



REQUEST FOR PROPOSAL (RFP) (Provision of Cleaning Services)

NAME & ADDRESS OF FIRM	DATE: May 17, 2016
	REFERENCE: RFP/UNDP/05-01

Dear Sir / Madam:

We kindly request you to submit your Proposal for **Provision of Cleaning Services**.

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

Proposals may be submitted on or before **Sunday, June 05, 2016** and via email, courier mail or fax to the address below:

United Nations Development Programme
Residence les Ambassadeurs Bloc A, 4th floor, Cite les Pins Iac II Tunis, Tunisia
Attn: Procurement Unit, UNDP Libya
Procurement.ly@undp.org

Your Proposal must be expressed in the English, and valid for a minimum period of 90 days

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

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

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

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

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

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

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

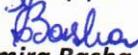
UNDP's vendor protest procedure is intended to afford an opportunity to appeal for persons or firms not awarded a Purchase Order or Contract in a competitive procurement process. In the event that you believe you have not been fairly treated, you can find detailed information about vendor protest procedures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

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,


Ermira Basha

Operations/HR Specialist, UNDP Libya

5/17/2016

Description of Requirements

Context of the Requirement	Cleaning Services for UNDP Libya, based at Tunis, Tunisia
Implementing Partner of UNDP	N/A
Brief Description of the Required Services ¹	Please see Annex 2 the TOR (Terms of Reference)
List and Description of Expected Outputs to be Delivered	Please see information in TOR
Person to Supervise the Work/Performance of the Service Provider	Please see information in TOR
Frequency of Reporting	Please see information in TOR
Progress Reporting Requirements	Please see information in TOR
Location of work	Residence les Ambassadeurs Bloc A, 4th floor, Cite les Pins lac II Tunis, Tunisia
Expected duration of work	One Year with possible extension to the 2nd year
Target start date	01 July 2016
Latest completion date	Two Years after the start of service.
Travels Expected	N/A
Special Security Requirements	Please see information in TOR
Facilities to be Provided by UNDP (i.e., must be excluded from Price Proposal)	Please see information in TOR
Implementation Schedule indicating breakdown and timing of activities/sub-activities	Required
Names and curriculum vitae of individuals who will be involved in completing the services	Required
Currency of Proposal	<input type="checkbox"/> United States Dollars

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

	<input type="checkbox"/> Euro <input checked="" type="checkbox"/> Local Currency – Tunisian Currency
Value Added Tax on Price Proposal ²	<input checked="" type="checkbox"/> must be inclusive of VAT and other applicable indirect taxes <input type="checkbox"/> must be exclusive of VAT and other applicable indirect taxes
Validity Period of Proposals (Counting for the last day of submission of quotes)	<input type="checkbox"/> 60 days <input checked="" type="checkbox"/> 90 days <input type="checkbox"/> 120 days In exceptional circumstances, UNDP may request the Proposer to extend the validity of the Proposal beyond what has been initially indicated in this RFP. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Proposal.
Partial Quotes	<input checked="" type="checkbox"/> Not permitted
Payment Terms ³	Payment will be made on monthly basis upon satisfactory provision of services. The contractor will submit a monthly invoice and a service report. The monthly invoice and service report will be certified by UNDP as defined in the TOR
Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment	Please see information in TOR
Type of Contract to be Signed	<input checked="" type="checkbox"/> Long Term Agreement (LTA) Minimum 01 year and may be extended to one additional year, subject to satisfactory performance of the contractor and requirement of UNDP
Criteria for Contract Award	<input checked="" type="checkbox"/> Combined Scoring Method, using the 70%-30% distribution for technical and financial proposals, respectively <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	Technical Proposal (70%) <input checked="" type="checkbox"/> Expertise of the Firm [<i>indicate percentage</i>] <input checked="" type="checkbox"/> Methodology, Its Appropriateness to the Condition and Timeliness of the Implementation Plan

² VAT exemption status varies from one country to another. Pls. check whatever is applicable to the UNDP CO/BU requiring the service.

	<input checked="" type="checkbox"/> Management Structure and Qualification of Key Personnel <i>[indicate percentage]</i> Financial Proposal (30%) To be computed as a ratio of the Proposal's offer to the lowest price among the proposals received by UNDP.
UNDP will award the contract to:	<input checked="" type="checkbox"/> One and only one Service Provider
Annexes to this RFP ⁴	<input checked="" type="checkbox"/> Detailed TOR (Annex 2) <input checked="" type="checkbox"/> Form for Submission of Proposal (Annex 2) <input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 3) ⁵
Contact Person for Inquiries (Written inquiries only) ⁶	Saqib Aziz, Procurement Analyst Saqib.aziz@undp.org 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.

⁴ Where the information is available in the web, a URL for the information may simply be provided.

⁵ 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.

⁶ 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.

Pre – Bid meeting	<p>A pre-bid meeting will be held on</p> <p>Time: 11:00 hrs Date: 25 May 2016 Venue: Residence les Ambassadeurs Bloc A, 4th floor, Cite les Pins lac II Tunis, Tunisia</p> <p>The UNDP focal point for the arrangement of the pre-bid meeting is:</p> <p>Saqib Aziz, Procurement Analyst Saqib.aziz@undp.org</p> <p><u>Important Notes:</u></p> <ol style="list-style-type: none">1. Bidders are strongly encouraged to participate in the pre-proposal meeting.2. If bidders intend to attend the pre-proposal meeting, please confirm by email to saqib.aziz@undp.org confirming their intention to attend and listing the names of personnel who will attend on behalf of their firm (maximum 2 attendees per firm).3. The pre-bid meeting will be conducted in English hence participants are required to communicate in English.
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<p>Required Documents that must be submitted to Establish Eligibility of Proposers</p>	<ol style="list-style-type: none"> 1. Company profile – describing the nature of business, field of expertise, licenses, certifications, accreditations, including printed brochures relevant to services procured 2. Business license 3. Copy of Statement of the Company’s Financial Position (Balance Sheet) for the last two years. 4. Track Record – list of clients for similar services indicating description of contract scope, contract duration, contract value, contact references following the template in the RFP 5. Statement of Satisfactory Performance from the Top 3 Clients in terms of Contract Value within the past 3 years 6. List of cleaning products, tools, equipment and supplies provided by the contractor to perform the services required in the TOR 7. All information regarding any past and current litigation during the last three (3) years, in which the Proposer is involved, indicating the parties concerned, the subject of the litigation, the amounts involved, and the final resolution if already concluded. 8. 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. 9. List of current employees of cleaning Service Company following template in the RFP 10. Number of personnel with required qualifications to be assigned for the provision of the services in the TOR
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Summary of Technical Proposal Evaluation Forms		Score Weight	Points Obtainable
1.	Expertise of Firm / Organization	60%	600
2.	Proposed Methodology, Approach and Implementation Plan	20%	200
3.	Management Structure and Key Personnel	20%	200
Total			1000

Technical Proposal Evaluation Form 1		Points obtainable
Expertise of the Firm/Organization		
1.1	Capacity of the firm <ul style="list-style-type: none"> - Financial Stability - Age/Size - Human Resource Capacity 	150
1.2	Extend to which any work would be subcontracted (sub-contracting carries additional risks which may affect the project implementation but properly done it offers a chance to access specified skills)	100
1.3	Relevance of: <ul style="list-style-type: none"> - Minimum Three years of relevant experience - Minimum Three contracts with national or international organization 	250
1.4	Demonstrated ability to provide environmentally friendly cleaning practices	100
		600

Technical Proposal Evaluation Form 2		Points Obtainable
Proposed Methodology, Approach and Implementation Plan		
2.1	Does the firm propose adequate and good human resource to cover all scope of works in the TOR?	100
2.2	Have the important aspects of the task been addressed in sufficient detail?	50
2.3	Does the firm recommend good list of cleaning supplies and products?	100
		200

Technical Proposal Evaluation Form 3			Points Obtainable
Management Structure and Key Personnel			
3.1	Task Manager (Supervisor)		
			Sub-Score
	General Qualification		
	Educational Qualification (High School Graduate)	50	
	Minimum 3 years of experience in the relevant field	25	
	Have handled 2 similar projects in the past	25	
			100
3.2	Cleaners		
	General Qualification		
	Basic training in office cleaning and knowledge of cleaning	20	
	Minimum 2 years of experience in the relevant field	40	
	Working experience with international companies	30	100
	Total Part 3		200

Financial Evaluation:

Rating of Technical Proposal (TP)*

TP Rating: Technical marks obtained by the offer × 70%

Rating of Financial Proposal (FP)

FP Rating: (Lowest Priced Offer/Price of Offer Being Reviewed) × 30%

Total Combined and Final Rating of the Proposal

TP Rating + FP Rating

* financial evaluation will be done for the companies scoring minimum 700 marks on technical evaluation.

TERMS OF REFERENCES

PROVISION OF CLEANING SERVICES FOR UNDP LIBYA FOR A LONG TERM AGREEMENT (LTA) FOR A PERIOD OF ONE YEAR RENEWABLE FOR A FURTHER 1 YEAR BASED ON SATISFACTORY PERFORMANCE.

1. BACKGROUND

The United Nations Development Programme (UNDP) Libya Country Office, based in Tunis, Tunisia is seeking a service provider that can provide Office Cleaning & Janitorial Services to UN offices in Tunis, Tunisia. The purpose of the bidding is to conclude a Long Term Agreement (LTA) with a professional Service Provider for the provision of comprehensive cleaning services.

The successful Proposers shall be contracted for an initial period of 1 (one) year, with the possibility of contract renewal for another one year subject to satisfactory contract performance, funds availability and the condition that UNDP Libya presence during the period is not relocated back to Libya. UNDP Libya wishes to receive Proposals from firms with the ability to provide high quality and comprehensive cleaning services as per these Terms of Reference (ToRs).

2. SCOPE OF WORKS

- 2.1. The Contractor shall provide cleaning services to all offices, server/printer room, corridors, toilets, conference room (s) including the kitchen areas, all internal glass panels, windows (internal/external), doors and cabinets. The office premises details are as follows:

UNDP PREMISES	AREAS INCLUDED IN SCOPE OF SERVICES
UNDP – Office 1 (3rd Floor)	<ul style="list-style-type: none">• Total Area: 153.8 m2, including: Reception area Coordinator area 1 conference room 4 offices 03 bathrooms 01 kitchen 01 IT room
UNDP – Office 2 (4th Floor)	<ul style="list-style-type: none">• Total Area: 172.31 m2, including: Reception area Coordinator area 1 conference room 4 offices 03 bathrooms

UNDP PREMISES	AREAS INCLUDED IN SCOPE OF SERVICES
	01 kitchen

2.2. Following is the scope of services to be performed by the selected supplier:

- To provide high quality of Office Cleaning Service for UN offices as per above table
- Serve official tea/coffee to office staff and guests as and when required and maintain the office kitchen all the times in a hygienically clean condition.

2.3. All personnel (**including a Supervisor/Team Leader**), equipment and cleaning materials (including garbage bags) are to be provided by the company.

2.4. Attention should be given to the presentation of the company personnel. All personnel are to be dressed in company uniforms and name and identification badges are to be supplied by the contractor. The company is to ensure that all personnel assigned to the UN agencies, their contact details and police clearance are supplied to the Administrative Unit upon contract commencement and regular updates provided on any personnel changes.

2.5. Cleaning of the building interior all work should be undertaken in accordance with recognized best practice in the industry and with locally applicable health and safety standards. The Contractor is responsible for the maintenance of the minimum standards of cleaning and performance quality set forth in this document, regardless of the staff absences due to sickness or holidays. The surface of the floor must be completely free of dust, stains, paint, stripes, shoe marks, anything spilt and any other blemish that can be removed with standard industry techniques. Any defects noticed by Cleaners must be registered and reported to the Client cleaning supervisor so that the necessary repairs can be made.

3. SCHEDULE OF SERVICES

3.1. Office cleaning should take place on weekdays, Monday to Friday, between the hours of 08:00 - 09:00. No changes in the agreed days or time can be made without prior clearance by UNDP.

3.2. Contracted staff should be available for 08.00 hours per day (08:00 – 16:30 hrs) with 30 minutes' break.

3.3. During Nationally declared holidays which are not considered UN Holidays, Contractor's Personnel deployed to the UN agencies shall also report for work to render regular services.

3.4. In exceptional cases where UN agencies requires the services of the contractor's personnel, the latter shall be prepared to render overtime services, the cost of which shall be billed to office on the same month the services was rendered.

4. CLEANING SERVICES

4.1. OFFICES:

Daily:

- All rubbish bins and plastic bags emptied and the bag replaced.
- Horizontal surfaces that are clear of obstructions should be dusted or vacuum cleaned
- Visible dirt, shoe marks should be vacuumed cleaned or washed from floor surfaces. All cafeteria crockery left in corridors, offices and meeting rooms to be returned to the cafeteria.

Weekly

- Carpets/linoleum vacuum cleaned and washed from wall to wall including moving any chairs or other easily moved obstructions,
- Vertical free areas cleaned to remove dust, cobwebs and visible dirt.
- Lamps, pictures, closets, phones, doors (including handles) and frames, chair legs, ceiling lamps,
- Window sills dusted or cleaned as necessary to remove visible dirt.
- Banisters in stairwells dusted and wiped clean,
- The upholstered furniture vacuum cleaned,
- The doors, glass panels, the skirting boards, shelves, and the radiators dusted or wiped clean as necessary to remove visible dirt

4.2. TOILETS:

Daily:

- All sanitary-ware (washbasins, WC pans) and mirrors cleaned to remove all traces of visible dirt.
- Garbage bin emptied, floors washed to remove all traces of visible dirt.
- Toilet consumables (toilet paper, paper hand towels and liquid soap) re-stocked,
- Complete cleaning of all sanitary elements including the removal of all stains and scale,
- Toilets should be checked every 01 hour for all of the above and assigning check sheet be used,

Weekly

- Walls and doors cleaned / washed,
- WC pans and urine pans-thoroughly cleaned to remove all traces of chalk and stains,

4.3. RECEPTION/LOBBY:

Daily:

- Horizontal surfaces that are clear of obstructions wiped off or vacuum cleaned,
- Floors vacuumed cleaned or washed to remove all traces of visible dirt and shoe marks

Weekly

- Floors vacuum cleaned and washed, from wall to wall, a minimum of once per week.

4.4. CONFERENCE HALLS/ MEETING ROOMS:

Daily

- Floor / horizontal surfaces that are clear of obstructions should be washed or vacuum cleaned as necessary to remove all traces of visible dirt

Weekly

- Once a week, as a minimum, carpets, including smaller rugs, vacuumed cleaned from wall to wall once, moving chairs as necessary.

4.5. Cleaning of outside Windows

Every 03 months cleaning of outside windows in accordance with the best industry standards for window cleaning.

4.6. CAFETERIA SERVICES

- **Daily**
- Serve official tea/coffee to office staff and guests as and when required and maintain the office kitchen all the times in a hygienically clean condition.
- Cleaning of Kitchens, wash and dirty utensils, cleaning of cupboard doors (outside), cleaning the exterior of refrigerators, and the cleaning of all kitchen electric and non-electric gadgets.

5. EQUIPMENT AND CONSUMABLES

The Contractor shall make available, at its own cost, all necessary equipment, machinery and materials required to adequately perform the services including but not limited to:

- Vacuum Cleaners with clean air filter
- Rubbish carts
- Dusters, brooms, brushes, buckets and mops
- Quality consumables for cleaning such as chemical liquid, detergents and cleansing material (perfumed) for the cleaning of office equipment (photocopiers, fax machines ,computers, printers, scanners, office furniture ,glass top, glass panes etc.)

6. LAVATORY CONSUMABLES

- 6.1. The Contractor shall supply to UNDP and bill separately for the following consumables:
 - Lavatory(toilet)paper equivalent of Good quality
 - Lavatory liquid soap equivalent to Dial or Camay and Safeguard.
 - Lavatory paper towels for hand drying.
- 6.2. Lavatory consumables supplied on recurrent basis will be billed separately to the end user and the focal person assigned in each agency will certify and receive the supplies. The Contractor is expected to submit unit rates for lavatory consumables in the attached Price Schedule.

7. REQUIREMENTS FOR CONTRACTOR'S STAFF AND LABOUR

7.1. UNIFORM

The Contractor shall provide uniforms meeting international standards, and for each person should mainly consist of: two sets of shirts and two pairs of trousers, sweaters (for winters) and one pair of shoes.

The quality and color of the uniform shall be approved by UNDP Operations division.

7.2. STAFF BENEFITS

- **Social Security, Medical and Life Insurance Coverage:** It is responsibility of the Contractor to ensure compliance with national legislation with regard to social security and medical insurance coverage for their employees as per the Government prescribed rates. The firm will advise in their Technical Proposal that as to when they would be able to present evidence to that effect after signing of the contract, in case they are declared successful.
- **Leaves:**
 - Annual leave entitlements as per applicable law
 - Medical leave entitlement as per company's policy

The company must provide the details of staff benefits in their technical proposal

7.3. STAFF ENTITLEMENTS

- **Salary Package:** The Contractor will provide a complete breakdown of the salary of the staff in the Financial Proposal which should reflect all components of the salary payable to the contractual staff by category. The **monthly take home salary** should be in accordance with the national legislation of Tunisia for similar services. The monthly take home should be **exclusive** of insurance, medical, uniform and transportation charges. The cost should be incorporated in the management fee of the contractor.
- The Contractor will be bound to submit evidence of the provision of Social Security coverage, Medical Insurance and enrolment within 90 days after award of the contract.

8. SAFETY AND SECURITY

- The contractual staff will be working in the Offices before or after office hours for the cleaning office space. The Contractor will have to provide security clearance/ character certificate from local police authorities of all staff selected to deliver services at the UN agencies. A copy of the National Identity Card along with the photograph will also be provided to UNDP for their record. The Contractor UN ID Card will be issued by UNDSS upon receipt of police verification.
- All selected candidate will be hired in consultation with UNDP.

9. QUALIFICATION OF PERSONNEL:

Designation	Quantity	Qualification	Experience
Supervisor *	1	Should be able to communicate well in English both written and spoken. Trained or knowledgeable about various cleaning jobs Demonstrated knowledge of cleaning supplies and operation of cleaning equipment; Should be able to monitor offices report to Operations on a daily basis	At least 3 year of experience as supervisor of cleaning crew. Minimum Qualification: is high school graduate. Please attached certificate/Diplomas etc.
Cleaners**	02	Basic training in office cleaning and knowledgeable of cleaning, use of detergents, requisite cleaning methods and cleaning equipment.	At least 2 year of experience as an office cleaner.

* Services of Supervisor will be required at a later stage, upon confirmation by UNDP

**UNDP may increase the number of cleaners, based on the requirement/expansion of office.

10. OPERATING PROCEDURES:

- 10.1. A Supervisor or Team Leader should be available at all times. The Supervisor is responsible for the effective day to day supervision and management of the company staff at the UNDP Premises.
- 10.2. The contractor should ensure that its employees sign daily attendance register (to be provided by contractor) kept at the Main Gate or in the standard log book for cleaners on the first floor. Log Books pages will be required to be submitted along with invoices at the end of the month.
- 10.3. The contractor shall furnish in advance a monthly assignment sheet to reflect names of the cleaning staff to be posted on duty. Any changes to the assignment should be notified in writing at least 48 hours prior to the change becoming effective;
- 10.4. For all services specified as above, the contractor is required to maintain a “Check List” showing work completed, date of weekly inspection by supervisor and shall provide to Administrative Services Associate with “Check Sheets” for monthly review. In addition, the contractor’s supervisor shall discuss with UN operations team monthly or more frequently on the progress and quality of service being rendered;
- 10.5. The contractor shall ensure that a clear note written in English should also be made available to each worker with respect to his/her daily/weekly/monthly routine of duties;

11. Qualifications of the Successful Contractor and its Personnel

- 11.1. Officially registered entity
- 11.2. Good reputation of the company proven by references of providing similar services to at least 2 companies
- 11.3. Minimum three (3) years of relevant cleaning experience in the local market;
- 11.4. Ownership of the necessary equipment and stock of supplies to provide efficient and quality cleaning services - a list to be provided;
- 11.5. The company must employ sufficient number of experienced and skilled personnel possessing cleaning certificate issued by relevant authority;
- 11.6. Experience of working with other international organization is an asset;
- 11.7. Financially stable to purchase and replace cleaning supplies and equipment.

FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL⁷

(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery⁸)

[insert: Location].

[insert: Date]

To: Procurement Unit – UNDP Libya

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 among others the following with appropriate supporting documents. Please provide information/documents which respond to the specific requirements under Form 1 "Expertise of firm/organisation" in the above evaluation criteria table of the RFP

1. Company profile – describing the nature of business, field of expertise, licenses, certifications, accreditations, including printed brochures relevant to services procured
2. Business license
3. Copy of Accounts receivable for the past two years.
4. Track Record – list of clients for similar services indicating description of contract scope, contract duration, contract value, contact references

Track Records and Experiences: Provide the following information regarding corporate experience within the last three (3) years which are related or relevant to those required for this Contract.

Service Name	Client name	Contract Value (USD)	Contract period	Types of service provided	Status or Date Completed	References Contact Details

⁷ This serves as a guide to the Service Provider in preparing the Proposal.

⁸ Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

						(Name, Phone, Email)

5. List of cleaning products, tools, equipment and supplies provided by the contractor to perform the services required in the TOR
6. All information regarding any past and current litigation during the last three (3) years, in which the Proposer is involved, indicating the parties concerned, the subject of the litigation, the amounts involved, and the final resolution if already concluded.
7. 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.
8. List of current employees of cleaning Service Company following template in the RFP
9. Number of personnel with required qualifications to be assigned for the provision of the services in the TOR

B. Proposed Methodology for the Completion of Services

1. Does the firm propose adequate and good human resource to cover all scope of works in the TOR?
2. Have the important aspects of the task been addressed in sufficient detail?
3. Does the firm recommend good list of cleaning supplies and products?

C. Qualifications of Key Personnel

The Service Provider must provide:

1. Profiles of Supervisors that establish qualifications as per TOR and the above evaluation criteria table under form 3.
2. List of current employees using the following table:

S. No	Titles	Number	Average number of years' experience in position	Average number of years' experience working for your company
1	Example: Project Manager			
1	Supervisors			
2	Cleaners			
3	--			
4	--			
	Total Number			

3. Number of personnel with required qualifications to be assigned for provision of the services in the TOR

S. No	Personal	Required QTY	Years of relevant experience
1	Supervisor	1	
2	Cleaners	2	

FORM FOR SUBMITTING SERVICE PROVIDER'S FINANCIAL PROPOSAL

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. Any estimates for cost-reimbursable items should be listed separately. 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

PRICE SCHEDULE

Description of Activity	Number of Personnel/ QTY	Monthly Cost inclusive of staff benefits (Social Security, Medical, Life Insurance, and uniform cost)	Actual Monthly Salary to be paid	Total Cost for 12 Months
A- Personnel Cost				
Cleaning Supervisor	1		TND	
Cleaners	2		TND	
B- Management Fee %				
Total Price				
C- Consumable Cost per Box				
Description			Cost Per Box	
Lavatory (toilet paper), equivalent Good quality – <u>company must specify the proposed brand</u>	1	10 per pack		
Lavatory Liquid Soap equivalent to Dial or Camay or equivalent <u>company must specify the proposed brand</u>	1	10 per pack		
Lavatory folded paper hand towels for hand drying, equivalent to good quality <u>company must specify the proposed brand</u>	1	100/-per box		
Liquid Soap for cleaning floors (1.5 ltr) – good quality	1	05/- per box		

Description of Activity	Number of Personnel/ QTY	Monthly Cost inclusive of staff benefits (Social Security, Medical, Life Insurance, and uniform cost)	Actual Monthly Salary to be paid	Total Cost for 12 Months
<u>company must specify the proposed brand</u>				
Liquid Soap for dish washing (1 ltr) – good quality <u>company must specify the proposed brand</u>	1	05/- per box		
Liquid Spray for glass cleaning <u>company must specify the proposed brand</u>	1	05/- per box		
Paper Cups (good quality)	1	100/-per box		
Paper Napkins <u>company must specify the proposed brand</u>	1	1000/-per box		
Garbage Bags Plastic Large size good quality <u>company must specify the proposed brand and actual sizes</u>	1	50 / per pack		
Garbage Bags Plastic Medium size good quality <u>company must specify the proposed brand and actual sizes</u>	1	50 / per pack		
Duster, brooms, brushes, buckets and mops	Lump sum			
Other (Please specify)				
Total Cost (A+B+C)				The Total Cost will be the evaluating price
Supervisor Overtime (please mention the overtime rate per hour)	Rate Per hour			
Cleaner Overtime (please mention the overtime rate per hour)	Rate Per hour			

- Company must specify the actual take home for Supervisor and cleaners

- The number of the above mentioned personal are based on requirement. UNDP shall not guarantee to maintain the same quantities. This could be increased or decreased based on the actual requirements.
- **Note**: The prices for all categories (A, B, C) will remain valid for 24 months

General Terms and Conditions for Services

1.0 LEGAL STATUS:

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

2.0 SOURCE OF INSTRUCTIONS:

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

3.0 CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES:

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

4.0 ASSIGNMENT:

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

5.0 SUB-CONTRACTING:

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

6.0 OFFICIALS NOT TO BENEFIT:

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

7.0 INDEMNIFICATION:

The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, UNDP, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or

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

8.0 INSURANCE AND LIABILITIES TO THIRD PARTIES:

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

9.0 ENCUMBRANCES/LIENS:

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

10.0 TITLE TO EQUIPMENT:

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

11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

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

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

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

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

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

13.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:

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

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

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

- 13.2.2.1** a corporate entity in which the Party owns or otherwise controls, whether directly or indirectly, over fifty percent (50%) of voting shares thereof; or,
- 13.2.2.2** any entity over which the Party exercises effective managerial control; or,
- 13.2.2.3** for the UNDP, an affiliated Fund such as UNCDF, UNIFEM and UNV.

- 13.3** The Contractor may disclose Information to the extent required by law, provided that, subject to and without any waiver of the privileges and immunities of the United Nations, the Contractor will give the UNDP sufficient prior notice of a request for the disclosure of Information in order to allow the UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.
- 13.4** The UNDP may disclose Information to the extent as required pursuant to the Charter of the UN, resolutions or regulations of the General Assembly, or rules promulgated by the Secretary-General.
- 13.5** The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder.
- 13.6** These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.

14.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

- 14.1** In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to the UNDP, of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify the UNDP of any other changes in conditions or the occurrence of any event that interferes or threatens to interfere with its performance of this Contract. On receipt of the notice required under this Article, the UNDP shall take such action as, in its sole discretion; it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract.
- 14.2** If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, the UNDP shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 15, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.
- 14.3** Force majeure as used in this Article means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force.
- 14.4** The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in or for any areas in which the UNDP is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within

such areas or to any incidents of civil unrest occurring in such areas shall not, in and of itself, constitute force majeure under the Contract..

15.0 TERMINATION

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

16.0 SETTLEMENT OF DISPUTES

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

17.0 PRIVILEGES AND IMMUNITIES:

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

18.0 TAX EXEMPTION

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

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

19.0 CHILD LABOUR

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

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

20.0 MINES:

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

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

21.0 OBSERVANCE OF THE LAW:

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

22.0 SEXUAL EXPLOITATION:

- 22.1** The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all appropriate measures to prohibit its employees or other persons engaged by it from, exchanging any money, goods, services, offers of employment or other things of value, for sexual favors or activities, or from engaging in any sexual activities that are exploitive or degrading to any person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle UNDP to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.
- 22.2** The UNDP shall not apply the foregoing standard relating to age in any case in which the Contractor's personnel or any other person who may be engaged by the Contractor to perform any services under the Contract is married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such Contractor's personnel or such other person who may be engaged by the Contractor to perform any services under the Contract.

23.0 AUTHORITY TO MODIFY:

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