



REQUEST FOR QUOTATION (RFQ) (Goods)

UNITED NATIONS DEVELOPMENT PROGRAMME SIERRA LEONE	DATE: November 2, 2018
	REFERENCE: SLE/RFQ/2018/027

Dear Sir / Madam:

We kindly request you to submit your quotation for Procurement of Catering Services for the UNDP Staff Canteen located within the office premises at Fourah Bay Close, Main Motor Road, Wilberforce Sierra Leone. Please note that the successful bidder will sign a three (3) years Long Term Agreement (LTA) with UNDP and this agreement will be review annually. In a bid to facilitate this exercise, UNDP will provide canteen space, furniture and some kitchen utensils, as detailed in Annex 1 (scope of works) of this RFQ. When preparing your quotation, please be guided by the form attached hereto as Annex 2.

Quotations may be submitted on or before **Close of Business (5:00pm) November 15, 2018** and via (choose appropriate box) ☐ *e-mail*, ☐ *courier or mail* to the address below:

United Nations Development Programme
55 Wilkinson Road
Freetown
procure.sle@undp.org

Quotations may be submitted by hand or courier services as indicated above and must reach the UNDP office on or before the deadline. Quotations submitted by hand should be registered in a bid submission form and deposited in the Tender Box located by the door to the office of the Deputy Country Director (Operations), Ground Floor in the presence of the bidder or representative. Quotation delivered elsewhere than the specified place and does not follow the explained procedure shall be disqualified.

It shall remain your responsibility to ensure that your quotation reach's the address above on or before the deadline. As mentioned, quotations that are submitted to UNDP after the deadline indicated above, for whatever reason, shall not be considered for evaluation.

Please take note of the following requirements and conditions pertaining to the procurement of the catering services as explained in detail in the specifications.

[Date]

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Delivery Terms [INCOTERMS 2010] (Pls. link this to price schedule)	<input type="checkbox"/> FCA <input type="checkbox"/> CPT <input type="checkbox"/> CIP <input checked="" type="checkbox"/> DAP <input type="checkbox"/> Other	
Exact Address/es of Delivery Location/s	Fourah Bay Close, Main Motor Road, Wilberforce Sierra Leone.	
UNDP Preferred Freight Forwarder, if any	N/A	
Distribution of shipping documents (if using freight forwarder)	N/A	
Latest Expected Delivery Date and Time (if delivery time exceeds this, quote may be rejected by UNDP)	<input checked="" type="checkbox"/> Mondays to Fridays and as per special needs <input checked="" type="checkbox"/> As per Delivery Schedule attached Time: Throughout office hours Time Zone of Reference: Sierra Leone Local Time	
Delivery Schedule	<input checked="" type="checkbox"/> Required (Daily Menu) <input type="checkbox"/> Not Required	
Packing Requirements	N/A	
Mode of Transport	<input type="checkbox"/> AIR <input type="checkbox"/> SEA	<input checked="" type="checkbox"/> LAND <input checked="" type="checkbox"/> OTHER
Preferred Currency of Quotation	<input type="checkbox"/> United States Dollars <input checked="" type="checkbox"/> Local Currency: Sierra Leone Leones but the equivalent amount should be stated in United States Dollars <input type="checkbox"/> Euros	
Value Added Tax on Price Quotation	<input checked="" type="checkbox"/> Must be exclusive of VAT and other applicable indirect taxes <input type="checkbox"/> Must be inclusive of VAT and other applicable indirect taxes	
After-sales services required	<input checked="" type="checkbox"/> Regular/adjustable menu <input checked="" type="checkbox"/> Positive response to feedback from staff/consumer <input checked="" type="checkbox"/> Flexibility to UNDP settings <input type="checkbox"/> Others	
Deadline for the Submission of Quotation	COB, Thursday, November 15, 2018	
All documentations, including catalogs, instructions and operating manuals, shall be in this language	<input checked="" type="checkbox"/> English <input type="checkbox"/> French <input type="checkbox"/> Spanish <input type="checkbox"/> Others	
Documents to be submitted	<input checked="" type="checkbox"/> Quotation containing variety of food and drinks with prices, menu of standard restaurant. UNDP reserves the right to award only one of the quotes.	

	<input type="checkbox"/> Confirmation that licenses of this nature have been obtained in the past and an expectation of obtaining all the necessary licenses should the quotation be selected; <input type="checkbox"/> Quality Certificates (ISO, etc.); <input checked="" type="checkbox"/> Latest Business Registration Certificate; <input checked="" type="checkbox"/> Latest Internal Revenue Certificate / Tax Clearance; <input type="checkbox"/> Manufacturer's Authorization of the Company as a Sales Agent (if Supplier is not the manufacturer); <input type="checkbox"/> Certificate of Exclusive Distributorship in the country (if applicable, and if Supplier is not the manufacturer); <input type="checkbox"/> Evidence/Certification of Environmental Sustainability ("Green" Standards) of the Company or the Product being supplied; <input type="checkbox"/> Complete documentation, information and declaration of any goods classified or may be classified as "Dangerous Goods". <input type="checkbox"/> Patent Registration Certificates (if any of technologies submitted in the quotation is patented by the Supplier); <input checked="" type="checkbox"/> Written Self-Declaration of not being included in the UN Security Council 1267/1989 list, UN Procurement Division List or other UN Ineligibility List; <input type="checkbox"/> Others
Period of Validity of Quotes starting the Submission Date	<input type="checkbox"/> 60 days <input type="checkbox"/> 90 days <input type="checkbox"/> 120 days <input checked="" type="checkbox"/> <u>Prices shall remain unchanged for the full duration of the agreement, except if and when UNDP deems to review the prices but, in this case, it shall be on an annual bases (but not guaranteed).</u> In exceptional circumstances, UNDP may request the Vendor to extend the validity of the Quotation beyond what has been initially indicated in this RFQ. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Quotation.
Partial Quotes	<input type="checkbox"/> Not permitted <input type="checkbox"/> Permitted <input checked="" type="checkbox"/> Composition of menu and variety
Payment Terms	<input checked="" type="checkbox"/> operational/based on sales <input type="checkbox"/> Others
Liquidated Damages	N/A
Evaluation Criteria	<input checked="" type="checkbox"/> Technical responsiveness/Full compliance to requirements and best price¹ <input checked="" type="checkbox"/> Full acceptance of the PO/Contract General Terms and Conditions [this is a mandatory criterion and cannot be deleted regardless of the nature of services required] <input checked="" type="checkbox"/> Menu and Variety <input type="checkbox"/> The made/make of the products <input type="checkbox"/> The Expiring date of the products

UNDP will award to:	<input checked="" type="checkbox"/> One and only one supplier <input type="checkbox"/> One or more Supplier
Type of Contract to be Signed	<input type="checkbox"/> Purchase Order <input checked="" type="checkbox"/> Long-Term Agreement ² (if LTA will be signed, specify the document that will trigger the call-off. E.g., PO, etc.) <input type="checkbox"/> Other Type/s of Contract
Special conditions of Contract	<input checked="" type="checkbox"/> Cancellation of agreement if services is not commendable <input type="checkbox"/> Others
Conditions for Release of Payment	<input checked="" type="checkbox"/> Passing Inspection <input checked="" type="checkbox"/> full adherence to agreed menu or acceptable innovative varieties <input checked="" type="checkbox"/> General service delivery <input type="checkbox"/> Completion of Training on Operation and Maintenance <input type="checkbox"/> Written Acceptance of Goods based on full compliance with RFQ requirements <input type="checkbox"/> Others
Annexes to this RFQ	<input checked="" type="checkbox"/> Scope of work (Annex 1) <input checked="" type="checkbox"/> Form for Submission of quotation (Annex 2) <input checked="" type="checkbox"/> General Terms and Conditions/special Conditions (Annex 3) <input type="checkbox"/> Others Non-acceptance of the terms of the General Terms and Conditions (GTC) shall be grounds for disqualification from this procurement process.
Contact Person for Inquiries (Written inquiries only) ³	Yonah Samo Procurement Specialist Email: yonah.samo@undp.org Email: Procure.sle@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.

Services offered shall be reviewed based on completeness and compliance of the quotation with the minimum specifications described above and any other annexes providing details of UNDP requirements.

The quotation that complies with all of the specifications, requirements and offers the best value for money, as well as all other evaluation criteria indicated, shall be selected. Any offer that does not meet the requirements shall be rejected.

Any discrepancy between the unit price and the total price (obtained by multiplying the unit price and quantity) shall be re-computed by UNDP. The unit price shall prevail and the total price shall be corrected. If the supplier does not accept the final price based on UNDP's re-computation and correction of errors, its quotation will be rejected.

At any time during the validity of the quotation, 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 quotation.

Any Purchase Order that will be issued as a result of this RFQ shall be subject to the General Terms and Conditions attached hereto. The mere act of submission of a quotation implies that the vendor accepts the General Terms and Conditions of UNDP herein attached as Annex 4.

UNDP is not bound to accept any quotation, nor award a contract/Purchase Order, nor be responsible for any costs associated with a Supplier's preparation and submission of a quotation, regardless of the outcome or the manner of conducting the selection process.

Please be advised that 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/business/protest-and-sanctions.html>

UNDP encourages every prospective Vendor to avoid and prevent 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, specifications, cost estimates, and other information used in this RFQ.

UNDP implements a zero tolerance on fraud and other proscribed practices, and is committed to identifying and addressing all such acts and practices against UNDP, as well as third parties involved in UNDP activities. UNDP expects its suppliers 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 quotation.

Sincerely yours,



Procurement Specialist

November 2, 2018

SCOPE OF WORKS CATERING SERVICES FOR UNDP

INTRODUCTION:

The UNDP premises in Sierra Leone is a 7 floor building located at Fourah Bay Close, Main Motor Road, Wilberforce. The building comprises of office space, conference and meeting facilities, registry, storage and other ancillary areas. Facilities include back-up power and water reserves and active security systems. It currently houses only the UNDP and other UN Agencies, with approximately 120 staff. Tendering for this contract is undertaken by the United Nations Development Programme (UNDP) in Sierra Leone.

Article 1.

General Conditions of the Contract

The Contractor shall operate the **Cafeteria**, specified in article (2 & 3), and located at Fourah Bay Close, Main Motor Road, Wilberforce, (hereinafter referred to as the "the facilities") on the basis of self-financing. UNDP will provide, subject to the conditions laid down in articles (6) and (7) the required space which shall be refurbished by the contractor. Accordingly, the Contractor will be responsible for the provision of the additional needed equipments/services to operate the cafeteria properly, cash registers, glasses, cutlery, food supplies, payrolls, insurance, communications and all other things required to provide suitable catering services at the cafeteria as well as for ad hoc meetings, as well as the profits or losses attained.

Article 2.

Food and Beverages –Pricing and Menus

2.1 The Contractor shall prepare nutritional food and beverages, which would be attractive to a public from different nationalities and different cultural and religious backgrounds. The Menus shall be approved by the UNDP welfare committee responsible for the supervision of the cafeteria. In addition, the Contractor should provide a range of goods and services that will also meet the food requirements and budgetary realities of local staff as well as of internationally recruited staff, subject to the mutual agreement of both UNDP and the contractor. The proposed scheme for pricing and menus is described in Annex. 1 (the table)

2.2 UNDP does not guarantee any minimum quantity of ad-hoc catering services that will be rendered under this Contract. However there are currently an average of 65 staff and visitors in the building each working day of the week.

2.3 Official Functions

Catering for official functions is a major source of additional revenue from food and beverage services at UNDP Premises. The UNDP proposes to provide the Contractor with the sole right to offer such services, subject to review by the end of the first 3 months of the term of the Contract and every quarter thereafter, taking into consideration the Contractor's actual performance (on price, quality, timeliness and

responsiveness). In cases when such services are required, the contractor will be officially contacted and paid by the individual agency that needs its service.

Article 3.

Services to be provided by the Contractor

Equipment

3.1 UNDP shall provide all required equipments such as cutleries, utensils, condiment containers, glasses, crockery, ashtrays, appropriate containers, and all other items of a like nature, whether reusable or disposable as appropriate. The Contractor shall ensure that throughout the Contract period, the above mentioned shall be in sufficient quantities and in such a condition as will satisfy UNDP that the services are properly and fully furnished.

3.2 If so required, the Contractor shall bring its own additional equipment at its own risk and cost with prior approval of UNDP. The cost of repair and maintenance of this equipment shall be borne by the Contractor. A Copy of the inventory of this equipment will be submitted to UNDP prior to the commencement of the Contract and the same will be verified by UNDP within 5 days after the Contract commences. Failure to provide the required inventory may render your proposal invalid.

3.3 The Contractor shall provide at its own cost and risk, all other items required for delivery, storage, cooking, serving, cleaning and waste disposal, apart from those facilities and items which are provided by UNDP or whose provision as described elsewhere in the Contract. The Contractor shall be entirely responsible for cleaning, maintaining and replacing all such items to the satisfaction of UNDP. A detailed list indicating capacity, usage (electricity/gas) and rating (KW) of any additional equipment other than those supplied shall be provided to UNDP. The equipment will be inspected before installation for defects, suitability and connectivity to the existing provisions by UNDP. No additional equipment shall be installed without written request and permission granted by UNDP. It's UNDP's policy to house equipment products that have least negative impact on the environment. In this reference, all cooling and refrigeration equipment proposed by the caterer should be charged only with R134a or R404a refrigerant gases. Consequently all heating (e.g. cookers, ovens etc.) proposed by the caterer are to be LPG gas operated only with all safety, gas leak detection, alarm indicators, buzzers and controls. Copy of the inventory of this equipment will be retained by UNDP. The caterer's staff working with the relevant equipment should be knowledgeable on the operation of the particular equipment and on all safety measures.

3.4 The Contractor shall be entirely responsible for all replacements of their equipments as stated in article 3.3 whether due to breakage, theft or any other reason, and shall maintain adequate stocks of all items for such replacement purposes.

Laundry/ Cleanliness

3.5 Laundry of all table cloths, towels, napkins, uniforms and the like shall be the sole responsibility of the Contractor and shall be carried out outside the UNDP Building. The Contractor shall be entirely responsible for keeping clean, at all times, all areas occupied by it for the purpose of fulfilling this Contract, including those areas where services are being provided, and immediate adjacent areas and shall provide, at its own cost, all cleaning, washing and polishing materials and equipments as well as all disposable items used or required by the Contractor's staff to carry out their duties according to this Contract.

3.6 In addition to carrying out regular user surveys, UNDP shall have the right to inspect all premises occupied by the Contractor at any time without notice in order to ascertain that cleanliness and hygiene of premises, food, equipments and utensils, staff and uniforms are satisfactory. UNDP may issue written instructions with regard to cleaning arrangements and any other matters of hygiene and the Contractor shall carry out those instructions with no delay (within 24 hours of such notification).

3.7 The Contractor shall maintain at all times, the catering areas in an excellent state of cleanliness and will be responsible for the cleanliness of the adjacent and surrounding areas as well as of the counter.

3.8 The Contractor shall notify UNDP in writing within 24 hours upon the occurrence of any event which, for reasons beyond its control, adversely or in any other way affects the services or the operations of the various terms of this Contract.

Personnel

3.9 The Contractor shall provide properly trained and supervised staff including supervisors and managers as necessary to provide satisfactorily, all the services in all areas at the times when the services are required. The Contractor's staff should be friendly, helpful and service oriented. The Contractor shall provide the relevant qualification certificates of its entire staff within 48 hours of such request by UNDP. The Contractor shall employ additional staff and replace unsatisfactory staff within reasonable time after the written request of the UNDP Operations Analyst expressing dissatisfaction with the services provided by the existing staffing arrangements. Changes in key staff such as Manager or supervisors shall be notified in advance to the UNDP Operations Analyst

3.10 The Contractor shall control its staff, servants and agents and ensure that their presence is restricted at all times to areas where services are being provided. The Contractor shall conform to all security requirements of UNDP, including but not limited to, access, parking/driving and entry passes. The Contractor shall allow entry to the areas occupied by them only to persons duly authorized by them as being required for the provision of the services. The staff of the Contractor shall be provided with ground passes by UNDP, whose validity shall only remain during the tenure of the Contract. The ground passes shall be surrendered to the UNDP upon expiry of Contract or whenever a staff member is no longer working at the UNDP Building

3.11 A complete list of the staff employed by category shall be submitted by the Contractor to the UNDP for approval, prior to signing of this Contract. The Contractor shall update this list whenever staff changes occur. The recruitment by the Contractor of senior staff, for service under this Contract, and whose names are not included in the original list shall be subject to approval by the UNDP, which approval shall not be unreasonably withheld. The staff thus recruited shall, at a minimum, possess qualifications and expertise equivalent to those of their predecessors.

3.12 The Contractor shall ensure that his/her employees are remunerated in accordance with his/her proposal but at the same time should comply with the prevailing Government of Sierra Leone labour laws. UNDP shall have the right to inspect Contractor's books to ensure adherence to the above.

3.13 The Contractor, at its own sole cost, shall supply uniforms in materials, design and colour which will be approved by UNDP and in sufficient quantities to discharge its (Contractor's) obligations under this Contract. The Contractor shall be responsible for the laundering of the said uniforms in a neat and clean

condition at all times. Faded and torn attire (including missing buttons) will not be acceptable. Comfortable/safety shoes should form part of the uniform.

3.14 The Contractor shall submit to UNDP Health Certificates of all active staff members, once every 6 months. The medical files of all such staff shall be available on the Site for examination at any time by UNDP. If deemed necessary, the UNDP Medical Service may require additional medical examination of the staff at the Contractor's cost.

Maintenance

3.15 Occupation and use of the premises and equipment are at the Contractor's own risk, and any willful neglect, default or negligence of the Contractor, its staff, servants or agents shall be the liability of the Contractor.

3.16 The Contractor as bailee thereof shall be responsible in all cases for the safe custody, care and operation of fittings, etc. being in its custody and under its control.

3.17 The Contractor shall use all possible economy in the consumption of the services, utilities and facilities provided free by UNDP and shall take immediate remedial action to eradicate any excess usage which may be caused by any equipment defect or ignorance/negligence of the Contractor's staff or equipment. If such excess usage is due to defects in equipment belonging to UNDP, the Contractor's shall promptly notify UNDP of such excess usage within 24 hours of such occurrence.

Waste Management

3.18 The Contractor shall remove from the site, at its own expense, any waste or offensive or scrap materials, at regular intervals and, in any case, shall do so immediately upon receipt of a request from UNDP to do so. The Contractor shall enforce strict hygiene standards in the disposal of unused cook food items. Such unused food items should be neatly packed in polythene bags before being disposed into the general waste containers. The area around the temporary garbage stop point shall be tidy and free from scrap, waste or garbage at all times.

3.19 The Contractor shall provide any additional soft furnishings, decorative devices, drapes, mirrors, screens, curtains, signs and the like which is considered necessary for the proper functioning of each of the areas where services are to be provided. Such items shall be approved by UNDP prior to their installation.

3.20 The Contractor, shall accept responsibility for the occupational safety of staff, equipment, furniture and fittings in the areas exclusively occupied by it for the provision of the services at all times and for such responsibility in the areas where the services are being provided during the hours that it occupies those areas. Indemnity insurance for the above is also the responsibility of the Contractor. Proof of insurance must be submitted to UNDP within 30 days upon commencement of the Contract.

3.21 Safety Standards: Safety of Electrical and Gas Equipment:

UN's Safety Standards should be strictly adhered to as a very minimum. As a safety precaution for Contractor's employees and the UN, no electrical tool, appliance or cord should be used on the UN premises unless they have been inspected and certified by UNDP to meet our compulsory electrical/occupational hazard requirements the equipment would be subject to inspection by UNDP every six months. UNDP shall undertake such inspections as part of this Contract but repairs are the responsibility of the Contractor. The

Contractor shall ensure that all gas installations and equipment are free from any gas leaks, corrosion, and appliances are maintained in accordance with the standard safety regulation.

3.22 Working Hours

The Contractor shall be required to provide catering services from 07:30 to 16:30 Monday through Thursday and 7:30-14:30hrs every Friday.

3.23 Management

The UNDP Administrative Officer will represent UNDP in the routine management of the cafeteria and its facilities. For co-ordination purposes and to enhance efficient operation of catering services, the Contractor is required to appoint a Manager to coordinate its operations in the UN Building. Such Manager so appointed will be the focal person for dealing with the UNDP Operations Analyst for the purpose of this contract.

Management coordination between UNDP and the contractor will be done through a joint committee comprising of UNDP Staff Association appointed committee for the supervision of the cafeteria, UNDP Operations Analyst and the contractor. The Staff Association Committee will handle key management and safety issues relating to this contract. The contractor shall be represented in this committee by their appointed senior officials (e.g. Director, Operations Manager or Supervisor). The mandate of the Staff Association Committee will be to guide and oversee the management of the cafeteria so that it responds to the need of the UN staff. The committee will review pricing, quality, hygiene, safety and any other issue of concern to either UNDP or the contractor. The committee will meet on quarterly basis or as may be requested to meet by either the contractor or UNDP. Issues that are raised in such meetings and corrective measures (where required) must be included in the Contractor's monthly report and a copy sent by the Contractor to UNDP Operations Analyst for the attention of the Staff Association committee on a monthly basis, without exception.

3.24 Prevention of wastage:

Wastage of water and electricity shall be avoided in all areas and at all times.

3.25 Protection against Electrical Appliances:

The Contractor shall ensure that staff will use protective clothing/gears (to include but not limited to gum boots and gloves) to prevent exposure to electricity.

3.26 Reporting

The contractor, in the performance of its services may be required to submit monthly reports on any UN equipment that may be put at its disposal and or custody, including electrical appliances. The report should include any repair works carried out on the equipment during the reporting period.

Article 4.

Quality and Quantity of Goods:

4.1 The Contractor shall provide only such items as are recognized in the industry as being of high quality. Food items listed on the menu should be available at the appropriate specified times.

4.2 (a) Frozen and dry rations:

The Contractor shall provide food products which are suitably processed, packed, labeled and dated well before their expiration dates.

(b) Meat, vegetables, fruits and dairy products:

The Contractor shall provide only fresh items.

4.3 The Contractor shall procure high quality foodstuff and supplies which are required for the provision of catering services at the best prevailing prices consistent with high quality.

4.4 The Contractor shall enforce strict hygiene standards for food storage and display of goods such as the use of plastic wrap for food that is on display as well as for storing food in fridges.

4.5 The Contractor shall enforce strict hygiene standards in the washing of dishes and cutlery, using hot water and detergent in every case.

4.6 The Contractor shall ensure that its staff does not handle uncooked items (such as ham, cheeses or peeled fruits required in the preparation of juices) with bare hands, where applicable gloves or other serving utensils should be used.

a. Cooking Oil

4.7 The Contractor shall only use cooking oil derived from vegetables (such as corn, canola, sunflower and/or palm) that are low in cholesterol, saturated fats and other substances deemed harmful to good health. Such oil must also be odorless. Under no circumstances should the Contractor reuse oil to prepare multiple dishes.

Article 5.

Utilities to be provided by UNDP

5.1 UNDP shall provide to the Contractor potable water and electrical power at no cost. UNDP may meter, or otherwise monitor, the use of such services and utilities and may, in case of unreasonable use of these services and utilities or high consumption as determined by UNDP bill the Contractor for the cost of power consumed. At his/her own cost, the Contractor shall take remedial measures to correct such high consumption, within five working days of notification in writing to the UNDP Operations Analyst. The Contractor shall arrange and pay for his/her gas supplies and shall seek authority in writing from the UNDP Operations Analyst for connection of any additional electrical equipment prior to delivery of the equipment.

UNDP shall provide one telephone set and one extension from the main UNDP switch. This connection is for internal calls only - extension to extension - but will accept direct inward dialing from outside as well as operator-assisted calls through the UNDP switchboard. The number of telephone sets, their features as well as the number of lines, can be upgraded at the Contractor's cost to provide dialing access. The Contractor will be billed for this service, separately on a monthly basis. The contractor shall provide internet services if so desired at their own cost.

5.3 Space

The cafeteria will operate in the below given space provided by the UNDP as indicated and agreed upon by the contractor:

1. Kitchen
2. Cafeteria area with seating facilities properly covered

5.4. Use and Return of Equipment

Any property of UNDP, which is in the possession of the Contractor, shall be returned to UNDP upon termination of this Contract. The Contractor shall fully compensate UNDP for any shortages and damages not attributable to normal wear and tear. Any repair should be undertaken prior to removal of the Contractor's assets from this Complex, failing which, UNDP reserve the right to retain these which will be auctioned to settle repair costs.

Article 6

Display of Sale Prices

The sales prices shall be advertised in a clear and visible manner on menus and signboards. The menus will be on a fixed price basis, to be quoted in Leones, and any variation must be agreed in advance with the UNDP Staff Association appointed committee for the supervision of the cafeteria.

Article 7.

Accounting Procedure:

8.1 The Contractor shall keep as full and detailed accounts and records as may be necessary for proper financial management under this Contract, and the system of keeping such accounts and records shall be such as is satisfactory to UNDP.

Article 8.

Access to the Contractor's Records:

8.1 UNDP shall be accorded access, for the purpose of inspection, and audit to all such accounts and records maintained by the Contractor.

Article 9.

Access to Catering Areas:

9.1 The Contractor shall allow access to the personnel duly authorized by UNDP for the purpose of inspecting the equipment, services, building fabric and decorations provided for the Contractor's use, work programs will not disrupt the Contractor's services to a greater extent than necessary.

Article 10.

Method of Communication

10.1 Management coordination between UNDP and the contractor will be undertaken through the UNDP Operations Analyst for the for the attention of the UNDP Staff Association committee established for that purpose. The contractor's Operations Manager and UNDP Operations Analyst will be members of UNDP Staff Association committee for the supervision of the cafeteria. The committee will meet quarterly to

discuss substantive issues regarding the management and operations of the cafeteria, such as quality of food and services or more frequently as required.

10.2 The UNDP Operations Analyst will interact with the contractor on behalf of the UNDP on the routine management of the cafeteria and facilities.

Article 11.

Previous Contracts:

11.1 This Contract, including the Annexes and Schedules attached hereto, supersedes, cancels and takes the place of any previous Contract, understanding or arrangements, oral or written, entered into between or on behalf of those acquiring rights from the Parties prior to the date on which this Contract enters into force.

Article 12.

Duration of Contract:

13.1 This Contract shall be valid for a period of 1 (one) year subject to the right of either party to terminate this Contract at any time upon 90 days written notice to the other party.

Article 13.

Renewal of Contract

13.1 UNDP shall, in the exercise of their discretion, have the right to renew this Contract for successive additional period of one year based on satisfactory service delivery by informing the Contractor in writing of its intention to renew the Contract, at least 60 days prior to the expiration of the initial 1 year.

IMPORTANT DATES TO NOTE

Timeframe

	Date	Time
Date of Publication of this RFQ	Friday November 2, 2018	
Site visit	Thursday November 8, 2018	10:00 a.m. to 3:00pm
Last Date on which clarifications are received by UNDP from potential bidders	Friday November 9, 2018	4:00 p.m.
Last Date on which clarifications are issued by UNDP to vendors	Monday November 12, 2018	4:00 p.m.
Deadline for submission of quotations	Thursday November 15, 2018	5:00 p.m.

Technical Specifications

[illegible]

**Pls. attach delivery schedule, if relevant, and cluster by lot, if partial bids will be allowed. Specify delivery locations if goods multiple destinations.*



Yona Samo
Procurement Specialist

November 2, 2018

Annex 2

FORM FOR SUBMITTING SUPPLIER'S QUOTATION⁴

(This Form must be submitted only using the Supplier's Official Letterhead/Stationery⁵)

We, the undersigned, hereby accept in full the UNDP General Terms and Conditions, and hereby offer to supply the items listed below in conformity with the specification and requirements of UNDP as per RFQ Reference No. _SLE/RFQ/2018/027:

TABLE 1 : Offer to Supply Goods Compliant with Technical Specifications and Requirements

Item No.	Description/Specification of Goods	Quantity	Latest Delivery Date	Unit Price	Total Price per Item
1					
2					
3					
4					
5					
6					
	Total Prices of Goods⁶				
	Add : Cost of Transportation				
	Add : Cost of Insurance				
	Add : Other Charges (pls. specify)				
	Total Final and All-Inclusive Price Quotation				

⁴ This serves as a guide to the Supplier in preparing the quotation and price schedule.

⁵ Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

⁶ Pricing of goods should be consistent with the INCO Terms indicated in the RFQ

SLE/RFQ/2018/027: Procurement of Catering Services

TABLE 2: Offer to Comply with Other Conditions and Related Requirements (PLEASE IGNORE THIS TABLE)

Other Information pertaining to our Quotation are as follows:	Your Responses		
	<i>Yes, we will comply</i>	<i>No, we cannot comply</i>	<i>If you cannot comply, pls. indicate counter proposal</i>
Delivery Lead Time			
Estimated weight/volume/dimension of the Consignment:			
Country/ies Of Origin ⁷ :			
Warranty and After-Sales Requirements			
a) Training on Operations and Maintenance			
b) Minimum one (1) year warranty on both parts and labor			
c) Service Unit to be Provided when the Purchased Unit is Under Repair			
d) Brand new replacement if Purchased Unit is beyond repair			
e) Others			
Validity of Quotation			
All Provisions of the UNDP General Terms and Conditions			
Other requirements <i>[pls. specify]</i>			

All other information that we have not provided automatically implies our full compliance with the requirements, terms and conditions of the RFQ.

[Name and Signature of the Supplier's Authorized Person]

[Designation]

[Date]

⁷ If the country of origin requires Export License for the goods being procured, or other relevant documents that the country of destination may require, the supplier must submit them to UNDP if awarded the PO/contract.

General Terms and Conditions

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 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.
- 2.2 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.
- 2.3 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.
- 2.4 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 Incoterms 2010, unless otherwise agreed upon by the Parties on the front side of this Purchase Order.

5. EXPORT LICENCES

Notwithstanding any INCOTERM 2010 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

7.1 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.

7.2 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:

9.1 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.

9.2 Refuse to accept delivery of all or part of the goods.

9.3 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.