

# **REQUEST FOR PROPOSALS**

**Provision of hotel services in Minsk to the UN Agencies  
(accommodation, organization and conduction of events, catering  
services)**

**RFP №412/2015  
BELARUS**



**United Nations Development Programme  
May 2015**

## Section 1. Letter of Invitation

*Minsk*  
*11 May, 2015*

**Subject: RFP 412/2015**

**Request for proposal for hotel services in Minsk, Belarus to the UN Agencies (accommodation, organization and conduction of events, catering services).**

Dear Sir or Madam,

The United Nations Development Programme (UNDP), representing the interests of the UN Agencies in the Republic of Belarus (UNHCR, UNICEF, WHO, UNFPA, UNAIDS, UNODC, UN DPI), hereby requests the interested companies (hotels), located in Minsk, submit your Proposal to this Request for Proposal (RFP) for conclusion of long-term agreements for the above-referenced subject. Long-term agreements will be signed for the period of 1 year with possibility of extension for up to 3 years in case of successful implementation of the contractual responsibilities of the Bidder.

This RFP includes the following documents:

- Section 1 – This Letter of Invitation
- Section 2 – Instructions to Proposers (including Datasheet)
- Section 3 – Terms of Reference
- Section 4 – Proposal Submission Form
- Section 5 – Documents Establishing the Eligibility and Qualifications of the Proposer
- Section 6 – Technical Proposal Form
- Section 7 – Financial Proposal Form
- Section 8 – Template of long-term agreement for provision of services, including General Terms and Conditions
- Section 9 – Check List of documents included into the RFP submission documentation
- Annex 1, 2 - Price Schedules (Pricelists and Financial Proposal Forms according to the Excel file)

Your offer, comprising of a Technical and Financial Proposal, in separate sealed envelopes, should be submitted in accordance with Section 2.

Offers for separate Lots are allowed.

Offers comprising of technical and financial proposal, in separate sealed envelopes, should reach the following address no later **than 5 pm local time, on 03 June, 2015:**

**United Nations Development Programme**

220050, Republic of Belarus, Minsk, Kirov str., 17, 6th floor

Secretary

+375 17 226 03 40 (fax), 327-48-76 (phone)

e-mail: [tenders.by@undp.org](mailto:tenders.by@undp.org)

**Representatives of interested bidders are invited to a pre-proposal conference that will be held on:**

Time: 11.00

Date: 18 May 2015

Venue: Republic of Belarus, Minsk, Kirov str., 17, 6th floor

UNDP focal point for the arrangement of pre-bid conference:

Tatsiana Lazouskaya, UNDP procurement department

+375 17 327 48 76/ext.149

E-mail: [tatsiana.lazouskaya@undo.org](mailto:tatsiana.lazouskaya@undo.org)

If you have received this RFP through a direct invitation by UNDP, transferring this invitation to another firm requires your written notification to UNDP of such transfer and the name of the company to whom the invitation was forwarded.

Should you require further clarifications, kindly communicate with the contact person identified in the attached Data Sheet as the focal point for queries on this RFP.

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

Yours sincerely,

*Ekaterina Paniklova,  
Deputy Resident Representative*

## Section 2: Instruction to Proposers

### Definitions

- a) *“Contract”* refers to the agreement that will be signed by and between the UNDP and the successful proposer, all the attached documents thereto, including the General Terms and Conditions (GTC) and the Appendices.
- b) *“Country”* refers to the country indicated in the Data Sheet.
- c) *“Data Sheet”* refers to such part of the Instructions to Proposers used to reflect conditions of the tendering process that are specific for the requirements of the RFP.
- d) *“Day”* refers to calendar day.
- e) *“Government”* refers to the Government of the country that will be receiving the services provided/rendered specified under the Contract.
- f) *“Instructions to Proposers”* (Section 2 of the RFP) refers to the complete set of documents that provides Proposers with all information needed and procedures to be followed in the course of preparing their Proposals
- g) *“LOI”* (Section 1 of the RFP) refers to the Letter of Invitation sent by UNDP to Proposers.
- h) *“Material Deviation”* refers to any contents or characteristics of the proposal that is significantly different from an essential aspect or requirement of the RFP, and: (i) substantially alters the scope and quality of the requirements; (ii) limits the rights of UNDP and/or the obligations of the Proposer; and (iii) adversely impacts the fairness and principles of the procurement process, such as those that compromise the competitive position of other Proposers.
- i) *“Proposal”* refers to the Proposer’s response to the Request for Proposal, including the Proposal Submission Form, Technical and Financial Proposal and all other documentation attached thereto as required by the RFP.
- j) *“Proposer”* refers to any legal entity that may submit, or has submitted, a Proposal for the provision of services requested by UNDP through this RFP.
- k) *“RFP”* refers to the Request for Proposals consisting of instructions and references prepared by UNDP for purposes of selecting the best service provider to perform the services described in the Terms of Reference.
- l) *“Services”* refers to the entire scope of tasks and deliverables requested by UNDP under the RFP.
- m) *“Supplemental Information to the RFP”* refers to a written communication issued by UNDP to prospective Proposers containing clarifications, responses to queries received from prospective Proposers, or changes to be made in the RFP, at any time after the release of the RFP but before the deadline for the submission of Proposals.

n) “*Terms of Reference*” (TOR) refers to the document included in this RFP as Section 3 which describes the objectives, scope of services, activities, tasks to be performed, respective responsibilities of the proposer, expected results and deliverables and other data pertinent to the performance of the range of duties and services expected of the successful proposer.

## **A. GENERAL**

1. UNDP hereby solicits Proposals in response to this Request for Proposal (RFP). Proposers must strictly adhere to all the requirements of this RFP. No changes, substitutions or other alterations to the rules and provisions stipulated in this RFP may be made or assumed unless it is instructed or approved in writing by UNDP in the form of Supplemental Information to the RFP.

2. Submission of a Proposal shall be deemed as an acknowledgement by the Proposer that all obligations stipulated by this RFP will be met and, unless specified otherwise, the Proposer has read, understood and agreed to all the instructions in this RFP.

3. Any Proposal submitted will be regarded as an offer by the Proposer and does not constitute or imply the acceptance of any Proposal by UNDP. UNDP is under no obligation to award a contract to any Proposer as a result of this RFP.

4. UNDP implements a policy of zero tolerance on proscribed practices, including fraud, corruption, collusion, unethical practices, and obstruction. UNDP is committed to preventing, identifying and addressing all acts of fraud and corrupt practices against UNDP as well as third parties involved in UNDP activities. (See for full description of the policies):

[http://www.undp.org/content/dam/undp/documents/about/transparencydocs/UNDP\\_Anti-fraud\\_Policy\\_English\\_FINAL.pdf](http://www.undp.org/content/dam/undp/documents/about/transparencydocs/UNDP_Anti-fraud_Policy_English_FINAL.pdf)

and

<http://www.undp.org/content/undp/en/home/operations/procurement/protestandsanctions.html>

5. In responding to this RFP, UNDP requires all Proposers to conduct themselves in a professional, objective and impartial manner, and they must at all times hold UNDP’s interests paramount. Proposers must strictly avoid conflicts with other assignments or their own interests, and act without consideration for future work. All Proposers found to have a conflict of interest shall be disqualified. Without limitation on the generality of the above, Proposers, and any of their affiliates, shall be considered to have a conflict of interest with one or more parties in this solicitation process, if they:

5.1 Are or have been associated in the past, with a firm or any of its affiliates which have been engaged UNDP to provide services for the preparation of the design, 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;

5.2 Were involved in the preparation and/or design of the programme/project related to the services requested under this RFP; or

5.3 Are found to be in conflict for any other reason, as may be established by, or at the discretion of, UNDP.

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

6. Similarly, the Proposers must disclose in their proposal their knowledge of the following:

6.1 That they are owners, part-owners, officers, directors, controlling shareholders, or they have key personnel who are family of UNDP staff involved in the procurement functions and/or the Government of the country or any Implementing Partner receiving services under this RFP; and

6.2 All other circumstances that could potentially lead to actual or perceived conflict of interest, collusion or unfair competition practices.

Failure of such disclosure may result in the rejection of the proposal or proposals affected by the non-disclosure.

7. The eligibility of Proposers that are wholly or partly owned by the Government shall be subject to UNDP's further evaluation and review of various factors such as being registered as an independent entity, the extent of Government ownership/share, receipt of subsidies, mandate, access to information in relation to this RFP, and others that may lead to undue advantage against other Proposers, and the eventual rejection of the Proposal.

8. All Proposers must adhere to the UNDP Supplier Code of Conduct, which may be found at this link: <http://web.ng.undp.org/procurement/undp-supplier-code-of-conduct.pdf>

## **B. CONTENTS OF PROPOSAL**

### **9. Sections of Proposal**

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

9.1 Proposal Submission Cover Letter Form (see RFP Section 4);

9.2 Documents Establishing the Eligibility and Qualifications of the Proposer (see RFP Section 5);

9.3 Technical Proposal (see prescribed form in RFP Section 6);

9.4 Financial Proposal (see prescribed form in RFP Section 7);

9.5 Proposal Security, if applicable (if required and as stated in the **Data Sheet** (DS nos. 9-11);

9.6 Any attachments and/or appendices to the Proposal.

### **10. Clarification of Proposal**

10.1 Proposers may request clarifications of any of the RFP documents no later than the date indicated in the **Data Sheet** (DS no. 16) prior to the proposal submission date. Any request for clarification must be sent in writing via courier or through electronic means to the UNDP address indicated in the **Data Sheet** (DS no. 17). UNDP will respond in writing, transmitted by electronic means and will transmit copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Proposers who have provided confirmation of their intention to submit a Proposal.

10.2 UNDP shall endeavor to provide such responses to clarifications in an expeditious manner, but any delay in such response shall not cause an obligation on the part of UNDP to extend the submission date of the Proposals, unless UNDP deems that such an extension is justified and necessary.

### **11. Amendment of Proposals**

11.1 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 Proposer, modify the RFP in the form of a Supplemental

Information to the RFP. All prospective Proposers will be notified in writing of all changes/amendments and additional instructions through Supplemental Information to the RFP and through the method specified in the **Data Sheet** (DS No. 18).

11.2 In order to afford prospective Proposers reasonable time to consider the amendments in preparing their Proposals, UNDP may, at its discretion, extend the deadline for submission of Proposals, if the nature of the amendment to the RFP justifies such an extension.

## **C. PREPARATION OF PROPOSALS**

### **12. Cost**

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

### **13. Language**

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

### **14. Proposal Submission Form**

The Proposer shall submit the Proposal Submission Form using the form provided in Section 4 of this RFP.

### **15. Technical Proposal Format and Content**

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

15.1 Expertise of Firm/Organization – this section should provide details regarding management structure of the organization, organizational capability/resources, and experience of organization/firm, the list of projects/contracts (both completed and on-going, both domestic and international) which are related or similar in nature to the requirements of the RFP, and proof of financial stability and adequacy of resources to complete the services required by the RFP (see RFP clause 18 and DS No. 26 for further details). The same shall apply to any other entity participating in the RFP as a Joint Venture or Consortium.

15.2 Proposed Methodology, Approach and Implementation Plan – this section should demonstrate the Proposer's response to the Terms of Reference by identifying the specific components proposed, how the requirements shall be addressed, as specified, point by point; providing a detailed description of the essential performance characteristics proposed; identifying the works/portions of the work that will be subcontracted; and demonstrating how the proposed methodology meets

or exceeds the specifications, while ensuring appropriateness of the approach to the local conditions and the rest of the project operating environment. This methodology must be laid out in an implementation timetable that is within the duration of the contract as specified in the **Data Sheet** (DS nos. 29 and 30).

Proposers must be fully aware that the products or services that UNDP requires may be transferred, immediately or eventually, by UNDP to the Government partners, or to an entity nominated by the latter, in accordance with UNDP's policies and procedures. All proposers are therefore required to submit the following in their proposals:

- a) A statement of whether any import or export licenses are required in respect of the goods to be purchased or services to be rendered, including any restrictions in the country of origin, use or dual use nature of the goods or services, including any disposition to end users; and
- b) Confirmation that the Proposer has obtained license of this nature in the past, and have an expectation of obtaining all the necessary licenses, should their Proposal be rendered the most responsive.

**15.3 Management Structure and Key Personnel** – This section should include the comprehensive curriculum vitae (CVs) of key personnel that will be assigned to support the implementation of the proposed methodology, clearly defining the roles and responsibilities vis-à-vis the proposed methodology. CVs should establish competence and demonstrate qualifications in areas relevant to the TOR.

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

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

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

## **16. Financial Proposals**

The Financial Proposal shall be prepared using the attached standard form (Section 7). It shall list all



major cost components associated with the services, and the detailed breakdown of such costs. All outputs and activities described in the Technical Proposal must be priced separately on a one-to-one correspondence. 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.

## **17. Currencies**

All prices shall be quoted in the currency indicated in the **Data Sheet** (DS no. 15). However, where Proposals are quoted in different currencies, for the purposes of comparison of all Proposals:

- 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
- b) In the event that the proposal found to be the most responsive to the RFP requirement is quoted in another currency different from the preferred currency as per **Data Sheet** (DS no. 15), then UNDP shall reserve the right to award the contract in the currency of UNDP's preference, using the conversion method specified above.

Proposals submitted by two (2) or more Proposers shall all be rejected if they are found to have any of the following:

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

## **18. Documents Establishing the Eligibility and Qualifications of the Proposer**

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

- a) That, in the case a Proposer offering to supply goods under the Contract which the Proposer did not manufacture or otherwise produce, the Proposer has been duly authorized by the goods' manufacturer or producer to supply the goods in the country of final destination;
- b) That the Proposer has the financial, technical, and production capability necessary to perform the Contract; and
- c) That, to the best of the Proposer's knowledge, it is not included in the UN 1267/1989 List or the UN Ineligibility List, nor in any and all of UNDP's list of suspended and removed vendors.

## 19. Joint Venture, Consortium or Association

If the Proposer is a group of legal entities that will form or have formed a joint venture, consortium or association at the time of the submission of the 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 joint venture jointly and severally, and this shall be duly evidenced by a duly notarized Agreement among the legal entities, which shall be submitted along with the 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.

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

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

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

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

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

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

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

## 20. Alternative Proposals

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

## 21. Validity Period

Proposals shall remain valid for the period specified in the **Data Sheet** (DS no. 8), commencing on the submission deadline date also indicated in the **Data Sheet** (DS no. 21). A Proposal valid for a shorter period shall be immediately rejected by UNDP and rendered non-responsive.

In exceptional circumstances, prior to the expiration of the proposal validity period, UNDP may request Proposers 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.

## **22. Proposer's Conference**

When appropriate, a proposer's conference will be conducted at the date, time and location specified in the **Data Sheet** (DS no. 7). All Proposers are encouraged to attend. Non-attendance, however, shall not result in disqualification of an interested Proposer. Minutes of the proposer's conference will be either posted on the UNDP website, or disseminated to the individual firms who have registered or expressed interest with the contract, whether or not they attended the conference. No verbal statement made during the conference shall modify the terms and conditions of the RFP unless such statement is specifically written in the Minutes of the Conference, or issued/posted as an amendment in the form of a Supplemental Information to the RFP.

## **D. SUBMISSION AND OPENING OF PROPOSALS**

### **23. Submission**

23.1 The Financial Proposal and the Technical 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 MUST clearly indicate the name of the Proposer. The outer envelopes shall bear the address of UNDP as specified in the **Data Sheet** (DS no.20) and shall include the Proposer's name and address, as well as a warning that state "*not to be opened before the time and date for proposal opening*" as specified in the **Data Sheet** (DS no. 24). The Proposer shall assume the responsibility for the misplacement or premature opening of Proposals due to improper sealing and labeling by the Proposer.

23.2 Proposers must submit their Proposals in the manner specified in the **Data Sheet** (DS nos. 22 and 23). When the Proposals are expected to be in transit for more than 24 hours, the Proposer must ensure that sufficient lead time has been provided in order to comply with UNDP's deadline for submission. UNDP shall indicate for its record that the official date and time of receiving the Proposal is the actual date and time when the said Proposal has physically arrived at the UNDP premises indicated in the **Data Sheet** (DS no. 20).

23.3 Proposers submitting Proposals by mail or by hand shall enclose the original and each copy of the Proposal, in separate sealed envelopes, duly marking each of the envelopes as "Original Proposal" and "Copy of Proposal" as appropriate. The 2 envelopes shall then be sealed in an outer envelope. The number of copies required shall be as specified in the **Data Sheet** (DS No. 19). In the event of any discrepancy between the contents of the "Original Proposal" and the "Copy of Proposal", the contents of the original shall govern. The original version of the Proposal shall be signed or initialed by the Proposer or person(s) duly authorized to commit the Proposer on every page. The authorization shall be communicated through a document evidencing such authorization issued by the highest official of the firm, or a Power of Attorney, accompanying the Proposal.

23.4 Proposers must be aware that the mere act of submission of a Proposal, in and of itself, implies that the Proposer accepts the General Contract Terms and Conditions of UNDP as attached hereto as Section 8.

## **24. Deadline for Submission of Proposals and Late Proposals**

Proposals must be received by UNDP at the address and no later than the date and time specified in the **Data Sheet** (DS nos. 20 and 21).

UNDP shall not consider any Proposal that arrives after the deadline for submission of Proposals. Any Proposal received by UNDP after the deadline for submission of Proposals shall be declared late, rejected, and returned unopened to the Proposer.

## **25. Withdrawal, Substitution, and Modification of Proposals**

25.1 Proposers are expected to have sole responsibility for taking steps to carefully examine in detail the full consistency of its Proposals to the requirements of the RFP, keeping in mind that material deficiencies in providing information requested by UNDP, or lack clarity in the description of services to be provided, may result in the rejection of the Proposal. The Proposer shall assume the responsibility regarding erroneous interpretations or conclusions made by the Proposer in the course of understanding the RFP out of the set of information furnished by UNDP.

25.2 A Proposer may withdraw, substitute or modify its Proposal after it has been submitted by sending a written notice in accordance with Clause 23.1, 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 must accompany the respective written notice. All notices must be received by UNDP prior to the deadline for submission and submitted in accordance with RFP Clause 23.1 (except that withdrawal notices do not require copies). The respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," or "MODIFICATION".

25.3 Proposals requested to be withdrawn shall be returned unopened to the Proposers.

25.4 No Proposal may be withdrawn, substituted, or modified in the interval between the deadline for submission of Proposals and the expiration of the period of proposal validity specified by the Proposer on the Proposal Submission Form or any extension thereof.

## **26. Proposal Opening**

UNDP will open the Proposals in the presence of an ad-hoc committee formed by UNDP of at least two (2) members. If electronic submission is permitted, any specific electronic proposal opening procedures shall be as specified in the **Data Sheet** (DS no. 23).

The Proposers' names, modifications, withdrawals, the condition of the envelope labels/seals, the number of folders/files and all other such other details as UNDP may consider appropriate, will be announced at the opening. No Proposal shall be rejected at the opening stage, except for late submission, for which the Proposal shall be returned unopened to the Proposer.

## **27. Confidentiality**

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

Any effort by a Proposer 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.

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

## **E. EVALUATION OF PROPOSALS**

### **28. Preliminary Examination of Proposals**

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

### **29. Evaluation of Proposals**

29.1 UNDP shall examine the Proposal to confirm that all terms and conditions under the UNDP General Terms and Conditions and Special Conditions have been accepted by the Proposer without any deviation or reservation.

29.2 The evaluation team shall review and evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and other documentation provided, applying the evaluation criteria, sub-criteria, and point system specified in the **Data Sheet** (DS no. 32). Each responsive Proposal will be given a technical score. A Proposal shall be rendered non-responsive at this stage if it does not substantially respond to the RFP particularly the demands of the Terms of Reference, which also means that it fails to achieve the minimum technical score indicated in the **Data Sheet** (DS no. 25). Absolutely no changes may be made by UNDP in the criteria, sub-criteria and point system indicated in the **Data Sheet** (DS no. 32) after all Proposals have been received.

29.3 In the second stage, only the Financial Proposals of those Proposers who achieve the minimum technical score (1<sup>st</sup> stage of technical evaluation) and receive 100% correspondence to the requirement stipulated in check-list (2<sup>nd</sup> stage of technical evaluation) will be opened for evaluation for comparison and review. The Financial Proposal Envelopes corresponding to Proposals that did not meet the minimum passing technical score shall be returned to the Proposer unopened. The overall evaluation score will be based either on a combination of the technical score and the financial offer, or the lowest evaluated financial proposal of the technically qualified Proposers. The evaluation method that applies for this RFP shall be as indicated in the **Data Sheet** (DS No. 25).

When the Data Sheet specifies a combined scoring method, the formula for the rating of the Proposals will be as follows:

Rating the Technical Proposal (TP):

**TP Rating** = (Total Score Obtained by the Offer / Max. Obtainable Score for TP) x 100 Rating the

Financial Proposal (FP):

**FP Rating** = (Lowest Priced Offer / Price of the Offer Being Reviewed) x 100 Total

Combined Score:

(TP Rating) x (Weight of TP, e.g. 70%) + (FP Rating) x (Weight of FP, e.g., 30%) =  
**= Total Combined and Final Rating of the Proposal**

29.4 UNDP reserves the right to undertake a post-qualification exercise aimed at determining, to its satisfaction the validity of the information provided by the Proposer. Such post-qualification shall be fully documented and, among those that may be listed in the **Data Sheet** (DS No.33), may include, but need not be limited to, all or any combination of the following :

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

### **30. Clarification of Proposals**

To assist in the examination, evaluation and comparison of Proposals, UNDP may, at its discretion, ask any Proposer for a clarification of its Proposal.

UNDP's request for clarification and the response shall be in writing. Notwithstanding the written communication, 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 Clause 32. Any unsolicited clarification submitted by a Proposer 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.

### **31. Responsiveness of Proposal**

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.

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

### **32. Nonconformities, Reparable Errors and Omissions**

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.

Provided that a Proposal is substantially responsive, UNDP may request the Proposer 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 Proposer to comply with the request may result in the rejection of its Proposal.

Provided that the Proposal is substantially responsive, UNDP shall correct arithmetical errors as follows:

- 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;
- 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 be corrected; and
- 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 subject to the above.

If the Proposer does not accept the correction of errors made by UNDP, its Proposal shall be rejected.

## **F. AWARD OF CONTRACT**

### **33. Right to Accept, Reject, or Render Non-Responsive Any or All Proposals**

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 Proposer(s) of the grounds for UNDP's action. Furthermore, UNDP shall not be obliged to award the contract to the lowest price offer.

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

### **34. Award Criteria**

Prior to expiration of the period of proposal validity, UNDP shall award the contract to the qualified Proposer with the highest total score based on the evaluation method indicated in the **Data Sheet** (DS nos. 25 and 32).

### **35. Right to Vary Requirements at the Time of Award**

At the time of award of Contract, UNDP reserves the right to vary the quantity of 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.

### **36. Contract Signature**

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

Failure of the successful Proposer to comply with the requirement of RFP Clause 35 and this provision shall 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 Proposer with the second highest rated Proposal, or call for new Proposals.

### **37. Performance Security**

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

### **38. Bank Guarantee for Advanced Payment**

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

### **39. Vendor Protest**

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

<http://www.undp.org/content/undp/en/home/operations/procurement/protestandsanctions.html>



# Instructions to Proposers

## DATA SHEET

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

DS No. <sup>1</sup>	Cross Ref. to Instructions	Data	Specific Instructions / Requirements
1		Project Title :	UN Agencies in the Republic of Belarus (UNHCR, UNICEF, WHO, UNFPA, UNAIDS, UNODC, UN DPI)
2		Title of Services/Work:	Provision of services on the organization of activities: provision of facilities and equipment for conferences, catering and accommodation.
3		Country / Region of Work Location:	Belarus, Minsk
4	C.13	Language of the Proposal:	<input checked="" type="checkbox"/> English <input type="checkbox"/> French <input type="checkbox"/> Spanish <input checked="" type="checkbox"/> Others (pls. specify) Russian Any printed literature furnished by the Proposer may be written in another language as long as accompanied by an English and Russian (optional) translation of its pertinent passages in which case, for purposes of interpretation of the Proposal, the English translation shall govern.
5	C.20	Conditions for Submitting Proposals for Parts or sub-parts of the TOR	<input type="checkbox"/> Not allowed  <input checked="" type="checkbox"/> Allowed: it is allowed submit <i>proposals per separate lots</i>

<sup>1</sup> All DS number entries in the Data Sheet are cited as reference in the Instructions to Proposers.

6	C.20	Conditions for Submitting Alternative Proposals	<input checked="" type="checkbox"/> Shall not be considered  <input type="checkbox"/> Shall be considered. A proposer may submit an alternative proposal, but only if it also submits a proposal that meets the base case. UNDP shall only consider the alternative proposals offered by the Proposer whose proposal for the base case was determined to be the proposal with the highest evaluated score.
7	C.22	A pre-proposal conference will be held on:	<b><u>A pre-proposal conference for interested bidders will be held on:</u></b>  Time: 11.00 Date: 18 May, 2015 Venue: Republic of Belarus, Minsk, Kirov str., 17, 6th floor  The UNDP focal point for the arrangement of the pre-proposal conference is: Tatsiana Lazouskaya, UNDP Procurement unit +375 17 327 48 76 /149 E-mail: <a href="mailto:tatsiana.lazouskaya@undp.org">tatsiana.lazouskaya@undp.org</a>
8	C.21	Period of Proposal Validity commencing on the submission date	<input type="checkbox"/> 90 days <input checked="" type="checkbox"/> 120 days
9	B.9.5 C.15.4 b)	Proposal Security	Not Required
10	B.9.5	Acceptable forms of Proposal Security	Not applicable
11	B.9.5 C.15.4 a)	Validity of Proposal Security	Not applicable
12		Advanced Payment upon signing of contract	Advance payment is allowed for not more than 20% from the total sum of each separate Customer order.
13		Liquidated Damages	Not applicable

14	F.37	Performance Security	<input type="checkbox"/> Required <input checked="" type="checkbox"/> Not Required
15	C.17, C.17 b)	Preferred Currency of Proposal and Method for Currency conversion	<input checked="" type="checkbox"/> United States Dollars (US\$) <input checked="" type="checkbox"/> Euro <input checked="" type="checkbox"/> Local Currency: Byelorussian Rubles  <i>Reference date for determining UN Operational Exchange Rate: Latest date of proposals submission - June 01, 2015.</i>  During the financial evaluation stage, the UN Agency will convert the amount of financial proposals in various currencies to US dollars at the official UN exchange rate on the last day for submission of Quotations.
16	B.10.1	Deadline for submitting requests for clarifications/ questions	5 days before the submission date.
17	B.10.1	Contact Details for submitting clarifications/questions	The UNDP focal point is: Tatsiana Lazouskaya, Procurement Associate E-mail: <a href="mailto:tatsiana.lazouskaya@undp.org">tatsiana.lazouskaya@undp.org</a> Tel.: +375 17 327 48 76  This contact person and address is officially designated by UNDP. If inquiries are sent to other person/s or address/es, even if they are UNDP staff, UNDP shall have no obligation to respond nor can UNDP confirm that the query was officially received.
18	B.11.1	Manner of Disseminating Supplemental Information to the RFP and responses/clarifications to queries	<input type="checkbox"/> Direct communication to prospective Proposers by email or fax <input checked="" type="checkbox"/> Direct communication to prospective Proposers by email or fax, and Posting on the website: <a href="http://www.by.undp.org/content/belarus/ru/home/operations/procurement/">http://www.by.undp.org/content/belarus/ru/home/operations/procurement/</a>
19	D.23.3	No. of copies of Proposal that must be submitted [if transmitted by courier]	Original: 1 Copies: 1
20	D.23.1 D.23.2 D.24	Proposal Submission Address	The Bidder shall seal the Proposal in one outer and two inner envelopes, as detailed below.  The outer envelope for each Lot shall indicate the name and address of the proposer and shall be addressed to:  <b>UNDP Belarus, Kirova str. 17, 6th Floor</b> <b>Minsk 220050, Republic of Belarus</b> <b>Do not open until 03 June, 2015, 17:00.</b> <b>RFP №412/2015 for provision of hotel services to the UN Agencies</b>

			<p>Both inner envelopes shall indicate the name and address of the proposer, and clearly marked:</p> <p>1<sup>st</sup> envelope: "Technical Proposal" and shall contain the documents with the information stipulated in DS No.26 and 27 below.</p> <p>The technical proposal shall not contain any pricing information.</p> <p>2<sup>nd</sup> envelope: "Financial Proposal" in a hard copy and on a CD containing the information stipulated in the Section 7 of this RFP.</p> <p>If the two inner envelopes are not sealed and marked as per the instructions in this clause, UNDP will not assume responsibility for the proposal's misplacement or premature opening.</p> <p>The Proposal can be prepared for any Lot.</p>
21	C.21 D.24	Deadline of Submission	<p>Date and Time:</p> <p>no later than 5 pm local time, on 03 June, 2015</p>
22	D.23.2	Allowable Manner of Submitting Proposals	Mail/Courier/Hand Delivery
23	D.23.2 D.26	Conditions and Procedures for electronic submission and opening, if allowed	Not applicable
24	D.23.1	Date, time and venue for opening of Proposals	<p>Date and Time: 03 June, 2015 5:10pm</p> <p>Venue : 220050, Republic of Belarus, Minsk, Kirov str., 17, 6th floor</p>

25	E.29.2 E.29.3 F.34	Evaluation method to be used in selecting the most responsive Proposal	<p>Evaluation method - Lowest financial offer of technically qualified Proposals.</p> <p>Technical evaluation of the proposals will consist of 2 stages:</p> <p>1) First stage – technical evaluation of the proposals using scoring system (please refer to the Table 1 below). Maximum obtainable score of the technical proposal - 1000 points. Technical proposal of the Bidder should achieve at least 70% from maximum obtainable points (1000) to be considered technical responsive and subject to further technical evaluation;</p> <p>2) Second stage – joint visit of the hotels that are technically responsive after the first stage of technical evaluation by Customer representatives for confirmation of the Bidder proposal to the requirements as well as additional requirements stipulated in checklist below (please refer to the Table 2 below).</p> <p>Bidders should receive not less than 60% per each requirement, indicated in checklist, to consider proposals as technical responsive and subject to further price evaluation. Proposal shall be deemed non-responsive at the Technical Evaluation stage if it receives less than 60% for at least 1 requirements indicated in checklist; finance proposal of non-responsive offers remains unopened and UNDP sends it back to the Bidder.</p> <p>3) Price evaluation – Bidder should fill in the forms of finance proposal, indicated in Section 7 (price-list and 4 sample orders; for each lot – separate price-list and sample orders). Total amount of the price proposal will consist of the total sums of all sample orders results (price in sample orders should be calculated based on the rates, mentioned in the price-list).</p>
----	--------------------------	------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

26	C.15.1	Required Documents that must be Submitted to Establish Qualification of Proposers	<p>1) Proposal forms filled as per Sections 5 and 6 of this RFP including the following information to be indicated in item No.11 of Proposer Information Form (Section 5 of this RFP): (i) all information regarding any past and current litigation during the last two (2) years, in which the bidder is involved, indicating the parties concerned, (ii) the subject of the litigation, (iii) the amounts involved, and (iv) the final resolution if already concluded;</p> <p>2) Copy of the Bidder's State Certificate of Registration (please provide the copies of all certificates of registration, if the company was re-registered);</p> <p>3) Company Profile, which should not exceed 3 (three) pages, pointing out the star level of the hotel (should be indicated in Technical Proposal Form, Section 6, item 1.1 of the present RFP);</p> <p>4) Experience in providing hotel services, including organization of events as per item 1.3 in the Section 6 of this RFP;</p> <p>5) Provision of at least 3 References from major Clients and reference from international clients, if any;</p> <p>6) Income Statement and Balance Sheet for 2014 and 2013; including Auditor's Reports for 2013-2014, if available;</p> <p>7) Tax Registration/Payment Certificate issued by the Internal Revenue Authority evidencing that the Bidder is updated with its tax payment obligations and bank certificate about the economic/financial viability of the Bidder;</p> <p>8) CVs and copies of documents confirming qualification of personal manager and backup manager in line with the requirements and format stated in the Section 6, item 3.1 of present RFP;</p> <p>9) Documents confirming the technical capabilities to meet the requirements of item 9 of the ToR;</p> <p>10) The presence of security mechanisms for safety in rooms, venues, equipment, transportation, catering services.</p> <p>11) Documents describing corporate policy on the environment (if available), aimed at maintaining environmental sustainability and reduce negative environmental impacts on the environment (with specific examples of measures in preparation);</p> <p>12) Documents, describing the quality of the services including an internal control system, covering the entire range of services under the agreement, as well as methods of monitoring, identification and correction of deficiencies of service quality, provided to the Customer;</p> <p>13) Proposed methodology as per requirements described in the items 2.1.-2.5 of the Section 6 of this RFP;</p>
----	--------	-----------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

27		Other documents that may be Submitted to Establish Eligibility	Not applicable
28	C.15	Structure of the Technical Proposal	In compliance with the Section 6 (Technical Proposal Format)
29	C.15.1	Latest Expected date for commencement of Contract	From the date of signing
30	C.15.2	Expected duration of contract (Target Commencement Date and Completion Date)	Target commencement date: July 01, 2015 The agreement will be concluded for a period of 1 year with possibility of extension up to 3 years, which is the subject of satisfactory performance of its obligations by contractors.
31		UNDP will award the contract:	The UNDP will sign long-term agreements with technically qualified and lowest priced hotels: up to 4 agreements with hotels 4-5* or equivalent (lot 1) and up to 3 agreements with hotels 3* or equivalent (lot 2) for the organization of events. For each Lot the successful Proposers will be awarded with long-term agreement for services (Section 8 of the present RFP).
32	E.29.2 F.34	Criteria for the Award of Contract and Evaluation of Proposals	Award Criteria: <ul style="list-style-type: none"> <li>– Lowest price of technically compliant proposals;</li> <li>– Financial stability of the Proposer. UNDP will check whether the average current liquidity ratio (total current assets to total current liabilities) indicated in the Balance Sheets of the bidder for the last 2 years is equal or more than 1. If average current ratio is less than 1, UNDP will verify financial capacity of the bidder and have the authority to seek references from concerned parties &amp; banks on the bidder's financial standing. UNDP has the right to reject any bid if submitted by a proposer whom investigation leads to a result that he is not financially capable and/or had serious financial problems;;</li> <li>– Positive results of reference checking with other previous clients on the quality of performance on ongoing or previous contracts completed.</li> </ul> <p>Detailed breakdown of obtainable points for technical evaluation is specified in the table 1 below.</p>
33	E.29.4	Post-Qualification Actions	Inquiry and reference checking with other previous clients on the quality of performance on ongoing or previous contracts completed;

34		Conditions for Determining Contract Effectivity	An agreement will be effective from the date of its signing
35		Other Information Related to the RFP	Not applicable

#### Detailed criteria for evaluation of proposals

Detailed criteria for evaluation of proposals		Score Weight	Points Obtainable
Technical proposal			
1.	Professional experience, reputation, strength of the company, technical capabilities	50%	500
2.	Proposed methodology and approach to the provision of required service of the Customer	20%	200
3.	Qualification and work experience of personal manger	30%	300
<b>Maximum points for technical evaluation (total 1+2+3)</b>		<b>100%</b>	<b>1000</b>

**Table 1: Professional experience of the Company / Organization**

<b>DETAILED BREAKDOWN OF OBTAINBLE POINTS FOR TECHNICAL PROPOSAL</b>	Max. number of points
<b>Part 1. Professional experience, reputation, strength of the company, technical capabilities, includes 1.1+1.2+1.3:</b>	<b>500</b>
<b>1.1 Professional experience and reputation of the hotel, include 1.1.1+1.1.2+1.1.3:</b>	<b>150</b>
<b>1.1.1 Work experience in providing hotel services, including organization of events:</b>	<b>50</b>
- minimum requirement of 1 year in providing hotel services, including organization of events	35
- more than 1 year in providing hotel services, including organization of events (3 points for each additional year, but not more than 15 points)	15*
<b>1.1.2 Work experience in providing similar events for international organizations/ large international companies or their representative offices:</b>	<b>50</b>
- organization of similar events for at least 3 international organizations/large international companies or their representative offices	35
- organization of similar events for more than 3 international organizations/large international companies or their representative offices (1 point for each additional client, but not more than 15 points)	15*
<b>1.1.3 Reliability (successful performance evaluation – provision of references from the major clients)</b>	<b>50</b>
- minimum requirement of 3 references form the major client for the last year	35
- references from international organizations/large international companies or their representative offices for the last year (minimum 1 reference);	15*
<b>1.2 Strength and Capacity of the company:</b>	<b>100</b>
- provision of tax registration/payment certificate issued by the internal revenue	20



authority evidencing that the Bidder is updated with its tax payment obligations and bank certificate about the economic/financial viability of the Bidder																							
- provision of Income Statement and Balance Sheet for 2014 and 2013, including Auditor's Reports (if available) for the last two years	30																						
- current ratio not less than 1,0	40																						
- the absence of litigation (disputes, arbitration) with results not in favor of the Bidder in the past 2 years;	10																						
<b>1.3 Technical capabilities of the hotel, including 1.3.1-1.3.6:</b>	<b>250</b>																						
<b>1.3.1 availability and amount of the requested number of standard single rooms (with breakfast) in accordance with paragraph F of the Terms of Reference;</b>	<b>40</b>																						
<b>1.3.2 existence of a barrier-free environment:</b>	<b>40</b>																						
- availability of standard rooms for people with disabilities (at least 1 room);	10																						
- availability of more than 1 standard room for people with disabilities;	10*																						
- additional elements of barrier-free environment	20																						
<b>1.3.3 conference rooms:</b>	<b>50</b>																						
- availability and amount of the requested number of conference rooms (with the specified capacity and wireless internet) in accordance with paragraph F of the Terms of Reference;	40																						
- availability of additional conference rooms to the required quantity	10*																						
<b>1.3.4 possibility of catering at the hotel (water for conference participants, coffee break, lunch and dinner) according to the minimum requirements specified in paragraph F of the Terms of Reference;</b>	<b>50</b>																						
<b>1.3.5 The use of the following equipment for each of the proposed conference rooms **: <table border="1" data-bbox="191 1073 1208 1839"> <tr> <td>equipment</td><td>Minimum requirements</td></tr> <tr> <td>projector</td><td>LCD projector c wireless switch presentation slides</td></tr> <tr> <td>screen</td><td>availability</td></tr> <tr> <td>laptop</td><td>availability</td></tr> <tr> <td>wireless microphone</td><td>availability at least 2 pcs. for small and medium-sized conference rooms (50 people) and 4 pcs. for large conference rooms (over 50 people)</td></tr> <tr> <td>a set of microphones for the round table</td><td>15 remotes with a microphone and a set of headphones</td></tr> <tr> <td>laser Pointer</td><td>availability</td></tr> <tr> <td>sound system</td><td>availability</td></tr> <tr> <td>flipchart</td><td>availability with the block of the paper and a set of markers</td></tr> <tr> <td>extender</td><td>10m</td></tr> <tr> <td>simultaneous translation equipment kit</td><td>the set should consist of: <ul style="list-style-type: none"> <li>- Soundproofed cabin for 2 interpreters;</li> <li>- Subscriber receivers interpretation complete with headphones (up to 100 people / more than 100 people);</li> <li>- Modulator Transmitter;</li> <li>- Remote translators with headsets or headphones and microphones for translators;</li> </ul> </td></tr> </table> </b>	equipment	Minimum requirements	projector	LCD projector c wireless switch presentation slides	screen	availability	laptop	availability	wireless microphone	availability at least 2 pcs. for small and medium-sized conference rooms (50 people) and 4 pcs. for large conference rooms (over 50 people)	a set of microphones for the round table	15 remotes with a microphone and a set of headphones	laser Pointer	availability	sound system	availability	flipchart	availability with the block of the paper and a set of markers	extender	10m	simultaneous translation equipment kit	the set should consist of: <ul style="list-style-type: none"> <li>- Soundproofed cabin for 2 interpreters;</li> <li>- Subscriber receivers interpretation complete with headphones (up to 100 people / more than 100 people);</li> <li>- Modulator Transmitter;</li> <li>- Remote translators with headsets or headphones and microphones for translators;</li> </ul>	<b>50</b>
equipment	Minimum requirements																						
projector	LCD projector c wireless switch presentation slides																						
screen	availability																						
laptop	availability																						
wireless microphone	availability at least 2 pcs. for small and medium-sized conference rooms (50 people) and 4 pcs. for large conference rooms (over 50 people)																						
a set of microphones for the round table	15 remotes with a microphone and a set of headphones																						
laser Pointer	availability																						
sound system	availability																						
flipchart	availability with the block of the paper and a set of markers																						
extender	10m																						
simultaneous translation equipment kit	the set should consist of: <ul style="list-style-type: none"> <li>- Soundproofed cabin for 2 interpreters;</li> <li>- Subscriber receivers interpretation complete with headphones (up to 100 people / more than 100 people);</li> <li>- Modulator Transmitter;</li> <li>- Remote translators with headsets or headphones and microphones for translators;</li> </ul>																						
<b>1.3.6 availability of transfer services to/from the airport or to/ from the train station by own/rented vehicles (with different capacity, at any time of the day);</b>	<b>20</b>																						
<b>Part 2. Proposed methodology and approach to the provision of required service of the Customer (including quality control systems), includes 2.1+2.2+2.3+2.4+2.5:</b>	<b>200</b>																						
2.1 Bidder proposal is structured, contains all sub-sections and meets the requirements	20																						

of the Terms of Reference; all applications, including tables of financial proposal are filled without errors, signed by an authorized representative;	
2.2 The presence of the internal control system, covering the entire range of services, as well as methods of monitoring, identifying and correcting deficiencies of quality of services rendered to the customer; measures of risk reduction - the potential risks related to the implementation of the contract that may affect the timely achievement of expected results, as well as their quality.	50
2.3 The presence of security mechanisms for safety in rooms, venues, equipment, transportation, catering services.	50
2.4 The presence of corporate policy on the environment, aimed at maintaining environmental sustainability and reduce negative environmental impacts on the environment (with specific examples of measures in preparation);	50
2.5 Willingness to accept changes in placed orders within event preparation period without penalty to the Customer;	30
<b>Part 3. Qualification of the personal manager with experience in the provision of hotel services and organization of events and responsibility for all matters arising in the course of execution of orders, including the coordination of the staff involved in the implementation of the requested range of services, includes 3.1+3.2+3.3***:</b>	<b>300</b>
<b>3.1.1 Education:</b>	<b>45</b>
- higher education (diploma);	30
- certificates of specialized trainings (3 points for each diploma/certificate, but not more than 15 points);	15*
<b>3.1.2 Experience:</b>	<b>105</b>
- at least 2 years of management experience in the organization of events (2 years - the minimum requirement)	40
- more than 2 years of management experience in the organization of events (3 points for every additional year, but not more than 15 points);	15*
- experience of working with international organizations/large international companies or their representative offices;	50
<b>3.1.3 Interview:</b>	<b>150</b>
- knowledge of languages (English, Russian);	45
- professional skills, including skill to work with computer programs;	35
- client orientation;	35
- communication skills;	35

Scoring scale for parameter 3.1.3:

<b>Correspondence degree</b>	<b>Confirming indicators</b>	<b>The rating scale (% of maximum achievable ratings for this criterion)</b>
<b>Excellent</b>	Excellent proof of the ability to exceed the performance required in the ToR	100%
<b>Good</b>	Good proof of the ability to exceed the performance required in the ToR	80%
<b>Satisfactory</b>	Satisfactory proof of the ability to exceed the performance required in the ToR	60%
<b>Poor</b>	Poor proof of the ability to exceed the performance required in the ToR	40%
<b>Very poor</b>	Very poor proof of the ability to exceed the performance required in the ToR	10%

<b>No submission</b>	Information has not been submitted or is unacceptable	0%
----------------------	-------------------------------------------------------	----

\* - Extra points that can be obtained in case of correspondence to the evaluation criteria.

\*\* - In the absence of the equipment according to the list, the Contractor shall sub-contract it. Minimum equipment requirements are preserved for sub-contractor(s) offer. Bidder shall specify in the offer the name of the equipment to be sub-contracted.

\*\*\* - In case of absence (vacation / illness or other) of personal manager, Bidder shall provide a back-up manager with the skills and experience no worse than of personal manager.

**Table 2**

#	Parameters	Correspondence
	<b>Hotel location (for information only)</b>	
	Walking distance from UN Office - Minsk, Kirova str., 17	
	Driving distance from UN Office - Minsk, Kirova str., 17	
<b>1</b>	<b>Hotel Security</b>	
	Availability of emergency exits	
	Exit signs	
	Fire & Panic alarm system	
	Smoke detection system in each room and other premises (lobby, hallways, conference rooms, dining area, kitchen, bathroom)	
	Fire extinguishers on each floor and in public areas	
	Fire escape ladders and stairs	
	Availability of safety boxes in single rooms	
	Availability of Security Guards on duty 24 hours	
	First Aid Kits	
<b>2</b>	<b>Reception</b>	
	Reception opened 24 hours, accessible by phone 24 hours from inside and outside	
	Bilingual staff (Russian/English)	
<b>3</b>	<b>Standard single room quality and facilities</b>	
	Availability of individual bathroom facilities	
	Availability of toiletries (towels, soap, shampoo, etc.)	
	Room cleaning frequency (min 1 time per day)	
	Absence of obsolete furniture and carpet/flooring	
	Heating / Conditioner	
	Clean bedding	
	Telephone availability (local and international calls)	
	Wired or wireless Internet access in the room	
	Mirror and place for luggage (suitcases)	
<b>4</b>	<b>Hotel Facilities</b>	
	Breakfast buffet or breakfast menu card via room service	
	Sufficient territory for comfortable coffee breaks (based on the maximum capacity of the conference halls)	
	Parking area	
	Airport and railway station transfer availability	

	Wireless Internet access in public areas (lobby, hallways, dining area, etc.)	
<b>5</b>	<b>Conference Facilities</b>	
	Presence and quality of offered equipment in the conference room	
	Heating / Conditioner	
	Cleanliness of conference room (applicable for all offered conference rooms)	
	Comfortable area and not-obsolete furniture, carpet/flooring	
	Wireless Internet connection in Conference rooms	
	Availability of simultaneous translation equipment set	
<b>6</b>	<b>Bathroom (not far than 50m from the conference room)</b>	
	Cleanliness	
	Availability of toilet paper	
	Modernity and comfort of sanitary equipment	
	Availability of paper towels / hand drying	
	Cleaning frequency (min 2 times per day)	

Scoring scale for Table 2:

<b>Correspondence degree</b>	<b>Confirming indicators</b>	<b>The rating scale</b>
<b>Excellent</b>	Excellent proof	100%
<b>Good</b>	Good proof	80%
<b>Satisfactory</b>	Satisfactory proof	60%
<b>Poor</b>	Poor proof	40%
<b>Very poor</b>	Very poor proof	10%
<b>Absence</b>	No evidences found	0%

Bidders should receive not less than 60% per each requirement, indicated in the checklist, to consider proposals as technical responsive and subject to further price evaluation. Proposal shall be rendered non-responsive at the Technical Evaluation stage if it receives less than 60% for at least 1 requirements indicated in checklist; finance proposal of non-responsive offers remains unopened and Customer sends it back to the Bidder.

## **Section 3: Terms of Reference (TOR)**

The United Nations Development Programme in the Republic of Belarus (UNDP) and UN agencies in the Republic of Belarus (UNHCR, UNICEF, WHO, UNFPA, UNAIDS, UNODC, UN DPI) (hereinafter - Customer) organize on a regular basis conferences, workshops, meetings, trainings (hereinafter - events) within the framework of existing programs in the Republic of Belarus.

The UNDP in the Republic of Belarus and abovementioned UN agencies are interested in achieving economy of scale by consolidating the needs of agencies in carrying out the events and signing long-term agreements with hotels, providing high quality services. It was decided to combine all requests for hotel services, as well as for conduction of events in the common requirements for the organization of events in Minsk, Republic of Belarus with a view to conclude long-term agreements with qualified companies (hereinafter - Contractors). The United Nations Development Programme in the Republic of Belarus will hold a tender for hotel services in organizing events and accommodation, representing the interests of the abovementioned Agencies.

### **A) General information**

The purpose of the tender is to conclude long-term agreements with the Contractors for the provision of the following services: provision of facilities and equipment for conferences, catering and accommodation. The agreements will be concluded for a period of 1 year with possibility of extension up to 3 years, which is the subject of satisfactory performance of its obligations by Contractors.

The estimated total cost of activities organized by the UN agencies in the Republic of Belarus in 2014 amounted to USD 300,000.00, where about 40% - events organized in hotels 4\* - 5\* or equivalent, 60% - in 3\* hotels or equivalent. The average number of participants of the event is about 20-40 people (45%); the average duration of the event – one day (52%); location - Minsk. Estimated volume of orders for 3 years by all UN agencies will be approximately USD 900,000.00. Under the agreement, the Customer will not have any restrictions on the number of ordered services, and orders will be placed as needed and according to need; The Customer does not bear any financial obligations in the event of non-use of the agreement in full. Each agency of the UN system will access directly to the Contractor by placing individual orders, covering services in accordance with the present Terms of reference and an agreement with the United Nations Development Programme.

### **B) Volume of work**

List of requested services includes, but is not limited to the following list (the volume of each order will not necessarily cover the entire list of the following services and will be coordinated in each case by placing a written order):

1. Booking of rooms to accommodate employees of the UN system and/or guests coming to participate in events in a single standard room (or equivalent) with breakfast (on average, the number of participants staying at the hotel does not exceed 15-30% from the total number of participants);

2. Organization of events:

- rent of a conference room in the hotel (including the placement of furniture based on the seating plan);
- organization of catering (water (with/without gas), coffee breaks, lunch, dinner);
- various options of seating in a conference room;
- rental of equipment needed for the event: projector with wireless switch slide presentation, screen, laptop, wireless microphone, microphone array for a round table, laser pointer, sound system, flip chart with paper-

pad and a set of markers, extension, etc., including IT-services specialist for equipment setup and maintenance of the conference;

- wireless internet in the conference room (wi-fi);
- rental of equipment for simultaneous translation;
- transfer from hotel/to hotel to/from airport/ railway station, if necessary;
- services of a personal manager who is responsible for the complete organization of the event.

The Customer plans to sign long-term agreements with technically qualified and lowest in price up to 4 hotels 4-5\* or equivalent (lot 1) and up to 3 Hotels 3\* or equivalent (lot 2) for the organization of events. This division into different star levels of the hotel will allow to host events with different budgets and number of participants (different sizes of conference rooms), and the specified number of hotels of every star level will provide the best quality and value for money for every event, as well as minimizes the risk of booked hotels (rooms/conference facilities) for the required dates.

Each agreement will have attachment with specified list of services (price list), indicating the rates per unit of measure, which had been proposed by the Contractor at the stage of the tender offer. Applicants interested in submitting a proposal for the tender, in addition to the rates per UOM of the requested services (price list) will be required to fill out calculations for specific events (sample orders) based on rates per unit of measure in the price list (or discounted rates, if applicable). The proposed sample orders are provisional and are intended solely for the purposes of evaluation and comparison of financial proposals of Bidders. Rates per unit of measure (as well as discounted rates, if applicable) listed in the price list will be included in the agreement as a specification.

According to the results of the tender for each order will be a secondary competition between awarded hotels (up to 4 hotels with 4-5\* or equivalent and up to 3 hotels 3\* or equivalent) in accordance with the following steps:

- 1) depending on the budget, the level of the event and the internal rules of each agency to conduct the activities of different levels, the Customer selects between 4-5\* or 3\* hotels;  
Depending on the planned number of people at the event, the Customer studies the specifications (price-lists) of the hotels according to the approved TOR for the organization of event and awards the order to the hotel with a minimum price for a full range of services according to the approved rates (or discount rates, if applicable) in price list;
- 2) If the hotel, which is awarded, does not confirm the possibility of organizing the event, the Customer has the right to award the order to the next hotel offering the best price for the full range of services.

**General requirements:**

- 1) The Contractor, according to a written order of the Customer, shall reserve the venue, as well as, if necessary, single room or equivalent for the accommodation of staff of the UN System and/or the arriving guests, and shall provide a written confirmation of the booking to the Customer within 1 day (24 hours) from order receipt. The Customer, in turn, shall inform the Contractor about all the current changes in the status of the order;
- 2) The Contractor shall agree in advance with the Customer an option of seating plan at the conference hall: a round table, class, conference, U-shaped, or other options;
- 3) The contractor guarantees the availability of the equipment specified in the written order of the Customer (projector with wireless switch for slides presentation, screen, laptop, wireless microphone, a set of microphones for the round table, sound system, laser pointer, wireless Internet, flip chart with paper-pad and a set of markers, extender, simultaneous translation equipment); a specialist in setting up the equipment of Contractor provides operation of the requested equipment before and during the event.  
In case of lack of equipment, the Contractor shall invite subcontractor/s in order to meet the conditions of the order.

In case of equipment failure, the Contractor ensures the replacement of equipment before the start of the event. In this case, the price for rental equipment remains the same, according to the rates specified in the specification (price list) of the agreement;

4) The Contractor, according to a written order of the Customer, provides timely and qualitative catering for participants (coffee breaks, lunch, dinner, water (with/without gas) for all participants of the event);

5) The Contractor, according to a written order from the Customer, shall provide timely transfer to/from the airport or to/from the train station by various types of transport, depending on the size of groups with availability to provide services at any time of the day;

6) The Contractor shall appoint a personal manager to work with clients (as well as backup manager during the absence of the personal one), responsible for the organization and execution of all orders received from the Customer.

### **C) Reporting**

1) The Contractor shall provide to the Customer with a detailed Act of rendered services in accordance with the specification (price-list) to a contract for each event within one (1) week after its completion;

2) Contractor at the end of the year provides an annual report on all orders carried out for the Customer, indicating the duration, cost of events, and the number of participants in each event for UN Agencies.

### **D) Quality control**

1) The Contractor shall, on a regular and ongoing basis to ensure and control the quality of services provided to the Customer;

2) Control for quality of the services should include an internal control system, covering the entire range of services under the contract, as well as methods of monitoring, identification and correction of deficiencies of service quality, provided to the Customer;

4) The Customer shall be informed of any identified deficiencies and actions taken to correct them;

5) The Customer reserves the right to evaluate quality control of provided services, and if necessary, propose possible improvements during the quarterly meetings with the Contractor;

6) Contractor shall attract professional personnel to work with the Customer for timely and effective implementation of the volume of work and its obligations under the contract with the Customer;

7) The Contractor shall guarantee that the personnel, supporting the activities of the Customer, has experience in organizing similar events, as well as good administrative and communication skills;

8) The customer will evaluate the quality of provided services in accordance with key performance indicators, described in section G below.

### **E) Payment conditions**

1) The Contractor shall provide a detailed report of services rendered for each activity within one (1) week after its completion. The Customer, after receiving the report, within 3 business days shall check the submitted documents and pay for the services rendered within 7 working days;

2) In case of questions on the report, the Customer shall send by e-mail the comments within 3 working days after the receipt of the report from the Contractor.

### **F) Qualification requirements for the Contractor**

1) The Contractor must be registered as a legal entity (copy of the registration certificate);

2) At least 1 year of experience in providing hotel services, including the organization of events;

3) Experience in organizing similar events for international organizations/international companies or their representative offices (at least 3 clients for the past 2 years);

4) Successful execution of orders on the organization of events - providing at least three references from the major customers;

- 5) Experience in providing services to international organizations/major international companies or their representative is an advantage (provision of reference from international clients);
- 6) Documentary evidence of financial and economic solvency (bank certificate about the economic/ financial solvency of the Applicant, a certificate from the tax authority on absence of debts to the state budget);
- 7) Income Statement and Balance Sheet for 2014 and 2013, including Auditor's Reports for the last two years, if any;
- 8) Customer assigns professional staff, experienced in provision of hotel services and the organization of events.

Requirements for personnel:

8.1. Personal manager (in absence of a personal manager - backup manager) monitors the quality of services provided to the Customer, as well as full compliance with all the requirements of the order, is responsible for all matters arising in the course of execution of orders, including the coordination of the staff involved in the implementation of the requested range of services (for example, reservations, setting up equipment, coffee breaks and lunches, provision and setting up of equipment for simultaneous translation, transfer, etc.)

Qualification of the personal manager:

- Specialized secondary / higher education;
- A minimum of 2 years of managerial experience in the organization of events;
- Experience of working with international organizations / major international companies or their representative offices is an advantage;
- Knowledge of languages (English, Russian);
- A certificate of passing special trainings is an advantage;
- Skills in working with computer programs.

Competences of personal manager:

- Performs the functions at the highest level of efficiency and professionalism;
- Tactful, polite;
- self-organized for fulfillment of the tasks in the shortest possible time;

In case of absence (vacation / illness or other) of personal manager, Contractor shall provide services of back-up manager with the skills and experience not less than personal manager.

9) Availability of technical capacity to provide hotel services and services for the organization of events:

9.1 Accommodation:

9.1.1 The total number of single standard rooms (with breakfast) at least 20;

9.1.2 The presence of a barrier-free environment and standard rooms for people with disabilities is an advantage;

9.2 Meeting rooms (with wireless internet (wi-fi):

9.2.1 For hotels 4\* -5\* or the equivalent of the conference rooms the following capacity (lot 1):

- 1-20 people;
- 21-50 people;
- 51-100 people;
- 101-150 people;

9.2.2 For hotels 3\* or the equivalent of the conference rooms the following capacity (lot 2):

- 1-40 people;
- 41-60 people;
- 61-100 people;
- 101-200 people;

9.3 Catering services:

- Water for the conference participants: with / without gas 0.5 liters per person; should be placed on the tables in the conference room;
- Coffee break: a minimum set - coffee (natural), tea, milk, soft drinks at least two species, at least 2 types of dessert or dessert and fruits, sugar;
- Lunch: minimal set - hot first course, hot second course (meat/fish with a side dish), salad, bread, tea or a soft drink;



- Dinner: minimal set - a salad/soup, appetizer, main dish, tea, coffee (natural), milk, soft drink, dessert, sugar.

9.4 Equipment: the use of the following equipment for each of the proposed conference halls: projector c wireless switch presentation slides, screen, laptop, wireless microphone, a set of microphones for the round table, laser pointer, sound system, flipchart, extension; wireless internet (wi-fi), equipment for simultaneous translation;

equipment	Minimum requirements
projector	LCD projector c wireless switch presentation slides
screen	availability
laptop	availability
wireless microphone	availability at least 2 pcs. for small and medium-sized conference rooms (50 people) and 4 pcs. for large conference rooms (over 50 people)
a set of microphones for the round table	15 remotes with a microphone and a set of headphones
laser Pointer	availability
sound system	availability
flipchart	availability with the block of the paper and a set of markers
extender	10m
simultaneous translation equipment kit	the set should consist of: - Soundproofed cabin for 2 interpreters; - Subscriber receivers interpretation complete with headphones (up to 100 people / more than 100 people); - Modulator Transmitter; - Remote translators with headsets or headphones and microphones for translators;

9.5 Transfer services to/from the airport or to/ from the train station by own/rented vehicles (with different capacity, at any time of the day):

- Taxi (with the possibility of the provision of services at any time of the day);

- Minibus (minimum number of people - 7, with the ability to provide services at any time of the day).

10) The presence of a mechanism to ensure security/safety of the rooms, the venue, equipment, transportation, food.

11) Presence of a corporate policy on the environment aimed at maintaining environmental sustainability and reduce negative environmental impacts on the environment (with specific examples of the preparation of events).

#### G. Key performance indicators

No.	Description	Indicator
1	Response Time to Received Requests.	E-mail confirmation of receipt of the order from the Customer within 2 hours. Written confirmation of reservation services as per order of the Customer within 1 day (24 hours) from receipt of order.
2	Understanding of the client's needs.	High quality communication, correct identification of what is required and provision of several options of arising issues.
3	Ability to arrange events on scheduled time.	Arrangement of event on the agreed dates.

4	Provision of reports with detailed information for all arranged events including quantity of participants, duration, total amount.	Timely provision of monthly/quarterly/annual reports with detailed description of services for all arranged events as per inquiries from UN Agencies in the Republic of Belarus.
5	Ability to provide high quality services in terms of venue, food, equipment and other related arrangements.	Venue corresponds to the planned number of participants. Rooms for the guests of the event are promptly booked. Conference room is clean and prepared for the event: the tables and chairs are placed according to the approved seating, all the equipment is prepared and set to work, and the water is placed. Bathrooms near the meeting room cleaned and prepared. Timely organized catering. The presence of a personal manager of the hotel during the event to coordinate the personnel of the hotel.
6	Transportation services provided on time as and when applicable.	Transfer is organized 12 hours prior to arrival/departure of guests. Assessment of service quality by participants through surveys.
7	Submission of invoices and related documents. Correctness and accuracy of provided documents.	All the reports with detailed information of the services provided on time and do not contain errors. Each report contains a link to a specific Customer (UN agency), the number and date of the order.
11	Customer Complaints	All claims/complaints should be addressed within maximum one working day from the date of receipt. Providing several options for arising issued within the same day or at most next day after of the receipt of claim/complaint.

## Section 4: Proposal Submission Form<sup>2</sup>

[insert: Location]

[insert: Date]

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

Re: RFP 412/2015

Dear Sir/Madam:

We, the undersigned, hereby offer to provide professional services for [insert: title of services] in accordance with your Request for Proposal dated [insert: Date] and our Proposal as per lot(s) No--. We are hereby submitting our Proposal, which includes the Technical Proposal and Financial Proposal sealed under a separate envelope.

We hereby declare that :

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

We confirm that we have read, understood and hereby accept the Terms of Reference describing the duties and responsibilities required of us in this RFP, and the General Terms and Conditions of UNDP's Long-term agreement for provision of services.

We agree to abide by this Proposal for 120 days.

We undertake, if our Proposal is accepted, to initiate the services not later than the date indicated in the Data Sheet.

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

Yours sincerely,

Authorized Signature [In full and initials]: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Contact Details : \_\_\_\_\_

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

---

<sup>2</sup> No deletion or modification may be made in this form. Any such deletion or modification may lead to the rejection of the Proposal.

## Section 5: Documents Establishing the Eligibility and Qualifications of the Proposer

### Proposer Information Form<sup>3</sup>

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

Re: RFP 412/2015

Page \_\_\_\_\_ of \_\_\_\_\_ pages

1. Proposer's Legal Name <i>[insert Proposer's legal name]</i>		
2. In case of Joint Venture (JV), legal name of each party: <i>[insert legal name of each party in JV]</i>		
3. Actual or intended Country/ies of Registration/Operation: <i>[insert actual or intended Country of Registration]</i>		
4. Year of Registration: <i>[insert Proposer's year of registration]</i>		
5. Countries of Operation	6. No. of staff in each Country	7. Years of Operation in each Country
8. Legal Address/es in Country/ies of Registration/Operation: <i>[insert Proposer's legal address in country of registration]</i>		
9. Value and Description of Top three (3) Biggest Contract		
10. Latest Credit Rating (if any)		
11. Brief description of litigation history (disputes, arbitration, claims, etc.), indicating current status and outcomes, if already resolved for last 2 years.		
12. Proposer's Authorized Representative Information  Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's name]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's name]</i> Email Address: <i>[insert Authorized Representative's name]</i>		
13. Are you in the UNPD List 1267.1989 or UN Ineligibility List? <input type="checkbox"/> YES or <input type="checkbox"/> NO		
14. Attached are copies of original documents of: <input type="checkbox"/> All eligibility document requirements listed in the Data Sheet <input type="checkbox"/> If Joint Venture/Consortium – copy of the Memorandum of Understanding/Agreement or Letter of Intent to form a JV/Consortium, or Registration of JV/Consortium, if registered <input type="checkbox"/> If case of Government corporation or Government-owned/controlled entity, documents establishing legal and financial autonomy and compliance with commercial law.		

<sup>3</sup> The Proposer shall fill in this Form in accordance with the instructions. Apart from providing additional information, no alterations to its format shall be permitted and no substitutions shall be accepted.

## Joint Venture Partner Information Form (if Registered)<sup>4</sup>

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

Re: RFP 412/2015

Page \_\_\_\_\_ of \_\_\_\_\_ pages

1. Proposer's Legal Name: <i>[insert Proposer's legal name]</i>		
2. JV's Party legal name: <i>[insert JV's Party legal name]</i>		
3. JV's Party Country of Registration: <i>[insert JV's Party country of registration]</i>		
4. Year of Registration: <i>[insert Party's year of registration]</i>		
5. Countries of Operation	6. No. of staff in each Country	7. Years of Operation in each Country
8. Legal Address/es in Country/ies of Registration/Operation: <i>[insert Party's legal address in country of registration]</i>		
9. Value and Description of Top three (3) Biggest Contract		
10. Latest Credit Rating (if any)		
11. Brief description of litigation history (disputes, arbitration, claims, etc.), indicating current status and outcomes, if already resolved for last 2 years.		
13. JV's Party Authorized Representative Information Name: <i>[insert name of JV's Party authorized representative]</i> Address: <i>[insert address of JV's Party authorized representative]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers of JV's Party authorized representative]</i> Email Address: <i>[insert email address of JV's Party authorized representative]</i>		
14. Attached are copies of original documents of: <i>[check the box(es) of the attached original documents]</i>  <input type="checkbox"/> All eligibility document requirements listed in the Data Sheet <input type="checkbox"/> Articles of Incorporation or Registration of firm named in 2. <input type="checkbox"/> In case of government owned entity, documents establishing legal and financial autonomy and compliance with commercial law.		

<sup>4</sup> The Proposer shall fill in this Form in accordance with the instructions. Apart from providing additional information, no alterations to its format shall be permitted and no substitutions shall be accepted.

## Section 6: Technical Proposal Form

### TECHNICAL PROPOSAL FORMAT

Provision of hotel services in Minsk to the UN Agencies (accommodation, organization and conduction of events, catering services)

**Please indicate Lot number(s) for which this technical proposal was developed: Lot #**

**Note: Technical Proposals not submitted in this format may be rejected. The financial proposal should be included in separate envelope.**

<b>Name of Proposing Organization / Firm:</b>	
<b>Country of Registration:</b>	
<b>Name of Contact Person for this Proposal:</b>	
<b>Address:</b>	
<b>Phone / Fax:</b>	
<b>Email:</b>	

### SECTION 1: EXPERTISE OF FIRM/ ORGANISATION

**1.1 Brief Description of Proposer as an Entity:** Provide a brief description of the organization / firm submitting the proposal (should not exceed three (3) pages), its legal mandates/authorized business activities, the year and country of incorporation, types of activities undertaken, and approximate annual budget, "star" level etc. Additionally include reference to the company's reputation.

Company profile should also include the Copy of the Bidder's State Certificate of Registration (please provide the copies of all certificates of registration, if the company was re-registered);

**1.2. Financial Capacity:**

- Tax Registration/Payment Certificate issued by the Internal Revenue Authority evidencing that the Bidder is updated with its tax payment obligations;
- Bank certificate about the economic/financial viability of the Bidder;
- Income Statement and Balance Sheet for 2014 and 2013;
- Auditor's Reports for 2013-2014, if any;

**1.3. Track Record and Experiences:** Provide the following information regarding corporate experience, which are related or relevant to those required in accordance with requirement of the present RFP:

- Experience in providing hotel services, including organization of events (minimum 1 year of experience (provide enlarged list of events of different levels in the last year according to Table A)):

Table A

Name of the company/client	Level of event	Total amount of the contract	Validity period of the contract	Description of services	Status or completion date

- Work experience in providing similar events for international organizations/ large international companies or their representative offices (minimum 3 clients, provision of the information according to Table B):

Table B

Name of the company/client	Total amount of the contract	Validity period of the contract	Description of services	Status or completion date	Contact details (name, phone, e-mail)

- 3 references from the major clients for the last year;
- References from international organizations/large international companies or their representative offices, if any.

#### 1.4 Technical capabilities of the hotel:

- accommodation

Table C:

Description of the room	Indicate the quantity of rooms
Standard single room (with breakfast)	
Standard single room for disables people	+Indicate additional elements of barrier-free environment, if any

- conference rooms with wi-fi (**for LOT 1**). Availability of all conference rooms with difference seating capacity, mentioned in the table D, is obligatory.

Table D:

Seating capacity of the conference room	Indicate the quantity of the conference rooms and maximum seating capacity
1-20 people	
21-50 people	
51-100 people	
101-150 people	

+ Indicate additional conference rooms to the required quantity, if any

- conference rooms with wi-fi (**for LOT 2**). Availability of all conference rooms with difference seating capacity, mentioned in the table E, is obligatory.

Таблица E:

Seating capacity of the conference room	Indicate the quantity of the conference rooms and maximum seating capacity
1-40 people	
41-60 people	
61-100 people	
101-200 people	

+ Indicate additional conference rooms to the required quantity, if any

- equipment

Provide description of the equipment specified in Table F for each of the proposed in section 1.4 conference rooms.

Table F:

Equipment	Minimum requirements	Offer of the Bidder
projector	LCD projector c wireless switch presentation slides	
screen	availability	
laptop	availability	
wireless microphone	availability at least 2 pcs. for small and medium-sized conference rooms (50 people) and 4 pcs. for large conference rooms (over 50 people)	
a set of microphones for the round table	15 remotes with a microphone and a set of headphones	
laser Pointer	availability	
sound system	availability	
flipchart	availability with the block of the paper and a set of markers	
extender	10m	
simultaneous translation equipment kit	the set should consist of: - Soundproofed cabin for 2 interpreters; - Subscriber receivers interpretation complete with headphones (up to 100 people / more than 100 people); - Modulator Transmitter; - Remote translators with headsets or headphones and microphones for translators;	

In case of lack of equipment, the Contractor shall invite subcontractor/s in order to meet the conditions of the order. Minimum requirements for the sub-contracted equipment remained as per TOR.

- catering services

Table G:

Catering services	Minimum requirements	Offer of the Bidder (provide 3 options of menu for coffee breaks, lunch, dinner)
Coffee break	a minimum set - coffee (natural), tea, milk, soft drinks at least two species, at least 2 types of dessert or dessert and fruits, sugar;	
Lunch	minimal set - hot first course, hot second course (meat/fish with a side dish), salad, bread, tea or a soft drink	
Dinner	minimal set - a salad/soup, appetizer, main dish, tea, coffee (natural), milk, soft drink, dessert, sugar	
Water for the conference participants	with / without gas 0.5 liters per person; should be placed on the tables in the conference room	



- transportation/transfer to/from airport or to/from train station by own/rented transport

Table H:

Transport	Minimum requirements	Offer of the Bidder
taxi	ability to provide services at any time of the day	
minibus	minimum number of people - 7, with the ability to provide services at any time of the day	

1.5 Subcontracting: Specify whether the execution of any part of the work subcontracted, who will be the subcontractor, what percentage of subcontracted work provided, justify such a transfer and what are the responsibilities of the proposed subcontractors.

## **SECTION 2: APPROACH AND IMPLEMENTATION PLAN**

2.1. Approach to the Service/Work Required: Please provide a detailed description of the methodology for how the organization/firm will achieve the Terms of Reference of the project, keeping in mind the appropriateness to local conditions and project environment (not more than 1 page).

2.2. Provide documents, confirming security mechanisms for safety of the rooms, the venue, equipment, transportation, food, if any.

2.3. Provide documents, confirming presence of a corporate policy on the environment aimed at maintaining environmental sustainability and reduce negative environmental impacts on the environment (with specific examples of the preparation of events), if any.

2.4. Provide documents, describing quality of the services, including an internal control system, covering the entire range of services under the contract, as well as methods of monitoring, identification and correction of deficiencies of service quality, provided to the Customer, if any. Measures of risk reduction - the potential risks related to the implementation of the contract that may affect the timely achievement of expected results, as well as their quality.

2.5. Confirmation of the willingness to accept changes in placed orders within event preparation period without penalty to the Customer.

## **SECTION 3: Personnel**

3.1 Qualification of the personal manager. Provide CVs for personal manager and back-up manager, responsible for the implementation of the required services.

CVs should include qualification of the specialists applicable for the required scope of services (secondary/high education, at least 2 years of management experience in the organization of events (2 years - the minimum requirement), experience of working with international organizations/large international companies or their representative offices is an advantage, knowledge of languages (English, Russian); certificates of specialized trainings are the advantage, skills to work with computer programs).

Competences of personal manager: performs the functions at the highest level of efficiency and professionalism; tactful, polite; self-organized for fulfillment of the tasks in the shortest possible time.

Authorized Signature [*In full and initials*]:

Name and Title of Signatory:

Name of Firm:

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

## **Section 7: Financial Proposal Form**

Price proposal should be submitted **separately** from the Technical Proposal (**in a sealed separate envelope**).

A Bidder should fill in the forms of the finance proposal specified in the Excel file to this RFP; finance proposals (price list and calculations/sample orders) for hotels 4 and 5 stars (lot 1) and for 3 star hotel (lot 2) are different. The total amount of the finance proposal of the Bidder will be based on the sum of the totals for each of the sample orders (prices should be calculated in accordance with the tariffs specified in the price list).

Quotation of companies, which are non-residents of the Republic of Belarus, should not contain VAT. If the company-resident of the Republic of Belarus includes VAT into the price of the offered goods, then VAT amount should be clearly indicated in the quotation. In that case VAT, if paid to vendor, will be reimbursed to UNDP by the Ministry of Finance of the Republic of Belarus. Quoted prices will be compared excluding VAT.

**Please refer to the Excel file (Annexes 1 and 2 to this RFP).**

Please note, that no deletion or modification may be made in the pricelist and financial proposal forms. Any such deletion or modification may lead to the rejection of the Proposal.

## **Section 8: LONG TERM AGREEMENT FOR THE PROVISION OF SERVICES**

---

**THIS IS UNDP'S TEMPLATE FOR CONTRACT FOR THE PROPOSER'S REFERENCE. ADHERENCE TO ALL TERMS AND CONDITIONS IS MANDATORY.**

### **LONG TERM AGREEMENT FOR THE PROVISION OF SERVICES TO THE UNITED NATIONS DEVELOPMENT PROGRAMME**

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

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

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

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

#### **Article 1: SCOPE OF WORK**

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

#### **Article 2: CHANGES IN CONDITION**

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

#### **Article 3: CONTRACTOR'S REPORTING**

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

#### **Article 4: GENERAL AND SPECIAL TERMS AND CONDITIONS**

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

#### **Article 5: ACCEPTANCE**

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

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

For and on behalf of:

UNITED NATIONS  
DEVELOPMENT PROGRAMME

\_\_\_\_\_

\_\_\_\_\_

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

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



## **UNDP GENERAL CONDITIONS OF CONTRACT FOR SERVICES**

### **1.0      LEGAL STATUS:**

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

### **2.0      SOURCE OF INSTRUCTIONS:**

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

### **3.0      CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES:**

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

### **4.0      ASSIGNMENT:**

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

### **5.0      SUB-CONTRACTING:**

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

### **6.0      OFFICIALS NOT TO BENEFIT:**

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

### **7.0      INDEMNIFICATION:**

The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, UNDP, its officials, agents,

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

#### **8.1 INSURANCE AND LIABILITIES TO THIRD PARTIES:**

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

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

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

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

**8.5.1** Name UNDP as additional insured;

**8.5.2** Include a waiver of subrogation of the Contractor's rights to the insurance carrier against the UNDP;

**8.5.3** Provide that the UNDP shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.

**8.6** The Contractor shall, upon request, provide the UNDP with satisfactory evidence of the insurance required under this Article.

#### **9.0 ENCUMBRANCES/LIENS:**

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

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

#### **11.1 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:**

**11.2** Except as is otherwise expressly provided in writing in the Contract, the UNDP shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials

which the Contractor has developed for the UNDP under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract, and the Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for the UNDP.

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

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

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

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

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

## **13.1 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:**

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

**13.2** The recipient ("Recipient") of such information shall:

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

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

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

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

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

need to know such Information for purposes of performing obligations under the Contract, provided that, for these purposes a controlled legal entity means:

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

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

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

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

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

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

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

#### **14.1 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS**

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

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

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

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



## **15.1 TERMINATION**

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

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

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

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

## **16.1 SETTLEMENT OF DISPUTES**

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

**16.3 Arbitration:** Any dispute, controversy, or claim between the Parties arising out of the Contract or the breach, termination, or invalidity thereof, unless settled amicably under Article 16.1, above, within sixty (60) days after receipt by one Party of the other Party's written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. For all evidentiary questions, the arbitral tribunal shall be guided by the Supplementary Rules Governing the Presentation and Reception of Evidence in International Commercial Arbitration of the International Bar Association, 28 May 1983 edition. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Contract, order the termination of the Contract, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Contract, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 ("Interim Measures of Protection") and Article 32 ("Form and Effect of the Award") of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Contract, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate ("LIBOR") then prevailing, and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.

## **17.0 PRIVILEGES AND IMMUNITIES:**

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

## **18.1 TAX EXEMPTION**

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

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

## **19.1 CHILD LABOUR**

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

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

## **20.1 MINES:**

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

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

## **21.0 OBSERVANCE OF THE LAW:**

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

## **22.1 SEXUAL EXPLOITATION:**

**22.2** The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all appropriate measures to prohibit its employees or other persons engaged by it from, exchanging any money, goods, services, offers of employment or other things of value, for sexual favors or activities, or from engaging in any sexual activities that are exploitive or degrading to any person.

The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle UNDP to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

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

**23.1 SECURITY:**

**23.2** The Contractor shall:

- (a) Put in place an appropriate security plan and maintain the security plan, taking into account the security situation in the country where the services are being provided;
- (b) Assume all risks and liabilities related to the Contractor's security, and the full implementation of the security plan.

**23.3** UNDP reserves the right to verify whether such a plan is in place, and to suggest modifications to the plan when necessary. Failure to maintain and implement an appropriate security plan as required hereunder shall be deemed a breach of this contract. Notwithstanding the foregoing, the Contractor shall remain solely responsible for the security of its personnel and for UNDP's property in its custody as set forth in paragraph 4.1 above.

**24.1 AUDITS AND INVESTIGATIONS:**

**24.2** Each invoice paid by UNDP shall be subject to a post-payment audit by auditors, whether internal or external, of UNDP or the authorized agents of the UNDP at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract. The UNDP shall be entitled to a refund from the Contractor for any amounts shown by such audits to have been paid by the UNDP other than in accordance with the terms and conditions of the Contract. Should the audit determine that any funds paid by UNDP have not been used as per contract clauses, the company shall reimburse such funds forthwith. Where the company fails to reimburse such funds, UNDP reserves the right to seek recovery and/or to take any other action as it deems necessary.

**24.3** The Contractor acknowledges and agrees that, at anytime, UNDP may conduct investigations relating to any aspect of the Contract, the obligations performed under the Contract, and the operations of the Contractor generally. The right of UNDP to conduct an investigation and the Contractor's obligation to comply with such an investigation shall not lapse upon expiration or prior termination of the Contract. The Contractor shall provide its full and timely cooperation with any such inspections, post-payment audits or investigations. Such cooperation shall include, but shall not be limited to, the Contractor's obligation to make available its personnel and any documentation for such purposes and to grant to UNDP access to the Contractor's premises. The Contractor shall require its agents, including, but not limited to, the Contractor's attorneys, accountants or other advisers, to reasonably cooperate with any inspections, post-payment audits or investigations carried out by UNDP hereunder.

**25. ANTI-TERRORISM:**

**25.1** The Contractor agrees to undertake all reasonable efforts to ensure that none of the UNDP funds received under this Contract are used to provide support to individuals or entities associated with terrorism and that the recipients of any amounts provided by UNDP hereunder do not appear on the list maintained by the Security Council Committee established pursuant to resolution 1267 (1999). The list can be accessed via <http://www.un.org/Docs/sc/committees/1267/1267ListEng.htm>. This provision must be included in all sub-contracts or sub-agreements entered into under this Contract.

**26.0 AUTHORITY TO MODIFY:**

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

**Section 9: Check List of documents included into the RFP submission documentation RFP  
412/2015**

<b>№</b>	<b>Required document</b>	<b>Yes/No</b>
1	Proposal Submission Form (Section 4);	
2	Documents Establishing the Eligibility and Qualifications of the Proposer (Section 5);	
3	Technical Proposal (see prescribed form in RFP Section 6);	
4	Financial Proposal in separate envelope (see prescribed form in RFP Section 7);	
5	List of the documents included into the set of tender documentation (Section 9 filled in);	
6	Attachments and/or appendices to the Proposal, as follows:	
6.1	Copy of the Bidder's State Certificate of Registration (please provide the copies of all certificates of registration, if the company was re-registered);	
6.2	Tax Registration/Payment Certificate issued by the Internal Revenue Authority evidencing that the Bidder is updated with its tax payment obligations; Bank certificate about the economic/financial viability of the Bidder;	
6.3	Income Statement and Balance Sheet for 2014 and 2013, including Auditor's Reports for 2013-2014, if any;	
6.4	3 references from the major clients for the last year and references from international organizations/large international companies or their representative offices, if any.	
6.5	CVs and copies of documents confirming the qualification of the personal and back-up managers.	
6.6	Brief Description of Proposer as an Entity: Provide a brief description of the organization / firm submitting the proposal (should not exceed three (3) pages), its legal mandates/authorized business activities, the year and country of incorporation, types of activities undertaken, and approximate annual budget, "star" level etc.	
6.7	Approach to the Service/Work Required: Please provide a detailed description of the methodology for how the organization/firm will achieve the Terms of Reference of the project, keeping in mind the appropriateness to local conditions and project environment (not more than 1 page).	
6.8	Documents, confirming security mechanisms for safety in rooms of the rooms, the venue, equipment, transportation, food,	
6.8	Documents, confirming presence of a corporate policy on the environment aimed at maintaining environmental sustainability and reduce negative environmental impacts on the environment (with specific examples of the preparation of events), if available.	
6.9	Documents, describing quality of the services, including an internal control system, covering the entire range of services under the contract, as well as methods of monitoring, identification and correction of deficiencies of service quality, provided to the Customer, if available. Measures of risk reduction - the potential risks related to the implementation of the contract that may affect the timely achievement of expected results, as well as their quality.	

Authorized Signature [*In full and initials*]: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

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