Request for Proposal (RFP)

Ref: RFP/KRT/12/049

Date: 19/04/2012

Dear Sir/Madam,

Subject: RFP Topographic survey of the Site of the UNDP Main Compound located at Gama’a Avenue, house 7 Block 5, Khartoum Sudan.

1. You are requested to submit a proposal for the provision of site topographic survey of the UNDP Main Compound, as per enclosed Terms of Reference (TOR).

2. To enable you to submit a Proposal, attached are:
   i. Instructions to Offerors ............... (Annex I)
   ii. General Conditions of Contract...... (Annex II)
   iii. Terms of Reference (TOR).......... (Annex III)
   iv. Proposal Submission Form ............ (Annex IV)
   v. Price Schedule ........................ (Annex V)

Your offer comprising of technical proposal and financial proposal, in two separate sealed envelopes, labeled “Confidential Technical Proposal” and “Confidential Financial Proposal” for “RFP/KRT/12/048: RFP Topographic survey of the Site of the UNDP Main Compound located at Gama’a Avenue, house 7 Block 5, Khartoum Sudan

1. Should reach UNDP Office in Khartoum at the below mentioned address no later than Tuesday 08 May 2012 at or before 2:00 p.m. Khartoum local time.

2. Head of Procurement Unit,

   United Nations Development Programme,
   House 7 Block 5 Gama’a Avenue,
   Khartoum, Sudan.

   Email: procurement.sd@undp.org
All offers received after the indicated time and date will be rejected.

3. Request for additional information or clarification will be dealt with diligently, however any delay in providing such information will not be considered a reason for extending the submission date of your Proposal. For any enquiries please contact Mr. Mohammed Hindi, Procurement Civil Engineer @: 
   mohammed.hindi@undp.org
   Tel: +249 187 121 072
   Fax: +249 83 773128

4. Do not use this address to submit your proposal.

5. This letter is not to be construed in any way as an offer of contract.

Yours sincerely,

Ehab Burawi
Operations Manager a. i.
Instructions to Offerors

A. Introduction:

1. General:

This Request for Proposal (RFP) was prepared to seek Proposals from interested consultancy authorities, companies or firms to for the RFP Topographic survey of the Site of the UNDP Main Compound located at Gama’a Avenue, house 7 Block 5, Khartoum Sudan.

This RFP outlines detailed procedures to be followed by Companies in pursuing interest in the Business of the UNDP.

2. Cost of Proposal:

The Offeror shall bear all costs associated with the preparation and submission of the Proposal; the UNDP will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the solicitation.

B. Solicitation Documents:

3. Contents of solicitation documents:

Proposals must offer services for the total requirement. Proposals offering only part of the requirement may be rejected. The Offeror is expected to examine all corresponding instructions, forms, terms and specifications contained in the Solicitation Documents and must provide all requisite information under this RFP and clearly and concisely respond to all points set out in this RFP. Any Proposal which does not fully and comprehensively address this RFP may be rejected or affect the evaluation of the Proposal. However, unnecessarily elaborate brochures and other presentations beyond that sufficient to present complete and effective Proposal are not encouraged.
4. Clarification of solicitation documents:

A prospective Offeror requiring any clarification of the Solicitation Documents may notify the procuring UNDP entity in writing at the organization’s mailing address. The procuring UNDP entity will respond in writing to any request for clarification of the Solicitation Documents that it receives earlier than one (2) days prior to the deadline for the submission of Proposals. Written copies of the organization’s response (including an explanation of the query but without identifying the source of inquiry) will be published in the same manner that the present RFP.

5. Amendments of solicitation documents:

At any time prior to the deadline for submission of Proposals, the procuring UNDP entity may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Offeror, modify the Solicitation Documents by amendment. Any amendment will be published in the same manner that the present RFP.

In order to afford prospective Offerors reasonable time in which to take the amendments into account in preparing their offers, the procuring UNDP entity may, at its discretion, extend the deadline for the submission of Proposals.

C. Preparation of Proposals:

6. Language of the Proposal:

The Proposals prepared by the Offeror and all correspondence and documents relating to the Proposal exchanged by the Offeror and the procuring UNDP entity shall be written in the English language. Any printed literature furnished by the Offeror may be written in another language so long as accompanied by an English
translation of its pertinent passages in which case, for purposes of interpretation of
the Proposal, the English translation shall govern.

7. Documents comprising the Proposal:

The Proposal shall comprise the following components:

(a) Proposal submission form;
(b) Operational and technical part of the Proposal, including documentation to
demonstrate that the Offeror meets all requirements;
(c) Price schedule, completed in accordance with clauses 8 and 9;

8. Proposal form (Very necessary):

The Offeror shall structure the operational and technical part of its Proposal as
follows:

(a) Management plan
This section should provide corporate orientation to include the year and place of
incorporation and a brief description of the Offeror’s history and present activities. It
should focus on services related to the Proposal.

This section should also describe the organizational unit(s) that will become
responsible for the contract, and the general management approach towards a
project of this kind. The Offeror should comment on its experience in similar projects
and identify the person(s) representing the Offeror in any future dealing with the
procuring UNDP entity.

The Offeror shall provide all relevant support documentation such as legal
certificates, audited financial statements of the two preceding years, evidence of its
insurance coverage, bank references and any other appropriate document.
(b) Resource plan

This should fully explain the Offeror’s resources in terms of personnel and facilities necessary for the performance of this requirement and provide all relevant support documentation. It should describe the Offeror’s current capabilities/facilities and any plans for their expansion.

(c) Proposed methodology

This section should demonstrate the Offeror’s responsiveness to the specifications by identifying the specific components proposed, addressing the requirements, as specified, point by point; providing a detailed description of the essential performance characteristics proposed warranty; and demonstrating how the proposed methodology meets or exceeds the specifications.

The operational and technical part of the Proposal should not contain any pricing information whatsoever on the services offered. Pricing information shall be separated and only contained in the appropriate Price Schedules.

It is mandatory that the Offeror’s Proposal numbering system corresponds with the numbering system used in the body of this RFP. All references to descriptive material and brochures should be included in the appropriate response paragraph, though material/documents themselves may be provided as annexes to the Proposal/response.

Information which the Offeror considers proprietary, if any, should be clearly marked “proprietary” next to the relevant part of the text and it will then be treated as such accordingly. However, UNDP does not guarantee confidentiality.
9. Proposal prices:

The Offeror shall indicate on an appropriate Price Schedule, an example of which is contained in these Solicitation Documents, the prices of the services proposed as response to this Request for Proposals (RFP). **The Offeror shall enclose the price schedule in the financial proposal.**

10. Proposal currency

All prices shall be quoted preferably in Sudanese Pounds (SDG). **National Sudanese Companies will be paid in Sudanese Pounds.**

11. Period of validity of Proposals:

Proposals shall remain valid for **One Hundred Twenty (120) days** following the tender closing date, pursuant to the clause *Deadline for submission of Proposals*. A Proposal valid for a shorter period may be rejected by the procuring UNDP entity on the grounds that it is non-responsive.

In exceptional circumstances, the procuring UNDP entity may solicit the Offeror’s consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. An Offeror granting the request will not be required nor permitted to modify its Proposal.

12. Format and signing of Proposals:

The Offeror shall prepare two copies of the Proposal, clearly marking each “Original Proposal” and “Copy of Proposal” as appropriate. In the event of any discrepancy between them, the original shall govern.

The two copies of the Proposal shall be typed or written in indelible ink and shall be signed by the Offeror or a person or persons duly authorized to bind the Offeror to
the contract. The latter authorization shall be indicated by written power-of-attorney accompanying the Proposal.

A Proposal shall contain no interlineations, erasures, or overwriting except, as necessary to correct errors made by the Offeror, in which case such corrections shall be initialed by the person or persons signing the Proposal.

13. Payment:
UNDP shall effect payments to the Contractor after acceptance by UNDP of the invoices submitted by the contractor, upon achievement of the corresponding milestones.

D. Submission of Proposals:

14. Sealing and marking of Proposals
The Offeror shall seal the Proposal in one outer and two inner envelopes, as detailed below.

(a) The outer envelope shall be addressed to:

Head of Procurement Unit,
United Nations Development Programme
House 7 Block 5 Gama’a Avenue
Khartoum, Sudan
Marked with: (RFP Electricity/Energy Audit of the UNDP Main Compound located at Gama’a Avenue, house 7 Block 5, Khartoum Sudan).

(b) Both inner envelopes shall indicate the name and address of the Offeror. The first inner envelope shall contain the information specified in Clause 8 (Proposal form) above, with the copies duly marked “Original” and “Copy”. The second inner envelope shall include the price schedule duly identified as such.
Note, if the inner envelopes are not sealed and marked as per the instructions in this clause, the procuring UNDP entity will not assume responsibility for the Proposal’s misplacement or premature opening.

15. Deadline for submission of Proposals
Proposals must be received by the procuring UNDP entity at the address specified under clause Sealing and marking of Proposals no later than 26th April, 2012 at 14:00 hours, local time.

The procuring UNDP entity may, at its own discretion, extend this deadline for the submission of Proposals by amending the solicitation documents in accordance with clause Amendments of Solicitation Documents, in which case all rights and obligations of the procuring UNDP entity and Offerors previously subject to the deadline will thereafter be subject to the deadline as extended.

UNDP will not give written proof of receipt unless a Postal/Courier Service or other form of receipt is presented for signature.

16. Late Proposals:
Any Proposal received by the procuring UNDP entity after the deadline for submission of Proposals, pursuant to clause Deadline for the submission of Proposals, will be rejected.

17. Modification and withdrawal of Proposals
The Offeror may withdraw its Proposal after the Proposal’s submission, provided that written notice of the withdrawal is received by the procuring UNDP entity prior to the deadline prescribed for submission of Proposals.
The Offeror’s withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of clause Deadline for Submission of Proposals.

No Proposal may be modified subsequent to the deadline for submission of Proposals.

No Proposal may be withdrawn in the interval between the deadline for submission of Proposals and the expiration of the period of Proposal validity specified by the Offeror on the Proposal Submission Form.

E. Opening and Evaluation of Proposals

18. Opening of Proposals
The procuring entity will open the Proposals in the presence of a Committee formed by the Head of the procuring UNDP entity.

19. Clarification of Proposals
To assist in the examination, evaluation and comparison of Proposals, the Purchaser may at its discretion, ask the Offeror for clarification of its Proposal. The request for clarification and the response shall be in writing and no change in price or substance of the Proposal shall be sought, offered or permitted.

20. Preliminary examination
The Purchaser will examine the Proposals to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the Proposals are generally in order.

Arithmetical errors will be rectified on the following basis: If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the Offeror does not accept the correction of errors, its Proposal will be rejected. If there is a discrepancy between words and figures the amount in words will prevail.
Prior to the detailed evaluation, the Purchaser will determine the substantial responsiveness of each Proposal to the Request for Proposals (RFP). For purposes of these Clauses, a substantially responsive Proposal is one which conforms to all the terms and conditions of the RFP without material deviations. The Purchaser’s determination of a Proposal’s responsiveness is based on the contents of the Proposal itself without recourse to extrinsic evidence.

A Proposal determined as not substantially responsive will be rejected by the Purchaser and may not subsequently be made responsive by the Offeror by correction of the non-conformity.

21. Evaluation and comparison of Proposals

A two-stage procedure is utilized in evaluating the proposals, with evaluation of the technical proposal being completed prior to any price proposal being opened and compared. The price proposal of the Proposals will be opened only for submissions that passed the minimum technical score of 70% of the obtainable score of 1000 points in the evaluation of the technical proposals. The technical proposal is evaluated on the basis of its responsiveness to the Terms of Reference (TOR) and in accordance with the following technical evaluation criteria.

**Technical Evaluation Criteria**

Evaluation of the Technical Proposal (75 points)

A two-stage procedure will be utilized in evaluating the proposals, with evaluation of the technical component being completed prior to any price component being reviewed and compared. The Price Component will be reviewed only for those firms/institutions whose Technical Component meets the requirements for the assignment. The total number of points which a firm may obtain for both components is 100.
The technical component, which has a total possible value of 75 points, will be evaluated using the following criteria:

a) The profile of your firm (15 points);

b) Previous experience of the firm in works similar to this assignment (10 points).

c) The qualifications, minimum ten years of experience for the contractor’s project manager and competence of the personnel proposed for the assignment for a total of (30 points); and

d) The approach in implementing the tasks described in the Terms of Reference (TOR). Reflect of technical (15 points).

e) Schedule of time to obtain audit process, time to obtain correction and time to submit final reports and required deliverables (5 points).

If the substantive presentation of a proposal achieves the minimum of 70% of 75 points, the competitiveness of the fees will be taken into account in the following manner:

The total amount of points for the fees component is 25. The maximum number of points shall be allotted to the lowest fees proposed that is compared among those invited firms which obtain the threshold points in the evaluation of the substantive presentation. All other fees proposals shall receive points in inverse proportion to the lowest fees; e.g;

\[ 25 \text{ Points} \times \frac{\text{US$ lowest}}{\text{US$ other}} = \text{points for other proposer’s fees} \]

Please note that the UNDP is not bound to select any of the firms/institutions submitting proposals. Furthermore, since a contract will be awarded in respect of the proposal which is considered most responsive to the needs of the project concerned, due consideration being given to UNDP’s general principles, including economy and efficiency, UNDP does not bind itself in any way to select the firm offering the lowest price.
Terms of Reference for

Topographic survey of the Site of the UNDP Main Compound located at Gama’a Avenue, house 7 Block 5, Khartoum Sudan

UNDP Country Office is requesting from expert consultant authorities and firms to apply a high accuracy surveying measurements redesign for storm water drainage system and of the UNDP Main Compound located at:

United Nations Development Programme,
House 7 Block 5 Gama’a Avenue,
Khartoum, Sudan.

Brief description of the building:

The UNDP compound in the Gama’a Avenue has three office buildings used as office buildings of an area equals to 1,183m² distributed over four floors with. The compound also consists of many facilities buildings and access roads and walk-ways. The compound has been fallen into many massive changes of the top level of the ground due to human activities like greenery and construction and action of upgrading the level as per upgrading of the asphalted surrounding roads (Gama’a and Energy Avenues). This matte caused an existing problem and lowering in level of main office buildings. During rain storm seasons, the Compound often sinks in rain water and water dumps and stocks for a long time.

Study of Existing Situation:

1. Street level is higher than the street in building.
2. More than five different levels produced in the areas of the existing buildings and not linked with existing main storm drainage system.
3. Some areas are not pavement.
4. Some problems in waste water network.
5. Neighborhood plots used to discharge rain water through the UNDP CO Compound areas.

1. Objective and Purpose of the Contract:

A. Phase (I): Audit, assess, propose solutions and estimate of cost.
B. Phase (II): Rehabilitation/reformation of the network based on the approved design that was submitted in Phase (I).

2. SCOPE OF WORKS:
   a. Study of the existing situation of the topography of the open areas/buildings floors.
   b. Redesign of Storm water surface drainage.

3. Expected Deliverables:
   a. Redesign of Storm Water Surface Drainage:
      1. Raise the level in some areas related to building around.
      2. Connected all areas with existing main storm drainage system.
      3. Sand trap should be erected at end of existing main storm drainage system to solve problem if any block in network to pumping water away from building.
      4. Make step at main gate to prevent water from Main Street.
      5. Solve problem of waste water network by making reformation design and suggestion of solutions scenarios.
   b. Actions to be taken and obtained:
      6. Horizontal control points shall be established using total station.
      7. Detailed survey with high accuracy and micro errors of all important existing physical and man-made features within proposed site shall be executed using total station.
8. At least two permanent Benchmarks shall be constructed at appropriate sites and referenced to the datum shall be carried out **using automatic level**.

9. Grid leveling shall be executed according to the site need, Levels or total station has to be used for carrying out this survey works. (Topographic maps of the proposed site shall be drawn in AutoCAD version # 12).

10. Topographic maps shall also include:-
   1- Spot heights,
   2- Contour lines,
   3- Location of horizontal control points; and
   4- Benchmarks.

11. Topographic maps will be delivered in three colored hardcopies as well as in softcopy.

4. **TIME PLAN FOR COMPLETION OF SCOPE OF WORKS:**

This Study is planned to be finished within 3 weeks detailed as follows:

1. Week 1: site visits and data collection (Surveying).
2. Week 2: Design & specifications.

- **Financial offer:**

Consultant Bidder shall submit their fanatical proposal and the cost of this study in rate of Sudanese pounds (SDG) in separate sheet. This amount of money should be paid upon the submission of the report by cheque addressed to nominated bank account: Should Bidders have any queries, they can contact the mentioned address stated at the top of this RFP.

4- **Site visit:**
4.1 - Bidder shall assure that he will conduct a site visit and stand on all necessary points and issues. He shall assure that he is aware of all concern matters and cleared all objects and unknown parts of the assignment.

4.2 - Bidder shall investigate and check compatibility and matching of the plot infrastructure points and fittings and ability to fit with proposed supplied goods and services.

5. Expected Outputs

- Final performance of work expected to obtain satisfaction of all beneficiaries.
- Detailing and technical drawings in AutoCAD #12 format shall be submitted.
- Full report of existing audited situation before rehabilitation/reformation.
- Full report of proposal solutions contains specifications of materials and bill of quantities.
- Cost estimation of repair/ rehabilitation before starting rehabilitation phase.
- Full report shall be submitted in shape of soft copy and three colored hard copies.

6. Roles and Responsibilities

6.1 Contractor/firm Responsibilities:

a) The contractor/firm shall carry out the tasks and specific activities outlined in this TOR to deliver the specific expected output professionally, responsibly and sensitively.

b) Develop a plan and methodology for the assessment and evaluation process to be shared with the UNDP management/supervisor or engineer.

c) Prepare relevant documents, drawings, and sketches.

d) Submit final report and technical drawings to the UNDP management/supervisor or engineer as per stated time schedule.

e) Saving the Office properties from all negative actions.

f) Control on his assigned staff for this assignment.

6.2 UNDP Responsibilities.
(a) UNDP will pay the contractor the fee and all other costs outlined in the contract upon submission and acceptance of the contractor final performed work by the UNDP representative.

(b) Enable the Contractor to precede his tasks as per the agreed work-plan.

The Submission of the final report shall be not exceed 5 working days from completion.
UNDP GENERAL CONDITIONS OF CONTRACT FOR SERVICES

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

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

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

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

5.0 SUB-CONTRACTING:
In the event the Contractor requires the services of sub-contractors, the Contractor shall obtain the prior written approval and clearance of UNDP for all sub-contractors. The approval of UNDP of a sub-contractor shall not relieve the Contractor of any of its obligations under this Contract. The terms of any sub-contract shall be subject to and conform to the provisions of this Contract.
6.0 OFFICIALS NOT TO BENEFIT:
The Contractor warrants that no official of UNDP or the United Nations has received or will be offered by the Contractor any direct or indirect benefit arising from this Contract or the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of this Contract.

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

8.0 INSURANCE AND LIABILITIES TO THIRD PARTIES:
8.1 The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.
8.2 The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or the equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract.
8.3 The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.
8.4 Except for the workmen's compensation insurance, the insurance policies under this Article shall:

8.4.1 Name UNDP as additional insured;
8.4.2 Include a waiver of subrogation of the Contractor's rights to the insurance carrier against the UNDP;

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

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

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

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

11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

11.1 Except as is otherwise expressly provided in writing in the Contract, the UNDP shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the Contractor has developed for the UNDP under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract, and the Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for the UNDP.

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

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

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

12.0 USE OF NAME, EMBLEM OR OFFICIAL SEAL OF UNDP OR THE UNITED NATIONS:
The Contractor shall not advertise or otherwise make public the fact that it is a Contractor with UNDP, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of UNDP or THE United Nations, or any abbreviation of the name of UNDP or United Nations in connection with its business or otherwise.

13.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:
Information and data that is considered proprietary by either Party and that is delivered or disclosed by one Party (“Discloser”) to the other Party (“Recipient”) during the course of performance of the Contract, and that is designated as confidential (“Information”), shall be held in confidence by that Party and shall be handled as follows:

13.1 The recipient (“Recipient”) of such information shall:

13.1.1 use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser’s Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate; and,
13.1.2 use the Discloser’s Information solely for the purpose for which it was disclosed.

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

13.2.1 any other party with the Discloser’s prior written consent; and,

13.2.2 the Recipient’s employees, officials, representatives and agents who have a need to know such Information for purposes of performing obligations under the Contract, and employees officials, representatives and agents of any legal entity that it controls, controls it, or with which it is under common control, who have a need to know such Information for purposes of performing obligations under the Contract, provided that, for these purposes a controlled legal entity means:

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

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

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

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

13.4 The UNDP may disclose Information to the extent as required pursuant to the Charter of the UN, resolutions or regulations of the General Assembly, or rules promulgated by the Secretary-General.
13.5 The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder.

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

14.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

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

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

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

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

15.0 TERMINATION

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

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

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

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

16.0 SETTLEMENT OF DISPUTES

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

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

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

18.0 TAX EXEMPTION
18.1 Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, inter-alia that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize the United Nations exemption from such taxes, duties or charges, the Contractor shall immediately consult with the UNDP to determine a mutually acceptable procedure.
18.2 Accordingly, the Contractor authorizes UNDP to deduct from the Contractor's invoice any amount representing such taxes, duties or charges, unless the Contractor has consulted with the UNDP before the payment thereof and the UNDP has, in each instance, specifically authorized the Contractor to pay such taxes, duties or charges under protest. In that event, the Contractor shall provide the UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

19.0 CHILD LABOUR

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

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

20.0 MINES:

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

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

21.0 OBSERVANCE OF THE LAW:
The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the terms of this Contract.
22.0 SEXUAL EXPLOITATION:

22.1 The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all appropriate measures to prohibit its employees or other persons engaged by it from, exchanging any money, goods, services, offers of employment or other things of value, for sexual favors or activities, or from engaging in any sexual activities that are exploitive or degrading to any person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle UNDP to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

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

23.0 AUTHORITY TO MODIFY:

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

To: The procuring entity

Dear Sir / Madam,
Having examined the RFP Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer RFP Topographic survey of the Site of the UNDP Main Compound located at Gama’a Avenue, house 7 Block 5, Khartoum Sudan. In conformity with the said bidding documents for the sum of as may be ascertained in accordance with the price schedule attached herewith and made part of this Bid.

We undertake, if our proposal is accepted, to deliver the services in accordance with the delivery schedule specified in the RFP documents.

We agree to abide by this Bid for period of [120] days from the RFP closing date, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

We remain,
Duly authorized to sign the Bid for and on behalf of:

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