



REQUEST FOR PROPOSAL (RFP)

	DATE: April 22, 2016
	REFERENCE: Request for Proposal: “2016/14/RFP – Provision of Cleaning and other Support Services for UNDP and other UN Agencies at Key Plaza, Istanbul, Turkey”

Dear Sir / Madam:

We kindly request you to submit your Proposal for Cleaning and Support Services for the UNDP Regional Center in Istanbul.

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

Proposals should be submitted no later than, **Friday, 6th May, 2016, 15:00 hrs.** Istanbul Time via, courier mail to the address below:

United Nations Development Programme
Istanbul Regional Hub
Key Plaza, Abide-i Hürriyet Cad. Istiklal Sk.
No:11, Şişli 34381, Istanbul-Turkey 10th Floor
Attention: Mr. Murat Akin, Procurement Manager

Please confirm your interest to participate in this tender by sending an mail with the reference “2016/14/RFP – Provision of Cleaning and other Support Services for UNDP and other UN Agencies at Key Plaza, Istanbul, Turkey” to procurement.irh@undp.org preferably before Friday, 29th April, 2016, 15:00 hrs., Istanbul Time.

Your Proposal must be expressed in the English, and valid for a minimum period of 120 days.

In the course of preparing your Proposal, it shall remain your responsibility to ensure that it reaches the address above on or before the deadline. Proposals that are received by UNDP after the deadline indicated above, for whatever reason, shall not be considered for evaluation. If you are submitting your Proposal by email, kindly ensure that they are signed and in the .pdf format, and free from any virus or corrupted files.

Services proposed shall be reviewed and evaluated based on completeness and compliance of the Proposal and responsiveness with the requirements of the RFP and all other annexes providing details of UNDP requirements.

The Proposal that complies with all of the requirements, meets all the evaluation criteria and offers the best value for money shall be selected and awarded the contract. Any offer that does not meet the requirements shall be rejected.

Any discrepancy between the unit price and the total price shall be re-computed by UNDP, and the unit price shall prevail and the total price shall be corrected. If the Service Provider does not accept the final price based on UNDP's re-computation and correction of errors, its Proposal will be rejected.

No price variation due to escalation, inflation, fluctuation in exchange rates, or any other market factors shall be accepted by UNDP after it has received the Proposal. At the time of Award of Contract or Purchase Order, UNDP reserves the right to vary (increase or decrease) the quantity of services and/or goods, by up to a maximum twenty five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.

Any Contract or Purchase Order that will be issued as a result of this RFP shall be subject to the General Terms and Conditions attached hereto. The mere act of submission of a Proposal implies that the Service Provider accepts without question the General Terms and Conditions of UNDP, herein attached as Annex 3.

Please be advised that UNDP is not bound to accept any Proposal, nor award a contract or Purchase Order, nor be responsible for any costs associated with a Service Providers preparation and submission of a Proposal, regardless of the outcome or the manner of conducting the selection process.

UNDP's vendor protest procedure is intended to afford an opportunity to appeal for persons or firms not awarded a Purchase Order or Contract in a competitive procurement process. In the event that you believe you have not been fairly treated, you can find detailed information about vendor protest procedures in the following link:

<http://www.undp.org/content/undp/en/home/operations/procurement/protestandsanctions/>

UNDP encourages every prospective Service Provider to prevent and avoid conflicts of interest, by disclosing to UNDP if you, or any of your affiliates or personnel, were involved in the preparation of the requirements, design, cost estimates, and other information used in this RFP.

UNDP implements a zero tolerance on fraud and other proscribed practices, and is committed to preventing, identifying and addressing all such acts and practices against UNDP, as well as third parties involved in UNDP activities. UNDP expects its Service Providers to adhere to the UN Supplier Code of Conduct found in this link : http://www.un.org/depts/ptd/pdf/conduct_english.pdf

Thank you and we look forward to receiving your Proposal.

Sincerely yours,



Andrey Pogrebnyak, Operations Manager,
Friday, 22nd April 2016

Description of Requirements

Brief Description of the Required Services	Provision for Cleaning and Other Support Services for UNDP and other UN Agencies at Key Plaza, Istanbul, Turkey
Title of Services/Work:	“Provision, Cleaning and Other Support Services for UNDP and Other UN Agencies at Key Plaza” which will be located in the 5 th , 6 th , 8 th , 10 th , 11 th , 12 th , and 13 th floor of Key Plaza, Sisli, Istanbul
Deadline of Submission	Date and Time : May 6, 2016 3:00 PM
Person to Supervise the Work/Performance of the Service Provider	<i>Common Premises Services Coordinator</i>
Frequency of Reporting	<i>Monthly</i>
Location of work	<input checked="" type="checkbox"/> UNDP Premises: Key Plaza (Floors: 5, 6, 8, 10, 11, 12 & 13); Abide-i Hürriyet Cd. İstiklal Sk. No/11, Şişli, 34381, Istanbul
Expected duration of work	1 (one) Year with possibility of extension for an additional 2 (two) years
Target start date	15 July 2016
Latest completion date	16 July 2019
Special Security Requirements	<input checked="" type="checkbox"/> Security Clearance from UNDP Before deployment of any regular staff for UNDP, the contractor will provide CV (s) of the concerned staff to the UNDP offices for clearance. Only the person(s) who will be cleared by the UNDP will be acceptable for deployment.
Implementation Schedule indicating breakdown and timing of activities/sub-activities	<input checked="" type="checkbox"/> Required
Names and CV's of individuals who will be involved in services	<input checked="" type="checkbox"/> Required
Currency of Proposal	<input checked="" type="checkbox"/> Turkish Lira
Value Added Tax on Price Proposal	<input checked="" type="checkbox"/> must be exclusive of VAT and other applicable indirect taxes
Validity Period of Proposals (Counting for the last day of submission of quotes)	<input checked="" type="checkbox"/> 120 days In exceptional circumstances, UNDP may request the Proposer to extend the validity of the Proposal beyond what has been initially indicated in this RFP. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Proposal.

Partial Quotes	<input checked="" type="checkbox"/> Not permitted
Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment	<i>Common Premises Services Coordinator</i>
Type of Contract to be Signed	<input checked="" type="checkbox"/> Long-Term Agreement ¹
Criteria for Contract Award	<input checked="" type="checkbox"/> Highest Combined Score (based on the 60% technical offer and 40% price weight distribution) <input checked="" type="checkbox"/> Full acceptance of the UNDP Contract General Terms and Conditions (GTC). This is a mandatory criteria and cannot be deleted regardless of the nature of services required. Non acceptance of the GTC may be grounds for the rejection of the Proposal.
Criteria for the Assessment of Proposal	<input checked="" type="checkbox"/> Combined Scoring Method, using 60%-40% distribution for technical and financial proposals, respectively, where minimum passing score of technical proposal is 70% (420 points). <u>Technical Proposal (60%)</u> <input checked="" type="checkbox"/> Expertise of the Firm <input checked="" type="checkbox"/> Proposed Methodology, Approach and Implementation Plan <input checked="" type="checkbox"/> Management Structure and Qualification of Key Personnel <u>Financial Proposal (40%)</u> To be computed as a ratio of the Proposal's offer to the lowest price among the proposals received by UNDP.
Evaluation method to be used in selecting the most responsive Proposal	Combined Scoring Method, using the 60%-40% distribution for technical and financial proposals, respectively The formula for the combined scoring method shall be : $p = y (x/z)$ Where: p = points for the financial proposal being evaluated y = maximum number of points for the financial proposal x = price of the lowest priced proposal z = price of proposal being evaluated
UNDP will award the contract to:	<input checked="" type="checkbox"/> One or more Service Providers, depending on the following factors: UNDP shall award the contract to the bidder achieving the highest cumulative score.

¹ Minimum of one (1) year period and may be extended up to a maximum of three (3) years subject to satisfactory performance evaluation.

	If UNDP, at its own discretion is not satisfied with the services delivered for three (3) months consecutively, reserves the right to cancel the contract and approach the second highest scoring bidder to award the contract.
Annexes to this RFP	<input checked="" type="checkbox"/> Form for Submission of Proposal (Annex 2) <input checked="" type="checkbox"/> Detailed Terms of Reference (Annex 3) <input checked="" type="checkbox"/> Form for Submission of Financial Proposal (Annex 4) – THIS MUST BE SUBMITTED IN A SEPARATE ENVELOPE <input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 5) ² In addition to two hard copies, please also provide all the information on CD-R (two separate CDs are required for technical proposal and financial proposal). Financial and technical offers must be submitted separately in a clearly marked envelopes (“Financial Offer”, “Technical Offer”, with CDs inside). It is also required to clearly mark the submission envelope with the tender reference number.
Contact Person for Inquiries (Written inquiries only) ³	<p><i>Mr. Murat Akin</i> <i>Procurement Manager</i> Procurement.irh@undp.org</p> <p>Any delay in UNDP’s response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers.</p>
Deadline for submitting requests for clarifications/ questions	<p>7 (Seven) days prior to the bid submission deadline</p> <p>Responses to all requests for clarifications will be sent to prospective bidders directly via email and posted on relevant websites latest 4 (four) days before the bid submission deadline.</p>
Language of the Proposal:	<input checked="" type="checkbox"/> English <input checked="" type="checkbox"/> Others: Turkish

² Service Providers are alerted that non-acceptance of the terms of the General Terms and Conditions (GTC) may be grounds for disqualification from this procurement process.

³ This contact person and address is officially designated by UNDP. If inquiries are sent to other person/s or address/es, even if they are UNDP staff, UNDP shall have no obligation to respond nor can UNDP confirm that the query was received.

Required Documents that must be Submitted to Establish Qualification of Proposers (In “Certified True Copy” form only)	<ul style="list-style-type: none"> ☒ Company Profile, which should <u>not</u> exceed fifteen (15) pages, including printed brochures and product catalogues relevant to the goods/services being procured ☒ Tax Registration/Payment Certificate issued by the Internal Revenue Authority evidencing that the Bidder is updated with its tax payment obligations ☒ Certificate of Registration of the business, including Articles of Incorporation, or equivalent document if Bidder is not a corporation ☒ Trade name registration papers ☒ Local Government permit to locate and operate in the current location of office ☒ Quality Certificate (e.g., ISO, etc.) and/or other similar certificates, accreditations, awards and citations received by the Bidder, if any ☒ Environmental Compliance Certificates, Accreditations, Markings/Labels, and other evidences of the Bidder’s practices which contributes to the ecological sustainability and reduction of adverse environmental impact (e.g., use of non-toxic substances, recycled raw materials, energy-efficient equipment, reduced carbon emission, etc.), in its business practices ☒ Latest Financial Statement (Income Statement and Balance Sheet) including independently reviewed Report for the past <i>Three (3) years</i> ☒ Statement of Satisfactory Performance from the Top Three (3) Clients in terms of Contract Value the past <i>Three (3) years</i> ☒ List of Bank References (Name of Bank, Location, Contact Person and Contact Details) ☒ All information regarding any past and current litigation during the last three (3) years, in which the bidder is involved, indicating the parties concerned, the subject of the litigation, the amounts involved, and the final resolution if already concluded.
Post-Qualification Actions	<ul style="list-style-type: none"> ☒ Verification of accuracy, correctness and authenticity of the information provided by the bidder on the legal, technical and financial documents submitted; ☒ Validation of extent of compliance to the RFP requirements and evaluation criteria based on what has so far been found by the evaluation team; ☒ Inquiry and reference checking with Government entities with jurisdiction on the bidder, or any other entity that may have done business with the bidder; ☒ Inquiry and reference checking with other previous clients on the quality of performance on ongoing or previous contracts completed;
Criteria for Evaluation of Proposal	<i>(see tables below)</i>

Summary of Technical Proposal Evaluation Forms		Score Weight	Points Obtainable
1.	Expertise of Firm / Organization	15%	150
2.	Proposed Methodology, Approach and Implementation Plan	24%	240
3.	Management Structure and Key Personnel	21%	210
Total			600

Technical Proposal Evaluation Form 1		Points obtainable
Expertise of the Firm/Organization		
1.1	Reputation of Organization and Staff / Credibility / Reliability / Industry Standing	20
1.2	General Organizational Capability which is likely to affect implementation <ul style="list-style-type: none"> - Financial stability - loose consortium, holding company or one firm - age/size of the firm - strength of project management support - project financing capacity - project management controls 	40
1.3	Servicing companies of 100 or more employees	10
1.4	Quality assurance procedures, warranty	15
1.5	Relevance of: <ul style="list-style-type: none"> - Specialized Knowledge - Experience on Similar Projects Work for UN/ major Multinational	65
		150

Technical Proposal Evaluation Form 2		Points Obtainable
Proposed Methodology, Approach and Implementation Plan		
2.1	To what degree does the Proposer understand the task?	30
2.2	Have the important aspects of the task been addressed in sufficient detail?	15
2.3	Are the different components of the project adequately weighted relative to one another?	10
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?	15
2.5	Is the conceptual framework adopted appropriate for the task?	40
2.6	Is the scope of task well defined and does it correspond to the TOR?	80
2.7	Is the presentation clear and is the sequence of activities and the planning logical, realistic and promise efficient implementation to the project?	50
		240

Technical Proposal Evaluation Form 3				Points Obtainable
Management Structure and Key Personnel				
3.1	Supervisor			80
			Sub-Score	
	General Qualification		60	
	Suitability for the Project			
	- Experience with large companies 100 plus employees	20		
	- Training Experience	15		
	- Professional Experience in the area of specialization	25		
	-			
	- Language Qualifications	20		
		80		
3.2	Cleaning Staff (per cleaning person 25 points)			100
			Sub-Score	
	General Qualification		30	
	Suitability for the Project			
	- Awareness of safety/health procedures	5		
	- Training Experience	5		
	- Professional Experience in the area of specialization	10		
	- Language Qualifications	5		
		25		
3.3	Catering and Messenger Staff			30
			Sub-Score	
	General Qualification		20	
	Suitability for the Project			
	- Awareness of safety/health procedures	5		
	- Training Experience	5		
	- Professional Experience in the area of specialization	10		
	- Language Qualification	5		
		25		
	Total Part 3			210

FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL⁴***(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery⁵)***

[insert: Location].

[insert: Date]

To: Murat Akin, Procurement Manager

Dear Sir/Madam:

We, the undersigned, hereby offer to render the following services to UNDP in conformity with the requirements defined in the RFP dated [specify date] , and all of its attachments, as well as the provisions of the UNDP General Contract Terms and Conditions :

A. Qualifications of the Service Provider

The Service Provider must describe and explain how and why they are the best entity that can deliver the requirements of UNDP by indicating the following:

- a) Profile – describing the nature of business, field of expertise, licenses, certifications, accreditations;*
- b) Business Licenses – Registration Papers, Tax Payment Certification, etc.*
- c) Latest Audited Financial Statement – income statement and balance sheet to indicate its financial stability, liquidity, credit standing, and market reputation, etc. ;*
- d) Track Record – list of clients for similar services as those required by UNDP, indicating description of contract scope, contract duration, contract value, contact references;*
- e) Certificates and Accreditation – including Quality Certificates, Patent Registrations, Environmental Sustainability Certificates, etc.*
- f) Written Self-Declaration that the company is not in the UN Security Council 1267/1989 List, UN Procurement Division List or Other UN Ineligibility List.*

B. Proposed Methodology for the Completion of Services

The Service Provider must describe how it will address/deliver the demands of the RFP; providing a detailed description of the essential performance characteristics, reporting conditions and quality assurance mechanisms that will be put in place, while demonstrating that the proposed methodology will be appropriate to the local conditions and context of the work.

C. Qualifications of Key Personnel

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

- a) Names and qualifications of the key personnel that will perform the services indicating who is Team Leader, who are supporting, etc.;*
- b) CVs demonstrating qualifications must be submitted if required by the RFP; and*
- c) Written confirmation from each personnel that they are available for the entire duration of the contract.*

⁴ This serves as a guide to the Service Provider in preparing the Proposal.

⁵ Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

TERMS OF REFERENCE

**Provision of Cleaning and other Support Services for UNDP and other UN Agencies
at Key Plaza, Istanbul, Turkey**

A. LOCATION AND OFFICE SPACES:

UNDP Regional Centre for Europe and the CIS (and other UN Agencies) located at:
Key Plaza (Floors: 5, 6, 8, 10, 11, 12 & 13); Abide-i Hürriyet Cd. İstiklal Sk. No/11, Şişli, 34381, Istanbul

- Total square meter: 5,992 sqm (approx. 850 sqm/floor)
- Total area of carpet covering: 3,718 sqm (approx.. 531 sqm/floor)
- Total area of marble floors: 57,4 sqm (approx. 8.2 sqm/floor)
- Total area of ceramic floors: 189 sqm (approx. 27 sqm/floor)
- Total area of windows (inside the office): 1,190 sqm (approx. 170 sqm/floor)
- Total area of glass partitions:
 - Glass partition: 888 sqm
 - Double surface: 1,776 sqm
- Required period of quotation validity: 90 days from the submission of deadline.
- Total number of WCs: 21 (3 per floor) 189 sqm (approx. 27 sqm/floor)
- Total number of kitchens: 7 (1 per floor) 57.4 sqm (approx. 8.2 sqm/floor)

B. CONTRACT PERIOD:

The initial contract will be valid for one year 1 year⁶ (15 July 2016 – 15 July 2017) renewable for an additional 2 years (subject to satisfactory performance evaluation and the needs of UNDP). Should the contract be extended beyond the first year UNDP may consider negotiating a cost increase (or decrease) based on the Consumer Price Index (CPI) announced by the Republic of Turkey for that year.

C. REQUIREMENTS:

1. The Service provider will provide two males and two female staff during the weekdays (Monday to Friday) for *daily cleaning services, messenger/maintenance services, and catering services between 08:00-18:00 hrs.* Basic English language skills is an asset.
 - a. One staff schedule (female) to work from 08:00 – 17:00 hrs.
 - b. Two staff schedule (two males) to be from 09:00 – 18:00 hrs
 - c. One female staff schedules from 09:00 – 18:00 hrs (Dedicated to work on Floor 8, UN Women).

Note: during the lunch break it is important to ensure that at least 2 persons are present in the office thus to ensure uninterrupted services provision and cleanliness of the premises.

2. The Bidder will provide a crew for *daily cleaning services between 18:00-21:00hrs* from Monday to Friday.
3. All staff who will work in UN's premises shall be the employee of the Bidder, must wear uniforms, and ID card while on duty.
4. UNDP has the right to change the working hours of the above mentioned staff (i.e. if there is a big conference starting at 08:30 hrs. UNDP will request for the two cleaning staff to arrive early or the

⁶ If UNDP, at its own discretion is not satisfied with the services delivered for three (3) months consecutively, reserves the right to cancel the contract and approach the second highest scoring bidder to award the contract.

messenger staff if need be).

5. The staff should be a proper fit-for-work health status. The staff cannot be a minor (below 18 y.o).
6. The company shall ensure that it is properly insured thus UNDP is exempt from any type of third party claims. The identified cleaning staff must be properly insured in the event of accidents, a copy of the insurance must be presented per each identified person. In addition, copies of CVs, passport and identity card, as well as police report proving the absence of criminal records should be submitted upon selection of the company.
7. The company should ensure safety and security of the UN property ensuring highest standards or integrity of company's personnel.
8. **TRAINING:** All cleaning staff must be regularly trained for the various tasks. This training should cover all environmental practices, occupational health, safety policies, and the implementation of the work instructions.
9. **SERVICES SUPERVISOR:** A facility manager, foreman/forewoman or coordinator, should be nominated to organize and supervise the cleaning. The supervisor does not necessarily need to be part of the staff that will be deployed to work at UNDP premises. The appointed person should stay in contact with the UNDP (UNDP) in order to discuss the work instructions and solve any problems that may arise as a result of implementing any new cleaning methods. The facility manager, foreman/forewoman or coordinator, must be sufficiently qualified in the fields of occupational health and safety standards and environmental issues. The supervisor should regularly inspect the techniques employed by cleaning staff to ensure the work instructions are complied with.
10. **CLEANING PRODUCTS:** Use of environmentally friendly cleaning products.
11. **SUSTAINABLE CLEANING PRACTICES AND EQUIPMENT:** minimal amount of cleaning chemicals, water and electricity and reduce the impact of cleaning on indoor air quality. Contractor should replace all its broken equipment, i.e. vacuum cleaners, immediately to ensure uninterrupted provision of services.
12. **WASTE DISPOSAL:** Cleaning product containers should be disposed of, reused or recycled appropriately according to their instructions and the hazardous waste laws of Turkey.
13. **SAFE WORKING ENVIRONMENT FOR CLEANING CREW:** The service provider must provide a safe working environment for cleaning staff. This must include appropriate storage, labeling, handling and disposal of chemicals; First aid and accident arrangements; Occupational health and safety training for staff; regular equipment maintenance; a process for reporting and fixing hazards and accidents.
14. **RECYCLING:** The service provider will be committed to supporting the basic recycling initiatives of UNDP. Responsibilities will include separating paper from other waste, maintenance of recycling bins in office kitchen (cleaning the materials, such as milk cartons, disposed of in the bins, and keeping the bins themselves clean). The service provider will develop a system and roster for recycling other waste, such as cans, glass, plastic, batteries, and cartridges, in collaboration with the Greening Team. If the service provider can also facilitate the regular removal of the materials for recycling this would be highly favorable.
15. **FUMIGATION:** On a regular interval or when required, effective fumigation treatment against cockroaches, ants, rats, mice, spiders, etc. should be applied. No human health-hazard chemicals/materials should be used.

D. SUPPLY OF CONSUMABLES

The Contractor will be responsible for adequate supply of cleaning and kitchen consumables. The UNDP will cover the **actual costs** of the consumables to the contractor on a monthly basis based on detailed breakdown of items purchased (UNDP expects the unit rates to be below market prices due to economies of scale enjoyed by the service provider). In case the expected costs will be much higher than monthly average – the contractor is asked to obtain prior approval from the contracting authority), that include but not limited to:

- a) Cleaning equipment: vacuum cleaner, carpet washing machine, buckets, mops, cloths, workers' uniforms, name tags, brooms, dustpan, gloves, brushes, duster cloths, garbage bags, and any other required equipment.
- b) Cleaning detergents, including all-purpose cleaners, glass cleaner, brass cleaner, toilet disinfectant, bleach, wax-removing detergent, dish-washing detergent (tablets), washing powder, toilet paper, soap, hand sanitizers, etc.
- c) Sanitary equipment: the Contractor must supply all sanitary equipment and consumables; in addition to soap dispensers, paper-towels dispensers, toilet-seat wipes, sanitary bins, 2-ply toilet paper rolls, etc.
- d) Kitchen consumables: paper towels, kitchen napkins, plastic drinking cups

Materials, Equipment, Machinery

The cleaning materials, chemicals and consumable cleaning materials like paper towels, tissues, soap, odors, dishwasher detergent (tablets) will be supplied by the Contractor and shall bear TSE mark on it and shall be well known brands in the market. The Organization has the right to reject the cleaning materials which it deems do not conform the required standards.

E. REPORTING:

- Monthly invoicing and reporting
- Report on all encountered broken items (immediately)

F. SCOPE OF WORK:

a) Daily Cleaning Requirements:

i. Day time Shift:

- Remove fingerprints on vertical surfaces (doors around handles, switches, etc.)
- Spot clean all glass doors; polish mirrors
- Clean doormats in all entry points
- Clean water dispensers
- Water plants in common areas and management offices
- Gather up cups, dishes, and bottles from offices (throughout the day)
- Lavatories:
 - Clean and disinfect all fixtures (wash basins, toilets, urinals, mirrors)
 - Refill paper towel, toilet paper, soap dispensers, disinfectants and odor killers when required
 - Make periodical checks/cleaning to the lavatories during working hours
- Kitchen Areas:
 - Clean and disinfect all fixtures (wash basins)
 - Wash and maintain clean counter surfaces

- Clean kitchen appliances (refrigerator, oven, stove, microwave, toaster, coffee machines)
- Wash dishes/cups and other utensils brought to kitchen (for office and staff)

ii. Evening Shift:

- Clean all office areas, meeting rooms, corridors and entrance to all floors
- Empty waste receptacles and replace the plastic bags
- Dust all areas within high-hand reach, including windowsills, walls ledges, baseboards, filing cabinets, book-shelves, radiators, charts, bulletin boards, and pictures
- Dust and wipe desks (reception area, common areas, and offices)
- Dust and wipe all conference rooms tables and chairs
- Sweep, wipe, and dry all stone, tile, linoleum, and marble floors
- Vacuum all carpeted area
- Remove fingerprints on vertical surfaces (doors around handles, switches, etc.)
- Spot clean all glass doors; polish mirrors
- Clean doormats in all entry points
- Clean all entry glass doors (to the floors; to the offices)
- Dust office equipment like photocopy machines, faxes, printers, computer screens, etc.
- Gather up cups, dishes, and bottles from offices (while night shift)
- Place trash in securely closed plastic bags and leave in a designated storage area outside the office premises
- Lavatories:
 - Clean and disinfect all fixtures (wash basins, toilets, urinals, mirrors)
 - Mop, rinse, and dry all floors
- Kitchen Areas:
 - Clean and disinfect all fixtures (wash basins)
 - Clean kitchen appliances (refrigerator, oven, stove, microwave, toaster, coffee machines)
 - Mop, rinse, and dry all floors
 - Wash dishes/cups and other utensils brought to kitchen (for office and staff)

iii. Weekly Cleaning Requirements:

- Clean all glass partitions
- Remove spider webs and dust fluffs
- Clean all chairs, armchairs, and couches
- Polish all wooden furniture surfaces and legs (coffee tables, table tops)
- Dust glass mosaics
- Vacuum textile surfaces, less accessible sites as well
- Remove spot marks on carpets and walls
- Clean fire escape routes (emergency exit stairs)

iv. Monthly Cleaning:

- Dust blinds and all other dusty areas (ledges, pipes, moldings, bookshelves, etc.) beyond high-hand reach area
- Wash and dry inside windows

v. Every Three Months:

- Clean and sweep storage rooms in basement

vi. Every Six Months:

- Steam or wash all the carpets by machinery

b) DAILY MESSENGER/MAINTENANCE SERVICES:

- Set up conference, training rooms
- Set up material desks during workshops
- Move boxes in storage area as requested
- Move boxes/materials between offices as requested
- Arrange material in order of delivery
- Receive mail and administrative material previously separated according to routes
- Deliver material by office number, code, individual name, or organizational unit
- Occasionally, make special trips to offices, outside the building, to pick up or deliver special mail or materials; or to deliver or pick up classified material (specific special instructions are usually provided for each special trip of this type).
- Receive DHL or any other courier services from the building.

c) CATERING SERVICES:

- Provide tea/coffee services to guests through the day
- Provide coffee/tea services during meetings, trainings, and workshops organized in UNDP premises
- Set up cafeteria for any event organized during meetings, trainings, workshops or special events
- Clean workshop, training, and conference areas in between meetings
- Help with the seating arrangements as per UNDP request/guidance
- Support setting up materials desk if needed

G. PAYMENT FOR CONTRACTOR SERVICES:

1. An original invoice shall be submitted (faxed invoice will not be accepted) by the contractor for each payment under the signed contract to UNDP contract administrator on the first week of every month.
2. Expendable items shall be invoiced separately on a monthly basis. UNDP at its discretion will perform checks of the expended items
3. UNDP is VAT exempt and thus all invoices are without VAT.
4. The contract Administrator verifies the services rendered by the contractor before certifying any invoice for payment.

H. CONTRACTOR:

1. The Contractor should be a registered company in Turkey having at least 3 years in similar business, servicing companies with 100 (one hundred or more) employees
2. The Contractor shall have an office in Istanbul and should have a good background to implement the above.
3. The Contractor shall be financially sound to deploy their regular staff at UNDP offices (casual labor will not be accepted), supply of required materials on regular basis, payment of staff salary/allowances on time (within the 1st week of the following month) irrespective of payment received from UNDP.
4. The Contractor shall accept to sign and obey UNDP standard contract and general conditions.
5. The Contractor shall not employ any child labor and the salary of the staff should be more than the minimum wages as per government rules. In addition to paying above minimum wages, the contractor must provide increase in salary in correlation to the increases of minimum wages done by the government. The costs for such an increase shall be documented and submitted to UNDP
6. The Contractor shall provide all social benefits to the deployed staff; such as vacation, insurance, sick days (in the event of sick days) in accordance with relevant Turkish labor legislation.

7. The Contractor will be made responsible for any theft case (which by evidence refers to the involvement of its personnel).

I. NOTES:

1. Before deployment of any regular staff for UNDP, the contractor will provide CV (s) of the concerned staff to the UNDP offices for clearance. Only the person(s) who will be cleared by the UNDP will be acceptable for deployment.
2. If need arises from time to time, at the request of UNDP, the Contractor shall have to provide additional support staff, such as messenger services, pantry services on ad-hoc basis to render specific job. In such a case, the unit prices as quoted by the contractor for the tender will apply.
3. During the contract period, if other UN Agencies rent spaces at the Key Plaza Building, the Contractor will have to render cleaning services for those UN Agencies also, by deploying additional staff, including supply of required cleaning materials under the same contract. In that case, costs for the additional floor space will be charged proportionately and according to the number of cleaners needed.

Financial Proposal Form⁷

THIS MUST BE SUBMITTED IN A SEPARATE ENVELOPE

(the below tables must be filled in and submitted in a separate sealed envelope:

The Proposer is required to prepare the Financial Proposal in an envelope separate from the rest of the RFP as indicated in the Instruction to Proposers.

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

STATEMENT OF SERVICES AND RELEVANT COSTS

Table 1.

Type of Service	Number of Personnel Required	Unit Cost (TL) Monthly
Services Supervisor (In accordance with Section 9 of the Terms of Reference)	*	
Daily Full Time Staff (Cleaning/Catering)	3	
Daily Full Time Staff (messenger/maintenance services)	1	
Daily Part Time Cleaning Staff (crew for <i>daily cleaning services between 18:00 - 21:00hrs</i>)	6	
TOTAL		

Table 2.

Type of Service	Number of Personnel Required	Number of hours per month	Unit Cost (TL) per hour	Total Cost (TL) per month
Services Supervisor	*			
Daily Full Time Staff (Cleaning/Catering)	3			
Daily Full Time Staff (messenger/maintenance services)	1			
Daily Part Time Cleaning Staff (crew for <i>daily cleaning services between 18:00- 21:00hrs</i>)	6			
Other related costs (please specify)				
GRAND TOTAL (TL)				

* Please leave blank if the role of “Services Supervisor” will be performed by one of the staff proposed for another role.

⁷ No deletion or modification may be made in this form. Any such deletion or modification may lead to the rejection of the Proposal.

Table 3 – Estimation of Consumable expenditures
(Please refer to Section D of Annex 3-TOR titled: “SUPPLY OF CONSUMABLES”)

		(A)	(B)	(A)x(B)
CLEANING MATERIALS PRICE LIST	Unit of Measure	Estimated annual consumption	Unit cost in TRY	Total Cost in TRY
Bleach (camasir suyu) 5kg	1 piece	32		
Table Surface cleaning ecological (Ekolojik yuzey tem, masa) 5 kg	1 piece	10		
Bin Bag (Orta-Medium boy cop poseti)	1 box (koli)	22		
Bin Bag (Jumbo boy cop poseti)	1 box (koli)	28		
Z paper towell (Z katlama havlu) 180	1 box of 180	190		
Sponge (Bulasik sungeri)	1 piece	46		
Toilet paper (24)	1 box of 24	12		
Toilet paper (48)	1 box of 48	114		
Roll paper towell (Rulo havlu kagit 24)	1 box of 24	77		
Glass cleaner (Cam Sil) 5 kg	1 piece	2		
Dishwasher tablet (Bulasik tableti) 50	1 box of 50	70		
Microfiber cleaning cloth (Mikrofiber bez)	1 piece	86		
Vileda Mob Set (Vileda takimi)	1 piece	7		
Glass Rubber (Cam Lastigi) 45 cm	1 piece	10		
Scented Sticks (Kokulu Cubuk)	1 piece	334		
General cleaning (Genel temizlik) 5 kg	1 piece	8		
Multi-purpose cleaning- ecological, kitchen (Genel temizlik, mutfak yuzey) 1 kg	1 piece	12		
Multi-purpspose cleaning-ecological, suface (Genel temizlik, parlak yuzey) 5kg	1 piece	20		
Wood cleaner (Ahsap temizleyici) 5 kg	1 piece	5		
Kosla Carpet Cleaner 750 ml	1 piece	30		
Toilet surface cleaner (Tuvalet yuzey temizleyici) 1 kg	1 piece	65		
Toilet cleaner ecological (Tuvalet yuzey tem) 750 ml	1 piece	60		
Sterile gloves (Steril eldiven)	1 pack	30		
Electric vacuum cleaner bag (supurge torbasi)	1 piece	12		
Hand sourer (Bulasik teli)	1 piece	5		
Room scent (Oda parfumu) 5 kg	1 piece	1		
CIF Cream Cleaner (Cif Krem) 500 ml	1 piece	24		
Lime remover (Kirec sokucu) 5kg	1 piece	3		
Hand Soap (El sabunu) 5kg	1 piece	18		
Dishwashing liquid 5kg (Bulasik deterjani)	1 piece	4		
Dishwasher shiner 750 ml (Bulasik makinesi parlatici)	1 piece	6		
Big plastic waste bins	1 piece	4		
Wall urinal scents (Pisuvlar kokuluk)	1 piece	10		
Dish washing gloves	1 pair	5		
Disinfectant liquid for hands (El dezenfektani) 5 kg	1 piece	10		
ESTIMATED TOTAL ANNUAL CONSUMABLE COST				TRY

Table 4 – Unit rates for Additional Services

<i>ADDITIONAL SERVICES (that may be requested on ad-hoc basis)</i>	Unit of Measure	Estimated annual consumption	Unit Cost in TRY
<i>Carpet cleaning price per square meter</i>	<i>1 square meter</i>	<i>As may be required</i>	
<i>Leather Seat and chair cleaning (with machine)</i>	<i>Per piece</i>	<i>As may be required</i>	
<i>Insect disinfection</i>	<i>1 floor 800 sm</i>	<i>4 times a year</i>	

General Terms and Conditions for Services

1.0 LEGAL STATUS:

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

2.0 SOURCE OF INSTRUCTIONS:

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

3.0 CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES:

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

4.0 ASSIGNMENT:

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

5.0 SUB-CONTRACTING:

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

6.0 OFFICIALS NOT TO BENEFIT:

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

7.0 INDEMNIFICATION:

The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, UNDP, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Contractor, or the Contractor's employees, officers, agents or sub-contractors, in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the

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

8.0 INSURANCE AND LIABILITIES TO THIRD PARTIES:

- 8.1** The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.
- 8.2** The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or the equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract.
- 8.3** The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.
- 8.4** Except for the workmen's compensation insurance, the insurance policies under this Article shall:
 - 8.4.1** Name UNDP as additional insured;
 - 8.4.2** Include a waiver of subrogation of the Contractor's rights to the insurance carrier against the UNDP;
 - 8.4.3** Provide that the UNDP shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.
- 8.5** The Contractor shall, upon request, provide the UNDP with satisfactory evidence of the insurance required under this Article.

9.0 ENCUMBRANCES/LIENS:

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

10.0 TITLE TO EQUIPMENT:

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

11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

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

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

- 11.2** To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, the UNDP does not and shall not claim any ownership interest thereto, and the Contractor grants to the UNDP a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.
- 11.3** At the request of the UNDP; the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to the UNDP in compliance with the requirements of the applicable law and of the Contract.
- 11.4** Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract shall be the property of the UNDP, shall be made available for use or inspection by the UNDP at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNDP authorized officials on completion of work under the Contract.

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

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

13.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:

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

- 13.1** The recipient ("Recipient") of such information shall:
 - 13.1.1** use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate; and,
 - 13.1.2** use the Discloser's Information solely for the purpose for which it was disclosed.
- 13.2** Provided that the Recipient has a written agreement with the following persons or entities requiring them to treat the Information confidential in accordance with the Contract and this Article 13, the Recipient may disclose Information to:
 - 13.2.1** any other party with the Discloser's prior written consent; and,

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

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

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

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

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

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

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

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

14.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

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

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

- 14.3** Force majeure as used in this Article means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force.
- 14.4** The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in or for any areas in which the UNDP is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas or to any incidents of civil unrest occurring in such areas shall not, in and of itself, constitute force majeure under the Contract..

15.0 TERMINATION

- 15.1** Either party may terminate this Contract for cause, in whole or in part, upon thirty (30) days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16.2 ("Arbitration"), below, shall not be deemed a termination of this Contract.
- 15.2** UNDP reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case UNDP shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.
- 15.3** In the event of any termination by UNDP under this Article, no payment shall be due from UNDP to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract.
- 15.4** Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, the UNDP may, without prejudice to any other right or remedy it may have under the terms of these conditions, terminate this Contract forthwith. The Contractor shall immediately inform the UNDP of the occurrence of any of the above events.

16.0 SETTLEMENT OF DISPUTES

- 16.1 Amicable Settlement:** The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of this Contract or the breach, termination or invalidity thereof. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the parties.
- 16.2 Arbitration:** Any dispute, controversy, or claim between the Parties arising out of the Contract or the breach, termination, or invalidity thereof, unless settled amicably under Article 16.1, above, within sixty (60) days after receipt by one Party of the other Party's written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. For all evidentiary questions, the arbitral tribunal shall be guided by the Supplementary Rules Governing the Presentation and Reception of Evidence in International Commercial Arbitration of the International Bar Association, 28 May 1983 edition. The arbitral tribunal shall be empowered to order the return or destruction of

goods or any property, whether tangible or intangible, or of any confidential information provided under the Contract, order the termination of the Contract, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Contract, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 ("Interim Measures of Protection") and Article 32 ("Form and Effect of the Award") of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Contract, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate ("LIBOR") then prevailing, and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.

17.0 PRIVILEGES AND IMMUNITIES:

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

18.0 TAX EXEMPTION

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

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

19.0 CHILD LABOUR

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

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

20.0 MINES:

20.1 The Contractor represents and warrants that neither it nor any of its suppliers is actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in

the manufacture of Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.

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

21.0 OBSERVANCE OF THE LAW:

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

22.0 SEXUAL EXPLOITATION:

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

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

23.0 AUTHORITY TO MODIFY:

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