REQUEST FOR PROPOSAL (RFP)

NAME & ADDRESS OF FIRM	DATE: September 10, 2018
	REFERENCE: **RFP 003/TLS/2017**

Dear Sir / Madam:

We kindly request you to submit your Proposal for **CANTEEN AND CATERING SERVICES in UN House, Caicoli, Dili**.

Please be guided by the form attached hereto as Annex 2, in preparing your Proposal.

Proposals may be submitted on or before Monday, ~~01 October~~ extended till 08 October 2018 and via e-mail, courier mail or hand delivery in person in properly sealed envelope to the address below:

United Nations Development Programme
Registry Unit, P.O Box 008/558 Dili
UN House, Caicoli Street, Dili - Timor-Leste
Attn. Mr. Claudio Providas
Email: bids.tp@undp.org

Your Proposal must be expressed in the English language, and valid for a minimum period of 90 days

In the course of preparing your Proposal, it shall remain your responsibility to ensure that it reaches the address above on or before the deadline. Proposals that are received by UNDP after the deadline indicated above, for whatever reason, shall not be considered for evaluation. If you are submitting your Proposal by email, kindly ensure that they are signed and in the pdf format, and free from any virus or corrupted files.

Services proposed shall be reviewed and evaluated based on completeness and compliance of the Proposal and responsiveness with the requirements of the RFP and all other annexes providing details of UNDP requirements.

The Proposal that complies with all of the requirements, meets all the evaluation criteria and offers the best value for money shall be selected and awarded the contract. Any offer that does not meet the requirements shall be rejected.

Any discrepancy between the unit price and the total price shall be re-computed by UNDP, and the unit price shall prevail and the total price shall be corrected. If the Service Provider does not accept the final price based on UNDP's re-computation and correction of errors, its Proposal will be rejected.

No price variation due to escalation, inflation, fluctuation in exchange rates, or any other market factors shall be accepted by UNDP after it has received the Proposal. At the time of Award of Contract or Purchase Order, UNDP reserves the right to vary (increase or decrease) the quantity of services and/or goods, by up to a maximum twenty five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.

Any Contract or Purchase Order that will be issued as a result of this RFP shall be subject to the General Terms and Conditions attached hereto. The mere act of submission of a Proposal implies that the Service Provider accepts without question the General Terms and Conditions of UNDP, herein attached as Annex 3.

Please be advised that UNDP is not bound to accept any Proposal, nor award a contract or Purchase Order, nor be responsible for any costs associated with a Service Providers preparation and submission of a Proposal, regardless of the outcome or the manner of conducting the selection process.

UNDP's vendor protest procedure is intended to afford an opportunity to appeal for persons or firms not awarded a Purchase Order or Contract in a competitive procurement process. In the event that you believe you have not been fairly treated, you can find detailed information about vendor protest procedures in the following link:
http://www.undp.org/content/undp/en/home/operations/procurement/protestandsanctions/

UNDP encourages every prospective Service Provider to prevent and avoid conflicts of interest, by disclosing to UNDP if you, or any of your affiliates or personnel, were involved in the preparation of the requirements, design, cost estimates, and other information used in this RFP.

UNDP implements a zero tolerance on fraud and other proscribed practices, and is committed to preventing, identifying and addressing all such acts and practices against UNDP, as well as third parties involved in UNDP activities. UNDP expects its Service Providers to adhere to the UN Supplier Code of Conduct found in this link : http://www.un.org/depts/ptd/pdf/conduct_english.pdf

Thank you and we look forward to receiving your Proposal.

Sincerely yours,

Diana Lina Bernardo
UNDP Operations Manager
10/09/2018

Annex 1

Description of Requirements

<table>
<tr><td>Context of the Requirement</td><td>PROVISION OF CANTEEN AND CATERING SERVICES for UN House, Caicoli, Dili, Timor-Leste</td></tr>
<tr><td>Implementing Partner of UNDP</td><td>UNDP Staff Association</td></tr>
<tr><td>Brief Description of the Required Services[1]</td><td>Please see ToR attached</td></tr>
<tr><td>List and Description of Expected Outputs to be Delivered</td><td>Please see attached ToR</td></tr>
<tr><td>Person to Supervise the Work/Performance of the Service Provider</td><td>UN Canteen Committee</td></tr>
<tr><td>Frequency of Reporting</td><td>Upon completion of works</td></tr>
<tr><td>Progress Reporting Requirements</td><td>N/A</td></tr>
<tr><td>Location of work</td><td>☒ Exact Address/es UN House, Caicoli Street, Dili, Timor-Leste</td></tr>
<tr><td>Expected duration of work</td><td>The period of the service will be 4-6 weeks, with additional extension due to unexpected weather</td></tr>
<tr><td>Target start date</td><td>01st November 2018</td></tr>
<tr><td>Latest completion date</td><td>31th October 2019, may be extended to another 24 months</td></tr>
<tr><td>Travels Expected</td><td>
<table>
<tr><th>Destination/s</th><th>Estimated Duration</th><th>Brief Description of Purpose of the Travel</th><th>Target Date/s</th></tr>
<tr><td>N/A</td><td></td><td></td><td></td></tr>
<tr><td>N/A</td><td></td><td></td><td></td></tr>
<tr><td>N/A</td><td></td><td></td><td></td></tr>
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</td></tr>
<tr><td>Special Security Requirements</td><td>☒ Others N/A</td></tr>
<tr><td>Facilities to be Provided by UNDP (i.e., must be excluded from Price Proposal)</td><td>N/A</td></tr>
<tr><td>Implementation Schedule indicating breakdown and timing of activities/sub-activities</td><td>☒ Required</td></tr>
</table>

[1] *A detailed TOR may be attached if the information listed in this Annex is not sufficient to fully describe the nature of the work and other details of the requirements.*

<table>
<tr><td>Names and curriculum vitae of individuals who will be involved in completing the services</td><td>N/A</td></tr>
<tr><td>Currency of Proposal</td><td>☒ United States Dollars</td></tr>
<tr><td>Value Added Tax on Price Proposal[2]</td><td>☒ must be exclusive of VAT and other applicable indirect taxes</td></tr>
<tr><td>Validity Period of Proposals (Counting for the last day of submission of quotes)</td><td>☒ 90 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.</td></tr>
<tr><td>Partial Quotes</td><td>☒ Not permitted</td></tr>
<tr><td>Payment Terms[3]</td><td>
<table>
<tr><th>Outputs</th><th>Percentage</th><th>Timing</th><th>Condition for Payment Release</th></tr>
<tr><td>listed in the TOR – see Section BOQ of the TOR.</td><td>100% upon completion of works</td><td>After each service provided</td><td>Within thirty (30) days from the date of meeting the following conditions:
a) UNDP’s written acceptance (i.e., not mere receipt) of the quality of the outputs; and
b) Receipt of invoice from the Service Provider.</td></tr>
<tr><td></td><td></td><td></td><td></td></tr>
</table>
</td></tr>
<tr><td>Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment</td><td>UN Canteen Committee</td></tr>
<tr><td>Type of Contract to be Signed</td><td>☒ Purchase Order
☒ Institutional Contract</td></tr>
</table>

[2] *VAT exemption status varies from one country to another. Pls. check whatever is applicable to the UNDP CO/BU requiring the service.*

[3] *UNDP preference is not to pay any amount in advance upon signing of contract. If the Service Provider strictly requires payment in advance, it will be limited only up to 20% of the total price quoted. For any higher percentage, or any amount advanced exceeding $30,000, UNDP shall require the Service Provider to submit a bank guarantee or bank cheque payable to UNDP, in the same amount as the payment advanced by UNDP to the Service Provider.*

	☒ Long-Term Agreement[4] *(if LTA will be signed, specify the document that will trigger the call-off. E.g., PO, etc.)* ☐ Other Type of Contract *[pls. specify]*
Criteria for Contract Award	☒ Highest Combined Score (based on the 70% technical offer and 30% price weight distribution) ☒ Full acceptance of the UNDP Contract General Terms and Conditions (GTC). This is a mandatory criteria and cannot be deleted regardless of the nature of services required. Non acceptance of the GTC may be grounds for the rejection of the Proposal.
Criteria for the Assessment of Proposal	**Technical Proposal (70%)** ☒ Expertise of the Firm *[indicate percentage]* ☒ Methodology, Its Appropriateness to the Condition and Timeliness of the Implementation Plan *[indicate percentage]* ☒ Management Structure and Qualification of Key Personnel *[indicate percentage]* **Financial Proposal (30%)** To be computed as a ratio of the Proposal's offer to the lowest price among the proposals received by UNDP.
UNDP will award the contract to:	☒ One and only one Service Provider
Annexes to this RFP[5]	☒ Form for Submission of Proposal (Annex 2) ☒ General Terms and Conditions / Special Conditions (Annex 3)[6] ☒ Detailed TOR
Contact Person for Inquiries (Written inquiries only)[7]	E-mail: procurement.staff.tp@undp.org Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers.
Other Information *[pls. specify]*	N/A

[4] *Minimum of one (1) year period and may be extended up to a maximum of three (3) years subject to satisfactory performance evaluation. This RFP may be used for LTAs if the annual purchases will not exceed $100,000.00.*
[5] *Where the information is available in the web, a URL for the information may simply be provided.*
[6] *Service Providers are alerted that non-acceptance of the terms of the General Terms and Conditions (GTC) may be grounds for disqualification from this procurement process.*
[7] *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 received.*

Annex 2

FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL[8]

(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery[9])

[insert: *Location]*.
[insert: *Date]*

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

Dear Sir/Madam:

We, the undersigned, hereby offer to render the following services to UNDP in conformity with the requirements defined in the RFP dated *[specify date]* , and all its attachments, as well as the provisions of the UNDP General Contract Terms and Conditions:

A. Qualifications of the Service Provider

The Service Provider must describe and explain how and why they are the best entity that can deliver the requirements of UNDP by indicating the following:

a) Profile – describing the nature of business, field of expertise, licenses, certifications, accreditations;
b) Business Licenses – Registration Papers, Tax Payment Certification, etc.
c) Latest Audited Financial Statement – income statement and balance sheet to indicate Its financial stability, liquidity, credit standing, and market reputation, etc. ;
d) Track Record – list of clients for similar services as those required by UNDP, indicating description of contract scope, contract duration, contract value, contact references;
e) Certificates and Accreditation – including Quality Certificates, Patent Registrations, Environmental Sustainability Certificates, etc.
f) Written Self-Declaration that the company is not in the UN Security Council 1267/1989 List, UN Procurement Division List or Other UN Ineligibility List.

B. Proposed Methodology for the Completion of Services

The Service Provider must describe how it will address/deliver the demands of the RFP; providing a detailed description of the essential performance characteristics, reporting conditions and quality assurance mechanisms that will be put in place, while demonstrating that the proposed methodology will be appropriate to the local conditions and context of the work.

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[8] *This serves as a guide to the Service Provider in preparing the Proposal.*
[9] *Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes*

C. **Qualifications of Key Personnel**

If required by the RFP, the Service Provider must provide:

a) Names and qualifications of the key personnel that will perform the services indicating who is Team Leader, who are supporting, etc.;
b) CVs demonstrating qualifications must be submitted if required by the RFP; and
c) Written confirmation from each personnel that they are available for the entire duration of the contract.

D. **Cost Breakdown per Deliverable***

	Deliverables ***[list them as referred to in the RFP]***	**Percentage of Total Price** ***(Weight for payment)***	**Price** ***(Lump Sum, All Inclusive)***
1	PROVISION OF CANTEEN AND CATERING SERVICES		
2	N/A		
3	N/A		
	Total	100%	

**This shall be the basis of the payment tranches*

E. **Cost Breakdown by Cost Component *[This is only an Example]*:**

Description of Activity	**Unit of measure**	**quantity**	**Unit cost**	**Total cost**
Refer to attached TOR Annex 1A, Annex 1B				

[Name and Signature of the Service Provider's Authorized Person]
[Designation]
[Date]

Annex 3

General Terms and Conditions for Services

1.0 LEGAL STATUS:

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

2.0 SOURCE OF INSTRUCTIONS:

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

3.0 CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES:

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

4.0 ASSIGNMENT:

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

5.0 SUB-CONTRACTING:

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

6.0 OFFICIALS NOT TO BENEFIT:

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

7.0 INDEMNIFICATION:

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

8.0 INSURANCE AND LIABILITIES TO THIRD PARTIES:

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

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

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

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

8.4.1 Name UNDP as additional insured;
8.4.2 Include a waiver of subrogation of the Contractor's rights to the insurance carrier against the UNDP;
8.4.3 Provide that the UNDP shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.
8.5 The Contractor shall, upon request, provide the UNDP with satisfactory evidence of the insurance required under this Article.

9.0 ENCUMBRANCES/LIENS:

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

10.0 TITLE TO EQUIPMENT:

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

equipment determined to be damaged or degraded beyond normal wear and tear.

11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

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

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

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

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

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

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

13.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

14.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

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

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

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

14.4 The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in or for any areas in which the UNDP is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas or to any incidents of civil unrest occurring in such areas shall not, in and of itself, constitute force majeure under the Contract..

15.0 TERMINATION

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

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

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

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

16.0 SETTLEMENT OF DISPUTES

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

16.2 **Arbitration:** Any dispute, controversy, or claim between the Parties arising out of the Contract or the breach, termination, or invalidity thereof, unless settled amicably under Article 16.1, above, within sixty (60) days after receipt by one Party of the other Party's written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. For all evidentiary questions, the arbitral tribunal shall be guided by the Supplementary Rules Governing the Presentation and Reception of Evidence in International Commercial Arbitration of the International Bar Association, 28 May 1983 edition. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Contract, order the termination of the Contract, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Contract, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 ("Interim Measures of Protection")

and Article 32 (“Form and Effect of the Award”) of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Contract, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate (“LIBOR”) then prevailing, and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.

17.0 PRIVILEGES AND IMMUNITIES:

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

18.0 TAX EXEMPTION

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

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

19.0 CHILD LABOUR

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

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

20.0 MINES:

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

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

21.0 OBSERVANCE OF THE LAW:

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

22.0 SEXUAL EXPLOITATION:

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

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

23.0 AUTHORITY TO MODIFY:

Pursuant to the Financial Regulations and Rules of UNDP, only the UNDP Authorized Official possesses the authority to agree on behalf of UNDP to any modification of or change in this Contract, 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 Contract signed by the Contractor and jointly by the UNDP Authorized Official.

ANNEX 4 - TERMS OF REFERENCE (TOR) FOR THE PROVISION OF CANTEEN AND CATERING SERVICES

1. BACKGROUND

1.1 Number of staffs: UN Timor-Leste employs approximately 200 staff members. It is estimated that approximately 12.5% staff members regularly purchase breakfast and up to 17.5% staff buy lunch items. Approximately 10% staff purchase a range of good quality coffees daily. These numbers fluctuate daily due to staff travelling commitments and visitors attending conferences and meetings.
1.2 Nationalities Present: UN Timor-Leste employs various nationalities and religions. Tenders therefore, should reflect this diversity and the special demands displace on the canteen to provide as varied and acceptable menu as possible.
1.3 Languages spoken: English, Tetum, Portuguese and Indonesian. The serving staff somehow required to understand basic English for communication means, and other languages would be advantageous.
1.4 Premises: A provision of canteen service is required for UN Timor-Leste at the UN Compound located in Caicoli Street, Dili, Timor-Leste.
1.5 UN Timor-Leste Compound facilities comprise one separate kitchen within adjacent proximity from the canteen serving area. Located in the building alongside the UN Conference Room D.
1.6 The food is to be prepared in the Kitchen. The timely carriage of the food, in a safe and hygienic manner is the responsibility of the Canteen service provider.
1.7 The Canteen area is fully equipped and hosts up to 30 people seated in a total surface of 150 square meters.

2. OBJECTIVES

2.1 UN Timor-Leste seeks to establish a contract for the provision of canteen service at the UN Compound, located at Caicoli St., Dili, Timor-Leste.
2.2 The scope of the contract is to provide balanced, healthy and appetizing meals (breakfast, lunch, hot and cold beverages, and snacks) to UN Timor-Leste staff and its visitors within the premises.

3. ADDITIONAL INFORMATION

3.1 A varying number of external visitors occasionally use the canteen and its facilities.
3.2 During the last 12 months, the number of visitors was approx. 500, of whom approximately 80% received at the canteen. Service ranging from a cup of coffee to a full lunch.
3.3 In addition, UN Timor-Leste hosts some big number of workshops which require specific hospitality requirements. Such events are preplanned, and requests made in advance for special requirements.
3.4 The Compound of UN Timor-Leste are smoke free environments and smoking is not permitted on the premises. Accordingly, it is not permitted to sell tobacco products in the canteen.

4. SCOPE OF WORK

4.1 Opening hours:
The recommended opening hours are:
07.30 hours to 17.30 hours (Monday to Friday), whereby;

- 08.00 to 09.30 breakfast
- 11.30 to 14.00 lunch

- 13.30 to 14.00 for any last-minute requests (late lunch), including coffee and snacks
- 16:00 to 17.00 afternoon snack

4.2 Breakfast and lunch must be available in the Kitchen in time for the breaks of the staff for breakfast and at 11:30 (30 minutes) for lunch.
4.3 Food must be provided every day of the year, except Saturdays, Sundays and any UN specific holidays. The list of UN Timor-Leste holidays will be provided to the canteen service provider at the beginning of the year.
4.4 Payment at the canteen: To facilitate payments, the contractor must provide a cash. Additional alternative suggestions are also welcomed (e.g. CHQ, EFT or pre-paid voucher systems).
4.5 The cash shall be provided by the canteen service provider. The Contractor should state which technical requirements would be needed in connection with the CHQ payment method or EFT.
4.6 Menu and price list: The contractor shall submit latest one week in advance the menu for the following week with information about the nutritional values, written in English to be published on the menu sets. The menu and price list should be posted visibly in the canteen area.
4.7 Deliverables: The main task is to offer to UN Timor-Leste staff breakfast, coffee/tea, lunches, fruit, drinks and sweets etc. Menus are at the discretion of the bidder but must reflect the mix of nationalities and religions referred to above. For the purposes of this tender Contractors are encouraged to consider a la carte style arrangement consisting of for example:
a) **Hot beverages:** a full range of coffee, black, decaffeinate, espresso, American, cafe latte, and cappuccino made of freshly grounded coffee beans as well as a full range of flavors for tea (black, green, red, and any herbal tea) and hot chocolate, sugar and milk.
b) **Cold beverages:** a full range of smoothies, bottled and canned fizzy drinks. A range of fresh fruit juices shall also be offered, together with both still and sparkling water.
c) **Breakfast:** Hot drinks (good quality coffee machines offering a range of different options, tea), cold drinks (milk, juices, etc.), bread, butter, cheese, cold cuts (e.g. ham), marmalade/jam, pastry, fresh fruit, yogurt, etc.
d) **Lunch:** Warm dishes of the day: at least two hot dishes shall be provided daily, one of them a vegetarian alternative. At least ones a week, fish dish to be provided.
e) **Sandwiches/salads/soups:** a variety of fresh sandwiches, salads and soups including a vegetarian alternative shall be provided, to give the option of having a small lunch in the building.
f) **Snacks:** Salty snacks, Sweet snacks.
g) **Fruit:** a selection of local organic fruits shall be offered on a seasonal basis.
h) **Pastries:** a selection of pastries and biscuits shall be proposed; local specialties would be particularly welcome.
Note:

- Information on Gluten or Lactose content in the products would be welcome as well as alternatives without Gluten or Lactose. During the implementation of the contract, the awarded contractor may provide additional suggestions and propose a sample menu, as necessary, along with a pricing structure.
- Food consumption: contractor is strongly recommended to provide organic food serving (local production). Exertions as to reduce the use of frozen (imported) food are appreciated in this regard.

4.8 Catering for official functions/meetings/special events:
4.8.1 The Contractor should be aware that the UN Timor-Leste occasionally hosts conferences and meetings requiring catering services for coffees, lunches and dinners/receptions both on and off the main UN Timor-Leste premises.

4.8.2 Successful Contractor will be required to demonstrate the capacity and expertise to accommodate these requirements. Catering for meetings, workshops, conferences for 10-50 persons might be requested occasionally including receptions and gatherings for up to 100 persons.
a) Breakfast Type 1: Coffee, tea, water, milk, sugar & sweetener; pastry; including service & disposable service items.
b) Breakfast Type 2: Coffee, tea, juice, water, milk, sugar & sweetener; pastry, bread/ rolls, rye bread, butter, jam, cheese, fruit; including service & disposable service
items.
c) Lunch type 1: Packed lunch, typically consisting of rice with five various side dishes and soft drinks.
d) Lunch type 2: Cold buffet style, typically consisting of sandwiches and soft drinks.
e) Lunch type 3: Buffet style, typically consisting of three courses (incl. vegetarian), composition at the discretion of the chef and the requesting unit, with water and soft drinks.
4.8.4 The successful Contractor will also be required to prepare, serve and clear coffees requested for meetings. Bidders will be required to identify the cost of this service (per person).
a) Coffee Type 1: Coffee, tea, milk, sugar, sweetener, jugs of water; pastry, fruit
b) Coffee Type 2: Coffee, tea, milk, sugar, sweetener, jugs of water, smoothie; pastry, fruit cut, vegetable sticks
c) Coffee Type 3: Coffee, tea, milk, sugar, sweetener, jugs of water, smoothie; quiche, wrap, pizza; vegetable sticks w/dip or pastry.
4.8.5 Orders for UN Timor-Leste Agencies official functions will be placed in writing and the canteen service provider will be responsible for clarifying any uncertainties with UN Timor-Leste Agencies. Such orders must be signed and clearly dated by UN Timor-Leste Agencies. The contractor shall be responsible for delivering orders in accordance with the written request/order and for issuing a consolidated invoice at the end of every calendar month. A copy of all the orders for that month must be attached to the invoice.

5. PRICES

a) For the canteen service mentioned above, the customers will make payments directly at the counter.
b) The prices in the canteen shall be included in TOR (Please refer to ANNEX 1 A - FINANCIAL PROPOSAL FORM).
c) Prices submitted in response to this tender must be inclusive of all costs involved in the performance of the contract (e.g. to include delivery, supply and installation, maintenance of
equipment).

6. REPORTING REQUIREMENTS

6.1 The contractor will in addition be required:
a) To monitor and report the quality of the work carried out by his staff by means of regular quarterly meetings with the UN representative, the intervals of such meetings shall be agreed between the contractor and the UN Timor-Leste's representative shortly after signing of the contract;
b) To nominate a team leader to perform the same tasks as the other contractor's staff members with the following additions:
c) S/he shall organize, supervise, guide and monitor the work of the other employees of the contractor;
d) S/he shall act as the main point of contact between the contractor's staff and the UN Timor-Leste Staff representative in practical day-to-day issues;
e) S/he shall train the contractor's newly recruited staff and familiarize them with the UN Timor-Leste's premises and procedures;

7. QUALIFICATION REQUIREMENTS/STRUCTURE FOR PROPOSAL

7.1 Description of the company: Please include the following information in your proposal:
Name of company and contact person, address, telephone & fax numbers, e-mail address, website (if any), date or establishment of company, name of owner and number of employees.
Include information about the service you provide now; i.e. number of corporate customers (if applicable) and data on yearly turnover/income/profit for the past 3 years.
7.2 Profile of your Key Personnel for the assignment: Please provide the detailed profile of your key personnel. This must include their basic professional working experience relevant to this area, .
The catering staff must meet the minimum requirements of expertise, i.e. must hold a minimum skill on food hygiene, preparation and serving.
7.3. Experience and evidence of providing similar services in the past 3 years:
Descriptions of recent experience and business volumes with your largest clients with emphasis on customers of a comparable size to UN Timor-Leste must be provided as part of the proposal.
7.3.1 References: List the names of at least 1 client with a similar number of staff and set-up as UN Staff. Please provide the names, full contacts including the address, phone numbers and e-mail address of your reference focal person, approximate annual volume of business for each reference. For ease of comparison, please use the structure on the table provided in **Annex 3**.
7.3.2 Health Safety and Environment: Please provide the details of your HSE policy technical proposal their statement and policy on HSE as well as provide detailed information on how to prepare and serve food as well as dispose waste and cleaning of the canteen and equipment in line with the best practices, in general, please provide the detailed information of how you intend to use your HSE policy in the implementation of the contract.
7.3.3 Quality Control, Hygiene & Risk Assessment and mitigations. Also, please provide detailed information about your quality control and hygiene mechanism put in place in the company and that will be put in place during the implementation of the contract including handling, storage and disposal of foods and wastages, cleaning of the canteen, equipment, cold storages etc. The bidders will also be expected to identify various risks that may be associated with the implementation of the contract and their proposed mitigation measures.
7.3.4 Cleaning and hygiene. The cleaning and associated costs of the cooking, preparation and serving area is the sole responsibility of the Contractor. The kitchen must be maintained in accordance with recognized best practice and to the standards laid down by the Timorese respective authorities. The UN Timor-Leste insists that the successful Contractor implements a well-documented self-system control.
7.3.5 Quality assurance System. The Canteen Committee will be required to provide an effective method of monitoring and managing quality. This should include details of customer satisfaction levels, quality standards, ingredients, quantities, preparation and service methods. The Contractor should also be able to demonstrate how catering staff have been trained in the implementation of the quality standards.
7.3.6 Canteen Personnel. Personnel employed by the canteen service provider for work in canteen at UN Timor-Leste premises are in every respect regarded as employees of the Contractor. The selected canteen service provider shall be responsible for assuming all employer related responsibilities for the personnel engaged by him/her, and for fulfilling all obligations and commitments in relation to all relevant Timorese authorities. The Contractor shall be responsible for making the appropriate salary payments, social expenditures and insurance arrangements for staff working in the cafeteria. The Contractor will assume total responsibility for contracted staff behavior and performance as well as to

take care of the training of the staff, their substitute, and back up in cases of unavailability such as illness and annual leave. Only personnel with a clean criminal record can obtain access to UN Timor-Leste premises and the canteen service provider is responsible for ensuring that this is the case for all personnel assigned to UN Timor-Leste. **Note**: staff under age of 17 must not be accepted to work.
7.3.8 Heath Status of Canteen personnel. At all times, all canteen personnel must be healthy and be free from all viral and bacterial infection all types of infectious diseases and the contractor must be able to provide the certificate of health status of all their staff upon UN Timor-Leste request. There will be no requirement to take over staff when starting a contract for canteen services at UN Timor-Leste, nor will this be considered when the contract ends.
7.4 The following will be provided / arranged by the Contractors:

a) Equipment and utensils

1) All kitchen apparatus;
2) Repair and servicing of kitchen apparatus;
3) Cutlery and crockery will be provided, and the stock maintained;
4) Tables and chairs are provided for the internal cafeteria area; however, it is anticipated that the Contractor will keep the surface of the tables clean and tidy on a constant basis;
5) Cleaning of the cafeteria sitting area will be part of the daily general cleaning routine of the cleaning company contracted by UN Timor-Leste.
6) Air conditioner.

Note:

The cash register must be provided by the Contractor. The Contractor will be required to manage this stock and complete an inventory return on an annual basis. Damage caused to equipment through misuse or negligence will be charged to the Contractor.

Consumables: All condiments (sugar, salt, pepper, mustard, ketchup, etc.), cleaning agents, napkins, etc. necessary for the operation of the canteen facility will be provided by the Contractor.

b) Electricity and water

Utilities will be provided to the Contractor and to be paid by the Contractor. The Contractor will be required to manage these facilities to ensure the efficient and responsible use of the Customer's resources.

d) Waste removal

UN Timor-Leste will be responsible for the removal of the waste once it has been sorted and put into containers by the contractor.
7.5 Usage of UN Timor-Leste Premises: The canteen premises and the kitchen shall be used only for the contract i.e. to prepare and service food meant for UN Timor-Leste only, any unauthorized use of the UN Timor-Leste premises or resources by the service provider shall be considered as breach of contract and may be considered a sufficient ground for contract termination.
7.6 Certification by the Timor-Leste Authority.
7.7 Inspection of the Kitchen and the Canteen Premises: At any point in time, UN Timor-Leste reserves the right to conduct a schedule or an unscheduled inspection of the canteen and the kitchen premises, UN Timor-Leste also reserves the right to invite the Timor-Leste Authority to come for inspection of the canteen and the premises.
7.8 Survey and Performance Evaluation: It is expected that at least every six months, the service provider shall conduct a general survey with the UN Timor-Leste staff, all the survey questions and overall feedback must be shared with the UN Timor-Leste focal person managing the Canteen contract. UN Timor-Leste also reserves the right to conduct a survey with the staff members about the canteen. All cost associated with the survey conducted by the canteen shall be borne by the canteen

and UN Timor-Leste shall be responsible for all cost associated by the survey by UN Timor-Leste shall be borne by UN Timor-Leste.
7.9 Other: Working clothes for the staff, obtain new clothes as needed and arrange for the cleaning of working clothes, should be responsibility of the contractor.

8. EVALUATION AND SELECTION OF BIDS RECEIVED:

8.1 All received proposals will first be reviewed for 100% with the mandatory requirements and only those proposals that are fully compliant will be considered for technical proposal evaluation using the evaluation criteria listed below:
8.2 Mandatory Requirement:
a) Registered/Authorized to do canteen/related business in Timor-Leste.

8.3 Technical Evaluation Criteria:

Technical Criteria	**Technical Sub-criteria**	**Maximum Points**
Part A	**Overall Response**	**24**
Overall Response	Understanding of requirement and responsiveness of proposal to requirement – Completeness of response	8
	Quality assurance/mechanism, risk assessment and mitigation measures, HSE standards, etc.	8
	Sample proposed menu	8
Part B	**Experience and Expertise of Company**	**21**
Experience and Expertise of company	Relevant Experience and expertise of company in offering canteen services and in offering similar services to UN agencies, INGO's multinational organizations or in a multicultural settings	21
Part C	**Experience and Expertise of Key Personnel**	**21**
Experience and Expertise of Key Personnel	Key technical skills/expertise of personnel (Please attach resume of key personnel)	15
	Level of education and qualification of key personnel including working knowledge of English language	6
Total Maximum obtained for Technical Criteria	(Note: the total maximum score must be equivalent to the weight assigned to the technical score) **Minimum score for technical compliance - 49**	**70**

8.4 Financial Proposal Evaluation:

8.4.1 All the proposals that scored the minimum 70% (42 points) and above in the technical evaluation shall be considered for the financial evaluation.
8.4.2 For the purpose of evaluation, the service providers will be requested to provide the prices per sample menu as per the TOR on the financial proposal evaluation schedule on Annex 1 A and 1 B.
The unit price per sample menu will be multiplied by the estimated quantity per menu type and multiplied by the total number of estimated working days per annum to get an estimated annual total price proposal per menu category. The total estimated annual amount will be used for the financial proposal evaluation.
8.4.3 The proposals that offers the lowest price shall be awarded 40 points and the remaining financial proposals shall have the score calculated thus:

8.5 Selection and Award Criteria:

On completion of the technical and financial evaluations, the two scores as per the 60/40 criteria for each product group (each lot) will be combined and award will be made to the bidder with the overall highest combined scores.

8.6 DURATION OF THE LTAs:

8.6.1 The successful service provider is expected to commence on the 01 November 2018 and the LTAs will be for an initial period of 12 months subject to extension for another 24-month subject with approbation of 6 months period to satisfactory performance of the service provider.
8.6.2 After signature of the contract, a kick-off meeting will be held at UN Timor-Leste premises to settle all the details. It is expected that the team leader of the contractor, responsible for the services, will be present at the meeting.

9. ADMINISTRATIVE REQUIREMENTS

9.1 Management: UN Timor-Leste will provide a single point of contact for the canteen service provider for the duration of the contract.
9.2 Payment and invoicing:
9.2.1 The canteen service provider shall register all sales in the sales register and collect the money paid by the canteen users.
9.2.2 For catering services for UN Timor-Leste official functions, the canteen service provider shall submit an invoice and statement of account at the end of each month. All invoices must have the approved orders attached and if the invoice does not conform to the orders issued by UN Timor-Leste during the period covered by the invoice, UN Timor-Leste shall only pay for the authorized orders.
9.2.3 UN Timor-Leste is a tax exempted organization as such, all invoices submitted for services shall be exclusive of VAT and all taxes. Kindly confirm that this is acceptable to your organization and all payment shall be made in Timor-Leste currency USD.

CANTEEN and CATERING SERVICES
ANNEX 1 A - FINANCIAL PROPOSAL FORM

COMPANY NAME:

Signature Date:

Prices should be quoted free of all duties, taxes and other charges including VAT, as the UN Timor-Leste is exempt from such charges under UN General Terms and Conditions for Institutional/Corporate Contracts Article 5 TAX EXEMPTION
The total price must be fixed and include all costs (delivery, project management, quality control, support resources, etc.) and all expenditure (management of the firm, secretarial services, social security, salaries, etc.) incurred directly and indirectly by the contractor in performance of the tasks.
For evaluation, the following table with the details will be used:

S/N	Canteen services for staff and visitors	Estimated Quantity per annum	Unit Price (TOR)	Total Price (TOR)	Note
1	Black coffee, tea/cup (cup = 350ml)	1000			
2	Cappuccino, café latte/cup (cup = 350ml)	1000			
3	Breakfast – bread, fried and boiled banana, cake roll, cakes, excl. coffee/tea	2000			
4	Main course/hot meal	2500			
TOTAL					

Also provide the prices of all the meals/drinks offered by your company on the table below:

S/N	Canteen services for staff and visitors	Unit Price (TOR)	Total Price (TOR)	Note
1	Black coffee, tea/cup (cup = 350ml)			
2	Cappuccino, café latte (cup = 350ml)			
3	Fresh juice/cup (cup = 350 ml)			
4	Smoothie /cup (cup = 350 ml)			
5	Bottled and canned drink			
6	Breakfast – bread, fried and boiled banana, cake roll, cakes, excl. coffee/tea			
7	Sandwich, sausage rolls			
8	Main course/hot meal			
9	Fruit			
10	Soup			
11	Salad			
12	Lunch menu-proposal 1 (Main course + side dishes + salad)			
13	Lunch menu-proposal 2 (Main course + side dishes + soup)			
14	Lunch menu-proposal 3 (Main course + side dishes + soup + salad)			
TOTAL				

CANTEEN and CATERING SERVICES

ANNEX 1 B - FINANCIAL PROPOSAL FORM (CATERING SERVICES for OFFICIAL FUNCTIONS/MEETINGS/RECEPTIONS/LUNCHES)

COMPANY NAME:

Signature Date:

a) Breakfast Type 1: Coffee, tea, water, milk, sugar & sweetener, fried banana, cake-roll, boiled banana/cassava/sweet potato with budu.
b) Breakfast Type 2: Coffee, tea, juice, water, milk, sugar & sweetener; pastry, bread & egg, bread & butter/jam/cheese, fruit.
c) Lunch type 1: Packed lunch, typically consisting rice and side dishes.
d) Lunch type 2: Cold buffet style, typically consisting of sandwiches and soft drinks.
e) Lunch type 3: Buffet style, typically consisting of three courses (incl. vegetarian), composition at the discretion of the chef and the requesting unit, with water and soft drinks.
f) Coffee Type 1: Coffee, tea, milk, sugar, sweetener, jugs of water; pastry, fried banana, cake-roll, boiled banana/cassava/sweet potato with budu, fruit.
g) Coffee Type 2: Coffee, tea, milk, sugar, sweetener, jugs of water, smoothie; pastry, fruit cut.
h) Coffee Type 3: Coffee, tea, milk, sugar, sweetener, jugs of water, smoothie; pastry, pizza.

CATERING SERVICES for OFFICIAL FUNCTIONS/MEETINGS/RECEPTIONS/LUNCHES					
S/N	Items	**Unit Price (per person) in DKK (excl. VAT)***			
		For up to 10 persons	For 10 to 30 persons	For 30 to 50 persons	For above 50 persons
	Estimated number of events per annum	50	40	10	10
1	**Breakfast Type 1**				
2	**Breakfast Type 2**				
3	**Lunch type 1**				
4	**Lunch type 2**				
5	**Lunch type 3**				
6	**Coffee type 1**				
7	**Coffee type 2**				
8	**Coffee type 3**				

*Delivery terms: within Dili, Timor-Leste as per the order

Annex 2 - Mandatory Requirements Compliance Sheet

Note: All bidder must complete this document and attached the relevant document to support the submission.

S/N	Mandatory requirement	YES	NO
1	The catering staff meet the minimum requirements of expertise (i.e. cooking & serving and certificate from a recognized course in hygiene and food preparation would be an advantage). Please provide the following documents: • a copy of the certificate • Additional statements to attest to any required periodic check-ups may also be required, as necessary to ensure ongoing compliance		
2	Registered/Authorized to do canteen/related business in Timor-Leste		

Annex 3 - References List

List the names of 1-2 (preferably 1) clients with a similar number of staff and set-up as UN Timor-Leste. Please provide the names, full contacts including the address, phone numbers and e-mail address of your reference focal person, approximate annual volume of business for each reference. For ease of comparison, please use the structure on the table below:

S/N	Name of references (s)	Full Address	Detailed contact information	Number of years contract	Volume of business
1					
2					