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REQUEST FOR PROPOSAL

Engagement of an Organization for Stabilization through Inclusive Livelihoods in the Tribal District Kurram of Khyber Pakhtunkhwa (KP), Pakistan

RFP No: UNDP-RFP-2019-339
JTN: 12303

Project: FATA Transition and Recovery Program
Country: Pakistan
Issued on: 16 August 2019

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Contents

| | |
|--|-----------|
| SECTION 1. LETTER OF INVITATION..... | 4 |
| SECTION 2. INSTRUCTION TO BIDDERS | 5 |
| A. GENERAL PROVISIONS | 5 |
| 1. Introduction..... | 5 |
| 2. Fraud & Corruption, Gifts and Hospitality..... | 5 |
| 3. Eligibility..... | 5 |
| 4. Conflict of Interests..... | 6 |
| B. PREPARATION OF PROPOSALS | 6 |
| 5. General Considerations | 6 |
| 6. Cost of Preparation of Proposal | 7 |
| 7. Language..... | 7 |
| 8. Documents Comprising the Proposal | 7 |
| 9. Documents Establishing the Eligibility and Qualifications of the Bidder | 7 |
| 10. Technical Proposal Format and Content..... | 7 |
| 11. Financial Proposals..... | 7 |
| 12. Proposal Security | 8 |
| 13. Currencies | 8 |
| 14. Joint Venture, Consortium or Association..... | 8 |
| 15. Only One Proposal | 9 |
| 16. Proposal Validity Period | 10 |
| 17. Extension of Proposal Validity Period | 10 |
| 18. Clarification of Proposal..... | 10 |
| 19. Amendment of Proposals..... | 10 |
| 20. Alternative Proposals..... | 10 |
| 21. Pre-Bid Conference | 11 |
| C. SUBMISSION AND OPENING OF PROPOSALS..... | 11 |
| 22. Submission..... | 11 |
| 23. Deadline for Submission of Proposals and Late Proposals..... | 12 |
| 24. Withdrawal, Substitution, and Modification of Proposals | 13 |
| 25. Proposal Opening..... | 13 |
| D. EVALUATION OF PROPOSALS..... | 13 |
| 26. Confidentiality | 13 |
| 27. Evaluation of Proposals | 13 |
| 28. Preliminary Examination | 13 |
| 29. Evaluation of Eligibility and Qualification | 14 |
| 30. Evaluation of Technical and Financial Proposals | 14 |
| 31. Due Diligence | 15 |
| 32. Clarification of Proposals..... | 15 |
| 33. Responsiveness of Proposal..... | 16 |
| 34. Nonconformities, Reparable Errors and Omissions..... | 16 |
| E. AWARD OF CONTRACT..... | 16 |
| 35. Right to Accept, Reject, Any or All Proposals | 16 |
| 36. Award Criteria..... | 16 |
| 37. Debriefing | 16 |
| 38. Right to Vary Requirements at the Time of Award..... | 17 |
| 39. Contract Signature | 17 |
| 40. Contract Type and General Terms and Conditions | 17 |
| 41. Performance Security | 17 |
| 42. Bank Guarantee for Advanced Payment..... | 17 |
| 43. Liquidated Damages..... | 17 |
| 44. Payment Provisions..... | 17 |

| | |
|---|-----------|
| 45. Vendor Protest..... | 18 |
| 46. Other Provisions..... | 18 |
| SECTION 3. BID DATA SHEET | 19 |
| SECTION 4. EVALUATION CRITERIA | 23 |
| SECTION 5. TERMS OF REFERENCE..... | 27 |
| SECTION 6: RETURNABLE BIDDING FORMS / CHECKLIST | 37 |
| FORM A: TECHNICAL PROPOSAL SUBMISSION FORM..... | 38 |
| FORM B: BIDDER INFORMATION FORM | 39 |
| FORM C: JOINT VENTURE/CONSORTIUM/ASSOCIATION INFORMATION FORM | 41 |
| FORM D: QUALIFICATION FORM | 42 |
| FORM E: FORMAT OF TECHNICAL PROPOSAL..... | 44 |
| FORM F: FINANCIAL PROPOSAL SUBMISSION FORM | 46 |
| FORM G: FINANCIAL PROPOSAL FORM..... | 47 |
| FORM H: FORM OF PROPOSAL SECURITY | 49 |

94

94

Section 1. Letter of Invitation

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 and the General Terms and Conditions of Contract which is inserted in the Bid Data Sheet (BDS):

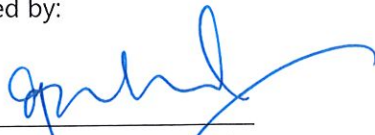
- Section 1: This Letter of Invitation
- Section 2: Instruction to Bidders
- Section 3: Bid Data Sheet (BDS)
- Section 4: Evaluation Criteria
- Section 5: Terms of Reference
- Section 6: Returnable Bidding Forms
 - o Form A: Technical Proposal Submission Form
 - o Form B: Bidder Information Form
 - o Form C: Joint Venture/Consortium/Association Information Form **(Not Applicable)**
 - o Form D: Qualification Form
 - o Form E: Format of Technical Proposal
 - o Form F: Financial Proposal Submission Form
 - o Form G: Financial Proposal Form
 - o Form H: Form of Proposal Security
- Section 7: Form of Performance Security

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

Please acknowledge receipt of this RFP by sending an email to pakistan.procurement.info@undp.org, indicating whether you intend to submit a Proposal or otherwise. You may also utilize the "Accept Invitation" function **on or before 23rd August 2019 at 12:30 PM PST or 3:30 AM EDT** in e-Tendering system, where applicable. This will enable you to receive amendments or updates to the RFP. Should you require further clarifications, kindly communicate with the contact person/s identified in the attached Bid Data Sheet as the focal point for queries on this RFP.

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

Issued by:



Name: Zeeshan Zahid

Title: Manager Procurement

Date: 15/08/2019

Approved by:



Name: Ignacio Artaza

Title: Resident Representative a.i

Date: -----



Section 2. Instruction to Bidders

GENERAL PROVISIONS

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| 1. Introduction | <p>1.1 Bidders shall adhere to all the requirements of this RFP, including any amendments in writing by UNDP. This RFP is conducted in accordance with the UNDP Programme and Operations Policies and Procedures (POPP) on Contracts and Procurement which can be accessed at https://popp.undp.org/SitePages/POPPBSUnit.aspx?TermID=254a9f96-b883-476a-8ef8-e81f93a2b38d</p> <p>1.2 Any Proposal submitted will be regarded as an offer by the Bidder and does not constitute or imply the acceptance of the Proposal by UNDP. UNDP is under no obligation to award a contract to any Bidder as a result of this RFP.</p> <p>1.3 As part of the bid, it is desired that the Bidder registers at the United Nations Global Marketplace (UNGM) website (www.ungm.org). The Bidder may still submit a bid even if not registered with the UNGM. However, if the Bidder is selected for contract award, the Bidder must register on the UNGM prior to contract signature.</p> |
| 2. Fraud & Corruption, Gifts and Hospitality | <p>2.1 UNDP strictly enforces a policy of zero tolerance on proscribed practices, including fraud, corruption, collusion, unethical or unprofessional practices, and obstruction of UNDP vendors and requires all bidders/vendors observe the highest standard of ethics during the procurement process and contract implementation. UNDP's Anti-Fraud Policy can be found at http://www.undp.org/content/undp/en/home/operations/accountability/audit/office_of_audit_and_investigation.html#anti</p> <p>2.2 Bidders/vendors shall not offer gifts or hospitality of any kind to UNDP staff members including recreational trips to sporting or cultural events, theme parks or offers of holidays, transportation, or invitations to extravagant lunches or dinners.</p> <p>2.3 In pursuance of this policy, UNDP (a) Shall reject a proposal if it determines that the selected bidder has engaged in any corrupt or fraudulent practices in competing for the contract in question; (b) Shall declare a vendor ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the vendor has engaged in any corrupt or fraudulent practices in competing for, or in executing a UNDP contract.</p> <p>2.4 All Bidders must adhere to the UN Supplier Code of Conduct, which may be found at http://www.un.org/depts/ptd/pdf/conduct_english.pdf</p> |
| 3. Eligibility | <p>3.1 A vendor should not be suspended, debarred, or otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization. Vendors are therefore required to disclose to UNDP whether they are subject to any sanction or temporary suspension imposed by these organizations.</p> |

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| | 3.2 | It is the Bidder's responsibility to ensure that its employees, joint venture members, sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as established by UNDP. |
| 4. Conflict of Interests | 4.1 | <p>Bidders must strictly avoid conflicts with other assignments or their own interests, and act without consideration for future work. Bidders found to have a conflict of interest shall be disqualified. Without limitation on the generality of the above, Bidders, and any of their affiliates, shall be considered to have a conflict of interest with one or more parties in this solicitation process, if they:</p> <ul style="list-style-type: none"> a) Are or have been associated in the past, with a firm or any of its affiliates which have been engaged by UNDP to provide services for the preparation of the design, specifications, Terms of Reference, cost analysis/estimation, and other documents to be used for the procurement of the goods and services in this selection process; b) Were involved in the preparation and/or design of the programme/project related to the services requested under this RFP; or c) Are found to be in conflict for any other reason, as may be established by, or at the discretion of UNDP. <p>4.2 In the event of any uncertainty in the interpretation of a potential conflict of interest, Bidders must disclose to UNDP, and seek UNDP's confirmation on whether or not such a conflict exists.</p> <p>4.3 Similarly, the Bidders must disclose in their proposal their knowledge of the following:</p> <ul style="list-style-type: none"> a) If the owners, part-owners, officers, directors, controlling shareholders, of the bidding entity or key personnel are family members 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 b) All other circumstances that could potentially lead to actual or perceived conflict of interest, collusion or unfair competition practices. <p>Failure to disclose such an information may result in the rejection of the proposal or proposals affected by the non-disclosure.</p> <p>4.4 The eligibility of Bidders that are wholly or partly owned by the Government shall be subject to UNDP's further evaluation and review of various factors such as being registered, operated and managed as an independent business entity, the extent of Government ownership/share, receipt of subsidies, mandate and access to information in relation to this RFP, among others. Conditions that may lead to undue advantage against other Bidders may result in the eventual rejection of the Proposal.</p> |
| PREPARATION OF PROPOSALS | | |
| 5. General Considerations | 5.1 | In preparing the Proposal, the Bidder is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal. |

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| | 5.2 | The Bidder will not be permitted to take advantage of any errors or omissions in the RFP. Should such errors or omissions be discovered, the Bidder must notify the UNDP |
| 6. Cost of Preparation of Proposal | 6.1 | The Bidder 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 not be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process. |
| 7. Language | 7.1 | The Proposal, as well as any and all related correspondence exchanged by the Bidder and UNDP, shall be written in the language (s) specified in the BDS. |
| 8. Documents Comprising the Proposal | 8.1 | <p>The Proposal shall comprise of the following documents:</p> <ul style="list-style-type: none"> c) Documents Establishing the Eligibility and Qualifications of the Bidder; d) Technical Proposal; e) Financial Proposal; f) Proposal Security, if required by BDS; g) Any attachments and/or appendices to the Proposal. |
| 9. Documents Establishing the Eligibility and Qualifications of the Bidder | 9.1 | The Bidder shall furnish documentary evidence of its status as an eligible and qualified vendor, using the Forms provided under Section 6 and providing documents required in those forms. In order to award a contract to a Bidder, its qualifications must be documented to UNDP's satisfaction. |
| 10. Technical Proposal Format and Content | 10.1 | The Bidder is required to submit a Technical Proposal using the Standard Forms and templates provided in Section 6 of the RFP. |
| | 10.2 | The Technical Proposal shall not include any price or financial information. A Technical Proposal containing material financial information may be declared non-responsive. |
| | 10.3 | Samples of items, when required as per Section 5, shall be provided within the time specified and unless otherwise specified by UNDP, and at no expense to UNDP |
| | 10.4 | When applicable and required as per Section 5, the Bidder shall describe the necessary training programme available for the maintenance and operation of the services and/or equipment offered as well as the cost to the UNDP. Unless otherwise specified, such training as well as training materials shall be provided in the language of the Bid as specified in the BDS. |
| 11. Financial Proposals | 11.1 | The Financial Proposal shall be prepared using the Standard Form provided in Section 6 of the RFP. It shall list all major cost components associated with the services, and the detailed breakdown of such costs. |
| | 11.2 | 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. |
| | 11.3 | Prices and other financial information must not be disclosed in any other place except in the financial proposal. |

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| 12. Proposal Security | <p>12.1 A Proposal Security, if required by BDS, shall be provided in the amount and form indicated in the BDS. The Proposal Security shall be valid up to thirty (30) days after the final date of validity of the Proposal.</p> <p>12.2 The Proposal Security shall be included along with the Technical Proposal. If Proposal Security is required by the RFP but is not found along with the Technical Proposal, the Proposal shall be rejected.</p> <p>12.3 If the Proposal Security amount or its validity period is found to be less than what is required by UNDP, UNDP shall reject the Proposal.</p> <p>12.4 In the event an electronic submission is allowed in the BDS, Bidders shall include a copy of the Bid Security in their proposal and the original of the Proposal Security must be sent via courier or hand delivery as per the instructions in BDS.</p> <p>12.5 The Proposal Security may be forfeited by UNDP, and the Proposal rejected, in the event of any one or combination, of the following conditions:</p> <ul style="list-style-type: none"> a) If the Bidder withdraws its offer during the period of the Proposal Validity specified in the BDS, or; b) In the event that the successful Bidder fails: <ul style="list-style-type: none"> i. to sign the Contract after UNDP has issued an award; or <p>12.6 to furnish the Performance Security, insurances, or other documents that UNDP may require as a condition precedent to the effectivity of the contract that may be awarded to the Bidder.</p> |
| 13. Currencies | <p>13.1 All prices shall be quoted in the currency or currencies indicated in the BDS. Where Proposals are quoted in different currencies, for the purposes of comparison of all Proposals:</p> <ul style="list-style-type: none"> 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 UNDP selects a proposal for award that is quoted in a currency different from the preferred currency in the BDS, UNDP shall reserve the right to award the contract in the currency of UNDP's preference, using the conversion method specified above. |
| 14. Joint Venture, Consortium or Association | <p>14.1 If the Bidder is a group of legal entities that will form or have formed a Joint Venture (JV), Consortium or Association for the 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 JV, Consortium or Association jointly and severally, which shall be evidenced by a duly notarized Agreement among the legal entities, and submitted 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.</p> <p>14.2 After the Deadline for Submission of Proposal, the lead entity identified to represent the JV, Consortium or Association shall not be altered without the prior written consent of UNDP.</p> |

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| | <p>14.3 The lead entity and the member entities of the JV, Consortium or Association shall abide by the provisions of Clause 9 herein in respect of submitting only one proposal.</p> <p>14.4 The description of the organization of the JV, Consortium or 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 JV, Consortium or Association Agreement. All entities that comprise the JV, Consortium or Association shall be subject to the eligibility and qualification assessment by UNDP.</p> <p>14.5 A JV, Consortium or Association in presenting its track record and experience should clearly differentiate between:</p> <ul style="list-style-type: none"> a) Those that were undertaken together by the JV, Consortium or Association; and b) Those that were undertaken by the individual entities of the JV, Consortium or Association. <p>14.6 Previous contracts completed by individual experts working privately but who are permanently or were temporarily associated with any of the member firms cannot be claimed as the experience of the JV, Consortium or Association or those of its members, but should only be claimed by the individual experts themselves in their presentation of their individual credentials.</p> <p>14.7 JV, Consortium or Associations are encouraged for high value, multi-sectoral requirements when the spectrum of expertise and resources required may not be available within one firm.</p> |
| 15. Only One Proposal | <p>15.1 The Bidder (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture.</p> <p>15.2 Proposals submitted by two (2) or more Bidders shall all be rejected if they are found to have any of the following:</p> <ul style="list-style-type: none"> 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 Bidder 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 Bidder; or f) some key personnel proposed to be in the team of one Bidder participates in more than one Proposal received for this RFP process. |

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| | | This condition relating to the personnel, does not apply to subcontractors being included in more than one Proposal. |
| 16. Proposal Period | Validity | <p>16.1 Proposals shall remain valid for the period specified in the BDS, commencing on the Deadline for Submission of Proposals. A Proposal valid for a shorter period may be rejected by UNDP and rendered non-responsive.</p> <p>16.2 During the Proposal validity period, the Bidder shall maintain its original Proposal without any change, including the availability of the Key Personnel, the proposed rates and the total price.</p> |
| 17. Extension of Proposal Period | of Validity | <p>17.1 In exceptional circumstances, prior to the expiration of the proposal validity period, UNDP may request Bidders 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.</p> <p>17.2 If the Bidder agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal.</p> <p>17.3 The Bidder has the right to refuse to extend the validity of its Proposal, and in which case, such Proposal will not be further evaluated.</p> |
| 18. Clarification Proposal | of | <p>18.1 Bidders may request clarifications on any of the RFP documents no later than the date indicated in the BDS. Any request for clarification must be sent in writing in the manner indicated in the BDS. If inquiries are sent other than specified channel, even if they are sent to a UNDP staff member, UNDP shall have no obligation to respond or confirm that the query was officially received.</p> <p>18.2 UNDP will provide the responses to clarifications through the method specified in the BDS.</p> <p>18.3 UNDP shall endeavor to provide responses to clarifications in an expeditious manner, but any delay in such response shall not cause an obligation on the part of UNDP to extend the submission date of the Proposals, unless UNDP deems that such an extension is justified and necessary.</p> |
| 19. Amendment Proposals | of | <p>19.1 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 Bidder, modify the RFP in the form of an amendment to the RFP. Amendments will be made available to all prospective bidders.</p> <p>19.2 If the amendment is substantial, UNDP may extend the Deadline for submission of proposal to give the Bidders reasonable time to incorporate the amendment into their Proposals.</p> |
| 20. Alternative Proposals | | <p>20.1 Unless otherwise specified in the BDS, alternative proposals shall not be considered. If submission of alternative proposal is allowed by BDS, a Bidder may submit an alternative proposal, but only if it also submits a proposal conforming to the RFP requirements. UNDP shall only consider the alternative proposal offered by the Bidder whose conforming proposal ranked the highest as per the specified evaluation method. Where the conditions for its acceptance are met, or justifications are clearly established,</p> |

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| | <p>UNDP reserves the right to award a contract based on an alternative proposal.</p> <p>20.2 If multiple/alternative proposals are being submitted, they must be clearly marked as "Main Proposal" and "Alternative Proposal"</p> |
| 21. Pre-Bid Conference | <p>21.1 When appropriate, a Bidder's conference will be conducted at the date, time and location specified in the BDS. All Bidders are encouraged to attend. Non-attendance, however, shall not result in disqualification of an interested Bidder. Minutes of the Bidder's conference will be disseminated on the procurement website and shared by email or on the e-Tendering platform as specified in the BDS. No verbal statement made during the conference shall modify the terms and conditions of the RFP, unless specifically incorporated in the Minutes of the Bidder's Conference or issued/posted as an amendment to RFP.</p> |
| SUBMISSION AND OPENING OF PROPOSALS | |
| 22. Submission | <p>22.1 The Bidder shall submit a duly signed and complete Proposal comprising the documents and forms in accordance with the requirements in the BDS. The submission shall be in the manner specified in the BDS.</p> <p>22.2 The Proposal shall be signed by the Bidder or person(s) duly authorized to commit the Bidder. The authorization shall be communicated through a document evidencing such authorization issued by the legal representative of the bidding entity, or a Power of Attorney, accompanying the Proposal.</p> <p>22.3 Bidders must be aware that the mere act of submission of a Proposal, in and of itself, implies that the Bidder fully accepts the UNDP General Contract Terms and Conditions.</p> |
| Hard copy (manual) submission | <p>22.4 Hard copy (manual) submission by courier or hand delivery allowed or specified in the BDS shall be governed as follows:</p> <ul style="list-style-type: none"> g) The signed Proposal shall be marked "Original", and its copies marked "Copy" as appropriate. The number of copies is indicated in the BDS. All copies shall be made from the signed original only. If there are discrepancies between the original and the copies, the original shall prevail. h) The Technical Proposal and the Financial 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 SHALL clearly indicate the name of the Bidder. The outer envelopes shall: <ul style="list-style-type: none"> i. Bear the name and address of the bidder; ii. Be addressed to UNDP as specified in the BDS iii. Bear a warning that states <i>"Not to be opened before the time and date for proposal opening"</i> as specified in the BDS. |

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| <p>Email Submission</p> <p>e-Tendering submission</p> | <p>If the envelopes and packages with the Proposal are not sealed and marked as required, UNDP shall assume no responsibility for the misplacement, loss, or premature opening of the Proposal.</p> <p>22.5 Email submission, if allowed or specified in the BDS, shall be governed as follows:</p> <ul style="list-style-type: none"> a) Electronic files that form part of the proposal must be in accordance with the format and requirements indicated in BDS; b) The Technical Proposal and the Financial Proposal files MUST BE COMPLETELY SEPARATE. The financial proposal shall be encrypted with different passwords and clearly labelled. The files must be sent to the dedicated email address specified in the BDS. c) The password for opening the Financial Proposal should be provided only upon request of UNDP. UNDP will request password only from bidders whose Technical Proposal has been found to be technically responsive. Failure to provide correct password may result in the proposal being rejected. <p>22.6 Electronic submission through eTendering, if allowed or specified in the BDS, shall be governed as follows:</p> <ul style="list-style-type: none"> a) Electronic files that form part of the proposal must be in accordance with the format and requirements indicated in BDS; b) The Technical Proposal and the Financial Proposal files MUST BE COMPLETELY SEPARATE and each of them must be uploaded individually and clearly labelled. d) The Financial Proposal file must be encrypted with a password so that it cannot be opened nor viewed until the password is provided. The password for opening the Financial Proposal should be provided only upon request of UNDP. UNDP will request password only from bidders whose technical proposal has been found to be technically responsive. Failure to provide the correct password may result in the proposal being rejected. c) Documents which are required to be in original form (e.g. Bid Security, etc.) must be sent via courier or hand delivery as per the instructions in BDS. d) Detailed instructions on how to submit, modify or cancel a bid in the eTendering system are provided in the eTendering system Bidder User Guide and Instructional videos available on this link: http://www.undp.org/content/undp/en/home/operations/procurement/business/procurement-notice/resources/ |
| <p>23. Deadline for Submission of Proposals and Late Proposals</p> | <p>23.1 Complete Proposals must be received by UNDP in the manner, and no later than the date and time, specified in the BDS. UNDP shall only recognize the date and time that the bid was received by UNDP</p> <p>23.2 UNDP shall not consider any Proposal that is submitted after the deadline for the submission of Proposals.</p> |



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| 24. Withdrawal, Substitution, Modification Proposals and of | <p>24.1 A Bidder may withdraw, substitute or modify its Proposal after it has been submitted at any time prior to the deadline for submission.</p> <p>24.2 Manual and Email submissions: A bidder may withdraw, substitute or modify its Proposal by sending a written notice to UNDP, duly signed by an authorized representative, and shall include a copy of the authorization (or a Power of Attorney). The corresponding substitution or modification of the Proposal, if any, must accompany the respective written notice. All notices must be submitted in the same manner as specified for submission of proposals, by clearly marking them as "WITHDRAWAL" "SUBSTITUTION," or "MODIFICATION"</p> <p>24.3 eTendering: A Bidder may withdraw, substitute or modify its Proposal by Canceling, Editing, and re-submitting the proposal directly in the system. It is the responsibility of the Bidder to properly follow the system instructions, duly edit and submit a substitution or modification of the Proposal as needed. Detailed instructions on how to cancel or modify a Proposal directly in the system are provided in Bidder User Guide and Instructional videos.</p> <p>24.4 Proposals requested to be withdrawn shall be returned unopened to the Bidders (only for manual submissions), except if the bid is withdrawn after the bid has been opened</p> |
| 25. Proposal Opening | <p>25.1 There is no public bid opening for RFPs. UNDP shall open the Proposals in the presence of an ad-hoc committee formed by UNDP, consisting of at least two (2) members. In the case of e-Tendering submission, bidders will receive an automatic notification once their proposal is opened.</p> |
| EVALUATION OF PROPOSALS | |
| 26. Confidentiality | <p>26.1 Information relating to the examination, evaluation, and comparison of Proposals, and the recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process, even after publication of the contract award.</p> <p>26.2 Any effort by a Bidder or anyone on behalf of the Bidder to influence UNDP in the examination, evaluation and comparison of the Proposals or contract award decisions may, at UNDP's decision, result in the rejection of its Proposal and may be subject to the application of prevailing UNDP's vendor sanctions procedures.</p> |
| 27. Evaluation Proposals of | <p>27.1 The Bidder is not permitted to alter or modify its Proposal in any way after the proposal submission deadline except as permitted under Clause 24 of this RFP. UNDP will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.</p> <p>27.2 Evaluation of proposals is made of the following steps:</p> <ul style="list-style-type: none"> i) Preliminary Examination j) Minimum Eligibility and Qualification (if pre-qualification is not done) k) Evaluation of Technical Proposals l) Evaluation of Financial Proposals |
| 28. Preliminary | <p>28.1 UNDP shall examine the Proposals to determine whether they are complete</p> |

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| Examination | | with respect to minimum documentary requirements, whether the documents have been properly signed, and whether the Proposals are generally in order, among other indicators that may be used at this stage. UNDP reserves the right to reject any Proposal at this stage. |
| 29. Evaluation of Eligibility and Qualification | <p>29.1 Eligibility and Qualification of the Bidder will be evaluated against the Minimum Eligibility/Qualification requirements specified in the Section 4 (Evaluation Criteria).</p> <p>29.2 In general terms, vendors that meet the following criteria may be considered qualified:</p> <ul style="list-style-type: none"> a) They are not included in the UN Security Council 1267/1989 Committee's list of terrorists and terrorist financiers, and in UNDP's ineligible vendors' list; b) They have a good financial standing and have access to adequate financial resources to perform the contract and all existing commercial commitments, c) They have the necessary similar experience, technical expertise, production capacity where applicable, quality certifications, quality assurance procedures and other resources applicable to the provision of the services required; d) They are able to comply fully with UNDP General Terms and Conditions of Contract; e) They do not have a consistent history of court/arbitral award decisions against the Bidder; and f) They have a record of timely and satisfactory performance with their clients. | |
| 30. Evaluation of Technical and Financial Proposals | <p>30.1 The evaluation team shall review and evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and other RFP documents, applying the evaluation criteria, sub-criteria, and point system specified in the Section 4 (Evaluation Criteria). A Proposal shall be rendered non-responsive at the technical evaluation stage if it fails to achieve the minimum technical score indicated in the BDS. When necessary and if stated in the BDS, UNDP may invite technically responsive bidders for a presentation related to their technical proposals. The conditions for the presentation shall be provided in the bid document where required.</p> <p>30.2 In the second stage, only the Financial Proposals of those Bidders who achieve the minimum technical score will be opened for evaluation. The Financial Proposals corresponding to Technical Proposals that were rendered non-responsive shall remain unopened, and, in the case of manual submission, be returned to the Bidder unopened. For emailed Proposals and e-tendering submissions, UNDP will not request for the password of the Financial Proposals of bidders whose Technical Proposal were found not responsive.</p> <p>30.3 The evaluation method that applies for this RFP shall be as indicated in the BDS, which may be either of two (2) possible methods, as follows: (a) the lowest priced method which selects the lowest evaluated financial proposal of the technically responsive Bidders; or (b) the combined scoring method</p> | |

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| | | <p>which will be based on a combination of the technical and financial score.</p> <p>30.4 When the BDS specifies a combined scoring method, the formula for the rating of the Proposals will be as follows:</p> <div style="border: 1px solid black; padding: 10px; margin: 10px 0;"> <p><u>Rating the Technical Proposal (TP):</u></p> <p>TP Rating = (Total Score Obtained by the Offer / Max. Obtainable Score for TP) x 100</p> <p><u>Rating the Financial Proposal (FP):</u></p> <p>FP Rating = (Lowest Priced Offer / Price of the Offer Being Reviewed) x 100</p> <p><u>Total Combined Score:</u></p> <p>Combined Score = (TP Rating) x (Weight of TP, e.g. 70%) + (FP Rating) x (Weight of FP, e.g., 30%)</p> </div> |
| 31. Due Diligence | 31.1 | <p>UNDP reserves the right to undertake a due diligence exercise, also called post qualification, aimed at determining to its satisfaction, the validity of the information provided by the Bidder. Such exercise shall be fully documented and may include, but need not be limited to, all or any combination of the following:</p> <ul style="list-style-type: none"> a) Verification of accuracy, correctness and authenticity of information provided by the Bidder; 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 Bidder, or with previous clients, or any other entity that may have done business with the Bidder; d) Inquiry and reference checking with previous clients on the performance on on-going or contracts completed, including physical inspections of previous works, as necessary; e) Physical inspection of the Bidder's offices, branches or other places where business transpires, with or without notice to the Bidder; f) Other means that UNDP may deem appropriate, at any stage within the selection process, prior to awarding the contract. |
| 32. Clarification Proposals | of | <p>32.1 To assist in the examination, evaluation and comparison of Proposals, UNDP may, at its discretion, ask any Bidder for a clarification of its Proposal.</p> <p>32.2 UNDP's request for clarification and the response shall be in writing and 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.</p> <p>32.3 Any unsolicited clarification submitted by a Bidder 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.</p> |

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| 33. Responsiveness of Proposal | <p>33.1 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.</p> <p>33.2 If a Proposal is not substantially responsive, it shall be rejected by UNDP and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.</p> |
| 34. Nonconformities, Reparable Errors and Omissions | <p>34.1 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.</p> <p>34.2 UNDP may request the Bidder 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 Bidder to comply with the request may result in the rejection of its Proposal.</p> <p>34.3 For Financial Proposal that has been opened, UNDP shall check and correct arithmetical errors as follows:</p> <ul style="list-style-type: none"> 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. <p>34.4 If the Bidder does not accept the correction of errors made by UNDP, its Proposal shall be rejected.</p> |
| AWARD OF CONTRACT | |
| 35. Right to Accept, Reject, Any or All Proposals | <p>35.1 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 Bidder(s) of the grounds for UNDP's action. UNDP shall not be obliged to award the contract to the lowest priced offer.</p> |
| 36. Award Criteria | <p>36.1 Prior to expiration of the proposal validity, UNDP shall award the contract to the qualified Bidder based on the award criteria indicated in the BDS.</p> |
| 37. Debriefing | <p>37.1 In the event that a Bidder is unsuccessful, the Bidder may request a debriefing from UNDP. The purpose of the debriefing is to discuss the</p> |



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| | strengths and weaknesses of the Bidder's submission, in order to assist the Bidder in improving its future proposals for UNDP procurement opportunities. The content of other proposals and how they compare to the Bidder's submission shall not be discussed. |
| 38. Right to Vary Requirements at the Time of Award | 38.1 At the time of award of Contract, UNDP reserves the right to vary the quantity of 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. |
| 39. Contract Signature | 39.1 Within fifteen (15) days from the date of receipt of the Contract, the successful Bidder shall sign and date the Contract and return it to UNDP. Failure to do so may constitute sufficient grounds for the annulment of the award, and forfeiture of the Proposal Security, if any, and on which event, UNDP may award the Contract to the Second Ranked Bidder or call for new Proposals. |
| 40. Contract Type and General Terms and Conditions | 40.1 The types of Contract to be signed and the applicable UNDP Contract General Terms and Conditions, as specified in BDS, can be accessed at http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html |
| 41. Performance Security | 41.1 40.1 A performance security, if required in BDS, shall be provided in the amount specified in BDS and form available at https://popp.undp.org/_layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_POPP_DOCUMENT_LIBRARY/Public/PSU_Solicitation_Performance%20Guarantee%20Form.docx&action=default within fifteen (15) days of the contract signature by both parties. Where a performance security is required, the receipt of the performance security by UNDP shall be a condition for rendering the contract effective. |
| 42. Bank Guarantee for Advanced Payment | 42.1 Except when the interests of UNDP so require, it is UNDP's preference to make no advance payment(s) (i.e., payments without having received any outputs). If an advance payment is allowed as per BDS, and exceeds 20% of the total contract price, or USD 30,000, whichever is less, the Bidder shall submit a Bank Guarantee in the full amount of the advance payment in the form available at https://popp.undp.org/_layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_POPP_DOCUMENT_LIBRARY/Public/PSU_Contract%20Management%20Payment%20and%20Taxes_Advanced%20Payment%20Guarantee%20Form.docx&action=default |
| 43. Liquidated Damages | 43.1 If specified in BDS, UNDP shall apply Liquidated Damages resulting from the Contractor's delays or breach of its obligations as per the Contract. |
| 44. Payment Provisions | 44.1 Payment will be made only upon UNDP's acceptance of the work performed. The terms of payment shall be within thirty (30) days, after receipt of invoice and certification of acceptance of work issued by the proper authority in UNDP with direct supervision of the Contractor. Payment will be effected by |

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| | bank transfer in the currency of contract. |
| 45. Vendor Protest | <p>45.1 UNDP's vendor protest procedure provides an opportunity for appeal to those persons or firms not awarded a contract through a competitive procurement process. In the event that a Bidder believes that it was not treated fairly, the following link provides further details regarding UNDP vendor protest procedures:</p> <p>http://www.undp.org/content/undp/en/home/operations/procurement/business/protest-and-sanctions.html</p> |
| 46. Other Provisions | <p>46.1 In the event that the Bidder offers a lower price to the host Government (e.g. General Services Administration (GSA) of the federal government of the United States of America) for similar services, UNDP shall be entitled to same lower price. The UNDP General Terms and Conditions shall have precedence.</p> <p>46.2 UNDP is entitled to receive the same pricing offered by the same Contractor in contracts with the United Nations and/or its Agencies. The UNDP General Terms and Conditions shall have precedence.</p> <p>46.3 The United Nations has established restrictions on employment of (former) UN staff who have been involved in the procurement process as per bulletin ST/SGB/2006/15</p> <p>http://www.un.org/en/ga/search/view_doc.asp?symbol=ST/SGB/2006/15&referer</p> |

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Section 3. Bid Data Sheet

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

| BDS No. | Ref. to Section.2 | Data | Specific Instructions / Requirements |
|---------|-------------------|---|--|
| 1 | 7 | Language of the Proposal | English |
| 2 | | Submitting Proposals for Parts or sub-parts of the TOR (partial bids) | Not Allowed Only complete Technical and Financial Proposal will be considered. Note: The proposers are required to submit separate proposals (technical and financial). |
| 3 | 20 | Alternative Proposals | Shall not be considered |
| 4 | 21 | Pre-proposal conference | Will be Conducted Time: Thursday, 22nd August 2019 at 11 AM PST Venue: 7 th Floor, UNDP Country Office, Serena Business Complex, Islamabad. Interested parties who wish to attend the pre-proposal conference are kindly requested to send the name, NIC number and company name to Muhammad Tahir ul Islam at tahir.islam@undp.org by and before 21st August 2019 at 12:30 PM PST , in order to obtain necessary security clearance. |
| 5 | 10 | Proposal Validity Period | 90 days |
| 6 | 14 | Bid Security | Required PKR 500,000/- . The Original proposal security should be sent to UNDP Office through courier at the following address on or before Friday 30th August 2019, before 12:30 PM PST and a scanned copy should be submitted through the e-Tendering system. UNDP-RFP-2019-339 UNDP Registry, Quotation/Bids/Proposals United Nations Development Programme Serena Business Complex, 2nd Floor, Khayaban e Suharwardy, Islamabad, Pakistan Tel: 051-8355600 Fax: 051-2600254-5 Acceptable forms of Proposal Security: <input checked="" type="checkbox"/> Form of Proposal Security (See Section 6, FORM -H for template) <input checked="" type="checkbox"/> Any Bank-issued Check / Cashier's Check / Certified Check In the name of UNDP Representative (Rupee) Account, UNDP Pakistan |

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| | | | <p>Validity of Proposal Security: 120 days from the last day of proposal submission.</p> <p>Proposal security of unsuccessful proposers shall be returned.</p> |
| 7 | 41 | Advanced Payment upon signing of contract | Not Allowed |
| 8 | 42 | Liquidated Damages | Will not be imposed |
| 9 | 40 | Performance Security | <p><input checked="" type="checkbox"/> Required</p> <p>Amount: 10% of the Contract Value FORM: Performance Security in accordance with the template provided in Section 7 of the RFP</p> <p>Performance Security must be in the name of UNDP Representative (Rupee) Account and valid for a period of Eighteen(18) Months.</p> <p>Performance Security for less than the above mentioned period will not be acceptable.</p> |
| 10 | 18 | Currency of Proposal | <input checked="" type="checkbox"/> Local Currency i.e PAK Rupees |
| 11 | 31 | Deadline for submitting requests for clarifications/ questions | Five (05) days before the submission date. |
| 12 | 31 | Contact Details for submitting clarifications/questions | <p>Focal Person in UNDP: Muhammad Tahir Ul Islam/Procurement Officer</p> <p>Address: 4th Floor, UNDP Country Office, Serena Business Complex, Islamabad, Pakistan.</p> <p>E-mail address: pakistan.procurement.info@undp.org</p> |
| 13 | 18, 19 and 21 | Manner of Disseminating Supplemental Information to the RFP and responses/clarifications to queries | <p>Direct communication to prospective Proposers by email and Posting on the following websites:</p> <p>http://www.pk.undp.org/content/pakistan/en/home/operations/procurement0/ AND https://etendering.partneragencies.org</p> <p>Please keep visiting the above websites till the closing date for additional information and updates.</p> |
| 14 | 23 | Deadline for Submission | <p>Friday 30th August , 2019 (12:30 PM Pakistan Standard Time OR 3:30 AM EST).</p> <p>PLEASE NOTE:-</p> <p>1. Date and time visible on the main screen of event (on e-tendering portal) will be final and prevail over any other closing time</p> |

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| | | | <p>indicated elsewhere, in case they are different. Please also note that the bid closing time shown in the PDF file generated by the system is not accurate due to a technical glitch that we will resolve soon. The correct bid closing time is as indicated in the e-tendering portal and system will not accept any bid after that time. It is the responsibility of the bidder to make sure bids are submitted within this deadline. UNDP will not accept any bid that is not submitted directly in the system.</p> <p>2. Submit your bid a day prior or well before the closing time. Do not wait until last minute. If you face any issue in submitting your bid at the last minute, UNDP may not be able to assist.</p> |
| 14 | 22 | Allowable Manner of Submitting Proposals | <input checked="" type="checkbox"/> Online bidding in E-tendering module. |
| 15 | 22 | Proposal Submission Address | <p>To be submitted in e-Tendering system: https://etendering.partneragencies.org Note: Detailed instructions on how to register, submit, modify or cancel a bid in the eTendering system are provided in the e-Tendering system Bidder User Guide and Instructional videos available on this link: http://www.undp.org/content/undp/en/home/operations/procurement/business/procurement-notices/resources/</p> |
| 16 | 22 | Electronic submission (e-Tendering) requirements | <ul style="list-style-type: none"> Format: PDF files only File names must be maximum 60 characters long and must not contain any letter or special character other than from Latin alphabet/keyboard. All files must be free of viruses and not corrupted. Password for financial proposal submission form (Form – F) and financial proposal (Form – G) must not be provided to UNDP until requested by UNDP (see note below) <p>Note:</p> <ul style="list-style-type: none"> The Proposer is required to prepare and submit the Financial Proposal Submission Form (Form – F) and Financial Proposal Form (Form – G) in a password protected PDF files separate from the rest of the proposal submission as indicated in the Instructions to Proposers. Password for the Financial Proposal Submission Form (Form – F) and Financial Proposal Form (Form – G) must not be provided to UNDP until it is formally requested by UNDP focal point indicated below: tahir.islam@undp.org |
| 17 | 27 36 | Evaluation Method for the Award of Contract | <p>Combined Scoring Method, using the 70%-30% distribution for technical and financial proposals respectively</p> <p>Where the minimum passing score of technical proposal is 70%.</p> |
| 18 | | Expected date for commencement of Contract | <i>October 1, 2019</i> |



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| 19 | | Maximum expected duration of contract | Expected duration of work will be fifteen (15) months effective from the date as per the work plan subject to the signing of the contract. |
| 20 | 35 | UNDP will award the contract to: | One Proposer Only |
| 21 | 39 | Type of Contract | Purchase Order and Contract for Goods and Services for UNDP http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html |
| 22 | 39 | UNDP Contract Terms and Conditions that will apply | UNDP General Terms and Conditions for Professional Services http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html |
| 23 | | Other Information Related to the RFP | <ul style="list-style-type: none"> ▪ Contract effectiveness is linked with below mentioned conditions: <ul style="list-style-type: none"> - Upon receipt of valid Performance bond and - Upon contract signing from both parties. ▪ Technical and Financial proposals should be submitted in separate PDF files and financial proposal must be password protected. <p>Note:</p> <p>While entering financial proposal in the e-tendering system, always mention your bid price as PKR 1. Please do not mention the value of your financial proposal in the e-tendering system. It should only be mentioned in the Password Protected File/Attachment of Financial Proposal Submission Form (Form – F) and Financial Proposal Form (Form – G). The proposals of those organizations who would reveal their financial proposal value in the e-tendering system will be considered as disqualified.</p> |



Section 4. Evaluation Criteria

Preliminary Examination Criteria

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

- Appropriate signatures
- Power of Attorney
- Minimum documents provided as mentioned in Form B
- Technical and Financial Proposals submitted separately
- Proposal Validity
- Proposal Security submitted as per RFP requirements with compliant validity period

Minimum Eligibility and Qualification Criteria

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

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

| Subject | Criteria | Document requirement | Submission |
|--|--|---------------------------------|------------|
| ELIGIBILITY | | | |
| Legal Status | Vendor is a legally registered entity. | Form B: Bidder Information Form | |
| Eligibility | Vendor is not suspended, nor debarred, nor otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization in accordance with RFP clause 3. | Form A: Technical Proposal Form | Submission |
| Conflict of Interest | No conflicts of interest in accordance with RFP clause 4. | Form A: Technical Proposal Form | Submission |
| Bankruptcy | Not declared bankruptcy, not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal action against the vendor that could impair its operations in the foreseeable future. | Form A: Technical Proposal Form | Submission |
| QUALIFICATION | | | |
| History of Non-Performing Contracts¹ | Non-performance of a contract did not occur as a result of contractor default for the last 3 years. | Form D: Qualification Form | |

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

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| Litigation History | No consistent history of court/arbitral award decisions against the Bidder for the last 3 years. | Form D: Qualification Form |
| Previous Experience | At least Three (03) years of professional experience in the implementation of similar activities as mentioned in the TORs. | Form D: Qualification Form |
| Financial Standing | Minimum average annual turnover of USD 1.2 million for the last 05 years, <i>(For JV/Consortium/Association, all Parties cumulatively should meet requirement). Not Applicable</i> | Form D: Qualification Form |
| | Bidder must demonstrate the current soundness of its financial standing and indicate its prospective long-term profitability. <i>(For JV/Consortium/Association, all Parties cumulatively should meet requirement). Not Applicable</i> | Form D: Qualification Form |

Technical Evaluation Criteria

The proposer should present separate technical and financial proposals against implementation of the deliverables of the district of Kurram;

| Summary of Technical Proposal Evaluation Forms | | Score Weight | Points Obtainable |
|--|---|--------------|-------------------|
| 1. | Organization's basic qualifications and expertise in the required field | 30% | 210 |
| 2. | Proposed Methodology, Approach, Activities and Implementation Plan | 45% | 315 |
| 3. | Management Structure and Key Personnel Requirements | 25% | 175 |
| Total | | | 700 |

| Organization's Basic Qualifications | | |
|-------------------------------------|---|----|
| 1.1 | Organizational capacity of the Organization- constitution and meetings of board or governors, organizational structure (separate HR, Finance, Internal Audit Procurement Departments) | 70 |
| 1.2 | Financial strength of the Organization(Average turnover of last 03 years) to be calculated as ({proposer's turnover/highest turnover} *75) | 75 |
| 1.3 | Experience working with UN agencies or international organizations | 15 |
| 1.4 | Number of No Objection Certificates received for Federally Administered Tribal Area in last 3 years (6 points for each NOC, upto a maximum of 30) | 30 |
| 1.5 | Organizational Commitment to Sustainability -Organization is compliant with ISO 14001 or ISO 14064 or equivalent – 5 points | 20 |

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| | -Organization is a member of the UN Global Compact -5 points -Organization demonstrates significant commitment to sustainability through some other means- 10 points, for example internal company policy documents on women empowerment, renewable energies or membership of trade institutions promoting such issues | |
| Subtotal 1 | | 210 |

| Proposed Methodology, Approach, Activities and Implementation Plan | | |
|---|---|------------|
| 2.1 | To what degree does the proposer understand the intended task; the objectives, the deliverables, intended activities and the themes within which the assignment is ought to be carried out? | 100 |
| 2.2 | Comprehensive Proposed Methodology: How the proposed methodology meets or exceeds the TOR, while ensuring appropriateness of the approach to the local conditions and the rest of the project operating environment. | 70 |
| 2.3 | Presentation and Workplan: Is the presentation clear and the sequence of activities and the planning logical, realistic and promise efficient implementation? | 65 |
| 2.4 | Monitoring plan: Has the proposer indicated a monitoring plan to effectively monitor the activities and reflected the resources /services to carry out monitoring? Are there any risks identified while implementing the assignment and what are the proposed mitigation measures outlined in the proposal? | 60 |
| 2.5 | Demonstration of ability to plan, integrate and effectively implement sustainability measures in the execution of the contract | 20 |
| Subtotal 2 | | 315 |

| Management Structure and Key Personnel Requirements | | |
|--|--|----|
| 3.1 | Coordinator/Project Manager 1: | |
| | At least 5 years of experience of project management Five(05) years' Experience (15 Points) Above Five (05) years' and upto Seven(07) Experience (20 Points) Above Seven (07) years' Experience (25 Points) | 25 |
| | Master's Degree in Social Science/MBA/MPA or equivalent. | 05 |
| | Provide two Copies of the Published Reports for National or International Organizations or donor agencies or independently published work. Five (05) Points for each Report. | 10 |
| 3.2 | Social Mobilization Team Lead 1: | |
| | Master degree in Social Science/MBA/MPA or equivalent. | 05 |
| | Must have at least 3 years' of experience in community-based activities. Three(03) years' Experience (15 Points) Above Three (03) years' Experience (20 Points) | 20 |
| 3.3 | Social Mobilizers 4: | |
| | Master degree in Social Science/MBA/MPA or equivalent For above mentioned Master Degree = 05 Points for each Mobilizers'degree | 20 |
| | Each Social Mobilizer must have at least 3 years' experience in community-based activities. Three(03) years' Experience (15 Points) | 20 |

| | | |
|-------------------|---|------------|
| | Above Three (03) years' Experience (20 Points) | |
| 3.4 | Lead Civil Engineer 1: | |
| | At least 5 years of experience in similar community-based projects | 15 |
| | Five (05) years' Experience (10 Points) Above Five (05) years' Experience (15 Points) | |
| | BSc in Civil Engineering or Equivalent | 10 |
| 3.5 | M&E Lead 1: | |
| | Bachelor's degree in Statistics, Economics, Social Sciences or related field. | 10 |
| | Minimum 2 years of Experience in Monitoring & Evaluation of Humanitarian Projects including analyzing and conducting the socio-economic assessments. Two (02) years' Experience (7 Points) Above Two (02) years' Experience (10 Points) | 10 |
| 3.6 | Finance Lead 1 | |
| | Part Qualified CA/ACCA or Masters Degree in accounting/finance, | 10 |
| | At least 5 years of relevant experience: Five (05) years' Experience (10 Points) Above Five (05) years' Experience (15 Points) | 15 |
| Subtotal 3 | | 175 |

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Section 5. Terms of Reference

Engagement of an Organization for Stabilization through Inclusive Livelihoods in the Tribal District of Kurram of Khyber Pakhtunkhwa (KP), Pakistan

A. Project Title:

FATA Transition and Recovery Program

B. Project Description and Objectives:

The total population of Tribal Districts (erstwhile FATA) of Khyber Pakhtunkhwa (KP) is approximately 5 million, spread over 27,220 square kilometers. Erstwhile FATA has been negatively affected by decades of poverty, conflict and under-development, and its human and economic development indicators are generally poor and lag behind other areas of Pakistan.

In December 2017, the United Nations (UN) and the World Bank (WB) with support from different governmental and non-governmental institutions led a multi-faceted analysis of the vulnerabilities, challenges and opportunities for peaceful development in the tribal districts of KP following the returns of over 95% of the Temporarily Displaced Persons (TDPs). Findings of the FATA Vulnerability Assessment indicate that actions to date have been inadequate to sustain the return of TDPs, and that much of the return population lacks secure livelihoods, access to agricultural inputs and land, income-generating opportunities, access to quality basic services and adequate shelter. Weak governance, security concerns and limited access to justice contribute to the region's on-going fragility and instability. The humanitarian-development nexus in fragile states, disasters and conflict requires complementary action by humanitarian and development actors. It is believed that support to recover livelihoods, strengthening resilience and expanding opportunities to maximize incomes will contribute to the stabilization of the area.

The United Nations Office for the Coordination of Humanitarian Affairs (UNOCHA) reported that a total of 5.3 million people² had been temporarily displaced from across FATA and that a total of 4.3 million had returned in the same period³. The return process is almost complete however the returning families have to face severe hardships due to damaged infrastructure, lack of basic services and limited livelihood opportunities.

In order to overcome these challenges and stabilize the economy of Erstwhile FATA or the Tribal Districts, UNDP is implementing a programme "FATA Transition and Recovery Program" (FTRP) with the financial assistance of the Government of Japan (GoJ). The Kurram District has unmet needs that need to be addressed urgently. This project directly contributes to the Livelihoods and Economic Growth and Basic Services outputs in Kurram.

The key outputs of the project are provision of economic opportunities and improved access to basic social services.

Objectives

The selected Organization will support the program in achieving the project output of improving the economic conditions of the Erstwhile FATA population through social cohesion, improving access to basic services and enhancing livelihood opportunities, with particular focus on women.

² It may be noted that the total number of displaced reported is greater than the total population reported by the FATA Secretariat. This reflects both the possibility of multiple displacements or, more likely, the incorrect estimate of the population in the absence of a proper census.

³ https://www.humanitarianresponse.info/en/system/files/documents/files/displacements_and_returns_in_kp_and_fata_2008_-_2016_as_of_april_2016.pdf

The assistance provided under this project will help to create an environment of peace and mutual coexistence; to support most vulnerable households in meeting their most immediate needs; and to support the sustainability of the return process to Kurram district by re-establishing community access to basic service infrastructure and rebuilding their livelihoods.

The project will be implemented in close coordination and consultation with relevant government institutions particularly the KP Provincial Secretariat and the Government of KP. It will also benefit from partnerships with specialized UN agencies, non-government organizations, civil society, academia and the private sector. The project will seek overall guidance from the FATA Return and Rehabilitation Strategy steering committee that is co-chaired by the Additional Chief Secretary of KP Secretariat and the UNDP Resident Representative.

Independent monitoring shall be carried out by experienced and qualified project staff and, third party monitoring firms, as well beneficiary communities.

This project will contribute to the achievements of output 6 of the UNDP Country Programme Document.

Expected Outputs

UNDP is now seeking to engage an Organization for the implementation of the following Outputs in Kurram district.

Output 1: Improved social cohesion and enhanced knowledge of drivers of cohesion in Kurram District of KP

- 1.1: Establish Community organizations
- 1.2: Enhance social cohesion and dialogue mechanisms
- 1.3: Organize sport events to promote social cohesion

Output 2: High Priority community-based infrastructure rehabilitated

- 2.1: Identification, rehabilitation and restoration of community-based physical Infrastructure.

Output 3: Improved Livelihood opportunities created for TDP returnees

- 3.1: Number of youth received vocational skills training
- 3.2: Number of trainees provided toolkits.

Scope of Work

UNDP under FTRP requires the services of an Organization that has considerable field level experience in early recovery/development and livelihoods initiatives with focus on community engagement knowledge of Erstwhile FATA, and previous work and ability to access Kurram districts. The organization will be required to perform activities in around 56 communities in Kurram district. The restoration of basic services will be complemented by interventions geared towards improving livelihoods. The interventions implemented by the Organization will benefit approx. 9,800 people in the district.

a) Activities:

The implementation of the project will be rights-based and guided by humanitarian principles including neutrality, impartiality while ensuring protection of vulnerable people from harassment, misconduct and corruption and misuse of resources amongst others. The Organization will uphold the highest standards and professionalism when implementing the project's activities that include:

1: Establish/reactivate and strengthen community organizations: The Organization will establish male and female community organizations (COs) depending on the population of the village. Proper community engagement and mobilization process will be undertaken before the implementation of activities. Selected communities will undergo a series of trainings that will be focused on building their

capacities. Emphasis should be given in the formation of women community organizations, that will ensure their engagement in the decision-making process. The local communities will be engaged in the implementation and monitoring of schemes.

1.1 Training of community organizations in community management, negotiation, and accounting/record keeping skills.

The communities will be given formal community management skills and leadership management skills training. This will help the communities in taking ownership of the proposed activities and will ensure a smooth transition of ownership from implementing agency to the target population. In later stages of implementation, the Implementing partner will organize financial capacity building and monitoring and evaluation trainings for the targeted communities. Additional trainings may be provided as per needs identified in consultation with the target communities.

The implementing partner/proposer/successful bidder will submit training reports alongwith participants list with the invoice

Target: 56 Community Organizations* 25 Households per Community Organization* 7 persons per Household

Estimated Beneficiaries: 9,800

1.2: Engagement of community organizations in social cohesion & dialogues. The Organization will enhance communities' engagement throughout the project period to ensure proper planning, identification of priorities, and enhanced dialogue with local authorities and cross-tribes to foster peace-building and stability in the area.

The activities under this output will enhance peace-building initiatives and dialogues among different tribes and sub-tribes to achieve peace in the region. The discussion platforms provided by successful bidders will provide an opportunity to the targeted communities to establish linkages between them and the civilian administration in the district. The community engagement and social cohesion process will be supported by different activities that will include arrangement of Jirga, seminars and social events to bring close all the stakeholders in the targeted communities.

The Organization will design a communication strategy geared towards community engagement and empowerment. The strategy will be aligned with the Government of KP Communications strategy for newly merged districts. The specific outputs include:

- Arrange dialogues amount youth, local community, academia, government for peace building initiatives
- Development and implementation of communication strategy for community engagement.

Target: 5 events * 10 COs per event * 2 participating members per CO.

Estimated Beneficiaries: 100

1.3: Organize sport events to promote social cohesion: The Organization will facilitate the local administration and the communities in organizing cricket and volley ball leagues to promote social cohesion through sports in the target villages in coordination with the district sports department. The Organization will give responsibility to the communities to select team members from their respective cluster of villages. The Organization will ensure equal representation of all tribes in the sport events, depending on their skill and interest in sports. The Organization will encourage the communities to report on sports activities on social media platforms (Facebook/Twitter) and finalize a government endorsed schedule of cricket/football and volleyball matches in the intervention areas.

Target: 5 events * 5 sports teams per event * 11 members per team

Estimated Beneficiaries: 275

2: Identification, rehabilitation and restoration of community-based physical infrastructure: The Organization will undertake the rehabilitation of infrastructure schemes in Kurram in coordination with the District Civil Administration. The schemes will be selected through comprehensive need assessment that may include but is not limited to; rehabilitation of gravity-based drinking water supply schemes, installing solar power equipment for water supply schemes, retaining walls, rehabilitation of link roads and street pavements. A standard cost of PKR. 1.5 million will be allocated for each identified scheme. The costs incurred on the schemes will be reimbursed on actual basis.

- i. Support creation of community recovery plans, identifying most pressing community schemes' priority rehabilitation needs.
- ii. In collaboration with communities, prepare scheme feasibility documents, including scheme design and BOQs for community physical infrastructure schemes.
- iii. Support validation of schemes by the community and manage implementation of the rehabilitation work as per required specifications and quality standards.

The identified schemes will be shared with the District civil administration and their endorsement will be documented. This will ensure to avoid duplication that the scheme is not included in the Govt's Annual Development Plan. Finally, the BOQs, design and cost estimates will be submitted to UNDP for approval. A proper inauguration ceremony will be organized in which Govt. officials and Law Enforcement officials will be invited to share their views on the importance of the schemes.

The schemes will be implemented by target communities and not through further sub-contracting. This will provide local population to become part of the short-term income generation activities and will ensure timely completion of proposed schemes. The construction work will be managed by the local community organization through its selected signatories. The successful bidder will provide capacity building training to the community organization so that they are able to monitor the activities socially and financially.

The payment to the CO will be made in tranches as agreed during the planning stages of the project implementation. The infrastructure team of the proposer will be responsible for the facilitation of COs in timely completion of tasks under a tranche, and also ensuring quality work on the schemes.

The final tranche for the scheme will be released after the verification of UNDP third party monitoring team and substantial certification from Organization duly endorsed by district administration.

Target: 56 Community Infrastructure schemes * 25 Beneficiary Households per scheme* 7 persons per Household

Estimated Beneficiaries: 9,800

3: Market based employment opportunities provided for youth through skills training:

The assistance provided through this project should help the local youth enhancing income generating skills for increased income through use of improved practices. Under this output youth from the target tribal districts will be provided with technical and vocational skills training that have relatively high market demand and can be practical for the youth to contribute to the development of their area. The implementing partner will be required to mobilize communities and therefore identify men and women beneficiaries who should be trained under different traits.

The successful bidder will conduct two activities under this output.



i). Selection of male beneficiaries for agreed vocational training trades and transportation to the Training Institute. The successful bidder will submit transportation cost which will include travelling from central point in one district to the training institutes in Peshawar, Nowshera and Islamabad.

ii). Selection and training of Female beneficiaries in the target villages. The final training trades will be communicated to UNDP for approval. Female trainees will be given stipend and tool kits during the training program. A fixed amount of Rs 2500 will be paid to each female trainee during the training program as stipend. The amount will be budgeted in the proposer's budget. Whereas, the toolkit will be procured by UNDP and will be handed over to the successful bidder for further distribution among the trainees. The bidder will arrange space for storage of the business kits at central point(s) for distribution to the beneficiaries.

Target: 425 youth (255 male & 170 women)

Estimated Beneficiaries: $425 \times 7 = 2,975$

Estimated Timeline of Activities

| Sr. # | Deliverables | Target | Mean of Verification | Record to be kept by NGO | Timeline |
|-------|--|---|---|--|----------|
| 1 | Inception report with an implementation methodology and workplan | 1 Report | Report with implementation plan | | Oct 2019 |
| 2.1 | Establish/reactivate, strengthen community organizations and training in management, negotiation, and accounting/record keeping skills, BOQs of 25 CPI Schemes submitted to UNDP and approved by UNDP | 50 COs (30 Males Cos and 20 Female COs) 25 CPIs | List of COs with members & contact details, Community meeting reports BOQs, cost estimate and Design of CPIs | IP team composition and their selection process, travel records, payment receipts, minutes of meetings with different stakeholders | Dec 2019 |
| 2.2 | Engagement of community organizations in social cohesion & dialogues and organize sports events | 5 social cohesion events 5 sports events (30% women participant) | Event reports with pictures | Meeting minutes with key stakeholders, payment receipts, invoices | |
| 3 | Market based employment opportunities provided for youth through skills training | 425, (255 males and 170 females @40%) | Training Evaluation Report (Pre- & post assessment, trainees' database, attendance | Pre & post assesment evaluation reports, record of stipend payments, transportati | Feb 2020 |

| | | | | | |
|---|--|---|--|---|----------|
| | BOQs of 25 CPI Schemes submitted to UNDP and approved by UNDP | 25 CPIs | sheet), trainees' book BOQs, cost estimate and Design of CPIs | on payments, advertisement copy, interview / selection record | |
| 4 | Completion of 50 community-based physical infrastructure (CPIs) schemes, | 50 CPIs (20 schemes prioritized by women COs) | CPI database, 1-page brief of each CPI with pictures, Implementation plan, Scheme book | CO resolution, schemes endorsement, technical/social/environmental feasibility, drawing/design data, cost estimates/BOQs, Site Plans, | May 2020 |
| 5 | Final Report | 1 Report | Final narrative & financial report on the completion of all the deliverables along with supporting documents | | Aug 2020 |

b) Geographic Coverage of Activities:

The project activities will be implemented in district Kurram

UNDP will provide guidance to the Organization on the areas to be targeted by the project interventions with sub-tehsil level detail. Under UNDP's guidance, and in collaboration with the community organisations, the Organization will conduct appropriate assessments to identify target beneficiary groups based on vulnerability and previously established selection criteria.

c) Beneficiary Targeting and Caseload:

The project will target vulnerable families/returnees that have lost productive assets and livelihoods during the prolonged security crisis and displacement; and are not currently receiving assistance from national or international partners, thus avoiding duplication of support and overlap with other ongoing relief and recovery activities.

The support will also include existing local population in areas of return, that may have also been severely affected by the crisis and may require assistance.

d) Travel and Stipend Costs (Technical & Vocational skills training):

- Arranging transport for the trainees will be the responsibility of the bidder. The transport arrangements and the associated costs would be reimbursed by UNDP on actual cost basis.
- All women trainees enrolled in the training programme will be provided training by the bidder at the community level for the entire duration of the course.
- A monthly stipend of **PKR 2,500 per month** shall be paid by the bidder to the female trainees after verifying and documenting 85% attendance of lecture

e) Infrastructure Rehabilitation Implementation Modalities:

Based on the assessments at the community level, rehabilitation activities will be identified, and work plans prepared reflecting priority interventions, caseload and geographic areas. Community organisations, or equivalent where such a community body exists will be involved in the identification of beneficiaries and community assets/infrastructure to be rehabilitated. Priority will be given to schemes which are endorsed by female members of the target communities. Wherever possible, schemes should also engage disabled members of the community. The activities will be implemented in coordination with the civil administration.

f) Database for Beneficiaries:

There will be one beneficiary database for all project activities that will be managed by the Organization following guidelines provided by UNDP M&E unit. If a capacity gap is identified, UNDP reserves the right to ensure quality database management through a third party where cost will be borne by the Organization.

The selected Organization will provide timely beneficiaries data /reports to UNDP whenever requested.

g) Roles and Responsibilities:

UNDP will:

- Provide technical support to the Organization in implementing the project;
- Give regular inputs over the course of different stages of the assignment;
- Participate, as needed, in consultation workshops with relevant stakeholders;
- Attend events either through its staff or its third-party monitoring firm;
- Supervise and monitor the Organization activities at field level against the progress provided by the partner, directly or through third parties;
- Approve the methodology, implementation strategy, content developed and ensure UN quality standards;
- Conduct orientation and training of key project staff and coordinators arranged by the Organization to roll out the project activities at the grassroots level with local communities in the selected districts;
- Evaluate the performance based on a set of indicators;
- Conduct project evaluation to measure the outcomes and impact of the project.

Organization will:

- Submit proposals for the assignment in the intervention communities, including detailed work plans and monitoring plans, selection criteria of schemes, beneficiaries and communities, and realistic budget;
- Ensure timely submission of NOC documents to concerned authorities and secure NOC within 8 weeks from the date of award of contract for the work in target areas. In case NOC

- is not secured within 8 weeks period UNDP has the right to cancel the contract immediately;
- Coordinate/liaise with all relevant stakeholders, including implementing parties of UN consortium partner, civil and military authorities, other projects in the same target areas, on rehabilitation/livelihoods activities;
 - In consultation with UNDP, review and amend project strategy in response to feedback and lessons learnt from the field;
 - Involve citizens of target communities in the planning, implementation and monitoring of the various project activities;
 - Develop Accountability to Affected Populations awareness materials as required;
 - Support the establishment and enhancement of an effective project complaint and response system;
 - Identify potential risks and institute mitigation measures as needed. The Organization is required to escalate all issues and risks to UNDP for consultation.
 - Facilitate and organize community activities that could foster cooperation and good relationship between civilian authorities and the community;
 - Ensure value for money and high impact result of the various interventions.
 - Provide regular reports to UNDP focal persons and respond swiftly to ad-hoc requests;
 - Document the project results and impact through case studies, photos, videos and personal statements of beneficiaries;
 - Ensure regular collection of all means of verification of project activities (as agreed with UNDP as part of the monitoring plan) and that copies of said means of verifications are available at all times with the Organization for UNDP's access. All project related documents will need to be made promptly available for auditing purposes and archived for a duration of 5 years;
 - Identify and engage youth for trainings based on a well-defined inclusive beneficiary selection criterion, which is guided by assessments;
 - Identify and select of trainees from local community through advertisements in the media, as well as through formal community mobilization process.
 - Conduct interviews of nominees and select the most suitable candidates for the vocational skills trainings. UNDP staff will have the authority to participate as ex-officio in selection interviews;
 - Carry out pre-training mentorship of the selected youth to increase the success ratio of the vocational training institutes;
 - Actual training of beneficiaries will be conducted by third party service providers identified and mobilized by UNDP;
 - Identify of technical vocational skills trainings for women as per market demand and actual needs of beneficiaries;
 - Develop women-specific technical vocational skills trainings curriculum in consultation with UNDP;
 - Provide on-site training for women beneficiaries.
 - Provide Job placement linkages to the trained beneficiaries.
 - Keep record of community files, CPI database/schemes profiles, training evaluation forms etc.
 - Documentation as completion of each deliverable: eg list of COs with details of the members, training evaluation report, event reports with pictures and other means of verifications (MoVs)etc.

h) Monitoring Reporting, Evaluation and Facilitation of Process:

Monitoring and Evaluation Framework should be developed in collaboration with UNDP to ensure compliance with UNDP's M&E standards, including activities, SMART indicators, tools and means of data collection and verification, frequency of data collection, and other relevant details. MFP in consultation with UNDP will provide the following:

1. Result based M&E plan (Indicators, data collection methods, Sources of data, data collection frequency & responsibilities, etc.)



2. Risks and mitigations
3. Reporting mechanism and frequency (Progress and results reports) – It would be preferable to identify what content would form the specific report
4. Provision of detailed workplan
5. Data quality assurance mechanisms related to interventions

C. Time Frame and Payment

Timeframe and Payment

Payments will be made on the basis of the financial proposal submitted by the proposer (template provided as Form – G) and shall include two parts.

Part A

Part A includes the stipend cost, boarding cost and CPI cost which shall be paid on a cost reimbursable basis.

Part B-1

Part B-1 includes the cost of implementing the activities as per below mentioned deliverables

Part B-2

Part B-2 will have the operations and administrative cost such as staff salaries, travel, supplies, utilities etc.

Payment for Part A will be made based on submission of invoice confirming completion of work and its certification by UNDP.

The remaining payment i.e Part B-1 + Part B-2 will paid based on achievements of the deliverables below.

| Sr.# | Deliverables | % Payment |
|------|--|-----------|
| 1 | Inception report with an implementation methodology and work plan | 20% |
| 2.1 | Establish/reactivate, strengthen community organizations and training in management, negotiation, and accounting/record keeping skills, BOQs of 25 CPI Schemes submitted to UNDP and approved by UNDP | 35% |
| 2.2 | Engagement of community organizations in social cohesion & dialogues and organize sports events | |
| 3 | Market based employment opportunities provided for youth through skills training BOQs of 25 CPI Schemes submitted to UNDP and approved by UNDP | 35% |
| 4 | Final Report | 10% |

D. Institutional Arrangement

The specific authority/ies who will directly supervise the work of the Service Provider, and to whom the Service Provider will be directly responsible to, reporting to, seeking approval from, and obtaining certificate of acceptance of output is following:

Chief Technical Advisor will supervise the Organization and to whom the Organization will be directly responsible, reporting, and seeking approval/acceptance of output from.

E. Progress Reporting Requirements

1. Approval by UNDP of project inception report.
2. Progress reporting of each deliverable on a monthly basis.
3. Final narrative and financial reports of 100% target achieved by Project, Project Completion Report, and submission of all other supporting documents related to procurement and photos

F. Duration of the Work

Expected duration of work is fifteen (15) months effective from the date as per Work Plan subject to the signing of the contract. The envisaged commencement date is 01-October-2019.

G. Location of Work

The Organization's main duty station will be in Kurram district of Khyber Pakhtunkhwa. The Organization should be flexible in traveling to areas where required.

Note: The program can commence immediately after a contract is signed. UNDP expects that those submitting proposals will factor this timeline into account.



Section 6: Returnable Bidding Forms / Checklist

This form serves as a checklist for preparation of your Proposal. Please complete the Returnable Bidding Forms in accordance with the instructions in the forms and return them as part of your Proposal submission. No alteration to format of forms shall be permitted and no substitution shall be accepted. Before submitting your Proposal, please ensure compliance with the Proposal Submission instructions of the BDS 22.

Technical Proposal Envelope:

| | |
|--|--------------------------|
| Have you duly completed all the Returnable Bidding Forms? | |
| ▪ Form A: Technical Proposal Submission Form | <input type="checkbox"/> |
| ▪ Form B: Bidder Information Form | <input type="checkbox"/> |
| ▪ Form C: Joint Venture/Consortium/ Association Information Form | <input type="checkbox"/> |
| ▪ Form D: Qualification Form | <input type="checkbox"/> |
| ▪ Form E: Format of Technical Proposal | <input type="checkbox"/> |
| ▪ Form H: Proposal Security Form | <input type="checkbox"/> |
| Have you provided the required documents to establish compliance with the evaluation criteria in Section 4? | <input type="checkbox"/> |

Financial Proposal Envelope

(Must be submitted in a password protected PDF file)

| | |
|--|--------------------------|
| ▪ Form F: Financial Proposal Submission Form | <input type="checkbox"/> |
| ▪ Form G: Financial Proposal Form | <input type="checkbox"/> |



Form A: Technical Proposal Submission Form

| | | | |
|-----------------|-------------------------------|-------|-------------|
| Name of Bidder: | [Insert Name of Bidder] | Date: | Select date |
| RFP reference: | [Insert RFP Reference Number] | | |

We, the undersigned, offer to provide the services for [Insert Title of services] in accordance with your Request for Proposal No. [Insert RFP Reference Number] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal and our Financial Proposal sealed under a separate envelope.

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

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

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

We offer to provide services in conformity with the Bidding documents, including the UNDP General Conditions of Contract and in accordance with the Terms of Reference

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

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

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

Name: _____

Title: _____

Date: _____

Signature: _____

[Stamp with official stamp of the Bidder]



Form B: Bidder Information Form

| | |
|--|--|
| Legal name of Bidder | [Complete] |
| Legal address | [Complete] |
| Year of registration | [Complete] |
| Bidder's Authorized Representative Information | Name and Title: [Complete] Telephone numbers: [Complete] Email: [Complete] |
| Are you a UNGM registered vendor? | <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, [insert UGNM vendor number] |
| Are you a UNDP vendor? | <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, [insert UNDP vendor number] |
| Countries of operation | [Complete] |
| No. of full-time employees | [Complete] |
| Quality Assurance Certification (e.g. ISO 9000 or Equivalent) (If yes, provide a Copy of the valid Certificate): | [Complete] |
| Does your Company hold any accreditation such as ISO 14001 related to the environment? (If yes, provide a Copy of the valid Certificate): | [Complete] |
| Does your Company have a written Statement of its Environmental Policy? (If yes, provide a Copy) | [Complete] |
| Contact person UNDP may contact for requests for clarification during Proposal evaluation | Name and Title: [Complete] Telephone numbers: [Complete] Email: [Complete] |
| Please attach the following documents: | <input checked="" type="checkbox"/> Power of Attorney to the authorised representative to submit/sign the RFP submission documents and for further correspondence with UNDP on behalf of organization. <input checked="" type="checkbox"/> Technical and Financial proposals should be submitted as separate PDF files. Financial Proposal must be password protected.; <input checked="" type="checkbox"/> Proposer's Profile providing organogram,details of employees, CVs of key professionals, list of clients and available facilities/expertise;. <input checked="" type="checkbox"/> Tax Registration/Payment Certificate issued by the Internal Revenue Authority evidencing that the Proposer is updated with its tax payment obligations, or Certificate of Tax exemption, if any such privilege is enjoyed by the Proposer <input checked="" type="checkbox"/> Latest Audited Financial Statements (Income Statement and Balance Sheet) including Auditor's Report for the past Five years 2013-2014,2014-2015,2015-16, 2016-17 & 2017-18. |

- ☒ Certificate of Registration of the Business, including Articles of Incorporation, or equivalent document if Proposer is not a corporation.
- ☒ Quality Certificate (e.g., ISO, etc.) and/or other similar certificates, accreditations, awards and citations received by the Bidder, if any
- ☒ Statement of Satisfactory Performance from the Top Three Clients in terms of Contract Value the past three years for reference. Note: Please provide the latest contact details of the focal point at client for which performance certificates will be provided.
- ☒ Copies of 3 contracts of similar nature and complexity implemented over the last 3 years
- ☒ All information regarding any past and current litigation during the last three (3) years, in which the bidder is involved, indicating the parties concerned, the subject of the litigation, the amounts involved, and the final resolution if already concluded.
- ☒ In case of NGO, valid Memorandum of Understanding with the Economic Affairs Division (EAD) – Pakistan should be available for NGO;

SC

Form C: (Not Applicable)

Joint Venture/Consortium/Association Information Form

| | | | |
|-----------------|-------------------------------|-------|-------------|
| Name of Bidder: | [Insert Name of Bidder] | Date: | Select date |
| RFP reference: | [Insert RFP Reference Number] | | |

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

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

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

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

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

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

Name _____ of _____ partner: Name _____ of _____ partner:

Signature: _____

Signature: _____

Date: _____

Date: _____

Name _____ of _____ partner:

Name _____ of _____ partner:

Signature: _____

Signature: _____

Date: _____

Date: _____



Form D: Qualification Form

| | | | |
|-----------------|-------------------------------|-------|-------------|
| Name of Bidder: | [Insert Name of Bidder] | Date: | Select date |
| RFP reference: | [Insert RFP Reference Number] | | |

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

Historical Contract Non-Performance

| <input type="checkbox"/> Contract non-performance did not occur for the last 3 years | | | |
|--|------------------------------------|---|---|
| <input type="checkbox"/> Contract(s) not performed for the last 3 years | | | |
| Year | Non- performed portion of contract | Contract Identification | Total Contract Amount (current value in US\$) |
| | | Name of Client: Address of Client: Reason(s) for non-performance: | |

Litigation History (including pending litigation)

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

Previous Relevant Experience

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

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

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

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

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

Financial Standing

| | | |
|---|------|-----|
| Annual Turnover for the last 05 years | Year | USD |
| | Year | USD |
| | Year | USD |
| Latest Credit Rating (if any), indicate the source | | |

| Financial information (in US\$ equivalent) | Historic information for the last 3 years | | | | |
|---|---|--------|--------|--------|--------|
| | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 |
| | <i>Information from Balance Sheet</i> | | | | |
| Total Assets (TA) | | | | | |
| Total Liabilities (TL) | | | | | |
| Current Assets (CA) | | | | | |
| Current Liabilities (CL) | | | | | |
| | <i>Information from Income Statement</i> | | | | |
| Total / Gross Revenue (TR) | | | | | |
| Profits Before Taxes (PBT) | | | | | |
| Net Profit | | | | | |
| Current Ratio | | | | | |

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

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

Form E: Format of Technical Proposal

| | | | |
|-----------------|-------------------------------|-------|-------------|
| Name of Bidder: | [Insert Name of Bidder] | Date: | Select date |
| RFP reference: | [Insert RFP Reference Number] | | |

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

SECTION 1: Expertise of Firm / Organization

- 1.1 Brief description of the, including the year and country of incorporation, and types of activities undertaken.
- 1.2 General organizational capability which is likely to affect implementation: management structure, financial stability and project financing capacity, project management controls, extent to which any work would be subcontracted (if so, provide details).
- 1.3 Relevance of specialized knowledge and experience on similar engagements done in the region/country.
- 1.4 Quality assurance procedures and risk mitigation measures.
- 1.5 Organization's commitment to sustainability.

SECTION 2: Proposed Methodology, Approach and Implementation Plan

This section should demonstrate the bidder's responsiveness to the TOR by identifying the specific components proposed, addressing the requirements, providing a detailed description of the essential performance characteristics proposed and demonstrating how the proposed approach and methodology meets or exceeds the requirements. All important aspects should be addressed in sufficient detail and different components of the project should be adequately weighted relative to one another.

- 2.1 A detailed description of the approach and methodology for how the Bidder will achieve the Terms of Reference of the project, keeping in mind the appropriateness to local conditions and project environment. Details how the different service elements shall be organized, controlled and delivered.
- 2.2 The methodology shall also include details of the Bidder's internal technical and quality assurance review mechanisms.
- 2.3 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 and how everyone will function as a team.
- 2.4 Description of available performance monitoring and evaluation mechanisms and tools; how they shall be adopted and used for a specific requirement.
- 2.5 Implementation plan including a Gantt Chart or Project Schedule indicating the detailed sequence of activities that will be undertaken and their corresponding timing.
- 2.6 Demonstrate how you plan to integrate sustainability measures in the execution of the contract.
- 2.7 Any other comments or information regarding the project approach and methodology that will be adopted.

SECTION 2A: Bidder's Comments and Suggestions on the Terms of Reference

Provide comments and suggestions on the Terms of Reference, or additional services that will be rendered beyond the requirements of the TOR, if any.

SECTION 3: Management Structure and Key Personnel

- 3.1 Describe the overall management approach toward planning and implementing the project. Include an organization chart for the management of the project describing the relationship of key

positions and designations. Provide a spreadsheet to show the activities of each personnel and the time allocated for his/her involvement.

- 3.2 Provide CVs for key personnel that will be provided to support the implementation of this project using the format below. CVs should demonstrate qualifications in areas relevant to the Scope of Services.

Format for CV of Proposed Key Personnel

| | |
|-------------------------------------|---|
| Name of Personnel | [Insert] |
| Position for this assignment | [Insert] |
| Nationality | [Insert] |
| Language proficiency | [Insert] |
| Education/Qualifications | <i>[Summarize college/university and other specialized education of personnel member, giving names of schools, dates attended, and degrees/qualifications obtained.]</i> |
| | [Insert] |
| Professional certifications | <i>[Provide details of professional certifications relevant to the scope of services]</i> |
| | <ul style="list-style-type: none"> ▪ Name of institution: [Insert] ▪ Date of certification: [Insert] |
| Employment Record/Experience | <i>[List all positions held by personnel (starting with present position, list in reverse order), giving dates, names of employing organization, title of position held and location of employment. For experience in last five years, detail the type of activities performed, degree of responsibilities, location of assignments and any other information or professional experience considered pertinent for this assignment.]</i> |
| | [Insert] |
| References | <i>[Provide names, addresses, phone and email contact information for two (2) references]</i> |
| | Reference 1: [Insert] |
| | Reference 2: [Insert] |

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

Signature of Personnel

Date (Day/Month/Year)

Sc

Form F: Financial Proposal Submission Form

| | | | |
|-----------------|-------------------------------|-------|-------------|
| Name of Bidder: | [Insert Name of Bidder] | Date: | Select date |
| RFP reference: | [Insert RFP Reference Number] | | |

We, the undersigned, offer to provide the services for [Insert Title of services] in accordance with your Request for Proposal No. [Insert RFP Reference Number] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal and our Password Protected Financial Proposal.

Our attached Financial Proposal is for the sum of [Insert amount in words and figures].

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

We understand you are not bound to accept any Proposal you receive.

Name: _____

Title: _____

Date: _____

Signature: _____

[Stamp with official stamp of the Bidder]

Note: This Financial Proposal Submission Form must be password protected and should not be included as part of the technical proposal.



Form G: Financial Proposal Form

| | | | |
|-----------------|-------------------------------|-------|-------------|
| Name of Bidder: | [Insert Name of Bidder] | Date: | Select date |
| RFP reference: | [Insert RFP Reference Number] | | |

The Bidder is required to prepare the Financial Proposal following the below format and submit the signed and stamped PDF version of financial proposal through e-tendering system. Any Financial information provided in the Technical Proposal shall lead to Bidder's disqualification. The Financial Proposal should be aligned with the requirements in the Terms of Reference and the Bidder's Technical Proposal.

Note: This Financial Proposal Form must be password protected and should not be included as part of the technical proposal.

Currency of the proposal: PKR

| Sr.# | Deliverables | % Payment | Amount in PKR |
|------|--|-----------|---------------|
| 1 | Inception report with an implementation methodology and work plan | 20% | |
| 2.1 | Establish/reactivate, strengthen community organizations and training in management, negotiation, and accounting/record keeping skills, BOQs of 25 CPI Schemes submitted to UNDP and approved by UNDP | 35% | |
| 2.2 | Engagement of community organizations in social cohesion & dialogues and organize sports events | | |
| 3 | Market based employment opportunities provided for youth through skills training BOQs of 25 CPI Schemes submitted to UNDP and approved by UNDP | 35% | |
| 4 | Final Report | 10% | |
| | Total Amount in PKR | | |

Budget template for Kurram

| PLANNED ACTIVITIES | | PLANNED BUDGET | | | Budgetary Note |
|---|--------------------|----------------|------------------|-------------------|-------------------------------------|
| List activity results and associated actions | Unit | Quantity | Unit Price (PKR) | Total Price (PKR) | |
| Part A – Cost Reimbursable costs based on actuals | | | | | |
| Transportation of male beneficiaries from Central location of Tribal districts to Peshawar, Nowshehra & Islamabad | Number | 255 | | | |
| Stipend for female beneficiaries | Beneficiary | 170 | 7,500 | 1,275,000 | Standard stipend of female trainees |
| Rehabilitation of community physical infrastructure | Number of Schemes | 56 | 1,500,000 | 84,000,000 | Anticipated Budget for each scheme |
| Sub-total A | | | | - | |
| Part B – Deliverable Based Cost | | | | | |
| Program Cost | | | | | |
| Community Organizations Formation and Trainings | Number of Cos | 56 | | | |
| Community Dialogues | Number | 5 | | | |
| Sports events | Number | 5 | | | |
| Vocational training for women | Number of Trainees | 170 | | | |
| Identification of male beneficiaries for skills training | Number of trainees | 255 | | | |
| B1 Sub-total (Programme) | | | | | |
| B2 - Operations and Administrative Cost | | | | | |
| Staff and personnel Cost | | | | - | |
| Supplies, commodities, materials | | | | - | |
| Travel Cost | | | | - | |
| Utilities Cost | | | | - | |
| Office Rent | | | | - | |
| Communications and visibility | | | | - | |
| *For any other costs, please add lines, and specify the nature of costs in the budgetary note | | | | - | |
| B2 Sub-total (Operations and Administrative Cost) | | | | | |
| Sub-total (B1+B2) | | | | | |
| Grand Total (A+B1+B2) | | | | | |

Form H: Form of Proposal Security

**Proposal Security must be issued using the official letterhead of the Issuing Bank.
Except for indicated fields, no changes may be made on this template.**

To: UNDP Representative (Rupee) Account

[Insert contact information as provided in Data Sheet]

WHEREAS [Name and address of Bidder] (hereinafter called "the Bidder") has submitted a Proposal to UNDP dated [Click here to enter a date](#), to execute Services [Insert Title of Services] (hereinafter called "the Proposal"):

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

- 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 Bidder such this Bank Guarantee:

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Bidder, up to a total of [amount of guarantee] [in words and numbers], such sum being payable in the types and proportions of currencies in which the Price 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

Signature: _____

Name: _____

Title: _____

Date: _____

Name of Bank _____

Address _____

[Stamp with official stamp of the Bank]

Section 7: FORM FOR PERFORMANCE SECURITY

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

PERFORMANCE BOND

To,

UNDP Representative (Rupee) Account:

By this Bond[INSERT NAME AND ADDRESS OF THE CONTRACTOR] as Principal (hereinafter called "the Contractor") and[INSERT NAME, LEGAL TITLE AND ADDRESS OF SURETY, BONDING COMPANY OR INSURANCE COMPANY] as Surety (hereinafter called "the Surety") are held and firmly bound unto[INSERT NAME AND ADDRESS OF EMPLOYER] as Obligee (hereinafter called "the Employer") in the amount of.[INSERT AMOUNT OF BOND IN FIGURES AND IN WORDS], for the payment of which sum well and truly to be made in the types and proportions of currencies in which the Contract Price is payable, the Contractor and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Contractor has entered into a contract with the Employer dated for[INSERT TITLE OF CONTRACT AND BRIEF DESCRIPTION OF THE WORKS] in accordance with the documents, plans, specifications and amendments thereto, which to the extent herein provided for, are by reference made part hereof and are hereinafter referred to as the Contract.

NOW, THEREFORE, the Condition of this Obligation is such that, if the Contractor shall promptly and faithfully perform the said Contract (including any amendments thereto) then this obligation shall be null and void; otherwise it shall remain in full force and effect. Whenever the Contractor shall be, and declared by the Employer to be, in default under the Contract, the Employer having performed the Employer's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

- (1) complete the Contract in accordance with its terms and conditions; or
- (2) obtain a bid or bids from qualified Bidders for submission to the Employer for completing the Contract in accordance with its terms and conditions, and upon determination by the Employer and the Surety of the lowest responsible Bidder, arrange for a Contract between such Bidder and Employer and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the Balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "Balance of the Contract Price", as used in this paragraph, shall mean the total amount payable by Employer to Contractor under the Contract, less the amount properly paid by Employer to Contractor; or
- (3) pay the Employer the amount required by Employer to complete the Contract in accordance with its terms and conditions up to a total not exceeding the amount of this Bond.

The Surety shall not be liable for a greater sum than the specified penalty of this Bond.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Employer named herein or the heirs, executors, administrators, successors and assigns of the Employer.

This bond shall be valid until twenty eight calendar days after issuance of the Certificate of Final Completion.

In testimony whereof, the Contractor has hereunto set his hand and affixed his seal, and the Surety has caused these presents to be sealed with his corporate seal duly attested by the signature of his legal representative, this.....day of.....2019

SIGNED ON:

ON BEHALF OF:

NAME & TITLE:

SIGNED ON:

ON BEHALF OF:

