



# REQUEST FOR PROPOSAL

## **Consultancy Services for Provision of Human Resource and Financial Management Services**

**RFP No.:** RFP/MWI/022 - 2020

**Project:** Malawi Green Corps

**Country:** The Republic of Malawi

**Issued on:** 7<sup>th</sup> December 2020

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## SECTION 1. LETTER OF INVITATION

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

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

Section 1: This Letter of Invitation

Section 2: Instruction to Bidders

Section 3: Bid Data Sheet (BDS)

Section 4: Evaluation Criteria

Section 5: Terms of Reference

Section 6: Returnable Bidding Forms

- Form A: Technical Proposal Submission Form
- Form B: Bidder Information Form
- Form C: Joint Venture/Consortium/Association Information Form
- Form D: Qualification Form
- Form E: Format of Technical Proposal
- Form F: Financial Proposal Submission Form
- Form G: Financial Proposal Form

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 utilizing the “Accept Invitation” function in eTendering system. This will enable you to receive amendments or updates to the RFP. Should you require further clarifications, kindly communicate with the contact person/s identified in the attached Bid Data Sheet as the focal point for queries on this RFP.

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

Issued by:

Name: Tirnesh Prasad

Title: Procurement unit

Date: December 7, 2020

Approved by:

Name: Rugare Mukanganise

Title: Operations Manager

Date: December 7, 2020

## SECTION 2. INSTRUCTION TO BIDDERS

### A. GENERAL PROVISIONS

<p><i>1. Introduction</i></p>	<p>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></p> <p>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.</p> <p>1.3 As part of the bid, it is desired that the Bidder registers at the United Nations Global Marketplace (UNGM) website (<a href="http://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.</p>
<p><i>2. Fraud &amp; Corruption, Gifts and Hospitality</i></p>	<p>2.1 UNDP strictly enforces a policy of zero tolerance on proscribed practices, including fraud, corruption, collusion, unethical or unprofessional practices, and obstruction of UNDP vendors and requires all 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/office_of_audit_andinvestigation.html#anti">http://www.undp.org/content/undp/en/home/operations/accountability/audit/office_of_audit_andinvestigation.html#anti</a></p> <p>2.2 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.</p> <p>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.</p> <p>2.4 All Bidders must adhere to the UN Supplier Code of Conduct, which may be found at <a href="https://www.un.org/Depts/ptd/about-us/un-supplier-code-conduct">https://www.un.org/Depts/ptd/about-us/un-supplier-code-conduct</a></p>
<p><i>3. Eligibility</i></p>	<p>3.1 A vendor should not be suspended, debarred, or otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization. Vendors are therefore required to disclose to UNDP whether they are subject to any sanction or temporary suspension imposed by these organizations.</p> <p>3.2 It is the 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.</p>
<p><i>4. Conflict of Interests</i></p>	<p>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:</p> <p>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;</p>

	<p>b) Were involved in the preparation and/or design of the programme/project related to the services requested under this RFP; or</p> <p>c) Are found to be in conflict for any other reason, as may be established by, or at the discretion of UNDP.</p> <p>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.</p> <p>4.3 Similarly, the Bidders must disclose in their proposal their knowledge of the following:</p> <p>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</p> <p>b) All other circumstances that could potentially lead to actual or perceived conflict of interest, collusion or unfair competition practices.</p> <p>Failure to disclose such an information may result in the rejection of the proposal or proposals affected by the non-disclosure.</p> <p>4.4 The eligibility of 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.</p>
<b>B. PREPARATION OF PROPOSALS</b>	
5. <i>General Considerations</i>	<p>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.</p> <p>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</p>
6. <i>Cost of Preparation of Proposal</i>	<p>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.</p>
7. <i>Language</i>	<p>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.</p>
8. <i>Documents Comprising the Proposal</i>	<p>8.1 The Proposal shall comprise of the following documents:</p> <p>a) Documents Establishing the Eligibility and Qualifications of the Bidder;</p> <p>b) Technical Proposal;</p> <p>c) Financial Proposal;</p> <p>d) Proposal Security, if required by BDS;</p> <p>e) Any attachments and/or appendices to the Proposal.</p>
9. <i>Documents Establishing the Eligibility and Qualifications of the Bidder</i>	<p>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.</p>
10. <i>Technical Proposal Format</i>	<p>10.1 The Bidder is required to submit a Technical Proposal using the Standard Forms and templates provided in Section 6 of the RFP.</p>

<i>and Content</i>	<p>10.2 The Technical Proposal shall not include any price or financial information. A Technical Proposal containing material financial information may be declared non-responsive.</p> <p>10.3 Samples of items, when required as per Section 5, shall be provided within the time specified and unless otherwise specified by UNDP, and at no expense to UNDP</p> <p>10.4 When applicable and required as per Section 5, the 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.</p>
<i>11. Financial Proposals</i>	<p>11.1 The Financial Proposal shall be prepared using the Standard Form provided in Section 6 of the RFP. It shall list all major cost components associated with the services, and the detailed breakdown of such costs.</p> <p>11.2 Any output and activities described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, as well as in the final total price.</p> <p>11.3 Prices and other financial information must not be disclosed in any other place except in the financial proposal.</p>
<i>12. Proposal Security</i>	<p>12.1 A Proposal Security, if required by BDS, shall be provided in the amount and form indicated in the BDS. The Proposal Security shall be valid up to thirty (30) days after the final date of validity of the Proposal.</p> <p>12.2 The Proposal Security shall be included along with the Technical Proposal. If Proposal Security is required by the RFP but is not found along with the Technical Proposal, the Proposal shall be rejected.</p> <p>12.3 If the Proposal Security amount or its validity period is found to be less than what is required by UNDP, UNDP shall reject the Proposal.</p> <p>12.4 In the event an electronic submission is allowed in the BDS, 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.</p> <p>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:</p> <ol style="list-style-type: none"> <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: <ol style="list-style-type: none"> <li>i. to sign the Contract after UNDP has issued an award; or</li> </ol> </li> </ol> <p>12.6 to furnish the Performance Security, insurances, or other documents that UNDP may require as a condition precedent to the effectivity of the contract that may be awarded to the Bidder.</p>
<i>13. Currencies</i>	<p>13.1 All prices shall be quoted in the currency or currencies indicated in the BDS. Where Proposals are quoted in different currencies, for the purposes of comparison of all Proposals:</p> <ol style="list-style-type: none"> <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> </ol>
<i>14. Joint Venture, Consortium or</i>	<p>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</p>

<p><i>Association</i></p>	<p>with authority to legally bind the members of the JV, Consortium or Association jointly and severally, which shall be evidenced by a duly notarized Agreement among the legal entities, and submitted with the Proposal; and (ii) if they are awarded the contract, the contract shall be entered into, by and between UNDP and the designated lead entity, who shall be acting for and on behalf of all the member entities comprising the joint venture.</p> <p>14.2 After the Deadline for Submission of Proposal, the lead entity identified to represent the JV, Consortium or Association shall not be altered without the prior written consent of UNDP.</p> <p>14.3 The lead entity and the member entities of the JV, Consortium or Association shall abide by the provisions of Clause 9 herein in respect of submitting only one proposal.</p> <p>14.4 The description of the organization of the JV, Consortium or Association must clearly define the expected role of each of the entity in the joint venture in delivering the requirements of the RFP, both in the Proposal and the JV, Consortium or Association Agreement. All entities that comprise the JV, Consortium or Association shall be subject to the eligibility and qualification assessment by UNDP.</p> <p>14.5 A JV, Consortium or Association in presenting its track record and experience should clearly differentiate between:</p> <ul style="list-style-type: none"> <li>a) Those that were undertaken together by the JV, Consortium or Association; and</li> <li>b) Those that were undertaken by the individual entities of the JV, Consortium or Association.</li> </ul> <p>14.6 Previous contracts completed by individual experts working privately but who are permanently or were temporarily associated with any of the member firms cannot be claimed as the experience of the JV, Consortium or Association or those of its members, but should only be claimed by the individual experts themselves in their presentation of their individual credentials.</p> <p>14.7 JV, Consortium or Associations are encouraged for high value, multi-sectoral requirements when the spectrum of expertise and resources required may not be available within one firm.</p>
<p><i>15. Only One Proposal</i></p>	<p>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.</p> <p>15.2 Proposals submitted by two (2) or more Bidders shall all be rejected if they are found to have any of the following:</p> <ul style="list-style-type: none"> <li>f) they have at least one controlling partner, director or shareholder in common; or</li> <li>g) any one of them receive or have received any direct or indirect subsidy from the other/s; or</li> <li>h) they have the same legal representative for purposes of this RFP; or</li> <li>i) 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;</li> <li>j) 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</li> <li>k) 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.</li> </ul>
<p><i>16. Proposal Validity Period</i></p>	<p>16.1 Proposals shall remain valid for the period specified in the BDS, commencing on the Deadline for Submission of Proposals. A Proposal valid for a shorter period may be rejected by UNDP and rendered non-responsive.</p> <p>16.2 During the Proposal validity period, the Bidder shall maintain its original Proposal without any change, including the availability of the Key Personnel, the proposed</p>



	rates and the total price.
<i>17. Extension of Proposal Validity Period</i>	<p>17.1 In exceptional circumstances, prior to the expiration of the proposal validity period, UNDP may request 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.</p> <p>17.2 If the Bidder agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal.</p> <p>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.</p>
<i>18. Clarification of Proposal</i>	<p>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.</p> <p>18.2 UNDP will provide the responses to clarifications through the method specified in the BDS.</p> <p>18.3 UNDP shall endeavor to provide responses to clarifications in an expeditious manner, but any delay in such response shall not cause an obligation on the part of UNDP to extend the submission date of the Proposals, unless UNDP deems that such an extension is justified and necessary.</p>
<i>19. Amendment of Proposals</i>	<p>19.1 At any time prior to the deadline of Proposal submission, UNDP may for any reason, such as in response to a clarification requested by a Bidder, modify the RFP in the form of an amendment to the RFP. Amendments will be made available to all prospective bidders.</p> <p>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.</p>
<i>20. Alternative Proposals</i>	<p>20.1 Unless otherwise specified in the BDS, alternative proposals shall not be considered. If submission of alternative proposal is allowed by BDS, a 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.</p> <p>20.2 If multiple/alternative proposals are being submitted, they must be clearly marked as “Main Proposal” and “Alternative Proposal”</p>
<i>21. Pre-Bid Conference</i>	<p>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.</p>

## C. SUBMISSION AND OPENING OF PROPOSALS

<p>22. <i>Submission</i></p>	<p>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.</p> <p>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, acbidding the Proposal.</p> <p>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.</p>
<p><b>Hard copy (manual) submission</b></p>	<p>22.4 Hard copy (manual) submission by courier or hand delivery allowed or specified in the BDS shall be governed as follows:</p> <ul style="list-style-type: none"> <li>a) The signed Proposal shall be marked “Original”, and its copies marked “Copy” as appropriate. The number of copies is indicated in the BDS. All copies shall be made from the signed original only. If there are discrepancies between the original and the copies, the original shall prevail.</li> <li>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: <ul style="list-style-type: none"> <li>i. Bear the name and address of the bidder;</li> <li>ii. Be addressed to UNDP as specified in the BDS</li> </ul> </li> <li>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.</li> </ul> <p>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.</p>
<p><b>Email Submission</b></p>	<p>22.5 Email submission, if allowed or specified in the BDS, shall be governed as follows:</p> <ul style="list-style-type: none"> <li>a) Electronic files that form part of the proposal must be in accordance with the format and requirements indicated in BDS;</li> <li>b) The Technical Proposal and the Financial Proposal files MUST BE COMPLETELY SEPARATE. 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.</li> <li>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.</li> </ul>
<p><b>eTendering submission</b></p>	<p>22.6 Electronic submission through eTendering, if allowed or specified in the BDS, shall be governed as follows:</p> <ul style="list-style-type: none"> <li>a) Electronic files that form part of the proposal must be in accordance with the format and requirements indicated in BDS;</li> <li>b) The Technical Proposal and the Financial Proposal files MUST BE COMPLETELY SEPARATE and each of them must be uploaded individually and clearly labelled.</li> </ul>

	<p>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.</p> <p>c) Documents which are required to be in original form (e.g. Bid Security, etc.) must be sent via courier or hand delivery as per the instructions in BDS.</p> <p>d) Detailed instructions on how to submit, modify or cancel a bid in the eTendering system are provided in the eTendering system Bidder User Guide and Instructional viMGC member available on this link:  <a href="http://www.undp.org/content/undp/en/home/operations/procurement/business/procurement-notice/resources/">http://www.undp.org/content/undp/en/home/operations/procurement/business/procurement-notice/resources/</a></p>
23. <i>Deadline for Submission of Proposals and Late Proposals</i>	<p>23.1 Complete Proposals must be received by UNDP in the manner, and no later than the date and time, specified in the BDS. UNDP shall only recognize the date and time that the bid was received by UNDP</p> <p>23.2 UNDP shall not consider any Proposal that is submitted after the deadline for the submission of Proposals.</p>
24. <i>Withdrawal, Substitution, and Modification of Proposals</i>	<p>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.</p> <p>24.2 Manual and Email submissions: A bidder may withdraw, substitute or modify its Proposal by sending a written notice to UNDP, duly signed by an authorized representative, and shall include a copy of the authorization (or a Power of Attorney). The corresponding substitution or modification of the Proposal, if any, must accompany the respective written notice. All notices must be submitted in the same manner as specified for submission of proposals, by clearly marking them as "WITHDRAWAL" "SUBSTITUTION," or "MODIFICATION"</p> <p>24.3 eTendering: A 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 viMGC member.</p> <p>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</p>
25. <i>Proposal Opening</i>	<p>25.1 There is no public bid opening for RFPs. UNDP shall open the Proposals in the presence of an ad-hoc committee formed by UNDP, consisting of at least two (2) members. In the case of e-Tendering submission, bidders will receive an automatic notification once their proposal is opened.</p>
<b>D. EVALUATION OF PROPOSALS</b>	
26. <i>Confidentiality</i>	<p>26.1 Information relating to the examination, evaluation, and comparison of Proposals, and the recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process, even after publication of the contract award.</p> <p>26.2 Any effort by a 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.</p>
27. <i>Evaluation of Proposals</i>	<p>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</p>

	<p>Financial Proposals.</p> <p>27.2 Evaluation of proposals is made of the following steps:</p> <ol style="list-style-type: none"> <li>Preliminary Examination</li> <li>Minimum Eligibility and Qualification (if pre-qualification is not done)</li> <li>Evaluation of Technical Proposals</li> <li>Evaluation of Financial Proposals</li> </ol>
28. <i>Preliminary Examination</i>	<p>28.1 UNDP shall examine the Proposals to determine whether they are complete with respect to minimum documentary requirements, whether the documents have been properly signed, and whether the Proposals are generally in order, among other indicators that may be used at this stage. UNDP reserves the right to reject any Proposal at this stage.</p>
29. <i>Evaluation of Eligibility and Qualification</i>	<p>29.1 Eligibility and Qualification of the Bidder will be evaluated against the Minimum Eligibility/Qualification requirements specified in the Section 4 (Evaluation Criteria).</p> <p>29.2 In general terms, vendors that meet the following criteria may be considered qualified:</p> <ol style="list-style-type: none"> <li>They are not included in the UN Security Council 1267/1989 Committee's list of terrorists and terrorist financiers, and in UNDP's ineligible vendors' list;</li> <li>They have a good financial standing and have access to adequate financial resources to perform the contract and all existing commercial commitments,</li> <li>They have the necessary similar experience, technical expertise, production capacity where applicable, quality certifications, quality assurance procedures and other resources applicable to the provision of the services required;</li> <li>They are able to comply fully with UNDP General Terms and Conditions of Contract;</li> <li>They do not have a consistent history of court/arbitral award decisions against the Bidder; and</li> <li>They have a record of timely and satisfactory performance with their clients.</li> </ol>
30. <i>Evaluation of Technical and Financial Proposals</i>	<p>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.</p> <p>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.</p> <p>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.</p> <p>30.4 When the BDS specifies a combined scoring method, the formula for the rating of the Proposals will be as follows:</p> <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> <p><u>Rating the Technical Proposal (TP):</u></p> </div>

	<p><b>TP Rating</b> = (Total Score Obtained by the Offer / Max. Obtainable Score for TP) x 100</p> <p><u>Rating the Financial Proposal (FP):</u></p> <p><b>FP Rating</b> = (Lowest Priced Offer / Price of the Offer Being Reviewed) x 100</p> <p><u>Total Combined Score:</u></p> <p><b>Combined Score</b> = (TP Rating) x (Weight of TP, e.g. 70%) + (FP Rating) x (Weight of FP, e.g., 30%)</p>
31. <i>Due Diligence</i>	<p>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:</p> <ul style="list-style-type: none"> <li>a) Verification of accuracy, correctness and authenticity of information provided by the Bidder;</li> <li>b) Validation of extent of compliance to the RFP requirements and evaluation criteria based on what has so far been found by the evaluation team;</li> <li>c) Inquiry and reference checking with Government entities with jurisdiction on the Bidder, or with previous clients, or any other entity that may have done business with the Bidder;</li> <li>d) Inquiry and reference checking with previous clients on the performance on on-going or contracts completed, including physical inspections of previous works, as necessary;</li> <li>e) Physical inspection of the Bidder's offices, branches or other places where business transpires, with or without notice to the Bidder;</li> <li>f) Other means that UNDP may deem appropriate, at any stage within the selection process, prior to awarding the contract.</li> </ul>
32. <i>Clarification of Proposals</i>	<p>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.</p> <p>32.2 UNDP's request for clarification and the response shall be in writing and no change in the prices or substance of the Proposal shall be sought, offered, or permitted, except to provide clarification, and confirm the correction of any arithmetic errors discovered by UNDP in the evaluation of the Proposals, in accordance with RFP.</p> <p>32.3 Any unsolicited clarification submitted by a 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.</p>
33. <i>Responsiveness of Proposal</i>	<p>33.1 UNDP's determination of a Proposal's responsiveness will be based on the contents of the Proposal itself. A substantially responsive Proposal is one that conforms to all the terms, conditions, TOR and other requirements of the RFP without material deviation, reservation, or omission.</p> <p>33.2 If a Proposal is not substantially responsive, it shall be rejected by UNDP and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.</p>
34. <i>Nonconformities, Reparable Errors and Omissions</i>	<p>34.1 Provided that a Proposal is substantially responsive, UNDP may waive any non-conformities or omissions in the Proposal that, in the opinion of UNDP, do not constitute a material deviation.</p> <p>34.2 UNDP may request the 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</p>

	<p>of its Proposal.</p> <p>34.3 For Financial Proposal that has been opened, UNDP shall check and correct arithmetical errors as follows:</p> <ul style="list-style-type: none"> <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 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> <li>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</li> <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.</li> </ul> <p>34.4 If the Bidder does not accept the correction of errors made by UNDP, its Proposal shall be rejected.</p>
<b>E. AWARD OF CONTRACT</b>	
35. <i>Right to Accept, Reject, Any or All Proposals</i>	35.1 UNDP reserves the right to accept or reject any Proposal, to render any or all of the Proposals as non-responsive, and to reject all Proposals at any time prior to award of contract, without incurring any liability, or obligation to inform the affected Bidder(s) of the grounds for UNDP's action. UNDP shall not be obliged to award the contract to the lowest priced offer.
36. <i>Award Criteria</i>	36.1 Prior to expiration of the proposal validity, UNDP shall award the contract to the qualified Bidder based on the award criteria indicated in the BDS.
37. <i>Debriefing</i>	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. <i>Right to Vary Requirements at the Time of Award</i>	38.1 At the time of award of Contract, UNDP reserves the right to vary the quantity of services and/or goods, by up to a maximum twenty-five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.
39. <i>Contract Signature</i>	39.1 Within fifteen (15) days from the date of receipt of the Contract, the successful 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. <i>Contract Type and General Terms and Conditions</i>	40.1 The types of Contract to be signed and the applicable UNDP Contract General Terms and Conditions, as specified in BDS, can be accessed at <a href="http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html">http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html</a>
41. <i>Performance Security</i>	41.1 40.1 A performance security, if required in BDS, shall be provided in the amount specified in BDS and form available at <a href="https://popp.undp.org/_layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_POPP_DOCUMENT_LIBRARY/Public/PSU_Solicitation_Performance%20Guarantee%20Form.docx&amp;action=default">https://popp.undp.org/_layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_POPP_DOCUMENT_LIBRARY/Public/PSU_Solicitation_Performance%20Guarantee%20Form.docx&amp;action=default</a> within fifteen (15) days of the contract signature by both parties. Where a performance security is required, the receipt of the performance

	security by UNDP shall be a condition for rendering the contract effective.
42. <i>Bank Guarantee for Advanced Payment</i>	42.1 Except when the interests of UNDP so require, it is UNDP's preference to make no advance payment(s) (i.e., payments without having received any outputs). If an advance payment is allowed as per BDS, and exceeds 20% of the total contract price, or USD 30,000, whichever is less, the Bidder shall submit a Bank Guarantee in the full amount of the advance payment in the form available at <a href="https://popp.undp.org/_layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_POPP_DOCUMENT_LIBRARY/Public/PSU_Contract%20Management%20Payment%20and%20Taxes_Advanced%20Payment%20Guarantee%20Form.docx&amp;action=default">https://popp.undp.org/_layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_POPP_DOCUMENT_LIBRARY/Public/PSU_Contract%20Management%20Payment%20and%20Taxes_Advanced%20Payment%20Guarantee%20Form.docx&amp;action=default</a>
43. <i>Liquidated Damages</i>	43.1 If specified in BDS, UNDP shall apply Liquidated Damages resulting from the Contractor's delays or breach of its obligations as per the Contract.
44. <i>Payment Provisions</i>	44.1 Payment will be made only upon UNDP's acceptance of the work performed. 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. <i>Vendor Protest</i>	45.1 UNDP's vendor protest procedure provides an opportunity for appeal to those persons or firms not awarded a contract through a competitive procurement process. In the event that a Bidder believes that it was not treated fairly, the following link provides further details regarding UNDP vendor protest procedures: <a href="http://www.undp.org/content/undp/en/home/operations/procurement/business/protest-and-sanctions.html">http://www.undp.org/content/undp/en/home/operations/procurement/business/protest-and-sanctions.html</a>
46. <i>Other Provisions</i>	<p>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.</p> <p>46.2 UNDP is entitled to receive the same pricing offered by the same Contractor in contracts with the United Nations and/or its Agencies. The UNDP General Terms and Conditions shall have precedence.</p> <p>46.3 The United Nations has established restrictions on employment of (former) UN staff who have been involved in the procurement process as per bulletin ST/SGB/2006/15 <a href="http://www.un.org/en/ga/search/view_doc.asp?symbol=ST/SGB/2006/15&amp;referer">http://www.un.org/en/ga/search/view_doc.asp?symbol=ST/SGB/2006/15&amp;referer</a></p>



## SECTION 3. BID DATA SHEET

The following data for the services to be procured shall complement, supplement, or amend the provisions in the Request for Proposals. In the case of a conflict between the Instructions to 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	<p>Will be Conducted</p> <p>Time: 10:00 am Date: December 15, 2020 (Malawian time) Venue: Virtual (request Zoom link from UNDP Focal Point)</p> <p>UNDP focal point for the arrangement is: Tirnesh Prasad, Procurement Officer, <a href="mailto:procurement.mw@undp.org">procurement.mw@undp.org</a> cc: <a href="mailto:tirnesh.prasad@undp.org">tirnesh.prasad@undp.org</a></p> <p>Attendance to the pre-proposal conference is not mandatory, however, proposers are strongly encouraged to attend.</p> <p><b>Note:</b> User information on e-tendering will be provided during pre-proposal conference.</p>
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 20 (twenty)% of contract value. Refer Section 2 Instruction to Bidders, number 42. Bank Guarantee for Advanced Payment, for more detailed information.
8	42	Liquidated Damages	<p>Will be imposed as follows:</p> <p>0.2 percent of the delivered price of the delayed services for each additional day of delay until actual delivery, up to a maximum deduction of 10 per cent of the purchase order/contract price. Once the maximum is reached, the UN purchasing authority may consider termination of the purchase order/contract</p>



9	40	Performance Security	<p>Required in the amount of 10 (ten) percent of the total contractual value.</p> <p>The performance security shall be stipulated in the currency of the contract and acceptable form of performance security:</p> <ul style="list-style-type: none"> <li>• Bank guarantee issued by a reputable bank and acceptable to UNDP</li> </ul> <p>The Performance Security shall be provided no later than fifteen (15) days after receipt of the Notice of Award, in the amount specified in the Special Conditions of the Contract, and denominated in the types and proportions of the currencies in which the Contract Price is payable.</p>
10	18	Currency of Proposal	<p>United States Dollar (USD\$) OR Malawi Kwacha (MWK)</p> <p>Currency conversion would be based on UN Operational Rate of Exchange of the bid submission date, available at <a href="http://treasury.un.org/operationalrates/OperationalRates.aspx">http://treasury.un.org/operationalrates/OperationalRates.aspx</a></p>
11	31	Deadline for submitting requests for clarifications/questions	5 days before the submission deadline
12	31	Contact Details for submitting clarifications/questions	<p>Focal Person in UNDP: Tirnesh Prasad E-mail address: <a href="mailto:procurement.mw@undp.org">procurement.mw@undp.org</a> cc: <a href="mailto:tirnesh.prasad@undp.org">tirnesh.prasad@undp.org</a></p> <p><b>(Respond to clarification question(s) will be only provided for written clarification question(s), not through verbal clarification question(s), except verbal clarification will be provided during pre-proposal conference and minutes of pre-proposal presentation, clarification and response will be posted on e-tendering platform.</b></p> <p>Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers</p>
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	<p>As indicated in eTendering system. Note that system time zone is in EST/EDT (New York) time zone.</p> <p>Bidders should avoid attempting to register and upload just prior to the deadline as UNDP shall not be held responsible for congestion or delays in transmission. It is the Bidder's responsibility to ensure bids uploaded before the deadline.</p>

14	22	Allowable Manner of Submitting Proposals	<input checked="" type="checkbox"/> e-Tendering Bids may be submitted on or before the deadline indicated by UNDP in the e-tendering system
15	22	Proposal Submission Address	Bids must be submitted in the online e-tendering system in the following link:  <a href="https://etendering.partneragencies.org">https://etendering.partneragencies.org</a>  using your username and password. If you have not registered in the system before, you can register now by logging in using:  Username: event.guest Password: why2change  and follow the registration steps as specified in the e-tendering instruction manual or use this link to access e-tendering instruction manual:  <a href="http://www.undp.org/content/undp/en/home/operations/procurement/business/procurement-notice/resources/">http://www.undp.org/content/undp/en/home/operations/procurement/business/procurement-notice/resources/</a>  <b>Business Unit Code: MWI10</b> <b>Event ID number: 0000008090</b>
16	22	Electronic submission (eTendering) requirements	<ul style="list-style-type: none"> <li>▪ Format: PDF files only</li> <li>▪ File names must be maximum 60 characters long and must not contain any letter or special character other than from Latin alphabet/keyboard.</li> <li>▪ All files must be free of viruses and not corrupted.</li> <li>▪ Max. File Size per transmission: 10MB</li> <li>▪ Documents which are required in original (e.g. Bid Security, Performances Security) should be sent to the below address with a PDF copy submitted as part of the electronic submission:</li> </ul> <p>The Resident Representative  C/-UNDP Malawi  Area 40, Plot 7, Lilongwe 3.  Lilongwe.  The Republic of Malawi  Attention: Tirnesh Prasad</p>
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	February 1, 2021
19		Maximum expected duration of contract	Twenty-four (24) months from the date of contract signing

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	

## 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 (a person or persons duly authorised to bind the bidder to the proposed price and forms A to G of this tender duly signed in the format provided and included in the proposal)
- Power of Attorney
- Minimum documents provided
- Technical and Financial Proposals submitted separately
- Bid Validity
- Bid Security submitted as per RFP requirements with compliant validity period

### Minimum Eligibility and Qualification Criteria

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

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

Subject	Criteria	Document Submission requirement
<b>ELIGIBILITY</b>		
<b>Legal Status</b>	Vendor is a legally registered entity.	Form B: Bidder Information Form
<b>Eligibility</b>	Vendor is not suspended, nor debarred, nor otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization in accordance with ITB clause 3.	Form A: Technical Proposal Submission Form
<b>Conflict of Interest</b>	No conflicts of interest in accordance with ITB clause 4.	Form A: Technical Proposal Submission Form
<b>Bankruptcy</b>	Not declared bankruptcy, not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal action against the vendor that could impair its operations in the foreseeable future.	Form A: Technical Proposal Submission Form
	Has fulfilled its obligations related to the payment of social security contributions, pension fund premiums, payment of taxes or similar legal statutory payments under the law in which the bidder was established or where the contract is to be performed.	
<b>Joint Venture</b>	The bidder has included a JV agreement or a letter of intent to form a legally enforceable JV including a draft agreement	JV agreement or a letter of intent
	The bidder has nominated an authorized representative of the JV who has the authority to conduct all business for and on behalf of all partners and enter into the contract	JV agreement or a letter of intent
	Provide contact details of authorized representative of the JV and power of attorney signed by a legally authorized representative of the JV.	
<b>QUALIFICATION</b>		
<b>History of Non-Performing Contracts<sup>1</sup></b>	Non-performance of a contract did not occur as a result of contractor default for the last 3 years.	Form D: Qualification Form

<sup>1</sup> Non-performance, as decided by UNDP, shall include all contracts where (a) non-performance was not challenged by the contractor, including

<b>Litigation History</b>	No consistent history of court/arbitral award decisions against the Bidder for the last 5 years.	Form D: Qualification Form
<b>Previous Experience</b>	Minimum 5 years in the management of human resources (with focus on youth engagement, empowerment and training) and financial systems in Malawi or/and other similar countries.	Form D: Qualification Form
	Minimum 3 (three) contracts of similar value, nature and complexity implemented over the last 5 (five) years. <i>(For JV/Consortium/Association, all Parties cumulatively should meet requirement).</i>	Form D: Qualification Form
<b>Financial Standing</b>	Minimum average annual turnover of USD 1,000,000 (United State One Million dollars) for the last 2 years. <i>(For JV/Consortium/Association, all Parties cumulatively should meet requirement).</i>	Form D: Qualification Form
	Bidder must demonstrate the current soundness of its financial standing and indicate its prospective long-term profitability. <i>Bidders to include in their submission:</i>  <i>- Audited balance sheet (including notes and income statements or other documents to demonstrate financial performance for the past two (2) years.</i>  <i>- Evidence of tax returns (must meet requirement for each partner)</i> <i>(For JV/Consortium/Association, all Parties cumulatively should meet requirement).</i>	Form D: Qualification Form
	Bidder must demonstrate access to and availability of financial resources to meet the overall cash requirements for the contracts and its current commitments  - Provide evidence, such as, liquid assets, unencumbered real assests, lines of credit and other financial means other than contractual advance payments or other documents to demonstate financial resources.  <i>(existing or intended JV must meet the requirement – all partners combined or must meet requirement – each partner)</i>	

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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.

## Technical Evaluation Criteria

Summary of Technical Proposal Evaluation Forms		Points Obtainable
1.	Bidder's qualification, capacity and experience	300
2.	Proposed Methodology, Approach and Implementation Plan	400
3.	Management Structure and Key Personnel	800
	<b>Total</b>	<b>1,500</b>

Section 1. Bidder's qualification, capacity and experience		Points obtainable
1.1	Reputation of Organization and Staff Credibility / Reliability / Industry Standing	50
1.2	General Organizational Capability which is likely to affect implementation: <i>- Management structure (50 points)</i> <i>- Financial stability and project financing capacity (submission of audited accounts), project management controls (20 points)</i> <i>- extent to which any work would be subcontracted and description of the relationship with the proposed subcontractor/partner and subcontractor/partner role in providing these services (20 points)</i>	90
1.3	Relevance of specialized knowledge and experience on similar engagements done in the region/country <i>- Relevant experience of the bidder in similar assignment including international organizations/ large corporations (25 points)</i> <i>- Description of current/ previous assignments indications name of client, period and duration of the contract (up to 3 clients) – (8.33 points per client up to 25 points in total)</i> <i>- Specific experience in African sub-saharian region (20 points)</i>	70
1.4	Quality assurance procedures and risk mitigation measures . Description of the proposed quality metrics to include: <i>- Existence of a HR software to manage the contract (12 points)</i> <i>- Reporting channels (12 points)</i> <i>- Compliance with the current employment regulation in Malawi or experience with African National bodies regulation (12 points)</i> <i>- Compliance with timelines (12 points)</i> <i>- Proactiveness in handling problems (12 points)</i>	60
1.5	Organizational Commitment to Sustainability (mandatory weight) <i>- Organization is compliant with ISO:9000 – ISO 31000:2018 – ISO 26000:2010 – ISO:14000 – (5 points per standard up to four standards)</i> <i>- Organization is a member of the UN Global Compact (refer to <a href="https://www.unglobalcompact.org">https://www.unglobalcompact.org</a>) (5 points)</i> <i>- Organization demonstrates significant commitment to sustainability through some other means- 5 points, for example internal bidder policy documents on women empowerment, renewable energies or membership of trade institutions promoting such issues (5 points)</i>	30
<b>Total Section 1</b>		<b>300</b>

Section 2. Proposed Methodology, Approach and Implementation Plan		Points obtainable
2.1	<p>Understanding of the requirement:</p> <ul style="list-style-type: none"> <li>- <i>To what degree the proposer understands the tasks? (20 points)</i></li> <li>- <i>Are the scope, sequencing and timetable for the tasks well defined and do they correspond to the TOR? (15 points)</i></li> <li>- <i>Have the important aspects of the task been addressed in sufficient detail? (25 points)</i></li> <li>- <i>Is the presentation clear and is the sequence of activities and the planning logical, realistic and promise efficient implementation to the project? (20 points)</i></li> </ul>	80
2.2	<p>Description of the Offeror's approach and methodology for meeting or exceeding the requirements of the Terms of Reference</p> <ul style="list-style-type: none"> <li>- <i>Is the proposal describing sufficiently a pay roll management system? (20 points)</i></li> <li>- <i>Is the proposal describing sufficiently a recruitment time cycle? (20 points)</i></li> <li>- <i>Is the timetable addressed in the proposal? (20 points)</i></li> <li>- <i>Are the different components of the project adequately weighted relative to one another? (20 points)</i></li> <li>- <i>Have the relevant personnel profiles been provided (20 points)</i></li> </ul>	100
2.3	<p>Details on how the different service elements shall be organized, controlled and delivered</p> <ul style="list-style-type: none"> <li>- <i>Has a management structure for this specific contract describing in details the role and responsibility of each proposed profile been submitted? (30 points)</i></li> <li>- <i>Has a roadmap for managing the contract and detail the proposed approach been submitted. (25 points)</i></li> </ul>	55
2.4	<p>Description of available performance monitoring and evaluation mechanisms and tools; how they shall be adopted and used for a specific requirement</p> <ul style="list-style-type: none"> <li>- <i>Is the proposed process for executing the contract effective and in line with UNDP requirements and expectations? (10 points)</i></li> <li>- <i>Is the process to ensure the management of phased execution of the contract targeting "hotspot" Malawi sites for rehabilitation and clean-up realistic, adequate and feasible within the required timelines? (30 points)</i></li> <li>- <i>Are the proposed reporting arrangements adequate to the nature and complexity of the contract? (10 points)</i></li> </ul>	50
2.5	<p>Assessment of the implementation plan proposed including whether the activities are properly sequenced and if these are logical and realistic</p> <ul style="list-style-type: none"> <li>- <i>Provide a detailed eligibility, recruitment, mobilization and deployment plan for Malawi Green Corps members, outlining cohort size and phases. (10 points)</i></li> <li>- <i>Does the bidder have a proven track record in providing training? (output 1) (10 points)</i></li> <li>- <i>Does the bidder have a proven record in providing orientation and Training of Trainers (15 points)</i></li> <li>- <i>Does the bidder have a proven track record in administrating and management of the human resource elements including but not limited to: Manage the employment relationship; HR issues and complaints; Provide personnel welfare and medical support; provide workplace &amp; accident insurance for Malawi Green Corps personnel; Administration and management of payroll funds; Administration and management of payroll funds and payment transfer to Corps personnel – linked to national ID card (5 points per detailed metric up to 35)</i></li> </ul>	70
2.6	<p>Demonstration of ability to plan, integrate and effectively implement sustainability measures in the execution of the contract</p>	45

	<p>- Provide at least 3 client references for whom your bidder has provided services in the last five years. <b>(5 points for each reference up to a maximum of 15 points)</b></p> <p>- Have the services been delivered in a satisfactory manner to UNDP standards? (As part of it evaluation UNDP Malawi will carry out a reference check. UNDP Malawi reserves the rights to contact one or more referee provided in the tender <b>(10 points per satisfactory reference up to 30 points)</b></p>	
Total Section 2		400

Section 3. Management Structure and Key Personnel			Points obtainable
3.1	<p>Composition and structure of the team proposed.</p> <p>- Is the proposed overall structure presented clearly reflecting efficiency, flexibility, and effectiveness? <b>(20 points)</b></p> <p>- Are the proposed roles of the management suitable for the provision of the necessary services? <b>(20 points)</b></p> <p>- Are the tasks and roles of each the full list of required key personnel? <b>(20 points)</b></p>		60
3.2	Qualifications of key personnel proposed		
3.2 a	<b>Project Manager (one position) – (expected duration 24 person-months)</b>		100
	Degree in public or Business Administration, Law, Economy, Social Sciences or another relevant field	10	
	Minimum 7 years of relevant professional experience in HR, volunteer placement, environmental governance or development projects or similar projects	40	
	Minimum 5 years experience in project management, programme/project coordination and monitoring and/or provision of advisory services	40	
	Professional in English language	10	
3.2 b	<b>Human Resources Officer (one position) – (expected duration 24 person - months)</b>		90
	Minimum bachelor's degree in human resources management, Business Administration, Public Administration or related field	10	
	Minimum 5 of relevant experience in human resources management most of which should be at the managerial level	20	
	At least 3 years of relevant experience should also include knowledge in the following areas: minimum wage and conditions according to Malawi Dept of Labour, HR Management, HR Development/Learning, HR policies and processes and payroll, complaints redressal system	50	
	Professional in English Language	10	
3.2 c	<b>Financial Management Officer (one position) – (expected duration 24 person-months)</b>		80
	Minimum bachelor's degree in finance/Accounting, Business, or Public Administration, or a professional accounting qualification from an internationally recognized institute of accountancy	10	
	Minimum 5 years' relevant experience in providing financial management advisory services and/or managing personnel and operational systems	10	



	Atleast 3 years of proven experience in projects' administration, project management, financial management (Bank reconciliation and reporting), payroll management and audit management within the private sector	40	
	Professionally qualified accountants from an internationally recognized institute of accountancy will have a distinct advantage	10	
	Professional in English Language	10	
3.2 d	<b><i>Legal Advisor (one position) – (expected duration 10 person-months)</i></b>		40
	Master's degree or equivalent in employment, human resources law, contract or related field	10	
	Minimum 5 years of demonstrated relevant work experience Human Resource legal advice	10	
	Atleast 3 years of experience in complaints redressal system	10	
	Professional in English Language	10	
3.2 e	<b><i>Logistic and Supply Officer (one position) – (expected duration 12 person-months)</i></b>		80
	Bachelor's degree in transport, logistic and supply management related field	10	
	Minimum of 5 years' professional experience in similar capacity	10	
	Atleast 3 years of exposure to supply chain in emergency contexts at national and international level	40	
	Strong IT skills	10	
	Professional in English Language and Chewewe	10	
3.2 f	<b><i>Lead Environmental Expert (one position) – (expected duration 10 months)</i></b>		100
	Minimum master's degree in natural resources management, ecology, land management, or related field	10	
	Minimum 5 of relevant experience in natural resource management most of which should be at the managerial and technical assistance level	40	
	Atleast 3 years of relevant experience should also include knowledge in the following areas: ecosystem restoration, forest and landscape regeneration, waste management, protect area management	40	
	Professional in English and Chichewa Languages	10	
3.3 g	<b><i>On-Site Environmental Technicians (5 positions, 50 points for each individual) – (expected duration 12 months)</i></b>		250
	Atleast Diploma in natural resources management, ecology, land management, or related field	10	
	Minimum 3 of relevant experience in natural resource management most of which should be at the managerial and technical assistance level	10	
	Atleast 3 years of relevant experience should also include knowledge in the following areas: ecosystem restoration, forest and landscape regeneration, waste management, protect area management	20	
	Professional in English and Chichewa Languages	10	
<b>Total Section 3</b>			<b>800</b>

## SECTION 5. TERMS OF REFERENCE

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### **PART ONE**

#### **A. Background**

Malawi has been hit hard by the COVID-19 pandemic, and the crisis continues to deepen across the region. Measures to stem the spread of COVID-19 are exerting heavy economic damage on livelihoods, business and job opportunities available to Malawians, especially youth. Multiple crises stemming from the epidemic are still unfolding, with a host of external and internal factors dampening Malawi's economy, access to public services, and health and education outcomes. Preliminary data indicates that Malawi's imports were 26 percent lower in April and May 2020 compared to period last year, with decreased demand from key trade partners weighing heavily on exports. Domestic factors are also contributing to Malawi's socio-economic crisis through increased risk aversion and social distancing policies. COVID-19 cases continue to rise due to increased community transmission, with secondary and tertiary effects of containment efforts constraining domestic economic demand and contributing to massive job loss, particularly among women, with up to a million jobs at risk by the end of 2020. Though projections are evolving as the crisis unfolds, Malawi's GDP growth is expected to decline sharply, aggravated by the country's large informal sector reliant on natural resources and high rates of poverty and food insecurity.

Malawi's policy actions aim at three objectives: protecting lives, protecting livelihoods, and protecting the future. Complementary to life-saving health interventions, the government is focused on supporting livelihoods during the economic slowdown while also scaling up investments to support broad-based recovery and resilience in the medium term. Protecting the future means addressing Malawi's ongoing vulnerability to climate and other exogenous shocks which have a strong impact on poverty, and which the COVID-19 pandemic is aggravating as a *poverty-multiplier*. Malawi is faced with persistently low resilience to disasters and economic shocks, and slow economic growth due to its high dependence on rain-fed agriculture, over-reliance on biomass for household energy, and widespread ecosystem degradation. In the face of widespread income loss owing to the pandemic, and in the absence of affordable alternatives, many poor communities are being forced to accelerate stress on already degraded forests, watersheds and other ecosystems. Laying a foundation for a sustainable and green recovery, while addressing lost income and employment among its vulnerable youth population, presents Malawi with the opportunity to place green growth and nature-based solutions at the center of its pandemic response. A national Green Corps, as outlined herein, contributes to ongoing efforts by the Government of Malawi to safeguard and expand employment opportunities across the country, particularly for young women and men, while accelerating a green economic transition. The initiative also dovetails with ongoing efforts by UNDP to strengthen domestic networks of young climate champions and entrepreneurs in green business.

Aligned to the UN Decade on Ecosystem Restoration (2021-2030), the Malawi Green Corps aims to provide youths with skills and opportunities for sustainable livelihoods through an approach that engages them in environmental management and ecosystem-based adaptation, while building their capacity and skills to take up and create green jobs themselves and/or enter the job market with a foundation in environmental restoration and innovation. The multi-phase Green Corps initiative envisages scale up through access to finance and technologies as well as upskilling and mentoring of youths as part of a long-term green economy process in Malawi.

Under the existing partnership agreement between the Ministry of Forestry and Natural Resources and UNDP for the Transformative Adaptation for Climate Resilience (TRANSFORM) programme, UNDP, the Government of Malawi and the successful bidder will jointly launch the Malawi Green Corps in the first quarter of 2021 to provide up to 2,000+ youth<sup>2</sup> aged 18 to 30 with employment opportunities for up to four months per year focused on

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<sup>2</sup> Number of target beneficiaries will be determined based on consultations with government partners respecting remuneration rates. For the purposes of budgeting, bidders are requested to use 2,000 youth as the planning figure.

environmental restoration of critical hotspot areas across Malawi<sup>3</sup>. The objective of the Malawi Green Corps is to provide youth with employment<sup>4</sup> and on-the-job technical training to address youth unemployment, and create a pathway to green jobs by linking with business incubation programmes being supported by GoM, UNDP, ILO, the EU, FCDO, Royal Norwegian Embassy, African Development Bank and others. The bidder will deliver training focused on forest restoration, high-quality tree planting and care, site management, tool safety, native plant species conservation, invasive plant identification, environmental advocacy and communications, entrepreneurship, and other specialized topics to be agreed with the GoM (see Output 4 below) to equip members of the **Malawi Green Corps** to conduct environmental restoration.

The bidder/service provider will coordinate mentorship and hands-on environmental leadership training through project-based learning, and assist Malawian youth in developing future skills and building diverse networks with environmental organizations and businesses. UNDP will facilitate Malawi's transition to a green economy by assisting the bidder to connect **Green Corps** members with a growing network of environmental organizations and green businesses being supported by UNDP's Malawi Innovation Challenge Fund ([www.micf.mw](http://www.micf.mw)), the Malawi Growth Accelerator ([www.growmalawi.com](http://www.growmalawi.com)), and the new *Zanchito* entrepreneurship, vocational training and business incubation initiative starting in 2021 with co-finance from the EU<sup>5</sup>.

Following confirmation of the hotspots to be prioritized under existing frameworks<sup>6</sup>, cohorts of youth adjacent to these areas will be employed by the service provider on a staggered basis for deployment upon induction into the **Malawi Green Corps**<sup>7</sup>, setting the foundation for phased expansion to 2,000 youth, based on lessons learned from the initial cohorts supported under this national initiative. Green Corps candidates will acquire employment experience, develop their network with national environmental organizations, benefit from access to peer learning through online platforms to share experiences, develop new skills in environmental restoration through mentoring by government and non-government technical experts on ecosystem restoration.

The following are four key outputs expected to be delivered by the bidder:

#### ***Output 1: Malawi Green Corps Launched***

UNDP will sign partnership agreements with the Government of Malawi and the selected service provider for delivery of core objectives, including: identification and rehabilitation of environmental hotspots aligned to existing national priorities on watershed, forest and landscape restoration; confirmation of roles and responsibilities for district and community engagement; accountability and tracking system for salary payments (linked to national ID card); design and dissemination of online mentor and peer platform (to be co-supported by UNDP Acceleration Lab); M&E framework for measuring biophysical improvements in rehabilitated areas; and outreach and branding plan.

#### ***Output 2: Recruitment and Mobilization of Green Corps Cohorts***

Recruitment of youth will prioritize localizing economic benefits to host communities and districts, with preference to engaging workers living adjacent hotspot areas. Leveraging UNDP's partnership with Malawi's National Registration Bureau (NRB), biometric national ID cards will be used by the service provider to validate personnel and ensure transparency of labour inputs and remuneration. Recruitment guidelines will be finalized by the service provider in consultation with UNDP and GoM, incorporating gender, disability and income-poverty considerations. Consistent application of health and safety protocols, including those for COVID-19 as well as protection safeguards for vulnerable people, will be adhered to by all partners. The service providers must include personnel protective equipment (PPEs) as part of its procurement plan.

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<sup>3</sup> Hotspots will include areas of illegal waste disposal, micro-watershed catchments for forest regeneration, soil loss mitigation, and productive landscapes.

<sup>4</sup> As a guide to bidders, the GoM regulations for national minimum wage is US\$66/month (\$3.3/day) for unskilled labour. MWK50,000/month x 2,000 youth x 4 months = MWK400m (US\$529,100). Remuneration may be aligned with the National Youth service, a new initiative announced by the President of Malawi in early September 2020, and in accordance with UNDP Guidance Note on Cash-Based Interventions. Rates should be set to avoid labour market distortion and will be aligned with market rates for social protection beneficiaries.

<sup>5</sup> Linkages will also be made between the MGC and UNDP's partnership with UNCDF to create a Malawi window under the Build Fund to support entrepreneurs, see <https://www.uncdf.org/article/5305/the-build-fund>.

<sup>6</sup> For example, Malawi's National Resilience Strategy, National Forest Landscape Restoration Strategy, and Nationally Determined Contribution (NDC) under the Paris Agreement on Climate Change, Soil Loss Mitigation Plan.

<sup>7</sup> Targeting of MGC members will rely on eligibility criteria for the National Social Support Programme (MNSP) and will be vetted by UNDP and MFNR.

The service provider agreement with UNDP will adopt UNDP Social and Environmental Standards (SES) to strengthen the social and environmental outcomes of this initiative in order to avoid adverse impacts to people and the environment.

### ***Output 3: Restoration of Environmental Hotspots***

Up to 5,000ha of degraded land will be restored by the **Malawi Green Corps**, including through clean-up of illegal dump sites containing non-hazardous waste<sup>8</sup>. Recyclable materials will be diverted from the waste stream for repurposing, recycling and/or sale, providing further job and income generation opportunities. Afforestation and reforestation of degraded sites will focus on vulnerable watersheds and maximize use of fast-growing indigenous species of trees, shrubs and grasses suitable to the sites, with linkages to ongoing integrated watershed management and land restoration initiatives being delivered through government and development partners, including ecosystem-based adaptation initiatives financed through the GEF. For example, **Green Corps** members may work in similar locations to participants in the national social protection programme to ensure that restoration efforts are complementary, and may link to lake and river basin interventions under the existing Transformational Action for Resilience in Malawi (TRANSFORM) initiative.

### ***Output 4: Youth Skills Development and Peer Learning***

In parallel with Output 3, and through technical partners such as the Ministry of Natural Resources and Forests, the bidder will ensure members of the **Malawi Green Corps** will benefit from peer learning, transfer of employable skills, and opportunities for youth engagement in environmental networks and coalitions. Members of the corps will also receive training in social accountability, sexual and reproductive health and rights, and civic engagement in order to take advantage of opportunities from the bidder and/or other available training. Gender mainstreaming will also feature prominently by offering equal opportunities to young women and men to join the Green Corps, while also delivering protection and gender equality training including on SGBV and HIV/AIDS, to all members. While the CO has experience with each of these organizations, a RFP will be released to inform the final selection of service providers and performance milestones.

Outcome 4 will also identify opportunities to build the skills of youths so that they are able to develop and pursue nature-based businesses, including through grant applications to the new Zanchito initiative starting in 2021. This approach will expand the focus beyond employability to green business development. The bidder will collaborate with UNDP and the Zanchito initiative to promote *access* to skills development and entrepreneurship training.

A phased approach will be adopted for the **Malawi Green Corps**, with progressively higher level of skills development and youth ambition being linked to more diverse employment opportunities. Upon successful *graduation* from the Green Corps, members can elect to access through UNDP tailored trainings to support them to initiate green MSME start-ups, with preferential access to finance and/or technologies to facilitate revenue and business development. Subsequent phases will focus on sustainability of the corps through the state budget, and the long-term management of a cohort of MGC graduates who are willing to mentor newly inducted youth. In parallel, the CO will support government partners to develop a long-term green jobs strategy for youth. The bidder is required to outline in the methodology its approach to phasing of this initiative.

## **PART TWO**

### **1. Objectives of the assignment**

The key objective of this assignment is to train up to 2,000 youth (women and men) to undertake environmental restoration of critical hotspots identified by the Government of Malawi starting from March 1, 2021 to September 30, 2022.

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<sup>8</sup> Corps members will be linked by UNDP with community recycling and composting groups established with financial assistance from the Government of Japan and other partners, with a view to promoting revenue generation. Pre-screening of waste sites will be done by qualified technicians provided by the service provider, with health and safety equipment provided to MGC and other personnel by the bidder.

The Malawi Green Corps members will be recruited by the service provider over the contract period and will perform environmental restoration activities. They will be supervised on a day-by-day basis by the service provider under the overall monitoring of UNDP Malawi in collaboration with the government implementing partner for the existing TRANSFORM initiative, supported by technical departments within the Ministry of Forestry and Natural Resources (MFNR).

## **2. Approach**

Building on the experience of past environmental restoration and youth employment initiatives in Malawi specifically, and in Africa generally, the service provider will adopt a phased approach to enlist multiple cohorts of youth (up to a total of approximately 2,000) to deliver environmental restoration interventions. The service provider will have the responsibility of ensuring adherence to Malawi labor laws and compliance with UNDP SES standards. Malawi Green Corps members will be recruited from geographic areas adjacent environmental hotspots<sup>9</sup> and will be called upon to support sustainable management of restored sites in collaboration with district authorities and communities.

The Malawi Green Corps is a new initiative under the TRANSFORM programme and as such the capacities of MFNR and regular workload processes need to be aligned with the demands of youth recruitment, training, deployment and supervision. Accordingly, UNDP through the service provider shall assume direct supervision, management and implementation of the Malawi Green Corps in close collaboration with MFNR, which will be principally responsible for coordinating in-kind Government support to the operation (e.g., security, use of Government facilities, consultations with districts, local communities and public information).

## **3. Social and Environmental Standards**

The service provider that will enter into an agreement with UNDP should be cognizant of the fact that UNDP adopts stringent Social and Environmental Standards (SES) for all of the projects and programmes. UNDP is therefore committed to ensure that all activities and programs will be implemented in compliance with SES standards as outlined at: [https://info.undp.org/sites/bpps/SES\\_Toolkit/default.aspx](https://info.undp.org/sites/bpps/SES_Toolkit/default.aspx), and in accordance to the UN Secretary-General's bulletin on "Special Measure for Protection from Sexual Exploitation and Sexual Abuse", at <https://www.unhcr.org/protection/operations/405ac6614/secretary-generals-bulletin-special-measures-protection-sexual-exploitation.html>.

The objectives of the standards are to:

- Strengthen the social and environmental outcomes of UNDP projects;
- Avoid adverse impacts to people and the environment affected by projects;
- Minimise, mitigate, and manage adverse impacts where avoidance is not possible;
- Strengthen UNDP and partner capacities for managing social and environmental risks;
- Ensure full and effective stakeholder engagement, including an accessible mechanism to respond to complaints from project-affected people.

As part of its quality assurance process, UNDP will not support activities or programs that do not comply with Malawi laws and obligations under international law. UNDP will hold selected contractor accountable for their compliance to SES standards, Malawi labour laws and relevant international laws. Similarly, UNDP does not tolerate sexual misconduct by its personnel, agents or contractors in any form and will bring any possible violation to light and issue sanctions accordingly. UNDP Malawi will integrate the following overarching principles to strengthen social and environmental standards:

## **4. Methodology**

The UNDP Country Office in Malawi provides oversight of the TRANSFORM programme and will manage the contract with the bidder. Personnel from the TRANSFORM programme and UNDP's Accelerator Lab will work closely with the contractor on an operational level to support problem-solving, coordination, and integration with other youth employment, business incubation, and environmental entrepreneurship initiatives.

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<sup>9</sup> To avoid accommodation costs and associated risks of hosting large cohorts of MGC members overnight, personnel will be shuttled by bus to/from collection points in participating districts every day.

The service provider shall be engaged to manage the recruitment, training, deployment, support, payment and mobilisation of up to 2,000 Malawi Green Corps (MGC) members over 24 months. The bidder is required to describe in the submission the proposed methodology and eligibility criteria for phased recruitment, e.g., 200 youth/district in cohorts of 50 youth. In addition, approximately 5 on-site supervisors per district will need to be recruited from the districts and trained in advance by the service provider.

Based on an estimate of approximately 5 sites per district for restoration and/or rehabilitation works, each site may require up to 5 days of initial 'treatment' by the MGC teams, followed by regular maintenance. The bidder is required to outline in its methodology how it will manage logistics for this operation. For example, the bidder may wish to impose a 2 calendar week break between each phase of recruitment to allow project management to complete all required administrative procedures, and complete timely payments to MGC members before for the next cohort begins on another cluster of sites. The bidder will outline: the optimum number of sites per district to receive treatment simultaneously and sequentially; the volumes of funds to be handled for MGC payments; ability of the bidder, government partners and UNDP to supervise the numbers of MGC members deployed at one time; and approach to monitor intervention progress which is not spread over too wide an area. For example, reducing the number of phases and expanding the numbers of MGC members to deployed at one time is considered to be unwieldy and poses additional risk through the need for more logistical support and transportation required from monitoring a wider area.

The Contractor should pay careful attention to the welfare and support of the MGC cadre while they are deployed to the sites. The Contractor should establish a robust and expeditious response system to any complaint or issue raised by the MGC members or the public while they are engaged in restoration and rehabilitation works.

The conditions of service for the MGC members and on-site supervisors will be in the Malawi Labour Law on basic minimum wages and conditions. Payments to the MGC members will be handled by the contractor, with funds being transferred to the contractor from UNDP before each phase to cover the pre-deployment, salary and mobilisation fees. At the end of each phase the contract will acquit all payment to MGC members back to UNDP and resolve any payment issues which may have arisen, before the next phase commences. A complaints mechanism will be established by the contractor for any MGC member to use if there are questions or grievances on pay or conditions. The contractor will ensure each MGC member signs an employment contract before they are engaged which clearly states the scope and limitations of their engagement, payment times and rates provided, and in no way associates UNDP with the employment of these workers. Payments will be linked to the national ID to ensure transparency.

The geographical areas chosen for rehabilitation will be carefully chosen by MFNR, UNDP and the service provider based on evidence of demand and previous prioritization of hotspot sites. Considerations for the geographical targeting for each phase should be based on access conditions, scale of restoration/rehabilitation needs, and the ability of the MGC to address same, while ensuring no grounds to claim the phasing is biased or favours one district or region over another.

## **PART THREE**

### **Scope of Work**

This contract includes four pillars.

#### **1.1 Pillar 1: Selection of MGC Personnel (February to March 2021)**

A pool of up to 2,000 youth across multiple phases shall be identified by the selected bidder through this pillar. The bidder will be responsible for all logistics related to this deliverable. The bidder will be required to ensure that:

- a) Appropriate personnel are identified according to eligibility criteria proposed by bidder and endorsed by GoM and UNDP.
- b) Competitive recruitment process is released in districts through local media starting from February 2021.
- c) Applicants' basic biographic information (name, photograph, contact information, gender, age and other data) is captured in the MGC information system established by bidder to ensure alignment with

eligibility criteria.

## **1.2 Pillar 2: Orientation and Training of MGC Personnel (February to March 2021)**

MGC personnel recruited will be trained by bidder experts. On-site technical training will also include a component on the prevention of sexual harassment.

The bidder will perform the following functions:

- a) Provide logistics support (communicating, grouping participants, registering) for the training based in districts for both MGC members and district-based supervisors.
- b) Ensure that MGC members and district-based supervisors report to the designated training event to which they have been assigned.
- c) UNDP expects a gender balance in the recruitment of MGC members, the closer to 50% gender balance the more favourable the points given in the Technical Proposal.
- d) Ensure that stipend payments to MGC members are made, e.g., via EFT or mobile money.
- e) Letters of offers of engagement are prepared and transmitted to selected individuals based on the outcome of the bidder's assessment process, immediately after training of groups. It is expected that not all applicants will pass the training so a reserve group of applicants should also be included.
- f) After the training phase is completed the bidder will contract MGC personnel and will ensure that contracts are in accordance with relevant local labour laws, that contracts reflect sufficient flexibility for the termination of MGC members based on a range of criteria, such as, non-performance and appropriately avoid future scope for legal liabilities.
- g) Communicate with candidates as necessary to ensure all personnel have a signed contract and a letter of acceptance on file, as well as providing accurate account information for payments (linked to the national ID).
- h) The service provider will request medical certificates of fitness for work from successful candidates before deploying the selected MGC members to sites.

## **1.3 Pillar 3: Administration and management of MGC human resources**

The bidder will perform the following related functions:

- a) Manage the employment relationship with the MGC member for all provisions established in the contract.
- b) Coordinate and monitor the human resource component in close consultation with the UNDP Labour Specialist based on the Labour Management Procedures.
- c) Establish a system of one-to-one and group counselling for MGC members which will ensure that HR issues and complaints will be dealt with expeditiously.
- d) Establish a dedicated hotline to address MGC member concerns that may be raised before, during and after the recruitment process.
- e) Establish a robust monitoring mechanism to handle all issues and complaints where grievances from both the personnel and the public are received through a call centre. Track how the grievances are resolved. A database of any complaints is to be maintained. Periodic reports noting resolution of complaints with statistics should be provided to the TRANSFORM programme.
- f) Provide personnel welfare and medical support to the MGC members especially in remote and high-risk areas, including personal protective equipment (PPEs) against Covid-19 and apply physical distancing measures. Involve district welfare offices as early as possible in any intervention.
- g) The bidder will be responsible to provide workplace and accident insurance for the MGC member.
- h) Include a comprehensive induction programme on welfare issues (salary, allowances, medical, evacuation, leave, sexual harassment etc. which all recruited personnel are expected to sign as having gone through it and understood)



#### 1.4 Pillar 4: Administration and management of payroll funds through contract duration of recruited personnel.

MGC personnel will be paid a fixed monthly lump sum for successful restoration/rehabilitation of sites, to be transferred to each person by the bidder. Costs relating to transportation, trainings, PPEs, equipment (e.g., shovels, watering cans, wheelbarrows, safety equipment, etc.), supplies (e.g., saplings, , provision of on-site meals and beverages for MGC personnel are required to be estimated by the bidder as part of its financial proposal. The total amount required for payroll is estimated at US\$529,100, plus expenses for short-term on-site supervisors recruited from the district. The payroll component will be transferred by UNDP to the successful bidder for its administration based on submission of narrative and financial reports. The bidder will perform the following related functions relating to the administration and management of payroll funds:

- a) Establish a dedicated fund bank account to receive funds for the payment of personnel.
- b) Ensure that formal details and bank accounts for all temporary personnel are obtained, accurately recorded and maintained.
- c) Ensure that systems are in place to accurately record the receipt of funds by temporary personnel.
- d) Enable the release and payment of the salary component of the lump sum after verification of each officer having reported for duty throughout the whole phase of their deployment (prorated or fully negated if personnel are not in attendance against pre-agreed thresholds); and, a report of satisfactory performance to UNDP and GoM at the end of each phase.
- e) Ensure that tax related salary deductions are submitted to the Malawi Revenue Authority (MRA) on a monthly basis.
- f) Generate and distribute pay slips per phase to temporary personnel.
- g) Ensure that accurate and comprehensive documentation is maintained for audit purposes for all related transactions.
- h) Establish a team of dedicated finance and administration assistants available to address any complaints from personnel.

If any advance payment is required, it will be in accordance to UNDP advance payment policy. Refer Section 2 Instruction to Bidders, number 42. Bank Guarantee for Advanced Payment, for more detailed information.

#### Indicative Payment Schedule

Deliverables / Milestones	Due date	Payment percentage	Approved by
Payment upon submission and acceptances of Inception Report and Annual Workplan.	3 weeks after contract signature	5%	UNDP and GoM/IP
Payment upon submission and acceptances of following deliverables: Recruitment and Deployment of Cohort 1 .	60 days after contract signature	5%	UNDP and GoM/IP
Payment upon submission and acceptances of following deliverables: Completion of Round 1 Rehabilitation Works.	90 days after contract signature	10%	UNDP and GoM/IP
Payment upon submission and acceptances of following deliverables: Recruitment and Deployment of Cohort 2 and Completion of Round 2 of Rehabilitation Works.	180 days after contract signature	15%	UNDP and GoM/IP
Payment upon submission and acceptances of following deliverables: Recruitment and Deployment of Cohort 3 and Completion of Round 3 of Rehabilitation Works.	300 days after contract signature	15%	UNDP and GoM/IP



Payment upon submission and acceptances of following deliverables: Recruitment and Deployment of Cohort 4 and Completion of Round 4 of Rehabilitation Works.	390 days after contract signature	15%	UNDP and GoM/IP
Payment upon submission and acceptances of following deliverables: Recruitment and Deployment of Cohort 5 and Completion of Round 5 of Rehabilitation Works.	480 days after contract signature	15%	UNDP and GoM/IP
Payment upon submission and acceptances of following deliverables: Recruitment and Deployment of Cohort 6 and Completion of Round 6 of Rehabilitation Works.	580 days after contract signature	15%	UNDP and GoM/IP
Payment upon submission and acceptances of Final Narrative & Financial Report.	700 days after contract signature	5%	UNDP and GoM/IP

Applicable taxation between the personnel and the service provider shall be advised in the Supplied Staff's short-term employment contract and effectively applied by the service provider in accordance with Malawi legislative requirements.

Payments turn-around-time shall be within 30 calendar days following submission of invoices to UNDP Malawi Project Manager and his approval, in accordance with UNDP Terms and Conditions.

## 2. Key Performance indicators and Service Level

The service provider's performance will be monitored based on the following Key Performance Indicators (KPIs). The KPIs reflect the overall performance of the service provider as well as the performance of MGC members throughout the registration process (as part of service delivery). Within one month of signing the contract, the successful bidder will refine a KPI tracking matrix based on the table below and the following KPIs:

- a) Number of youth recruited (aiming for gender parity and providing employment opportunities for people living with HIV/AIDS, other health conditions and vulnerabilities). An update on registration needs to be submitted to UNDP on monthly basis.
- b) Percentage of turnover rate of MGC members on monthly basis (to monitor retention).
- c) Percentage of HR issues and complaints resolved within a given time (submission of monthly updates based on the complaints and feedback received from the hotline and the established monitoring system).
- d) Percentage of MGC members receiving medical support within 12 hours.
- e) Percentage of MGC member provided with the workplace & accident insurance.
- f) MGC member satisfaction survey at the end of each phase with at least 10 percent of cohort sampled.
- g) Number and size of rehabilitated/restored hotspots.
- h) Frequency of watering and maintenance of rehabilitated plots
- i) Survival rate of plantings (at 3 month intervals)
- j) Certification of proper disposal of waste (including estimate of kilograms and waste composition)

## 3. Project Management and Budget Monitoring

The bidder will be required to work closely with UNDP and MFNR on project management to ensure that key activities are conducted through the following steps:

- a) The bidder will meet all deliverables as provided in the schedule.
- b) UNDP and the bidder will jointly record and track the performance of individual temporary MGC members throughout the process and will inform the government if any further human resource intervention is required.

- c) Provide on a monthly basis a risk management matrix throughout the implementation of the process.
- d) Track personnel retention during the assignment period and action the recruitment of replacements as and when required.
- e) Issue disciplinary warnings and provide instructions to temporary personnel as and when required, including the possible termination of contracts.
- f) Track fund utilization against budget and targets achieved.
- g) Payment of fees to the bidder will be subject to the approval of both narrative and financial reports. The company should provide necessary proof that the payroll management ensures consistency, accountability and traceability. All payments should be well documented and the reference of the payment for each MGC member at each month should be clearly referenced to avoid duplication or to ease any audit review.

#### **4. Reporting Requirements**

The bidder will be required to provide spot narrative and financial reporting throughout the assignment, including:

- a) Provide financial reports as well as funds reconciliation on monthly and quarterly basis.
- b) Provide monthly narrative progress reports noting the achievement of set deliverables.
- c) Provide a monthly report on human resources issues (welfare, absence report, sick leave, complaints, harassment (including sexual) as required by UNDP.
- d) Retain all relevant records and reports regarding the performance of the above functions for up to 5 years after the expiration of the contract.
- e) Provide audited project findings within 6 months of the completion of the contract.
- f) Amounts due to the contractor shall be payable on the basis of the number of personnel engaged for each working day performed, including the training session and travel days.
- g) Rates and fees payable to the recruited personnel shall remain fixed for the period of the contract's tenure.
- h) The currency of payment shall be the one stated in the contract.
- i) Payments shall be invoiced as a total sum to UNDP at the end of each month and the service provider will be responsible for the short-term contract staff payments. A breakdown of the total amount specifying the names of the concerned employee must be supplied together with the monthly invoice.
- j) Applicable taxation between the personnel and the service provider shall be advised in the Supplied Staff's short-term employment contract and effectively applied by the service provider in accordance with Malawi legislative requirements.
- k) Payments turn-around-time shall be within 30 calendar days following submission of invoices to UNDP Malawi Project Manager and his approval.

#### **Expected duration of the contract/ assignment**

The duration of the contract is expected to be no longer than 24 months from 1 February 2021 to January 31, 2023.

#### **Duty station**

The contractor's Duty Station would be based in Lilongwe, Malawi, with outreach to approximately half of districts across the country, based on agreement with GoM of prioritized hotspot sites for rehabilitation.

#### **1. Professional qualification of the successful service provider and its key personnel**

The bidder should have at least 5 years in the management of human resources (with focus on youth engagement, empowerment and training) and financial systems in Malawi or/and other similar countries.

The bidder should have systems in place in order to receive amounts in tranches from UNDP for payroll to MGC members.

Bidders must indicate candidates for the following positions (refer to Technical Evaluation Criteria):

- Project Manager (full time):
- Human Resource Officer (full time):
- Financial Management Officer (full time):
- Legal Advisor (part time)
- Logistics and Supply Chain Officer (part time)
- Lead Environmental Expert (part time)
- On-site Environmental Technicians/Supervisors (5 positions – part time)

Justification for any proposed amendments to the proposed profile of the delivery team, including any additional personnel, must be included in the submission by the bidder.

## **2. Standard of care**

- The bidder is expected, in the performance of its services, to exercise reasonable, skill, care and diligence, expected from a service provider experienced in the provision of such services for projects of similar size, nature and complexity.
- The service provider shall perform the services with a view of satisfying any function and purpose that may be described in the Terms of Reference.

Initial Indicator Matrix for the Service Provider				
Topic/Component	Purpose and indicator area	Means of Verification	Frequency	Responsibility
<b>Training</b>	Understanding and satisfaction level of MGC members of the training	Pre and Post Training evaluation form	After every training	Bidder
<b>Deployment process</b>	To understand the issues related to deployment process	Complaint form	During and post deployment	Bidder
<b>Registration</b>	Payroll database linked to national ID card	Monthly update	monthly	Bidder
<b>Payment</b>	To understand that the payment are smoothly transferred to the MGC member	Complaint form and call centre report	Regular basis	Bidder
<b>Turnover of MGC member</b>	To understand the turnover rate	Monthly report	weekly	Bidder
<b>Complaint mechanism</b>	To understand the grievance redressal mechanism	Monthly report	Monthly	Bidder
<b>Field emergency/ medical support</b>	To understand the time taken to address the medical emergency in the field	Complaint redressal form/ feedback from the field	Monthly	Bidder
<b>Workplace &amp; accident insurance</b>	MGC member provided with the workplace & accident insurance	Checklist before deployment	Monthly	Bidder
<b>Satisfaction survey</b>	To understand the satisfaction level of working	Exist survey questionnaire (sampled)	End of each cohort mobilization	Bidder
<b>Monthly Narrative report</b>	Progress report on performance milestones, operations, issues and results (e.g., number and size of rehabilitated sites, post-restoration management agreements with communities and districts, volume and composition of waste clean-up, incubation of young entrepreneurs, training, knowledge networks, environmental awareness benchmarks)	Monthly Report	Monthly	Bidder
<b>Monthly Financial report</b>	To reconcile financial transactions	Monthly Report	Monthly	Bidder

## SECTION 6: RETURNABLE BIDDING FORMS / CHECKLIST

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

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

### Technical Proposal Envelope:

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

### Financial Proposal Envelope

**(Must be submitted in a separate sealed envelope/password protected document through etender)**

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

## FORM A: TECHNICAL PROPOSAL SUBMISSION FORM

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

We, the undersigned, offer to provide the services for [Insert Title of services] in accordance with your Request for Proposal No. [Insert RFP Reference Number] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal and our Financial Proposal sealed under a separate envelope.

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

- a) is not under procurement prohibition by the United Nations, including but not limited to prohibitions derived from the Compendium of United Nations Security Council Sanctions Lists;
- b) have not been suspended, debarred, sanctioned or otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization;
- c) have no conflict of interest in accordance with Instruction to Bidders Clause 4;
- 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

<b>Legal name of Bidder</b>	[Complete]
<b>Legal address</b>	[Complete]
<b>Year of registration</b>	[Complete]
<b>Bidder's Authorized Representative Information</b>	Name and Title: [Complete] Telephone numbers: [Complete] Email: [Complete]
<b>Are you a UNGM registered vendor?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, [insert UGNM vendor number]
<b>Are you a UNDP vendor?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, [insert UNDP vendor number]
<b>Countries of operation</b>	[Complete]
<b>No. of full-time employees</b>	[Complete]
<b>Quality Assurance Certification (e.g. ISO 9000 or Equivalent) (If yes, provide a Copy of the valid Certificate):</b>	[Complete]
<b>Does your Bidder hold any accreditation such as ISO 14001 related to the environment? (If yes, provide a Copy of the valid Certificate):</b>	[Complete]
<b>Does your Bidder have a written Statement of its Environmental Policy? (If yes, provide a Copy)</b>	[Complete]
<b>Contact person UNDP may contact for requests for clarification during Proposal evaluation</b>	Name and Title: [Complete] Telephone numbers: [Complete] Email: [Complete]
<b>Please attach the following documents:</b>	<ul style="list-style-type: none"> <li>▪ Bidder Profile, which should <u>not</u> exceed fifteen (15) pages, including printed brochures and product catalogues relevant to the goods/services being procured</li> <li>▪ Certificate of Incorporation/ Business Registration</li> <li>▪ Tax Registration/Payment Certificate issued by the Internal Revenue Authority evidencing that the 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:	[Insert Name of Bidder]	Date:	Select date
RFP reference:	[Insert RFP Reference Number]		

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

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

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

☐ Letter of intent to form a joint venture **OR** ☐ 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:  
\_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

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

<input type="checkbox"/> Contract non-performance did not occur for the last 3 years			
<input type="checkbox"/> Contract(s) not performed for 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)

<input type="checkbox"/> No litigation history for the last 3 years			
<input type="checkbox"/> Litigation History as indicated below			
Year of dispute	Amount in dispute (in US\$)	Contract Identification	Total Contract Amount (current value in US\$)
		Name of Client: Address of Client: Matter in dispute: Party who initiated the dispute: Status of dispute: Party awarded if resolved:	

### Previous Relevant Experience

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

List only those assignments for which the Bidder was legally contracted or sub-contracted by the Client as a bidder 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

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

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

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

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

## FORM E: FORMAT OF TECHNICAL PROPOSAL

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

The Bidder's proposal should be organized to follow this format of Technical Proposal. Where the bidder is presented with a requirement or asked to use a specific approach, the bidder must not only state its acceptance, but also describe how it intends to comply with the requirements. Where a descriptive response is requested, failure to provide the same will be viewed as non-responsive.

### SECTION 1: Bidder's qualification, capacity and expertise

- 1.1 Brief description of the organization, including the year and country of incorporation, and types of activities undertaken.
- 1.2 General organizational capability which is likely to affect implementation: management structure, financial stability and project financing capacity, project management controls, extent to which any work would be subcontracted (if so, provide details).
- 1.3 Relevance of specialized knowledge and experience on similar engagements done in the region/country.
- 1.4 Quality assurance procedures and risk mitigation measures.
- 1.5 Organization's commitment to sustainability.

### SECTION 2: Proposed Methodology, Approach and Implementation Plan

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

- 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

<b>Name of Personnel</b>	[Insert]
<b>Position for this assignment</b>	[Insert]
<b>Nationality</b>	[Insert]
<b>Language proficiency</b>	[Insert]
<b>Education/ Qualifications</b>	<i>[Summarize college/university and other specialized education of personnel member, giving names of schools, dates attended, and degrees/qualifications obtained.]</i> [Insert]
<b>Professional certifications</b>	<i>[Provide details of professional certifications relevant to the scope of services]</i> ▪ Name of institution: [Insert] ▪ Date of certification: [Insert]
<b>Employment Record/ Experience</b>	<i>[List all positions held by personnel (starting with present position, list in reverse order), giving dates, names of employing organization, title of position held and location of employment. For experience in last five years, detail the type of activities performed, degree of responsibilities, location of assignments and any other information or professional experience considered pertinent for this assignment.]</i> [Insert]
<b>References</b>	<i>[Provide names, addresses, phone and email contact information for two (2) references]</i> Reference 1: [Insert]  Reference 2: [Insert]

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

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

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

## FORM F: FINANCIAL PROPOSAL SUBMISSION FORM

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

We, the undersigned, offer to provide the services for [Insert Title of services] in accordance with your Request for Proposal No. [Insert RFP Reference Number] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal and our Financial Proposal sealed under a separate envelope.

Our attached Financial Proposal is for the sum of [Insert amount in words and figures].

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

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

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

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

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

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

*[Stamp with official stamp of the Bidder]*

## FORM G: FINANCIAL PROPOSAL FORM

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

The Bidder is required to prepare the Financial Proposal following the below format and submit it in an envelope separate from the Technical Proposal as indicated in the Instruction to Bidders. Any Financial information provided in the Technical Proposal shall lead to Bidder's disqualification.

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

Currency of the proposal: [Insert Currency]

**Table 1: Summary of Overall Prices**

	Amount(s)
<b>Professional Fees</b> (from Table 2)	
<b>Other Costs</b> (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
		<i>A</i>	<i>B</i>	<i>C=A+B</i>
Project Manager (full time)				
Human Resource Officer (full time):				
Financial Management Officer (full time)				
Legal Advisor (part time)				
Logistics and Supply Chain Officer (part time)				
Lead Environmental Expert (part time)				
On-site Environmental Technicians/Supervisors (5 positions – part time)				
Please specify other team members with justification.				
<b>Subtotal Professional Fees:</b>				

**Table 3: Breakdown of Other Costs**

Description	UOM	Quantity	Unit Price	Total Amount
Administrative costs	Sum			
International flights	Trip			
Subsistence allowance	Day			
Miscellaneous travel expenses	Trip			
Local transportation costs (incl. of MGC members, materials, disposal of waste)	Lump Sum			
Safety equipment (specify)	Unit			
COVID-19 PPE (specify)	Unit			
Materials (specify by item, e.g. MGC t-shirts, shovels, saplings, bins, gloves, wheelbarrows, etc.)	Unit			
Meals/refreshments for MGC members and on-site supervisors	Per person			
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
Recruitment of MGC members and local on-site supervisors				
Training materials and delivery of training				
Communications/Media and Outreach				