

INVITATION TO BID

Provision of catering services

UNDP KUWAIT



United Nations Development Programme

July, 2017

Section 1. Letter of Invitation

Kuwait,
24 July, 2017

The United Nations Development Programme (UNDP) hereby invites you to submit a Bid to this Invitation to Bid (ITB) for the above-referenced subject.

This ITB includes the following documents:

- Section 1 – This Letter of Invitation
- Section 2 – Instructions to Bidders (including Data Sheet)
- Section 3 – Schedule of Requirements and Technical Specifications
- Section 4 – Bid Submission Form
- Section 5 – Documents Establishing the Eligibility and Qualifications of the Bidder
- Section 6 – Technical Bid Form
- Section 7 – Price Schedule Form
- Section 8 – Contract to be Signed, including General Terms and Conditions
- Appendix A – Instructions manual for use of the eTendering system by suppliers.
- Appendix B – Terms and Conditions for use of online eTendering system.

Your offer, comprising of a Technical Bid and Price Schedule, should be submitted in accordance with Section 2, through eTendering online system and by the deadline indicated in <https://etendering.partneragencies.org>

You are kindly requested to indicate whether your company intends to submit a Proposal by clicking on “Accept Invitation” button no later than 24 August 2017. If that is not the case, UNDP would appreciate your indicating the reason, for our records

If you have received this ITB through a direct invitation by UNDP, transferring this invitation to another firm requires notifying UNDP accordingly.

Should you require any clarification, kindly communicate with the contact person identified in the attached Data Sheet as the focal point for queries on this ITB.

UNDP looks forward to receiving your Bid and thanks you in advance for your interest in UNDP procurement opportunities.

Yours sincerely,

Anas Qarman, Operations Manager UNDP Kuwait

Section 2: Instruction to Bidders¹

Definitions

- a) *“Bid”* refers to the Bidder’s response to the Invitation to Bid, including the Bid Submission Form, Technical Bid and Price Schedule and all other documentation attached thereto as required by the ITB.
- b) *“Bidder”* refers to any legal entity that may submit, or has submitted, a Bid for the supply of goods and provision of related services requested by UNDP.
- c) *“Contract”* refers to the legal instrument that will be signed by and between the UNDP and the successful Bidder, all the attached documents thereto, including the General Terms and Conditions (GTC) and the Appendices.
- d) *“Country”* refers to the country indicated in the Data Sheet.
- e) *“Data Sheet”* refers to such part of the Instructions to Bidders used to reflect conditions of the tendering process that are specific for the requirements of the ITB.
- f) *“Day”* refers to calendar day.
- g) *“Goods”* refer to any tangible product, commodity, article, material, wares, equipment, assets or merchandise that UNDP requires under this ITB.
- h) *“Government”* refers to the Government of the country where the goods and related services provided/rendered specified under the Contract will be delivered or undertaken.
- i) *“Instructions to Bidders”* refers to the complete set of documents which provides Bidders with all information needed and procedures to be followed in the course of preparing their Bid
- j) *“ITB”* refers to the Invitation to Bid consisting of instructions and references prepared by UNDP for purposes of selecting the best supplier or service provider to fulfil the requirement indicated in the Schedule of Requirements and Technical Specifications.
- k) *“LOI”* (Section 1 of the ITB) refers to the Letter of Invitation sent by UNDP to Bidders.
- l) *“Material Deviation”* refers to any contents or characteristics of the bid that is significantly different from an essential aspect or requirement of the ITB, and (i) substantially alters the scope and quality of the requirements; (ii) limits the rights of UNDP and/or the obligations of the offeror; and (iii) adversely impacts the fairness and principles of the procurement process, such as those

¹ Note: this Section 2 - Instructions to Bidders shall not be modified in any way. Any necessary changes to address specific country and project information shall be introduced only through the Data Sheet.

that compromise the competitive position of other offerors.

- m) *“Schedule of Requirements and Technical Specifications”* refers to the document included in this ITB as Section 3 which lists the goods required by UNDP, their specifications, the related services, activities, tasks to be performed, and other information pertinent to UNDP’s receipt and acceptance of the goods.
- n) *“Services”* refers to the entire scope of tasks related or ancillary to the completion or delivery of the goods required by UNDP under the ITB.
- o) *“Supplemental Information to the ITB”* refers to a written communication issued by UNDP to prospective Bidders containing clarifications, responses to queries received from prospective Bidders, or changes to be made in the ITB, at any time after the release of the ITB but before the deadline for the submission of Bid.

A. GENERAL

1. UNDP hereby solicits Bids as a response to this Invitation to Bid (ITB). Bidders must strictly adhere to all the requirements of this ITB. No changes, substitutions or other alterations to the rules and provisions stipulated in this ITB may be made or assumed unless it is instructed or approved in writing by UNDP in the form of Supplemental Information to the ITB.
2. Submission of a Bid shall be deemed as an acknowledgement by the Bidder that all obligations stipulated by this ITB will be met and, unless specified otherwise, the Bidder has read, understood and agreed to all the instructions in this ITB.
3. Any Bid submitted will be regarded as an offer by the Bidder and does not constitute or imply the acceptance of any Bid by UNDP. UNDP is under no obligation to award a contract to any Bidder as a result of this ITB.
4. UNDP implements a policy of zero tolerance on proscribed practices, including fraud, corruption, collusion, unethical practices, and obstruction. UNDP is committed to preventing, identifying and addressing all acts of fraud and corrupt practices against UNDP as well as third parties involved in UNDP activities. (See http://www.undp.org/about/transparencydocs/UNDP_Anti_Fraud_Policy_English_FINAL_june_2011.pdf and http://www.undp.org/content/undp/en/home/operations/procurement/procurement_protest/ for full description of the policies)
5. In responding to this ITB, UNDP requires all Bidders to conduct themselves in a professional, objective and impartial manner, and they must at all times hold UNDP’s interests paramount. Bidders must strictly avoid conflicts with other assignments or their own interests, and act without consideration for future work. All Bidders found to have a conflict of interest shall be disqualified. Without limitation on the generality of the above, Bidders, and any of their affiliates, shall be considered to have a conflict of interest with one or more parties in this solicitation process, if they:

- 5.1 Are, or have been associated in the past, with a firm or any of its affiliates which have been engaged UNDP to provide services for the preparation of the design, Schedule of Requirements and Technical Specifications, cost analysis/estimation, and other documents to be used for the procurement of the goods and related services in this selection process;
- 5.2 Were involved in the preparation and/or design of the programme/project related to the goods and related services requested under this ITB; or
- 5.3 Are found to be in conflict for any other reason, as may be established by, or at the discretion of, UNDP.

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

6. Similarly, the following must be disclosed in the Bid :

- 6.1 Bidders who are owners, part-owners, officers, directors, controlling shareholders, or key personnel who are family of UNDP staff involved in the procurement functions and/or the Government of the country or any Implementing Partner receiving the goods and related services under this ITB; and
- 6.4 Others that could potentially lead to actual or perceived conflict of interest, collusion or unfair competition practices.

Failure of such disclosure may result in the rejection of the Bid.

- 7. The eligibility of Bidders that are wholly or partly owned by the Government shall be subject to UNDP's further evaluation and review of various factors such as being registered as an independent entity, the extent of Government ownership/share, receipt of subsidies, mandate, access to information in relation to this ITB, and others that may lead to undue advantage against other Bidders, and the eventual rejection of the Bid.
- 8. All Bidders must adhere to the UNDP Supplier Code of Conduct, which may be found at this link: <http://web.ng.undp.org/procurement/undp-supplier-code-of-conduct.pdf>

B. CONTENTS OF BID

9. Sections of Bid

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

- 9.1 Bid Submission Cover Letter Form (see ITB Section 4);
- 9.2 Documents Establishing the Eligibility and Qualifications of the Bidder (see ITB Section 5);
- 9.3 Technical Bid (see prescribed form in ITB Section 6);
- 9.4 Price Schedule (see prescribed form in ITB Section 7);
- 9.1 Bid Security, if applicable (if required and as stated in the DS nos. 9-11, see prescribed Form

in ITB Section 8). A scanned copy of this document must be attached with your proposal in the system and the original must be sent by mail. Original must arrive no later than [insert date and time];

- 9.5 Any attachments and/or appendices to the Bid (including all those specified under the **Data Sheet**)

10. Clarification of Bid

- 10.1 Bidders may request clarification of any of the ITB documents no later than the number of days indicated in the **Data Sheet** (DS no. 16) prior to the Bid submission date. Any request for clarification must be sent in writing via courier or through electronic means to the UNDP address indicated in the **Data Sheet** (DS no. 17). UNDP will respond by uploading the document with the responses in the system (including an explanation of the query but without identifying the source of inquiry). After which, all Proposers who have accepted in the Invitation will be automatically alerted that such a clarification has been posted online.
- 10.2 UNDP shall endeavor to provide such responses to clarifications in an expeditious manner, but any delay in such response shall not cause an obligation on the part of UNDP to extend the submission date of the Bid, unless UNDP deems that such an extension is justified and necessary.

11. Amendment of Bid

- 11.1 At any time prior to the deadline for submission of Bid, UNDP may for any reason, such as in response to a clarification requested by a Bidder, modify the ITB in the form of a Supplemental Information to the ITB that will be uploaded in the system and made available to all Invited Bidders. All prospective Bidders (Bidders who have “accepted the Bid Invitation” in the system) will be notified in writing that changes have occurred through the method specified in the **Data Sheet** (DS No. 18).
- 11.2 In order to afford prospective Bidders reasonable time to consider the amendments in preparing their Bid, UNDP may, at its discretion, extend the deadline for submission of Bid, if the nature of the amendment to the ITB justifies such an extension.

C. PREPARATION OF BID

12. Cost

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

13. Language

The Bid, as well as any and all related correspondence exchanged by the Bidder and UNDP, shall

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

14. Bid Submission Form

The Bidder shall submit the Bid Submission Form using the form provided in Section 4 of this ITB.

15. Technical Bid Format and Content

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

- 15.1 Expertise of Firm/Organization – this section should provide details regarding management structure of the organization, organizational capability/resources, and experience of organization/firm, the list of projects/contracts (both completed and on-going, both domestic and international) which are related or similar in nature to the requirements of the ITB, manufacturing capacity of plant if Bidder is a manufacturer, authorization from the manufacturer of the goods if Bidder is not a manufacturer, and proof of financial stability and adequacy of resources to complete the delivery of goods and provision of related services required by the ITB (see ITB Clause 18 and DS No. 26 for further details). The same shall apply to any other entity participating in the ITB as a Joint Venture or Consortium.
- 15.2 Technical Specifications and Implementation Plan – this section should demonstrate the Bidder's response to the Schedule of Requirements and Technical Specifications by identifying the specific components proposed; how each of the requirements shall be met point by point; providing a detailed specification and description of the goods required, plans and drawings where needed; the essential performance characteristics, identifying the works/portions of the work that will be subcontracted; a list of the major subcontractors, and demonstrating how the bid meets or exceeds the requirements, while ensuring appropriateness of the bid to the local conditions and the rest of the project operating environment during the entire life of the goods provided. Details of technical bid must be laid out and supported by an Implementation Timetable, including Transportation and Delivery Schedule where needed, that is within the duration of the contract as specified in the **Data Sheet** (DS noS. 29 and 30).

Bidders must be fully aware that the goods and related services that UNDP require may be transferred, immediately or eventually, by UNDP to the Government partners, or to an entity nominated by the latter, in accordance with UNDP's policies and procedures. All bidders are therefore required to submit the following in their bids :

- a) A statement of whether any import or export licences are required in respect of the goods to be purchased or services to be rendered, including any restrictions in the

country of origin, use or dual use nature of the goods or services, including any disposition to end users;

- b) Confirmation that the Bidder has obtained license of this nature in the past, and have an expectation of obtaining all the necessary licenses, should their bid be rendered the most responsive; and
- c) Complete documentation, information and declaration of any goods classified or may be classified as “Dangerous Goods”.

- 15.3 Management Structure and Key Personnel – This section should include the comprehensive curriculum vitae (CVs) of key personnel that will be assigned to support the implementation of the technical bid, clearly defining their roles and responsibilities. CVs should establish competence and demonstrate qualifications in areas relevant to the requirements of this ITB.

In complying with this section, the Bidder assures and confirms to UNDP that the personnel being nominated are available to fulfil the demands of the Contract during its stated full term. If any of the key personnel later becomes unavailable, except for unavoidable reasons such as death or medical incapacity, among other possibilities, UNDP reserves the right to render the Bid non-responsive. Any deliberate substitution of personnel arising from unavoidable reasons, including delay in the implementation of the project of programme through no fault of the Bidder, shall be made only with UNDP’s acceptance of the justification for substitution, and UNDP’s approval of the qualification of the replacement who shall be either of equal or superior credentials as the one being replaced.

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

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

16. Price Schedule

The Price Schedule shall be prepared using the attached standard form (Section 7). It shall list all major cost components associated with the goods and related services, and the detailed breakdown of such costs. All goods and services described in the Technical Bid must be priced separately on a one-to-one correspondence. Any output and activities described in the Technical Bid but not priced in the Price Schedule, shall be assumed to be included in the prices of the items

or activities, as well as in the final total price of the bid.

17. Currencies

All prices shall be quoted in the currency indicated in the **Bid Event**). However, where Bids are quoted in different currencies, for the purposes of comparison of all Bid:

- 17.1 UNDP will convert the currency quoted in the Bid into the UNDP preferred currency, in accordance with the prevailing UN operational rate of exchange on the last day of submission of Bid; and
- 17.2 In the event that the Bid found to be the most responsive to the ITB requirement is quoted in another currency different from the preferred currency as per **Bid Event**, then UNDP shall reserve the right to award the contract in the currency of UNDP's preference, using the conversion method specified above.

18. Documents Establishing the Eligibility and Qualifications of the Bidder

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

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

18.2 Bids submitted by two (2) or more Bidders shall all be rejected by UNDP if they are found to have any of the following:

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

19. Joint Venture, Consortium or Association

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

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

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

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

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

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

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

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

20. Alternative Bid

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

21. Validity Period

- 21.1 Bid shall remain valid for the period specified in the **Data Sheet** (DS no. 8), commencing on the submission deadline date also indicated in the **Data Sheet** (DS no. 21). A Bid valid for a shorter period shall be immediately rejected by UNDP and rendered non-responsive.
- 21.2 In exceptional circumstances, prior to the expiration of the Bid validity period, UNDP may request Bidders to extend the period of validity of their Bid. The request and the responses shall be made in writing, and shall be considered integral to the Bid.

22. Bidder's Conference

When appropriate, a Bidder's conference will be conducted at the date, time and location specified in the **Data Sheet** (DS no. 7). All Bidders are encouraged to attend. Non-attendance, however, shall not result in disqualification of an interested Bidder. Minutes of the Bidder's conference will be uploaded on the system. No verbal statement made during the conference shall modify the terms and conditions of the ITB unless such statement is specifically written in the Minutes of the Conference, or issued/posted as an amendment in the form of a Supplemental Information to the ITB.

D. SUBMISSION AND OPENING OF BID

23. Submission

- 23.1 The Technical Bid and all other documents required online in the eTendering system. Bids submitted in any other form will not be accepted unless explicitly authorized by UNDP in advance.
- 23.2 In the unlikely and exceptional event that the Bidder encounter technical problems when submitting the proposal in the system, then the Bid can be sent via email as instructions in Data Sheet (DSNo. Xx). Bidders are however strongly advised to undertake all necessary efforts, including requesting support from UNDP, to submit the Bid through the online system. In all cases, email submissions must be authorized and accepted by UNDP prior to the submission deadline indicated. *Bids submitted via email which **does not have prior authorization** by UNDP will not be accepted.*
- 23.3 Bidders must be aware that the mere act of submission of a Bid, in and of itself, implies that the Bidder accepts the General Contract Terms and Conditions of UNDP as attached hereto as Section 11.

24. Withdrawal, Substitution, and Modification of Bid

- 25.1 Bidders are expected to have sole responsibility for taking steps to carefully examine in detail the full consistency of its Bid to the requirements of the ITB, keeping in mind that

material deficiencies in providing information requested by UNDP, or lack clarity in the description of goods and related services to be provided, may result in the rejection of the Bid. The Bidder shall assume any responsibility regarding erroneous interpretations or conclusions made by the Bidder in the course of understanding the ITB out of the set of information furnished by UNDP.

- 25.2 A Bidder may withdraw, substitute or modify its Bid after it has been submitted by cancelling or editing their bid in the system

25. Confidentiality

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

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

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

E. EVALUATION OF BID

26. Preliminary Examination of Bid

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

27. Evaluation of Bid

- 29.1 The evaluation team shall review and evaluate the Bids on the basis of their responsiveness to the Schedule of Requirements and Technical Specifications and other documentation provided, applying the procedure indicated in the **Data Sheet** (DS No. 25). Absolutely no changes may be made by UNDP in the criteria after all Bids have been received.

- 29.1 UNDP reserves the right to undertake a post-qualification exercise, aimed at determining, to

its satisfaction the validity of the information provided by the Bidder. Such post-qualification shall be fully documented and, among those that may be listed in the **Data Sheet** (DS No.33), may include, but need not be limited to, all or any combination of the following :

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

28. Clarification of Bid

To assist in the examination, evaluation and comparison of bids, UNDP may, at its discretion, ask any Bidder to clarify its Bid.

UNDP's request for clarification and the Bidder's response shall be in writing. Notwithstanding the written communication, no change in the prices or substance of the Bid shall be sought, offered, or permitted, except to provide clarification, and confirm the correction of any arithmetic errors discovered by UNDP in the evaluation of the Bid, in accordance with ITB Clause 35.

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

29. Responsiveness of Bid

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

A substantially responsive Bid is one that conforms to all the terms, conditions, and specifications of the ITB without material deviation, reservation, or omission.

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

30. Nonconformities, Reparable Errors and Omissions

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

30.4 In the event when Provided that the Bid is substantially responsive, the system automatically calculates the final bid prices by multiplying the unit price by the quantity.

30.5 The system automatically calculates the final bid prices by multiplying the unit price by the quantity. In the event when the Bidder put a quantity that is different from the quantity required, provided that the Bid is substantially responsive, UNDP will re-calculate the Bidders total price based on the correct quantity and using the unit prices offered by the Bidder. Unit prices cannot be changed:

30.6 If the Bidder does not accept the correction of errors made by UNDP, its Bid shall be rejected.

F. AWARD OF CONTRACT

31. Right to Accept, Reject, or Render Non-Responsive Any or All Bid

33.1 UNDP reserves the right to accept or reject any Bid, to render any or all of the Bids as non-responsive, and to reject all Bids at any time prior to award of contract, without incurring any liability, or obligation to inform the affected Bidder(s) of the grounds for UNDP's action. Furthermore, UNDP is not obligated to award the contract to the lowest price offer.

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

32. Award Criteria

Prior to expiration of the period of Bid validity, UNDP shall award the contract to the qualified and eligible Bidder that is found to be responsive to the requirements of the Schedule of Requirements and Technical Specification, and has offered the lowest price (See DS No. 32).

33. Right to Vary Requirements at the Time of Award

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

34. Contract Signature

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

Failure of the successful Bidder to comply with the requirement of ITB Section F.3 and this provision shall constitute sufficient grounds for the annulment of the award, and forfeiture of the Bid Security if any, and on which event, UNDP may award the Contract to the Bidder with the second highest rated Bid, or call for new Bid.

35. Performance Security

A performance security, if required, shall be provided in the amount and form provided in Section 9 and by the deadline indicated in the **Data Sheet** (DS no. 14), as applicable. Where a Performance Security will be required, the submission of the said document, and the confirmation of its acceptance by UNDP, shall be a condition for the effectivity of the Contract that will be signed by and between the successful Bidder and UNDP.

36. Bank Guarantee for Advanced Payment

Except when the interests of UNDP so require, it is the UNDP's preference to make no advanced payment(s) on contracts (i.e., payments without having received any outputs). In the event that the Bidder requires an advanced payment upon contract signature, and if such request is duly accepted by UNDP, and the said advanced payment exceeds 20% of the total Bid price, or exceed the amount of USD 30,000, UNDP shall require the Bidder to submit a Bank Guarantee in the same amount as the advanced payment. A bank guarantee for advanced payment shall be furnished in the form provided in Section 10.

37. Vendor Protest

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

Instructions to Bidders

DATA SHEET²

The following data for the supply of goods and related services shall complement / supplement the provisions in the Instruction to Bidders. In the case of a conflict between the Instruction to Bidders and the Data Sheet, the provisions in the Data Sheet shall prevail.

DS No.	Cross Ref. to Instructions	Data	Specific Instructions / Requirements
1		Project Title:	UNDP Kuwait CO and UNDP Projects
2		Title of Goods/Services/Work Required:	<p>Scope of the ITB includes provision of catering services for participants of events organized by UNDP CO/UNDP Projects. As result of competitive process, the UNDP will conclude a Long Term Agreements (LTAs).</p> <p>This ITB consists of 3 independent lots: Lot 1: Organization of coffee breaks and lunches and Banquet / Reception (premium level) Lot 2: Organization of coffee breaks and lunches and Banquet / Reception (medium level) Lot 3: Organization of coffee breaks and lunches (simple)</p> <p>Please, refer to the TOR in Section 3.</p>
3		Country:	Kuwait
		Minimum Qualifying Criteria (Clauses 9.1 & 9.2)	<p><input checked="" type="checkbox"/> Duly Signed Bid Submission Form;</p> <p><input checked="" type="checkbox"/> Company Profile, which should <u>not</u> exceed fifteen (15) pages, including printed brochures and product catalogues relevant to the goods/services being procured. Provide brief description of restaurant, year of establishment, number of staff, type of food provided.</p>

² All DS number entries in the Data Sheet are cited as references in the Instructions to Bidders. All DS Nos. corresponding to a Data must not be modified. Only information on the 3rd column may be modified by the user. If the information does not apply, the 3rd column must state "n/a" but must not be deleted.

			<input checked="" type="checkbox"/> List of Shareholders and Other Entities Financially Interested in the Firm owning 5% or more of the stocks and other interests, or its equivalent if Bidder is not a corporation <input checked="" type="checkbox"/> Tax Registration/Payment Certificate issued by the Internal Revenue Authority evidencing that the Bidder is updated with its tax payment obligations, or Certificate of Tax exemption, if any such privilege is enjoyed by the Bidder <input checked="" type="checkbox"/> Certificate of Registration of the business, including Articles of Incorporation, or equivalent document if Bidder is not a corporation <input checked="" type="checkbox"/> Local Government permit to locate and operate in the current location
4	C.13	Language of the Bid:	<input checked="" type="checkbox"/> English
5	C.20	Conditions for Submitting Bid for Parts or sub-parts of the Total Requirements	<input checked="" type="checkbox"/> Not allowed
6	C.20	Conditions for Submitting Alternative Bid	<input checked="" type="checkbox"/> Shall be considered. A Bidder may submit an alternative Bid, <u>but only if it</u> also submits a Bid that meets the base case (i.e., what is originally required by UNDP in this ITB). Such alternative proposal must be clearly indicated in the submission. UNDP shall only consider the alternative bid offered by the Bidder whose Bid for the base case was determined to be a responsive Bid that offers the lowest price.
7	C.22	A pre-Bid conference will be held on:	Time: 11:00 local Kuwait time Date: July 31, 2017 Venue: Un House, Diplomatic Square, Block 7A, Mishref (opposite to Gust University) P.O. Box 2993, Safat, Kuwait 13030 The UNDP focal point for the arrangement is: Procurement Unit Telephone: +965-25308000 Facsimile: +965-25399357

			Companies that plan to attend shall provide Name/Surname and Vehicle ID of attending representatives, minimum 2 days prior to the above meeting date so that smooth Security access to UN premises is granted. Email for providing the information: procurement.kw@undp.org
8	C.21.1	Period of Bid Validity commencing on the submission date	<input type="checkbox"/> 60 days <input checked="" type="checkbox"/> 90 days <input type="checkbox"/> 120 days In exceptional circumstances, UNDP may request the Proposer to extend the validity of the Proposal beyond what has been initially indicated in this RFP. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Proposal.
9	B.9.5 C.15.4 b)	Bid Security	<input checked="" type="checkbox"/> Not required
10	B.9.5	Acceptable forms of Bid Security ³	<input checked="" type="checkbox"/> N/A
11	B.9.5 C.15.4 a)	Validity of Bid Security	90 (ninety) days from the last day of Bid submission. Bid Security of unsuccessful Bidders shall be returned.
12		Advanced Payment upon signing of contract	<input checked="" type="checkbox"/> Not allowed
13		Liquidated Damages	<input checked="" type="checkbox"/> Will be imposed under the following conditions: Percentage of contract price per day of delay: 0.5 Max. no. of days of delay: 5 After which UNDP may terminate the contract.
14	F.37	Performance Security	<input checked="" type="checkbox"/> Not Required
15	C.17 C.17.2	Preferred Currency of Bid and Method for Currency conversion	<input checked="" type="checkbox"/> United States Dollars (US\$)

³ Surety bonds or other instruments issued by non-bank Financial Institutions are least preferred by UNDP. Unless stated otherwise, they shall be considered unacceptable to UNDP.

			<i>Reference date for determining UN Operational Exchange Rate : Please see page 8, section 17</i>
16	B.10.1	Deadline for submitting requests for clarifications/questions	5 days before the submission date.
17	B.10.1	Contact Details for submitting clarifications/questions ⁴	<p>Focal Person in UNDP: Procurement Unit</p> <p>E-mail address dedicated for this purpose: procurement.kw@undp.org</p> <p>Note : The Subject Line Email Should indicate ITB/UNDP/KW/2017/01_Provision of catering services</p>
18	B.11.1	Manner of Disseminating Supplemental Information to the ITB and responses/clarifications to queries	<input checked="" type="checkbox"/> Uploaded in the system. It is the responsibility of the Proposers to view the respective changes and clarifications in the system
19	D.23.3	No. of copies of Bid that must be submitted	N/A (Bids to be submitted through E-Tendering module)
20	D.23.1 b) D.23.2 D.24	Bid submission address	N/A (Bids to be submitted through E-Tendering module)
21	C.21.1 D.24	Deadline of Bid Submission	<p>Date and Time: As specified in the system (note that time zone indicated in the system is New York Time zone) in E-Tendering System, so please convert it Kuwait Time zone and submit your bid accordingly.</p> <p><u>PLEASE NOTE:-</u></p> <p>1. Date and time visible on the main screen of event (on e-tendering portal) will be final and prevail over any other closing time indicated elsewhere, in case they are different. It is the responsibility of the bidder to make sure bids are submitted within this deadline. UNDP will not accept any bid that is not submitted directly in the system.</p>

⁴ This contact person and address is officially designated by UNDP. If inquiries are sent to other person/s or address/es, even if they are UNDP staff, UNDP shall have no obligation to respond nor can UNDP confirm that the query was officially received.

			2. Submit your bid a day prior or well before the closing time. Do not wait until last minute. If you face any issue submitting your bid at the last minute, UNDP may not be able to assist.
22	D.23.2	Manner of Submitting Bid	Online bidding in Etendering module. <input checked="" type="checkbox"/> Electronic submission of Bid ⁵
23	D.23.2 D.26	Conditions and Procedures for electronic submission and opening, if allowed	<input checked="" type="checkbox"/> Official Address for e-submission: https://etendering.partneragencies.org <input checked="" type="checkbox"/> Format : PDF, MS word, MS excel <input checked="" type="checkbox"/> Password <u>must</u> not be provided to UNDP until the date and time of Bid Opening as indicated in No. 24 <input checked="" type="checkbox"/> Max. File Size per transmission: 5 MB <input checked="" type="checkbox"/> Max. No. of transmission : <i>not limited</i> <input checked="" type="checkbox"/> No. of copies to be transmitted : 1 <input checked="" type="checkbox"/> Virus Scanning Software to be Used prior to transmission. <input checked="" type="checkbox"/> Mandatory subject of email : ITB/UNDP/KW/2017/01 – Provision of catering services Note: Do not register again in the system if you have already registered before. Use forgotten password link if you do not remember your password or contact UNDP for support.
24	D. 23	Date, time and venue for Public Bid Opening	The Public Bid Opening Report will be sent directly from the system to bidder who have successfully posted a bid. This report only displays total Bid price for each bid submitted.
25		Evaluation method to be used in selecting the most responsive Bid	<input checked="" type="checkbox"/> Non-Discretionary “Pass/Fail” Criteria on the Technical Requirements; and <input checked="" type="checkbox"/> Lowest price offer of technically qualified/responsive Bid
26	C.15.1	Required Documents that must be Submitted to Establish Qualification of Bidders (In	<input checked="" type="checkbox"/> Company Profile, which should <u>not</u> exceed fifteen (15) pages, including printed brochures and product catalogues relevant to the goods/services being procured. Provide brief description of

⁵ If this will be allowed, security features (e.g., encryption, authentication, digital signatures, etc.) are strictly required and must be enforced to ensure confidentiality and integrity of contents.

		<p>“Certified True Copy” form only)</p>	<p>restaurant, year of establishment, number of staff, type of food provided.</p> <p><input checked="" type="checkbox"/> List of Shareholders and Other Entities Financially Interested in the Firm owning 5% or more of the stocks and other interests, or its equivalent if Bidder is not a corporation</p> <p><input checked="" type="checkbox"/> Tax Registration/Payment Certificate issued by the Internal Revenue Authority evidencing that the Bidder is updated with its tax payment obligations, or Certificate of Tax exemption, if any such privilege is enjoyed by the Bidder</p> <p><input checked="" type="checkbox"/> Certificate of Registration of the business, including Articles of Incorporation, or equivalent document if Bidder is not a corporation</p> <p><input checked="" type="checkbox"/> Trade name registration papers, if applicable</p> <p><input checked="" type="checkbox"/> Local Government permit to locate and operate in the current location</p> <p><input checked="" type="checkbox"/> Official Letter of Appointment as local representative, if Bidder is submitting a Bid in behalf of an entity located outside the country</p> <p><input checked="" type="checkbox"/> Quality Certificate (e.g., ISO, etc.) and/or other similar certificates, accreditations, awards and citations received by the Bidder, if any</p> <p><input checked="" type="checkbox"/> Latest Audited Financial Statement (Income Statement and Balance Sheet) including Auditor’s Report for the past 2 <i>(two)</i> years</p> <p><input checked="" type="checkbox"/> Statement of Satisfactory Performance from the Top 3 <i>(Three)</i> Clients in terms of Contract Value the past 3 <i>(Three)</i> years</p> <p><input checked="" type="checkbox"/> All information regarding any past and current litigation during the last five (5) years, in which the bidder is involved, indicating the parties concerned, the subject of the litigation, the amounts involved, and the final resolution if already concluded.</p> <p><input checked="" type="checkbox"/> CV of the Coordinator</p> <p><input checked="" type="checkbox"/> Detailed menu for offered catering services. The Offerors required provide menu with detailed breakdown of items, which will be included in coffee – break, lunch and banquet package.</p>
27		Other documents that may be Submitted to Establish Eligibility	N/A

28	C.15	Structure of the Technical Bid and List of Documents to be Submitted	<p><i>Scanned copy of duly filled, signed and company stamped Bid Submission Form (Section 4)</i></p> <ul style="list-style-type: none"> •<i>Scanned copy of duly filled, Schedule of Requirements and Technical Specifications (Section 3a)</i> •<i>Scanned copy of duly filled, signed and company stamped documents Establishing Eligibility of Bidder (Section 5)</i> •<i>Scanned copy of duly filled, signed and company stamped Technical Bid Form (Section 6)</i> •<i>Scanned copy of duly filled, signed and company stamped Price Schedule (Section 7)</i> •<i>Excel version of duly filled Price Schedule (Section 7)</i> •<i>All required documents to establish qualification of bidder as per list in Section C15.1 Data Sheet.</i>
29	C.15.2	Latest Expected date for commencement of Contract	<i>September 30, 2017</i>
30	C.15.2	Maximum Expected duration of contract	UNDP will enter into a non-binding Long Term Agreement (LTA) with multiple Service Providers as a result of this procurement process, initially for a period of one year with the possibility of extension. The LTA extension is subject to strategic and operational requirements, good performance and absence of major failure by the LTA holders
31		UNDP will award the contract to:	<input checked="" type="checkbox"/> One or more Bidders, depending on the following factors: Two proposers per lot. UNDP shall establish two non-exclusive LTAs for each lot. UNDP reserves the right to award one or all lots to the same vendor (several vendors), if it serves in the best interest of UNDP. The LTA might be extended based on agreement by both parties and provision of satisfactory services.
32	F.34	Criteria for the Award and Evaluation of Bid	<p><u>Award Criteria</u></p> <p><input checked="" type="checkbox"/> Non-discretionary “Pass” or “Fail” rating on the detailed contents of the Schedule of Requirements and Technical Specifications</p> <p><input checked="" type="checkbox"/> Compliance on the following qualification requirements :</p> <p><u>Bid Evaluation Criteria</u>⁶</p>

⁶ Pls. reconcile and ensure consistency with the contents of the Technical Specifications

			<p>Lot 1: Premium level events</p> <ul style="list-style-type: none"> ☒ Minimum no. of years of experience in similar contracts: <i>7-10 years</i> ☒ Experience in organizing 3 events with more than 200 participants; ☒ VIP protocol service expertise; ☒ Proven track record of provision of VIP services (diplomatic events, big openings, high level meetings); ☒ Proven experience with the UN or other international organizations; ☒ Current ratio of not less than 1.0; ☒ Full compliance of Bid to the Technical Requirements; ☒ Qualification of the Team Leader to directly coordinate with UNDP <i>experience not less than 3 years</i>; ☒ Positive reference checks from 3 Top Clients <p>Lot 1: Medium level events</p> <ul style="list-style-type: none"> ☒ Minimum no. of years of experience in similar contracts: <i>4-7 years</i> ☒ Experience in organizing events with 50 to 100 and more participants; ☒ VIP protocol service expertise; ☒ Proven experience with the UN or other international organizations; ☒ Current ratio of not less than 1.0; ☒ Full compliance of Bid to the Technical Requirements; ☒ Qualification of the Team Leader to directly coordinate with UNDP <i>experience not less than 3 years</i>; ☒ Positive reference checks from 3 Top Clients <p>Lot 3: Simple events</p> <ul style="list-style-type: none"> ☒ Minimum no. of years of experience in similar contracts: <i>3 years</i> ☒ Experience in organizing events with more than 50 participants; ☒ Proven experience with the UN or other international organizations; ☒ Current ratio of not less than 1.0; ☒ Full compliance of Bid to the Technical Requirements;
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			<input checked="" type="checkbox"/> Qualification of the Team Leader to directly coordinate with UNDP <i>experience not less than 3 years</i> ; <input checked="" type="checkbox"/> Positive reference checks from 3 Top Clients
33	E.29	Post qualification Actions	<input checked="" type="checkbox"/> Verification of accuracy, correctness and authenticity of the information provided by the bidder on the legal, technical and financial documents submitted; <input checked="" type="checkbox"/> Validation of extent of compliance to the ITB requirements and evaluation criteria based on what has so far been found by the evaluation team; <input checked="" type="checkbox"/> Inquiry and reference checking with other previous clients on the quality of performance on ongoing or previous contracts completed
34		Conditions for Determining Contract Effectivity	<input checked="" type="checkbox"/> Contract signature by both parties <input checked="" type="checkbox"/> <i>Provision of Catering and Food delivery services as per Technical Specifications</i>
35		Other Information Related to the ITB ⁷	<p>Based on the results of this solicitation exercise, UNDP intends to enter into non-Binding Long-term Agreement(s) with multiple successful Offeror(s) for the provision of indefinite quantity of the specified services in support of UNDP's operations. In the event of UNDP signing a Long-term Agreement, the following shall apply:</p> <p>(a) The agreement shall be signed in the currency of Offer;</p> <p>(b) The agreement shall be valid until for 12 months with a possibility of extension for an additional 1 (one) year, subject to satisfactory performance and continued requirement for task.</p> <p>(d) UNDP does not warrant that any quantity of Goods and/or Services will be purchased during the term of this arrangement</p> <p>(d) The Contractor(s) shall accord the same terms and conditions to any other organisation within the</p>

⁷ Where the information is available in the web, a URL for the information may simply be provided.

			United Nations System that wishes to avail of such terms
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Section 3a: Schedule of Requirements and Technical Specifications

Bidders are required to complete the TCS and provide all the data as listed below. Failure to provide any or part thereof may result in the Bid being rejected.

	Description	Specifications of Services	Technical Compliance YES-NO
LOT 1 Organization of coffee breaks and lunches and Banquet / Reception (premium level)			
1.1	VIP coffee break (Branch)	<i>Buffet style typically consisting of:</i> <ul style="list-style-type: none"> ▪ Tea (black/green/ Turkish), refreshment/chilled juices, coffee station, Arabic /Turkish coffee, milk, sugar, water (still & sparkle) ▪ 3 kinds of assorted kind of sandwiches/pastries, 5 kinds of cold items, 7 kinds of hot items & 5 kinds of sweet items ▪ Includes 	
1.2	Cocktail	<i>Buffet style typically consisting of:</i> <ul style="list-style-type: none"> ▪ Tea, coffee, fresh juices, Arabic/Turkish coffee, soft drinks and water (still & sparkle) ▪ Sandwiches/pastries & 4 kinds of cold canapés, 4 hot canapés, & 5 kinds of sweet items 	
1.3	Lunch & Dinner	<i>Minimum set of:</i> <ul style="list-style-type: none"> ▪ Tea (black/green/Turkish), coffee, fresh juices, Turkish and Arabic coffee, soft drinks and water (still & sparkle) ▪ Salads (at least 6 items) ▪ Main courses (at least 8) Meal: Chicken, Fish, Lamb, or beef. Vegetarian Plate: Vegetarian Pasta, Rice, Potatoes, bread and vegetables. ▪ Desserts (at least 6), & Fruits. 	
1.4	Reception menu	6 main courses (composition at the discretion of the chef and UNDP), 7 salads, 3 types of juices, coffee, tea and 6 desserts (cut fruits or ice cream or pastry)	
LOT 2 Organization of coffee breaks and lunches and Banquet / Reception (medium level)			

2.1	Light Coffee Break	<i>Minimum set of:</i> <ul style="list-style-type: none"> ▪ Tea, chilled juices, coffee station, milk, sugar and water ▪ Sandwiches & 7 kinds of sweet items ▪ Fresh fruits. 	
2.2	Heavy coffee break	<i>Minimum set of:</i> <ul style="list-style-type: none"> ▪ Tea, chilled juices, coffee station, milk, sugar and water ▪ 2 kind of sandwiches, 4 kinds of cold items, 5 kinds of hot items & 5 kinds of sweet items ▪ Fruits 	
2.3	Lunch & Dinner	<i>Minimum set of:</i> <ul style="list-style-type: none"> ▪ Tea, coffee, fresh juices, Arabic coffee, soft drinks and water ▪ Salads (at least 4 items) ▪ Main courses (at least 5) Meal: Chicken, Fish, Lamb, or beef. Vegetarian Plate: Vegetarian Pasta, Rice, Potatoes, bread and vegetables. ▪ Desserts (at least 4), & Fruits. 	
2.4	Reception menu	4 main courses (composition at the discretion of the chef and UNDP), 5 salads, 3 types of juices, coffee, tea and 4 desserts (cut fruits or ice cream or pastry)	
2.5	Morning breakfast	<ul style="list-style-type: none"> ▪ Tea, chilled juices, coffee station and water ▪ 5 kinds of pastries, cakes, 7 hot items, sandwiches. ▪ 7 kinds of sweet items, and fresh fruits. 	
2.7	Freshly Brewed Coffee	<ul style="list-style-type: none"> ▪ Arabic ▪ Turkish ▪ American ▪ Espresso 	
2.8	Tea pot	<ul style="list-style-type: none"> ▪ Turkish tea ▪ Green tea ▪ Black tea ▪ Arabic tea 	
LOT 3 Organization of coffee breaks and lunches (simple)			
3.1	Light Coffee Break	<i>Minimum set of:</i> <ul style="list-style-type: none"> ▪ Tea, chilled juices, coffee station, milk, sugar and water ▪ Finger food, cakes & 5 kinds of sweet items 	

3.2	Lunch	<i>Minimum set of:</i> <ul style="list-style-type: none"> ▪ Tea, coffee, juices, soft drinks and water ▪ Salads (at least 3 items) ▪ Main courses (at least 3) Meal: Chicken, Fish, Lamb, or beef. Vegetarian Plate: Vegetarian Pasta, Rice, Potatoes, Bread and Vegetables. ▪ Desserts (at least 3), & Fruits. 	
Other services			
4.1	Decoration	<i>Flowers decoration on central table</i> <i>Flower decoration on each table</i>	
4.2	Waiter	<i>Additional waiters' services upon request</i>	

The Contractor (s) is to comply with below qualification requirements applicable for each lot separately:

Lot #	Qualification Requirements for contractor	<i>Yes, we will comply</i>	<i>No, we cannot comply</i>
Lot 1 Premium level events	1. Duly registered in Kuwait license for carrying out catering activities in the country. Valid license must be available latest by the time of signing of the Long Term Agreement 2. From 7 to 10 years of extensive experience and strong track record in provision of catering services 3. Experience in organizing 3 events with more than 200 participants 4. VIP service protocol expertise 5. Proven track record of provision of VIP services (diplomatic events, big openings, high level meetings) 6. Proven experience with the UN or other international organizations		

	7. Financially capable of rendering catering services, which is evidenced by the financial statement/balance sheet for 2 last years		
Lot 2 Medium level events	<p>1. Duly registered in Kuwait license for carrying out catering activities in the country. Valid license must be available latest by the time of signing of the Long Term Agreement</p> <p>2. From 4 to 7 years of extensive experience and strong track record in provision of catering services</p> <p>3. Experience in events organizing with participation of 50 to 100 and more participants</p> <p>4. VIP service protocol expertise</p> <p>5. Proven experience with the UN or other international organizations</p> <p>6. Financially capable of rendering catering services, which is evidenced by the financial statement/balance sheet for 2 last years</p>		
Lot 3 Simple events	<p>1. Duly registered in Kuwait license for carrying out catering activities in the country. Valid license must be available latest by the time of signing of the Long Term Agreement</p> <p>2. From 3 years of extensive experience and strong track record in provision of catering services</p> <p>3. Experience in events organizing with participation of up to 50 participants</p> <p>4. Financially capable of rendering catering services, which is evidenced by the financial statement/balance sheet for 2 last years</p>		

	5.Proven experience with the UN or other international organizations		
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N°	Description of the scope of services	<i>Yes, we will comply</i>	<i>No, we cannot comply</i>
1	Compliance & acceptance of Scope of Services Section 3b		
2	Acceptance of project period (LTA to be awarded for one year without change the offered price)		
3	Full acceptance of UNDP General Terms and Conditions for Goods/Services		
4	Validity of Quotation (90) days		

Confirmation:

No Deviations from <u>Scope of Services as outlined in Section 3b</u>	Authorised Signature :
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Section 3b: Scope of services

Provision of Catering services to UNDP CO and Projects

A. Background

The United Nations Development Programme (UNDP) in Kuwait regularly organizes conferences, workshops, seminars, meetings and retreats ("Events") in respect of its programme implementation. In this regard, UNDP desires to conclude a Long Term Agreement(s) (LTA) for a maximum period of two (2) years for provision of catering services with a company (ies) specialized in this area of services.

The successful company (ies) (hereinafter referred to as the "Contractor(s)") shall be contracted for an initial period of one year, and the contract shall be renewable subject to strategic and operational requirements, good performance and absence of major failure by the LTA holders. An estimated frequency of catering service is based on experience of 2016-2017 and would be as follow:

- Number of events: approximately 3 (high level), 10 (medium level), 100 (standard events)
- Average number of participants: 10-200
- Maximum number of participants for large events: 500

The quantities listed above are provided as a good faith estimates and must not be deemed a firm commitment on the part of UNDP regarding any quantity for future purchases. Actual quantities to be ordered will depend on future requests from UNDP Country Office/ Projects and estimates may not be reached or may be exceeded. The LTA(s) shall not guarantee an estimate volume of sales on the part of UNDP. UNDP has used services of catering service providers which amount to USD 350,000.00 in 2016-2017.

The LTA(s) shall be used as an umbrella where it has unit prices (up to 10 person) for services proposed by the Contractor(s) during the tender. The implementation will be on need basis and the Contractor(s) shall be requested to provide quotation for a specific event using the initially agreed unit prices.

The Contractor(s) shall upon request and receipt of duly authorized instructions from the UNDP/UNDP Projects, facilitate the organization and make all necessary arrangements in provision of catering services. This shall include delivery to the venues and all associated facilities. Specifically, the

Contractor(s) shall perform the following activities:

1. Discuss the details of menu with the UNDP/UNDP Projects and receive information on number participants, dates and venue of the event.
2. Based on provided information ensure:
 - (a) Delivery of food, soft drinks and other necessary supplies to the required venue;
 - (b) Provision of all cutleries, utensils, appropriate containers, glasses, crockery, napkins, tables and all other items of a like nature, whether reusable or disposable as appropriate. The Contractor shall ensure that throughout the event period, the above mentioned shall be in sufficient quantities and in such a condition as will satisfy the UNDP/UNDP Projects that the services are properly and fully furnished;
 - (c) Provision of transport for delivery of food, soft drinks and required supplies.
3. Provide and assign an experienced team of catering staff;

4. The cleaning and associated costs of cooking, delivery, preparation and serving area are the sole responsibility of the service provider;
5. Ensure that meeting packages (lunch, coffee breaks and receptions) are provided and arranged in timely manner and as required

B. Quality Control for the Services

1. The Contractor(s) shall monitor the quality of the services provided to UNDP/UNDP Projects on a regular and continual basis. These procedures shall include a self-inspection system covering catering services to be performed in the Contract, and shall include a method for monitoring, identifying and correcting deficiencies in the quality of catering service provided to the UNDP and UNDP Projects. UNDP/UNDP Projects shall be notified of any deficiencies found and corrective action taken.
2. UNDP reserve the right to conduct their own quality control surveys to ensure the adequacy of the services.
3. The Contractor(s) warrants that the personnel assigned to handle UNDP/UNDP Projects arrangements shall have a strong skills and experience in provision of catering services and shall constantly be trained to be kept up to date.

C. Personnel Required

1. The Contractor(s) shall assign a Coordinator experienced in providing catering services to oversee the services provided to the UNDP/UNDP Projects and to ensure full compliance with all requirements of the Contract.
2. The Contractor must have an on-site contact available for the duration of each event when the Coordinator is not available or not on-site.
3. The Contractor(s) shall assign adequate personnel to service satisfactorily the volume of work and to fulfill its obligations under the Contract with UNDP Kuwait.
4. The Contractor's employees shall perform their functions in a highly efficient and professional manner.

D. Performance Standards and Service Level Guarantees

The Contractor(s) shall perform its services and deliver its products in accordance with the herein prescribed minimum performance standards set by the UNDP:

PRODUCT/ SERVICE	PERFORMANCE ATTRIBUTE	DEFINITION	STANDARD/ SERVICE LEVEL
1. Catering services under lot 1 shall include delivery, decoration (if necessary) to the venues and all associated facilities.	Accuracy	Ability to perform task completely and without error.	Zero-Error catering service arrangements
	Timelines of Delivery	Ability to deliver service on promised date and time without delay.	Menu agreed and catering confirmation is made at the latest two (2) weeks before the event takes place

PRODUCT/ SERVICE	PERFORMANCE ATTRIBUTE	DEFINITION	STANDARD/ SERVICE LEVEL
	Quality	Ability to deliver excellent product and service.	Product or service is delivered with minimum 95% of the required quality
2. Catering services under lots 2 and 3 shall include delivery to the venues and all associated facilities.	Accuracy	Ability to perform task completely and without error.	Zero-Error arrangements
	Timelines of Delivery	Ability to deliver service on promised date and time without delay.	Menu agreed and confirmation is made at the latest one (1) week before the event takes place
	Quality	Ability to deliver excellent product or service.	Product or service is delivered with minimum 95% of the required quality
3.Capability to provide catering services for several events at the same date and time	Accuracy	Ability to perform task completely and without error.	Zero-Error arrangements
	Timelines of Delivery	Ability to deliver service on promised date and time without delay.	Menu agreed and catering confirmation is made at the latest two (2) weeks before the event takes place
	Quality	Ability to deliver excellent product or service.	Product or service is delivered with minimum 95% of the required quality
	Sufficient number of required service personnel and relevant logistics support	a) Ability to provide required number of services staff at different venues/facilities b) Ability to provide relevant logistics support (dishware, kettles, tablecloths, napkins, transport and etc.)	Zero-error arrangements at several venues at the same time
4. Quality Control	Accuracy	Ability to provide service without error.	Log maintained to compare error rate with total transactions
	Speed and Efficiency	Ability to deliver service promptly and with the minimum use of resources.	Inadequate quality of service is mended within forty-eight (48) hours

PRODUCT/ SERVICE	PERFORMANCE ATTRIBUTE	DEFINITION	STANDARD/ SERVICE LEVEL
5. Provide experienced personnel for provision of catering services	Competence	Required experience.	a. Designated Manager has a minimum of three (3) years of relevant experience. b. Support staff to provide catering service. Good knowledge of English and Arabic (preferably).
6. Bills	Accuracy	Ability to generate billing statements without errors.	Zero-Error or no discrepancy between invoices and attachments.
	Clarity	Ability to generate bills that are transparent or easy to understand.	Zero>Returns for clarification/ explanation.

E. Event Notification / Cancellation(s):

- The date and time of events will be confirmed by the UNDP Programme Unit. The UNDP may reschedule, cancel, and/or add new events depending upon the client requests.
- When an order is placed, UNDP will notify the Contractor in writing. The UNDP will provide (3) days prior notification for the arrangement of the event.
- A final notification will be provided to the contractor 48 hours prior to the event.
- In the event of a cancellation, the UNDP has a minimum of 24 hours prior to the event's scheduled start date to notify the Contractor in writing without cost to UNDP CO and Projects.
- Late cancellation notification will be subject to a payment equivalent to one-half of the event cost.

F. Terms of payment:

Upon successful completion of the events and receipt of official invoices from the Contractor, UNDP shall pay the contractor through bank transfer payable to contractor net thirty (30) days from the date of receipt of the invoice.

G. Guidance to Proposers on LTA configuration

UNDP CO will be responsible for the management of the LTAs. As most LTAs will be utilized by different users, the awarded LTAs will be accompanied by Standard Operating Procedures (SOPs) to ensure correct and appropriate use of the contracts. The SOP shall include instructions for call-offs, mechanism for reporting, monitoring, utilization, performance feedback and other relevant information.

Section 4: Bid Submission Form⁸

(This should be written in the Letterhead of the Bidder. Except for indicated fields, no changes may be made in this template.)

To: UNDP Kuwait, Procurement Unit

Dear Sir/Madam:

We, the undersigned, hereby offer to supply the goods and related services required for *[insert: title of goods and services required as per ITB]* in accordance with your Invitation to Bid dated . We are hereby submitting our Bid, which includes the Technical Bid and Price Schedule.

We hereby declare that :

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

We confirm that we have read, understood and hereby fully accept the Schedule of Requirements and Technical Specifications describing the duties and responsibilities required of us in this ITB, and the General Terms and Conditions of UNDP's Standard Contract for this ITB.

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

We undertake, if our Bid is accepted, to initiate the supply of goods and provision of related services not later than the date indicated in the Data Sheet.

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

We remain,

⁸ No deletion or modification may be made in this form. Any such deletion or modification may lead to the rejection of the Bid.

Yours sincerely,

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

Name and Title of Signatory: _____

Name of Firm: _____

Contact Details: _____

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

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

Bidder Information Form⁹

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

ITB No.: *[insert number of bidding process]*

Page _____ of _____ pages

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

⁹ The Bidder shall fill in this Form in accordance with the instructions. Apart from providing additional information, no alterations to its format shall be permitted and no substitutions shall be accepted.

14. Attached are copies of original documents of:

- ☐ All eligibility document requirements listed in the Data Sheet
- ☐ If Joint Venture/Consortium – copy of the Memorandum of Understanding/Agreement or Letter of Intent to form a JV/Consortium, or Registration of JV/Consortium, if registered
- ☐ If case of Government corporation or Government-owned/controlled entity, documents establishing legal and financial autonomy and compliance with commercial law.

Joint Venture Partner Information Form (if Registered)¹⁰

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

ITB No.: *[insert number of bidding process]*

Page _____ of _____ pages

1. Bidder's Legal Name: <i>[insert Bidder's legal name]</i>		
2. JV's Party legal name: <i>[insert JV's Party legal name]</i>		
3. JV's Party Country of Registration: <i>[insert JV's Party country of registration]</i>		
4. Year of Registration: <i>[insert Party's year of registration]</i>		
5. Countries of Operation	6. No. of staff in each Country	7. Years of Operation in each Country
8. Legal Address/es in Country/ies of Registration/Operation: <i>[insert Party's legal address in country of registration]</i>		
9. Value and Description of Top three (3) Biggest Contract for the past five (5) years		
10. Latest Credit Rating (if any) :		
1. Brief description of litigation history (disputes, arbitration, claims, etc.), indicating current status and outcomes, if already resolved.		

¹⁰ The Bidder shall fill in this Form in accordance with the instructions. Apart from providing additional information, No alterations to its format shall be permitted and no substitutions shall be accepted.

13. JV's Party Authorized Representative Information

Name: *[insert name of JV's Party authorized representative]*

Address: *[insert address of JV's Party authorized representative]*

Telephone/Fax numbers: *[insert telephone/fax numbers of JV's Party authorized representative]*

Email Address: *[insert email address of JV's Party authorized representative]*

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

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

Section 6: Technical Bid Form¹¹

INSERT TITLE OF THE ITB

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

SECTION 1: EXPERTISE OF FIRM/ ORGANISATION

This section should fully explain the Bidder's resources in terms of personnel and facilities necessary for the performance of this requirement.

1.1 Brief Description of Bidder as an Entity: Provide a brief description of the organization / firm submitting the Bid, its legal mandates/authorized business activities, the year and country of incorporation, and approximate annual budget, etc. Include reference to reputation, or any history of litigation and arbitration in which the organisation / firm has been involved that could adversely affect or impact the delivery of goods and/or performance of related services, indicating the status/result of such litigation/arbitration.

1.2. Financial Capacity: Based on the latest Audited Financial Statement (Income Statement and Balance Sheet) describe the financial capacity (liquidity, stand-by credit lines, etc.) of the bidder to engage into the contract. Include any indication of credit rating, industry rating, etc.

1.3. Track Record and Experiences: Provide the following information regarding corporate experience within at least the last five (5) years which are related or relevant to those required for this Contract.

¹¹ Technical Bids not submitted in this format may be rejected.

Name of project	Client	Contract Value	Period of activity	Types of activities undertaken	Status or Date Completed	References Contact Details (Name, Phone, Email)

SECTION 2 - SCOPE OF SUPPLY, TECHNICAL SPECIFICATIONS, AND RELATED SERVICES

This section should demonstrate the Bidder'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; and demonstrating how the proposed bid meets or exceeds the specifications.

2.1. Scope of Supply: Please provide a detailed description of the goods to be supplied, indicating clearly how they comply with the technical specifications required by the ITB (see below table); describe how the organisation/firm will supply the goods and any related services, keeping in mind the appropriateness to local conditions and project environment.

Item No.	Description/ Specification of Goods	Source/ Manufacturer	Country of Origin	Qty	Quality Certificate/ Export Licences, etc. (indicate all that applies and if attached)

A supporting document with full details may be annexed to this section

2.2. Technical Quality Assurance Mechanisms: The bid shall also include details of the Bidder's internal technical and quality assurance review mechanisms, all the appropriate quality certificates, export licenses and other documents attesting to the superiority of the quality of the goods and technologies to be supplied.

2.3. Reporting and Monitoring: Please provide a brief description of the mechanisms proposed for this project for reporting to the UNDP and partners, including a reporting schedule.

2.4. Subcontracting: Explain whether any work would be subcontracted, to whom, how much percentage of the work, the rationale for such, and the roles of the proposed sub-contractors. Special attention should be given to providing a clear picture of the role of each entity and how everyone will function as a team.

2.5. Risks / Mitigation Measures: Please describe the potential risks for the implementation of this project that may impact achievement and timely completion of expected results as well as their quality. Describe measures that will be put in place to mitigate these risks.

2.6 Implementation Timelines: The Bidder shall submit a Gantt Chart or Project Schedule indicating the detailed sequence of activities that will be undertaken and their corresponding timing.

2.7. Partnerships (Optional): Explain any partnerships with local, international or other organizations that are planned for the implementation of the project. Special attention should be given to providing a clear picture of the role of each entity and how everyone will function as a team. Letters of commitment from partners and an indication of whether some or all have successfully worked together on other previous projects is encouraged.

2.8. Anti-Corruption Strategy (Optional): Define the anti-corruption strategy that will be applied in this project to prevent the misuse of funds. Describe the financial controls that will be put in place.

2.9 Statement of Full Disclosure: This is intended to disclose any potential conflict in accordance with the definition of “conflict” under Section 4 of this document, if any.

2.10 Other: Any other comments or information regarding the bid and its implementation.

SECTION 3: PERSONNEL

3.1 Management Structure: Describe the overall management approach toward planning and implementing the contract. Include an organization chart for the management of the contract, if awarded.

3.2 Staff Time Allocation: Provide a spreadsheet will be included to show the activities of each personnel involved in the implementation of the contract. Where the expertise of the personnel is critical to the success of the contract, UNDP will not allow substitution of personnel whose qualifications had been reviewed and accepted during the bid evaluation. (If substitution of such a personnel is unavoidable, substitution or replacement will be subject to the approval of UNDP. No increase in costs will be considered as a result of any substitution).

3.3 Qualifications of Key Personnel. Provide the CVs for key personnel (Team Leader, Managerial and general staff) that will be provided to support the implementation of this project. CVs should demonstrate qualifications in area of expertise relevant to the Contract. Please use the format below:

Name:		
Role in Contract Implementation:		
Nationality:		
Contact information:		
Countries of Relevant Work Experience:		
Language Skills:		
Education and other Qualifications:		
Summary of Experience: <i>Highlight experience in the region and on similar projects.</i>		
Relevant Experience (From most recent):		
Period: From – To	Name of activity/ Project/ funding organisation, if applicable:	Job Title and Activities undertaken/Description of actual role performed:
<i>e.g. June 2010-January 2011</i>		
<i>Etc.</i>		
<i>Etc.</i>		
References (minimum of 3):	<i>Name Designation Organization Contact Information – Address; Phone; Email; etc.</i>	
Declaration:		
<p>I confirm my intention to serve in the stated position and present availability to serve for the term of the proposed contract. I also understand that any wilful misstatement described above may lead to my disqualification, before or during my engagement.</p> <p>_____</p> <p>_____</p> <p>Signature of the Nominated Team Leader/Member Date Signed</p>		

Section 7: Price Schedule Form¹²

The Bidder is required to prepare the Price Schedule as indicated in the Instruction to Bidders.

The Price Schedule must provide a detailed cost breakdown of all goods and related services to be provided, from unit price to lot prices. Separate figures must be provided for each functional grouping or category, if any.

Lot Ref.	Description of Activity	Unit of Measure	Unit Cost in USD	Discount for UNDP (%) If any	Unit cost after discount	Total amount in USD
Lot 1	HIGH LEVEL EVENTS					
	VIP coffee break (branch)	Per person				
	Cocktail	Per person				
	Lunch &Dinner	Per person				
	Reception menu	Per person				
	Waiter services (if any additional required)	Per waiter				
	Flowers decoration	Central table				
	Flower decoration on each table	Per table				
	Total for Lot 1:					
Lot 2	MEDIUM LEVEL EVENTS					
	Light coffee break	Per person				
	Heavy coffee break	Per person				
	Lunch &Dinner	Per person				
	Reception menu	Per person				
	Morning breakfast	Per person				
	Freshly brewed coffee	Per				

¹² No deletion or modification may be made in this form. Any such deletion or modification may lead to the rejection of the Bid.

		person				
	Tea pot	Per person				
	Waiter services (if any additional required)	Per waiter				
	Flowers decoration	Central table				
	Flower decoration on each table	Per table				
	Total for Lot 2:					
	Light coffee break	Per person				
	Lunch &Dinner	Per person				
	Waiter services (if any additional required)	Per waiter				
	Total for Lot 3:					

**Price offered must be inclusive of all associated costs including but limited to delivery cost, setting up reception area, waiters services, food, soft drinks and other necessary supplies delivery to the required venue, provision of all cutleries, utensils, appropriate containers, glasses, crockery, napkins, tables and all other items of a like nature, whether reusable or disposable as appropriate, arrangements for the clearance and adequate disposal of waste generated by the event operation.*

Section 8: Contract

LONG TERM AGREEMENT FOR THE PROVISION OF SERVICES

TO THE UNITED NATIONS DEVELOPMENT PROGRAMME

This Long Term Agreement is made between the United Nations Development Programme, a subsidiary organ of the United Nations, having its headquarters at 1 UN Plaza, New York, NY 10017 (hereinafter “UNDP”) and _____ (hereinafter called “Contractor”) with its headquarters at _____.

WHEREAS, UNDP desires to enter into a Long Term Agreement for the provision of services by the Contractor to UNDP, pursuant to which UNDP country offices world-wide can conclude specific contractual arrangements with the Contractor, as provided herein;

WHEREAS pursuant to the Request for Proposal[to complete] the offer of the Contractor was accepted;

NOW, THEREFORE, UNDP and the Contractor (hereinafter jointly the “Parties”) hereby agree as follows:

Article 1: SCOPE OF WORK

1. The Contractor shall provide the types of services and deliverables, which are listed in Annex 1 hereto (“Services/Terms of Reference”), as and when negotiated by UNDP headquarters or a UNDP country office and reflected in a contract for professional services, in the form attached hereto as Annex 2.
2. Such Services shall be at the discount prices listed in Annex 3. The prices shall remain in effect for a period of two years from Entry into Force of this Agreement.
3. UNDP does not warrant that any quantity of Services will be purchased during the term of this Agreement, which shall be for two years.

Article 2: CHANGES IN CONDITION

4. In the event of any advantageous technical changes and/or downward pricing of the Services during the duration of this Agreement, the Contractor shall notify UNDP immediately. UNDP shall consider the impact of any such event and may request an amendment to the Agreement.

Article 3: CONTRACTOR'S REPORTING

5. The Contractor will report semi-annually to UNDP on the Services provided to UNDP, including its country offices.

Article 4: GENERAL AND SPECIAL TERMS AND CONDITIONS

6. The standard UNDP General Conditions for Professional Services, attached as Annex 4, shall apply to this Agreement, and any subsequent contracts concluded in accordance with paragraph 1 above.

Article 5: ACCEPTANCE

7. This Agreement supersedes all prior oral or written agreements, if any, between the Parties and constitutes the entire agreement between the parties with respect to the provision of the Services hereunder.
8. This Agreement shall enter into force on the date of the last signature by the representatives of the Parties and shall remain in force for a period of two years, and may be extended for [one additional] year by mutual agreement of the Parties.

IN WITNESS WHEREOF, the duly authorized representative of the PARTIES have signed this agreement.

For and on behalf of:

UNITED NATIONS
DEVELOPMENT PROGRAMME

Date: _____

Date: _____

GENERAL TERMS AND CONDITIONS FOR SERVICES

1. ACCEPTANCE OF THE PURCHASE ORDER

This Purchase Order may only be accepted by the Supplier's signing and returning an acknowledgement copy of it or by timely delivery of the goods in accordance with the terms of this Purchase Order, as herein specified. Acceptance of this Purchase Order shall effect a contract between the Parties under which the rights and obligations of the Parties shall be governed solely by the terms and conditions of this Purchase Order, including these General Conditions. No additional or inconsistent provisions proposed by the Supplier shall bind UNDP unless agreed to in writing by a duly authorized official of UNDP.

2. PAYMENT

2.1.1 UNDP shall, on fulfillment of the Delivery Terms, unless otherwise provided in this Purchase Order, make payment within 30 days of receipt of the Supplier's invoice for the goods and copies of the shipping documents specified in this Purchase Order.

2.1.2 Payment against the invoice referred to above will reflect any discount shown under the payment terms of this Purchase Order, provided payment is made within the period required by such payment terms.

2.1.3 Unless authorized by UNDP, the Supplier shall submit one invoice in respect of this Purchase Order, and such invoice must indicate the Purchase Order's identification number.

2.1.4 The prices shown in this Purchase Order may not be increased except by express written agreement of UNDP.

3. TAX EXEMPTION

3.1 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 utilities 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 UNDP's exemption from such taxes, duties or charges, the Supplier shall immediately consult with UNDP to determine a mutually acceptable procedure.

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

4. RISK OF LOSS

Risk of loss, damage to or destruction of the goods shall be governed in accordance with DDU Incoterms 2000, unless otherwise agreed upon by the Parties on the front side of this Purchase Order.

5. EXPORT LICENCES

Notwithstanding any INCOTERM 2000 used in this Purchase Order, the Supplier shall obtain any export licences required for the goods.

6. FITNESS OF GOODS/PACKAGING

The Supplier warrants that the goods, including packaging, conform to the specifications for the goods ordered under this Purchase Order and are fit for the purposes for which such goods are ordinarily used and for purposes expressly made known to the Supplier by UNDP, and are free from defects in workmanship and materials. The Supplier also warrants that the goods are contained or packaged adequately to protect the goods.

7. INSPECTION

1. UNDP shall have a reasonable time after delivery of the goods to inspect them and to reject and refuse acceptance of goods not conforming to this Purchase Order; payment for goods pursuant to this Purchase Order shall not be deemed an acceptance of the goods.
2. Inspection prior to shipment does not relieve the Supplier from any of its contractual obligations.

8. INTELLECTUAL PROPERTY INFRINGEMENT

The Supplier warrants that the use or supply by UNDP of the goods sold under this Purchase Order does not infringe any patent, design, trade-name or trade-mark. In addition, the Supplier shall, pursuant to this warranty, indemnify, defend and hold UNDP and the United Nations harmless from any actions or claims brought against UNDP or the United Nations pertaining to the alleged infringement of a patent, design, trade-name or trade-mark arising in connection with the goods sold under this Purchase Order.

9. RIGHTS OF UNDP

In case of failure by the Supplier to fulfil its obligations under the terms and conditions of this Purchase Order, including but not limited to failure to obtain necessary export licences, or to make delivery of all or part of the goods by the agreed delivery date or dates, UNDP may, after giving the Supplier reasonable notice to perform and without prejudice to any other rights or remedies, exercise one or more of the following rights:

- a) Procure all or part of the goods from other sources, in which event UNDP may hold the Supplier responsible for any excess cost occasioned thereby.
- b) Refuse to accept delivery of all or part of the goods.
- c) Cancel this Purchase Order without any liability for termination charges or any other liability of any kind of UNDP.

10. LATE DELIVERY

Without limiting any other rights or obligations of the parties hereunder, if the Supplier will be unable to deliver the goods by the delivery date(s) stipulated in this Purchase Order, the Supplier shall (i) immediately consult with UNDP to determine the most expeditious means for delivering the goods and (ii) use an expedited means of delivery, at the Supplier's cost (unless the delay is due to Force Majeure), if reasonably so requested by UNDP.

11. ASSIGNMENT AND INSOLVENCY

11.1. The Supplier shall not, except after obtaining the written consent of UNDP, assign, transfer, pledge or make other disposition of this Purchase Order, or any part thereof, or any of the Supplier's rights or obligations under this Purchase Order.

11.2. Should the Supplier become insolvent or should control of the Supplier change by virtue of insolvency, UNDP may, without prejudice to any other rights or remedies, immediately terminate this Purchase Order by giving the Supplier written notice of termination.

12. USE OF UNDP OR UNITED NATIONS NAME OR EMBLEM

The Supplier shall not use the name, emblem or official seal of UNDP or the United Nations for any purpose.

13. PROHIBITION ON ADVERTISING

The Supplier shall not advertise or otherwise make public that it is furnishing goods or services to UNDP without specific permission of UNDP in each instance.

14. CHILD LABOUR

The Supplier represents and warrants that neither it nor any of its affiliates 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.

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

15. MINES

The Supplier represents and warrants that neither it nor any of its affiliates 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.

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

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 Purchase Order 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 Purchase Order or the breach, termination or invalidity thereof is settled amicably under the preceding paragraph of

this Section 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 related to these General Terms and Conditions or this Purchase Order shall be deemed a waiver of any of the privileges and immunities of the United Nations, including its subsidiary organs.

18. SEXUAL EXPLOITATION:

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

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

19.0 OFFICIALS NOT TO BENEFIT:

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

20. AUTHORITY TO MODIFY:

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