

# INVITATION TO BID

Provision of Daily Cleaning Services  
on Long Term Agreement (LTA) Basis

**ITB/KRT/16/030**  
UNDP, Sudan



**United Nations Development Programme**  
September, 2016

A handwritten signature in blue ink, consisting of a stylized 'A' or 'K' shape.

## Section1. Letter of Invitation

Khartoum, Sudan  
September 27, 2016

### **Ref: Provision Daily Cleaning Services on Long Term Agreement (LTA) Basis**

Dear Sir or Madam,

The United Nations Development Programme (UNDP) hereby invites you to submit a Bid to this Invitation to Bid (ITB) for the above-referenced subject.

This ITB includes the following documents:

- Section 1 – This Letter of Invitation
- Section 2 – Instructions to Bidders (including Data Sheet)
- Section 3 – Schedule of Requirements and Technical Specifications
- Section 4 – Bid Submission Form
- Section 5 – Checklist and response to requirement
- Section 6 – Documents Establishing the Eligibility and Qualifications of the Bidder
- Section 7 – Price Schedule Form
- Section 8 – Sample of Long Term Agreement, and General Terms and Conditions

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

You are kindly requested to submit an acknowledgment letter to UNDP to the following address:

Procurement Unit,  
United Nations Development Programme  
House 7 Block 5 Gama'a Avenue  
Khartoum, Sudan  
Fax: +249 83 773128  
Email: [inquiry.procurement.sd@undp.org](mailto:inquiry.procurement.sd@undp.org)

The letter should be received by UNDP no later than 23 Oct 2016 10:00 hours +3 GMT. The same letter should advise whether your company intends to submit a Bid. If that is not the case, UNDP would appreciate your indicating the reason, for our records.

If you have received this ITB through a direct invitation by UNDP, transferring this invitation to another firm requires notifying UNDP accordingly.

Should you require any clarification, kindly communicate with the contact person identified in the attached Data Sheet as the focal point for queries on this ITB.

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

Yours sincerely,



Hari Kafle  
Head of procurement Unit

## Section 2: Instruction to Bidders

### Definitions

- a) *“Bid”* refers to the Bidder’s response to the Invitation to Bid, including the Bid Submission Form, Technical Bid and Price Schedule and all other documentation attached thereto as required by the ITB.
- b) *“Bidder”* refers to any legal entity that may submit, or has submitted, a Bid for the supply of goods and provision of related services requested by UNDP.
- c) *“Contract”* refers to the legal instrument that will be signed by and between the UNDP and the successful Bidder, all the attached documents thereto, including the General Terms and Conditions (GTC) and the Appendices.
- d) *“Country”* refers to the country indicated in the Data Sheet.
- e) *“Data Sheet”* refers to such part of the Instructions to Bidders used to reflect conditions of the tendering process that are specific for the requirements of the ITB.
- f) *“Day”* refers to calendar day.
- g) *“Goods”* refer to any tangible product, commodity, article, material, wares, equipment, assets or merchandise that UNDP requires under this ITB.
- h) *“Government”* refers to the Government of the country where the goods and related services provided/rendered specified under the Contract will be delivered or undertaken.
- i) *“Instructions to Bidders”* refers to the complete set of documents which provides Bidders with all information needed and procedures to be followed in the course of preparing their Bid
- j) *“ITB”* refers to the Invitation to Bid consisting of instructions and references prepared by UNDP for purposes of selecting the best supplier or service provider to fulfil the requirement indicated in the Schedule of Requirements and Technical Specifications.
- k) *“LOI”* (Section 1 of the ITB) refers to the Letter of Invitation sent by UNDP to Bidders.
- l) *“Material Deviation”* refers to any contents or characteristics of the bid that is significantly different from an essential aspect or requirement of the ITB, and (i) substantially alters the scope and quality of the requirements; (ii) limits the rights of UNDP and/or the obligations of the offeror; and (iii) adversely impacts the fairness and principles of the procurement process, such as those that compromise the competitive position of other offerors.
- m) *“Schedule of Requirements and Technical Specifications”* refers to the document included in this ITB as Section 3 which lists the goods required by UNDP, their specifications, the related services, activities, tasks to be performed, and other information pertinent to UNDP’s receipt and acceptance of the goods.
- n) *“Services”* refers to the entire scope of tasks related or ancillary to the completion or delivery of the goods required by UNDP under the ITB.
- o) *“Supplemental Information to the ITB”* refers to a written communication issued by UNDP to prospective Bidders containing clarifications, responses to queries received from prospective Bidders, or changes to be made in the ITB, at any time after the release of the ITB but before the deadline for the submission of Bid.

## A. GENERAL

1. UNDP hereby solicits Bids as a response to this Invitation to Bid (ITB). Bidders must strictly adhere to all the requirements of this ITB. No changes, substitutions or other alterations to the rules and provisions stipulated in this ITB may be made or assumed unless it is instructed or approved in writing by UNDP in the form of Supplemental Information to the ITB.
2. Submission of a Bid shall be deemed as an acknowledgement by the Bidder that all obligations stipulated by this ITB will be met and, unless specified otherwise, the Bidder has read, understood and agreed to all the instructions in this ITB.
3. Any Bid submitted will be regarded as an offer by the Bidder and does not constitute or imply the acceptance of any Bid by UNDP. UNDP is under no obligation to award a contract to any Bidder as a result of this ITB.
4. UNDP implements a policy of zero tolerance on proscribed practices, including fraud, corruption, collusion, unethical practices, and obstruction. UNDP is committed to preventing, identifying and addressing all acts of fraud and corrupt practices against UNDP as well as third parties involved in UNDP activities. (See [http://www.undp.org/about/transparencydocs/UNDP\\_Anti\\_Fraud\\_Policy\\_English\\_FINAL\\_june\\_2011.pdf](http://www.undp.org/about/transparencydocs/UNDP_Anti_Fraud_Policy_English_FINAL_june_2011.pdf) and [http://www.undp.org/content/undp/en/home/operations/procurement/procurement\\_protest/](http://www.undp.org/content/undp/en/home/operations/procurement/procurement_protest/) for full description of the policies)
5. In responding to this ITB, UNDP requires all Bidders to conduct themselves in a professional, objective and impartial manner, and they must at all times hold UNDP's interests paramount. Bidders must strictly avoid conflicts with other assignments or their own interests, and act without consideration for future work. All Bidders found to have a conflict of interest shall be disqualified. Without limitation on the generality of the above, Bidders, and any of their affiliates, shall be considered to have a conflict of interest with one or more parties in this solicitation process, if they:
  - 5.1 Are, or have been associated in the past, with a firm or any of its affiliates which have been engaged UNDP to provide services for the preparation of the design, Schedule of Requirements and Technical Specifications, cost analysis/estimation, and other documents to be used for the procurement of the goods and related services in this selection process;
  - 5.2 Were involved in the preparation and/or design of the programme/project related to the goods and related services requested under this ITB; or
  - 5.3 Are found to be in conflict for any other reason, as may be established by, or at the discretion of, UNDP.

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

6. Similarly, the following must be disclosed in the Bid:
  - 6.1 Bidders who are owners, part-owners, officers, directors, controlling shareholders, or key personnel who are family of UNDP staff involved in the procurement functions and/or the

- Government of the country or any Implementing Partner receiving the goods and related services under this ITB; and
- 6.4 Others that could potentially lead to actual or perceived conflict of interest, collusion or unfair competition practices.

Failure of such disclosure may result in the rejection of the Bid.

7. The eligibility of Bidders that are wholly or partly owned by the Government shall be subject to UNDP's further evaluation and review of various factors such as being registered as an independent entity, the extent of Government ownership/share, receipt of subsidies, mandate, access to information in relation to this ITB, and others that may lead to undue advantage against other Bidders, and the eventual rejection of the Bid.
8. All Bidders must adhere to the UNDP Supplier Code of Conduct, which may be found at this link: <http://web.ng.undp.org/procurement/undp-supplier-code-of-conduct.pdf>

## **B. CONTENTS OF BID**

### **9. Sections of Bid**

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

- 9.1 Bid Submission Cover Letter Form (see ITB Section 4);
- 9.2 Documents Establishing the Eligibility and Qualifications of the Bidder (see ITB Section 5);
- 9.3 Technical Bid (see prescribed form in ITB Section 6);
- 9.4 Price Schedule (see prescribed form in ITB Section 7);
- 9.5 Bid Security, if applicable (if required and as stated in the DS nos. 9-11, see prescribed Form in ITB Section 8);
- 9.6 Any attachments and/or appendices to the Bid (including all those specified under the **Data Sheet**)

### **10. Clarification of Bid**

- 10.1 Bidders may request clarification of any of the ITB documents no later than the number of days indicated in the **Data Sheet** (DS no. 16) prior to the Bid submission date. Any request for clarification must be sent in writing via courier or through electronic means to the UNDP address indicated in the **Data Sheet** (DS no. 17). UNDP will respond in writing, transmitted by electronic means and will transmit copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Bidders who have provided confirmation of their intention to submit a Bid.
- 10.2 UNDP shall endeavor to provide such responses to clarifications in an expeditious manner, but any delay in such response shall not cause an obligation on the part of UNDP to extend the submission date of the Bid, unless UNDP deems that such an extension is justified and necessary.

### **11. Amendment of Bid**

- 11.1 At any time prior to the deadline for submission of Bid, UNDP may for any reason, such as in response to a clarification requested by a Bidder, modify the ITB in the form of a Supplemental Information to the ITB. All prospective Bidders will be notified in writing of all changes/amendments and additional instructions through Supplemental Information to the ITB and through the method specified in the **Data Sheet** (DS No. 18).

- 11.2 In order to afford prospective Bidders reasonable time to consider the amendments in preparing their Bid, UNDP may, at its discretion, extend the deadline for submission of Bid, if the nature of the amendment to the ITB justifies such an extension.

## C. PREPARATION OF BID

### 12. Cost

The Bidder shall bear any and all costs related to the preparation and/or submission of the Bid, regardless of whether its Bid was selected or not. UNDP shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process.

### 13. Language

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

### 14. Bid Submission Form

The Bidder shall submit the Bid Submission Form using the form provided in Section 4 of this ITB.

### 15. Technical Bid Format and Content

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

- 15.1 Expertise of Firm/Organization – this section should provide details regarding management structure of the organization, organizational capability/resources, and experience of organization/firm, the list of projects/contracts (both completed and ongoing, both domestic and international) which are related or similar in nature to the requirements of the ITB, manufacturing capacity of plant if Bidder is a manufacturer, authorization from the manufacturer of the goods if Bidder is not a manufacturer, and proof of financial stability and adequacy of resources to complete the delivery of goods and provision of related services required by the ITB (see ITB Clause 18 and DS No. 26 for further details). The same shall apply to any other entity participating in the ITB as a Joint Venture or Consortium.
- 15.2 Technical Specifications and Implementation Plan – this section should demonstrate the Bidder's response to the Schedule of Requirements and Technical Specifications by identifying the specific components proposed; how each of the requirements shall be met point by point; providing a detailed specification and description of the goods required, plans and drawings where needed; the essential performance characteristics, identifying the works/portions of the work that will be subcontracted; a list of the major subcontractors, and demonstrating how the bid meets or exceeds the requirements, while ensuring appropriateness of the bid to the local conditions and the rest of the project operating environment during the entire life of the goods provided. Details of

technical bid must be laid out and supported by an Implementation Timetable, including Transportation and Delivery Schedule where needed, that is within the duration of the contract as specified in the **Data Sheet** (DS noS. 29 and 30).

Bidders must be fully aware that the goods and related services that UNDP require may be transferred, immediately or eventually, by UNDP to the Government partners, or to an entity nominated by the latter, in accordance with UNDP's policies and procedures. All bidders are therefore required to submit the following in their bids:

- a) A statement of whether any import or export licences are required in respect of the goods to be purchased or services to be rendered, including any restrictions in the country of origin, use or dual use nature of the goods or services, including any disposition to end users;
- b) Confirmation that the Bidder has obtained license of this nature in the past, and have an expectation of obtaining all the necessary licenses, should their bid be rendered the most responsive; and
- c) Complete documentation, information and declaration of any goods classified or may be classified as "Dangerous Goods".

15.3 Management Structure and Key Personnel – This section should include the comprehensive curriculum vitae (CVs) of key personnel that will be assigned to support the implementation of the technical bid, clearly defining their roles and responsibilities. CVs should establish competence and demonstrate qualifications in areas relevant to the requirements of this ITB.

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

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

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



## 16. Price Schedule

The Price Schedule shall be prepared using the attached standard form (Section 7). It shall list all major cost components associated with the goods and related services, and the detailed breakdown of such costs. All goods and services described in the Technical Bid must be priced separately on a one-to-one correspondence. Any output and activities described in the Technical Bid but not priced in the Price Schedule, shall be assumed to be included in the prices of the items or activities, as well as in the final total price of the bid.

## 17. Currencies

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

- 17.1 UNDP will convert the currency quoted in the Bid into the UNDP preferred currency, in accordance with the prevailing UN operational rate of exchange on the last day of submission of Bid; and
- 17.2 In the event that the Bid found to be the most responsive to the ITB requirement is quoted in another currency different from the preferred currency as per **Data Sheet** (DS no. 15), then UNDP shall reserve the right to award the contract in the currency of UNDP's preference, using the conversion method specified above.

## 18. Documents Establishing the Eligibility and Qualifications of the Bidder

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

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

18.2 Bids submitted by two (2) or more Bidders shall all be rejected by UNDP if they are found to have any of the following:

- a) they have at least one controlling partner, director or shareholder in common; or
- b) any one of them receive or have received any direct or indirect subsidy from the other/s; or
- c) they have the same legal representative for purposes of this ITB; or
- d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about, or influence on the Bid of, another Bidder regarding this ITB process;
- e) they are subcontractors to each other's bid, or a subcontractor to one bid also submits another Bid under its name as lead Bidder; or
- f) an expert proposed to be in the bid of one Bidder participates in more than one Bid received for this ITB process. This condition does not apply to subcontractors being included in more than one Bid.



## 19. Joint Venture, Consortium or Association

If the Bidder is a group of legal entities that will form or have formed a joint venture, consortium or association at the time of the submission of the Bid, they shall confirm in their Bid that : (i) they have designated one party to act as a lead entity, duly vested with authority to legally bind the members of the joint venture jointly and severally, and this shall be duly evidenced by a duly notarized Agreement among the legal entities, which shall be submitted along with the Bid; and (ii) if they are awarded the contract, the contract shall be entered into, by and between UNDP and the designated lead entity, who shall be acting for and on behalf of all entities that comprise the joint venture.

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

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

The description of the organization of the joint venture/consortium/association must clearly define the expected role of each of the entity in the joint venture in delivering the requirements of the ITB, both in the bid and in the Joint Venture Agreement. All entities that comprise the joint venture shall be subject to the eligibility and qualification assessment by UNDP.

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

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

Previous contracts completed by individual experts working privately but who are permanently or were temporarily associated with any of the member firms cannot be claimed as the experience of the joint venture or those of its members, but should only be claimed by the individual experts themselves in their presentation of their individual credentials.

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

## 20. Alternative Bid

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

## 21. Validity Period

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

- 21.2 In exceptional circumstances, prior to the expiration of the Bid validity period, UNDP may request Bidders to extend the period of validity of their Bid. The request and the responses shall be made in writing, and shall be considered integral to the Bid.

## 22. Bidder's Conference

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

## D. SUBMISSION AND OPENING OF BID

### 23. Submission

- 23.1 The Technical Bid and the Price Schedule must be submitted together and sealed together in one and the same envelope, delivered either personally, by courier, or by electronic method of transmission. If submission will not be done by electronic means, the Technical Bid and Price Schedule must be sealed together in an envelope whose external side must:

- a) Bear the name of the Bidder;
- b) Be addressed to UNDP as specified in the **Data Sheet** (DS no.20); and
- c) Bear a warning not to open before the time and date for Bid opening as specified in the **Data Sheet** (DS no. 24).

If the envelope is not sealed nor labeled as required, the Bidder shall assume the responsibility for the misplacement or premature opening of Bid due to improper sealing and labeling by the Bidder.

- 23.2 Bidders must submit their Bid in the manner specified in the **Data Sheet** (DS nos. 22 and 23). When the Bid is expected to be in transit for more than 24 hours, the Bidder must ensure that sufficient lead time has been provided in order to comply with UNDP's deadline for submission. UNDP shall indicate for its record that the official date and time of receiving the Bid is the actual date and time when the said Bid has physically arrived at the UNDP premises indicated in the **Data Sheet** (DS no. 20).
- 23.3 Bidders submitting Bid by mail or by hand shall enclose the original and each copy of the Bid, in separate sealed envelopes, duly marking each of the envelopes as "Original Bid" and the others as "Copy of Bid". The two envelopes, consisting of original and copies, shall then be sealed in an outer envelope. The number of copies required shall be as specified in the **Data Sheet** (DS no. 19). In the event of any discrepancy between the contents of the "Original Bid" and the "Copy of Bid", the contents of the original shall govern. The original version of the Bid shall be signed or initialed by the Bidder or person(s) duly authorized to commit the Bidder on every page. The authorization shall be communicated through a document evidencing such authorization issued by the highest official of the firm, or a Power of Attorney, accompanying the Bid.

23.4 Bidders must be aware that the mere act of submission of a Bid, in and of itself, implies that the Bidder accepts the General Contract Terms and Conditions of UNDP as attached hereto as Section 11.

#### **24. Deadline for Submission of Bid and Late Bids**

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

UNDP shall not consider any Bid that arrives after the deadline for submission of Bid. Any Bid received by UNDP after the deadline for submission of Bid shall be declared late, rejected, and returned unopened to the Bidder.

#### **25. Withdrawal, Substitution, and Modification of Bid**

25.1 Bidders are expected to have sole responsibility for taking steps to carefully examine in detail the full consistency of its Bid to the requirements of the ITB, keeping in mind that material deficiencies in providing information requested by UNDP, or lack clarity in the description of goods and related services to be provided, may result in the rejection of the Bid. The Bidder shall assume any responsibility regarding erroneous interpretations or conclusions made by the Bidder in the course of understanding the ITB out of the set of information furnished by UNDP.

25.2 A Bidder may withdraw, substitute or modify its Bid after it has been submitted by sending a written notice in accordance with ITB Clause 23, duly signed by an authorized representative, and shall include a copy of the authorization (or a Power of Attorney). The corresponding substitution or modification of the Bid must accompany the respective written notice. All notices must be received by UNDP prior to the deadline for submission and submitted in accordance with ITB Clause 23 (except that withdrawal notices do not require copies). The respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," or "MODIFICATION".

25.3 Bid requested to be withdrawn shall be returned unopened to the Bidders.

25.4 No Bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of Bid and the expiration of the period of Bid validity specified by the Bidder on the Bid Submission Form or any extension thereof.

#### **26. Bid Opening**

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

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

#### **27. Confidentiality**

Information relating to the examination, evaluation, and comparison of Bid, and the recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process, even after publication of the contract award.

Any effort by a Bidder to influence UNDP in the examination, evaluation and comparison of the Bid or contract award decisions may, at UNDP's decision, result in the rejection of its Bid.

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

## **E. EVALUATION OF BID**

### **28. Preliminary Examination of Bid**

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

### **29. Evaluation of Bid**

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

29.2 The evaluation team shall review and evaluate the Bids on the basis of their responsiveness to the Schedule of Requirements and Technical Specifications and other documentation provided, applying the procedure indicated in the **Data Sheet** (DS No. 25). Absolutely no changes may be made by UNDP in the criteria after all Bids have been received.

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

- a) Verification of accuracy, correctness and authenticity of the information provided by the bidder on the legal, technical and financial documents submitted;
- b) Validation of extent of compliance to the ITB requirements and evaluation criteria based on what has so far been found by the evaluation team;
- c) Inquiry and reference checking with Government entities with jurisdiction on the bidder, or any other entity that may have done business with the bidder;
- d) Inquiry and reference checking with other previous clients on the quality of performance on on-going or previous contracts completed;
- e) Physical inspection of the bidder's plant, factory, branches or other places where business transpires, with or without notice to the bidder;
- f) Testing and sampling of completed goods similar to the requirements of UNDP, where available; and
- g) Other means that UNDP may deem appropriate, at any stage within the selection process, prior to awarding the contract.

### **30. Clarification of Bid**

To assist in the examination, evaluation and comparison of bids, UNDP may, at its discretion, ask any Bidder to clarify its Bid.

UNDP's request for clarification and the Bidder's response shall be in writing. Notwithstanding the written communication, no change in the prices or substance of the Bid shall be sought, offered, or permitted, except to provide clarification, and confirm the correction of any arithmetic errors discovered by UNDP in the evaluation of the Bid, in accordance with ITB Clause 35.

Any unsolicited clarification submitted by a Bidder in respect to its Bid, which is not a response to a request by UNDP, shall not be considered during the review and evaluation of the Bid.

### **31. Responsiveness of Bid**

UNDP's determination of a Bid's responsiveness will be based on the contents of the Bid itself.

A substantially responsive Bid is one that conforms to all the terms, conditions, and specifications of the ITB without material deviation, reservation, or omission.

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

### **32. Nonconformities, Reparable Errors and Omissions**

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

32.4 Provided that a Bid is substantially responsive, UNDP may request the Bidder to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

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

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

32.6 If the Bidder does not accept the correction of errors made by UNDP, its Bid shall be rejected.

## **F. AWARD OF CONTRACT**

### **33. Right to Accept, Reject, or Render Non-Responsive Any or All Bid**

- 33.1 UNDP reserves the right to accept or reject any Bid, to render any or all of the Bids as non-responsive, and to reject all Bids at any time prior to award of contract, without incurring any liability, or obligation to inform the affected Bidder(s) of the grounds for UNDP's action. Furthermore, UNDP is not obligated to award the contract to the lowest price offer.
- 33.2 UNDP shall also verify, and immediately reject their respective Bid, if the Bidders are found to appear in the UN's Consolidated List of Individuals and Entities with Association to Terrorist Organizations, in the List of Vendors Suspended or Removed from the UN Secretariat Procurement Division Vendor Roster, the UN Ineligibility List, and other such lists that as may be established or recognized by UNDP policy on Vendor Sanctions. (See [http://www.undp.org/content/undp/en/home/operations/procurement/procurement\\_protest/](http://www.undp.org/content/undp/en/home/operations/procurement/procurement_protest/))

### **34. Award Criteria**

Prior to expiration of the period of Bid validity, UNDP shall award the contract to the qualified and eligible Bidder that is found to be responsive to the requirements of the Schedule of Requirements and Technical Specification, and has offered the lowest price (See DS No. 32).

### **35. Right to Vary Requirements at the Time of Award**

At the time of award of Contract, UNDP reserves the right to vary the quantity of the goods and/or related services, by up to a maximum twenty-five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.

### **36. Contract Signature**

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

Failure of the successful Bidder to comply with the requirement of ITB Section F.3 and this provision shall constitute sufficient grounds for the annulment of the award, and forfeiture of the Bid Security if any, and on which event, UNDP may award the Contract to the Bidder with the second highest rated Bid, or call for new Bid.

### **37. Performance Security**

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

### **38. Bank Guarantee for Advanced Payment**

Except when the interests of UNDP so require, it is the UNDP's preference to make no advanced payment(s) on contracts (i.e., payments without having received any outputs). In the event that the Bidder requires an advanced payment upon contract signature, and if such

request is duly accepted by UNDP, and the said advanced payment exceeds 20% of the total Bid price, or exceed the amount of USD 30,000, UNDP shall require the Bidder to submit a Bank Guarantee in the same amount as the advanced payment. A bank guarantee for advanced payment shall be furnished in the form provided in Section 10.

### **39. Vendor Protest**

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

<http://www.undp.org/procurement/protest.shtml>



## Instructions to Bidders

### DATA SHEET

The following data for the supply of goods and related services shall complement / supplement the provisions in the Instruction to Bidders. In the case of a conflict between the Instruction to Bidders and the Data Sheet, the provisions in the Data Sheet shall prevail.

DS No.	Cross Ref. to Instructions	Data	Specific Instructions / Requirements
1		Project Title:	For UNDP management and DIM projects
2		Title of Goods/Services/Work Required:	Provision for Daily Cleaning Services on LTA Basis
3		Country:	Different office locations as detailed in section L of the TOR
4	C.13	Language of the Bid:	<input checked="" type="checkbox"/> English
5	C.20	Conditions for Submitting Bid for Parts or sub-parts of the Total Requirements	<input checked="" type="checkbox"/> Partial Bidding is allowed for each complete lot
6	C.20	Conditions for Submitting Alternative Bid	<input checked="" type="checkbox"/> Shall not be considered
7	C.22	A pre-Bid conference will be held on:	Time: 10:00 AM Date: October 3, 2016  Venue: UNDP Conference Room  The UNDP focal point for the arrangement is: Mohammed Abbas Telephone: 0187 12 3109 Email: <a href="mailto:inquiry.procurement.sd@undp.org">inquiry.procurement.sd@undp.org</a>
8	C.21.1	Period of Bid Validity commencing on the submission date	<input checked="" type="checkbox"/> 120 days
9	B.9.5 C.15.4 b)	Bid Security	<input checked="" type="checkbox"/> Not Required
10	B.9.5	Acceptable forms of Bid Security	N/A
11	B.9.5 C.15.4 a)	Validity of Bid Security	N/A

12		Advanced Payment upon signing of contract	<input checked="" type="checkbox"/> Not allowed
13		Liquidated Damages	<input checked="" type="checkbox"/> Will not be imposed, but payment will be released only upon confirmation by UNDP that quality of services rendered during the month was satisfactory, in accordance with the Key Performance Indicators (KPI) in the TOR
14	F.37	Performance Security	<input checked="" type="checkbox"/> Not Required
15	C.17 C.17.2	Preferred Currency of Bid and Method for Currency conversion	<input checked="" type="checkbox"/> <b>US Dollars (USD)</b> ; or <input checked="" type="checkbox"/> Local Currency  <i>For comparison: UN Operational Exchange Rate will be used: UN Exchange Rate applicable on the last day of ITB Submission</i>
16	B.10.1	Deadline for submitting requests for clarifications/questions	3 days before the submission date.
17	B.10.1	Contact Details for submitting clarifications/questions	E-mail address dedicated for this purpose: <a href="mailto:inquiry.procurement.sd@undp.org">inquiry.procurement.sd@undp.org</a>
18	B.11.1	Manner of Disseminating Supplemental Information to the ITB and responses/clarifications to queries	<input checked="" type="checkbox"/> Direct communication to prospective Bidders by email or fax, and Posting on the website <a href="http://intra.sd.undp.org/bids">http://intra.sd.undp.org/bids</a>
19	D.23.3	No. of copies of Bid that must be submitted	Original: 1
20	D.23.1 b) D.23.2 D.24	Bid submission address	Provision Daily Cleaning Services on LTA Basis ITB/KRT/16/030 Attention: Head of Procurement United Nations Development Programme House 7 Block 5 Gama'a Avenue Khartoum, Sudan
21	C.21.1 D.24	Deadline of Bid Submission	Date and Time: October 23, 2016 3:00 PM
22	D.23.2	Manner of Submitting Bid	<input checked="" type="checkbox"/> Courier/Hand Delivery to UNDP Drop Box; Or <input checked="" type="checkbox"/> Electronic submission of Bid By mail: <a href="mailto:procurement.sd@undp.org">procurement.sd@undp.org</a>

			<b>Note: While one of the either options is acceptable, electronic submission is preferred over courier/hand-delivery</b>
23	D.23.2 D.26	Conditions and Procedures for electronic submission and opening, if allowed	<p>Official Address for e-submission:  <a href="mailto:procurement.sd@undp.org">procurement.sd@undp.org</a></p> <p> <input checked="" type="checkbox"/> Format: PDF files only,  <input checked="" type="checkbox"/> Max. File Size per transmission: 10 MB  <input checked="" type="checkbox"/> Max. No. of transmission: 04  <input checked="" type="checkbox"/> No. of copies to be transmitted: 01  <input checked="" type="checkbox"/> Mandatory subject of email: ITB/KRT/16/030  <input checked="" type="checkbox"/> Time Zone to be Recognized: Sudan-Khartoum local time [GMT + 3:00 hours] </p>
24	D.23.1 c)	Date, time and venue for opening of Bid	<p>Date and Time: October 23, 2016 3:30 PM</p> <p>Venue: UNDP Office</p>
25		Evaluation method to be used in selecting the most responsive Bid	<p> <input checked="" type="checkbox"/> Non-Discretionary “Pass/Fail” Criteria on the Technical Requirements; and  <input checked="" type="checkbox"/> Lowest priced offer of technically qualified/responsive Bidder </p>
26	C.15.1	Required Documents that must be Submitted to Establish Qualification of Bidders (In “Certified True Copy” form only)	<p> <input checked="" type="checkbox"/> Company Profile, which should not exceed fifteen (15) pages, including printed brochures and product catalogues relevant to the goods/services being procured;  <input checked="" type="checkbox"/> Company Registration Certificate, including approval of operation in Sudan  <input checked="" type="checkbox"/> List of top 5 Clients currently being served;  <input checked="" type="checkbox"/> Audited Financial Reports of the company for the last 2 years.  <input checked="" type="checkbox"/> CVs of the supervisor/s and 3 cleaners as per qualification </p>
27		Other documents that may be Submitted to Establish Eligibility	<p>License/Permit obtained from the Government of Sudan to operate in the Country [It is a MUST for International Bidders]</p>
28	C.15	Structure of the Technical Bid and List of Documents to be Submitted	<p>Structure:</p> <ul style="list-style-type: none"> <li>✓ Signed Bid Submission form;</li> <li>✓ Documents in 26 above;</li> </ul> <p>Submitted documents should be in line with Bid Data sheet requirements.</p>
29	C.15.2	Latest Expected date for commencement of Contract	01/12/2016
30	C.15.2	Maximum Expected duration of contract	The initial LTA will be issued for one year and with the option for renewal up to a maximum period of three years depending on supplier's

			satisfactory performance or UNDP's requirement at the discretion of UNDP.
31		UNDP will award the contract to:	<input checked="" type="checkbox"/> LTA will be awarded to One or more Proposer/s based on each Lot they win. Call-offs will be made out of the LTA by signing the Professional Services Contract(s), which will determine the actual duration and Value of contract, among other contractual requirements.
32	F.34	Criteria for the Award and Evaluation of Bid	<p><b><u>Award Criteria:</u></b></p> <p><input checked="" type="checkbox"/> Non-discretionary "Pass" or "Fail" rating on the detailed contents of the Schedule of Requirements and Technical Specifications</p> <p><input checked="" type="checkbox"/> Compliance on the following qualification requirements:</p> <p><b><u>Bid Evaluation Criteria:</u></b></p> <p><input checked="" type="checkbox"/> All criteria mentioned in Section <b>G</b> of Schedule of Requirements;</p> <p><input checked="" type="checkbox"/> Full compliance of Bid to the Technical Requirements</p>
33	E.29	Post qualification Actions	<p><input checked="" type="checkbox"/> Validation of extent of compliance to the ITB requirements and evaluation criteria based on what has so far been found by the evaluation team;</p> <p><input checked="" type="checkbox"/> Inquiry and reference checking with other previous clients on the quality of performance on on-going or previous contracts completed;</p>
34		Conditions for Determining Contract Effectively	<p><input checked="" type="checkbox"/> Signature of the LTA;</p> <p><input checked="" type="checkbox"/> Positive Performance Evaluation;</p> <p><input checked="" type="checkbox"/> Company is readily available to discuss the cleaning services issues when UNDP so requires</p>

35		Other Information Related to the ITB	<p><input checked="" type="checkbox"/> UNDP Sudan will sign the LTA with one or more specialized company(s) under Multiple LTA frame work without secondary competition. Moreover, few UN sister agencies may be making use of this LTA in the future, if capacity allows, their needs should be entertained;</p> <p><input checked="" type="checkbox"/> The TOR has covered Khartoum, Damazine and Kadugli locations, which are defined as Lots. Bidders are required to proposal covering any or all the 3 lots. One Technical Proposal covering the requirements and details of 2 lots is fine. However, there must be a separate Financial Proposal for each different Lot, due to the geographical scattering and resulting cost implications.</p> <p><input checked="" type="checkbox"/> Anticipated service prevision during the LTA is 3 years;</p>
		Joint Venture (JV)	If JV is opted, in accordance with Section 6 of this ITB, legally registered certificate must be submitted at the time of bid submission or indicate that the certificate will be submitted before LTA/PO is signed. LTA/PO will be signed only upon availability of such certificate. Failing which the bid will be disqualified at the preliminary evaluation stage
		Release of payment conditions	<p>UNDP will release due payments to contractor upon submission of the following supporting documents:</p> <ol style="list-style-type: none"> <li>1. Payment claim - invoices;</li> <li>2. Signed satisfactory completion of services report / statement from respective office focal point;</li> <li>3. Signed payment sheet for respective month and location / office; and</li> </ol> <p>Signed attendance sheet of cleaning crew for respective month as per agreed upon format.</p>
		Preliminary Examination of the Proposals	<p>Memo to Offerors (Examples of Bid Rejection)</p> <p>Proposals have been rejected at the submission stage or found to be technically noncompliant due to errors in presentation and failure to follow bidding instructions.</p> <p>Below are some of the more common examples of why proposals are rejected by UNDP. Proposers are urged to read this before</p>

			<p>submission and to check that their proposal conforms to each of these points and the instructions as noted in the bidding documents.</p> <ul style="list-style-type: none"> <li>• Proposal is submitted <u>after</u> the deadline for submission, either by hand or electronically. Emailed proposals sent just before the deadline may arrive after the deadline and be rejected. Therefore, make sure to submit your proposals beforehand.</li> <li>• Proposal not submitted to correct physical or electronic address. Note that the address for proposal submission is different to the address for bid questions.</li> <li>• Proposal is not signed as per the instructions in the ITB.</li> <li>• Not all sufficient documents have been provided.</li> <li>• Documents provided are not in English.</li> <li>• Documents provided do not directly address each point of the evaluation criteria.</li> <li>• Proposal is more like a brochure for the firm without specifically addressing the specific evaluation criteria of the ITB and TOR.</li> <li>• Proposal does not offer goods or services which have been specifically requested by UNDP in the Terms of Reference.</li> <li>• Failure to enclose the Proposal Submission Form (see Section 4).</li> <li>• The Proposer failed to consult the UNDP website before the deadline for bid submission and did not see the changes to the ITB/TOR listed there which need to be incorporated in the proposal.</li> <li>• The Proposer failed to read the minutes of the Proposers conference and to</li> </ul>
--	--	--	---

			<p>include the relevant points in their proposal.</p> <ul style="list-style-type: none"> <li>• The Proposer declines or proposes a major deviation to UNDP General Conditions of Contract (see Section 9).</li> </ul> <p>The above examples illustrate some errors which may be made by Bidders. This is a partial list. The bidding documents contain the full list of instructions relevant to each particular bid and should be followed carefully.</p>
--	--	--	--



## Section 3a: Schedule of Requirements and Technical Specifications

### For Provision Daily Cleaning Services at UNDP Management and Project Offices

Ref: ITB/KRT/16/030

---

#### A. Background:

The United Nations Development Programme (UNDP) in Sudan wishes to engage interested companies/firms for the Provision Daily Cleaning Services. UNDP intends to sign a Long Term Agreement (LTA) from which contracts will be issued between one or more successful bidder (s) and the UNDP as call-offs.

Basically, the services relate to daily cleaning of the office premises covering the following premises:

##### Lot 1:

1. UNDP Country Office Compound in Khartoum, Gama'a Street, Khartoum, Sudan;
2. UNDP Garden City Offices in Garden City, House No. 290, Khartoum;
3. UNDP DDR Office in Al Mashtal Street, Khartoum;
4. Aid Management Office in Ministry of Finance, Khartoum;

##### Lot 2:

1. UNDP Damazine Sub Office, Damazine;

##### Lot 3:

1. UNDP Kadugli Sub Office, South Kordofan State.

Please see section L below for approximate office space, and LTA duration

#### B. Objective:

The overall objective of having the provision of daily cleaning services is to keep the UNDP Office premises neat and clean at all times.

The specific objectives are: a) Maintain the staff offices clean and tidy conditions to that of the standard expected by the United Nations; b) Keep the condition of toilets, washrooms neat and clean, tidy and hygienic and free from foul smells; c) Maintain the window and door glasses and Building terraces free from dust or stains; d) Keep the exterior of the premises, including nook and corners, free from dust, mud, rubbish, dead leaves, plastics or any other kind of material that constitutes to be garbage material.

#### C. Scope of Works:

The tasks mainly relate to providing UNDP with professional daily cleaning services, supplying the cleaning staff, material and toiletries and disposal of garbage out of compound.

Within the designated UNDP Premises, the company is mainly required to clean, interior of the buildings and exterior of premises including the roofs top terraces. In the Country Office compound, additionally, the company is also required to clean UN Dispensary, the Reception at main entrance area, multipurpose room, and UN Conference Room. The detailed tasks are outlined below:

**C.1. Cleaning of Office Space and Conference Rooms:**

C.1.1 Conduct Daily Cleaning between Saturday to Thursday 06:00 - 08:00 hours, and, 15:30 – 17:30 Hrs. by availing main cleaning crews for the day long cleaning.

C.1.2 Cleaning of all office spaces and stair cases having floor-tiles with floor moping techniques, removing dirt, dust and stains from the floor, dusting of walls; cleaning and polishing of doors, windows glass panes, and frames; emptying of dust-bin bags; and removal of garbage bags from each individual offices;

C.1.3 Clean the floor carpets located in the Conference Rooms with vacuum cleaners, clean the Conference room furniture, equipment, exterior of air-conditioners, light fittings on daily basis in close consultation with IT Unit and Office Electrician;

C.1.4 Vacuum clean furniture upholstery in each floor; and conference Room;

C.1.5 mopping of all non-carpeted corridors and floor tiles with appropriate detergents on daily basis or as and when required;

**C.2. Cleaning of Bathroom/Toilet:**

C.2.1 Provide dedicated staff with hands on experience in cleaning the toilets floors as well as all plumbing accessories installed in the toilet and wash room as defined in the Key Performance Indicator (see section I of ToR);

C.2.2 Check and refill (as required) liquid soap, air-freshener, paper-towel, tissue-papers, and hand-sanitizer;

C.2.3 Clean the exhaust fans and electrical appliances, light fittings etc. in the toilets in coordination with office Electrician;

C.2.4 Clean mirrors with appropriate cleaning material;

**C.3 Office Equipment, Furniture, Fixtures, and Sundry:**

C.3.1 Clean all office furniture and fixtures on daily basis;

C.3.2. Clean exterior of air-conditioners without touching the interior;

C.3.3 Clean Indoor Plants, plant-pots at least twice a week

**C.4 Reception Area:**

C.4.1 Clean the Reception Desk, floors, glass Doors, handles throughout the workdays;

C.4.2 Clean the UN Logo, Paintings and other Display material, Indoor Plants with appropriate cleaning material on daily basis;

C.4.3 Clean daily the Water Fountain located in Reception Area and inform the Receptionist if specific care is needed e.g. fountains not working, replacement of fresh water, maintenance of pump, lights etc.;

**C.5. Exterior of the Building, Open Air Space, and Boundary Walls**

C.5.1 Broom Clean the dust and leaves from car parking slots (within UNDP Main office), walking corridors, paved /tarmacked areas within premises, areas between the Buildings and Wall or between the two Buildings on daily basis;

C.5.2 Remove the muds or other stains from the paved / tarmacked areas using water or other material as appropriate;

C.5.3 Broom Clean the entry and Exit Areas of Main Entrances located in each Premises, and Security Check Areas, if needed spray the water to calm the dust;

C.5.4. Remove and clean dust, paper, plastic or leaves etc. from all around of the UNDP offices including all roofs such as the Parking Sheds in the UNDP Main Office located in Gama'a Avenue

**C.6. UN Dispensary:**

Only UNDP Country office located in Gama'a Avenue houses the UN Dispensary, it has a separate block and consists of a Clinic, Laboratory, Sickbays, and Washrooms/toilets.

C.6.1 Clean the interior of Dispensary Block with appropriate cleaning material in consultation with UN Physician or UN Nurse on a daily basis;

C.6.2 Clean daily the Sick Bay area, Laboratory Area with the cleaning material in consultation with UN Physician or UN Nurse;

C.6.3 Clean Laboratory Apparatus as when asked by the Dispensary Lab Technician, Nurse or Physician;

**C.7 Upon completion of daily cleaning task:**

- a. Check all doors and windows and close them;
- b. Leave on only designated lights on;
- c. Ensure that collected garbage bags are removed from the premises.

**C.8 On a weekly basis, conducts the cleaning consisting of the following tasks:**

- a. Cleaning of the entire compound from inside and outside;
- b. Cleaning of shelves and portraits;
- c. Cleaning of roofs top terrace;
- d. Checking drainage systems and flush out the blockages;
- e. Cleaning of storage rooms;
- f. Clean windows blinds;
- g. Shampooing, washing, take out tough spots and stubborn stains, remove oily, sticky soil from the floor tiles and carpet fibers bottom and drying of carpets and rugs (Every quarter if any).

**D. Tentative Cleaning supplies list (but not limited to these items only)**

The contractor is required to supply and replenish all the cleaning material that are necessary for professional cleaning of all the items under the scope of this TOR. Further, it is necessary that the cost of the cleaning supplies must be quoted in the Financial offer of the Bid with details such as item description, monthly quantity, brand name, and total cost of the monthly supplies.

No .	Description	Offered Brand	Monthly Quantity	Unit Price	Monthly Cost (Currency )	Annual Cost (Currency )
1	Liquid soap for floor					
2	Liquid soap for hand wash					
3	Hand sanitizer gel					
4	Toilet paper					
5	Napkin paper for drying hands					
6	Disinfectant for cleaning of the washrooms					
7	Bleach for cleaning of floors					
8	Furniture cleaning spray					
9	Window/glass cleaning liquid					
10	Air fresheners					
11	Brooms					
12	Floor mops and handles					
13	Floor water wiper					
14	Buckets					
15	Cleaning Detergents					
16	Cleaning towels					
17	Garbage bags (different sizes)					

For the quality assurance of the cleaning material, Contractor must supply the materials produced by the manufacturers, who strictly apply internationally accepted Quality Control Mechanism (QCM) and Quality Standards in producing the material, materials of sub-standard quality will not be accepted by UNDP for the health and hygiene reasons.

UNDP highly encourages the contractor to procure items from the suppliers/manufactures that produce environmental friendly items or employ the green techniques in producing the materials.

**E. Output /Deliverables:**

<b>Key Milestones</b>	<b>Frequency/Applicability (Saturday to Thursday)</b>	<b>Clearance Required</b>	<b>Documents Required</b>
1. Office Spaces, office equipment and appliances, furniture and fixtures as explained in scope of works are professionally cleaned	On Daily Basis  All UNDP Premises that are Contracted	OSS or Designated Official	Monthly Time Sheet of Cleaners worked
2. Conference Room, conference equipment, conference furniture, carpet as explained in the scope of works professionally cleaned	On Daily Basis  UNDP Main Office Only	IT and OSS	Monthly Time Sheet of Cleaners Worked
3. UN Dispensary, including medical equipment, appliances and laboratories utensils professionally cleaned	On Daily Basis  UN Dispensary Block Only	UN Physician/UN Nurse	Monthly Time Sheet of Cleaners Worked
4. All exterior of the Building Premises as explained in the scope of works cleaned as stated in the scope of the works	On Daily Basis  All UNDP Premises that are Contracted	OSS or Designated Official	Monthly Time Sheet of Cleaners Worked
5. All Building Premises Roofs as explained in the scope of works cleaned as stated in the scope of the works	On Monthly Basis  All UNDP Premises that are Contracted	OSS or Designated Official	Monthly Time Sheet of Cleaners Worked
6. All toilets, including plumbing fittings and fixtures as explained in the Scope of the Works professionally cleaned	On Daily Basis  All UNDP Premises that are Contracted	OSS or Designated Official	Monthly Time Sheet of Cleaners Worked

**F. Duration of the Contract:**

From the Long Term Agreement (LTA), the initial contract will be signed for a period of 1 year, which will be professional Services Contract. Depending on the quality standard of cleaning and satisfactory performance of the company and its cleaning staff, contract may be extended for further period of additional 2 years.

**G. Selection Criteria of the Company:**

UNDP evaluates the bids based on the evaluation criteria mentioned in the Bid Data Sheet, Serial Number 32 of the ITB, of which the TOR is a part. The offers will be evaluated using the lowest financial offer of technically qualified

Qualification of Cleaning Supervisor and Crews:

Designation	Qualification	Experience
Cleaning Supervisor	Minimum high school certificate.  Should be able to communicate well in English both written and spoken. Trained or knowledgeable about various cleaning jobs.	At least 3 years of hands-on experience as Supervisor of cleaning crew.
Cleaners	Basic training in office cleaning techniques and knowledgeable about cleaning material, cleaning methods and office equipment.	At least 3 years of experience as an office cleaner

**Award Criteria:**

The contract will be awarded to the Offeror (s) whose proposal is technically responsive and offers the lowest financial proposal.

**H. Performance Monitoring and Quality Control:**

UNDP Premises Management Focal Point will constantly monitor the quality and timeliness of the cleaning services and provides oral or written feedback or instruction to Supervisor of the cleaning company for the immediate implementation. At the end of the Day, the Cleaning supervisor must submit the “Daily Cleaning Schedule” one each for Office Space, Corridors and Staircases; Conference Room; UN Dispensary; and Exterior of the Building signed off both by the designated cleaners and the Cleaning Supervisor. Likewise, it is required that the Cleaning Supervisor must submit the “Weekly Cleaning Schedule” clearly demonstrating the areas or items cleaned in an interval of week, signed off both by the designated cleaners and the cleaning Supervisor.

UNDP will arrange performance review meetings, at least once in three months or as required, with Contractors representatives from its Head Office in which Cleaning Supervisor is also required to be present. The objective of the meeting is to discuss the feedback received from all the clients on the quality standard and timeliness in cleaning services provided by the company as well as overall contract management issues, including competencies of the cleaning crews and supervisor. Depending on the feedback, the company must prepare measures to improve the service standards.

**I. Key Performance Indicators (KPI):**

Performance Indicators	Excellent	Satisfactory	Unsatisfactory	Minimum Acceptable Standard
<b>DURING LTA VALIDITY:</b>				
Vendors Performance	Vendor is readily available for discussions at all times and is able to fulfill the conditions of LTAs smoothly	Vendor is normally available for discussions and most of the times is able to fulfill the conditions of LTA smoothly	Vendor is normally unavailable for discussions and most of the times unable to fulfill the conditions of LTAs	Satisfactory
<b>DURING CONTRACT IMPLEMENTATION:</b>				
Cleaning Standards	Professional cleaning standard observed at all times consistently, no issues or feedback needed to rectify during the month	Cleaning standard observed most of the times were good, few issues or feedback needed to rectify and were timely rectified during the month	Cleanliness observed most of the times were not up to the standard, many issues or feedback needed, the issues were not timely implemented	Satisfactory
Availability of Cleaning Crews	Cleaning Supervisor and Cleaners always available on time and in appropriate number, no complaints about lack of staff during the month	Cleaning Supervisor and Cleaners available most of the times in appropriate number except for few instances, presence improved immediately upon feedback	There is an erratic presence of either cleaners or cleaning supervisor, many delays in improving the staff presence feedback by UNDP during the month	Satisfactory
Skills of the Cleaning Crews	Professional cleaning skills applied at all times, including use of right cleaning material, cleaning tools and cleaning techniques, with no complaints by any clients during the month	Professional cleaning skills applied most of the times, with an exception to one or two instances but training was immediately provided to the cleaners needing refresher course during the month	Professional cleaning skills applied only sometimes, many complaints from the Clients on either use of wrong cleaning material or technique or poor quality services during the month	Satisfactory
Competencies	Entire cleaning	Cleaning crew is	Most of the times,	Satisfactory



of the Cleaning Crews	crew is polite, approachable and responds quickly to the feedback provided at all times, without any complaints during the month	polite, approachable and responds quickly most of the times, only few complaints during the month	cleaning crew is impolite, difficult to approach and late in responding to the requests made during the month	
Cleaning Uniform and Impression	During working hours, dressed in neat and tidy cleaning uniform, equipped with cleaning tools in a presentable manner, no staff incidents of out-dress or unavailability of tools reported during the month	Only few incidents of few staff not wearing the neat and tidy uniform or not equipped with cleaning tools in a presentable manner but was corrected immediately upon feedback during the month	Only few incidents of staff wearing neat and clean uniform or equipped with cleaning tools in a presentable manner, no corrected timely even upon feedback during the month	Satisfactory
Supply of toiletries and Cleaning material	No incidents of lack of paper-towel, liquid hand-wash and toilet paper in the washrooms/toilets, no complaints by crews of lack of other cleaning material or their quality	Only a couple of incidents of lack of paper-towel, or liquid soap or toilet paper in the washroom/toilet, but immediately replenished upon feedback during the month	A number of complaints received from users of lack of paper-towel, liquid soap or toilet paper, delays in replenishment of supplies despite feedback during the month	Satisfactory
Repetition of unsatisfactory performance for more than 3 times a month despite feedback during the contract management meeting may lead to LTA/Contract termination.				

#### **J. UNDP's and Contractor's Responsibility:**

**UNDP's Responsibilities:** For the purpose of physical site visit by bidder's representative during the bidding period, designated UNDP official will conduct a guided tour of UNDP's premises to enable them to understand the scale of the task. The bidders are required to communicate to UNDP their date and time of the visit by location, based on which UNDP will arrange the accompanied tour. Once Contractor is selected and contract signed, UNDP will make an arrangement for smooth access of the contractor's cleaning crews to the building premises as well as to the designated cleaning areas. To this end, UNDP will provide ID cards to contractors cleaning crews for each specific location.

**Contractors Responsibilities:** All bidders are encouraged to inspect the building premises as far as possible for them to accurately understand the scope of the works and prepare the proposals more realistically during the stage of bidding for which they are required to inform UNDP in writing stating number of people of the inspection team, and date and time of arrival in the premises. Once contract signed, the contractor is required to provide the citizenship and CVs of all cleaning crews proposed to each premise.

#### K. Workers' Welfare:

The cleaning contracts for the provision daily cleaning services to UNDP main compound and other locations must include a contractual obligation on contractors requiring them to provide safe and fair work practices for their employees (who are engaged in duties directly in connection with performance of the contract);

The employees shall have the right to receive any medical care that is urgently required for the preservation of their life or the avoidance of irreparable harm to their health or any emergency medical care required. In this respect, the employer shall make provision of insurance of the staff who will be engaged in duty for the cleaning services.

Wages and Overtime to the cleaning staff shall be paid on monthly basis. Payment shall be made to the employees no later than 30th or 31st of each month.

The contractor must pay to its staffs not less than minimum wage including benefits as per relevant law/provision of the government of Sudan.

The contractor shall submit the wages payment sheet/record to UNDP in every month upon payment of the wages to the cleaning staff. The contractor shall pay the full amount of wages and benefits to the cleaning staff that will be stated in the bid documents.

**In the Financial Proposal, the bidder is required to provide breakdown of salary structure as below:**

Breakdown of Salary (please indicate all that applies) (a)						Deductions (b)		a-b
Basic Salary	Allowances	Transport Allowances	Bonus	Social Insurance	Medical Insurance	Provident fund	Others	Net Take Home Salary

In order to correctly complete the above table diligent consideration must be given to below cost factors. Bidders must adhere to labor law and meet at least, the minimum salary scale requirements.

Employee salary components:	Employee deductions:	Employer contribution:
• Basic salary	Social insurance	Social insurance
• Cost of living allowances	Medical insurance	Medical insurance
• Transport allowances	Provident fund	After service benefits
• Overtime and bonus	Others (as required by labor law of Sudan)	Others (as required by labor law of Sudan)
• Replacement cost (annual leave, sick leave, maternity leave, etc.)		
• Uniforms and other entitlements		

### **Cleaning Crews and Supplies:**

1. Cleaning crews, including supervisors, as well as equipment and materials including, but not limited to, garbage bags are to be provided by the contractor. The contractor will ensure that all staff whose CVs were proposed in the bidding document shall be deployed as cleaning crews to the UNDP Premises. Where it is not possible to do so, the contractor must propose the CVs of equivalent or higher credential and change the crew only upon UNDP's approval of the replacement CV by authorized representative of UNDP.
2. In case UNDP requires additional cleaning crews, the contractor is required to provide trained crews upon request for which UNDP will give them at least 7 working days of advance notice.
3. While in the duty within the UNDP Premises, cleaning crews must be dressed in the appropriate Uniform with name/identification badges of the contractor's company, failing which UNDP may prevent the cleaner to enter the UNDP Premises.
4. Contractor must supply the materials produced by the manufacturers, who strictly apply internationally accepted Quality Control Mechanism (QCM) and Quality Standards in producing the material, materials of sub-standard quality will not be accepted by UNDP for the health and hygiene reasons. In case of discrepancies, UNDP reserves the right to reject the proposed quantity of cleaning material and replace those with better ones.

## L. Volume of Tasks, Cleaning Crew, and LTA Duration

Note: LTA ceiling will be calculated based on the quoted price multiplied by 3 years maximum.

UNDP Organization al Units	Location	Current Number of Cleaners by Category		Major Scope of cleaning			Timing (Saturday – Thursday)	Expected Maximum Duration of LTA (Years)
		Cleaners	Cleaning Supervisor	Office Space (building interior)	Bathroom / Toilets ( Qty. in numbers)	Open Space in Premises		
LOT 1 (Khartoum):								
Country Office (CO)	Gama’s Avenue, Block # 5, Khartoum, Sudan	26	2	3,501 m²	30	2,928 m²	6:00 am - 3:00 pm	3
DDR Programme	Al-Mashtal Street, Khartoum, Sudan	6	1	292 m²	5	200 m²	6:00 am - 3:00 pm	3
Garden City Premises	Garden City, Khartoum, Sudan	17	2	2,894 m²	28	1,457 m²	6:00 am - 3:00 pm	3
Aid Managemen t	Located at Burj Altamynaat Almotaheda	1	X	35 m²	Not Available	Not Available	6:00 am - 3:00 pm	3
LOT 2: UNDP Sub Office, Damazine, Blue Nile State								
Damazine	Blue Nile, Sudan	3	1	764 m²	3	581 m²	7:00 am - 3:00 pm	3
LOT 3: UNDP Kadugli Sub Office, Kadugli, South Kordofan State								
Kadugli	South Kordofan, Sudan	2	1	100 m²	6	95 m²	7:00 am - 3:00 pm	3
<b><u>Important Notes:</u></b>  For each call-offs, Professional Services Contract will be issued to the winning bidder with whom UNDP signs the LTA on completion of the solicitation process and it is this Contract which will determine the actual duration of Contract, its Value and General Terms and Conditions etc.  The resulting LTA will be Country Specific one, applicable within Sudan. The LTA will be awarded to one/ or multiple Vendors.								

### Section 3b: Related Services

Further to the Schedule of Requirements in the preceding Table, Bidders are requested to take note of the following additional requirements, conditions, and related services pertaining to the fulfillment of the requirements: *[check the condition that applies to this ITB, delete the entire row if condition is not applicable to the goods being procured]*

Delivery Term	N/A
Exact Address of Delivery/Installation Location	N/A
Mode of Transport Preferred	N/A
UNDP Preferred Freight Forwarder, if any	N/A
Distribution of shipping documents <i>(if using freight forwarder)</i>	N/A
Delivery Date	According to agreed time line per daily cleaning schedule.
Ex-factory / Pre-shipment inspection	N/A
Inspection upon delivery	N/A
Installation Requirements	N/A
Testing Requirements	N/A
Scope of Training on Operation and Maintenance	N/A
Commissioning	N/A
Technical Support Requirements	N/A
Payment Terms <i>(payment of the insurance premium)</i>	<input checked="" type="checkbox"/> 100% monthly invoice within 30 days upon UNDP's acceptance of the services
Conditions for Release of Payment	<input checked="" type="checkbox"/> Written confirmation of satisfactory delivery the services as per full compliance with ITB requirements
After-sale services required	As this is daily cleaning and supply of materials, also the cleaning material shall meet the specified quality standards at all times.
All documentations, including catalogs, instructions and operating manuals, shall be in this language	<input checked="" type="checkbox"/> English <input checked="" type="checkbox"/> Arabic

#### Section 4: Bid Submission Form<sup>1</sup>

***(This should be written in the Letterhead of the Bidder. Except for indicated fields, no changes may be made in this template.)***

---

Khartoum, Sudan

Date: \_\_\_\_\_

To: Procurement Unit

Dear Sir/Madam:

We, the undersigned, hereby offer to supply the services required for Provision of Daily Cleaning Services in accordance with your Invitation to Bid dated August 4, 2016. We are hereby submitting our Bid, which includes the Technical Bid and Price Schedule.

We hereby declare that:

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

We confirm that we have read, understood and hereby fully accept the Schedule of Requirements and Technical Specifications describing the duties and responsibilities required of us in this ITB, and the General Terms and Conditions of UNDP's Standard Contract for this ITB.

We agree to abide by this Bid for 90 days.

We undertake, if our Bid is accepted, to initiate the supply of goods and provision of related services not later than the date indicated in the Data Sheet.

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

We remain,

Yours sincerely,

Authorized Signature <i>[In full and initials]</i> :	
Name and Title of Signatory:	
Name of Firm:	
Contact Details:	

---

<sup>1</sup> No deletion or modification may be made in this form. Any such deletion or modification may lead to the rejection of the Bid.

**Section 5: Offer Submission Checklist and response to requirement**  
**For use of the bidder to ensure full compliance with ITB requirement**

#	Requirement	Response (Yes / No) or attached
1.	Company Profile, including printed brochures and product catalogues relevant to the translation services being procured	
2.	Company Registration Certificate	
3.	List of top 5 Clients currently being served	
4.	Audited Financial Reports of the company for the last 2 years	
5.	CVs of the staff proposed for the Services	
6.	Submission of the signed and stamped Bid Submission form (Section 4), bidder Information Form (Section 6), and Price Schedule form (Section 7)	
7.	Full compliance of Bid to the Technical Requirements	



**Section 6: Documents Establishing the Eligibility and Qualifications of the Bidder**  
**Bidder Information Form**

Date: *[insert date (as day, month and year) of Bid Submission]*  
 ITB No.: *[insert number of bidding process]*

Page \_\_\_\_\_ of \_\_\_\_\_ pages

1. Bidder's Legal Name <i>[insert Bidder's legal name]</i>		
2. In case of Joint Venture (JV), legal name of each party: <i>[insert legal name of each party in JV]</i>		
3. Actual or intended Country/ies of Registration/Operation: <i>[insert actual or intended Country of Registration]</i>		
4. Year of Registration in its Location: <i>[insert Bidder's year of registration]</i>		
5. Countries of Operation	6. No. of staff in each Country	7. Years of Operation in each Country
8. Legal Address/es in Country/ies of Registration/Operation: <i>[insert Bidder's legal address in country of registration]</i>		
9. Value and Description of Top three (3) Biggest Contract for the past five (5) years		
10. Latest Credit Rating (Score and Source, if any)		
11. Brief description of litigation history (disputes, arbitration, claims, etc.), indicating current status and outcomes, if already resolved.		
12. Bidder's Authorized Representative Information  Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i>		
13. Are you in the UNPD List 1267.1989 or UN Ineligibility List ? <input type="checkbox"/> YES or <input type="checkbox"/> NO		
14. Attached are copies of original documents of:  <input type="checkbox"/> All eligibility document requirements listed in the Data Sheet  <input type="checkbox"/> If Joint Venture/Consortium – copy of the Memorandum of Understanding/Agreement or Letter of Intent to form a JV/Consortium, or Registration of JV/Consortium, if registered  <input type="checkbox"/> If case of Government corporation or Government-owned/controlled entity, documents establishing legal and financial autonomy and compliance with commercial law.		

Joint Venture Partner Information Form (if Registered)

Date: *[insert date (as day, month and year) of Bid Submission]*

ITB No.: *[insert number of bidding process]*

Page \_\_\_\_\_ of \_\_\_\_\_ pages

1. Bidder's Legal Name: <i>[insert Bidder's legal name]</i>		
2. JV's Party legal name: <i>[insert JV's Party legal name]</i>		
3. JV's Party Country of Registration: <i>[insert JV's Party country of registration]</i>		
4. Year of Registration: <i>[insert Party's year of registration]</i>		
5. Countries of Operation	6. No. of staff in each Country	7. Years of Operation in each Country
8. Legal Address/es in Country/ies of Registration/Operation: <i>[insert Party's legal address in country of registration]</i>		
9. Value and Description of Top three (3) Biggest Contract for the past five (5) years		
10. Latest Credit Rating (if any): Click here to enter text.		
1. Brief description of litigation history (disputes, arbitration, claims, etc.), indicating current status and outcomes, if already resolved. Click here to enter text.		
13. JV's Party Authorized Representative Information Name: <i>[insert name of JV's Party authorized representative]</i> Address: <i>[insert address of JV's Party authorized representative]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers of JV's Party authorized representative]</i> Email Address: <i>[insert email address of JV's Party authorized representative]</i>		
14. Attached are copies of original documents of: <i>[check the box(es) of the attached original documents]</i>  <input type="checkbox"/> All eligibility document requirements listed in the Data Sheet <input type="checkbox"/> Articles of Incorporation or Registration of firm named in 2. <input type="checkbox"/> In case of government owned entity, documents establishing legal and financial autonomy and compliance with commercial law.		

## Section 7: Price Schedule Form

### Financial Proposal Form

The Proposer is required to prepare the Financial Proposal the ITB as indicated in the Instruction to Bidder. The Financial Proposal must provide a detailed cost breakdown as listed in the table below. No alternation should be made to this table, failing which the bid will be disqualified. Grand total of Table A must be equal with the Grand Total of Table-B, failing which the financial proposal will disqualify.

**Currency: bidders can quote either in USD or SDG**

Table-A:				
Cost Components (Please fill up for each Lot)	Measurement (m <sup>2</sup> )	Unit Rate per component	Monthly cost	Total yearly cost (currency)  .....
(Management Fee shall not exceed 10%, maximum)	(A)	(B)	(C)=AxB	D = C x 12
<b>Lot 1: Khartoum</b>				
<b>1. UNDP main Compound:</b>				
Office Space (building interior)	3,501			
Bathroom / Toilets (Qty. in numbers)	30			
Open Space in Premises	2,928			
<b>Sub-Total Lot 1</b>				
<b>2. Garden City:</b>				
Office Space (building interior)	2,894			
Bathroom / Toilets (Qty. in numbers)	28			
Open Space in Premises	1,457			
<b>Sub-Total Lot 1</b>				
<b>3. DDR:</b>				
Office Space (building interior)	292			
Bathroom / Toilets (Qty. in numbers)	5			
Open Space in Premises	200			
<b>Sub-Total Lot 1</b>				
<b>4. Aid Management</b>				
Office Space (building interior)	35			
Bathroom / Toilets (Qty. in numbers)	N/A			
Open Space in Premises	N/A			
<b>Sub-Total Lot 1</b>				
<b>Total Lot 1</b>				
<b>Lot 2: Damazine</b>				
Office Space (building interior)	764			
Bathroom / Toilets (Qty. in numbers)	3			
Open Space in Premises	581			
<b>Total Lot 2</b>				

Table-A:				
Cost Components (Please fill up for each Lot)	Measurement (m <sup>2</sup> )	Unit Rate per component	Monthly cost	Total yearly cost (currency) .....
(Management Fee shall not exceed 10%, maximum)	(A)	(B)	(C)=AxB	D = C x 12
Lot 3: Kadugli				
Office Space (building interior)	100			
Bathroom / Toilets (Qty. in numbers)	6			
Open Space in Premises	95			
Total Lot 3				
GRAND TOTAL Price (all 3 Lots)				
<b>Important Note:</b> For the payment in USD, the contracted company happens to be local vendor, it shall be able to open the USD Bank Account in Sudan				

**Table-B** is to demonstrate the cost split between Cleaning Crews, Overhead and Cleaning Material:

**Important:** Grand Total Price in Table-A must be equal to Grand Total Price in Table- B, failing which price proposal will be disqualified.

Table-B:	
Cost Components:	Quoted Amount (Currency)
1. Cost of the Staff:	
1.1 Lot 1	.....
1.2 Lot 2	.....
1.3 Lot 3	.....
2. Overhead Cost (maximum acceptable 10% of staff cost):	
2.1 Lot 1	.....
2.2 Lot 2	.....
2.3 Lot 3	.....
3. Cost of Cleaning Material:	
3.1 Lot 1	.....
3.2 Lot 2	.....
3.3 Lot 3	.....
GRAND TOTAL (table B)	

<b>COMPANY'S INFORMATION</b>	
<b>Name and Address of Firm:</b>	
_____	
_____	
_____	
<b>Telephone No.</b>	_____
<b>Fax No.</b>	_____
<b>Email:</b>	_____
<b>Website:</b>	_____
<b>Authorized Signatory and stamp</b>	_____
<b>Date of Proposal</b>	_____

**Section 8:**  
**1. Long Term Agreement (Sample)**

---

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

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

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

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

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

**Article 1: SCOPE OF WORK**

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

**Article 2: CHANGES IN CONDITION**

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

**Article 3: CONTRACTOR'S REPORTING**

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

**Article 4: GENERAL AND SPECIAL TERMS AND CONDITIONS**

6. The standard UNDP General Conditions for Professional Services, attached as Annex 4, shall apply to this Agreement, and any subsequent contracts concluded in accordance with paragraph 1 above.

**Article 5: ACCEPTANCE**

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

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

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

For and on behalf of:

UNITED NATIONS

DEVELOPMENT PROGRAMME

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## **2. GENERAL CONDITIONS OF CONTRACT FOR SERVICES**

### **1.0 LEGAL STATUS:**

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

### **2.0 SOURCE OF INSTRUCTIONS:**

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

### **3.0 CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES:**

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

### **4.0 ASSIGNMENT:**

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

### **5.0 SUB-CONTRACTING:**

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

### **6.0 OFFICIALS NOT TO BENEFIT:**

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

### **7.0 INDEMNIFICATION:**

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



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

## **8.0 INSURANCE AND LIABILITIES TO THIRD PARTIES:**

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

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

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

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

**8.4.1** Name UNDP as additional insured;

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

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

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

## **9.0 ENCUMBRANCES/LIENS:**

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

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

## **11.0COPYRIGHT, 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.

## **12.0USE 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.

## **13.0CONFIDENTIAL 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..

## **15.0TERMINATION**

**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.

## **16.0SETTLEMENT OF DISPUTES**

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

parties.

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

## **17.0 PRIVILEGES AND IMMUNITIES:**

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

## **18.0 TAX EXEMPTION**

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

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

## **19.0 CHILD LABOUR**

**19.1** The Contractor represents and warrants that neither it, nor any of its suppliers is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected

from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical mental, spiritual, moral or social development.

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

#### **20.0 MINES:**

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

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

#### **21.0 OBSERVANCE OF THE LAW:**

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

#### **22.0 SEXUAL EXPLOITATION:**

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

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

#### **23.0 SECURITY:**

**23.1** The Contractor shall:

- (a) Put in place an appropriate security plan and maintain the security plan, taking into account the security situation in the country where the services are being provided;

- (b) Assume all risks and liabilities related to the Contractor's security, and the full implementation of the security plan.

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

#### **24.0 AUDITS AND INVESTIGATIONS:**

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

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

#### **25.0 ANTI-TERRORISM:**

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

#### **26.0 AUTHORITY TO MODIFY:**

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