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Resilient nations.*

# **REQUEST FOR PROPOSAL**

## **Renewal of software infrastructure of Turkish Employment Agency**

RFP No.: UNDP-TUR-RFP(KFW)-2020/02

Project: UNDP Employment and Skills Development Project

Country: Turkey

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# SECTION 1 LETTER OF INVITATION

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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 Proposers
- Section 3: Bid Data Sheet (BDS)
- Section 4: Evaluation Criteria
- Section 5: Terms of Reference
- Section 6: Returnable Bidding Forms
  - Form A: Technical Proposal Submission Form
  - Form B: Proposer Information Form
  - Form C: Joint Venture/Consortium/Association Information Form
  - Form D: Qualification Form
  - Form E: Format of Technical Proposal
  - Form F: Financial Proposal Submission Form
  - Form G: Financial Proposal Form
  - Form H: Form of Proposal Security

If you are interested in submitting a Proposal in response to this RFP, please prepare your Proposal in accordance with the requirements and procedure as set out in this RFP and submit it by the Deadline for Submission of Proposals set out in Bid Data Sheet. Please be informed that this procurement process is being conducted through the online tendering system of UNDP.

Please acknowledge receipt of this RFP by utilizing the "Accept Invitation" function in eTendering system. 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 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.

UNDP Turkey Country Office

## SECTION 2. INSTRUCTION TO PROPOSERS

### A. GENERAL PROVISIONS

<p>1. <i>Introduction</i></p>	<p>1.1 Proposers 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></p> <p>1.2 Any Proposal submitted will be regarded as an offer by the Proposer and does not constitute or imply the acceptance of the Proposal by UNDP. UNDP is under no obligation to award a contract to any Proposer as a result of this RFP.</p> <p>1.3 As part of the bid, it is desired that the Proposer registers at the United Nations Global Marketplace (UNGM) website (<a href="http://www.ungm.org">www.ungm.org</a>). The Proposer may still submit a bid even if not registered with the UNGM. However, if the Proposer is selected for contract award, the Proposer must register on the UNGM prior to contract signature.</p>
<p>2. <i>Fraud &amp; Corruption, Gifts and Hospitality</i></p>	<p>2.1 UNDP strictly enforces a policy of zero tolerance on proscribed practices, including fraud, corruption, collusion, unethical or unprofessional practices, and obstruction of UNDP vendors and requires all proposers/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/office_of_audit_andinvestigation.html#anti">http://www.undp.org/content/undp/en/home/operations/accountability/audit/office_of_audit_andinvestigation.html#anti</a></p> <p>2.2 Proposers/vendors shall not offer gifts or hospitality of any kind to UNDP staff members including recreational trips to sporting or cultural events, theme parks or offers of holidays, transportation, or invitations to extravagant lunches or dinners.</p> <p>2.3 In pursuance of this policy, UNDP          (a) Shall reject a proposal if it determines that the selected proposer has engaged in any corrupt or fraudulent practices in competing for the contract in question;          (b) Shall declare a vendor ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the vendor has engaged in any corrupt or fraudulent practices in competing for, or in executing a UNDP contract.</p> <p>2.4 All Proposers 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></p>
<p>3. <i>Eligibility</i></p>	<p>3.1 A vendor should not be suspended, debarred, or otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization. Vendors are therefore required to disclose to UNDP whether they are subject to any sanction or temporary suspension imposed by these organizations.</p> <p>3.2 It is the Proposer'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.</p>

4. <i>Conflict of Interests</i>	<p>4.1 Proposers must strictly avoid conflicts with other assignments or their own interests, and act without consideration for future work. Proposers found to have a conflict of interest shall be disqualified. Without limitation on the generality of the above, Proposers, and any of their affiliates, shall be considered to have a conflict of interest with one or more parties in this solicitation process, if they:</p> <ul style="list-style-type: none"> <li>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;</li> <li>b) Were involved in the preparation and/or design of the programme/project related to the services requested under this RFP; or</li> <li>c) Are found to be in conflict for any other reason, as may be established by, or at the discretion of UNDP.</li> </ul> <p>4.2 In the event of any uncertainty in the interpretation of a potential conflict of interest, Proposers must disclose to UNDP, and seek UNDP's confirmation on whether or not such a conflict exists.</p> <p>4.3 Similarly, the Proposers must disclose in their proposal their knowledge of the following:</p> <ul style="list-style-type: none"> <li>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</li> <li>b) All other circumstances that could potentially lead to actual or perceived conflict of interest, collusion or unfair competition practices.</li> </ul> <p>Failure to disclose such an information may result in the rejection of the proposal or proposals affected by the non-disclosure.</p> <p>4.4 The eligibility of Proposers that are wholly or partly owned by the Government shall be subject to UNDP's further evaluation and review of various factors such as being registered, 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 Proposers may result in the eventual rejection of the Proposal.</p>
<b>B. PREPARATION OF PROPOSALS</b>	
5. <i>General Considerations</i>	<p>5.1 In preparing the Proposal, the Proposer 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.</p> <p>5.2 The Proposer will not be permitted to take advantage of any errors or omissions in the RFP. Should such errors or omissions be discovered, the Proposer must notify the UNDP</p>
6. <i>Cost of Preparation of Proposal</i>	6.1 The Proposer shall bear any and all costs related to the preparation and/or submission of the Proposal, regardless of whether its Proposal was selected or not. UNDP shall not be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process.
7. <i>Language</i>	7.1 The Proposal, as well as any and all related correspondence exchanged by the Proposer and UNDP, shall be written in the language (s) specified in the BDS.

<p>8. <i>Documents Comprising the Proposal</i></p>	<p>8.1 The Proposal shall comprise of the following documents:</p> <ul style="list-style-type: none"> <li>a) Documents Establishing the Eligibility and Qualifications of the Proposer;</li> <li>b) Technical Proposal;</li> <li>c) Financial Proposal;</li> <li>d) Proposal Security, if required by BDS;</li> <li>e) Any attachments and/or appendices to the Proposal.</li> </ul>
<p>9. <i>Documents Establishing the Eligibility and Qualifications of the Proposer</i></p>	<p>9.1 The Proposer 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 Proposer, its qualifications must be documented to UNDP's satisfaction.</p>
<p>10. <i>Technical Proposal Format and Content</i></p>	<p>10.1 The Proposer is required to submit a Technical Proposal using the Standard Forms and templates provided in Section 6 of the RFP.</p> <p>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.</p> <p>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</p> <p>10.4 When applicable and required as per Section 5, the Proposer 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.</p>
<p>11. <i>Financial Proposals</i></p>	<p>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.</p> <p>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.</p> <p>11.3 Prices and other financial information must not be disclosed in any other place except in the financial proposal.</p>
<p>12. <i>Proposal Security</i></p>	<p>12.1 A Proposal Security, if required by BDS, shall be provided in the amount and form indicated in the BDS. The Proposal Security shall be valid up to thirty (30) days after the final date of validity of the Proposal.</p> <p>12.2 The Proposal Security shall be included along with the Technical Proposal. If Proposal Security is required by the RFP but is not found along with the Technical Proposal, the Proposal shall be rejected.</p> <p>12.3 If the Proposal Security amount or its validity period is found to be less than what is required by UNDP, UNDP shall reject the Proposal.</p> <p>12.4 In the event an electronic submission is allowed in the BDS, Proposers shall include a copy of the Bid Security in their proposal and the original of the Proposal Security must be sent via courier or hand delivery as per the instructions in BDS.</p> <p>12.5 The Proposal Security may be forfeited by UNDP, and the Proposal rejected, in</p>

	<p>the event of any one or combination, of the following conditions:</p> <p>a) If the Proposer withdraws its offer during the period of the Proposal Validity specified in the BDS, or;</p> <p>b) In the event that the successful Proposer fails:</p> <p>i. to sign the Contract after UNDP has issued an award; or</p> <p>12.6 to furnish the Performance Security, insurances, or other documents that UNDP may require as a condition precedent to the effectivity of the contract that may be awarded to the Proposer.</p>
<p>13. <i>Currencies</i></p>	<p>13.1 All prices shall be quoted in the currency or currencies indicated in the BDS. Where Proposals are quoted in different currencies, for the purposes of comparison of all Proposals:</p> <p>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</p> <p>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.</p>
<p>14. <i>Joint Venture, Consortium or Association</i></p>	<p>14.1 If the Proposer is a group of legal entities that will form or have formed a Joint Venture (JV), Consortium or Association for the Proposal, they shall confirm in their Proposal that : (i) they have designated one party to act as a lead entity, duly vested with authority to legally bind the members of the JV, Consortium or Association jointly and severally, which shall be evidenced by a duly notarized Agreement among the legal entities, and submitted with the Proposal; and (ii) if they are awarded the contract, the contract shall be entered into, by and between UNDP and the designated lead entity, who shall be acting for and on behalf of all the member entities comprising the joint venture.</p> <p>14.2 After the Deadline for Submission of Proposal, the lead entity identified to represent the JV, Consortium or Association shall not be altered without the prior written consent of UNDP.</p> <p>14.3 The lead entity and the member entities of the JV, Consortium or Association shall abide by the provisions of Clause 9 herein in respect of submitting only one proposal.</p> <p>14.4 The description of the organization of the JV, Consortium or Association must clearly define the expected role of each of the entity in the joint venture in delivering the requirements of the RFP, both in the Proposal and the JV, Consortium or Association Agreement. All entities that comprise the JV, Consortium or Association shall be subject to the eligibility and qualification assessment by UNDP.</p> <p>14.5 A JV, Consortium or Association in presenting its track record and experience should clearly differentiate between:</p> <p>a) Those that were undertaken together by the JV, Consortium or Association; and</p> <p>b) Those that were undertaken by the individual entities of the JV, Consortium or Association.</p> <p>14.6 Previous contracts completed by individual experts working privately but who are permanently or were temporarily associated with any of the member firms cannot be claimed as the experience of the JV, Consortium or Association or those of its members, but should only be claimed by the individual experts</p>



	<p>themselves in their presentation of their individual credentials.</p> <p>14.7 JV, Consortium or Associations are encouraged for high value, multi-sectoral requirements when the spectrum of expertise and resources required may not be available within one firm.</p>
<i>15.Only One Proposal</i>	<p>15.1 The Proposer (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture.</p> <p>15.2 Proposals submitted by two (2) or more Proposers shall all be rejected if they are found to have any of the following:</p> <ul style="list-style-type: none"> <li>a) they have at least one controlling partner, director or shareholder in common; or</li> <li>b) any one of them receive or have received any direct or indirect subsidy from the other/s; or</li> <li>c) they have the same legal representative for purposes of this RFP; or</li> <li>d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about, or influence on the Proposal of, another Proposer regarding this RFP process;</li> <li>e) they are subcontractors to each other's Proposal, or a subcontractor to one Proposal also submits another Proposal under its name as lead Proposer; or</li> <li>f) some key personnel proposed to be in the team of one Proposer 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.</li> </ul>
<i>16.Proposal Validity Period</i>	<p>16.1 Proposals shall remain valid for the period specified in the BDS, commencing on the Deadline for Submission of Proposals. A Proposal valid for a shorter period may be rejected by UNDP and rendered non-responsive.</p> <p>16.2 During the Proposal validity period, the Proposer shall maintain its original Proposal without any change, including the availability of the Key Personnel, the proposed rates and the total price.</p>
<i>17.Extension of Proposal Validity Period</i>	<p>17.1 In exceptional circumstances, prior to the expiration of the proposal validity period, UNDP may request Proposers to extend the period of validity of their Proposals. The request and the responses shall be made in writing, and shall be considered integral to the Proposal.</p> <p>17.2 If the Proposer agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal.</p> <p>17.3 The Proposer has the right to refuse to extend the validity of its Proposal, and in which case, such Proposal will not be further evaluated.</p>
<i>18.Clarification of Proposal</i>	<p>18.1 Proposers may request clarifications on any of the RFP documents no later than the date indicated in the BDS. Any request for clarification must be sent in writing in the manner indicated in the BDS. If inquiries are sent other than specified channel, even if they are sent to a UNDP staff member, UNDP shall have no obligation to respond or confirm that the query was officially received.</p> <p>18.2 UNDP will provide the responses to clarifications through the method specified in the BDS.</p> <p>18.3 UNDP shall endeavor to provide responses to clarifications in an expeditious manner, but any delay in such response shall not cause an obligation on the part of UNDP to extend the submission date of the Proposals, unless UNDP deems that such an extension is justified and necessary.</p>

<p><i>19.Amendment of Proposals</i></p>	<p>19.1 At any time prior to the deadline of Proposal submission, UNDP may for any reason, such as in response to a clarification requested by a Proposer, modify the RFP in the form of an amendment to the RFP. Amendments will be made available to all prospective proposers.</p> <p>19.2 If the amendment is substantial, UNDP may extend the Deadline for submission of proposal to give the Proposers reasonable time to incorporate the amendment into their Proposals.</p>
<p><i>20.Alternative Proposals</i></p>	<p>20.1 Unless otherwise specified in the BDS, alternative proposals shall not be considered. If submission of alternative proposal is allowed by BDS, a Proposer 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 Proposer 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.</p> <p>20.2 If multiple/alternative proposals are being submitted, they must be clearly marked as "Main Proposal" and "Alternative Proposal"</p>
<p><i>21.Pre-Bid Conference</i></p>	<p>21.1 When appropriate, a Proposer's conference will be conducted at the date, time and location specified in the BDS. All Proposers are encouraged to attend. Non-attendance, however, shall not result in disqualification of an interested Proposer. Minutes of the Proposer's conference will be 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 Proposer's Conference or issued/posted as an amendment to RFP.</p>

**C. SUBMISSION AND OPENING OF PROPOSALS**

<p><i>22.Submission</i></p>	<p>22.1 The Proposer shall submit a duly signed and complete Proposal comprising the documents and forms in accordance with the requirements in the BDS. The submission shall be in the manner specified in the BDS.</p> <p>22.2 The Proposal shall be signed by the Proposer or person(s) duly authorized to commit the Proposer. The authorization shall be communicated through a document evidencing such authorization issued by the legal representative of the bidding entity, or a Power of Attorney, accompanying the Proposal.</p> <p>22.3 Proposers must be aware that the mere act of submission of a Proposal, in and of itself, implies that the Proposer fully accepts the UNDP General Contract Terms and Conditions.</p>
	<p>22.4 Electronic submission through eTendering, if allowed or specified in the BDS, shall be governed as follows:</p> <ul style="list-style-type: none"> <li>a) Electronic files that form part of the proposal must be in accordance with the format and requirements indicated in BDS;</li> <li>b) The Technical Proposal and the Financial Proposal files MUST BE COMPLETELY SEPARATE and each of them must be uploaded individually and clearly labelled.</li> <li>a) 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 proposers whose technical</li> </ul>

	<p>proposal has been found to be technically responsive. Failure to provide the correct password may result in the proposal being rejected.</p> <p>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.</p> <p>d) Detailed instructions on how to submit, modify or cancel a bid in the eTendering system are provided in the eTendering system Proposer User Guide and Instructional videos available on this link:  <a href="http://www.undp.org/content/undp/en/home/operations/procurement/business/procurement-notices/resources/">http://www.undp.org/content/undp/en/home/operations/procurement/business/procurement-notices/resources/</a></p>
<i>23. Deadline for Submission of Proposals and Late Proposals</i>	<p>23.1 Complete Proposals must be received by UNDP in the manner, and no later than the date and time, specified in the BDS. UNDP shall only recognize the date and time that the bid was received by UNDP</p> <p>23.2 UNDP shall not consider any Proposal that is submitted after the deadline for the submission of Proposals.</p>
<i>24. Withdrawal, Substitution, and Modification of Proposals</i>	<p>24.1 A Proposer may withdraw, substitute or modify its Proposal after it has been submitted at any time prior to the deadline for submission.</p> <p>24.2 Manual and Email submissions: A proposer may withdraw, substitute or modify its Proposal by sending a written notice to UNDP, duly signed by an authorized representative, and shall include a copy of the authorization (or a Power of Attorney). The corresponding substitution or modification of the Proposal, if any, must accompany the respective written notice. All notices must be submitted in the same manner as specified for submission of proposals, by clearly marking them as "WITHDRAWAL" "SUBSTITUTION," or "MODIFICATION"</p> <p>24.3 eTendering: A Proposer 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 Proposer 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 Proposer User Guide and Instructional videos.</p> <p>24.4 Proposals requested to be withdrawn shall be returned unopened to the Proposers (only for manual submissions), except if the bid is withdrawn after the bid has been opened</p>
<i>25. Proposal Opening</i>	<p>25.1 There is no public bid opening for RFPs. UNDP shall open the Proposals in the presence of an ad-hoc committee formed by UNDP, consisting of at least two (2) members. In the case of e-Tendering submission, proposers will receive an automatic notification once their proposal is opened.</p>
<b>D. EVALUATION OF PROPOSALS</b>	
<i>26. Confidentiality</i>	<p>26.1 Information relating to the examination, evaluation, and comparison of Proposals, and the recommendation of contract award, shall not be disclosed to Proposers or any other persons not officially concerned with such process, even after publication of the contract award.</p> <p>26.2 Any effort by a Proposer or anyone on behalf of the Proposer to influence UNDP in the examination, evaluation and comparison of the Proposals or contract award decisions may, at UNDP's decision, result in the rejection of its Proposal and may be subject to the application of prevailing UNDP's vendor sanctions procedures.</p>
<i>27. Evaluation of</i>	<p>27.1 The Proposer is not permitted to alter or modify its Proposal in any way after the</p>

<p><i>Proposals</i></p>	<p>proposal submission deadline except as permitted under Clause 24 of this RFP. UNDP will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.</p> <p>27.2 Evaluation of proposals is made of the following steps:</p> <ul style="list-style-type: none"> <li>a) Preliminary Examination</li> <li>b) Minimum Eligibility and Qualification (if pre-qualification is not done)</li> <li>c) Evaluation of Technical Proposals</li> <li>d) Evaluation of Financial Proposals</li> </ul>
<p><i>28.Preliminary Examination</i></p>	<p>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.</p>
<p><i>29.Evaluation of Eligibility and Qualification</i></p>	<p>29.1 Eligibility and Qualification of the Proposer will be evaluated against the Minimum Eligibility/Qualification requirements specified in the Section 4 (Evaluation Criteria).</p> <p>29.2 In general terms, vendors that meet the following criteria may be considered qualified:</p> <ul style="list-style-type: none"> <li>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;</li> <li>b) They have a good financial standing and have access to adequate financial resources to perform the contract and all existing commercial commitments,</li> <li>c) They have the necessary similar experience, technical expertise, production capacity where applicable, quality certifications, quality assurance procedures and other resources applicable to the provision of the services required;</li> <li>d) They are able to comply fully with UNDP General Terms and Conditions of Contract;</li> <li>e) They do not have a consistent history of court/arbitral award decisions against the Proposer; and</li> <li>f) They have a record of timely and satisfactory performance with their clients.</li> </ul>

*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 proposers 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 Proposers 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 Proposer unopened. For emailed Proposals and e-tendering submissions, UNDP will not request for the password of the Financial Proposals of proposers 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 Proposers; 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 Proposer. 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 information provided by the Proposer;
  - b) Validation of extent of compliance to the RFP requirements and evaluation criteria based on what has so far been found by the evaluation team;
  - c) Inquiry and reference checking with Government entities with jurisdiction on the Proposer, or with previous clients, or any other entity that may have done business with the Proposer;
  - d) Inquiry and reference checking with previous clients on the performance on on-going or contracts completed, including physical inspections of

	<p>previous works, as necessary;</p> <p>e) Physical inspection of the Proposer's offices, branches or other places where business transpires, with or without notice to the Proposer;</p> <p>f) Other means that UNDP may deem appropriate, at any stage within the selection process, prior to awarding the contract.</p>
<i>32. Clarification of Proposals</i>	<p>32.1 To assist in the examination, evaluation and comparison of Proposals, UNDP may, at its discretion, ask any Proposer for a clarification of its Proposal.</p> <p>32.2 UNDP's request for clarification and the response shall be in writing and no change in the prices or substance of the Proposal shall be sought, offered, or permitted, except to provide clarification, and confirm the correction of any arithmetic errors discovered by UNDP in the evaluation of the Proposals, in accordance with RFP.</p> <p>32.3 Any unsolicited clarification submitted by a Proposer in respect to its Proposal, which is not a response to a request by UNDP, shall not be considered during the review and evaluation of the Proposals.</p>
<i>33. Responsiveness of Proposal</i>	<p>33.1 UNDP's determination of a Proposal's responsiveness will be based on the contents of the Proposal itself. A substantially responsive Proposal is one that conforms to all the terms, conditions, TOR and other requirements of the RFP without material deviation, reservation, or omission.</p> <p>33.2 If a Proposal is not substantially responsive, it shall be rejected by UNDP and may not subsequently be made responsive by the Proposer by correction of the material deviation, reservation, or omission.</p>
<i>34. Nonconformities, Repairable Errors and Omissions</i>	<p>34.1 Provided that a Proposal is substantially responsive, UNDP may waive any non-conformities or omissions in the Proposal that, in the opinion of UNDP, do not constitute a material deviation.</p> <p>34.2 UNDP may request the Proposer to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Proposal related to documentation requirements. Such omission shall not be related to any aspect of the price of the Proposal. Failure of the Proposer to comply with the request may result in the rejection of its Proposal.</p> <p>34.3 For Financial Proposal that has been opened, UNDP shall check and correct arithmetical errors as follows:</p> <p>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;</p> <p>b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and</p> <p>c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail.</p> <p>34.4 If the Proposer does not accept the correction of errors made by UNDP, its Proposal shall be rejected.</p>

## **E. AWARD OF CONTRACT**

35. <i>Right to Accept, Reject, Any or All Proposals</i>	35.1 UNDP reserves the right to accept or reject any Proposal, to render any or all of the Proposals as non-responsive, and to reject all Proposals at any time prior to award of contract, without incurring any liability, or obligation to inform the affected Proposer(s) of the grounds for UNDP's action. UNDP shall not be obliged to award the contract to the lowest priced offer.
36. <i>Award Criteria</i>	36.1 Prior to expiration of the proposal validity, UNDP shall award the contract to the qualified Proposer based on the award criteria indicated in the BDS.
37. <i>Debriefing</i>	37.1 In the event that a Proposer is unsuccessful, the Proposer may request a debriefing from UNDP. The purpose of the debriefing is to discuss the strengths and weaknesses of the Proposer's submission, in order to assist the Proposer in improving its future proposals for UNDP procurement opportunities. The content of other proposals and how they compare to the Proposer's submission shall not be discussed.
38. <i>Right to Vary Requirements at the Time of Award</i>	38.1 At the time of award of Contract, UNDP reserves the right to vary the quantity of services and/or goods, by up to a maximum twenty-five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.
39. <i>Contract Signature</i>	39.1 Within fifteen (15) days from the date of receipt of the Contract, the successful Proposer shall sign and date the Contract and return it to UNDP. Failure 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 Proposer or call for new Proposals.
40. <i>Contract Type and General Terms and Conditions</i>	40.1 The types of Contract to be signed and the applicable UNDP Contract General Terms and Conditions, as specified in BDS, can be accessed at <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>
41. <i>Performance Security</i>	41.1 40.1 A performance security, if required in BDS, shall be provided in the amount specified in BDS and form available at <a href="https://popp.undp.org/_layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_POPP_DOCUMENT_LIBRARY/Public/PSU_Solicitation_Performance%20Guarantee%20Form.docx&amp;action=default">https://popp.undp.org/_layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_POPP_DOCUMENT_LIBRARY/Public/PSU_Solicitation_Performance%20Guarantee%20Form.docx&amp;action=default</a> within fifteen (15) days of the contract signature by both parties. Where a performance security is required, the receipt of the performance security by UNDP shall be a condition for rendering the contract effective.
42. <i>Bank Guarantee for Advanced Payment</i>	42.1 Except when the interests of UNDP so require, it is UNDP's preference to make no advance payment(s) (i.e., payments without having received any outputs). If an advance payment is allowed as per BDS, and exceeds 20% of the total contract price, or USD 30,000, whichever is less, the Proposer shall submit a Bank Guarantee in the full amount of the advance payment in the form available at <a 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">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</a>
43. <i>Liquidated Damages</i>	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. <i>Payment Provisions</i>	44.1 Payment will be made only upon UNDP's acceptance of the work performed.

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



## 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 Proposers, 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	16	Proposal Validity Period	120 days following deadline for submission of Proposals
6	12	Proposal Security	Required in the amount of USD 15,000 Acceptable Forms of Proposal Security Bank Guarantee (See Section 6; Form H for template) Proposal Securities will be returned to all proposers upon signature of contract with the successful Proposer
7	42	Advanced Payment upon signing of contract	Not Allowed
8	43	Liquidated Damages	Will be imposed as follows: Delay damage for submission of draft version of each deliverable as per terms of reference; Percentage of contract price per day of delay (for each deliverable separately): 0.25 Max. number of days of delay 40, after which UNDP may terminate the contract.  Non-performance damages; Percentage of deduction from total contract price per day of absence of each key expert when required as per implementation plan of services: 0,25 % Max. number of days of absence is 40 days, after which UNDP may terminate the contract.
9	41	Performance Security	Required in the amount of 20 % of the contract amount in the form of Bank Guarantee which will be provided to

			the successful Proposer along with the Award Letter. This security must be provided no later than 15 days after the proposer receives the award letter by the UNDP, prior to signature of the contract. The Performance Security will only be released upon the successful completion of tasks that were planned including the maintenance and warranty period for software, within the pre-defined timeframes.
10	13	Currency of Proposal	United States Dollar
11	18	Deadline for submitting requests for clarifications/questions	5 days before the submission deadline
12	18	Contact Details for submitting clarifications/questions	Focal Person in UNDP: Ersin Dagdur Address: Yıldız Kule, Yukarı Dikmen Mah. Turan Güneş Blv. No:106 06550, Çankaya/Ankara/Turkey E-mail address: tr.procurement@undp.org
13	18, 19 and 21	Manner of Disseminating Supplemental Information to the RFP and responses/clarifications to queries	Posted directly to eTendering
14	23	Deadline for Submission	March 30, 2020; 23:59 (GMT - 5, EST, New York); 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 only This procurement process is being conducted through the online tendering system of UNDP. Bidders who wish to submit an offer must be registered in the system. Visit this page for system user guides and videos in different languages: <a href="http://www.undp.org/content/undp/en/home/operations/procurement/business/procurement-notices/resources/">http://www.undp.org/content/undp/en/home/operations/procurement/business/procurement-notices/resources/</a> If already registered, go to <a href="https://etendering.partneragencies.org">https://etendering.partneragencies.org</a> and sign in using your username and password. Use "Forgotten password" link if you do not remember your password. Do not create a new profile. If you have never registered in the system before, you can register by visiting the link below and follow the instructions in the user guide (attached):

			<p><a href="https://etendering.partneragencies.org">https://etendering.partneragencies.org</a></p> <ul style="list-style-type: none"> <li>•Username: event.guest</li> <li>•Password: why2change</li> </ul> <p>It is strongly recommended to create a username with two parts: your first name and last name separated by a ".", (similar to the one shown above). Once registered you will receive a valid password to the registered email address which you can use for signing in and changing your password.</p> <p>Please note that your new password should meet the following criteria:</p> <ul style="list-style-type: none"> <li>• Minimum 8 characters</li> <li>• At least one UPPERCASE LETTER</li> <li>• At least one lowercase letter</li> <li>• At least one number</li> </ul> <p>You can view and download tender documents with the guest account as per the above username and password, However, if you are interested to participate, you must register in the system and subscribe to this tender to be notified when amendments are made.</p>
15	22	Proposal Submission Address	<p>UNDP ATLAS E-Tendering system, which can be accessed at <a href="https://etendering.partneragencies.org">https://etendering.partneragencies.org</a>.</p> <p>Insert BU Code: TUR10</p> <p>Event ID:RFP2020-02</p>
16	22	Electronic submission (email or eTendering) requirements	<ul style="list-style-type: none"> <li>▪ Format: PDF files only</li> <li>▪ File names must be maximum 60 characters long and must not contain any letter or special character other than from Latin alphabet/keyboard.</li> <li>▪ All files must be free of viruses and not corrupted.</li> <li>▪ Password for financial proposal <u>must</u> not be provided to UNDP until requested by UNDP</li> <li>▪ Max. File Size per transmission: 45 MB</li> <li>▪ 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:</li> </ul> <p>Focal Point: Ersin Dağdur, Procurement Officer Yıldız Kule, 21st Floor, Dikmen Mahallesi, Turan Güneş Bulvarı, No:106, 06550, Çankaya, Ankara, Turkey</p>
17	27 36	Evaluation Method for the Award of Contract	<p>Combined Scoring Method, using the 70%-30% distribution for technical and financial proposals respectively</p> <p>The minimum technical score required to pass is 70%.</p>

18		Expected date for commencement of Contract	May 2020
19		Maximum expected duration of contract	13 Months for execution of the activities, starting from the contract signature date, and 12 months warranty period (including maintenance and support services for the software) starting from the acceptance date of final report.
20	36	UNDP will award the contract to:	One Proposer Only
21	40	Type of Contract	Contract Face Sheet (Goods and-or 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>
22	40	UNDP Contract Terms and Conditions that will apply	UNDP General Terms and Conditions for Contracts <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		Taxation	UN and its subsidiary organs are exempt from all taxes. Therefore, bidders shall prepare their Bids excluding Value Added Tax (VAT). It is the Bidder's responsibility to learn from relevant authorities (Ministry of Finance) and/or to review/confirm published procedures and to consult with a certified financial consultant as needed to confirm the scope and procedures of VAT exemption application as per VAT Law, Ministry of Finance's General Communiqués.
	44	Currency of Payment;	If the Contractor is registered and operating in Turkey, the payment shall be realized in Turkish Liras (TRY). Payment amount will be converted from United States Dollar (USD) to Turkish Liras (TRY) by the UN operational rate of exchange <sup>1</sup> valid on the date of money transfer. Otherwise, the payments shall be affected in United States Dollar.
		Schedule of payments	The payment method will be "cost reimbursement" with reference to the Clause 4 of UNDP General Terms and Conditions for Contracts. The payments will be affected on the basis of the actual number of days worked and the daily fee rates contained in the proposer's financial proposal. The payments will be made to the Contractor in the amounts and pursuant to the schedule of payments as stipulated by Sub-Section 13 of Terms of Reference.
		Additional information	It is noted that the awarding of the contract is subject to the condition of official extension of the "UNDP Employment and Skills Development Project" by the donor, which does not modify the content and

			<p>elements of the procurement procedure. If the precedent condition is not met, UNDP will either abandon the procurement or cancel the award procedure without the proposers being entitled to claim any compensation.</p> <p>In case of official approval of the project time extension is received during the period of tender announcement, UNDP will post an official amendment.</p>
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## SECTION 4. EVALUATION CRITERIA

### Preliminary Examination Criteria

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

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

### Minimum Eligibility and Qualification Criteria

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

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

Subject	Criteria	Document Submission requirement
<b>ELIGIBILITY</b>		
<b>Legal Status</b>	Vendor is a legally registered entity.	Form B: Proposer Information Form
<b>Eligibility</b>	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
<b>Conflict of Interest</b>	No conflicts of interest in accordance with ITB clause 4.	Form A: Technical Proposal Submission Form
<b>Bankruptcy</b>	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
<b>QUALIFICATION</b>		
<b>History of Non-Performing Contracts<sup>1</sup></b>	Non-performance of a contract did not occur as a result of contractor default for the last 3 years.	Form D: Qualification Form
<b>Litigation History</b>	No consistent history of court/arbitral award decisions against the Proposer for the last 3 years.	Form D: Qualification Form
<b>Previous Experience</b>	Minimum five years of relevant experience.	Form D: Qualification Form
	Minimum two contracts with a budget of at least USD 250,000 in development of software infrastructure for public and/or private bodies over the last 5 years. (reference period to be taken into account: from March 30, 2015 to March 30, 2020)	Form D: Qualification Form

<sup>1</sup> 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 Proposer have been exhausted.

	<i>(For JV/Consortium/Association, all Parties <b>cumulatively</b> should meet requirement).</i>	
<b>Financial Standing</b>	Minimum average annual turnover of USD 500,000 for the last 3 years. (2017, 2018 and 2019) (For the proposers whose accounts have not been closed for 2019, the values for 2016 will be considered instead of 2019.) <i>(For JV/Consortium/Association, all Parties <b>cumulatively</b> should meet requirement).</i>	Form D: Qualification Form
	Proposer must demonstrate the current soundness of its financial standing and indicate its prospective long-term profitability. <i>(For JV/Consortium/Association, all Parties <b>cumulatively</b> should meet requirement).</i>	Form D: Qualification Form

## Technical Evaluation Criteria

Summary of Technical Proposal Evaluation Forms		Points Obtainable
1.	Proposer's qualification, capacity and experience	200
2.	Proposed Methodology, Approach and Implementation Plan	300
3.	Management Structure and Key Personnel	500
	<b>Total</b>	<b>1000</b>

Section 1. Proposer's qualification, capacity and experience		Points obtainable
1.1	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	50
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	20
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
<b>Total Section 1</b>		<b>200</b>

Section 2. Proposed Methodology, Approach and Implementation Plan		Points obtainable
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.	150
2.4	Description of available performance monitoring and evaluation mechanisms and tools; how they shall be adopted and used for a specific requirement	30
2.5	Assessment of the implementation plan proposed including whether the activities are properly sequenced and if these are logical and realistic	30
2.6	Demonstration of ability to plan, integrate and effectively implement sustainability measures in the execution of the contract	10
<b>Total Section 2</b>		<b>300</b>



<b>Section 3. Management Structure and Key Personnel</b>			<b>Points obtainable</b>
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?		100
3.2	Qualifications of key personnel proposed		
3.2 a	Team Leader		100
	- Qualification and skills	5	
	- General Professional Experience	15	
	- Specific Professional Experience	80	
3.2 b	User Experience (UX) and User Interface (UI) Design Expert		100
	- Qualification and skills	10	
	- General Professional Experience	10	
	- Specific Professional Experience	80	
3.2 c	Chief Software Engineer		100
	- Qualification and skills	5	
	- General Professional Experience	15	
	- Specific Professional Experience	80	
3.2 d	Senior Text Expert		100
	- Qualification and skills	5	
	- General Professional Experience	15	
	- Specific Professional Experience	80	
<b>Total Section 3</b>			<b>500</b>

## **SECTION 5. TERMS OF REFERENCE**

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**The terms of reference is provided as an attachment to this RFP, and will form integral part of the Contract.**

## SECTION 6: RETURNABLE BIDDING FORMS / CHECKLIST

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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:

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

### Financial Proposal Envelope

**(Must be provided as a password protected document)**

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

## FORM A: TECHNICAL PROPOSAL SUBMISSION FORM

Name of Proposer:	[Insert Name of Proposer]	Date:	Select date
RFP reference:	UNDP-TUR-RFP(KFW)-2020/02		

We, the undersigned, offer to provide the services for "Renewal of software infrastructure of Turkish Employment Agency" in accordance with your Request for Proposal No. UNDP-TUR-RFP(KFW)-2020/02 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 Proposers Clause 4;
- d) do not employ, or anticipate employing, any person(s) who is, or has been a UN staff member within the last year, if said UN staff member has or had prior professional dealings with our firm in his/her capacity as UN staff member within the last three years of service with the UN (in accordance with UN post-employment restrictions published in ST/SGB/2006/15);
- e) have not declared bankruptcy, are not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal action against them that could impair their operations in the foreseeable future;
- f) undertake not to engage in proscribed practices, including but not limited to corruption, fraud, coercion, collusion, obstruction, or any other unethical practice, with the UN or any other party, and to conduct business in a manner that averts any financial, operational, reputational or other undue risk to the UN and we *embrace the principles of the United Nations Supplier Code of Conduct and adhere to the principles of the United Nations Global Compact.*

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

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

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

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

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

*[Stamp with official stamp of the Proposer]*

## FORM B: PROPOSER INFORMATION FORM

<b>Legal name of Proposer</b>	[Complete]
<b>Legal address</b>	[Complete]
<b>Year of registration</b>	[Complete]
<b>Proposer's Authorized Representative Information</b>	Name and Title: [Complete] Telephone numbers: [Complete] Email: [Complete]
<b>Are you a UNGM registered vendor?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, [insert UGNM vendor number]
<b>Are you a UNDP vendor?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, [insert UNDP vendor number]
<b>Countries of operation</b>	[Complete]
<b>No. of full-time employees</b>	[Complete]
<b>Quality Assurance Certification (e.g. ISO 9000 or Equivalent) (If yes, provide a Copy of the valid Certificate):</b>	[Complete]
<b>Does your Company hold any accreditation such as ISO 14001 related to the environment? (If yes, provide a Copy of the valid Certificate):</b>	[Complete]
<b>Does your Company have a written Statement of its Environmental Policy? (If yes, provide a Copy)</b>	[Complete]
<b>Contact person UNDP may contact for requests for clarification during Proposal evaluation</b>	Name and Title: [Complete] Telephone numbers: [Complete] Email: [Complete]
<b>Please attach the following documents:</b>	<ul style="list-style-type: none"> <li>▪ Company Profile, which should <u>not</u> 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 Proposer is updated with its tax payment obligations, or Certificate of Tax exemption, if any such privilege is enjoyed by the Proposer</li> <li>▪ Trade name registration papers, if applicable</li> <li>▪ Local Government permit to locate and operate in assignment location, if applicable</li> <li>▪ Official Letter of Appointment as local representative, if Proposer is submitting a Bid in behalf of an entity located outside the country</li> <li>▪ Power of Attorney</li> </ul>

## FORM C: JOINT VENTURE/CONSORTIUM/ASSOCIATION INFORMATION FORM

Name of Proposer:	[Insert Name of Proposer]	Date:	Select date
RFP reference:	UNDP-TUR-RFP(KFW)-2020/02		

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

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

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

We have attached a duly notarized JV/Consortium/Association Agreement, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said joint venture.

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

Name of partner: \_\_\_\_\_ Name of partner: \_\_\_\_\_

Signature: \_\_\_\_\_ Signature: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_

Name of partner: \_\_\_\_\_ Name of partner: \_\_\_\_\_

Signature: \_\_\_\_\_ Signature: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_

## FORM D: QUALIFICATION FORM

Name of Proposer:	[Insert Name of Proposer]	Date:	Select date
RFP reference:	UNDP-TUR-RFP(KFW)-2020/02		

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

### Historical Contract Non-Performance

<input type="checkbox"/> Contract non-performance did not occur for the last 3 years (reference period to be taken into account: from March 30, 2017 to March 30, 2020)			
<input type="checkbox"/> Contract(s) not performed for the last 3 years (reference period to be taken into account: from March 30, 2017 to March 30, 2020)			
Year	Non- performed portion of contract	Contract Identification	Total Contract Amount (current value in US\$)
		Name of Client: Address of Client: Reason(s) for non-performance:	

### Litigation History (including pending litigation)

<input type="checkbox"/> No litigation history for the last 3 years (reference period to be taken into account: from March 30, 2017 to March 30, 2020)			
<input type="checkbox"/> Litigation History as indicated below			
Year of dispute	Amount in dispute (in US\$)	Contract Identification	Total Contract Amount (current value in US\$)
		Name of Client: Address of Client: Matter in dispute: Party who initiated the dispute: Status of dispute: Party awarded if resolved:	

### Previous Relevant Experience

Please list only previous similar assignments successfully completed in the **last 5 years**. (reference period to be taken into account: from March 30, 2015 to March 30, 2020)

List only those assignments for which the Proposer was legally contracted or sub-contracted by the Client as a company or was one of the Consortium/JV partners. Assignments completed by the Proposer's individual experts working privately or through other firms cannot be claimed as the relevant experience of the Proposer, or that of the Proposer's partners or sub-consultants, but can be claimed by the Experts themselves in their CVs. **The Proposer shall provide proof documents for the claimed experience by presenting copies of relevant documents and references with the Proposal.**

Project name & Country of Assignment	Client & Reference Contact Details	Contract Value (in USD equivalent*)	Period of activity and status	Types of activities undertaken

- Bidders shall convert the currency quoted in the "Certificate of Completion" into USD, in accordance with the prevailing UN operational rate of exchange on the contract date stated by "Certificate of Completion". UN operational rate of exchange are available at the following website: <https://treasury.un.org/operationalrates/OperationalRates.php#E>

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

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

## Financial Standing

<b>Annual Turnover for the last 3 years (in US\$ equivalent)</b>	Year	USD
	Year	USD
	Year	USD
<b>Latest Credit Rating (if any), indicate the source</b>		

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

For USD Equivalent; Proposers shall convert the currency into USD by using the UN operational rate of exchange which was effective for 31st December of each corresponding year. UN operational rate of exchange are available at the following website: <https://treasury.un.org/operationalrates/OperationalRates.php#E>

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

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



## FORM E: FORMAT OF TECHNICAL PROPOSAL

Name of Proposer:	[Insert Name of Proposer]	Date:	Select date
RFP reference:	UNDP-TUR-RFP(KFW)-2020/02		

The Proposer's proposal should be organized to follow this format of Technical Proposal. Where the proposer is presented with a requirement or asked to use a specific approach, the proposer 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: Proposer'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 proposer's responsiveness to the TOR by identifying the specific components proposed, addressing the requirements, providing a detailed description of the essential performance characteristics proposed and demonstrating how the proposed approach and methodology meets or exceeds the requirements. All important aspects should be addressed in sufficient detail and different components of the project should be adequately weighted relative to one another.

- 2.1 A detailed description of the approach and methodology for how the Proposer 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 Proposer's internal technical and quality assurance review mechanisms.
- 2.3 Explain whether any work would be subcontracted, to whom, how much percentage of the work, the rationale for such, and the roles of the proposed sub-contractors and how everyone will function as a team.
- 2.4 Description of available performance monitoring and evaluation mechanisms and tools; how they shall be adopted and used for a specific requirement.
- 2.5 Implementation plan including a Gantt Chart or Project Schedule indicating the detailed sequence of activities that will be undertaken and their corresponding timing.
- 2.6 Demonstrate how you plan to integrate sustainability measures in the execution of the contract.
- 2.7 Any other comments or information regarding the project approach and methodology that will be adopted.

### **SECTION 2A: Proposer'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 including non-key

personnel and the time allocated for his/her involvement with a detailed list of specific areas of expertise required for activities.

- 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

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

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

\_\_\_\_\_  
Signature of Personnel

\_\_\_\_\_  
Date (Day/Month/Year)

## FORM F: FINANCIAL PROPOSAL SUBMISSION FORM

**(Must be provided as a password protected document)**

Name of Proposer:	[Insert Name of Proposer]	Date:	Select date
RFP reference:	UNDP-TUR-RFP(KFW)-2020/02		

We, the undersigned, offer to provide the services for "Technical assistance services; Development of business process management system for Turkish Employment Agency" in accordance with your Request for Proposal No. UNDP-TUR-RFP(KFW)-2020/02 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 Proposer]*

## Form G: Financial Proposal Form

**(Must be provided as a password protected document)**

Name of Proposer:	[Insert Name of Proposer]	Date:	Select date
RFP reference:	UNDP-TUR-RFP(KFW)-2020/02		

The Proposer 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 Proposers. Any Financial information provided in the Technical Proposal shall lead to Proposer's disqualification.

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

The Contract price is based on a daily professional fee rate. The payment method will be "cost reimbursement" as per the General Terms and Conditions for Contracts (Goods and/or Services). The payments will be affected on the basis of the actual number of days worked and the daily fee rates contained in the proposer's financial proposal.

**The proposer shall prepare financial proposal in accordance with the maximum estimated number of man-days to be invested indicated in Part I, namely "Expected Duration of the Contract/Assignment" of the Terms of Reference)**

**Currency of the proposal:** United States Dollars

### Price Schedule

Name	Position	Daily Rate(USD)	Maximum No. of Days	Estimated Total Amount (USD)
		A	B	C=AxB
	Team Leader		200	
	User Experience (UX) and User Interface (UI) Design Expert		200	
	Chief Software Engineer		200	
	Senior Test Expert		200	
	Software Engineers		800	
	Test Expert		200	
<b>Total Maximum Estimated Price:</b>				

The proposer must include followings in the computation of professional fee rate;

- The remuneration actually paid to the experts concerned per working day,
- Administrative costs of employing the relevant experts, such as relocation and repatriation expenses, accommodation, leave, insurances and security arrangements and other employment benefits accorded to the experts by Contractor.
- The margin, covering the Contractor's overheads, profit and backstopping facilities,

- Any other expenditure which is needed to implement the contract (e.g., travel, living allowances, taxes,)
- All the costs related to the scope of the works in this Terms of Reference,
- Costs for supplies and equipment including vehicles and other means of transport, computer hardware and software, fax and internet connection, photocopy machines, office supplies and reference materials, measurement and inspection equipment, etc.
- Costs for proper communication (English/Turkish) with interlocutors.
- Backstopping and support staff costs
- Costs for technical studies/tests

## FORM H: FORM OF PROPOSAL SECURITY

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

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To: UNDP

*[Insert contact information as provided in Data Sheet]*

WHEREAS [Name and address of Proposer] (hereinafter called "the Proposer") has submitted a Proposal to UNDP dated [Click here to enter a date](#) to execute "Technical assistance services; Development of business process management system for Turkish Employment Agency" (hereinafter called "the Proposal"):

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

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

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

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

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

### **SIGNATURE AND SEAL OF THE GUARANTOR BANK**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Name of Bank \_\_\_\_\_

Address \_\_\_\_\_

*[Stamp with official stamp of the Bank]*