

**INVITATION TO BID**

**Provision of Catering Services, Hall Booking and Administrative Services for UNDP, Afghanistan**

ITB No.: 5839

Project: UNDP Country Office & Projects

Country: Afghanistan

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Contents

[Section 1. Letter of Invitation 4](#_Toc508626247)

[Section 2. Instruction to Bidders 5](#_Toc508626248)

[A. GENERAL PROVISIONS 5](#_Toc508626249)

[1. Introduction 5](#_Toc508626250)

[2. Fraud & Corruption, Gifts and Hospitality 5](#_Toc508626251)

[3. Eligibility 5](#_Toc508626252)

[4. Conflict of Interests 6](#_Toc508626253)

[B. PREPARATION OF BIDS 6](#_Toc508626254)

[5. General Considerations 6](#_Toc508626255)

[6. Cost of Preparation of Bid 7](#_Toc508626256)

[7. Language 7](#_Toc508626257)

[8. Documents Comprising the Bid 7](#_Toc508626258)

[9. Documents Establishing the Eligibility and Qualifications of the Bidder 7](#_Toc508626259)

[10. Technical Bid Format and Content 7](#_Toc508626260)

[11. Price Schedule 7](#_Toc508626261)

[12. Bid Security 7](#_Toc508626262)

[13. Currencies 8](#_Toc508626263)

[14. Joint Venture, Consortium or Association 8](#_Toc508626264)

[15. Only One Bid 9](#_Toc508626265)

[16. Bid Validity Period 9](#_Toc508626266)

[17. Extension of Bid Validity Period 9](#_Toc508626267)

[18. Clarification of Bid (from the Bidders) 10](#_Toc508626268)

[19. Amendment of Bids 10](#_Toc508626269)

[20. Alternative Bids 10](#_Toc508626270)

[21. Pre-Bid Conference 10](#_Toc508626271)

[C. SUBMISSION AND OPENING OF BIDS 11](#_Toc508626272)

[22. Submission 11](#_Toc508626273)

[Hard copy (manual) submission 11](#_Toc508626274)

[Email and eTendering submissions 11](#_Toc508626275)

[23. Deadline for Submission of Bids and Late Bids 11](#_Toc508626276)

[24. Withdrawal, Substitution, and Modification of Bids 12](#_Toc508626277)

[25. Bid Opening 12](#_Toc508626278)

[D. EVALUATION OF BIDS 12](#_Toc508626279)

[26. Confidentiality 12](#_Toc508626280)

[27. Evaluation of Bids 12](#_Toc508626281)

[28. Preliminary Examination 13](#_Toc508626282)

[29. Evaluation of Eligibility and Qualification 13](#_Toc508626283)

[30. Evaluation of Technical Bid and prices 13](#_Toc508626284)

[31. Due diligence 13](#_Toc508626285)

[32. Clarification of Bids 14](#_Toc508626286)

[33. Responsiveness of Bid 14](#_Toc508626287)

[34. Nonconformities, Reparable Errors and Omissions 14](#_Toc508626288)

[E. AWARD OF CONTRACT 15](#_Toc508626289)

[35. Right to Accept, Reject, Any or All Bids 15](#_Toc508626290)

[36. Award Criteria 15](#_Toc508626291)

[37. Debriefing 15](#_Toc508626292)

[38. Right to Vary Requirements at the Time of Award 15](#_Toc508626293)

[39. Contract Signature 15](#_Toc508626294)

[40. Contract Type and General Terms and Conditions 15](#_Toc508626295)

[41. Performance Security 15](#_Toc508626296)

[42. Bank Guarantee for Advanced Payment 15](#_Toc508626297)

[43. Liquidated Damages 16](#_Toc508626298)

[44. Payment Provisions 16](#_Toc508626299)

[45. Vendor Protest 16](#_Toc508626300)

[46. Other Provisions 16](#_Toc508626301)

[Section 3. Bid Data Sheet 17](#_Toc508626302)

[Section 4. Evaluation Criteria 21](#_Toc508626303)

[Section 5a: Schedule of Requirements and Technical Specifications/Bill of Quantities 23](#_Toc508626304)

[Section 5b: Other Related Requirements 28](#_Toc508626305)

[Section 6: Returnable Bidding Forms / Checklist 29](#_Toc508626306)

[Form A: Bid Submission Form 30](#_Toc508626307)

[Form B: Bidder Information Form 31](#_Toc508626308)

[Form C: Joint Venture/Consortium/Association Information Form 33](#_Toc508626309)

[Form D: Eligibility and Qualification Form 34](#_Toc508626310)

[Form E: Technical Bid FORMAT 36](#_Toc508626311)

# Section 1. Letter of Invitation

The United Nations Development Programme (UNDP) hereby invites you to submit a Bid to this Invitation to Bid (ITB) for the above-referenced services split into the following Lots:

1. LOT-1 Hall Booking
2. LOT-2 Catering Services
3. LOT-3 Administrative Services (Cash Disbursement on behalf of UNDP)

Bidders may submit bids for one or more Lots.

This ITB includes the following documents and the General Terms and Conditions of Contract which is inserted in the Bid Data Sheet:

Section 1: This Letter of Invitation

Section 2: Instruction to Bidders

Section 3: Bid Data Sheet (BDS)

Section 4: Evaluation Criteria

Section 5: Schedule of Requirements and Technical Specifications

Section 6: Returnable Bidding Forms

* Form A: Bid Submission Form
* Form B: Bidder Information Form
* Form C: Joint Venture/Consortium/Association Information Form
* Form D: Qualification Form
* Form E: Format of Technical Bid
* Form F: Price Schedule
* Form G: Form of Bid Security [Not applicable]

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

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

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

Approved by:

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

Head of SCMO

Date: 2 July 2020

# Section 2. Instruction to Bidders

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| --- | --- |
| GENERAL PROVISIONS | |
| Introduction | * 1. Bidders shall adhere to all the requirements of this ITB, including any amendments made in writing by UNDP. This ITB is conducted in accordance with the UNDP Programme and Operations Policies and Procedures (POPP) on Contracts and Procurement which can be accessed at <https://popp.undp.org/SitePages/POPPBSUnit.aspx?TermID=254a9f96-b883-476a-8ef8-e81f93a2b38d>   2. Any Bid submitted will be regarded as an offer by the Bidder and does not constitute or imply the acceptance of the Bid by UNDP. UNDP is under no obligation to award a contract to any Bidder as a result of this ITB.   3. UNDP reserves the right to cancel the procurement process at any stage without any liability of any kind for UNDP, upon notice to the bidders or publication of cancellation notice on UNDP website.   4. As part of the bid, it is desired that the Bidder registers at the United Nations Global Marketplace (UNGM) website ([www.ungm.org](http://www.ungm.org)). The Bidder may still submit a bid even if not registered with the UNGM. However, if the Bidder is selected for contract award, the Bidder must register on the UNGM prior to contract signature. |
| Fraud & Corruption,  Gifts and Hospitality | * 1. UNDP strictly enforces a policy of zero tolerance on proscribed practices, including fraud, corruption, collusion, unethical or unprofessional practices, and obstruction of UNDP vendors and requires all bidders/vendors observe the highest standard of ethics during the procurement process and contract implementation. UNDP’s Anti-Fraud Policy can be found at <http://www.undp.org/content/undp/en/home/operations/accountability/audit/office_of_audit_andinvestigation.html#anti>   2. Bidders/vendors shall not offer gifts or hospitality of any kind to UNDP staff members including recreational trips to sporting or cultural events, theme parks or offers of holidays, transportation, or invitations to extravagant lunches or dinners.   3. In pursuance of this policy, UNDP:   (a) Shall reject a bid if it determines that the selected bidder has engaged in any corrupt or fraudulent practices in competing for the contract in question; (b) Shall declare a vendor ineligible, either indefinitely or for a stated period, to be awarded a contract if at any time it determines that the vendor has engaged in any corrupt or fraudulent practices in competing for, or in executing a UNDP contract.   * 1. All Bidders must adhere to the UN Supplier Code of Conduct, which may be found at <http://www.un.org/depts/ptd/pdf/conduct_english.pdf> |
| Eligibility | * 1. A vendor should not be suspended, debarred, or otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization. Vendors are therefore required to disclose to UNDP whether they are subject to any sanction or temporary suspension imposed by these organizations.   2. It is the Bidder’s responsibility to ensure that its employees, joint venture members, sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as established by UNDP. |
| Conflict of Interests | * 1. Bidders must strictly avoid conflicts with other assignments or their own interests, and act without consideration for future work. Bidders found to have a conflict of interest shall be disqualified. Without limitation on the generality of the above, Bidders, and any of their affiliates, shall be considered to have a conflict of interest with one or more parties in this solicitation process, if they:   2. Are or have been associated in the past, with a firm or any of its affiliates which have been engaged by UNDP to provide services for the preparation of the design, specifications, Terms of Reference, cost analysis/estimation, and other documents to be used for the procurement of the goods and services in this selection process;   3. Were involved in the preparation and/or design of the programme/project related to the goods and/or services requested under this ITB; or   4. Are found to be in conflict for any other reason, as may be established by, or at the discretion of UNDP.   5. In the event of any uncertainty in the interpretation of a potential conflict of interest, Bidders must disclose to UNDP, and seek UNDP’s confirmation on whether or not such conflict exists.   6. Similarly, the Bidders must disclose in their Bid their knowledge of the following:   7. If the owners, part-owners, officers, directors, controlling shareholders, of the bidding entity or key personnel who are family members of UNDP staff involved in the procurement functions and/or the Government of the country or any Implementing Partner receiving goods and/or services under this ITB; and   8. All other circumstances that could potentially lead to actual or perceived conflict of interest, collusion or unfair competition practices.   Failure to disclose such an information may result in the rejection of the Bid or Bids affected by the non-disclosure.   * 1. The eligibility of Bidders that are wholly or partly owned by the Government shall be subject to UNDP’s further evaluation and review of various factors such as being registered, operated and managed as an independent business entity, the extent of Government ownership/share, receipt of subsidies, mandate and access to information in relation to this ITB, among others. Conditions that may lead to undue advantage against other Bidders may result in the eventual rejection of the Bid. |
| PREPARATION OF BIDS | |
| General Considerations | * 1. In preparing the Bid, the Bidder is expected to examine the ITB in detail. Material deficiencies in providing the information requested in the ITB may result in rejection of the Bid.   2. The Bidder will not be permitted to take advantage of any errors or omissions in the ITB. Should such errors or omissions be discovered, the Bidder must notify the UNDP accordingly. |
| Cost of Preparation of Bid | * 1. The Bidder shall bear all costs related to the preparation and/or submission of the Bid, regardless of whether its Bid is selected or not. UNDP shall not be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process. |
| Language | * 1. The Bid, as well as any and all related correspondence exchanged by the Bidder and UNDP, shall be written in the language (s) specified in the BDS. |
| Documents Comprising the Bid | * 1. The Bid shall comprise of the following documents and related forms which details are provided in the BDS:  1. Documents Establishing the Eligibility and Qualifications of the Bidder; 2. Technical Bid; 3. Price Schedule; 4. Bid Security, if required by BDS; 5. Any attachments and/or appendices to the Bid. |
| Documents Establishing the Eligibility and Qualifications of the Bidder | * 1. The Bidder shall furnish documentary evidence of its status as an eligible and qualified vendor, using the Forms provided under Section 6 and providing documents required in those forms. In order to award a contract to a Bidder, its qualifications must be documented to UNDP’s satisfaction. |
| Technical Bid Format and Content | * 1. The Bidder is required to submit a Technical Bid using the Standard Forms and templates provided in Section 6 of the ITB.   2. Samples of items, when required as per Section 5, shall be provided within the time specified and unless otherwise specified by the Purchaser, at no expense to the UNDP. If not destroyed by testing, samples will be returned at Bidder’s request and expense, unless otherwise specified.   3. When applicable and required as per Section 5, the Bidder shall describe the necessary training programme available for the maintenance and operation of the equipment offered as well as the cost to the UNDP. Unless otherwise specified, such training as well as training materials shall be provided in the language of the Bid as specified in the BDS.   4. When applicable and required as per Section 5, the Bidder shall certify the availability of spare parts for a period of at least five (5) years from date of delivery, or as otherwise specified in this ITB. |
| Price Schedule | * 1. The Price Schedule shall be prepared using the Form provided in Section 6 of the ITB and taking into consideration the requirements in the ITB.   2. Any requirement described in the Technical Bid but not priced in the Price Schedule, shall be assumed to be included in the prices of other activities or items, as well as in the final total price. |
| Bid Security | * 1. A Bid Security, if required by BDS, shall be provided in the amount and form indicated in the BDS. The Bid Security shall be valid for a minimum of thirty (30) days after the final date of validity of the Bid.   2. The Bid Security shall be included along with the Bid. If Bid Security is required by the ITB but is not found in the Bid, the offer shall be rejected.   3. If the Bid Security amount or its validity period is found to be less than what is required by UNDP, UNDP shall reject the Bid.   4. In the event an electronic submission is allowed in the BDS, Bidders shall include a copy of the Bid Security in their bid and the original of the Bid Security must be sent via courier or hand delivery as per the instructions in BDS.   5. The Bid Security may be forfeited by UNDP, and the Bid rejected, in the event of any, or combination, of the following conditions:      1. If the Bidder withdraws its offer during the period of the Bid Validity specified in the BDS, or;      2. In the event the successful Bidder fails:      3. to sign the Contract after UNDP has issued an award; or      4. to furnish the Performance Security, insurances, or other documents that UNDP may require as a condition precedent to the effectivity of the contract that may be awarded to the Bidder. |
| Currencies | * 1. All prices shall be quoted in the currency or currencies indicated in the BDS. Where Bids are quoted in different currencies, for the purposes of comparison of all Bids:  1. UNDP will convert the currency quoted in the Bid into the UNDP preferred currency, in accordance with the prevailing UN operational rate of exchange on the last day of submission of Bids; and 2. In the event that UNDP selects a Bid for award that is quoted in a currency different from the preferred currency in the BDS, UNDP shall reserve the right to award the contract in the currency of UNDP’s preference, using the conversion method specified above. |
| Joint Venture, Consortium or Association | * 1. If the Bidder is a group of legal entities that will form or have formed a Joint Venture (JV), Consortium or Association for the Bid, they shall confirm in their Bid that : (i) they have designated one party to act as a lead entity, duly vested with authority to legally bind the members of the JV, Consortium or Association jointly and severally, which shall be evidenced by a duly notarized Agreement among the legal entities, and submitted with the Bid; and (ii) if they are awarded the contract, the contract shall be entered into, by and between UNDP and the designated lead entity, who shall be acting for and on behalf of all the member entities comprising the joint venture.   2. After the Deadline for Submission of Bid, the lead entity identified to represent the JV, Consortium or Association shall not be altered without the prior written consent of UNDP.   3. The lead entity and the member entities of the JV, Consortium or Association shall abide by the provisions of Clause 9 herein in respect of submitting only one Bid.   4. The description of the organization of the JV, Consortium or Association must clearly define the expected role of each of the entities in the joint venture in delivering the requirements of the ITB, both in the Bid and the JV, Consortium or Association Agreement. All entities that comprise the JV, Consortium or Association shall be subject to the eligibility and qualification assessment by UNDP.   5. A JV, Consortium or Association in presenting its track record and experience should clearly differentiate between:  1. Those that were undertaken together by the JV, Consortium or Association; and 2. Those that were undertaken by the individual entities of the JV, Consortium or Association.    1. Previous contracts completed by individual experts working privately but who are permanently or were temporarily associated with any of the member firms cannot be claimed as the experience of the JV, Consortium or Association or those of its members, but should only be claimed by the individual experts themselves in their presentation of their individual credentials    2. JV, Consortium or Associations are encouraged for high value, multi-sectoral requirements when the spectrum of expertise and resources required may not be available within one firm. |
| Only One Bid | * 1. The Bidder (including the individual members of any Joint Venture) shall submit only one Bid, either in its own name or as part of a Joint Venture.   2. Bids submitted by two (2) or more Bidders shall all be rejected if they are found to have any of the following:   3. they have at least one controlling partner, director or shareholder in common; or   4. any one of them receive or have received any direct or indirect subsidy from the other/s; or   5. they have the same legal representative for purposes of this ITB; or   6. they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about, or influence on the Bid of another Bidder regarding this ITB process;   7. they are subcontractors to each other’s Bid, or a subcontractor to one Bid also submits another Bid under its name as lead Bidder; or some key personnel proposed to be in the team of one Bidder participates in more than one Bid received for this ITB process. This condition relating to the personnel, does not apply to subcontractors being included in more than one Bid. |
| Bid Validity Period | * 1. Bids shall remain valid for the period specified in the BDS, commencing on the Deadline for Submission of Bids. A Bid valid for a shorter period may be rejected by UNDP and rendered non-responsive.   2. During the Bid validity period, the Bidder shall maintain its original Bid without any change, including the availability of the Key Personnel, the proposed rates and the total price. |
| Extension of Bid Validity Period | * 1. In exceptional circumstances, prior to the expiration of the Bid validity period, UNDP may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing, and shall be considered integral to the Bid.   2. If the Bidder agrees to extend the validity of its Bid, it shall be done without any change to the original Bid.   3. The Bidder has the right to refuse to extend the validity of its Bid, in which case, the Bid shall not be further evaluated. |
| Clarification of Bid (from the Bidders) | * 1. Bidders may request clarifications on any of the ITB documents no later than the date indicated in the BDS. Any request for clarification must be sent in writing in the manner indicated in the BDS. If inquiries are sent other than specified channel, even if they are sent to a UNDP staff member, UNDP shall have no obligation to respond or confirm that the query was officially received.   2. UNDP will provide the responses to clarifications through the method specified in the BDS.   3. UNDP shall endeavour to provide responses to clarifications in an expeditious manner, but any delay in such response shall not cause an obligation on the part of UNDP to extend the submission date of the Bids, unless UNDP deems that such an extension is justified and necessary. |
| Amendment of Bids | * 1. At any time prior to the deadline of Bid submission, UNDP may for any reason, such as in response to a clarification requested by a Bidder, modify the ITB in the form of an amendment to the ITB. Amendments will be made available to all prospective bidders.   2. If the amendment is substantial, UNDP may extend the Deadline for submission of Bid to give the Bidders reasonable time to incorporate the amendment into their Bids. |
| Alternative Bids | * 1. Unless otherwise specified in the BDS, alternative Bids shall not be considered. If submission of alternative Bid is allowed by BDS, a Bidder may submit an alternative Bid, but only if it also submits a Bid conforming to the ITB requirements. 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 Bid.   2. If multiple/alternative bids are being submitted, they must be clearly marked as “Main Bid” and “Alternative Bid” |
| Pre-Bid Conference | * 1. When appropriate, a pre-bid conference will be conducted at the date, time and location specified in the BDS. All Bidders are encouraged to attend. Non-attendance, however, shall not result in disqualification of an interested Bidder. Minutes of the Bidder’s conference will be disseminated on the procurement website and shared by email or on the e-Tendering platform as specified in the BDS. No verbal statement made during the conference shall modify the terms and conditions of the ITB, unless specifically incorporated in the Minutes of the Bidder’s Conference or issued/posted as an amendment to ITB. |
| SUBMISSION AND OPENING OF BIDS | |
| Submission | * 1. The Bidder shall submit a duly signed and complete Bid comprising the documents and forms in accordance with requirements in the BDS. The Price Schedule shall be submitted together with the Technical Bid. Bid can be delivered either personally, by courier, or by electronic method of transmission as specified in the BDS.   2. The Bid shall be signed by the Bidder or person(s) duly authorized to commit the Bidder. The authorization shall be communicated through a document evidencing such authorization issued by the legal representative of the bidding entity, or a Power of Attorney, accompanying the Bid.   3. Bidders must be aware that the mere act of submission of a Bid, in and of itself, implies that the Bidder fully accepts the UNDP General Contract Terms and Conditions. |
| Hard copy (manual) submission | * 1. Hard copy (manual) submission by courier or hand delivery allowed or specified in the BDS shall be governed as follows:   a) The signed Bid shall be marked “Original”, and its copies marked “Copy” as appropriate. The number of copies is indicated in the BDS. All copies shall be made from the signed original only. If there are discrepancies between the original and the copies, the original shall prevail.  (b) The Technical Bid and Price Schedule must be sealed and submitted together in an envelope, which shall:   1. Bear the name of the Bidder; 2. Be addressed to UNDP as specified in the BDS; and 3. Bear a warning not to open before the time and date for Bid opening as specified in the BDS.   If the envelope with the Bid is not sealed and marked as required, UNDP shall assume no responsibility for the misplacement, loss, or premature opening of the Bid. |
| Email and eTendering submissions | * 1. Electronic submission through email or eTendering, if allowed as specified in the BDS, shall be governed as follows:  1. Electronic files that form part of the Bid must be in accordance with the format and requirements indicated in BDS; 2. Documents which are required to be in original form (e.g. Bid Security, etc.) must be sent via courier or hand delivered as per the instructions in BDS.    1. Detailed instructions on how to submit, modify or cancel a bid in the eTendering system are provided in the eTendering system Bidder User Guide and Instructional videos available on this link: <http://www.undp.org/content/undp/en/home/operations/procurement/business/procurement-notices/resources/> |
| Deadline for Submission of Bids and Late Bids | * 1. Complete Bids must be received by UNDP in the manner, and no later than the date and time, specified in the BDS. UNDP shall only recognise the actual date and time that the bid was received by UNDP   2. UNDP shall not consider any Bid that is received after the deadline for the submission of Bids. |
| Withdrawal, Substitution, and Modification of Bids | * 1. A Bidder may withdraw, substitute or modify its Bid after it has been submitted at any time prior to the deadline for submission.   2. Manual and Email submissions: A bidder may withdraw, substitute or modify its Bid by sending a written notice to UNDP, duly signed by an authorized representative, and shall include a copy of the authorization (or a Power of Attorney). The corresponding substitution or modification of the Bid, if any, must accompany the respective written notice. All notices must be submitted in the same manner as specified for submission of Bids, by clearly marking them as “WITHDRAWAL” “SUBSTITUTION,” or “MODIFICATION”   3. eTendering: A Bidder may withdraw, substitute or modify its Bid by Cancelling, Editing, and re-submitting the Bid directly in the system. It is the responsibility of the Bidder to properly follow the system instructions, duly edit and submit a substitution or modification of the Bid as needed. Detailed instructions on how to cancel or modify a Bid directly in the system are provided in the Bidder User Guide and Instructional videos.   4. Bids requested to be withdrawn shall be returned unopened to the Bidders (only for manual submissions), except if the bid is withdrawn after the bid has been opened. |
| Bid Opening | * 1. UNDP will open the Bid in the presence of an ad-hoc committee formed by UNDP of at least two (2) members.   2. The Bidders’ 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 Bid shall be rejected at the opening stage, except for late submissions, in which case, the Bid shall be returned unopened to the Bidders.   3. In the case of e-Tendering submission, bidders will receive an automatic notification once the Bid is opened. |
| EVALUATION OF BIDS | |
| Confidentiality | * 1. Information relating to the examination, evaluation, and comparison of Bids, and the recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process, even after publication of the contract award.   2. Any effort by a Bidder or anyone on behalf of the Bidder to influence UNDP in the examination, evaluation and comparison of the Bids or contract award decisions may, at UNDP’s decision, result in the rejection of its Bid and may subsequently be subject to the application of prevailing UNDP’s vendor sanctions procedures. |
| Evaluation of Bids | * 1. UNDP will conduct the evaluation solely on the basis of the Bids received.   2. Evaluation of Bids shall be undertaken in the following steps:   3. Preliminary Examination including Eligibility   4. Arithmetical check and ranking of bidders who passed preliminary examination by price.   5. Qualification assessment (if pre-qualification was not done)   6. Evaluation of Technical Bids   7. Evaluation of prices   Detailed evaluation will be focussed on the 3 - 5 lowest priced bids. Further higher priced bids shall be added for evaluation if necessary |
| Preliminary Examination | * 1. UNDP shall examine the Bids to determine whether they are complete with respect to minimum documentary requirements, whether the documents have been properly signed, and whether the Bids are generally in order, among other indicators that may be used at this stage. UNDP reserves the right to reject any Bid at this stage. |
| Evaluation of Eligibility and Qualification | * 1. Eligibility and Qualification of the Bidder will be evaluated against the Minimum Eligibility/Qualification requirements specified in the Section 4 (Evaluation Criteria).   2. In general terms, vendors that meet the following criteria may be considered qualified:   3. They are not included in the UN Security Council 1267/1989 Committee's list of terrorists and terrorist financiers, and in UNDP’s ineligible vendors’ list;   4. They have a good financial standing and have access to adequate financial resources to perform the contract and all existing commercial commitments,   5. They have the necessary similar experience, technical expertise, production capacity, quality certifications, quality assurance procedures and other resources applicable to the supply of goods and/or services required;   6. They are able to comply fully with the UNDP General Terms and Conditions of Contract;   7. They do not have a consistent history of court/arbitral award decisions against the Bidder; and   8. They have a record of timely and satisfactory performance with their clients. |
| Evaluation of Technical Bid and prices | * 1. The evaluation team shall review and evaluate the Technical Bids on the basis of their responsiveness to the Schedule of Requirements and Technical Specifications and other documentation provided, applying the procedure indicated in the BDS and other ITB documents. When necessary, and if stated in the BDS, UNDP may invite technically responsive bidders for a presentation related to their technical Bids. The conditions for the presentation shall be provided in the bid document where required. |
| Due diligence | * 1. UNDP reserves the right to undertake a due diligence exercise, aimed at determining to its satisfaction, the validity of the information provided by the Bidder. Such exercise shall be fully documented and may include, but need not be limited to, all or any combination of the following:   2. Verification of accuracy, correctness and authenticity of information provided by the Bidder;   3. Validation of extent of compliance to the ITB requirements and evaluation criteria based on what has so far been found by the evaluation team;   4. Inquiry and reference checking with Government entities with jurisdiction on the Bidder, or with previous clients, or any other entity that may have done business with the Bidder;   5. Inquiry and reference checking with previous clients on the performance on on-going or completed contracts, including physical inspections of previous works, as deemed necessary;   6. Physical inspection of the Bidder’s offices, branches or other places where business transpires, with or without notice to the Bidder;   7. Other means that UNDP may deem appropriate, at any stage within the selection process, prior to awarding the contract. |
| Clarification of Bids | * 1. To assist in the examination, evaluation and comparison of Bids, UNDP may, at its discretion, request any Bidder for a clarification of its Bid.   2. UNDP’s request for clarification and the response shall be in writing and no change in the prices or substance of the Bid 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 Bids, in accordance with the ITB.   3. Any unsolicited clarification submitted by a Bidder in respect to its Bid, which is not a response to a request by UNDP, shall not be considered during the review and evaluation of the Bids. |
| Responsiveness of Bid | * 1. UNDP’s determination of a Bid’s responsiveness will be based on the contents of the bid itself. A substantially responsive Bid is one that conforms to all the terms, conditions, specifications and other requirements of the ITB without material deviation, reservation, or omission.   2. If a bid is not substantially responsive, it shall be rejected by UNDP and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission. |
| Nonconformities, Reparable Errors and Omissions | * 1. Provided that a Bid is substantially responsive, UNDP may waive any non-conformities or omissions in the Bid that, in the opinion of UNDP, do not constitute a material deviation.   2. UNDP may request the Bidder to submit the necessary information or documentation, within a reasonable period, to rectify nonmaterial nonconformities or omissions in the Bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.   3. For the bids that have passed the preliminary examination, UNDP shall check and correct arithmetical errors as follows:  1. if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of UNDP there is an obvious misplacement of the decimal point in the unit price; in which case, the line item total as quoted shall govern and the unit price shall be corrected; 2. if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and 3. if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail.    1. If the Bidder does not accept the correction of errors made by UNDP, its Bid shall be rejected. |
| AWARD OF CONTRACT | |
| Right to Accept, Reject, Any or All Bids | * 1. UNDP reserves the right to accept or reject any bid, to render any or all of the bids as non-responsive, and to reject all Bids at any time prior to award of contract, without incurring any liability, or obligation to inform the affected Bidder(s) of the grounds for UNDP’s action. UNDP shall not be obliged to award the contract to the lowest priced offer. |
| Award Criteria | * 1. Prior to expiration of the period of Bid validity, UNDP shall award the contract to the qualified and eligible Bidder that is found to be responsive to the requirements of the Schedule of Requirements and Technical Specification, and has offered the lowest price. |
| Debriefing | * 1. In the event that a Bidder is unsuccessful, the Bidder may request for a debriefing from UNDP. The purpose of the debriefing is to discuss the strengths and weaknesses of the Bidder’s submission, in order to assist the Bidder in improving its future Bids for UNDP procurement opportunities. The content of other Bids and how they compare to the Bidder’s submission shall not be discussed. |
| Right to Vary Requirements at the Time of Award | * 1. At the time of award of Contract, UNDP reserves the right to vary the quantity of goods and/or services, by up to a maximum twenty-five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions. |
| Contract Signature | * 1. Within fifteen (15) days from the date of receipt of the Contract, the successful Bidder shall sign and date the Contract and return it to UNDP. Failure to do so may constitute sufficient grounds for the annulment of the award, and forfeiture of the Bid Security, if any, and on which event, UNDP may award the Contract to the Second highest rated or call for new Bids. |
| Contract Type and General Terms and Conditions | * 1. The types of Contract to be signed and the applicable UNDP Contract General Terms and Conditions, as specified in BDS, can be accessed at <http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html> |
| Performance Security | * 1. A performance security, if required in the BDS, shall be provided in the amount specified in BDS and form available at   <https://popp.undp.org/_layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_POPP_DOCUMENT_LIBRARY/Public/PSU_Solicitation_Performance%20Guarantee%20Form.docx&action=default> within a maximum of fifteen (15) days of the contract signature by both parties. Where a performance security is required, the receipt of the performance security by UNDP shall be a condition for rendering the contract effective. |
| Bank Guarantee for Advanced Payment | * 1. Except when the interests of UNDP so require, it is UNDP’s standard practice to not make advance payment(s) (i.e., payments without having received any outputs). If an advance payment is allowed as per the BDS, and exceeds 20% of the total contract price, or USD 30,000, whichever is less, the Bidder shall submit a Bank Guarantee in the full amount of the advance payment in the form available at   <https://popp.undp.org/_layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_POPP_DOCUMENT_LIBRARY/Public/PSU_Contract%20Management%20Payment%20and%20Taxes_Advanced%20Payment%20Guarantee%20Form.docx&action=default> |
| Liquidated Damages | * 1. If specified in the BDS, UNDP shall apply Liquidated Damages for the damages and/or risks caused to UNDP resulting from the Contractor’s delays or breach of its obligations as per Contract. |
| Payment Provisions | * 1. Payment will be made only upon UNDP's acceptance of the goods and/or services performed. The terms of payment shall be within thirty (30) days, after receipt of invoice and certification of acceptance of goods and/or services issued by the proper authority in UNDP with direct supervision of the Contractor. Payment will be effected by bank transfer in the currency of the contract. |
| Vendor Protest | * 1. UNDP’s vendor protest procedure provides an opportunity for appeal to those persons or firms not awarded a contract through a competitive procurement process. In the event that a Bidder believes that it was not treated fairly, the following link provides further details regarding UNDP vendor protest procedures: <http://www.undp.org/content/undp/en/home/procurement/business/protest-and-sanctions.html> |
| Other Provisions | * 1. In the event that the Bidder offers a lower price to the host Government (e.g. General Services Administration (GSA) of the federal government of the United States of America) for similar goods and/or services, UNDP shall be entitled to the same lower price. The UNDP General Terms and Conditions shall have precedence.   2. UNDP is entitled to receive the same pricing offered by the same Contractor in contracts with the United Nations and/or its Agencies. The UNDP General Terms and Conditions shall have precedence.   3. The United Nations has established restrictions on employment of (former) UN staff who have been involved in the procurement process as per bulletin ST/SGB/2006/15 <http://www.un.org/en/ga/search/view_doc.asp?symbol=ST/SGB/2006/15&referer> |

# Section 3. Bid Data Sheet

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

|  |  |  |  |
| --- | --- | --- | --- |
| **BDS No.** | **Ref. to Section.2** | **Data** | **Specific Instructions / Requirements** |
| 1 | 7 | Language of the Bid | English |
| 2 |  | Submitting Bids for Parts or sub-parts of the Schedule of Requirements (partial bids) | Allowed [if yes, describe below how, and ensure that requirements properly define the sub-parts]  The requirement is split into three LOTs.  LOT-1 Hall Booking  LOT-2 Catering Services  LOT-3 Administrative Services  Bidders may bid on one or more Lots. Each LOT will be evaluated separately. Partial bid within LOT shall be rejected. |
| 3 | 20 | Alternative Bids | Shall not be considered |
| 4 | 21 | Pre-Bid conference | Will not be conducted |
| 5 | 16 | Bid Validity Period | 90 days |
| 6 | 13 | Bid Security | Not Required |
| 7 | 41 | Advanced Payment upon signing of contract | Not Allowed |
| 8 | 42 | Liquidated Damages | Will be imposed as follows:  The LTA may be terminated as a part of liquidated damages, under the following circumstances:   1. Unavailability of Venues: Continuous unavailability of venue for more than 3 times despite advance requests; 2. Poor Service Level: Lack of improving service level for the provision of event management and catering services |
| 9 | 40 | Performance Security | Not Required |
| 10 | 12 | Currency of Bid | ☒ United States Dollars (USD)  Method for Currency Conversion: UN Operational Exchange Rate of bidding closing date |
| 11 | 31 | Deadline for submitting requests for clarifications/ questions | 7 days before the submission deadline |
| 12 | 31 | Contact Details for submitting clarifications/questions | Focal Person in UNDP: Supply Chain Management Unit  Address: United Nations Development Programme, UNDP Country Office, UNOCA Complex, Jalalabad Road, Kabul, AF  E-mail address: [procurement.af@undp.org](mailto:procurement.af@undp.org) |
| 13 | 18, 19  and 21 | Manner of Disseminating Supplemental Information to the ITB and responses/clarifications to queries | Posted directly to eTendering  Supplemental Information will be up-loaded in the system (Atlas-E-Tendering System). Once uploaded, bidders who accepted Tender Invitation will be notified automatically by the system that changes have occurred. It is the responsibility of the bidders to view the respective changes and clarifications in the system.  **Note: The Subject Line Email Should read, UNPD/AFG/2020/ITB/5839** |
| 14 | 23 | Deadline for Submission | Date and Time: As specified in the system (note that the time zone indicated in the system is the New York Time zone).  **PLEASE NOTE: -**   1. Date and time visible on the main screen of the event (on E-Tendering portal) will be final and prevail over any other closing time indicated elsewhere, in case they are different. Please also note that the bid closing time shown in the PDF file generated by the system is not accurate due to a technical glitch that we will resolve soon. The correct bid closing time is as indicated in the E-Tendering portal and system will not accept any bid after that time. It is the responsibility of the bidder to make sure bids are submitted within this deadline. UNDP will not accept any bid that is not submitted directly in the system. |
| 14 | 22 | Allowable Manner of Submitting Bids | e-Tendering  Your bid, comprising of requested documents, should be submitted thorough the UNDP ATLAS E-tendering system.  The step by step to be followed for bid submission thorough the UNDP ATLAS E-tendering system is available in the instruction manual for the bidders, attached with this ITB as Annex-1.  The solicitation documents and the manual is also posted in the following websites:  http://www.af undp.org  http://procurement-notices-undp.org/index.cfm  <https://www.ungm.org/notices/notices.aspx>  Once uploaded, Prospective Proposers (i.e. Proposers that have accepted the bid invitation in the system) will be notified via email that changes have occurred. It is the responsibility of the Proposers to view the respective changes and clarifications in the system. |
| 15 | 22 | Bid Submission Address | Online bidding at <https://etendering.partneragencies.org>  : Uploaded in the system. Once uploaded, Prospective Proposers (i.e. Proposers that have accepted the bid invitation in the system) will be notified via email that changes have occurred. It is the responsibility of the Proposers to view the respective changes and clarifications in the system.  ITB notification will be uploaded in the relevant websites |
| 16 | 22 | Electronic submission (email or E-Tendering) requirements | * Format: PDF files only * File names must be a maximum of 60 characters long and must not contain any letter or special character other than from the Latin alphabet/keyboard. * All files must be free of viruses and not corrupted*.* * Max. File Size per transmission: *not limited* * The mandatory subject of email:**UNPD/AFG/2020/ITB/5839** |
| 17 | 25 | Date, time and venue for the opening of bid | Not Applicable: System Generated File “Bid Opening” will be shared automatically with prospective bidders through the e-tendering system. |
| 18 | 27,  36 | Evaluation Method for the Award of Contract | Lowest priced technically responsive, eligible and qualified bid. |
| 19 |  | The expected date for commencement of Contract | *September 2, 2020* |
| 20 |  | Maximum expected duration of the contract | Three years with the possibility of extension  The LTA will be issued up to a period of three years. Usage of LTA by UNDP will depend on the supplier’s satisfactory performance and UNDP’s requirements and budget. |
| 21 | 35 | UNDP will award the contract to: | One or more Bidders, depending on Bidders fulfilment of minimum qualification requirements for each LOT. UNDP shall award the contract to the first and second lowest bidders for each LOT as per following arrangements:  The first lowest bidder (per LOT) shall be considered as a primary contractor (LTA holder) and the second lowest bidder as a secondary contractor (LTA holder – back up). Furthermore, UNDP reserves the right to award 60% or more of LTA threshold to the primary contractor and 40% or less to the secondary contractor. The split of requirement shall be determined based on price difference between first and second lowest bidder. If the price difference between the first and second lowest bidders is less than 10%, then the split will be 60% for primary contractor and 40% for secondary contractor. However, if the difference is more than 10%, then UNDP will award 20% of the LTA threshold to the secondary contractor. |
| 22 | 39 | Type of Contract | Contract for Goods and/or Services to UNDP  <http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html> |
| 23 | 39 | UNDP Contract Terms and Conditions that will apply | UNDP General Terms and Conditions for Contracts  <https://www.undp.org/content/dam/undp/library/corporate/Procurement/english/3.%20UNDP%20GTCs%20for%20Contracts%20(Goods%20and-or%20Services)%20-%20Sept%202017.pdf> |
| 25 |  | Other ITB Additional information | Payment Terms: LTA(s) will serve as a legal umbrella for the contractual relationship, but every confirmed order (call-order) for a particular event or service will be placed through a separate Purchase Order. The contractor is required to make the service available to UNDP only upon the confirmed /approved purchase order or Contract.  The performance of the LTA holder will be monitored on each six months basis and ad-hoc meetings will be held to improve the quality of services where necessary. |

# Section 4. Evaluation Criteria

[Adjust the criteria below and the required documents as necessary.]

**Preliminary Examination Criteria**

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

* Business License (Valid)
* Profile of the Company (Form F)
* Technical Bid (Form E)
* Price Schedule
* Confirmation of Validity of Bid

**Minimum Eligibility and Qualification Criteria**

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

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

|  |  |  |
| --- | --- | --- |
| **Subject** | **Criteria** | **Document Submission requirement** |
| **ELIGIBILITY** |  |  |
| **Legal Status** | The vendor is legally registered as a commercial entity by AISA or the Ministry of Commerce. | Form B: Bidder Information Form |
| **Eligibility** | The vendor is not suspended, nor debarred, nor otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization in accordance with ITB clause 3. | Form A: Bid Submission Form |
| **Conflict of Interest** | No conflicts of interest in accordance with ITB clause 4. | Form A: Bid Submission Form |
| **Bankruptcy** | Has not declared bankruptcy, is not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal action against the vendor that could impair its operations in the foreseeable future. | Form A: Bid Submission Form |
| **Certificates and Licenses** | * Official appointment as a local representative, if Bidder is submitting a Bid on behalf of an entity located outside the country * Export/Import Licenses, if applicable | Form B: Bidder Information Form |
| **QUALIFICATION** |  |  |
| **History of Non-Performing Contracts** | Non-performance of a contract did not occur as a result of contractor default for the last 3 years. | Form D: Qualification Form |
| **Litigation History** | No consistent history of court/arbitral award decisions against the Bidder for the last 3 years. | Form D: Qualification Form |
| **Previous Experience** | LOT- 1 Minimum three (3) years of experience for hall booking/event management services with national and international organizations, LOT- 2 Minimum of (3 years) of experience for Catering services with national and international organizations & for LOT (3) a minimum of 3 years for cash disbursement management services with local and national organizations | Form D: Qualification Form |
| *Copies of 3 contracts for LOT-1 & 2 shall be submitted and value of each contract should be USD 100,000.00 (i.e. one contract for hall booking and one contract for catering services for USD 100,000) & for cash disbursement services copy of 2 contract must be submitted (no limit of value of contracts).*  *(For JV/Consortium/Association, all Parties cumulatively should meet the requirement).* | Form D: Qualification Form |
| **Financial Standing** | Minimum average annual turnover of **USD 100,000** in any single year for the last 3 years.  *(For JV/Consortium/Association, all Parties cumulatively should meet the requirement).* | Form D: Qualification Form |
| Bidder must demonstrate the current soundness of its financial standing and indicate its prospective long-term profitability. The bidders having completed a certified financial statement for **2016, 2017 & 2018** can also submit the report which will be considered for evaluation.  **OR**  The bidder shall demonstrate, by a statement from its bank availability or access to liquid assets, or other financial means sufficient to meet the works cash flow for the contract, not less than **US$100,000** or equivalent, for a reasonable timeframe, in addition to the Bidder’s commitments for other contracts.  UNDP shall verify the financial capacity of the bidders and has the authority to seek references from concerned parties & banks on the bidder’s financial standing.  UNDP had the right to reject any bid if submitted by a contractor whose investigation leads to a result that he is not Financially capable and/ or had serious financial problems.  *(For JV/Consortium/Association, all Parties cumulatively should meet the requirement).* | Form D: Qualification Form |
| **Technical Evaluation** | The technical bids shall be evaluated on a pass/fail basis for compliance or non-compliance with the technical specifications identified in the bid document. | Form E: Technical Bid Form |
| **Financial Evaluation** | Detailed analysis of the price schedule based on requirements listed in Section 5 and quoted for by the bidders in Form F.  The first lowest bidder (per LOT) shall be considered as a primary contractor (LTA holder) and the second lowest bidder as a secondary contractor (LTA holder – back up). Furthermore, UNDP reserves the right to award 60% of LTA threshold to the primary contractor and 40% to the secondary contractor. The split of the requirement shall be determined based on price difference between first and second lowest bidder. If the price difference between first and second lowest bidders is less than 10%, the split will be 60% primary contractor and 40% secondary contractor. However, if the difference is more than 10%, then UNDP will award 20% of the LTA threshold to the secondary contractor. | Form F: Price Schedule Form |
| Post qualification Actions: | Verification of accuracy, correctness, and authenticity of the information provided by the bidder on the legal, technical and financial documents submitted;  Inquiry and reference checking with other previous clients on the quality of performance on ongoing or previous contracts completed;  Physical inspection of the bidder’s plant, factory, branches or other places where business transpires, with or without notice to the bidder; |  |

Section 5: **Schedule of Requirements and Technical Specifications/Bill of Quantities**

##### Provision of Catering Services and Food Delivery, Hall Booking, and Administrative Services to UNDP CO and Projects as per the Scope of Work.

##### Project Description

**Background**

The UNDP office in Afghanistan regularly organizes conferences, workshops, seminars, and meetings (“Events”) in respect of its programme implementation in Afghanistan and other locations within Afghanistan. Likewise, event management services (DSA & Transport allowance payments) are necessary to provide implementing partners who are traveling to different parts of Afghanistan from time to time. To achieve cost efficiency from economies of scale while ensuring outstanding quality of services, UNDP Afghanistan is in the process of consolidating all Events Management requirements and seeking to enter into Long Term Agreement with a qualified vendor(s).

UNDP Afghanistan wishes to conclude a Long-Term Agreement(s) (LTA) for a maximum period of three (3) years for Event Management services with a vendor(s) specialized in this area of services. The successful vendor(s) (herein referred to as the "Contractor(s)”) shall be contracted for up to three years, and usage of the LTA will be contingent upon satisfactory evaluation of performance, requirements and budget. UNDP will select up to two qualified Contractors per Lot, based on the results of the competitive process and may issue Purchase Orders with any of these in the framework of the resulting LTA.

**Anticipated Business Volume over the 3 years:**

**UNDP has collectively expended a total amount of USD 5 million in 2017, 2018 & 2019 for Hotel booking, Administrative Services, and Catering Services. The 5 MIL USD is just an expensed amount, which may be the business volume and should not be perceived as an LTA ceiling limit.**

##### Scope of Services, Expected Outputs

The following categories of service are part of UNDP requirements:

1. **LOT 1- Hall Booking:**

The Contractor(s) shall, upon request and receipt of duly authorized instructions from the UNDP, shall facilitate the organization and make all necessary arrangements in organizing events nationwide.

Specifically, the Contractor(s) shall carry out some or all the following activities:

1. The service provider shall book Conference hall and all associated facilities including electricity and audio-visual equipment (Projector, screen and sound system) and proper cooling and heating system;
2. Identify suitable conference meeting halls in a timely manner. The Contractor(s) must ensure that the recommended venues have a good security system.
3. Booking of the suitable hall to accommodate between 50 to 1000 participants at a single event throughout Afghanistan;
4. Workshop consumables prepared (flipchart paper and set of markers, folders for participants, name tag, quality pens, direction signs holders, name tent holders, etc.). Note 3 reusable direction wall signs holders with plastic covers for allocation of A4 paper signs and 5 reusables. The cost of consumables items (stationery for the workshop) shall be paid on a cost-reimbursable basis;
5. If UNDP requires food and refreshment for its events, it will authorize the contractor to source/procure food or refreshments for the participants of the event/workshop. UNDP, however, shall pay the contractor on cost-reimbursable basis. The menu and details of freshmen shall be shared with the contractor at time of call-order issuance.

**Quality Control for the Services for Hall Booking:**

1. The Contractor(s) shall monitor the quality of the services provided to UNDP on a regular and continual basis. These procedures shall include a self-inspection system covering all the services to be performed in the Contract, and shall include a method for monitoring, identifying and correcting deficiencies in the quality of service furnished to UNDP. UNDP shall be notified of any deficiencies found and corrective action taken.
2. UNDP reserve the right to conduct its own quality control surveys to ensure the adequacy of the services and to compare unit rates for services with existing in the market.
3. The Contractor(s) warrants that the personnel assigned to handle UNDP arrangements shall have strong event management and hotel reservation skills and experience and shall constantly be trained to be kept up to date.
4. A periodic meeting will be held between Contractor and UNDP to provide the feedback on the quality of service provided or aesthetics of the accommodation, possibly on a quarterly basis;

**Personnel Required for Hall Booking:**

1. Contract Focal Point: The contractor must provide an overall focal point staff (and 2 alternates in the absence of main focal point) who will be directly responsible for attending the requests made by UNDP for booking of events, and rooms and coordinating all internal processes among the contractor’s personnel while organizing UNDP events; and forwarding invoices and making follow ups on payments;
2. The Contractor(s) shall assign adequate personnel to satisfactorily service the volume of work and to fulfill its obligations under the Contract with UNDP;
3. The Contractor’s employees shall perform their functions in a highly efficient and professional manner;
4. In the event of a cancellation, UNDP CMU has a minimum of 24 hours prior to the event’s scheduled start date to notify the Contractor in writing without cost to UNDP CO and Projects;
5. Late cancellation notification will be subject to payment.
6. **LO T 2 - Catering Services & Cooked Food Delivery Services:**

The Contractor(s) shall, upon request and receipt of duly authorized instructions from the UNDP, provide

general catering services for UNDP’s functions, seminars, workshops, and meetings, etc.; on an as-needed basis. The service provider will be required to provide the services throughout any day of the week, including Fridays/Saturdays. Specifically, the contractor shall contain the following services:

**Buffet Services:**

1. Catering (Buffet)/Food (Parcel/Package- Food delivery) services usually to be requested between 7 AM to 06 PM, Saturday to Friday.
2. The catering services and food delivered may be required in any locations within all 34 Provinces of Afghanistan – this information shall be incorporated in each purchase order upon confirmation of order;
3. The service provider must be able to supply ordered meals as per pre-established menu outlined in the following pages;
4. The service provider is to provide required cutlery equipment with proper set- up of the catering equipment and dismantling at the end of the event;
5. The service provider must have the appropriate equipment to transport and maintain the food in either a hot or cold state as required;

**Food Specifications:**

1. Food must be prepared based on the pre-established menu provided in the following pages, and absolutely no change shall be made in the menus unless authorized by UNDP authorized personnel;

**Food Safety & Hygiene:**

1. The service provider is responsible for adhering to all food safety & hygiene regulation/standards of the country;
2. Cooking shall be done in hygienic conditions for which a trained cook is assigned in the Kitchen. During the post-qualification stage, this requirement shall be checked;

**Catering Staff:**

1. The service provider shall provide sufficient staff to set the tables, clear the tables after the meal for scheduled events and to remove leftover meals;
2. When Buffet Option is ordered, the caterer will designate a catering manager who will be the primary contact on the contract and will have the authority to act on behalf of the catering firm;
3. Catering staff will be identifiable via uniform with the Caterer’s company name displayed on the uniforms along with the employee’s name (preferably with an identification photo);
4. Serving staff must be ready for service one hour before scheduled events;

**Equipment:**

1. The service provider at a minimum must have required kitchen equipment including but not limited to cooking utensils, cutlery, buffet equipment, food packaging and reliable vehicle for delivery of equipment/boxes, glassware, serving equipment and serving refreshments;
2. Equipment required to transport, serve and maintain the food in either a hot or cold state;

**Service Standards:**

1. UNDP shall notify the contractor approximately 03 days in advance along with the details of the requirement for any event planned;
2. The Contractor shall provide responses to queries with accurate information and prices about the services mentioned above back to UNDP Afghanistan within Maximum 24 hours or as specified in each call order.
3. The Contractor shall provide courteous, responsive, and efficient service at all times to fulfill UNDP’s requirements. As a service objective, telephone calls should be answered promptly. When it is necessary to place calls on hold, they should not be kept on hold for more than a few minutes and callback, when appropriate, should be made within one hour.
4. The Contractor shall undertake an immediate remedy against any complaint about the service standard.

**Management Personnel Required:**

1. The Contractor shall assign adequate personnel to service the volume of work satisfactorily and to fulfill its obligations under the Contract with UNDP in Afghanistan. In general, the Contractor shall assign the relevant personnel according to their technical knowledge and reliability.
2. The Service Provider’s employees shall perform their functions in a highly efficient and professional manner.
3. The Contractor must assign a single-point-of-contact for addressing any inquiries from UNDP.
4. The Contractor must have an on-site contact available for the duration of each event when the single-point-of-contact is not available or not on-site.

**Event Notification/Cancellation(s):**

1. The date and time of events will be confirmed by the UNDP Contract Management unit (CMU). The UNDP CMU may reschedule, cancel, and/or add new events depending upon the client's requests;
2. When an order is placed, UNDP CMU will notify the Contractor in writing. The UNDP CMU will provide (2-3) days prior to notification for the arrangement of the event;
3. A final notification will be provided to the contractor 48 hours before the event;
4. In the event of a cancellation, the UNDP CMU has a minimum of 24 hours before the event’s scheduled start date to notify the Contractor in writing without cost to UNDP CO and Projects;
5. Late cancellation notification will be subject to payment.

**Standard Category of Food & Refreshments:**

Menu A:

|  |  |
| --- | --- |
| **Food Menu** | **Refreshment Menu** |
| Chicken Vegetable Soup | Green and black tea |
| Pasta Salad | Cake and Cookies |
| Qabeli Pallaw | Coffee |
| Chicken Baryani | Milk |
| Lamb Qurma | German Roll |
| Mantoo | Biscuits |
| Banjan Borani | Mineral Water (small bottle/ 0.5 Liter) |
| Cream/Apple Pie | Sugar |
| Fruit of season (Two types) | Disposal glass and plates – high Quality |
| Small Cool Drinks | Baghlawa/Sheer Pera |

**Menu B:**

|  |  |
| --- | --- |
| **Food Menu** | **Refreshment Menu** |
| Chicken Soup | Green and black tea |
| Afghani Salad | Cake and Cookies |
| Qabeli Pallaw | Coffee |
| Challaw | Milk |
| Chicken Qurma | Sambosa |
| Mix Vegetables | Biscuits |
| Farni/Kerry | Mineral Water (small bottle/ 0.5 Liter) |
| Fruit of season (Two types) | Sugar |
| Small Cool Drinks | Disposal glass and plates – high Quality |
| Bread | Baghlawa/Sheer Pera |

**Menu C: (Parcel Menu)**

|  |  |
| --- | --- |
| **Food Menu** | **Refreshment Menu** |
| Afghani Salata | Mineral Water (small bottle/ 0.5 Liter) |
| Qabelli Pallaw | Disposal glass and plates – high Quality |
| Beef Qurma |
| Palak |
| Fruit of season (one types) |
| Mineral Water (small) |
| Bread |
|  |
|  |

1. **LOT 3- Cash disbursement Services:**

The Contractor(s) shall, upon request and receipt of duly authorized instructions from UNDP, facilitate the distribution of payments for Daily Subsistence Allowance (DSAs), Transportation Allowance and Travel Cost to UNDP’s beneficiaries nationwide. Specifically, the Contractor(s) shall carry out the following activities:

* 1. The contractor shall make reimbursement of Transportation/Travel Allowance and DSA to participants of the events in accordance with the UNDP/Government rates approved by UNDP;
  2. The Contractor is responsible for the safety of cash including transportation of cash to designated destination;
  3. At least three days before the start of the event; UNDP will submit the list of the participants along with the amount payable to them;
  4. The approved Purchase Order (PO) will also be sent to the contractor by UNDP. UNDP will introduce the focal points from the government counterpart or UNDP staff for coordination purposes;
  5. The contractor is obliged to pay the amount to each individual and get his/her signature along with a copy of their National ID (NID)/Passport Copy;
  6. To claim the reimbursement, the contractor must submit the beneficiary signed list along with any support documentation required by UNDP along with its invoice to be processed by the UNDP;
  7. UNDP will transfer the amount to the contractor’s bank account;

**Quality Control mechanism for cash disbursement:**

1. The Contractor(s) are responsible to allocate enough manpower to efficiently distribute the cash to the recipients;
2. The Contractor(s) shall monitor the quality of the services provided to UNDP on a regular and continual basis. These procedures shall include a self-inspection system covering all the services to be performed in the Contract, and shall include a method for monitoring, identifying and correcting deficiencies in the quality of service furnished to UNDP. UNDP shall be notified of any deficiencies found and corrective action taken;
3. UNDP reserves the right to conduct its own quality control surveys to ensure the adequacy of the services and to compare unit rates for services with existing in the market;
4. A periodic meeting will be held between Contractor and UNDP to provide the feedback on the quality of service provided every 3 months;

**Personnel Required for cash disbursement:**

1. Contract Focal Point: The contractor must provide an overall focal point staff (and 2 alternates in the absence of main focal point) who will be directly responsible for attending the requests made by UNDP
2. The Contractor(s) shall assign adequate personnel to service satisfactorily the volume of work and to fulfill its obligations under the Contract with UNDP;
3. The Contractor’s employees shall perform their functions in a highly efficient and professional manner;

Section 6: **Returnable Bidding Forms / Checklist**

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

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

**Technical Bid:**

|  |  |
| --- | --- |
| **Have you duly completed all the Returnable Bidding Forms?** |  |
| * Form A: Bid Submission Form |  |
| * Form B: Bidder Information Form |  |
| * Form C: Joint Venture/Consortium/ Association Information Form |  |
| * Form D: Qualification Form |  |
| * Form E: Format of Technical Bid/Bill of Quantities |  |
| * From G: Form of Bid Security |  |
| * [Add other forms as necessary] |  |
| **Have you provided the required documents to establish compliance with the evaluation criteria in Section 4?** |  |

**Price Schedule:**

|  |  |
| --- | --- |
| * Form F: Price Schedule Form |  |

## Form A: Bid Submission Form

|  |  |  |  |
| --- | --- | --- | --- |
| Name of Bidder: | [Insert Name of Bidder] | Date: | Select date |
| ITB reference: | UNDP/AFG/2020/ITB/XXXXXX | | |

We, the undersigned, offer to supply the goods and related services required for [Insert Title of goods and services] in accordance with your Invitation to Bid No. [Insert ITB Reference Number] and our Bid. We hereby submit our Bid, which includes this Technical Bid and Price Schedule.

Our attached Price Schedule is for the sum of [Insert amount in words and figures and indicate currency].

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

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

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

We offer to supply the goods and related services in conformity with the Bidding documents, including the UNDP General Conditions of Contract and in accordance with the Schedule of Requirements and Technical Specifications.

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

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

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

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

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

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

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

[*Stamp with official stamp of the Bidder*]

## Form B: Bidder Information Form

|  |  |
| --- | --- |
| **Legal name of Bidder** | [Complete] |
| **Legal address** | [Complete] |
| **Year of registration** | [Complete] |
| **Bidder’s Authorized Representative Information** | Name and Title: [Complete]  Telephone numbers: [Complete]  Email: [Complete] |
| **Are you a UNGM registered vendor?** | Yes  No If yes, [insert UGNM vendor number] |
| **Are you a UNDP vendor?** | Yes  No If yes, [insert UNDP vendor number] |
| **Countries of operation** | [Complete] |
| **No. of full-time employees** | [Complete] |
| **Quality Assurance Certification (e.g. ISO 9000 or Equivalent)** *(If yes, provide a Copy of the valid Certificate):* | [Complete] |
| **Does your Company hold any accreditation such as ISO 14001 or ISO 14064 or equivalent related to the environment?** *(If yes, provide a Copy of the valid Certificate):* | [Complete] |
| **Does your Company have a written Statement of its Environmental Policy?** *(If yes, provide a Copy)* | [Complete] |
| **Does your organization demonstrates a significant commitment to sustainability through some other means, for example internal company policy documents on women empowerment, renewable energies or membership of trade institutions promoting such issues** | [Complete] |
| **Is your company a member of the UN Global Compact** | [Complete] |
| **Contact person that UNDP may contact for requests for clarifications during Bid evaluation** | Name and Title: [Complete]  Telephone numbers: [Complete]  Email: [Complete] |
| **Please attach the following documents:** |  |

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

|  |  |  |  |
| --- | --- | --- | --- |
| Name of Bidder: | [Insert Name of Bidder] | Date: | Select date |
| ITB reference: | UNDP/AFG/2018/ITB/000002226 | | |

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

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

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

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

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

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

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

## 

## Form D: Eligibility and Qualification Form

|  |  |  |  |
| --- | --- | --- | --- |
| Name of Bidder: | [Insert Name of Bidder] | Date: | Select date |
| ITB reference: | UNDP/AFG/2018/ITB/000002226 | | |

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

**History of Non- Performing Contracts**

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

**Litigation History** (including pending litigation)

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

**Previous Relevant Experience**

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

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

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

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

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

**Financial Standing**

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

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

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

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

## Form E: Format of Technical Bid

|  |  |  |  |
| --- | --- | --- | --- |
| Name of Bidder: | [Insert Name of Bidder] | Date: | Select date |
| ITB reference: |  | | |

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

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

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

**SECTION 2: Scope of Supply, Technical Specifications, and Related Services**

This section should demonstrate the Bidder’s responsiveness to the specification by identifying the specific components proposed, addressing the requirements, as specified, point by point; providing a detailed description of the essential performance characteristics proposed; and demonstrating how the proposed bid meets or exceeds the requirements/specifications. All important aspects should be addressed in sufficient detail.

* 1. A detailed description of how the Bidder will deliver the required goods and services, keeping in mind the appropriateness to local conditions and project environment. Details how the different service elements shall be organized, controlled and delivered.
  2. Explain whether any work would be subcontracted, to whom, how much percentage of the requirements, the rationale for such, and the roles of the proposed sub-contractors and how everyone will function as a team.
  3. The bid shall also include details of the Bidder’s internal technical and quality assurance review mechanisms.
  4. Demonstrate how you plan to integrate sustainability measures in the execution of the contract.

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

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

**Format for CV of Proposed Key Personnel**

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

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

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

Signature of Personnel Date (Day/Month/Year)

## FORM F: Price Schedule Form

|  |  |  |  |
| --- | --- | --- | --- |
| Name of Bidder: | [Insert Name of Bidder] | Date: | Select date |
| ITB reference: |  | | |

The Bidder is required to prepare the Price Schedule following the below format. The Price Schedule must include a detailed cost breakdown of all goods and related services to be provided. Separate figures must be provided for each functional grouping or category if any.

**The currency of the Bid:** United Sates Dollars

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Item Category** | **S/N** | **Description** | **QTY** | **Unit Price (USD)** | **Total Price (USD)** |
| LOT-1 Hall Booking Services |  | Hall Booking Charges including all associated services as outlined in SECTION 5 (Max Capacity 50 People) | 60 |  |  |
|  | Hall Booking Charges including all associated services as outlined in SECTION 5 (Max Capacity 100 People) | 30 |  |  |
|  | Hall Booking Charges including all associated services as outlined in SECTION 5 (Max Capacity 300 People) | 10 |  |  |
|  | Hall Booking Charges including all associated services as outlined in SECTION 5 (Max Capacity 500 People) | 5 |  |  |
|  | Hall Booking Charges including all associated services as outlined in SECTION 5 (Max Capacity 1000 People) | 5 |  |  |
| **Total cost LOT-2 (All associated cost including applicable Taxes)** | | | | |  |

**Price Schedule**

|  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Item Category** | **S/N** | **Description** | **QTY** | **Option A Unit Price (for 10-35 people) (USD)** | **Total Option A (USD)** | **Option B Unit Price (for 36-70 people) (USD)** | **Total Option B (USD)** | **Option C Unit Price (for 71-100+peopl) (USD)** | **Total Option C (USD)** | **Total Price Option A, B & C (All associated costs)** |
|  |  |  | A | B | C=A\*B | D | E=A\*D | E | F=A\*E | G=C+E+F |
| LOT2 Catering Services |  | Catering Services (Menu A) | 40 |  |  |  |  |  |  |  |
|  | Catering Services (Menu B) | 30 |  |  |  |  |  |  |  |
|  | Catering Services (Menu C) | 40 |  |  |  |  |  |  |  |
| **Grand Total LOT-1** | | | | | | | | | |  |

Note: Partial bid within LOT shall be rejected. Bidders must provide price for LOT-2 all options.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Item Category** | **S/N** | **Description** | **QTY** | **Unit Price USD (Flat Rate)** | **Total Cost (USD)** |
| LOT-3 Administrative Services |  | Administrative Cost for Disbursement of Cash on behalf of UNDP (Flat Rate) | 30 |  |  |
| **Total Price LOT 3 (All associated costs)** | | |  |  |  |

Name of Bidder: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Authorised signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of authorised signatory: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

## FORM G: Form of Bid Security – NOT APPLICABLE

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

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

To: UNDP

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

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

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

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

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

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

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

**SIGNATURE AND SEAL OF THE GUARANTOR BANK**

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

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

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

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

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

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

*[Stamp with official stamp of the Bank]*