

United Nations Development Programme



*Empowered lives.
Resilient nations.*

REQUEST FOR PROPOSAL

Hiring of a Firm for Conducting Public Perception Study for KP Merged Districts

RFP No: UNDP-RFP-2022-147

Project Name: Merged Areas Governance Project, DGU, UNDP

Country: Pakistan

Issued on: 23 May 2022

DocuSigned by:
Ali Saad
0F400A0FE8264B8...

DocuSigned by:
Karwal Abbas
E238E816CA2E4A8...

DocuSigned by:
Ali
E18DDE0A21E049C...

Contents

Contents

SECTION 1. LETTER OF INVITATION.....4

GENERAL PROVISIONS 5

1. Introduction 5

2. Fraud & Corruption, Gifts and Hospitality 5

3. Eligibility 5

4. Conflict of Interests 6

PREPARATION OF PROPOSALS..... 6

5. General Considerations 6

6. Cost of Preparation of Proposal..... 7

7. Language..... 7

8. Documents Comprising the Proposal 7

9. Documents Establishing the Eligibility and Qualifications of the Bidder 7

10. Technical Proposal Format and Content 7

11. Financial Proposals 7

12. Proposal Security 7

13. Currencies..... 8

14. Joint Venture, Consortium or Association 8

15. Only One Proposal 9

16. Proposal Validity Period..... 9

17. Extension of Proposal Validity Period 10

18. Clarification of Proposal..... 10

19. Amendment of Proposals 10

20. Alternative Proposals..... 10

21. Pre-Bid Conference 10

SUBMISSION AND OPENING OF PROPOSALS 11

22. Submission 11

23. Deadline for Submission of Proposals and Late Proposals..... 12

24. Withdrawal, Substitution, and Modification of Proposals 13

25. Proposal Opening..... 13

EVALUATION OF PROPOSALS..... 13

26. Confidentiality..... 13

27. Evaluation of Proposals..... 13

28. Preliminary Examination 13

29. Evaluation of Eligibility and Qualification 14

30. Evaluation of Technical and Financial Proposals..... 14

31. Due Diligence 15

32. Clarification of Proposals 15

33. Responsiveness of Proposal 16

34. Nonconformities, Reparable Errors and Omissions 16

AWARD OF CONTRACT 16

35. Right to Accept, Reject, Any or All Proposals 16

36. Award Criteria 16

37. Debriefing 17

38. Right to Vary Requirements at the Time of Award 17

39. Contract Signature 17

40. Contract Type and General Terms and Conditions 17

41. Performance Security 17

42. Bank Guarantee for Advanced Payment..... 17

43. Liquidated Damages 17

44. Payment Provisions..... 17

45. Vendor Protest..... 18


46. Other Provisions 18


SECTION 3. BID DATA SHEET 19

SECTION 4. EVALUATION CRITERIA..... 24

DocuSigned by:

0F400A0FE8264B8...

DocuSigned by:

E238E816CA2E4A8...

DocuSigned by:

E18DDE0A21E049C...

SECTION 5. TERMS OF REFERENCE.....28

SECTION 6: RETURNABLE BIDDING FORMS / CHECKLIST36

FORM A: TECHNICAL PROPOSAL SUBMISSION FORM36

FORM B: BIDDER INFORMATION FORM38

FORM C: JOINT VENTURE/CONSORTIUM/ASSOCIATION INFORMATION FORM39

FORM D: QUALIFICATION FORM 40

FORM E: FORMAT OF TECHNICAL PROPOSAL43

FORM F: FINANCIAL PROPOSAL SUBMISSION FORM45

NOTE: THIS FINANCIAL PROPOSAL SUBMISSION FORM MUST BE PASSWORD PROTECTED AND SHOULD NOT BE INCLUDED AS PART OF THE TECHNICAL PROPOSAL. 45

FORM G: FINANCIAL PROPOSAL FORM46

FORM H: FORM OF PROPOSAL SECURITY51

SECTION 7: FORM FOR PERFORMANCE SECURITY (NOT REQUIRED)52

DocuSigned by:
Ali Saied
0F400A0FE8264B8...

DocuSigned by:
Karwal Abbas
E238E816CA2E4A8...

DocuSigned by:
Ali
E18DDE0A21E049C...

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):

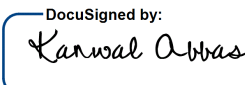
- Section 1: This Letter of Invitation
- Section 2: Instruction to Bidders
- Section 3: Bid Data Sheet (BDS)
- Section 4: Evaluation Criteria
- Section 5: Terms of Reference
- Section 6: Returnable Bidding Forms
 - Form A: Technical Proposal Submission Form
 - Form B: Bidder Information Form
 - Form C: Joint Venture/Consortium/Association Information Form
 - Form D: Qualification Form
 - Form E: Format of Technical Proposal
 - Form F: Financial Proposal Submission Form
 - Form G: Financial Proposal Form
 - Form H: Form of Proposal Security
- 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. **13 June 2022 (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 10 June 2022** 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:

DocuSigned by:

 E238E816CA2E4A8

Name: Kanwal Abbas
 Title: Procurement Specialist
 Date: **May 23, 2022**

Approved by:

(for) DocuSigned by:

 E18DDE0A21E049C

Name: Knut Ostby
 Title: Resident Representative
 Date: **May 23, 2022**

DocuSigned by:

 0F400A0FE8264B8...

Section 2. Instruction to Bidders

| GENERAL PROVISIONS | |
|------------------------|--|
| 1. Introduction | <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 https://popp.undp.org/SitePages/POPPBSUnit.aspx?TermID=254a9f96-b883-476a-8ef8-e81f93a2b38d</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 (www.ungm.org). 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>2.1 UNDP strictly enforces a policy of zero tolerance on proscribed practices, including fraud, corruption, collusion, unethical or unprofessional practices, and obstruction of UNDP vendors and requires all bidders/vendors observe the highest standard of ethics during the procurement process and contract implementation. UNDP's Anti-Fraud Policy can be found at http://www.undp.org/content/undp/en/home/operations/accountability/audit/office_of_audit_andinvestigation.html#anti</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</p> <p>(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;</p> <p>(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 http://www.un.org/depts/ptd/pdf/conduct_english.pdf</p> |
| | <p>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.</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</p> |

| | |
|----------------------------------|---|
| | employees meet the eligibility requirements as established by UNDP. |
| 4. Conflict of Interests | <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> <ul style="list-style-type: none"> 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. <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 such a conflict exists.</p> <p>4.3 Similarly, the Bidders must disclose in their proposal their knowledge of the following:</p> <ul style="list-style-type: none"> 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. <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> |
| PREPARATION OF PROPOSALS | |
| 5. General Considerations | <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. Cost of Preparation of Proposal | 6.1 The Bidder shall bear any and all costs related to the preparation and/or submission of the Proposal, regardless of whether its Proposal was selected or not. UNDP shall not be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process. |
| 7. Language | 7.1 The Proposal, as well as any and all related correspondence exchanged by the Bidder and UNDP, shall be written in the language (s) specified in the BDS. |
| 8. Documents Comprising the Proposal | 8.1 The Proposal shall comprise of the following documents: <ul style="list-style-type: none"> a) Documents Establishing the Eligibility and Qualifications of the Bidder; b) Technical Proposal; c) Financial Proposal; d) Proposal Security, if required by BDS; e) Any attachments and/or appendices to the Proposal. |
| 9. Documents Establishing the Eligibility and Qualifications of the Bidder | 9.1 The Bidder shall furnish documentary evidence of its status as an eligible and qualified vendor, using the Forms provided under Section 6 and providing documents required in those forms. In order to award a contract to a Bidder, its qualifications must be documented to UNDP's satisfaction. |
| 10. Technical Proposal Format and Content | <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> <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> |
| 11. Financial Proposals | <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> |
| 12. Proposal Security | 12.1 A Proposal Security, if required by BDS, shall be provided in the amount and form indicated in the BDS. The Proposal Security shall be valid up to thirty (30) days after the final date of validity of the Proposal. |

| | |
|---|---|
| | <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> <p>a) If the Bidder withdraws its offer during the period of the Proposal Validity specified in the BDS, or;</p> <p>b) In the event if the successful Bidder fails:</p> <p>i. to sign the Contract after UNDP has issued an award; or</p> <p>12.6 to furnish the Performance Security, insurances, or other documents that UNDP may require as a condition precedent to the effectivity of the contract that may be awarded to the Bidder.</p> |
| 13. Currencies | <p>13.1 All prices shall be quoted in the currency or currencies indicated in the BDS. Where Proposals are quoted in different currencies, for the purposes of comparison of all Proposals:</p> <p>a) UNDP will convert the currency quoted in the Proposal into the UNDP preferred currency, in accordance with the prevailing UN operational rate of exchange on the last day of submission of Proposals; and</p> <p>b) In the event that UNDP selects a proposal for award that is quoted in a currency different from the preferred currency in the BDS, UNDP shall reserve the right to award the contract in the currency of UNDP's preference, using the conversion method specified above.</p> |
| 14. Joint Venture, Consortium or Association | <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 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 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.</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"> 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. <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> |
| 15. Only One Proposal | <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"> a) they have at least one controlling partner, director or shareholder in common; or b) any one of them receive or have received any direct or indirect subsidy from the other/s; or c) they have the same legal representative for purposes of this RFP; or d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about, or influence on the Proposal of, another Bidder regarding this RFP process; e) they are subcontractors to each other's Proposal, or a subcontractor to one Proposal also submits another Proposal under its name as lead Bidder; or f) some key personnel proposed to be in the team of one Bidder participates in more than one Proposal received for this RFP process. This condition relating to the personnel, does not apply to subcontractors being included in more than one Proposal. |
| 16. Proposal Validity Period | <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> |

| | |
|---|--|
| | 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 | <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> |
| 18.Clarification of Proposal | <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 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.</p> |
| 19.Amendment of Proposals | <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> |
| 20.Alternative Proposals | <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> |
| 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 | <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, accompanying 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> |
| Hard copy (manual) submission | <p>22.4 Hard copy (manual) submission by courier or hand delivery allowed or specified in the BDS shall be governed as follows:</p> <p>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.</p> <p>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:</p> <p>i. Bear the name and address of the bidder;</p> <p>ii. Be addressed to UNDP as specified in the BDS</p> <p>iii. Bear a warning that states "Not to be opened before the time and date for proposal opening" as specified in the BDS.</p> <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> |
| Email Submission | <p>22.5 Email submission, if allowed or specified in the BDS, shall be governed as follows:</p> |

| | |
|--|---|
| e-Tendering submission | <p>a) Electronic files that form part of the proposal must be in accordance with the format and requirements indicated in BDS;</p> <p>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.</p> <p>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.</p> <p>22.6 Electronic submission through eTendering, if allowed or specified in the BDS, shall be governed as follows:</p> <p>a) Electronic files that form part of the proposal must be in accordance with the format and requirements indicated in BDS;</p> <p>b) The Technical Proposal and the Financial Proposal files MUST BE COMPLETELY SEPARATE and each of them must be uploaded individually and clearly labelled.</p> <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 videos available on this link: https://www.undp.org/procurement/business/resources-for-bidders</p> |
| 23. Deadline for Submission of Proposals and Late Proposals | <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. Withdrawal, Substitution, and Modification of Proposals | <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 videos.</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. Proposal Opening | <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> |
| EVALUATION OF PROPOSALS | |
| 26. Confidentiality | <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. Evaluation of Proposals | <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 Financial Proposals.</p> <p>27.2 Evaluation of proposals is made of the following steps:</p> <ul style="list-style-type: none"> 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 | <p>28.1 UNDP shall examine the Proposals to determine whether they are complete</p> |

| | |
|--|---|
| 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 | <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> <ul style="list-style-type: none"> 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 | <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</p> |

| | |
|---------------------------------------|--|
| | <p>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: 10px;"> <p><u>Rating the Technical Proposal (TP):</u></p> <p>TP Rating = (Total Score Obtained by the Offer / Max. Obtainable Score for TP) x 100</p> <p><u>Rating the Financial Proposal (FP):</u></p> <p>FP Rating = (Lowest Priced Offer / Price of the Offer Being Reviewed) x 100</p> <p><u>Total Combined Score:</u></p> <p>Combined Score = (TP Rating) x (Weight of TP, e.g. 70%) + (FP Rating) x (Weight of FP, e.g., 30%)</p> </div> |
| 31. Due Diligence | <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> <ol style="list-style-type: none"> 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 | <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</p> |

| | |
|---|---|
| | the review and evaluation of the Proposals. |
| 33. Responsiveness of Proposal | <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. Nonconformities, Repairable Errors and Omissions | <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 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"> 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. <p>34.4 If the Bidder does not accept the correction of errors made by UNDP, its Proposal shall be rejected.</p> |
| AWARD OF CONTRACT | |
| 35. Right to Accept, Reject, Any or All Proposals | <p>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.</p> |
| 36. Award Criteria | <p>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.</p> |

| | |
|--|--|
| 37. Debriefing | 37.1 In the event that a Bidder is unsuccessful, the Bidder may request a debriefing from UNDP. The purpose of the debriefing is to discuss the strengths and weaknesses of the Bidder's submission, in order to assist the Bidder in improving its future proposals for UNDP procurement opportunities. The content of other proposals and how they compare to the Bidder's submission shall not be discussed. |
| 38. Right to Vary Requirements at the Time of Award | 38.1 At the time of award of Contract, UNDP reserves the right to vary the quantity of services and/or goods, by up to a maximum twenty-five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions. |
| 39. Contract Signature | 39.1 Within fifteen (15) days from the date of receipt of the Contract, the successful Bidder shall sign and date the Contract and return it to UNDP. Failure to do so may constitute enough grounds for the annulment of the award, and forfeiture of the Proposal Security, if any, and on which event, UNDP may award the Contract to the Second Ranked Bidder or call for new Proposals. |
| 40. Contract Type and General Terms and Conditions | 40.1 The types of Contract to be signed and the applicable UNDP Contract General Terms and Conditions, as specified in BDS, can be accessed at http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html |
| 41. Performance Security | 41.1 40.1 A performance security, if required in BDS, shall be provided in the amount specified in BDS and form available at https://popp.undp.org/layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_POPP_DOCUMENT_LIBRARY/Public/PSU_Solicitation_Performance%20Guarantee%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_POPP_DOCUMENT_LIBRARY/Public/PSU_Contract%20Management%20Payment%20and%20Taxes_Advanced%20Payment%20Guarantee%20Form.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 |

| | |
|-----------------------------|--|
| | <p>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.</p> |
| 45. Vendor Protest | <p>45.1 UNDP's vendor protest procedure provides an opportunity for appeal to those persons or firms not awarded a contract through a competitive procurement process. In the event that a Bidder believes that it was not treated fairly, the following link provides further details regarding UNDP vendor protest procedures:</p> <p>https://www.undp.org/procurement/business/protest-and-sanctions</p> |
| 46. Other Provisions | <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</p> <p>http://www.un.org/en/ga/search/view_doc.asp?symbol=ST/SGB/2006/15&referer</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 Time: (12:00 PM Pakistan Standard Time) Date: Friday 27 May 2022 Venue: Zoom Conference Companies shall/can participate at the pre-proposal conference through Zoom conference. The meeting Zoom link will be provided to all bidders on or before one day of Pre-proposal Meeting.</p> <p>Interested companies should send confirmations to the UNDP focal point for the arrangement by email: pakistan.procurement.info@undp.org</p> <p>Please mention Reference Number i.e. UNDP-RFP-2022-147 in subject line of your email.</p> |
| 5 | 10 | Proposal Validity Period | 90 days |
| 6 | 14 | Bid Security | <p>Proposers should submit a total proposal security of amount PKR 300,000/-</p> <p>The Original proposal security should be sent to UNDP Office through courier at the following address on or before at 12:30 pm Monday 13 June 2022 and a scanned copy should be submitted through the e-Tendering system.</p> |

| | | | |
|----|----|--|---|
| | | | <p align="center">UNDP-RFP-2022-147 UNDP Registry, Quotation/Bids/Proposals United Nations Development Programme Serena Business Complex, 2nd Floor, Khayaban e Suharwardy, Islamabad, Pakistan Tel: 051-8355600 Fax: 051-2600254-5</p> <p>Acceptable forms of Proposal Security: <input checked="" type="checkbox"/> Form of Proposal Security (See Section 6, FORM -H for template) <input checked="" type="checkbox"/> Any Bank-issued Check / Cashier's Check / Certified Check In the name of UNDP Representative (Rupee) Account, UNDP Pakistan</p> <p>Validity of Proposal Security: 120 days from the last day of proposal submission.</p> <p>Proposal security of unsuccessful proposers shall be returned.</p> |
| 7 | 41 | Advanced Payment upon signing of contract | Not Allowed |
| 8 | 42 | Liquidated Damages | Will not be imposed |
| 9 | 40 | Performance Security | <p><input checked="" type="checkbox"/> Required</p> <p>Amount:10% of the Contract FORM: Performance Security in accordance with the template provided in Section 7 of the RFP</p> <p>Performance Security must be in the name of UNDP Representative (Rupee) Account or UNDP Representative (Dollar) Account and valid for Fourteen (12) Months:</p> <p>Performance Security for less than the above-mentioned period will not be acceptable.</p> |
| 10 | 18 | Currency of Proposal | <p><input checked="" type="checkbox"/> United States Dollars (US\$) <input checked="" type="checkbox"/> Local Currency i.e. PAK Rupees</p> <p>In case of US\$, the UN Rate of Exchange of respective month shall apply when proposal submission period closes. The Local vendor will be paid in PKR.</p> |
| 11 | 31 | Deadline for submitting requests for clarifications/ questions | Five (05) days before the submission date. |
| 12 | 31 | Contact Details for submitting clarifications/questions | <p>Focal Person in UNDP: Ali Saeed – Procurement Analyst Address: UNDP Country Office, 4th Floor, Serena Business Complex, Islamabad, Pakistan.</p> |

| | | | |
|----|---------------|---|--|
| | | | E-mail address: pakistan.procurement.info@undp.org |
| 13 | 18, 19 and 21 | Manner of Disseminating Supplemental Information to the RFP and responses/clarifications to queries | <p>https://www.pk.undp.org/content/pakistan/en/home/procurement.html</p> <p>And;</p> <p>https://etendering.partneragencies.org</p> <p>Please keep visiting the above websites till the closing date for additional information and updates.</p> |
| 14 | 23 | Deadline for Submission of Proposal | <p>Monday 13th June 2022 (12:30 PM Pakistan Standard Time OR 3:30 AM EDT).</p> <p>PLEASE NOTE:-</p> <ol style="list-style-type: none"> 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 | <input checked="" type="checkbox"/> Online bidding in E-tendering module. |
| 15 | 22 | Proposal Submission Address | <p>To be submitted in e-Tendering system:</p> <p>https://etendering.partneragencies.org</p> <p>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:</p> <p>https://www.undp.org/procurement/business/resources-for-bidders</p> |
| 16 | 22 | Electronic submission (e-Tendering) requirements | <ul style="list-style-type: none"> ▪ 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. |

| | | | |
|----|----------|--|---|
| | | | <ul style="list-style-type: none"> ■ 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 Proposers. ■ Password for the Financial Proposal Submission Form (Form – F) and Financial Proposal Form (Form – G) must not be provided to UNDP until it is formally requested by UNDP focal point indicated below: ali.saeed@undp.org |
| 17 | 27 36 | Evaluation Method for the Award of Contract | <p>Combined Scoring Method, using the 70%-30% distribution for technical and financial proposals respectively</p> <p>Where the minimum passing score of technical proposal is 70%.</p> |
| 18 | | Expected date for commencement of Contract | July 1, 2022 |
| 19 | | Maximum expected duration of contract | Expected duration of work is 120 days spread over Four (04) Months, starting from the date as per the work plan, subject to signing of contract. |
| 20 | 35 | UNDP will award the contract to: | One Proposer Only |
| 21 | 39 | Type of Contract | <p>Purchase Order and Contract for Goods and Services for UNDP</p> <p>http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html</p> |
| 22 | 39 | UNDP Contract Terms and Conditions that will apply | <p>UNDP General Terms and Conditions for Professional Services</p> <p>http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html</p> |
| 23 | | Other Information Related to the RFP | <ul style="list-style-type: none"> ■ Contract effectiveness is linked with below mentioned conditions: - Upon receipt of valid Performance Security and - Upon contract signing from both parties. <p>Note:</p> |

| | | | |
|--|--|--|---|
| | | | <p>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 organisations who would reveal their financial proposal value in the e-tendering system will be considered as disqualified.</p> |
|--|--|--|---|

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. The proposer should be a legally registered entity and provide certificate of registration of business, i.e. articles of incorporation or SECP. Proposer should also provide valid NTN/STN | Form B: Bidder Information Form |
| 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. | Form A: Technical Proposal Submission Form |
| 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 Contracts¹ | Non-performance of a contract did not occur as a result of contractor default for the last 3 years. | Form D: Qualification Form |

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

| | | |
|----------------------------|--|----------------------------|
| Litigation History | No consistent history of court/arbitral award decisions against the Bidder for the last 3 years. | Form D: Qualification Form |
| Previous Experience | <p>(a) The organisation must have minimum 5 years of overall experience since its incorporation.</p> <p>b) The Bidder Must provide 3 Contracts of aggregate Value PKR 30 million executed in last 5 Years. Bidder must provide copies of these contract.</p> <p>UNDP reserves the right to request submission of originals of all proof documents (such as contracts, invoices, acceptance reports etc.) as well as further information/documentation from both the bidder and its clients.</p> <p>(For JV/Consortium/Association, all Parties individually should meet requirement).</p> | Form D: Qualification Form |
| Financial Standing | <p>Minimum average annual turnover of PKR 50 million for the last 3 years. (2018-2019, 2019-2020 and 2020-2021) Financial Turnover will be calculated from the Audited Financial Statements.</p> <p>(For JV/Consortium/Association, all Parties individually should meet requirement).</p> | Form D: Qualification Form |

Technical Evaluation Criteria

Technical Evaluation Criteria

| Summary of Technical Proposal Evaluation Forms | | Score Weight | Points Obtainable |
|--|---|--------------|-------------------|
| 1. | Expertise and Capacity of Firm / Organization | 30% | 210 |
| 2. | Proposed Methodology, Approach, and Implementation Plan | 50% | 350 |
| 3. | Management Structure and Key Personnel | 20% | 140 |
| Total | | | 700 |

| Technical Proposal Evaluation Form I | | Points Obtainable |
|--|---|-------------------|
| Expertise of firm/ organization submitting proposal | | |
| 1.1 | <p>Details of facilities and resources (offices, employees, linkages), and length of overall experience in quantitative research.</p> <p>No of research studies of similar nature: 3 studies 30marks(10 marks per study)</p> <p>No of research studies of similar nature: 4 or above marks(35marks)</p> | 35 |
| 1.2 | <p>A summarized, 3-page corporate profile, including organogram and detailed profiles of permanent senior management staff (at least 3), details of facilities and resources (offices, employees, linkages), and length of overall experience in quantitative research.</p> <p>Relevant corporate profile: 15 Marks</p> <p>Details of senior management along with detailed CVs: 15 marks</p> <p>Resources to execute the assignment: 15 marks</p> | 45 |
| 1.3 | <p>At least 2 years of demonstrated experience in the following areas:</p> <p>1- Distance / Telephonic Surveys. (20 Marks)</p> <p>2- Robocall campaign, and technology-based data collection. (20 Marks)</p> <p>3- Design custom software according to the survey needs. (20 Marks)</p> <p>4-Realtime balance transfer during interview. (30 Marks)</p> <p>Share relevant contracts as evidence</p> | 90 |
| 1.4 | <p>Working experience with any 2; Academia, Government, Development Organizations, INGO, UN Agencies, and Donors. (5 Marks)</p> <p>3 Jobs completion certificate / satisfactory performance/ reference letters must be attached. (30 marks: 10marks each)</p> | 35 |
| 1.5 | <p>Organizational Commitment to Sustainability:</p> <ul style="list-style-type: none"> Organization is compliant with ISO 14001 or ISO 14064 or equivalent. (2.5 marks) Organization is a member of the UN Global Compact. (2.5 marks) <p>Organization demonstrates significant commitment to sustainability through some other means- (5 Marks), for example internal company policy documents on women empowerment, renewable energies or membership of trade institutions promoting such issues.</p> | 5 |

| | | |
|--|--------------------|------------|
| | Total score | 210 |
|--|--------------------|------------|

| Technical Proposal Evaluation Form 2 | | Points Obtainable |
|--|---|--------------------------|
| Proposed Methodology, Approach, and Implementation Plan | | |
| 2.1 | To what degree does the proposer understand the intended task (Conducting a telephonic and software-based survey); the objectives, the deliverables, and intended activities within which the assignment is ought to be carried out? Have the important aspects of the task been addressed in enough detail? | 100 |
| 2.2 | Is the Implementation methodology for the assignment well defined and does it correspond to the TORs? | 50 |
| 2.3 | Work plan with clear timelines (week-wise) for producing each deliverable, specifying which activities would be run in parallel and why. This workplan must confirm to a timeline beginning with signing of contract and submission of deliverables. | 40 |
| 2.4 | Sample Implementation & Field Deployment Plan (Implementation and field deployment plans along with HR requirements and timelines) | 40 |
| 2.5 | Pretesting methodology, report and finalized questionnaire | 40 |
| 2.6 | Survey Datasets and Reports | 40 |
| 2.7 | Inhouse capacity of database and software development | 40 |
| Total | | 350 |

| Technical Proposal Evaluation Form 3 | | Points Obtainable |
|---|---|--------------------------|
| Key Personnel | | |
| 3.1 | Survey Coordinator/Quality Assurance Coordinator (2 CV required – One Survey Coordinator and One QA Coordinator) | |
| | Education-Master's degree in social science 5 marks each CV) | 10 |
| | Minimum Experience- 3 years' (5 marks each CV) | 10 |
| 3.2 | Software Engineer (4 CVs required) | |
| | Education- Bachelor's degree in relevant field (Program development/system engineer) 2.5 marks each CV) | 10 |
| | Minimum Experience - 3 years 2.5 marks each CV) | 10 |
| 3.3 | Resource Person (Trainer) (1 CVs required) | |
| | Education-master's degree (10 marks) | 10 |
| | Minimum Experience - 5 years (10 marks) | 10 |
| 3.4 | Enumerators (10 CVs required) | |
| | Education- bachelor's degree (2 marks each CV) | 20 |
| | Minimum Experience - experience of 3 to 5 surveys (2 marks each CV) | 20 |

| | | |
|--------------|--|------------|
| 3.5 | Database Administrator (4 CVs required) | |
| | Education-Qualified/Certified DBA (Database administrator) (2.5 marks each CV) | 10 |
| | Minimum Experience - 3 years (2.5 marks each CV) | 10 |
| 3.6 | Survey Team Supervisor (2 CVs required) | |
| | Education- Bachelor's Degree (5 marks each CV) | 10 |
| | Minimum Experience - 3 year (5 marks each CV) | 10 |
| Total | | 140 |

Section 5. Terms of Reference

| | |
|-------------------------------------|---|
| Context of the Requirement | Hiring of a Firm for Conducting Public Perception Study for KP Merged Districts |
| Duty Station / Place of work | Peshawar - Khyber Pakhtunkhwa (KP) |
| Project | Merged Area Governance Project (MAGP) |

| | |
|--------------------------------------|--|
| Period of assignment/services | Expected duration of work is 120 working days |
| Due Date | 120 days from the day the contract is signed |
| Background | <p>The Merged Areas Governance Project (MAGP) is a technical assistance project supporting the Provincial Government in transforming the lives of the people of erstwhile FATA through integration with Khyber Pakhtunkhwa (KP), the extension of civilian governance institutions, and socio-economic development. MAGP aims to identify opportunities for transformative development through innovative approaches that effectively respond to the complexity of the context.</p> <p>The GoKP is committed to an unprecedented programme of accelerated development through 2030 to create opportunities for the people of the Merged Areas (MAs) and provide services at par with the rest of the country while consolidating stability. MAGP works hand in hand with the GoKP across many functional areas to support this process.</p> <p>Throughout, the GoKP has sought to keep the voice of local people at the center of its policymaking, recognizing that the integration of the MAs into the mainstream governance systems requires building citizens' trust in governance institutions. For example, to better understand the perceptions and expectations of the people of the MAs with regards to the merger, in August 2020, the GoKP, with support from MAGP, conducted a Tribal Barometer Survey. The findings of the barometer proved to be critical in informing policy makers about not just the hopes and fears of the people, but shed light on other key issues, such as security, the economy, media consumption patterns and other areas, notably health and education.</p> <p>The GoKP is currently in the process of devising a series of new interventions under the Accelerated Implementation Programme (AIP II) as part of operationalizing the strategic vision articulated in the Tribal Decade Strategy (TDS). Within this context, the GoKP would like to update the initial assessment conducted through the Tribal Barometer through a Perception Study, which would capture citizens' awareness and reaction to the implementation of merger reforms and the development efforts that have carried out, as well as assist in identifying potential areas of focus required to consolidate public trust in the future.</p> |
| Objectives | <p>This survey seeks to achieve the following objectives:</p> <ol style="list-style-type: none"> 1. Identify the level of public trust in various government institutions in the border districts and to identify the modulators of trust 2. Generate evidence on the effects of the development efforts and governance interventions on citizen perceptions 3. Identify border management issues affecting citizen livelihoods and perceptions on governance 4. Assess potential areas of investment for the state which can help build greater public confidence in governance institutions and facilitate border management. |

| | |
|--|--|
| Scope of Work – Firm Responsibilities | <p>To achieve the above objectives, UNDP, in collaboration with the Government of KP, wishes to acquire the services of a private firm for conducting a phone-based survey. The implementing partners will administer 2 variants of the designed questionnaires in two surveys. Variant 1 will be administered from a total of 10,000 randomly selected respondents from Merged Areas respondents and Variant 2 will be administered from a random sample of 1,000 respondents who will be randomly selected from the 10,000 respondents who participated in the first survey. As a key partner to the government, UNDP brings international and national experience for institutional effectiveness.</p> <p>Surveys:</p> <p>1. Telephone based Survey 1:</p> <p>The first survey will be administered to a stratified random sample of 10,000 respondents from the Merged Areas. Due representation will be ensured from all districts, traders, youth and women. The objective will be to elicit socio-demographic characteristics, demand for various government services and policies, trust in government institutions, laws, and policies, as well as perceptions of justice and equity. These will be telephone interviews that will last around 20-22 minutes. The respondents will be paid a participation fee of PKR 200 for completing the survey. (This cost will be paid by UNDP to the firm for onward transfer to respondents and shouldn't be included in the financial proposal of the firm). The participation fee will be transferred in a form of mobile balance transfer / Top-up in real time.</p> <p>2. App based Survey 2.</p> <p>The second survey will be administered to a sample of 1,000 respondents who will be randomly selected from the 10,000 respondents who participated in the telephone-based survey 1. UNDP may provide a sample conditioned on demographics and organized in specific groups for this component of the survey. The second survey will collect more detailed information on the characteristics elicited in the telephone-based survey 1. In addition, the respondents will participate in strategic interactions to elicit their trustworthiness, justice views, and other traits. The administered choices will be incentivized, per respondent the incentive will be an average of PKR 1000. (This cost will be paid by UNDP to the firm for onward transfer to respondents and shouldn't be included in the financial proposal of the firm). It is expected that this survey questionnaire will take about 1 hour and 20 minutes. The respondents will be answering the questions using a specifically designed app. The incentive will be transferred in a form of mobile balance transfer / Top-up in real time.</p> <p>3. Telephone Remote Technology based FGDs 2.</p> <p>Focus Group Discussions will be administered to a group of Elders, Youth, Women and Traders to elicit deeper insights into border management issues, trade potential and economic linkages across the border. A total of 10 FDGs will be conducted. The expected FDG will take 1 hour and 30 mints. UNDP will provide points of discussion, questions, and guidance notes for the FGDs.</p> <p>Details of Responsibilities and Activates:</p> <p>1. <u>UNDP.</u></p> <p>i. Study design, questionnaires, elicitation methods and implementation protocols for surveys and FDGs will be developed and provided by UNDP. All these will be provided to the firm at the time of Contract Signing- to be considered as pre-requisite of the contract award.</p> |
|--|--|

- ii. Finalize the questionnaire within 2 days after reviewing the pilot test dataset and report and share it with the firm.
- iii. Randomized list of 1000 to be shared with Firm in 2 days before the pilot test of variant 2 questionnaire.
- iv. Monitoring and quality assurance of the interviews through spot-checks and visits during implementation.
- v. Data validation of telephonic interviews through listening to call records during monitoring visits for quality assurance.
- vi. Analysis of the clean and tabulated dataset.
- vii. Final report and presentation to the counterparts.

2. Firm for Telephone and App Based Surveys:

- i. **Questionnaire Modules Development for Survey Software and App:** The firm is required to administer the telephonic interviews through a survey software, the questionnaires module for the survey software will also be developed by the firm.

The survey software features must include system-based dialing, call recording, real time balance transfer, database for dataset tabulation and dataset generation as per the UNDP Experts requirement.

The firm will develop app for the app-based survey 2. The app development activity will be performed parallel with telephone-based survey 1. Before the app pilot test the firm will demonstrate a prototype. The app features need to have real time balance transfer, and choices / responses recording in offline mode.

- ii. **Cell Number Database for Randomization:** The firm will provide a merged areas cell number database (at least 2 time the size of sample) for randomization of the 10,000 participants for telephone-based survey 1, to person responsible in UNDP for Sample Design and Sample Selection. Also keeping the nominated UNDP person in loop, responsible for implementation, monitoring, and quality assurance. The randomized list will be provided in 2 days, after sharing of the data.
- iii. **Variant 1 Pilot Test Dataset and Report:** Before securing a large data set, a pilot test would be conducted to find the feasibility and implement-ability of the variant 1 of the questionnaire designed for the interviews. This will help fine tune the questionnaires for the telephonic survey. The pilot would be conducted on 0.5% of the total sample size. For the pilot activity the firm will generate and submit a tabulated and coded dataset and report as a **first deliverable**.
- iv. **Telephone Based Survey 1:** After pilot, the firm will telephonically collect information on the finalized Variant 1 questionnaire from randomly selected 10,000 respondents from merged areas. Upon achieving the given respondent's sample, a clean, tabulated, and coded dataset will be generated as per the required format and submitted to UNDP as a **second deliverable**.
- v. **App Pilot Dataset and Report:** Before securing a large data set, an app pilot test would be conducted to find the feasibility and implement-ability of the variant 2 of the questionnaire designed through app for the interviews. This will help fine tune the questionnaires for the telephonic survey. The pilot would be conducted on 2% of the

| | |
|------------------------------------|--|
| | <p>total sample size. For the pilot activity the firm will generate and submit a tabulated and coded dataset and report as a third deliverable.</p> <p>vi. App based Survey 2 (with embedded Dictator Game): After App pilot, the firm will telephonically guide participant on app installation and form filling. The questionnaire responses will be recoded via app on the finalized Variant 2 questionnaire with embedded dictator game, from a random sample of 1,000 respondents who will be randomly selected from the 10,000 respondents who participated in the telephone-based survey 1. Upon achieving the given respondent's sample, a clean, tabulated, and coded dataset will be generated as per the required format and submitted to UNDP as a fourth and final deliverable.</p> <p>vii. Remote FGDs. The firm will conduct these FGDs in parallel with App based Survey 2 10 technology based FGDs with a group of Elders, Youth, Women and Traders, a group not less than 6 participants. The discussions points, questions list, and responses recording sheets will be shared by UNDP, the firm will share the responses sheet in form of a clean, and tabulated dataset.</p> |
| Quality Assurance Framework | <p>Data Validation:</p> <ol style="list-style-type: none"> Each call will be recorded with the consent of the respondent. A sample of call record with respective filled questionnaires will be shared with UNDP survey implementation incharge on weekly basis for data validation. The firm will ensure a margin of error not more than 2 percent. Coding Parameters will be adapted for individuals, area, gender, and occupation. The firm will provide coding scheme readable in analytic software's. The firm will ensure less than 2 percent of data errors for each survey through quality assurance of the questionnaire. For Survey 2, the App will be piloted for both technical and subject access validity. The results will be provided to UNDP and any issues will be removed before implementation. The firm will provide facility to the UNDP survey implementation incharge to listen to the live calls. <p>Monitoring Survey Activities:</p> <ol style="list-style-type: none"> Physical Monitoring: A nominated UNDP survey implementation incharge will pay regular monitoring visit to office/hall/location where the enumerator seated and making call from. Remote Monitoring: A video link will be provided to UNDP survey implementation incharge for remote monitoring. |
| Sample Selection | Size This study would consist of a series of telephonic interviews conducted across the Merged Areas. Total sample size would include 10,000 respondents. |

| | <p>Telephone based survey 1 will be administered to a random sample of 10,000 respondents from the Merged Areas.</p> <p>App based survey 2 will be administered to a random sample of 1,000 respondents who will be randomly selected from the 10,000 respondents who participated in the telephone-based survey 1.</p> <p>A total of 10 FDGs will be conducted, with a participant not less than 6.</p> | | | | | | | | | | | | | | |
|--|---|-------------|------------------|-------------------|---|------------------------|---|--|---|---------------------------|--|-------------|--|-------------|---|
| Questionnaire / Tool Design | <p>With these goals in mind, MAGP in-house experts will design questionnaires for administration at the individual level. The questions will encompass perceptions of the merger with a view to inform policy decisions related to security, extension of institutional frameworks, development investments and mechanisms.</p> <p>The variant 1 questionnaire will be to elicit socio-demographic characteristics, demand for various government services and policies, trust in government institutions, laws, and policies, as well as perceptions of justice and equity.</p> <p>The variant 2 questionnaire will collect more detailed information on the characteristics elicited in the telephone-based survey 1. In addition, the respondents will participate in strategic interactions to elicit their trustworthiness, justice views, and other traits.</p> <p>In FDG the information will be collected on border management issues, trade potential and economic linkages across the border</p> | | | | | | | | | | | | | | |
| Time Frame | The firm is expected to complete both the surveys in 120 days. | | | | | | | | | | | | | | |
| Project Team Organization | <p>1. Team for Telephonic Interviews</p> <p>The following matrix describes the human resource requirements for the project, regarding key personnel. The selected firm will be responsible for contract management of all key and non-key (e.g., Survey Supervisor, Enumerators, etc.) personnel retained by the firm for project activities. The Level of Effort and duration of service of these key personnel should be clearly linked to and reflective of their responsibilities (described below) and justified accordingly by the firm, in their Technical and Financial Proposals.</p> <table border="1"> <thead> <tr> <th>Designation</th><th>Responsibilities</th></tr> </thead> <tbody> <tr> <td>Software Engineer</td><td> <ul style="list-style-type: none"> The development Engineer shall ensure the developed applications work with the available platforms throughout the project life. </td></tr> <tr> <td>Database Administrator</td><td> <ul style="list-style-type: none"> The Database administrator is responsible for overall Data base management and maintenance. </td></tr> <tr> <td>Survey Coordinator / Quality Assurance</td><td> <ul style="list-style-type: none"> Survey coordinator will be responsible to manage the performance of survey teams. </td></tr> <tr> <td>Resource Person (Trainer)</td><td> <ul style="list-style-type: none"> The resource person shall be responsible to train the enumerators to conduct the survey in the effective manner to get accurate responses against the questioners developed. </td></tr> <tr> <td>Enumerators</td><td> <ul style="list-style-type: none"> The enumerators are responsible to conduct the survey and interview the respondents. </td></tr> <tr> <td>Supervisors</td><td> <ul style="list-style-type: none"> Supervisors shall supervise the enumerators in the field. </td></tr> </tbody> </table> | Designation | Responsibilities | Software Engineer | <ul style="list-style-type: none"> The development Engineer shall ensure the developed applications work with the available platforms throughout the project life. | Database Administrator | <ul style="list-style-type: none"> The Database administrator is responsible for overall Data base management and maintenance. | Survey Coordinator / Quality Assurance | <ul style="list-style-type: none"> Survey coordinator will be responsible to manage the performance of survey teams. | Resource Person (Trainer) | <ul style="list-style-type: none"> The resource person shall be responsible to train the enumerators to conduct the survey in the effective manner to get accurate responses against the questioners developed. | Enumerators | <ul style="list-style-type: none"> The enumerators are responsible to conduct the survey and interview the respondents. | Supervisors | <ul style="list-style-type: none"> Supervisors shall supervise the enumerators in the field. |
| Designation | Responsibilities | | | | | | | | | | | | | | |
| Software Engineer | <ul style="list-style-type: none"> The development Engineer shall ensure the developed applications work with the available platforms throughout the project life. | | | | | | | | | | | | | | |
| Database Administrator | <ul style="list-style-type: none"> The Database administrator is responsible for overall Data base management and maintenance. | | | | | | | | | | | | | | |
| Survey Coordinator / Quality Assurance | <ul style="list-style-type: none"> Survey coordinator will be responsible to manage the performance of survey teams. | | | | | | | | | | | | | | |
| Resource Person (Trainer) | <ul style="list-style-type: none"> The resource person shall be responsible to train the enumerators to conduct the survey in the effective manner to get accurate responses against the questioners developed. | | | | | | | | | | | | | | |
| Enumerators | <ul style="list-style-type: none"> The enumerators are responsible to conduct the survey and interview the respondents. | | | | | | | | | | | | | | |
| Supervisors | <ul style="list-style-type: none"> Supervisors shall supervise the enumerators in the field. | | | | | | | | | | | | | | |

| | <p>Deviations from this management structure in the Technical Proposal may be accepted if clear reasoning and strong justification is provided. The contracted firm's team of key personnel would be composed of the same individuals cited in their Technical Proposal and any changes therein, after award of contract, would need to be cleared beforehand by UNDP.</p> | | | | | | | | | | | | | | | | |
|---|--|---|--------------------------------------|--------------------|----------------------------------|--|----------|--------------------------|----------------|--------------------|----------------------------------|---|-------------------------------|---|--------------------------------------|-----|---------------------|
| Underlying Mandatory Requirements | <p>The selected firm is expected to conform to the following mandatory requirements:</p> <ul style="list-style-type: none"> a) Maintain confidentiality of individuals. b) Respect local socio-cultural norms, traditions, and practices in the conduct of research; and c) Remain sensitive to the working environment, needs, priorities and timelines of government counterparts always. d) Strictly refrain from presenting plagiarized content in any deliverable submitted for review. e) Follow office protocols defined for the COVID-19 keeping in view the staff safety. f) The firm will ensure transparency and accountability throughout the data collection process by recording the calls with consent of the respondent and elaborate in technical proposal, how to they will transfer participation fee and incentive in real time to the respondents during the call g) The firm will provide remote monitoring facility for the UNDP team. h) Complete the activity within given timeframe, providing quality deliverables before the cutoff date would be appreciated. i) Act in strict conformity to the laws of the country. j) Refrain from employing children. k) Not be affiliated or linked to any political party. l) Maintain strict neutrality and refrain from any activities which could be interpreted as biased. m) Conduct only activities related to the assignment. n) Refrain from any interference in other aspects of the government's work. o) Utilize existing local resources where possible to build local capacity. | | | | | | | | | | | | | | | | |
| Management and reporting | <p>Under the overall supervision of the MAGP Program Manager/Team Leader, the firm will report to Lead Economic Advisor. Day-to-day reporting to the Senior Coordination and Implementation Specialist (SCIS) in close coordination with the Project Manager.</p> <p>The consulting firm/ organization/ company will provide one full-time technical expert as a Team Lead and one Survey Expert as team member.</p> | | | | | | | | | | | | | | | | |
| List and Description of Expected Outputs to be Delivered | <p>UNDP would process payments after completion and approval of agreed-upon deliverables. Any delays in this regard, within reasonable bounds, would be accommodated by the contracted firm.</p> <p>Following deliverables will be submitted according to agreed timeline:</p> <table border="1"> <thead> <tr> <th></th><th>Activity</th><th>Key outputs/deliverables</th><th>Estimated time</th><th>Payment Percentage</th><th>Review & Approvals Required from</th></tr> </thead> <tbody> <tr> <td>1</td><td>Pilot test Dataset and Report</td><td>System generated dataset of the Pilot test from 0.5 % survey sample. Pilot test report</td><td>12 days (after signing the contract)</td><td>20%</td><td>Program Manager/LEA</td></tr> </tbody> </table> | | | | | | Activity | Key outputs/deliverables | Estimated time | Payment Percentage | Review & Approvals Required from | 1 | Pilot test Dataset and Report | System generated dataset of the Pilot test from 0.5 % survey sample. Pilot test report | 12 days (after signing the contract) | 20% | Program Manager/LEA |
| | Activity | Key outputs/deliverables | Estimated time | Payment Percentage | Review & Approvals Required from | | | | | | | | | | | | |
| 1 | Pilot test Dataset and Report | System generated dataset of the Pilot test from 0.5 % survey sample. Pilot test report | 12 days (after signing the contract) | 20% | Program Manager/LEA | | | | | | | | | | | | |

| | | | | | | |
|--|--------------|---|--|---|----------------|---------------------|
| | 2 | Telephone based survey 1 dataset. | System generated clean dataset of 10,000 respondents. | 72 days (after signing the contract) | 40% | Program Manager/LEA |
| | 3 | App Pilot test Dataset and Report | System generated dataset of the Pilot test from 50 respondents. Pilot test report | 87 days (after signing the contract) | 20% | Program Manager/LEA |
| | 4 | i. App based survey 2 dataset. ii. FGDs Dataset. | i. System generated clean dataset of 1000 respondents. ii. 10 FGDs cumulative Dataset | 120 days (after signing the contract) | 10% 10% | Program Manager/LEA |
| | Total | | | 120 Days | 100% | |

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 | <input type="checkbox"/> |
| ▪ Form B: Bidder Information Form | <input type="checkbox"/> |
| ▪ Form C: Joint Venture/Consortium/ Association Information Form Not Applicable | <input type="checkbox"/> |
| ▪ Form D: Qualification Form | <input type="checkbox"/> |
| ▪ Form E: Format of Technical Proposal | <input type="checkbox"/> |
| ▪ Form H: Proposal Security Form | <input type="checkbox"/> |
| Have you provided the required documents to establish compliance with the evaluation criteria in Section 4? | <input type="checkbox"/> |

Financial Proposal Envelope

(Must be submitted in a password protected PDF file)

| | |
|--|--------------------------|
| ▪ 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 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

| | |
|--|--|
| 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? | <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, [insert UGNM vendor number] |
| Are you a UNDP vendor? | <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, [insert UNDP vendor number] |
| Countries of operation | [Complete] |
| No. of full-time employees | [Complete] |
| Quality Assurance Certification (e.g. ISO 9000 or Equivalent) (If yes, provide a Copy of the valid Certificate): | [Complete] |
| Does your Company hold any accreditation such as ISO 14001 related to the environment? (If yes, provide a Copy of the valid Certificate): | [Complete] |
| Does your Company have a written Statement of its Environmental Policy? (If yes, provide a Copy) | [Complete] |
| Contact person UNDP may contact for requests for clarification during Proposal evaluation | Name and Title: [Complete] Telephone numbers: [Complete] Email: [Complete] |
| Please attach the following documents: | <input checked="" type="checkbox"/> Power of Attorney to the authorised representative to submit/sign the RFP submission documents and for further correspondence with UNDP on behalf of organisation. <input checked="" type="checkbox"/> Technical and Financial proposals should be submitted as separate PDF files. Financial Proposal must be password protected.; <input checked="" type="checkbox"/> Proposer's Profile providing organogram, details of employees, CVs of key professionals, list of clients and available facilities/expertise; <input checked="" type="checkbox"/> Tax Registration (NTN/STN) 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 three years (2018-2019, 2019-2020 and 2020-2021)
- ☒ Certificate of Registration of the Business, i.e. Articles of Incorporation, or SECP Registration.
- C) The Bidder Must provide **3 Contracts** of aggregate Value **PKR 30 million** executed in **last 5 Years**.
Bidder must provide copies of these contract.
- ☒ Statement of Satisfactory Performance from the Top Three Clients in the past five years for reference. Note: Please provide the latest contact details of the focal point at client for which performance certificates will be provided.
- ☒ 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

| | | | |
|-----------------|-------------------------------|-------|-------------|
| 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] |

Name of leading partner

(with authority to bind the JV, Consortium, Association during the RFP process and, in the event a Contract is awarded, during contract execution)

[Complete]

We have attached a 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: | [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

| <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 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 | USD |
| | Year | USD |
| | Year | USD |
| Latest Credit Rating (if any), indicate the source | | |

| Financial information (in US\$ equivalent) | Historic information for the last 3 years |
|--|---|
|--|---|

| | Year 1 | Year 2 | Year 3 |
|----------------------------|-----------------------------------|--------|--------|
| | Information from Balance Sheet | | |
| Total Assets (TA) | | | |
| Total Liabilities (TL) | | | |
| Current Assets (CA) | | | |
| Current Liabilities (CL) | | | |
| | Information from Income Statement | | |
| Total / Gross Revenue (TR) | | | |
| Profits Before Taxes (PBT) | | | |
| Net Profit | | | |
| Current Ratio | | | |

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

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

Form E: Format of Technical Proposal

| | | | |
|-----------------|-------------------------------|-------|-------------|
| Name of Bidder: | [Insert Name of Bidder] | Date: | Select date |
| RFP reference: | [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.

Format for CV of Proposed Key Personnel

| | |
|--|--|
| Name of Personnel | [Insert] |
| Position for this assignment | [Insert] |
| Nationality | [Insert] |
| Language proficiency | [Insert] |
| Education/ Qualifications | [Summarize college/university and other specialized education of personnel member, giving names of schools, dates attended, and degrees/qualifications obtained.] |
| | [Insert] |
| Professional certifications | [Provide details of professional certifications relevant to the scope of services] |
| | <ul style="list-style-type: none"> ▪ 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] |
| References | [Provide names, addresses, phone and email contact information for two (2) references] |
| | 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 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.

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

The Financial Proposal must provide a detailed cost breakdown. Provide separate figures for each functional grouping or category.

A. Cost Breakdown per Deliverable*

| | Activity | Key outputs/deliverables | Estimated time | Payment Percentage | Amount |
|---|---|---|---------------------------------------|--------------------|--------|
| 1 | Pilot test Dataset and Report | System generated dataset of the Pilot test from 0.5 % survey sample. Pilot test report | 12 days (after signing the contract) | 20% | |
| 2 | Telephone based survey 1 dataset. | System generated clean dataset of 10,000 respondents. | 72 days (after signing the contract) | 40% | |
| 3 | App Pilot test Dataset and Report | System generated dataset of the Pilot test from 50 respondents. Pilot test report | 87 days (after signing the contract) | 20% | |
| 4 | ii. App based survey 2 dataset. v. FGDs Dataset. | ii. System generated clean dataset of 1000 respondents. v. 10 FGDs cumulative Dataset | 120 days (after signing the contract) | 10% 10% | |
| | Total Amount (PKR) | | 120 Days | 100% | |

**This shall be the basis of the payment tranches*

| Public Perception Study - Telephone Based Survey 1 | | | | | |
|--|---|----------------|-----------|--------------------|------------------|
| S# | Expense Title | Unit (In Days) | Unit Cost | Frequency / Number | Total |
| 1 | Survey Software and Questionnaire Module Development and Maintenance | | | | |
| 1.2 | Server Machine (Questionnaire Module) | 70 | | 1 | - |
| 1.3 | Software Engineer | 70 | | 2 | - |
| 1.4 | Database Administrator | 70 | | 2 | - |
| Sub-Total (1) | | | | | - |
| 2 | Enumerators Training | | | | |
| 2.1 | Resource Person (Trainer) | 2 | | 1 | - |
| 2.2 | Enumerators | 2 | | 10 | - |
| 2.3 | Supervisors | 2 | | 2 | - |
| 2.4 | Survey Coordinator / QA Coordinator | 2 | | 2 | - |
| 2.5 | Venue | 2 | | 1 | - |
| 2.6 | Pick and Drop | 2 | | 3 | - |
| Sub-Total (2) | | | | | - |
| 3 | Pilot Test (@ 0.5%) and Telephone Base Survey 1 (10,000 Respondents from Merged Areas) | | | | |
| 3.1 | Enumerators | 70 | | 10 | - |
| 3.2 | Supervisors | 70 | | 2 | - |
| 3.3 | Pick and Drop | 70 | | 3 | - |
| Sub-Total (3) | | | | | - |
| 4 | Participation Fee for 10,000 Survey Respondents | | | | |
| 4.1 | Participation Fee for Survey Respondent | 10,000 | 200 | 1 | 2,000,000 |
| Sub-Total (4) | | | | | 2,000,000 |
| 5 | Survey Management Expense | | | | |

| | | | | | |
|--|---|----------|--|----|-----------|
| 5.1 | Survey Coordinator | 70 | | 1 | - |
| 5.2 | Office / Hall Rent | 70 | | 1 | - |
| 5.3 | IT Equipment | 70 | | 12 | - |
| | Telephone Bills | One Time | | 1 | - |
| 5.4 | Electricity Bills | One Time | | 1 | - |
| 5.5 | Stationary | One Time | | 1 | - |
| 5.6 | Covid-19 Protocols (Masks, Handsanitizers, Disinfectants and Tissues) | One Time | | 1 | - |
| Sub-Total (5) | | | | | - |
| Tax Amount (if any/applicable to bidder) | | | | | |
| Total Amount | | | | | 2,000,000 |

| Public Perception Study – Android App Development and Maintenance | | | | | |
|---|---------------------------------------|----------------|-----------|--------------------|-------|
| S# | Expense Title | Unit (In Days) | Unit Cost | Frequency / Number | Total |
| 1 | App for Survey 2 | | | | |
| 1.2 | Server Machine (Questionnaire Module) | 58 | | 1 | - |
| 1.3 | Software Engineer | 58 | | 2 | - |
| 1.4 | Database Administrator | 58 | | 2 | - |
| Sub-Total (1) | | | | | - |
| Tax Amount (if any/applicable to bidder) | | | | | - |
| Total Amount | | | | | - |

| Public Perception Study - App Based Survey 2 | | | | | |
|--|--|----------------|-----------|--------------------|-------|
| S# | Expense Title | Unit (In Days) | Unit Cost | Frequency / Number | Total |
| 1 | Questionnaire Module Development and Maintenance | | | | |

| | | | | | |
|----------------------|---|----------|-------|---|------------------|
| 1.2 | Server Machine (Questionnaire Module) | 43 | | 1 | - |
| 1.3 | Software Engineer | 43 | | 2 | - |
| 1.4 | Database Administrator | 43 | | 2 | - |
| Sub-Total (1) | | | | | - |
| 2 | Enumerators Training | | | | |
| 2.1 | Resource Person (Trainer) | 5 | | 1 | - |
| 2.2 | Enumerators | 5 | | 4 | - |
| 2.3 | Supervisors | 5 | | 1 | - |
| 2.4 | Survey Coordinator / QA Coordinator | 5 | | 1 | - |
| 2.4 | Venue | 5 | | 1 | - |
| 2.5 | Pick and Drop | 5 | | 1 | - |
| Sub-Total (2) | | | | | - |
| 3 | Pilot Test (50 Respondents) and Telephone Base Survey 2 (1000 Respondents of Survey 1) | | | | |
| 3.1 | Enumerators | 43 | | 4 | - |
| 3.2 | Supervisors | 43 | | 1 | - |
| 3.3 | Pick and Drop | 43 | | 1 | - |
| Sub-Total (3) | | | | | - |
| 4 | Incentive for 1000 Dictator Game Respondents | | | | |
| 4.1 | Incentive to 1000 Respondent of Dictator Game | 1,000 | 1,000 | 1 | 1,000,000 |
| Sub-Total (4) | | | | | 1,000,000 |
| 5 | Survey Management Expense | | | | |
| 5.1 | Survey Coordinator | 43 | | 1 | - |
| 5.2 | Office / Hall Rent | 43 | | 1 | - |
| 5.3 | IT Equipment | 43 | | 6 | - |
| | Telephone Bills | One Time | | 1 | - |

| | | | | |
|---|--|----------|---|------------------|
| 5.4 | Electricity Bills | One Time | 1 | - |
| 5.5 | Stationary | One Time | 1 | - |
| 5.6 | Covid-19 Protocols (Masks, Hand sanitizers, Disinfectants and Tissues) | One Time | 1 | - |
| Sub-Total (5) | | | | - |
| Tax Amount (if any/applicable to bidder) | | | | |
| Total Amount | | | | 1,000,000 |
| GRAND TOTAL PRICE | | | | |

Note: 1. The financial proposals will be evaluated on basis of Grand Total Price.

- Bidder should not include any additional line for expense. The breakdown should be given as per above table.
- The Tax matter will not be responsibility of UNDP. UNDP will neither withhold any tax amount nor provide any tax exemption to the vendor.

[Name and Signature of the Service Provider's Authorized Person]

[Designation]

[Date]

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: _____

Name: _____

Title: _____

Date: _____

Name of Bank _____

Address _____

[Stamp with official stamp of the Bank]

Section 7: FORM FOR PERFORMANCE SECURITY (Not Required)

(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 called "the Employer") in the amount of.[INSERT AMOUNT OF BOND 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.

WHEREAS the Contractor has entered into a contract with the Employer dated for [INSERT TITLE OF CONTRACT AND BRIEF DESCRIPTION OF THE WORKS] in accordance with the documents, plans, specifications and amendments thereto, which to the extent herein provided for, are by reference made part hereof and are hereinafter referred to as the Contract.

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. In testimony whereof, the Contractor has hereunto set his hand and affixed his seal, and the Surety has caused these presents to be sealed with his corporate seal duly attested by the signature of his legal representative, this.....day of.....2020

SIGNED ON:

ON BEHALF OF:

SIGNED ON:

ON BEHALF OF:

NAME &TITLE: