



Request for Proposal (RFP)

January 13, 2009

Dear Sir/Madam,

Subject: RFP for the provision of gardening and landscaping 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 29, 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: Gardening and Landscaping 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 29 / 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
A.	Expertise of Firm submitting Proposal	40%	400					
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	Proposed Work Plan and Approach	30%	300					
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)							
C	Quality of personnel and suitability for the assignment.	30%	300					
9.	Personnel's <u>knowledge</u> of the Nigerian gardening & landscaping industry and policy environment (specialized knowledge)							
10.	Personnel's Professional <u>experience</u> in gardening & landscaping industry policy issues.							
11.	Personnel Training Experience							
	Total	100%	1000					

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

TERM OF REFERENCE FOR THE PROVISION OF GARDENING AND LANDSCAPING AT UN HOUSE, ABUJA.

Background

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

1. SUMMARIZED SCOPE OF WORKS

A. MAINTENANCE REQUIREMENTS

1. Maintenance Tasks

Indicative, but not exhaustive, lists of tasks to be undertaken by the Contractor and annexed hereto, but the Contractor must submit his proposed work plans for the period of the contract together with staffing and equipment proposals.

The areas of work and the general requirements to be certified by the Contractor are as follows:

a) Nursery

The Contractor shall continue to develop the UN plant and nursery which should have different varieties of plants from which all necessary plants required for maintenance will be drawn at no cost to the United Nations. The Contractor shall also produce compost soil for use in the United Nations compound. Should new species of plants or flowers be agreed by Common Services to be necessary, they will be purchased by the United Nations. A special programme for the nursery shall be part of the proposal.

b) Cleaning of walkways, tarmac areas and grounds

The Contractor shall be responsible for daily cleaning of all uncovered walkways and tarmac area (parking areas, roads, storm water channels, etc.)

The Contractor shall be responsible for removing any objects, e.g. papers, leaves, grass cuts, or other garbage. Special attention shall be paid to the vicinity of buildings (e.g. outside areas around office block) and lawn areas.

c) Planted/developed areas

Maintenance of all planted/developed open areas including tress, lawns, shrubs, flowering plants, aquatic plants, etc.

General maintenance shall include watering, weeding, mowing, cutting, cultivating, control of insects (including ants and termites), fungus and other diseases by means of spraying with approved insecticides or fungicides, pruning adjustment and repair of tree ties, repair of minor wash out and other horticultural operations necessary for the proper growth of grass and plants and for keeping the landscaped areas neat in appearance. The Contractor shall maintain lawn areas to a maximum grass height of 30 – 50 mm.

Areas which fail to show a uniform stand of grass, or which are not grassed with a suitable grass variety for the UN House area, or do not have grass at all, shall be resown with root cuttings and re-fertilized with the original mixture at the Contractor's expense until all the designated areas are covered with grass.

Whenever necessary, the Contractors shall remove soil up to a depth of 20-30 cm, take out all foreign materials (in particular construction debris) and return the soil mixed with compost soil and fertilizers. The Contractor shall properly water, mow, edge trim and otherwise maintain the grassed area. Cutting of grass near the offices shall be done outside UN working hours.

d) Flower beds

In prime areas (e.g. roundabout, covered access to the lobby area, etc.) varieties of flower species (both perennial and annual flowering) shall be maintained. Detailed work-programme and schedules should be presented with the proposal.

Where plants or plant type fail to achieve proper size or growth, they are to be replaced and similar or more suitable plants substituted.

e) Access road to United Nations, Abuja

The Contractor shall maintain palm trees and other plants including ground covers along the United Nations Plot up to the end of the fence.

f) Tree cutting

The Contractor shall not cut down any tree or prune gum trees near the main gate without clearance from Common Services. Proper conventional signboards must be placed at appropriate locations.

2. Schedules of Envisaged Requirements

The following schedules are intended to indicate the nature and likely extent of requirements, based on Common Services experience, but are not necessarily exhaustive:

<u>Task</u>	<u>Activity</u>	<u>Frequency</u>
Nursery	Carry out the necessary works to maintain an adequate stock of plants and flowers to be used in the various planting works. Follow nursery work-programme as per proposal.	Constant
Indoor Plants	Maintain plants for the toilets, RC's office and various floor locations. RC's offices (approx. 20 small and 20 big pots with plants).	Regularly
Compost-Making,	Produce compost-soil in pre-arranged/ defined areas.	Regularly
Seasonal Flower beds	Remove old seasonal plants and replace as necessary from the nursery in all Designated areas.	As necessary
Grass cutting	Keep the grass at a height of 30-50 mm	Regularly
Tree cutting	Cut trees as required within the complex girth not exceeding 1000 mm	As necessary
Naming of	All trees within the UN House complex shall be properly labeled with their botanical species, family and their common names. UN to supply engraving plates and the engraving work.	As necessary
External fence	Fence around UN Complex approx. 400m. should be pruned neatly	As necessary
Cleaning foot-paths	Cleaning of footpaths by sweeping. All soil washed onto paths and rubbish to be removed.	Twice a week
Cleaning roads	Ditto Approx. area 24,000 square meters.	Twice a week and car parks

Cleaning of gardens & lawns	Remove any rubbish found in the gardens, i.e. lawns, flower beds and plants.	Daily
Landscape replanting re-arranging	As per work-programme and /or work orders.	As necessary
Grass replanting	Replanting of grass shall be done by sectors in a programmed sequence. Grass to be planted with high density and watered. Soil to be prepared and compost and fertilizer added.	As necessary
Grass planting	Planting of grass on minor construction area within the UN Complex.	As necessary
Landscaping	Drawings to be provided for plant arrangements in new areas of construction site.	As necessary
United Nations Avenue	Maintain plants/trees up to -----	Weekly
Pruning-Outer Fence	Fence pruning and replanting of Bougainvillea or Pyrosega Venusta should be carried out	As necessary
Termites & Other pests	Control termites and other pests within the gardens environmentally friendly methods are preferred.	As required
Aquascape Ponds	Remove foreign bodies, preserving aquatic plants and fish. Remove excess plant growth without damaging water- proofing.	Monthly
Aqua culture Basin	Ditto	Monthly
Emptying gard. ening waste bin	Emptying all the gardening waste bins located within the gardens and along foot paths	Daily

B. ALTERATIONS

This will be addition to the contractual maintenance work and hence only authorized by Common Services through a work order. A schedule of rates for what may be considered as additional work to be charged should be included in the proposal.

- a) Felling trees over 100 cm girth
- b) Landscaping and re-leveling after construction of any new structures such as roads, footpaths, building etc. Planting grass/flowers for the same.
- c) Indoor plants for offices.

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 power 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.

2. Personnel Proposal

Detailed number and breakdown of personnel, but not less that the outlined below at all times regardless of the season of the year, 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:

Overall Supervisor	1 No
Cleaners	7 No
Gardeners	4 No

3. Equipment/Tools proposal

Detailed lists of equipment and tools 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 must be provided:

- a) Adequate workshop equipment to repair and maintain garden equipment.
- b) Hand tools, wheelbarrows handcarts and others.
- c) Irrigation equipment including 400 m long flexible hoses. 8 no, sprinklers of various types, pipe fittings/connectors and watering browses among others.
- d) At least two pairs of uniform for each worker to be replaced annually. Colour to be decided by Common Services and be solely used at the UN complex.
- e) Gardening equipment required for maintenance shall include – gang & lawn mowers, etc.
- f) Cleaning tools for tarmac and footpath areas.
- g) All necessary fuel and oil to run the garden equipment.
- h) All required fertilizers, insecticides, weed killers, etc.

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 Common Service 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. UNON shall have the right to inspect contractor 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 10 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 References
- d) Registration with relevant Government Offices
- e) Financial Background

III CONDITIONS OF CONTRACT

A. INTRODUCTION

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

B. THE CONTRACTOR

1. Trained and supervised staff

The contractor shall provide properly trained and 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 qualification 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 of 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 and Equipment

The Contractor shall ensure the availability of the necessary tools and equipment to discharge his maintenance responsibilities at all times. Those tools and equipment for daily use (e.g. workshop equipment) shall be kept on the UN premises, while other equipment for infrequent use shall be brought in as necessary.

4. Safety Standards, Safety of Electrical Equipment

Nigerian Safety Standards should be strictly adhered to as a very minimum, and in the absence of the same, the British Safety Standards 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 at Nigeria shall bear the inspection cost but repairs are the responsibility of the contractor.

5. Inspection Reports

The Contractor, through his Operations Site Manager and/or supervisors, shall present daily 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 from the normal maintenance works to be carried out by the Contractor as per his approved work programme, the Contractor shall carry out any work order issued by Common Services 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 UN agency based at Abuja, unless the request is justified and cleared by Common Services.

8. Fluctuations in the Schedule of Operations

Should maintenance works be of unforeseen urgency, the Contractor may be required to concentrate his efforts, and strengthen the necessary skill 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.

9. Maintenance of Landscaping Drawings

Landscaping drawings to be updated.

10. Emergencies

As requested by Common Services.

11. Working Hours

The Contractor shall be required to provide his maintenance personnel for 45 hours per week as follows: Mondays through Saturdays inclusive, except in respect of ten (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. To substantiate the monthly man-days spent, the Contractor shall submit an attendance report with his monthly fee account.

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 engineer/manager downwards. Common Services may conduct spot attendance checks at any time. At the discretion of Common Services, 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 technicians, workers and helpers engaged by the contractor on site shall wear proper uniforms approved by Common Services Unit with numbers for identification purposes. The approved uniform colour shall be used solely at the UN Complex.

15. Terms of Reference

The staff of the contractor shall perform any task within the terms of reference of the contract.

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 quality 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 certified statement as to the manpower as stipulated in the terms of reference, and should there be need, Common Services will carry out spot checks to that effect.

b) Fertilizers and Insecticides

The Contractors shall provide the chemical composition of the chemicals used in the garden, and containers containing chemicals should be clearly labeled. The list of chemicals used should be supplied to UN Common Services.

c) Telephone Communication System

The Contractor shall have an effective Telephone communication system for all his managerial staff as well as the supervisors and be capable of communicating within Nigeria.

C. UNITED NATIONS

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

1. Facilities provided for the contractor

Common Services shall provide approx. 20 square metres of office and workshop facilities free of charge. Electricity and water shall be 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 UNDP, who shall submit invoices/supporting documentation for reimbursement.

3. Payments

Monthly invoices shall be paid within 15 working days of being received in contracts and procurement section, UNDP.

D. GENERAL CONDITIONS

The General Conditions of the contract will be as outlined in the above referenced documents and as contained herein.

1. Contract Supervision

The Contractor shall be under direct supervision of the UN House Manager, and/or the Common Services' officer designated by him

2. Deductions

If the Contractor shall fail at any time to provide any person or persons as contained in his proposal, UNDP may, at its discretion, deduct from any payment due to the Contractor, a sum or sums to be calculated on the basis of 1/30th of the monthly rate for such person or persons for each day of absence. For the avoidance of doubt, the monthly rate shall be the gross monthly rate per person quoted in the contractor's financial proposal. The contractor shall submit a monthly personnel attendance list with his invoice, indicating which staff member were absent and when, for ease of calculation of appropriate deductions.

3. Performance

If, in the opinion of the UNDP, the performance of the contractor is at any time unsatisfactory in any particular area, written notice of such dissatisfaction shall be furnished to the contractor by UNDP and in the event the breach is not remedied to the satisfaction of UNDP, notice may be served upon the contractor by Contracts and Procurement Section of the termination of this contract.

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).

Price Schedule:				
Request for Proposals for Services				
Description of Activity/Item		Number of Staff	Daily Rate	Estimated Amount
1.	Remuneration			
1.1	Services in Home office			
1.2	Services in Field			
2.	Out of Pocket Expenses			
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