

# **REQUEST FOR PROPOSAL**

Development and project management of Multi- city challenge.

RFP No.: MyRFP\_2020\_010

Project: The Global Centre for Technology, Innovation and Sustainable

Development

Country: Singapore

Issued on: 1 May 2020

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# SECTION 1. LETTER OF INVITATION

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

This RFP includes the following documents and the General Terms and Conditions of Contract which is inserted in the Bid Data Sheet (BDS):

Section 1: This Letter of Invitation Section 2: Instruction to Bidders Section 3: Bid Data Sheet (BDS) Section 4: Evaluation Criteria Section 5: Terms of Reference

Section 6: Returnable Bidding Forms

- o Form A: Technical Proposal Submission Form
- o Form B: Bidder Information Form
- o Form C: Joint Venture/Consortium/Association Information Form
- o Form D: Qualification Form
- 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.

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: Laine Liew	Name: Patrick Pee	
Title: Operation Associate	Title: Assistant Resident Representative	
Date: <b>May 1, 2020</b>	Date: <b>May 1, 2020</b>	

# SECTION 2. INSTRUCTION TO BIDDERS

A. GENERAL PROVIS	IONS	
1. Introduction	1.1	Bidders shall adhere to all the requirements of this RFP, including any amendments in writing by UNDP. This RFP is conducted in accordance with the UNDP Programme and Operations Policies and Procedures (POPP) on Contracts and Procurement which can be accessed at <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.
	2.3	In pursuance of this policy, UNDP  (a) Shall reject a proposal if it determines that the selected bidder has engaged in any corrupt or fraudulent practices in competing for the contract in question;  (b) Shall declare a vendor ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the vendor has engaged in any corrupt or fraudulent practices in competing for, or in executing a UNDP contract.
	2.4	All Bidders must adhere to the UN Supplier Code of Conduct, which may be found at <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 OF PROPOSALS

# 5. General Considerations

- 5.1 In preparing the Proposal, the Bidder is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.
- 5.2 The Bidder will not be permitted to take advantage of any errors or omissions in the RFP. Should such errors or omissions be discovered, the Bidder must notify the UNDP
- 6. Cost of
  Preparation of
  Proposal
- 6.1 The Bidder shall bear any and all costs related to the preparation and/or submission of the Proposal, regardless of whether its Proposal was selected or not. UNDP shall not be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process.
- 7. Language
- 7.1 The Proposal, as well as any and all related correspondence exchanged by the Bidder and UNDP, shall be written in the language (s) specified in the BDS.
- 8. Documents
- 8.1 The Proposal shall comprise of the following documents:

Comprising the Proposal	<ul> <li>a) Documents Establishing the Eligibility and Qualifications of the Bidder;</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>
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. Proposal Security	12.1 A Proposal Security, if required by BDS, shall be provided in the amount and form indicated in the BDS. The Proposal Security shall be valid up to thirty (30) days after the final date of validity of the Proposal.
	12.2 The Proposal Security shall be included along with the Technical Proposal. If Proposal Security is required by the RFP but is not found along with the Technical Proposal, the Proposal shall be rejected.
	12.3 If the Proposal Security amount or its validity period is found to be less than what is required by UNDP, UNDP shall reject the Proposal.
	12.4 In the event an electronic submission is allowed in the BDS, Bidders shall include a copy of the Bid Security in their proposal and the original of the Proposal Security must be sent via courier or hand delivery as per the instructions in BDS.
	12.5 The Proposal Security may be forfeited by UNDP, and the Proposal rejected, in the event of any one or combination, of the following conditions:
	<ul><li>a) If the Bidder withdraws its offer during the period of the Proposal Validity specified in the BDS, or;</li><li>b) In the event that the successful Bidder fails:</li></ul>

	12.6	i. to sign the Contract after UNDP has issued an award; or to furnish the Performance Security, insurances, or other documents that UNDP may require as a condition precedent to the effectivity of the contract that may be awarded to the Bidder.
13. Currencies	13.1	<ul> <li>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:</li> <li>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</li> <li>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.</li> </ul>
14. Joint Venture, Consortium or Association	14.1	If the Bidder is a group of legal entities that will form or have formed a Joint Venture (JV), Consortium or Association for the Proposal, they shall confirm in their Proposal that: (i) they have designated one party to act as a lead entity, duly vested with authority to legally bind the members of the JV, Consortium or Association jointly and severally, which shall be evidenced by a duly notarized Agreement among the legal entities, and submitted with the Proposal; and (ii) if they are awarded the contract, the contract shall be entered into, by and between UNDP and the designated lead entity, who shall be acting for and on behalf of all the member entities comprising the joint venture.
	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.
	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.
	14.4	The description of the organization of the JV, Consortium or Association must clearly define the expected role of each of the entity in the joint venture in delivering the requirements of the RFP, both in the Proposal and the JV, Consortium or Association Agreement. All entities that comprise the JV, Consortium or Association shall be subject to the eligibility and qualification assessment by UNDP.
	14.5	A JV, Consortium or Association in presenting its track record and experience should clearly differentiate between:
		a) Those that were undertaken together by the JV, Consortium or Association; and
		b) Those that were undertaken by the individual entities of the JV, Consortium or Association.
	14.6	Previous contracts completed by individual experts working privately but who are permanently or were temporarily associated with any of the member firms cannot be claimed as the experience of the JV, Consortium or Association or those of its members, but should only be claimed by the individual experts themselves in their presentation of their individual credentials.
	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.

15. Only One Proposal	15.1	The Bidder (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture.
	15.2	Proposals submitted by two (2) or more Bidders shall all be rejected if they are found to have any of the following:  a) they have at least one controlling partner, director or shareholder in common; or  b) any one of them receive or have received any direct or indirect subsidy from the other/s; or  c) they have the same legal representative for purposes of this RFP; or  d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about, or influence on the Proposal of, another Bidder regarding this RFP process;  e) they are subcontractors to each other's Proposal, or a subcontractor to one Proposal also submits another Proposal under its name as lead Bidder; or  f) some key personnel proposed to be in the team of one Bidder participates in more than one Proposal received for this RFP process. This condition relating to the personnel, does not apply to subcontractors being included in more than one Proposal.
16. Proposal Validity Period	16.1	Proposals shall remain valid for the period specified in the BDS, commencing on the Deadline for Submission of Proposals. A Proposal valid for a shorter period may be rejected by UNDP and rendered non-responsive.
	16.2	During the Proposal validity period, the Bidder shall maintain its original Proposal without any change, including the availability of the Key Personnel, the proposed rates and the total price.
17. Extension of Proposal Validity Period	17.1	In exceptional circumstances, prior to the expiration of the proposal validity period, UNDP may request Bidders to extend the period of validity of their Proposals. The request and the responses shall be made in writing, and shall be considered integral to the Proposal.
	17.2	If the Bidder agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal.
	17.3	The Bidder has the right to refuse to extend the validity of its Proposal, and in which case, such Proposal will not be further evaluated.
18. Clarification of Proposal	18.1	Bidders may request clarifications on any of the RFP documents no later than the date indicated in the BDS. Any request for clarification must be sent in writing in the manner indicated in the BDS. If inquiries are sent other than specified channel, even if they are sent to a UNDP staff member, UNDP shall have no obligation to respond or confirm that the query was officially received.
	18.2	UNDP will provide the responses to clarifications through the method specified in the BDS.
	18.3	UNDP shall endeavor to provide responses to clarifications in an expeditious manner, but any delay in such response shall not cause an obligation on the part of UNDP to extend the submission date of the Proposals, unless UNDP deems that such an extension is justified and necessary.
19. Amendment of Proposals	19.1	At any time prior to the deadline of Proposal submission, UNDP may for any reason, such as in response to a clarification requested by a Bidder, modify the RFP in the form of an amendment to the RFP. Amendments will be made available to all prospective bidders.

20	9.2 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. 9.4 Unless attacking a specified in the BDC attacks in a second a shall not be
20. Alternative Proposals	0.1 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 proposa 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.
	0.2 If multiple/alternative proposals are being submitted, they must be clearly marked as "Main Proposal" and "Alternative Proposal"
21. Pre-Bid Conference	1.1 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	PPENING OF PROPOSALS
22. Submission	2.1 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.
	2.2 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.
	2.3 Bidders must be aware that the mere act of submission of a Proposal, in and or itself, implies that the Bidder fully accepts the UNDP General Contract Terms and Conditions.
Hard copy (manual) submission	2.4 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. Al 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

	i		Bear a warning that states "Not to be opened before the time and date for proposal opening" as specified in the BDS.
		If ·	the envelopes and packages with the Proposal are not sealed and marked
		as	$required,  {\tt UNDP}  {\tt shall}  {\tt assume}  {\tt no}  {\tt responsibility}  {\tt for}  {\tt the}  {\tt misplacement},  {\tt loss}, $
Email Submission		or	premature opening of the Proposal.
	22.5	Email	submission, if allowed or specified in the BDS, shall be governed as follows:
			ectronic files that form part of the proposal must be in accordance with e format and requirements indicated in BDS;
		C( di	ne Technical Proposal and the Financial Proposal files MUST BE DMPLETELY SEPARATE. The financial proposal shall be encrypted with fferent passwords and clearly labelled. The files must be sent to the edicated email address specified in the BDS.
eTendering submission		up wł Fa	ne password for opening the Financial Proposal should be provided only bon request of UNDP. UNDP will request password only from bidders nose Technical Proposal has been found to be technically responsive. illure to provide correct password may result in the proposal being jected.
	22.6		onic submission through eTendering, if allowed or specified in the BDS, be governed as follows:
			ectronic files that form part of the proposal must be in accordance with e format and requirements indicated in BDS;
		CC	ne Technical Proposal and the Financial Proposal files MUST BE DMPLETELY SEPARATE and each of them must be uploaded individually and clearly labelled.
		ca fo UI pr	ne Financial Proposal file must be encrypted with a password so that it innot be opened nor viewed until the password is provided. The password or opening the Financial Proposal should be provided only upon request of NDP. UNDP will request password only from bidders whose technical oposal has been found to be technically responsive. Failure to provide the orrect password may result in the proposal being rejected.
			ocuments which are required to be in original form (e.g. Bid Security, etc.) ust be sent via courier or hand delivery as per the instructions in BDS.
		eT Gu <u>ht</u>	etailed instructions on how to submit, modify or cancel a bid in the Tendering system are provided in the eTendering system Bidder User uide and Instructional videos available on this link:  tp://www.undp.org/content/undp/en/home/operations/procurement/buness/procurement-notices/resources/
23. Deadline for Submission of Proposals and Late	23.1	the da	lete Proposals must be received by UNDP in the manner, and no later than te and time, specified in the BDS. UNDP shall only recognize the date and nat the bid was received by UNDP
Proposals	23.2		shall not consider any Proposal that is submitted after the deadline for bmission of Proposals.
24. Withdrawal, Substitution, and	24.1		der may withdraw, substitute or modify its Proposal after it has been tted at any time prior to the deadline for submission.
Modification of	24.2	Manua	al 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"
	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.
	24.4 Proposals requested to be withdrawn shall be returned unopened to the Bidders (only for manual submissions), except if the bid is withdrawn after the bid has been opened
25. Proposal Opening	25.1 There is no public bid opening for RFPs. UNDP shall open the Proposals in the presence of an ad-hoc committee formed by UNDP, consisting of at least two (2) members. In the case of e-Tendering submission, bidders will receive an automatic notification once their proposal is opened.
D. EVALUATION OF	PROPOSALS
26. Confidentiality	26.1 Information relating to the examination, evaluation, and comparison of Proposals, and the recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process, even after publication of the contract award.
	Any effort by a Bidder or anyone on behalf of the Bidder to influence UNDP in the examination, evaluation and comparison of the Proposals or contract award decisions may, at UNDP's decision, result in the rejection of its Proposal and may be subject to the application of prevailing UNDP's vendor sanctions procedures.
27. Evaluation of Proposals	27.1 The Bidder is not permitted to alter or modify its Proposal in any way after the proposal submission deadline except as permitted under Clause 24 of this RFP. UNDP will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.
	<ul> <li>Evaluation of proposals is made of the following steps:</li> <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>
28. Preliminary Examination	28.1 UNDP shall examine the Proposals to determine whether they are complete with respect to minimum documentary requirements, whether the documents have been properly signed, and whether the Proposals are generally in order, among other indicators that may be used at this stage. UNDP reserves the right to reject any Proposal at this stage.
29. Evaluation of Eligibility and Qualification	29.1 Eligibility and Qualification of the Bidder will be evaluated against the Minimum Eligibility/Qualification requirements specified in the Section 4 (Evaluation Criteria).
	<ul><li>29.2 In general terms, vendors that meet the following criteria may be considered qualified:</li><li>a) They are not included in the UN Security Council 1267/1989 Committee's</li></ul>

- list of terrorists and terrorist financiers, and in UNDP's ineligible vendors' list:
- b) They have a good financial standing and have access to adequate financial resources to perform the contract and all existing commercial commitments,
- They have the necessary similar experience, technical expertise, production capacity where applicable, quality certifications, quality assurance procedures and other resources applicable to the provision of the services required;
- d) They are able to comply fully with UNDP General Terms and Conditions of Contract;
- e) They do not have a consistent history of court/arbitral award decisions against the Bidder; and
- f) They have a record of timely and satisfactory performance with their clients.

## 30. Evaluation of Technical and Financial Proposals

- 30.1 The evaluation team shall review and evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and other RFP documents, applying the evaluation criteria, sub-criteria, and point system specified in the Section 4 (Evaluation Criteria). A Proposal shall be rendered non-responsive at the technical evaluation stage if it fails to achieve the minimum technical score indicated in the BDS. When necessary and if stated in the BDS, UNDP may invite technically responsive bidders for a presentation related to their technical proposals. The conditions for the presentation shall be provided in the bid document where required.
- 30.2 In the second stage, only the Financial Proposals of those Bidders who achieve the minimum technical score will be opened for evaluation. The Financial Proposals corresponding to Technical Proposals that were rendered non-responsive shall remain unopened, and, in the case of manual submission, be returned to the Bidder unopened. For emailed Proposals and e-tendering submissions, UNDP will not request for the password of the Financial Proposals of bidders whose Technical Proposal were found not responsive.
- 30.3 The evaluation method that applies for this RFP shall be as indicated in the BDS, which may be either of two (2) possible methods, as follows: (a) the lowest priced method which selects the lowest evaluated financial proposal of the technically responsive Bidders; or (b) the combined scoring method which will be based on a combination of the technical and financial score.
- 30.4 When the BDS specifies a combined scoring method, the formula for the rating of the Proposals will be as follows:

#### Rating the Technical Proposal (TP):

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

Rating the Financial Proposal (FP):

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

Total Combined Score:

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

31. Due Diligence	31.1 UNDP reserves the right to undertake a due diligence exercise, also called post
2 2 genee	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:
	<ul> <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> </ul>
	<ul> <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> </ul>
	<ul> <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</li> </ul>
	selection process, prior to awarding the contract.
32. Clarification of Proposals	32.1 To assist in the examination, evaluation and comparison of Proposals, UNDP may, at its discretion, ask any Bidder for a clarification of its Proposal.
	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.
	32.3 Any unsolicited clarification submitted by a Bidder in respect to its Proposal, which is not a response to a request by UNDP, shall not be considered during the review and evaluation of the Proposals.
33. Responsiveness of Proposal	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.
	33.2 If a Proposal is not substantially responsive, it shall be rejected by UNDP and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.
34. Nonconformitie s, Reparable Errors and	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.
Omissions	34.2 UNDP may request the Bidder to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Proposal related to documentation requirements. Such omission shall not be related to any aspect of the price of the Proposal. Failure of the Bidder to comply with the request may result in the rejection of its Proposal.
	34.3 For Financial Proposal that has been opened, UNDP shall check and correct arithmetical errors as follows:
	<ul> <li>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</li> </ul>

		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.
	34.4	If the Bidder does not accept the correction of errors made by UNDP, its Proposal shall be rejected.
E. AWARD OF CONT	RACT	
35. Right to Accept, Reject, Any or All Proposals	35.1	UNDP reserves the right to accept or reject any Proposal, to render any or all of the Proposals as non-responsive, and to reject all Proposals at any time prior to award of contract, without incurring any liability, or obligation to inform the affected Bidder(s) of the grounds for UNDP's action. UNDP shall not be obliged to award the contract to the lowest priced offer.
36. Award Criteria	36.1	Prior to expiration of the proposal validity, UNDP shall award the contract to the qualified Bidder based on the award criteria indicated in the BDS.
37. Debriefing	37.1	In the event that a Bidder is unsuccessful, the Bidder may request a debriefing from UNDP. The purpose of the debriefing is to discuss the strengths and weaknesses of the Bidder's submission, in order to assist the Bidder in improving its future proposals for UNDP procurement opportunities. The content of other proposals and how they compare to the Bidder's submission shall not be discussed.
38. Right to Vary Requirements at the Time of Award	38.1	At the time of award of Contract, UNDP reserves the right to vary the quantity of services and/or goods, by up to a maximum twenty-five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.
39. Contract Signature	39.1	Within fifteen (15) days from the date of receipt of the Contract, the successful Bidder shall sign and date the Contract and return it to UNDP. Failure to do so may constitute sufficient grounds for the annulment of the award, and forfeiture of the Proposal Security, if any, and on which event, UNDP may award the Contract to the Second Ranked Bidder or call for new Proposals.
40. Contract Type and General Terms and Conditions	40.1	The types of Contract to be signed and the applicable UNDP Contract General Terms and Conditions, as specified in BDS, can be accessed at <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. Performance Security	41.1	40.1 A performance security, if required in BDS, shall be provided in the amount specified in BDS and form available at
		https://popp.undp.org/ layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_POPP
		DOCUMENT LIBRARY/Public/PSU Solicitation Performance%20Guarantee%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.
42. Bank Guarantee for Advanced Payment	42.1	Except when the interests of UNDP so require, it is UNDP's preference to make no advance payment(s) (i.e., payments without having received any outputs). If an advance payment is allowed as per BDS, and exceeds 20% of the total contract price, or USD 30,000, whichever is less, the Bidder shall submit a Bank Guarantee in the full amount of the advance payment in the form available at <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;43. Liquidated Damages&lt;/td&gt;&lt;td&gt;43.1&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;44. Payment&lt;br&gt;Provisions&lt;/td&gt;&lt;td&gt;44.1&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;45. Vendor Protest&lt;/td&gt;&lt;td&gt;45.1&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>
46. Other Provisions	46.1	In the event that the Bidder offers a lower price to the host Government (e.g. General Services Administration (GSA) of the federal government of the United States of America) for similar services, UNDP shall be entitled to same lower price. The UNDP General Terms and Conditions shall have precedence.
	46.2	UNDP is entitled to receive the same pricing offered by the same Contractor in contracts with the United Nations and/or its Agencies. The UNDP General Terms and Conditions shall have precedence.
	46.3	The United Nations has established restrictions on employment of (former) UN staff who have been involved in the procurement process as per bulletin ST/SGB/2006/15 <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>

# 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	Allowed up to a maximum of 10% of contract value
8	42	Liquidated Damages	Will be imposed as follows: Percentage of contract price per week of delay: 1
			Max. number of weeks of delay: 4 weeks, after which UNDP may terminate the contract.
9	40	Performance Security	Required in the amount of USD5000
10	18	Currency of Proposal	United States Dollar
11	31	Deadline for submitting requests for clarifications/ questions	7 days before the submission deadline
12	31	Contact Details for submitting clarifications/questions	Focal Person in UNDP: Procurement Unit Address: Menara PJH, Level 10, No 2, Jalan Tun Abdul Razak, Precinct 2, 62100 Putrajaya. E-mail address: procurement.my@undp.org

13	18, 19 and 21	Manner of Disseminating Supplemental Information to the RFP and responses/clarification s to queries	Posted directly to eTendering
14	23	Deadline for Submission	15 May 2020 For eTendering submission - as indicated in eTendering system. Note that system time zone is in EST/EDT (New York) time zone.
14	22	Allowable Manner of Submitting Proposals	e-Tendering
15	22	Proposal Submission Address	https://etendering.partneragencies.org UNDP1 and Event ID number: 0000005898
16	22	Electronic submission (email or eTendering) requirements	<ul> <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 technical proposal must not be provided to UNDP until the date as indicated in No. 14 (for email submission only)</li> <li>Password for financial proposal must not be provided to UNDP until requested by UNDP</li> <li>Max. File Size per transmission: 20MB</li> <li>Mandatory subject of email: MyRFO2020-010         Development and project management of Multi-city challenge.     </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> <li>Menara PJH, Level 10, No 2, Jalan Tun Abdul Razak, Precinct 2, 62100 Putrajaya.</li> </ul>
17	27 36	Evaluation Method for the Award of Contract	Combined Scoring Method, using the 70%-30% distribution for technical and financial proposals respectively  The minimum technical score required to pass is 70%.

18		Expected date for commencement of Contract	June 1, 2020
19		Maximum expected duration of contract	31st December 2020
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	Not applicable

# 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
ELIGIBILITY		
Legal Status	Vendor is a legally registered entity.	Form B: Bidder Information Form
Eligibility	Vendor is not suspended, nor debarred, nor otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization in accordance with ITB clause 3.	Form A: Technical Proposal Submission Form
Conflict of Interest	No conflicts of interest in accordance with ITB clause 4.	Form A: Technical Proposal Submission Form
Bankruptcy	Not declared bankruptcy, not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal action against the vendor that could impair its operations in the foreseeable future.	Form A: Technical Proposal Submission Form
QUALIFICATION		
History of Non- Performing Contracts <sup>1</sup>	Non-performance of a contract did not occur as a result of contractor default for the last 3 years.	Form D: Qualification Form
Litigation History	No consistent history of court/arbitral award decisions against the Bidder for the last 3 years.	Form D: Qualification Form
Previous Experience	Minimum 5+ years of experience in the definition and implementation of smart city and innovation-related projects for public authorities and/or international organisations.	Form D: Qualification Form
	Minimum 3 contracts of similar value, nature and complexity implemented (finished or in process of being implemented) over the last 5 years.	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 Bidder have been exhausted.

	(For JV/Consortium/Association, all Parties cumulatively should meet requirement).	
Financial Standing	Minimum average annual turnover of USD50,000 for the last 3 years.  (For JV/Consortium/Association, all Parties cumulatively should meet requirement).	Form D: Qualification Form
	Bidder must demonstrate the current soundness of its financial standing and indicate its prospective long-term profitability. (For JV/Consortium/Association, all Parties cumulatively should meet requirement).	Form D: Qualification Form

# **Technical Evaluation Criteria**

Summ	ary of Technical Proposal Evaluation Forms	Points Obtainable
1.	Bidder's qualification, capacity and experience	250
2.	Proposed Methodology, Approach and Implementation Plan	450
3.	Management Structure and Key Personnel	300
	Total	1000

Sectio	n 1. Bidder's qualification, capacity and experience	Points obtainable
1.1	General Organizational Capability which is likely to affect implementation: management structure (10 points), financial stability (10 points) and project financing capacity (10 points), project management controls (10 points), extent to which any work would be subcontracted (10 pints)	50
1.2	Relevance of specialized knowledge and experience in the definition and implementation of smart city and innovation-related projects for public authorities and/or international organisations with at least 5+years of experience (50 points), for every additional 2 years will warrant additional 10 points	100
1.3	Quality assurance procedures (25 points) and risk mitigation measures (250 points)	50
1.4	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 -10 points -Organization demonstrates significant commitment to sustainability through some other means- 20 points, for example internal company policy documents on women empowerment, renewable energies or membership of trade institutions promoting such issues	50
	Total Section 1	250

Section 2. Proposed Methodology, Approach and Implementation Plan		
2.1	Understanding of the requirement: Have the important aspects of the task been addressed in sufficient detail? Are the different components of the project adequately weighted relative to one another?	50
2.2	Description of the Offeror's approach and methodology for meeting or exceeding the requirements of the Terms of Reference	200
2.3	Details on how the different service elements shall be organized, controlled and delivered	150
2.4	Description of available performance monitoring and evaluation mechanisms and tools; how they shall be adopted and used for a specific requirement	50
	Total Section 2	450

Sectio	n 3. Management Structure and Key Personnel		Points obtainable
3.1	Composition and structure of the team proposed. Are the proposed roles of the management and the team of key personnel suitable for the provision of the necessary services?		60
3.2	Qualifications of key personnel proposed		
3.2 a	Team Leader / Senior Consultant		100
	- General Experience: minimum 10 years (10 points), for every additional 2 years will warrant 2 points	20	
	- Specific Experience in delivery of smart city and innovation projects for public entities.	50	
	- Regional/International experience	20	
	- Language Qualifications in English	10	
3.2 b	Project Manager		80
	- General Experience: minimum of 7 years (5 points), for every additional 2 years will warrant 2 points	10	
	- Specific Experience in delivery of smart city and open innovation projects	40	
	- Regional/International experience	20	
	- Language Qualifications in English	10	
3.2 c	Technical Consultant (or similar)		40
	- General Experience: minimum of 2 years (5 points), for every additional 2 years will warrant 2 points	10	
	- Specific Experience in delivery of smart city and open innovation projects	15	
	- Regional/International experience	5	
	- Language Qualifications in English	10	
	Tota	l Section 3	300

## SECTION 5. TERMS OF REFERENCE

#### **GENERAL INFORMATION**

Services/Work Description: Development and project management of Multi-City Challenge

**Project/Program Title:** Multi-City Challenge

**Duty Station:** Home based with possible travel to Singapore

**Duration:** Up to 126 days **Expected Start Date:** June 1, 2020

#### I. BACKGROUND / PROJECT DESCRIPTION

The UNDP Global Centre for Technology, Innovation and Sustainable Development (the 'Global Centre') aims to identify, co-design and share innovative and technological solutions for sustainable development. We aim to catalyse new insights, partnerships and action on the ground in the countries where UNDP works. Our initial areas of focus are: Sustainable Agriculture, Sustainable Finance, and Smart Cities and Digitalisation. We aim to leverage expertise in Singapore, as well as across the network of 60+ new UNDP Accelerator Labs, and from experts and partners around the globe.

The Global Centre is a joint initiative of the Singapore Government and UNDP, currently being led by a small team that is focused on programme and partnership development – both with the public and private sector in Singapore and international partners (including the above UNDP network). Singapore Government partners include the Ministry of Foreign Affairs (MFA), the Ministry of Environment and Water Resources (MEWR), the Public Service Division, and the Economic Development Board (EDB).

As part of our work on Smart Cities and Digitalisation, we are looking to undertake a 'multicity challenge' initiative. This will provide public servants across up to five African cities with virtual coaching to build problem-definition skills, as part of identifying a small number of smart city issues that may be explored through an innovation challenge. Following this, the final issues will be featured in an innovation challenge – in order to identify promising solutions from citizens, civil servants, and other stakeholders.

Please note, this project comprises the coaching, problem-definition, and launch of the innovation challenge. Identifying and developing solutions submitted to the challenge is not in the scope of this Terms of Reference.

#### II. SCOPE OF THE WORK

Cities need to solve increasingly complex problems for growing populations with fewer resources. To do more with less, municipal governments need to become more agile in how they identify and implement effective policies and services. To that end, public institutions are turning to open innovation --also known as crowdsourcing -- to open up the process of identifying both good ideas and the evidence to support their implementation to citizens, civil servants, and organizations. After all, the greatest asset of our cities is their citizens and by tapping the collective intelligence and collective action of our communities, we can develop solutions to public problems that are more effective and more legitimate. Today's problems are complex, interdependent and know no boundaries; the processes for solving them should not either.

This is why we propose to launch a six-month Multi-City Challenge across up to five African cities. The Multi-City Challenge will be a process by which cities facing a common issue pool expertise from residents and experts across borders (and in the local innovation ecosystem) to discover and implement innovative solutions.

A multi-city challenge is best used in connection with those issues for which there is a lack of clear consensus about which solutions to use. Crucial to success is political support from the Mayor and top-level officials for an open government approach and the choice of problems. Also essential is that those officials responsible for implementation of the solutions participate from the outset.

#### Why a Multi-City Challenge

The ultimate aspiration of a multi-city challenge is to sustainably improve the capacity of communities to **solve the most pressing public problems** they face. By connecting expert knowledge with local expertise, cities can uncover new and creative solutions to well-scoped problems. By working across cities to solve a shared problem, cities increase the likelihood of solving issues on which they have had trouble making progress alone. Residents' participation in proposing solutions and developing implementation plans -- while also receiving coaching -- will legitimise courses of action on the problem, bring new knowledge and increase the diversity of expertise available to solve the problem. Finally, collaboration between public officials and residents from different cities to identify problems and solutions will create economies of scale, multiplying the innovation capacity of these teams to address commonly shared problems that have not been solved by one city alone.

Overall, a multi-city challenge pursues eight objectives - in every city:

#### In the short-term

- 1. *Problem-solving*: by making visible and measurable progress on the issue and also constituting a database of ready-made solutions on the issue that could be applicable to other cities.
- 2. *Training at scale and capacity-building*: by introducing cities to a model for open innovation for solving public problems, training their public officials and producing all the infrastructure and materials that they need to replicate the process and in the long run by motivating cities to take on challenges on their own, autonomously.
- 3. Public adoption and social cohesion: by ensuring that solutions benefit from total public support.
- 4. *Resources efficiency*: by pooling resources so that policy change harnesses the best of local and expert knowledge.

#### In the medium and long term

- 5. *Institutional shift and replicable process*: by giving local government a platform they can reuse and experience to shift institutional culture and embed in its governance inclusive and participatory methods, data-driven problem-solving, and lasting relationships between departments and between cities. A side ambition is that ultimately cities will develop methodologies of their own to feed citizen and professional expertise into their governance.
- 6. *Community development*: by attracting citizens to participate in public life and identifying new local leaders / public entrepreneurs.
- 7. *Intercity relationship*: development of partnerships and further collaboration between cities to solve public problems.
- 8. *Contagion*: by attracting other cities to follow the example and create a network that extrapolates the benefits to other surrounding cities with less resources.

#### About the Challenge

The Challenge will have three components:

- 1) **Issue Selection** identifying urgent problems of common interest to partner cities. The contractor will work with cities to select 3-5 core problems on which to focus within a given sector (waste, resilience, etc) that will have been previously identfied across UNDP Country Offices. The objective is to train public servants and support them through a workshop, and also cross-coach to improve the quality of their problem definition. (1 month).
- 2) **Problem Definition** Defining those problems with specificity with the input of public servants and residents, and to select two priority issues. (2 months).

**3) Open Innovation** - Running an open innovation competition across cities to source innovative solutions. A call to residents, businesses and civil society to propose solutions. Cities pick the leading 2 to deploy for each problem. (2 months).

Please note, this project comprises the coaching, problem-definition, and launch of the innovation challenge. Identifying and developing solutions submitted to the challenge is not in the scope of this Terms of Reference.

#### III. EXPECTED OUTPUTS AND DELIVERABLES

The Challenge begins by providing public servants with the time and resources to reflect and frame pressing community problems and does so across silos in order to flex the muscle of cross-departmental collaboration. Research suggests training public officials is effective at shifting institutional culture towards one of open innovation and participation, as shown by the impact of Taiwan's ambitious Participation Officers Network, and lateral connections across public institutions and exposure to new skills and methods can increase government capacity and openness. This type of programming builds capacity within the organization while providing scaffolding for a network within government that adopts programs like City Challenges.

To that regard, the project will refine problem definition through the following chronological steps:

- **Kick-off:** A virtual meeting in every city with senior civil servants, elected officials, representatives of the civil society and members of the project team. The contractor will support in the explanation of the project and help to ensure political buy-in from the start, define shared norms, explicit shared principles (to be openly published) and objectives for the rest of the project.
- An online workshop: In each city, 15-20 top and mid-level officials will be introduced face-to-face to the general mindset, values and mechanics of open governance and then be trained to define problems and tap local and global expertise to solve them. The contractor will lead the training. The objective is that the public officials learn how to define and prioritise problems and describe their root causes in preparation for crowd- and expert sourcing solutions. Together with the city officials and UNDP contacts, relevant stakeholders and civil society organisations will also be invited to participate.
- **Online training 1**: The contractor will design and deliver an online session for civil servants from each city (5-10) on how to gather data to refine public problems and solve them.(part I)
- **Field research**: Civil servants will be given a few days to interview stakeholders and some citizens in their city to refine their problem understanding. The firmwill provide guidance on the methodology to use and templates for the civil servants to gather the data, aligning with the contents of the first training session.
- **Online training 2**: The contractor will design and deliver an online session for civil servants from each city (5-10) on how to gather data to refine public problems and solve them (part II).
- **Field research**: Civil servants will be given a few days to refine their analysis and validate the initial statements. The firm will provide guidance on the methodology to use and suggest suitable activities for the civil servants to improve their analysis, aligning with the content of the second training session.
- **Final online presentation**: During this second workshop, civil servants will present their refined problem definitions and will receive final feedback from the contractor.
- **Problem definition and Phase 1 outputs**: Finally, all civil servants and relevant stakeholders participating in the workshop and trainings from each city will:
  - vote on 3-5 problems to be the basis for the next steps of the multi-city challenge, facilitated by the contractor.
  - o designate a group of problem owners, i.e., civil servants who will act as referees for the city in the rest of the challenge
  - o define a communication strategy to be handed to the city, to ensure advertisement around the challenge. The contractor will provide a pro forma strategy that each city can adapt as needed.
- Phase 2: Open innovation challenge to gather ideas. The Challenge will leverage local and global expertise and invite any person (resident or non-resident), expert or organization to submit a proposal to address any problem defined in the previous phase. This will generate a pool of solutions aggregated on a common, open-source platform. The Challenge will invite participants to develop short proposals. Participants will submit proposed solutions in teams that will become the resident working team in the piloting phase:

- A legitimate and democratic process to select ideas: The problem owners and other civil servants and relevant stakeholders will be charged with prioritising the solutions they want to implement. This will include a shortlisting, evaluation, and selection using tools developed by the firm.
  - Phase 2 outputs two winning solutions will be selected per city. Cities will be responsible for advancing and implementing these solutions.

#### **Deliverables:**

Deliverable	Tentative date of delivery
Detailed project plan and calendar, and kick-off session	June 2020
PHASE 1	
Delivery of all training sessions – including production of all required collateral and outreach - for civil servants across selected countries.	June-August 2020
Basic communication strategy, and accompanying materials (developed in collaboration with the UNDP Global Centre), for each city to adapt to their local context	August 2020
Delivery of all presentations and recordings of training conducted.	September 2020
Report on the process from the first workshop proposals to final problem definition, and launch of Open Innovation Challenge.	September 2020
PHASE 2	
Design of selection process for ideas submitted via Open Innovation Challenge, including production of all required resources (e.g. shortlisting criteria, evaluation and selection guidance, etc.)	August 2020
Production of an Open Innovation Challenge website, with all functionality needed to enable simple submission of ideas by stakeholders	August 2020
Issue of training certificates for the participating public officials co-branded with UNDP Global Centre	October 2020
Three-page summary on each final problem identified (to include at a minimum: overall summary, problem statement, need addressed, selected solution partners/stakeholders required, funding available/identified).	December 2020

In addition, the company will provide regular formal updates to the UNDP Global Centre in a format (and to a schedule) to be agreed during the contracting phase.

#### IV. INSTITUTIONAL ARRANGEMENT / REPORTING RELATIONSHIPS

The company will report to the Smart Cities and Digitalisation team in the Global Centre. The firm will also work closely with colleagues in the relevant Country Offices and the city teams leading the project on the ground.

#### V. DURATION OF THE WORK

The company will deliver the outputs within the period from 1 June 2020 to 31 December 2020.

#### **VI. DUTY STATION**

This project will be home-based, with possible travel to field locations (field travel to be covered by UNDP). The Company will be required to use her/his own computer.

#### VII. QUALIFICATIONS OF THE SUCCESSFUL COMPANY

#### **Team requirements:**

- Senior Consulant (or similar): 10+ years experience in delivery of smart city and innovation projects for public entities. The Senior Consultant will oversee the correct execution of the overall project, take strategic decisions to ensure the correct path of the project (in agreement with UNDP), and be responsible for overall quality assurance.
- Project Manager: 7+ years experience of delivery of smart city and open innovation projects. The
  Project Manager will be responsible of planning and delivering the necessary activities for the
  implementation of the project, providing guidance on the execution of the project, solving issues
  arising during execution, taking strategic decisions related to the execution, overseeing the work
  of the team of experts, and be responsible for day-to-day project management.
- **Technical Consultants (or similar):** At least 2 years experience in the delivery of open innovation challenges. Reporting to the Project Manager, the experts will ensure that the different activities planned are correctly executed.

#### **Experience:**

- The firm will have 5+ years of experience in the definition and implementation of smart city and innovation-related projects for public authorities and/or international organisations;
- At least three projects of similar nature delivered (finished or in process of being implemented) in the last five years;
- At least one project of similar nature delivered in a developing country (implemented or in process of being implemented) in the last three years;
- Knowledge of the UN system (desirable);
- Proven ability to work under pressure with tight deadlines, and to deliver in a timely manner within cost and quality standards;
- Proficiency and proven experience in the use of Microsoft Office suite (e.g. Word, Excel, Power Point) is required. Proven experience in the development infographics, online surveys, presentations, organisation of webinars would be an asset;

#### Language:

 Proficiency in written and spoken English required. Proficiency in other official UN languages is an asset.

#### **Important Note:**

The Contractor is required to have the aforementioned professional and technical qualifications. **Only the applicants who hold these qualifications** will be shortlisted and contacted.

#### **Contract Award**

Candidate obtaining the highest combined scores in the combined score of Technical and Financial evaluation will be considered technically qualified and will be offered to enter into a contract with UNDP.

#### **Payment modality**

• Payment to the Individual Contractor will be made according to the following invoice schedule:

- Contract signature and completion of kick-off meeting 20% of invoice value
- Completion of first two training rounds, for at least half of cities 30% of invoice value
- Completion of all training 30% of invoice value
- Delivery of final agree report 20% of invoice value.
- The workweek will be based on 35 hours, i.e. on a 7-hour working day, with core hours being between 0900 and 1800 daily.

# 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>	
Form C: Joint Venture/Consortium/ Association Information Form	
Form D: Qualification Form	
Form E: Format of Technical Proposal	
Form H: Proposal Security Form	
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)

-	Form F: Financial Proposal Submission Form	
-	Form G: Financial Proposal Form	

#### FORM A: TECHNICAL PROPOSAL SUBMISSION FORM

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
RFP reference:	MyRFP_2020_010		

We, the undersigned, offer to provide the services for **Development and project management of Multi-**city challenge in accordance with your Request for Proposal No. **MyRFP\_2020\_010** 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:		
5		

[Stamp with official stamp of the Bidder]

# FORM B: BIDDER INFORMATION FORM

Legal name of Bidder	[Complete]
Legal address	[Complete]
Year of registration	[Complete]
Bidder's Authorized Representative Information	Name and Title: [Complete] Telephone numbers: [Complete] Email: [Complete]
Are you a UNGM registered vendor?	☐ 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)	[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> <li>Local Government permit to locate and operate in assignment location, if applicable</li> <li>Official Letter of Appointment as local representative, if Bidder 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 Bidder: [Ins		[Insert Name of Bidder]			Date:	Select date
RFP r	eference:	MyRFP_2020_010				
	completed and r e/Consortium/A	eturned with your Pr ssociation.	roposal if the Propo	osal is submitt	ted as a .	loint
No		ner and contact inf ne numbers, fax numbe			_	on of responsibilities (in rvices to be performed
1	[Complete]			[Complete]		
2	[Complete]			[Complete]		
3	[Complete]			[Complete]		
We hastructu  Let  We heshall b	vent a Contract is a cact execution)  ave attached a care of and the catter of intent to for execution and several cacter of partner:	copy of the below of point a confirmation of joint a corm a joint venture at if the contract is erally liable to UND	and severable liabi  OR   awarded, all parti P for the fulfillmer  Nam  Signa	lity of the me JV/Consortium es of the Join at of the provi	mbers o m/Assoc at Ventui sions of	
Name	e of partner:		Nam	e of partner: <sub>-</sub>		
Date: Dat			Date	:		

## FORM D: QUALIFICATION FORM

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
RFP reference:	MyRFP_2020_010		

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

## **Historical Contract Non-Performance**

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

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

☐ No litigation history for the last 3 years						
☐ Litigation	on History as indicate	ed below				
Year of dispute	Amount in dispute (in US\$)	Contract Identification	Total Contract Amount (current value in US\$)			
		Name of Client: Address of Client: Matter in dispute: Party who initiated the dispute: Status of dispute: Party awarded if resolved:				

# **Previous Relevant Experience**

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

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

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

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

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

# **Financial Standing**

Annual Turnover for the last 3 years	Year Year Year	USD USD 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)				
	Infor	mation from Income State	ment	
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:	MyRFP_2020_010		

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.

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

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

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

#### **SECTION 3: Management Structure and Key Personnel**

- 3.1 Describe the overall management approach toward planning and implementing the project. Include an organization chart for the management of the project describing the relationship of key positions and designations. Provide a spreadsheet to show the activities of each personnel and the time allocated for his/her involvement.
- 3.2 Provide CVs for key personnel that will be provided to support the implementation of this project using the format below. CVs should demonstrate qualifications in areas relevant to the Scope of Services.

# **Format for CV of Proposed Key Personnel**

[INSERT]
[INSERT]
[INSERT]
[INSERT]
[SUMMARIZE COLLEGE/UNIVERSITY AND OTHER SPECIALIZED
EDUCATION OF PERSONNEL MEMBER, GIVING NAMES OF SCHOOLS, DATES ATTENDED, AND DEGREES/QUALIFICATIONS OBTAINED.]

	[INSERT]
PROFESSIONAL CERTIFICATIONS	[PROVIDE DETAILS OF PROFESSIONAL CERTIFICATIONS RELEVANT TO THE SCOPE OF SERVICES]
CERTIFICATIONS	<ul><li>NAME OF INSTITUTION: [INSERT]</li><li>DATE OF CERTIFICATION: [INSERT]</li></ul>
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]
	REFERENCE 1:
REFERENCES	[INSERT]
	REFERENCE 2:
	[INSERT]

Signature of Personnel	Date (Day/Month/Year)	
qualifications, my experiences, and other relevant inform	ation about myseir.	
I, the undersigned, certify that to the best of my know	-	y

# FORM F: FINANCIAL PROPOSAL SUBMISSION FORM

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
RFP reference:	MyRFP_2020_010		

We, the undersigned, offer to provide the services for **Development and project management of Multi-**city challenge in accordance with your Request for Proposal No. **MyRFP\_2020\_010** 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:	MyRFP_2020_010		

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.

**Currency of the proposal:** [Insert Currency]

# **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	Senior Consultant			
	Project Manager			
	Technical Consultant			
Home Based	Senior Consultant			
	Project Manager			
	Technical Consultant			
		Subtotal Pr	ofessional Fees:	

**Table 3: Breakdown of Other Costs** 

Description	иом	Quantity	Unit Price	<b>Total Amount</b>	
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
Upon contract signature and completion of kick-off meeting				
Upon completion of first two training rounds, for at least half of cities				
Upon completion of all training as per the Terms of Reference				
Upon completion and acceptance of final agree report as per Terms of Reference				

#### FORM H: FORM OF PROPOSAL SECURITY

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

To: UNDP

[Insert contact information as provided in Data Sheet]

WHEREAS [Name and address of Bidder] (hereinafter called "the Bidder") has submitted a Proposal to UNDP dated Click here to enter a date to execute Services **Development and project management of Multi- city challenge** (hereinafter called "the Proposal"):

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

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

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

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

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

#### SIGNATURE AND SEAL OF THE GUARANTOR BANK

Signature:	
Name:	
Title:	
Date:	
Name of Bank	
Address	

[Stamp with official stamp of the Bank]