* United Nations Development Programme*

**REQUEST FOR PROPOSAL**

**FORWARDING AND CUSTOMS CLEARANCE SERVICES**

RFP No.: AGO/CUSTOMS SERVICES/UN/01/2018

Project: UN AGENCIES

Country: ANGOLA

Issued on: 19 December 2018

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# Section 1. Letter of Invitation

The United Nations Development Programme (UNDP) hereby invites you to submit a Proposal to this Request for Proposal (RFP) for the above-referenced subject.

This RFP includes the following documents and the General Terms and Conditions of Contract which is inserted in the Bid Data Sheet (BDS):

Section 1: This Letter of Invitation

Section 2: Instruction to Bidders

Section 3: Bid Data Sheet (BDS)

Section 4: Evaluation Criteria

Section 5: Terms of Reference

Section 6: Returnable Bidding Forms

* Form A: Technical Proposal Submission Form
* Form B: Bidder Information Form
* Form C: Joint Venture/Consortium/Association Information Form
* Form D: Qualification Form
* Form E: Format of Technical Proposal
* Form F: Financial Proposal Submission Form
* Form G: Financial Proposal Form
* Form H: Security Proposal Form

If you are interested in submitting a Proposal in response to this RFP, please prepare your Proposal in accordance with the requirements and procedure as set out in this RFP and submit it by the Deadline for Submission of Proposals set out in Bid Data Sheet.

Please acknowledge receipt of this RFP by sending an email to [tendersangola.ao@undp.org](mailto:tendersangola.ao@undp.org) indicating whether you intend to submit a Proposal or otherwise. You may also utilize the “Accept Invitation” function in eTendering system, where applicable. This will enable you to receive amendments or updates to the RFP. Should you require further clarifications, kindly communicate with the contact person/s identified in the attached Bid Data Sheet as the focal point for queries on this RFP.

UNDP looks forward to receiving your Proposal and thank you in advance for your interest in UNDP procurement opportunities.

Issued by: Approved by:

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| Name: Aguiar Antonio  Title:Head of Procurement  Date: December 19, 2018 | Name: Denise Findley-Antonio  Title: DCD/O  Date: December 19, 2018 |

# Section 2. Instruction to Bidders

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| GENERAL PROVISIONS | |
| Introduction | * 1. Bidders shall adhere to all the requirements of this RFP, including any amendments in writing by UNDP. This RFP is conducted in accordance with the UNDP Programme and Operations Policies and Procedures (POPP) on Contracts and Procurement which can be accessed at <https://popp.undp.org/SitePages/POPPBSUnit.aspx?TermID=254a9f96-b883-476a-8ef8-e81f93a2b38d>   2. Any Proposal submitted will be regarded as an offer by the Bidder and does not constitute or imply the acceptance of the Proposal by UNDP. UNDP is under no obligation to award a contract to any Bidder as a result of this RFP.   3. As part of the bid, it is desired that the Bidder registers at the United Nations Global Marketplace (UNGM) website ([www.ungm.org](http://www.ungm.org)). The Bidder may still submit a bid even if not registered with the UNGM. However, if the Bidder is selected for contract award, the Bidder must register on the UNGM prior to contract signature. |
| Fraud & Corruption,  Gifts and Hospitality | * 1. UNDP strictly enforces a policy of zero tolerance on proscribed practices, including fraud, corruption, collusion, unethical or unprofessional practices, and obstruction of UNDP vendors and requires all bidders/vendors observe the highest standard of ethics during the procurement process and contract implementation. UNDP’s Anti-Fraud Policy can be found at <http://www.undp.org/content/undp/en/home/operations/accountability/audit/office_of_audit_andinvestigation.html#anti>   2. Bidders/vendors shall not offer gifts or hospitality of any kind to UNDP staff members including recreational trips to sporting or cultural events, theme parks or offers of holidays, transportation, or invitations to extravagant lunches or dinners.   3. In pursuance of this policy, UNDP (a) Shall reject a proposal if it determines that the selected bidder has engaged in any corrupt or fraudulent practices in competing for the contract in question; (b) Shall declare a vendor ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the vendor has engaged in any corrupt or fraudulent practices in competing for, or in executing a UNDP contract.   4. All Bidders must adhere to the UN Supplier Code of Conduct, which may be found at <http://www.un.org/depts/ptd/pdf/conduct_english.pdf> |
| Eligibility | * 1. A vendor should not be suspended, debarred, or otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization. Vendors are therefore required to disclose to UNDP whether they are subject to any sanction or temporary suspension imposed by these organizations.   2. It is the Bidder’s responsibility to ensure that its employees, joint venture members, sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as established by UNDP. |
| Conflict of Interests | * 1. Bidders must strictly avoid conflicts with other assignments or their own interests, and act without consideration for future work. Bidders found to have a conflict of interest shall be disqualified. Without limitation on the generality of the above, Bidders, and any of their affiliates, shall be considered to have a conflict of interest with one or more parties in this solicitation process, if they:   2. Are or have been associated in the past, with a firm or any of its affiliates which have been engaged by UNDP to provide services for the preparation of the design, specifications, Terms of Reference, cost analysis/estimation, and other documents to be used for the procurement of the goods and services in this selection process;   3. Were involved in the preparation and/or design of the programme/project related to the services requested under this RFP; or   4. Are found to be in conflict for any other reason, as may be established by, or at the discretion of UNDP.   5. In the event of any uncertainty in the interpretation of a potential conflict of interest, Bidders must disclose to UNDP, and seek UNDP’s confirmation on whether or not such a conflict exists.   6. Similarly, the Bidders must disclose in their proposal their knowledge of the following:   7. If the owners, part-owners, officers, directors, controlling shareholders, of the bidding entity or key personnel are family members of UNDP staff involved in the procurement functions and/or the Government of the country or any Implementing Partner receiving services under this RFP; and   8. All other circumstances that could potentially lead to actual or perceived conflict of interest, collusion or unfair competition practices.   Failure to disclose such an information may result in the rejection of the proposal or proposals affected by the non-disclosure.   * 1. The eligibility of Bidders that are wholly or partly owned by the Government shall be subject to UNDP’s further evaluation and review of various factors such as being registered, operated and managed as an independent business entity, the extent of Government ownership/share, receipt of subsidies, mandate and access to information in relation to this RFP, among others. Conditions that may lead to undue advantage against other Bidders may result in the eventual rejection of the Proposal. |
| PREPARATION OF PROPOSALS | |
| General Considerations | * 1. In preparing the Proposal, the Bidder is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.   2. The Bidder will not be permitted to take advantage of any errors or omissions in the RFP. Should such errors or omissions be discovered, the Bidder must notify the UNDP |
| Cost of Preparation of Proposal | * 1. The Bidder shall bear any and all costs related to the preparation and/or submission of the Proposal, regardless of whether its Proposal was selected or not. UNDP shall not be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process. |
| Language | * 1. The Proposal, as well as any and all related correspondence exchanged by the Bidder and UNDP, shall be written in the language (s) specified in the BDS. |
| Documents Comprising the Proposal | * 1. The Proposal shall comprise of the following documents:   2. Documents Establishing the Eligibility and Qualifications of the Bidder;   3. Technical Proposal;   4. Financial Proposal;   5. Proposal Security Form   6. Any attachments and/or appendices to the Proposal. |
| Documents Establishing the Eligibility and Qualifications of the Bidder | * 1. The Bidder shall furnish documentary evidence of its status as an eligible and qualified vendor, using the Forms provided under Section 6 and providing documents required in those forms. In order to award a contract to a Bidder, its qualifications must be documented to UNDP’s satisfaction. |
| Technical Proposal Format and Content | * 1. The Bidder is required to submit a Technical Proposal using the Standard Forms and templates provided in Section 6 of the RFP.   2. The Technical Proposal shall not include any price or financial information. A Technical Proposal containing material financial information may be declared non-responsive.   3. Samples of items, when required as per Section 5, shall be provided within the time specified and unless otherwise specified by UNDP, and at no expense to UNDP   4. When applicable and required as per Section 5, the Bidder shall describe the necessary training programme available for the maintenance and operation of the services and/or equipment offered as well as the cost to the UNDP. Unless otherwise specified, such training as well as training materials shall be provided in the language of the Bid as specified in the BDS. |
| Financial Proposals | * 1. The Financial Proposal shall be prepared using the Standard Form provided in Section 6 of the RFP. It shall list all major cost components associated with the services, and the detailed breakdown of such costs.   2. Any output and activities described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, as well as in the final total price.   3. Prices and other financial information must not be disclosed in any other place except in the financial proposal. |
| Proposal Security | * 1. A Proposal Security, if required by BDS, shall be provided in the amount and form indicated in the BDS. The Proposal Security shall be valid up to thirty (30) days after the final date of validity of the Proposal.   2. The Proposal Security shall be included along with the Technical Proposal. If Proposal Security is required by the RFP but is not found along with the Technical Proposal, the Proposal shall be rejected.   3. If the Proposal Security amount or its validity period is found to be less than what is required by UNDP, UNDP shall reject the Proposal.   4. In the event an electronic submission is allowed in the BDS, Bidders shall include a copy of the Bid Security in their proposal and the original of the Proposal Security must be sent via courier or hand delivery as per the instructions in BDS.   5. The Proposal Security may be forfeited by UNDP, and the Proposal rejected, in the event of any one or combination, of the following conditions:      1. If the Bidder withdraws itsoffer during the period of the Proposal Validity specified in the BDS, or;      2. In the event that the successful Bidder fails:      3. to sign the Contract after UNDP has issued an award; or   6. to furnish the Performance Security, insurances, or other documents that UNDP may require as a condition precedent to the effectivity of the contract that may be awarded to the Bidder. |
| Currencies | * 1. All prices shall be quoted in the currency or currencies indicated in the BDS. Where Proposals are quoted in different currencies, for the purposes of comparison of all Proposals:  1. UNDP will convert the currency quoted in the Proposal into the UNDP preferred currency, in accordance with the prevailing UN operational rate of exchange on the last day of submission of Proposals; and 2. In the event that UNDP selects a proposal for award that is quoted in a currency different from the preferred currency in the BDS, UNDP shall reserve the right to award the contract in the currency of UNDP’s preference, using the conversion method specified above. |
| Joint Venture, Consortium or Association | * 1. If the Bidder is a group of legal entities that will form or have formed a Joint Venture (JV), Consortium or Association for the Proposal, they shall confirm in their Proposal that : (i) they have designated one party to act as a lead entity, duly vested with authority to legally bind the members of the JV, Consortium or Association jointly and severally, which shall be evidenced by a duly notarized Agreement among the legal entities, and submitted with the Proposal; and (ii) if they are awarded the contract, the contract shall be entered into, by and between UNDP and the designated lead entity, who shall be acting for and on behalf of all the member entities comprising the joint venture.   2. After the Deadline for Submission of Proposal, the lead entity identified to represent the JV, Consortium or Association shall not be altered without the prior written consent of UNDP.   3. The lead entity and the member entities of the JV, Consortium or Association shall abide by the provisions of Clause 9 herein in respect of submitting only one proposal.   4. The description of the organization of the JV, Consortium or Association must clearly define the expected role of each of the entity in the joint venture in delivering the requirements of the RFP, both in the Proposal and the JV, Consortium or Association Agreement.  All entities that comprise the JV, Consortium or Association shall be subject to the eligibility and qualification assessment by UNDP.   5. A JV, Consortium or Association in presenting its track record and experience should clearly differentiate between:  1. Those that were undertaken together by the JV, Consortium or Association; and 2. Those that were undertaken by the individual entities of the JV, Consortium or Association.    1. Previous contracts completed by individual experts working privately but who are permanently or were temporarily associated with any of the member firms cannot be claimed as the experience of the JV, Consortium or Association or those of its members, but should only be claimed by the individual experts themselves in their presentation of their individual credentials.    2. JV, Consortium or Associations are encouraged for high value, multi-sectoral requirements when the spectrum of expertise and resources required may not be available within one firm. |
| Only One Proposal | * 1. The Bidder (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture.   2. Proposals submitted by two (2) or more Bidders shall all be rejected if they are found to have any of the following:   3. they have at least one controlling partner, director or shareholder in common; or   4. any one of them receive or have received any direct or indirect subsidy from the other/s; or   5. they have the same legal representative for purposes of this RFP; or   6. they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about, or influence on the Proposal of, another Bidder regarding this RFP process;   7. they are subcontractors to each other’s Proposal, or a subcontractor to one Proposal also submits another Proposal under its name as lead Bidder; or   8. some key personnel proposed to be in the team of one Bidder participates in more than one Proposal received for this RFP process. This condition relating to the personnel, does not apply to subcontractors being included in more than one Proposal. |
| Proposal Validity Period | * 1. Proposals shall remain valid for the period specified in the BDS, commencing on the Deadline for Submission of Proposals. A Proposal valid for a shorter period may be rejected by UNDP and rendered non-responsive.   2. During the Proposal validity period, the Bidder shall maintain its original Proposal without any change, including the availability of the Key Personnel, the proposed rates and the total price. |
| Extension of Proposal Validity Period | * 1. In exceptional circumstances, prior to the expiration of the proposal validity period, UNDP may request Bidders to extend the period of validity of their Proposals. The request and the responses shall be made in writing, and shall be considered integral to the Proposal.   2. If the Bidder agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal.   3. The Bidder has the right to refuse to extend the validity of its Proposal, and in which case, such Proposal will not be further evaluated. |
| Clarification of Proposal | * 1. Bidders may request clarifications on any of the RFP documents no later than the date indicated in the BDS. Any request for clarification must be sent in writing in the manner indicated in the BDS. If inquiries are sent other than specified channel, even if they are sent to a UNDP staff member, UNDP shall have no obligation to respond or confirm that the query was officially received.   2. UNDP will provide the responses to clarifications through the method specified in the BDS.   3. UNDP shall endeavor to provide responses to clarifications in an expeditious manner, but any delay in such response shall not cause an obligation on the part of UNDP to extend the submission date of the Proposals, unless UNDP deems that such an extension is justified and necessary. |
| Amendment of Proposals | * 1. At any time prior to the deadline of Proposal submission, UNDP may for any reason, such as in response to a clarification requested by a Bidder, modify the RFP in the form of an amendment to the RFP. Amendments will be made available to all prospective bidders.   2. If the amendment is substantial, UNDP may extend the Deadline for submission of proposal to give the Bidders reasonable time to incorporate the amendment into their Proposals. |
| Alternative Proposals | * 1. Unless otherwise specified in the BDS, alternative proposals shall not be considered. If submission of alternative proposal is allowed by BDS, a Bidder may submit an alternative proposal, but only if it also submits a proposal conforming to the RFP requirements. UNDP shall only consider the alternative proposal offered by the Bidder whose conforming proposal ranked the highest as per the specified evaluation method. Where the conditions for its acceptance are met, or justifications are clearly established, UNDP reserves the right to award a contract based on an alternative proposal.   2. If multiple/alternative proposals are being submitted, they must be clearly marked as “Main Proposal” and “Alternative Proposal” |
| Pre-Bid Conference | * 1. When appropriate, a Bidder’s conference will be conducted at the date, time and location specified in the BDS. All Bidders are encouraged to attend. Non-attendance, however, shall not result in disqualification of an interested Bidder. Minutes of the Bidder’s conference will be disseminated on the procurement website and shared by email or on the e-Tendering platform as specified in the BDS. No verbal statement made during the conference shall modify the terms and conditions of the RFP, unless specifically incorporated in the Minutes of the Bidder’s Conference or issued/posted as an amendment to RFP. |
| SUBMISSION AND OPENING OF PROPOSALS | |
| Submission | * 1. The Bidder shall submit a duly signed and complete Proposal comprising the documents and forms in accordance with the requirements in the BDS. The submission shall be in the manner specified in the BDS.   2. The Proposal shall be signed by the Bidder or person(s) duly authorized to commit the Bidder. The authorization shall be communicated through a document evidencing such authorization issued by the legal representative of the bidding entity, or a Power of Attorney, accompanying the Proposal.   3. Bidders must be aware that the mere act of submission of a Proposal, in and of itself, implies that the Bidder fully accepts the UNDP General Contract Terms and Conditions. |
| **Hard copy (manual) submission**  **Email Submission**  **eTendering submission** | * 1. Hard copy (manual) submission by courier or hand delivery allowed or specified in the BDS shall be governed as follows:   2. The signed Proposal shall be marked “Original”, and its copies marked “Copy” as appropriate. The number of copies is indicated in the BDS. All copies shall be made from the signed original only. If there are discrepancies between the original and the copies, the original shall prevail.   3. The Technical Proposal and the Financial Proposal envelopes MUST BE COMPLETELY SEPARATE and each of them must be submitted sealed individually and clearly marked on the outside as either “TECHNICAL PROPOSAL” or “FINANCIAL PROPOSAL”, as appropriate. Each envelope SHALL clearly indicate the name of the Bidder. The outer envelopes shall:   i. Bear the name and address of the bidder;  ii. Be addressed to UNDP as specified in the BDS   1. Bear a warning that states “*Not to be opened before the time and date for proposal opening*” as specified in the BDS.   If the envelopes and packages with the Proposal are not sealed and marked as required, UNDP shall assume no responsibility for the misplacement, loss, or premature opening of the Proposal.   * 1. Email submission, if allowed or specified in the BDS, shall be governed as follows:  1. Electronic files that form part of the proposal must be in accordance with the format and requirements indicated in BDS; 2. The Technical Proposal and the Financial Proposal files MUST BE COMPLETELY SEPARATE. The financial proposal shall be encrypted with different passwords and clearly labelled. The files must be sent to the dedicated email address specified in the BDS. 3. The password for opening the Financial Proposal should be provided only upon request of UNDP. UNDP will request password only from bidders whose Technical Proposal has been found to be technically responsive. Failure to provide correct password may result in the proposal being rejected.    1. Electronic submission through eTendering, if allowed or specified in the BDS, shall be governed as follows: 4. Electronic files that form part of the proposal must be in accordance with the format and requirements indicated in BDS; 5. The Technical Proposal and the Financial Proposal files MUST BE COMPLETELY SEPARATE and each of them must be uploaded individually and clearly labelled. 6. The Financial Proposal file must be encrypted with a password so that it cannot be opened nor viewed until the password is provided. The password for opening the Financial Proposal should be provided only upon request of UNDP. UNDP will request password only from bidders whose technical proposal has been found to be technically responsive. Failure to provide the correct password may result in the proposal being rejected. 7. Documents which are required to be in original form (e.g. Bid Security, etc.) must be sent via courier or hand delivery as per the instructions in BDS. 8. Detailed instructions on how to submit, modify or cancel a bid in the eTendering system are provided in the eTendering system Bidder User Guide and Instructional videos available on this link: <http://www.undp.org/content/undp/en/home/operations/procurement/business/procurement-notices/resources/> |
| Deadline for Submission of Proposals and Late Proposals | * 1. Complete Proposals must be received by UNDP in the manner, and no later than the date and time, specified in the BDS. UNDP shall only recognize the date and time that the bid was received by UNDP   2. UNDP shall not consider any Proposal that is submitted after the deadline for the submission of Proposals. |
| Withdrawal, Substitution, and Modification of Proposals | * 1. A Bidder may withdraw, substitute or modify its Proposal after it has been submitted at any time prior to the deadline for submission.   2. Manual and Email submissions: A bidder may withdraw, substitute or modify its Proposal by sending a written notice to UNDP, duly signed by an authorized representative, and shall include a copy of the authorization (or a Power of Attorney). The corresponding substitution or modification of the Proposal, if any, must accompany the respective written notice. All notices must be submitted in the same manner as specified for submission of proposals, by clearly marking them as “WITHDRAWAL” “SUBSTITUTION,” or “MODIFICATION”   3. eTendering: A Bidder may withdraw, substitute or modify its Proposal by Canceling, Editing, and re-submitting the proposal directly in the system. It is the responsibility of the Bidder to properly follow the system instructions, duly edit and submit a substitution or modification of the Proposal as needed. Detailed instructions on how to cancel or modify a Proposal directly in the system are provided in Bidder User Guide and Instructional videos.   4. Proposals requested to be withdrawn shall be returned unopened to the Bidders (only for manual submissions), except if the bid is withdrawn after the bid has been opened |
| Proposal Opening | * 1. There is no public bid opening for RFPs. UNDP shall open the Proposals in the presence of an ad-hoc committee formed by UNDP, consisting of at least two (2) members. In the case of e-Tendering submission, bidders will receive an automatic notification once their proposal is opened. |
| EVALUATION OF PROPOSALS | |
| Confidentiality | * 1. Information relating to the examination, evaluation, and comparison of Proposals, and the recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process, even after publication of the contract award.   2. Any effort by a Bidder or anyone on behalf of the Bidder to influence UNDP in the examination, evaluation and comparison of the Proposals or contract award decisions may, at UNDP’s decision, result in the rejection of its Proposal and may be subject to the application of prevailing UNDP’s vendor sanctions procedures. |
| Evaluation of Proposals | * 1. The Bidder is not permitted to alter or modify its Proposal in any way after the proposal submission deadline except as permitted under Clause 24 of this RFP. UNDP will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.   2. Evaluation of proposals is made of the following steps:   3. Preliminary Examination   4. Minimum Eligibility and Qualification (if pre-qualification is not done)   5. Evaluation of Technical Proposals   6. Evaluation of Financial Proposals |
| Preliminary Examination | * 1. UNDP shall examine the Proposals to determine whether they are complete with respect to minimum documentary requirements, whether the documents have been properly signed, and whether the Proposals are generally in order, among other indicators that may be used at this stage. UNDP reserves the right to reject any Proposal at this stage. |
| Evaluation of Eligibility and Qualification | * 1. Eligibility and Qualification of the Bidder will be evaluated against the Minimum Eligibility/Qualification requirements specified in the Section 4 (Evaluation Criteria).   2. In general terms, vendors that meet the following criteria may be considered qualified:   3. They are not included in the UN Security Council 1267/1989 Committee's list of terrorists and terrorist financiers, and in UNDP’s ineligible vendors’ list;   4. They have a good financial standing and have access to adequate financial resources to perform the contract and all existing commercial commitments,   5. They have the necessary similar experience, technical expertise, production capacity where applicable, quality certifications, quality assurance procedures and other resources applicable to the provision of the services required;   6. They are able to comply fully with UNDP General Terms and Conditions of Contract;   7. They do not have a consistent history of court/arbitral award decisions against the Bidder; and   8. They have a record of timely and satisfactory performance with their clients. |
| Evaluation of Technical and Financial Proposals | * 1. The evaluation team shall review and evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and other RFP documents, applying the evaluation criteria, sub-criteria, and point system specified in the Section 4 (Evaluation Criteria). A Proposal shall be rendered non-responsive at the technical evaluation stage if it fails to achieve the minimum technical score indicated in the BDS. When necessary and if stated in the BDS, UNDP may invite technically responsive bidders for a presentation related to their technical proposals. The conditions for the presentation shall be provided in the bid document where required.   2. In the second stage, only the Financial Proposals of those Bidders who achieve the minimum technical score will be opened for evaluation. The Financial Proposals corresponding to Technical Proposals that were rendered non-responsive shall remain unopened, and, in the case of manual submission, be returned to the Bidder unopened. For emailed Proposals and e-tendering submissions, UNDP will not request for the password of the Financial Proposals of bidders whose Technical Proposal were found not responsive.   3. The evaluation method that applies for this RFP shall be as indicated in the BDS, which may be either of two (2) possible methods, as follows: (a) the lowest priced method which selects the lowest evaluated financial proposal of the technically responsive Bidders; or (b) the combined scoring method which will be based on a combination of the technical and financial score.   4. When the BDS specifies a combined scoring method, the formula for the rating of the Proposals will be as follows:   Rating the Technical Proposal (TP):  **TP Rating** = (Total Score Obtained by the Offer / Max. Obtainable Score for TP) x 100  Rating the Financial Proposal (FP):  **FP Rating** = (Lowest Priced Offer / Price of the Offer Being Reviewed) x 100  Total Combined Score:  **Combined Score =** (TP Rating) x (Weight of TP, e.g. 70%) + (FP Rating) x (Weight of FP, e.g., 30%) |
| Due Diligence | * 1. UNDP reserves the right to undertake a due diligence exercise, also called post qualification, aimed at determining to its satisfaction, the validity of the information provided by the Bidder. Such exercise shall be fully documented and may include, but need not be limited to, all or any combination of the following:      1. Verification of accuracy, correctness and authenticity of information provided by the Bidder;      2. Validation of extent of compliance to the RFP requirements and evaluation criteria based on what has so far been found by the evaluation team;      3. Inquiry and reference checking with Government entities with jurisdiction on the Bidder, or with previous clients, or any other entity that may have done business with the Bidder;      4. Inquiry and reference checking with previous clients on the performance on on-going or contracts completed, including physical inspections of previous works, as necessary;      5. Physical inspection of the Bidder’s offices, branches or other places where business transpires, with or without notice to the Bidder;      6. Other means that UNDP may deem appropriate, at any stage within the selection process, prior to awarding the contract. |
| Clarification of Proposals | * 1. To assist in the examination, evaluation and comparison of Proposals, UNDP may, at its discretion, ask any Bidder for a clarification of its Proposal.   2. UNDP’s request for clarification and the response shall be in writing and no change in the prices or substance of the Proposal shall be sought, offered, or permitted, except to provide clarification, and confirm the correction of any arithmetic errors discovered by UNDP in the evaluation of the Proposals, in accordance with RFP.   3. Any unsolicited clarification submitted by a Bidder in respect to its Proposal, which is not a response to a request by UNDP, shall not be considered during the review and evaluation of the Proposals. |
| Responsiveness of Proposal | * 1. UNDP’s determination of a Proposal’s responsiveness will be based on the contents of the Proposal itself. A substantially responsive Proposal is one that conforms to all the terms, conditions, TOR and other requirements of the RFP without material deviation, reservation, or omission.   2. If a Proposal is not substantially responsive, it shall be rejected by UNDP and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission. |
| Nonconformities, Reparable Errors and Omissions | * 1. Provided that a Proposal is substantially responsive, UNDP may waive any non-conformities or omissions in the Proposal that, in the opinion of UNDP, do not constitute a material deviation.   2. UNDP may request the Bidder to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Proposal related to documentation requirements. Such omission shall not be related to any aspect of the price of the Proposal. Failure of the Bidder to comply with the request may result in the rejection of its Proposal.   3. For Financial Proposal that has been opened, UNDP shall check and correct arithmetical errors as follows:  1. if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of UNDP there is an obvious misplacement of the decimal point in the unit price; in which case the line item total as quoted shall govern and the unit price shall be corrected; 2. if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and 3. if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail.    1. If the Bidder does not accept the correction of errors made by UNDP, its Proposal shall be rejected. |
| AWARD OF CONTRACT | |
| Right to Accept, Reject, Any or All Proposals | * 1. UNDP reserves the right to accept or reject any Proposal, to render any or all of the Proposals as non-responsive, and to reject all Proposals at any time prior to award of contract, without incurring any liability, or obligation to inform the affected Bidder(s) of the grounds for UNDP’s action. UNDP shall not be obliged to award the contract to the lowest priced offer. |
| Award Criteria | * 1. Prior to expiration of the proposal validity, UNDP shall award the contract to the qualified Bidder based on the award criteria indicated in the BDS. |
| Debriefing | * 1. In the event that a Bidder is unsuccessful, the Bidder may request a debriefing from UNDP. The purpose of the debriefing is to discuss the strengths and weaknesses of the Bidder’s submission, in order to assist the Bidder in improving its future proposals for UNDP procurement opportunities. The content of other proposals and how they compare to the Bidder’s submission shall not be discussed. |
| Right to Vary Requirements at the Time of Award | * 1. At the time of award of Contract, UNDP reserves the right to vary 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. |
| Contract Signature | * 1. Within fifteen (15) days from the date of receipt of the Contract, the successful Bidder shall sign and date the Contract and return it to UNDP. Failure to do so may constitute sufficient grounds for the annulment of the award, and forfeiture of the Proposal Security, if any, and on which event, UNDP may award the Contract to the Second Ranked Bidder or call for new Proposals. |
| Contract Type and General Terms and Conditions | * 1. The types of Contract to be signed and the applicable UNDP Contract General Terms and Conditions, as specified in BDS, can be accessed at <http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html> |
| Performance Security | * 1. 40.1 A performance security, if required in BDS, shall be provided in the amount specified in BDS and form available at   <https://popp.undp.org/_layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_POPP_DOCUMENT_LIBRARY/Public/PSU_Solicitation_Performance%20Guarantee%20Form.docx&action=default> within fifteen (15) days of the contract signature by both parties. Where a performance security is required, the receipt of the performance security by UNDP shall be a condition for rendering the contract effective. |
| Bank Guarantee for Advanced Payment | * 1. Except when the interests of UNDP so require, it is UNDP’s preference to make no advance payment(s) (i.e., payments without having received any outputs). If an advance payment is allowed as per BDS, and exceeds 20% of the total contract price, or USD 30,000, whichever is less, the Bidder shall submit a Bank Guarantee in the full amount of the advance payment in the form available at <https://popp.undp.org/_layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_POPP_DOCUMENT_LIBRARY/Public/PSU_Contract%20Management%20Payment%20and%20Taxes_Advanced%20Payment%20Guarantee%20Form.docx&action=default> |
| Liquidated Damages | * 1. If specified in BDS, UNDP shall apply Liquidated Damages resulting from the Contractor’s delays or breach of its obligations as per the Contract. |
| Payment Provisions | * 1. Payment will be made only upon UNDP's acceptance of the work performed. The terms of payment shall be within thirty (30) days, after receipt of invoice and certification of acceptance of work issued by the proper authority in UNDP with direct supervision of the Contractor. Payment will be effected by bank transfer in the currency of contract. |
| Vendor Protest | * 1. UNDP’s vendor protest procedure provides an opportunity for appeal to those persons or firms not awarded a contract through a competitive procurement process. In the event that a Bidder believes that it was not treated fairly, the following link provides further details regarding UNDP vendor protest procedures: <http://www.undp.org/content/undp/en/home/operations/procurement/business/protest-and-sanctions.html> |
| Other Provisions | * 1. In the event that the Bidder offers a lower price to the host Government (e.g. General Services Administration (GSA) of the federal government of the United States of America) for similar services, UNDP shall be entitled to same lower price. The UNDP General Terms and Conditions shall have precedence.   2. UNDP is entitled to receive the same pricing offered by the same Contractor in contracts with the United Nations and/or its Agencies. The UNDP General Terms and Conditions shall have precedence.   3. The United Nations has established restrictions on employment of (former) UN staff who have been involved in the procurement process as per bulletin ST/SGB/2006/15 <http://www.un.org/en/ga/search/view_doc.asp?symbol=ST/SGB/2006/15&referer> |

# Section 3. Bid Data Sheet

The following data for the services to be procured shall complement, supplement, or amend the provisions in the Request for Proposals. In the case of a conflict between the Instructions to Bidders, the Data Sheet, and other annexes or references attached to the Data Sheet, the provisions in the Data Sheet shall prevail**.**

|  |  |  |  |
| --- | --- | --- | --- |
| **BDS No.** | **Ref. to Section.2** | **Data** | **Specific Instructions / Requirements** |
| 1 | 7 | Language of the Proposal | English |
| 2 |  | Submitting Proposals for Parts or sub-parts of the TOR (partial bids) | Not Allowed |
| 3 | 20 | Alternative Proposals | Shall not be considered |
| 4 | 21 | Pre-proposal conference | Will not be conducted |
| 5 | 10 | Proposal Validity Period | 120 days |
| 6 | 14 | Bid Security | **Required in the amount of USD 15,000.00 or the equivalent in the local currency using the UN Operational exchange rate**  **Bids submitted without the Security Proposal as per the Form (H) provided in this RFP, will be disqualified** |
| 7 | 41 | Advanced Payment upon signing of contract | Not Allowed |
| 8 | 42 | Liquidated Damages | Will not be imposed |
| 9 | 40 | Performance Security | Not Required |
| 10 | 18 | Currency of Proposal | United States Dollar |
| 11 | 31 | Deadline for submitting requests for clarifications/ questions | 7 days before the submission deadline |
| 12 | 31 | Contact Details for submitting clarifications/questions | Focal Person in UNDP: Aguiar A. Cuiundana  Address: Rua Major Kanhangulo Nr. 197  E-mail address: aguiar.cuiundana@undp.org |
| 13 | 18, 19 and 21 | Manner of Disseminating Supplemental Information to the RFP and responses/clarifications to queries | **Direct communication to prospective Proposers by email and Posting on the website http://procurement-notices.undp.org/** |
| 14 | 23 | Deadline for Submission | 17:00hrs, **on 15 January 2019 ( Angola local time)**  For eTendering submission - as indicated in eTendering system. Note that system time zone is in EST/EDT (New York) time zone. |
| 14 | 22 | Allowable Manner of Submitting Proposals | ☐ Courier/Hand Delivery  ☐ Submission by email   * **☐ e-Tendering** |
| 15 | 22 | Proposal Submission Address | [**For eTendering method, keep link below and insert Event ID information]**  **Please note that Proposals must be submitted electronically ( through Etendering method), following the Instructions Below and thereafter accessing the Event ID#:**    *Please note that this procurement process is being conducted through online tendering system of UNDP. Bidders who wish to submit an offer must be registered in the system. If already registered, sign in using your username and password. Use “Forgotten password” link if you do not remember your password. Do not create a new profile. If you have never registered in the system before, you can register by visiting the link below and entering the following login details.*  [*https://etendering.partneragencies.org*](https://etendering.partneragencies.org)  *Username: event.guest*  *Password: why2change*  ***Please note:***  ***1. It is strongly recommended to create your username with two parts, your first name and last name separated by “.”, similar to the one shown above.***  ***2. Once registered you will receive a valid password to the registered email address which you can use for signing in and changing your password, please bear in mind that your new password should meet the following criteria:***  ***• Minimum 8 characters***  ***• At least one UPPERCASE LETTER***  ***• At least one lowercase letter • At least one number***  ***You can participate in the bid event only if you have registered in the system.***  The tender can also be accessed through: <http://procurement-notices.undp.org/>; but submission would have to be online using the below etendering platform and event ID <https://etendering.partneragencies.org>  BU-AGO10, Event ID#0000003241 |
| 16 | 22 | Electronic submission (email or eTendering) requirements | * Format: PDF files only * File names must be maximum 60 characters long and must not contain any letter or special character other than from Latin alphabet/keyboard. * All files must be free of viruses and not corrupted*.* * Password for technical proposal must not be provided to UNDP until the date as indicated in No. 14 *(for email submission only)* * Password for financial proposal must not be provided to UNDP until requested by UNDP   Mandatory subject of email:[Specify]   * Documents which are required in original (e.g. Proposal Security) should be sent to the below address with a PDF copy submitted as part of the electronic submission:   **Condominio Rosalinda, UNDP Office, Edificio 1B-, estrada direita da Samba,** |
| 17 | 27  36 | Evaluation Method for the Award of Contract | Combined Scoring Method, using the 70%-30% distribution for technical and financial proposals respectively    The minimum technical score required to pass is 70%. |
| 18 |  | Expected date for commencement of Contract | ***February 1, 2019*** |
| 19 |  | Maximum expected duration of contract | **1 year and up to 2 additional years subject to satisfactory performance** |
| 20 | 35 | UNDP will award the contract to: | One Proposer Only |
| 21 | 39 | Type of Contract | Purchase Order and Contract for Goods and Services for UNDP  <http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html> |
| 22 | 39 | UNDP Contract Terms and Conditions that will apply | UNDP General Terms and Conditions for Professional Services  <http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html> |
| 23 |  | Other Information Related to the RFP | *N/A* |

# Section 4. Evaluation Criteria

**Preliminary Examination Criteria**

Proposals will be examined to determine whether they are complete and submitted in accordance with RFP requirements as per below criteria on a Yes/No basis:

* Appropriate signatures
* Power of Attorney
* Minimum documents provided
* Technical and Financial Proposals submitted separately
* Bid Validity

**Minimum Eligibility and Qualification Criteria**

Eligibility and Qualification will be evaluated on Pass/Fail basis.

If the Proposal is submitted as a Joint Venture/Consortium/Association, each member should meet minimum criteria, unless otherwise specified in the criterion.

|  |  |  |
| --- | --- | --- |
| **Subject** | **Criteria** | **Document Submission requirement** |
| **ELIGIBILITY** |  |  |
| **Legal Status** | Vendor is a legally registered entity. | Form B: Bidder Information Form |
| **Eligibility** | Vendor is not suspended, nor debarred, nor otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization in accordance with ITB clause 3. | Form A: Technical Proposal Submission Form |
| **Conflict of Interest** | No conflicts of interest in accordance with RFP clause 4. | Form A: Technical Proposal Submission Form |
| **Bankruptcy** | Not declared bankruptcy, not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal action against the vendor that could impair its operations in the foreseeable future. | Form A: Technical Proposal Submission Form |
|  |  |  |
| **QUALIFICATION** |  |  |
| **History of Non-Performing Contracts[[1]](#footnote-1)** | Non-performance of a contract did not occur as a result of contractor default for the last 3 years. | Form D: Qualification Form |
| **Litigation History** | No consistent history of court/arbitral award decisions against the Bidder for the last 3 years. | Form D: Qualification Form |
| **Previous Experience** | Minimum 10 years of relevant experience. | Form D: Qualification Form |
| Minimum 3 contracts of similar value, nature and complexity implemented over the last 5 years.  *(For JV/Consortium/Association, all Parties cumulatively should meet requirement).* | Form D: Qualification Form |
| **Financial Standing** | Minimum average sales turnover of **USD 2,000,000.00** for the last 3 years.  *(For JV/Consortium/Association, all Parties cumulatively should meet requirement).* | Form D: Qualification Form |
| Bidder must demonstrate the current soundness of its financial standing and indicate its prospective long-term profitability.  *(For JV/Consortium/Association, all Parties cumulatively should meet requirement).* | Form D: Qualification Form |
|  | Any additional criteria if required |  |

**Technical Evaluation Criteria**

|  |  |  |
| --- | --- | --- |
| **Summary of Technical Proposal Evaluation Forms** | | **Points Obtainable** |
| 1. | Bidder’s qualification, capacity and experience | 300 |
| 2. | Proposed Methodology, Approach and Implementation Plan | 400 |
| 3. | Management Structure and Key Personnel | 300 |
|  | **Total** | **1000** |

|  |  |  |
| --- | --- | --- |
| **Section 1. Bidder’s qualification, capacity and experience** | | **Points obtainable** |
| 1.1 | Reputation of Organization and Staff Credibility / Reliability / Industry Standing. Evaluation attributes are: Minimum 10 years of relevant experience and 5 of which in Angolan market **(20 points**); Certificate of registration of the business as customs Broker and forwarding Agent, including articles of incorporation **(10 points);** Company profile **(10 points);** Clients list **( 5 points)**; Reference letters from clients **( 5 points )** | 50 |
| 1.2 | General Organizational Capability which is likely to affect implementation: -  -Management structure: Company´s functional organogram and List of Staff (**10 points);**  -financial stability: audited accounts or certified accounts by Authorities for the last 3 years with positive returns ratio ( **10 points);**  - Project financing capacity: sales over US$ 675,000 for the last one year (**25 points**);  -Warehousing facilities within Luanda city capable (minimum 2000m2) of storing UN goods on a temporary basis ( **20 points** );  -Branches in provinces other than Luanda-(capital city of Angola) (**10 points)**  - List of minimum equipment available , e.g. heavy trucks 4x4, (5); hammer lift trucks (4); forklifts 3ton (2); Delivery vans for in-city trips (4) (**15 points)** | 90 |
| 1.3 | Relevance of specialized knowledge and experience on similar engagements done in the region/country:  - Specialized Knowledge in customs broker/handling services  **(10 points )**  - Knowledge about Angolan customs broker and forwarding services system  ( **25 points)**  - Experience on Similar Services in the Region ( **10 points )**  **-** Networking and affiliates outside Angola (**10 points )**  - Experience with UN agencies, embassies, multinational companies or other international bodies **( 15 points )** | 70 |
| 1.4 | Quality assurance procedures and risk mitigation measures:  **E.g. How customs clearance services will be handled in a satisfactory manner, bearing in mind the UN privileges and its tax exempt status; cost avoidance measures, time management and reporting of issues during the processes and the timely release of consignments .** | 60 |
| 1.5 | Organizational Commitment to Sustainability (mandatory weight)  -Organization is compliant with ISO 14001 or ISO 14064 or equivalent – **(20 points**): i.e. **environmental management systems in place**  -Organization is a member of the UN Global Compact –**(5 points )**  -Company applies some other means for environmental protection in compliance with local laws **( 5 points )** | 30 |
| **Total Section 1** | | **300** |

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| --- | --- | --- |
| **Section 2. Proposed Methodology, Approach and Implementation Plan** | | **Points obtainable** |
| 2.1 | Understanding of the requirement: Have the important aspects of the task been addressed in sufficient detail? Are the different components of the project adequately weighted relative to one another?  **Please provide a detailed description of the methodology for how the organization/firm will achieve the Terms of Reference, keeping in mind the appropriateness to local conditions and environment** | 80 |
| 2.2 | Description of the Offeror’s approach and methodology for meeting or exceeding the requirements of the Terms of Reference:  **Describe the step-by-step handling of customs and broker services in general, how provision of customs broker and forwarding services are carried out in particular in Angola, processes management and how to achieve timely responses to issues and or release of consignments when required. What measures will be put in place to mitigate risks.** | 100 |
| 2.3 | Details on how the different service elements shall be organized, controlled and delivered:  **This shall include details of the Proposer’s internal management and technical review mechanisms, tasks distribution, reporting and decision making in undertaking specific requirements/requests up to their conclusion.** | 50 |
| 2.4 | Description of available performance monitoring and evaluation mechanisms and tools; how they shall be adopted and used for a specific requirement.  **This shall describe how tracking of processes is performed, verifications and due diligences conducted, time managed; Internal capacities to successfully attend to emerging issues and providing solutions. How do or will these measures meet the requirement under the TOR.** | 50 |
| 2.5 | Assessment of the implementation plan proposed including whether the activities are properly sequenced and if these are logical and realistic:  **This shall describe reasonableness of execution of activities, timeframes for activities execution, customs broker and forwarding services inter-relation / dependability.** | 70 |
| 2.6 | Demonstration of ability to plan, integrate and effectively implement sustainability measures in the execution of the contract  **List any suggestions or innovations that could provide value additions, cost-effectiveness, cost avoidance, time-efficiency gains, value for money measures, environment protection, in the delivery of services required in the ToR.**  **The bidders can use industry innovations or past experience for such suggestions / recommendations after the interpretation of the ToRs and UNDP Policy** | 50 |
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| **Total Section** **2** | | **400** |

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| --- | --- | --- | --- |
| **Section 3. Management Structure and Key Personnel** | | | **Points obtainable** |
| 3.1 | Composition and structure of the team proposed. Are the proposed roles of the management and the team of key personnel suitable for the provision of the necessary services? |  | 60 |
| 3.2 | Qualifications of key personnel proposed |  |  |
| 3.2 a | Task Manager **(Dedicated to UN Agency portfolio)** |  | 120 |
|  | - General Experience: Minimum experience of 10 years of broker, customs clearing and forwarding services | 30 |  |
| - Specific Experience relevant to the assignment: 7 years conversant with Revenue Authority/tax systems of Angola, Port and Airport procedures, | 50 |
| - Experience with UN organizations, embassies and multilateral organizations | 30 |
| - Language Qualifications: Fluent in Portuguese, working knowledge English | 10 |
|  |  |
| 3.2 b | Team Leader (**Dedicated to UN Agencies portfolio )** |  | 80 |
|  | - General Experience: 5 years experience of customs broker, clearing and forwarding services. | 10 |  |
| - Specific Experience relevant to the assignment: knowledge of the Angolan customs services, tax and revenue services, port and airport procedures | 40 |
| - Bachelors degree in Business Administration, Logistics and or any other relevant area of social sciences | 20 |
| - Language Qualifications: Fluent in Portuguese, working knowledge English | 10 |
|  |  |
| 3.2 c | Junior Expert **( Dedicated to UN portfolio )** |  | 40 |
|  | - General Experience: 2 years knowledge of the customs services | 5 |  |
| - Specific Experience relevant to the assignment: knowledge of port and airport procedures, navigation Agents requirements and handling | 15 |
| - Education: Secondary school completion | 10 |
| - Language Qualifications: Portuguese (good spoken and writing skills) | 10 |
|  |  |
| **Total Section 3** | | | **300** |

# Section 5. Terms of Reference

### Project Description

The United Nations Development Programme (UNDP) in Angola on behalf of the UN agencies/funds/programmes and affiliates is hereby undertaking a solicitation of bid proposals from bidders who are interested in providing customs broker, clearance and forwarding services for incoming goods and equipment and for re-exportation of any such goods/equipment or personal effects outside Angola. Qualified, registered, suitable and interested companies working in Luanda and other customs hubs across the country are invited to submit a proposal to provide these services to UN Agencies in Luanda and any other point of Angola when so required.

The United Nations Agencies´ most imported commodities/goods, consists of Motor vehicles, medical supplies, heavy machinery equipment, computer equipment, office supplies/stationery items, furniture including household goods/personal effects, communication equipment and related accessories as well as humanitarian and emergency goods and supplies. Other commodities may be acquired as and when required in the broader scope of the UN partnership with government activities in Angola.

On average, the above UN Agencies had expenditures on customs clearance and forwarding services amounting to about **US$2,000,000** on importation charges over a period of three years.

##### Scope of Work

This section will provide a detail of the major activities expected to be undertaken by the contractor. The activities have been separated as follows:

**Provision of services for Custom broker, Clearance and freight forwarding.**

The services to be provided by the Contractor shall include freight and cargo handling, customs documentation, clearance, stuffing/un-stuffing of containers, packing or re-packing of cargo/consignments, use/lease of equipment required for loading/offloading operations, removals as and when required. In performing such services the contractor must strictly adhere and follow environmental protection procedures, policies rules and regulations in conformity with internationally recognized standards and local Authorities regulations.

The Contractor shall:

* 1. Provide services for the Clearance of goods, motor vehicles and other consignments arriving into Angola, on behalf of UN Agencies;
  2. The clearance of these shipments shall commence upon their arrival, delivery of documentation to the Agent and shall be completed within no more than 8 working days from the receipt of documentation. In case of any issues with clearance process, the company shall promptly notify the concerned UN Agency´s procurement and or logistics units of any delays whether caused by non-availability of documentation or any other factors that might delay clearance of the goods.
  3. Process and handle all Customs formalities, i.e. application of exemption letters, application for permits and completion of Customs bills of entry and related Customs clearance documentation;
  4. Ensure that the number of pieces, dimensions of each piece, the description of items, the packing and the gross weight and markings are in accordance with the information contained in the documents submitted by the respective Agencies;
  5. Liaise with relevant authority at the respective Agency and the Government;
  6. Provide timely notice of any loss, damage or delay in respect of the goods as may be required under the applicable contract of carriage or other contract, or under the applicable transport document;
  7. Notify and consult with Agency assigned unit on any problems encountered with respect to the Agency consignments;
  8. Immediately upon receipt of goods on behalf of UN Agencies, issue a signed Forwarder Certificate of Receipt (FCR) indicating the date, the Purchase Order or Request number, the delivery number, the date goods were received, the number of pieces, goods volume and weight, a description of the goods, name of the supplier, supplier’s invoice number, currency and amount, point of origin (delivery point or port of loading) and the port of discharge, and submit the arrival notice to the respective Agency as soon as the shipping arrangement has been made;
  9. Prepay or arrange for prepayment of all applicable charges from the point of delivery by the supplier as indicated in the purchase order to point of final destination named in the purchase order, provided that the Contractor shall ensure that such charges do not include taxes, excises or other duties imposed by governmental authorities.
  10. Promptly inform the Agency for purpose of approval of any situation under the Contract, which might impose additional financial obligations on the Agency.
  11. Arrange with Agency for timely transportation of consignments to avoid storage or demurrage charges.
  12. Collect and deliver cargo
  13. Perform Removals in transit or bond
  14. Provide Handling and processing of export documentation
  15. The Contractor shall initially receive notifications of shipment arrivals from the respective Agencies. The Contractor will contact all shipping Agents and airline companies and obtain delivery orders, Air Way Bill / Bill of Lading. The Contractor shall monitor the arrival of the vessels and/or airplanes and advise the respective Agency of any delay in the arrivals.
  16. The Contractor will thereafter process all the customs formalities in the various customs departments.

The contractor shall further:

1. For undelivered consignments, immediately notify the respective agency focal point through email or telephone of any irregularities such as delays, damage/loss of documents and consignments. The contractor shall be liable for all damages where it is determined that the delay, damage to or loss of documents/consignment/ is attributable either to the fault of, or negligence in the part of the contractor.
2. The Contractor shall submit list of storage points and storage period for shipments that must be routed through other countries.
3. The contractor shall provide an investigation report within 24 hours for all delays, opened, lost or non-arrival of consignments or documents. The format should be as follows:
4. Shipment details
5. Sequence of events
6. Failure analysis (Reasons for Failure/Causes of failure)
7. Investigation results
8. Containment plan (corrective actions)
9. Measures to minimize occurrence
10. Conclusion

##### Expected Outputs

* Provision of timely and efficient services for the handling and delivery of UN property
* Confidentiality and safeguarding of UN property
* Prompt submission and correct billing statements in accordance with contract
* High performance of technical staff and customer support services
* Promptly inform the Agency for purpose of approval of any situation under the Contract, which might impose additional financial obligations on the Agency.
* Arrange with Agency for timely transportation of consignments to avoid storage or demurrage charges;
* Advance any funds required for the payment of fees or other third party charges directly levied for clearance of goods from customs services or similar authorities.
* Provide Attendance at Customs Physical Examinations, at a required time and relevant point of entry;
* Make all efforts to avoid any additional and/or unavoidable costs to the UN.

**E. Institutional Arrangement**

The contractor shall have its own premises to operate from and for effective operations, handling of UN property, the contractor shall own or possess and or have privileged access to the necessary equipment including trucks, delivery vans, storage and parking facilities accommodate large quantities of special medical care products on temporary basis as and when needed, with proper security measures, controls and verifications, qualified personnel, expertise and other means necessary to perform the related services in accordance with industry’s best practice. The contractor shall have the necessary ICT tools / internet facilities to effectively manage the different UN requests and facilitating communication at all times.

For specific concerns relating to the contractual services and/or billing inquiries, the contractor shall liaise with the authorized personnel of the respective agency; however for overall concerns relating to the implementation of the contract, the contractor shall collaborate with the UNDP Operations with copy to the UN participating Agencies.

**F. Duration of the Work**

The successful Contractor shall be awarded a contract for the provision of the services for an initial period of one (1) year with a performance review after the initial six (6) months. Subject to satisfactory performance, the contract may be extended for an additional two years.

The contract may be renewable subject to retention of the same terms and conditions of the previous agreed upon rates and upon satisfactory performance of the contractual services.

**G. Duty Station**

The contractor shall operate from its premises from 8:00am to 5:00 pm Monday through Friday and shall report to the concerned UN Agencies of the progress of consignments handling for timely clearance.

**H. Qualifications of the Successful Contractor at Various Levels**

The contractor shall be a well-established company with expertise in the provision of professional and quality services in the related areas.

The contractor must possess due licences to operate as both Customs Broker and Freight forwarding entity, legally authorized to operate in Angola.

Where one of the above documentation requirement (licence) is accessed through a third party, that will be assumed as subcontracting of services. Accordingly, sub-contracting under the present contractual arrangement, if not properly handled, may carry considerable performance risks for implementation of the activities under the TOR. Thus, any such relation must be duly evidenced, justified and the terms of such a third party arrangement/ service agreement must be disclosed to the UN Agencies as well as its operationality.

The contractor shall have a dedicated team that is knowledgeable with the qualification and expertise in the relevant area of services to be provided in order to ensure efficient and effective provision of services. The dedicated team should also possess experience with international organizations.

At minimum, the following persons must be assigned to the contract and serve each individual UN Agency:

* Task Manager / Account Manager
* Client Services Agent / Team Leader

The Account Manager will be responsible for overseeing the running of the account and will be the focal point on all matters related to the contract. She/he will periodically meet with the UN agencies to discuss matters of mutual interest. He/She will internally coordinate and oversee the implementation of the activities in liaison with the Team Leader for the UN portofolio, providing guidance and intervening at high level to solve performance issues under the portfolio, including, but not limited to liaising with Government Authorities on behalf of the UN Agencies for issues related to shipments that require special attention, care and timely release.

• Client Services Agent / Team Leader

The Client Services Agent will be responsible for tracking and tracing shipments, investigating and solving all queries that may arise, attending to all clearing, forwarding and shipping enquiries. She/he will also manage the receiving and processing of all customs clearance documents including air waybill, road consignment notes and export clearance.

* Junior Expert

The junior experts are all contractor´s personnel charged with physical handling of the UN documentation, namely on tasks such as collection of exemption documentation from UN premises, Liners and delivery to the Client services Agent / Team Leader for proper and actual processing. Junior expert will also be responsible in accompanying of UN cargo and assistance for loading/offloading from the points of entry to the premises of the UN or the named destination, in close liaison with the Team Leader.

# Section 6: Returnable Bidding Forms / Checklist

This form serves as a checklist for preparation of your Proposal. Please complete the Returnable Bidding Forms in accordance with the instructions in the forms and return them as part of your Proposal submission. No alteration to format of forms shall be permitted and no substitution shall be accepted.

Before submitting your Proposal, please ensure compliance with the Proposal Submission instructions of the BDS 22.

**Technical Proposal Envelope:**

|  |  |
| --- | --- |
| **Have you duly completed all the Returnable Bidding Forms?** |  |
| * Form A: Technical Proposal Submission Form |  |
| * Form B: Bidder Information Form |  |
| * Form C: Joint Venture/Consortium/ Association Information Form |  |
| * Form D: Qualification Form |  |
| * Form E: Format of Technical Proposal |  |
| **Have you provided the required documents to establish compliance with the evaluation criteria in Section 4?** |  |

**Financial Proposal Envelope**

**(Must be submitted in a separate sealed envelope/password protected email)**

|  |  |
| --- | --- |
| * Form F: Financial Proposal Submission Form |  |
| * Form G: Financial Proposal Form |  |
| * Form H: Proposal Security Form |  |
|  |  |

## **Form A:** Technical Proposal Submission Form

|  |  |  |  |
| --- | --- | --- | --- |
| Name of Bidder: | [Insert Name of Bidder] | Date: | Select date |
| RFP reference: | [Insert RFP Reference Number] | | |

We, the undersigned, offer to provide the services for [Insert Title of services] in accordance with your Request for Proposal No. [Insert RFP Reference Number] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal and our Financial Proposal sealed under a separate envelope.

We hereby declare that our firm, its affiliates or subsidiaries or employees, including any JV/Consortium /Association members or subcontractors or suppliers for any part of the contract:

1. is not under procurement prohibition by the United Nations, including but not limited to prohibitions derived from the Compendium of United Nations Security Council Sanctions Lists;
2. have not been suspended, debarred, sanctioned or otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization;
3. have no conflict of interest in accordance with Instruction to Bidders Clause 4;
4. do not employ, or anticipate employing, any person(s) who is, or has been a UN staff member within the last year, if said UN staff member has or had prior professional dealings with our firm in his/her capacity as UN staff member within the last three years of service with the UN (in accordance with UN post-employment restrictions published in ST/SGB/2006/15);
5. have not declared bankruptcy, are not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal action against them that could impair their operations in the foreseeable future;
6. undertake not to engage in proscribed practices, including but not limited to corruption, fraud, coercion, collusion, obstruction, or any other unethical practice, with the UN or any other party, and to conduct business in a manner that averts any financial, operational, reputational or other undue risk to the UN and we embrace the principles of the United Nations Supplier Code of Conduct and adhere to the principles of the United Nations Global Compact.

We declare that all the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification and/or sanctioning by the UNDP.

We offer to provide services in conformity with the Bidding documents, including the UNDP General Conditions of Contract and in accordance with the Terms of Reference

Our Proposal shall be valid and remain binding upon us for the period of time specified in the Bid Data Sheet.

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

I, the undersigned, certify that I am duly authorized by [Insert Name of Bidder] to sign this Proposal and bind it should UNDP accept this Proposal.

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[*Stamp with official stamp of the Bidder*]

## **Form B:** BidderInformation Form

|  |  |
| --- | --- |
| **Legal name of Bidder** | [Complete] |
| **Legal address** | [Complete] |
| **Year of registration** | [Complete] |
| **Bidder’s Authorized Representative Information** | Name and Title: [Complete]  Telephone numbers: [Complete]  Email: [Complete] |
| **Are you a UNGM registered vendor?** | Yes  No If yes, [insert UGNM vendor number] |
| **Are you a UNDP vendor?** | Yes  No If yes, [insert UNDP vendor number] |
| **Countries of operation** | [Complete] |
| **No. of full-time employees** | [Complete] |
| **Quality Assurance Certification (e.g. ISO 9000 or Equivalent) (***If yes, provide a Copy of the valid Certificate):* | [Complete] |
| **Does your Company hold any accreditation such as ISO 14001 related to the environment?** *(If yes, provide a Copy of the valid Certificate):* | [Complete] |
| **Does your Company have a written Statement of its Environmental Policy?** *(If yes, provide a Copy)* | [Complete] |
| **Contact person UNDP may contact for requests for clarification during Proposal evaluation** | Name and Title: [Complete]  Telephone numbers: [Complete]  Email: [Complete] |
| **Please attach the following documents:** | * Company Profile, which should not exceed fifteen (15) pages, including printed brochures and product catalogues relevant to the goods/services being procured * Certificate of Incorporation/ Business Registration * Tax Registration/Payment Certificate issued by the Internal Revenue Authority evidencing that the Bidder is updated with its tax payment obligations, or Certificate of Tax exemption, if any such privilege is enjoyed by the Bidder * Trade name registration papers, if applicable * Local Government permit to locate and operate in assignment location, if applicable * Official Letter of Appointment as local representative, if Bidder is submitting a Bid in behalf of an entity located outside the country * Power of Attorney |

## **Form C:** Joint Venture/Consortium/Association Information Form

|  |  |  |  |
| --- | --- | --- | --- |
| Name of Bidder: | [Insert Name of Bidder] | Date: | Select date |
| RFP reference: | [Insert RFP Reference Number] | | |

To be completed and returned with your Proposal if the Proposal is submitted as a Joint Venture/Consortium/Association.

|  |  |  |
| --- | --- | --- |
| **No** | **Name of Partner and contact information** *(address, telephone numbers, fax numbers, e-mail address)* | **Proposed proportion of responsibilities (in %) and type of services to be performed** |
| 1 | [Complete] | [Complete] |
| 2 | [Complete] | [Complete] |
| 3 | [Complete] | [Complete] |

|  |  |
| --- | --- |
| **Name of leading partner**  (with authority to bind the JV, Consortium, Association during the RFP process and, in the event a Contract is awarded, during contract execution) | [Complete] |

We have attached a copy of the below document signed by every partner, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said joint venture:

Letter of intent to form a joint venture ***OR***  JV/Consortium/Association agreement

We hereby confirm that if the contract is awarded, all parties of the Joint Venture/Consortium/Association shall be jointly and severally liable to UNDP for the fulfillment of the provisions of the Contract.

|  |  |
| --- | --- |
| Name of partner: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Name of partner: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  |  |
| Name of partner: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Name of partner: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

## **Form D:** QualificationForm

|  |  |  |  |
| --- | --- | --- | --- |
| Name of Bidder: | [Insert Name of Bidder] | Date: | Select date |
| RFP reference: | [Insert RFP Reference Number] | | |

If JV/Consortium/Association, to be completed by each partner.

**Historical Contract Non-Performance**

|  |  |  |  |
| --- | --- | --- | --- |
| Contract non-performance did not occur for the last 3 years | | | |
| Contract(s) not performed for the last 3 years | | | |
| **Year** | **Non- performed portion of contract** | **Contract Identification** | **Total Contract Amount** (current value in US$) |
|  |  | Name of Client:  Address of Client:  Reason(s) for non-performance: |  |

**Litigation History** (including pending litigation)

|  |  |  |  |
| --- | --- | --- | --- |
| No litigation history for the last 3 years | | | |
| Litigation History as indicated below | | | |
| **Year of dispute** | **Amount in dispute** (in US$) | **Contract Identification** | **Total Contract Amount** (current value in US$) |
|  |  | Name of Client:  Address of Client:  Matter in dispute:  Party who initiated the dispute:  Status of dispute:  Party awarded if resolved: |  |

**Previous Relevant Experience**

Please list only previous similar assignments successfully completed in the last 3 years.

List only those assignments for which the Bidder was legally contracted or sub-contracted by the Client as a company or was one of the Consortium/JV partners. Assignments completed by the Bidder’s individual experts working privately or through other firms cannot be claimed as the relevant experience of the Bidder, or that of the Bidder’s partners or sub-consultants, but can be claimed by the Experts themselves in their CVs. The Bidder should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested by UNDP.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Project name & Country of Assignment** | **Client & Reference Contact Details** | **Contract Value** | **Period of activity and status** | **Types of activities undertaken** |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |

*Bidders may also attach their own Project Data Sheets with more details for assignments above.*

  Attached are the Statements of Satisfactory Performance from the Top 3 (three) Clients or more.

**Financial Standing**

|  |  |
| --- | --- |
| **Annual Turnover for the last 3 years** | Year       USD  Year       USD  Year       USD |
| **Latest Credit Rating (if any), indicate the source** |  |

|  |  |  |  |
| --- | --- | --- | --- |
| **Financial information**  (in US$ equivalent) | **Historic information for the last 3 years** | | |
|  | Year 1 | Year 2 | Year 3 |
|  | *Information from Balance Sheet* | | |
| Total Assets (TA) |  |  |  |
| Total Liabilities (TL) |  |  |  |
| Current Assets (CA) |  |  |  |
| Current Liabilities (CL) |  |  |  |
|  | *Information from Income Statement* | | |
| Total / Gross Revenue (TR) |  |  |  |
| Profits Before Taxes (PBT) |  |  |  |
| Net Profit |  |  |  |
| Current Ratio |  |  |  |

 Attached are copies of the audited financial statements (balance sheets, including all related notes, and income statements) for the years required above complying with the following condition:

* 1. Must reflect the financial situation of the Bidder or party to a JV, and not sister or parent companies;
  2. Historic financial statements must be audited by a certified public accountant;
  3. Historic financial statements must correspond to accounting periods already completed and audited. No statements for partial periods shall be accepted.

## **Form E:** Format ofTechnical Proposal

|  |  |  |  |
| --- | --- | --- | --- |
| Name of Bidder: | [Insert Name of Bidder] | Date: | Select date |
| RFP reference: | [Insert RFP Reference Number] | | |

The Bidder’s proposal should be organized to follow this format of Technical Proposal. Where the bidder is presented with a requirement or asked to use a specific approach, the bidder must not only state its acceptance, but also describe how it intends to comply with the requirements. Where a descriptive response is requested, failure to provide the same will be viewed as non-responsive.

**SECTION 1: Bidder’s qualification, capacity and expertise**

* 1. Brief description of the organization, including the year and country of incorporation, and types of activities undertaken.
  2. General organizational capability which is likely to affect implementation: management structure, financial stability and project financing capacity, project management controls, extent to which any work would be subcontracted (if so, provide details).
  3. Relevance of specialized knowledge and experience on similar engagements done in the region/country.
  4. Quality assurance procedures and risk mitigation measures.
  5. Organization’s commitment to sustainability.

**SECTION 2: Proposed Methodology, Approach and Implementation Plan**

This section should demonstrate the bidder’s responsiveness to the TOR by identifying the specific components proposed, addressing the requirements, providing a detailed description of the essential performance characteristics proposed and demonstrating how the proposed approach and methodology meets or exceeds the requirements. All important aspects should be addressed in sufficient detail and different components of the project should be adequately weighted relative to one another.

* 1. A detailed description of the approach and methodology for how the Bidder will achieve the Terms of Reference of the project, keeping in mind the appropriateness to local conditions and project environment. Details how the different service elements shall be organized, controlled and delivered.
  2. The methodology shall also include details of the Bidder’s internal technical and quality assurance review mechanisms.
  3. Explain whether any work would be subcontracted, to whom, how much percentage of the work, the rationale for such, and the roles of the proposed sub-contractors and how everyone will function as a team.
  4. Description of available performance monitoring and evaluation mechanisms and tools; how they shall be adopted and used for a specific requirement.
  5. Implementation plan including a Gantt Chart or Project Schedule indicating the detailed sequence of activities that will be undertaken and their corresponding timing.
  6. Demonstrate how you plan to integrate sustainability measures in the execution of the contract.
  7. Any other comments or information regarding the project approach and methodology that will be adopted.

**SECTION 2A: Bidder’s Comments and Suggestions on the Terms of Reference**

Provide comments and suggestions on the Terms of Reference, or additional services that will be rendered beyond the requirements of the TOR, if any.

**SECTION 3: Management Structure and Key Personnel**

* 1. Describe the overall management approach toward planning and implementing the project. Include an organization chart for the management of the project describing the relationship of key positions and designations. Provide a spreadsheet to show the activities of each personnel and the time allocated for his/her involvement.
  2. Provide CVs for key personnel that will be provided to support the implementation of this project using the format below. CVs should demonstrate qualifications in areas relevant to the Scope of Services.

**Format for CV of Proposed Key Personnel**

|  |  |
| --- | --- |
| Name of Personnel | [Insert] |
| Position for this assignment | [Insert] |
| Nationality | [Insert] |
| Language proficiency | [Insert] |
| Education/ Qualifications | *[Summarize college/university and other specialized education of personnel member, giving names of schools, dates attended, and degrees/qualifications obtained.]* |
| [Insert] |
| Professional certifications | *[Provide details of professional certifications relevant to the scope of services]* |
| * Name of institution: [Insert] * Date of certification: [Insert] |
| Employment Record/ Experience | *[List all positions held by personnel (starting with present position, list in reverse order), giving dates, names of employing organization, title of position held and location of employment. For experience in last five years, detail the type of activities performed, degree of responsibilities, location of assignments and any other information or professional experience considered pertinent for this assignment.]* |
| [Insert] |
| References | *[Provide names, addresses, phone and email contact information for two (2) references]* |
| Reference 1:  [Insert]  Reference 2:  [Insert] |

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe my qualifications, my experiences, and other relevant information about myself.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Personnel Date (Day/Month/Year)

## **Form F:** Financial Proposal Submission Form

|  |  |  |  |
| --- | --- | --- | --- |
| Name of Bidder: | [Insert Name of Bidder] | Date: | Select date |
| RFP reference: | [Insert RFP Reference Number] | | |

We, the undersigned, offer to provide the services for [Insert Title of services] in accordance with your Request for Proposal No. [Insert RFP Reference Number] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal and our Financial Proposal sealed under a separate envelope.

Our attached Financial Proposal is for the sum of [Insert amount in words and figures].

Our Proposal shall be valid and remain binding upon us for the period of time specified in the Bid Data Sheet.

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

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[*Stamp with official stamp of the Bidder*]

## **Form G:** Financial ProposalForm

|  |  |  |  |
| --- | --- | --- | --- |
| Name of Bidder: | [Insert Name of Bidder] | Date: | Select date |
| RFP reference: | [Insert RFP Reference Number] | | |

The Bidder is required to prepare the Financial Proposal following the below format and submit it in an envelope separate from the Technical Proposal as indicated in the Instruction to Bidders. Any Financial information provided in the Technical Proposal shall lead to Bidder’s disqualification.

The Financial Proposal should align with the requirements in the Terms of Reference and the Bidder’s Technical Proposal.

**Currency of the proposal:** USD **( but all payments will be made in Kwanzas-AOA- at the UN Operational Rate of Exchange)**

**Services and Charges by Customs Broker and Forwarding Agent**

|  |  |  |  |
| --- | --- | --- | --- |
| **Part A** | **Description** | **Service Price/Cost**  **( USD)** | **Percentage (%) where applicable** |
|  | **Basic fee for document processing:**  collect document from airport/port, collect exemption letter from UN Agency, validation/stamping of consignment documents, enter documents through relevant Customs Office and relevant Ministries (EXCEPT LOADING FEES) |  |  |
| Charges/Kg (if applicable) over cargo declared weightage |  |  |
| Charges over CIP/CIF/ value ( If applicable) |  |  |
| Customs Broker Charges ( if applicable ) |  |  |
| Forwarding Agent´s charges ( if applicable ) |  |  |
| Administrative fees over Advanced amounts ( by clearing Agent) |  |  |
| **Subtotal** |  |  |
| **Part B** |  |  |  |
|  | **Government Fees/ Charges and authorized concessionaires at entry points (Airport + Port)** |  |  |
| Official Customs fee over CIF/CIP/ value ( general customs emoluments and stamp) |  |  |
| Stamping fees |  |  |
| Fiscal fees |  |  |
| Terminal fees |  |  |
| Storage charges per / Kg / day |  |  |
|  |  |  |
| **Subtotal** |  |  |
| **Part C** | **Transportation Charges by Agent** |  |  |
|  | **Fees/charges for cargo delivery if transport provided by Agent to UN premises within Luanda for:** |  |  |
| Less than 200Kgs |  |  |
| 201-1000Kgs using 1M ton pickup (including loading) |  |  |
| 1001-2000Kgs, using 2Mton pick up (including loading) |  |  |
| 2001-3500Kgs, using light truck (including loading) |  |  |
| 8000-15000Kgs, using 15Mton truck (including loading) |  |  |
| 15,001-20000Kgs using 20Mton truck (including loading) |  |  |
| Provision of Hammer lift truck ( Loading/offloading) |  |  |
| Provision of 10Mton crane (loading/offloading) per hour |  |  |
| Storage charge if consignment kept at Agent´s facilities/warehouse, per day |  |  |
| Packing and un-packing ("Stuffing" and un-stuffing') of 20ft containers (and part thereof) and/or Physical |  |  |
|  | **Subtotal** |  |  |

**Transportation to and from provinces by road, except, cabinda\*(which is only accessible by air) province**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Part D** |  |  | **Cost (USD)** | | | |
|  | Political/administrative Zones | Provinces | 40ft | 20ft | Pallet | Per/ Kg /trip |
|  | North/west | 1. Luanda  2. Cabinda\*  3.Mbanza Congo  4. Bengo |  |  |  |  |
|  | North East | 1. Uige  2. Malange  3. Cuanza Norte  4.Lunda Norte |  |  |  |  |
|  | East/Southwest/South | 1. Lunda Sul  2. Moxico  3.Benguela  4. Bié  5.Kwanza Sul  6.Huambo  7.Namibe  8. Huila  9.Cuando Cubango  10. Cunene |  |  |  |  |
|  |  | **Subtotals** |  |  |  |  |

|  |  |  |  |
| --- | --- | --- | --- |
| **GRAND TOTAL A, C & D (USD)** |  |  |  |

**Form H:** Form ofProposal Security

**Proposal Security must be issued using the official letterhead of the Issuing Bank.**

**Except for indicated fields, no changes may be made on this template.**

To: UNDP

*[Insert contact information as provided in Data Sheet]*

WHEREAS [Name and address of Bidder] (hereinafter called “the Bidder”) has submitted a Proposal to UNDP dated Click here to enter a date. to execute Services [Insert Title of Services] (hereinafter called “the Proposal”):

AND WHEREAS it has been stipulated by you that the Bidder shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security in the event that the Bidder:

1. Fails to sign the Contract after UNDP has awarded it;
2. Withdraws its Proposal after the date of the opening of the Proposals;
3. Fails to comply with UNDP’s variation of requirement, as per RFP instructions; or
4. Fails to furnish Performance Security, insurances, or other documents that UNDP may require as a condition to rendering the contract effective.

AND WHEREAS we have agreed to give the Bidder such this Bank Guarantee:

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Bidder, up to a total of [*amount of guarantee*] [*in words and numbers*], such sum being payable in the types and proportions of currencies in which the Price Proposal is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of *[amount of guarantee as aforesaid*] without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

This guarantee shall be valid up to 30 days after the final date of validity of bids.

**SIGNATURE AND SEAL OF THE GUARANTOR BANK**

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Bank \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*[Stamp with official stamp of the Bank]*

1. Non-performance, as decided by UNDP, shall include all contracts where (a) non-performance was not challenged by the contractor, including through referral to the dispute resolution mechanism under the respective contract, and (b) contracts that were so challenged but fully settled against the contractor. Non-performance shall not include contracts where Employers decision was overruled by the dispute resolution mechanism. Non-performance must be based on all information on fully settled disputes or litigation, i.e. dispute or litigation that has been resolved in accordance with the dispute resolution mechanism under the respective contract and where all appeal instances available to the Bidder have been exhausted. [↑](#footnote-ref-1)