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United Nations Development Programme



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REQUEST FOR PROPOSAL

Provision of Internet Services to UNDP Country Office, Sub Offices and Project Office

RFP No: UNDP-RFP-2021-147

JTN: 15016 Country: UNDP Pakistan Issued on: 4 May 2021

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Section 1. Letter of Invitation

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

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

Section 1: This Letter of Invitation Section 2: Instruction to Bidders Section 3: Bid Data Sheet (BDS) Section 4: Evaluation Criteria Section 5: Terms of Reference Section 6: Returnable Bidding Forms

- Form A: Technical Proposal Submission Form
- Form B: Bidder Information Form
- Form C: Joint Venture/Consortium/Association Information Form (Not Applicable)
- o Form D: Qualification Form
- o Form E: Format of Technical Proposal
- o Form F: Financial Proposal Submission Form
- o Form G: Financial Proposal Form
- Form H: Form of Proposal Security

Section 7: Form of Performance Security

If you are interested in submitting a Proposal in response to this RFP, please prepare your Proposal in accordance with the requirements and procedure as set out in this RFP and submit it by the Deadline for Submission of Proposals i.e. **26 May 2021 (12:30 PM Pakistan Standard Time) OR 03:30 AM EDT** set out in Bid Data Sheet, through UNDP E-Tendering System https://etendering.partneragencies.org

Please acknowledge receipt of this RFP by sending an email to pakistan.procurement.info@undp.org, indicating whether you intend to submit a Proposal or otherwise. You may also utilize the "Accept Invitation" function on or before 12 May 2021 in e-Tendering 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:

Kanwal Abbas

Name: Kanwal Abbas Title: Procurement Specialist. Date: **May 4, 2021** Approved by:

(for) AMuch --

Name: Knut Ostby Title: Resident Representative Date: **May 4, 2021**



Section 2. Instruction to Bidders

GENERAL PROVISIONS			
1. Introduction	1.1	Bidders shall adhere to all the requirements of this RFP, including any amendments in writing by UNDP. This RFP is conducted in accordance with the UNDP Programme and Operations Policies and Procedures (POPP) on Contracts and Procurement which can be accessed at <u>https://popp.undp.org/SitePages/POPPBSUnit.aspx?TermID=254a9f96- b883-476a-8ef8-e81f93a2b38d</u> Any Proposal submitted will be regarded as an offer by the Bidder and does not constitute or imply the acceptance of the Proposal by UNDP. UNDP is under no obligation to award a contract to any Bidder as a result of this RFP.	
	1.3	As part of the bid, it is desired that the Bidder registers at the United Nations Global Marketplace (UNGM) website (<u>www.ungm.org</u>). The Bidder may still submit a bid even if not registered with the UNGM. However, if the Bidder is selected for contract award, the Bidder must register on the UNGM prior to contract signature.	
2. Fraud & Corruption, Gifts and Hospitality	2.1	UNDP strictly enforces a policy of zero tolerance on proscribed practices, including fraud, corruption, collusion, unethical or unprofessional practices, and obstruction of UNDP vendors and requires all bidders/vendors observe the highest standard of ethics during the procurement process and contract implementation. UNDP's Anti-Fraud Policy can be found at http://www.undp.org/content/undp/en/home/operations/accountability/au dit/office_of_audit_andinvestigation.html#anti	
	2.2	Bidders/vendors shall not offer gifts or hospitality of any kind to UNDP staff members including recreational trips to sporting or cultural events, theme parks or offers of holidays, transportation, or invitations to extravagant lunches or dinners.	
	2.3	 In pursuance of this policy, UNDP (a) Shall reject a proposal if it determines that the selected bidder has engaged in any corrupt or fraudulent practices in competing for the contract in question; (b) Shall declare a vendor ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the vendor has engaged in any corrupt or fraudulent practices in competing for, or in executing a UNDP contract. 	
	2.4	All Bidders must adhere to the UN Supplier Code of Conduct, which may be found at http://www.un.org/depts/ptd/pdf/conduct_english.pdf	
3. Eligibility	3.1	A vendor should not be suspended, debarred, or otherwise identified as ineligible by any UN Organisation or the World Bank Group or any other international Organisation. Vendors are therefore required to disclose to UNDP whether they are subject to any sanction or temporary suspension imposed by these organisations.	
	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.
1 Bidders must strictly avoid conflicts with other assignments or their own interests, and act without consideration for future work. Bidders found to have a conflict of interest shall be disqualified. Without limitation on the generality of the above, Bidders, and any of their affiliates, shall be considered to have a conflict of interest with one or more parties in this solicitation process, if they:
 a) Are or have been associated in the past, with a firm or any of its affiliates which have been engaged by UNDP to provide services for the preparation of the design, specifications, Terms of Reference, cost analysis/estimation, and other documents to be used for the procurement of the goods and services in this selection process; b) Were involved in the preparation and/or design of the programme/project related to the services requested under this RFP; or c) Are found to be in conflict for any other reason, as may be established by, or at the discretion of UNDP. 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 such a conflict exists.
3 Similarly, the Bidders must disclose in their proposal their knowledge of the following:
 a) If the owners, part-owners, officers, directors, controlling shareholders, of the bidding entity or key personnel are family members of UNDP staff involved in the procurement functions and/or the Government of the country or any Implementing Partner receiving services under this RFP; and b) All other circumstances that could potentially lead to actual or perceived
conflict of interest, collusion or unfair competition practices.
Failure to disclose such an information may result in the rejection of the proposal or proposals affected by the non-disclosure.
⁴ 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.
PREPARATION OF PROPOSALS
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.
2 The Bidder will not be permitted to take advantage of any errors or omissions in the RFP. Should such errors or omissions be discovered, the Bidder must notify the UNDP

6. Cost of Preparation of Proposal	5.1 The Bidder shall bear any and all costs related to the preparation and/or submission of the Proposal, regardless of whether its Proposal was selected or not. UNDP shall not be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process.
7. Language	The Proposal, as well as any and all related correspondence exchanged by the Bidder and UNDP, shall be written in the language (s) specified in the BDS.
8. Documents Comprising the Proposal	 The Proposal shall comprise of the following documents: a) Documents Establishing the Eligibility and Qualifications of the Bidder; b) Technical Proposal; c) Financial Proposal; d) Proposal Security, if required by BDS; e) Any attachments and/or appendices to the Proposal.
9. Documents Establishing the Eligibility and Qualifications of the Bidder	The Bidder shall furnish documentary evidence of its status as an eligible and qualified vendor, using the Forms provided under Section 6 and providing documents required in those forms. In order to award a contract to a Bidder, its qualifications must be documented to UNDP's satisfaction.
10.Technical Proposal Format and Content	 0.1 The Bidder is required to submit a Technical Proposal using the Standard Forms and templates provided in Section 6 of the RFP. 0.2 The Technical Proposal shall not include any price or financial information A Technical Proposal containing material financial information may be declared non-responsive.
	0.3 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
	0.4 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 shal be provided in the language of the Bid as specified in the BDS.
11.Financial Proposals	1.1 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.
	1.2 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.
	1.3 Prices and other financial information must not be disclosed in any other place except in the financial proposal.
12. Proposal Security	2.1 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.	
	.2 The Proposal Security shall be included along with the Technical Proposal Proposal Security is required by the RFP but is not found along with Technical Proposal, the Proposal shall be rejected.	
	.3 If the Proposal Security amount or its validity period is found to be less t what is required by UNDP, UNDP shall reject the Proposal.	:han
	In the event an electronic submission is allowed in the BDS, Bidders sinclude a copy of the Bid Security in their proposal and the original of Proposal Security must be sent via courier or hand delivery as per instructions in BDS.	the
	.5 The Proposal Security may be forfeited by UNDP, and the Proposal reject in the event of any one or combination, of the following conditions:	ted,
	 a) If the Bidder withdraws its offer during the period of the Prop Validity specified in the BDS, or; b) In the event if the successful Bidder fails: i. to sign the Contract after UNDP has issued an award; or 16 to furnish the Performance Security, insurances, or other documents UNDP may require as a condition precedent to the effectivity of the cont that may be awarded to the Bidder. 	that
13. Currencies	All prices shall be quoted in the currency or currencies indicated in the E Where Proposals are quoted in different currencies, for the purpose comparison of all Proposals:	
	a) UNDP will convert the currency quoted in the Proposal into the UN preferred currency, in accordance with the prevailing UN operation rate of exchange on the last day of submission of Proposals; and	
	b) In the event that UNDP selects a proposal for award that is quoted currency different from the preferred currency in the BDS, UNDP se reserve the right to award the contract in the currency of UNI preference, using the conversion method specified above.	shall
14. Joint Venture, Consortium or Association	If the Bidder is a group of legal entities that will form or have formed a J Venture (JV), Consortium or Association for the Proposal, they shall con in their Proposal that : (i) they have designated one party to act as a entity, duly vested with authority to legally bind the members of the Consortium or Association jointly and severally, which shall be evider by a duly notarized Agreement among the legal entities, and submi with the Proposal; and (ii) if they are awarded the contract, the contract s be entered into, by and between UNDP and the designated lead entity, shall be acting for and on behalf of all the member entities comprising joint venture.	firm lead e JV, nced tted shall who
	.2 After the Deadline for Submission of Proposal, the lead entity identifie represent the JV, Consortium or Association shall not be altered without prior written consent of UNDP.	
	.3 The lead entity and the member entities of the JV, Consortium Association shall abide by the provisions of Clause 9 herein in respec	

	submitting only one proposal.
	4.4 The description of the organisation 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.
	4.5 A JV, Consortium or Association in presenting its track record and experience should clearly differentiate between:
	 a) Those that were undertaken together by the JV, Consortium or Association; and
	 b) Those that were undertaken by the individual entities of the JV, Consortium or Association.
	4.6 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.
	4.7 JV, Consortium or Associations are encouraged for high value, multi-sectoral requirements when the spectrum of expertise and resources required may not be available within one firm.
15.Only One Proposal	5.1 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.
	 5.2 Proposals submitted by two (2) or more Bidders shall all be rejected if they are found to have any of the following: a) they have at least one controlling partner, director or shareholder in common; or b) any one of them receive or have received any direct or indirect subsidy from the other/s; or c) they have the same legal representative for purposes of this RFP; or d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about, or influence on the Proposal of, another Bidder regarding this RFP process; e) they are subcontractors to each other's Proposal, or a subcontractor to one Proposal also submits another Proposal under its name as lead Bidder; or f) some key personnel proposed to be in the team of one Bidder participates in more than one Proposal received for this RFP process. This condition relating to the personnel, does not apply to subcontractors being included in more than one Proposal.
16.Proposal Validity	6.1 Proposals shall remain valid for the period specified in the BDS, commencing

Period		on the Deadline for Submission of Proposals. A Proposal valid for a shorter period may be rejected by UNDP and rendered non-responsive.
	16.2	During the Proposal validity period, the Bidder shall maintain its original Proposal without any change, including the availability of the Key Personnel, the proposed rates and the total price.
17.Extension of Proposal Validity Period	17.1	In exceptional circumstances, prior to the expiration of the proposal validity period, UNDP may request Bidders to extend the period of validity of their Proposals. The request and the responses shall be made in writing, and shall be considered integral to the Proposal.
	17.2	If the Bidder agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal.
	17.3	The Bidder has the right to refuse to extend the validity of its Proposal, and in which case, such Proposal will not be further evaluated.
18.Clarification of Proposal	18.1	Bidders may request clarifications on any of the RFP documents no later than the date indicated in the BDS. Any request for clarification must be sent in writing in the manner indicated in the BDS. If inquiries are sent other than specified channel, even if they are sent to a UNDP staff member, UNDP shall have no obligation to respond or confirm that the query was officially received.
	18.2	UNDP will provide the responses to clarifications through the method specified in the BDS.
	18.3	UNDP shall endeavour to provide responses to clarifications in an expeditious manner, but any delay in such response shall not cause an obligation on the part of UNDP to extend the submission date of the Proposals, unless UNDP deems that such an extension is justified and necessary.
19.Amendment of Proposals	19.1	At any time prior to the deadline of Proposal submission, UNDP may for any reason, such as in response to a clarification requested by a Bidder, modify the RFP in the form of an amendment to the RFP. Amendments will be made available to all prospective bidders.
	19.2	If the amendment is substantial, UNDP may extend the Deadline for submission of proposal to give the Bidders reasonable time to incorporate the amendment into their Proposals.
20. Alternative Proposals	20.1	Unless otherwise specified in the BDS, alternative proposals shall not be considered. If submission of alternative proposal is allowed by BDS, a Bidder may submit an alternative proposal, but only if it also submits a proposal conforming to the RFP requirements. UNDP shall only consider the alternative proposal offered by the Bidder whose conforming proposal ranked the highest as per the specified evaluation method. Where the conditions for its acceptance are met, or justifications are clearly established, UNDP reserves the right to award a contract based on an alternative proposal.

	20.2 If multiple/alternative proposals are being submitted, they must be clearly marked as "Main Proposal" and "Alternative Proposal"
21.Pre-Bid Conference	21.1 When appropriate, a Bidder's conference will be conducted at the date, time and location specified in the BDS. All Bidders are encouraged to attend. Non-attendance, however, shall not result in disqualification of an interested Bidder. Minutes of the Bidder's conference will be disseminated on the procurement website and shared by email or on the e-Tendering platform as specified in the BDS. No verbal statement made during the conference shall modify the terms and conditions of the RFP, unless specifically incorporated in the Minutes of the Bidder's Conference or issued/posted as an amendment to RFP.
	SUBMISSION AND OPENING OF PROPOSALS
22. Submission	22.1 The Bidder shall submit a duly signed and complete Proposal comprising the documents and forms in accordance with the requirements in the BDS. The submission shall be in the manner specified in the BDS.
	22.2 The Proposal shall be signed by the Bidder or person(s) duly authorized to commit the Bidder. The authorization shall be communicated through a document evidencing such authorization issued by the legal representative of the bidding entity, or a Power of Attorney, accompanying the Proposal.
	22.3 Bidders must be aware that the mere act of submission of a Proposal, in and of itself, implies that the Bidder fully accepts the UNDP General Contract Terms and Conditions.
Hard copy (manual) submission	22.4 Hard copy (manual) submission by courier or hand delivery allowed or specified in the BDS shall be governed as follows:
	g) 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.
	h) The Technical Proposal and the Financial Proposal envelopes MUST BE COMPLETELY SEPARATE and each of them must be submitted sealed individually and clearly marked on the outside as either "TECHNICAL PROPOSAL" or "FINANCIAL PROPOSAL", as appropriate. Each envelope SHALL clearly indicate the name of the Bidder. The outer envelopes shall:
	i. Bear the name and address of the bidder;
	ii. Be addressed to UNDP as specified in the BDS
	iii. Bear a warning that states "Not to be opened before the time and date for proposal opening" as specified in the BDS.

Email Submission		If the envelopes and packages with the Proposal are not sealed and marked as required, UNDP shall assume no responsibility for the misplacement, loss, or premature opening of the Proposal.
		nail submission, if allowed or specified in the BDS, shall be governed as llows:
	a)	Electronic files that form part of the proposal must be in accordance with the format and requirements indicated in BDS;
	b)	The Technical Proposal and the Financial Proposal files MUST BE COMPLETELY SEPARATE. The financial proposal shall be encrypted with different passwords and clearly labelled. The files must be sent to the dedicated email address specified in the BDS.
e-Tendering submission	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.
		ectronic submission through eTendering, if allowed or specified in the DS, shall be governed as follows:
	a)	Electronic files that form part of the proposal must be in accordance with the format and requirements indicated in BDS;
	b)	The Technical Proposal and the Financial Proposal files MUST BE COMPLETELY SEPARATE and each of them must be uploaded individually and clearly labelled.
	d)	The Financial Proposal file must be encrypted with a password so that it cannot be opened nor viewed until the password is provided. The password for opening the Financial Proposal should be provided only upon request of UNDP. UNDP will request password only from bidders whose technical proposal has been found to be technically responsive. Failure to provide the correct password may result in the proposal being rejected.
	c)	Documents which are required to be in original form (e.g. Bid Security, etc.) must be sent via courier or hand delivery as per the instructions in BDS.
	d)	eTendering system are provided in the eTendering system Bidder User Guide and Instructional videos available on this link:
		http://www.undp.org/content/undp/en/home/operations/procurement/ business/procurement-notices/resources/
23.Deadline for Submission of Proposals and Late	th	omplete Proposals must be received by UNDP in the manner, and no later an the date and time, specified in the BDS. UNDP shall only recognize the ate and time that the bid was received by UNDP
Proposals		NDP shall not consider any Proposal that is submitted after the deadline r the submission of Proposals.
Submission of Proposals and Late	23.1 Cc th da 23.2 UI	BDS. Detailed instructions on how to submit, modify or cancel a bid in the eTendering system are provided in the eTendering system Bidder U Guide and Instructional videos available on this link: <u>http://www.undp.org/content/undp/en/home/operations/procurement- business/procurement-notices/resources/</u> complete Proposals must be received by UNDP in the manner, and no an the date and time, specified in the BDS. UNDP shall only recognize ate and time that the bid was received by UNDP

24. Withdrawal, Substitution, and Modification of Proposals	 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. 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" 24.3 eTendering: A Bidder may withdraw, substitute or modify its Proposal by Canceling, Editing, and re-submitting the proposal directly in the system. It is the responsibility of the Bidder to properly follow the system instructions, duly edit and submit a substitution or modification of the Proposal as needed. Detailed instructions on how to cancel or modify a Proposal directly in the system are provided in Bidder User Guide and Instructional videos.
	24.4 Proposals requested to be withdrawn shall be returned unopened to the Bidders (only for manual submissions), except if the bid is withdrawn after the bid has been opened
25. Proposal Opening	25.1 There is no public bid opening for RFPs. UNDP shall open the Proposals in the presence of an ad-hoc committee formed by UNDP, consisting of at least two (2) members. In the case of e-Tendering submission, bidders will receive an automatic notification once their proposal is opened.
	EVALUATION OF PROPOSALS
26. Confidentiality	26.1 Information relating to the examination, evaluation, and comparison of Proposals, and the recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process, even after publication of the contract award.
	26.2 Any effort by a Bidder or anyone on behalf of the Bidder to influence UNDP in the examination, evaluation and comparison of the Proposals or contract award decisions may, at UNDP's decision, result in the rejection of its Proposal and may be subject to the application of prevailing UNDP's vendor sanctions procedures.
27.Evaluation of Proposals	27.1 The Bidder is not permitted to alter or modify its Proposal in any way after the proposal submission deadline except as permitted under Clause 24 of this RFP. UNDP will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.
	 27.2 Evaluation of proposals is made of the following steps: i) Preliminary Examination j) Minimum Eligibility and Qualification (if pre-qualification is not done) k) Evaluation of Technical Proposals l) Evaluation of Financial Proposals
28. Preliminary	28.1 UNDP shall examine the Proposals to determine whether they are complete

Examination		with respect to minimum documentary requirements, whether the documents have been properly signed, and whether the Proposals are generally in order, among other indicators that may be used at this stage. UNDP reserves the right to reject any Proposal at this stage.
29.Evaluation of Eligibility and Qualification	29.1	Eligibility and Qualification of the Bidder will be evaluated against the Minimum Eligibility/Qualification requirements specified in the Section 4 (Evaluation Criteria).
	29.2	 In general terms, vendors that meet the following criteria may be considered qualified: a) They are not included in the UN Security Council 1267/1989 Committee's list of terrorists and terrorist financiers, and in UNDP's ineligible vendors' list; b) They have a good financial standing and have access to adequate financial resources to perform the contract and all existing commercial commitments, c) They have the necessary similar experience, technical expertise, production capacity where applicable, quality certifications, quality assurance procedures and other resources applicable to the provision of the services required; d) They are able to comply fully with UNDP General Terms and Conditions of Contract; e) They do not have a consistent history of court/arbitral award decisions against the Bidder; and f) They have a record of timely and satisfactory performance with their clients.
30. Evaluation of Technical and Financial Proposals	30.1	The evaluation team shall review and evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and other RFP documents, applying the evaluation criteria, sub-criteria, and point system specified in the Section 4 (Evaluation Criteria). A Proposal shall be rendered non-responsive at the technical evaluation stage if it fails to achieve the minimum technical score indicated in the BDS. When necessary and if stated in the BDS, UNDP may invite technically responsive bidders for a presentation related to their technical proposals. The conditions for the presentation shall be provided in the bid document where required.
	30.2	In the second stage, only the Financial Proposals of those Bidders who achieve the minimum technical score will be opened for evaluation. The Financial Proposals corresponding to Technical Proposals that were rendered non-responsive shall remain unopened, and, in the case of manual submission, be returned to the Bidder unopened. For emailed Proposals and e-tendering submissions, UNDP will not request for the password of the Financial Proposals of bidders whose Technical Proposal were found not responsive.
	30.3	The evaluation method that applies for this RFP shall be as indicated in the BDS, which may be either of two (2) possible methods, as follows: (a) the lowest priced method which selects the lowest evaluated financial proposal of the technically responsive Bidders; or (b) the combined scoring method

	which will be based on a combination of the technical and financial score.
	30.4 When the BDS specifies a combined scoring method, the formula for the rating of the Proposals will be as follows:
	Rating the Technical Proposal (TP):
	TP Rating = (Total Score Obtained by the Offer / Max. Obtainable Score for TP) x 100
	Rating the Financial Proposal (FP):
	FP Rating = (Lowest Priced Offer / Price of the Offer Being Reviewed) × 100
	Total Combined Score:
	Combined Score = (TP Rating) x (Weight of TP, e.g. 70%) + (FP Rating) x (Weight of FP, e.g., 30%)
31. Due Diligence	31.1 UNDP reserves the right to undertake a due diligence exercise, also called post qualification, aimed at determining to its satisfaction, the validity of the information provided by the Bidder. Such exercise shall be fully documented and may include, but need not be limited to, all or any combination of the following:
	 a) Verification of accuracy, correctness and authenticity of information provided by the Bidder; b) Validation of extent of compliance to the RFP requirements and evaluation criteria based on what has so far been found by the evaluation team; c) Inquiry and reference checking with Government entities with jurisdiction on the Bidder, or with previous clients, or any other entity that may have done business with the Bidder; d) Inquiry and reference checking with previous clients on the performance on on-going or contracts completed, including physical inspections of previous works, as necessary; e) Physical inspection of the Bidder's offices, branches or other places where business transpires, with or without notice to the Bidder; f) Other means that UNDP may deem appropriate, at any stage within the selection process, prior to awarding the contract.
32. Clarification of Proposals	 32.1 To assist in the examination, evaluation and comparison of Proposals, UNDP may, at its discretion, ask any Bidder for a clarification of its Proposal. 32.2 UNDP's request for clarification and the response shall be in writing and no change in the prices or substance of the Proposal shall be sought, offered, or permitted, except to provide clarification, and confirm the correction of any arithmetic errors discovered by UNDP in the avaluation of the Proposal.
	arithmetic errors discovered by UNDP in the evaluation of the Proposals, in accordance with RFP.
	32.3 Any unsolicited clarification submitted by a Bidder in respect to its Proposal, which is not a response to a request by UNDP, shall not be considered during

		the review and evaluation of the Proposals.	
33.Responsiveness of Proposal	33.1	UNDP's determination of a Proposal's responsiveness will be based on the contents of the Proposal itself. A substantially responsive Proposal is one that conforms to all the terms, conditions, TOR and other requirements o the RFP without material deviation, reservation, or omission.	
	33.2	If a Proposal is not substantially responsive, it shall be rejected by UNDP and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.	
34. Nonconformities, Reparable Errors and Omissions	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.	
	34.2	UNDP may request the Bidder to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Proposal related to documentation requirements. Such omission shall not be related to any aspect of the price of the Proposal. Failure of the Bidder to comply with the request may result in the rejection of its Proposal.	
	34.3	For Financial Proposal that has been opened, UNDP shall check, and correct arithmetical errors as follows:	
		 a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of UNDP there is an obvious misplacement of the decimal point in the unit price; in which case the line item total as quoted shall govern and the unit price shall be corrected; 	
		b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail, and the total shall be corrected; and	
		c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail.	
	34.4	If the Bidder does not accept the correction of errors made by UNDP, its Proposal shall be rejected.	
		AWARD OF CONTRACT	
35.Right to Accept, Reject, Any or All Proposals	35.1	UNDP reserves the right to accept or reject any Proposal, to render any or all of the Proposals as non-responsive, and to reject all Proposals at any time prior to award of contract, without incurring any liability, or obligation to inform the affected Bidder(s) of the grounds for UNDP's action. UNDP shall not be obliged to award the contract to the lowest priced offer.	
36. Award Criteria	36.1	Prior to expiration of the proposal validity, UNDP shall award the contract to the qualified Bidder based on the award criteria indicated in the BDS.	

37.Debriefing	37.1	In the event that a Bidder is unsuccessful, the Bidder may request a debriefing from UNDP. The purpose of the debriefing is to discuss the strengths and weaknesses of the Bidder's submission, in order to assist the Bidder in improving its future proposals for UNDP procurement opportunities. The content of other proposals and how they compare to the Bidder's submission shall not be discussed.
38.Right to Vary Requirements at the Time of Award	 38.1 At the time of award of Contract, UNDP reserves the right to vary the quantity of services and/or goods, by up to a maximum twenty-five per ce (25%) of the total offer, without any change in the unit price or other term and conditions. 	
39.Contract Signature	39.1 Within fifteen (15) days from the date of receipt of the Contract, t successful Bidder shall sign and date the Contract and return it to UND Failure to do so may constitute enough grounds for the annulment of t award, and forfeiture of the Proposal Security, if any, and on which even UNDP may award the Contract to the Second Ranked Bidder or call for ne Proposals.	
40.Contract Type and General Terms and Conditions	40.1	The types of Contract to be signed and the applicable UNDP Contract General Terms and Conditions, as specified in BDS, can be accessed at http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html
41.Performance Security	41.1	40.1 A performance security, if required in BDS, shall be provided in the amount specified in BDS and form available at https://popp.undp.org/_layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_P OPP_DOCUMENT_LIBRARY/Public/PSU_Solicitation_Performance%20Gu arantee%20Form.docx&action=default within fifteen (15) days of the contract signature by both parties. Where a performance security is required, the receipt of the performance security by UNDP shall be a condition for rendering the contract effective.
42.Bank Guarantee for Advanced Payment	42.1	Except when the interests of UNDP so require, it is UNDP's preference to make no advance payment(s) (i.e., payments without having received any outputs). If an advance payment is allowed as per BDS, and exceeds 20% of the total contract price, or USD 30,000, whichever is less, the Bidder shall submit a Bank Guarantee in the full amount of the advance payment in the form available at https://popp.undp.org/_layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_P OPP_DOCUMENT_LIBRARY/Public/PSU_Contract%20Management%20P ayment%20Anagement%20For m.docx&action=default
43. Liquidated Damages	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. Payment Provisions	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 affected by bank transfer in the currency of contract.
45.Vendor Protest	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 proceduress http://www.undp.org/content/undp/en/home/operations/procurement/busin ness/protest-and-sanctions.html
46.Other Provisions	46.1 In the event that the Bidder offers a lower price to the host Government (e.g. General Services Administration (GSA) of the federal government of the United States of America) for similar services, UNDP shall be entitled to same lower price. The UNDP General Terms and Conditions shall have precedence.
	46.2 UNDP is entitled to receive the same pricing offered by the same Contractor in contracts with the United Nations and/or its Agencies. The UNDP General Terms and Conditions shall have precedence.
	46.3 The United Nations has established restrictions on employment of (former) UN staff who have been involved in the procurement process as per bulletin ST/SGB/2006/15 http://www.un.org/en/ga/search/view_doc.asp?symbol=ST/SGB/2006/15&r eferer

Section 3. Bid Data Sheet

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

BDS No.	Ref. to Section.2	Data	Specific Instructions / Requirements
1	7	Language of the Proposal	English
2		Submitting Proposals for Parts or sub-parts of the TOR (partial bids)	Not Allowed
3	20	Alternative Proposals	Shall not be considered
4	21	Pre-proposal conference	Will be conducted Due to current situation of Preventive measures against Corona Virus, Preproposal meeting will be held through ZOOM Call on Tuesday , 18th May 2021 from 11 AM PST till 1 PM PST . <u>https://undp.zoom.us/j/XXXXXXXXXX</u> Interested parties will send their requests to attend this Pre-Proposal meeting at pakistan.procurement.info@undp.org; and <u>pramila.tripathi@undp.org</u> ; by and before 1200 hours PST Monday, 17th May 2021, in order to add in Zoom Call. Please mention RFP Reference number in subject line of email.
5	10	Proposal Validity Period	90 days
6	14	Bid Security	Not Applicable
7	41	Advanced Payment upon signing of contract	Not Allowed
8	42	Liquidated Damages	Will be imposed

			Percentage of value of Contract per day of delay: 0.33% Max. number of days of delay one calendar month , thereafter UNDP may exercise its right to terminate the Contract.
9	40	Performance Security	⊠ Not Required
10	18	Currency of Proposal	⊠ Local Currency i.e. PAK Rupees
11	31	Deadline for submitting requests for clarifications/ questions	20 May 2021
12	31	Contact Details for submitting clarifications/questions	Focal Person in UNDP: Pramila Tripathi/Associate Procurement Officer Address: UNDP Country Office, 4th Floor, Serena Business Complex, Islamabad, Pakistan. E-mail address: <u>pramila.tripathi@undp.org</u> ; <u>pakistan.procurement.info@undp.org</u>
13	18, 19 and 21	Manner of Disseminating Supplemental Information to the RFP and responses/clarifications to queries	http://www.pk.undp.org/content/pakistan/en/home/operations/procurem entAnd;https://etendering.partneragencies.orgPlease keep visiting the above websites till the closing date for additional information and updates.
14	23	Deadline for Submission	 Wednesday 26 May 2021 (12:30 PM Pakistan Standard Time OR 3:30 AM EDT). PLEASE NOTE:- 1. Date and time visible on the main screen of event (on e-tendering portal) will be final and prevail over any other closing time indicated elsewhere, in case they are different. Please also note that the bid closing time shown in the PDF file generated by the system is not accurate due to a technical glitch that we will resolve soon. The correct bid closing time is as indicated in the e-tendering portal and system will not accept any bid after that time. It is the responsibility of the bidder to make sure bids are submitted within this deadline. UNDP will not accept any bid that is not submitted directly in the system.

			2. Submit your bid a day prior or well before the closing time. Do not wait until last minute. If you face any issue in submitting your bid at the last minute, UNDP may not be able to assist.
14	22	Allowable Manner of Submitting Proposals	☑ Online bidding in E-tendering module.
15	22	Proposal Submission Address	To be submitted in e-Tendering system: <u>https://etendering.partneragencies.org</u> Note: Detailed instructions on how to register, submit, modify or cancel a bid in the eTendering system are provided in the e- Tendering system Bidder User Guide and Instructional videos available on this link: <u>http://www.undp.org/content/undp/en/home/operations/procure</u> <u>ment/business/procurement-notices/resources/</u>
16	22	Electronic submission (e-Tendering) requirements	 Format: PDF files only File names must be maximum 60 characters long and must not contain any letter or special character other than from Latin alphabet/keyboard. All files must be free of viruses and not corrupted. Password for financial proposal submission form (Form – F) and financial proposal (Form – G) must not be provided to UNDP until requested by UNDP (see note below) Note: The Proposer is required to prepare and submit the Financial Proposal Submission Form (Form – F) and Financial Proposal Form (Form – G) in a password protected PDF file separate from the rest of the proposal submission as indicated in the Instructions to Proposal Form (Form – G) must not be provided to UNDP until it is formally requested by UNDP focal point indicated below: pramila.tripathi@undp.org
17	27 36	Evaluation Method for the Award of Contract	Combined Scoring Method, using the 70%-30% distribution for technical and financial proposals respectively Where the minimum passing score of technical proposal is 70%.
18		Expected date for commencement of Contract	August 1, 2021
19		Maximum expected duration of contract	

			The duration of the Long-Term Agreement (LTA) shall be for One Year and may be renewed or extended for another two years subject to satisfactory performance
20	35	UNDP will award the contract to:	One or more Proposers, depending on the following factors: In order to ensure that UNDP has different companies for primary and backup internet links, a) UNDP will award a Package 1 (Primary Internet Link) to a proposer who obtains highest combined score for both the packages 1&2, b) UNDP will award the package 2 to the proposer who obtains second highest combined score for package 2
21	39	Type of Contract	Purchase Order and Contract for Goods and Services for UNDP http://www.undp.org/content/undp/en/home/procurement/busine ss/how-we-buy.html
22	39	UNDP Contract Terms and Conditions that will apply	UNDP General Terms and Conditions for Professional Services http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html
23		Other Information Related to the RFP	Technical and Financial proposals should be submitted in separate PDF files and financial proposal must be password protected. Note: While entering financial proposal in the e-tendering system, always mention your bid price as PKR 1. Please do not mention the value of your financial proposal in the e-tendering system. It should only be mentioned in the Password Protected File/Attachment of Financial Proposal Submission Form (Form – F) and Financial Proposal Form (Form – G). The proposals of those organizations who would reveal their financial proposal value in the e-tendering system will be considered as disqualified.

Section 4. Evaluation Criteria

Preliminary Examination Criteria

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

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

Minimum Eligibility and Qualification Criteria

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

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

Subject	Criteria	Document Submission requirement
ELIGIBILITY		
Legal Status	Vendor is a legally registered entity.	Form B: Bidder Information Form
Eligibility	Eligibility Vendor is not suspended, nor debarred, nor otherwise identified as ineligible by any UN Organisation or the World Bank Group or any other international Organisation in accordance with RFP clause 3.	
Conflict of Interest	No conflicts of interest in accordance with RFP clause 4.	Form A: Technical Proposal Submission Form
Bankruptcy	Not declared bankruptcy, not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal action against the vendor that could impair its operations in the foreseeable future.	Form A: Technical Proposal Submission Form
QUALIFICATION		
History of Non- Performing Contracts ¹	Non-performance of a contract did not occur as a result of contractor default for the last 3 years.	Form D: Qualification Form
Litigation History	No consistent history of court/arbitral award decisions against the Bidder for the last 3 years.	Form D: Qualification Form

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

Previous Experience	 a) The bidder must be a legally registered entity and provide certificate of registration of business, including articles of incorporation, or equivalent document if proposer is not a corporation. (b) The bidder must have minimum of five (o5) years of professional experience as internet service provider. c) Minimum 3 contracts (PKR 5 million each contract) of similar nature and complexity implemented over the last 3 years. (For JV/Consortium/Association, all Parties cumulatively should meet requirement). 	Form D: Qualification Form
Additional Qualification Criteria		
Financial Standing	Minimum average annual turnover of PKR 10 million/- for the last 2 years. <i>(For JV/Consortium/Association, all Parties cumulatively</i> <i>should meet requirement).</i> (2018-2019, 2019-2020) Financial Turnover will be calculated from the Audited Financial Statements	Form D: Qualification Form

Technical Evaluation Criteria

Summary	Weight	Points Obtainable (Total 700)
Proven expertise of firm/organisation in the relevant area	40%	280
Proposed methodology, approach and implementation plan	30%	210
Management Structure and Key Personnel	30%	210
Total		700

Techn	ical Proposal Evaluation-Form 1	Maximum Points obtainable
Exper	tise of Firm/Organization	•
1.1	Experience of Organization (Minimum 5 Years' experience in provision of internet services to National/Multinational organization.	70
1.2	Financial Stability: Financial stability (Last two years Audited Account (2018-19 & 2019-2020) Quick Ratio should be more than 1. (15 marks for each year).	30
1.3	Relevant Experience: Minimum three relevant Contracts (PKR 1 million each contract) with National/Multinational Organizations (Provide proof of service with name of organization)	30
1.4	Provide three satisfactory performance certificates along with duration of each assignment (each certificate carries 10 marks)	30
1.5	Quality Assurance procedures in place (ISO certification, Environmental Policy)	20
1.6	General Organizational Capability which is likely to affect implementation (i.e. loose consortium, holding company or one firm, size of firm/organization, strength of the Project Management Support e.g project management controls)	40
1.7	Provision of Internet Coverage in following areas: Islamabad, Peshawar, Quetta and Karachi (10 marks for each location) Additional 20 marks will be given for coverage throughout Pakistan.	60
Total:	1	280

Tech	Maximum Points Obtainable	
Prop	osed Work Plan and Approach	
2.1	To what degree does the bidder understand the task?	50
2.2	Have the Important aspects of the task been addressed in sufficient details	40
2.3	Are the different components of the project adequately weighted relative to one another	? 30
2.4	Are the timelines submitted are in line with the requirements	30
2.5	Is the scope of task well defined and does it correspond to the TORs	30
2.6	Is the presentation clear and is the sequence of activities and planning logical, realistic ar promise efficient implementation to the Project?	id 30
Tota	12	210

Mana	TECHNICAL PROPOSAL: FORM 3 Management Structure and Key Personnel PROJECT MANAGER - Experience with hazardous waste management projects				
3.1	Task Manager (Minimum One Person)Education Qualification (Master's Degree in the relevant field such as IT,MS)	50			
3.2	Minimum of 10 Years of Experience in the relevant field.	50			
3.3	Have handled similar projects in the past (5 points each up to 25)	25			
3.4	Technical Team (Minimum Two Persons) – Master's in computer sciences.	50			
3.5	Minimum of 5 Years of Experience in the relevant field	35			
Total	3:	210			

Note: The marking under section-3 is dependent upon submission of complete CVs of the core team members as detailed out in the evaluation criteria. In the absence of CVs, the evaluated firm will not get any points/scores.

Section 5. Terms of Reference

I. POSITION INFORMATION			
Position Title	Firm/Institute/Organization to Provide 'INTERNET SERVICES FOR UN COMMON PREMISES AND UNDP SUB OFFICES.		
Duty Station	Islamabad, Peshawar and Quetta		
Project	ICT and Common Premises		
Engagement Modality	RFP		
Period of assignment/services	1 year with the possibility of extension for 2 more years.		
Justification	The project needs to recruit a firm/organization/institute for the following reasons: United Nations Development Programme (UNDP) has been managing Common Premises at Serena Business Complex and is the lead agency for provision of internet services to 9 Agencies at SBC. In addition to this UNDP has established two (2) suboffices in Peshawar and Quetta. UNDP is providing Internet services to DIM projects and other UN agencies part of the Sub Offices.		
II. RESPONSIBILITIES			

1. Background:

United Nations Development Programme (UNDP) is hereby intends to hire the services of firm to provide Internet Service for UN Common Premises and UNDP Sub Offices (Peshawar & Quetta). The

successful bidder shall be contracted for this purpose an initial period of one (1) year. It will be expected to perform in accordance with UN standards and to execute its functions within the bounds of the norms of the UN system, as will be clearly stipulated in the contract.

The present Terms of Reference aim to provide a framework for full TCP/IP Internet Service Provision for UN Common Premises which is comprised of UNDP, UNDSS, UNFPA, UNOCHA, UNAIDS and UNIDO and UNDP Sub Office located at Quetta and Peshawar. The service should be provided based on fixed monthly fee. Capacity requirement for UN Common Premises: Primary link with 136Mbps/136Mbps bandwidth (uplink/downlink) on dedicated dark fiber and Secondary Links with 40Mbps/40Mbps bandwidth (uplink/downlink) on backup fiber and wireless link. Connections should be on fiber-optic; wireless solutions will be acceptable for backup and Capacity requirement for Sub Office Quetta is 15Mbps/15Mbps and Peshawar is 54Mbps/54Mbps respectively. The service is expected to be highly stable and reliable. The successful provider must have 7x24x365 coverage for technical assistance and/or helpdesk facilities.

UN Common Premises located at Serena Business Complex, Khayaban-e-Suharwardy, Islamabad, Pakistan (which is comprised of UNDP, UNDSS, UNFPA, UNOCHA, UNAIDS and UNIDO) is located at Serena Business Complex, Islamabad, Pakistan. It will have around 350 end users; connected through an inter-office LAN and Data Connectivity System. Internet connection is also used for VoIP communication and videoconferences and Sub offices located at Quetta and Peshawar.

Scope of Work

UNDP Common Premises and UNDP offices Pakistan need to have internet services at Islamabad as well at Sub office in Peshawar and Quetta as well.

- Internet service should be based on fixed monthly fee payment plan with no additional payment or limitation by traffic amount and time.
- Speed requirement for CO: Primary link with 136Mbps/136Mbps bandwidth (uplink/downlink) on dark fiber and Failover Link with 136Mbps/136Mbps bandwidth (uplink/downlink) on backup fiber and wireless links.
- Speed requirement for CO (Alternate ISP): Backup / Secondary link with 4oMbps/ 4oMbps bandwidth (uplink/downlink) on fiber link from alternate ISP.
- Speed requirement for Peshawar Sub Offices: Primary link with 54Mbps/54Mbps bandwidth (uplink/downlink) on fiber Link and Failover Link with 54Mbps/54Mbps bandwidth (uplink/downlink) on backup wireless link.
- Speed requirement for Quetta Sub Offices: Primary link with 15Mbps/15Mbps bandwidth (Uplink/downlink) on fiber Link and Failover Link with 15Mbps/15Mbps bandwidth (uplink/downlink) on backup wireless link.
- The links shall be dedicated / CIR links;
- Connections should be of cable type, preferably fiber-optic; wireless solutions will be use as backup of fiber. (in case of Fiber cut);
- Connections terminated at UNDP office shall be Ethernet connections (Metro LAN). The connections shall terminate at UNDP's Cisco Meraki firewall device.
- For business continuity purpose, Primary link and Secondary link shall be provided by different Internet Service Providers;
- For business continuity purpose, media used for the two links shall be from different media providers;
- No limitations on traffic/ports; bandwidth capacity should be ensured through direct IP connection; no mandatory proxy servers and firewalls;
- Subnet of at least 32 static publicly routable IP addresses is required from primary and secondary ISPs for CO;
- Service reliability must be ensured. Overall uptime should not be less than 99%.
- Data confidentiality guarantee; Provider may not scan traffic (if this should be done for finding problems in the network a prior UNDP agreement must be obtained);
- All necessary hardware, cabling and software (if required for Internet service) should be provided and set up by the offeror.
- Latency from the UNDP Country Office to New York area, USA shall be no more than 275 ms.
- Redundant, dedicated point to point links to the Internet
- Worldwide reachability
- Support Managed VPN Services
- Policy on over subscription (sharing ratio 1 :1 to guarantee bandwidth)
- ISP must be able to manage the Customer Premises Equipment (CPE) to be installed in the UNDP Office
- Tier 1 or Tier 2 connectivity to the Internet backbone
- Free and unlimited technical support for firewall, Linux, UNIX Cisco Routers, VPN's not limited.
- Traffic management, network monitoring and access to raw log files
- Quality of Service shall be provided at no extra cost
- ISP Technical team also assists Country office for configuration of Routers and load balancer and firewall.
- ISP should have capability of prioritized the bandwidth to UNDP Portals (e.g. Email, Atlas etc.) (Hosted at HQ).
- ISP must provide the MRTG to monitor the total bandwidth.

- ISP should provide the support of backup web server based on Linux operating system placed at UNDP Server room.
- Provide Special rates on hosting of websites on forging Server (Linux or Windows) if required.

A. <u>Primary Internet Link – Package 1</u>

Sr No	Location	Description	Volume (MBps)	Period (Months)
1	UNDP Country Office Islamabad (UNDP, UNDSS, UNFPA, UNOCHA, UNAIDS and UNIDO, UNRCO)	 Primary link with 136Mbps/136Mbps bandwidth (uplink/downlink) on dedicated fiber Secondary Links with 136Mbps/136Mbps bandwidth (uplink/downlink) on backup wireless link (along with Auto failover System). 	136 MBps	12
2	UNDP Sub-Office - Peshawar	 Primary link with 54Mbps/54Mbps bandwidth (uplink/downlink) on dedicated fiber Secondary Links with 54Mbps/54Mbps bandwidth (uplink/downlink) on backup wireless link (along with Auto failover System). 	54 MBps	12
3	UNDP Sub-Office - Quetta	 Primary link with 12Mbps/12Mbps bandwidth (uplink/downlink) on dedicated fiber Secondary Links with 12Mbps/12Mbps bandwidth (uplink/downlink) on backup wireless link (along with Auto failover System). 	12 MBps	12
4	Web Hosting Services	Provide Special rates on hosting of websites on Linux or Windows servers if required.	Per MB	12
5	VPS (Virtual Private Server) -1	Provide Rate for VPS Servers Hosting with following Specifications: RAM: 8 GB Processor: 2.4 GHz, 2 core HDD: 500 GB Bandwidth: 2Mbps CIR Internet Bandwidth	Lump Sum	12

		Provide Rate for VPS Servers Hosting with following Specifications:	Lump Sum	
6	VPS (Virtual Private Server) - 2	RAM: 4 GB Processor: 2.4 GHz, 2 core HDD: 200 GB Bandwidth: 2Mbps CIR Internet Bandwidth		12

B. Back up Internet Link- Package 2

Sr No	Location	Description	Volume (MBps)	Period (Months)
1	UNDP Country Office Islamabad (UNDP, UNDSS, UNFPA, UNOCHA, UNAIDS and UNIDO, UNRCO)	• Primary link with 60 Mbps/60 Mbps bandwidth (uplink/downlink) on dedicated fiber	60 MBps	12

Additional Notes

- The successful provider must have 7x24x365 coverage for technical assistance and/or helpdesk facilities at their premises. Under the normal circumstances all problems should be resolved within maximum o4 to o6 hours after the notification from UNDP received. The provider is also responsible for contacting designated UNDP network specialist(s) for both scheduled and unscheduled downtime.
- Bidders are required to describe what alternate routing or fallback arrangements for continuity of service they have in place (if any), should their primary link(s) to the Internet backbone become non-operational. The bidder is to indicate what contracting arrangement they have with the primary Internet providers they worked with.
- The selected provider must provide a web interface facility for UNDP to retrieve real time and historical information on network performance, utilization and usage analysis.
- UNDP may wish to visit the vendor's Network Operations Centre.
- Possibility for Graceful Exit with a 30 days period of written notice, without penalties for UNDP. The successful provider must have a physical presence, including availability of technical support, in major cities of Pakistan like Islamabad, Lahore, Peshawar and Quetta.

Section 6: Returnable Bidding Forms / Checklist

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

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

Technical Proposal Envelope:

Have you duly completed all the Returnable Bidding Forms?	
Form A: Technical Proposal Submission Form	
Form B: Bidder Information Form	
 Form C: Joint Venture/Consortium/ Association Information Form 	
 Form D: Qualification Form 	
Form E: Format of Technical Proposal	
Form H: Proposal Security Form	
Have you provided the required documents to establish compliance with the evaluation criteria in Section 4?	

Financial Proposal Envelope

(Must be submitted in a password protected PDF file)

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

Form A: Technical Proposal Submission Form

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
RFP reference: [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 Organisation or the World Bank Group or any other international Organisation;
- 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

	[Complete]		
Legal name of Bidder	[Complete]		
Legal address	[Complete]		
Year of registration	[Complete]		
Bidder's Authorized Representative Information	Name and Title: [Complete] Telephone numbers: [Complete] Email: [Complete]		
Are you a UNGM registered vendor?	□ Yes □ No If yes, [insert UGNM vendor number]		
Are you a UNDP vendor?	□ Yes □ No If yes, [insert UNDP vendor number]		
Countries of operation	[Complete]		
No. of full-time employees	[Complete]		
Quality Assurance Certification (e.g. ISO 9000 or Equivalent) (If yes, provide a Copy of the valid Certificate):	[Complete]		
Does your Company hold any accreditation such as ISO 14001 related to the environment? (If yes, provide a Copy of the valid Certificate):	[Complete]		
Does your Company have a written Statement of its Environmental Policy? (If yes, provide a Copy)	[Complete]		
Contact person UNDP may contact	Name and Title: [Complete]		
for requests for clarification during	Telephone numbers: [Complete]		
Proposal evaluation	Email: [Complete]		
Please attach the following documents:	 Power of Attorney to the authorised representative to submit/sign the RFP submission documents and for further correspondence with UNDP on behalf of organisation. Technical and Financial proposals should be submitted as separate PDF files. Financial Proposal must be password protected.; Proposer's Profile providing organogram, details of employees, CVs of key professionals, list of clients and available facilities/expertise; Tax Registration/Payment Certificate issued by the Internal Revenue Authority evidencing that the Proposer is updated with its tax payment obligations, or Certificate of Tax exemption, if any such privilege is enjoyed by the Proposer 		

☑ Latest Audited Financial Statements (Income Statement and Balance Sheet) including Auditor's Report for the past two years 2018-2019 and 2019-2020.

☑ Certificate of Registration of the Business, including Articles of Incorporation, or equivalent document if Proposer is not a corporation.

C) Quality Certificate (e.g., ISO, etc.) and/or other similar certificates, accreditations, awards and citations received by the Bidder, if any

Statement of Satisfactory Performance from the Top Three Clients in terms of Contract Value the past three years for reference. Note: Please provide the latest contact details of the focal point at client for which performance certificates will be provided.

□ Copies of 3 contracts (PKR 5 million each contract) of similar nature and complexity implemented over the last 3 years

 \boxtimes All information regarding any past and current litigation during the last three (3) years, in which the bidder is involved, indicating the parties concerned, the subject of the litigation, the amounts involved, and the final resolution if already concluded.

Form C: Joint Venture/Consortium/Association Information Form

(Not Applicable)

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

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 fulfilment of the provisions of the Contract.

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

Form D: Qualification Form

Bidder must incorporate all information in this form. UNDP may validate the information provided by the bidder in this Form.

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

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

Historical Contract Non-Performance

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

Litigation History (including pending litigation)

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

Previous Relevant Experience

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

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

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

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

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

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

Financial information (in US\$ equivalent)	Historic information for the last 3 years		
	Year 1	Year 2	Year 3
	Info	ormation from Balance Sh	neet
Total Assets (TA)			
Total Liabilities (TL)			
Current Assets (CA)			
Current Liabilities (CL)			
	Inform	nation from Income State	ement
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: Expertise of Firm / Organisation

- 1.1 Brief description of the, including the year and country of incorporation, and types of activities undertaken.
- 1.2 General organisational 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 Organisation'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 enough 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 organisation 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.

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

Format for CV of Proposed Key Personnel

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 Password Protected Financial Proposal.

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]

Note: This Financial Proposal Submission Form must be password protected and should not be included as part of the technical proposal.

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 the signed and stamped PDF version of financial proposal through e-tendering system. Any Financial information provided in the Technical Proposal shall lead to Bidder's disqualification. The Financial Proposal should be aligned with the requirements in the Terms of Reference and the Bidder's Technical Proposal.

<u>Note</u>: This Financial Proposal Form must be password protected and should not be included as part of the technical proposal.

Currency of the Financial proposal: PKR

	Primary Link - Package 1					
Sr No	Location	Description	Volume (MBps)	Period (Months)	Unit Price (PKR)	Total Price (PKR)
1	UNDP Country Office Islamabad (UNDP, UNDSS, UNFPA, UNOCHA, UNOCHA, UNAIDS and UNIDO, UNRCO)	 Primary link with 136Mbps/136Mbps bandwidth (uplink/downlink) on dedicated fiber Secondary Links with 136Mbps/136Mbps bandwidth (uplink/downlink) on backup wireless link (along with Auto failover System). 	136 MBps	12		
2	UNDP Sub- Office - Peshawar	 Primary link with 54Mbps/54Mbps bandwidth (uplink/downlink) on dedicated fiber Secondary Links with 54Mbps/54Mbps bandwidth (uplink/downlink) on backup wireless link (along with Auto failover System). 	54 MBps	12		

C. Primary Internet Link – Package 1

UNDP Sub- Office - Quetta 3	 Primary link with 12Mbps/12Mbps bandwidth (uplink/downlink) on dedicated fiber Secondary Links with 12Mbps/12Mbps bandwidth (uplink/downlink) on backup wireless link (along with Auto failover System). 	12 MBps	12		
4 Web Hosting Services	Provide Special rates on hosting of websites on Linux or Windows servers if required.	Per MB	12		
VPS (Virtual 5 Private Server) -1	Provide Rate for VPS Servers Hosting with following Specifications: RAM: 8 GB Processor: 2.4 GHz, 2 core HDD: 500 GB Bandwidth: 2Mbps CIR Internet Bandwidth	Lump Sum	12		
VPS (Virtual 6 Private Server) -2	Provide Rate for VPS Servers Hosting with following Specifications: RAM: 4 GB Processor: 2.4 GHz, 2 core HDD: 200 GB Bandwidth: 2Mbps CIR Internet Bandwidth	Lump Sum	12		
GRANT TOTAL (Package-1)					

D. Back up Internet Link- Package 2

	Back up Link - Package 2					
Sr No	Location	Description	Volum e (MBps)		Unit Price	Total Price

1	UNDP Country Office Islamabad (UNDP, UNDSS, UNFPA, UNOCHA, UNAIDS and	 Primary link with 60 Mbps/60 Mbps bandwidth (uplink/downlink) on dedicated fiber 	6o MBps	12		
	UNIDO, UNRCO)					
GRA	GRANT TOTAL (Package-2)					

Name:	
Title:	
Date:	
Signature:	
-	

[Stamp with official stamp of the Bidder]

Form H: Form of Proposal Security

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

To: UNDP Representative (Rupee) Account/ UNDP Representative (Dollar) Account

[Insert contact information as provided in Data Sheet]

WHEREAS [Name and address of Bidder] (hereinafter called "the Bidder") has submitted a Proposal to UNDP dated Click here to enter a date. to execute Services [Insert Title of Services] (hereinafter called "the Proposal"):

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

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

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

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

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

SIGNATURE AND SEAL OF THE GUARANTOR BANK

Signature: _	
_	
Date: _	
Name of Ba	nk
	ith official stamp of the Bank]

Section 7: FORM FOR PERFORMANCE SECURITY

(This must be finalized using the official letterhead of the A rated Insurance Company. Except for indicated fields, no changes may be made on this template)

PERFORMANCE BOND

To,

UNDP Representative (Rupee) Account:

By this Bond[INSERT NAME AND ADDRESS OF THE CONTRACTOR] as Principal (hereinafter called "the Contractor") and[INSERT NAME, LEGAL TITLE AND ADDRESS OF SURETY, BONDING COMPANY OR INSURANCE COMPANY] as Surety (hereinafter called "the Surety") are held and firmly bound unto[INSERT NAME AND ADDRESS OF EMPLOYER] as Obligee (hereinafter IN FIGURES AND IN WORDS], for the payment of which sum well and truly to be made in the types and proportions of currencies in which the Contract Price is payable, the Contractor and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

NOW, THEREFORE, the Condition of this Obligation is such that, if the Contractor shall promptly and faithfully perform the said Contract (including any amendments thereto) then this obligation shall be null and void; otherwise it shall remain in full force and effect. Whenever the Contractor shall be, and declared by the Employer to be, in default under the Contract, the Employer having performed the Employer's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

(1) complete the Contract in accordance with its terms and conditions; or

(2) obtain a bid or bids from qualified Bidders for submission to the Employer for completing the Contract in accordance with its terms and conditions, and upon determination by the Employer and the Surety of the lowest responsible Bidder, arrange for a Contract between such Bidder and Employer and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the Balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term " Balance of the Contract Price", as used in this paragraph, shall mean the total amount payable by Employer to Contractor under the Contract, less the amount properly paid by Employer to Contractor; or

(3) pay the Employer the amount required by Employer to complete the Contract in accordance with its terms and conditions up to a total not exceeding the amount of this Bond.

The Surety shall not be liable for a greater sum than the specified penalty of this Bond.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Employer named herein or the heirs, executors, administrators, successors and assigns of the Employer.

This bond shall be valid until twenty eight calendar days after issuance of the Certificate of Final Completion.

ON BEHALF OF:

NED ON: ON BEHALF OF:

NAME & TITLE: