

REQUEST FOR PROPOSALS

**Development of Long Term Agreement(s) for the Provision of Hydrological Software Solutions
for an Integrated Water Resources Management and Hydrological Early Warning System.: Ref
GP 600231**



United Nations Development Programme

August, 2016

Section 1. Letter of Invitation

Copenhagen
August 19, 2016

RFP GP 600231 Hydrological Software Solutions and Services

Dear Mr./Ms.: [indicate name]

The United Nations Development Programme (UNDP) hereby invites you to submit a Proposal to this Request for Proposal (RFP) for the above-referenced subject.

This RFP includes the following documents:

- Section 1 – This Letter of Invitation
- Section 2 – Instructions to Proposers (including Data Sheet)
- Section 3 – Terms of Reference
- Section 4 – Proposal Submission Form
- Section 5 – Documents Establishing the Eligibility and Qualifications of the Proposer
- Section 6 – Technical Proposal Form
- Section 7 – Financial Proposal Form
- Section 8 – Form for Proposal Security *[disregard, if not required as per Data Sheet]*
- Section 9 – Form for Performance Security *[disregard, if not required as per Data Sheet]*
- Section 10 – Form for Advanced Payment Guarantee *[disregard, if not required as per Data Sheet]*
- Section 11 – Contract for Professional Services, including General Terms and Conditions

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

You are kindly requested to submit an acknowledgment letter to UNDP to the following addresses:

United Nations Development Programme

Mettelena.herring@undp.org; Joaquin.albiach@undp.org

The letter should be received by UNDP no later than [insert: Close of Business, date]. The same letter should advise whether your company intends to submit a Proposal. If that is not the case, UNDP would appreciate your indicating the reason, for our records.

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

whom the invitation was forwarded.

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

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

Yours sincerely,

Mettelena Herring

Section 2: Instruction to Proposers¹

Definitions

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

¹ Note: this Section 2 - Instructions to Proposers shall not be modified in any way. Any necessary changes to address specific country and project information, shall be introduced only through the Data Sheet..

- m) *“Supplemental Information to the RFP”* refers to a written communication issued by UNDP to prospective Proposers containing clarifications, responses to queries received from prospective Proposers, or changes to be made in the RFP, at any time after the release of the RFP but before the deadline for the submission of Proposals.
- n) *“Terms of Reference”* (TOR) refers to the document included in this RFP as Section 3 which describes the objectives, scope of services, activities, tasks to be performed, respective responsibilities of the proposer, expected results and deliverables and other data pertinent to the performance of the range of duties and services expected of the successful proposer.

A. GENERAL

1. UNDP hereby solicits Proposals in response to this Request for Proposal (RFP). Proposers must strictly adhere to all the requirements of this RFP. No changes, substitutions or other alterations to the rules and provisions stipulated in this RFP may be made or assumed unless it is instructed or approved in writing by UNDP in the form of Supplemental Information to the RFP.
2. Submission of a Proposal shall be deemed as an acknowledgement by the Proposer that all obligations stipulated by this RFP will be met and, unless specified otherwise, the Proposer has read, understood and agreed to all the instructions in this RFP.
3. Any Proposal submitted will be regarded as an offer by the Proposer and does not constitute or imply the acceptance of any Proposal by UNDP. UNDP is under no obligation to award a contract to any Proposer as a result of this RFP.
4. UNDP implements a policy of zero tolerance on proscribed practices, including fraud, corruption, collusion, unethical practices, and obstruction. UNDP is committed to preventing, identifying and addressing all acts of fraud and corrupt practices against UNDP as well as third parties involved in UNDP activities. (See http://www.undp.org/content/dam/undp/library/corporate/Transparency/UNDP_Anti_Fraud_Policy_English_FINAL_june_2011.pdf and <http://www.undp.org/content/undp/en/home/operations/procurement/protestandsanctions/> for full description of the policies)
5. In responding to this RFP, UNDP requires all Proposers to conduct themselves in a professional, objective and impartial manner, and they must at all times hold UNDP’s interests paramount. Proposers must strictly avoid conflicts with other assignments or their own interests, and act without consideration for future work. All Proposers found to have a conflict of interest shall be disqualified. Without limitation on the generality of the above, Proposers, and any of their affiliates, shall be considered to have a conflict of interest with one or more parties in this solicitation process, if they:

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

cost analysis/estimation, and other documents to be used for the procurement of the goods and services in this selection process;

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

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

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

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

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

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

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

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

8. All Proposers must adhere to the UNDP Supplier Code of Conduct, which may be found at this link: http://www.un.org/depts/ptd/pdf/conduct_english.pdf

B. CONTENTS OF PROPOSAL

9. Sections of Proposal

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

- 9.1 Proposal Submission Cover Letter Form (see RFP Section 4);
- 9.2 Documents Establishing the Eligibility and Qualifications of the Proposer (see RFP Section 5);
- 9.3 Technical Proposal (see prescribed form in RFP Section 6);
- 9.4 Financial Proposal (see prescribed form in RFP Section 7);
- 9.5 Proposal Security, if applicable (if required and as stated in the **Data Sheet** (DS nos. 9-11), see prescribed Form in RFP Section 8);
- 9.6 Any attachments and/or appendices to the Proposal.

10. Clarification of Proposal

- 10.1 Proposers may request clarifications of any of the RFP documents no later than the date indicated in the **Data Sheet** (DS no. 16) prior to the proposal submission date. Any request for clarification must be sent in writing via courier or through electronic means to the UNDP address indicated in the **Data Sheet** (DS no. 17). UNDP will respond in writing, transmitted by electronic means and will transmit copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Proposers who have provided confirmation of their intention to submit a Proposal.
- 10.2 UNDP shall endeavor to provide such responses to clarifications in an expeditious manner, but any delay in such response shall not cause an obligation on the part of UNDP to extend the submission date of the Proposals, unless UNDP deems that such an extension is justified and necessary.

11. Amendment of Proposals

- 11.1 At any time prior to the deadline of Proposal submission, UNDP may for any reason, such as in response to a clarification requested by a Proposer, modify the RFP in the form of a Supplemental Information to the RFP. All prospective Proposers will be notified in writing of all changes/amendments and additional instructions through Supplemental Information to the RFP and through the method specified in the **Data Sheet** (DS No. 18).
- 11.2 In order to afford prospective Proposers reasonable time to consider the amendments in preparing their Proposals, UNDP may, at its discretion, extend the deadline for submission of Proposals, if the nature of the amendment to the RFP justifies such an extension.

C. PREPARATION OF PROPOSALS

12. Cost

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

13. Language

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

14. Proposal Submission Form

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

15. Technical Proposal Format and Content

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

- 15.1 Expertise of Firm/Organization – this section should provide details regarding management structure of the organization, organizational capability/resources, and experience of organization/firm, the list of projects/contracts (both completed and on-going, both domestic and international) which are related or similar in nature to the requirements of the RFP, and proof of financial stability and adequacy of resources to complete the services required by the RFP (see RFP clause 18 and DS No. 26 for further details). The same shall apply to any other entity participating in the RFP as a Joint Venture or Consortium.
- 15.2 Proposed Methodology, Approach and Implementation Plan – this section should demonstrate the Proposer's response to the Terms of Reference by identifying the specific components proposed, how the requirements shall be addressed, as specified, point by point; providing a detailed description of the essential performance characteristics proposed; identifying the works/portions of the work that will be subcontracted; and demonstrating how the proposed methodology meets or exceeds the specifications, while ensuring appropriateness of the approach to the local conditions and the rest of the project operating environment. This methodology must be laid out in an implementation timetable that is within the duration of the contract as specified in the **Data Sheet** (DS nos. 29 and 30).

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

- a) A statement of whether any import or export licences are required in respect of the goods to be purchased or services to be rendered, including any restrictions in the country of origin, use or dual use nature of the goods or services, including any disposition to end users; and
 - b) Confirmation that the Proposer has obtained license of this nature in the past, and have an expectation of obtaining all the necessary licenses, should their Proposal be rendered the most responsive.
- 15.3 Management Structure and Key Personnel – This section should include the comprehensive curriculum vitae (CVs) of key personnel that will be assigned to support the implementation of the proposed methodology, clearly defining the roles and responsibilities vis-à-vis the proposed methodology. CVs should establish competence and demonstrate qualifications in areas relevant to the TOR.

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

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

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

16. Financial Proposals

The Financial Proposal shall be prepared using the attached standard form (Section 7). It shall list all major cost components associated with the services, and the detailed breakdown of such costs. All outputs and activities described in the Technical Proposal must be priced separately on a one-to-one correspondence. Any output and activities described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, as well as in the final total price.

17. Currencies

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

- a) UNDP will convert the currency quoted in the Proposal into the UNDP preferred currency, in accordance with the prevailing UN operational rate of exchange on the last day of submission of Proposals; and
- b) In the event that the proposal found to be the most responsive to the RFP requirement is quoted in another currency different from the preferred currency as per **Data Sheet** (DS no. 15), then UNDP shall reserve the right to award the contract in the currency of UNDP's preference, using the conversion method specified above.

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

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

18. Documents Establishing the Eligibility and Qualifications of the Proposer

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

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

19. Joint Venture, Consortium or Association

If the Proposer is a group of legal entities that will form or have formed a joint venture, consortium or association at the time of the submission of the Proposal, they shall confirm in their Proposal that : (i) they have designated one party to act as a lead entity, duly vested with authority to legally bind the members of the joint venture jointly and severally, and this shall be duly evidenced by a duly notarized Agreement among the legal entities, which shall be submitted along with the Proposal; and (ii) if they are awarded the contract, the contract shall be entered into, by and between UNDP and the designated lead entity, who shall be acting for and on behalf of all the member entities comprising the joint venture.

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

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

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

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

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

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

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

20. Alternative Proposals

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

21. Validity Period

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

In exceptional circumstances, prior to the expiration of the proposal validity period, UNDP may request Proposers to extend the period of validity of their Proposals. The request and the responses shall be made in writing, and shall be considered integral to the Proposal.

22. Proposer's Conference

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

Conference, or issued/posted as an amendment in the form of a Supplemental Information to the RFP.

D. SUBMISSION AND OPENING OF PROPOSALS

23. Submission

- 23.1 The Financial Proposal and the Technical Proposal Envelopes MUST BE COMPLETELY SEPARATE and each of them must be submitted sealed individually and clearly marked on the outside as either “TECHNICAL PROPOSAL” or “FINANCIAL PROPOSAL”, as appropriate. Each envelope MUST clearly indicate the name of the Proposer. The outer envelopes shall bear the address of UNDP as specified in the **Data Sheet** (DS no.20) and shall include the Proposer’s name and address, as well as a warning that state “*not to be opened before the time and date for proposal opening*” as specified in the **Data Sheet** (DS no. 24). The Proposer shall assume the responsibility for the misplacement or premature opening of Proposals due to improper sealing and labeling by the Proposer.
- 23.2 Proposers must submit their Proposals in the manner specified in the **Data Sheet** (DS nos. 22 and 23). When the Proposals are expected to be in transit for more than 24 hours, the Proposer must ensure that sufficient lead time has been provided in order to comply with UNDP’s deadline for submission. UNDP shall indicate for its record that the official date and time of receiving the Proposal is the actual date and time when the said Proposal has physically arrived at the UNDP premises indicated in the **Data Sheet** (DS no. 20).
- 23.3 Proposers submitting Proposals by mail or by hand shall enclose the original and each copy of the Proposal, in separate sealed envelopes, duly marking each of the envelopes as “Original Proposal” and “Copy of Proposal” as appropriate. The 2 envelopes shall then be sealed in an outer envelope. The number of copies required shall be as specified in the **Data Sheet** (DS No. 19). In the event of any discrepancy between the contents of the “Original Proposal” and the “Copy of Proposal”, the contents of the original shall govern. The original version of the Proposal shall be signed or initialed by the Proposer or person(s) duly authorized to commit the Proposer on every page. The authorization shall be communicated through a document evidencing such authorization issued by the highest official of the firm, or a Power of Attorney, accompanying the Proposal.
- 23.4 Proposers must be aware that the mere act of submission of a Proposal, in and of itself, implies that the Proposer accepts the General Contract Terms and Conditions of UNDP as attached hereto as Section 11.

24. Deadline for Submission of Proposals and Late Proposals

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

UNDP shall not consider any Proposal that arrives after the deadline for submission of Proposals. Any Proposal received by UNDP after the deadline for submission of Proposals shall be declared

late, rejected, and returned unopened to the Proposer.

25. Withdrawal, Substitution, and Modification of Proposals

- 25.1 Proposers are expected to have sole responsibility for taking steps to carefully examine in detail the full consistency of its Proposals to the requirements of the RFP, keeping in mind that material deficiencies in providing information requested by UNDP, or lack clarity in the description of services to be provided, may result in the rejection of the Proposal. The Proposer shall assume the responsibility regarding erroneous interpretations or conclusions made by the Proposer in the course of understanding the RFP out of the set of information furnished by UNDP.
- 25.2 A Proposer may withdraw, substitute or modify its Proposal after it has been submitted by sending a written notice in accordance with Clause 23.1, duly signed by an authorized representative, and shall include a copy of the authorization (or a Power of Attorney). The corresponding substitution or modification of the Proposal must accompany the respective written notice. All notices must be received by UNDP prior to the deadline for submission and submitted in accordance with RFP Clause 23.1 (except that withdrawal notices do not require copies). The respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," or "MODIFICATION".
- 25.3 Proposals requested to be withdrawn shall be returned unopened to the Proposers.
- 25.4 No Proposal may be withdrawn, substituted, or modified in the interval between the deadline for submission of Proposals and the expiration of the period of proposal validity specified by the Proposer on the Proposal Submission Form or any extension thereof.

26. Proposal Opening

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

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

27. Confidentiality

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

Any effort by a Proposer to influence UNDP in the examination, evaluation and comparison of the Proposals or contract award decisions may, at UNDP's decision, result in the rejection of its Proposal.

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

E. EVALUATION OF PROPOSALS

28. Preliminary Examination of Proposals

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

29. Evaluation of Proposals

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

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

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

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

<u>Rating the Technical Proposal (TP):</u>
--

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

Rating the Financial Proposal (FP):

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

Total Combined Score:

(TP Rating) x (Weight of TP, e.g. 70%)

+ (FP Rating) x (Weight of FP, e.g., 30%)

Total Combined and Final Rating of the Proposal

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

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

30. Clarification of Proposals

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

UNDP's request for clarification and the response shall be in writing. Notwithstanding the written communication, no change in the prices or substance of the Proposal shall be sought, offered, or permitted, except to provide clarification, and confirm the correction of any arithmetic errors discovered by UNDP in the evaluation of the Proposals, in accordance with RFP Clause 32.

Any unsolicited clarification submitted by a Proposer in respect to its Proposal, which is not a response to a request by UNDP, shall not be considered during the review and evaluation of the Proposals.

31. Responsiveness of Proposal

UNDP's determination of a Proposal's responsiveness will be based on the contents of the Proposal itself.

A substantially responsive Proposal is one that conforms to all the terms, conditions, TOR and other requirements of the RFP without material deviation, reservation, or omission.

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

32. Nonconformities, Reparable Errors and Omissions

Provided that a Proposal is substantially responsive, UNDP may waive any non-conformities or omissions in the Proposal that, in the opinion of UNDP, do not constitute a material deviation.

Provided that a Proposal is substantially responsive, UNDP may request the Proposer to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Proposal related to documentation requirements. Such omission shall not be related to any aspect of the price of the Proposal. Failure of the Proposer to comply with the request may result in the rejection of its Proposal.

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

- a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of UNDP there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;*
- b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and*
- c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to the above.*

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

F. AWARD OF CONTRACT

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

UNDP reserves the right to accept or reject any Proposal, to render any or all of the Proposals as non-responsive, and to reject all Proposals at any time prior to award of contract, without incurring any liability, or obligation to inform the affected Proposer(s) of the grounds for UNDP's action. Furthermore, UNDP shall not be obliged to award the contract to the lowest price offer.

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

34. Award Criteria

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

35. Right to Vary Requirements at the Time of Award

At the time of award of Contract, UNDP reserves the right to vary the quantity of services and/or goods, by up to a maximum twenty five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.

36. Contract Signature

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

Failure of the successful Proposer to comply with the requirement of RFP Clause 35 and this provision shall constitute sufficient grounds for the annulment of the award, and forfeiture of the Proposal Security if any, and on which event, UNDP may award the Contract to the Proposer with the second highest rated Proposal, or call for new Proposals.

37. Performance Security

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

38. Bank Guarantee for Advanced Payment

Except when the interests of UNDP so require, it is the UNDP's preference to make no advanced payment(s) on contracts (i.e., payments without having received any outputs). In the event that

the Proposer requires an advanced payment upon contract signature, and if such request is duly accepted by UNDP, and the said advanced payment exceeds 20% of the total proposal price, or exceed the amount of USD 30,000, UNDP shall require the Proposer to submit a Bank Guarantee in the same amount as the advanced payment. A bank guarantee for advanced payment shall be furnished in the form provided in Section 10.

39. Vendor Protest

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

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

Instructions to Proposers

DATA SHEET

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

DS No. ²	Cross Ref. to Instructions	Data	Specific Instructions / Requirements
1		Project Title:	Development of Long Term Agreement(s) for the Provision of Hydrological Software Solutions for an Integrated Water Resources Management and Hydrological Early Warning System.: Ref GP 600231
2		Title of Services/Work:	Ref GP 600231
3		Country / Region of Work Location:	Global LTAs
4	C.13	Language of the Proposal:	<input checked="" type="checkbox"/> English <input type="checkbox"/> French <input type="checkbox"/> Spanish <input type="checkbox"/> Others (pls. specify) _____
5	C.20	Conditions for Submitting Proposals for Parts or sub-parts of the TOR	<input type="checkbox"/> Allowed <i>[if yes, describe how, and ensure that requirements properly define the sub-parts]</i> <input checked="" type="checkbox"/> Not allowed
6	C.20	Conditions for Submitting Alternative Proposals	<input checked="" type="checkbox"/> Shall not be considered <input type="checkbox"/> Shall be considered. A proposer may submit an alternative proposal, but only if it also submits a proposal that meets the base case. UNDP shall only consider the alternative proposals offered by the Proposer whose proposal for the base case was determined to be the proposal with the highest evaluated score.

² All DS number entries in the Data Sheet are cited as reference in the Instructions to Proposers. All DS nos. corresponding to a Data must not be modified. Only information on the 3rd column may be modified by the user. If the information does not apply, the 3rd column must state "N/A" but must not be deleted.

7	C.22	A pre-proposal conference will be held on:	n/a
8	C.21	Period of Proposal Validity commencing on the submission date	<input type="checkbox"/> 60 days <input type="checkbox"/> 90 days <input checked="" type="checkbox"/> 120 days
9	B.9.5 C.15.4 b)	Proposal Security	<input type="checkbox"/> Required Amount: Click here to enter text. Form: Click here to enter text. <input checked="" type="checkbox"/> Not Required
10	B.9.5	Acceptable forms of Proposal Security	na
11	B.9.5 C.15.4 a)	Validity of Proposal Security	na
12		Advanced Payment upon signing of contract	<input checked="" type="checkbox"/> Not allowed
13		Liquidated Damages	na
14	F.37	Performance Security	<input type="checkbox"/> Required Amount: _____ Form: _____ <input checked="" type="checkbox"/> Not Required
15	C.17, C.17 b)	Preferred Currency of Proposal and Method for Currency conversion	<input checked="" type="checkbox"/> United States Dollars (US\$) <input type="checkbox"/> Euro <input type="checkbox"/> Local Currency
16	B.10.1	Deadline for submitting requests for clarifications/questions	<u>10 working days</u> before the submission date.
17	B.10.1	Contact Details for submitting clarifications/questions	Focal Person in UNDP: Mettelena.herring@undp.org and Joaquin.albiach@undp.org

18	B.11.1	Manner of Disseminating Supplemental Information to the RFP and responses/clarifications to queries	<input checked="" type="checkbox"/> Direct communication to prospective Proposers by email, and Posting on the website http://procurement-notices.undp.org/ and www.ungm.org
19	D.23.3	No. of copies of Proposal that must be submitted [if transmitted by courier]	n/a
20	D.23.1 D.23.2 D.24	Proposal Submission Physical Address	<u>n/a</u>
21	C.21 D.24	Deadline of Submission	<u>Date and Time: 20 September, 2016, 17.00 hours, Copenhagen time.</u>
22	D.23.2	Allowable Manner of Submitting Proposals	<input checked="" type="checkbox"/> Electronic submission of Bid
23	D.23.2 D.26	Conditions and Procedures for electronic submission and opening, if allowed	<input checked="" type="checkbox"/> Official Address for e-submission: psb.bidtender@undp.org <input checked="" type="checkbox"/> Free from virus and corrupted files <input checked="" type="checkbox"/> Format: PDF files only <input checked="" type="checkbox"/> Max. File Size per transmission: 5 MB <input checked="" type="checkbox"/> Mandatory subject of email: RFP GP 600231
24	D.23.1	Date, time and venue for opening of Proposals	There will be no public opening of the proposals.
25	E.29.2 E.29.3 F.34	Evaluation method to be used in selecting the most responsive Proposal	<input checked="" type="checkbox"/> Lowest financial offer of technically qualified Proposals (i.e., offers that are rated 70% and above) – pls see evaluation methodology below on p. 25
26	C.15.1	Required Documents that must be Submitted to Establish Qualification of Proposers (In “Certified True Copy” form only)	<input checked="" type="checkbox"/> Proposal Submission Form <input checked="" type="checkbox"/> Complete Technical Proposal <input checked="" type="checkbox"/> Complete Financial Proposal <input checked="" type="checkbox"/> Company Profile, which should <u>not</u> exceed fifteen (15) pages, including printed brochures and product catalogues relevant to the goods/services being procured;

			<p><input checked="" type="checkbox"/> Certificate of Registration of the business, including Articles of Incorporation, or equivalent document if Bidder is not a corporation;</p> <p><input checked="" type="checkbox"/> Quality Certificate (e.g., ISO, etc.) and/or other similar certificates, accreditations, awards and citations received by the Bidder, if any;</p> <p><input checked="" type="checkbox"/> Environmental Compliance Certificates, Accreditations, Markings/Labels, and other evidences of the Bidder's practices which contributes to the ecological sustainability and reduction of adverse environmental impact (e.g., use of non-toxic substances, recycled raw materials, energy-efficient equipment, reduced carbon emission, etc.), either in its business practices or in the goods it manufactures;</p> <p><input checked="" type="checkbox"/> Patent Registration Certificates, if any of technologies submitted in the Bid is patented by the Bidder;</p> <p><input checked="" type="checkbox"/> Certification or authorization to act as Agent in behalf of the Manufacturer, or Power of Attorney, if bidder is not a manufacturer;</p> <p><input checked="" type="checkbox"/> <u>Financial soundness:</u> Bidders shall provide documentary evidence, preferably in the form of latest available audited financial accounts proving that the total average annual turnover over each of the last two years exceeded the amount of U\$ 500,000;</p> <p><input checked="" type="checkbox"/> Statement of Satisfactory Performance from the Top 3 Clients in terms of Contract Value the past 3 years;</p> <p><input checked="" type="checkbox"/> <u>Previous experience:</u> Documentary evidence of a minimum of <u>3 purchase orders / contracts</u> awarded and served <u>within the past 3 years</u> proving relevant <u>international experience</u> in supplying the items/services offered in response to this RFP and/or items of similar nature and purpose. At least one of the purchase orders / contracts shall be of an amount above U\$ 100,000. Each purchase order / contract shall clearly indicate the type and quantities of items and technical specifications, contract amount, date, and customer's current contact details for references to be sought. (Please refer to section 5, point 15);</p>
--	--	--	---

27		Other documents that may be Submitted to Establish Eligibility	<input checked="" type="checkbox"/> Confirmation of non-inclusion of the bidder in the in UN's Consolidated List of Individuals and Entities with Association to Terrorist Organizations, in the List of Vendors Suspended or Removed from the UN Secretariat Procurement Division Vendor Roster, the UN Ineligibility List and in the list of vendors sanctioned by UNDP.
28	C.15	<i>Structure of the Technical Proposal (only if different from the provision of Section 12)</i>	<i>na</i>
29	C.15.2	Latest Expected date for commencement of Contract	<i>na</i>
30	C.15.2	Expected duration of contract (Target Commencement Date and Completion Date)	3 years (Long Term Agreements)
31		UNDP will award the contract to:	<input type="checkbox"/> One Proposer only <input checked="" type="checkbox"/> One or more Proposers
32	E.29.2 F.34	Criteria for the Award of Contract and Evaluation of Proposals	<p>A preliminary evaluation will be conducted ensuring bidders have submitted all necessary documentation. ONLY bidders who pass the preliminary evaluation requirements will be considered for the technical scoring process.</p> <p>Offerors will have to score a minimum of 700/1000 points (70%) in order to be considered for financial evaluation.</p> <p>For the financial evaluation, all items' pricing will be evaluated based on a case scenario for Uganda, given in Section C, prices will be factored as per tables in Section 7: Price Schedule Form in order to consider applicable quantity/volume price reductions / discounts.</p> <p>In principle, UNDP intends to award Long Term Agreements to the technically compliant least expensive offers. It is envisaged that LTAs will be awarded to 1 offeror, however UNDP reserves the right to award to more than 1 offeror.</p>
33	E.29.4	Post-Qualification Actions	<input checked="" type="checkbox"/> Verification of accuracy, correctness and authenticity of the information provided by the bidder on the legal, technical and financial documents submitted; <input checked="" type="checkbox"/> Validation of extent of compliance to the ITB requirements and evaluation criteria based on what has so far been found by the evaluation team;

			<input checked="" type="checkbox"/> Inquiry and reference checking with Government entities with jurisdiction on the bidder, or any other entity that may have done business with the bidder; <input checked="" type="checkbox"/> Inquiry and reference checking with other previous clients on the quality of performance on ongoing or previous contracts completed;
34		Conditions for Determining Contract Effectivity	<i>na</i>
35		Other Information Related to the RFP	<i>na</i>

Technical Proposal Evaluation Method, Criteria and Matrices:

- The evaluation of proposals will be conducted based on a lowest priced technically compliant modality.
- The evaluation team will conduct a pass/fail preliminary compliance evaluation where bidders have to pass all components in order to be technically scored – this will be based on all necessary documentation as described above in DS 26, and according to Table 1 Below.
- The next evaluation stage includes technical scoring of bidders’ technical proposals. The maximum obtainable score is 1000 points, please refer to Table 2 below.
- Proposals that do not receive a minimum of 700 points (70%) will be deemed technical non-compliant and not be considered for further financial evaluation.
- Proposal whose technical score achieve a minimum of 70% will proceed to the financial evaluation stage.
- Contracts will be awarded to the lowest priced offer(s).

Table 1: Preliminary Evaluation Compliance Table	Comply/ Does Not Comply
Has the Bidder provided all completed sections for their offer including the Bid Proposal Form, a full Technical Proposal, a Financial Offer;	
Has the Bidder provided a Company Profile, including printed brochures and product catalogues relevant to the goods/services being procured;	
Has the Bidder provided a Certificate of Registration of the business, including Articles of Incorporation, or equivalent document if Bidder is not a corporation;	

Has the Bidder provided the following certification requirements	Quality Certificate (e.g., ISO, etc.) and/or other similar certificates, accreditations, awards and citations received by the Bidder, if any;	
	Environmental Compliance Certificates, Accreditations, Markings/Labels, and other evidences of the Bidder's practices which contributes to the ecological sustainability and reduction of adverse environmental impact (e.g., use of non-toxic substances, recycled raw materials, energy-efficient equipment, reduced carbon emission, etc.), either in its business practices or in the goods it manufactures;	
Has the Bidder provided Patent Registration Certificates, if any of technologies submitted in the Bid is patented by the Bidder;		
Has the Bidder provided Certification or authorization to act as Agent in behalf of the Manufacturer, or Power of Attorney, if bidder is not a manufacturer;		
Bidders shall provide documentary evidence, preferably in the form of latest available audited financial accounts proving that the total average annual turnover over each of the last two years exceeded the amount of U\$ 500,000;		
Statement of Satisfactory Performance from the Top 3 Clients in terms of Contract Value the past 3 years;		
Documentary evidence of a minimum of 3 purchase orders / contracts awarded and served within the past 3 years proving relevant international experience in supplying the items/services offered in response to this RFP and/or items of similar nature and purpose. At least one of the purchase orders / contracts shall be of an amount above U\$ 100,000. Each purchase order / contract shall clearly indicate the type and quantities of items and technical specifications, contract amount, date, and customer's current contact details for references to be sought.		
Confirmation of non-inclusion of the bidder in the in UN's Consolidated List of Individuals and Entities with Association to Terrorist Organizations, in the List of Vendors Suspended or Removed from the UN Secretariat Procurement Division Vendor Roster, the UN Ineligibility List and in the list of vendors sanctioned by UNDP.		
Does the Bidder comply with all the above?		

Table 2: Summary of Technical Proposal Evaluation Forms		Score Weight	Points Obtainable
1.	Expertise of Firm / Organization	30%	300
2.	Proposed Methodology, Approach and Implementation Plan	50%	500
3.	Management Structure and Key Personnel	20%	200
	Total		1000

Technical Proposal Evaluation Form 1			Points obtainable
	Expertise of the Firm/Organization		
1.1	General Reputation of Organization and Staff / Credibility/ Reliability/ Industry Standing		30
1.2	General Organizational Capability and Past Experience which is likely to affect implementation		60
	- Financial stability and project financing capacity	20	
	- Age/size of the firm (no of years in area of software requested)	20	
	- Project management controls and strength of project management support	20	
1.3	Extent to which any work would be subcontracted (subcontracting carries additional risks which may affect project implementation, but properly done it offers a chance to access specialised skills.) No sub-contracting (20 points) Partial sub-contracting (10 points) Full scope of work/ services sub-contracted (0 points)		20 (max)
1.4	Quality assurance procedures: Is there a clear plan for ensuring quality of the system and data, as well as other system requirements? Are warranty requirements met?	15 15	30
1.5	Relevance of: - Specialised knowledge in provision of software solutions - Experience in similar programme / projects - Experience in projects in the Region - Work for UNDP/ major multilateral/ or bilateral programmes	40 40 40 40	160
Total Part 1			300

Technical Proposal Evaluation Form 2			Points Obtainable
Proposed Methodology, Approach and Implementation Plan			
2.1	To what degree does the Proposer understand the task?		50
2.2	Have the important aspects of the task been addressed in sufficient detail? Section A components: 1. Data flow organizer module 2. Quality Assessment and Control (QA/QC) module 3. Satellite altimetry water level monitoring module 4. Satellite soil moisture and/or evapotranspiration monitoring module 5. Catchment hydrology module 6. Water resources allocation planning module 7. Flood advisories, watches and warnings module 8. Drought monitoring and forecasting Module 9. Hydrological data display, visualization Module 10. Data access module Section B components (Services) 1. System design and implementation services 2. System operation, upgrade and maintenance services	20 20 20 20 20 20 20 20 20 30 20 30	260
2.3	Are the different components of the project adequately weighted relative to one another?		30
2.4	Is the proposal based on a survey of the project environment and was this data input properly used in the preparation of the proposal?		40
2.5	Is the conceptual framework adopted appropriate for the task?		40
2.6	Is the scope of task well defined and does it correspond to the TOR?		40
2.7	Is the presentation clear and is the sequence of activities and the planning logical, realistic and promise efficient implementation to the project?		40
Total Part 2			500

Technical Proposal Evaluation Form 3			Points Obtainable
Management Structure and Key Personnel			
3.1	Task Manager		90
		Sub-Score	
	General Qualification		80
	Suitability for the Project		
	- International Experience	15	
	- Training Experience	10	
	- Professional Experience in the area of specialisation	35	
	- Knowledge of the region	20	
	- Language Qualifications	10	
		90	

3.2	Senior Expert		80
		Sub-Score	
	General Qualification	70	
	Suitability for the Project		
	- International Experience	10	
	- Training Experience	10	
	- Professional Experience in the area of specialisation	35	
	- Knowledge of the region	15	
	- Language Qualifications	10	
		80	
3.3	Junior Expert		30
		Sub-Score	
	General Qualification	25	
	Suitability for the Project		
	- International Experience	10	
	- Training Experience	5	
	- Professional Experience in the area of specialisation	5	
	- Knowledge of the region	5	
	- Language Qualification	5	
		30	
Total Part 3			200

Section 3: Terms of Reference (TOR)

A. PROJECT TITLE

Provision of Hydrological Equipment and Services for an Integrated Water Resources Management and Hydrological Early Warning System.

B. PROJECT BACKGROUND

Climate stresses and low adaptive capacity are increasing Africa's vulnerability to climate change. Climate related shocks to the economy, vulnerable populations, ecosystems and infrastructure threaten development goals and poverty alleviation strategies. The ability of decision-makers to understand and communicate the likely impacts of climate change is of critical importance in adapting development plans to new climate realities. However, the lack of access to reliable climate information and the lack of capacity of disseminating it prove to be significant obstacles in allowing governments and populations to develop the correct tools to address the changes that will be brought on as a result of climate change.

The "Multi Country Programme to Strengthen Climate Information for Resilient Development and Adaptation to Climate Change in Africa" (CIRDA) enables vulnerable countries in Africa to strengthen national climate information systems as well as to benefit from regional coordination and draw upon a platform of knowledge management.

The CIRDA Programme coordinates among different stakeholders needs and capacities in collecting, generating, analysing and disseminating relevant climate information. It also provides capacity building on: meteorological, climate and hydrological observing and forecasting systems, disaster risk management and viable communication systems/processes for disseminating alerts, and the use of alternative cost-effective technologies. The Programme provides special consideration on reaching end user populations such as farmers as well as strategies to engage with the private sector as a service provider and as an end user of climate information.

The Multi Country Programme is being implemented by UNDP with funding from the Global Environment Facility (GEF) Least Developed Country Fund (LDCF) and is an example of the concrete actions that the UN is taking to reduce the impacts of climate change in all development sectors.

UNDP intends to establish Long Term Agreements (LTAs) with 1 or more proposers in order to provide a Software System and Services for a National Meteorological and Hydrological Service Integrated Water Resources Management System (NMHS IWRMS) that will deliver reliable and accurate data about current, near-term, and medium-term hydrological conditions for the Requestor.

The LTAs will include both Equipment and Services and will therefore incorporate Service Level Agreements (SLAs).

If multiple LTAs are established, a procurement process of secondary bidding between the LTA holders will be followed at the time of actual requests.

Secondary bidding will include the following steps:

1. UNDP will provide LTA-holders with the basic set of requirements received from National

Counterparts (via UNDP Country Offices)

2. Vendors will review requirements and initiate the potential project.
3. Dialogue to validate and clarify requirements.
4. Vendors will provide initial design and offer in consideration of the ceiling price established in the LTA.
5. UNDP will evaluate and validate offers and identify the most technically sound, least expensive offer.
6. UNDP will award the Purchase Order to the vendor.

Price evaluation is based upon total costs: total price for all requested goods and services, and freight charges.

Section A: SOFTWARE

1. Integrated Water Resources Management System (IWRMS)

A software solution, which can receive data from the Surface Water Monitoring System (in-situ data and satellite data), the Groundwater Monitoring System (in-situ data and satellite data), and other pre-existing meteorological (notably in-situ measurements and/or satellite derived estimates of rainfall) and hydrological data sources (both analogue and digital), as well as other regional and international weather and climate data streams, and satellite data for the monitoring of surface water levels in major rivers, lakes and dams, and the monitoring of soil moisture and/or evapotranspiration. The IWRMS should provide the functionality to derive surface water levels in major rivers, lakes and dams from satellite altimetry data, as well as the functionality to estimate soil moisture and/or evapotranspiration from satellite data.

It should also be capable of receiving (both analogue and digital) data of water abstraction gauges, installed at users of water resources across the requesting country/region. With the Integrated Water Resources Management System, the NMHS in the requesting country should be capable of integrating all available data for optimal management of the country's water resources. The system should give the NMHS the capability to monitor and forecast riverine floods, to monitor agricultural droughts, to monitor and forecast hydrological droughts, and to do water allocation planning across the requesting country/region. The latter component should include a module for charging water users for their abstraction.

The Integrated Water Resources Management System should be offered both as a cloud-based system, with the possibility of using a local server for backup, and as a server-based system, with the possibility of using the cloud for backups.

The Integrated Water Resources Management System shall comprise the following components:

1. Data flow organizer module
2. Quality Assessment and Control (QA/QC) module
3. Satellite altimetry water level monitoring module
4. Satellite soil moisture and/or evapotranspiration monitoring module
5. Catchment hydrology module
6. Water resources allocation planning module
7. Flood advisories, watches and warnings module
8. Drought monitoring and forecasting module

9. Hydrological data display, visualization module
10. Data access module

1.1 Data Flow Organizer Module

A software solution for data acquisition and management of real-time data flows from hydrologic observing networks, real-time data from other/external sources (e.g. meteorological data sources), satellite data, other data products (e.g. data received from observers through e.g. smartphone applications).

1.2 QA/QC Module

A software solution that performs quality assessment and control on all incoming data flows. There should be a 5 year guarantee that software is maintained/ kept up-to-date.
For any necessary hardware, a 5 year warrantee is required.

1.3 Satellite altimetry water level monitoring module

A software solution that allows the calculation of water levels for major rivers, dams and lakes from satellite altimetry data, increasing the monitoring capacity of the NMHS without the need for the NHMS to add in-situ water level monitoring stations.

1.4 Satellite soil moisture and/or evapotranspiration

A software solution that calculates either soil moisture or evapotranspiration data from satellite data, to combine with observations from automatic ground water level monitoring stations, for the monitoring and forecasting of droughts.

1.5 Catchment Hydrology module

A software solution that allows the monitoring of water resources at catchment scale, including the integration of hydrological processes (notably the interaction between rainfall, surface water resources, ground water), through the processing and analysis of available data. This should also include the conversion from river level into streamflow data. Through this module, the user should get an accurate insight in, and understanding of, the available water resources.

1.6 Water Resources Allocation Planning module

A software solution that can receive data from the Integrated Water Resources Management System, combine these with data on abstraction of water by water users, provide an overview of these abstractions and the impact thereof on the water budget, and that can be used to generate an invoicing structure to water users, based on their water use.

1.7 Flood advisories, watches and warnings module

A software solution that, based on the available data on river levels or river streamflow, and on the available weather forecasts, can provide flood advisories, watches and warnings at different timescales.

1.8 Drought monitoring and forecasting module

A software solution that, based on the available data on river streamflow, ground water levels, soil moisture and/or evapotranspiration, can monitor droughts and provide forecasts for droughts.

1.9 Hydrological Data Display and Visualization Module.

A web browser-based hydrological observed data and forecast visualization tool that can receive information from the Integrated Water Resources Management System, the Surface Water Monitoring

System, the Groundwater Monitoring System, the Riverine Flood Warning and Alert System, the Agricultural Drought Monitoring System, the Hydrologic Drought Monitoring and Alert System, as well as other data sources such as meteorological data or satellite data, and enable alert customization and display at the NMHS and/or other national agencies.

1.10 Data Access Module

An Application Programming Interface (API) solution, through which all data and information stored in the IWRMS can be accessed.

Section B: PROFESSIONAL SERVICES

The NMHS EWS also requires suppliers of the above systems to provide an array of additional professional services in order to ensure their proper implementation, operation, maintenance, and the development of NMHS capacity over the contract period. These professional services are defined in the following two sections:

1. Integrated Water Resources Management System Design and Implementation Services.

In coordination with the NMHS and/or its infrastructure partner(s), the IWRMS supplier will execute and manage the final system design and implementation, as well as provide initial operator and maintainer training on the IWRMS system to NMHS staff and/or its infrastructure partner(s) prior to final acceptance.

2. IWRMS Operation, Upgrade and Maintenance Services.

In coordination with the NMHS and/or its infrastructure partner(s), the IWRMS supplier will provide the ongoing services required to ensure that reliable and accurate information products continue to be generated throughout the contract period, to include communication services, annual software updates and annual review and update training for operators and maintainers.

C. TECHNICAL SPECIFICATIONS

N.B. For the purpose of aligning bidders' proposals, kindly note that a case scenario is used to present a specific case. Bidders should develop their technical and financial proposals based on the case scenario presented below.

Case scenario:

Country:

Uganda

Agency responsible:

Directorate of Water Resources Management, Ministry of Water and Environment (DWRM/MWE)

Country statistics:

- Surface area of 241,500 km²
- 15% open water, 3% permanent wetlands, 9.5% seasonal wetlands
- Major rivers flowing into several lakes
- Rainfall varies between 600 mm in the arid north, and 2500 mm on the shores of Lake Victoria
- Several trans-boundary catchments
- Natural hazards that affect Uganda include floods, flash floods, landslides and droughts

Water Resources Management:

Uganda is divided in 4 water management zones (WMZ's):

- Victoria Water Management Zone (All catchments discharging into Lake Victoria, and the Ugandan part of Lake Victoria)
- Kyoga Water Management Zone (catchments downstream of Lake Victoria, discharging into Lake Kyoga)
- Albert Water Management Zone (catchments discharging into Lake Edward and Lake George, and catchments discharging into Lake Albert)
- Upper Nile Water Management Zone (The Aswa basin, discharging into the Albert Nile towards the Sudanese border; the catchments flowing into the Albert Nile within Uganda, and the Kidepo basin in northwestern Uganda)

Each of these WMZ's acts independently, reporting to the DWRM/MWE. Each WMZ requires its own IWRMS. Data and information generated by the IWRMS in each WMZ needs to be freely accessible by the other WMZ's, through their own IWRMS.

Observation infrastructure:

- Network of 20 automatic water level stations installed, with data available in real-time, plus an additional 100 manual water level stations (analogue data collection, data not available in real-time). Water level data is located on local servers.

- The meteorological observation infrastructure includes 20 automatic weather stations, data of which are available (in real-time) through the Uganda National Meteorological Authority. Data include rainfall, temperature, humidity, incoming solar radiation and windspeed & direction. Furthermore, a lightning detection system provides real-time information on rainfall intensities, data of which are also available in real-time. Additional meteorological stations are available, but these are manual, with no real-time data available. All meteorological data can be accessed via an API.

Challenges and opportunities:

- DWRM/MWE is responsible for issuing flood and drought forecasts.
- DWRM/MWE is responsible for water allocation planning.
- The lack of integration of meteorological and hydrological data limits the IWRM capacity of DWRM/MWE
- Currently, only data on river levels are being collected, without any streamflow modelling and forecasting taking place. Consequently, any forecasts provided by DWRM/MWE are solely based on river level data, and consequently, if flood warnings are issued at all, the lead times for these warnings are short.
- Ideally, abstraction should be known, and water resource managers should be able to regulate these. However, few water users have abstraction gauges, and those that have them have analogue gauges.
- DWRM/MWE Observers can have access to Android® smart phones, equipped with GPS.
- The Office of the Prime Minister is responsible for issuing severe weather warnings (notably flood and drought warnings). They should have the possibility to retrieve hydrological data from the IWRMS, through the IWRMS API, for their early warning systems. Likewise, third parties should be able to access the API, with access regulated by WRMA.

The proposer shall propose an IWRMS system, adapted to the Uganda case scenario.

DETAILED TECHNICAL SPECIFICATIONS FOR COMPONENTS OF THE SYSTEM:

A. SOFTWARE

A.1 Integrated Water Resources Management System (IWRMS)

An IWRMS software solution to manage hydrological and supporting data flows, to model river flow, to support integrated water resources management, and to provide flood early warnings and drought early

warnings. The IWRMS software solution should be offered both as a cloud-based system (with the possibility of using a local server for backups) and as a server-based system (with cloud-based backup solution). Data should be accessible through an Application Programming Interface (API), with external access controlled/regulated by the NMHS.

1. Managing data flows

1.1 Hydrological Data Acquisition, Management and Processing System

The IWRMS should be capable of receiving data from all automatic surface- and ground water level stations and other data sources (e.g. data from the meteorological observation network, satellite data, weather forecasts), received from dedicated local or remote servers or cloud-based data management platforms, or from the corresponding source for e.g. satellite data and other hydrometeorological data or information products that are not locally available (i.e. through ftp, http, etc.).

1.1 Workflow organizer

The IWRMS has to be able to act as a data and workflow organizer, organizing and storing hydrological and meteorological data and information, and facilitating the processing of these data and information products.

1.2 Formats

The IWRMS should be able to handle a wide variety of hydrological data formats which are currently in use (e.g. WaterML2, or any of the WMO and/or NESDIS supported data formats). Furthermore, the software should be able to handle common satellite data formats (e.g. HDF5) and common meteorological data formats (e.g. NetCDF). The IWRMS should be capable of exporting data in spreadsheet or text formats.

1.3 API access to meteorological data sources

The IWRMS should be able to access meteorological data and information through an API. The IWRMS has to be able to access data through API's provided by third party Meteorological Systems and Data suppliers.

1.4 Access to common meteorological and earth observation satellite data sources

The IWRMS should be able to access, store and analyse existing meteorological data (e.g. forecasts, Global Transmission System data) and earth observation satellite data (e.g. Meteosat Second Generation), either from dedicated servers (operated by e.g. the national meteorological service) or cloud-based data storage platforms, from the GEONETCast (EUMETCast) system, and the satellite altimetry data described in the below (section A.3).

1.5 Integrating analogue work-flows

The software should offer the possibility of entering and digitizing analogue data from existing manual stations, via a dedicated input module to enter manually collected analogue data. Furthermore, mobile data collection solutions have to be supported, which could replace existing manual data collection solutions.

1.6 Data storage and back-ups

1.6.1. The IWRMS may be delivered in one of the following two ways:

<i>Architecture</i>	<i>Internet cloud-based service</i>	<i>IT system installed at NMHS</i>
---------------------	-------------------------------------	------------------------------------

Option 1	Primary IWRMS	Backup data storage system
Option 2	Backup data storage system	Primary IWRMS

1.6.2. The primary IWRMS shall enable all the data management, processing and storage features outlined in sections 2 through 9.

1.6.3. The backup data storage system shall serve solely to provide for the storage of data from the in-situ observation networks and satellite data products, and need not function as a complete replica of the primary IWRMS.

1.6.4. The proposer shall furnish all computer hardware and 3rd party software and services required to deliver both the IT systems and the internet cloud-based services for the duration of the contract.

1.6.5. Access to the IWRMS must be provided to the NMHS headquarter staff, NMHS field engineering staff, and/or 3rd party network management staff through standard web browser based software, that is accessed via authenticated username/password controls.

1.6.6. Proposers are encouraged to provide pricing for both options, but may elect to support only a single option.

2. QA/QC

The software should be able to automatically perform quality assessment and control on all incoming data. Initializing the country or region specific QA/QC criteria (as per the ToR's) should be done by the supplier, in cooperation with the NMHS, at the time of implementation.

3. Satellite Altimetry Water Level Monitoring System

A key component in the IWRMS is the inclusion of Earth Observation data. The satellite radar altimetry water level data will provide the spatialized water level information for main rivers and lakes across the requesting country. Through the inclusion of satellite data, the proposer should strive to enrich the information available from the requesting country's surface water level monitoring systems, details of which are given in the requesting country's Terms of Reference.

3.1 Satellite derived river and lake levels:

To obtain the capacity for monitoring the spatial and temporal dynamics of surface freshwater discharge and changes in storage in near real-time across the country, satellite altimetry derived water level observations should complement data from the available networks of automatic surface water level gauges, as detailed in the Terms of Reference. The satellite product, which may be based on a single sensor/platform or a combination of multiple sensors/platforms, should have the following characteristics:

3.1.1. Accuracy in surface water level retrieval: ± 10 cm

3.1.2. Revisit time ≤ 10 days

3.1.3. Latency ≤ 24 hours

- 3.1.4. Capable of monitoring water levels in rivers wider than 100 m (wider than 50 m preferred)
- 3.1.5. Capable of monitoring water levels in lakes and other large water bodies larger than 0.1 km²
- 3.1.6. The satellite derived surface water level product should be corrected for atmospheric (notably wet-tropospheric) and ionospheric effects.
- 3.1.7. The data from the AWLS (availability as per the Terms of Reference) will serve as ground-truth reference data for the satellite data. The satellite data will provide the spatial water level information across the requesting country/region.

4. Satellite Soil Moisture and/or Evapotranspiration Monitoring System (SSM/ETMS)

In addition to the physical groundwater level gauges, additional spatial information on the risk of agricultural droughts should be obtained from satellite data. To this end, either soil moisture (top 5 cm of soil) observations from satellite-borne microwave sensors (satellite passive radiometers and/or active scatterometer), or satellite derived actual and potential evapotranspiration observations are required, for integration with the data provided by the network of surface water level and ground water level monitoring stations.

This information is required both for areas with very little vegetation and surface roughness, and for densely vegetated areas.

4.1 SSM/ETMS

The requirements for the satellite derived soil moisture data and/or satellite derived evapotranspiration data are as follows:

4.1.1. Spatial resolution ≤ 40 km

4.1.2. Temporal resolution ≤ 3 days on the Equator

4.1.3. Accuracy $\pm 5\%$

4.2. Inclusion of satellite gravimetry data for the remote monitoring of groundwater is an advantage, but not a requirement.

5. Catchment hydrology

The software should integrate all hydrological processes at catchment scale, including the interaction between rainfall, surface water resources and ground water.

The software should be capable of accessing the necessary external data sources (e.g. meteorological data) through API's.

The software should be able to monitor river levels, and convert river levels into river discharge. The software should provide modelling tools for water resources management. This should include river

discharge modelling, including nowcasts and forecasts of river discharge for all rivers wider than 5m. For ungauged rivers, river discharge may be approximated using empirical relationships (e.g. Gleason PNAS 2014).

For major rivers (wider than 100 m (wider than 50 m preferred)), and lakes and dams larger than 0.1 km², the software should be able to retrieve water levels from satellite altimetry or equivalent satellite remote sensing platforms.

6. Water Resources Allocation Planning

The software should allow for water resources allocation planning, keeping track of water usage, water losses, reservoir releases. The software should be capable of providing the basic data required for the invoicing of water users for their abstractions.

7. Floods

7.1 River Level Alarm Levels (based on observations)

For all water courses wider than 5m, the operator should be able to pre-set alarm levels which, if the observed water level exceeds these, prompt the operator via an electronic message (minimum requirements are alerts via email and SMS).

Based on short (1 day) and medium range (up to 10 days at least) weather forecasts, obtained from the national meteorological service, the system should be able to calculate river levels at the same time-scales. The availability of meteorological forecasts varies per country, and will be stated in the Terms of Reference for each country.

In the absence of in-country weather forecasts (according to the Terms of Reference), the software should base river level forecasts on existing global weather forecast data from either NOAA's Global Forecast System, the ECMWF's Integrated Forecast System, or a comparable global or regional weather forecast model. In all cases, the proposer should state which forecast model will be used in the absence of in-country weather forecasts.

7.2 Flood Advisories, Watches and Warnings (based on combining observations and forecasts)

Based on the river level forecasts, the system should be able to provide riverine flood advisories, riverine flood watches, and riverine flood warnings. Advisories, watches and warnings should be issued in the following cases:

- A riverine flood advisory should be issued when conditions are expected when a flood might occur in a specific area, based on the medium range weather forecast and river level forecasts.
- A riverine flood watch should be issued when conditions are expected when floods might occur in a specific area, based on the short range weather forecast and river level forecasts.
- A riverine flood warning should be issued when floods are expected, based on river level observations and/or meteorological observations.

8. Droughts

The software solution should be able to provide information on two types of droughts, agricultural droughts and hydrologic droughts. Agricultural droughts shall be monitored. Hydrologic droughts shall be forecast.

For agricultural droughts, the IWRMS should be capable of retrieving satellite derived observations of actual and potential evapotranspiration and/or satellite derived observations of soil water status. For hydrologic droughts, the IWRMS should be capable of providing forecasts, based on satellite observations, data from existing in-situ observation systems (as detailed in the Terms of Reference), and seasonal weather forecasts.

8.1 Agricultural droughts

Based on satellite derived evapotranspiration and/or soil moisture observations, the system should be able to observe, and provide warnings for, agricultural droughts, as they occur. The indicators for agricultural droughts should be based on soil moisture; i.e. defined as either a pre-defined (as per the requesting country's Terms of Reference) potential evapotranspiration deficit, or a pre-defined (as per the requesting country's Terms of Reference) soil moisture deficit. Other commonly used indicators may also be used, although rainfall based indicators are not preferred.

Observations of Agricultural Droughts should be made at high spatial resolutions (<5 km), and at sufficiently high temporal resolution to monitor agricultural production (less than 2 weeks between consecutive observations).

8.2 Hydrologic Drought Monitoring

The system should be able to observe, and forecast hydrologic droughts, based on country-specific thresholds for hydrologic droughts, at a resolution of at least 40 km², or at the scale of the main watersheds/river basins in the requesting country (whichever is smaller), at seasonal timescales.

Hydrologic droughts are defined as a combination of reduced ground water levels, reduced streamflow and reduced reservoir levels, resulting in a shortage of water

Hydrologic droughts should be characterized in the form of indices. These indices should be based on precipitation, streamflow, reservoir storage and groundwater levels. It is acceptable to use two different indices, one based on precipitation, streamflow and reservoir storage, and a second index based on groundwater levels.

8.2.1 Hydrologic Drought Forecasting and Early Warning

Hydrologic drought forecasts should be based on the combination of observed ground water levels, observed streamflow levels, observed surface water levels and global seasonal forecasts. The latter should be obtained through the WMO Global Data-Processing and Forecasting System (GDPFS), obtained from one of the Global Producing Centres for Long-Range Forecasts (GPCLRF's).

Based on pre-defined, country specific hydrologic drought warning levels, the system should provide warnings at seasonal time-scales, based on current observations and seasonal forecasts.

9. Visualization

The software should be supplied with a visualization module, which allows the real-time visualization of streamflow, river levels and alerts. Output should be available to web pages.

10. Data Access

The IWRMS should have an API to provide access to all data entered into the IWRMS, or the data and/or

information generated by the IWRMS. The NMHS should be able to control/regulate external access. All variables within the IWRMS should be accessible through the API. Regardless of the choice in storage facility (on site or cloud-based).

B. SERVICES

1. Integrated Water Resources Management System Design and Implementation Services.

1.1 In coordination with the NMHS and/or its infrastructure partner(s), the IWRMS supplier will execute and manage the final IWRMS design and implementation, as well as provide initial operator and maintainer training on the IWRMS system to NMHS staff and infrastructure partner(s) prior to final acceptance. This should include the initial setup and calibration of QA/QC procedures, river modelling for up to ten major rivers (>50 m width), and up to 5 smaller rivers (< 50 m width)

1.2 Provision of additional optional training

1.2.1 The proposer should offer a two-week training on integrated water resources management, using the proposed IWRMS package.

1.2.2 The proposer should offer a one-week training on setting up and calibrating QA/QC procedures, manual/automatic data entry, and the addition of new sensors and/or inputs in the IWRMS package.

1.2.3 The proposer should offer a two-week training on river modelling, alarm settings, riverine flood advisories, watches and alerts, agricultural drought monitoring, and hydrological drought monitoring and warning using the IWRMS package.

1.2.4 The proposer should offer a one-week training on water allocation planning, water users invoicing and using the proposed software package.

1.2.5 The proposer should offer the possibility of modifying the software, e.g. to allow for expansion or other modifications required by the NMHS. An hourly rate, as well as any other costs involved in making modifications to the software, should be included in the proposal.

2. IWRMS Operation, Upgrade and Maintenance Services.

2.1 In coordination with the NMHS and/or its infrastructure partner(s), the IWRMS supplier will provide the ongoing services required to ensure that reliable and accurate data continue to be generated throughout the contract period. This should include, but is not limited to (specify), communication services, annual software updates and annual review and update training for operators and maintainers.

2.1.1 Annual software updates to keep the IWRMS software current.

2.1.2 The supplier shall propose an annual one week refresher trainings to train new staff and keep existing staff current on the maintenance and operation of the IWRMS.

2.1.3 The supplier will ensure support via telephone or email, with feedback provided within 24 hours from receiving the query on working days, during the entire proposed contractual period.

2.2 The supplier shall propose maintenance contracts for the contract period

2.4 The supplier will ensure the availability of spares and support during the entire proposed contractual period.

2.5 The above should be proposed for a minimum contract period of 5 years.

Section 4: Proposal Submission Form³

[insert: Location]

[insert: Date]

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

Dear Sir/Madam:

We, the undersigned, hereby offer to provide professional services for [insert: title of services] in accordance with your Request for Proposal dated [insert: Date] and our Proposal. We are hereby submitting our Proposal, which includes the Technical Proposal and Financial Proposal sealed under a separate envelope.

We hereby declare that:

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

We confirm that we have read, understood and hereby accept the Terms of Reference describing the duties and responsibilities required of us in this RFP, and the General Terms and Conditions of UNDP's Contract for Professional Services.

We agree to abide by this Proposal for [insert: period of validity as indicated in Data Sheet].

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

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

³ No deletion or modification may be made in this form. Any such deletion or modification may lead to the rejection of the Proposal.

We remain,

Yours sincerely,

Authorized Signature [*In full and initials*]: _____

Name and Title of Signatory:

Name of Firm:

Contact Details :

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

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

Proposer Information Form⁴

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

RFP No.: [insert number]

Page _____ of _____ pages

1. Proposer's Legal Name [insert Proposer's legal name]		
2. In case of Joint Venture (JV), legal name of each party: [insert legal name of each party in JV]		
3. Actual or intended Country/ies of Registration/Operation: [insert actual or intended Country of Registration]		
4. Year of Registration: [insert Proposer's year of registration]		
5. Countries of Operation	6. No. of staff in each Country	7. Years of Operation in each Country
8. Legal Address/es in Country/ies of Registration/Operation: [insert Proposer's legal address in country of registration]		
9. Value and Description of Top three (3) Biggest Contracts for the past three (3) years		
10. Latest Credit Rating (if any)		
11. Brief description of litigation history (disputes, arbitration, claims, etc.), indicating current status and outcomes, if already resolved.		
12. Proposer's Authorized Representative Information Name: [insert Authorized Representative's name] Address: [insert Authorized Representative's name] Telephone/Fax numbers: [insert Authorized Representative's name] Email Address: [insert Authorized Representative's name]		
13. Are you in the UNPD List 1267.1989 or UN Ineligibility List ? <input type="checkbox"/> YES or <input type="checkbox"/> NO		

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

14. Attached are copies of original documents of:

- ☐ All eligibility document requirements listed in the Data Sheet
- ☐ If Joint Venture/Consortium – copy of the Memorandum of Understanding/Agreement or Letter of Intent to form a JV/Consortium, or Registration of JV/Consortium, if registered
- ☐ If case of Government corporation or Government-owned/controlled entity, documents establishing legal and financial autonomy and compliance with commercial law.

Joint Venture Partner Information Form (if Registered)⁵

Date: [insert date (as day, month and year) of *Proposal Submission*]
RFP No.: [insert number]

Page _____ of _____ pages

1. Proposer's Legal Name: [insert Proposer's legal name]		
2. JV's Party legal name: [insert JV's Party legal name]		
3. JV's Party Country of Registration: [insert JV's Party country of registration]		
4. Year of Registration: [insert Party's year of registration]		
5. Countries of Operation	6. No. of staff in each Country	7. Years of Operation in each Country
8. Legal Address/es in Country/ies of Registration/Operation: [insert Party's legal address in country of registration]		
9. Value and Description of Top three (3) Biggest Contract for the past five (5) years		
10. Latest Credit Rating (if any)		
1. Brief description of litigation history (disputes, arbitration, claims, etc.), indicating current status and outcomes, if already resolved.		

⁵ The Proposer shall fill in this Form in accordance with the instructions. Apart from providing additional information, no alterations to its format shall be permitted and no substitutions shall be accepted.

13. JV's Party Authorized Representative Information

Name: [insert name of JV's Party authorized representative]

Address: [insert address of JV's Party authorized representative]

Telephone/Fax numbers: [insert telephone/fax numbers of JV's Party authorized representative]

Email Address: [insert email address of JV's Party authorized representative]

14. Attached are copies of original documents of: *[check the box(es) of the attached original documents]*

- ☐ All eligibility document requirements listed in the Data Sheet
- ☐ Articles of Incorporation or Registration of firm named in 2.
- ☐ In case of government owned entity, documents establishing legal and financial autonomy and compliance with commercial law.

Section 6: Technical Proposal Form

TECHNICAL PROPOSAL FORMAT INSERT TITLE OF THE SERVICES

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

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

SECTION 1: EXPERTISE OF FIRM/ ORGANISATION																																		
<p><i>This section should fully explain the Proposer's resources in terms of personnel and facilities necessary for the performance of this requirement. All contents of this section may be modified or expanded depending on the evaluation criteria stated in the RFP.</i></p> <p>1.1 Brief Description of Proposer as an Entity: Provide a brief description of the organization / firm submitting the proposal, its legal mandates/authorized business activities, the year and country of incorporation, types of activities undertaken, and approximate annual budget, etc. Include reference to reputation, or any history of litigation and arbitration in which the organisation / firm has been involved that could adversely affect or impact the performance of services, indicating the status/result of such litigation/arbitration.</p> <p>1.2. Financial Capacity: Provide the latest Audited Financial Statement (Income Statement and Balance Sheet) duly certified by a Public Accountant, and with authentication of receiving by the Government's Internal Revenue Authority. Include any indication of credit rating, industry rating, etc.</p> <p>1.3. Track Record and Experiences: Provide the following information regarding corporate experience within the last three (3) years which are related or relevant to those required for this Contract.</p> <table border="1" style="width: 100%; margin-top: 10px;"> <thead> <tr> <th style="width: 15%;">Name of project</th> <th style="width: 15%;">Client</th> <th style="width: 15%;">Contract Value</th> <th style="width: 15%;">Period of activity</th> <th style="width: 15%;">Types of activities undertaken</th> <th style="width: 15%;">Status or Date Completed</th> <th style="width: 20%;">References Contact Details (Name, Phone, Email)</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>							Name of project	Client	Contract Value	Period of activity	Types of activities undertaken	Status or Date Completed	References Contact Details (Name, Phone, Email)																					
Name of project	Client	Contract Value	Period of activity	Types of activities undertaken	Status or Date Completed	References Contact Details (Name, Phone, Email)																												

SECTION 2 - APPROACH AND IMPLEMENTATION PLAN

This section should demonstrate the Proposer's responsiveness to the TOR 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 methodology meets or exceeds the requirements.

2.1. Approach to the Service/Work Required: Please provide a detailed description of the methodology for how the organisation/firm will achieve the Terms of Reference of the project, keeping in mind the appropriateness to local conditions and project environment, **and as per the case scenario presented in Section 3.**

2.2. Technical Quality Assurance Review Mechanisms: The methodology shall also include details of the Proposer's internal technical and quality assurance review mechanisms.

2.3 Implementation Timelines: The Proposer shall submit a Gantt Chart or Project Schedule indicating the detailed sequence of activities that will be undertaken and their corresponding timing.

2.4. Subcontracting: Explain whether any work would be subcontracted, to whom, how much percentage of the work, the rationale for such, and the roles of the proposed sub-contractors. Special attention should be given to providing a clear picture of the role of each entity and how everyone will function as a team.

2.5. Risks / Mitigation Measures: Please describe the potential risks for the implementation of this project that may impact achievement and timely completion of expected results as well as their quality. Describe measures that will be put in place to mitigate these risks.

2.6. Reporting and Monitoring: Please provide a brief description of the mechanisms proposed for this project for reporting to the UNDP and partners, including a reporting schedule.

2.7. Anti-Corruption Strategy: Define the anti-corruption strategy that will be applied in this project to prevent the misuse of funds. Describe the financial controls that will be put in place.

2.8. Partnerships: Explain any partnerships with local, international or other organizations that are planned for the implementation of the project. Special attention should be given to providing a clear picture of the role of each entity and how everyone will function as a team. Letters of commitment from partners and an indication of whether some or all have successfully worked together on other previous projects is encouraged.

2.9 Statement of Full Disclosure: This is intended to disclose any potential conflict in accordance with the definition of "conflict" under Section 4 of this document, if any.

2.10 Other: Any other comments or information regarding the project approach and methodology that will be adopted.

SECTION 3: PERSONNEL

3.1 Management Structure: Describe the overall management approach toward planning and implementing this activity. Include an organization chart for the management of the project describing the relationship of key positions and designations.

3.2 Staff Time Allocation: Provide a spreadsheet will be included to show the activities of each staff member and the time allocated for his/her involvement. (Note :*This spreadsheet is crucial and no substitution of personnel will be tolerated once the contract has been awarded except in extreme circumstances and with the written approval of the UNDP. If substitution is unavoidable it will be with a person who, in the opinion of the UNDP project manager, is at least as experienced as the person being replaced, and subject to the approval of UNDP. No increase in costs will be considered as a result of any substitution.*)

3.3 Qualifications of Key Personnel. Provide the CVs for key personnel (Team Leader, Managerial and general staff) that will be provided to support the implementation of this project. CVs should demonstrate qualifications in areas relevant to the Scope of Services. Please use the format below:

Name:		
Position for this Contract:		
Nationality:		
Contact information:		
Countries of Work Experience:		
Language Skills:		
Educational and other Qualifications:		
Summary of Experience: <i>Highlight experience in the region and on similar projects.</i>		
Relevant Experience (From most recent):		
Period: From – To	Name of activity/ Project/ funding organisation, if applicable:	Job Title and Activities undertaken/Description of actual role performed:
<i>e.g. June 2004-January 2005</i>		
<i>Etc.</i>		
<i>Etc.</i>		
References no.1 (minimum of 3):	<i>Name Designation Organization Contact Information – Address; Phone; Email; etc.</i>	
Reference no.2	<i>Name Designation Organization Contact Information – Address; Phone; Email; etc.</i>	
Reference no.3	<i>Name Designation Organization Contact Information – Address; Phone; Email; etc.</i>	
Declaration: I confirm my intention to serve in the stated position and present availability to serve for the term of the proposed contract. I also understand that any wilful misstatement described above may lead to my disqualification, before or during my engagement. <hr style="width: 50%; margin-left: 0;"/> <hr style="width: 50%; margin-left: 0;"/>		

Signature of the Nominated Team Leader/Member	Date Signed

Section 7: Financial Proposal Form⁶

The Proposer is required to prepare the Financial Proposal in an envelope separate from the rest of the RFP as indicated in the Instruction to Proposers.

The Financial Proposal must provide a detailed cost breakdown and must be **based on the Uganda Case Scenario given in Section 3 above**. Provide separate figures for each functional grouping or category.

Any estimates for cost-reimbursable items, such as travel and out-of-pocket expenses, should be listed separately.

In case of an equipment component to the service provider, the Price Schedule should include figures for both purchase and lease/rent options. UNDP reserves the option to either lease/rent or purchase outright the equipment through the Contractor.

The format shown on the following pages is suggested for use as a guide in preparing the Financial Proposal. The format includes specific expenditures, which may or may not be required or applicable but are indicated to serve as examples.

⁶ *No deletion or modification may be made in this form. Any such deletion or modification may lead to the rejection of the Proposal.*

A. Overall Costing:

Component	Total Costs for First Year
1. IWRMS – Software Modules	
2. IWRMS – Network Software, Hardware and Technical Services	
3. IWRMS – Services	
Freight and handling (if applicable – for example hardware in B.2 below)	
Total DAP Uganda	

B. Breakdown per component:

1. IWRMS – Software Modules Cost Breakdown:

Module	One-time	Monthly	Annual	Total Costs (for first year)
Data flow organizer				
Quality Assessment/Quality Control				
River and lake level monitoring through satellite altimetry				
Satellite soil moisture and/or evapotranspiration monitoring				
Catchment hydrology				
Water resources allocation				
Flood advisories, watches and warnings				
Drought monitoring and forecasting				
Visualization				
API				

2. **IWRMS – Network Software, Hardware and Technical Services Cost Breakdown:**

Option 1	One-time	Monthly (if applicable)	Annual (if applicable)	Total Costs (for first year)
Primary IWRMS Services				
Backup Data Storage Software, include annual software maintenance charge in last column				
Backup Data Storage Hardware, include annual hardware maintenance charge in last column				
Option 2				
Primary IWRMS Software, include annual software maintenance charge in last column				
Primary IWRMS Hardware, include annual hardware maintenance charge in last column				
Backup Data Storage Service				

3. **Services Costs Breakdown**

3.a. **Service Components Costs:**

Item	One-time	Daily/ Monthly (please specify which)	Annual	Total Costs (for first year)
IWRMS System Design				
IWRMS Implementation and installation				
IWRMS operator training				
IWRMS operational service				

IWRMS annual updates				
Communication services				
Annual trainings for operators and maintainers				

3.b. For Section 3 above, please complete the below detailed cost breakdown:

Description of Activity	Remuneration per Unit of Time (please specify which)	Total Period of Engagement	No. of Personnel	Total Rate for the Period
I. Personnel Services				
1. Services from Home Office				
a. Expertise 1				
b. Expertise 2				
2. Services from Field Offices				
a. Expertise 1				
b. Expertise 2				
3. Services from Overseas				
a. Expertise 1				
b. Expertise 2				
II. Out of Pocket Expenses				
1. Travel Costs				
2. Daily Allowance				
3. Communications				
4. Reproduction				
5. Equipment Lease				
6. Others				
III. Other Related Costs				

Section 8: FORM FOR PROPOSAL SECURITY

(This must be finalized using the official letterhead of the Issuing Bank. Except for indicated fields, no changes may be made on this template)

To: UNDP
[Insert contact information as provided in Data Sheet]

WHEREAS [name and address of Contractor] (hereinafter called “the Proposer”) has submitted a Proposal to UNDP dated Click here to enter a date., to execute Services (hereinafter called “the Proposal”):

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

- a) Fails to sign the Contract after UNDP has awarded it;
- b) Withdraws its Proposal after the date of the opening of the Proposals;
- c) Fails to comply with UNDP’s variation of requirement, as per RFP instructions; or
- d) Fails to furnish Performance Security, insurances, or other documents that UNDP may require as a condition to rendering the contract effective.

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

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

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

SIGNATURE AND SEAL OF THE GUARANTOR BANK

Date

Name of Bank

Address

Section 9: FORM FOR PERFORMANCE SECURITY⁷

(This must be finalized using the official letterhead of the Issuing Bank. Except for indicated fields, no changes may be made on this template)

To: UNDP
[Insert contact information as provided in Data Sheet]

WHEREAS [name and address of Contractor] (hereinafter called “the Contractor”) has undertaken, in pursuance of Contract No. Click here to enter text.dated Click here to enter a date. , to execute Services (hereinafter called “the Contract”):

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract:

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

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

This guarantee shall be valid until a date 30 days from the date of issue by UNDP of a certificate of satisfactory performance and full completion of services by the Contractor.

SIGNATURE AND SEAL OF THE GUARANTOR BANK

Date

Name of Bank

Address

⁷ If the RFP requires the submission of a Performance Security, which shall be made a condition to the signing and effectivity of the contract, the Performance Security that the Proposer’s Bank will issue shall use the contents of this template

Section 10: Form for Advanced Payment Guarantee⁸

(This must be finalized using the official letterhead of the Issuing Bank. Except for indicated fields, no changes may be made on this template)

_____ [Bank's Name, and Address of Issuing Branch or Office]
Beneficiary: _____ [Name and Address of UNDP]
Date: _____
ADVANCE PAYMENT GUARANTEE No.: _____

We have been informed that [name of Company](hereinafter called "the Contractor") has entered into Contract No. [reference number of the contract] dated [insert: date] with you, for the provision of [brief description of Services](hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum of [amount in words] ([amount in figures]) is to be made against an advance payment guarantee.

At the request of the Contractor, we [name of Bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of [amount in words] ([amount in figures]) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation under the Contract because the Contractor has used the advance payment for purposes other than toward providing the Services under the Contract.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Contractor on its account number _____ at [name and address of Bank].

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Contractor as indicated in copies of certified monthly statements which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of the monthly payment certificate indicating that the Consultants have made full repayment of the amount of the advance payment, or on the ___ day of _____, 2____,⁹ whichever is earlier.

⁸ This Guarantee shall be required if the Contractor will require advanced payment of more than 20% of the contract amount, or if the absolute amount of the advanced payment required will exceed the amount of USD 30,000, or its equivalent if the price offer is not in USD, using the exchange rate stated in the Data Sheet. The Contractor's Bank must issue the Guarantee using the contents of this template.

⁹ Insert the expected expiration date. In the event of an extension of time for Completion of the Contract, the Contractor would need to request an extension of this Guarantee from the Guarantor Bank. Such request must be in writing and must be made prior to the expiration date established in the Guarantee. In preparing this Guarantee, the Contractor might consider adding the following text to the form at the end of the penultimate paragraph: "The Guarantor Bank agrees to a one-time extension of this Guarantee for a period not to exceed [six months] [one year], in response to the Contractor's written request

Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.

[signature(s)]

Note: All italicized text is for indicative purposes only to assist in preparing this form and shall be deleted from the final product.

for such extension, such request to be presented to the Guarantor Bank before the expiry of the Guarantee.

Section 11: Contract for Professional Services

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

LONG TERM AGREEMENT FOR THE PROVISION OF GOODS & SERVICES

TO THE UNITED NATIONS DEVELOPMENT PROGRAMME

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

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

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

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

Article 1: SCOPE OF WORK

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

Article 2: CHANGES IN CONDITION

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

Article 3: CONTRACTOR'S REPORTING

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

Article 4: GENERAL AND SPECIAL TERMS AND CONDITIONS

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

Article 5: ACCEPTANCE

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

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

For and on behalf of:

UNITED NATIONS
DEVELOPMENT PROGRAMME

Date: _____

Date: _____



**UNDP
GENERAL CONDITIONS OF CONTRACT FOR MIXED SERVICES & GOODS**

See attached pdf