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**REQUEST FOR PROPOSAL**

**Long Term Agreement (LTA) up to a maximum of 3 years**

**Request for Proposal for the Provision of Cafeteria Services for UNDP South Sudan in the Office  
Compound and Residentials area in Juba**

**Ref: No. Q-120/18**

**South Sudan**

RFP No.: Q-120/18

Project: Operations

Country: South Sudan

Issued on: 12 December 2018

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## Section 1. Letter of Invitation

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

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 [procurement.info.ss@undp.org](mailto:procurement.info.ss@undp.org) , indicating whether you intend to submit a Proposal or otherwise, 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: Williams Diing  
Title: Procurement Analyst  
Date: **December 12, 2018**

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Name: Aicha Cherif  
Title: Head of Procurement Unit  
Date: **December 12, 2018**

A. GENERAL PROVISIONS	
1. Introduction	1.1 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 <a href="https://popp.undp.org/SitePages/POPPBSUnit.aspx?TermID=254a9f96-b883-476a-8ef8-e81f93a2b38d">https://popp.undp.org/SitePages/POPPBSUnit.aspx?TermID=254a9f96-b883-476a-8ef8-e81f93a2b38d</a>
	1.2 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.
	1.3 As part of the bid, it is desired that the Bidder registers at the United Nations Global Marketplace (UNGM) website ( <a href="http://www.ungm.org">www.ungm.org</a> ). 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.
2. Fraud & Corruption, Gifts and Hospitality	2.1 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 <a href="http://www.undp.org/content/undp/en/home/operations/accountability/audit/office_of_audit_andinvestigation.html#anti">http://www.undp.org/content/undp/en/home/operations/accountability/audit/office_of_audit_andinvestigation.html#anti</a>
	2.2 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.
	2.3 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.
	2.4 All Bidders must adhere to the UN Supplier Code of Conduct, which may be found at <a href="http://www.un.org/depts/ptd/pdf/conduct_english.pdf">http://www.un.org/depts/ptd/pdf/conduct_english.pdf</a>
3. Eligibility	3.1 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.
	3.2 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.

<b>4. Conflict of Interests</b>	<p>4.1 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:</p> <ul style="list-style-type: none"> <li>a) 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;</li> <li>b) Were involved in the preparation and/or design of the programme/project related to the services requested under this RFP; or</li> <li>c) Are found to be in conflict for any other reason, as may be established by, or at the discretion of UNDP.</li> </ul> <p>4.2 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.</p> <p>4.3 Similarly, the Bidders must disclose in their proposal their knowledge of the following:</p> <ul style="list-style-type: none"> <li>a) 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</li> <li>b) All other circumstances that could potentially lead to actual or perceived conflict of interest, collusion or unfair competition practices.</li> </ul> <p>Failure to disclose such an information may result in the rejection of the proposal or proposals affected by the non-disclosure.</p> <p>4.4 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.</p>
<b>B. PREPARATION OF PROPOSALS</b>	
<b>5. General Considerations</b>	<p>5.1 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.</p> <p>5.2 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</p>
<b>6. Cost of Preparation of Proposal</b>	<p>6.1 The Bidder shall bear aEny 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.</p>

<b>7. Language</b>	7.1 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.
<b>8. Documents Comprising the Proposal</b>	8.1 The Proposal shall comprise of the following documents: a) Documents Establishing the Eligibility and Qualifications of the Bidder; b) Technical Proposal; c) Financial Proposal; d) Proposal Security, if required by BDS; e) Any attachments and/or appendices to the Proposal.
<b>9. Documents Establishing the Eligibility and Qualifications of the Bidder</b>	9.1 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.
<b>10. Technical Proposal Format and Content</b>	10.1 The Bidder is required to submit a Technical Proposal using the Standard Forms and templates provided in Section 6 of the RFP. 10.2 The Technical Proposal shall not include any price or financial information. A Technical Proposal containing material financial information may be declared non-responsive. 10.3 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 10.4 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.
<b>11. Financial Proposals</b>	11.1 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. 11.2 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. 11.3 Prices and other financial information must not be disclosed in any other place except in the financial proposal.
<b>12. Proposal Security</b>	12.1 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. 12.2 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. 12.3 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. 12.4 In the event an electronic submission is allowed in the BDS, Bidders shall

	<p>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.</p> <p>12.5 The Proposal Security may be forfeited by UNDP, and the Proposal rejected, in the event of any one or combination, of the following conditions:</p> <p>a) If the Bidder withdraws its offer during the period of the Proposal Validity specified in the BDS, or;</p> <p>b) In the event that the successful Bidder fails:</p> <p>i. to sign the Contract after UNDP has issued an award; or</p> <p>12.6 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.</p>
<b>13. Currencies</b>	<p>13.1 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:</p> <p>a) 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</p> <p>b) 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.</p>
<b>14. Joint Venture, Consortium or Association</b>	<p>14.1 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.</p> <p>14.2 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.</p> <p>14.3 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.</p> <p>14.4 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.</p> <p>14.5 A JV, Consortium or Association in presenting its track record and experience should clearly differentiate between:</p>



	<p>a) Those that were undertaken together by the JV, Consortium or Association; and</p> <p>b) Those that were undertaken by the individual entities of the JV, Consortium or Association.</p> <p>14.6 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.</p> <p>14.7 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.</p>
<b>15. Only One Proposal</b>	<p>15.1 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.</p> <p>15.2 Proposals submitted by two (2) or more Bidders shall all be rejected if they are found to have any of the following:</p> <ul style="list-style-type: none"> <li>a) they have at least one controlling partner, director or shareholder in common; or</li> <li>b) any one of them receive or have received any direct or indirect subsidy from the other/s; or</li> <li>c) they have the same legal representative for purposes of this RFP; or</li> <li>d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about, or influence on the Proposal of, another Bidder regarding this RFP process;</li> <li>e) 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</li> <li>f) 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.</li> </ul>
<b>16. Proposal Validity Period</b>	<p>16.1 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.</p> <p>16.2 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.</p>
<b>17. Extension of Proposal Validity Period</b>	<p>17.1 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.</p> <p>17.2 If the Bidder agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal.</p>

	17.3 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.
<b>18. Clarification of Proposal</b>	<p>18.1 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.</p> <p>18.2 UNDP will provide the responses to clarifications through the method specified in the BDS.</p> <p>18.3 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.</p>
<b>19. Amendment of Proposals</b>	<p>19.1 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.</p> <p>19.2 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.</p>
<b>20. Alternative Proposals</b>	<p>20.1 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.</p> <p>20.2 If multiple/alternative proposals are being submitted, they must be clearly marked as "Main Proposal" and "Alternative Proposal"</p>
<b>21. Pre-Bid Conference</b>	21.1 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.
<b>C. SUBMISSION AND OPENING OF PROPOSALS</b>	

<b>22. Submission</b>	<p>22.1 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.</p> <p>22.2 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.</p> <p>22.3 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.</p>
<b>Hard copy (manual) submission</b>	<p>22.4 Hard copy (manual) submission by courier or hand delivery allowed or specified in the BDS shall be governed as follows:</p> <ul style="list-style-type: none"> <li>a) 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.</li> <li>b) 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: <ul style="list-style-type: none"> <li>i. Bear the name and address of the bidder;</li> <li>ii. Be addressed to UNDP as specified in the BDS</li> </ul> </li> <li>iii. Bear a warning that states <i>"Not to be opened before the time and date for proposal opening"</i> as specified in the BDS.</li> </ul> <p>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.</p>
<b>Email Submission</b>	<p>22.5 Email submission, if allowed or specified in the BDS, shall be governed as follows:</p> <ul style="list-style-type: none"> <li>a) Electronic files that form part of the proposal must be in accordance with the format and requirements indicated in BDS;</li> <li>b) 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.</li> <li>c) 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.</li> </ul>
<b>eTendering submission</b>	<p>22.6 Electronic submission through eTendering, if allowed or specified in the BDS,</p>

	<p>shall be governed as follows:</p> <ul style="list-style-type: none"> <li>a) Electronic files that form part of the proposal must be in accordance with the format and requirements indicated in BDS;</li> <li>b) The Technical Proposal and the Financial Proposal files MUST BE COMPLETELY SEPARATE and each of them must be uploaded individually and clearly labelled.</li> <li>d) 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.</li> <li>c) 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.</li> <li>d) 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:  <a href="http://www.undp.org/content/undp/en/home/operations/procurement/business/procurement-notice/resources/">http://www.undp.org/content/undp/en/home/operations/procurement/business/procurement-notice/resources/</a></li> </ul>
<b>23. Deadline for Submission of Proposals and Late Proposals</b>	<p>23.1 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</p> <p>23.2 UNDP shall not consider any Proposal that is submitted after the deadline for the submission of Proposals.</p>
<b>24. Withdrawal, Substitution, and Modification of Proposals</b>	<p>24.1 A Bidder may withdraw, substitute or modify its Proposal after it has been submitted at any time prior to the deadline for submission.</p> <p>24.2 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"</p> <p>24.3 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.</p> <p>24.4 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</p>
<b>25. Proposal Opening</b>	<p>25.1 There is no public bid opening for RFPs. UNDP shall open the Proposals in</p>

	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.
<b>D. EVALUATION OF PROPOSALS</b>	
<b>26. Confidentiality</b>	<p>26.1 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.</p> <p>26.2 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.</p>
<b>27. Evaluation of Proposals</b>	<p>27.1 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.</p> <p>27.2 Evaluation of proposals is made of the following steps:</p> <ol style="list-style-type: none"> <li>Preliminary Examination</li> <li>Minimum Eligibility and Qualification (if pre-qualification is not done)</li> <li>Evaluation of Technical Proposals</li> <li>Evaluation of Financial Proposals</li> </ol>
<b>28. Preliminary Examination</b>	<p>28.1 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.</p>
<b>29. Evaluation of Eligibility and Qualification</b>	<p>29.1 Eligibility and Qualification of the Bidder will be evaluated against the Minimum Eligibility/Qualification requirements specified in the Section 4 (Evaluation Criteria).</p> <p>29.2 In general terms, vendors that meet the following criteria may be considered qualified:</p> <ol style="list-style-type: none"> <li>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;</li> <li>They have a good financial standing and have access to adequate financial resources to perform the contract and all existing commercial commitments,</li> <li>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;</li> <li>They are able to comply fully with UNDP General Terms and Conditions of Contract;</li> <li>They do not have a consistent history of court/arbitral award decisions against the Bidder; and</li> <li>They have a record of timely and satisfactory performance with their</li> </ol>

	clients.
<b>30. Evaluation of Technical and Financial Proposals</b>	<p>30.1 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.</p> <p>30.2 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.</p> <p>30.3 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.</p> <p>30.4 When the BDS specifies a combined scoring method, the formula for the rating of the Proposals will be as follows:</p> <div style="border: 1px solid black; padding: 10px; margin-top: 10px;"> <p><u>Rating the Technical Proposal (TP):</u></p> <p><b>TP Rating</b> = (Total Score Obtained by the Offer / Max. Obtainable Score for TP) x 100</p> <p><u>Rating the Financial Proposal (FP):</u></p> <p><b>FP Rating</b> = (Lowest Priced Offer / Price of the Offer Being Reviewed) x 100</p> <p><u>Total Combined Score:</u></p> <p><b>Combined Score</b> = (TP Rating) x (Weight of TP, e.g. 70%) + (FP Rating) x (Weight of FP, e.g., 30%)</p> </div>
<b>31. Due Diligence</b>	<p>31.1 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:</p> <ul style="list-style-type: none"> <li>a) Verification of accuracy, correctness and authenticity of information provided by the Bidder;</li> <li>b) Validation of extent of compliance to the RFP requirements and evaluation criteria based on what has so far been found by the</li> </ul>

	<p>evaluation team;</p> <ul style="list-style-type: none"> <li>c) 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;</li> <li>d) Inquiry and reference checking with previous clients on the performance on on-going or contracts completed, including physical inspections of previous works, as necessary;</li> <li>e) Physical inspection of the Bidder's offices, branches or other places where business transpires, with or without notice to the Bidder;</li> <li>f) Other means that UNDP may deem appropriate, at any stage within the selection process, prior to awarding the contract.</li> </ul>
<b>32. Clarification of Proposals</b>	<p>32.1 To assist in the examination, evaluation and comparison of Proposals, UNDP may, at its discretion, ask any Bidder for a clarification of its Proposal.</p> <p>32.2 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.</p> <p>32.3 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.</p>
<b>33. Responsiveness of Proposal</b>	<p>33.1 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.</p> <p>33.2 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.</p>
<b>34. Nonconformities, Repairable Errors and Omissions</b>	<p>34.1 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.</p> <p>34.2 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.</p> <p>34.3 For Financial Proposal that has been opened, UNDP shall check and correct arithmetical errors as follows:</p> <ul style="list-style-type: none"> <li>a) 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;</li> <li>b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall</li> </ul>



	<p>be corrected; and</p> <p>c) 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.</p> <p>34.4 If the Bidder does not accept the correction of errors made by UNDP, its Proposal shall be rejected.</p>
<b>E. AWARD OF CONTRACT</b>	
<b>35. Right to Accept, Reject, Any or All Proposals</b>	35.1 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.
<b>36. Award Criteria</b>	36.1 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.
<b>37. Debriefing</b>	37.1 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.
<b>38. Right to Vary Requirements at the Time of Award</b>	38.1 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.
<b>39. Contract Signature</b>	39.1 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.
<b>40. Contract Type and General Terms and Conditions</b>	40.1 The types of Contract to be signed and the applicable UNDP Contract General Terms and Conditions, as specified in BDS, can be accessed at <a href="http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html">http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html</a>
<b>41. Performance Security</b>	41.1 40.1 A performance security, if required in BDS, shall be provided in the amount specified in BDS and form available at <a href="https://popp.undp.org/layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_POPP_DOCUMENT_LIBRARY/Public/PSU_Solicitation_Performance%20Guarantee%20Form.docx&amp;action=default">https://popp.undp.org/layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_POPP_DOCUMENT_LIBRARY/Public/PSU_Solicitation_Performance%20Guarantee%20Form.docx&amp;action=default</a> 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.
<b>42. Bank Guarantee for Advanced Payment</b>	42.1 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



	<p>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 <a href="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&amp;action=default">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&amp;action=default</a></p>
<b>43. Liquidated Damages</b>	<p>43.1 If specified in BDS, UNDP shall apply Liquidated Damages resulting from the Contractor's delays or breach of its obligations as per the Contract.</p>
<b>44. Payment Provisions</b>	<p>44.1 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.</p>
<b>45. Vendor Protest</b>	<p>45.1 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: <a href="http://www.undp.org/content/undp/en/home/operations/procurement/business/protest-and-sanctions.html">http://www.undp.org/content/undp/en/home/operations/procurement/business/protest-and-sanctions.html</a></p>
<b>46. Other Provisions</b>	<p>46.1 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.</p> <p>46.2 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.</p> <p>46.3 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 <a href="http://www.un.org/en/ga/search/view_doc.asp?symbol=ST/SGB/2006/15&amp;referer">http://www.un.org/en/ga/search/view_doc.asp?symbol=ST/SGB/2006/15&amp;referer</a></p>

### 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	<b>English</b>
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	<p>Time: <b>2.30 pm</b>  Date <b>27/12/2018</b>  Venue: <b>Eric De Mull Hall, UNDP Office, Juba</b>  The UNDP focal point for the arrangement is:  <b>Head of Procurement Unit</b>  Address: <b>UNDP South Sudan</b>  Facsimile: _____  E-mail: <a href="mailto:procurement.info.ss@undp.org">procurement.info.ss@undp.org</a>  Ref. Participation at the pre-bid conference of the request for Cafeteria service provision</p>
5	10	Proposal Validity Period	120 days
6	14	Bid Security	Not Required
7	41	Advanced Payment upon signing of contract	Not Allowed
8	42	Liquidated Damages	<p>Will be imposed as follows:</p> <p><b>Percentage of contract price per day of delay : 0.5%</b>  <b>Max. no. of days of delay: 1 calendar month</b>  <b>After which UNDP may terminate the contract</b></p>

9	40	Performance Security	Not Required
10	18	Currency of Proposal	United States Dollars and Local Currency (South Sudanese Pounds)
11	31	Deadline for submitting requests for clarifications/ questions	<b>10 days</b> before the submission date.
12	31	Contact Details for submitting clarifications/questions	<p>Person in UNDP: Head of Procurement Unit  Address: Procurement and Supply chain Management Unit, UNDP South Sudan</p> <p>Facsimile:  Fax No. : _____  E-mail:procurement.info.ss@undp.org</p>
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 and email. procurement.info.ss@undp.org
14	23	Deadline for Submission	12/02/2019 14:00 hrs GMT +3
14	22	Allowable Manner of Submitting Proposals	<input checked="" type="checkbox"/> Courier/Hand Delivery <input checked="" type="checkbox"/> Submission by email <input type="checkbox"/> e-Tendering
15	22	Proposal Submission Address	UNDP South Sudan Office on Ministry Road or by email to bids.undp.org
16	22	Electronic submission (email or eTendering) requirements	<ul style="list-style-type: none"> <li>❖ Courier/Hand Delivery The financial proposal must be in a separate sealed envelope if submitted by hand in the bid box.</li> <li>❖ Electronic submission of Bid<sup>1</sup> <b>The financial proposal must have a password if the submission is made on line, if not, it will be disqualified.</b></li> </ul> <p><b>Any financial proposal that is not sealed in a separate envelope if submitted by hand or submitted with a password if submitted on line will be disqualified.</b></p>

17	27 36	Evaluation Method for the Award of Contract	<p>❖ <b>Lowest financial offer of technically qualified Proposals (i.e., offers that are rated 70% and above)</b></p> <p><input type="checkbox"/> Combined Scoring Method, using the 70%-30% distribution for technical and financial proposals, respectively, where the minimum passing score of technical proposal is 70%</p> <p><input type="checkbox"/> Combined Scoring Method, using 60%-40% distribution for technical and financial proposals, respectively, where minimum passing score of technical proposal is 60%.</p>
18		Expected date for commencement of Contract	<i>February 28, 2019</i>
19		Maximum expected duration of contract	One-year renewable on a Long Term Agreement (LTA) up to a maximum of 3 years depending upon satisfactory performance.
20	35	UNDP will award the contract to:	One Proposer Only
21	39	Type of Contract	Service Contract
22	39	UNDP Contract Terms and Conditions that will apply	<p>UNDP General Terms and Conditions for Professional Services</p> <p><a href="http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html">http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html</a></p>
23		Other Information Related to the RFP	<p>Please provide the following details, enabling us to review and assess your firm's technical capacity to operate the UNDP Cafeteria:</p> <ol style="list-style-type: none"> <li>1. Name and Introduction of the Firm:</li> <li>2. Location Address and Contact Numbers:</li> <li>3. Name of the Owner/Chief Executive:</li> <li>4. Details of the Licenses (if any from the Government):</li> <li>5. Registration with the Registrar of the Firms:</li> <li>6. Details of the Existing Restaurant Business:</li> <li>7. Total number of your existing staff</li> <li>8. Financial Qualification (Annual Turnover):</li> <li>9. Technical Capacity ( Please provide CVs of the Staff that will be preparing and managing food for the UN Cafeteria);</li> <li>10. Relevant certification from local Health Authorities for provision of food handling services.</li> <li>11. Details of your kitchen equipment facilities available to you.</li> </ol> <p><i>Important notice: Bidding administrative documents is a requirement and will facilitate the review.</i></p>

**Note to UNDP:**

**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
- Documents signed

**Minimum Eligibility and Qualification Criteria**

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

Subject	Criteria	Document Submission requirement
<b>ELIGIBILITY</b>		
<b>Legal Status</b>	Vendor is a legally registered entity.	Form B: Bidder Information Form
<b>Eligibility</b>	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
<b>Conflict of Interest</b>	No conflicts of interest in accordance with RFP clause 4.	Form A: Technical Proposal Submission Form
<b>Bankruptcy</b>	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
	<ul style="list-style-type: none"> <li>❖ Verification of accuracy, correctness and authenticity of the information provided by the bidder on the legal, technical and financial documents submitted;</li> <li>❖ Validation of extent of compliance to the RFP requirements and evaluation criteria based on what has so far been found by the evaluation team;</li> <li>❖ Inquiry and reference checking with Government entities with jurisdiction on the bidder, or any other entity that may have done business with the bidder;</li> <li>❖ Inquiry and reference checking with other previous</li> </ul>	

	<p>clients on the quality of performance on ongoing or previous contracts completed;</p> <ul style="list-style-type: none"> <li>❖ Physical inspection of the bidder's plant, factory, branches or other places where business transpires, with or without notice to the bidder;</li> <li>❖ Testing and sampling of completed foods similar to the requirements of UNDP, where available; and</li> </ul>	
<b>QUALIFICATION</b>		
<b>History of Non-Performing Contracts<sup>2</sup></b>	Non-performance of a contract did not occur as a result of contractor default for the last 3 years.	Form D: Qualification Form
<b>Litigation History</b>	No consistent history of court/arbitral award decisions against the Bidder for the last 3 years.	Form D: Qualification Form
<b>Previous Experience</b>	Minimum 5 years of relevant experience.	Form D: Qualification Form
	<p>Minimum 2 contracts of similar value, nature and complexity implemented over the last 3 years.</p> <p><i>(For JV/Consortium/Association, all Parties cumulatively should meet requirement).</i></p>	Form D: Qualification Form
<b>Financial Standing</b>	<p>Minimum average annual turnover of USD        for the last 3 years.</p> <p><i>(For JV/Consortium/Association, all Parties cumulatively should meet requirement).</i></p>	Form D: Qualification Form
	<p>Bidder must demonstrate the current soundness of its financial standing and indicate its prospective long-term profitability.</p> <p><i>(For JV/Consortium/Association, all Parties cumulatively should meet requirement).</i></p>	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
	<b>Total</b>	<b>1000</b>

Section 1. Bidder's qualification, capacity and experience		Points obtainable
1.1	Reputation of Organization and Staff Credibility / Reliability / Industry Standing	50
1.2	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	90
1.3	Relevance of specialized knowledge and experience on similar engagements done in the region/country	70
1.4	Quality assurance procedures and risk mitigation measures	60
1.5	Organizational Commitment to Sustainability (mandatory weight) -Organization is compliant with ISO 14001 or ISO 14064 or equivalent – 20 points -Organization is a member of the UN Global Compact -5 points -Organization demonstrates significant commitment to sustainability through some other means- 5 points, for example internal company policy documents on women empowerment, renewable energies or membership of trade institutions promoting such issues or gender balance in your company staff	30
<b>Total Section 1</b>		<b>300</b>

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?	80
2.2	Description of the Offeror's approach and methodology for meeting or exceeding the requirements of the Terms of Reference	100
2.3	Details on how the different service elements shall be organized, controlled and delivered	50
2.4	Description of available performance monitoring and evaluation mechanisms and tools; how they shall be adopted and used for a specific requirement	50
2.5	Assessment of the implementation plan proposed including whether the activities are properly sequenced and if these are logical and realistic	70

2.6	Demonstration of ability to plan, integrate and effectively implement sustainability measures in the execution of the contract	50
<b>Total Section 2</b>		<b>400</b>

<b>Section 3. Management Structure and Key Personnel</b>			<b>Points obtainable</b>
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	Team Leader		120
	- General Experience	30	
	- Specific Experience relevant to the assignment	50	
	- Regional/International experience	30	
	- Language Qualifications	10	
3.2 b	Senior Expert		80
	- General Experience	10	
	- Specific Experience relevant to the assignment	40	
	- Regional/International experience	20	
	- Language Qualifications	10	
3.2 c	Junior Expert		40
	- General Experience	5	
	- Specific Experience relevant to the assignment	15	
	- Regional/International experience	10	
	- Language Qualifications	10	
<b>Total Section 3</b>			<b>300</b>



### 1. Background

UNDP Southern Sudan Office in Juba is located in Juba Amarat Street. Presently, the Office has been using the limited catering services providing staff with limited selection of food and beverages. In order to enhance the arrangements and provide appropriate work/life balance environment for the UNDP staff, a full fledge cafeteria is necessary to be established within the territory of office premises.

The cafeteria shall be operated by a qualified service provider (Contractor) contracted to provide this service. The Contractor should be capable to provide the professional services as per scope of services described herein.

UNDP shall enter into a Long Term Agreement for 12 months renewable up to three years based on UNDP Southern Sudan's discretion and satisfactory performance of the Contractor.

#### 1. Responsibilities of the Contractor

The Contractor shall provide prepared meals (5) five days a week (Monday- Friday\*) to UNDP staff. The Cafeteria will be open from 8:00 AM – 5:00 PM. Breakfast time: 08:00 - 10:00 AM. Lunch time: 01:00 – 02:00 PM. Opening time and the menu to be displayed on the menu board at the entrance. \*(Note Friday is a short working day until 2:30 pm; some of the staff continues to work through the day).

All cafeteria deliveries must be scheduled for after 17:00 hours.

#### **Food and Beverages –Pricing and Menus**

2.1: The Contractor shall prepare nutritional food and beverages, which would be attractive to a public from different nationalities and different cultural and religious backgrounds. The Menus shall be approved by the UNDP and Staff Association. In addition, the Contractor should provide a range of goods and services that will also meet the food requirements and budgetary realities of local staff as well as of internationally recruited staff, subject to the mutual agreement of both UNDP and the contractor.

2.2: UNDP does not guarantee any minimum quantity of ad-hoc catering services that will be rendered under this Contract. However, there are currently an average of 100 staff and visitors in the premises each working day of the week

#### 2.3 **Official Functions**

Catering for official functions is a major source of additional revenue from food and beverage services at UN House. The UN proposes to provide the Contractor with the sole right to offer such services, subject to review by the end of the first 3 months of the term of the Contract and every quarter thereafter, taking into consideration the Contractor's actual performance (on price, quality, timeliness and responsiveness). In cases when such services are required, the contractor will be officially contacted and paid by the individual agency that needs its service.

### **3. Equipment and Services to be provided by the Contractor**

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

properly and fully furnished. The Contractor shall undertake the financial liability of UNDP property such as kitchen equipment. Accordingly

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

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

3.4 The Contractor shall be entirely responsible for all replacements of their equipment as stated in article 3.5 whether due to breakage, theft or any other reason, and shall maintain adequate stocks of all items for such replacement purposes.

### **Laundry/ Cleanliness**

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

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

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

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

### **Personnel**

3.9 The Contractor shall provide properly trained and supervised staff including supervisors and managers as necessary to provide satisfactorily, all the services in all areas at the times when the services are required. The Contractor's staff should be friendly, helpful and service oriented. The Contractor shall provide the relevant qualification certificates of its entire staff within 48 hours of such request by UNDP. Knowledge of Basic English is required.

The Contractor shall employ additional staff and replace unsatisfactory staff within reasonable time after the written request of the UNDP expressing dissatisfaction with the services provided by the existing staffing arrangements. Changes in key staff such as Manager or supervisors shall be notified in advance to the UNDP.

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

3.11 A complete list of the staff employed by category shall be submitted by the Contractor to the UNDP for approval, prior to signing of this Contract. The Contractor shall update this list whenever staff changes occur. The recruitment by the Contractor of senior staff, for service under this Contract, and whose names are not included in the original list shall be subject to approval by the UNDP, which approval shall not be unreasonably withheld. The staff thus recruited shall have minimum of three-years work experience in the related field with good spoken English. All cafeteria staff must be cleared by UNDSS security. Contractor must provide security unit with full details and documents of the entire designated staff members for this service.

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

3.13 The Contractor, at its own sole cost, shall supply uniforms in materials, design and colour which will be approved by UNDP and in sufficient quantities to discharge its (Contractor's) obligations under this Contract. The Contractor shall be responsible for the laundering of the said uniforms in a neat and clean condition at all times. Faded and torn attire (including missing buttons) will not acceptable. Comfortable/safety shoes should form part of the uniform.

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

### **Maintenance**

3.15 Occupation and use of the premises and equipment are at the Contractor's own risk, and any willful neglect, default or negligence of the Contractor, its staff, servants or agents shall be the liability of the Contractor. The Contractor shall be responsible for keeping in good and tenable condition the premises where catering services are being provided and UNDP equipment provided in annex C, normal wear and tear exempted, and shall be free from any design, structural or construction deficiencies affecting the purpose for which they are provided. All furniture and equipment provide by UNDP as listed in annex C must be

maintained diligently by the contractor, and any damage arising from the negligence of the contractor will be borne by the contractor as such.

In maintaining the equipment, the contractor must put in place an adequate maintenance plan to be shared and agreed in advance with the UNDP. The Contractor shall not sub-lease the Cafeteria or part thereof.

The Contractor shall not make any material or structural alterations to the Cafeteria.

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

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

### **Waste Management**

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

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

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

### **3.21 Safety Standards: Safety of Electrical and Gas Equipment:**

Nigeria's Safety Standards should be strictly adhered to as a very minimum, and in the absence of the same, the British Safety Standards should apply. As a safety precaution for Contractor's employees and the UN, no electrical tool, appliance or cord should be used on the UN premises unless they have been inspected and certified by UNDP to meet our compulsory electrical/occupational hazard requirements the equipment would be subject to inspection by UNDP every six months. UNDP shall undertake such inspections as part of this Contract but repairs are the responsibility of the Contractor. The Contractor shall ensure that all gas installations and equipment are free from any gas leaks, corrosion, and appliances are maintained in accordance with the standard safety regulation.

### **3.23 Management**

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

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

#### **3.24 Prevention of wastage:**

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

#### **3.25 Protection against Electrical Appliances:**

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

#### **3.26 Reporting**

The contractor shall submit monthly report of the status of UNDP equipment in its custody. The report should include any repair works carried out on the equipment during the reporting period.

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

### **Article 4. Quality and Quantity of Goods:**

4.1 The Contractor shall provide only such items as are recognized in the industry as being of high quality. Food items. The contractor shall propose a menu for the week/month to the staff Association for pre-approval. he Contractor shall ensure that all food is served fresh and clean and shall assume responsibility for food poisoning if it is proven that it was caused by the food that was served by the Contractor.

#### **4.2(a) Frozen and dry rations:**

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

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

The Contractor shall provide only fresh items.

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

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

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

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

**a. Cooking Oil**

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

**Article 5 Use and Return of Equipment**

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

**Article 6 Display of Sale Prices**

The sales prices shall be advertised in a clear and visible manner on menus and signboards. The menus will be on a fixed price basis, to be quoted in South Sudanese Pounds and any variation must be agreed in advance with the Staff Association and the Welfare Committee responsible for the supervision of the cafeteria.

**Article 7. Accounting Procedure:**

8.1 The Contractor shall keep as full and detailed accounts and records as may be necessary for proper financial management under this Contract, and the system of keeping such accounts and records shall be such as is satisfactory to UNDP. Payment will be done by clients and UNDP is not responsible of any individual invoice but the Staff Association will assist to recover any pending invoice. Contractor shall invoice each meal and collect payment (Like in the Restaurant)

**Article 8. Access to the Contractor's Records:**

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

**Article 9. Access to Catering Areas:**

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

**Article 10. Method of Communication**

10.1 Management coordination between UNDP and the contractor will be undertaken through the Staff Association and Welfare Committee. The committee will meet quarterly to discuss substantive issues regarding the management and operations of the cafeteria, such as quality of food and services or more frequently as required.

10.2 The Staff Association and the Welfare Committee will interact with the contractor on behalf of the UNDP on the routine management of the cafeteria and facilities.

**Article 11. Previous Contracts:**

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

**Article 12. Duration of Contract:**

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

**Article 13. Renewal of Contract**

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

**a) Responsibilities of UNDP**

**b)**

- 1. UNDP shall provide space for the cafeteria and the contractor shall pay monthly rent of SSP 5,000**
2. UNDP shall provide electricity, water, cool-heat air conditioning.
3. UNDP shall provide the Cafeteria furniture i.e. tables, chairs, oven with 4 burners gas station, fryer, grill, ducting hood, 3 serving lines ( hot , cold, ambient ) , a refrigerator, microwave, and kitchen furniture.
4. UNDP shall provide access and access cards to the Contractor's staff to UNDP building. (Designated staff shall be security cleared by UNDP security Unit).

**c)**

**Special Conditions**

- I. Without prejudice to the right of UNDP to relocate its offices and revision of menus, the Contractor shall operate the cafeteria located in the UNDP premises (Juba, Amarat Street) and prepare, provide and sell food items and drinks to UNDP staff and visitors.
- II. Any additional conditions or facilities may be added after the award of Contract at the kick-off meeting or during the contract.
- III. If required, the Contractor shall make the same service agreement under the TOR in any other location or premises of UNDP in Juba. This shall be extended to other UN agencies upon the agreement of the responsible parties.
- IV. The payment for the cafeteria services and food items shall be directly made in cash by individual cafeteria customers. UNDP undertakes no responsibility against the payment of the food items or any relevant cost involved in respect of serving the customers or outstanding obligations of the customers.
- V. Only when applicable and formally agreed by the responsible authorities in Juba, UNDP shall provide possible facilities for the Contractor to make use of the Tax exemption given to UN agencies, discount being the service rendered to the UN staff. This shall make no obligations against UNDP or any relevant entity.

**Annex II**

**Technical Component of the Proposal in addition to the requirements in the Data Sheet above**

Please provide the following details, enabling us to review and assess your firm's technical capacity to operate the UN Cafeteria:

- Name and Introduction of the Firm:

- Location Address and Contact Numbers:
- Name of the Owner/Chief Executive:
- Details of the Licenses (if any from the Government):
- Registration with the Registrar of the Firms:
- Details of the Existing Restaurant Business:
- Total number of your existing staff
- Financial Qualification determined by Audited Accounts
- Technical Capacity ( Please provide CVs of the Staff that will be preparing and managing food for the UN Cafeteria);
- Relevant certification from local Health Authorities for provision of food handling services.
- Details of your kitchen equipment facilities available to you.



## PRICE PROPOSAL

The Contractor is asked to prepare the Price Schedule as a separate sealed envelope from the rest of the RFP response. **The bid will be rejected if the price schedule is not sealed and submitted in a separate envelope.**

All prices/rates quoted must be exclusive of all taxes, since the UNDP is exempt from taxes.

The format shown on this page should be used in preparing the price schedule.

Note: the menu listed below is indicative. Bidders are invited to offer their menu in consideration of the quality and conditions required as per TOR

<b>Proposed Price List for the UN Cafeteria</b> <b>TABLE OF MENU</b>		<b>UNIT OF MEASURE</b>	<b>Cost per one serving (SSP)</b>
	<b>DRINKS</b>		
	TEA	CUP	
	COFFEE	CUP	
	<b>COLD DRINKS</b>		
	FRESH JUICE/MANGO	GLASS	
	FRESH JUICE/ORANGE	GLASS	
	CANNED JUICE	CAN	
	SOFT DRINKS	CAN	
	<b>BREAKFAST</b>		
	BREAD WITH BUTTER	ITEM	
	EGG	ITEM	
	YOGHURT	ITEM	

Proposed Price List for the UN Cafeteria TABLE OF MENU		UNIT OF MEASURE	Cost per one serving (SSP)
	<b>HOT MEALS</b>		
	FRIED GREENS (NYETE)	PORTION	
	PASTED BEANS	PORTION	
	PASTED GREENS	PORTION	
	GBE'DE GBE'DE ( DODO)	PORTION	
	BOILED/ SMOKED MEAT	PORTION	
	PASTED SMOKED MEAT	PORTION	
	PASTED SMOKED FISH	PORTION	
	SALTED FISH (ANGARA)	PORTION	
	FISH STEW	PORTION	
	BOILED FISH STEW	PORTION	
	BEEF STEW	PORTION	
	MORFUK	PORTION	
	BEEF MUCHOMO	PORTION	
	KUMUNIA	PORTION	
	BOILED GOAT STEW	PORTION	
	GOAT MUCHOMO	PORTION	
	CABAB	PORTION	
	FRIED FISH	PORTION	
	LIVER	PORTION	
	FRIED CHICKEN	PORTION	
	ROASTED CHICKEN	PORTION	
	CHICKEN STEW	PORTION	
	FILLET OF NILE PERCH	PORTION	
	BEEF STEAK	PORTION	
	BUTTERED MACORONI SERVEDWITH BOLONGNAISE SAUCE	PORTION	
	TOMATO SAUCE WITH CROUTONS	PORTION	

<b>Proposed Price List for the UN Cafeteria</b> <b>TABLE OF MENU</b>		<b>UNIT OF MEASURE</b>	<b>Cost per one serving (SSP)</b>
	PIZAS	PORTION	
	SPAGHETTI SERVED WITH MINCED MEAT	PORTION	
	MALAKWANG	PORTION	
	FISH SOUP	PORTION	
	CHICKEN SOUP	PORTION	
	GRILLED CHICKEN	PORTION	
	FRIED MEAT	PORTION	
	MEAT SOUP	PORTION	
	TAGALIYA	PORTION	
	KUDURA	PORTION	
	OKRA/ BAMIIYA	PORTION	
	FOUL MASIR	PORTION	
	LENTILES	PORTION	
	CHIPS	PORTION	
	EGG PLANTS	PORTION	
	SALAD	PORTION	
	RICE & BEANS	PORTION	
	MIXED VEGETABLES ( IRISH/GREEN BANANA/CASSAVA WITH SOUP)	PORTION	
	FRUIT DESSERT	PORTION	

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## Section 6: Returnable Bidding Forms / Checklist

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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:

<b>Have you duly completed all the Returnable Bidding Forms?</b>	
▪ Form A: Technical Proposal Submission Form	<input type="checkbox"/>
▪ Form B: Bidder Information Form	<input type="checkbox"/>
▪ Form C: Joint Venture/Consortium/ Association Information Form	<input type="checkbox"/>
▪ Form D: Qualification Form	<input type="checkbox"/>
▪ Form E: Format of Technical Proposal	<input type="checkbox"/>
▪ Form H: Proposal Security Form	<input type="checkbox"/>
▪ [Add other forms as necessary]	<input type="checkbox"/>
<b>Have you provided the required documents to establish compliance with the evaluation criteria in Section 4?</b>	<input type="checkbox"/>

### Financial Proposal Envelope

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

▪ Form F: Financial Proposal Submission Form	<input type="checkbox"/>
▪ Form G: Financial Proposal Form	<input type="checkbox"/>

## 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:

- a) 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;
- b) 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;
- c) have no conflict of interest in accordance with Instruction to Bidders Clause 4;
- d) 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);
- e) 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;
- f) 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: Bidder Information Form**

<b>Legal name of Bidder</b>	[Complete]
<b>Legal address</b>	[Complete]
<b>Year of registration</b>	[Complete]
<b>Bidder's Authorized Representative Information</b>	Name and Title: [Complete] Telephone numbers: [Complete] Email: [Complete]
<b>Are you a UNGM registered vendor?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, [insert UGNM vendor number]
<b>Are you a UNDP vendor?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, [insert UNDP vendor number]
<b>Countries of operation</b>	[Complete]
<b>No. of full-time employees</b>	[Complete]
<b>Quality Assurance Certification (e.g. ISO 9000 or Equivalent) (If yes, provide a Copy of the valid Certificate):</b>	[Complete]
<b>Does your Company hold any accreditation such as ISO 14001 related to the environment? (If yes, provide a Copy of the valid Certificate):</b>	[Complete]
<b>Does your Company have a written Statement of its Environmental Policy? (If yes, provide a Copy)</b>	[Complete]
<b>Contact person UNDP may contact for requests for clarification during Proposal evaluation</b>	Name and Title: [Complete] Telephone numbers: [Complete] Email: [Complete]
<b>Please attach the following documents:</b>	<ul style="list-style-type: none"> <li>▪ Company Profile, which should <u>not</u> exceed fifteen (15) pages, including printed brochures and product catalogues relevant to the goods/services being procured</li> <li>▪ Certificate of Incorporation/ Business Registration</li> <li>▪ 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</li> <li>▪ Trade name registration papers, if applicable</li> <li>▪ Local Government permit to locate and operate in assignment location, if applicable</li> <li>▪ Official Letter of Appointment as local representative, if Bidder is submitting a Bid in behalf of an entity located outside the country</li> <li>▪ Power of Attorney</li> </ul>

**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]

<b>Name of leading partner</b>  (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: Qualification Form**

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

<b>Annual Turnover for the last 3 years</b>	Year	USD
	Year	USD
	Year	USD
<b>Latest Credit Rating (if any), indicate the source</b>		

Financial information (in US\$ equivalent)	Historic information for the last 3 years		
	Year 1	Year 2	Year 3
	<i>Information from Balance Sheet</i>		
Total Assets (TA)			
Total Liabilities (TL)			
Current Assets (CA)			
Current Liabilities (CL)			
	<i>Information from Income Statement</i>		
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:

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

## Form E: Format of Technical Proposal

Please ensure that the information below is adapted in accordance with the technical evaluation criteria included in Section 4. The below sections correspond to the sample criteria included in this template RFP in Section 4]

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

- 1.1 Brief description of the organization, including the year and country of incorporation, and types of activities undertaken.
- 1.2 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).
- 1.3 Relevance of specialized knowledge and experience on similar engagements done in the region/country.
- 1.4 Quality assurance procedures and risk mitigation measures.
- 1.5 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.

- 2.1 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.
- 2.2 The methodology shall also include details of the Bidder's internal technical and quality assurance review mechanisms.
- 2.3 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.
- 2.4 Description of available performance monitoring and evaluation mechanisms and tools; how they shall be adopted and used for a specific requirement.
- 2.5 Implementation plan including a Gantt Chart or Project Schedule indicating the detailed sequence of activities that will be undertaken and their corresponding timing.

- 2.6 Demonstrate how you plan to integrate sustainability measures in the execution of the contract.
- 2.7 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**

- 3.1 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.
- 3.2 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**

<b>Name of Personnel</b>	[Insert]
<b>Position for this assignment</b>	[Insert]
<b>Nationality</b>	[Insert]
<b>Language proficiency</b>	[Insert]
<b>Education/Qualifications</b>	<i>[Summarize college/university and other specialized education of personnel member, giving names of schools, dates attended, and degrees/qualifications obtained.]</i>
	[Insert]
<b>Professional certifications</b>	<i>[Provide details of professional certifications relevant to the scope of services]</i>
	<ul style="list-style-type: none"> <li>▪ Name of institution: [Insert]</li> <li>▪ Date of certification: [Insert]</li> </ul>
<b>Employment Record/Experience</b>	<i>[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.]</i>
	[Insert]
<b>References</b>	<i>[Provide names, addresses, phone and email contact information for two (2) references]</i>

	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 Proposal Form**

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:** [Insert Currency]

**Table 1: Summary of Overall Prices**

	Amount(s)
<b>Professional Fees</b> (from Table 2)	
<b>Other Costs</b> (from Table 3)	
<b>Total Amount of Financial Proposal</b>	

**Table 2: Breakdown of Professional Fees**

Name	Position	Fee Rate	No. of Days/months/ hours	Total Amount
		A	B	C=A+B
In-Country				
Home Based				
Subtotal Professional Fees:				

**Table 3: Breakdown of Other Costs**

Description	UOM	Quantity	Unit Price	Total Amount
International flights	Trip			
Subsistence allowance	Day			



Miscellaneous travel expenses	Trip			
Local transportation costs	Lump Sum			
Out-of-Pocket Expenses				
Other Costs: (please specify)				
<b>Subtotal Other Costs:</b>				

**Table 4: Breakdown of Price per Deliverable/Activity**

<b>Deliverable/ Activity description</b>	<b>Time (person days)</b>	<b>Professional Fees</b>	<b>Other Costs</b>	<b>Total</b>
Deliverable 1				
Deliverable 2				
Deliverable 3				
.....				

**Not required**

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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:

- a) Fails to sign the Contract after UNDP has awarded it;
- b) Withdraws its Proposal after the date of the opening of the Proposals;
- c) Fails to comply with UNDP's variation of requirement, as per RFP instructions; or
- d) 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]*