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REQUEST FOR PROPOSAL

Consultancy for conducting a study on the existing Blue Economy landscape in Malaysia and develop a National Blue Economy Blueprint

RFP No.: MyRFP2020-015

Project: Development of a National Blue Economy Blueprint for Malaysia Country: Malaysia

Issued on: 22 June 2020

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

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

Please acknowledge receipt of this RFP by sending an email to [Insert email address], indicating whether you intend to submit a Proposal or otherwise. You may also utilize the "Accept Invitation" function in eTendering system, where applicable. This will enable you to receive amendments or updates to the RFP. Should you require further clarifications, kindly communicate with the contact person/s identified in the attached Bid Data Sheet as the focal point for queries on this RFP.

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

Issued by:

Approved by:

Name: Laine Liew Title: Operations Associate Date: **June 22, 2020** Name: Patrick Pee Title: Assistant Resident Representative (O) Date: **June 22, 2020**

SECTION 2. INSTRUCTION TO BIDDERS

A. GENERAL PROVIS	SIONS	
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 <u>https://popp.undp.org/SitePages/POPPBSUnit.aspx?TermID=254a9f96-b883-</u> <u>476a-8ef8-e81f93a2b38d</u>
	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 (<u>www.ungm.org</u>). The Bidder may still submit a bid even if not registered with the UNGM. However, if the Bidder is selected for contract award, the Bidder must register on the UNGM prior to contract signature.
2. Fraud & Corruption, Gifts and Hospitality	2.1	UNDP strictly enforces a policy of zero tolerance on proscribed practices, including fraud, corruption, collusion, unethical or unprofessional practices, and obstruction of UNDP vendors and requires all bidders/vendors observe the highest standard of ethics during the procurement process and contract implementation. UNDP's Anti-Fraud Policy can be found at http://www.undp.org/content/undp/en/home/operations/accountability/audit/offic e of audit andinvestigation.html#anti
	2.2	Bidders/vendors shall not offer gifts or hospitality of any kind to UNDP staff members including recreational trips to sporting or cultural events, theme parks or offers of holidays, transportation, or invitations to extravagant lunches or dinners.
	2.3	 In pursuance of this policy, UNDP (a) Shall reject a proposal if it determines that the selected bidder has engaged in any corrupt or fraudulent practices in competing for the contract in question; (b) Shall declare a vendor ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the vendor has engaged in any corrupt or fraudulent practices in competing for, or in executing a UNDP contract.
	2.4	All Bidders must adhere to the UN Supplier Code of Conduct, which may be found at http://www.un.org/depts/ptd/pdf/conduct_english.pdf
3. Eligibility	3.1	A vendor should not be suspended, debarred, or otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization. Vendors are therefore required to disclose to UNDP whether they are subject to any sanction or temporary suspension imposed by these organizations.
	3.2	It is the Bidder's responsibility to ensure that its employees, joint venture members, sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as established by UNDP.

4. Conflict of 4.1 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 PRO	POSALS
5. General 5.1 Considerations	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 6.1 Preparation of Proposal	The Bidder shall bear any and all costs related to the preparation and/or submission of the Proposal, regardless of whether its Proposal was selected or not. UNDP shall not be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process.
7. Language 7.1	The Proposal, as well as any and all related correspondence exchanged by the Bidder and UNDP, shall be written in the language (s) specified in the BDS.

8. Documents Comprising the Proposal	 8.1 The Proposal shall comprise of the following documents: a) Documents Establishing the Eligibility and Qualifications of the Bidder; b) Technical Proposal; c) Financial Proposal; d) Proposal Security, if required by BDS; e) Any attachments and/or appendices to the Proposal.
9. Documents Establishing the Eligibility and Qualifications of the Bidder	9.1 The Bidder shall furnish documentary evidence of its status as an eligible and qualified vendor, using the Forms provided under Section 6 and providing documents required in those forms. In order to award a contract to a Bidder, its qualifications must be documented to UNDP's satisfaction.
10. Technical Proposal Format	10.1 The Bidder is required to submit a Technical Proposal using the Standard Forms and templates provided in Section 6 of the RFP.
and Content	10.2 The Technical Proposal shall not include any price or financial information. A Technical Proposal containing material financial information may be declared non-responsive.
	10.3 Samples of items, when required as per Section 5, shall be provided within the time specified and unless otherwise specified by UNDP, and at no expense to UNDP
	10.4 When applicable and required as per Section 5, the Bidder shall describe the necessary training programme available for the maintenance and operation of the services and/or equipment offered as well as the cost to the UNDP. Unless otherwise specified, such training as well as training materials shall be provided in the language of the Bid as specified in the BDS.
11. Financial Proposals	11.1 The Financial Proposal shall be prepared using the Standard Form provided in Section 6 of the RFP. It shall list all major cost components associated with the services, and the detailed breakdown of such costs.
	11.2 Any output and activities described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, as well as in the final total price.
	11.3 Prices and other financial information must not be disclosed in any other place except in the financial proposal.
12. Proposal Security	12.1 A Proposal Security, if required by BDS, shall be provided in the amount and form indicated in the BDS. The Proposal Security shall be valid up to thirty (30) days after the final date of validity of the Proposal.
	12.2 The Proposal Security shall be included along with the Technical Proposal. If Proposal Security is required by the RFP but is not found along with the Technical Proposal, the Proposal shall be rejected.
	12.3 If the Proposal Security amount or its validity period is found to be less than what is required by UNDP, UNDP shall reject the Proposal.
	12.4 In the event an electronic submission is allowed in the BDS, Bidders shall include a copy of the Bid Security in their proposal and the original of the Proposal Security must be sent via courier or hand delivery as per the instructions in BDS.
	12.5 The Proposal Security may be forfeited by UNDP, and the Proposal rejected, in the event of any one or combination, of the following conditions:

	 a) If the Bidder withdraws its offer during the period of specified in the BDS, or; b) In the event that the successful Bidder fails: to sign the Contract after UNDP has issued an aw to furnish the Performance Security, insurances, that UNDP may require as a condition precedent the contract that may be awarded to the Bidder. 	ard; or or other documents
13. Currencies	1 All prices shall be quoted in the currency or currencies in Where Proposals are quoted in different currencies, for comparison of all Proposals:	
	 a) UNDP will convert the currency quoted in the Prop preferred currency, in accordance with the prevailing U exchange on the last day of submission of Proposals; a 	N operational rate of
	b) In the event that UNDP selects a proposal for award currency different from the preferred currency in the reserve the right to award the contract in the currency o using the conversion method specified above.	ne BDS, UNDP shall
14. Joint Venture, Consortium or Association	1 If the Bidder is a group of legal entities that will form or Venture (JV), Consortium or Association for the Proposal, their Proposal that : (i) they have designated one party to duly vested with authority to legally bind the members of t Association jointly and severally, which shall be evidenced Agreement among the legal entities, and submitted with if they are awarded the contract, the contract shall be e between UNDP and the designated lead entity, who shall behalf of all the member entities comprising the joint ventor	they shall confirm in act as a lead entity, he JV, Consortium or I by a duly notarized the Proposal; and (ii) entered into, by and be acting for and on
	2 After the Deadline for Submission of Proposal, the lead represent the JV, Consortium or Association shall not be alte written consent of UNDP.	-
	3 The lead entity and the member entities of the JV, Conso shall abide by the provisions of Clause 9 herein in respect of proposal.	
	4 The description of the organization of the JV, Consortium clearly define the expected role of each of the entity in delivering the requirements of the RFP, both in the PL Consortium or Association Agreement. All entities tha Consortium or Association shall be subject to the eligibil assessment by UNDP.	the joint venture in roposal and the JV, t comprise the JV,
	5 A JV, Consortium or Association in presenting its track re should clearly differentiate between:	cord and experience
	 a) Those that were undertaken together by the JV, Conso and 	rtium or Association;
	 b) Those that were undertaken by the individual entities or Association. 	f the JV, Consortium
	6 Previous contracts completed by individual experts working are permanently or were temporarily associated with any cannot be claimed as the experience of the JV, Consortiu those of its members, but should only be claimed by the themselves in their presentation of their individual credent	of the member firms m or Association or le individual experts

	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	19.1	At any time prior to the deadline of Proposal submission, UNDP may for any

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Proposals		reason, such as in response to a clarification requested by a Bidder, modify the RFP in the form of an amendment to the RFP. Amendments will be made available to all prospective bidders.
	19.2	If the amendment is substantial, UNDP may extend the Deadline for submission of proposal to give the Bidders reasonable time to incorporate the amendment into their Proposals.
20. Alternative Proposals	20.1	Unless otherwise specified in the BDS, alternative proposals shall not be considered. If submission of alternative proposal is allowed by BDS, a Bidder may submit an alternative proposal, but only if it also submits a proposal conforming to the RFP requirements. UNDP shall only consider the alternative proposal offered by the Bidder whose conforming proposal ranked the highest as per the specified evaluation method. Where the conditions for its acceptance are met, or justifications are clearly established, UNDP reserves the right to award a contract based on an alternative proposal.
	20.2	If multiple/alternative proposals are being submitted, they must be clearly marked as "Main Proposal" and "Alternative Proposal"
21. Pre-Bid Conference	21.1	When appropriate, a Bidder's conference will be conducted at the date, time and location specified in the BDS. All Bidders are encouraged to attend. Non-attendance, however, shall not result in disqualification of an interested Bidder. Minutes of the Bidder's conference will be disseminated on the procurement website and shared by email or on the e-Tendering platform as specified in the BDS. No verbal statement made during the conference shall modify the terms and conditions of the RFP, unless specifically incorporated in the Minutes of the Bidder's Conference or issued/posted as an amendment to RFP.
C. SUBMISSION AND	D OPEI	VING OF PROPOSALS
22. Submission	22.1	The Bidder shall submit a duly signed and complete Proposal comprising the documents and forms in accordance with the requirements in the BDS. The submission shall be in the manner specified in the BDS.
	22.2	The Proposal shall be signed by the Bidder or person(s) duly authorized to commit the Bidder. The authorization shall be communicated through a document evidencing such authorization issued by the legal representative of the bidding entity, or a Power of Attorney, accompanying the Proposal.
	22.3	Bidders must be aware that the mere act of submission of a Proposal, in and of
		itself, implies that the Bidder fully accepts the UNDP General Contract Terms and Conditions.
Hard copy (manual) submission	22.4	itself, implies that the Bidder fully accepts the UNDP General Contract Terms and
	22.4	itself, implies that the Bidder fully accepts the UNDP General Contract Terms and Conditions. Hard copy (manual) submission by courier or hand delivery allowed or specified
	22.4	 itself, implies that the Bidder fully accepts the UNDP General Contract Terms and Conditions. Hard copy (manual) submission by courier or hand delivery allowed or specified in the BDS shall be governed as follows: a) The signed Proposal shall be marked "Original", and its copies marked "Copy" as appropriate. The number of copies is indicated in the BDS. All copies shall be made from the signed original only. If there are

		ii. Be addressed to UNDP as specified in the BDS
		iii. Bear a warning that states " <i>Not to be opened before the time and date for proposal opening</i> " as specified in the BDS.
		If the envelopes and packages with the Proposal are not sealed and marked as required, UNDP shall assume no responsibility for the misplacement, loss, or premature opening of the Proposal.
Email Submission	22.5	Email submission, if allowed or specified in the BDS, shall be governed as follows:
		a) Electronic files that form part of the proposal must be in accordance with the format and requirements indicated in BDS;
		b) The Technical Proposal and the Financial Proposal files MUST BE COMPLETELY SEPARATE. The financial proposal shall be encrypted with different passwords and clearly labelled. The files must be sent to the dedicated email address specified in the BDS.
		c) The password for opening the Financial Proposal should be provided only upon request of UNDP. UNDP will request password only from bidders whose Technical Proposal has been found to be technically responsive. Failure to provide correct password may result in the proposal being rejected.
eTendering submission	22.6	Electronic submission through eTendering, if allowed or specified in the BDS, shall be governed as follows:
		a) Electronic files that form part of the proposal must be in accordance with the format and requirements indicated in BDS;
		b) The Technical Proposal and the Financial Proposal files MUST BE COMPLETELY SEPARATE and each of them must be uploaded individually and clearly labelled.
		d) The Financial Proposal file must be encrypted with a password so that it cannot be opened nor viewed until the password is provided. The password for opening the Financial Proposal should be provided only upon request of UNDP. UNDP will request password only from bidders whose technical proposal has been found to be technically responsive. Failure to provide the correct password may result in the proposal being rejected.
		c) Documents which are required to be in original form (e.g. Bid Security, etc.) must be sent via courier or hand delivery as per the instructions in BDS.
		 d) Detailed instructions on how to submit, modify or cancel a bid in the eTendering system are provided in the eTendering system Bidder User Guide and Instructional videos available on this link: <u>http://www.undp.org/content/undp/en/home/operations/procurement/bu</u> <u>siness/procurement-notices/resources/</u>
23. Deadline for Submission of Proposals and Late	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
Proposals	23.2	UNDP shall not consider any Proposal that is submitted after the deadline for the submission of Proposals.
24. Withdrawal, Substitution, and	24.1	A Bidder may withdraw, substitute or modify its Proposal after it has been submitted at any time prior to the deadline for submission.
Modification of	24.2	Manual and Email submissions: A bidder may withdraw, substitute or modify its

Proposals	Proposal by sending a written notice to UNDP, duly signed by an authorized representative, and shall include a copy of the authorization (or a Power of Attorney). The corresponding substitution or modification of the Proposal, if any, must accompany the respective written notice. All notices must be submitted in the same manner as specified for submission of proposals, by clearly marking them as "WITHDRAWAL" "SUBSTITUTION," or "MODIFICATION"
	24.3 eTendering: A Bidder may withdraw, substitute or modify its Proposal by Canceling, Editing, and re-submitting the proposal directly in the system. It is the responsibility of the Bidder to properly follow the system instructions, duly edit and submit a substitution or modification of the Proposal as needed. Detailed instructions on how to cancel or modify a Proposal directly in the system are provided in Bidder User Guide and Instructional videos.
	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	ROPOSALS
26. Confidentiality	26.1 Information relating to the examination, evaluation, and comparison of Proposals, and the recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process, even after publication of the contract award.
	26.2 Any effort by a Bidder or anyone on behalf of the Bidder to influence UNDP in the examination, evaluation and comparison of the Proposals or contract award decisions may, at UNDP's decision, result in the rejection of its Proposal and may be subject to the application of prevailing UNDP's vendor sanctions procedures.
27. Evaluation of Proposals	27.1 The Bidder is not permitted to alter or modify its Proposal in any way after the proposal submission deadline except as permitted under Clause 24 of this RFP. UNDP will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.
	 27.2 Evaluation of proposals is made of the following steps: a) Preliminary Examination b) Minimum Eligibility and Qualification (if pre-qualification is not done) c) Evaluation of Technical Proposals d) Evaluation of Financial Proposals
28. Preliminary Examination	28.1 UNDP shall examine the Proposals to determine whether they are complete with respect to minimum documentary requirements, whether the documents have been properly signed, and whether the Proposals are generally in order, among other indicators that may be used at this stage. UNDP reserves the right to reject any Proposal at this stage.
29. Evaluation of Eligibility and Qualification	29.1 Eligibility and Qualification of the Bidder will be evaluated against the Minimum Eligibility/Qualification requirements specified in the Section 4 (Evaluation Criteria).
	29.2 In general terms, vendors that meet the following criteria may be considered qualified:a) They are not included in the UN Security Council 1267/1989 Committee's

	 list of terrorists and terrorist financiers, and in UNDP's ineligible vendors' list; b) They have a good financial standing and have access to adequate financial resources to perform the contract and all existing commercial commitments, c) They have the necessary similar experience, technical expertise, production capacity where applicable, quality certifications, quality assurance procedures and other resources applicable to the provision of the services required; d) They are able to comply fully with UNDP General Terms and Conditions of Contract; e) They do not have a consistent history of court/arbitral award decisions against the Bidder; and f) They have a record of timely and satisfactory performance with their clients.
30. Evaluation of Technical and Financial Proposals	30.1 The evaluation team shall review and evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and other RFP documents, applying the evaluation criteria, sub-criteria, and point system specified in the Section 4 (Evaluation Criteria). A Proposal shall be rendered non-responsive at the technical evaluation stage if it fails to achieve the minimum technical score indicated in the BDS. When necessary and if stated in the BDS, UNDP may invite technically responsive bidders for a presentation related to their technical proposals. The conditions for the presentation shall be provided in the bid document where required.
	30.2 In the second stage, only the Financial Proposals of those Bidders who achieve the minimum technical score will be opened for evaluation. The Financial Proposals corresponding to Technical Proposals that were rendered non- responsive shall remain unopened, and, in the case of manual submission, be returned to the Bidder unopened. For emailed Proposals and e-tendering submissions, UNDP will not request for the password of the Financial Proposals of bidders whose Technical Proposal were found not responsive.
	30.3 The evaluation method that applies for this RFP shall be as indicated in the BDS, which may be either of two (2) possible methods, as follows: (a) the lowest priced method which selects the lowest evaluated financial proposal of the technically responsive Bidders; or (b) the combined scoring method which will be based on a combination of the technical and financial score.
	30.4 When the BDS specifies a combined scoring method, the formula for the rating of the Proposals will be as follows:
	Rating the Technical Proposal (TP):
	TP Rating = (Total Score Obtained by the Offer / Max. Obtainable Score for TP) x 100
	Rating the Financial Proposal (FP):
	FP Rating = (Lowest Priced Offer / Price of the Offer Being Reviewed) x 100
	Total Combined Score:
	Combined Score = (TP Rating) x (Weight of TP, e.g. 70%) + (FP Rating) x (Weight of FP, e.g., 30%)

31. Due Diligence	 31.1 UNDP reserves the right to undertake a due diligence exercise, also called post qualification, aimed at determining to its satisfaction, the validity of the information provided by the Bidder. Such exercise shall be fully documented and may include, but need not be limited to, all or any combination of the following: a) Verification of accuracy correctness and authenticity of information
	 a) Verification of accuracy, correctness and authenticity of information provided by the Bidder; b) Validation of extent of compliance to the RFP requirements and evaluation criteria based on what has so far been found by the evaluation team; c) Inquiry and reference checking with Government entities with jurisdiction on the Bidder, or with previous clients, or any other entity that may have done business with the Bidder; d) Inquiry and reference checking with previous clients on the performance on on-going or contracts completed, including physical inspections of previous works, as necessary; e) Physical inspection of the Bidder's offices, branches or other places where business transpires, with or without notice to the Bidder; f) Other means that UNDP may deem appropriate, at any stage within the selection process, prior to awarding the contract.
32. Clarification 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:
	 a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion

		of UNDP there is an obvious misplacement of the decimal point in the unit price; in which case the line item total as quoted shall govern and the unit price shall be corrected;
		b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
		c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail.
	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.
<i>36. Award Criteria</i>	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 http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html
41. Performance Security	41.1	40.1 A performance security, if required in BDS, shall be provided in the amount specified in BDS and form available at https://popp.undp.org/ layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_POPP_
42. Bank	42.1	Except when the interests of UNDP so require, it is UNDP's preference to make

Guarantee for Advanced Payment	•	
43. Liquidated Damages		If specified in BDS, UNDP shall apply Liquidated Damages resulting from the Contractor's delays or breach of its obligations as per the Contract.
44. Payment Provisions	-	Payment will be made only upon UNDP's acceptance of the work performed. The terms of payment shall be within thirty (30) days, after receipt of invoice and certification of acceptance of work issued by the proper authority in UNDP with direct supervision of the Contractor. Payment will be effected by bank transfer in the currency of contract.
45. Vendor Protest		UNDP's vendor protest procedure provides an opportunity for appeal to those persons or firms not awarded a contract through a competitive procurement process. In the event that a Bidder believes that it was not treated fairly, the following link provides further details regarding UNDP vendor protest procedures: http://www.undp.org/content/undp/en/home/operations/procurement/busine ss/protest-and-sanctions.html
46. Other Provisions		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.
		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.
		The United Nations has established restrictions on employment of (former) UN staff who have been involved in the procurement process as per bulletin ST/SGB/2006/15 http://www.un.org/en/ga/search/view_doc.asp?symbol=ST/SGB/2006/15&refer er

SECTION 3. BID DATA SHEET

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

BDS No.	Ref. to Section.2	Data	Specific Instructions / Requirements
1	7	Language of the Proposal	English
2		Submitting Proposals for Parts or sub-parts of the TOR (partial bids)	Not Allowed
3	20	Alternative Proposals	Shall not be considered
4	21	Pre-proposal conference	Will not be conducted
5	10	Proposal Validity Period	90 days
6	14	Bid Security	Not Required
7	41	Advanced Payment upon signing of contract	Not Allowed
8	42	Liquidated Damages	Will be imposed as follows: Percentage of contract price per day of delay: 0.5% Max. number of days of delay 8 weeks , after which UNDP may terminate the contract.
9	40	Performance Security	Not Required
10	18	Currency of Proposal	United States Dollar
11	31	Deadline for submitting requests for clarifications/ questions	10 days before the submission deadline
12	31	Contact Details for submitting clarifications/questions	Focal Person in UNDP: Procurement Team Address: Level 10, Menara PJH 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/clarifications to queries	Posted directly to eTendering
14	23	Deadline for Submission	10 July 2020, 11:59pm 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 MYS10 and Event ID number: 0000006328
16	22	Electronic submission (email or eTendering) requirements	 Format: PDF files only File names must be maximum 60 characters long and must not contain any letter or special character other than from Latin alphabet/keyboard. All files must be free of viruses and not corrupted. Password for technical proposal <u>must</u> not be provided to UNDP until the date as indicated in No. 14 (for email submission only) Password for financial proposal <u>must</u> not be provided to UNDP until requested by UNDP Max. File Size per transmission: 20MB Mandatory subject of email: MyRFQ2020-015 Consultancy for conducting a study on the existing Blue Economy Blueprint 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: Level 10, Menara PJH, No.2 Jalan Tun Abdul Razak, Precinct 2 62100, Putrajaya
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	August 1, 2020

19		Maximum expected duration of contract	12 calendar months
20	35	UNDP will award the contract to:	One Proposer Only
21	39	Type of Contract	Contract for Goods and Services on behalf of UN Entities <u>http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html</u>
22	39	UNDP Contract Terms and Conditions that will apply	UNDP General Terms and Conditions for Professional Services http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html
23		Other Information Related to the RFP	Please refer to the TOR

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 ¹	Non-performance of a contract did not occur as a result of contractor default for the last 3 years.	Form D: Qualification Form
Litigation History	No consistent history of court/arbitral award decisions against the Bidder for the last 3 years.	Form D: Qualification Form
Previous	Minimum 5 years of relevant experience.	Form D: Qualification Form
Experience	Minimum 3 contracts of similar value, nature and complexity implemented over the last 5years. (For JV/Consortium/Association, all Parties cumulatively should	Form D: Qualification Form
	meet requirement).	

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

Financial Standing	Minimum average annual turnover of USD250,000 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.	Form D: Qualification Form
	(For JV/Consortium/Association, all Parties cumulatively should meet requirement).	
	Any additional criteria if required	

Technical Evaluation Criteria

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

Sectio	n 1. Bidder's qualification, capacity and experience	Points obtainable
1.1	Reputation of Organization and Staff Credibility / Reliability / Industry Standing	30
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.	40
1.3	 Experience on similar engagements done in the region/country - Have worked within at least five core industries within the Blue Economy sector, and with industry associations and/or international development agencies or financial institutions; and Have worked with the public sector at central and local authority levels respectively. 	90
1.4	 Relevance of specialized knowledge: Extensive knowledge of the Blue Economy and interrelated environmental and socioeconomics issues; Sound understanding in economics (institutional and/or environmental), with macroeconomic modelling and scenario planning capabilities; Knowledgeable in public sector policy, regulations and legislation related to all industries and sectors relevant to the Blue Economy and in general; and Business administration, management and networking. 	90
1.5	Quality assurance procedures and risk mitigation measures	20
1.6	Organizational Commitment to Sustainability (mandatory weight) -Organization is compliant with ISO 14001 or ISO 14064 or equivalent – 20 points -Organization is a member of the UN Global Compact -5 points -Organization demonstrates significant commitment to sustainability through some other means- 5 points, for example internal company policy documents on women empowerment, renewable energies or membership of trade institutions promoting such issues	30
	Total Section 1	300

Section 2. Proposed Methodology, Approach and Implementation Plan	Points
Section 2. Proposed Methodology, Approach and Implementation Plan	obtainable

р 2.6 С	Demonstration of ability to plan, integrate and effectively implement sustainability measures in the execution of the contract	50
р 2.6 С	Demonstration of ability to plan, integrate and effectively implement sustainability	50
	property sequenced and it these are regical and realistic	
	Assessment of the implementation plan proposed including whether the activities are properly sequenced and if these are logical and realistic	80
	Description of available performance monitoring and evaluation mechanisms and tools; how they shall be adopted and used for a specific requirement	70
	Description of the Offeror's approach and methodology for meeting or exceeding the requirements of the Terms of Reference	100
а	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?	100

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?		50
3.2	 Qualifications of key personnel proposed Advanced degree in Economics, Environmental Studies, Business Administration, or an appropriate subject Consultancy-related professional qualifications are preferred 		
3.2 a	Team Leader - Minimum PhD and 10 years of experience		120
	- General Experience	30	
	- Specific Experience relevant to the assignment	50	
	- Regional/International experience	30	
	- Language Qualifications	10	
3.2 b	Senior Expert - Minimum Master's Degree and 8 years of experience		80
	- General Experience	10	
	- Specific Experience relevant to the assignment	40	
	- Regional/International experience	20	
	- Language Qualifications	10	
3.2 c	Junior Expert - Minimum Bachelor's Degree and 5 years of experience		50
	- General Experience	5	
	- Specific Experience relevant to the assignment	25	

Tota	l Section 3	300
- Language Qualifications	10	
- Regional/International experience	10	

Terms of Reference

a. Background

The world's ocean, constituting more than 70% of the planet's surface, is indispensable to life on our planet, forming the bedrock of livelihoods, cultures and traditions for billions of people, while also being essential to the global economy. The OECD Ocean Economy Database valued the ocean economy's contribution to worldwide economic output and employment in 2010 at USD 1.5 trillion, and projects it to reach over USD 3 trillion by 2030². The seas of East Asia, in particular, play crucial roles to the countries they encompass, providing a wealth of resources that contribute positively to all levels of society – from the survival and welfare of local coastal communities, to the strengthening of national economies. The importance of the oceans to the world at large was emphasised at the United Nations Conference on Sustainable Development (UNCSD) in 2012 (or commonly referred to as Rio +20), where the sustainable management of the "Blue Economy" – the consideration of all socioeconomic and ecological growth activities related to the ocean and coasts – emerged as a key point within the Green Economy agenda. In 2018, 54 Commonwealth countries agreed to establish the Commonwealth Blue Charter as a commitment to solve ocean-related matters collectively and strive towards a sustainably managed Blue Economy.

Understanding of the Blue Economy is a work in progress within the Malaysian context, where existing related national strategies have been primarily sector/industry focused; for example, the National Ecotourism Plan 2015-2025, the National Biological Diversity Policy 2016-2025 and National Plan of Action for the Management of Fishing Capacity 2015, among many others. With the growing emergence of significant ocean-related risks (such as marine plastic pollution and illegal fishing) and opportunities (such as ocean renewable energy and aquaculture) worldwide, it is crucial for Malaysia to develop a thorough understanding of the impacts and implications the Blue Economy has on the nation's socioeconomic activities, especially being a marine and coastal resource rich nation. In 2015, it was estimated that the Blue Economy alone contributed to 23% of Malaysia's national Gross Domestic Product (GDP), with a value of ecosystem services projected at USD 17.7 billion³. In consideration of the significant role the Blue Economy plays in the nation's economy, social and environmental welfare and even cultural heritage, a strong governance mechanism to manage Blue Economy development is imperative and will provide the foundation for responsible management of ocean and coastal capital in Malaysia.

Therefore, the development of a National Blue Economy Blueprint will provide a guiding framework for the country to ensure present and future Blue Economy growth will be sustainable and inclusive, and to support its commitments under the Commonwealth Blue Charter and Sustainable Development Goals, in addition to acting as a key reference source for policy-making.

b. Objectives and Scope of Work

The overall objective of this project is to conduct a study on the existing Blue Economy landscape in Malaysia and develop a National Blue Economy Blueprint as a framework for stronger governance in this area. Specific scope of work includes:

1. Evaluate Current Blue Economy Landscape in Malaysia

A comprehensive study on the Blue Economy landscape will be conducted, covering (but not limited

² OECD (2016). The Ocean Economy in 2030, OECD Publishing, Paris.

³ PEMSEA (2017). Blue Economy Forum 2017 Proceedings.

to) the following:

- Review existing literature and knowledge products on Blue Economy to examine issues, challenges, drivers and areas for potential growth, and the interlinkages between healthy marine/coastal ecosystems and blue economic sectors;
- Study the current state of health, integrity and resilience of marine habitats and ecosystem services against anthropogenic and climate stresses;
- Review relevant policies, strategies, initiatives and governance frameworks to assess their effectiveness in preserving ocean and marine capital, and promoting a sustainable and inclusive Blue Economy;
- Conduct international benchmarking with related Blue Economy policies and best practices to identify gaps and areas for improvement for Malaysia; and
- Define the Blue Economy in the Malaysian context and develop a supporting Theory of Change for the blueprint based on identified issues and required interventions.

2. Develop National Blue Economy Blueprint for Malaysia

A blueprint will be prepared to develop the necessary strategies to ensure a sustainable Blue Economy is established in Malaysia and should, at minimum, cover all socioeconomic and environmental sectors as well as key enablers listed in **Appendix I**. Activities required (but not limited to) under this component are:

- Draft a National Blue Economy Blueprint to serve as a guide/roadmap for marine, coastal and other associated sectors/industries to move towards sustainable use of ocean resources for economic growth;
- Propose policies and programmes to strengthen the economic, environmental and social dimensions of the Blue Economy using appropriate analytical tools and modelling approaches where necessary;
- Assess the potential implications and impacts of the proposed policies and programmes on the Blue Economy sector; and
- Develop a practical strategy framework, institutional arrangement and action plan for the blueprint (including identified implementers, timeline and estimated cost of programmes).

3. Conduct Stakeholder Engagement Sessions and Monitor Action Plans

Activities required (but not limited to) under this component are:

- Develop an appropriate dashboard for monitoring and evaluation of the action plan under the Blueprint;
- Conduct seminars/workshops for engagement, data collection, awareness and dissemination of findings with with relevant stakeholders and to obtain buy-in of recommendations; and
- Conduct hands-on training sessions and seminars for capacity building for relevant government agencies and stakeholders on the implementation of the blueprint.

c. Deliverables and Output

In summary, the consultant shall be responsible for producing the following outputs:

- 1. A **National Blue Economy Blueprint** for Malaysia, that will include recommended policies, strategies and programmes;
- 2. A comprehensive and practical **strategy framework and action plan**, that will include implementers, timeline, and estimated costs required;

- 3. **Consultation sessions** with stakeholders for information gathering/dissemination and to garner buy-in of recommendations (suggested stakeholders in **Appendix II**);
- 4. An appropriate dashboard for monitoring and evaluation of the action plan; and
- 5. Hands-on **training sessions** and seminars/workshops for **capacity building** for all relevant stakeholders.

These outputs shall be presented through the following deliverables:

- 1. Inception Report (20 copies in colour x 2 committees, and softcopy)
 - To be submitted to the Steering Committee in **week 4**. Inception Report should include preliminary findings and suggested work proposal.
- 2. Interim Report (20 copies in colour x 2 committees, and softcopy)
 - To be submitted to the Steering Committee in **week 20**. Interim Report should include advanced findings and recommendations on the appropriate model/approach to be used, as well as take into consideration comments of the Steering and Technical Committees and other significant information/findings gathered.
- 3. Draft Final Report (20 copies in colour x 2 committees, and softcopy)
 - To be submitted to the Steering Committee in **week 36**. Stakeholder consultation sessions shall be organized to present findings and gather input.
- 4. Final Blueprint (40 copies in colour x 2 committees, and softcopy), Final Report and Technical Notes (softcopy)
 - To be submitted at the end of the study in **week 48**. The Final Blueprint and Report should incorporate all stakeholder comments received, and will be required to undergo verification/endorsement by the Steering Committee. Monitoring dashboard and training sessions/seminars to be implemented in parallel.

A proposed list of milestones is presented in Appendix III.

d. Schedule of Expected Outputs

The outputs of the work are as below:

Outputs	Percentage	Timing
Submission and satisfactory acceptance of Inception Report	10%	By 1 September 2020
Submission and satisfactory acceptance of Interim Report	20%	By 1 January 2021
Submission and satisfactory acceptance of Draft Final Report	30%	By 1 May 2021
Completion of dashboard and training sessions	10%	By 30 July 2021
Submission and satisfactory acceptance of Blueprint, Final Report and Technical Notes	30%	By 30 July 2021

All outputs should be submitted in English.

e. Governance and Accountability

The service provider will report to and work under the guidance of the Director, Environmental and Natural Resources Economics Division, EPU and the UNDP Head of Sustainable and Resilient Development.

The service provider will participate in regular consultations and meetings (Steering Committee and Technical Committee meetings) with EPU, UNDP and other key stakeholders.

All outputs will be cleared by the Steering Committee and Technical Committee which includes the UNDP Head of Sustainable and Resilient Development or an appropriate representative before payment for each deliverable will be effected.

f. Facilities to be provided by UNDP

UNDP will bear the cost for organizing workshops, training sessions & consultation sessions, and provide logistics support to events. EPU will act as the Secretariat for the meetings and workshops.

g. Handling of data information and documents

All data, information and documents obtained under this assignment will be the property of the Government of Malaysia and be treated as strictly confidential.

No such information shall be used by the Consultant for any other purpose other than the preparation of the National Blue Economy Blueprint unless with written permission from EPU.

All soft and hard copies of the data, information and documents must be returned to the Environmental and Natural Resources Economics Division, EPU upon completion of this study.

h. Expected duration of the contract/assignment

The contract duration is 12 calendar months starting from 1 August 2020 to 30 July 2021. At least 14 days lead time is required for EPU and UNDP to review outputs, give comments and approve & accept outputs before payments can be effective. All deliverables must be delivered as per the timeline indicated in the terms of reference. In the event that an extension is required to complete the deliverables, it will be on the basis of a no-cost extension.

i. Duty Station

At contractor's location with consultations in Putrajaya and Kuala Lumpur.

j. Professional Qualifications of the Prospective Contractor

The prospective team of consultants must, at minimum, fulfill the following criteria:

1. Experience

- Have worked within **at least five core industries** within the Blue Economy sector, and with industry associations and/or international development agencies or financial institutions; and
- Have worked with the public sector at central and local authority levels respectively.
- 2. Knowledge
 - Extensive knowledge of the Blue Economy and interrelated environmental and socioeconomics issues;
 - Sound understanding in economics (institutional and/or environmental), with macroeconomic modelling and scenario planning capabilities;
 - Knowledgeable in public sector policy, regulations and legislation related to all industries and sectors relevant to the Blue Economy and in general; and
 - Business administration, management and networking.
- 3. Qualifications
 - Advanced degree in Economics, Environmental Studies, Business Administration, or an appropriate subject
 - Consultancy-related professional qualifications are preferred
- 4. Language and others
 - Fluency in English and Malay
 - Strong analytical, research, report writing and communication skills
- 5. Project team members (must have at least 3 key personnel)
 - Project Team Leader (minimum PhD and 10 years of experience)
 - Senior Expert (minimum Master's Degree and 8 years of experience
 - Junior Expert (minimum Bachelor's Degree and 5 years of experience)

k. Price and Schedule of Payments

The contract price is based on professional fee, travel, vehicles and other relevant costs such as allowances, taxes to deliver the outputs. The service provider shall be paid upon satisfactory submission and acceptance of deliverables by MEA and UNDP according to the following schedule.

Outputs	Percentage	Timing
Submission and satisfactory acceptance of Inception Report	10%	By 1 September 2020
Submission and satisfactory acceptance of Interim Report	20%	By 1 January 2021
Submission and satisfactory acceptance of Draft Final Report	30%	By 1 May 2021
Completion of dashboard and training sessions	10%	By 30 July 2021
Submission and satisfactory acceptance of Blueprint, Final Report and Technical Notes	30%	By 30 July 2021

Prices are in USD and includes all expenses (including local travels) related to the assignment. The service provider is responsible for payment of all relevant taxes.

Appendix I – Key Sectors and Enablers of the Blue Economy

1. Key sectors (non-exhaustive list)

- Fisheries and aquaculture;
- Coastal and maritime tourism;
- Extractive industries of non-living resources, i.e. petroleum and sand mining;
- Maritime transport, ports and related services as well as shipping and shipbuilding;
- Renewable energy;
- Waste disposal management;
- Marine biotechnology and bio-prospecting;
- Desalination for freshwaste generation;
- Ocean Ecosystem Services;
- Institutional Framework; and
- Monitoring and Evaluation.

2. Key enablers of the Blue Economy

- Circular economy and sustainable consumption & production;
- Innovative financing for sustainable blue economy development; and
- Equity and access-and-benefits sharing aspects

1. Government Agencies

- Economic Planning Unit, Prime Minister's Department;
- Ministry of Finance;
- Ministry of Environment and Water;
- Ministry of Energy and Natural Resources;
- Ministry of Science, Technology and Innovation;
- Ministry of Home Affairs;
- Ministry of International Trade and Industry;
- Ministry of Agriculture and Food Industries;
- Ministry of Housing and Local Government;
- Ministry of Tourism, Arts and Culture;
- Ministry of Transport;
- Ministry of Defence;
- Ministry of Foreign Affairs;
- Malaysian Maritime Enforcement Agency;
- Department Fisheries Malaysia;
- Department of Mineral and Geology;
- Department of Director General of Lands and Mines;
- Department of Environment;
- Department of Marine Malaysia;
- Department of Statistics;
- Malaysia Institute of Maritime;
- National Hydraulic Research Institute of Malaysia;
- Sabah State Government; and
- Sarawak State Government

2. Private Sector or Industry Associations

- To be determined.

3. Academia or Research Institutes

- To be determined

4. Civil Society Organisations or Non-Government Organisations

- To be determined

Tasks
1. Inception Report – D1
2. Steering Committee Review
3. Study Visit
4. Interim Report – D2
5. Stakeholder Engagement Session
6. Technical Committee Review
7. Draft Final Report – D3
8. Report Validation
9. Technical Committee Review
10. Final Blueprint, Final Report & Technical Notes – D4
11. Steering Committee Endorsement
12. Development of Monitoring Dashboard
13. Conduct Training Sessions and Seminars

SECTION 6: RETURNABLE BIDDING FORMS / CHECKLIST

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

Before submitting your Proposal, please ensure compliance with the Proposal Submission instructions of the BDS 22.

Technical Proposal Envelope:

Have you duly completed all the Returnable Bidding Forms?	
 Form A: Technical Proposal Submission Form 	
 Form B: Bidder Information Form 	
 Form C: Joint Venture/Consortium/ Association Information Form 	
 Form D: Qualification Form 	
Form E: Format of Technical Proposal	
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_015		

We, the undersigned, offer to provide the services for Consultancy for conducting a study on the existing Blue Economy landscape in Malaysia and develop a National Blue Economy Blueprintin accordance with your Request for Proposal No. MyRFP_2020_015 and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal and our Financial Proposal sealed under a separate envelope.

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

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

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

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

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

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

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

Name:	 	 	
Title:	 	 	
Date:	 		
Signature:	 	 	

[Stamp with official stamp of the Bidder]

FORM B: BIDDER INFORMATION FORM

Legal name of Bidder	[Complete]
Legal address	[Complete]
Year of registration	[Complete]
Bidder's Authorized Representative Information	Name and Title: [Complete] Telephone numbers: [Complete] Email: [Complete]
Are you a UNGM registered vendor?	□ 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) (<i>If yes, provide a Copy of the valid Certificate</i>):	[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:	 Company Profile, which should <u>not</u> exceed fifteen (15) pages, including printed brochures and product catalogues relevant to the goods/services being procured Certificate of Incorporation/ Business Registration 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 Trade name registration papers, if applicable Local Government permit to locate and operate in assignment location, if applicable Official Letter of Appointment as local representative, if Bidder is submitting a Bid in behalf of an entity located outside the country Power of Attorney

FORM C: JOINT VENTURE/CONSORTIUM/ASSOCIATION INFORMATION FORM

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
RFP reference:	MyRFP_2020_016		

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

Νο	Name of Partner and contact information (address, telephone numbers, fax numbers, e-mail address)	Proposed proportion of responsibilities (in %) and type of services to be performed
1	[Complete]	[Complete]
2	[Complete]	[Complete]
3	[Complete]	[Complete]

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

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

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

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

Name of partner:	Name of partner:
Signature:	Signature:
Name of partner:	Name of partner:
Signature:	Signature:
Date:	Date:

FORM D: QUALIFICATION FORM

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

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

Historical Contract Non-Performance

	t non-performance o	lid not occur for the last 3 years	
🗌 Contrac	ct(s) not performed for	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 litig	ation history for the	last 3 years	
Litigatio	on History as indicate	ed below	
Year of	Amount in	Contract Identification	Total Contract Amount
dispute	dispute (in US\$)		(current value in US\$)
		Name of Client:	
		Address of Client:	
		Matter in dispute:	
		Party who initiated the dispute:	
		Status of dispute:	
		Party awarded if resolved:	

Previous Relevant Experience

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

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

Project name & 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.

 $\hfill\square$ 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
	Inf	ormation from Balance Sh	eet
Total Assets (TA)			
Total Liabilities (TL)			
Current Assets (CA)			
Current Liabilities (CL)			
	Information from Income Statement		
Total / Gross Revenue (TR)			
Profits Before Taxes (PBT)			
Net Profit			
Current Ratio			

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

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

FORM E: FORMAT OF TECHNICAL PROPOSAL

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
RFP reference:	MyRFP_2020_015		

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 Experience on similar engagements done in the region/country.
- 1.4 Relevance of specialized knowledge
- 1.5 Quality assurance procedures and risk mitigation measures.
- 1.6 Organization's commitment to sustainability.

SECTION 2: Proposed Methodology, Approach and Implementation Plan

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

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

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

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

SECTION 3: Management Structure and Key Personnel

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

Format for CV of Proposed Key Personnel

NAME OF PERSONNEL	[INSERT]
POSITION FOR THIS ASSIGNMENT	[INSERT]
NATIONALITY	[INSERT]
LANGUAGE PROFICIENCY	[INSERT]
EDUCATION/ QUALIFICATIONS	[SUMMARIZE COLLEGE/UNIVERSITY AND OTHER SPECIALIZED EDUCATION OF PERSONNEL MEMBER, GIVING NAMES OF SCHOOLS, DATES ATTENDED, AND DEGREES/QUALIFICATIONS OBTAINED.]

	[INSERT]
PROFESSIONAL	[PROVIDE DETAILS OF PROFESSIONAL CERTIFICATIONS RELEVANT TO THE SCOPE OF SERVICES]
CERTIFICATIONS	 NAME OF INSTITUTION: [INSERT] DATE OF CERTIFICATION: [INSERT]
EMPLOYMENT RECORD/ EXPERIENCE	[LIST ALL POSITIONS HELD BY PERSONNEL (STARTING WITH PRESENT POSITION, LIST IN REVERSE ORDER), GIVING DATES, NAMES OF EMPLOYING ORGANIZATION, TITLE OF POSITION HELD AND LOCATION OF EMPLOYMENT. FOR EXPERIENCE IN LAST FIVE YEARS, DETAIL THE TYPE OF ACTIVITIES PERFORMED, DEGREE OF RESPONSIBILITIES, LOCATION OF ASSIGNMENTS AND ANY OTHER INFORMATION OR PROFESSIONAL EXPERIENCE CONSIDERED PERTINENT FOR THIS ASSIGNMENT.]
	[INSERT]

[PROVIDE NAMES, ADDRESSES, PHONE AND EMAIL CONTACT INFORMATION FOR TWO (2) REFERENCES] REFERENCE 1: REFERENCES [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

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
RFP reference:	MyRFP_2020_015		

We, the undersigned, offer to provide the services for Consultancy for conducting a study on the existing Blue Economy landscape in Malaysia and develop a National Blue Economy Blueprint in accordance with your Request for Proposal No. MyRFP_2020_016 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_015		

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)	
Total Amount of Financial Proposal	

Table 2: Breakdown of Professional Fees

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

Table 3: Breakdown of Other Costs

Description	UOM	Quantity	Unit Price	Total Amount
International flights	Trip			

Subsistence allowance	Day			
Miscellaneous travel expenses	Trip			
Local transportation costs	Lump Sum			
Out-of-Pocket Expenses				
Other Costs: (please specify)				
Subtotal Other Costs:				

Table 4: Breakdown of Price per Deliverable/Activity

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