

# **REQUEST FOR PROPOSAL**

THE APPOINTMENT OF A SERVICE PROVIDER TO FACILITATE THE DEVELOPMENT OF A STRATEGIC PLAN AND THE ANNUAL PERFORMANCE PLAN FOR THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT FOR A PERIOD OF 3 MONTHS

RFP No.: 59001 Project: 00098248 Country: South Africa

Issued on: 17 September 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 D: Qualification Form
- o 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 <a href="mailto:bid.pretoria@undp.org">bid.pretoria@undp.org</a>, 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: Approved by:

Name: Lerato Maimela Name: Yahya Ba

Title: Procurement Associate Title: Deputy Country Director (Operations)

Date: 17 September 2019 Date: 17 September, 2019

# SECTION 2. INSTRUCTION TO BIDDERS

A. GENERAL PROVISIONS			
1. Introduction	<b>1.1</b> 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 <a href="https://popp.undp.org/SitePages/POPPBSUnit.aspx?TermID=254a9f96-b883-476a-8ef8-e81f93a2b38d">https://popp.undp.org/SitePages/POPPBSUnit.aspx?TermID=254a9f96-b883-476a-8ef8-e81f93a2b38d</a>		
	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 ( <a href="www.ungm.org">www.ungm.org</a> ). The Bidder may still submit a bid even if not registered with the UNGM. However, if the Bidder is selected for contract award, the Bidder must register on the UNGM prior to contract signature.		
2. Fraud & Corruption, Gifts and Hospitality	2.1 UNDP strictly enforces a policy of zero tolerance on proscribed practices, including fraud, corruption, collusion, unethical or unprofessional practices, and obstruction of UNDP vendors and requires all bidders/vendors observe the highest standard of ethics during the procurement process and contract implementation. UNDP's Anti-Fraud Policy can be found at <a href="http://www.undp.org/content/undp/en/home/operations/accountability/audit/officeoff audit andinvestigation.html#anti">http://www.undp.org/content/undp/en/home/operations/accountability/audit/officeoff audit andinvestigation.html#anti</a>		
	2.2 Bidders/vendors shall not offer gifts or hospitality of any kind to UNDP staff members including recreational trips to sporting or cultural events, theme parks or offers of holidays, transportation, or invitations to extravagant lunches or dinners.		
	<ul> <li>In pursuance of this policy, UNDP <ul> <li>(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;</li> <li>(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.</li> </ul> </li> </ul>		
	2.4 All Bidders must adhere to the UN Supplier Code of Conduct, which may be found at <a href="http://www.un.org/depts/ptd/pdf/conduct_english.pdf">http://www.un.org/depts/ptd/pdf/conduct_english.pdf</a>		
3. Eligibility	3.1 A vendor should not be suspended, debarred, or otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization. Vendors are therefore required to disclose to UNDP whether they are subject to any sanction or temporary suspension		

		imposed by these organizations.
	3.2	It is the Bidder's responsibility to ensure that its employees, joint venture members, sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as established by UNDP.
4. Conflict of Interests	4.1	Bidders must strictly avoid conflicts with other assignments or their own interests, and act without consideration for future work. Bidders found to have a conflict of interest shall be disqualified. Without limitation on the generality of the above, Bidders, and any of their affiliates, shall be considered to have a conflict of interest with one or more parties in this solicitation process, if they:
		a) Are or have been associated in the past, with a firm or any of its affiliates which have been engaged by UNDP to provide services for the preparation of the design, specifications, Terms of Reference, cost analysis/estimation, and other documents to be used for the procurement of the goods and services in this selection process;
		b) Were involved in the preparation and/or design of the programme/project related to the 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 O	F PRO	POSALS
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 Comprising the Proposal	8.1	The Proposal shall comprise of the following documents:  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	10.1	The Bidder is required to submit a Technical Proposal using the Standard Forms and templates provided in Section 6 of the RFP.
and Content	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. Currencies	2.1 All prices shall be quoted in the currency or currencies indicated Where Proposals are quoted in different currencies, for the comparison of all Proposals:	
	<ul> <li>a) UNDP will convert the currency quoted in the Proposal into preferred currency, in accordance with the prevailing UN ope of exchange on the last day of submission of Proposals; and</li> </ul>	
	b) In the event that UNDP selects a proposal for award that is currency different from the preferred currency in the BDS, reserve the right to award the contract in the currency preference, using the conversion method specified above.	UNDP shall
13. Only One Proposal	3.1 The Bidder (including the individual members of any Joint Vosubmit only one Proposal, either in its own name or as part of a Joi	
	3.2 Proposals submitted by two (2) or more Bidders shall all be rejected found to have any of the following:	ed if they are
	a) they have at least one controlling partner, director or sho common; or	areholder in
	b) any one of them receive or have received any direct or indirect state other/s; or	subsidy from
	c) they have the same legal representative for purposes of this RFP	; or
	d) they have a relationship with each other, directly or through continuous, that puts them in a position to have access to inform or influence on the Proposal of, another Bidder regarding this	nation about,
	e) they are subcontractors to each other's Proposal, or a subcontr Proposal also submits another Proposal under its name as lead	
	f) some key personnel proposed to be in the team of one Bidder in more than one Proposal received for this RFP process. The relating to the personnel, does not apply to subcontractors be in more than one Proposal.	nis condition
14. Proposal Validity Period	Proposals shall remain valid for the period specified in the BDS, on the Deadline for Submission of Proposals. A Proposal valid period may be rejected by UNDP and rendered non-responsive.	
	During the Proposal validity period, the Bidder shall maintain Proposal without any change, including the availability of the Ke the proposed rates and the total price.	_
15. Extension of Proposal Validity Period	5.1 In exceptional circumstances, prior to the expiration of the properiod, UNDP may request Bidders to extend the period of valid Proposals. The request and the responses shall be made in writing be considered integral to the Proposal.	idity of their
	5.2 If the Bidder agrees to extend the validity of its Proposal, it sh without any change in the original Proposal.	nall be done

	15.3	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.
16. Clarification of Proposal	16.1	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.
	16.2	UNDP will provide the responses to clarifications through the method specified in the BDS.
	16.3	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.
17. Amendment of Proposals	17.1	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.
	17.2	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.
18. Alternative Proposals	18.1	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.
	18.2	If multiple/alternative proposals are being submitted, they must be clearly marked as "Main Proposal" and "Alternative Proposal"
19. Pre-Bid Conference	19.1	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	OPEI	NING OF PROPOSALS

#### 20. Submission

- 20.1 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.
- 20.2 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.
- 20.3 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

- 20.4 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.

#### **Email Submission**

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.

- 20.5 Email 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 eTendering submission whose Technical Proposal has been found to be technically responsive. (if applicable) Failure to provide correct password may result in the proposal being rejected. 20.6 Electronic submission through eTendering, 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 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/bu siness/procurement-notices/resources/ 21. Deadline for 21.1 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 Submission of date and time that the bid was received by UNDP Proposals and Late **Proposals** 21.2 UNDP shall not consider any Proposal that is submitted after the deadline for the submission of Proposals. 22. Withdrawal, 22.1 A Bidder may withdraw, substitute or modify its Proposal after it has been submitted at any time prior to the deadline for submission. Substitution, and Modification of 22.2 Manual and Email submissions: A bidder may withdraw, substitute or modify its **Proposals** 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" 22.3 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.
	22.4	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
23. Proposal Opening	23.1	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	PROP	OSALS
24. Confidentiality	24.1	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.
	24.2	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.
25. Evaluation of Proposals	25.1	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.
	25.2	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
26. Preliminary Examination	26.1	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.
27. Evaluation of Eligibility and Qualification	27.1	Eligibility and Qualification of the Bidder will be evaluated against the Minimum Eligibility/Qualification requirements specified in the Section 4 (Evaluation Criteria).
	27.2	In general terms, vendors that meet the following criteria may be considered qualified:
		<ul> <li>They are not included in the UN Security Council 1267/1989 Committee's list of terrorists and terrorist financiers, and in UNDP's ineligible vendors' list;</li> </ul>
		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.

### 28. Evaluation of Technical and Financial Proposals

- 28.1 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.
- 28.2 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.
- 28.3 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.
- 28.4 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):

 ${f TP\ Rating}$  = (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:

	<b>Combined Score</b> = (TP Rating) x (Weight of TP, e.g. 70%) + (FP Rating) x (Weight of FP, e.g., 30%)
29. Due Diligence	<ul> <li>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:</li> <li>a) Verification of accuracy, correctness and authenticity of information provided by the Bidder;</li> </ul>
	<ul> <li>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;</li> <li>c) Inquiry and reference checking with Government entities with jurisdiction on the Bidder, or with previous clients, or any other entity that may have done business with the Bidder;</li> <li>d) Inquiry and reference checking with previous clients on the performance on on-going or contracts completed, including physical inspections of previous works, as necessary;</li> <li>e) Physical inspection of the Bidder's offices, branches or other places where business transpires, with or without notice to the Bidder;</li> <li>f) Other means that UNDP may deem appropriate, at any stage within the selection process, prior to awarding the contract.</li> </ul>
30. Clarification of Proposals	
•	30.2 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.
	30.3 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.
31. Responsiveness of Proposal	31.1 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.
	31.2 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.
32. Nonconformitie s, Reparable Errors and	32.1 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.

Omissions	32.2	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.		
	32.3	For Financial Proposal that has been opened, UNDP shall check and correct arithmetical errors as follows:		
		a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of UNDP there is an obvious misplacement of the decimal point in the unit price; in which case the line item total as quoted shall govern and the unit price shall be corrected;		
		<li>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</li>		
		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.		
	32.4	If the Bidder does not accept the correction of errors made by UNDP, its Proposal shall be rejected.		
E. AWARD OF CONT	RACT			
33. Right to Accept, Reject, Any or All Proposals	33.1	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.		
34. Award Criteria	34.1	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.		
35. Debriefing	35.1	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 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.		
36. Right to Vary Requirements at the Time of Award	requirements at of services and/or goods, by up to a maximum twenty-five per cent			
37. Contract Signature	37.1 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.
38. Contract Type and General Terms and Conditions	38.1	The types of Contract to be signed and the applicable UNDP Contract General Terms and Conditions, as specified in BDS, can be accessed at <a href="http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html">http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html</a>
39. Performance Security	39.1	40.1 A performance security, if required in BDS, shall be provided in the amount specified in BDS and form available at
, and the second		https://popp.undp.org/ layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_POPP
		_DOCUMENT_LIBRARY/Public/PSU_Solicitation_Performance%20Guarantee%20
		Form.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.
40. Bank Guarantee for Advanced Payment	40.1	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 <a business="" content="" en="" home="" href="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&amp;action=default&lt;/a&gt;&lt;/td&gt;&lt;/tr&gt;&lt;tr&gt;&lt;td&gt;41. Liquidated&lt;br&gt;Damages&lt;/td&gt;&lt;td&gt;41.1&lt;/td&gt;&lt;td&gt;If specified in BDS, UNDP shall apply Liquidated Damages resulting from the Contractor's delays or breach of its obligations as per the Contract.&lt;/td&gt;&lt;/tr&gt;&lt;tr&gt;&lt;td&gt;42. Payment&lt;br&gt;Provisions&lt;/td&gt;&lt;td&gt;42.1&lt;/td&gt;&lt;td&gt;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.&lt;/td&gt;&lt;/tr&gt;&lt;tr&gt;&lt;td&gt;43. Vendor Protest&lt;/td&gt;&lt;td&gt;43.1&lt;/td&gt;&lt;td&gt;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:  &lt;a href=" http:="" operations="" procurement="" protest-and-sanctions.html"="" undp="" www.undp.org="">http://www.undp.org/content/undp/en/home/operations/procurement/business/protest-and-sanctions.html</a>
44. Other Provisions	44.1	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.
- 44.2 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.
- 44.3 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	90 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 RAND

11	31	Deadline for submitting requests for clarifications/ questions	3 days before the submission deadline	
12	31	Contact Details for submitting clarifications/questions	Focal Person in UNDP: PROCUREMENT ASSOCIATE Address: 351 FRANCIS BAARD STREET, PRETORIA E-mail address: procurement.enquiries.za@undp.org	
13	18, 19 and 21	Manner of Disseminating Supplemental Information to the RFP and responses/clarification s to queries	Direct communication to prospective Proposers by email	
14	23	Deadline for Submission	29 <sup>h</sup> September 2019 at 23:30	
14	22	Allowable Manner of Submitting Proposals	<ul><li>□ Courier/Hand Delivery</li><li>* Submission by email</li><li>□ e-Tendering</li></ul>	
15	22	Proposal Submission Address	E-mail address: bid.pretoria@undp.org	
16	22	Electronic submission (email or eTendering) requirements	Format: PDF files only  ile names must be maximum 60 characters long and must not contain any letter or special character other than from Latin alphabet/keyboard.  Il files must be free of viruses and not corrupted.  assword for technical proposal must not be provided to UNDP until the date as indicated in No. 14 (for email submission only)  assword for financial proposal must not be provided to UNDP until requested by UNDP  ax. File Size per transmission: 10MB  andatory subject of email: Consultancy Title and Reference Number	

			ocuments 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: 351 Francis Baard Street, Metropark Building, Pretoria,0001
17	27 36	Evaluation Method for the Award of Contract	Lowest Financial Offer among Technically Responsive and Qualified Proposals  The minimum technical score required to pass is 70%.
18		Expected date for commencement of Contract	1 <sup>st</sup> October, 2019
19		Maximum expected duration of contract	3 months
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 <a href="http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html">http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html</a>
22	39	UNDP Contract Terms and Conditions that will apply	UNDP General Terms and Conditions for Professional Services <a href="http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html">http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html</a>
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

#### **Technical Evaluation Criteria**

Applications will be evaluated based on a cumulative analysis taking into consideration the combination of the applicants' qualifications and financial proposal.

Those candidates who obtained at least 70% of points in each of the steps of the process will be considered for financial proposal evaluation.

#### **Technical Proposal (70%)**

 $\square$  Expertise of the Firm 35%

☐ Methodology, Its Appropriateness to the Condition and Timeliness of the Implementation Plan 20%

☐ Management Structure and Qualification of Key Personnel 15%

#### **Financial Proposal (30%)**

To be computed as a ratio of the Proposal's offer to the lowest price among the proposals received by UNDP

#### Section 5. Terms of Reference

#### 1. PURPOSE

- 1.1. The purpose of these terms of reference is to invite proposals from suitably experienced company to facilitate the strategic planning session for the Department of Agriculture, Land Reform and Rural Development (DALRRD) to ensure it delivers on its new mandate.
- 1.2. The DALRRD came into existence after the merger of the former Department of Agriculture Fisheries and Forestry (DAFF) and the Department of Rural Development and Land Reform (DRDLR) during transition to 6<sup>th</sup> Administration.

#### 2. BACKGROUND

- 2.1. The DALRRD Minister and the two Deputy Ministers facilitated a strategic planning session on the 5<sup>th</sup> of July and provided a strategic direction for the Department of Agriculture, Land Reform and Rural Development. The Vision, Mission and Values were developed. Also, in that session, the Strength, Weaknesses, Opportunities and Threats (SWOT) were identified however, were not analyzed. The immediate sector priority deliverables were also identified as follows: -
  - Accelerated Land Reform
  - Agri-parks

- Agriculture
- Corporate stability
- 2.2. As a continuation from the session held on the 5<sup>th</sup> July 2019, DALRRD will undertake a planning session on the 19<sup>th</sup> 21<sup>st</sup> September 2019 to commence with the development of the Strategic Plan for 2020/2021 2024/2025 and the Annual Performance Plan 2020 2021.
- 2.3. The session would also consider recent court judgements particularly for Restitution Programme and factor all recommendations in the afore-mentioned plans and include commitments made in the Medium-Term Strategic Framework, Operation Phakisa and the SONA.
- 2.4. It is against this background that UNDP in partnership with DALRRD needs to appoint a suitably qualified and experienced professional facilitator to facilitate a three days strategic planning session to be held in September 2019 for the DALRRD management and produce Strategic Plan and Annual Performance Plan as required.

#### 3. THE OBJECTIVES OF THE PLANNING SESSION

- 3.1 To finalise and present the organizational Vision, Mission and Values.
- To do SWOT analysis by taking into consideration the political mandate of the National Government, National Development Plan (NDP), the NDP 5 Year Implementation Plan and the Department's Mandate.
- To reflect on the sector performance on Agriculture, Land Reform and Rural Development in terms of the MTSF 2014-2019 and Operation Phakisa on Agriculture, Land and Rural Development to inform planning.
- 3.4 To commence with the strategic planning process of DALRRD for 2020/2021-2024/25.
- 3.5 To develop strategic goals, strategic objectives and indicators (impact statements, outcomes statements and outcome indicators).

#### 4. PROJECT SCOPE

- 4.1. The service provider is required to facilitate the process of developing and producing the Strategic Plan and the Annual Performance Plan.
- 4.2. Identify all the issues that affect performance of the department, highlight duplication of mandates/work and strengthen efficiencies.
- 4.3. Reflect on sector performance towards achievements of government priorities outlined in the MTSF and Operation Phakisa, so as to inform planning.
- 4.4. Identify performance impediments and provide advice on their elimination to achieve the mandate.

- 4.5. Have a comprehensive engagement with the department's team to review all available documentation relating to this exercise.
- 4.6. The planning session to be facilitated through the *theory of change methodology* in the development of strategic goals, objectives and indicators (impact statements, outcomes and outcome indicators).
- 4.7. Continuously engage DALRRD in ensuring that priorities/ objectives of the planning session are achieved.
- 4.8. Investigate whether the department's programmes are structured in such a way that optimizes implementation.
- 4.9. Investigate whether the current strategic objectives are still relevant for DALRRD to achieve its mandate.
- 4.10. Brainstorm and develop robust solutions and initiatives that the DALRRD can execute on, that will be packaged into a practical yet comprehensive implementation plan
- 4.11. The service provider will need to present a methodology that they will use in delivering on the requirements of the project.
- 4.12. Once the facilitation process is concluded, the service provider will be required to produce the Planning Workshop Report, Draft 2020-2025 Strategic Plan, Draft 2020/21 Annual Performance Plan and Project Close-Out Report.

#### 5. DELIVERABLES

- 5.1. Draft comprehensive facilitation or workshop report.
- 5.2. Draft Strategic Plan and Annual Performance Plan documents and,
- 5.3. Project Close-Out Report

#### 6. DURATION

6.1 The duration of engagement will commence after signing of the contract and notification of appointment has been accepted and this task will run for a period of three months starting from 15 September – 15 December 2019 subject to performance review.

#### 7. PROPOSAL REQUIREMENT

- 7.1 Proof that the service provider has the ability to develop a strategy and has an extensive knowledge of government planning frameworks, which will enable them to deliver as and when required.
- 7.2 Service provider to submit a schedule that portrays how days will be spent and which tasks will be executed.

- 7.3 Payment schedule/breakdown after key milestones have been completed to the satisfaction of the department and approval thereof granted by the Project Manager.
- 7.4 Company and staff must have sound knowledge and experience of developmental planning within the context of government.
- 7.5 Company profile and certified testimonial/ contract detail of previous similar scope of work with contactable references (this should be provided on the letter of the company serviced before a minimum of 5 letters should be provided).
- 7.6 Project Plan/ Project management schedule.
- 7.7 Reliable transport and delivery services for the delivery of goods to a single point as specified and cost thereof.

#### 8. METHOD OF PAYMENT

- 8.1. Payment will be made in Rands only.
- 8.2. Every invoice payment will be made within 30 days on receipt of the invoice and supporting deliverables.

**Payment Schedule** (subject to adjustment after PIP finalisation):

De	iverable	Payment	Timeframe
1.	Project Implementation Plan (PIP) Finalisation and	40%	Within one (1) week of contract
	3-day Strategic Planning Facilitation		signing.
2.	1 <sup>st</sup> Draft Reports	30%	Approximately 1 month after
			Strategic Planning Session
3.	Final Reports	30%	Within 3 months and upon
			approval by the Senior
			Management

#### 9. EXPERTISE AND COMPETENCIES REQUIRED

The team must fulfil the following selection criteria:

- 9.1 **Education**: Team Leader must have Post Graduate Degree in Management and Business Studies, Public Administration or equivalent. **Team members** must have a minimum of 3- or 4-year university qualification on the above-mentioned academic disciplines.
- **9.2 Knowledge and Skills**: Project team to be utilized in the execution of the project must individually have a minimum of 5 years' traceable experience in the following specialist areas: Strategic planning and Management, Development of Strategic Plan and Annual Performance Plan.
- 9.3 Experience: Team leader must have a minimum of 5 years of consulting experience on the topic of

Strategic Planning Other team members must also have a minimum of 5 years of experience in the same field.

**9.4 Working knowledge** of South African government, especially on the issue of agriculture, development and land reform programmes.

#### 10. PROJECT IMPLEMENTATION REPORTING

- 10.1 The Team Leader shall submit draft and final reports which clearly present work undertaken outlining activities and outputs thereof. Any proposed deviations from the original project implementation plan shall be explained to the UNDP in writing and be approved by the UNDP Senior Management.
- 10.2 The project report (s) must be submitted in electronic formats. All such materials shall become the property of the UNDP and its development partner and no document may be reproduced, copied or distributed without prior written consent from UNDP and DRDLR.

#### 11. INSTITUTIONAL ARRANGEMENTS

- 11.1 The Team will be:
  - i. briefed by Chief Director Policy Research & Legislation Development-DALRRD and UNDP Project Manager at the start of the assignment and will henceforth report regularly to CD PR&LD-DALRRD and UNDP Project Manager throughout the assignment.
  - ii. Supervised by the Chief Director PR&D- DALRRD.
- 11.2 Will report progress to the Chief Director PR&LD (DRDLR) and the UNDP.
- 11.3 The Team will be expected to observe the highest professional and ethical standards throughout project implementation.
- Project monitoring, control and evaluation will be jointly done by UNDP and the DALRRD. UNDP Project Manager will administer the progress, contractual obligations of the project and do quality assurance.

#### 12. RELEVANT INFORMATION/DOCUMENTATION

- 12.1 Information and related documents will be available on request from Chief Directorate: PR&LD in the DALRRD and all relevant role players.
- 12.2 The UNDP Senior Management will be available for consultation regarding related issues, progress briefings and any other matters related to smooth execution of the project and success thereof.

#### 13. CONFIDENTIALITY

All information, discussions, documents and reports that arise from this assignment must be regarded as confidential. Only UNDP, or its development partner, shall have the right to make public the findings of this project.

#### 14. APPLICATION REQUIREMENTS

The qualifying company is invited to submit a proposal to provide the above-mentioned services. The proposal should focus on addressing the team's ability to provide the services outlined in the Project Scope and Expected Deliverables. Please include the following:

- Cover letter stating the ability of the team to undertake this assignment
- Detailed CV(s) indicating qualifications and relevant experience of each team member.
- A proposal (technical & financial) indicating a description of the proposed approach to the scope of work, preliminary work plan with timelines, deliverables and detailed budget.
- Company documents, including profile and track record.
- A proposed work schedule with clear milestones and timeframes for the conceptualization, development of the Strategic Plan and Annual Performance Plan for DALRRD. (Attach a detailed project plan).

Also, flexibility in customer service in terms of turnaround times regarding problem solving.

#### 15. CRITERIA FOR SELECTION

Selection criteria will be based on functionality, knowledge and experience. Proposal will be weighted at a maximum of 100 points with 70% pass rate. The selection of the successful company with required team of experts will be aimed at maximising the overall qualities in required areas of competence. This will be broken down in the following manner:

Crite	eria fo	r Selection	Points Allocated
(As	(As per RFQ or RFP)		Per Criteria
1		Technical Proposal	60
	a	<ul> <li>Expertise and reputation of institution/Company submitting Proposal demonstrating relevance of:         <ul> <li>Specialized Knowledge</li> <li>Experience on Similar Programme / Projects</li> <li>Experience on related Projects in the Country</li> <li>portfolio of evidence /certificates/ letters of previous successful work performed by your company.</li> </ul> </li> <li>The letters must specifically reflect the completion of statutory requirements such as Strategic Plans, Annual Performance Plans and Business Plans.</li> <li>Over and above, a sample of strategies that were developed over time since existence of the company but not older than five years.</li> </ul>	30

	b	Proposed Work Plan and Approach:	30
		- Is the scope of task well defined and does it respond to the TORs?	
		- Is the presentation clear and is the sequence of activities and the planning logical,	
		realistic and promise efficient implementation to the project?	
2		Knowledge and Experience	40
	a.	Team Leader Education: Post Graduate Degree in Management and Business studies,	10
		Public Administration or any other equivalent and relevant post graduate degree.	
	b.	Team Members Education: minimum of 3- or 4-year university qualification on	10
		Management and Business Studies, Public Administration or any other equivalent and	
		relevant degree.	
	e.	<b>Experience</b> : Team leader(s) must have a minimum of 5 years of consulting experience	10
		on the topic of Strategic Planning in the development sector.	
	f.	<b>Experience:</b> Other team members must have a minimum of 5 years of experience in	10
		the same fields.	
тот	AL TEC	CHNICAL SCORE (Passing Rate = 70%)	100 pts

#### 16. TERMS AND CONDITIONS

- 16.1 Awarding of the contract will be subject to the company's acceptance of UNDP Terms and Conditions.
- 16.2 UNDP reserves the right to terminate the contract in the event that there is clear evidence of non-performance, by the service provider.
- 16.3 The information contained in these TORs has been prepared to guide interested parties in making their own evaluation and does not purport to contain all the information that a consultant may require. A consultant must make every effort to adequately responds to the terms.
- 16.4 No material or information derived from the provision of the services under the contract may be used for any other purpose except for those of UNDP, except where duly authorised to do so in writing by the UNDP.
- 16.5 Copyright in respect of all documents and data prepared or developed for the purpose of the project by the service provider shall be vested in the UNDP and its partner.

#### 17. CONTACT PERSON AND DETAILS

For any queries regarding the contents of these TORs and all other inquiries, please send them to procurement email provided.

Applicants are required to submit the following documents to <a href="mailto:bid.pretoria@undp.org">bid.pretoria@undp.org</a> or before the 10<sup>th</sup> September 2019 with the subject line: Job Code, Title and Reference Number.

# 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?	
<ul><li>Form A: Technical Proposal Submission Form</li></ul>	
<ul> <li>Form B: Bidder Information Form</li> </ul>	
<ul><li>Form D: Qualification Form</li></ul>	
<ul><li>Form E: Format of Technical Proposal</li></ul>	
<ul><li>[Add other forms as necessary]</li></ul>	
Have you provided the required documents to establish compliance with the evaluation criteria in Section 4?	

## **Financial Proposal Envelope**

(Must be submitted in a separate sealed envelope/password protected email)

<ul><li>Form F: Financial Proposal Submission Form</li></ul>	
<ul><li>Form G: Financial Proposal Form</li></ul>	

#### 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;
- 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	n official stamp of the Bidder

# FORM B: BIDDER INFORMATION FORM

Legal name of Bidder	[Complete]						
Legal address	[Complete]						
Year of registration	[Complete]						
Bidder's Authorized Representative Information	Name and Title: [Complete] Telephone numbers: [Complete] Email: [Complete]						
Are you a UNGM registered vendor?	☐ Yes ☐ No If yes, [insert UGNM vendor number]						
Are you a UNDP vendor?	☐ Yes ☐ No If yes, [insert UNDP vendor number]						
Countries of operation	[Complete]						
No. of full-time employees	[Complete]						
Quality Assurance Certification (e.g. ISO 9000 or Equivalent) (If yes, provide a Copy of the valid Certificate):	[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)	en [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:	<ul> <li>Company Profile, which should not exceed fifteen (15) pages, including printed brochures and product catalogues relevant to the goods/services being procured</li> <li>Certificate of Incorporation/ Business Registration</li> <li>Tax Registration/Payment Certificate issued by the Internal Revenue Authority evidencing that the Bidder is updated with its tax payment obligations, or Certificate of Tax exemption, if any such privilege is enjoyed by the Bidder</li> <li>Trade name registration papers, if applicable</li> </ul>						

•		Government	-		locate	and	operate	in
	assign	ment location,	if applica	able				
•	Officia	l Letter of Ap	ppointme	ent	as local	repr	esentative	, if
	Bidder	r is submitting	g a Bid i	in b	ehalf of	an e	ntity loca	ted
	outsid	e the country						
•	Power	of Attorney (if	required	l)				

#### **Historical Contract Non-Performance**

☐ Contract non-performance did not occur for the last 3 years								
☐ Contrac	☐ Contract(s) not performed for the last 3 years							
Year	Year Non- performed Contract Identification Total Contract Amount portion of contract  Contract Identification (current value in US\$)							
		Name of Client: Address of Client: Reason(s) for non-performance:						

## **Litigation History** (including pending litigation)

│	ation history for the	last 3 years					
☐ Litigation	☐ Litigation History as indicated below						
Year of	Amount in	Contract Identification	Total Contract Amount				
dispute	dispute (in US\$)		(current value in US\$)				
		Name of Client:					
		Address of Client:					
		Matter in dispute:					
		Party who initiated the dispute:					
		Status of dispute:					
		Party awarded if resolved:					

# **Previous Relevant Experience**

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

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

Project name &	Client & Reference	Contract	Period of	Types of activities
Country of	<b>Contact Details</b>	Value	activity and	undertaken

Assignment		status	
B: / /	 		

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

	$\ \square$ Attached are the Statements of Satisfactory Performance from the To	p 3 (three)	Clients or
m	more.		

# **Financial Standing**

Annual Turnover for the last 3 years	Year	USD
	Year	USD
	Year	USD
Latest Credit Rating (if any), indicate the source		

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

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

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

#### FORM E: FORMAT OF TECHNICAL 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: Bidder's qualification, capacity and expertise

- 1.1 Brief description of the organization, 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.

- 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. (n/a)
- 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]

	[SUMMARIZE COLLEGE/UNIVERSITY AND OTHER SPECIALIZED EDUCATION OF PERSONNEL MEMBER, GIVING NAMES OF SCHOOLS, DATES ATTENDED, AND DEGREES/QUALIFICATIONS OBTAINED.]
EDUCATION/ QUALIFICATIONS	
	[INSERT]
PROFESSIONAL	[PROVIDE DETAILS OF PROFESSIONAL CERTIFICATIONS RELEVANT TO THE SCOPE OF SERVICES]
CERTIFICATIONS	AME OF INSTITUTION: [INSERT]  ATE OF CERTIFICATION: [INSERT]
EMPLOYMENT RECORD/ EXPERIENCE	[LIST ALL POSITIONS HELD BY PERSONNEL (STARTING WITH PRESENT POSITION, LIST IN REVERSE ORDER), GIVING DATES, NAMES OF EMPLOYING ORGANIZATION, TITLE OF POSITION HELD AND LOCATION OF EMPLOYMENT. FOR EXPERIENCE IN LAST FIVE YEARS, DETAIL THE TYPE OF ACTIVITIES PERFORMED, DEGREE OF RESPONSIBILITIES, LOCATION OF ASSIGNMENTS

	AND ANY OTHER INFORMATION OR PROFESSIONAL EXPERIENCE CONSIDERED PERTINENT FOR THIS ASSIGNMENT.]
	[INSERT]
	[PROVIDE NAMES, ADDRESSES, PHONE AND EMAIL CONTACT INFORMATION FOR TWO (2) REFERENCES]
REFERENCES	
	REFERENCE 1:
	[INSERT]

	REFERENCE 2:
	(INCERT)
	[INSERT]
	that to the best of my knowledge and belief, these data correctly describe my tes, and other relevant information about myself.
Signature of Personnel	Data (Day/Manth Waar)
Signature of Personner	Date (Day/Month/Year)

#### 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 Financial Proposal sealed under a separate envelope.

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]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 it in an envelope separate from the Technical Proposal as indicated in the Instruction to Bidders. Any Financial information provided in the Technical Proposal shall lead to Bidder's disqualification.

The Financial Proposal should align with the requirements in the Terms of Reference and the Bidder's Technical Proposal.

**Table 1: Summary of Overall Prices** 

	Amount(s)
Professional Fees (from Table 2)	
Other Costs (from Table 3)	
<b>Total Amount of Financial Proposal</b>	

**Table 2: Breakdown of Professional Fees** 

Name	Position	Fee Rate	No. of Days/months/ hours	Total Amount
		Α	В	C=A+B
In-Country				
Home Based				
		Subtotal P	rofessional Fees:	

**Table 3: Breakdown of Other Costs** 

Description	UOM	Quantity	Unit Price	Total Amount
International flights	Trip			
Subsistence allowance	Day			
Miscellaneous travel expenses	Trip			
Local transportation costs	Lump Sum			
Out-of-Pocket Expenses				
Other Costs: (please specify)				
Subtotal Other Costs:				

**Table 4: Breakdown of Price per Deliverable/Activity** 

Deliverable/ Activity description	<b>Time</b> (person days)	Professional Fees	Other Costs	Total
Deliverable 1				
Deliverable 2				
Deliverable 3				