REQUEST FOR PROPOSAL – RFP Services

Ref: Cleaning Services for UNESCO Cairo Office

REF: 169/2018

(Please quote this UNESCO reference in all correspondence)

Date 28 October 2018

Dear Sir/Madam.

You are invited to submit an offer for Cleaning Services for UNESCO Cairo Office in 6th of October City in accordance with the present solicitation document.

The Request for Proposal (RFP) consists of this cover page and the following Annexes:

Annex I
Annex II
Annex III
Annex III
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Annex VI
Annex VI
Instructions to Offerors
General Conditions of Contract
Terms of Reference (TOR)
Proposal Submission Form
Price Schedule Form
Vendor Information Form

Your offer comprising of technical proposal and financial proposal, should reach the following e-mail address **no later than 11 November 2018**: m.el-rouby@unesco.org

OR

UNESCO Cairo Office

Northern Expansions, 6th of October, Giza, Egypt

SEALED PROPOSAL - DO NOT OPEN

Ref: Cleaning Services for the New UNESCO Cairo Office in 6th of October City

Closing Date and Time: 11 November 2018 at 24h00 Cairo Time

This letter is not to be construed in any way as an offer to contract with your firm/institution. Your proposal could, however, form the basis for a contract between your company and UNESCO.

You are requested to acknowledge the receipt of this letter and to indicate whether or not you will be submitting a proposal. For this purpose, and for any requests for clarification, please contact Mai EI - Rouby, Administrative Assistant – AO Unit, UNESCO Cairo Office

For and on behalf of UNESCO

Dr. Ghaith Fariz Director, UNESCO Cairo Office

ANNEX I – Instructions to Offerors

These instructions contain general guidelines and instructions on the preparation, clarification, and submission of Proposals.

A. INTRODUCTION

1. General

The purpose of this Request for Proposal (RFP) is to invite Sealed Proposals for professional services to be provided to the United Nations Educational, Scientific and Cultural Organization - UNESCO.

2. Eligible bidders

Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by UNESCO to provide consulting services for the preparation of the Terms of Reference, and other documents to be used for the procurement of services to be purchased under this Request for Proposal.

This bid is open to all national and international suppliers who are legally constituted, can provide the requested services, and have a valid registration in the country, or through an authorized representative.

Bidders are ineligible if at the time of submission of the offer:

- (a) The bidder is on the exclusion list published on the global portal for suppliers of the United Nations Organization, (http://www.ungm.org) due to fraudulent activities.
- (b) The name of the bidder appears on the 1267 terrorists list, issued by resolution 1267 of the UN Security Council which establishes a list of sanctions covering individuals and entities associated with Al-Qaida or the Taliban.
- (c)The bidder is excluded by the World Bank Group.

3. Fraud and corruption

UNESCO requires that bidders, contractors and their subcontractors adhere to the highest standard of moral and ethical conduct during the procurement and execution of UNESCO contracts and do not engage in corrupt, fraudulent, collusive, coercive or obstructive practices.

For the purpose of this provision such practices are collectively referred to as "fraud and corruption":

- "Corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- "Fraudulent practice" means any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit, or to avoid an obligation;
- "Collusive practice" means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;
- "Coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party.
- "Obstructive practice" means acts intended to materially impede the exercise of UNESCO's
 contractual rights of audit, investigation and access to information, including destruction,
 falsification, alteration or concealment of evidence material to a UNESCO investigation into
 allegations of fraud and corruption.

"Unethical practice" means conduct or behaviour that is contrary to Staff or Supplier codes
of conduct, such as those relating to conflict of interest, gifts, hospitality, postemployment
provisions, abuse of authority and harassment.

UNESCO expects that all suppliers who wish to do business with UNESCO will embrace the <u>United</u> Nations Supplier Code of Conduct

UN Agencies have adopted a zero tolerance policy on gifts and therefore, it is of overriding importance that UNESCO staff should not be placed in a position where their actions may constitute or could be reasonably perceived as reflecting favourable treatment of an individual or entity by accepting offers of gifts, hospitality or other similar favours. Vendors are therefore requested not to send or offer gifts or hospitality to UNESCO personnel.

UNESCO will:

- Reject a proposal to award a contract if it determines that a vendor recommended for award has engaged in fraud and corruption in competing for the contract in question.
- Cancel or terminate a contract if it determines that a vendor has engaged in fraud and corruption in competing for or in executing a UNESCO contract.
- Declare a vendor ineligible, either indefinitely or for a stated period of time, to become a UN
 registered vendor if it at any time determines that the vendor has engaged in fraud and
 corruption in competing for or in executing a UNESCO contract.

Supplier Protest

Suppliers perceiving that they have been unjustly or unfairly treated in connection with a solicitation, evaluations, or award of a contract, may complain to the relevant UNESCO Contracting Unit (i.e. Sector/Bureau/Institute/Field Office) indicated in the solicitation documents.

Should the protestor be unsatisfied with the reply received, the protestor may escalate the complaint to the Chief Financial Officer (CFO) in the **Bureau of Financial Management** at BFM.DIR@unesco.org. The CFO may seek all necessary clarifications from responsible UNESCO officers and from the Legal Office.

If the protest involves allegations of misconduct by UNESCO personnel or corrupt or fraudulent practices, the protest shall be forwarded directly to the Office of Internal Oversight. Please refer to how-to-report-fraud-corruption-or-abuse.

4. Cost of Proposal

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

B. SOLICITATION DOCUMENTS

5. Contents of Sollicitation 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.

6. Clarification of Solicitation Documents

A prospective Offeror requiring any clarification of the Solicitation Documents may notify UNESCO in writing at the organisation's mailing address or fax or email number indicated in the RFP. UNESCO 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) may be sent to all prospective Offerors that have received the Solicitation Documents.

7. Amendments of Solicitation Documents

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

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

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

C. PREPARATION OF PROPOSALS

The offers received must include information in sufficient scope and detail to allow UNESCO to consider whether the company has the necessary capability, experience, expertise, (financial strength) and the required capacity to perform the services satisfactorily.

8. Language of the Proposal

The Proposals prepared by the Offeror and all correspondence and documents relating to the Proposal exchanged by the Offeror and UNESCO shall be written in [English and Arabic]. Any printed literature furnished by the Offeror may be written in another language so long as accompanied by a translation of its pertinent passages in which case, for purposes of interpretation of the Proposal, the language as stated in the Solicitation Documents applies.

9. 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 10 &11;

10. Proposal Form - Presentation of the technical proposal

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

10.1. Description of the firm/institution and its qualifications

(a) Management Structure

This Section should provide corporate orientation to include company's profile (year and country of incorporation – copy of certificate of incorporation), a brief description of present activities focusing on services related to the Proposal as well as an outline of recent experience on similar projects, including experience in the country.

The firm/institution should describe the organizational unit(s) that will become responsible for the contract, and the general management approach towards a project of this kind. The Offeror should identify the person(s) representing the Offeror in any future dealing with UNESCO.

Offeror to provide supporting information as to firm's reliability, financial and managerial capacity to perform the services.

(b) Resource Plan

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

10.2. Proposed Approach, Methodology, Timing and Outputs

This section should demonstrate the Offeror's responsiveness to the TOR and include detailed description of the manner in which the firm/institution would respond to the TOR, addressing the requirements, as specified, point by point. You should include the number of person-working days in each specialization that you consider necessary to carry out all work required.

For assessment of your understanding of the requirements please include any assumptions as well as comments on the data, support services and facilities to be provided by the beneficiary as indicated in the Statement of Requirements/TOR, or as you may otherwise believe to be necessary.

10.3. Proposed Personnel

In this section, the offeror should reflect the project staffing including the work tasks to be assigned to each staff member as well as their qualifications with reference to practical experience relating to specialization area of the project for each proposed staff. The complete CV's of proposed staff is to be submitted.

If applicable, this staffing proposal should be supported by an organigram illustrating the reporting lines, together with a description of such organization structure.

The 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 Schedule.

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

11. Price Proposal

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

12. Proposal currencies

Your separate price envelop must contain an overall quotation in a single currency. All prices shall be quoted in [Egyptian Pounds].

13. Period of validity of proposals

Proposals shall remain valid for ninety (90) days after the date of Proposal submission prescribed by UNESCO, pursuant to the deadline clause. A Proposal valid for a shorter period may be rejected by UNESCO on the grounds that it is non-responsive.

14. Format and signing of proposals

The Offeror shall prepare two copies of the Proposal, clearly marking each "Original" and "Copy" as appropriate. In the event of any discrepancy between them, the original shall govern. The two copies of the Proposal shall be typed and shall be signed by the Offeror or a person or persons duly authorised. 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.

15. Payment

In full consideration for the complete and satisfactory performance of the services of the contract, UNESCO shall effect payments to the Contractor within 30 days after receipt and acceptance of the invoices submitted by the contractor for services provided.

D. SUBMISSION OF PROPOSALS

16. Sealing and marking of proposals

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

The inner and outer envelopes shall:

- (a) Be addressed to UNESCO at the address given in the cover page of these Solicitation documents; and make reference to the "subject" indicated, and a statement: "PROPOSAL FOR SERVICES DO NOT OPEN", to be completed with the time and the date specified pursuant to clause 17 of Instructions to Bidders.
- (b) Both inner envelopes shall indicate the name and address of the Offeror.

The first inner envelope shall be marked *Technical Proposal* and contain the information specified in Clause 10 above, with the copies duly marked "Original" and "Copy".

The second inner envelope shall be marked *Financial Proposal* include the *Price Proposal* duly identified as such.

Note: If the inner envelopes are not sealed and marked as per the instructions in this clause, UNESCO will not assume responsibility for the Proposal's misplacement or premature opening.

17. Deadline for submission of proposals

Proposals must be received on or before the date and time specified on the cover page of these Solicitation Documents.

UNESCO 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*.

18. Late Proposals

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

19. 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 UNESCO prior to the deadline specified in the RFP. Proposals may not be modified or withdrawn after that time.

E. OPENING ANDEVALUATION OF PROPOSALS

20. Opening of proposals

UNESCO representatives will open all Proposals after the deadline for submissions and in accordance with the rules and regulations of the organization.

21. Clarification of proposals

To assist in the examination, evaluation and comparison of Proposals, UNESCO 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.

22. Preliminary examination

UNESCO 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.

Prior to the detailed evaluation, UNESCO 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 deviations. The 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 UNESCO.

23. Evaluation and comparison of proposals

A two-stage procedure will be used in evaluating the proposals, with evaluation of the technical component being completed prior to any price component being opened and compared. The Price Component will be opened only for submissions that passed the minimum score of 70 % of the total points obtainable for the technical evaluation.

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

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HIGHEST TOTAL SCORE OF WEIGHTED TEHCHNICAL AND FINANCIAL CRITERIA

The price proposal of all offerors, who have attained minimum 70 % score in the technical evaluation, will be compared. The contract will be awarded to the offeror that receives the highest score out of a pre-determined set of weighted technical and financial criteria as specified below.

Technical Proposal Evaluation Form

•			Name of Firm / Institution		
Sample: Summary of Technical Proposal Evaluation Forms		Obtainable	Α	В	С
1.	Expertise of Firm / Institution submitting Proposal	200			
2.	Proposed Work Plan and Approach	100			
3.	Personnel	400			
	Sub-total for Technical Evaluation	700			

Financial Proposal Evaluation Form

		Points	Name of Firm / Institution			
;	Sample: Summary of Financial Proposal		Α	В	С	
	Financial Proposal	300				
	Sub-total for Financial Evaluation	300				

Evaluation of the price proposals (of all Offerors who have attained minimum 70 % score in the technical evaluation) will be based on the weight scoring method as follows:

- Financial proposals are opened and list of prices is prepared, where the lowest price is ranked as the first one (receiving highest amount of points) and the most expensive as the last one (receiving the least amount of points).
- Lowest price is given maximum points (e.g. 300), for other prices the points are assigned based on the following formula: [Amount of points = <u>lowest price/other price * total points obtainable for</u> financial proposal]

An example:

- Offeror A lowest price ranked as 1st in the amount of USD 10,000 = a
- Offeror B second lowest price ranked as 2^{nd} in the amount of USD 15,000 = b Points assigned to A = 300 & Points assigned to B = 200 (following formula: a/b * 300 i.e. 10,000/15,000 * 300 = 200 points)

Option 2: Combined Technical and Financial Evaluation Form

Sample: Summary of Financial	Points	Name of Firm / Institution				
Proposal Evaluation Forms	Obtainable	А	В	С	D	
Sub-total Technical Proposal	700					
Sub-total Financial Proposal	300					
Total 1000						

F. AWARD OF CONTRACT

24. Award criteria, award of contract

UNESCO 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 such action.

Prior to expiration of the period of proposal validity, UNESCO 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.

25. Purchaser's right to vary requirements at time of award and to negotiate

UNESCO reserves the right at the time of award of contract to increase or decrease by up to 20% the quantity of services and goods specified in the RFP without any change in hourly/daily or any other rates or prices proposed by the Bidders or other terms and conditions.

UNESCO reserves the right to carry out negotiations.

ANNEX II - General Terms and Conditions for Professional Services

1. LEGAL STATUS

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

2. SOURCE OF INSTRUCTIONS

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

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 UNESCO.

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 UNESCO for all sub-contractors. The approval of UNESCO 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 UNESCO 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, UNESCO, its officials, agents, 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 subcontractors, 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

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

8.1 Name UNESCO as additional insured;

8.2 Include a waiver of subrogation of the Contractor's rights to the insurance carrier against UNESCO;

8.3 Provide that UNESCO shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage8.4 The Contractor shall, upon request, provide UNESCO with satisfactory evidence of the insurance required under this Article.

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 UNESCO 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 UNESCO shall rest with UNESCO and any such equipment shall be returned to UNESCO at the conclusion of this Contract or when no longer needed by the Contractor. Such equipment, when returned to UNESCO, 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 UNESCO for equipment determined to be damaged or degraded beyond normal wear and tear.

11. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS

UNESCO 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 UNESCO'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 UNESCO in compliance with the requirements of the applicable law

12. USE OF NAME, EMBLEM OR OFFICIAL SEAL OF UNESCO OR THE UN

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

13. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION

Drawings, photographs, plans, reports, recommendations, estimates, documents and all other data compiled by or received by the Contractor under this Contract shall be the property of UNESCO, shall be treated as confidential and shall be delivered only to UNESCO authorized officials on completion of work under this Contract. The Contractor may not communicate at any time to any other person, Government or authority external to UNESCO, any information known to it by reason of its association with UNESCO, which has not been made public except with the authorization of UNESCO; 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

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. 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 UNESCO, 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 UNESCO 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, UNESCO 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. 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, UNESCO 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.

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15. TERMINATION

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. UNESCO reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case UNESCO shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination. In the event of any termination by UNESCO under this Article, no payment shall be due from UNESCO 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. 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, UNESCO may, without prejudice to any other right or remedy it may have, terminate this Contract forthwith. The Contractor shall immediately inform UNESCO 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.

17. 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 UNESCO.

18. TAX EXEMPTION

18.1 Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, inter-alia, that UNESCO, 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 UNESCO exemption from such taxes, duties or charges, the Contractor shall immediately consult with UNESCO to determine a mutually acceptable procedure.

18.2 Accordingly, the Contractor authorizes UNESCO to deduct from the Contractor's invoice any amount representing such taxes, duties or charges, unless the Contractor has consulted with UNESCO before the payment thereof and UNESCO has, in each instance, specifically authorized the Contractor to pay such taxes, duties or charges under protest. In that event, the Contractor shall provide UNESCO 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 UNESCO to terminate this Contract immediately upon notice to the Contractor, at no cost to UNESCO.

20. 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 UNESCO to terminate this Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind of UNESCO.

21. OBSERVANCE OF THE LAW

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

22. 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 UNESCO unless provided by an amendment to this Contract signed by the authorized official of UNESCO.

23. SECURITY

The responsibility for the safety and security of the Contractor and its personnel and property, and of UNESCO property in the Contractor's custody, rests with the Contractor.

The Contractor shall:

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

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

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

24. ANTI-TERRORISM

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The Contractor agrees to undertake all reasonable efforts to ensure that none of the UNESCO funds received under this Contract are used to provide support to individuals or entities associated with terrorism and that the recipients of any amounts provided by UNESCO hereunder do not appear on the list maintained by the Security Council Committee established pursuant to resolution 1267 (1999). The list can be accessed via:

https://www.un.org/sc/suborg/en/sanctions/un-sc-consolidated-list. This provision must be included in all sub-contracts or sub-agreements entered into under this Contract.

ANNEX III - Terms of Reference (TOR)

Requested services aim at at providing Cleaning services to UNESCO Cairo Office, 6th of October, Egypt and as illustrated below:

A. Background:

The United Nations Educational, Scientific and Cultural Organization (UNESCO) in Cairo wishes to engage interested companies/firms for the Provision of Daily Cleaning Services. UNESCO Cairo intends to sign a contract with the successful bidder.

The services relate to daily cleaning of the UNESCO Cairo office premises located in 6th of October City, Cairo, Egypt.

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

The specific objectives are:

- a) Maintain the staff offices in clean and tidy conditions in accordance to the standard expected by the United Nations as defined in the Key Performance Indicator (see section G of TOR);
- b) Keep the condition of toilets, washrooms neat and clean, tidy and hygienic and free from foul smells;
- c) Maintain the window and door glasses and building terraces free from dust or stains;
- d) Keep the exterior of the premises, including nook and corners, free from dust, mud, rubbish, dead leaves, plastics or any other kind of material that constitutes to be garbage material.

B. Scope of Work:

The tasks mainly relate to providing UNESCO with professional daily cleaning services, supplying the cleaning staff, material and toiletries and disposing of garbage out of the building.

Within the designated UNESCO premises, the company is mainly required to clean the interior of the buildings and the exterior of premises including the roofs top terraces. The company is also required to clean UNESCO dispensary, the Reception at the main entrance area, cafeteria, the UNESCO Conference Room, the basement, the filling and storage roomd and the garage. The detailed tasks are outlined below:

B.1. Cleaning of Office Space and Conference Rooms: (on Daily basis)

- B.1.1 Conduct Daily Cleaning between Saturdays to Thursdays 07:00- 08:00 hours, and, 15:30- 17:00 Hrs. by availing main cleaning crews for the day long cleaning.
- B.1.2 Mopping of all non-carpeted corridors and floor with appropriate detergents on daily basis or as and when required;

B.2. Cleaning of Bathroom/Toilet: (on Daily basis)

- B.2.1 Provide dedicated staff with hands on experience in cleaning the toilets floors as well as all plumbing accessories installed in the toilet and washroom.
- B 2.2 Check and refill (as required) liquid soap, air-freshener, paper-towel, tissue papers, and hand- Sanitizer;
- B.2.3 Clean the exhaust fans and electrical appliances, light fittings etc. in the toilets in coordination with office Electrician.
- B.2.4 Clean mirrors with appropriate cleaning material.
- B.3 Office Equipment. Elevator, Kitchen, Cafeteria, Furniture, Fixtures, and Sundry: (on Daily basis)
- B.3.1 Clean all office furniture and fixtures (the equipped offices)
- B.3.2 Clean kitchenware, kitchen/cafeteria including dishwashing, placing of dishes, ensuring absolute purity of dishes, when necessary, wiping dry dishes for visitors (teaspoons, glasses), washing of sinks, toilet bowls, cranes, mixers; replacement and addition of personal hygiene products placing of dishes and wiping dry dishes for visitors (teaspoons, glasses);
- B.3.3 Clean indoor plants, plant-pots at least twice a week
- B.3.4 Clean the Elevators daily.
- B.4 Reception Area: (on Daily basis)
- B.4.1Clean the reception desk, floors, glass doors, handles throughout the workdays;
- B.4.2 Clean the UNESCO Logo, paintings and other display material, indoor plants with appropriate cleaning material on daily basis; clean daily the Water Fountain located in Reception Area and inform the Receptionist if specific care is needed e.g. fountains not working, replacement of fresh water, maintenance of pump, lights etc.;
- B.5. Exterior of the Building, Open Air Space, Boundary Walls, Parking, Guard House and Power Generator Room: (on Daily basis)
- B.5.1. Broom, clean the dust and leaves from car parking area, walking corridors, paved /tarmacked areas within premises, areas between the Buildings and boundary walls.
- B.5.2. Remove the muds or other stains from the paved tarmacked areas using water or other material as appropriate.
- B.5.3 Broom clean the Entry and Exit Areas of Main Entrances located in the Premises, and Security; check Areas, if needed, to spray the water to calm the dust;
- B.5.4. Remove and clean dust, paper, plastic or leaves etc. from all around of the UNESCO premises including all roof.

B.6 Upon completion of daily cleaning task:

- B.6.1. Check all doors and windows and close them;
- B.6.2. Leave on only designated lights on;
- B.6.3. Ensure that collected garbage bags are removed from the premises.
- B.7 On a weekly basis, conducts the cleaning consisting of the following tasks:
- B.7.1. Cleaning of untreated areas within the entire compound from inside and outside.
- B.7.2. Cleaning of shelves and portraits.
- B.7.3. Checking drainage systems and flush out the blockages.
- B.7.4. Cleaning of storage rooms.
- B.7.5. Clean windows blinds.
- B.7.6. Shampooing, washing, take out tough spots and stubborn stains, remove oily, sticky soil from the floor and carpet; drying of carpets and rugs (Every quarter if any).
- B.7.7. Cleaning of office computer, keyboards, screens, telephone, mouse and desks.
- B.7.8. Cleaning of office cars. (twice a week)
- B.7.9. Cleaning of all office spaces, meeting rooms, archive rooms, corridors, and stair cases with floor moping techniques, removing dirt, dust and stains from the floor, dusting of walls; cleaning and polishing of doors, windows glass panes, and frames; emptying of dust-bin bags; and removal of garbage bags from each individual offices;
- B. 7.10. Clean the floor carpets located in the Conference Rooms and prayer rooms with vacuum cleaners, clean the Conference room furniture, equipment, exterior of air-conditioners, light fittings on daily basis in close consultation with IT Unit and Office Electrician.
- B.7.11. Provide UNESCO Administration with regular monitoring report on plan, actual use and variance of appliance and cleaning supplies.
- B.7.12 Clean elevator, appliances, exterior of air-conditioners without touching the interior and any other fixtures and equipment;
- B.7.13 Clean indoor plants, plant-pots at least twice a week

B.7.9. Perform Intensified cleaning that includes the following: (twice a month)

Wet cleaning: dust and spider's web sweeping from computers, monitors, faxes, phones, calculators, keyboards and other specials equipment (printers, scanners) specialized tools for the care of office equipment, tables, doors, window sills, cupboards and other home decoration;

Intensified cleaning of tables means wet and dry cleaning of all surfaces of each desktop. In case there are documents on the table, under the table documents must be cleaned, given that all documents are returned to their original place. However, to avoid cleaning the surfaces of tables because of the

working papers or other items is unacceptable. UNESCO staff can ask not to clean up some tables, which will be communicated additionally.

Dry and wet cleaning of the floor, carpet and anti-splash carpets (remove stains that have emerged during the week using specialized cleaning agents or technology).

Intensified cleaning should include cleaning surfaces under moving parts of office furniture (movable drawer pedestal, placed under tables, difficult to reach tracts surface).

Dry and wet cleaning of wooden furniture; intensive washing of firm floors (tile) with use of the floor cleaning machine or brooms; dry cleaning of the upholstered furniture (stains that have emerged during the week) if necessary; disinfection and cleaning of bathrooms washing and cleaning of the kitchen, microwave oven, fridge;

B.8 Miscellaneous tasks

- B.8.1. Assisting with catering;
- B.8.2. Assisting with moving objects;
- B.8.3. Assisting the UNESCO Administration whenever necessary

C. <u>Tentative Cleaning supplies list:</u> (but not limited to these items only)

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

No.	Description	Brand	Offered Brand	Monthly Quantity	Unit Price	Monthly Cost (EGP)	Annual Cost {EGP)
1	Liquid soap for floor	Equivalent to General		12			
2	Liquid soap for hand wash (4lt)	Equivalent to Kamena or LUX		3 (4Lt)			
3	Toilet paper- Bag 32 Rolls Paper	Equivalent to Fine or Zeina		5			
4	Napkin paper for drying hands- Bags 500 Tissues	Equivalent to Fine or Zeina		14			
5	Disinfectant for cleaning of the washrooms	Equivalent to Dettol		2			
6	Bleach for cleaning of floors	Equivalent to Clorox		12			
7	Furniture cleaning spray	Equivalent to Pledge		12			
8	Window/glass cleaning liquid	Equivalent to Glance or Mr. Muscle		8			
9	Air fresheners	Equivalent to Glade		8			

10	Brooms	Equivalent to	6 (Every 3	
		Helal & Negma	months)	
11	Floor mops and handles	Equivalent to	3 (Every 3	
	(sweepers)	Helal & Negma	months)	
12	Floor water wiper	Equivalent to	6 (Every 3	
	-	Helal & Negma	months)	
13	Buckets	Equivalent to	4 (Every 3	
		Helal & Negma	months)	
14	Toilet Bruch	Equivalent to	5 (Every 3	
		Helal & Negma	months)	
15	Cleaning towels		12	
16	Garbage bags (different sizes)		6	
17	Dish Washing Liquid	Equivalent to	6	
		Pril		
18	Automatic Air Freshener Sprays	Equivalent to	8	
		Glade		
19	Power Toilet	Equivalent to	6	
		Harpic		

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

UNESCO Cairo highly encourages the contractor to procure items from the suppliers/manufactures that produce environmental friendly items or employ the green techniques in producing the materials. In addition, a monitoring method to control materials shall be specified in the proposal.

D. Premises:

All invited parties will be welcome to make a visit to assess the premises prior to submitting an offer.

E. Qualifications and mandatory eligibility requirements:

The evaluation of the offers is influenced by the following qualification and mandatory requirements.

The contractor (service provider) should provide a proof of the following:

- Must have at least 5 years of experience in cleaning services
- Must provide list of top 5 clients previously/currently served
- Must be able to provide relievers (backups) at short notice
- Must be properly registered in accordance with the Egyptian laws and legislation
- Must provide financial statements of the past three years
- Must provide the team's criminal record.
- Must provide proof of valid Company Registration Certificate.
- Must provide Proposed Workplan and Approach/Method of cleaning.
- Must complete ANNEX IV Proposal Submission Form, ANNEX V Price Schedule Form, ANNEX VI – Vendor Information Form and ANNEX VII -Statement of Compliance to Technical Specifications of Service

F. Cleaning Services: The service provider shall provide Cleaning services to the UNESCO Cairo Office located in 6th of October according to the following Schedule:

No.	Personnel	Function	Days per week	Hour per Day	Total
					Posts
1	Cleaning Supervisor	Supervisor	6/ From Saturday to	7:00 Hrs. to	1
			Thursdays	17:00 Hrs.	
2	Cleaner	Cleaner	6/ From Saturday to	7:00 Hrs. to	4
			Thursdays	17:00 Hrs.	
	Total	•			5

Please provide below financial information of hourly rate and daily rate of cleaners for special events. This is for information purposes and will not be considered for evaluation.

Description of Activity/Item		Rate per Hour [currency/ amount]	Rate per Day [currency/ amount]	
1.	Remuneration			
1.1	1 Cleaner			
1.2	1 Cleaning Supervisor			

G. Key Performance Indicators

Performance Indicators	Excellent	Satisfactory	Unsatisfactory	Minimum Acceptable Standard
Vendors Performance	Vendor is readily available for discussions at all times and is able fulfill the conditions of the Contract	Vendor is normally available for discussions and most the times unable to fulfill the conditions of the Contract	Vendor is normally unavailable for discussions and most the times unable to fulfill the conditions of the Contract	Satisfactory
Cleaning Standards	Professional cleaning standard observed at all times consistently ,no issues or feedback needed to rectify during the month	cleaning standard observed most of the times were good, few issues or feedback needed to rectify during the month	Cleanliness observed most of the times were not up to the standard, many issues or feedback needed, the issues were not timely implemented	Satisfactory
Availability of Cleaning Crews	Cleaning Supervisor and Cleaners always available on time and in appropriate number, no complaints about lack of staff during the month	Cleaning Supervisor and Cleaners always available most of time and in appropriate number except for few instances presence improved immediately upon feedback	There is an erratic presence of either cleaners or cleaning supervisor many delays in improving the staff presence feedback during the month	Satisfactory

Skills of Cleaning Crews	Professional cleaning skills applied at all times including use of right cleaning tools and cleaning techniques by any clients during the month	Professional cleaning skills applied most of the times, with an exception to one or two instances but training was immediately to the cleaners needing refresher course during the month	Professional cleaning skills applied only sometimes many complaints from the Clients on either use of wrong cleaning technique or poor quality services during the month	Satisfactory
Competencies of Cleaning Crews	Entire cleaning crew is polite approachable and responds quickly to the feedback provided at all times without any complaints during the month	Cleaning crew is polite approachable and responds quickly to the most of the times, only few complaints during the month	Most of the times cleaning crew is impolite difficult to approach and late in responding to the requests made during the month	Satisfactory
Cleaning Uniform and Impression	During working hours dressed in neat and tidy cleaning uniform, equipped with cleaning tools in a presentable manner, no staff indicates of out-dress or unavailability of tools reported during the month	Only few indicates of few staff not wearing the neat and tidy cleaning uniform or not equipped with cleaning tools in a presentable manner but was corrected immediately during the month	Only few indicates of few staff wearing the neat and tidy cleaning uniform or equipped with cleaning tools in a presentable manner ,not corrected timely even upon feedback during the month	Satisfactory
Supply of toiletries and Cleaning material	No Incidents of lack of paper-towel ,Liquid handwash and toilet paper in the washrooms/toilets no complaints by crews of lack of other cleaning material or their quality	Only a couple of Incidents of lack of paper-towel ,Liquid hand-wash and toilet paper in the washrooms/toilets but immediately replenished upon feedback during the month	A number of complaints received from users of lack of paper-towel ,Liquid hand-wash and toilet paper in the washrooms/toilets , with delay in replenishment of supplies despite feedback during the month	Satisfactory

ANNEX IV - Proposal Submission Form

TO: UNESCO

To form an integral part of your technical proposal

Dear Sir / Madam,

Having examined the Solicitation Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide Professional Services for the sum as may be ascertained in accordance with the Price Schedule attached herewith and made part of this Proposal.

We undertake, if our Proposal is accepted, to commence and complete delivery of all services specified in the contract within the time frame stipulated.

We agree to abide by this Proposal for a period of 90 days from the Proposal Closing Date as stipulated in the Solicitation Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We understand that you are not bound to accept any Proposal you may receive.

Name of Bidder:

Address of Bidder:

Authorised Signature:

Name & title of Authorised Signature:

Date:

ANNEX V - Price Schedule Form

GENERAL INSTRUCTIONS

- 1. The Bidder is asked to prepare the Price Schedule as a separate envelope from the rest of the RFP response as indicated in paragraph 16 (b) of the Instructions to Offerors.
- 2. All prices/rates quoted must be exclusive of all taxes, since the UNESCO is exempt from taxes as detailed in Annex II, Clause 20.
- 3. The Price Schedule must provide a detailed cost breakdown. Provide separate figures for each functional grouping or category. If the contractor is required to travel in order to perform the work described in the TOR, a lump sum must be included in the total amount or to be listed separately. No travel shall be reimbursed.
- 4. It is the policy of UNESCO not to grant advance payments except in unusual situations where the potential contractor whether a private firm, NGO or a government or other entity, specifies in the proposal that there are special circumstances warranting an advance payment. UNESCO, at its discretion, may however determine that such payment is not warranted or determine the conditions under which such payment would be made.

Any request for an advance payment is to be justified and documented and must be submitted with the financial proposal. This justification shall explain the need for the advance payment, itemise the amount requested and provide a time-schedule for utilisation of said amount.

		Financial Proposal / Pric	e Schedule				
Requ	Request for Proposal Ref:						
Total	Total Financial Proposal [currency/amount]:						
Date	of Submission:						
Auth	orized Signature:						
Description of Activity/Item		No of Cleaners or Supervisors	Rate per Month [currency/ amount]	Total [currency/amount]			
1.	Remuneration						
1.1	Cleaners						
1.2	Cleaning Supervisor						
Description of Activity/Item		No of units	Cost per unit [currency/ amount]	Total [currency/amount]			
2.	Other Expenses						
2.1	Cleaning material						
2.2	Appliances						
2.3	Others (please specify)						

ANNEX VI – Vendor Information Form

		4 .
General	Intorm	ation .

General Information				
Company Name:				
City, Country				
Web Site URL:				
Contact Person:				
Title:				
Phone:				
Email Address:		1		
Expertise of the Bidder				
Line of Business, area of expe	rtise:			
Type of business (manufactur etc.):	er, distributor,			
Years of company experience:				
Main export countries/area:				
Past Contracts with other UN of	organizations:			
References: Please provide at similar services to the one reque				etails for contracts for
Organization Name/Country:	Contact perso	on:	Telephone:	Email:
1.				
2.				
3.				

ANNEX VII – Statement of Compliance to Technical Specifications of Service

Tasks (as listed in Schedule Ill)	Compliance with the tasks {Please check with
	No if the tasks listed shall be met)
	Yes or No
Undergo due diligence and positive vetting of all personnel	
before being assigned to this cleaning service.	
Clean all office space, conference room and meeting rooms.	
Clean bathroom, toilet, cafeteria and kitchen.	
Clean storage area, reception area and the garage.	
Clean the reception desk, floors, glass doors, handles,	
UNESCO Logo, paintings, display material, and any other	
installation within reception area	
Clean exterior of building, open air space, boundary walls, guard house, power generator room and areas not covered above	
Clean both sides of glass windows, removing prints and smudges.	
Wipe frames.	
Thoroughly dust all horizontal and vertical surfaces, including	
windowsills, ledges, telephones, pictures, office furniture.	
Thoroughly vacuum all carpets.	
Spot treat dirty carpet areas.	
Empty all trash bins, replace plastic bags in rubbish bins, and	
remove trash to a collection point in the basement of the	
building.	
building.	
Wipe clean fronts, tops, and sides of trash bins.	
Clean kitchenware, kitchen/cafeteria appliances (including	
interior of microwaves and refrigerator) and exterior of air-	
conditioners without touching the interior and any other	
Clean elevator.	
Spot clean cabinets and exterior of appliances to present at neat	
appearance. Woton of all plants inside and outside	
Water of all plants inside and outside	
Dust mop hard surface floors.	
Damp mop hard surface floors	
Stock towels, tissue, and hand soap. Wipe/polish dispensers as	
needed.	
Toilets and urinals to be cleaned and sanitized inside and outside.	
Scour and sanitize all basins.	
Dust horizontal surfaces and clean and polish mirrors.	
Clean and sanitize sink	
Availability for discussions	
Polite, prompt, responsive and approachable cleaning crew Professional cleaning standards	
Professional cleaning standards Professional cleaning tools and material	
Presentable uniform and impression	
Perform Intensified cleaning	