

United Nations Development Programme

Programme of Assistance to the Palestinian People

برنامج الأمم المتحدة الإنمائي / برنامج مساعدة الشعب الفلسطيني



RFQ -PAL- 0000162586

Date: 11 November 2021

REQUEST FOR QUOTATION / PROPOSAL**Subject: Long Term Agreement for the provision of Cleaning and Gardening Services at UNDP/PAPP Gaza Office (Event ID: 0000011105)**

Dear Bidder,

We kindly request you to submit your quotation/proposal to conduct **Long Term Agreement for the provision of Cleaning and Gardening Services at UNDP/PAPP Gaza Office**, as detailed in Annex 1 of this RFQ. When preparing your quotation, please be guided by the form attached hereto as Annex 3.

Please note that this procurement process is being conducted through the online tendering system of UNDP. Bidders who wish to submit an offer must be registered in the system. Visit this page for system user guides and videos in different languages:

<http://www.undp.org/content/undp/en/home/operations/procurement/business/procurement-notices/resources/>

If already registered, go to **<https://etendering.partneragencies.org>** and sign in using your username and password.

Use "Forgotten password" link if you do not remember your password. Do not create a new profile.

If you have never registered in the system before, you can register by visiting the link below and follow the instructions in the user guide (attached):

<https://etendering.partneragencies.org>

•**Username:** event.guest

•**Password:** why2change

It is strongly recommended to create a username with two parts: your first name and last name separated by a ".", (similar to the one shown above). Once registered you will receive a valid password to the registered email address which you can use for signing in and changing your password.

Please note that your new password should meet the following criteria:

- Minimum 8 characters
- At least one UPPERCASE LETTER
- At least one lowercase letter
- At least one number

You can view and download tender documents with the guest account as per the above username and password, however, if you are interested to participate, you must register in the system and subscribe to this tender to be notified when amendments are made.

Quotations that are received by UNDP after the deadline indicated, for whatever reason, shall not be considered for evaluation.

In the course of preparing your Proposal, it shall remain your responsibility to ensure that it reaches the address above on or before the deadline. Proposals that are received by UNDP after the deadline indicated above, for whatever reason, shall not be considered for evaluation.

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

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The Proposal that complies with all of the requirements, meets all the evaluation criteria and attains the highest combined technical and financial scores shall be selected and awarded the contract. Any offer that does not meet the requirements shall be rejected.

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

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

Any Contract or Purchase Order that will be issued as a result of this RFP shall be subject to the General Terms and Conditions attached hereto. The mere act of submission of a Proposal implies that the Service Provider accepts without question the General Terms and Conditions of UNDP, herein attached as Annex 4.

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

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

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

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

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

Thank you and we look forward to receiving your Proposal.

Sincerely yours,

30-Nov-2021
Shehadeh Habash
Shehadeh A. Habash

Head of Procurement Unit

UNDP/PAPP



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Annex 1**Description of Requirements**

Context of the Requirement	UNDP/PAAP – Gaza office												
Implementing Partner of UNDP	UNDP/PAPP												
Brief Description of the Required Services	RFP for Long Term Agreement for the provision of Cleaning and Gardening Services at UNDP/PAPP Gaza Office												
List and Description of Expected Outputs to be Delivered	Please refer to the ToR attached under Annex 2												
Person to Supervise the Work/Performance of the Service Provider	UNDP assigned responsible officers												
Frequency of Reporting	Please Refer to the TOR – Annex 2												
Progress Reporting Requirements	To be agreed on with the UNDP responsible officers												
Location of work	<input checked="" type="checkbox"/> Exact Address/es <i>[pls. specify]</i> Gaza Strip <input checked="" type="checkbox"/> At Contractor's Location												
Expected duration of work	Three (3) calendar Years												
Target start date	1 January 2022												
Latest completion date	31 December 2024												
Travels Expected	<table border="1"> <thead> <tr> <th>Destination/s</th><th>Estimated Duration</th><th>Brief Description of Purpose of the Travel</th><th>Target Date/s</th></tr> </thead> <tbody> <tr> <td>Gaza Strip</td><td></td><td></td><td></td></tr> <tr> <td></td><td></td><td></td><td></td></tr> </tbody> </table>	Destination/s	Estimated Duration	Brief Description of Purpose of the Travel	Target Date/s	Gaza Strip							
Destination/s	Estimated Duration	Brief Description of Purpose of the Travel	Target Date/s										
Gaza Strip													
Special Security Requirements	<input type="checkbox"/> Security Clearance from UN prior to travelling <input type="checkbox"/> Completion of UN's Basic and Advanced Security Training <input type="checkbox"/> Comprehensive Travel Insurance <input type="checkbox"/> Others <i>[pls. specify]</i>												
Facilities to be Provided by UNDP (i.e., must be excluded from Price Proposal)	N/A												
Implementation Schedule indicating breakdown and timing of activities/sub-activities	<input type="checkbox"/> Required <input checked="" type="checkbox"/> Not Required												
Names and curriculum vitae of individuals who will be involved in completing the services	<input checked="" type="checkbox"/> Required <input type="checkbox"/> Not Required												
Currency of Proposal	<input type="checkbox"/> United States Dollars <input type="checkbox"/> Euro <input checked="" type="checkbox"/> Local Currency (New Israeli Shekel)												
Value Added Tax on Price Proposal	<input type="checkbox"/> must be inclusive of VAT and other applicable indirect taxes <input checked="" type="checkbox"/> must be exclusive of VAT and other applicable indirect taxes												

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Validity Period of Proposals (Counting for the last day of submission of quotes)	<input type="checkbox"/> 60 days <input type="checkbox"/> 90 days <input checked="" type="checkbox"/> 120 days In exceptional circumstances, UNDP may request the Proposer to extend the validity of the Proposal beyond what has been initially indicated in this RFP. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Proposal.								
Partial Quotes	<input checked="" type="checkbox"/> Not permitted <input type="checkbox"/> Permitted <i>[pls. provide conditions for partial quotes, and ensure that requirements are properly listed to allow partial quotes (e.g., in lots, etc.)]</i>								
Payment Terms ¹	Please also refer to the ToR <table border="1" style="width: 100%;"> <tr> <th>Milestone</th> <th>% Payment</th> <th>Target Date</th> </tr> <tr> <td> Equal Monthly Payment within <ul style="list-style-type: none"> 30 working days of satisfactory acceptance by end user; Submission of an official invoice. </td> <td></td> <td>in the 15th of Each month</td> </tr> </table>			Milestone	% Payment	Target Date	Equal Monthly Payment within <ul style="list-style-type: none"> 30 working days of satisfactory acceptance by end user; Submission of an official invoice. 		in the 15th of Each month
Milestone	% Payment	Target Date							
Equal Monthly Payment within <ul style="list-style-type: none"> 30 working days of satisfactory acceptance by end user; Submission of an official invoice. 		in the 15th of Each month							
Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment	UNDP assigned responsible officers								
Type of Contract to be Signed	<input checked="" type="checkbox"/> Contract Face Sheet (Goods and-or Services)								
Criteria for Contract Award	<input type="checkbox"/> Lowest Price Quote among technically responsive offers <input checked="" type="checkbox"/> Highest Combined Score (based on the 70% technical offer and 30% price weight distribution) <input checked="" type="checkbox"/> Full acceptance of the UNDP Contract General Terms and Conditions (GTC). This is a mandatory criterion and cannot be deleted regardless of the nature of services required. Non acceptance of the GTC may be grounds for the rejection of the Proposal.								
Criteria for the Assessment of Proposal	Technical Proposal <input checked="" type="checkbox"/> Capacity and Expertise of the Firm 50% <input checked="" type="checkbox"/> Proposed Work Plan and Approach 20% <input checked="" type="checkbox"/> Personnel 30% Evaluation of the technical proposals will be done prior to any price proposal being opened and compared. The financial proposal will be opened only for submissions that passed the minimum technical score (70%) in the evaluation of the technical proposals.								

¹ UNDP preference is not to pay any amount in advance upon signing of contract. If the Service Provider strictly requires payment in advance, it will be limited only up to 20% of the total price quoted. UNDP shall require the Service Provider to submit a bank guarantee or bank cheque payable to UNDP, in the same amount as the payment advanced by UNDP to the Service Provider.

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	<p>The technical proposals are evaluated based on their responsiveness to the Terms of Reference (TOR).</p> <p>The evaluation form for the technical proposals follows. The obtainable number of points specified for each evaluation criterion indicates the relative significance of weight of the item in the overall evaluation process.</p> <p>Technical Evaluation Criteria that will be used - Technical proposals will be evaluated based on the following criteria:</p>		
	Technical Proposal Evaluation		Points obtainable
	1.	Expertise of Firm /International Organizations	50
	2.	Proposed Work Plan and Approach	20
	3.	Personnel	30
	Total		100
	Technical Evaluation Criteria		Points
	Capacity and Expertise of Firm /Organization		Weight
			50
	1.1	Reputation of Firm: (Competence / Reliability):	
		List of similar executed projects.	10
		Three reference letters from corporate clients.	10
	1.2	Professional Experience:	
		Years of experience with UN Agencies.	15
		Years of experience with other corporate clients.	15
	Proposed Work Plan and Approach		20
	2.1	Clear understanding of requirements of the RFQ.	5
	2.2	Have the important aspects of the task been addressed in sufficient detail?	5
	2.3	Work Plan is sufficiently detailed to illustrate all activities required to complete contract.	10
	Personnel		30
	3.1	Forman / Supervisor	5
	3.2	Messenger / cleaners (6 No.)	20
	3.4	Gardener	3
	3.5	Car Cleaner	2
	Total		100
UNDP will award the contract to:	<input checked="" type="checkbox"/> One and only one Service Provider who obtains the highest Total Combined Score on his/her Proposal (based on combined scoring method)		
Annexes to this RFP	<input checked="" type="checkbox"/> Form for Submission of Proposal (Annex 3)		

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	<input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 4) ² <input checked="" type="checkbox"/> Detailed TOR (Annex 2) <input type="checkbox"/> Others
Pre-proposal conference	<p>Will be Conducted</p> <p>Pre-proposal conference will be held at UNDP Gaza office.</p> <p>Attendance at the Pre-proposal conference is compulsory (حضور الاجتماع التمهيدي إلزامي)</p> <p>Time: 12:00 p.m. Jerusalem Time</p> <p>Date : December 5, 2021 12:00 PM</p>
Contact Person for Inquiries (Written inquiries only) ³	<p><i>The Procurement Analyst</i> <i>Proc10.papp@undp.org</i> <i>Tel: 08-2863364</i></p> <p>Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers.</p> <p>Deadline to receive enquiries: 6 December 2021</p> <p>Answers to received enquiries (if any), will be documented and sent to all invited bidders on 8 December 2021</p>
Deadline to receive proposals	<p>Proposals may be submitted on or before the date and time set in the UNDP e-Tendering system for this event/RFQ.</p> <p><u>https://etendering.partneragencies.org</u></p> <p>Event ID: 0000011105</p> <p>Dead line: 13 December 2021 6:00AM EST (12:00hr Jerusalem Time)</p>

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

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

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Annex 2

Terms of Reference

2. Background and Context:

The United Nations Development Programme, Programme of Assistance to the Palestinian People UNDP/PAPP – Gaza office needs a company to perform the cleaning and gardening services for its premises, Parking area and Garden in Gaza City. To achieve cost efficiency while ensuring outstanding quality of services, UNDP/PAPP will enter into a long-term agreement with qualified Company.

3. The Scope and Objectives

This tender aim to establish a Long-Term Agreement (LTA) with a single supplier for a minimum period of one year. The LTA will be subject to extension based on good performance and upon mutual agreement for up to 3 years. All unit prices of the resulted LTA must be maintained to cover the duration of the LTA.

A. SCOPE OF WORK:

- Cleaning of offices spaces, meeting rooms, stairways and common areas (Cleaning services for the UNDP building which includes the basement area, ground floor, first floor, half of the second floor, half of the third floor, half of the fourth floor, in addition to the roof and the Archive building area).
- Cleaning of all bathrooms and their fixtures.
- Cleaning of windows – internal and external (the external cleaning of windows should be done at least two times a year).
- Cleaning services for the parking area and the security guards' rooms.
- Cleaning and gardening services for the UNDP Archive building (Supplying and ensuring the availability of all cleaning, gardening equipment, and materials).
- Cleaning services should include providing one cleaner for Ground Floor, First floor, half of the second floor, half of the third floor, half of the fourth floor and the sixth floor.
- Cleaning service for the UNDP, WFP, UNHABITAT and UN WOMEN vehicles.
- Gardening services including watering, planting, weeding, mowing, edging the plants and providing all required seeds, plants and flowers at the garden and ensuring a clean landscape and garden for the UNDP premises. including fertilizers for the plants or any related medicines in this aspect.
- Any other works related to the replacing the heavy furniture and any other issue related to this aspect.
- Cleaning services for the Guest House located at Abu Ghalyoon Building.
- **Additional Task:** Cleaning service Co. will make available the cleaners to help with internal office errands, including serving tea, coffee, soft drinks,etc for staff as part of the same terms and conditions of the cleaning contract.

B. Work schedule

- The contractor will be provided with the UN official holidays for reference, which may not be coinciding with the Palestinian national holidays.
- Provision of service is for six days a week (Saturday through Thursday) at UNDP/PAPP premises and the adjacent archive building.
- Cleaning services should be for 6 days a week with in the official working hours (from 7:00 to 16:00 hours).

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- Cleaning services should include providing One (1) supervisor, to be available at UNDP/PAPP Office in Gaza on a daily-full time basis (eight hours a day from 7:00 till 15:00, 6 days a week).
- Cleaning services should include providing Six (6) messengers/cleaners, to be available at UNDP/PAPP Office in Gaza on a daily-full time basis (eight hours a day from 7:00 till 15:00, 6 days a week).
- Gardening services should include providing one (1) gardener to be available at UNDP/PAPP office in Gaza three days a week.
- Vehicle wash services should include providing one (1) worker to be available at UNDP/PAPP office in Gaza six days a week (eight hours a day from 7:00 till 15:00).
- Cleaning services should include providing One (1) plumbing technician, to be available at UNDP/PAPP Office in Gaza on part time basis (at least 3 days per week).

C. Supplies and equipment

- The contractor will provide all equipment, as well as environmentally friendly cleaning supplies required for carrying out the work. This comprises of, but is not limited to, all the supplies for toilets, kitchenettes, and desk cleaning including – toilet paper, paper towels, disinfectants, kitchen towels, kitchen paper towels, washing-up liquid, towels holder, soap and replacement soap dispensers, detergents for the kitchenettes, dishwasher supplies, as well as hand sanitizer refills. There is a dedicated storage room on the premises for keeping supplies and equipment.

D. RESPONSIBILITIES OF THE CONTRACTOR

- The contractor must assign One (1) Forman to be present all the time with the cleaning crew and to act as a focal point from the contractor's side.
- The contractor must obtain the approval of the UNDP representative on the satisfactory completion of the cleaning service task performed. Payment to the contractor will not be processed without the approval of the satisfactory completion cleaning service task.
- The contractor should let his staff be aware that they might be inspected prior of entering or departing the UNDP premises.
- The contractor should let his staff be aware that they are not allowed to enter any office without being escorted by UNDP representative.
- The UNDP representative might check any outgoing trash bags.
- The contractor should provide transportation to his staff to and from working locations.
- The contractor is prohibited from using any tools or equipment with loud noise.
- The contractor should obtain the approval of UNDP representative on the cleaning materials.
- The contractor should send to the working location sufficient and agreed upon number of his staff and provide their names and IDs numbers to the UNDP/PAPP.
- The contractor should send to the working location sufficient and agreed upon number of his staff and provide their names and IDs numbers to the UNDP/PAPP.
- The Contractor and his staff should take the necessary safety measures to perform the work assignment.
- The contractor shall be responsible for the safety of his staff members performing the work assignment including personal injury or death.
- The contractor will be held liable for any material damages occurred as a result of performing the work assignment.

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- The contractor's staff who are performing the cleaning services must comply with the instructions of the UNDP security guards and representatives.
- The contractor's staffs that are performing the cleaning services should be dressed in a uniform with the cleaning company's logo on the uniform.
- Based on the PA Cabinet's Resolution issued on 23 of August 2021 under # 121, and valid starting from 1st of January 2022, pertained to the figure of the minimum wage, we would like to inform you that:
 - The minimum wage for Palestinian employees is figured at **ILS 1880/ month**, in line with the above-mentioned Palestinian Authority Laws approved by PA and valid in PA areas.
 - There must be official financial procedures and sound supporting documents that prove that each employee gets the full amount of the **ILS 1880/ month**, without any delay at the end of each month.
 - In case any breach of the PA laws of the minimum wage is proven correct after investigation, the employer (the second party) is to be accountable for the legal actions that will be taken against the employer, and the contract will be valid no more at the moment of the breach is proven.

E. TEAM COMPOSITION AND REQUIRED COMPETENCIES

The contractor's minimum key local staff shall include, but not limited to, the following:

- One (1) Forman/Supervisor: with 5-year experience in similar Works (Full Time)-CV to be attached.
- Six (6) Messenger/Cleaner: with 5-year experience in similar Works (Full Time) - CV to be attached.
- One (1) Gardener: with 5-year experience in similar Works (Full Time)- CV to be attached.
- One (1) Car Cleaner: with 5-year experience in similar Works (Full Time)- CV to be attached.
- One (1) plumbing technician: with 3-year experience in similar Works (Part time Time)- CV to be attached.

The Cleaning Services Company must consider the gender mainstreaming during the selection process of the experienced workers.

F. Qualifications of contractor

- 08 years' experience in the field.
- Proven track record in rendering satisfactory services to high-end premises.
- Financially sound and stable, evidenced by authentic financial statements for the past two years of operation.

G. Technical Proposal

The technical proposal shall describe the approach and methodology that will be applied by the consulting firm to meet the objectives and scope of the Assignment and shall include the following:

- The methodology ...
- A work-plan ...
- Description of tools that will be used and provided.
- Company Profile including description of company facilities.
- List of relevant projects undertaken within the **last Five years**.

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- Contact of **three previous clients** that can be used for reference purposes to whom similar services has been provided and completed.
- Staffing Plan and profile of each staff included in the plan. A matrix should be provided to show which staff will work on what activities and for what duration.
- CVs of the core/key staff members who will participate in conducting the assignment.

H. Financial Proposal

The offeror is asked to prepare the Price Schedule as a separate envelope from the rest of the RFP. The financial proposal shall specify a total lump sum amount all-inclusive for the provision of the requirement.

The lump sum amount shall be broken down to show the following level of detail:

- Monthly rates of staff
- Administrative costs
- Overhead and profit
- Cost of cleaning materials and equipment per month.

Financial Proposal must be submitted as a separate file encrypted with a password. None of the financial proposal data should be disclosed in other documents of the submission. UNDP shall request password for opening the Financial Proposal only from the Proposers who pass the Technical Evaluation as per the criteria established and disclosed in the solicitation document. The Proposer shall assume the responsibility for not encrypting the financial proposal.

DO NOT DISCLOSE YOUR PRICE IN THE LINE ITEMS. YOU MUST PUT PRICE AS 1 IN THE SYSTEM AND PROVIDE THE FINANCIAL PROPOSAL AS ENCRYPTED FILE.

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Annex 3

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

[insert: Location].

[insert: Date]

To: [insert: Name and Address of UNDP focal point]

Dear Sir/Madam:

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

A. Qualifications of the Service Provider, capacity and expertise

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

- a) Profile – describing the nature of business, field of expertise, licenses, certifications, accreditations;*
- b) Business Licenses – Registration Papers, Tax Payment Certification, etc.*
- c) Latest Audited Financial Statement – income statement and balance sheet to indicate Its financial stability, liquidity, credit standing, and market reputation, etc. ;*
- d) Track Record – list of clients for similar services as those required by UNDP, indicating description of contract scope, contract duration, contract value, contract references;*
- e) Relevant specialized knowledge and experience on similar engagement (Minimum 5 years' experience in provision of similar services of the TOR);*
- f) Power of Attorney;*
- g) Written Self-Declaration that the company is not in the UN Security Council 1267/1989 List, UN Procurement Division List or Other UN Ineligibility List.*

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

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

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B. Proposed Methodology, Approach and Implementation Plan for the Completion of Services

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

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

1. A detailed description of the approach and methodology for how the service provider/ Bidder will achieve the Terms of Reference of the project, keeping in mind the appropriateness to local conditions and project environment. Details how the different service elements shall be organized, controlled and delivered.
2. The methodology shall also include details on how the different service elements shall be organized, controlled and delivered.

C. Management Structure, Staffing plan and CVs of Key Personnel

The Service Provider must provide:

- a) *Description of overall management approach toward planning and implementation of the assignment. Include an organization chart for the management of the project describing the relationship of key positions and designations. Provide a spreadsheet to show the activities of each personnel and the time allocated for his/her involvement.*
- b) *Names and qualifications of the key personnel that will perform the services indicating who is Team Leader, who are supporting, etc.;*
- c) *CVs demonstrating qualifications and experiences of key personnel; and*
- d) *Written confirmation from each personnel that they are available for the entire duration of the contract.*

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D. Cost Breakdown by Cost Component [This is only an Example]:

No.	Item description	Unit	Quantity	Unit Rate (ILS)	Total Price (ILS)
1	One (1) Forman/Supervisor (Part Time)	Month	1		
2	Six (6) Messenger/Cleaner (Full Time)	Month	6		
3	One (1) Gardener (Full Time)	Month	1		
4	One (1) Car Cleaner (Full Time)	Month	1		
5	One (1) plumbing technician (Part Time)	Month	1		
6	Cost of Cleaning Material	Month	1		
7	Cost of Needed equipment	Month	1		
8	Cost of Gardening services including watering, planting, weeding, mowing, edging the plants and providing all required seeds, plants and flowers at the garden and ensuring a clean landscape and garden for the UNDP premises. including fertilizers for the plants or any related medicines in this aspect	Month	1		
9	Any other costs	Month			
10	Over Head and administrative cost	Month			
11	Profit	Month			
	Total cost / month				
	Total cost / year	= Total cost/ month x 12 Month =			

[Name and Signature of the Service Provider's

Authorized Person]

[Designation]

[Date]

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Annex 4***General Terms and Conditions for Services*****1.0 LEGAL STATUS:**

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

2.0 SOURCE OF INSTRUCTIONS:

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

3.0 CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES:

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

4.0 ASSIGNMENT:

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

5.0 SUB-CONTRACTING:

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

6.0 OFFICIALS NOT TO BENEFIT:

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

7.0 INDEMNIFICATION:

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

8.0 INSURANCE AND LIABILITIES TO THIRD PARTIES:

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

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

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

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

8.4.1 Name UNDP as additional insured;

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

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

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

9.0 ENCUMBRANCES/LIENS:

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

10.0 TITLE TO EQUIPMENT:

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

11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

11.1 Except as is otherwise expressly provided in writing in the Contract, the UNDP shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the Contractor has developed for the UNDP under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract, and the Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for the UNDP.

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

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

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

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

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

13.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

14.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

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

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

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

14.4 The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in or for any areas in which the UNDP is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas or to any incidents of civil unrest occurring in such areas shall not, in and of itself, constitute force majeure under the Contract..

15.0 TERMINATION

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

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

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

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

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16.0 SETTLEMENT OF DISPUTES

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

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

17.0 PRIVILEGES AND IMMUNITIES:

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

18.0 TAX EXEMPTION

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

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

19.0 CHILD LABOUR

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

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

20.0 MINES:

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

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

21.0 OBSERVANCE OF THE LAW:

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

22.0 SEXUAL EXPLOITATION:

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

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

23.0 AUTHORITY TO MODIFY:

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