

Section 2: Instruction to Proposers

Definitions

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

the deadline for the submission of Proposals.

- n) “*Terms of Reference*” (TOR) refers to the document included in this RFP as Section 3 which describes the objectives, scope of services, activities, tasks to be performed, respective responsibilities of the proposer, expected results and deliverables and other data pertinent to the performance of the range of duties and services expected of the successful proposer.

A. GENERAL

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

- 5.3 Are found to be in conflict for any other reason, as may be established by, or at the discretion of, UNDP.

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

6. Similarly, the Proposers must disclose in their proposal their knowledge of the following :

- 6.1 That they are owners, part-owners, officers, directors, controlling shareholders, or they have key personnel who are family of UNDP staff involved in the procurement functions and/or the Government of the country or any Implementing Partner receiving services under this RFP; and
- 6.2 All other circumstances that could potentially lead to actual or perceived conflict of interest, collusion or unfair competition practices.

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

7. The eligibility of Proposers that are wholly or partly owned by the Government shall be subject to UNDP's further evaluation and review of various factors such as being registered as an independent entity, the extent of Government ownership/share, receipt of subsidies, mandate, access to information in relation to this RFP, and others that may lead to undue advantage against other Proposers, and the eventual rejection of the Proposal.
8. All Proposers must adhere to the UNDP Supplier Code of Conduct, which may be found at this link: http://www.un.org/depts/ptd/pdf/conduct_english.pdf

B. CONTENTS OF PROPOSAL

9. Sections of Proposal

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

- 9.1 Proposal Submission Cover Letter Form (see RFP Section 4);
- 9.2 Documents Establishing the Eligibility and Qualifications of the Proposer (see RFP Section 5);
- 9.3 Technical Proposal (see prescribed form in RFP Section 6);
- 9.4 Financial Proposal (see prescribed form in RFP Section 7);
- 9.5 Proposal Security, if applicable (if required and as stated in the **Data Sheet** (DS nos. 9-11), see prescribed Form in RFP Section 8);
- 9.6 Any attachments and/or appendices to the Proposal.

10. Clarification of Proposal

- 10.1 Proposers may request clarifications of any of the RFP documents no later than the date indicated in the **Data Sheet** (DS no. 16) prior to the proposal submission date. Any

request for clarification must be sent in writing via courier or through electronic means to the UNDP address indicated in the **Data Sheet** (DS no. 17). UNDP will respond in writing, transmitted by electronic means and will transmit copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Proposers who have provided confirmation of their intention to submit a Proposal.

- 10.2 UNDP shall endeavor to provide such responses to clarifications in an expeditious manner, but any delay in such response shall not cause an obligation on the part of UNDP to extend the submission date of the Proposals, unless UNDP deems that such an extension is justified and necessary.

11. Amendment of Proposals

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

C. PREPARATION OF PROPOSALS

12. Cost

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

13. Language

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

14. Proposal Submission Form

The Proposer shall submit the Proposal Submission Form using the form provided in Section 4

of this RFP.

15. Technical Proposal Format and Content

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

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

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

- a) A statement of whether any import or export licences are required in respect of the goods to be purchased or services to be rendered, including any restrictions in the country of origin, use or dual use nature of the goods or services, including any disposition to end users; and
 - b) Confirmation that the Proposer has obtained license of this nature in the past, and have an expectation of obtaining all the necessary licenses, should their Proposal be rendered the most responsive.
- 15.3 Management Structure and Key Personnel – This section should include the comprehensive curriculum vitae (CVs) of key personnel that will be assigned to support the implementation of the proposed methodology, clearly defining the roles and responsibilities vis-à-vis the proposed methodology. CVs should establish competence and demonstrate qualifications in areas relevant to the TOR.

In complying with this section, the Proposer assures and confirms to UNDP that the personnel being nominated are available for the Contract on the dates proposed. If any of

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

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

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

16. Financial Proposals

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

17. Currencies

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

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

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

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

18. Documents Establishing the Eligibility and Qualifications of the Proposer

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

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

19. Joint Venture, Consortium or Association

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

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

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

Proposal.

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

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

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

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

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

20. Alternative Proposals

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

21. Validity Period

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

In exceptional circumstances, prior to the expiration of the proposal validity period, UNDP may request Proposers to extend the period of validity of their Proposals. The request and the responses shall be made in writing, and shall be considered integral to the Proposal.

22. Proposer's Conference

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

the terms and conditions of the RFP unless such statement is specifically written in the Minutes of the Conference, or issued/posted as an amendment in the form of a Supplemental Information to the RFP.

D. SUBMISSION AND OPENING OF PROPOSALS

23. Submission

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

24. Deadline for Submission of Proposals and Late Proposals

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

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

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

25. Withdrawal, Substitution, and Modification of Proposals

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

26. Proposal Opening

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

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

27. Confidentiality

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

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

Proposal.

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

E. EVALUATION OF PROPOSALS

28. Preliminary Examination of Proposals

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

29. Evaluation of Proposals

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

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

29.3 In the second stage, only the Financial Proposals of those Proposers who achieve the minimum technical score will be opened for evaluation for comparison and review. The Financial Proposal Envelopes corresponding to Proposals that did not meet the minimum passing technical score shall be returned to the Proposer unopened. The overall evaluation score will be based on a combination of the technical score and the financial offer. The evaluation method that applies for this RFP shall be as indicated in the **Data Sheet** (DS No. 25).

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

Rating the Technical Proposal (TP):

$$\text{TP Rating} = (\text{Total Score Obtained by the Offer} / \text{Max. Obtainable Score for TP}) \times 100$$

Rating the Financial Proposal (FP):

$$\text{FP Rating} = (\text{Lowest Priced Offer} / \text{Price of the Offer Being Reviewed}) \times 100$$

Total Combined Score:

$$\begin{aligned} & (\text{TP Rating}) \times (\text{Weight of TP, e.g. 40\%}) \\ & + (\text{FP Rating}) \times (\text{Weight of FP, e.g., 60\%}) \\ & \hline & \text{Total Combined and Final Rating of the Proposal} \end{aligned}$$

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

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

30. Clarification of Proposals

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

UNDP's request for clarification and the response shall be in writing. Notwithstanding the written communication, no change in the prices or substance of the Proposal shall be sought, offered, or permitted, except to provide clarification, and confirm the correction of any

arithmetic errors discovered by UNDP in the evaluation of the Proposals, in accordance with RFP Clause 32.

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

31. Responsiveness of Proposal

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

A substantially responsive Proposal is one that conforms to all the terms, conditions, TOR and other requirements of the RFP without material deviation, reservation, or omission.

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

32. Nonconformities, Reparable Errors and Omissions

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

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

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

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

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

F. AWARD OF CONTRACT

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

UNDP reserves the right to accept or reject any Proposal, to render any or all of the Proposals as non-responsive, and to reject all Proposals at any time prior to award of contract, without incurring any liability, or obligation to inform the affected Proposer(s) of the grounds for UNDP's action. Furthermore, UNDP shall not be obliged to award the contract to the lowest price offer.

UNDP shall also verify, and immediately reject their respective Proposal, if the Proposers are found to appear in the UN's Consolidated List of Individuals and Entities with Association to Terrorist Organizations, in the List of Vendors Suspended or Removed from the UN Secretariat Procurement Division Vendor Roster, the UN Ineligibility List, and other such lists that as may be established or recognized by UNDP policy on Vendor Sanctions. (See <http://www.undp.org/content/undp/en/home/operations/procurement/protestandsanctions/> for details)

34. Award Criteria

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

35. Right to Vary Requirements at the Time of Award

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

36. Contract Signature

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

Failure of the successful Proposer to comply with the requirement of RFP Clause 35 and this provision shall constitute sufficient grounds for the annulment of the award, and forfeiture of the Proposal Security if any, and on which event, UNDP may award the Contract to the Proposer with the second highest rated Proposal, or call for new Proposals.

37. Vendor Protest

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

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

Instructions to Proposers

DATA SHEET

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

DS No.	Cross Ref. to Instructions	Data	Specific Instructions / Requirements
1		Project Title :	UN Bahrain
2		Title of Services/Work:	Request for Proposal for Cleaning and Support Services for the UN Organizations in the Kingdom of Bahrain. Ref: No. RFP/UNDP/BHRUNCT/CLS03/2015
3		Country / Region of Work Location:	Hoora & Seef, Bahrain
4	C.13	Language of the Proposal:	<input checked="" type="checkbox"/> English
5	C.20	Conditions for Submitting Proposals for Parts or sub-parts of the TOR	<input checked="" type="checkbox"/> Not allowed
6	C.20	Conditions for Submitting Alternative Proposals	<input checked="" type="checkbox"/> Shall not be considered
7	C.22	A pre-proposal conference will be held on:	Time: 11.30 am Date: 07/10/2015 Venue: UN House, Main Conference Room The UNDP focal point for the arrangement is: Rajeev Rajasekhar Address: UNDP Bahrain Telephone: +973 17319426 E-mail: rfp.bahrain@undp.org
8	C.21	Period of Proposal Validity commencing on the submission date	<input checked="" type="checkbox"/> 120 days

9	B.9.5 C.15.4 b)	Proposal Security	<input checked="" type="checkbox"/> Not Required
10	B.9.5	Acceptable forms of Proposal Security	Not applicable
11	B.9.5 C.15.4 a)	Validity of Proposal Security	Not applicable
12		Advanced Payment upon signing of contract	<input checked="" type="checkbox"/> Not allowed
13		Liquidated Damages	Not applicable
14	F.37	Performance Security	<input checked="" type="checkbox"/> Not Required
15	C.17, C.17 b)	Preferred Currency of Proposal and Method for Currency conversion	<input checked="" type="checkbox"/> Local Currency <i>BHD</i> <i>Reference date for determining UN Operational Exchange Rate : 01/09/2015</i>
16	B.10.1	Deadline for submitting requests for clarifications/questions	10 days before the submission date.
17	B.10.1	Contact Details for submitting clarifications/questions	Focal Person in UNDP: Rajeev Rajasekhar Address: Procurement/ICT Associate, UNDP Bahrain E-mail address dedicated for this purpose: procurement.bh@undp.org
18	B.11.1	Manner of Disseminating Supplemental Information to the RFP and responses/clarifications to queries	Direct communication to prospective Proposers by email and posting on website – www.bh.undp.org & www.UNGM.org
19	D.23.3	No. of copies of Proposal that must be submitted [if transmitted by courier]	Original : 2 Copies : 2
20	D.23.1 D.23.2 D.24	Proposal Submission Address	<u>UN House 69, Road 1901, Hooraa 319, Po Box: 26814,</u> <u>Manama, Kingdom of Bahrain</u> E-mail: rfp.bahrain@undp.org

21	C.21 D.24	Deadline of Submission	Date and Time : 24 October 2015, 5:00 PM
22	D.23.2	Allowable Manner of Submitting Proposals	<ul style="list-style-type: none"> • Courier/Hand Delivery • Electronic submission of Bid to rfp.bahrain@undp.org
23	D.23.2 D.26	Conditions and Procedures for electronic submission and opening, if allowed	<ul style="list-style-type: none"> • Official Address for e-submission: rfp.bahrain@undp.org • Free from virus and corrupted files • Format : PDF files only, password protected • Password must not be provided to UNDP until the date and time of Bid Opening as indicated in No. 24 • Technical and Financial Proposals are required to have to have separate passwords. • Max. File Size per transmission: 4 MB • Max. No. of transmission : NA • No. of copies to be transmitted : 2 • Mandatory subject of email : Request for Proposal for Cleaning and Support Services for the UN Organizations in the Kingdom of Bahrain. Ref: No. RFP/UNDP/BHRUNCT/CLS03/2015 • Time Zone to be Recognized: Bahrain Time
24	D.23.1	Date, time and venue for opening of Proposals	Date and Time: Click to enter a date and time. Venue : UNDP Premises. Opening will be done internally
25	E.29.2 E.29.3 F.34	Evaluation method to be used in selecting the most responsive Proposal	<input checked="" type="checkbox"/> Combined Scoring Method, using 40%-60% distribution for technical and financial proposals, respectively, where minimum passing score of technical proposal is 70%.
26	C.15.1	Required Documents that must be Submitted to Establish Qualification of Proposers (In "Certified True Copy" form only) <i>[Check all that apply, delete those that will not be required.]</i>	<ul style="list-style-type: none"> • Company Profile, which should not exceed fifteen (15) pages, including printed brochures and product catalogues relevant to the goods/services being procured • Certificate of Registration of the business, including

			<p>Articles of Incorporation, or equivalent document if Bidder is not a corporation</p> <ul style="list-style-type: none"> • Official Letter of Appointment as local representative, if Bidder is submitting a Bid in behalf of an entity located outside the country • Quality Certificate (e.g., ISO, etc.) and/or other similar certificates, accreditations, awards and citations received by the Bidder, if any • Latest Audited Financial Statement (Income Statement and Balance Sheet) including Auditor's Report for the past 3 years • Statement of Satisfactory Performance from the Top 3 Clients in terms of Contract Value the past 3 years • All information regarding any past and current litigation during the last three (3) years, in which the bidder is involved, indicating the parties concerned, the subject of the litigation, the amounts involved, and the final resolution if already concluded <p>Other relevant documents, as requested in the Terms of Reference (Section 3)</p>
27		Other documents that may be Submitted to Establish Eligibility	<ul style="list-style-type: none"> • Reference list of similar projects • Evidence of the offers entity insurance coverage • Proposed work-plan, organization and methodology. • Cliental List
28	C.15	Structure of the Technical Proposal <i>(only if different from</i>	Please refer to Section 3 - Terms of Reference and the Technical Evaluation Scoresheet (Pages 23-25) and prepare

		<i>the provision of Section 12)</i>	the Technical Proposal as per the format provided in Section 6-Technical Proposal Form
29	C.15.2	Latest Expected date for commencement of Contract	January 1, 2016
30	C.15.2	Expected duration of contract (Target Commencement Date and Completion Date)	Long Term Agreement for an initial period of one year and renewable up to a maximum period of 2 years based on satisfactory performance.
31		UNDP will award the contract to:	<input checked="" type="checkbox"/> One Proposer only
32	E.29.2 F.34	Criteria for the Award of Contract and Evaluation of Proposals	<p>(Proposals will be evaluated on the following basis:</p> <ol style="list-style-type: none"> 1.UNDP conducts preliminary examination of Proposals through examining the completeness of proposals in respect to minimum documentary requirements and Proposers status against UN Security Council 126/1989. UNDP may reject any Proposal at this stage. 2.Compliance with Terms and Conditions of the RFP including required submissions. UNDP will examine the substantial responsiveness of Proposal to the Request for Proposal (RFP). A substantially responsive Proposal is one which conforms to all the terms and conditions of the RFP without material deviation. A Proposal determined as not substantially responsive will be rejected by the Purchaser and may not subsequently be made responsive by the Proposer by correction of the non-conformity. 3.Minimum achieved technical scoring of 70% in the Technical Evaluation. Proposals achieving below 70% shall no longer be considered for Financial Evaluation. <p>The Technical Rating of Proposals shall be determined in accordance with the following equation:</p> <div style="border: 1px solid black; padding: 5px;"> <p>Rating the Technical Proposal (TP):</p> <p>TP Rating = (Total Score Obtained by the Offer / Max. Obtainable Score for TP) x 100</p> </div>

			<p>4. Financially Submitted Proposal. The Financial Rating of Proposals shall be determined in accordance with the following equation:</p> <div style="border: 1px solid black; padding: 10px; margin: 10px 0;"> <p>Rating the Financial Proposal (FP):</p> <p>FP Rating=(Lowest Priced Officer/Price of the Offer Being Reviewed) x 100</p> </div> <p>5. The Total Combined and Final Rating of the Proposal. The rating shall be determined in accordance with the following equation:</p> <div style="border: 1px solid black; padding: 10px; margin: 10px 0;"> <p>Total Combined Score=</p> <p>(TP Rating) x (Wight of TP (40%)) + (FP Rating) x (Weight of FP (60%))</p> </div> <p>UNDP will award RFP to the most responsive Proposal with highest achieved combined score.</p> <p>Financial Proposal will be evaluated in accordance with the Financial Proposal, Section 7, where the Proposers must show their prices against each type of services in details.</p> <p>Technical Proposals will be evaluated against the given technical scoring as provided in this document. <i>Please see below Annex 1 - Technical Scoring Sheet.</i></p> <p>Financial Proposals will be evaluated in accordance with the set Price Schedule. <i>Please see Section 7 - Financial Proposal.</i></p>
33	E.29.4	Post-Qualification Actions	<ul style="list-style-type: none"> • Verification of accuracy, correctness and authenticity of the information provided by the bidder on the legal, technical and financial documents submitted;

			<ul style="list-style-type: none"> • Validation of extent of compliance to the RFP requirements and evaluation criteria based on what has so far been found by the evaluation team; • Inquiry and reference checking with Government entities with jurisdiction on the bidder, or any other entity that may have done business with the bidder; • Inquiry and reference checking with other previous clients on the quality of performance on ongoing or previous contracts completed; • Physical inspection of the bidder's plant, factory, branches or other places where business transpires, with or without notice to the bidder;
34		Conditions for Determining Contract Effectivity	<ul style="list-style-type: none"> • Signature of contract by duly authorized person representing both parties, UNDP and the selected offeror
35		Other Information Related to the RFP	<i>[All other instructions and information not yet mentioned so far in this Data Sheet but are relevant to the RFP must be cited here, and any further entries that may be added below this table row]</i>

SCORING SHEET

TECHNICAL EVALUATION FOR CLEANING AND SUPPORT SERVICES

Summary of Technical Proposal Evaluation Forms		Score Weight	Points Obtainable
1.	Expertise of Firm / Organisation submitting Proposal	40%	400
2.	Proposed Work Plan and Approach	20%	200
3.	Personnel Competence	40%	400
Total			1000

Technical Proposal Evaluation Form 1			Points obtainable
Expertise of Firm / Organisation submitting Proposal			
1.1	Capacity of the firm		150
	<ul style="list-style-type: none"> - Minimum 3 years' experience - Financial stability (Last two years audited account 2013 and 2014) quick ratio should be more than 1. (25 points for each audited statement) - Human resource capacity (Minimum 25 staff) 	Sub-score 50 50 50	
1.2	Extent to which any work would be subcontracted (subcontracting carries additional risks which may affect project implementation, but properly done it		50
1.3	Relevant Experience of Firm: Minimum three relevant contracts with organizations (Provide proof of service with name of organization)		100
1.4	Clientele List, duration of contract		50
1.5	Quality assurance procedures in place, mention what type		50
Total for Form 1 (1.1+1.2+1.3+1.4+1.5)			400

Technical Proposal Evaluation Form 2			Points Obtainable
Proposed Work Plan and Approach			
2.1	Work plan for provision of services to multiple UN Agencies/projects (Please provide a detailed description of the methodology, timeline, reporting structure according to the requirement)		75
2.2	Does the firm proposed have human resource policy in place and have adequate human resource to cover all scope of works in the TOR?(Provide copy of your HR policy and list of staff to be detailed through the work plan how the task will be performed)		75
2.3	Cleaning schedule for each facility		50

Total for Form 2 (2.1+2.2+2.3)			200
Technical Proposal Evaluation Form 3			Points Obtainable
Personnal Competence			
3.1	Supervisor experience and general Qualification		100
	<ul style="list-style-type: none"> - Experience with large companies 25 plus Employees - Training Experience - Professional Experience in the area of specialization - Language Qualifications 	Sub-Score 30 10 30 30	
3.2	Cleaning and Gardening staff General Qualification		150
	<ul style="list-style-type: none"> - Awareness of safety/health procedures - Cleaning experience (3 Years) - Gardening Experience (3 Years) - Language Qualifications 	Sub –Score 20 50 50 30	
3.3	Daily Messenger and Support Services interview score		150
	<ul style="list-style-type: none"> - At-least 7 years of experience in setting up conference room for meetings and workshops - Experience in photocopying, distributing mails and receiving courier - Computer Knowledge - Experience in serving tea/coffee for guest - At-least 7 years' experience in cleaning and maintenance services - Good Interpersonal skills and ability to communicate in English 	Sub-Score 50 05 10 15 50 20	
Total for Form 3 (3.1+3.2+3.3)			400
Total Technical Points (Forms 1+2+3)			1000

The hereunder scoring scale system will be applied throughout the technical evaluation process:

Evaluated Criteria	Supporting Evidences	Scoring Scale System
Excellent	Requirements submitted and supported by excellent evidence of ability to support and exceed contract requirements	91% - 100%
Good	Requirements submitted and supported by good evidence of ability to support and exceed contract requirements	90% - 81%

Evaluated Criteria	Supporting Evidences	Scoring Scale System
Satisfactory	Requirements submitted and supported by satisfactory evidence of ability to support contract requirements	80% - 70%
Poor	Requirements submitted and supported by marginally acceptable or weak evidence of ability to support contract requirement (Clarification may be required)	69% - 60%
Very poor	Requirements submitted but not supported by evidence to demonstrate ability to comply with contract requirements	59% - 50%
No submission	Information has not been submitted or is unacceptable	0%

Section 3: Terms of Reference (TOR)

Background:

The United Nations Country Team (UNCT) in Kingdom of Bahrain plans to outsource Office Cleaning and support Services to companies. Qualified and interested companies working in the Kingdom in the field of office cleaning are invited to submit a proposal to provide these services for the UN offices located in different parts of the country. The agencies are United Nations Development Programme (UNDP), United Nations Information Centre (UNIC), World Meteorological Organization, (WMO), United Nations Environment Programme (UNEP), in Bahrain. Each UN agency's building details are specified below.

Contract Period:

The initial contract will be valid for one year renewable for a maximum of two more years (based on performance and needs of UNDP). However, the contract may be terminated earlier by UNDP, if the contractor fails to provide the service requested.

QUALIFICATIONS OF THE SUCCESSFUL CONTRACTOR

The successful contractor who will be contracted to serve the needs of the UNDP shall have the following minimum qualifications:

1. Duly licensed in the country and minimum 3 years' experience in the market and registered to operate in Bahrain;
2. The contractor should have minimum 25 staff;
3. Has minimum USD 100,000 annual turnover;
4. Financially capable of rendering services to UN Agencies in Bahrain
5. Maintains a good track record in serving Large Companies, embassies and multinational corporations;
6. The Contractor shall accept to sign and obey UNDP standard contract and general conditions including labour-related and fair pay policies;
7. The cleaning staff and gardener deployed in should have minimum 3 years of experience;
8. The Daily Messenger/ Support staff should have minimum education qualification of 10th Grade and 7 years of experience.

Staffing Requirements:

UNDP reserve the right to determine the individual required for the services, to request for replacement of the individual in case of unsatisfactory performance, to modify the TOR of the services rendered and to modify the salaries accordingly. Such modifications shall not be deemed a termination of this agreement.

The Contractor shall be fully responsible for all the work and services performed by its personnel, and shall for this purpose employ qualified, competent and well-trained staff to perform the services under the contracts.

The contractor shall take all reasonable measures to ensure that the personnel conform to the highest standards of morals and ethical conduct within the company and towards assigned personnel.

An attendance register will be maintained by the contractor. They shall ensure that when in the premises, staff is identifiable by the photo identity cards issued by the United Nations

The contractor shall ensure that it is clarified to the support staff under the proposed contract are employees of the contractor only that the United Nations has no obligation or any relationship to employment or otherwise what so ever with the service providers staff.

Reporting:

The contractor shall report to the UN Agencies Operations Staff who will be the supervisor.

Backup- Staff:

The contractor shall train adequate number of staff on above mentioned task to be able to support UN agencies if the proposed support staff is absent from the office or in case additional ad hoc services are needed.

Social Security:

The contractor shall comply with the local labour laws, ordinances, rules and regulations (including those for the expats) bearing upon the performance of its obligations, and he should be responsible for payment into the social security plan for its staff and provide proof of payments if requested by UN agencies.

LMRA and GOSI:

The contract is solely responsible for all government fees or other assessments on any income derived from UN agencies. UN agencies will not make any withholding from salary for purpose of these fees.

Annual Leave, Sick Leave, Holidays and Hours of Work:

The contractor will adhere to national policy on the employee working hours, holidays, annual leave and sick leave entitlements. The national holidays will be as per UN Official Holidays. There are 10 (ten) official UN holiday days. Unless notified in writing at least ten business days in advance the contractor shall provide services on the specified official holidays, or on days observed in lieu thereof, at half the usual daily service level.

Working Hours for Daily Messenger/ Support Staff:

The working for will be from 7am to 7pm five days per week (Sunday to Thursday) and 4 hours on Saturdays.

Operating Time for Cleaning Company:

The company will provide general daily cleaning services between 16:00-19:00hrs during working days

(Sunday to Thursday) and other cleaning services as described in "Schedule of Cleaning Services" will be completed during Weekends/Working Days, schedule should be provided with the proposal.

Wages for Daily Messenger/ Support Staff:

The Daily Messenger/support staff shall be paid minimum basic monthly salary of BD: 200 (not including allowance and net of deductions) as basic for 9.6 hours per day five days per week and remaining hours will be paid as over time. The contractor shall pay the support staff other benefits as per Bahrain law. The monthly salary will be paid before 5th of the following month.

Overtime:

The Daily Messenger/Support Staff will be paid overtime allowance at the rate of BD.1.25 times after duty hours and at the rate of BD.1.50 times on closed holidays. The Employee will not be forced to perform overtime work.

Payment for Contractor Services:

An original invoice shall be submitted (faxed invoice will not be accepted) by the contractor for each payment under the signed contract to UNDP contract administrator on the first week of every month.

The contract Administrator verifies the services rendered by the contractor before certifying any invoice for payment.

NOTE:

Before deployment of any regular staff for UN Agencies, the contractor will provide CV (s) of the concerned staff to the UNDP offices for clearance. Only the person(s) who will be cleared by the UNDP will be acceptable for deployment.

If need arises from time to time, at the request of UNDP, the Contractor shall have to provide additional support staff, such as messenger services, pantry services on ad-hoc basis to render specific job. In such a case, the unit prices as quoted by the contractor for the tender will apply.

During the contract period, if other UN Agencies required services, the Contractor will have to render cleaning services for those UN Agencies also, by deploying additional staff, including supply of required cleaning materials under the same contract. In that case, costs for the additional floor space will be charged proportionately and according to the number of cleaners needed.

GENERAL:

The Service provider will provide daily cleaning services, Gardner, messenger/maintenance services for UN Agencies.

- All staff who will work in UN's premises shall be the employee of the Bidder, must wear uniforms, and ID card while on duty.

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

SUPPLY OF CONSUMABLES:

The Contractor will be responsible for adequate supply of cleaning and kitchen consumables. The rate provided for minimum required consumables in the bidding document will be part of price evaluation. For additional item the UN agencies will cover the actual costs of the consumables to the contractor on a monthly basis as per the item price submitted (UN agencies expects the unit rates to be below market prices due to economies of scale enjoyed by the service provider.

Work Logs

The contractor shall maintain a written record of works performed, and shall also as an integral part of this contract report to the UN agencies focal point any defects or deficiencies of UN agencies premises or equipment and the need for repair and/or maintenance thereof. Negligent use of any UN agencies furnished property which may occasionally be provided to the contractor that results in damage or destruction is cause for repair or replacement at the contractor's expense.

Agencies Scope of Work and Schedule:

UN House Hoora (UNDP, UNIC and WMO)

- 30 Rooms
- 10 Bathrooms
- 4 Pantries
- 1 Store Room
- 1 Prayer Room
- 1 Guard Room
- 3 Parking lots

A - Scope of work:

Details of Service	Number of Staff	Detailed Scope of Work
Bidder to provide daily cleaning services between 16:00-19:00hrs from Saturday to Thursday.	3	<ul style="list-style-type: none"> • Outdoor: UN House entire out door areas and public spaces (front and back yard) should be Swept/cleaned/sprayed with water. • General cleaning: After performing floor cleaning, floors must be left in the condition specified (tiles). Cleaning must be performed in all areas including corners, behind doors and under furniture and equipment (Computer and other IT Equipment cleaning, telephones and other office equipment), over ducting. Furniture and equipment must be moved during the cleaning process and returned to its original location when cleaning is completed. Chairs must not be placed on tables or desks at any time. All cleaning debris is to be moved to trash receptacles. Warning signs "Wet surface" are to be placed visibly on all floors and/or corridors during the cleaning process and must be removed once the area is dry. • Sweeping. Sweeping is to be performed by use of

		<p>brooms, brushes, treated dust mops or vacuum cleaners. A properly swept floor is free of debris and visible dirt, dust, grit or food residue.</p> <ul style="list-style-type: none"> • Vacuuming. Vacuuming is when required. The contractor is to supply the vacuum cleaner on an as required basis. • Wet Mopping. Wet mopping follows sweeping and is the cleaning of other than carpeted or wood floors using fiber or sponge mops. Mops are to be immersed in clean warm water and detergent and/or disinfectant solution frequently to remove soil. • Trash Removal and Cleaning: Trash containers are those used to dispose of office trash and include smoking urns, and smoking disposal containers. Trash containers are to be emptied and wiped with a sponge or cloth dipped in a detergent solution. Wiped containers are to be free of dust, dirt, ashes, smudges or waste residue. Trash containers are to be disposed of into the appropriately designated garbage collection containers located throughout the area of cleaning operation. • Dusting: Dusting (other than floors) is to be performed by using treated hand dusters. A properly dusted surface is to be free of dirt, dust, streaks and cobwebs. • Lavatories: The cleaning of urinals, toilets, wash basins, sinks, showers, walls, doors, partitions and all other areas of the lavatories is to be done using cloths, sponges, mops, brushes and other cleaning equipment that is used for no other purpose, with a disinfectant detergent. A properly cleaned lavatory includes attention to areas under fixture edges and on all exposed surfaces. All fixtures are to present a clean, streak free, hygienic appearance. • Glass and Window Cleaning: Glass Panels and Mirrors. Glass panels and mirrors are to be cleaned using a cloth and/or sponge which has been dampened with detergent or glass cleaner. This is to be followed by polishing using dry cloths or paper towels. Adjacent rims or frames are also to be wiped down and polished. A properly cleaned glass surface is to be free of dust, dirt, grease, spots, streaks or residue. • Windows (interior and exterior). During window washing all traces of film, dirt, water spots and other foreign matter is to be removed from frames, sills and glass with appropriate glass cleaner. Special care is to be taken not to destroy shutter resistant film at the inside of glasses.
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		Upon completion of work: Check all doors and windows and Leave on only designated lights
Daily Messenger/ Support Services from 7am to 7pm, 5 days per week (Sunday to Thursday) and 4 hours on Saturdays.	2	<p>Support Services:</p> <ul style="list-style-type: none"> • Set up conference, training rooms • Set up material desks during workshops • Move boxes in storage area as requested • Move boxes/materials between offices as requested • Arrange material in order of delivery • Receive mail and administrative material previously separated according to routes • Deliver material by office number, code, individual name, or organizational unit • Occasionally, make special trips to offices, outside the building, to pick up or deliver special mail or materials; or to deliver or pick up classified material (specific special instructions are usually provided for each special trip of this type). • Receive DHL or any other courier services from the building. • Basic Computer skills <p>Catering Services:</p> <ul style="list-style-type: none"> • Provide tea/coffee services to guests through the day • Provide coffee/tea services during meetings, trainings, and workshops organized in UNDP premises • Set up cafeteria for any event organized during meetings, trainings, workshops or special events • Clean workshop, training, and conference areas in between meetings • Help with the seating arrangements as per UNDP request/guidance • Support setting up materials desk if needed <p>Cleaning Services:</p> <ul style="list-style-type: none"> • Ensure the rooms are clean, wipe, vacuum or dust-remove office furniture, carpets, wood floors, garbage bins, walls etc. • Ensure toilet paper, lotion and soap and so on are available • Exterior dust and clean computer equipment • Supervising entire UN house on cleaning, Gardening and provide feedback to concern staff at UNDP

		<ul style="list-style-type: none"> • Ensure UN premises are clean and tidy
Supply of qualified personnel for the proper maintenance of gardens from 6 to 8am, 6 days a week (Saturday to Thursday)	1	<ul style="list-style-type: none"> • Engineer (supervisor) twice a week. • Watering of all plants. • Occasional Pruning of trees, shrubs and grass. • Maintain cleanliness of outdoor plant boxes/areas. • Spraying of pesticides to the greeneries as protection from disease and insects. • Fertilizing the greeneries. • Planting of flowering plants. • Maintenance of irrigation system

B - SCHEDULE OF CLEANING SERVICES

Frequency Codes	
D	Daily
3W	Three Times weekly
W	Weekly
W-AR	At least weekly but also as required
2W	Twice weekly
W2	Every two weeks
M	Monthly
M2	Every two months
AR	As required
Y2	Twice a year

Specific Areas	
<u>Toilets and Rest Rooms</u>	
Sweep floors	D
Wash floors with water and disinfectant	D
Wash and disinfect toilets, showers and sinks	D
Wash and scrub with water and soap and disinfect all urinals	D
Wash and dry mirrors	D
Empty waste paper baskets	D
Wash and disinfect wastepaper containers	D
Wash walls, woodwork, partitions and doors	3W
Dust all furniture, window ledges and heaters	D
Replace paper towels, toilet paper, soap and urinal deodorants	D
<u>Hallways, Staircases and Entrances</u>	
Sweep and dust mop floors	D
Wet mop floors (hard surfaces other than wood)	D
Damp mop wood floors	D

Specific Areas	
Clean doors, handles and glass panels	3 W
Dust pictures, bulletin boards, signs and furniture	W
Dust window ledges, walls, ceilings, pipes woodwork, and light fixtures	W
Wash and dry windows (interior and exterior)	M2
Shampoo carpets	AR
Wash walls, doors and woodwork	M3
Empty ashtrays and wastepaper containers	D
Remove boxes, wrappings and other office waste	D
<u>Offices, and Conference Rooms</u>	
Empty and clean wastepaper baskets	D
Sweep and dust mop floors	D
Wet mop floors (hard surfaces other than wood)	D
Damp mop wood floors	D
Vacuum carpets	AR
Dust all furniture, window ledges, office equipment/machines and heaters	W
Clean and disinfect telephones	W
Dust light fixtures, walls, woodwork, ceilings, pipes and baseboards/doors	W
Wash and dry windows (interior and exterior)	M2
Security Room	
Sweep and dust mop floors	D
Dust all furniture, window ledges, office equipment/machines and heaters	D
Empty and clean wastepaper baskets	D
Wet mop floors (hard surfaces other than wood)	D
<u>Storage Rooms and Generator Room</u>	
Ensure all areas are clear of trash	3W
Sweep and dust mop floors	M
Dust all furniture	M
<u>Outdoor Area</u>	
Sweeping/cleaning/spraying with water of parking area and yards	D
Front and backyard of the building to be cleaned	D
Cleaning of the entire compound both inside and outside	W
<u>General (areas not otherwise specified)</u>	
Dust light fixtures	M
Dust Venetian blinds and/or vertical blinds	M
Wash windows, screens and Venetian blinds	M
Empty wastepaper baskets	D
Cleaning of the Cafeteria	D
Provide support services such as moving furniture, event/ party preparation	AR
Maintain and replace flower/plants pots inside rooms and corridors	AR
Watering of all plants inside rooms and corridors	AR

Specific Areas	
Cleaning of roofs	W
Cleaning of Surface and drainage systems	W
Gardening	
Watering of all plants as and when required	AR
Occasional Pruning of trees, shrubs	AR
Maintain cleanliness of outdoor plant boxes/areas.	D
Occasional spraying of pesticides to the greeneries as protection from disease and insects.	AR
Fertilizing the greeneries on regular basis.	AR
Planting of flowering plants during summer and winter season (twice a year).	Y2
Regular Maintenance of irrigation system	AR

In addition, the firm provides support in carrying and moving goods (IT equipment, furniture) and distribution of water containers within the office premises.

2. United Nations Environment Programme.

A Four floors office space with an area of area 250 m² for each floor combined of the following:

- 22 rooms
- 1 main meeting room, 1 small meeting room, 1 meeting rooms & library
- 15 workstation areas
- 6 Bathrooms
- 4 kitchens /cafeterias
- 1 Store Room
- 1 Prayer Room
- 1 Server Rooms

A - Scope of work:

Details of Service	Number of Staff	Detailed Scope of Work
Bidder to provide daily cleaning services between 16:00-19:00hrs from Saturday to Thursday.	2	<ul style="list-style-type: none"> • General cleaning: After performing floor cleaning, floors must be left in the condition specified (tiles). Cleaning must be performed in all areas including corners, behind doors and under furniture and equipment (Computer and other IT Equipment cleaning, telephones and other office equipment), over ducting. Furniture and equipment must be moved during the cleaning process and returned to its original location when cleaning is completed. Chairs must not be placed on tables or desks at any time. All cleaning debris is to be moved to trash receptacles. Warning signs "Wet surface" are to be placed visibly on all floors and/or corridors during the cleaning process and must be removed once the area is dry.

		<ul style="list-style-type: none"> • Sweeping. Sweeping is to be performed by use of brooms, brushes, treated dust mops or vacuum cleaners. A properly swept floor is free of debris and visible dirt, dust, grit or food residue. • Vacuuming. Vacuuming is when required. The contractor is to supply the vacuum cleaner on an as required basis. • Wet Mopping. Wet mopping follows sweeping and is the cleaning of other than carpeted or wood floors using fiber or sponge mops. Mops are to be immersed in clean warm water and detergent and/or disinfectant solution frequently to remove soil. • Trash Removal and Cleaning: Trash containers are those used to dispose of office trash and include smoking urns, and smoking disposal containers. Trash containers are to be emptied and wiped with a sponge or cloth dipped in a detergent solution. Wiped containers are to be free of dust, dirt, ashes, smudges or waste residue. Trash containers are to be disposed of into the appropriately designated garbage collection containers located throughout the area of cleaning operation. • Dusting: Dusting (other than floors) is to be performed by using treated hand dusters. A properly dusted surface is to be free of dirt, dust, streaks and cobwebs. • Lavatories: The cleaning of urinals, toilets, wash basins, sinks, showers, walls, doors, partitions and all other areas of the lavatories is to be done using cloths, sponges, mops, brushes and other cleaning equipment that is used for no other purpose, with a disinfectant detergent. A properly cleaned lavatory includes attention to areas under fixture edges and on all exposed surfaces. All fixtures are to present a clean, streak free, hygienic appearance. • Glass and Window Cleaning: Glass Panels and Mirrors. Glass panels and mirrors are to be cleaned using a cloth and/or sponge which has been dampened with detergent or glass cleaner. This is to be followed by polishing using dry cloths or paper towels. Adjacent rims or frames are also to be wiped down and polished. A properly cleaned glass surface is to be free of dust, dirt, grease, spots, streaks or residue. • Windows (interior and exterior). During window washing all traces of film, dirt, water spots and other foreign matter is to be removed from frames, sills and glass with appropriate glass cleaner. Special care is to be taken not to destroy shutter resistant film at the
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		inside of glasses. <ul style="list-style-type: none"> • Watering of all plants. • Fertilizing the plants. Upon completion of work: Check all doors and windows and Leave on only designated lights
Daily Messenger/ Support Services from 7am to 7pm, 5 days per week (Sunday to Thursday) and 4 hours on Saturdays.	1	Support Services: <ul style="list-style-type: none"> • Set up conference, training rooms • Set up material desks during workshops • Move boxes in storage area as requested • Move boxes/materials between offices as requested • Arrange material in order of delivery • Deliver material by office number, code, individual name, or organizational unit • Assist in some clerk task during event & workshop such as scanning, photocopying & stapling large documents. Catering Services: <ul style="list-style-type: none"> • Provide tea/coffee services to guests through the day • Provide coffee/tea services during meetings, trainings, and workshops organized in UNDP premises • Set up cafeteria for any event organized during meetings, trainings, workshops or special events • Clean workshop, training, and conference areas in between meetings • Help with the seating arrangements as per UNEP request/guidance • Support setting up materials desk if needed Cleaning Services: <ul style="list-style-type: none"> • Ensure the rooms are clean, wipe, vacuum or dust-remove office furniture, carpets, wood floors, garbage bins, walls etc. • Ensure toilet paper, lotion and soap and so on are available • Exterior dust and clean computer equipment • Ensure UN premises are clean and tidy

B - SCHEDULE OF CLEANING SERVICES

Frequency Codes	
D	Daily
3W	Three Times weekly

W	Weekly
W-AR	At least weekly but also as required
2W	Twice weekly
W2	Every two weeks
M	Monthly
M2	Every two months
AR	As required
Y2	Twice a year

Specific Areas	
<u>Toilets and Rest Rooms</u>	
Sweep floors	D
Wash floors with water and disinfectant	D
Wash and disinfect toilets, showers and sinks	D
Wash and scrub with water and soap and disinfect all urinals	D
Wash and dry mirrors	D
Empty waste paper baskets	D
Wash and disinfect wastepaper containers	D
Wash walls, woodwork, partitions and doors	3W
Dust all furniture, window ledges and heaters	D
Replace paper towels, toilet paper, soap and urinal deodorants	D
<u>Hallways, Staircases and Entrances</u>	
Sweep and dust mop floors	D
Wet mop floors (hard surfaces other than wood)	D
Damp mop wood floors	D
Clean doors, handles and glass panels	3 W
Dust pictures, bulletin boards, signs and furniture	W
Dust window ledges, walls, ceilings, pipes woodwork, and light fixtures	W
Wash and dry windows (interior and exterior)	M2
Shampoo carpets	AR
Wash walls, doors and woodwork	M3
Empty ashtrays and wastepaper containers	D
Remove boxes, wrappings and other office waste	D
<u>Offices, and Conference Rooms</u>	
Empty and clean wastepaper baskets	D
Sweep and dust mop floors	D
Wet mop floors (hard surfaces other than wood)	D
Damp mop wood floors	D
Vacuum carpets	AR
Dust all furniture, window ledges, office equipment/machines and heaters	W
Clean and disinfect telephones	W

Specific Areas	
Dust light fixtures, walls, woodwork, ceilings, pipes and baseboards/doors	W
Wash and dry windows (interior and exterior)	M2
Security Room	
Sweep and dust mop floors	D
Dust all furniture, window ledges, office equipment/machines and heaters	D
Empty and clean wastepaper baskets	D
Wet mop floors (hard surfaces other than wood)	D
<u>Storage Rooms and Generator Room</u>	
Ensure all areas are clear of trash	3W
Sweep and dust mop floors	M
Dust all furniture	M
<u>General (areas not otherwise specified)</u>	
Dust light fixtures	M
Dust Venetian blinds and/or vertical blinds	M
Wash windows, screens and Venetian blinds	M
Empty wastepaper baskets	D
Cleaning of the Cafeterias / Kitchens	D
Provide support services such as moving furniture, event/ party preparation	AR
Maintain and replace flower/plants pots inside rooms and corridors	AR
Watering of all plants inside rooms and corridors	AR
Cleaning of roofs	W
Cleaning of Surface and drainage systems	W
<u>Gardening</u>	
Watering of all plants as and when required	AR
Occasional Pruning of trees, shrubs	AR
Maintain cleanliness of outdoor plant boxes/areas.	D
Occasional spraying of pesticides to the greeneries as protection from disease and insects.	AR
Fertilizing the greeneries on regular basis.	AR
Planting of flowering plants during summer and winter season (twice a year).	Y2
Regular Maintenance of irrigation system	AR

Section 4: Proposal Submission Form¹

[insert: Location]

[insert: Date]

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

Dear Sir/Madam:

We, the undersigned, hereby offer to provide professional services for **Ref: No. RFP/UNDP/BHRUNCT/CLS03/2015 Cleaning and Support Services for the UN Organizations in the Kingdom of Bahrain. Ref: No. RFP/UNDP/BHRUNCT/CLS03/2015** in accordance with your Request for Proposal dated [insert: Date] and our Proposal. We are hereby submitting our Proposal, which includes the Technical Proposal and Financial Proposal sealed under a separate envelope.

We hereby declare that :

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

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

We agree to abide by this Proposal for [insert: period of validity as indicated in Data Sheet].

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

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

¹ No deletion or modification may be made in this form. Any such deletion or modification may lead to the rejection of the Proposal.

We remain,

Yours sincerely,

Authorized Signature [*In full and initials*]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Contact Details : _____

[please mark this letter with your corporate seal, if available]

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

Proposer Information Form²

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

RFP No.: *[insert number]*

Page _____ of _____ pages

1. Proposer's Legal Name <i>[insert Proposer's legal name]</i>		
2. In case of Joint Venture (JV), legal name of each party: <i>[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: <i>[insert Proposer's year of registration]</i>		
5. Countries of Operation	6. No. of staff in each Country	7. Years of Operation in each Country
8. Legal Address/es in Country/ies of Registration/Operation: <i>[insert Proposer's legal address in country of registration]</i>		
9. Value and Description of Top three (3) Biggest Contract for the past five (5) years		
10. Latest Credit Rating (if any)		
11. Brief description of litigation history (disputes, arbitration, claims, etc.), indicating current status and outcomes, if already resolved.		
12. Proposer's Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's name]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's name]</i> Email Address: <i>[insert Authorized Representative's name]</i>		
13. Are you in the UNPD List 1267.1989 or UN Ineligibility List ? <input type="checkbox"/> YES or <input type="checkbox"/> NO		

² The Proposer shall fill in this Form in accordance with the instructions. Apart from providing additional information, no alterations to its format shall be permitted and no substitutions shall be accepted.

14. Attached are copies of original documents of:

- ☐ All eligibility document requirements listed in the Data Sheet
- ☐ 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
- ☐ 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)³

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

RFP No.: *[insert number]*

Page _____ of _____ pages

1. Proposer's Legal Name: <i>[insert Proposer's legal name]</i>		
2. 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)		
1. Brief description of litigation history (disputes, arbitration, claims, etc.), indicating current status and outcomes, if already resolved.		
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>		

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

14. Attached are copies of original documents of: *[check the box(es) of the attached original documents]*

- ☐ All eligibility document requirements listed in the Data Sheet
- ☐ Articles of Incorporation or Registration of firm named in 2.
- ☐ In case of government owned entity, documents establishing legal and financial autonomy and compliance with commercial law.

Section 6: Technical Proposal Form

TECHNICAL PROPOSAL FORMAT INSERT TITLE OF THE SERVICES

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

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

SECTION 1: EXPERTISE OF FIRM/ ORGANISATION							
<p>1.1 Brief Description of Proposer as an Entity: Provide a brief description of the organization/institution profile submitting the proposal with the following data:</p> <ul style="list-style-type: none"> Provide Profile of the organization (maximum 15 pages), including the address of the office and branches and contact details. Information on registration with government and relevant ministries. Valid Certificate of Registration of the business. Provide proving documentation Provide details on total Human recourse capacity of the company General Firm/ corporate Qualifications. Firm/ corporate Organization structure, technical capacity & experience. Specific Experience in the relevant field (Previous & Similar projects references during the last 3 years). Extent to which any work would be subcontracted (subcontracting carries additional risks which may affect project implementation, but properly done it offers a chance to access specialized skills). Relevance of work for UNDP and/or other organizations. Organization performance and achieved results on similar projects. The following documents are required as a proof: Internal and external evaluation. (if available), Assessment of performance made by beneficiaries, stakeholders and clients of organizations. Quality assurance procedures in place, mention what type <p>1.2. Financial Capacity: Provide information on financial stability of the Organization; provide detailed Financial Statements for the last two years of 2013, 2014, to present Income Statement and Balance Sheet.</p> <p>1.3. Track Record and Experiences: Provide the following information regarding corporate experience within the last three (3) years which are related or relevant to those required for this Contract.</p> <table border="1" style="width: 100%; margin-top: 10px;"> <thead> <tr> <th style="width: 15%;">Name of</th> <th style="width: 15%;">Client</th> <th style="width: 15%;">Contract</th> <th style="width: 15%;">Period of</th> <th style="width: 15%;">Types of</th> <th style="width: 15%;">Status or Date</th> <th style="width: 15%;">References</th> </tr> </thead> </table>	Name of	Client	Contract	Period of	Types of	Status or Date	References
Name of	Client	Contract	Period of	Types of	Status or Date	References	

project		Value	activity	activities undertaken	Completed	Contact Details (Name, Phone, Email)

SECTION 2 - Proposed Work Plan and Approach
<p><u>2.1. Approach to the Service/Work Required:</u> Please provide detailed work plan for provision of services to multiple UN Agencies/projects according to the terms of reference (Please provide a detailed description of the methodology, timeline, reporting structure according to the requirement)</p> <p><u>2.2. Human Resource Policy and capacity to cover scope of work for UN:</u> Provide copy of Human resource policy, and staff capacity to cover all scope of works in the TOR(List of staff to be detailed through the work plan how the task will be performed)</p> <p><u>2.3 Cleaning schedule:</u> The Proposer shall submit to the UN agencies contract manager a cleaning schedule for each facility. This cleaning schedule shall also reflect the day/time that all tasks required less frequently than daily are to be performed.</p>

SECTION 3: PERSONNEL

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

3.2 Supervisor experience and general Qualification:

Experience with large companies 25 plus Employees , Training Experience, Professional Experience in the area of specialization, Language Qualifications

3.3 Qualifications of Key Personnel. Provide the CVs for key personnel (Supervisor, Cleaning, Gardening and Daily Messenger/Support Service) that will be provided to support the implementation of this project. CVs should demonstrate qualifications in areas relevant to the Scope of Services. Please use the format below:

Name:		
Position for this Contract:		
Nationality:		
Contact information:		
Countries of Work Experience:		
Language Skills:		
Educational and other Qualifications:		
Summary of Experience: <i>Highlight experience in the region and on similar projects.</i>		
Relevant Experience (From most recent):		
Period: From – To	Name of activity/ Project/ funding organisation, if applicable:	Job Title and Activities undertaken/Description of actual role performed:
<i>e.g. June 2004-January 2005</i>		
<i>Etc.</i>		
<i>Etc.</i>		
References no.1 (minimum of 3):	<i>Name Designation Organization Contact Information – Address; Phone; Email; etc.</i>	
Reference no.2	<i>Name Designation Organization Contact Information – Address; Phone; Email; etc.</i>	
Reference no.3	<i>Name Designation Organization Contact Information – Address; Phone; Email; etc.</i>	
Declaration:		
<p>I confirm my intention to serve in the stated position and present availability to serve for the term of the proposed contract. I also understand that any wilful misstatement described above may lead to my disqualification, before or during my engagement.</p> <p>_____</p> <p>_____</p>		
Signature of the Nominated Team Leader/Member		Date Signed

Section 7: Financial Proposal Form

Submission:

The Financial Proposal must be provided in a separate electronic file to the e-mail address indicated in DS. 23.

All pages shall be duly signed in BLUE ink. Each page shall be stamped with the Proposers company stamp / seal.

Soft Copies:

The soft copies issued under separate cover in Word and/or Excel format are issued for the purpose of facilitating bidders in preparation of the Offer however, it remains the Bidders responsibility to ensure that the wording, figures, calculations are in accordance with relevant requirements as stipulated in the relevant sections.

Format:

The format shown on the following pages is suggested for use in preparing the Financial Proposal. No deletion or modification may be made in this form. Any such deletion or modification may lead to the rejection of the Proposal.

Price Structure:

All prices/rates quoted must be exclusive of all taxes, since the UNDP is exempt from taxes.

The UNDP reserves the right at the time of making the award of contract to increase or decrease items in the Bills of Quantity, if required, without any change in unit price or other terms and conditions, by the amount of 10% of the initially Price Schedule.

The rates and quantities shall be used for the price analyses and evaluation purposes or any other requirements during the project implementation and shall be fixed and firm for the duration of the contract and any claim for price adjustment will not be entertained.

Proposer's are expected to submit realistic prices. Any gross deviations from the prevailing market prices or unethical manipulations to take advantage of the RFP system may cause the Proposer to be **disqualified**.

Table -A

Price Schedule for Cleaning and Support Services UN House (Hoora)					
Item No.	Description	Quantity	Monthly Rate	Yearly rate	Total Rate for three Years
1	Supply of Messenger/ support staff (UN House)	2			

2	Overhead cost	2			
3	Cleaning of entire UN House	3			
4	Gardening Services	1			
6	Management of Services %				
7	Supply of Minimum Consumable items as per Table-B				
Sub Total					
United Nations Environment Programme (Seef area)					
1	Supply of Messenger/Maintenance Service support staff (UN House)	1			
2	Overhead cost	2			
3	Cleaning of entire UNEP	2			
4	Management of Services%				
5	Supply of Minimum Consumable items as per Table-C				
Sub Total					
Total Final and All-Inclusive Price					

Table- B: Prices for the Supply of Minimum Consumable Items for UN House

S.No	Description	Quantity	Usage	Product Name/Brand	Unit Price BHD	Total Price BHD
1	Air Freshener (750ml)	3	Yearly			
2	Toilet Brush	2	Monthly			
3	Carpet Shampoo (5 Liter)	5	Yearly			
4	Disinfectant Bleach (5 liter)	2	Monthly			
5	Cotton Brush	2	Yearly			
6	Tissues 150 Sheet 2ply	40 boxes	Monthly			
7	Disinfecting Liquid (500ml)	2	Monthly			
8	Toilet Cleaner (750ml)	5	Monthly			
9	Floor Wiper	10	Yearly			
10	Furniture polish (750ml)	4	Monthly			
11	Garbage Bag – Black (50GLN)	2 Pack	Monthly			
12	Garbage Bag – Black (70GLN)	2 Pack	Monthly			
13	Garbage Bag – White	2 Pack	Monthly			
14	Surface Disinfectant	1	Monthly			
15	Glass Cleaner (500ml)	1	Monthly			
16	Glass Cleaning Roller	2	Yearly			
17	Glass Wiper with Roller	2	Yearly			
18	Hand Gloves (Used for Bathroom Cleaning)	4	Yearly			
19	Hand Towel – White (50 Piece)	1 Box	Monthly			
20	Kitchen Cleaning Cloth (Cotton)	2	Monthly			
21	Kitchen Pad – Green	4	Monthly			
22	Bar Soap	8	Monthly			
23	Hand Wash (500ml)	10	Monthly			
24	Dishwashing Liquid (750ml)	3	Monthly			
25	Mop Bucket	3	Yearly			
26	MOP Small	5	Monthly			
27	Mop Stick	10	Yearly			

28	Kitchen cleaning scouring pad - Green	3	Monthly			
29	Kitchen cleaning scouring pad - Yellow	5	Monthly			
30	Steel Polish	1	Monthly			
31	Cleaner-Degreaser (750ml)	4	Monthly			
32	Toilet Bowl Cleaner	5	Monthly			
33	Toilet Tissue Roll	60 Rolls	Monthly			
34	White Cotton Cloth for Dusting	100Meter	Yearly			
35	Marble Polish	2	Yearly			
36	Composting					
37	Other Items					
Total						

Table-C: Prices for the Supply of Minimum Consumable Items for UNEP

S.NO	Description	Quantity	Usage	Product Name/Brand	Unit Price BHD	Total Price BHD
1	Furniture polish	4 pcs.	1 Month			
2	Garbage Bag – Black (50GLN)	100 pcs.	1 Month			
3	Garbage Bag – Black (70GLN)	50 pcs.	1 Month depend on no. of offices			
4	Kitchen Soap for cleaning	4 pcs.	1 Month, depend on no. of kitchen (1 bottle can stay more than 1 month)			
5	Kitchen pad yellow	4 pcs.	Reusable			
6	Kitchen pad Green	2 pcs.	Reusable			

7	Steel pad kitchen	2 pcs.	Reusable			
8	Kitchen cloth	4 pcs.	Reusable			
9	White cloth	2 mtr	Reusable			
10	Soap Liquid for the floor	1 bottle	1 Month depend on the usage			
11	Surface Disinfectant	1 bottle	1 Month depend on the usage			
12	Disinfectant Bleach (5 liter)	1 bottle	1 Month depend on the usage			
13	Hand Soap for toilet & Kitchen	28 bottle	1 Month depend on the usage & no. of toilet and kitchen			
14	Moop small	8 pcs.	1 Month			
15	Toilet cleaner	5 bottle	1 Month depend on the usage			
16	Toilet paper roll	75 pcs.	1 Month or less			
17	Hand towel for toilet & kitchen	50 roll	1 Month or less			
18	Cleaner-Degreaser	5 bottle	1 Month depend on the usage			
19	Air refresher	1bottle	More than 3 month to all office			
20	Disinfecting Liquid	1bottel (big)	1 Month			
21	Tissues 150 Sheet 2ply	25 boxes	Monthly			
22	Other Items					
Total						

Section 11: Contract for Professional Services

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

[PLEASE ATTACH HERETO THE .PDF VERSION OF THE CONTRACT FOR PROFESSIONAL SERVICES AND THE GENERAL TERMS AND CONDITIONS]

Date _____

Dear Sir/Madam,

Ref.: _____/_____/_____ **[INSERT PROJECT NUMBER AND TITLE OR OTHER REFERENCE]**

The United Nations Development Programme (hereinafter referred to as "UNDP"), wishes to engage your **[company/organization/institution]**, duly incorporated under the Laws of _____ **[INSERT NAME OF THE COUNTRY]** (hereinafter referred to as the "Contractor") in order to perform services in respect of _____ **[INSERT SUMMARY DESCRIPTION OF THE SERVICES]** (hereinafter referred to as the "Services"), in accordance with the following Contract:

1. Contract Documents

- 1.1 This Contract is subject to the UNDP General Conditions for Professional Services attached hereto as Annex I. The provisions of such Annex shall control the interpretation of this Contract and in no way shall be deemed to have been derogated by the contents of this letter and any other Annexes, unless otherwise expressly stated under section 4 of this letter, entitled "Special Conditions".
- 1.2 The Contractor and UNDP also agree to be bound by the provisions contained in the following documents, which shall take precedence over one another in case of conflict in the following order:
- a) this Letter;
 - b) the Terms of Reference [ref.dated.....], attached hereto as Annex II;
 - c) the Contractor's Proposal [ref....., dated]
 - d) The UNDP Request for Proposal [ref....., dated.....]
- 1.3 All the above shall form the Contract between the Contractor and UNDP, superseding the contents of any other negotiations and/or agreements, whether oral or in writing, pertaining to the subject of this Contract.

2. Obligations of the Contractor

- 2.1 The Contractor shall perform and complete the Services described in Annex II with due diligence and efficiency and in accordance with the Contract.

- 2.2 The Contractor shall provide the services of the following key personnel:

<u>Name</u>	<u>Specialization</u>	<u>Nationality</u>	<u>Period of service</u>
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....
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....
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- 2.3 Any changes in the above key personnel shall require prior written approval of _____ **[NAME and TITLE]**, UNDP.

- 2.4 The Contractor shall also provide all technical and administrative support needed in order to ensure the timely and satisfactory performance of the Services.

- 2.5 The Contractor shall submit to UNDP the deliverables specified hereunder according to the following schedule:

[LIST DELIVERABLES]

[INDICATE DELIVERY DATES]

e.g.

Progress report

../../....

.....

../../....

Final report

../../....

- 2.6 All reports shall be written in the English language, and shall describe in detail the services rendered under the Contract during the period of time covered in such report. All reports shall be transmitted by the Contractor by _____ **[MAIL, COURIER AND/OR FAX]** to the address specified in 9.1 below.
- 2.7 The Contractor represents and warrants the accuracy of any information or data provided to UNDP for the purpose of entering into this Contract, as well as the quality of the deliverables and reports foreseen under this Contract in accordance with the highest industry and professional standards.

OPTION 1 (FIXED PRICE)

3. Price and Payment

- 3.1 In full consideration for the complete and satisfactory performance of the Services under this Contract, UNDP shall pay the Contractor a fixed contract price of _____ **[INSERT CURRENCY & AMOUNT IN FIGURES AND WORDS]**.
- 3.2 The price of this Contract is not subject to any adjustment or revision because of price or currency fluctuations or the actual costs incurred by the Contractor in the performance of the Contract.
- 3.3 Payments effected by UNDP to the Contractor shall be deemed neither to relieve the Contractor of its obligations under this Contract nor as acceptance by UNDP of the Contractor's performance of the Services.
- 3.4 UNDP shall effect payments to the Contractor after acceptance by UNDP of the invoices submitted by the Contractor to the address specified in 9.1 below, upon achievement of the corresponding milestones and for the following amounts:

<u>MILESTONE</u>	<u>AMOUNT</u>	<u>TARGET DATE</u>
Upon...../...
...../...

Invoices shall indicate the milestones achieved and corresponding amount payable.

OPTION 2 (COST REIMBURSEMENT)

3. Price and payment

- 3.1 In full consideration for the complete and satisfactory performance of the Services under this Contract, UNDP shall pay the Contractor a price not to exceed _____ **[INSERT CURRENCY & AMOUNT IN FIGURES AND WORDS]**.
- 3.2 The amount contained in 3.1 above is the maximum total amount of reimbursable costs under this Contract. The Breakdown of Costs in Annex _____ **[INSERT ANNEX NUMBER]** contains the maximum amounts per cost category that are reimbursable under this Contract. The Contractor shall reflect in his invoices the amount of the actual reimbursable costs incurred in the performance of the Services.
- 3.3 The Contractor shall not do any work, provide any equipment, materials and supplies, or perform any other services which may result in any costs in excess of the amount under 3.1 or of any of the amounts specified in the Breakdown of Costs for each cost category without the prior written agreement of _____ **[NAME and TITLE]**, UNDP.
- 3.4 Payments effected by UNDP to the Contractor shall be deemed neither to relieve the Contractor of its obligations under this Contract nor as acceptance by UNDP of the Contractor's performance of the Services.
- 3.5 The Contractor shall submit invoices for the work done every _____ **[INSERT PERIOD OF TIME OR MILESTONES]**.

OR

- 3.5. The Contractor shall submit an invoice for _____ **[INSERT AMOUNT AND CURRENCY OF THE ADVANCE PAYMENT IN FIGURES & WORDS]** upon signature of this Contract by both parties and invoices for the work done every _____ **[INSERT PERIOD OF TIME OR MILESTONES]**.
- 3.6 Progress and final payments shall be effected by UNDP to the Contractor after acceptance of the invoices submitted by the Contractor to the address specified in 9.1 below, together with whatever supporting documentation of the actual costs incurred is required in the Breakdown of Costs or may be required by UNDP. Such payments shall be subject to any specific conditions for reimbursement contained in the Breakdown of Costs.
4. **Special conditions**
 - 4.1 The responsibility for the safety and security of the Contractor and its personnel and property, and of UNDP's property in the Contractor's custody, rests with the Contractor.
 - 4.2 The advance payment to be made upon signature of the contract by both parties is contingent upon receipt and acceptance by UNDP of a bank guarantee for the full amount of the advance payment issued by a Bank and in a form acceptable to UNDP.

4.3 The amounts of the payments referred to under section 3.6 above shall be subject to a deduction of _____ **[INSERT PERCENTAGE THAT THE ADVANCE REPRESENTS OVER THE TOTAL PRICE OF THE CONTRACT]** % (... percent) of the amount accepted for payment until the cumulative amount of the deductions so effected shall equal the amount of the advance payment.

4.4 Owing to [...], Article(s) [...] of the General Conditions in Annex I shall be amended to read/be deleted.

5. Submission of invoices

5.1 An original invoice shall be submitted by mail by the Contractor for each payment under the Contract to the following address:

.....

5.2 Invoices submitted by fax shall not be accepted by UNDP.

6. Time and manner of payment

6.1 Invoices shall be paid within thirty (30) days of the date of their acceptance by UNDP. UNDP shall make every effort to accept an invoice or so advise the Contractor of its non-acceptance within a reasonable time from receipt.

6.2 All payments shall be made by UNDP to the following Bank account of the Contractor:

_____ **[NAME OF THE BANK]**

_____ **[ACCOUNT NUMBER]**

_____ **[ADDRESS OF THE BANK]**

7. Entry into force. Time limits.

7.1 The Contract shall enter into force upon its signature by both parties.

7.2 The Contractor shall commence the performance of the Services not later than _____ **[INSERT DATE]** and shall complete the Services within _____ **[INSERT NUMBER OF DAYS OR MONTHS]** of such commencement.

7.3 All time limits contained in this Contract shall be deemed to be of the essence in respect of the performance of the Services.

8. Modifications

8.1 Any modification to this Contract shall require an amendment in writing between both parties duly signed by the authorized representative of the Contractor and _____ **[NAME AND TITLE]** UNDP.

9. Notifications

For the purpose of notifications under the Contract, the addresses of UNDP and the Contractor are as follows:

For the UNDP:

Name
Designation
Address
Tel. No.
Fax. No.
Email address:

For the Contractor:

Name
Designation
Address
Tel. No.
Fax. No.
Email address:

If the above terms and conditions meet with your agreement as they are typed in this letter and in the Contract Documents, please initial every page of this letter and its attachments and return to this office one original of this Contract, duly signed and dated.

Yours sincerely,

[INSERT NAME AND DESIGNATION]

For **[INSERT NAME OF THE COMPANY/ORGANIZATION]**

Agreed and Accepted:

Signature _____
Name: _____
Title: _____
Date: _____



UNDP GENERAL CONDITIONS OF CONTRACT FOR SERVICES

1.0 LEGAL STATUS:

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

2.0 SOURCE OF INSTRUCTIONS:

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

3.0 CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES:

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

4.0 ASSIGNMENT:

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

5.0 SUB-CONTRACTING:

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

6.0 OFFICIALS NOT TO BENEFIT:

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

7.0 INDEMNIFICATION:

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

8.0 INSURANCE AND LIABILITIES TO THIRD PARTIES:

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

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

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

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

8.4.1 Name UNDP as additional insured;

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

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

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

9.0 ENCUMBRANCES/LIENS:

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

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

11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

11.1 Except as is otherwise expressly provided in writing in the Contract, the UNDP shall be entitled to all

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

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

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

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

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

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

13.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

14.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

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

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

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

14.4 The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in or for any areas in which the UNDP is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas or to any incidents of civil unrest

occurring in such areas shall not, in and of itself, constitute force majeure under the Contract..

15.0 TERMINATION

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

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

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

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

16.0 SETTLEMENT OF DISPUTES

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

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

17.0 PRIVILEGES AND IMMUNITIES:

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

18.0 TAX EXEMPTION

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

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

19.0 CHILD LABOUR

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

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

20.0 MINES:

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

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

21.0 OBSERVANCE OF THE LAW:

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

22.0 SEXUAL EXPLOITATION:

22.1 The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all appropriate measures to prohibit its employees or other persons engaged by it from, exchanging any money, goods, services, offers of employment or other things of value, for

sexual favors or activities, or from engaging in any sexual activities that are exploitive or degrading to any person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle UNDP to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

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

23.0 SECURITY:

23.1 The Contractor shall:

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

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

24.0 AUDITS AND INVESTIGATIONS:

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

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

25.0 ANTI-TERRORISM:

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

26.0 AUTHORITY TO MODIFY:

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