

# **INVITATION TO BID**

# Provision of Translation and Interpretation Services on Long Term Agreement (LTA) Basis

ITB No.: ITB/21/011

Project: UNDP Projects and Other UN Agencies

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Country: Sudan

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#### **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 subject.

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

- o Form A: Bid Submission Form
- o Form B: Bidder Information Form
- o Form C: Joint Venture/Consortium/Association Information Form
- o Form D: Qualification Form
- o Form E: Format of Technical Bid
- Form F: Price Schedule

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.

Documents may be submitted on or before the deadline indicated by UNDP in the e-tendering system. Documents must be submitted in the online e-tendering system logging into the following link:

https://etendering.partneragencies.org **Event ID**: SDN10-000008873 using your username and password. If you have not registered in the system before, you can register now by logging in using:

Username: <u>event.guest</u>
Password: <u>why2change</u>

and follow the registration steps as specified in the system user guide, provided with the tender document. You are kindly requested to indicate whether your company intends to submit a Proposal by clicking on "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.

Issued by

Approved by:

Name: Sidahmed A. Sidahmed

Sidahmed Sidahmed

Title: Procurement Officer

Date: **May 31, 2021** 

Name: Ei Cho Nyunt

Title: Head of Procurement

Ei Cho Nyunt

Date: May 31, 2021

# **Section 2. Instruction to Bidders**

GENERAL PROVISIONS		
1. Introduction	1.1	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 <a href="https://popp.undp.org/SitePages/POPPBSUnit.aspx?TermID=254a9f96-b883-476a-8ef8-e81f93a2b38d">https://popp.undp.org/SitePages/POPPBSUnit.aspx?TermID=254a9f96-b883-476a-8ef8-e81f93a2b38d</a>
constitute or imply the acceptance of t		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.
	1.3	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.
	1.4	As part of the bid, it is desired that the Bidder registers at the United Nations Global Marketplace (UNGM) website ( <a href="www.ungm.org">www.ungm.org</a> ). The Bidder may still submit a bid even if not registered with the UNGM. However, if the Bidder is selected for contract award, the Bidder must register on the UNGM prior to contract signature.
2. Fraud & Corruption, Gifts and Hospitality	2.1	UNDP strictly enforces a policy of zero tolerance on proscribed practices, including fraud, corruption, collusion, unethical or unprofessional practices, and obstruction of UNDP vendors and requires all bidders/vendors observe the highest standard of ethics during the procurement process and contract implementation. UNDP's Anti-Fraud Policy can be found at <a href="http://www.undp.org/content/undp/en/home/operations/accountability/audit/office of audit andinvestigation.html#anti">http://www.undp.org/content/undp/en/home/operations/accountability/audit/office of audit andinvestigation.html#anti</a>
	2.2	Bidders/vendors shall not offer gifts or hospitality of any kind to UNDP staff members including recreational trips to sporting or cultural events, theme parks or offers of holidays, transportation, or invitations to extravagant lunches or dinners.
	2.3	In pursuance of this policy, UNDP:
		(a) Shall reject a 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.
	2.4	All Bidders must adhere to the UN Supplier Code of Conduct, which may be found at <a href="http://www.un.org/depts/ptd/pdf/conduct-english.pdf">http://www.un.org/depts/ptd/pdf/conduct-english.pdf</a>
3. Eligibility	3.1	A vendor should not be suspended, debarred, or otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization. Vendors are therefore required to disclose to UNDP whether they are subject to any sanction or temporary suspension imposed by these organizations.
	3.2	It is the Bidder's responsibility to ensure that its employees, joint venture members, sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as established by UNDP.

# 4. Conflict of Interests

- 4.1 Bidders must strictly avoid conflicts with other assignments or their own interests, and act without consideration for future work. Bidders found to have a conflict of interest shall be disqualified. Without limitation on the generality of the above, Bidders, and any of their affiliates, shall be considered to have a conflict of interest with one or more parties in this solicitation process, if they:
  - a) Are or have been associated in the past, with a firm or any of its affiliates which have been engaged by UNDP to provide services for the preparation of the design, specifications, Terms of Reference, cost analysis/estimation, and other documents to be used for the procurement of the goods and services in this selection process;
  - b) Were involved in the preparation and/or design of the programme/project related to the goods and/or services requested under this ITB; or
  - c) Are found to be in conflict for any other reason, as may be established by, or at the discretion of UNDP.
- 4.2 In the event of any uncertainty in the interpretation of a potential conflict of interest, Bidders must disclose to UNDP, and seek UNDP's confirmation on whether or not such conflict exists.
- 4.3 Similarly, the Bidders must disclose in their Bid their knowledge of the following:
  - a) 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
  - b) 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.

4.4 The eligibility of Bidders that are wholly or partly owned by the Government shall be subject to UNDP's further evaluation and review of various factors such as being registered, operated and managed as an independent business entity, the extent of Government ownership/share, receipt of subsidies, mandate and access to information in relation to this ITB, among others. Conditions that may lead to undue advantage against other Bidders may result in the eventual rejection of the Bid.

#### **B. PREPARATION OF BIDS**

# 5. General Considerations

- 5.1 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.
- 5.2 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.

# 6. Cost of Preparation of Bid

- 6.1 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.
- 7. Language

7.1 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.	
8. Documents Comprising the Bid	8.1 The Bid shall comprise of the following documents and related forms which details are provided in the BDS:	
	<ul> <li>a) Documents Establishing the Eligibility and Qualifications of the Bidder;</li> <li>b) Technical Bid;</li> <li>c) Price Schedule;</li> <li>d) Bid Security, if required by BDS;</li> <li>e) Any attachments and/or appendices to the Bid.</li> </ul>	
9. Documents Establishing the Eligibility and Qualifications of the Bidder	9.1 The Bidder shall furnish documentary evidence of its status as an eligible and qualified vendor, using the Forms provided under Section 6 and providing documents required in those forms. In order to award a contract to a Bidder, its qualifications must be documented to UNDP's satisfaction.	
10. Technical Bid Format and	10.1 The Bidder is required to submit a Technical Bid using the Standard Forms and templates provided in Section 6 of the ITB.	
Content	10.2 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.	
	10.3 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.	
	10.4 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.	
11. Price Schedule	11.1 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.	
	11.2 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.	
12. Bid Security	12.1 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.	
	12.2 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.	
	12.3 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.	
	12.4 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.	
	12.5 The Bid Security may be forfeited by UNDP, and the Bid rejected, in the event of any, or combination, of the following conditions:	

- a) If the Bidder withdraws its offer during the period of the Bid Validity specified in the BDS, or;
  - b) In the event the successful Bidder fails:
    - i. to sign the Contract after UNDP has issued an award; or
    - ii. 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.

#### 13. Currencies

- 13.1 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:
  - a) 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
  - b) 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.

#### 14. Joint Venture, Consortium or Association

- 14.1 If the Bidder is a group of legal entities that will form or have formed a Joint Venture (JV), Consortium or Association for the 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.
- 14.2 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.
- 14.3 The lead entity and the member entities of the JV, Consortium or Association shall abide by the provisions of Clause 9 herein in respect of submitting only one Bid.
- 14.4 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.
- 14.5 A JV, Consortium or Association in presenting its track record and experience should clearly differentiate between:
  - a) Those that were undertaken together by the JV, Consortium or Association; and
  - b) Those that were undertaken by the individual entities of the JV, Consortium or Association.
- 14.6 Previous contracts completed by individual experts working privately but who are permanently or were temporarily associated with any of the member firms cannot be claimed as the experience of the JV, Consortium or Association or those of its members, but should only be claimed by the individual experts themselves in their presentation of their individual

		credentials
	14.7	JV, Consortium or Associations are encouraged for high value, multi-sectoral requirements when the spectrum of expertise and resources required may not be available within one firm.
15. Only One Bid	15.1	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.
	15.2	<ul> <li>Bids submitted by two (2) or more Bidders shall all be rejected if they are found to have any of the following:</li> <li>a) they have at least one controlling partner, director or shareholder in common; or</li> <li>b) any one of them receive or have received any direct or indirect subsidy from the other/s; or</li> <li>c) they have the same legal representative for purposes of this ITB; or</li> <li>d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about, or influence on the Bid of another Bidder regarding this ITB process;</li> <li>e) 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.</li> </ul>
16. Bid Validity Period	16.1	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.
	16.2	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.
17. Extension of Bid Validity Period	17.1	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.
	17.2	If the Bidder agrees to extend the validity of its Bid, it shall be done without any change to the original Bid.
	17.3	The Bidder has the right to refuse to extend the validity of its Bid, in which case, the Bid shall not be further evaluated.
(from the Bidders) the date indicated in the BDS. Any request for clarification must writing in the manner indicated in the BDS. If inquiries are sense specified channel, even if they are sent to a UNDP staff member,		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.
	18.2	UNDP will provide the responses to clarifications through the method specified in the BDS.
	18.3	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.	
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19. Amendment of Bids	19.1	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.	
	19.2	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.	
20. Alternative Bids	20.1	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.	
	20.2	If multiple/alternative bids are being submitted, they must be clearly marked as "Main Bid" and "Alternative Bid"	
21. Pre-Bid Conference	21.1	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.	
C. SUBMISSION A	ND O	PENING OF BIDS	
22. Submission	22.1	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.	
	22.2	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.	
	22.3	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)	22.4	Hard copy (manual) submission by courier or hand delivery allowed or specified in the BDS shall be governed as follows:	
submission		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.	
		<ul> <li>(b) The Technical Bid and Price Schedule must be sealed and submitted together in an envelope, which_shall: <ol> <li>Bear the name of the Bidder;</li> <li>Be addressed to UNDP as specified in the BDS; and</li> </ol> </li> </ul>	

		iii. 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	22.5	Electronic submission through email or eTendering, if allowed as specified in the BDS, shall be governed as follows:	
submissions		a) Electronic files that form part of the Bid must be in accordance with the format and requirements indicated in BDS;	
		b) 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.	
	22.6	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/	
23. Deadline for Submission of Bids and Late Bids	23.1	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	
23		UNDP shall not consider any Bid that is received after the deadline for the submission of Bids.	
24. Withdrawal, Substitution, and	24.1	A Bidder may withdraw, substitute, or modify its Bid after it has been submitted at any time prior to the deadline for submission.	
Modification of Bids	24.2	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"	
	24.3	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.	
	24.4	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.	
25. Bid Opening	25.1 25.2	UNDP will open the Bid in the presence of an ad-hoc committee formed by UNDP of at least two (2) members.  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.	

	25.3 In the case of e-Tendering submission, bidders will receive an automatic		
D. EVALUATION C	notification once the Bid is opened.		
26. Confidentiality	26.1 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.		
	26.2 Any effort by a Bidder or anyone on behalf of the Bidder to influence UNDP in the examination, evaluation and comparison of the 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.		
27. Evaluation of Bids	27.1 UNDP will conduct the evaluation solely on the basis of the Bids received.		
	<ul> <li>2. Evaluation of Bids shall be undertaken in the following steps:</li> <li>a) Preliminary Examination including Eligibility</li> <li>b) Arithmetical check and ranking of bidders who passed preliminary examination by price.</li> <li>c) Qualification assessment (if pre-qualification was not done)</li> <li>a) Evaluation of Technical Bids</li> <li>b) Evaluation of prices</li> <li>etailed evaluation will be focused on the 3 - 5 lowest priced bids. Further higher</li> </ul>		
	priced bids shall be added for evaluation if necessary		
28. 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.		
29. 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).		
	<ul> <li>(Evaluation Criteria).</li> <li>In general terms, vendors that meet the following criteria may be considered qualified:</li> <li>a) They are not included in the UN Security Council 1267/1989 Committee's list of terrorists and terrorist financiers, and in UNDP's ineligible vendors' list;</li> <li>b) They have a good financial standing and have access to adequate financial resources to perform the contract and all existing commercial commitments,</li> <li>c) 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;</li> <li>d) They are able to comply fully with the UNDP General Terms and Conditions of Contract;</li> <li>e) They do not have a consistent history of court/arbitral award decisions against the Bidder; and</li> <li>f) They have a record of timely and satisfactory performance with their clients.</li> </ul>		

30. Evaluation of Technical Bid and prices	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.	
31. Due diligence	31.1 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:	
	<ul> <li>a) Verification of accuracy, correctness and authenticity of information provided by the Bidder;</li> <li>b) Validation of extent of compliance to the ITB requirements and evaluation criteria based on what has so far been found by the evaluation team;</li> <li>c) Inquiry and reference checking with Government entities with jurisdiction on the Bidder, or with previous clients, or any other entity that may have done business with the Bidder;</li> <li>d) Inquiry and reference checking with previous clients on the performance on on-going or completed contracts, including physical inspections of previous works, as deemed necessary;</li> <li>e) Physical inspection of the Bidder's offices, branches or other places where business transpires, with or without notice to the Bidder;</li> <li>f) Other means that UNDP may deem appropriate, at any stage within the selection process, prior to awarding the contract.</li> </ul>	
32. Clarification of Bids	32.1 To assist in the examination, evaluation and comparison of Bids, UNDP may, at its discretion, request any Bidder for a clarification of its Bid.	
	32.2 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.	
	32.3 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.	
33. Responsiveness of Bid	33.1 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.	
	33.2 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.	
34. Nonconformities, Reparable Errors and Omissions	34.1 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.	
	34.2 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.
- 34.3 For the bids that have passed the preliminary examination, UNDP shall check and 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.
- 34.4 If the Bidder does not accept the correction of errors made by UNDP, its Bid shall be rejected.

#### E. AWARD OF CONTRACT

E. AWARD OF CONTRACT		
35. Right to Accept, Reject, Any or All Bids	35.1 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.	
36. Award Criteria	36.1 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.	
37. Debriefing	37.1 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.	
38. Right to Vary Requirements at the Time of Award	38.1 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.	
39. Contract Signature	39.1 Within fifteen (15) days from the date of receipt of the Contract, the successful Bidder shall sign and date the Contract and return it to UNDP. Failure to do so may constitute sufficient grounds for the annulment of the award, and forfeiture of the Bid Security, if any, and on which event, UNDP may award the Contract to the Second highest rated or call for new Bids.	
40. Contract Type and General Terms and Conditions	40.1 The types of Contract to be signed and the applicable UNDP Contract General Terms and Conditions, as specified in BDS, can be accessed at <a href="http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html">http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html</a>	

41. Performance Security	A performance security, if required in the BDS, shall be provided in the amount specified in BDS and form available at <a 15="" href="https://popp.undp.org/layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_POPP_DOCUMENT_LIBRARY/Public/PSU_Solicitation_Performance%20Guara_ntee%20Form.docx&amp;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.&lt;/th&gt;&lt;/tr&gt;&lt;tr&gt;&lt;th&gt;42. Bank Guarantee for Advanced Payment&lt;/th&gt;&lt;th&gt;42.1 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 &lt;a href=" https:="" layouts="" popp.undp.org="" wopiframe.aspx?sourcedoc="/UNDP_POPP_DOCUMENT_LIBRARY/Public/PSU_Contract%20Management%20Payment%20and%20Taxes_Advanced%20Payment%20Guarantee%20Form.docx&amp;action=default&lt;/a"></a>	
43. Liquidated Damages	43.1 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.	
44. Payment Provisions	44.1 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.	
45. Vendor Protest	45.1 UNDP's vendor protest procedure provides an opportunity for appeal to those persons or firms not awarded a contract through a competitive procurement process. In the event that a Bidder believes that it was not treated fairly, the following link provides further details regarding UNDF vendor protest procedures <a href="http://www.undp.org/content/undp/en/home/procurement/business/protest-and-sanctions.html">http://www.undp.org/content/undp/en/home/procurement/business/protest-and-sanctions.html</a>	
46. Other Provisions	<ul> <li>46.1 In the event that the Bidder offers a lower price to the host Government (e.g. General Services Administration (GSA) of the federal government of the United States of America) for similar goods and/or services, UNDP shall be entitled to the same lower price. The UNDP General Terms and Conditions shall have precedence.</li> <li>46.2 UNDP is entitled to receive the same pricing offered by the same Contractor in contracts with the United Nations and/or its Agencies. The UNDP General Terms and Conditions shall have precedence.</li> <li>46.3 The United Nations has established restrictions on employment of (former) UN staff who have been involved in the procurement process as per bulletin ST/SGB/2006/15 <a href="http://www.un.org/en/ga/search/view doc.asp?symbol=ST/SGB/2006/15&amp;referer">http://www.un.org/en/ga/search/view doc.asp?symbol=ST/SGB/2006/15&amp;referer</a></li> </ul>	

### **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  Partial bid is allowed for each lot. Bidders can also bid for all lots.  Lot 1: Translation Services  Lot 2: Interpretation Services
3	20	Alternative Bids	Shall not be considered
4	21	Pre-Bid conference	Will be Conducted Time: 11:00 AM Date: June 7, 2021 11:00 AM Venue: UNDP Compound, House No 7, Block No.5 Gama'a Avenue, Khartoum, Sudan  The UNDP focal point for the arrangement is: Sidahmed A. Sidahmed email address: sidahmed.sidahmed@undp.org and copy ei.cho.nyunt@undp.org Tel: +249 187 123 106
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 not be imposed
9	40	Performance Security	Not Required

10	12	Currency of Bid	<ul> <li>☑ Local Currency (SDG); or</li> <li>☑ United States Dollars (USD)</li> <li>Method for Currency Conversion: UN Operational Exchange Rate prevailing on closing date of submission of Bids.</li> <li>Notes:</li> <li>The contract will be signed in the currency selected by the bidder and does not carry any contract price variations due to currency devaluation. In case of selection of USD, Bank account in US\$ is to be provided.</li> <li>All USD and SDG payments should be done via bank transfer or depositing to Company bank account.</li> </ul>
11	31	Deadline for submitting requests for clarifications/ questions	<b>5</b> days before the submission deadline
12	31	Contact Details for submitting clarifications/questions	Focal Person in UNDP: Sidahmed A. Sidahmed Address: UNDP Compound, House No. 7, Block No. 5 Gama'a Avenue, Khartoum E-mail address: sidahmed.sidahmed@undp.org and copy ei.cho.nyunt@undp.org  Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers
13	18, 19 and 21	Manner of Disseminating Supplemental Information to the ITB and responses/clarifications to queries	Direct communication to prospective proposers by posting on the e-tendering website
14	23	Deadline for Submission	As indicated in e-Tendering system. Please note that system time zone is in EST/EDT (New York) time zone.
14	22	Allowable Manner of Submitting Bids	☑ e-tendering portal only
15	22	Bid Submission Address	https://etendering.partneragencies.org  SDN10- Event ID number: SDN10-0000008873

16	22	Electronic submission (e-tendering) requirements	<ul> <li>Format: PDF files (Preferred)</li> <li>File names must be maximum 60 characters long and must not contain any letter or special character other than from Latin alphabet/keyboard.</li> <li>All files must be free of viruses and not corrupted.         If you are uploading many files (ex. 15 or more), please zip the files into a ZIP folder and upload the folder instead of each file individually. You can upload several ZIP folders, but if you do this, please note that the total size of each ZIP folder uploaded cannot exceed 50MB.     </li> </ul>
17	25	Date, time, and venue for the opening of bid	Bidders will receive an automatic notification from the e- tendering portal, once their bids are opened.
18	27, 36	Evaluation Method for the Award of Contract	Non-Discretionary "Pass/Fail" Criteria on the Technical Requirements; and  ☑ Lowest price offer of technically qualified/responsive Bid for each lot
19		Expected date for commencement of Contract	August 15, 2021
20		Maximum expected duration of contract	One year with possible extension for two additional periods of one year each upon annual satisfactory performance
21	35	UNDP will award the contract to:	One or more Bidders for each lot, depending on Bidders fulfilment of minimum qualification requirements.
22	39	Type of Contract	Long Terms Agreement (Multiple LTA configuration) 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 <a href="http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html">http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html</a>
24		Other Information Related to the ITB	If JV is opted, in accordance with Section 6 of this ITB, legally registered certificate must be submitted at the time of bid submission or indicate that the certificate will be submitted before LTA/PO is signed. LTA/PO will be signed only upon availability of such certificate.

#### **Section 4. Evaluation Criteria**

#### **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 (All Mandatory):

- Appropriate signatures
- Power of Attorney
- Minimum Bid documents provided
- Bid Validity

#### 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, all parties cumulatively should meet the minimum requirements.

Please note that omission of any of **mandatory** required documents will result in rejection of your bid.

Subject	Criteria	Document Submission requirement		
ELIGIBILITY				
Legal Status	Vendor is a legally registered entity. (Mandatory)	Form B: Bidder Information Form		
Eligibility	• Vendor is not suspended, nor debarred, nor otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization in accordance with ITB clause 3.			
Conflict of Interest	• No conflicts of interest in accordance with ITB clause 4.			
Bankruptcy	<ul> <li>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.</li> </ul>	Form A: Bid Submission Form		
Certificates and Legal Registration document including license (Mandatory)		Form B: Bidder Information Form		
QUALIFICATION				
History of Non- Performing Contracts <sup>1</sup>	Performing of contractor default for the last 3 years			
Litigation History	No consistent history of court/arbitral award decisions against	Form D: Qualification		

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

	the Bidder for the last 3 years.	Form	
Previous Experience	Minimum 2 years of relevant experience. (Mandatory)	Form D: Qualification Form	
	Minimum 2 contracts of similar nature and complexity implemented over the last 3 years. (Mandatory) (For JV/Consortium/Association, all Parties cumulatively should meet requirement).	Form D: Qualification Form	
Financial Standing	Minimum average annual turnover of <b>USD 10,000.00</b> or equivalent ins SDG for the last 3 years. <b>(Mandatory)</b> (For JV/Consortium/Association, all Parties cumulatively should meet requirement).	Form D: Qualification Form	
	Bidder must demonstrate the current soundness of its financial standing and indicate its prospective long-term profitability (Current ratio should not be less than 1 over the last 3 years). (For JV/Consortium/Association, all Parties cumulatively should meet requirement). (Mandatory)	Form D: Qualification Form	
Technical  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: 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	
<b>Financial</b> Detailed analysis of the price schedule based on requirements listed in Section 5 and quoted for by the bidders in Form F.  Schedule Form			

#### **Section 5. Schedule of Requirements - Terms of Reference (ToR)**

#### Introduction

The UNDP Sudan office ("UNDP Sudan") provides support to the Government, NGOs, civil society, the private sector, and a range of other stakeholders, across multiple development issues. In doing so UNDP Sudan regularly organizes or attends conferences, workshops, seminars, and meetings, and receives and creates complex and technical letters, reports, articles, and a range of other documentation, in support of our efforts in Khartoum and other locations within Sudan.

In support of these efforts, UNDP Sudan regularly requires the services of firms / companies specializing in translation Arabic to English and / or vis versa, and simultaneous and consecutive interpretation services, from Arabic to English/ French/ Russian/ Spanish and/or vice versa. To achieve cost efficiency from economies of scale while ensuring outstanding quality of services, UNDP Sudan is in the process of consolidating all translation / interpretation service requirements and entering into a Long Term Agreement (LTA) with a qualified vendor(s).

UNDP Sudan wishes to conclude a Long Term Agreement(s) (LTAs) for a maximum period of three (3) years for translation / interpretation services with a service provider(s) specialized in this area of services. The successful service provider(s) (hereinafter referred to as the "Service Provider(s)") shall be contracted for an initial period of one year, and the contract shall be renewable upon satisfactory evaluation of performance. UNDP will select two or more qualified Service Providers based on the results of competitive process for each lot and may issue contracts with any of these in the framework of the resulting LTA(s).

From the trend analysis, the estimated volume of translation and interpretation services required by UNDP for its own purpose and for its sister agencies relying on UNDP service provision, is estimated to be **30** (events) within three (3) years. LTA(s) shall not guarantee an estimate volume of sales on the part of UNDP and is to be understood as a non-exclusive agreement.

#### **Scope of Work**

Firms / companies may apply for all or any of the following services (Lots).

- Lot 1: Translation services including translating and/or transcribing presentations, manuals, documents, articles, letters, studies, and reports, as well as recorded video or audio content and speeches, from Arabic to English or vice versa.
- <u>Lot 2</u>: Simultaneous and/or consecutive interpretation services from Arabic to English/
  French / Russian / Spanish and/ or vice-versa during workshops and trainings / meetings
  / conferences, including note-taking.

A professional, accurate and fast translation and/or interpretation service from English to Arabic, and vice-versa, such that the **meaning and understanding** of each principles and analysis presented in the documents reflect their true sense and correspond to the highest industry standards such as ISO 17100:2015 and or other internationally recognized standards for translation services. To that end, interested firms must detail their structure, demonstrate their quality and information security management measures and systems in place to meet and satisfy customers' needs.

While it is recognized that translation of documents may be carried out from any geographical location of the firm (provided qualified translators and information technology systems avail) the consecutive and simultaneous interpretations, will normally require physical presence in events or meetings with partners/stakeholders. Given this practicality, **firms may consider bidding for either** (translation of documents and consecutive / simultaneous interpretation) **requirements** or choose only one, however for simultaneous interpretation services, the equipment costs must be provided.

- UNDP will directly engage contract the LTA service provider(s) based on its needs to carry
  out those activities. UNDP will issue a written request / Purchase Order to the LTA service
  provider.
- Capacity to change the translator in case of illness, emergency or unsatisfactory performance with equal qualification requirements set in current ITB with prior UNDP agreement
- The prices shall remain in effect for the entire duration of the Contract for Services. The
  rates shall not be subject to any adjustment or revision because of price or currency
  fluctuations, or the actual costs incurred by the Supplier in the performance of the
  Contract for Services
- The document/report to be translated shall be transmitted to the Service Provider, by email, preferably in editable electronic form (Microsoft Word); similarly, translations must be returned to UNDP in electronic editable form (.docx).
- Any additional cost related to possible trips within Sudan needs to be agreed and approved by UNDP/UN Agency in advance.
- UNDP or UN Agencies reserve the right to withhold all or a portion of payment if performance is unsatisfactory, if work/outputs is incomplete, not delivered or for failure to meet deadlines.
- The Service Provider will provide a liaison person who will be responsible as focal point and manage the relationship with the Order Placers for delivering the service orders under the LTA.

#### **Quality Standard:**

All translations by the selected service provider must be rendered publication-ready, commensurate with what an experienced professional translator can offer. The term "publication-ready" shall mean that the translation respects the formatting conventions specified by UN Agencies and is devoid of typographical, spelling, and grammatical mistakes. The translations must also be written in clear, correct, and readable language. The **content and meaning** of the original must be accurately rendered in the target language, and a high level of terminological and style consistency must be achieved.

#### **Confidentiality and Copyrights:**

All documents compiled by or received by the Service Provider in connection with this LTA shall be property of UNDP or the requesting Agency and shall be treated as confidential and shall be delivered only to duly authorized UN Agencies officials on completion of the work or services under the contract.

In no event shall the contents of such documents or any information known or made known to the Service Provider by reason of its association with UNDP be made known by the Service Provider to any unauthorized person without the written approval of UNDP. The Service Provider shall take all reasonable measures to ensure that its agents, employees, subcontractors, and independent contractors comply with the provisions of this Article. The obligations in this Article shall not lapse upon termination of the contract.

#### Main Tasks and Responsibilities of Service Provider:

#### (1) Translation Services

- Translate various documents, presentations, manuals; modifications/changes/comments made by international advisors or national; various studies/reports of consultants/counterparts; legislation, advocacy and information materials; documents of meetings of the steering committees and technical working groups; correspondence to the government, national/international counterparts, and vice versa;
- Transcribing presentations, recorded video or audio content and speeches on a need basis.
- Produce a 100% accurate translation of English text to Arabic or vice versa
- Quality check of translation ensuring no typographical errors in the final text
- Ensure timely delivery of translated materials
- Make necessary corrections or changes required by the organization and re-submit corrected text within an agreed timeframe
- Ensure accuracy in language, structure, and rhetoric expressions
- Document shall be (preferably) in Microsoft Word / Excel format as a clean copy, a copy with changes track marked, and a copy with comments of translated text in a clear and jargon free language content ensuring no language errors, structure is improved, and such

that the meaning and understanding of each principles and analysis presented in the documents reflect their true sense.

- The Service Provider shall provide UNDP with a detailed Certificate for Services Completed for each translation (or group of translations) within ten (10) days of completion. The certificate for services provided should list all the costs with copies of the invoices and detailed calculation of Contractor's service fees.

#### (2) Interpretation Services

The service provider's duties and responsibilities include the following:

- Form teams of interpreters who have rich experience at multilingual conferences and knowledge of the routine and the provisions at intergovernmental meetings.
- Provide consecutive / simultaneous Arabic to English/ French / Russian/ Spanish and /or vice-versa interpretation during workshops and trainings/meetings/conferences including note taking
- Provide simultaneous interpreter system and additional electronic and audio-visual equipment and ensure that equipment's installed and fully functional.
- Demonstrate flexibility and provide solutions in case those sessions exceed their regular duration to continue interpretation without interruption.
- Administration of the logistical aspects of providing simultaneous interpretation services at UNDP's events including the organization of travel (field trips), accommodation, ground transportation, and other arrangements as necessary.
- Coordination and management of the interpreters' team before and during the events.
- Prepare the interpreters with the terminology and vocabulary used at UNDP's events based on previous experience and research in the development fields, and meeting documents and speeches provided by the UNDP.
- The Service Provider shall upon request and receipt of duly authorization form, confirm
  availability of simultaneous interpretation for the event. The Service Provider shall ensure
  availability of personnel during high demand periods and provide or assign interpreters at
  the same level and certification at the highest quality.
- The Service Provider shall inform UNDP focal point one day in advance of the arrival of interpreters to the UNDP compound so that security check-in procedures can be arranged for smooth entry into the UNDP compound or any other venue.
- Likewise, the Service Provider must provide the list of equipment with their names, quantity of equipment and ownership status to UNDP security guards at the gate before entering the equipment into the compound and taking them away from the compound upon completion of the events. For outside venue, the entry and exit procedures for the equipment and experts of the Service Provider shall be the security procedures adopted by hotels or other venue where events will be held.

#### Qualifications of the firm / company and affiliate translators and interpreters :

The firm / company qualifications should have:

- At least 2 years of relevant working experience in translation and / or simultaneous interpretation.
- Sample of 2 contracts requested from the interested bidders.
- Capacity for translation and / or simultaneous interpretation services (professional staff available, number of equipment, etc.)

#### Type and Qualification of Staff:

The company must provide the experts with the following qualifications and experience condition:

#### Lot 1: Translation:

- A. Bachelor's degree holder (master's degree in relevant field preferable and an advantage)
- B. Three (3) years of relevant experience with a proven record in providing translation services from English to Arabic and/or vice versa
- C. Certification in translation services from a renowned entity is an added asset
- D. Experience on issues relevant to UN Agencies, International Organizations, Embassy, International Private Forum, etc. is an asset.
- E. Minimum two (2) years of progressively responsible translation work from English to Arabic and/or vice versa with the government and/or international organizations such as the UN, INGOs and civil society clients
- F. Knowledge in any of the following area of study for specialized translation work; Economics, Governance, Law, Public Administration/Public Sector Management, Social Cohesion and Peace Building, Agriculture and Other Livelihoods, Environment, Biodiversity and Climate change, Disaster Risk Reduction, Gender, Human Rights, and Health
- G. Excellent command of written and oral English
- H. Proven hands on computer skills (MS Office) and internet tools.

#### Lot 2: Interpretation:

- A. Interpreter:
- > Bachelor's degree or translation / interpretation certification or any other relevant discipline;
- > 5 years' experience in interpretation;
- Language required as specified in the ToR(at a minimum English to Arabic interpreter must be available in the firm / company);
- Excellent command of written and oral English
  - B. Coordinator:
- Bachelor's degree in any discipline or certification in interpretation
- At least 3 years of experience in managing the interpretation events having multi-lingual interpreters and providing the interpretation systems and equipment.

#### **Payment Terms:**

The Service Provider will be paid based on the lump sum amount as per the price list, which will be part and parcel of the Long Term Agreement (LTA). In cases where services are requested for locations outside Khartoum, transportation cost and DSA will be paid to the Service Provider in addition to the price list rate. The maximum payable DSA should not exceed the UN DSA rate applicable for the duty station where Service Provider's experts spend the nights. The DSA will be paid only for the actual nights spent in the duty stations. Transportation cost will be paid on actual and after comparison and establishing the best value for money to UNDP.

Upon satisfactory completion of the events, the UNDP will pay the Service Provider for each completed event based on the rates applicable from the LTA.

# **Key Performance Indicators (KPI)**

SERVICE LEVL [PRODUCT/ SERVICE]	PERFORMANC E ATTRIBUTE	DEFINITION	ACCEPTABLE LEVEL
1 Tours letion and leton materia.	Accuracy	Ability to perform task completely and without error.	Zero-Error translation and simultaneous interpretation services.
1.Translation and Interpretation services	Timelines of Delivery	Ability to deliver product or service on or before promised date.	confirmation of availability is made at the latest (5) days before the event takes place.
	Mode of request	UNDP Will request the Service Provider in writing for each specific event	Required services are delivered within the specified deadline
Administrative contractual services	Regular service request	UNDP will request the services before 24 hours of event	The Service Provider is required to strictly adhere to the timeline in delivering the services
	Urgent service request	UNDP will request the services before 12 hours of event in case of highly urgent requirement	The Service Provider is required to strictly adhere to the timeline in delivering the services
3. Provision of interpreter	As requested by UNDP	Qualified interpreter for specific languages and in line with the ToR requirement should be provided within the requested timeline defined in the written request.	The interpreters must have the adequate language ability and they must be available at least 15 minutes prior to the happening of events
4. Provision of interpretation system and equipment	As requested by UNDP	The equipment including booth, interpretation system, mikes etc. must meet the number of participants who requires interpretation system. The equipment shall be in very good working conditions at all times.	No disruption in the interpretation services due to lack of functioning the equipment or lack of adequate quality of equipment requested.
5. Reporting and documentation	Management Information (LTA Ceiling)	Information is captured for all services provided.	Provide the cumulative Value of the LTA every 3 months; Provide the copies of the service requests if necessary
documentation	Timelines of Delivery	Ability to provide report on or before the promised date.	If required, activity Report is delivered within one (1) week after the event
6. Service Quality	Accessibility	Ability to access or approach Service Provider	Response Time: Answer 80% of calls within 3 <sup>rd</sup> ring. Hold Time: Maximum 20% of calls placed on hold Call Back Time: 90% of all call-back within 60 minutes Abandoned Calls: Maximum 5% lost calls during normal hours E-mail: available and response within the same day
	Speed and Efficiency	Ability to provide Face to Face Assistance with the minimum use of resources.	Waiting Time for Assistance: Not more than five (5) minutes

SERVICE LEVL [PRODUCT/ SERVICE]	PERFORMANC E ATTRIBUTE	DEFINITION	ACCEPTABLE LEVEL	
7. Hours of Operation	Readiness to do Business	Sufficient manpower to commence business at the start of office hours.	Service hours: Sunday – Thursday between 8.00 am and 6.00 pm. And during event arrangement.	
8. Complaint and Disputes	Problem Solving	Ability to resolve complaints in a constructive way.	Within ten (10) days disputes and misunderstanding are resolved.	
0.0 47. 6 444	Accuracy	Ability to provide service with agreed upon standards without deviation.	Log maintained to compare errors	
9. Quality Control	Speed and Efficiency	Ability to deliver service promptly and with the minimum use of resources.	Lessons learned from poor quality services applied to enhance the speed and efficiency in the future	
10. workshop materials and others as required	Quality	Ability to deliver excellent product or service.	Product or service is delivered with minimum 95% of the required quality	
	Accuracy	Ability to generate billing statements without errors.	Zero-Error or no discrepancy between invoices and attachments.	
11. Invoices	Clarity	Ability to generate invoices that capture the actual transactions and are easy to understand.	Zero-Returns for clarification/ explanation.	
	Timeliness of Delivery	Ability to provide quotation on or before the promised date.	Within (3) days from time of request shall immediately submit quotation based on the activities requested.	
12. Quotation	Accuracy	Ability to prepare quotation without errors.	Zero-Error or no discrepancy between quotation and agreed unit price stated in the LTA.	
	Fairness	Reasonable charges for services that do not have unit price in the LTA, in case required.  At lower rates than or same rates that or same rates th		
13. Conditions for LTA Termination	a) Unavailability for more than 3 b) Poor Se	hay be terminated under following circumstances:  ability of service: Continuous unavailability of staff and/ or equipment than 3 times despite advance requests for Service Level: Lack of improving service level despite 3 rounds of requesting for improvement;		

## **Section 6. Returnable Bidding Forms / Checklist**

This form serves as a checklist for 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	
<ul> <li>Form E: Format of Technical Bid/Bill of Quantities</li> </ul>	
Have you provided the required documents to establish compliance with the evaluation criteria in Section 4?	

#### **Price Schedule:**

Form F: Price Schedule Form	
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#### Form A: Bid Submission Form

Name of Bidder:	[Insert Name of Bidder]		Date:	Select date
ITB reference:	ITB/21/011	Event ID - SDN10: 0000008873		

We, the undersigned, offer to supply the goods and related services required for Provision of Interpretation and Translation services on Long Term Agreement (LTA) basis in accordance with your Invitation to Bid No. ITB/21/011 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:

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

We declare that all the information and statements made in this 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):			
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 demonstrate 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:	<ul> <li>Company Profile, which should <u>not</u> exceed fifteen (15) page including printed brochures and product catalogues releva to the goods and/or services being procured</li> </ul>		

- Certificate of Incorporation/ Business Registration
- Tax Registration/Payment Certificate issued by the Internal Revenue Authority evidencing that the Bidder is updated with its tax payment obligations, or Certificate of Tax exemption, if any such privilege is enjoyed by the Bidder
- Trade name registration papers, if applicable
- Quality Certificate (e.g., ISO, etc.) and/or other similar certificates, accreditations, awards, and citations received by the Bidder, if any
- Patent Registration Certificates if any of technologies submitted in the Bid is patented by the Bidder
- Local Government permit to locate and operate in assignment location, if applicable
- Official Letter of Appointment as local representative, if Bidder is submitting a Bid on behalf of an entity located outside the country
- Copy of Registration of legal entity by state authorities, including Articles of Incorporation, or equivalent document if Bidder is not a corporation
- List of major corporate clients highlighting similar contracts of comparable business nature
- CVs of managerial personnel and required staff highlighting experiences in servicing with international organizations of similar size and nature as UNDP/UN, including relevant certificates, accreditations, awards and citations received
- Latest Audited Financial Statement (Income Statement and Balance Sheet) including Auditor's Report for the past 3 years, or certification of accounts by Local Governmental Revenue Authority.
- Statement of Satisfactory Performance or Letters of Recommendations/ Satisfactory performances from the Top Three Clients, in terms of contract value
- Other relevant documents, as requested in the Terms of Reference

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

Name of Bidder: [Insert Name of Bidd		f Bidder]		Date:	Select date	
ITB re	eference:	ITB/21/011	Event ID - SDN10: 00	00008873		
To be completed and returned with your Bid if the Bid is submitted as a Joint Venture/Consortium/Association						re/Consortium/Association.
No Name of Partner and contact information telephone numbers, fax numbers, e-mail add				_	pe of go	tion of responsibilities (in boods and/or services to be
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)			TB [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.

·	·
Signature:	Signature:
Date:	Date:
Name of partner:	Name of partner:
Signature:	Signature:
Date:	Date:

Name of partner: \_\_\_\_\_\_ Name of partner: \_\_\_\_\_

#### Form D: Eligibility and Qualification Form

Name of Bidder:	[Insert Name of Bidder]		Select date
ITB reference:	ITB/21/011 Event ID - SDN10: 0000008873		

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	t(s) not performed in	the last 3 years				
Year	Non- performed portion of contract	Contract Identification	<b>Total Contract Amount</b> (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	☐ Litigation History as indicated below						
Year of	Amount in	Contract Identification	<b>Total Contract Amount</b>				
dispute	dispute (in US\$)		(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.

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 She	et				
Total Assets (TA)							
Total Liabilities (TL)							
Current Assets (CA)							
Current Liabilities (CL)							
	Information	from Income State	ement				
Total / Gross Revenue (TR)							
Profits Before Taxes (PBT)							
Net Profit							
Current Ratio							

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

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

#### Form E: Format of Technical Bid

Name of Bidder:	[Insert Name of Bidder]		Select date
ITB reference:	ITB/21/011 Event ID - SDN10: 0000008873		

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

- 1.1 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).
- 1.2 Relevance of specialized knowledge and experience on similar engagements done in the region/country.
- 1.3 Quality assurance procedures and risk mitigation measures.
- 1.4 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.

- 2.1 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.
- 2.2 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.
- 2.3 The bid shall also include details of the Bidder's internal technical and quality assurance review mechanisms.
- 2.4 Implementation plan including a Gantt Chart or Project Schedule indicating the detailed sequence of activities that will be undertaken and their corresponding timing.
- 2.5 Demonstrate how you plan to integrate sustainability measures in the execution of the contract.

#### **Technical Compliance Sheet** Is bid compliant? **Details UNDP Requirements Bidder to complete Bidder to complete** Bidder shall deliver the services Timely interpretation / ☐ Yes ☐ No Insert details translation services when requested with standard conference support equipment and materials (booth, Equipment for mikes, microphones (Sound ☐ Yes ☐ No Insert details interpretation services System), and other optional requirements. Ensure high quality of services and equipment to minimize interruption **Equipment Rental Services** during meetings and conferences. ☐ Yes ☐ No Insert details (Quality of Services) Backup system to be in place. Technical support availability etc. To meet required qualifications including replacements / or **Dedicated translators** ☐ Yes ☐ No Insert details additional requirements by UNDP / **UN Agencies** With standard technical Words translation qualifications. Capacity to change ☐ Yes ☐ No Insert details the translator in case of illness etc. Bidder to assign key personnel as per required qualification set in the Please attach CV of ☐ Yes ☐ No Translators (2 personnel) ToR under **Type and** individual personnel. **Qualification of Staff** section Bidder to assign key personnel as Please attach CV of per required qualification set in the individual personnel. □ Yes □ No Interpreters (2 personnel) ToR under **Type and Qualification of Staff** section Please attach CV of Bidder to assign key personnel as individual personnel. per required qualification set in the Coordinators (2 personnel) ☐ Yes ☐ No ToR under **Type and Qualification of Staff** section Acceptability of all Bidder to accept all provisions of provisions of the UNDP the UNDP General Terms and ☐ Yes ☐ No Insert details General Terms and Conditions of the ITB Conditions. Name of Bidder: Authorised signature: Name of authorised signatory: Functional Title: Contact information (phone / email):

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

- Describe the overall management approach toward planning and implementing the project. Include an 3.1 organization chart for the management of the project describing the relationship of key positions and designations. Provide a spreadsheet to show the activities of each personnel and the time allocated for his/her involvement.
- 3.2 Provide CVs for key personnel (2 translators, 2 Interpreters and 2 Coordinators) 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/	[Summarize college/university and other specialized education of personnel member, giving names of schools, dates attended, and degrees/qualifications obtained.]
Qualifications	[Insert]
Professional certifications	<ul> <li>[Provide details of professional certifications relevant to the scope of goods and/or services]</li> <li>Name of institution: [Insert]</li> <li>Date of certification: [Insert]</li> </ul>
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]
	[Provide names, addresses, phone and email contact information for two (2) references]
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 (Financial Proposal Format)**

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
ITB reference:	ITB/21/011 Event ID - SDN10: 0000008873		

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 price of the LTA is valid for one year from the date of signing of the LTA. In the event the LTA is extended beyond initial one year, the prices are subject to revision and agreement by UNDP. The revision will have its basis from the prevailing market price analysis.

Repeated failure to meet the agreed deadlines or failure to meet quality expectations and refusal of any assignment will result in the termination of the Contract for Services (more than 3 times).

Please indicate the currency of your bid.

#### **Lot 1: Translation Services:**

- One page of A4 size counts 250 words.
- o Bidder to indicate the time to complete each group of translations as per below table.

Des	scription of Services	Quantity (No. of Pages)	Cost per Page	Total (Currency)	Time to Complete
1		1-10 pages			
2		11-25 pages			
3	Arabic to English and Vis Versa	26-50 pages			
4		51-100 pages			
5		Over 100 pages			
	Total				

#### **Lot 2: Interpretation Services**

#### **Interpreter Service Fee**

Item No.	Description of Service (Languages for Interpretation)	Quantity	Price (Currency)
1	Arabic – English – Arabic	1 interpreter for one day	
		1 interpreter for half day	
2	Arabic – French – Arabic	1 interpreter for one day	
		1 interpreter for half day	
3	Arabic – Russian / Spanish – Arabic	1 interpreter for one day	
		1 interpreter for half day	
	Total		

#### **Equipment Rental Cost for the Event**

Each bidder is required to list the type of equipment with photos stating their capacity, make, year of manufacture and state if they are hired or owned and the associated cost as listed in the table below. The coordinator cost must be included in the total fee (not to be charged separately)

Item No.	Equipment and Transportation Cost	No. of Meeting Participants	Price (for one day) (Currency)	Price (for half day) (Currency)
1	Rental of Equipment for simultaneous interpretation including the booths, headphones, microphones, sound system etc.	01-25		
2	Same as above	26-50		
3	Same as above	51-100		
4	Same as above	above 100		
	Total			