



## Request for Proposal (RFP)

January 19, 2009

Dear Sir/Madam,

**Subject: RFP for the provision of cleaning services at the UN House, Abuja**

1. You are requested to submit a proposal for the provision of gardening and landscaping services at the UN House, Abuja, as per enclosed Terms of Reference (TOR).
2. To enable you to submit a proposal, attached are:
  - i. Instructions to Offerors ..... (Annex I)
  - ii. General Conditions of Contract..... (Annex II)
  - iii. Terms of Reference (TOR).....(Annex III)
  - iv. Proposal Submission Form .....(Annex IV)
  - v. Price Schedule .....(Annex V)
3. Your offer comprising of technical proposal and financial proposal, in separate sealed envelopes, should reach the following address no later than 5.00 pm on January 30, 2009  
The Service Centre, UNDP, UN House, Plot 617/618, Diplomatic Zone, Central Area, Garki, Abuja.  
Attention: Nike Akoh  
Tel; +234 (0) 94616100  
Email; adenike.akoh@undp.org
4. If you request additional information, we would endeavor to provide information expeditiously, but any delay in providing such information will not be considered a reason for extending the submission date of your proposal.
5. You are requested to acknowledge receipt of this letter and to indicate whether or not you intend to submit a proposal.

Yours sincerely,

Mulugeta Abebe  
Service Centre Manager  
UNDP

**Instructions to Offerors**

**A. Introduction**

**1. General**

Purpose of RFP

**2. Cost of proposal**

The Offeror shall bear all costs associated with the preparation and submission of the Proposal, the UNDP will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the solicitation.

**B. Solicitation Documents**

**3. Contents of solicitation documents**

Proposals must offer services for the total requirement. Proposals offering only part of the requirement will be rejected. The Offeror is expected to examine all corresponding instructions, forms, terms and specifications contained in the Solicitation Documents. Failure to comply with these documents will be at the Offeror's risk and may affect the evaluation of the Proposal.

**4. Clarification of solicitation documents**

A prospective Offeror requiring any clarification of the Solicitation Documents may notify the procuring UNDP entity in writing at the organisation's mailing address or fax number indicated in the RFP. The procuring UNDP entity will respond in writing to any request for clarification of the Solicitation Documents that it receives earlier than two weeks prior to the deadline for the submission of Proposals. Written copies of the organisation's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective Offerors that has received the Solicitation Documents.

**5. Amendments of solicitation documents**

At any time prior to the deadline for submission of Proposals, the procuring UNDP entity may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Offeror, modify the Solicitation Documents by amendment.

All prospective Offerors that have received the Solicitation Documents will be notified in writing of all amendments to the Solicitation Documents.

In order to afford prospective Offerors reasonable time in which to take the amendments into account in preparing their offers, the procuring UNDP entity may, at its discretion, extend the deadline for the submission of Proposals.

## C. Preparation of Proposals

### 6. Language of the proposal

The Proposals prepared by the Offeror and all correspondence and documents relating to the Proposal exchanged by the Offeror and the procuring UNDP entity shall be written in the English language. Any printed literature furnished by the Offeror may be written in another language so long as accompanied by an English translation of its pertinent passages in which case, for purposes of interpretation of the Proposal, the English translation shall govern.

### 7. Documents comprising the proposal

The Proposal shall comprise the following components:

- (a) Proposal submission form;
- (b) Operational and technical part of the Proposal, including documentation to demonstrate that the Offeror meets all requirements;
- (c) Price schedule, completed in accordance with clauses 8 and 9;
- (d) Proposal security.

### 8. Proposal form

The Offeror shall structure the operational and technical part of its Proposal as follows:

#### (a) Management plan

This section should provide corporate orientation to include the year and state/country of incorporation and a brief description of the Offeror's present activities. It should focus on services related to the Proposal.

This section should also describe the organisational unit(s) that will become responsible for the contract, and the general management approach towards a project of this kind. The Offeror should comment on its experience in similar projects and identify the person(s) representing the Offeror in any future dealing with the procuring UNDP entity.

#### (b) Resource plan

This should fully explain the Offeror's resources in terms of personnel and facilities necessary for the performance of this requirement. It should describe the Offeror's current capabilities/facilities and any plans for their expansion.

#### (c) Proposed methodology

This section should demonstrate the Offeror's responsiveness to the specification by identifying the specific components proposed, addressing the requirements, as specified, point by point; providing a detailed description of the essential performance

characteristics proposed warranty; and demonstrating how the proposed methodology meets or exceeds the specifications.

The operational and technical part of the Proposal should not contain any pricing information whatsoever on the services offered. Pricing information shall be separated and only contained in the appropriate Price Schedules.

It is mandatory that the Offeror's Proposal numbering system corresponds with the numbering system used in the body of this RFP. All references to descriptive material and brochures should be included in the appropriate response paragraph, though material/documents themselves may be provided as annexes to the Proposal/response.

Information which the Offeror considers proprietary, if any, should be clearly marked "proprietary" next to the relevant part of the text and it will then be treated as such accordingly.

#### **9. Proposal prices**

The Offeror shall indicate on an appropriate Price Schedule, an example of which is contained in these Solicitation Documents, the prices of services it proposes to supply under the contract.

#### **10. Proposal currencies**

All prices shall be quoted in Nigerian Naira.

#### **11. Period of validity of proposals**

Proposals shall remain valid for sixty (60) days after the date of Proposal submission prescribed by the procuring UNDP entity, pursuant to the deadline clause. A Proposal valid for a shorter period may be rejected by the procuring UNDP entity on the grounds that it is non-responsive.

In exceptional circumstances, the procuring UNDP entity may solicit the Offeror's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. An Offeror granting the request will not be required nor permitted to modify its Proposal.

#### **12. Format and signing of proposals**

The Offeror shall prepare two copies of the Proposal, clearly marking each "Original Proposal" and "Copy of Proposal" as appropriate. In the event of any discrepancy between them, the original shall govern.

The two copies of the Proposal shall be typed or written in indelible ink and shall be signed by the Offeror or a person or persons duly authorised to bind the Offeror to the contract. The latter authorisation shall be indicated by written power-of-attorney accompanying the Proposal.

A Proposal shall contain no interlineations, erasures, or overwriting except, as necessary to correct errors made by the Offeror, in which case such corrections shall be initialled by the person or persons signing the Proposal.

### 13. Payment

UNDP shall effect payments to the Contractor after acceptance by UNDP of the invoices submitted by the contractor, upon achievement of the corresponding milestones.

## D. Submission of Proposals

### 14. Sealing and marking of proposals

The Offeror shall seal the Proposal in one outer and two inner envelopes, as detailed below.

(a) The outer envelope shall be:

- addressed to –  
The Service Centre Manager,  
UNDP,  
UN House,  
Plot 617/618,  
Diplomatic Zone,  
Central Area, Garki,  
Abuja  
and,

- marked with –

“RFP: Cleaning Services for the UN House, Abuja”

(b) Both inner envelopes shall indicate the name and address of the Offeror. The first inner envelope shall contain the information specified in Clause 8 (*Proposal form*) above, with the copies duly marked “Original” and “Copy”. The second inner envelope shall include the price schedule duly identified as such.

Note, if the inner envelopes are not sealed and marked as per the instructions in this clause, the procuring UNDP entity will not assume responsibility for the Proposal’s misplacement or premature opening.

### 15. Deadline for submission of proposals

Proposals must be placed in the UNDP bid box at Security Gate at the address specified under clause *Sealing and marking of Proposals* no later than January 30 / 5.00 p.m., local time.

The procuring UNDP entity may, at its own discretion extend this deadline for the submission of Proposals by amending the solicitation documents in accordance with

clause *Amendments of Solicitation Documents*, in which case all rights and obligations of the procuring UNDP entity and Offerors previously subject to the deadline will thereafter be subject to the deadline as extended.

## **16. Late Proposals**

Any Proposal received by the procuring UNDP entity after the deadline for submission of proposals, pursuant to clause *Deadline for the submission of proposals*, will be rejected.

## **17. Modification and withdrawal of Proposals**

The Offeror may withdraw its Proposal after the Proposal's submission, provided that written notice of the withdrawal is received by the procuring UNDP entity prior to the deadline prescribed for submission of Proposals.

The Offeror's withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of clause *Deadline for Submission of Proposals*. The withdrawal notice may also be sent by telex or fax but followed by a signed confirmation copy.

No Proposal may be modified subsequent to the deadline for submission of proposals.

No Proposal may be withdrawn in the Interval between the deadline for submission of proposals and the expiration of the period of proposal validity specified by the Offeror on the Proposal Submission Form.

## **E. Opening and Evaluation of Proposals**

### **18. Opening of proposals**

The procuring entity will open the Proposals in the presence of a Committee formed by the Head of the procuring UNDP entity.

### **19. Clarification of proposals**

To assist in the examination, evaluation and comparison of Proposals, the Purchaser may at its discretion, ask the Offeror for clarification of its Proposal. The request for clarification and the response shall be in writing and no change in price or substance of the Proposal shall be sought, offered or permitted.

### **20. Preliminary examination**

The Purchaser will examine the Proposals to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the Proposals are generally in order.

Arithmetical errors will be rectified on the following basis: If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the Offeror

does not accept the correction of errors, its Proposal will be rejected. If there is a discrepancy between words and figures the amount in words will prevail.

Prior to the detailed evaluation, the Purchaser will determine the substantial responsiveness of each Proposal to the Request for Proposals (RFP). For purposes of these Clauses, a substantially responsive Proposal is one which conforms to all the terms and conditions of the RFP without material deviations. The Purchaser's determination of a Proposal's responsiveness is based on the contents of the Proposal itself without recourse to extrinsic evidence.

A Proposal determined as not substantially responsive will be rejected by the Purchaser and may not subsequently be made responsive by the Offeror by correction of the non-conformity.

## 21. Evaluation and comparison of proposals

**A two-stage procedure is utilized in evaluating the proposals, with evaluation of the technical proposal being completed prior to any price proposal being opened and compared. The price proposal of the Proposals will be opened only for submissions that passed the minimum technical score of 70% of the obtainable score of 1000 points in the evaluation of the technical proposals.**

**The technical proposal is evaluated on the basis of its responsiveness to the Term of Reference (TOR).**

**In the Second Stage, the price proposal of all contractors, who have attained minimum 70% score in the technical evaluation will be compared. The contractor will be awarded to the Contractor offering the lowest price.**

## 22. Technical Evaluation Criteria

Evaluation forms for technical proposals follow on the next page. The obtainable number of points specified for each evaluation criterion indicates the relative significance or weight of the item in the overall evaluation process. The Technical Proposal Evaluation Form is:

Summary of Technical Proposal Evaluation Forms		Score Weight	Points Obtainable	Consultants				
				A	B	C	D	E
<b>A.</b>	<b>Expertise of Firm submitting Proposal</b>	<b>40%</b>	<b>400</b>					
1.	Reputation of contractor (List of clients and financial statements in the last 3 years).							
2.	Experience on similar assignment, (major assignments in the last 5 years and their value and samples of work done).							
3.	Work for UNDP/major multilateral or bilateral organization							
4.	Ability of contractor to deliver task in line with time plan (Reliability)							
<b>B</b>	<b>Proposed Work Plan and Approach</b>	<b>30%</b>	<b>300</b>					
5.	Understanding of assignment with the scope of work well defined (TOR)							
6.	Appropriateness of Conceptual Framework adopted for the task							
7.	Proposed Work Plan (sequence of activities and planning)							

8.	Proposed approach to carry out the assignment.(realistic and efficient)							
<b>C</b>	<b>Quality of personnel and suitability for the assignment.</b>	<b>30%</b>	<b>300</b>					
9.	Personnel’s knowledge of the Nigerian gardening & landscaping industry and policy environment (specialized knowledge)							
10.	Personnel’s Professional experience in the cleaning industry’s policy issues.							
11.	Personnel Training Experience							
	<b>Total</b>	<b>100%</b>	<b>1000</b>					

**F. Award of Contract**

**22. Award criteria, award of contract**

The procuring UNDP entity reserves the right to accept or reject any Proposal, and to annul the solicitation process and reject all Proposals at any time prior to award of contract, without thereby incurring any liability to the affected Offeror or any obligation to inform the affected Offeror or Offerors of the grounds for the Purchaser’s action

Prior to expiration of the period of proposal validity, the procuring UNDP entity will award the contract to the qualified Offeror whose Proposal after being evaluated is considered to be the most responsive to the needs of the organisation and activity concerned.

**23. Purchaser’s right to vary requirements at time of award**

The Purchaser reserves the right at the time of award of contract to vary the quantity of services and goods specified in the RFP without any change in price or other terms and conditions.

**24. Signing of the contract**

Within 30 days of receipt of the contract the successful Offeror shall sign and date the contract and return it to the Purchaser.

Failure of the successful Offeror to comply with the requirement of Clause 24 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Proposal security if any, in which event the Purchaser may make the award to the next lowest evaluated Offeror or call for new Proposals.

**General Conditions of Contract**

**1. LEGAL STATUS**

The Contractor shall be considered as having the legal status of an independent contractor vis-à-vis 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. 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 which may adversely affect UNDP or the United Nations and shall fulfil its commitments with the fullest regard to the interests of UNDP.

**3. 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. 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. 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 with the provisions of this Contract.

**6. 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. 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. 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 its 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:

(i) Name UNDP as additional insured;

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

(iii) Provide that 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 UNDP with satisfactory evidence of the insurance required under this Article.

#### **E. 9. 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 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. 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. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS**

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, or documents and other materials which bear a direct relation to or are produced or prepared or collected in consequence of or in the course of the execution of this Contract. At the UNDP's request, the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring them to UNDP in compliance with the requirements of the applicable law.

## **12. 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 the United Nations in connection with its business or otherwise.

## **13. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION**

- 13.1 All maps, drawings, photographs, mosaics, plans, reports, recommendations, estimates, documents and all other data compiled by or received by the Contractor under this Contract shall be the property of UNDP, shall be treated as confidential and shall be delivered only to UNDP authorized officials on completion of work under this Contract.
- 13.2 The Contractor may not communicate at any time to any other person, Government or authority external to UNDP, any information known to it by reason of its association with UNDP which has not been made public except with the authorization of UNDP; nor shall the Contractor at any time use such information to private advantage. These obligations do not lapse upon termination of this Contract.

## **14. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS**

- 14.1 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 which are beyond the control of the Parties.
- 14.2 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 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 UNDP of any other changes in conditions or the occurrence of any event which interferes or threatens to interfere with its performance of this Contract. The notice shall include steps proposed by the Contractor to be taken including any reasonable alternative means for performance that is not prevented by force majeure. On receipt of the notice required under this Article, 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.
- 14.3 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, 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.

## **15. TERMINATION**

- 15.1 Either party may terminate this Contract for cause, in whole or in part, upon thirty days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16 "Settlement of Disputes" 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. The Contractor shall take immediate steps to terminate the work and services in a prompt and orderly manner and to minimize losses and further expenditures.
- 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, UNDP may, without prejudice to any other right or remedy it may have, terminate this Contract forthwith. The Contractor shall immediately inform UNDP of the occurrence of any of the above events.

## **16. 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, or relating to 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**

Unless, any such dispute, controversy or claim between the Parties arising out of or relating to this Contract or the breach, termination or invalidity thereof is settled amicably under the preceding paragraph of this Article within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, such dispute, controversy or claim shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining, including its provisions on applicable law. The arbitral tribunal shall have no authority to award punitive damages. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

## **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.

## **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 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 UNDP before the payment thereof and 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 UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

## **19 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.

## **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.

**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.

**AUTHORITY TO MODIFY**

No modification or change in this Contract, no waiver of any of its provisions or any additional contractual relationship of any kind with the Contractor shall be valid and enforceable against UNDP unless provided by an amendment to this Contract signed by the authorized official of UNDP.



## Annex III

# TERMS OF REFERENCE

## CLEANING SERVICES AT UN HOUSE, ABUJA

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### Background

UN House, situated at plot 617/618 Central Business District, Abuja, comprises at present 16 separate UN agencies.

### 1. SUMMARIZED SCOPE OF WORKS

#### Maintenance Tasks

Areas to be cleaned have been grouped into the following categories:

- a) Offices
- b) Conference areas
- c) Special use areas
- d) Toilets
- e) Other public areas
- f) All windows

#### a) Offices:

There are four floors where offices are located (with staircase and toilets included on each floor):

- i) Ground floor wings A,B, and C
- ii) First floor wings A, B and C
- iii) Second floor wings A, B and C.
- iv) Third floor wings A, B and C.
- v) Fourth floor wings A, B, and C

#### b) Conference Areas

This includes one big conference rooms which can accommodate 500 delegates each, and a number of collapsible meeting rooms that can be arranged in different sizes.

The concourse, outside areas and conference toilets are to be cleaned daily outside meetings, and be kept clean all through the day.

Conference hall and meeting rooms are to be cleaned during the day (vacuum cleaning of carpets and shampooing whenever necessary, window cleaning, conference, furniture cleaning, including desks and upholstery). During major conferences, the contractor shall provide at no extra cost a cleaning group for cleaning and carpet shampooing of conference areas to work as necessary before any meetings take place.

The contractor shall ensure that all waste removed from the office is deposited at the collection points located inside the building.

**c) Special use areas**

These include workshops, large stores, libraries, radio and switchboard rooms, clinic, security areas, visitors' pavilion, pouch and registry, plant rooms (generators, UPS system), radio transmitter room, petrol station area, etc. The contractor should familiarize himself with all these area, which require day cleaning.

**d) Toilets**

These will require special attention, and to be thoroughly cleaned outside UN working hours and constantly kept clean during the day, including an adequate supply of soap, toilet paper and clean towels. The cleaners' supervisor will be responsible for informing the Building and Common Services Unit of any problems in the toilets, such as blockages, leakage, electrical defects, sanitary bins conditions etc. A list is attached (Appendix B).

**e) Other Public Areas**

Other areas include the following:

- 1 Bank
- 1 Travel Agency
- Store rooms
- Registration/information/security counters
- Main entrance, 2 main concourse areas
- 1 Gift shop

**2. Schedule of Envisaged Requirements**

The following schedules are intended to indicate the nature and likely extent of requirements, based on Common Service Unit experience, but are not necessarily exhaustive. (SEE APPENDIX 'A')

## II. BIDDING REQUIREMENTS

### A. PROPOSAL OUTLINE

The bidder shall submit the following detailed information:

#### 1. Work Programme

Based on the bidder's assessment of the current condition of the elements and features of the works of this contract

- Schedules of maintenance works to be undertaken in the format of the summarized scope of works herewith, with a detailed breakdown of tasks under each individual maintenance heading, as well as a clear indication of the nature of the task (preventive or corrective maintenance), the time and periodicity assigned to each task, and the manpower requirements (trade, skilled worker, assistant etc.)
- Suggested maintenance procedures (proposed modalities of work). The contractor shall allow for any other maintenance task which are not included herein but which fall within normal maintenance assignments, corrective and preventive.

#### 2. Personnel Proposal

Detailed number and breakdown of personnel, to be assigned to the contract (together with documentary evidence of qualifications, experience, formal training/education, etc. and a certificate of Good Conduct from the Nigerian Police Criminal Investigation Department) of each of the following personnel as may be proposed:

• Supervisor	-	2
• Glass Cleaner	-	4
• Cleaners (Ground floor)	-	3
• Cleaners (First floor)	-	3
• Cleaners (Second floor)	-	3
• Cleaners (Third floor)	-	3
• Cleaners (Forth floor)	-	3
• Cleaners (stair ways & Fire exit areas)	-	3
• Cleaners (side building, restaurant, kitchen & clinic)	-	3
• Maintenance	-	1

Total 27 staff.

Special precautions should be taken when working with electrical equipment especially on wet surfaces.

The contractor shall formally inform Common Services of any intention to change his/her staff especially the supervisory staff. The contractor shall forward to Common Service the qualifications, CVs and other testimonials of in-coming staff and shall also notify Common Service of any termination.

#### 3. Equipment/Tools Proposal

Detailed lists of equipment to be assigned by the contractor to effectively execute the maintenance programme as required. Workshop activities will require the on-site assignment of tools and equipment on a permanent basis. When carrying out periodical maintenance tasks, the contractor shall provide the necessary equipment/tools at his own cost. All equipment shall be available for inspection during the evaluation of the bids. Minimum requirement will include the following of which details much be provided:

- a) Heavy duty cleaning equipment to include vacuum cleaners, dry and wet cleaner, carpet sweeping and washing machines, upholstery cleaning machines, floor washing and scrubbing machines, floor polishing/wax equipment, etc. among other as may be

proposed but not less than:

- i) 10 vacuum cleaners
- ii) 2 Dry and wet carpet cleaners
- iii) 2 Scrubbing machines

The noise produced by these machines should be to an acceptable level.

- b) Hand equipment (mops, brooms, brushes, dustpans, buckets, rubber gloves, gum boots, window squeezer etc
- c) Cleaning materials (soap, bio-degradable detergents, bleach, cleaning powder, moth balls (phenol) for the urinals, air fresheners, appropriate stain remover for urinals WHB and WC pans wall tiles etc.
- d) Two pairs of uniforms for each worker,
- e) Ladders janitor and paper collecting heavy-duty noiseless trolleys, blue bags/any suitable bags for litter collection in office areas, etc
- f) Workshop equipment for repairing cleaning machines,
- g) The contractor shall provide a serviceable pick-up truck on site on full basis for any works related to the cleaning contract.

#### 4. **Financial Proposal**

##### a) Personnel

Detailed breakdown of personnel charges (including salary, allowances, leave, service charges, NSSF, medical insurance, overhead attendance costs) and total resulting rate for each individual member of the proposed work-force.

Additional staff required to attend to any extra work required by the Common Services Unit shall be paid at the same rates, and authorized by a Common Services Work order only.

The contractor shall ensure that his/her employees are remunerated in accordance with his/her proposal but at the same time should not be in contravention with the prevailing labour legislatives. UNDP shall have the right to inspect contractor's books to ensure adherence to the above.

##### b) Other costs

Indicate all other costs showing detailed breakdown, if there is any.

#### 5. **Background information about the company**

##### a) Work Experience

Indicate works carried out during the last ten years and specifically the company's experience in major individual projects particularly those of a maintenance nature and current projects.

##### b) Client References

##### c) Professional Reference

##### d) Registration with relevant Government Offices

##### e) Financial Capability

### **III. CONDITIONS OF CONTRACT**

#### **A. INTRODUCTION**

The contract will also be deemed to incorporate the Terms of Reference and the UN Standard Condition of Service.

#### **B. THE CONTRACTOR**

##### **1. Trained and supervised staff**

The contractor shall provide properly trained that supervised staff including supervisors and managers as necessary to provide satisfactorily all the services in all areas at the times when the services are required. The contractor shall provide qualifications certificates of its supervisors as required and shall employ additional staff and replace unsatisfactory staff within reasonable time after the written request of the employer expressing dissatisfaction with the services provided by the existing staffing arrangements.

##### **2. Quality or Work**

The Contractor shall be responsible for the provision of equipment, as well as for the quality and end results of his workmanship. The cost of remedying any defective works shall be borne by the contractor.

##### **3. Tools & Equipment**

The Contractor shall ensure the availability of the all-necessary tools and equipment to adequately discharge his maintenance responsibilities at all times. Those tools and equipment for daily use (e.g. cleaning and workshop equipment) shall be kept at the UN premises, while other equipment for infrequent use shall be brought in as necessary. These must be clearly spelt out in the bidder's proposal. No Equipment shall be removed/brought to the UN complex without Common Services approval.

##### **4. Safety Standards, Safety of Electrical Equipment**

Nigerian's safety standard should be strictly adhered to as a very minimum, and in the absence of the same, the British Standard should be complied with.

For the added safety of the Contractor's employees and UN staff, no electrical tool, appliance or cord should be used on the UN premises unless it has passed a compulsory electrical safety and hazard test and been labeled to that effect by the UN electrical maintenance contractor. The equipment should then be submitted for re-inspection each six months.

The United Nations Office in Nigeria shall bear the inspection cost but repairs are the responsibility of the contractor. The contractor shall provide adequate standard hazard warning signboards to be placed at various appropriate locations to warn staff member on dangerous slippery and wet areas.

##### **5. Inspection Reports**

The Contractor, through his Operation Site Manager and/or supervisors, shall present reports on corrective maintenance requiring immediate action. These reports shall be based on in-site inspections of premises and related installations and features.

##### **6. Maintenance Reports**

The Contractor shall present monthly reports on preventive maintenance carried out during the past month, and how it has related to his overall work-programme. It shall include, as necessary, statistics of work done.

##### **7. Work Orders**

Apart for the normal maintenance works to be carried out by the Contractors as per his approved work programme, the Contractor shall carry out any work order issued by Common Service Unit for any required maintenance tasks in the field of his contract.

UN House maintenance contractors are not permitted to entertain direct work orders/requests for any additional work from any agency based in Abuja, unless the request is justified and cleared by Common Services Unit.

8. Spare Part/Material Requirements for Maintenance Purpose

After the contractor has familiarized him/herself with the scope of work, but within 2 months of commencement of the contract, the contractor shall identify and prepare a list of essential materials/spare parts necessary to perform the scheduled maintenance work.

9. Fluctuations in the Schedule of Operations

Should maintenance works be of unforeseen urgency, the contractor may be required to concentrate efforts, and strengthen the necessary skilled manpower in those urgent works. In these cases, the contractor is expected to increase or decrease the number of skilled workers in a particular trade.

10. Emergencies

The contractor shall be reachable on telephone on 24 hours basis and respond to any emergency.

11. Working Hours

The Contractor shall be required to provide his maintenance personnel for 45 hours per week as follows: Monday through Saturday inclusive, except in respect of nine (10) UN recognized holidays. These working hours relate to the current Nigerian Legislation (Government General Order). Should this legislation change during the period of the contract, the working hours shall be adjusted accordingly at no extra cost to United Nations.

12. Monthly Meetings

For co-ordination purposes and to enhance efficient operation of maintenance tasks, the contractor is required to submit monthly reports and attend monthly meetings with key staff of Common Services Unit, and to be represented at such meetings by his key staff, e.g. Manager, or Supervisor.

13. Attendance Checks

Each employee of the contractor shall sign in and out for daily attendance checks. The signing of attendance is compulsory for all staff from the Supervisor downwards. Common Services may conduct spot attendance checks at any time. At the discretion of Common Service, as a substitute for above, the Contractor may be requested to provide at the end of each month certified copy of his own attendance records.

14. Uniforms

All cleaning staff including the supervisors engaged by the contractor on site shall at all times wear proper clean uniforms approved by Common services with numbers for identification purposes. The approved uniform colors shall be used solely at the UN Complex.

15. Term of Reference

The staff of the contractor shall perform any task within the Terms Of Reference of the contract as instructed by Common Services.

16. Verification Procedures

The Contractor shall carry out any Work Order and comply with any verification procedures specified by Common Services. The verification of invoices shall be based on both qualities of services and attendance rendered. Any substantial shortfall in the availability of necessary tools and equipment required to carry out maintenance works shall also be reflected in the verification.

## 17. Other Requirements

### a) Attendance

The contractor shall provide monthly certified statement as to the manpower as stipulated in the terms of reference, and should there be need, Common Service will carry out spot checks to that effect.

### b) Training Programme

The contractor must submit, together with his quotation, an itemized proposal for a consistent and thorough training programme for his staff aimed at enhancing the use of cleaning supplies, methods used, hygiene, basic security preventive measures as well as public relation. The proposal should outline the number of hours devoted to each subject and give details of lecture/lecturer.

### c) Excessive use of water

Excessive use of water should be avoided in all areas. Where water must be used on the floor or when shampooing, staff should be protected by rubber boots.

### d) Protection against electrical appliances

The contractor must ensure that cleaning staff while using electrical appliance should protect themselves adequately against exposure to electricity by using gloves and gum boots. It should also be ensured that the cleaning staff wears proper uniforms while performing cleaning duties.

### e) Cleaning Trolleys

Adequate number of heavy duty trolleys must be provided by the contractor to ensure efficient transport of necessary equipment, cleaning materials and waste collected within the complex.

### f) Chemicals, detergents and other cleaning materials to be used

The contractor must provide chemical composition of such chemicals used in cleaning operations and containers containing chemicals should be clearly labeled. It should be born in mind that chemicals used should be of non-toxic nature and environment friendly. The list of chemicals used should be supplied to UNDP.

### g) Terrazzo floors cleaning

The contractor must ensure that the terrazzo floors are not slippery after cleaning/polishing and he shall take full responsibility in case of an accident or otherwise arising from the said floor cleaning/treatment. Slippery floor warning signboards (moveable and self supporting) should be displayed at various conspicuous positions when cleaning with water or polishing.

### h) Toilet Check List

With the help of a checklist the contractor shall carry out weekly inspection if toilet facilities and report any defects noted to Common Services for necessary action.

### i) The Contractor shall provide Radio Communication System to the supervisory staff including one for the office.

## **C. THE UNITED NATIONS**

The obligations of the United Nations will be as outlined in the above referenced documents and in particular as follows:

### 1. Facilities provided for the contractor

Common Services shall provide approx. 20 square metres of office free of charge.

2. Supplies and spares

Any material or spares required to carry out maintenance works shall be provided by the United Nations or may be procured by the Contractor, if so authorized by the common Services unit, who shall submit invoices/supporting documentation for reimbursement.

3. Payments

Monthly invoices shall be paid within 15 working days of being received by the Common Services unit.

## Appendix A

### 2.2 Schedule of Envisaged Requirements

Location	Description of Activities	Frequency
<u>Offices:</u>		
Ground floor and other floors: 16 floors	Carpet shampoo vacuum cleaning	Every 3 months Daily
<u>Conference/other Areas:</u>		
Conference rooms, Meeting rooms, bank Travel agency, offices.	Carpet shampooing	Every 3 months and/or as necessary
<u>Staircases</u>		
	Staircases on all floor- damp-mop and dust, including railing	Daily
<u>Windows:</u>		
All buildings	Cleaning of windows (inside and outside) dusting of frames and sills.	Weekly
<u>Doors</u>		
	Dusting of doors, including iron- mongery, washing of painted ones, polishing veneer-finish surfaces. double glazed doors, to be cleaned as windows.	Weekly
<u>Toilets:</u>		
White glazed tiles And mirrors	Carry out the cleaning of all walls tiles and mirrors as well as the formica face lining area = 800 Sq. meters	Daily
<u>Sanitary fittings</u> (see attached list)		
Soap dispensers	Clean urinal bowls, wash hand basins, dustbin, soap dispenser	Daily
	Re-fill soap	As necessary
Floors	Clean with scrubbing machines. sweep and damp-mop terrazzo/ Grano and PVC floors.	Daily
<u>Toilet paper</u>	Change toilet rolls (empty rolls shall be returned to the Common services store). All toilet paper shall be placed in toilet paper holders. To leave spare toilet papers is not acceptable.	As necessary
<u>Partitions:</u>		
	Dust, clean vinyl covered gypsum partitions.	As necessary
<u>Special use areas:</u>		
Workshops, stores, Clinic, laboratories audiovisual facilities libraries, etc.	Screed finishes – Approx. 800 sq. meters PVC finishes – Approx. 600 sq. meters	Daily
<u>Furniture :</u>		
(Conference area, delegates' and staff	With Upholstery Dust/clean with wet clothes	Daily

lounges etc)	machine shampoo cleaning	Every 3 months
<u>Office:</u>	Dust, clean, polish glass tops machine wash/clean to all upholstered furniture	Daily Every 3 months
<u>Conference curtains:</u>	Dry clean all curtains	Every 3 months
<u>Paper baskets:</u>	Empty , clean, remove rubbish to designated areas.	Twice daily
<u>Signboards:</u>	Dust and clean with wet cloths	Weekly
<u>Checklist:</u>	Check all fittings & fixtures for deficiency and submit checklist to Common Services.	Weekly



**PRICE SCHEDULE**

The Contractor is asked to prepare the Price Schedule as a separate envelope from the rest of the RFP response as indicated in Section D paragraph 14 (b) of the Instruction to Offerors.

All prices/rates quoted must be exclusive of all taxes, since the UNDP is exempt from taxes as detailed in Section II, Clause 18. '

The Price Schedule must provide a detailed cost breakdown. Provide separate figures for each functional grouping or category as specified in the instructions contained in the attached Terms of Reference (TOR).

Estimates for cost-reimbursable items, if any, such as travel, and out of pocket expenses should be listed separately.

In case of an equipment component to the service provided, the Price Schedule should include figures for both purchase and lease/rent options. The UNDP reserves the option to either lease/rent or purchase outright the equipment through the Contractor.

The format shown on the following pages should be used in preparing the price schedule. The format includes specific expenditures, which may or may not be required or applicable but are indicated to serve as examples.

In addition to the hard copy, if possible please also provide the information in electronic form.

## Annex V

### PRICE SCHEDULE

The Contractor is asked to prepare the Price Schedule as a separate envelope from the rest of the RFP response as indicated in Section D paragraph 14 (b) of the Instruction to Offerors.

All prices/rates quoted must be exclusive of all taxes, since the UNDP is exempt from taxes as detailed in Section II, Clause 18.

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

Estimates for cost-reimbursable items, if any, such as travel, and out of pocket expenses should be listed separately.

In case of an equipment component to the service provided, the Price Schedule should include figures for both purchase and lease/rent options. The UNDP reserves the option to either lease/rent or purchase outright the equipment through the Contractor.

The format shown on the following pages should be used in preparing the price schedule. The format includes specific expenditures, which may or may not be required or applicable but are indicated to serve as examples.

In addition to the hard copy, if possible please also provide the information on diskette (IBM compatible).

<b>Price Schedule:</b>				
<b>Request for Proposals for Services</b>				
<b>Description of Activity/Item</b>		<b>Number of Staff</b>	<b>Daily Rate</b>	<b>Estimated Amount</b>
<b>1.</b>	<b>Remuneration</b>			
1.1	Services in Home office			
1.2	Services in Field			
<b>2.</b>	<b>Out of Pocket Expenses</b>			
2.1	Travel			
2.2	Per Diem Allowances			
2.3	Communications			
2.4	Reproduction and Reports			
2.5	Equipment and other items			

**Annex VI**

**PERFORMANCE SECURITY FORM**

To: UNDP

WHEREAS [*name and address of Contractor*] (hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. .... dated ..... , to execute Services .....

(hereinafter called "the Contract"):

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognised bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract:

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee:

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of [*amount of guarantee*] [*in words*], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of [*amount of guarantee as aforesaid*] without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

The guarantee shall be valid until a date 30 days from the date of issue of a satisfactory certificate of inspection and testing by the procuring UN entity.

**G. SIGNATURE AND SEAL OF THE GUARANTOR**

Date .....

Name of Bank .....

Address .....