

REQUEST FOR PROPOSAL

Mobile Telephony

RFP No.: RFP-UNDP-UNCITY CPH-2019-MOBILE TELEPHONY

Project: PROVISION OF MOBILE TELEPHONY TO STAFF WORKING IN COPENHAGEN,

DENMARK

Country: DENMARK

Issued on: 21 August 2019

REVISION 1: 29 August 2019

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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
- o Form D: Qualification Form
- Form E: Format of Technical Proposal
- o Form F: Financial Proposal Submission Form
- o Form G: Financial Proposal Form

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 cs.bidtender@one.un.org, indicating whether you intend to submit a Proposal or otherwise. You may also utilize the "Accept Invitation" function in eTendering 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 Jamie-Lee Bæk

Title: UNDP CS Procurement

Date: August 21, 2019

Approved by:

Name: Michael Toft

Title: UNDP Operations Manager

Date: August 21, 2019

Section 2. Instruction to Bidders

A. GENERAL PROVISI	ONS	
1. Introduction	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
	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.
	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.
2. Fraud & Corruption, Gifts and Hospitality	2.1	UNDP strictly enforces a policy of zero tolerance on proscribed practices, including fraud, corruption, collusion, unethical or unprofessional practices, and obstruction of UNDP vendors and requires all bidders/vendors observe the highest standard of ethics during the procurement process and contract implementation. UNDP's Anti-Fraud Policy can be found at http://www.undp.org/content/undp/en/home/operations/accountability/audit/officeof audit andinvestigation.html#anti
	2.2	Bidders/vendors shall not offer gifts or hospitality of any kind to UNDP staff members including recreational trips to sporting or cultural events, theme parks or offers of holidays, transportation, or invitations to extravagant lunches or dinners.
	2.3	In pursuance of this policy, UNDP (a) Shall reject a 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.
	2.4	All Bidders must adhere to the UN Supplier Code of Conduct, which may be found at https://www.un.org/Depts/ptd/sites/www.un.org.Depts.ptd/files/files/attachment/page/pdf/unscc/conduct_english.pdf
3. Eligibility	3.1	A vendor should not be suspended, debarred, or otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization. Vendors are therefore required to disclose to UNDP whether they are subject to any sanction or temporary suspension imposed by these organizations.
	3.2	It is the Bidder's responsibility to ensure that its employees, joint venture members, sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as established by UNDP.

4. Conflict of Interests

4.1

- Bidders must strictly avoid conflicts with other assignments or their own interests, and act without consideration for future work. Bidders found to have a conflict of interest shall be disqualified. Without limitation on the generality of the above, Bidders, and any of their affiliates, shall be considered to have a conflict of interest with one or more parties in this solicitation process, if they:
 - a) Are or have been associated in the past, with a firm or any of its affiliates which have been engaged by UNDP to provide services for the preparation of the design, specifications, Terms of Reference, cost analysis/estimation, and other documents to be used for the procurement of the goods and services in this selection process;
 - b) Were involved in the preparation and/or design of the programme/project related to the 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.
- 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.
- 4.3 Similarly, the Bidders must disclose in their proposal their knowledge of the following:
 - 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.

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

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

B. 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.
- 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

8.1 The Proposal shall comprise of the following documents:

Comprising the Proposal	 a) Documents Establishing the Eligibility and Qualifications of the Bidder; b) Technical Proposal; c) Financial Proposal; d) Proposal Security, if required by BDS; e) 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.
12. Proposal Security	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.
	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.
	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.
	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.
	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:
	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:

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. 13. Currencies 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: 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. 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 Consortium or their Proposal that : (i) they have designated one party to act as a lead entity, Association 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. 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. The lead entity and the member entities of the JV, Consortium or Association 14.3 shall abide by the provisions of Clause 9 herein in respect of submitting only one proposal. 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. 14.5 A JV, Consortium or Association in presenting its track record and experience should clearly differentiate between: a) Those that were undertaken together by the JV, Consortium or Association; and b) Those that were undertaken by the individual entities of the JV, Consortium or Association. Previous contracts completed by individual experts working privately but who are permanently or were temporarily associated with any of the member firms cannot be claimed as the experience of the JV, Consortium or Association or those of its members, but should only be claimed by the individual experts themselves in their presentation of their individual credentials. 14.7 JV, Consortium or Associations are encouraged for high value, multi-sectoral requirements when the spectrum of expertise and resources required may not be available within one firm.

to sign the Contract after UNDP has issued an award; or

15. Only One Proposal	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.
	15.2 Proposals submitted by two (2) or more Bidders shall all be rejected if they are found to have any of the following:
	a) they have at least one controlling partner, director or shareholder in common; orb) 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. This condition relating to the personnel, does not apply to subcontractors being included in more than one Proposal.
16. Proposal Validity Period	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.
	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.
17. Extension of Proposal Validity Period	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.
	17.2 If the Bidder agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal.
	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.
18. Clarification of Proposal	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.
	18.2 UNDP will provide the responses to clarifications through the method specified in the BDS.
	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.
19. Amendment of Proposals	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.

	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.
20. Alternative Proposals	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, UNDP reserves the right to award a contract based on an alternative proposal.
	20.2	If multiple/alternative proposals are being submitted, they must be clearly marked as "Main Proposal" and "Alternative Proposal"
21. Pre-Bid Conference	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.
C. SUBMISSION AND	OPEN	ing of proposals
22. Submission	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.
	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.
	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.
Hard copy (manual) submission	22.4	Hard copy (manual) submission by courier or hand delivery allowed or specified in the BDS shall be governed as follows:
		a) 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.
		b) 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:
		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 "Not to be opened before the time and date for proposal opening" as specified in the BDS.
		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.
Email Submission	22.5 En	nail submission, if allowed or specified in the BDS, shall be governed as follows:
	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.
eTendering submission		ectronic submission through eTendering, if allowed or specified in the BDS, all be governed as follows:
	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-notices/resources/
23. Deadline for Submission of Proposals and Late	th	omplete Proposals must be received by UNDP in the manner, and no later than e date and time, specified in the BDS. UNDP shall only recognize the date and ne that the bid was received by UNDP
Proposals		NDP shall not consider any Proposal that is submitted after the deadline for e submission of Proposals.
24. Withdrawal, Substitution, and		Bidder may withdraw, substitute or modify its Proposal after it has been bmitted at any time prior to the deadline for submission.
Modification of Proposals	Pr	anual and Email submissions: A bidder may withdraw, substitute or modify its oposal by sending a written notice to UNDP, duly signed by an authorized presentative, and shall include a copy of the authorization (or a Power of

	24.3	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" 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. 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
25. Proposal Opening	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.
D. EVALUATION OF P	ROPOS	SALS
26. Confidentiality	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.
	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.
27. Evaluation of Proposals	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.
	27.2	Evaluation of proposals is made of the following steps:
		 a) Preliminary Examination b) Minimum Eligibility and Qualification (if pre-qualification is not done) c) Evaluation of Technical Proposals d) Evaluation of Financial Proposals
28. Preliminary Examination	28.1	UNDP shall examine the Proposals to determine whether they are complete 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	29.1	Eligibility and Qualification of the Bidder will be evaluated against the Minimum Eligibility/Qualification requirements specified in the Section 4 (Evaluation Criteria).
	29.2	In general terms, vendors that meet the following criteria may be considered qualified: 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,
- 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

- 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.
- 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.
- 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 which will be based on a combination of the technical and financial score.
- 30.4 When the BDS specifies a combined scoring method, the formula for the rating of the Proposals will be as follows:

Rating the Technical Proposal (TP):

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

Rating the Financial Proposal (FP):

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

Total Combined Score:

Combined Score = (TP Rating) x (Weight of TP, e.g. 70%) + (FP Rating) x (Weight of FP, e.g., 30%)

31. Due Diligence

31.1 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:	
	a) Verification of accuracy, correctness and authenticity of informati provided by the Bidder;b) Validation of extent of compliance to the RFP requirements and evaluati	
	 criteria based on what has so far been found by the evaluation team; Inquiry and reference checking with Government entities with jurisdicti on the Bidder, or with previous clients, or any other entity that may had done business with the Bidder; 	ion ave
	d) Inquiry and reference checking with previous clients on the performan on on-going or contracts completed, including physical inspections previous works, as necessary;	
	 e) Physical inspection of the Bidder's offices, branches or other places who business transpires, with or without notice to the Bidder; f) Other means that UNDP may deem appropriate, at any stage within t selection process, prior to awarding the contract. 	
32. Clarification of Proposals	2.1 To assist in the examination, evaluation and comparison of Proposals, UN may, at its discretion, ask any Bidder for a clarification of its Proposal.	DP
	UNDP's request for clarification and the response shall be in writing and change in the prices or substance of the Proposal shall be sought, offered, permitted, except to provide clarification, and confirm the correction of a arithmetic errors discovered by UNDP in the evaluation of the Proposals, accordance with RFP.	or any
	2.3 Any unsolicited clarification submitted by a Bidder in respect to its Propos which is not a response to a request by UNDP, shall not be considered duri the review and evaluation of the Proposals.	
33. Responsiveness of Proposal	3.1 UNDP's determination of a Proposal's responsiveness will be based on t contents of the Proposal itself. A substantially responsive Proposal is one the conforms to all the terms, conditions, TOR and other requirements of the R without material deviation, reservation, or omission.	nat
	3.2 If a Proposal is not substantially responsive, it shall be rejected by UNDP a may not subsequently be made responsive by the Bidder by correction of t material deviation, reservation, or omission.	
34. Nonconformities, Reparable Errors and Omissions	4.1 Provided that a Proposal is substantially responsive, UNDP may waive any no conformities or omissions in the Proposal that, in the opinion of UNDP, do r constitute a material deviation.	
	4.2 UNDP may request the Bidder to submit the necessary information documentation, within a reasonable period of time, to rectify nonmater nonconformities or omissions in the Proposal related to documentati requirements. Such omission shall not be related to any aspect of the price the Proposal. Failure of the Bidder to comply with the request may result in t rejection of its Proposal.	rial ion of
	4.3 For Financial Proposal that has been opened, UNDP shall check and correlation arithmetical errors as follows:	ect
	a) if there is a discrepancy between the unit price and the line item total the is obtained by multiplying the unit price by the quantity, the unit prishall prevail and the line item total shall be corrected, unless in the opini of UNDP there is an obvious misplacement of the decimal point in the uprice; in which case the line item total as quoted shall govern and the uprice shall be corrected;	ice on nit
	b) if there is an error in a total corresponding to the addition or subtracti	
	1/	4

		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.
		Bidder does not accept the correction of errors made by UNDP, its Proposal be rejected.
E. AWARD OF CONTI	ACT	
35. Right to Accept, Reject, Any or All Proposals	the P award affect	P reserves the right to accept or reject any Proposal, to render any or all of roposals as non-responsive, and to reject all Proposals at any time prior to d of contract, without incurring any liability, or obligation to inform the ted Bidder(s) of the grounds for UNDP's action. UNDP shall not be obliged and the contract to the lowest priced offer.
36.Award Criteria		to expiration of the proposal validity, UNDP shall award the contract to the fied Bidder based on the award criteria indicated in the BDS.
37. Debriefing	from weak its fu	e event that a Bidder is unsuccessful, the Bidder may request a debriefing UNDP. The purpose of the debriefing is to discuss the strengths and nesses of the Bidder's submission, in order to assist the Bidder in improving ture proposals for UNDP procurement opportunities. The content of other osals and how they compare to the Bidder's submission shall not be ssed.
38. Right to Vary Requirements at the Time of Award	of se	e time of award of Contract, UNDP reserves the right to vary the quantity vices and/or goods, by up to a maximum twenty-five per cent (25%) of the offer, without any change in the unit price or other terms and conditions.
39. Contract Signature	Bidde may of th	n fifteen (15) days from the date of receipt of the Contract, the successful er shall sign and date the Contract and return it to UNDP. Failure to do so constitute sufficient grounds for the annulment of the award, and forfeiture e Proposal Security, if any, and on which event, UNDP may award the ract to the Second Ranked Bidder or call for new Proposals.
40. Contract Type and General Terms and Conditions	Term	ypes of Contract to be signed and the applicable UNDP Contract General s and Conditions, as specified in BDS, can be accessed at //www.undp.org/content/undp/en/home/procurement/business/how-we-utml
41. Performance Security	speci https DOC Form both	A performance security, if required in BDS, shall be provided in the amount fied in BDS and form available at ://popp.undp.org/ layouts/15/WopiFrame.aspx?sourcedoc=/UNDP POPP ://wow.sourcedoc=/UNDP POPP ://popp.undp.org/ layouts/15/WopiFrame.aspx?sourcedoc=/UNDP POPP ://wow.sourcedoc=/UNDP POPP ://wow.sourcedoc=
42. Bank Guarantee for Advanced Payment	no ad an ad contr	ot when the interests of UNDP so require, it is UNDP's preference to make dvance payment(s) (i.e., payments without having received any outputs). If dvance payment is allowed as per BDS, and exceeds 20% of the total act price, or USD 30,000, whichever is less, the Bidder shall submit a Bank antee 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%20 and%20Taxes Advanced%20Payment%20Guarantee%20Form.docx&action=de fault
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 bank transfer in the currency of contract.
45. Vendor Protest	45.1	UNDP's vendor protest procedure provides an opportunity for appeal to those persons or firms not awarded a contract through a competitive procurement process. In the event that a Bidder believes that it was not treated fairly, the following link provides further details regarding UNDP vendor protest procedures: http://www.undp.org/content/undp/en/home/operations/procurement/business/protest-and-sanctions.html
46. Other Provisions	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.
	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.
	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 http://www.un.org/en/ga/search/view doc.asp?symbol=ST/SGB/2006/15&referer

Section 3. Bid Data Sheet

The following data for the 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
3	20	Alternative Proposals	Shall not be considered
4	21	Pre-proposal conference	Will not be conducted
5	10	Proposal Validity Period	60 days
6	14	Bid Security	Not Required
7	41	Advanced Payment upon signing of contract	Not Allowed
8	42	Liquidated Damages	Will not be imposed
9	40	Performance Security	Not Required
10	18	Currency of Proposal	Local currency: Danish Kroner (DKK)
11	31	Deadline for submitting requests for clarifications/ questions	Wednesday 28 th August at 12:00 Friday 30 th August at 17:00
12	31	Contact Details for submitting clarifications/questions	Focal Person in UNDP: Jamie-Lee Bæk E-mail address: cs.bidtender@one.un.org

13	18, 19 and 21	Manner of Disseminating Supplemental Information to the RFP and responses/clarifications to queries	Direct communication to prospective Proposers by email
14	23	Deadline for Submission	Friday 30 th August Wednesday 11th September at 17:00 For eTendering submission - as indicated in eTendering system. Note that system time zone is in EST/EDT (New York) time zone.
14	22	Allowable Manner of Submitting Proposals	⊠ e-Tendering
15	22	Proposal Submission Address	https://etendering.partneragencies.org Insert BU Code and Event ID number H2810 - 0000004241
16	22	Electronic submission (email or eTendering) requirements	 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 technical proposal must not be provided to UNDP until the date as indicated in No. 14 (for email submission only) Password for financial proposal must not be provided to UNDP until requested by UNDP Max. File Size per transmission: 5 MB Mandatory subject of email: MOBILE TELEPHONY Documents which are required in original (e.g. Proposal Security) should be sent to the below address with a PDF copy submitted as part of the electronic submission: Cs.bidtender@one.un.org
17	27 36	Evaluation Method for the Award of Contract	Combined Scoring Method, using the 50% - 50% distribution for technical and financial proposals respectively The minimum technical score required to pass is 70%.
18		Expected date for commencement of Contract	October 1, 2019
19		Maximum expected duration of contract	3 years (2 + 1 year)
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 Mixed Goods and Services UNICEF General Terms and Conditions of Contracts for Services WHO Attached hereto as Annex 1-3
23		Other Information Related to the RFP	[All other instructions and information not yet mentioned so far in this Data Sheet but are relevant to the RFP must be cited here, and any further entries that may be added below this table row]

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
- Minimum documents provided
- Technical and Financial Proposals submitted separately
- Bid Validity

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 Submission requirement	
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 ITB clause 3.	Form A: Technical Proposal Submission Form	
Conflict of Interest	No conflicts of interest in accordance with ITB clause 4.	Form A: Technical Proposal Submission Form	
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 Submission Form	
QUALIFICATION			
History of Non- Performing Contracts ¹	Non-performance of a contract did not occur as a result of contractor default for the last 3 years.	Form D: Qualification Form	
Litigation History	No consistent history of court/arbitral award decisions against the Bidder for the last 3 years.	Form D: Qualification Form	
Previous	Minimum 3 years of relevant experience.	Form D: Qualification Form	
Experience	Minimum 3 contracts of similar value, nature and complexity implemented over the last 10 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.

	(For JV/Consortium/Association, all Parties cumulatively should meet requirement).	
Financial Standing	Minimum average annual turnover of 18,000,000 DKK for the last 3 years. (For JV/Consortium/Association, all Parties cumulatively should meet requirement).	Form D: Qualification Form
	Bidder must demonstrate the current soundness of its financial standing and indicate its prospective long-term profitability. (For JV/Consortium/Association, all Parties cumulatively should meet requirement).	Form D: Qualification Form
	Any additional criteria if required	

Technical Evaluation Criteria

Summ	Summary of Technical Proposal Evaluation Forms		
1.	Bidder's qualification, capacity and experience	400	
2.	Proposed Methodology, Approach and Implementation Plan	400	
3.	Management Structure and Key Personnel	200	
	Total	1000	

Section 1. Bidder's qualification, capacity and experience		
1.1	Reputation of Organization and Staff Credibility / Reliability / Industry Standing	80
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	90
1.3	Relevance of specialized knowledge and experience on similar engagements done in the region/country	100
1.4	Quality assurance procedures and risk mitigation measures	100
1.5	Organizational Commitment to Sustainability (mandatory weight) -Organization is compliant with ISO 14001 or ISO 14064 or equivalent – 20 points -Organization is a member of the UN Global Compact -5 points -Organization demonstrates significant commitment to sustainability through some other means- 5 points, for example internal company policy documents on women empowerment, renewable energies or membership of trade institutions promoting such issues	30
	Total Section 1	400

Section 2. Proposed Methodology, Approach and Implementation Plan		
2.1	Understanding of the requirement: Have the important aspects of the task been addressed in sufficient detail? Are the different components of the project adequately weighted relative to one another?	80
2.2	Description of the Offeror's approach and methodology for meeting or exceeding the requirements of the Terms of Reference	120
2.3	Details on how the different service elements shall be organized, controlled and delivered	50
2.4	Description of available performance monitoring and evaluation mechanisms and tools; how they shall be adopted and used for a specific requirement	50
2.5	Assessment of the implementation plan proposed including whether the activities are properly sequenced and if these are logical and realistic	50

2.6	2.6 Demonstration of ability to plan, integrate and effectively implement sustainability measures in the execution of the contract	
	Total Section 2	400

Sectio	n 3. Management Structure and Key Personnel		Points obtainable
3.1	Composition and structure of the team proposed. Are the proposed roles of the management and the team of key personnel suitable for the provision of the necessary services?		40
3.2	Qualifications of key personnel proposed		
3.2 a	Key Account Manager		80
	- General Experience	20	
	- Specific Experience relevant to the assignment	30	
	- Regional/International experience	20	
	- Language Qualifications	10	
3.2 b	Customer Service Manager		50
	- General Experience	10	
	- Specific Experience relevant to the assignment	25	
	- Language Qualifications	15	
3.2 c	Technical Support Assistant		30
	- General Experience	5	
	- Specific Experience relevant to the assignment	15	
	- Language Qualifications	10	
	Tot	al Section 3	200

a. Background Information and Rationale, Project Description

The UN City in Copenhagen hosts 12 UN entities with almost 2,000 staff members whose work takes them across the globe. During their travels, as well as work within Denmark, the staff needs to be connected in order to ensure their work is accomplished. It is very important that our staff is always able to connect with their offices when in the field.

b. Specific Objectives

The objective is to provide mobile telephony and connection to staff when working in Denmark and when working abroad in the field.

c. Scope

This LTA needs to provide full, prompt and accurate mobile connectivity to our staff when traveling. Our current data usage is to be requested from <u>cs.bidtender@one.un.org</u>². Whilst this should provide an indication of our usage and the locations we work in, due to the nature of our work, we cannot predict where our staff will travel throughout the duration of the contract as this may vary.

In addition, as an option, this LTA may serve as a provider of mobile phones.

d. Approach and Methodology

The UN City requires a mobile subscription that provides us with the best connection and prices when working abroad on mission in order to fulfil our mandates.

e. Deliverables and Schedules/Expected Outputs

This LTA needs to provide us with mobile subscriptions that ensure constant connectivity. Full coverage needs to be available from the start of the contract.

Agency Contract	MOBILE SUBSCRIPTIONS
UNDP	278
WHO	179
UNICEF	141
UNOPS*	83
TOTAL	681

^{*}These numbers are not guaranteed for the final contract.

f. Key Performance Indicators and Service Level

The selected vendor needs to be able to provide timely customer support with emails responded to within 48 hours.

Connectivity needs to be constant.

² Please note that this data includes both private and official usage incorporated together on our current contracts.

g. Expected duration of the contract/assignment

The contract is expected to commence from the 1st October 2019 and should run for a maximum of 3 years (2 years with the possibility of renewal for a final third year based on good contract performance).

i. Duty Station

This contract will serve to provide mobile subscriptions to staff located in Denmark who will be sent on duty travel abroad and working in Denmark.

j. Professional Qualifications of the Successful Contractor and its key personnel

The successful service provider shall be required to devote one Key Account Manager, with the following minimum qualifications:

- Senior Key Account Manager of minimum three (3) years of experience as an account manager within the company submitting the bid;
- Maintains a good track record in serving international organizations, embassies and medium to large multi-national corporations;
- has an adequate authority to make decisions for the timely resolution of problems;
- Offers a good command of English

k. Price and Schedule of Payments

This contract is to be based on a fixed monthly subscription. Additional international call, roaming and data costs are to be supplemented.

Prices should be fixed for the period of the first two years with the possibility of adjustment for the final year.

Payments are to be made monthly after usage.

Invoices must state the agency for which the subscription is under.