4 – Proposal Submission Form
- Section 5 – Documents Establishing the Eligibility and Qualifications of the Proposer
- Section 6 – Technical Proposal Form
- Section 7 – Financial Proposal Form
- Section 8 – Model Long Term Agreement, including General Terms and Conditions
- Section 9 – Evaluation Grid for Technical Proposals
- Section 10- Template Forms

Your offer, comprising of a Technical and Financial Proposal, in separate sealed envelopes, should be submitted in accordance with Section 2.

You are kindly requested to submit an acknowledgment letter, template of which is given in Section-10, to UNDP to the following address:

United Nations Development Programme
United Nations Development Programme
Birlik Mahallesi 415. Cadde, No:11 Çankaya/ANKARA,
Attention: Seçil AVCI, UNDP Procurement Associate
e-mail: tr.procurement@undp.org

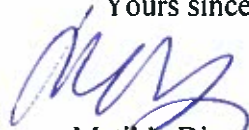
The letter should be received by UNDP no later than 23 April 2014. The same letter should advise whether your company intends to submit a Proposal. If that is not the case, UNDP would appreciate your indicating the reason, for our records.

If you have received this RFP through a direct invitation by UNDP, transferring this invitation to another firm requires your written notification to UNDP of such transfer and the name of the company to whom the invitation was forwarded.

Should you require further clarifications, kindly communicate with the contact person identified in the attached Data Sheet as the focal point for queries on this RFP.

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

Yours sincerely,



Matilda Dimovska

Deputy Resident Representative



Section 2: Instruction to Proposers

Definitions

- a) “*Contract*” refers to the agreement that will be signed by and between the UNDP and the successful proposer, all the attached documents thereto, including the General Terms and Conditions (GTC) and the Appendices.
- b) “*Country*” refers to the country indicated in the Data Sheet.
- c) “*Data Sheet*” refers to such part of the Instructions to Proposers used to reflect conditions of the tendering process that are specific for the requirements of the RFP.
- d) “*Day*” refers to calendar day.
- e) “*Government*” refers to the Government of the country that will be receiving the services provided/rendered specified under the Contract.
- f) “*Instructions to Proposers*” (Section 2 of the RFP) refers to the complete set of documents that provides Proposers with all information needed and procedures to be followed in the course of preparing their Proposals
- g) “*LOI*” (Section 1 of the RFP) refers to the Letter of Invitation sent by UNDP to Proposers.
- h) “*Material Deviation*” refers to any contents or characteristics of the proposal that is significantly different from an essential aspect or requirement of the RFP, and : (i) substantially alters the scope and quality of the requirements; (ii) limits the rights of UNDP and/or the obligations of the offeror; and (iii) adversely impacts the fairness and principles of the procurement process, such as those that compromise the competitive position of other offerors.
- i) “*Proposal*” refers to the Proposer’s response to the Request for Proposal, including the Proposal Submission Form, Technical and Financial Proposal and all other documentation attached thereto as required by the RFP.
- j) “*Proposer*” refers to any legal entity that may submit, or has submitted, a Proposal for the provision of services requested by UNDP through this RFP.
- k) “*RFP*” refers to the Request for Proposals consisting of instructions and references prepared by UNDP for purposes of selecting the best service provider to perform the services described in the Terms of Reference.
- l) “*Services*” refers to the entire scope of tasks and deliverables requested by UNDP under the RFP.

- m) “*Supplemental Information to the RFP*” refers to a written communication issued by UNDP to prospective Proposers containing clarifications, responses to queries received from prospective Proposers, or changes to be made in the RFP, at any time after the release of the RFP but before the deadline for the submission of Proposals.
- n) “*Terms of Reference*” (TOR) refers to the document included in this RFP as Section 3 which describes the objectives, scope of services, activities, tasks to be performed, respective responsibilities of the proposer, expected results and deliverables and other data pertinent to the performance of the range of duties and services expected of the successful proposer.

A. GENERAL

1. UNDP hereby solicits Proposals in response to this Request for Proposal (RFP). Proposers must strictly adhere to all the requirements of this RFP. No changes, substitutions or other alterations to the rules and provisions stipulated in this RFP may be made or assumed unless it is instructed or approved in writing by UNDP in the form of Supplemental Information to the RFP.
2. Submission of a Proposal shall be deemed as an acknowledgement by the Proposer that all obligations stipulated by this RFP will be met and, unless specified otherwise, the Proposer has read, understood and agreed to all the instructions in this RFP.
3. Any Proposal submitted will be regarded as an offer by the Proposer and does not constitute or imply the acceptance of any Proposal by UNDP. UNDP is under no obligation to award a contract to any Proposer as a result of this RFP.
4. UNDP implements a policy of zero tolerance on proscribed practices, including fraud, corruption, collusion, unethical practices, and obstruction. UNDP is committed to preventing, identifying and addressing all acts of fraud and corrupt practices against UNDP as well as third parties involved in UNDP activities. (See http://www.undp.org/about/transparencydocs/UNDP_Anti_Fraud_Policy_English_FINAL_june_2011.pdf and http://www.undp.org/content/undp/en/home/operations/procurement/procurement_protest/ for full description of the policies)
5. In responding to this RFP, UNDP requires all Proposers to conduct themselves in a professional, objective and impartial manner, and they must at all times hold UNDP’s interests paramount. Proposers must strictly avoid conflicts with other assignments or their own interests, and act without consideration for future work. All Proposers found to have a conflict of interest shall be disqualified. Without limitation on the generality of the above, Proposers, 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:

- 5.1 Are or have been associated in the past, with a firm or any of its affiliates which have been engaged 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;
- 5.2 Were involved in the preparation and/or design of the programme/project related to the services requested under this RFP; or
- 5.3 Are found to be in conflict for any other reason, as may be established by, or at the discretion of, UNDP.

In the event of any uncertainty in the interpretation of what is potentially a conflict of interest, proposers must disclose the condition to UNDP and seek UNDP's confirmation on whether or not such conflict exists.

6. Similarly, the Proposers must disclose in their proposal their knowledge of the following:
 - 6.1 That they are owners, part-owners, officers, directors, controlling shareholders, or they have key personnel who are family 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
 - 6.2 All other circumstances that could potentially lead to actual or perceived conflict of interest, collusion or unfair competition practices.

Failure of such disclosure may result in the rejection of the proposal or proposals affected by the non-disclosure.

7. The eligibility of Proposers 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 as an independent entity, the extent of Government ownership/share, receipt of subsidies, mandate, access to information in relation to this RFP, and others that may lead to undue advantage against other Proposers, and the eventual rejection of the Proposal.
8. All Proposers must adhere to the UNDP Supplier Code of Conduct, which may be found at this link: <http://web.ng.undp.org/procurement/undp-supplier-code-of-conduct.pdf>

B. CONTENTS OF PROPOSAL

9. Sections of Proposal

Proposers are required to complete, sign and submit the following documents:

- 9.1 Proposal Submission Cover Letter Form (see RFP Section 4);
- 9.2 Documents Establishing the Eligibility and Qualifications of the Proposer (see RFP Section 5);
- 9.3 Technical Proposal (see prescribed form in RFP Section 6);
- 9.4 Financial Proposal (see prescribed form in RFP Section 7);

- 9.5 Proposal Security, if applicable (if required and as stated in the **Data Sheet** (DS nos. 9-11), see prescribed Form in RFP Section 8);
- 9.6 Any attachments and/or appendices to the Proposal.

10. Clarification of Proposal

- 10.1 Proposers may request clarifications of any of the RFP documents no later than the date indicated in the **Data Sheet** (DS no. 16) prior to the proposal submission date. Any request for clarification must be sent in writing via courier or through electronic means to the UNDP address indicated in the **Data Sheet** (DS no. 17). UNDP will respond in writing, transmitted by electronic means and will transmit copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Proposers who have provided confirmation of their intention to submit a Proposal.
- 10.2 UNDP shall endeavor to provide such 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.

11. Amendment of Proposals

- 11.1 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 Proposer, modify the RFP in the form of a Supplemental Information to the RFP. All prospective Proposers will be notified in writing of all changes/amendments and additional instructions through Supplemental Information to the RFP and through the method specified in the **Data Sheet** (DS No. 18).
- 11.2 In order to afford prospective Proposers reasonable time to consider the amendments in preparing their Proposals, UNDP may, at its discretion, extend the deadline for submission of Proposals, if the nature of the amendment to the RFP justifies such an extension.

C. PREPARATION OF PROPOSALS

12. Cost

The Proposer 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 in no case be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process.

13. Language

The Proposal, as well as any and all related correspondence exchanged by the Proposer and UNDP, shall be written in the language (s) specified in the **Data Sheet** (DS No 4). Any printed literature furnished by the Proposer written in a language other than the language indicated in the **Data Sheet**, must be accompanied by a translation in the preferred language indicated in the **Data Sheet**. For purposes of interpretation of the Proposal, and in the event of discrepancy or inconsistency in meaning, the version translated into the preferred language shall govern. Upon conclusion of a contract, the language of the contract shall govern the relationship between the contractor and UNDP.

14. Proposal Submission Form

The Proposer shall submit the Proposal Submission Form using the form provided in Section 4 of this RFP.

15. Technical Proposal Format and Content

Unless otherwise stated in the **Data Sheet** (DS no. 28), the Proposer shall structure the Technical Proposal as follows:

- 15.1 Expertise of Firm/Organization – this section should provide details regarding management structure of the organization, organizational capability/resources, and experience of organization/firm, the list of projects/contracts (both completed and on-going, both domestic and international) which are related or similar in nature to the requirements of the RFP, and proof of financial stability and adequacy of resources to complete the services required by the RFP (see RFP clause 18 and DS No. 26 for further details). The same shall apply to any other entity participating in the RFP as a Joint Venture or Consortium.
- 15.2 Proposed Methodology, Approach and Implementation Plan – this section should demonstrate the Proposer's response to the Terms of Reference by identifying the specific components proposed, how the requirements shall be addressed, as specified, point by point; providing a detailed description of the essential performance characteristics proposed; identifying the works/portions of the work that will be subcontracted; and demonstrating how the proposed methodology meets or exceeds the specifications, while ensuring appropriateness of the approach to the local conditions and the rest of the project operating environment. This methodology must be laid out in an implementation timetable that is within the duration of the contract as specified in the **Data Sheet** (DS nos. 29 and 30).

Proposers must be fully aware that the products or services that UNDP requires may be transferred, immediately or eventually, by UNDP to the Government partners, or to an entity nominated by the latter, in accordance with UNDP's policies and procedures. All proposers are therefore required to submit the following in their proposals :

- a) A statement of whether any import or export licences are required in respect of the goods to be purchased or services to be rendered, including any restrictions in the country of origin, use or dual use nature of the goods or services, including any disposition to end users; and
- b) Confirmation that the Proposer has obtained license of this nature in the past, and have an expectation of obtaining all the necessary licenses, should their Proposal be rendered the most responsive.

15.3 Management Structure and Key Personnel – This section should include the comprehensive curriculum vitae (CVs) of key personnel that will be assigned to support the implementation of the proposed methodology, clearly defining the roles and responsibilities vis-à-vis the proposed methodology. CVs should establish competence and demonstrate qualifications in areas relevant to the TOR.

In complying with this section, the Proposer assures and confirms to UNDP that the personnel being nominated are available for the Contract on the dates proposed. If any of the key personnel later becomes unavailable, except for unavoidable reasons such as death or medical incapacity, among other possibilities, UNDP reserves the right to consider the proposal non-responsive. Any deliberate substitution arising from unavoidable reasons, including delay in the implementation of the project of programme through no fault of the Proposer shall be made only with UNDP's acceptance of the justification for substitution, and UNDP's approval of the qualification of the replacement who shall be either of equal or superior credentials as the one being replaced.

15.4 Where the **Data Sheet** requires the submission of the Proposal Security, the Proposal Security shall be included along with the Technical Proposal. The Proposal Security may be forfeited by UNDP, and reject the Proposal, in the event of any or any combination of the following conditions:

- a) If the Proposer withdraws its offer during the period of the Proposal Validity specified in the **Data Sheet** (DS no. 11), or;
- b) If the Proposal Security amount is found to be less than what is required by UNDP as indicated in the **Data Sheet** (DS no. 9), or;
- c) In the case the successful Proposer fails:
 - i. to sign the Contract after UNDP has awarded it;
 - ii. to comply with UNDP's variation of requirement, as per RFP clause 35; or
 - iii. to furnish Performance Security, insurances, or other documents that UNDP may require as a condition to rendering the effectivity of the contract that may be awarded to the Proposer.

16. Financial Proposals

The Financial Proposal shall be prepared using the attached standard form (Section 7). It shall list all major cost components associated with the services, and the detailed breakdown of such costs. All outputs and activities described in the Technical Proposal must be priced separately on a one-to-one correspondence. Any output and activities described in the Technical Proposal but not priced in 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.

17. Currencies

All prices shall be quoted in the currency indicated in the **Data Sheet** (DS no. 15). However, where Proposals are quoted in different currencies, for the purposes of comparison of all Proposals:

- 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 the proposal found to be the most responsive to the RFP requirement is quoted in another currency different from the preferred currency as per **Data Sheet** (DS no. 15), then UNDP shall reserve the right to award the contract in the currency of UNDP's preference, using the conversion method specified above.

Proposals submitted by two (2) or more Proposers shall all be rejected if they are found to have any of the following :

- 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 Proposer 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 Proposer; or
- f) an expert proposed to be in the team of one Proposer participates in more than one Proposal received for this RFP process. This condition does not apply to subcontractors being included in more than one Proposal.

18. Documents Establishing the Eligibility and Qualifications of the Proposer

The Proposer shall furnish documentary evidence of its status as an eligible and qualified vendor, using the forms provided under Section 5, Proposer Information Forms. In order to award a contract to a Proposer, its qualifications must be documented to UNDP's satisfaction. These include, but are not limited to, the following:

- a) That, in the case of a Proposer offering to supply goods under the Contract which the Proposer did not manufacture or otherwise produce, the Proposer has been duly authorized by the goods' manufacturer or producer to supply the goods in the country of final destination;
- b) That the Proposer has the financial, technical, and production capability necessary to perform the Contract; and
- c) That, to the best of the Proposer's knowledge, it is not included in the UN 1267/1989 List or the UN Ineligibility List, nor in any and all of UNDP's list of suspended and removed vendors.

19. Joint Venture, Consortium or Association

If the Proposer is a group of legal entities that will form or have formed a joint venture, consortium or association at the time of the submission of 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 joint venture jointly and severally, and this shall be duly evidenced by a duly notarized Agreement among the legal entities, which shall be submitted along 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 behalf of all the member entities comprising the joint venture.

After the Proposal has been submitted to UNDP, the lead entity identified to represent the joint venture shall not be altered without the prior written consent of UNDP. Furthermore, neither the lead entity nor the member entities of the joint venture can:

- a) Submit another proposal, either in its own capacity; nor
- b) As a lead entity or a member entity for another joint venture submitting another Proposal.

The description of the organization of the joint venture/consortium/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 Joint Venture Agreement. All entities that comprise the joint venture shall be subject to the eligibility and qualification assessment by UNDP.

Where a joint venture is presenting its track record and experience in a similar undertaking as those required in the RFP, it should present such information in the following manner:

- a) Those that were undertaken together by the joint venture; and
- b) Those that were undertaken by the individual entities of the joint venture expected to be involved in the performance of the services defined in the RFP.

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 joint venture or those of its members, but should only be claimed by the individual experts themselves in their presentation of their individual credentials.

If a joint venture's Proposal is determined by UNDP as the most responsive Proposal that offers the best value for money, UNDP shall award the contract to the joint venture, in the name of its designated lead entity. The lead entity shall sign the contract for and on behalf of all other member entities.

20. Alternative Proposals

Unless otherwise specified in the **Data Sheet** (DS nos. 5 and 6), alternative proposals shall not be considered. Where the conditions for its acceptance are met, or justifications are clearly established, UNDP reserves the right to award a contract based on an alternative proposal.

21. Validity Period

Proposals shall remain valid for the period specified in the **Data Sheet** (DS no. 8), commencing on the submission deadline date also indicated in the **Data Sheet** (DS no. 21). A Proposal valid for a shorter period shall be immediately rejected by UNDP and rendered non-responsive.

In exceptional circumstances, prior to the expiration of the proposal validity period, UNDP may request Proposers 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.

22. Proposer's Conference

When appropriate, a proposer's conference will be conducted at the date, time and location specified in the **Data Sheet** (DS no. 7). All Proposers are encouraged to attend. Non-attendance, however, shall not result in disqualification of an interested Proposer. Minutes of the proposer's conference will be either posted on the UNDP website, or disseminated to the individual firms who have registered or expressed interest with the contract, whether or not they attended the conference. No verbal statement made during the conference shall modify the terms and conditions of the RFP unless such statement is specifically written in the Minutes of the Conference, or issued/posted as an amendment in the form of a Supplemental Information to the RFP.

D. SUBMISSION AND OPENING OF PROPOSALS

23. Submission

- 23.1 The Financial Proposal and the Technical 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 MUST clearly indicate the name of the Proposer. The outer envelopes shall bear the address of UNDP as specified in the **Data Sheet** (DS no.20) and shall include the Proposer’s name and address, as well as a warning that state “*not to be opened before the time and date for proposal opening*” as specified in the **Data Sheet** (DS no. 24). The Proposer shall assume the responsibility for the misplacement or premature opening of Proposals due to improper sealing and labeling by the Proposer.
- 23.2 Proposers must submit their Proposals in the manner specified in the **Data Sheet** (DS nos. 22 and 23). When the Proposals are expected to be in transit for more than 24 hours, the Proposer must ensure that sufficient lead time has been provided in order to comply with UNDP’s deadline for submission. UNDP shall indicate for its record that the official date and time of receiving the Proposal is the actual date and time when the said Proposal has physically arrived at the UNDP premises indicated in the **Data Sheet** (DS no. 20).
- 23.3 Proposers submitting Proposals by mail or by hand shall enclose the original and each copy of the Proposal, in separate sealed envelopes, duly marking each of the envelopes as “Original Proposal” and “Copy of Proposal” as appropriate. The 2 envelopes shall then be sealed in an outer envelope. The number of copies required shall be as specified in the **Data Sheet** (DS No. 19). In the event of any discrepancy between the contents of the “Original Proposal” and the “Copy of Proposal”, the contents of the original shall govern. The original version of the Proposal shall be signed or initialed by the Proposer or person(s) duly authorized to commit the Proposer on every page. The authorization shall be communicated through a document evidencing such authorization issued by the highest official of the firm, or a Power of Attorney, accompanying the Proposal.
- 23.4 Proposers must be aware that the mere act of submission of a Proposal, in and of itself, implies that the Proposer accepts the General Contract Terms and Conditions of UNDP as attached hereto as Section 11.

24. Deadline for Submission of Proposals and Late Proposals

Proposals must be received by UNDP at the address and no later than the date and time specified in the **Data Sheet** (DS nos. 20 and 21).

UNDP shall not consider any Proposal that arrives after the deadline for submission of

Proposals. Any Proposal received by UNDP after the deadline for submission of Proposals shall be declared late, rejected, and returned unopened to the Proposer.

25. Withdrawal, Substitution, and Modification of Proposals

- 25.1 Proposers are expected to have sole responsibility for taking steps to carefully examine in detail the full consistency of its Proposals to the requirements of the RFP, keeping in mind that material deficiencies in providing information requested by UNDP, or lack clarity in the description of services to be provided, may result in the rejection of the Proposal. The Proposer shall assume the responsibility regarding erroneous interpretations or conclusions made by the Proposer in the course of understanding the RFP out of the set of information furnished by UNDP.
- 25.2 A Proposer may withdraw, substitute or modify its Proposal after it has been submitted by sending a written notice in accordance with Clause 23.1, 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 must accompany the respective written notice. All notices must be received by UNDP prior to the deadline for submission and submitted in accordance with RFP Clause 23.1 (except that withdrawal notices do not require copies). The respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," or "MODIFICATION".
- 25.3 Proposals requested to be withdrawn shall be returned unopened to the Proposers.
- 25.4 No Proposal may be withdrawn, substituted, or modified in the interval between the deadline for submission of Proposals and the expiration of the period of proposal validity specified by the Proposer on the Proposal Submission Form or any extension thereof.

26. Proposal Opening

UNDP will open the Proposals in the presence of an ad-hoc committee formed by UNDP of at least two (2) members. If electronic submission is permitted, any specific electronic proposal opening procedures shall be as specified in the **Data Sheet** (DS no. 23).

The Proposers' names, modifications, withdrawals, the condition of the envelope labels/seals, the number of folders/files and all other such other details as UNDP may consider appropriate, will be announced at the opening. No Proposal shall be rejected at the opening stage, except for late submission, for which the Proposal shall be returned unopened to the Proposer.

27. Confidentiality

Information relating to the examination, evaluation, and comparison of Proposals, and the

recommendation of contract award, shall not be disclosed to Proposers or any other persons not officially concerned with such process, even after publication of the contract award.

Any effort by a Proposer 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.

In the event that a Proposer is unsuccessful, the Proposer may seek a meeting with UNDP for a debriefing. The purpose of the debriefing is discussing the strengths and weaknesses of the Proposer's submission, in order to assist the Proposer in improving the proposals presented to UNDP. The content of other proposals and how they compare to the Proposer's submission shall not be discussed.

E. EVALUATION OF PROPOSALS

28. Preliminary Examination of Proposals

UNDP shall examine the Proposals to determine whether they are complete with respect to minimum documentary requirements, whether the documents have been properly signed, whether or not the Proposer is in the UN Security Council 1267/1989 Committee's list of terrorists and terrorist financiers, and in UNDP's list of suspended and removed vendors, and whether the Proposals are generally in order, among other indicators that may be used at this stage. UNDP may reject any Proposal at this stage.

29. Evaluation of Proposals

29.1 UNDP shall examine the Proposal to confirm that all terms and conditions under the UNDP General Terms and Conditions and Special Conditions have been accepted by the Proposer without any deviation or reservation.

29.2 The evaluation team shall review and evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and other documentation provided, applying the evaluation criteria, sub-criteria, and point system specified in the **Data Sheet** (DS no. 32). Each responsive Proposal will be given a technical score. A Proposal shall be rendered non-responsive at this stage if it does not substantially respond to the RFP particularly the demands of the Terms of Reference, which also means that it fails to achieve the minimum technical score indicated in the **Data Sheet** (DS no. 25). Absolutely no changes may be made by UNDP in the criteria, sub-criteria and point system indicated in the **Data Sheet** (DS no. 32) after all Proposals have been received.

29.3 In the second stage, only the Financial Proposals of those Proposers who achieve the minimum technical score will be opened for evaluation for comparison and review. The Financial Proposal Envelopes corresponding to Proposals that did not meet the minimum passing technical score shall be returned to the Proposer unopened. The

overall evaluation score will be based either on a combination of the technical score and the financial offer, or the lowest evaluated financial proposal of the technically qualified Proposers. The evaluation method that applies for this RFP shall be as indicated in the **Data Sheet** (DS No. 25).

When the Data Sheet specifies a combined scoring method, the formula for the rating of the Proposals will be as follows:

Rating the Technical Proposal (TP):

TP Rating = (Total Score Obtained by the Offer / Max. Obtainable Score for TP) x 100

Rating the Financial Proposal (FP):

FP Rating = (Lowest Priced Offer / Price of the Offer Being Reviewed) x 100

Total Combined Score:

$$\frac{(\text{TP Rating}) \times (\text{Weight of TP, e.g. 70\%}) + (\text{FP Rating}) \times (\text{Weight of FP, e.g., 30\%})}{\text{Total Combined and Final Rating of the Proposal}}$$

29.4 UNDP reserves the right to undertake a post-qualification exercise aimed at determining, to its satisfaction the validity of the information provided by the Proposer. Such post-qualification shall be fully documented and, among those that may be listed in the **Data Sheet** (DS No.33), may include, but need not be limited to, all or any combination of the following :

- a) Verification of accuracy, correctness and authenticity of information provided by the Proposer on the legal, technical and financial documents submitted;
- 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 Proposer, or any other entity that may have done business with the Proposer;
- d) Inquiry and reference checking with other previous clients on the quality of performance on ongoing or previous contracts completed;
- e) Physical inspection of the Proposer's offices, branches or other places where business transpires, with or without notice to the Proposer;
- f) Quality assessment of ongoing and completed outputs, works and activities similar to the requirements of UNDP, where available; and
- g) Other means that UNDP may deem appropriate, at any stage within the selection process, prior to awarding the contract.

30. Clarification of Proposals

To assist in the examination, evaluation and comparison of Proposals, UNDP may, at its discretion, ask any Proposer for a clarification of its Proposal.

UNDP's request for clarification and the response shall be in writing. Notwithstanding the written communication, 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 Clause 32.

Any unsolicited clarification submitted by a Proposer 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.

31. Responsiveness of Proposal

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.

If a Proposal is not substantially responsive, it shall be rejected by UNDP and may not subsequently be made responsive by the Proposer by correction of the material deviation, reservation, or omission.

32. Nonconformities, Reparable Errors and Omissions

Provided that a Proposal is substantially responsive, UNDP may waive any non-conformities or omissions in the Proposal that, in the opinion of UNDP, do not constitute a material deviation.

Provided that a Proposal is substantially responsive, UNDP may request the Proposer 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 Proposer to comply with the request may result in the rejection of its Proposal.

Provided that the Proposal is substantially responsive, UNDP shall correct arithmetical errors as follows:

- a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line

- item total shall be corrected, unless in the opinion of UNDP there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;
- b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
 - c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to the above.

If the Proposer does not accept the correction of errors made by UNDP, its Proposal shall be rejected.

F. AWARD OF CONTRACT

33. Right to Accept, Reject, or Render Non-Responsive Any or All Proposals

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 Proposer(s) of the grounds for UNDP's action. Furthermore, UNDP shall not be obliged to award the contract to the lowest price offer.

UNDP shall also verify, and immediately reject their respective Proposal, if the Proposers are found to appear in the UN's Consolidated List of Individuals and Entities with Association to Terrorist Organizations, in the List of Vendors Suspended or Removed from the UN Secretariat Procurement Division Vendor Roster, the UN Ineligibility List, and other such lists that as may be established or recognized by UNDP policy on Vendor Sanctions. (See

http://www.undp.org/content/undp/en/home/operations/procurement/procurement_protest/ for details)

34. Award Criteria

Prior to expiration of the period of proposal validity, UNDP shall award the contract to the qualified Proposer with the highest total score based on the evaluation method indicated in the **Data Sheet** (DS nos. 25 and 32).

35. Right to Vary Requirements at the Time of Award

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.

36. Contract Signature

Within fifteen (15) days from the date of receipt of the Contract, the successful Proposer shall sign and date the Contract and return it to UNDP.

Failure of the successful Proposer to comply with the requirement of RFP Clause 35 and this provision shall 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 Proposer with the second highest rated Proposal, or call for new Proposals.

37. Performance Security

A performance security, if required, shall be provided in the amount and form provided in Section 9 and by the deadline indicated in the **Data Sheet** (DS no. 14), as applicable. Where a Performance Security will be required, the submission of the said document, and the confirmation of its acceptance by UNDP, shall be a condition for the effectivity of the Contract that will be signed by and between the successful Proposer and UNDP.

38. Bank Guarantee for Advanced Payment

Except when the interests of UNDP so require, it is the UNDP's preference to make no advanced payment(s) on contracts (i.e., payments without having received any outputs). In the event that the Proposer requires an advanced payment upon contract signature, and if such request is duly accepted by UNDP, and the said advanced payment exceeds 20% of the total proposal price, or exceed the amount of USD 30,000, UNDP shall require the Proposer to submit a Bank Guarantee in the same amount as the advanced payment. A bank guarantee for advanced payment shall be furnished in the form provided in Section 10.

39. Vendor Protest

UNDP's vendor protest procedure provides an opportunity for appeal to those persons or firms not awarded a purchase order or contract through a competitive procurement process. In the event that a Proposer believes that it was not treated fairly, the following link provides further details regarding UNDP vendor protest procedures:
<http://www.undp.org/procurement/protest.shtml>

Instructions to Proposers

DATA SHEET

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

DS No.	Cross Ref. to Instruc-tions	Data	Specific Instructions / Requirements
1		Project Title :	UN House Common Services Project
2		Title of Services/Work:	<p>This RFP is launched for 'Provision of Cleaning Services to UN House in Ankara'.</p> <p>On behalf of the UN Agencies residing at UN House in Ankara, address of which is given below, UNDP Turkey Country Office is launching this tender to seek proposals from eligible and qualified Cleaning Services Provider Companies, who are interested in providing 'Cleaning Services to UN House in Ankara' for a period of 3 years within the scope of a Long term Agreement (LTA).</p> <p><u>Address of UN House:</u> Birlik Mah. 415. Cadde . No: 11, 06610. Çankaya /Ankara TURKEY</p> <p>Therefore, 'UNDP', 'The Purchaser', 'The procuring UNDP entity' and 'UN Agencies' are used interchangeably throughout these solicitation documents to represent UN Agencies.</p> <p>Other UN Agencies can also piggyback on the LTA to be signed with the successful Offeror in compliance with their own procurement rules and regulations.</p>
3		Country / Region of Work Location:	Turkey, Ankara
4	C.13	Language of the Proposal:	English

5	C.20	Conditions for Submitting Proposals for Parts or sub-parts of the TOR	Not Allowed. The Offerors are <u>not allowed</u> to submit proposals for a sub-part of the TOR and RFP. i.e. the Offerors shall submit proposal for the whole requirement stated in the TOR and RFP.
6	C.20	Conditions for Submitting Alternative Proposals	Alternative Proposals shall not be considered
7	C.22	A pre-proposal conference will be held on:	No pre-proposal conference will be held.
8	C.21	Period of Proposal Validity commencing on the submission date	90 days
9	B.9.5 C.15.4 b)	Proposal Security	Not Required
10	B.9.5	Acceptable forms of Proposal Security	Not Applicable
11	B.9.5 C.15.4 a)	Validity of Proposal Security	Not Applicable
12		Advanced Payment upon signing of contract	Not allowed
13		Liquidated Damages	<p>i) For each and every cleaning staff and/or supervisor, who are not present and providing cleaning services at UN House within the time schedule stipulated in the Terms of Reference, the Contractor shall be subjected to a penalty at the rate of TL equivalent of US\$50. i.e. The total amount of penalty will be calculated based on the number of missing staff of the Contractor, with a view to TOR requirements. The penalty shall be deducted by UNDP from the payment for the Contractor's monthly bill.</p> <p>ii) In addition to above penalty, for services which are not provided by the Contractor in full compliance with the TOR and the LTA in terms of quality and</p>

			<p>timeliness, and which therefore are not accepted by UNDP;</p> <p>UNDP reserves the right to proceed with any one or all of the below actions:</p> <p>1-Procure the subject services from another party at a price comparable to market rates:</p> <p>2-Request and receive payment of the service price billed by the other party, from the Contractor.</p> <p>3- Impose a penalty of upto 10% of the monthly payment stated in the LTA.</p>
14	F.37	Performance Security	Not Required.
15	C.17, C.17 b)	Preferred Currency of Proposal and Method for Currency conversion	<p>Turkish Lira (TL)</p> <p>1-The Offerors shall quote their prices in Turkish Lira (TL).</p> <p>2-The payments shall be effected in 'Turkish Lira'(TL).</p>
16	B.10.1	Deadline for submitting requests for clarifications/ questions	3 (three) days before the deadline for submission of proposals.
17	B.10.1	Contact Details for submitting clarifications/questions ¹	<p><u>Focal Person in UNDP:</u> Seçil AVCİ</p> <p><u>Address:</u> United Nations Development Programme, UN House Birlik Mahallesi, 415. Cadde, No:11 Çankaya/ANKARA.</p> <p><u>Fax No. :</u> +90-312-496 1463</p> <p><u>E-mail address dedicated for this purpose:</u> tr.procurement@undp.org</p>
18	B.11.1	Manner of Disseminating Supplemental Information to the RFP and responses/clarifications to	<p>Posting on the following websites:</p> <p>1) www.tr.undp.org</p> <p>2) www.undp.org</p>

¹ This contact person and address is officially designated by UNDP. If inquiries are sent to other person/s or address/es, even if they are UNDP staff, UNDP shall have no obligation to respond nor can UNDP confirm that the query was officially received.

		queries	3) www.un.org.tr 4) www.ungm.org 5) www.devbusiness.com
19	D.23.3	No. of copies of Proposal that must be submitted [if transmitted by courier]	Original : 1 Copies : 1
20	D.23.1 D.23.2 D.24	Proposal Submission Address	United Nations Development Programme, UN House, Birlik Mahallesi, 415.Cadde. No:11, Çankaya/ANKARA
21	C.21 D.24	Deadline of Submission	Date : 07 May 2014 Time : 17:30hrs local time.
22	D.23.2	Allowable Manner of Submitting Proposals	Courier/Hand Delivery
23	D.23.2 D.26	Conditions and Procedures for electronic submission and opening, if allowed	Electronic submission of proposals is not allowed.
24	D.23.1	Time and venue for opening of Proposals	Time : May 2014 Venue : UN House, Ankara
25	E.29.2 E.29.3 F.34	Evaluation method to be used in selecting the most responsive Proposal	The Evaluation shall be made through 'Combined Scoring Method', using the 70%-30% distribution for technical and financial proposals, respectively, as detailed in Section-8 of this RFP.
26	C.15.1	Required Documents that must be Submitted to Establish Qualification of Proposers (In Original or "Notarized Certified True Copy" form)	<u>Failure to submit any one of the following official documents required, may qualify the offeror 'ineligible'.</u> i)The document (trade registration gazette) that proves the constitution of the company ii)Power of Attorney to sign, provide proposal and to represent the Company in any future dealing with the procuring UNDP entity iii)Registration to Chamber of Commerce and Membership to any Association in Turkey or Abroad iv)ISO Certificate

			<p>v)Statement of Declaration for Eligibility in Tendering Process (Form DS-1)</p> <p>vi)Document received from the Social Security Authorities of the country where the Offeror operates, confirming that the Offeror has no outstanding social security obligations to the government</p> <p>vii)Document received from the Tax Authorities of the country where the Offeror operates, confirming that the Offeror has no outstanding tax obligations to the government.</p> <p>vii) Litigation History as per the attached template LI</p>
27	Other documents that may be submitted to establish eligibility	Technical Documents	<p><u>Failure to submit any one of the following official documents may lead to disqualification of the offeror:</u></p> <p>i)Organization Chart of the company</p> <p>ii) Table for 'Track Record and Experiences' for the last 3 years</p> <p>iii) A detailed description of the owned/leased equipment</p> <p>iv) List of each employee indicating the number of years working for the company</p> <p>v) CVs of Cleaning Supervisor, Daily (Both Male and Female) and Weekly cleaning staff who will work for UN Agencies and copy of their diplomas</p> <p>vi)Criminal record (received up to 1 month prior to deadline for submission of proposals) of Cleaning Supervisor, Daily (Both Male and Female) and Part -Time cleaning staff who will work for UN Agencies.</p> <p>vii) Statement of good health (received up to 1 month prior to deadline for submission of proposals) of Cleaning Supervisor, Daily (Both Male and Female) and Part -Time Cleaning cleaning staff who will work for UN Agencies.</p> <p>viii) Risk Matrix</p> <p>ix)Original or notarized certified true copies of English certificates of the personnel, if any.</p> <p>x) Statement of Satisfactory Performance from the Top five (5) Clients(in signed and stamped original letterheads) in terms of Contract Value for the past three years (2011, 2012, 2013).</p> <p>xi) Favorable Reference Letters from UN Agencies</p> <p>viii) Favorable Reference Letters from international clients</p> <p>xii) Favorable Reference Letters from other business</p>

			partners xii) Location of offices or agents
		Financial Documents	<p><u>Failure to submit any one of the following official documents required may qualify the offeror 'ineligible'.</u></p> <p>i) Income Statement for year 2013, certified through a "Certified Public Accountant". ii) Form SEI iii) Work Experience/Completion Certificates or invoices (in original or notarized certified true copies)</p>
28	C.15	Structure of the Technical Proposal	Please refer to Section 6
29	C.15.2	Latest Expected date for commencement of Contract	1 June 2014
30	C.15.2	Expected duration of contract (Target Commencement Date and Completion Date)	3 (three) years following signature of the Long Term Agreement (LTA), based on satisfactory performance and at the sole discretion of UNDP.
31		UNDP will award the contract to:	One Proposer only.
32	E.29.2 F.34	Criteria for the Award of Contract and Evaluation of Proposals	Please refer to Section 9
33	E.29.4	Post-Qualification Actions	<p>i) Verification of accuracy, correctness and authenticity of the information provided by the Proposer on the legal, technical and financial documents submitted;</p> <p>ii) Validation of extent of compliance to the RFP requirements and evaluation criteria based on what has so far been found by the evaluation team;</p> <p>iii) Inquiry and reference checking with other previous clients on the quality of performance on ongoing or previous contracts completed.</p>
34		Conditions for Determining	Signature of the LTA by UNDP and the successful

		Contract Effectivity	proposer.
35		Taxation	<p>UN and its subsidiary organs are exempt from all taxes. Therefore Offerors shall prepare their Financial Proposals, excluding VAT.</p> <p>It is the Offerors' responsibility to learn from relevant authorities (Ministry of Finance) and/or to review/confirm published procedures and to consult with a certified financial consultant as needed, to confirm the scope and procedures of VAT exemption application as per VAT Law and Ministry of Finance's Communiqués.</p>
36		Site Visit	<p>The offerors are highly encouraged to visit the UN House before preparing their proposals, in order to make a complete assessment of the cleaning services required.</p> <p>The appointments for the site visit can be arranged through UN House Building Manager, Mr. Metin İlhan, through the following phone number: +90 312 454 1188.</p> <p>The Offerors shall not be entitled to any kind of monetary/non-monetary compensation from UNDP due to their failure to conduct a site visit to UN House.</p>
37		Miscellaneous	<p>i) Joint Ventures (JVs) and Consortiums <u>are not allowed</u> to submit proposals in response to this RFP for provision of cleaning services.</p> <p>ii) A parent company can submit the documents issued for the name of its subsidiary as supporting documents in the tender only with the condition that the parent company owns more than 50% of the subsidiary and prove this through legally acceptable, notarized English documents in its proposal.</p> <p>iii) Submission of all relevant documentation required throughout this solicitation document is compulsory. Proposals with incomplete submissions may be disregarded.</p>

Section 3: Terms of Reference (TOR)

“PROVISION OF CLEANING SERVICES AT UN HOUSE”

A. BACKGROUND

UN Agencies residing at the common UN Building, namely ‘UN House’ have been procuring cleaning services from professional cleaning companies for the UN House.

UNDP Turkey Country Office, on behalf of other UN Agencies residing in the UN House, is launching this tender to seek proposals from eligible and qualified Cleaning Services Provider Companies, who are interested in providing ‘Cleaning Services to UN House in Ankara’ for a period of 3 years within the scope of a Long Term Agreement (LTA).

Therefore, ‘UNDP’, ‘The Purchaser’, ‘The procuring UNDP entity’ and ‘UN Agencies’ are used interchangeably throughout these solicitation documents to represent UN Agencies.

Other UN Agencies can also piggyback on the LTA to be signed with the successful Offeror in compliance with their own procurement rules and regulations.

B. MAIN CHARACTERISTICS OF UN HOUSE:

Below is the general information on structure of the UN House:

UN HOUSE	
# of Floors:	7
Gross Area:	5.560 square meters including underground autopark, cafeteria, storage area, meeting rooms, office rooms, corridors, floor entrance areas, toilets, stairs.
Net Office Area:	2.800 square meters, including meeting rooms.
# of Meeting Rooms:	6
Net Area of Meeting Rooms:	305 square meters
Net Area of Cafeteria:	56 square meters
Net Area of Underground Autopark:	800 square meters
Net Area of UN Agency Storage Space:	500 square meters
# of toilet cabins:	34 within 20 separate toilet units

The offerors are highly encouraged to visit the UN House before preparing their proposals, in order to make a complete assessment of the cleaning services required. The appointments for the site visit can be arranged through UN House Building Manager, Mr. Metin İlhan, through the following phone number: +90 312 454 1188.

The Offerors shall not be entitled to any kind of monetary/non-monetary compensation from UNDP due to their failure to conduct a site visit to UN House.

C. GENERAL REQUIREMENTS

1. The Offerors shall have either their main office or at least a branch office in Ankara.
2. Contractor will provide two staff – one male and one female - who will start to work latest at 08.00 morning and will leave the premises at 17.30 hrs in the afternoon for 5 days between Monday to Friday. This cleaning team will be employed for the cleaning matters and other requirements with regard to the cleaning of the UN premises during working hours.
3. Contractor will also provide a part time cleaning team (six staff and one supervisor) for the daily cleaning works between 18:00 hrs-21:30 hrs.
4. In addition to the requirements given in item 1 and item 2, Cleaning company will provide a cleaning team (eight staff and one supervisor) for the weekly / monthly cleaning works. 8 Weekly/monthly cleaning staff shall be composed of 6 daily part time staff and and 2 daily full-time cleaning staff explained in Item 2 above.

These 8 cleaning staff are required to perform cleaning services at UN House between 10:00 – 15:00hrs on every Sunday.

5. Below is the tabular presentation of working hours of the Contractor's staff:

STAFF	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Female	08:00-17:30	08:00-17:30	08:00-17:30	08:00-17:30	08:00-17:30	N/A	10:00-15:00
Male	08:00-17:30	08:00-17:30	08:00-17:30	08:00-17:30	08:00-17:30	N/A	10:00-15:00
6 part time staff	18:00-21:30	18:00-21:30	18:00-21:30	18:00-21:30	N/A	N/A	10:00-15:00

UNDP has the right to change the starting hours for the personnel to be engaged for UN Agencies.

6. The 'Supervisor' to be provided by the Contractor shall always be present at the UN House while the cleaning staff perform cleaning services.

7. Upon completion of the cleaning services, the 'supervisor' shall present a 'Service Confirmation Note', confirming that the cleaning services have been completed in full compliance with the TOR and with the required number of cleaning staff, to UN House Building Manager.
8. The Contractor shall maintain a 'Log Book', structure of which will be agreed upon by UNDP during the clarification meeting to be conducted prior to contract signature. This 'Log Book' shall include the information as regard to start and finish time of services of each and every cleaning staff at UN House.
9. UNDP will provide the following equipment to the Contractor to perform cleaning services:
 - Vacuum type sweeping machine : 3 each
 - Hard floor polishing machine : 1 each
 - Carpet washing machine : 1 each
10. UNDP will prepare and submit to contractor an annual base cleaning programme and a list of consumables to be provided within one week after the signature of the contract . UNDP has the right to change the programme. The Contractor will revise this programme based on the feedback received from UNDP.
11. Cleaning materials, chemicals and consumable personal cleaning materials like paper tissues, paper towels, soaps, odours will be supplied by UNDP.

D. CLEANING SERVICES

D.1 DAILY CLEANING SERVICE BETWEEN 08:00 – 17:30 HRS (Monday – Friday)

The daily full time Male and Female Cleaning (2) staff shall perform the following:

- Cleaning of the entrance of building including sidewalks,
- Cleaning of the police cabinet in front of the building,
- Cleaning of the reception desk at the entrance hall,
- Periodic control and cleaning of cafeteria at B1 floor,
- Periodic control and cleaning of all meeting rooms
- Periodic control of water dispensers and refill of plastic glasses,
- Periodic control of elevators and cleaning of mirrors,
- Periodic hourly control and cleaning of lavatories and refill paper of towel and soap dispensers, empty all waste receptacles and replace toilet paper and odours when required, (these kind of personal hygienic materials will be supplied by UN)
- UN personnel's ad-hoc cleaning related inquiries and emergencies.

D.2 DAILY PART TIME CLEANING SERVICE BETWEEN 18:00 HRS – 21:30 HRS (Monday – Thursday)

The daily part time cleaning staff (6) shall perform the following:

- Emptying all waste receptacles,
- Dusting, damping and wiping office desks,
- Damping, wiping all reception tables and desks
- Damping, wiping all meeting rooms' tables,
- Sweeping or vacuuming all carpeted areas,
- Sweeping and/or moped all laminated, stone, tile, linoleum surfaces
- Dusting and cleaning the inside of elevators (including mirrors, floors and doors)
- Placing trash in securely closed plastic bags and leaving it in a designated storage area outside of the office premises,

Lavatories:

- Washing and disinfecting all fixtures (wash basins, toilets, urinals, mirrors)
- Moping, rinsing and drying all floors,

D.3 WEEKLY CLEANING SERVICE (Sunday)

The weekly cleaning staff (2+6) shall perform the following on a weekly basis:

- Cleaning all glass partitions, doors and picture glasses,
- Cleaning the fabric and leather parts of all chairs, armchairs, couches,
- Cleaning all wooden furniture surfaces and legs (e.g. coffee tables, table tops) by using special cleaning chemical,
- Dusting and cleaning the main stairs,
- Cleaning piping, toilet seat hinges and others metal work if not clean and bright,
- Dusting and cleaning the emergency stairs,
- Cleaning, damping and wiping the terraces of 4th floor (between March – November)
- Cleaning and sweeping the back side parking area, entrances of underground and backside parking areas,

D.4 MONTHLY CLEANING SERVICE

The monthly cleaning services shall include the following services:

- Dusting venation blinds and all other dusty areas (ledges, pipes, mouldings, bookshelves etc. beyond a high-hand reach.) Dusting door louvers,
- Washing, damping, wiping and drying the main and emergency stairs,
- Sweeping and washing the garage surface at Basement 2 level,
- Cleaning the water outlet holes at terraces, balconies and Basement 1 garage surface,
- Cleaning inside of all water dispensers,
- Dusting all areas within high-hand reach, including baseboards, file cabinets, book-shelves, charts, bulletin boards and pictures,

D.5 EVERY TWO MONTHS CLEANING SERVICES

These services shall include the following:

- Washing and wiping all windows on the inside,
- Polishing all laminated floors,
- Cleaning all the wooden doors,

D.6 EVERY THREE MONTHS

These services shall include the following:

- Cleaning the storage areas of UN Agencies at Basement-2 Floor,
(Upon the acceptance of the agency)
- Washing and wiping all windows on the outside,

D.7 EVERY FOUR MONTHS

These services shall include the following:

- Cleaning all the wooden doors,

D.8 EVERY SIX MONTHS

These services shall include the following:

- Washing all the carpets by machinery,

D.9 EVERY YEAR

These services shall include the following:

- Dusting, damping and wiping the Venetian blinds,

D.10 WINTER TIME

Winter Time services shall include the following:

- Removing the snow from the terraces, sidewalks, entrance of the building and ramps of the underground and backside parking areas,
- Spreading salt to sidewalks, entrance of the building and ramps of the underground and backside parking areas after removing of snow,

E. SKILLS AND COMPETENCIES OF PERSONNEL

All staff who will work for UN Agencies will be the employees of the Contractor. The Contractor shall document that the staff who will work for cleaning services at UN House are its own employees.

Cleaning Supervisor is required to have the following skills and competencies:

This person will be the coordinator of all cleaning staff. He/She will be responsible for monitoring and ensuring on site that the services are performed in accordance with the Terms of Reference and UN requirements and for ensuring that all issues are resolved promptly.

F. SOCIAL FRAMEWORK

The Contractor shall maintain the salaries it pays to its employees who will work for UN at the levels described in 'Price Proposal Form' of this RFP with a view to ensure that the salary level applied is not less than the average salaries applied in the sector. Additionally, the salaries of these personnel shall not be less than the average salaries paid by the Offerors to other personnel who work for its comparable clients, such as International Organizations/ Embassies. The Contractor shall also fully satisfy the legal requirements imposed by Turkish law with regard to social security registrations/payments of its employees.

UNDP reserves the right to request at any time during evaluation and/or contract implementation, the official proof documents confirming that the Contractor fully satisfies the legal and social requirements imposed by Turkish Law, including but not limited to social insurance, salaries, benefits, leave, etc.

Section 4: Proposal Submission Form²

To: UNDP Turkey Country Office , Birlik Mahallesi, 415.Cadde, No:11, Çankaya/ANKARA [insert: Location, Date]

Dear Sir/Madam:

We, the undersigned, hereby offer to provide 'Cleaning Services to UN House in Ankara' in accordance with your Request for Proposal dated 16 April 2014 and our Proposal. We are hereby submitting our Proposal, which includes the Technical Proposal and Financial Proposal sealed under a separate envelope.

We hereby declare that:

- a) All the information and statements made in this Proposal are true and we accept that any misrepresentation contained in it may lead to our disqualification;
- b) We are currently not on the removed or suspended vendor list of the UN or other such lists of other UN agencies, nor are we associated with, any company or individual appearing on the 1267/1989 list of the UN Security Council;
- c) We have no outstanding bankruptcy or pending litigation or any legal action that could impair our operation as a going concern; and
- d) We do not employ, nor anticipate employing, any person who is or was recently employed by the UN or UNDP.

We confirm that we have read, understood and hereby accept the Terms of Reference describing the duties and responsibilities required of us in this RFP, and the General Terms and Conditions of UNDP's Contract for Professional Services.

We agree to abide by this Proposal for 90 (ninety) days following the deadline for submission of proposals.

We undertake, if our Proposal is accepted, to initiate the services not later than the date indicated in the Data Sheet.

We fully understand and recognize that UNDP is not bound to accept this proposal, that we shall bear all costs associated with its preparation and submission, and that UNDP will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the evaluation.

We remain,

Yours sincerely,

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Contact Details : _____ [please mark this letter with your corporate seal, if available]

² No deletion or modification may be made in this form. Any such deletion or modification may lead to the rejection of the Proposal.

Section 5: Documents Establishing the Eligibility and Qualifications of the Proposer

Proposer Information Form³

Date: *[insert date (as day, month and year) of Proposal Submission]*
RFP No.: *[insert number]*

Page _____ of _____ pages

1. Proposer's Legal Name <i>[insert Proposer's legal name]</i>		
2. In case of Joint Venture (JV), legal name of each party: <i>Not Applicable</i>		
3. Actual or intended Country/ies of Registration/Operation: <i>[insert actual or intended Country of Registration]</i>		
4. Year of Registration: <i>[insert Proposer's year of registration]</i>		
5. Countries of Operation	6. No. of staff in each Country	7. Years of Operation in each Country
8. Legal Address/es in Country/ies of Registration/Operation: <i>[insert Proposer's legal address in country of registration]</i>		
9. Value and Description of Top three (3) Biggest Contract for the past five (5) years		
10. Latest Credit Rating (if any)		
11. Brief description of litigation history (disputes, arbitration, claims, etc.), indicating current status and outcomes, if already resolved.		
12. Proposer's Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i>		
13. Are you in the UNPD List 1267.1989 or UN Ineligibility List ? (Y / N)		
14. Attached are copies of original documents of all eligibility document requirements listed in the Data Sheet		

³ The Proposer shall fill in this Form in accordance with the instructions. Apart from providing additional information, no alterations to its format shall be permitted and no substitutions shall be accepted.

Section 6: Technical Proposal Form

TECHNICAL PROPOSAL FORMAT

‘PROVISION OF CLEANING SERVICES TO UN HOUSE IN ANKARA’

Note: Technical Proposals not submitted in this format may be rejected. The financial proposal should be included in separate envelope.

Name of Proposing Organization / Firm:	
Country of Registration:	
Name of Contact Person for this Proposal:	
Address:	
Phone / Fax:	
Email:	

SECTION 1: EXPERTISE OF FIRM/ ORGANISATION

1.1 Brief Description of Proposer as an Entity: Provide a brief description of the organization / firm submitting the proposal, its legal mandates/authorized business activities, the year and country of incorporation, types of activities undertaken, and approximate annual budget, etc. Include reference to reputation, or any history of litigation and arbitration in which the organisation / firm has been involved that could adversely affect or impact the performance of services, indicating the status/result of such litigation/arbitration.

1.2. Financial Capacity: Provide the Audited Financial Statement (Income Statement and Balance Sheet) for 2013, duly certified by a Public Accountant, and with authentication of receiving by the Government's Internal Revenue Authority. Include any indication of credit rating, industry rating, etc.

1.3. Track Record and Experiences: The Offerors should have provided cleaning services for **office areas** at a minimum of 1,000 square meters **under a single contract**, for the last three years.

The Offerors shall provide the information regarding corporate experience within the last three (3) years which are related or relevant to those required for this Contract, in the Form SE1.

SECTION 2 - APPROACH AND IMPLEMENTATION PLAN

2.1. Approach to the Service/Work Required: Please provide a detailed description of the methodology for how the organisation/firm will achieve the Terms of Reference of the project, keeping in mind the appropriateness to local conditions and project environment. The Offerors shall elaborate their approach to office cleaning services and take into consideration that UN House is a diplomatic environment

2.2. Technical Quality Assurance Review Mechanisms: The methodology shall also include details of the Proposer's internal technical and quality assurance review mechanisms.

2.3. Subcontracting: 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. Special attention should be given to providing a clear picture of the role of each entity and how everyone will function as a team.

2.4. Risks / Mitigation Measures: Please describe the potential risks for the implementation of this project that may impact achievement and timely completion of expected results as well as their quality. Describe measures that will be put in place to mitigate these risks.

2.5. Reporting and Monitoring: Please provide a brief description of the mechanisms proposed for this project for reporting to the UNDP and partners, including a reporting schedule.

2.6. Anti-Corruption Strategy: Define the anti-corruption strategy that will be applied in this project to prevent the misuse of funds. Describe the financial controls that will be put in place.

2.7 Statement of Full Disclosure: This is intended to disclose any potential conflict in accordance with the definition of "conflict" under Section 4 of this document, if any.

2.8 Other: Any other comments or information regarding the project approach and methodology that will be adopted.

SECTION 3: PERSONNEL

3.1 Management Structure: Describe the overall management approach toward planning and implementing this activity. Include an organization chart for the management of the project describing the relationship of key positions and designations.

3.2 Qualifications of Key Personnel. Provide the CVs for key personnel [(Cleaning Supervisor/ UN Focal Point, Daily Cleaning staff (Female), Daily Cleaning Staff (male))] that will be provided to support the implementation of this project. CVs should demonstrate qualifications in areas relevant to the Scope of Services. Please use the format below:

Name:		
Position for this Contract:		
Nationality:		
Contact information:		
Countries of Work Experience:		
Language Skills:		
Educational and other Qualifications:		
Summary of Experience: <i>Highlight experience in the region and on similar projects.</i>		
Relevant Experience (From most recent):		
Period: From – To	Name of activity/ Project/ funding organisation, if applicable:	Job Title and Activities undertaken/Description of actual role performed:
<i>e.g. June 2004-January 2005</i>		
<i>Etc.</i>		
<i>Etc.</i>		
References no.1 (minimum of 3):	<i>Name</i> <i>Designation</i> <i>Organization</i> <i>Contact Information – Address; Phone; Email; etc.</i>	
Reference no.2	<i>Name</i> <i>Designation</i> <i>Organization</i> <i>Contact Information – Address; Phone; Email; etc.</i>	
Reference no.3	<i>Name</i> <i>Designation</i> <i>Organization</i> <i>Contact Information – Address; Phone; Email; etc.</i>	

Declaration:

I confirm my intention to serve in the stated position and present availability to serve for the term of the proposed contract. I also understand that any wilful misstatement described above may lead to my disqualification, before or during my engagement.

Signature of the Nominated Team Leader/Member
Signed

Date

Section 7: Financial Proposal Form⁴

1. The Proposers are required to prepare the Financial Proposal in an envelope separate from the rest of the RFP as indicated in the Instruction to Proposers.
2. The Financial Proposal must provide a detailed cost breakdown. Provide separate figures for each functional grouping or category.
3. Any estimates for cost-reimbursable items, such as travel and out-of-pocket expenses, should be listed separately.
4. In case of an equipment component to the service provider, the Price Schedule should include figures for both purchase and lease/rent options. UNDP reserves the option to either lease/rent or purchase outright the equipment through the Contractor.
5. The prices to be quoted by the Proposers shall exclude VAT, as UN and its subsidiary organs are exempt from all taxes. Therefore proposers shall prepare their proposals excluding VAT.

It is the Proposers' responsibility to learn from relevant authorities (Ministry of Finance) and/or to review/confirm published procedures, laws, communiques and to consult with a certified financial consultant as needed, to confirm the scope and procedures of VAT exemption application.

The Contractor shall not be entitled to reimbursement of any expenses incurred because of its failure to learn the exact scope and procedures of VAT exemption application, during contract implementation.

6. No additional payment shall be made to the successful proposer due to its failure to make a site visit before submitting its proposal.
7. The Contractor shall not be entitled to any payment due to increases in social security premium and unemployment premium as per the legislation, pay raises, overtime, etc. it makes to its employees who work for UN Agencies, during the execution of the LTA.
8. UNDP shall have the right to request any number of additional daily cleaning staff and/or part time cleaning staff with the unit prices in the respective years, throughout the validity of the LTA.
9. The proposers **SHALL** use the Price Schedule given in the following page while preparing their financial proposals. If a proposer uses another price schedule format

⁴ No deletion or modification may be made in this form. Any such deletion or modification may lead to the rejection of the Proposal.

and/or does not provide the remuneration for years as required, this may be considered as the sole basis for rejection of its proposal without any obligation at UNDP side.

10. The LTA to be signed with the successful proposer will be composed of 3 Phases as follows:

LTA Phase Nr.	Period	# of Months
I	01.06.2014 - 31.05.2015	12
II	01.06.2015 - 31.05.2016	12
III	01.06.2016 - 31.05.2017	12

11. The proposers shall prepare their financial proposal in the Price Schedule provided in the following pages.

12. While preparing the price schedule, the proposers SHALL ensure that they calculate remuneration in full compliance with below requirements and present the Price Proposal accordingly:

- i. The Offerors shall ensure that the net monthly salary paid in cash to the Daily Cleaning Female Staff and Daily Cleaning Male Staff shall be at least 25% higher than the prevailing 'Minimum Base Wage Rate' announced by Turkish Authorities, excluding meal, transportation and 'Cost Of Living Allowance (AGİ-Asgari Geçim İndirimi)' as of the date of contract signature. To this purpose, the Offerors shall use as reference, the current rates of social security premium and unemployment premium to be paid by the Employer, as of the deadline for submission of proposals.
- ii. The Offerors shall ensure that the net monthly cash payment to each one of the 6 'Part Time Cleaning Staff' for their services at UN House, which are all beyond the regular working hours, shall be at least 500 TL (Five hundred Turkish Lira) excluding all other monetary/non-monetary benefits, as of the date of contract signature.
- iii. The Offerors shall calculate their price proposals for all phases of the LTA, by incorporating all potential increases to be announced by Turkish Government in the 'Minimum Wage Rate' and other benefits, as all of these increases shall be reflected to payments to Contractor's staff during LTA implementation i.e. The Offerors shall include all foreseen increases in 'Minimum Wage Rate' and other benefits, in the salaries of its staff for the whole LTA period.
- iv. The Contractor shall not be entitled to any additional payment other than

the 'LTA Total for 3 Years' to be quoted in the Price Schedule, due to any kind of increase instituted by Turkish Government, including but not limited to increases in social security premium and unemployment premium as per the legislation, pay raises, overtime, etc. during the execution of the LTA.

- v. UNDP reserves the right to request the proof documentation to ensure that the above stated minimum payment requirements are satisfied by the Offerors during evaluation and by the Contractor at any time during LTA implementation.

13. TOTAL LTA AMOUNT FOR 3 YEARS (36 Months) (I+II+III) to be quoted by the proposers shall be the basis of financial evaluation.

PRICE PROPOSAL (COMPANY COST TO UNDP)

LTA Phase	Staff	2014 PRICE PROPOSAL (COMPANY COST TO UNDP) (TL)												2015 PRICE PROPOSAL (COMPANY COST TO UNDP) (TL)					Price Proposal for the First Year of the LTA
		June	July	August	September	October	November	December	January	February	March	April	May						
I	Cleaning Supervisor/UN Focal Point																		
	Daily Full Time Cleaning staff																		
	Daily Part Time Cleaning staff																		
	SUBTOTAL-I																		
	Other*																		
	SUBTOTAL-II																		
GRAND TOTAL (TL)																			

LTA Phase	Staff	2015 PRICE PROPOSAL (COMPANY COST TO UNDP) (TL)												2016 PRICE PROPOSAL (COMPANY COST TO UNDP) (TL)					Price Proposal for the Second Year of the LTA
		June	July	August	September	October	November	December	January	February	March	April	May						
II	Cleaning Supervisor/UN Focal Point																		
	Daily Full Time Cleaning staff																		
	Daily Part Time Cleaning staff																		
	SUBTOTAL-I																		
	Other*																		
	SUBTOTAL-II																		
	GRAND TOTAL (TL)																		

LTA Phase	Staff	2016 PRICE PROPOSAL (COMPANY COST TO UNDP) (TL)												2017 PRICE PROPOSAL (COMPANY COST TO UNDP) (TL)					Price Proposal for the Third Year of the LTA
		June	July	August	September	October	November	December	January	February	March	April	May						

III	Cleaning Supervisor/UN Focal Point																
	Daily Full Time Cleaning staff																
	Daily Part Time Cleaning staff																
	SUBTOTAL-I																
	Other*																
	SUBTOTAL-II																
	GRAND TOTAL (TL)																

LTA TOTAL (for 3 years between 01.06.2014 - 31.05.2017)

* The Offerors shall define the type of expenses which are not given in the price schedule and state the prices for these additional items.

Note: All prices should exclude VAT.

Financial scores shall be calculated on the basis of the GRAND TOTAL (SUBTOTAL I + SUBTOTAL II) to be quoted by the offerors. The "GRAND TOTAL" to be quoted by the successful offeror shall be the lumpsum LTA price. No additional payments and/or reimbursements shall be made to the Contractor due to inflation and any other obligations including but not limited to tax, social security, unemployment insurance, etc.

Section 8: Model Long Term Agreement

**THIS IS UNDP'S TEMPLATE FOR CONTRACT FOR THE PROPOSER'S REFERENCE.
ADHERENCE TO ALL TERMS AND CONDITIONS IS MANDATORY.**

LONG TERM AGREEMENT FOR THE PROVISION OF SERVICES TO THE UNITED NATIONS DEVELOPMENT PROGRAMME

This Long Term Agreement is made between the United Nations Development Programme, a subsidiary organ of the United Nations, having its headquarters at 1 UN Plaza, New York, NY 10017 (hereinafter "UNDP") and _____ (hereinafter called "Contractor") with its headquarters at _____.

WHEREAS, UNDP desires to enter into a Long Term Agreement for the provision of services by the Contractor to UNDP, pursuant to which UNDP country offices world-wide can conclude specific contractual arrangements with the Contractor, as provided herein;

WHEREAS pursuant to the Request for Proposal[to complete] the offer of the Contractor was accepted;

NOW, THEREFORE, UNDP and the Contractor (hereinafter jointly the "Parties) hereby agree as follows:

Article 1: SCOPE OF WORK

1. The Contractor shall provide the types of services and deliverables, which are listed in Annex 1 hereto ("Services/Terms of Reference"), as and when negotiated by UNDP headquarters or a UNDP country office and reflected in a contract for professional services, in the form attached hereto as Annex 2.
2. Such Services shall be at the discount prices listed in Annex 3. The prices shall remain in effect for a period of two years from Entry into Force of this Agreement.
3. UNDP does not warrant that any quantity of Services will be purchased during the term of this Agreement, which shall be for two years.

Article 2: CHANGES IN CONDITION

4. In the event of any advantageous technical changes and/or downward pricing of the Services during the duration of this Agreement, the Contractor shall notify UNDP immediately. UNDP shall consider the impact of any such event and may request an amendment to the Agreement.

Article 3: CONTRACTOR'S REPORTING

5. The Contractor will report semi-annually to UNDP on the Services provided to UNDP, including its country offices.

Article 4: GENERAL AND SPECIAL TERMS AND CONDITIONS

6. The standard UNDP General Conditions for Professional Services, attached as Annex 4, shall apply

to this Agreement, and any subsequent contracts concluded in accordance with paragraph 1 above.

Article 5: ACCEPTANCE

7. This Agreement supersedes all prior oral or written agreements, if any, between the Parties and constitutes the entire agreement between the parties with respect to the provision of the Services hereunder.

8. This Agreement shall enter into force on the date of the last signature by the representatives of the Parties and shall remain in force for a period of two years, and may be extended for [one additional] year by mutual agreement of the Parties.

IN WITNESS WHEREOF, the duly authorized representative of the PARTIES have signed this agreement.

For and on behalf of:

UNITED NATIONS
DEVELOPMENT PROGRAMME

Date: _____

Date: _____



UNDP GENERAL CONDITIONS OF CONTRACT FOR SERVICES

1.0 LEGAL STATUS:

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

2.0 SOURCE OF INSTRUCTIONS:

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

3.0 CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES:

The Contractor shall be responsible for the professional and technical competence of its employees and will select, for work under this Contract, reliable individuals who will perform effectively in the implementation of this Contract, respect the local customs, and conform to a high standard of moral and ethical conduct.

4.0 ASSIGNMENT:

The Contractor shall not assign, transfer, pledge or make other disposition of this Contract or any part thereof, or any of the Contractor's rights, claims or obligations under this Contract except with the prior written consent of UNDP.

5.0 SUB-CONTRACTING:

In the event the Contractor requires the services of sub-contractors, the Contractor shall obtain the prior written approval and clearance of UNDP for all sub-contractors. The approval of UNDP of a sub-contractor shall not relieve the Contractor of any of its obligations under this Contract. The terms of any sub-contract shall be subject to and conform to the provisions of this Contract.

6.0 OFFICIALS NOT TO BENEFIT:

The Contractor warrants that no official of UNDP or the United Nations has received or will be offered by the Contractor any direct or indirect benefit arising from this Contract or the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of this Contract.

7.0 INDEMNIFICATION:

The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, UNDP, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Contractor, or the

Contractor's employees, officers, agents or sub-contractors, in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.

8.0 INSURANCE AND LIABILITIES TO THIRD PARTIES:

8.1 The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.

8.2 The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or the equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract.

8.3 The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.

8.4 Except for the workmen's compensation insurance, the insurance policies under this Article shall:

8.4.1 Name UNDP as additional insured;

8.4.2 Include a waiver of subrogation of the Contractor's rights to the insurance carrier against the UNDP;

8.4.3 Provide that the UNDP shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.

8.5 The Contractor shall, upon request, provide the UNDP with satisfactory evidence of the insurance required under this Article.

9.0 ENCUMBRANCES/LIENS:

The Contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with the UNDP against any monies due or to become due for any work done or materials furnished under this Contract, or by reason of any other claim or demand against the Contractor.

10.0 TITLE TO EQUIPMENT: Title to any equipment and supplies that may be furnished by UNDP shall rest with UNDP and any such equipment shall be returned to UNDP at the conclusion of this Contract or when no longer needed by the Contractor. Such equipment, when returned to UNDP, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear. The Contractor shall be liable to compensate UNDP for equipment determined to be damaged or degraded beyond normal wear and tear.

11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

11.1 Except as is otherwise expressly provided in writing in the Contract, the UNDP shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other

materials which the Contractor has developed for the UNDP under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract, and the Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for the UNDP.

11.2 To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, the UNDP does not and shall not claim any ownership interest thereto, and the Contractor grants to the UNDP a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.

11.3 At the request of the UNDP; the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to the UNDP in compliance with the requirements of the applicable law and of the Contract.

11.4 Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract shall be the property of the UNDP, shall be made available for use or inspection by the UNDP at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNDP authorized officials on completion of work under the Contract.

12.0 USE OF NAME, EMBLEM OR OFFICIAL SEAL OF UNDP OR THE UNITED NATIONS:

The Contractor shall not advertise or otherwise make public the fact that it is a Contractor with UNDP, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of UNDP or THE United Nations, or any abbreviation of the name of UNDP or United Nations in connection with its business or otherwise.

13.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:

Information and data that is considered proprietary by either Party, and that is delivered or disclosed by one Party ("Discloser") to the other Party ("Recipient") during the course of performance of the Contract, and that is designated as confidential ("Information"), shall be held in confidence by that Party and shall be handled as follows:

13.1 The recipient ("Recipient") of such information shall:

13.1.1 use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate; and,

13.1.2 use the Discloser's Information solely for the purpose for which it was disclosed.

13.2 Provided that the Recipient has a written agreement with the following persons or entities requiring them to treat the Information confidential in accordance with the Contract and this Article 13, the Recipient may disclose Information to:

13.2.1 any other party with the Discloser's prior written consent; and,

13.2.2 the Recipient's employees, officials, representatives and agents who have a need to know

such Information for purposes of performing obligations under the Contract, and employees officials, representatives and agents of any legal entity that it controls, controls it, or with which it is under common control, who have a need to know such Information for purposes of performing obligations under the Contract, provided that, for these purposes a controlled legal entity means:

13.2.2.1 a corporate entity in which the Party owns or otherwise controls, whether directly or indirectly, over fifty percent (50%) of voting shares thereof; or,

13.2.2.2 any entity over which the Party exercises effective managerial control; or,

13.2.2.3 for the UNDP, an affiliated Fund such as UNCDF, UNIFEM and UNV.

13.3 The Contractor may disclose Information to the extent required by law, provided that, subject to and without any waiver of the privileges and immunities of the United Nations, the Contractor will give the UNDP sufficient prior notice of a request for the disclosure of Information in order to allow the UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.

13.4 The UNDP may disclose Information to the extent as required pursuant to the Charter of the UN, resolutions or regulations of the General Assembly, or rules promulgated by the Secretary-General.

13.5 The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder.

13.6 These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.

14.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

14.1 In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to the UNDP, of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify the UNDP of any other changes in conditions or the occurrence of any event that interferes or threatens to interfere with its performance of this Contract. On receipt of the notice required under this Article, the UNDP shall take such action as, in its sole discretion; it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract.

14.2 If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, the UNDP shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 15, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.

14.3 Force majeure as used in this Article means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force.

14.4 The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in or for any areas in which the UNDP is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delays or failure to perform

such obligations arising from or relating to harsh conditions within such areas or to any incidents of civil unrest occurring in such areas shall not, in and of itself, constitute force majeure under the Contract..

15.0 TERMINATION

15.1 Either party may terminate this Contract for cause, in whole or in part, upon thirty (30) days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16.2 (“Arbitration”), below, shall not be deemed a termination of this Contract.

15.2 UNDP reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case UNDP shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.

15.3 In the event of any termination by UNDP under this Article, no payment shall be due from UNDP to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract.

15.4 Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, the UNDP may, without prejudice to any other right or remedy it may have under the terms of these conditions, terminate this Contract forthwith. The Contractor shall immediately inform the UNDP of the occurrence of any of the above events.

16.0 SETTLEMENT OF DISPUTES

16.1 Amicable Settlement: The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of this Contract or the breach, termination or invalidity thereof. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the parties.

16.2 Arbitration: Any dispute, controversy, or claim between the Parties arising out of the Contract or the breach, termination, or invalidity thereof, unless settled amicably under Article 16.1, above, within sixty (60) days after receipt by one Party of the other Party’s written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. For all evidentiary questions, the arbitral tribunal shall be guided by the Supplementary Rules Governing the Presentation and Reception of Evidence in International Commercial Arbitration of the International Bar Association, 28 May 1983 edition. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Contract, order the termination of the Contract, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Contract, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 (“Interim Measures of Protection”) and Article 32 (“Form and Effect of the Award”) of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Contract, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate (“LIBOR”) then prevailing, and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.

17.0 PRIVILEGES AND IMMUNITIES:

Nothing in or relating to this Contract shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs.

18.0 TAX EXEMPTION

18.1 Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, inter alia that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize the United Nations exemption from such taxes, duties or charges, the Contractor shall immediately consult with the UNDP to determine a mutually acceptable procedure.

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

19.0 CHILD LABOUR

19.1 The Contractor represents and warrants that neither it, nor any of its suppliers is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical mental, spiritual, moral or social development.

19.2 Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, at no cost to UNDP.

20.0 MINES:

20.1 The Contractor represents and warrants that neither it nor any of its suppliers is actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.

20.2 Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind of UNDP.

21.0 OBSERVANCE OF THE LAW:

The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the terms of this Contract.

22.0 SEXUAL EXPLOITATION:

22.1 The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged by the Contractor to perform any

services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all appropriate measures to prohibit its employees or other persons engaged by it from, exchanging any money, goods, services, offers of employment or other things of value, for sexual favors or activities, or from engaging in any sexual activities that are exploitive or degrading to any person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle UNDP to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

22.2 The UNDP shall not apply the foregoing standard relating to age in any case in which the Contractor's personnel or any other person who may be engaged by the Contractor to perform any services under the Contract is married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such Contractor's personnel or such other person who may be engaged by the Contractor to perform any services under the Contract.

23.0 SECURITY:

23.1 The Contractor shall:

- (a) Put in place an appropriate security plan and maintain the security plan, taking into account the security situation in the country where the services are being provided;
- (b) Assume all risks and liabilities related to the Contractor's security, and the full implementation of the security plan.

23.2 UNDP reserves the right to verify whether such a plan is in place, and to suggest modifications to the plan when necessary. Failure to maintain and implement an appropriate security plan as required hereunder shall be deemed a breach of this contract. Notwithstanding the foregoing, the Contractor shall remain solely responsible for the security of its personnel and for UNDP's property in its custody as set forth in paragraph 4.1 above.

24.0 AUDITS AND INVESTIGATIONS:

24.1 Each invoice paid by UNDP shall be subject to a post-payment audit by auditors, whether internal or external, of UNDP or the authorized agents of the UNDP at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract. The UNDP shall be entitled to a refund from the Contractor for any amounts shown by such audits to have been paid by the UNDP other than in accordance with the terms and conditions of the Contract. Should the audit determine that any funds paid by UNDP have not been used as per contract clauses, the company shall reimburse such funds forthwith. Where the company fails to reimburse such funds, UNDP reserves the right to seek recovery and/or to take any other action as it deems necessary.

24.2 The Contractor acknowledges and agrees that, at anytime, UNDP may conduct investigations relating to any aspect of the Contract, the obligations performed under the Contract, and the operations of the Contractor generally. The right of UNDP to conduct an investigation and the Contractor's obligation to comply with such an investigation shall not lapse upon expiration or prior termination of the Contract. The Contractor shall provide its full and timely cooperation with any such inspections, post-payment audits or investigations. Such cooperation shall include, but shall not be limited to, the Contractor's obligation to make available its personnel and any documentation for such purposes and to grant to UNDP access to the Contractor's premises. The Contractor shall require its agents, including, but not limited to, the Contractor's attorneys, accountants or other advisers, to reasonably cooperate with any inspections, post-payment audits or investigations carried out by UNDP hereunder.

25.0 ANTI-TERRORISM:

25.1 The Contractor agrees to undertake all reasonable efforts to ensure that none of the UNDP funds received under this Contract are used to provide support to individuals or entities associated with terrorism and that the recipients of any amounts provided by UNDP hereunder do not appear on the list maintained by the Security Council Committee established pursuant to resolution 1267 (1999). The list can be accessed via <http://www.un.org/Docs/sc/committees/1267/1267ListEng.htm>. This provision must be included in all sub-contracts or sub-agreements entered into under this Contract.

26.0 AUTHORITY TO MODIFY:

Pursuant to the Financial Regulations and Rules of UNDP, only the UNDP Authorized Official possesses the authority to agree on behalf of UNDP to any modification of or change in this Agreement, to a waiver of any of its provisions or to any additional contractual relationship of any kind with the Contractor. Accordingly, no modification or change in this Contract shall be valid and enforceable against UNDP unless provided by an amendment to this Agreement signed by the Contractor and jointly by the UNDP Authorized Official.

Section-9 Evaluation Grid for Operational and Technical Proposals

Summary of Technical Proposal Evaluation Forms		Score Weight	Points Obtainable
1.	Expertise of Firm / Organization	40%	280
2.	Proposed Methodology, Approach and Implementation Plan	30%	210
3.	Management Structure and Key Personnel	30%	210
Total			700

Technical Proposal Evaluation Form 1		Points obtainable
Expertise of the Firm/Organization		
1.1	Reputation of Organization and Staff / Credibility / Reliability / Industry Standing	40
1.2	Litigation and Arbitration history	15
1.3	General Organizational Capability which is likely to affect implementation <ul style="list-style-type: none"> - Financial stability (15 points) - holding company or one firm (10 points) - age/size of the firm (10 points) - strength of project management support (15 points) - project financing capacity (15 points) - project management controls (20 points) 	85
1.4	Extent to which any work would be subcontracted (subcontracting carries additional risks which may affect project implementation, but properly done it offers a chance to access specialised skills.)	15
1.5	Quality assurance procedures (The methodology to assure sustainable quality for services offered) for office cleaning	25

1.6	<p>Relevance of:</p> <p>1.6.1 Specialised Knowledge on office cleaning (30 points)</p> <p>1.6.2 Experience on office cleaning for the last three years (2013, 2012, 2011) (30 points)</p> <p>If the office area for which cleaning services have been provided for the last three years (2013, 2012, 2011) is;</p> <p>Less than 1,000 square meters : 0 points Between 1,000 -1500 square meters: 10 points Between 1,501 -3,000 square meters: 20 points More than 3,000 square meters: 30 points)</p> <p>1.6.3 Work for UNDP/ major multilateral/ or bilateral programmes/international organizations/companies (40 points)</p> <p>If the number of favorable reference letters from UNDP/ major multilateral/ or bilateral programmes/international organizations/companies for the last 3 years (2013, 2012, 2011) is;</p> <p>Less than 1: : 0 points Between 1-3: 20 points Between 3-5: 30 points More than 5: 40 points</p>	100
SUB-TOTAL FORM 1		280

Technical Proposal Evaluation Form 2		Points Obtainable
Proposed Methodology, Approach and Implementation Plan		
2.1	To what degree does the Proposer understand office cleaning?	30
2.2	Have the important aspects of office cleaning in a diplomatic environment been addressed in sufficient detail?	30
2.3	Are the different components of the project adequately weighted relative to one another?	30
2.4	Is the proposal based on a survey of the project environment and was this data input properly used in the preparation of the proposal?	30
2.5	Is the conceptual framework adopted appropriate for office cleaning in a diplomatic environment?	30
2.6	Is the scope of office cleaning well defined and does it correspond to the TOR?	30
2.7	Is the presentation clear and is the sequence of activities and the planning logical, realistic and promise efficient implementation of cleaning services at UN House?	30
SUB-TOTAL FORM 2		210

Technical Proposal Evaluation Form 3			Points Obtainable
Management Structure and Key Personnel			
3.1	Cleaning Supervisor/UN Focal Point		60
		Sub-Score	
	General Qualification	60	
	- Experience in diplomatic environments	20	
	- Professional Experience in office cleaning	20	
	- Language Qualifications	20	
3.2	Daily Cleaning Staff (Female)		75
	General Qualification	75	
	- Experience in diplomatic environments	30	
	- Professional Experience in office cleaning	35	
	- Language Qualifications	10	
3.3	Daily Cleaning staff (Male)		75
	General Qualification	75	
	- Experience in diplomatic environments	30	
	- Professional Experience in office cleaning	35	
	- Language Qualifications	10	
SUB-TOTAL FORM 2			210

Section-10 Template Forms

FORM	DESCRIPTION
L1	Litigation History
DS-1	Statement of Declaration for Eligibility in Tendering Process
SE-1	Similar Cleaning Services Experience for the last 3 years (2011, 2012, 2013)
LA-1	Letter of Acknowledgement

LITIGATION HISTORY

Please provide information on the history of litigation or arbitration resulting from contracts during the last 5 years or under execution.

Year	Litigation/Arbitration is AGAINST to (Legal Entity, Real Persons, etc)	Cause of Litigation & relevant details	Amount disputed (US\$)

Signature:

Date:

(Signed by the duly authorized representative of the Contractor)

STATEMENT OF DECLARATION
for
ELIGIBILITY IN TENDERING PROCESS

To:

United Nations Development Programme (UNDP)
Birlik Mahallesi 415. Cadde No: 11
Cankaya – ANKARA
TURKEY

Date:

This is to certify that we, the undersigned, is not legally barred/restricted to participate in the tendering process as per clauses of the Public Procurement Law no; 4734 and 4735 in Turkey or as per Procurement Laws effective in the country we are operating.

In case there would be some changes with respect to our compliance during the evaluation period, you will be promptly informed. In case, we, the undersigned, are selected as contractor, then we hereby agree and certify to provide you with the required official evidences/documentation. We hereby also agree that failure to provide official evidences/documentation constitutes a basis for rejection of our submission.

Name and Surname(s)

Stamp of Company
Signature(s)

EXPERIENCE ON SIMILAR CLEANING SERVICES

Form SE-1

Client Name	City/ Country	Contract Start Date	Contract End Date	Contract Amount (US\$)	Net Office Area for which cleaning services were provided (square meters)	Types of activities undertaken	Contact Details (Name, Phone, Email)

LETTER OF ACKNOWLEDGEMENT

Dear Sir/Madam,

Having examined the Solicitation Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, confirm that our company meets the requirements of the RFP issued by the UNDP Turkey Country Office, for provision of cleaning services at UN House, Ankara.

We confirm that we will submit a proposal until 7 May 2014 in response to the RFP dated 16.04.2014, Ref: UNDP-TUR-RFP-CS(CL)-2014/02.

Dated this day/month of year

Signature
