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REQUEST FOR PROPOSAL

**Setting up of IT based platform and interactive portal for Knowledge
Management Centre at the Institute of Urban Transport India**

(RFP/UNDP/INDIA/2014/014)

**United Nations Development Programme
May 2014**

Section 1. Letter of Invitation

Delhi
May 26, 2014

Sub: Setting up of IT based platform and interactive portal for Knowledge Management Centre at the Institute of Urban Transport India (RFP/UNDP/INDIA/2014/014)

Dear Sirs,

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:

- Section 1 – This Letter of Invitation
- Section 2 – Instructions to Proposers (including Data Sheet)
- Section 3 – Terms of Reference
- Section 4 – Proposal Submission Form
- Section 5 – Documents Establishing the Eligibility and Qualifications of the Proposer
- Section 6 – Technical Proposal Form
- Section 7 – Financial Proposal Form
- Section 8 – Contract for Professional Services, including General Terms and Conditions
- Section 9 – Proposal submission checklist

Your offer, comprising of a Technical and Financial Proposal, in separate sealed envelopes, should be submitted in accordance with Section 2.

You are kindly requested to submit an acknowledgment email to UNDP to the following address:

United Nations Development Programme
55, Lodi Estate,
New Delhi – 110 003
Email: sandeep.sharma@undp.org
Attention: Procurement Department

The email should be received by UNDP no later than June 10, 2014. The same email should advise whether your company intends to submit a Proposal. If that is not the case, UNDP would appreciate your indicating the reason, for our records.

If you have received this RFP through a direct invitation by UNDP, transferring this invitation to another firm requires your written notification to UNDP of such transfer and the name of the company to whom the invitation was forwarded.

Should you require further clarifications, kindly communicate with the contact person identified in the attached Data Sheet as the focal point for queries on this RFP.

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

Yours sincerely,

Preeti Soni
Acting Unit Head, E&E Unit
UNDP India

Section 2: Instruction to Proposers

Definitions

- a) *“Contract”* refers to the agreement that will be signed by and between the UNDP and the successful proposer, all the attached documents thereto, including the General Terms and Conditions (GTC) and the Appendices.
- b) *“Country”* refers to the country indicated in the Data Sheet.
- c) *“Data Sheet”* refers to such part of the Instructions to Proposers used to reflect conditions of the tendering process that are specific for the requirements of the RFP.
- d) *“Day”* refers to calendar day.
- e) *“Government”* refers to the Government of the country that will be receiving the services provided/rendered specified under the Contract.
- f) *“Instructions to Proposers”* (Section 2 of the RFP) refers to the complete set of documents that provides Proposers with all information needed and procedures to be followed in the course of preparing their Proposals
- g) *“LOI”* (Section 1 of the RFP) refers to the Letter of Invitation sent by UNDP to Proposers.
- h) *“Material Deviation”* refers to any contents or characteristics of the proposal that is significantly different from an essential aspect or requirement of the RFP, and : (i) substantially alters the scope and quality of the requirements; (ii) limits the rights of UNDP and/or the obligations of the offeror; and (iii) adversely impacts the fairness and principles of the procurement process, such as those that compromise the competitive position of other offerors.
- i) *“Proposal”* refers to the Proposer’s response to the Request for Proposal, including the Proposal Submission Form, Technical and Financial Proposal and all other documentation attached thereto as required by the RFP.
- j) *“Proposer”* refers to any legal entity that may submit, or has submitted, a Proposal for the provision of services requested by UNDP through this RFP.
- k) *“RFP”* refers to the Request for Proposals consisting of instructions and references prepared by UNDP for purposes of selecting the best service provider to perform the services described in the Terms of Reference.
- l) *“Services”* refers to the entire scope of tasks and deliverables requested by UNDP under the RFP.
- m) *“Supplemental Information to the RFP”* refers to a written communication issued by UNDP to prospective Proposers containing clarifications, responses to queries received from prospective Proposers, or changes to be made in the RFP, at any time after the release of the RFP but before the deadline for the submission of Proposals.
- n) *“Terms of Reference”* (TOR) refers to the document included in this RFP as Section 3 which describes the objectives, scope of services, activities, tasks to be performed, respective responsibilities of the proposer, expected results and deliverables and other data pertinent to the performance of the range of duties and services expected of the successful proposer.

A. GENERAL

1. UNDP hereby solicits Proposals in response to this Request for Proposal (RFP). Proposers must strictly adhere to all the requirements of this RFP. No changes, substitutions or other alterations to the rules and provisions stipulated in this RFP may be made or assumed unless it is instructed or approved in writing by UNDP in the form of Supplemental Information to the RFP.
2. Submission of a Proposal shall be deemed as an acknowledgement by the Proposer that all obligations stipulated by this RFP will be met and, unless specified otherwise, the Proposer has read, understood and agreed to all the instructions in this RFP.
3. Any Proposal submitted will be regarded as an offer by the Proposer and does not constitute or imply the acceptance of any Proposal by UNDP. UNDP is under no obligation to award a contract to any Proposer as a result of this RFP.
4. UNDP implements a policy of zero tolerance on proscribed practices, including fraud, corruption, collusion, unethical practices, and obstruction. UNDP is committed to preventing, identifying and addressing all acts of fraud and corrupt practices against UNDP as well as third parties involved in UNDP activities. (See http://www.undp.org/content/dam/undp/library/corporate/Transparency/UNDP_Anti_Fraud_Policy_English_FINAL_june_2011.pdf and <http://www.undp.org/content/undp/en/home/operations/procurement/protestandsanctions/> for full description of the policies)
5. In responding to this RFP, UNDP requires all Proposers to conduct themselves in a professional, objective and impartial manner, and they must at all times hold UNDP's interests paramount. Proposers must strictly avoid conflicts with other assignments or their own interests, and act without consideration for future work. All Proposers found to have a conflict of interest shall be disqualified. Without limitation on the generality of the above, Proposers, 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:
 - 5.1 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;
 - 5.2 Were involved in the preparation and/or design of the programme/project related to the services requested under this RFP; or
 - 5.3 Are found to be in conflict for any other reason, as may be established by, or at the discretion of, UNDP.

In the event of any uncertainty in the interpretation of what is potentially a conflict of interest, proposers must disclose the condition to UNDP and seek UNDP's confirmation on whether or not such conflict exists.
6. Similarly, the Proposers must disclose in their proposal their knowledge of the following :
 - 6.1 That they are owners, part-owners, officers, directors, controlling shareholders, or they have key personnel who are family 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

- 6.2 All other circumstances that could potentially lead to actual or perceived conflict of interest, collusion or unfair competition practices.

Failure of such disclosure may result in the rejection of the proposal or proposals affected by the non-disclosure.

7. The eligibility of Proposers 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 as an independent entity, the extent of Government ownership/share, receipt of subsidies, mandate, access to information in relation to this RFP, and others that may lead to undue advantage against other Proposers, and the eventual rejection of the Proposal.
8. All Proposers must adhere to the UNDP Supplier Code of Conduct, which may be found at this link: http://www.un.org/depts/ptd/pdf/conduct_english.pdf

B. CONTENTS OF PROPOSAL

9. Sections of Proposal

Proposers are required to complete, sign and submit the following documents:

- 9.1 Proposal Submission Cover Letter Form (see RFP Section 4);
- 9.2 Documents Establishing the Eligibility and Qualifications of the Proposer (see RFP Section 5);
- 9.3 Technical Proposal (see prescribed form in RFP Section 6);
- 9.4 Financial Proposal (see prescribed form in RFP Section 7);
- 9.5 Proposal Security, if applicable (if required and as stated in the **Data Sheet** (DS nos. 9-11), see prescribed Form in RFP Section 8);
- 9.6 Any attachments and/or appendices to the Proposal.

10. Clarification of Proposal

- 10.1 Proposers may request clarifications of any of the RFP documents no later than the date indicated in the **Data Sheet** (DS no. 16) prior to the proposal submission date. Any request for clarification must be sent in writing via courier or through electronic means to the UNDP address indicated in the **Data Sheet** (DS no. 17). UNDP will respond in writing, transmitted by electronic means and will transmit copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Proposers who have provided confirmation of their intention to submit a Proposal.
- 10.2 UNDP shall endeavor to provide such 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.

11. Amendment of Proposals

- 11.1 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 Proposer, modify the RFP in the form of a Supplemental Information to the RFP. All prospective Proposers will be notified in writing of all changes/amendments and additional instructions through Supplemental Information to the RFP and through the method specified in the **Data Sheet** (DS No. 18).
- 11.2 In order to afford prospective Proposers reasonable time to consider the amendments in

preparing their Proposals, UNDP may, at its discretion, extend the deadline for submission of Proposals, if the nature of the amendment to the RFP justifies such an extension.

C. PREPARATION OF PROPOSALS

12. Cost

The Proposer 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 in no case be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process.

13. Language

The Proposal, as well as any and all related correspondence exchanged by the Proposer and UNDP, shall be written in the language (s) specified in the **Data Sheet** (DS No 4). Any printed literature furnished by the Proposer written in a language other than the language indicated in the **Data Sheet**, must be accompanied by a translation in the preferred language indicated in the **Data Sheet**. For purposes of interpretation of the Proposal, and in the event of discrepancy or inconsistency in meaning, the version translated into the preferred language shall govern. Upon conclusion of a contract, the language of the contract shall govern the relationship between the contractor and UNDP.

14. Proposal Submission Form

The Proposer shall submit the Proposal Submission Form using the form provided in Section 4 of this RFP.

15. Technical Proposal Format and Content

Unless otherwise stated in the **Data Sheet** (DS no. 28), the Proposer shall structure the Technical Proposal as follows:

15.1 Expertise of Firm/Organization – this section should provide details regarding management structure of the organization, organizational capability/resources, and experience of organization/firm, the list of projects/contracts (both completed and on-going, both domestic and international) which are related or similar in nature to the requirements of the RFP, and proof of financial stability and adequacy of resources to complete the services required by the RFP (see RFP clause 18 and DS No. 26 for further details). The same shall apply to any other entity participating in the RFP as a Joint Venture or Consortium.

15.2 Proposed Methodology, Approach and Implementation Plan – this section should demonstrate the Proposer's response to the Terms of Reference by identifying the specific components proposed, how the requirements shall be addressed, as specified, point by point; providing a detailed description of the essential performance characteristics proposed; identifying the works/portions of the work that will be subcontracted; and demonstrating how the proposed methodology meets or exceeds the specifications, while ensuring appropriateness of the approach to the local conditions and the rest of the project operating environment. This methodology must be laid out in an implementation timetable that is within the duration of the contract as specified in the **Data Sheet** (DS nos. 29 and 30).

Proposers must be fully aware that the products or services that UNDP requires may be transferred, immediately or eventually, by UNDP to the Government partners, or to an entity

nominated by the latter, in accordance with UNDP's policies and procedures. All proposers are therefore required to submit the following in their proposals :

- a) A statement of whether any import or export licences are required in respect of the goods to be purchased or services to be rendered, including any restrictions in the country of origin, use or dual use nature of the goods or services, including any disposition to end users; and
- b) Confirmation that the Proposer has obtained license of this nature in the past, and have an expectation of obtaining all the necessary licenses, should their Proposal be rendered the most responsive.

15.3 Management Structure and Key Personnel – This section should include the comprehensive curriculum vitae (CVs) of key personnel that will be assigned to support the implementation of the proposed methodology, clearly defining the roles and responsibilities vis-à-vis the proposed methodology. CVs should establish competence and demonstrate qualifications in areas relevant to the TOR.

In complying with this section, the Proposer assures and confirms to UNDP that the personnel being nominated are available for the Contract on the dates proposed. If any of the key personnel later becomes unavailable, except for unavoidable reasons such as death or medical incapacity, among other possibilities, UNDP reserves the right to consider the proposal non-responsive. Any deliberate substitution arising from unavoidable reasons, including delay in the implementation of the project of programme through no fault of the Proposer shall be made only with UNDP's acceptance of the justification for substitution, and UNDP's approval of the qualification of the replacement who shall be either of equal or superior credentials as the one being replaced.

15.4 Where the **Data Sheet** requires the submission of the Proposal Security, the Proposal Security shall be included along with the Technical Proposal. The Proposal Security may be forfeited by UNDP, and reject the Proposal, in the event of any or any combination of the following conditions:

- a) If the Proposer withdraws its offer during the period of the Proposal Validity specified in the **Data Sheet** (DS no. 11), or;
- b) If the Proposal Security amount is found to be less than what is required by UNDP as indicated in the **Data Sheet** (DS no. 9), or;
- c) In the case the successful Proposer fails:
 - i. to sign the Contract after UNDP has awarded it;
 - ii. to comply with UNDP's variation of requirement, as per RFP clause 35; or
 - iii. to furnish Performance Security, insurances, or other documents that UNDP may require as a condition to rendering the effectivity of the contract that may be awarded to the Proposer.

16. Financial Proposals

The Financial Proposal shall be prepared using the attached standard form (Section 7). It shall list all major cost components associated with the services, and the detailed breakdown of such costs. All outputs and activities described in the Technical Proposal must be priced separately on a one-to-one correspondence. 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.

17. Currencies

All prices shall be quoted in the currency indicated in the **Data Sheet** (DS no. 15). However, where Proposals are quoted in different currencies, for the purposes of comparison of all Proposals:

- 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
- b) In the event that the proposal found to be the most responsive to the RFP requirement is quoted in another currency different from the preferred currency as per **Data Sheet** (DS no. 15), then UNDP shall reserve the right to award the contract in the currency of UNDP's preference, using the conversion method specified above.

Proposals submitted by two (2) or more Proposers shall all be rejected if they are found to have any of the following :

- a) they have at least one controlling partner, director or shareholder in common; or
- b) any one of them receive or have received any direct or indirect subsidy from the other/s; or
- c) they have the same legal representative for purposes of this RFP; or
- d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about, or influence on the Proposal of, another Proposer 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 Proposer; or
- f) an expert proposed to be in the team of one Proposer participates in more than one Proposal received for this RFP process. This condition does not apply to subcontractors being included in more than one Proposal.

18. Documents Establishing the Eligibility and Qualifications of the Proposer

The Proposer shall furnish documentary evidence of its status as an eligible and qualified vendor, using the forms provided under Section 5, Proposer Information Forms. In order to award a contract to a Proposer, its qualifications must be documented to UNDP's satisfaction. These include, but are not limited to, the following:

- a) That, in the case of a Proposer offering to supply goods under the Contract which the Proposer did not manufacture or otherwise produce, the Proposer has been duly authorized by the goods' manufacturer or producer to supply the goods in the country of final destination;
- b) That the Proposer has the financial, technical, and production capability necessary to perform the Contract; and
- c) That, to the best of the Proposer's knowledge, it is not included in the UN 1267/1989 List or the UN Ineligibility List, nor in any and all of UNDP's list of suspended and removed vendors.

19. Joint Venture, Consortium or Association

If the Proposer is a group of legal entities that will form or have formed a joint venture, consortium or association at the time of the submission of 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 joint venture jointly and severally, and this shall be duly evidenced by a duly notarized Agreement among the legal entities, which shall be submitted along 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.

After the Proposal has been submitted to UNDP, the lead entity identified to represent the joint

venture shall not be altered without the prior written consent of UNDP. Furthermore, neither the lead entity nor the member entities of the joint venture can:

- a) Submit another proposal, either in its own capacity; nor
- b) As a lead entity or a member entity for another joint venture submitting another Proposal.

The description of the organization of the joint venture/consortium/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 Joint Venture Agreement. All entities that comprise the joint venture shall be subject to the eligibility and qualification assessment by UNDP.

Where a joint venture is presenting its track record and experience in a similar undertaking as those required in the RFP, it should present such information in the following manner:

- a) Those that were undertaken together by the joint venture; and
- b) Those that were undertaken by the individual entities of the joint venture expected to be involved in the performance of the services defined in the RFP.

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 joint venture or those of its members, but should only be claimed by the individual experts themselves in their presentation of their individual credentials.

If a joint venture's Proposal is determined by UNDP as the most responsive Proposal that offers the best value for money, UNDP shall award the contract to the joint venture, in the name of its designated lead entity. The lead entity shall sign the contract for and on behalf of all other member entities.

20. Alternative Proposals

Unless otherwise specified in the **Data Sheet** (DS nos. 5 and 6), alternative proposals shall not be considered. 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.

21. Validity Period

Proposals shall remain valid for the period specified in the **Data Sheet** (DS no. 8), commencing on the submission deadline date also indicated in the **Data Sheet** (DS no. 21). A Proposal valid for a shorter period shall be immediately rejected by UNDP and rendered non-responsive.

In exceptional circumstances, prior to the expiration of the proposal validity period, UNDP may request Proposers 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.

22. Proposer's Conference

When appropriate, a proposer's conference will be conducted at the date, time and location specified in the **Data Sheet** (DS no. 7). All Proposers are encouraged to attend. Non-attendance, however, shall not result in disqualification of an interested Proposer. Minutes of the proposer's conference will be either posted on the UNDP website, or disseminated to the individual firms who have registered or expressed interest with the contract, whether or not they attended the conference. No verbal statement made during the conference shall modify the terms and conditions of the RFP unless such statement is specifically written in the Minutes of the Conference, or issued/posted as an amendment in the form of a Supplemental Information to the

D. SUBMISSION AND OPENING OF PROPOSALS

23. Submission

- 23.1 The Financial Proposal and the Technical 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 MUST clearly indicate the name of the Proposer. The outer envelopes shall bear the address of UNDP as specified in the **Data Sheet** (DS no.20) and shall include the Proposer’s name and address, as well as a warning that state “*not to be opened before the time and date for proposal opening*” as specified in the **Data Sheet** (DS no. 24). The Proposer shall assume the responsibility for the misplacement or premature opening of Proposals due to improper sealing and labeling by the Proposer.
- 23.2 Proposers must submit their Proposals in the manner specified in the **Data Sheet** (DS nos. 22 and 23). When the Proposals are expected to be in transit for more than 24 hours, the Proposer must ensure that sufficient lead time has been provided in order to comply with UNDP’s deadline for submission. UNDP shall indicate for its record that the official date and time of receiving the Proposal is the actual date and time when the said Proposal has physically arrived at the UNDP premises indicated in the **Data Sheet** (DS no. 20).
- 23.3 Proposers submitting Proposals by mail or by hand shall enclose the original and each copy of the Proposal, in separate sealed envelopes, duly marking each of the envelopes as “Original Proposal” and “Copy of Proposal” as appropriate. The 2 envelopes shall then be sealed in an outer envelope. The number of copies required shall be as specified in the **Data Sheet** (DS No. 19). In the event of any discrepancy between the contents of the “Original Proposal” and the “Copy of Proposal”, the contents of the original shall govern. The original version of the Proposal shall be signed or initialed by the Proposer or person(s) duly authorized to commit the Proposer on every page. The authorization shall be communicated through a document evidencing such authorization issued by the highest official of the firm, or a Power of Attorney, accompanying the Proposal.
- 23.4 Proposers must be aware that the mere act of submission of a Proposal, in and of itself, implies that the Proposer accepts the General Contract Terms and Conditions of UNDP as attached hereto as Section 11.

24. Deadline for Submission of Proposals and Late Proposals

Proposals must be received by UNDP at the address and no later than the date and time specified in the **Data Sheet** (DS nos. 20 and 21).

UNDP shall not consider any Proposal that arrives after the deadline for submission of Proposals. Any Proposal received by UNDP after the deadline for submission of Proposals shall be declared late, rejected, and returned unopened to the Proposer.

25. Withdrawal, Substitution, and Modification of Proposals

- 25.1 Proposers are expected to have sole responsibility for taking steps to carefully examine in detail the full consistency of its Proposals to the requirements of the RFP, keeping in mind that material deficiencies in providing information requested by UNDP, or lack clarity in the description of services to be provided, may result in the rejection of the Proposal. The

Proposer shall assume the responsibility regarding erroneous interpretations or conclusions made by the Proposer in the course of understanding the RFP out of the set of information furnished by UNDP.

- 25.2 A Proposer may withdraw, substitute or modify its Proposal after it has been submitted by sending a written notice in accordance with Clause 23.1, 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 must accompany the respective written notice. All notices must be received by UNDP prior to the deadline for submission and submitted in accordance with RFP Clause 23.1 (except that withdrawal notices do not require copies). The respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," or "MODIFICATION".
- 25.3 Proposals requested to be withdrawn shall be returned unopened to the Proposers.
- 25.4 No Proposal may be withdrawn, substituted, or modified in the interval between the deadline for submission of Proposals and the expiration of the period of proposal validity specified by the Proposer on the Proposal Submission Form or any extension thereof.

26. Proposal Opening

UNDP will open the Proposals in the presence of an ad-hoc committee formed by UNDP of at least two (2) members. If electronic submission is permitted, any specific electronic proposal opening procedures shall be as specified in the **Data Sheet** (DS no. 23).

The Proposers' names, modifications, withdrawals, the condition of the envelope labels/seals, the number of folders/files and all other such other details as UNDP may consider appropriate, will be announced at the opening. No Proposal shall be rejected at the opening stage, except for late submission, for which the Proposal shall be returned unopened to the Proposer.

27. Confidentiality

Information relating to the examination, evaluation, and comparison of Proposals, and the recommendation of contract award, shall not be disclosed to Proposers or any other persons not officially concerned with such process, even after publication of the contract award.

Any effort by a Proposer 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.

In the event that a Proposer is unsuccessful, the Proposer may seek a meeting with UNDP for a debriefing. The purpose of the debriefing is discussing the strengths and weaknesses of the Proposer's submission, in order to assist the Proposer in improving the proposals presented to UNDP. The content of other proposals and how they compare to the Proposer's submission shall not be discussed.

E. EVALUATION OF PROPOSALS

28. Preliminary Examination of Proposals

UNDP shall examine the Proposals to determine whether they are complete with respect to minimum documentary requirements, whether the documents have been properly signed, whether or not the Proposer is in the UN Security Council 1267/1989 Committee's list of terrorists

and terrorist financiers, and in UNDP's list of suspended and removed vendors, and whether the Proposals are generally in order, among other indicators that may be used at this stage. UNDP may reject any Proposal at this stage.

29. Evaluation of Proposals

29.1 UNDP shall examine the Proposal to confirm that all terms and conditions under the UNDP General Terms and Conditions and Special Conditions have been accepted by the Proposer without any deviation or reservation.

29.2 The evaluation team shall review and evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and other documentation provided, applying the evaluation criteria, sub-criteria, and point system specified in the **Data Sheet** (DS no. 32). Each responsive Proposal will be given a technical score. A Proposal shall be rendered non-responsive at this stage if it does not substantially respond to the RFP particularly the demands of the Terms of Reference, which also means that it fails to achieve the minimum technical score indicated in the **Data Sheet** (DS no. 25). Absolutely no changes may be made by UNDP in the criteria, sub-criteria and point system indicated in the **Data Sheet** (DS no. 32) after all Proposals have been received.

29.3 In the second stage, only the Financial Proposals of those Proposers who achieve the minimum technical score will be opened for evaluation for comparison and review. The Financial Proposal Envelopes corresponding to Proposals that did not meet the minimum passing technical score shall be returned to the Proposer unopened. The overall evaluation score will be based either on a combination of the technical score and the financial offer, or the lowest evaluated financial proposal of the technically qualified Proposers. The evaluation method that applies for this RFP shall be as indicated in the **Data Sheet** (DS No. 25).

When the Data Sheet specifies a combined scoring method, the formula for the rating of the Proposals will be as follows:

Rating the Technical Proposal (TP):

$$\text{TP Rating} = (\text{Total Score Obtained by the Offer} / \text{Max. Obtainable Score for TP}) \times 100$$

Rating the Financial Proposal (FP):

$$\text{FP Rating} = (\text{Lowest Priced Offer} / \text{Price of the Offer Being Reviewed}) \times 100$$

Total Combined Score:

$$\frac{(\text{TP Rating}) \times (\text{Weight of TP, e.g. 70\%}) + (\text{FP Rating}) \times (\text{Weight of FP, e.g., 30\%})}{}$$

Total Combined and Final Rating of the Proposal

29.4 UNDP reserves the right to undertake a post-qualification exercise aimed at determining, to its satisfaction the validity of the information provided by the Proposer. Such post-qualification shall be fully documented and, among those that may be listed in the **Data Sheet** (DS No.33), may include, but need not be limited to, all or any combination of the following :

a) Verification of accuracy, correctness and authenticity of information provided by the

- Proposer on the legal, technical and financial documents submitted;
- 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 Proposer, or any other entity that may have done business with the Proposer;
 - d) Inquiry and reference checking with other previous clients on the quality of performance on ongoing or previous contracts completed;
 - e) Physical inspection of the Proposer's offices, branches or other places where business transpires, with or without notice to the Proposer;
 - f) Quality assessment of ongoing and completed outputs, works and activities similar to the requirements of UNDP, where available; and
 - g) Other means that UNDP may deem appropriate, at any stage within the selection process, prior to awarding the contract.

30. Clarification of Proposals

To assist in the examination, evaluation and comparison of Proposals, UNDP may, at its discretion, ask any Proposer for a clarification of its Proposal.

UNDP's request for clarification and the response shall be in writing. Notwithstanding the written communication, 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 Clause 32.

Any unsolicited clarification submitted by a Proposer in respect to its Proposal, which is not a response to a request by UNDP, shall not be considered during the review and evaluation of the Proposals.

31. Responsiveness of Proposal

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.

If a Proposal is not substantially responsive, it shall be rejected by UNDP and may not subsequently be made responsive by the Proposer by correction of the material deviation, reservation, or omission.

32. Nonconformities, Reparable Errors and Omissions

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.

Provided that a Proposal is substantially responsive, UNDP may request the Proposer 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 Proposer to comply with the request may result in the rejection of its Proposal.

Provided that the Proposal is substantially responsive, UNDP shall correct arithmetical errors as follows:

- a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of UNDP there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;
- b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to the above.

If the Proposer does not accept the correction of errors made by UNDP, its Proposal shall be rejected.

F. AWARD OF CONTRACT

33. Right to Accept, Reject, or Render Non-Responsive Any or All Proposals

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 Proposer(s) of the grounds for UNDP's action. Furthermore, UNDP shall not be obliged to award the contract to the lowest price offer.

UNDP shall also verify, and immediately reject their respective Proposal, if the Proposers are found to appear in the UN's Consolidated List of Individuals and Entities with Association to Terrorist Organizations, in the List of Vendors Suspended or Removed from the UN Secretariat Procurement Division Vendor Roster, the UN Ineligibility List, and other such lists that as may be established or recognized by UNDP policy on Vendor Sanctions. (See <http://www.undp.org/content/undp/en/home/operations/procurement/protestandsanctions/> for details)

34. Award Criteria

Prior to expiration of the period of proposal validity, UNDP shall award the contract to the qualified Proposer with the highest total score based on the evaluation method indicated in the **Data Sheet** (DS nos. 25 and 32).

35. Right to Vary Requirements at the Time of Award

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.

36. Contract Signature

Within fifteen (15) days from the date of receipt of the Contract, the successful Proposer shall sign and date the Contract and return it to UNDP.

Failure of the successful Proposer to comply with the requirement of RFP Clause 35 and this provision shall constitute sufficient grounds for the annulment of the award, and forfeiture of the Proposal Security if any, and on which event, UNDP may award the Contract to the Proposer with the second highest rated Proposal, or call for new Proposals.

37. Performance Security

A performance security, if required, shall be provided in the amount and form provided in Section 9 and by the deadline indicated in the **Data Sheet** (DS no. 14), as applicable. Where a Performance Security will be required, the submission of the said document, and the confirmation of its acceptance by UNDP, shall be a condition for the effectivity of the Contract that will be signed by and between the successful Proposer and UNDP.

38. Bank Guarantee for Advanced Payment

Except when the interests of UNDP so require, it is the UNDP's preference to make no advanced payment(s) on contracts (i.e., payments without having received any outputs). In the event that the Proposer requires an advanced payment upon contract signature, and if such request is duly accepted by UNDP, and the said advanced payment exceeds 20% of the total proposal price, or exceed the amount of USD 30,000, UNDP shall require the Proposer to submit a Bank Guarantee in the same amount as the advanced payment. A bank guarantee for advanced payment shall be furnished in the form provided in Section 10.

39. Vendor Protest

UNDP's vendor protest procedure provides an opportunity for appeal to those persons or firms not awarded a purchase order or contract through a competitive procurement process. In the event that a Proposer believes that it was not treated fairly, the following link provides further details regarding UNDP vendor protest procedures:

<http://www.undp.org/content/undp/en/home/operations/procurement/protestandsanctions/>

Instructions to Proposers

DATA SHEET

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

DS No.	Cross Ref. to Instructions	Data	Specific Instructions / Requirements
1		Project Title :	Sustainable Urban Transport Project (SUTP)
2		Title of Services/Work:	Setting up of IT based platform and interactive portal for Knowledge Management Centre at the Institute of Urban Transport India
3		Country / Region of Work Location:	India
4	C.13	Language of the Proposal:	<input checked="" type="checkbox"/> English
5	C.20	Conditions for Submitting Proposals for Parts or sub-parts of the TOR	<input checked="" type="checkbox"/> Not Allowed
6	C.20	Conditions for Submitting Alternative Proposals	<input checked="" type="checkbox"/> Shall not be considered
7	C.22	A pre-proposal conference will be held on:	No pre-proposal conference will be carried out for this procurement process.
8	C.21	Period of Proposal Validity commencing on the submission date	<input type="checkbox"/> 60 days <input type="checkbox"/> 90 days <input checked="" type="checkbox"/> 120 days
9	B.9.5 C.15.4 b)	Proposal Security	<input checked="" type="checkbox"/> Not Required
10	B.9.5	Acceptable forms of Proposal Security	<input checked="" type="checkbox"/> Not Required
11	B.9.5 C.15.4 a)	Validity of Proposal Security	<input checked="" type="checkbox"/> Not Required
12		Advanced Payment upon signing	<input checked="" type="checkbox"/> Not Allowed (for payment schedule, please refer to

		of contract	Section 7)
13		Liquidated Damages	<input checked="" type="checkbox"/> Will not be imposed
14	F.37	Performance Security	<input checked="" type="checkbox"/> Not Required
15	C.17, C.17 b)	Preferred Currency of Proposal and Method for Currency conversion	<input checked="" type="checkbox"/> Indian Rupees (INR)
16	B.10.1	Deadline for submitting requests for clarifications/questions	5 working days before the submission date.
17	B.10.1	Contact Details for submitting clarifications/questions ¹	Focal Person in UNDP: Mr. Sandeep Sharma, Procurement Unit E-mail address dedicated for this purpose: sandeep.sharma@undp.org
18	B.11.1	Manner of Disseminating Supplemental Information to the RFP and responses/clarifications to queries	<input checked="" type="checkbox"/> Direct communication to prospective Proposers by email or fax, and Posting on the website http://www.undp.org/content/india/en/home/operations/procurement/
19	D.23.3	No. of copies of Proposal that must be submitted [if transmitted by courier]	<ul style="list-style-type: none"> • Original : One (1) • Please also provide technical proposal and its annexures (scanned copies in ONE PDF FILE) in a CD/DVD; and can be kept in the envelope containing hard copy technical proposal. PLEASE NOTE THAT CD/DVD should not contain Financial Proposal
20	D.23.1 D.23.2 D.24	Proposal Submission Address	United Nations Development Programme 55, Lodi Estate, New Delhi – 110 003 Attention: Procurement Department
21	C.21 D.24	Deadline of Submission	16th June 2014, 17:30 hrs. (IST)
22	D.23.2	Allowable Manner of Submitting Proposals	<input checked="" type="checkbox"/> Courier/Hand Delivery
23	D.23.2 D.26	Conditions and Procedures for electronic submission and opening, if allowed	Not applicable
24	D.23.1	Date, time and venue for opening of Proposals	Not applicable

¹ This contact person and address is officially designated by UNDP. If inquiries are sent to other person/s or address/es, even if they are UNDP staff, UNDP shall have no obligation to respond nor can UNDP confirm that the query was officially received.

25	E.29.2 E.29.3 F.34	Evaluation method to be used in selecting the most responsive Proposal	<input checked="" type="checkbox"/> Combined Scoring Method, using the 70%-30% distribution for technical and financial proposals, respectively, where the minimum passing score of technical proposal is 70%
26	C.15.1	Required Documents that must be Submitted to Establish Qualification of Proposers (In "Certified True Copy" form only)	<input checked="" type="checkbox"/> Company Profile, which should <u>not</u> exceed fifteen (15) pages, including printed brochures and product catalogues relevant to the services being procured <input checked="" type="checkbox"/> Certificate of Registration of the business, including Articles of Incorporation, or equivalent document if Bidder is not a corporation <input checked="" type="checkbox"/> Tax Registration/Payment Certificate issued by the Internal Revenue Authority evidencing that the Bidder is updated with its tax payment obligations, or Certificate of Tax exemption, if any such privilege is enjoyed by the Bidder <input checked="" type="checkbox"/> Quality Certificate (e.g., ISO, etc.) and/or other similar certificates, including Environmental Compliance Certificates, accreditations, awards and citations received by the Bidder, if any <input checked="" type="checkbox"/> Latest Audited Financial Statement (Income Statement and Balance Sheet) including Auditor's Report for the past three (3) years. <input checked="" type="checkbox"/> Statement of Satisfactory Performance from the Top two (2) clients in terms of Contract Value the past five (3) years.
27		Other documents that may be Submitted to Establish Eligibility	Not applicable
28	C.15	Structure of the Technical Proposal	Please refer to Section 6 for guidance on technical proposal format and structure.
29	C.15.2	Latest Expected date for commencement of Contract	June 2014
30	C.15.2	Expected duration of contract (Target Commencement Date and Completion Date)	12 Months
31		UNDP will award the contract to:	<input checked="" type="checkbox"/> One Proposer only
32	E.29.2 F.34	Criteria for the Award of Contract and Evaluation of Proposals	<input checked="" type="checkbox"/> Compliance on Preliminary Examination of Proposals <input checked="" type="checkbox"/> Compliance on Essential Eligibility/Qualification requirements <input checked="" type="checkbox"/> Highest Combined Score (based on the 70% technical offer and 30% price weight distribution) <input checked="" type="checkbox"/> Full acceptance of the UNDP Contract General Terms and Conditions (GTC). This is a mandatory criteria and cannot be deleted regardless of the nature of services required. Non acceptance of the GTC may be grounds for the rejection of the Proposal. (See Tables below)

33	E.29.4	Post-Qualification Actions	<input checked="" type="checkbox"/> Verification of accuracy, correctness and authenticity of the information provided by the bidder on the legal, technical and financial documents submitted; <input checked="" type="checkbox"/> Inquiry and reference checking with Government entities with jurisdiction on the bidder, or any other entity that may have done business with the bidder; <input checked="" type="checkbox"/> Inquiry and reference checking with other previous clients on the quality of performance on on-going or previous contracts completed; <input checked="" type="checkbox"/> Physical inspection of the bidder's plant, factory, branches or other places where business transpires, with or without notice to the bidder;
34		Conditions for Determining Contract Effectivity	<input checked="" type="checkbox"/> Signing of Contract; and acceptance of UNDP Terms & Conditions
35		Other Information Related to the RFP	Proposals are invited from the institutions/organizations only. Proposal submitted by Individuals will not be accepted.

Criteria for the Award of Contract and Evaluation of Proposals

Criteria for Preliminary Examination of Proposals	<ol style="list-style-type: none"> 1. Bid was received on or before the date and time specified 2. Bid is properly sealed / un-tampered 3. Bid bears the (i) name of the submitting entity and (ii) title of the Contract outside the envelope 4. Written confirmation for validity of bid for 120 days 5. Technical Offer separately sealed from Financial Offer 6. Company Profile (not more than 15 pages) 7. Technical Bid/Proposal Form duly accomplished (i.e. no standard contents deleted, no reservations added) 8. Bid is strictly for the full scope of requirements (i.e. partial offer is not allowed) 9. Details of Personnel to be engaged in the Contract Submitted 10. Implementation Timetable submitted 11. There are no erasures, interlineations, additions, not initialed 12. There are no exceptional conditions stated that are unacceptable to UNDP 13. Latest Certificate of Registration of Business submitted 14. Latest Audited Financial Statements submitted 15. Is the Offeror, or any of its joint venture member, included in UN Security Council 1267 List 16. Is the Offeror, or any of its joint venture member, included in the List of Suspended and Removed Vendors
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<p>Criteria for Essential Eligibility/Qualification</p>	<p>I. Project manager</p> <p>B-Tech in Computer science /IT or Masters in Computer Science/Application.</p> <p>Professional Experience of at least 10 years in the related field.</p> <p>II. Developers / Team leaders (Data warehousing, database development)</p> <p>B-Tech/ Bachelor degree in Computer science /IT</p> <p>Professional Experience of 6 years or more in databases development/data warehousing</p> <p>Developers / Team leaders (Front End application development and reporting using various reporting tools to generate reports such as specified in the ToR)</p> <p>B-Tech/ Bachelor degree in Computer science /IT</p> <p>Professional experience of 6 years or more in designing and developing quality, interactive and user-friendly front end applications.</p> <p>III. Data Analysts / Data Modelers</p> <p>B-Tech/ Bachelor degree in Computer science /IT</p> <p>Minimum experience of 5 years in designing, developing conceptual, logical and physical data models.</p> <p>IV. Data Architect / Application Architect</p> <p>B-Tech/ Bachelor degree in Computer science /IT</p> <p>Minimum experience of 6 years in designing the architecture of planned IT based systems.</p> <p>V. Transport Planners/researchers</p> <p>Degree in Transport Planning</p> <p>Professional Experience of at least 4 years. Knowledge of CMPs/CTTS data is essential.</p> <p>Note:</p> <p>1. If bidders do not meet any of the above listed criteria, their proposal may not be considered for further evaluation.</p> <p>2. Bidders meeting above listed criteria are required to submit evidences (details / documents) in support – otherwise proposal may be disqualified.</p>
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Summary of Technical Proposal Evaluation Forms		Score Weight	Points Obtainable
1.	Expertise of Firm / Organization	30%	300
2.	Proposed Methodology, Approach and Implementation Plan	40%	400
3.	Management Structure and Key Personnel	30%	300
Total			1000

Technical Proposal Evaluation Form 1			Points obtainable
Expertise of the Firm/Organization			
1.1	Reputation of Organization and Staff / Credibility / Reliability / Industry Standing		50
1.2	General Organizational Capability in Transport Sector which is likely to affect implementation		50
	- Financial stability	10	
	- loose consortium, holding company or one firm	10	
	- age/size of the firm	10	
	- strength of project management support	10	
	- project financing capacity & management controls	10	
1.3	Relevance of setting up of KMC		100
	- Specialized Knowledge	25	
	- Experience on Similar Programme / Projects	25	
	- Experience on Projects in the Region (South Asia)	25	
	- Experience of working with Government partners	25	
1.4	Relevance of setting up of Web Portal		100
	- Specialised Knowledge in setting of Web portal	25	
	- Experience on Similar Programme / Projects	25	
	- Experience on Projects in the Region (South Asia)	25	
	- Experience of working with Government partners	25	
			300

Technical Proposal Evaluation Form 2		Points Obtainable
Proposed Methodology, Approach and Implementation Plan		
2.1	To what degree does the Proposer understand the task?	30
2.2	Have the important aspects of the task been addressed in sufficient detail?	25
2.3	Are the different components of the project adequately weighted relative to one another?	20
2.4	Is the proposal based on a survey of the project environment and was this data input properly used in the preparation of the proposal?	55
2.5	Is the conceptual framework adopted appropriate for the task?	65
2.6	Is the scope of task well defined and does it correspond to the TOR?	120
2.7	Is the presentation clear and is the sequence of activities and the planning logical, realistic and promise efficient implementation to the project?	85
		400

Technical Proposal Evaluation Form 3		Points Obtainable
Management Structure and Key Personnel		
3.1	Project Manager	77

			Sub-Score	
	General Qualification		66	
	Suitability for the Project			
	- International Experience	14		
	- Training Experience	11		
	- Professional Experience in the area of specialisation	25		
	- Knowledge of the region	16		
	- Language Qualifications		11	
			77	
3.2	Developers / Team leaders (e.g. in Data warehousing, database development) or Developers / Team leaders (e.g. Front End application development and reporting using various reporting tools to generate reports such as specified in the ToR)			67
			Sub-Score	
	General Qualification		55	
	Suitability for the Project			
	- International Experience	8		
	- Training Experience	8		
	- Professional Experience in the area of specialisation	25		
	- Knowledge of the region	14		
	- Language Qualifications		12	
			67	
3.3	Data Analysts			67
			Sub-Score	
	General Qualification		55	
	Suitability for the Project			
	- International Experience	8		
	- Training Experience	8		
	- Professional Experience in the area of specialisation	25		
	- Knowledge of the region	14		
	- Language Qualifications		12	
			67	
3.4	Data Architect			67
			Sub-Score	
	General Qualification		55	
	Suitability for the Project			
	- International Experience	8		
	- Training Experience	8		
	- Professional Experience in the area of specialisation	25		
	- Knowledge of the region	14		
	- Language Qualifications		12	
			67	
3.5	Transport Planners/Researchers			22
			Sub-Score	
	General Qualification		17	
	Suitability for the Project			
	- International Experience	3		
	- Training Experience	3		
	- Professional Experience in the area of specialisation	6		
	- Knowledge of the region	5		
	- Language Qualification		5	
			22	
	Total Part 3			300

Section 3: Terms of Reference (TOR)

Setting up of IT based platform and interactive portal for Knowledge Management Centre at the Institute of Urban Transport India

A. Project Description

The Ministry of Urban Development (MoUD), Government of India (GoI) has initiated the Sustainable Urban Transport Project (SUTP) with the support of UNDP, Global Environment Facility (GEF) and the World Bank. Under this project, a Knowledge Management Centre (KMC) as a learning repository including a data base has to be set up, which can be effectively utilized by all the stakeholders working in the domain of Urban Transport. Such a resource pool will help the stakeholders in taking appropriate informed decisions in their respective sub domains and help improve the quality of the decisions taken. The Knowledge Management Centre will provide authentic and up to date information to stakeholders and act as a platform to share expertise. This centre is to include a data management centre, which has been conceptualized as the National Urban Transport Information Centre (NUTIC) in the National Urban Transport Policy along with a full-fledged library and a publishing wing. The main objective of the government is to disseminate the latest knowledge and create authentic city level database, as detailed later, in the domain of urban transport available to the stakeholders. The scope of this RFP is to develop IT based platform and interactive portal for urban transport sector which will facilitate systematic collection, assimilation, transformation, loading, interpretation and analysis of data in evolving future policies, programmes and strategies.

B. Scope of Services

Urban transport domain is a knowledge intensive domain. The planning for urban transport for a city requires lot of data and the requisite knowledge. It is therefore essential that the portal is able to capture the data trends in urban transport and provide information seamlessly to all on a need to know basis. The data from 34 cities (having Comprehensive Mobility Plans (CMPs) approved by MoUD - Appendix C) is proposed to be captured for feeding into the KMC. In the coming years the centre is expected to capture data from more and more towns and cities. In India, KMC shall through its web portal, will host information on Urban Transport which will be beneficial to the Government, Business, Consultants, Academia, Citizens, Policy makers, Industry, Consultancy & Research community besides enhancing the level of awareness of citizens on Urban Transport matters.

The interactive portal is expected to cater three different strata of users with a) general membership requiring limited information on only policies, programmes and practices which will be provided free of cost b) professional membership requiring extensive data and information which will be provided with cost and c) administrative membership to MoUD and IUT.

The contracted agency is expected to work on the components (A to E), details of which are provided below. A detailed methodology to carry out the assignment with details of content, structure, hardware, software, access etc. should be submitted along with the bid.

- A. Information Resources
- B. Data Collection from the identified 34 cities and input of data from 12 SLB (Service Level Benchmark) cities
- C. Data base development and management
- D. Interactive Web based Portal User Interface Design, Development and Management
- E. On Line Portal Hosting and Data Storage.

Component A-Information Resources

The information component of KMC shall include wide ranging information related to UrbanTransport and shall address but not be limited to the following aspects; Provide most current information on policies, programmes and practices including.

- a) Successful projects in relevant field such as Public transport / Non-motorized Transport etc.
- b) National/Sate/City level policies and notifications.
- c) Knowledge and information as a result of Research and Development work in the Urban Transport domain from both Public/Private sector and Academia (Centres of Excellence, Master's and Phd. students).
- d) All reports related to (travel information, traffic data, user opinions, bus operations statistics, fares, network data, land use data, accident data ,etc.), studies and DPR's etc shall be taken from the states/cities and uploaded into the web portal. Consultant shall make own arrangement to collect the resources.
- e) Should also include the sections : FAQs,News and updates, Events & Conferences and Presentations.
- f) A comprehensive information collation exercise shall be carried out to create an information E-library / repository related to all aspects of Urban Transport as outlined in Appendix A. This information collection exercise will be supported by IUT which already has significant information/reports related to Urban Transport.
- g) Links to international agencies disseminating Urban Transport knowledge shall be listed. Also arrangement shall be made by the consultant to liaise with these organizations in order to keep KMC updated on any research being done related to urban transport during the assignment period.
- h) A methodology for collecting the relevant information and uploading the same on the portal shall be developed by the consultant and IUT staff trained for management of this component in future.
- i) In addition the consultant should develop a mechanism for up to date content development.

Component B –Data Collection

- a) **APPENDIX B** of the ToR provides the transportation related sample indicator types (Non-Exhaustive List) for which data is to be collected from 34 cities (List of cities furnished in Appendix C) as well as the data from the study on “Service Level Benchmark” for 12 cities which will be fed into the database. However, in case a city (listed in Appendix C) is unable to furnish the data due to unavailability of the same , then the contracted agency should consult MoUD to either select a new city (which can ensure availability of data) or go ahead with limited number of cities.
- b) On request of MoUD, cities will provide the data collected by them or their consultants during the preparation of Comprehensive Mobility Plan (CMP)/ City Traffic & Transportation Study (CTTS)/Bus funding DPRs(Detailed project Reports) for their respective cities. The agency has to make arrangements to collect data (secondary for eg. CMP, CTTS/ Bus funding DPRs(Detailed project Reports)) from cities/ concerned agencies. MoUD will support the hired agency to access sources in the cities and other agencies and will also provide guidance regarding the availability of data sources.
- c) List of indicators from Appendix-B, which presumably do not form part of any available secondary data has to be collected by the agency from the field as primary data.

Component C- Data base development, maintenance and management

The data base component of KMC shall include but not be limited to the following aspects

- a) The raw source data obtained shall be brought on to a common platform based on the format developed by consultant e.g. Source file
- b) A scheme and methodology for quality checks on the source data shall be developed and implemented.
- c) Raw source data when required should be subjected to appropriate transformation logic before loading it into the destination database.
- d) The destination database structure should be designed keeping in mind the ultimate deliverables and chosen representation formats (maps, thematic maps, graphs, tables) and its ability to furnish data to compute the service level benchmarks as elaborated in the SLB guidelines of the MoUD.
- e) Data shall be categorized according to its critical value or how often it needs to be accessed for its most efficient use. The most critical and often used data shall be stored on fastest media while other data can be stored on slower (and less expensive) media. This kind of classification tends to optimize the use of data storage for multiple purposes viz., technical, administrative, legal and economic.
- f) Checking Protocol – All data entered into the KMC should be entered under a checking a protocol developed by the consultant.
- g) A methodology for collection of both secondary and primary data and uploading the same on the portal for future shall be developed and IUT staff trained by the consultant.

Component D - Interactive Web based Portal User Interface Design, Development, Maintenance and Management

The user Interface Design & Development component of KMC shall include but not be limited to the following:-

- a) **Web Portal Development:** Developing the User Interface Design and data entry, retrieval and query forms into server formats to be developed for access through browsers on client machines for respective usages.
- b) **User Interface & Page Flow Design:** Intuitive user interface which should be appealing and be able to take care of the needs of different user groups. A web portal interface shall be designed relevant to the domain users perspective incorporating all aspects outlined in Appendix A & B and also develop a mechanism to upload information on to the portal. Design an attractive and user friendly interactive interface to display data in various formats (maps, thematic maps, graphs, tables). The web portal should also be linked to other transport related functional web portals providing transport related information/data.
- c) **Data Entry, Data Retrieval & Query Forms** for interacting with the information and database. Including miscellaneous useful items such as 'Ask the expert', Forum (*an existing forum under SUTP that will be linked with the KMC*), 'Topics in Focus' etc.
- d) **Updating content:** A mechanism for updating the data shall be developed, so that revised data can be uploaded in the future.
- e) **Portal overview:** The KM portal shall be based on common and open internet standards and shall be compliant to cloud infrastructure support.
 - Portal platform
 - Support of Internet standards like LDAP, Java, X.509,.Net, XML, JCA, JAAS, WSRP
 - Web service support (SOAP, UDDI)
 - Open APIs
 - Secure environment
- f) Portal should provide tools and capabilities for each user group as following:
 - Administrators
 - Developers

- Transport Planners
- Academicians
- City Planners
- Consultants

Component E - On Line Portal Hosting and Data Storage

- a) The development and implementation of the portal should be done on cloud based environment for the use of intended users.
- b) List of all hardware requirements to be provided must be prepared by the consultant and should be enclosed.
- c) The cloud environment should be scalable in nature and depending on the requirement of the KMC.
- d) The bidders for the purpose of sizing the hardware, software and bandwidth requirement for the initial period should take into account the approximate 500 concurrent users with an approximate 3-4000 user base.

General Guidance:

- a) During the development period, the access of information should be provided for all the above components to IUT to monitor the progress and build its own capacity to manage the KMC in future. After the first year, the data centre hiring shall be the responsibility of IUT. Capacity of the IUT staff should be built by the consultant before the expiry of the contract as per the conditions of delivery. The Consultant should develop manuals for the training of IUT staff. Train the KMC staff in the operation and management of the KMC.
- b) IPR for all reports and the right to data gathered will reside with MoUD. Copyright provisions for all information and data shall be verified and permission obtained if required.
- c) **The assignment will be supervised by the MoUD/ IUT.** Additionally, the work will be steered by an Advisory Committee formed by MoUD. The consultant has to make arrangement for providing updates to the advisory committee on the project as and when required.
- d) The Services shall be performed at the following location under the Authorization of the National Project Director or its authorized representative:

**Institute of Urban Transport (India)
Anand Vihar Metro Station
New Delhi-110 011**

- e) For the compliance of this Tender, any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing to UNDP/IUT.
- f) There is an existing web portal developed by IUT (<http://kmciutindia.org/>). The Consultant should refer to the resources available on the website to assess the gaps with respect to the scope of work outlined in this RFP. The effort should be made to build on the existing resources. However, if the consultant after due deliberation feels that the same website cannot be customized to suit the overall plan of implementing the KMC , then justification should be provided along with the methodology.

C. Schedule of Payment and Time Line

1	Presentation by the successful bidder	2 weeks	
2	On submission of list of Information Resources collected	1 month	20%
3	On completion of data collection	3 months	25%
4	On completion of data base development	3 months	25%
5	On completion of Web Portal Setup	5 months	10%
6	Successful On Line Portal Hosting and Data Storage	9 Months	10%
7	On handing over the IT based platform cum database to IUT	12 Months	10%

D. Terms of Payment

All certification of the completion of the job has to be obtained from MoUD/IUT and the payments in respect of the Services shall be made as follows:

- a) The consultant shall submit the invoice for payment when the payment is due as per the agreed terms. The payment shall be released as per the work related milestones achieved and at the specified percentage.
- b) Once a milestone is completed, the consultant shall submit the requisite deliverables as specified in this Contract. The SUTP Project Management Unit on behalf of MoUD shall certify the requisite payment upon acceptance of the deliverables.
- c) Final Payment: The final payment shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultant and approved by SUTP Project Management Unit on behalf of MoUD. The Services shall be deemed completed and finally accepted by MoUD and the final report and final statement shall be deemed approved by the SUTP Project Management Unit as satisfactory within sixty (60) calendar days after receipt of the final report and final statement by the SUTP Project Management Unit unless the SUTP Project Management Unit within such sixty (60) day period, gives in writing to UNDP specifying in detail deficiencies in the Services, the final report or final statement. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.
- d) If the deliverables submitted by the consultant are not acceptable to the SUTP Project Management Unit, reasons for such non-acceptance shall be communicated in writing.
- e) All payments under this Contract shall be made to the accounts of the Consultant specified.
- f) With the exception of the final payment under (c) above, payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder, unless the acceptance has been communicated by the SUTP Project Management Unit to the consultant in writing and the consultant has made necessary changes as per the comments / suggestions of the SUTP Project Management Unit communicated to the Consultant.
- g) No part payment shall be made in the event of the deficiency/incomplete/termination of the contract.

E. Staffing

The key personnel requirement is as follows

I. Project manager

Essential:

B-Tech in Computer science /IT or Masters in Computer Science/Application.

Professional Experience of at least 10 years in the related field.

Desirable:

Professional Experience in project planning, managing staff, scheduling, managing deliverables, costing and status reporting. Responsible for coordination and participation in joint discussions with Subject Matter Experts/SMEs to finalize functional requirements. Should have managed at least one project related to knowledge management or at least one IT project concerning the Decision Support Systems of Client. Experience in handling Urban Transport related projects would be an asset.

II. Developers / Team leaders (Data warehousing, database development)

Essential:

B-Tech/ Bachelor degree in Computer science /IT

Professional Experience of 6 years or more in databases development/data warehousing

Desirable:

Professional Experience in databases development/data warehousing/ is mandatory with experience in at least one project related to knowledge management or at least one IT project concerning the Decision Support Systems of Client. Should also have experience of handling, guiding small teams of data entry operators, junior DW developers, Database administrators, testers. Experience of working with ETL tools (e.g. Informatica Power Center, etc.) is desirable.

Developers / Team leaders (Front End application development and reporting using various reporting tools to generate reports such as specified in the ToR)

Essential:

B-Tech/ Bachelor degree in Computer science /IT

Professional experience of 6 years or more in designing and developing quality, interactive and user-friendly front end applications.

Desirable:

Professional experience in designing and developing quality, interactive and user-friendly front end applications and reporting are mandatory with minimum one project related to knowledge management or at least one IT project concerning Decision Support Systems of Client. Should also have experience of handling small teams of frontend coders, testers,etc

III. Data Analysts / Data Modelers

Essential:

B-Tech/ Bachelor degree in Computer science /IT

Minimum experience of 5 years in designing, developing conceptual, logical and physical data models.

Desirable:

Experience in dealing and Interacting with SMEs/Data Analysts/Business users to understand the source and target structures. Should have experience in designing, developing conceptual, logical and physical data models as well as involved in data analysis processes and ensuring data quality.

IV. Data Architect / Application Architect

Essential:

B-Tech/ Bachelor degree in Computer science /IT

Minimum experience of 6 years in designing the architecture of planned IT based systems.

Desirable:

Experience in designing the inclusive architecture of planned IT based systems and responsible for adherence to Client standards, policies and quality compliance as well as defining enterprise metadata, etc.

V. Transport Planners/researchers

Essential:

Degree in Transport Planning

Professional Experience of at least 4 years. Knowledge of CMPs/CTTS data is essential.

Desirable:

Sound knowledge on wide ranging information related to Urban Transport such as policies, acts, projects, etc. is essential.

F. Annexes to the TOR

Appendix A, B and C forms integral part of this TOR.

Appendix A: Information Components (Indicative List)

1. Study Reports (Govt & Non-Govt Sector)
2. Published Papers
3. IUT Journals, New Letters and Other Publications
4. Seminar Proceedings
5. Policy Papers
6. Relevant Acts
7. Standard Documents
8. List of Government Committees
9. Suppliers of Paratransit, Buses, Guided Mass Transport Vehicles
10. Suppliers of Urban Transport Infrastructure Equipments
11. Suppliers of ITS System Suppliers
12. Design Tools
13. Manuals
14. Training materials
15. Guidelines & Tool Kits
16. Magazines on Urban Transportation
17. Database of Professionals
18. Proposal Information
19. Details of PPP Projects in India
20. Details of ITS Projects in India
21. Details of MRTS Projects in India
22. Feasibility Reports, DPR's, CMP's, CTTS Projects in India
23. Academic research

Appendix B: Transportation Related Sample Indicator Types

	S.No	Indicator Type	Indicative Source
i)		Demand Data	
	a)	Demographic Indicators	
		Population	Secondary
		Household size	Secondary
		Employment	Secondary
		Population Density	Secondary
		Annual and Decadal Population Growth Rate	Secondary
		Literacy Rates	Secondary
		Ward Wise Employment	Secondary
		Ward Wise Household Numbers and Size	Secondary
	b)	Land Use Indicators/Area Profile	
		Commercial Area	Secondary
		Industrial Area	Secondary
		Residential Area	Secondary
		Area for Transportation & Communication	Secondary
		Recreational Area & Open Spaces	Secondary
		Area within Municipal Boundary (sq km)	Secondary
		Urban Agglomeration Area (sq km)	Secondary
		Area under Roads(sq.km)	Secondary
		Underdeveloped Area(sq.km)	Secondary
		Development Authority Area(sq.km)	Secondary
	c)	Economic Indicators	
		Capital investment in transport sector	Secondary
		Budgetary allocation for transport sector	Secondary
		Household income	Secondary
		City capital expenditure in transport to total budgeted expenditure	Secondary
		Work force in Urban transport sector	Secondary
		Per Capita Income	Secondary
		Average Household Income	Secondary
		Average Monthly Expenditure on Transport	Secondary
	d)	Travel & Traffic Indicators	
		Traffic volumes (by category- NMT/Public Transport/Freight/Private vehicles)	Secondary
		Registered vehicles category wise NMT/Public Transport/Freight/Private vehicles)	Secondary
		Mode-wise trip length	Secondary
		Per capita expenditure on transport (public/Private)	Secondary
		Trips made by gender	Secondary
		Travel time for each transport mode in	Secondary

	S.No	Indicator Type	Indicative Source
		peak and off peak hours	
		Number of Tourists per day	Secondary
		Travel demand (CMP)	Secondary
		Vehicle ownership per household (census/CMP)	Secondary
		Traffic Volume at major Junction (in numbers)	Secondary
		Fifteen Minutes Interval Traffic Volume at Junction (in numbers)	Secondary
		Average Number of Trips on a Working Day (in numbers)	Secondary
		Distribution of Trips Mode Wise (in numbers)	Secondary
		Distribution of Trips Purpose Wise (in numbers)	Secondary
		Distribution of Trips Income Wise (in numbers)	Secondary
		Average Trip Length (in km)	Secondary
		Average Trip Length by Purpose (in km)	Secondary
		Average Trip Length by Mode (km)	Secondary
		Modal Share (in per cent)	Secondary
		Per Capita Trip Rate	Secondary
		Per Capita Trip Rate by Purpose	Secondary
		Per Capita Trip Rate by Modes	Secondary
ii)	Supply Data		
	a)	Road Indicators	
		Urban Road Network	Secondary
		Total length of foot path available	Secondary
		Total length of cycle ways	Secondary
		Number of zebra crossings	Secondary
		Number of traffic signals	Secondary
		Length of Road by NH and SH (km)	Secondary
		Length of Road by Right of Way (km)	Secondary
		Length of Road by Carriageway (km)	Secondary
		Length of Road by Service Lane (km)	Secondary
		Number of Pedestrian Facilities - Zebra Crossings, FoB and Subways	Secondary
		Number of Flyovers, Underpasses, ROBs and RUBs	Secondary
		Number of Intersections	Secondary
	b)	Road Transport (Public & Private) Indicators	
		Number of Buses (Public & Private)	Secondary
		Types of buses by Capacity (Public & Private)	Secondary
		Routes Covered (Public & Private)	Secondary

S.No	Indicator Type	Indicative Source
	Number of Bus Shelters	Secondary
	Number of Taxis	Secondary
	Number of Auto Rickshaws	Secondary
	Length, Average Daily Ridership and Investment of BRTS	Secondary
	Numbers, Average Daily Ridership and Investment of City Buses	Secondary
	Numbers and Average Daily Ridership of Intercity Bus Numbers	Secondary
	Number, Average Daily Ridership and Number of Routes Covered (Public and Private Buses)	Secondary
	Category of Existing Buses	Secondary
	Public Transport Availability and Infrastructure Availability in Multimodal Hub	Secondary
	Number and Average Daily Ridership of different IPT Modes	Secondary
	Route Description and Route Length of different IPT Modes	Secondary
c)	Rail Indicators (as necessary) 4 mn+ cities	
	Length of Track	Secondary
	Number & Type of Trains (for Local Urban Travel)	Secondary
	Investment in Metro Rail	Secondary
d)	Waterways Indicators for public transport (as necessary)	
	Total number of jetties	Secondary/Primary
	Total number of ferries	Secondary/Primary
	Total passenger traffic	Secondary/Primary
e)	Terminal / Depot Indicators	
	Number of Bus Terminals	Secondary
	Number of Bus Depots	Secondary
	Number of Bus Stands	Secondary
	Area of Bus Terminals and Depots	Secondary
	Capacity of Bus Terminals (Number of Buses that can be handled by each terminal)	Secondary
f)	Airport	
	Name, Area and Distance from city	
g)	Parking	Secondary
	On Street Parking Availability (km)	Secondary
	On Street Parking Composition (% of different modes)	Secondary
	On Street Parking Fee	Secondary

	S.No	Indicator Type	Indicative Source
iii)		Performance Data	
		Public Transport (Bus)	Secondary
		Load Factor	Secondary
		Revenue per Kilometer	Secondary
		Fare per Kilometer	Secondary
		Cost per Kilometer	Secondary
		Number of Breakdowns per 10,000 kms Operated (for buses)	Secondary
		Passenger waiting time at bus stops	Secondary
		Fleet Utilization (%)	Secondary
		Average Age of Buses (Years)	Secondary
		Average Km/Bus/Day	Secondary
		Average Km/Litres Of HSD	Secondary
		Total Staff	Secondary
		Staff/Bus	Secondary
		Other Revenue	Secondary
		Total Revenue	Secondary
		Earning per Bus per Day	Secondary
		Fuel Cost	Secondary
		Tyres and Tubes	Secondary
		Spare Parts and Others	Secondary
		Total Cost	Secondary
		Operating Ratio	Secondary
		Fare Structure	Secondary
	b)	Freight Transport	
		Total movement of freight by mode in the City	Secondary
		Freight Terminal Name	Secondary
		Location	Secondary
		Area	Secondary
		Capacity	Secondary
		Number	Secondary
	c)	Private Transport	
		Average occupancy by category	Secondary
	d)	Intermediate Public Transport (IPT)	
		Total number of passengers transported by category	Secondary/Primary
		Load factor	Secondary
		Revenue per km	Secondary/Primary
		Cost per km	Secondary
		Fare per km	Secondary
	e)	Travel Speed	

	S.No	Indicator Type	Indicative Source
		Average Speeds of Private Mode Vehicles (% of Vehicles)	Secondary
		Average Speeds of Buses on PT Corridors (% of Buses)	Secondary
		Reasons for Delays in Private Modes (% of Vehicles)	Secondary
		Reasons for Delays in Public Transport Modes (% of Buses)	Secondary
iv)		Impact Data	
	a)	Air Pollution	
		Average of annual means of SPM for different areas in a city	Secondary
		Average of annual means of NOx	Secondary
		Average of annual means of Sox	Secondary
		Average of annual means of CO	Secondary
	b)	Noise Pollution Indicators	
		Noise level trends for the last 2 years	Secondary
	c)	Safety Indicators	
		Transport caused fatalities per 10,000 vehicles	Secondary

Appendix C

List of cities for which Comprehensive Mobility Plan (CMP) have been Approved by MoUD

S.No.	Cities
1	Agartala
2	Agra
3	Amritsar
4	Bellary
5	Bhatinda
6	Bidar
7	Bijapur
8	Chitradurga
9	Dehradun
10	Devangara
11	Gangtok
12	Gulbarga
13	Haridwar
14	Hospet
15	Indore
16	Jaipur
17	Jalandhar
18	Kanpur
19	Kalyan Dobnivili
20	Lucknow
21	Mathura
22	Mangalore
23	Masuri
24	Merrut
25	Mysore
26	Nanital
27	Patiala
28	Pathankot
29	Raichur
30	Shillong
31	Shimoga
32	Tirupati
33	Tumkur
34	Vadodra

Section 4: Proposal Submission Form²

[insert: Location]

[insert: Date]

To: [insert: Name and Address of UNDP focal point]

Dear Sir/Madam:

We, the undersigned, hereby offer to provide professional services for [insert: title of services] in accordance with your Request for Proposal dated [insert: Date] and our Proposal. We are hereby submitting our Proposal, which includes the Technical Proposal and Financial Proposal sealed under a separate envelope.

We hereby declare that :

- a) All the information and statements made in this Proposal are true and we accept that any misrepresentation contained in it may lead to our disqualification;
- b) We are currently not on the removed or suspended vendor list of the UN or other such lists of other UN agencies, nor are we associated with, any company or individual appearing on the 1267/1989 list of the UN Security Council;
- c) We have no outstanding bankruptcy or pending litigation or any legal action that could impair our operation as a going concern; and
- d) We do not employ, nor anticipate employing, any person who is or was recently employed by the UN or UNDP.

We confirm that we have read, understood and hereby accept the Terms of Reference describing the duties and responsibilities required of us in this RFP, and the General Terms and Conditions of UNDP's Contract for Professional Services.

We agree to abide by this Proposal for [insert: period of validity as indicated in Data Sheet].

We undertake, if our Proposal is accepted, to initiate the services not later than the date indicated in the Data Sheet.

We fully understand and recognize that UNDP is not bound to accept this proposal, that we shall bear all costs associated with its preparation and submission, and that UNDP will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the evaluation.

We remain,

Yours sincerely,

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Contact Details : [please mark this letter with your corporate seal, if available]

² No deletion or modification may be made in this form. Any such deletion or modification may lead to the rejection of the Proposal.

Section 5: Documents Establishing the Eligibility and Qualifications of the Proposer

Proposer Information Form³

Date: *[insert date (as day, month and year) of Proposal Submission]*

RFP No.: *[insert number]*

Page _____ of _____ pages

1. Proposer's Legal Name <i>[insert Proposer's legal name]</i>		
2. In case of Joint Venture (JV), legal name of each party: <i>[insert legal name of each party in JV]</i>		
3. Actual or intended Country/ies of Registration/Operation: <i>[insert actual or intended Country of Registration]</i>		
4. Year of Registration: <i>[insert Proposer's year of registration]</i>		
5. Countries of Operation	6. No. of staff in each Country	7. Years of Operation in each Country
8. Legal Address/es in Country/ies of Registration/Operation: <i>[insert Proposer's legal address in country of registration]</i>		
9. Value and Description of Top three (3) Biggest Contract for the past five (5) years		
10. Latest Credit Rating (if any)		
11. Brief description of litigation history (disputes, arbitration, claims, etc.), indicating current status and outcomes, if already resolved.		
12. Proposer's Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's name]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's name]</i> Email Address: <i>[insert Authorized Representative's name]</i>		
13. Are you in the UNPD List 1267.1989 or UN Ineligibility List ? <input checked="" type="checkbox"/> YES or <input checked="" type="checkbox"/> NO		
14. Attached are copies of original documents of: <input checked="" type="checkbox"/> All eligibility document requirements listed in the Data Sheet (DS no 26) <input checked="" type="checkbox"/> If Joint Venture/Consortium – copy of the Memorandum of Understanding/Agreement or Letter of Intent to form a JV/Consortium, or Registration of JV/Consortium, if registered <input checked="" type="checkbox"/> If case of Government corporation or Government-owned/controlled entity, documents establishing legal and financial autonomy and compliance with commercial law.		

³ *The Proposer shall fill in this Form in accordance with the instructions. Apart from providing additional information, no alterations to its format shall be permitted and no substitutions shall be accepted.*

Joint Venture Partner Information Form (if Registered)⁴

Date: *[insert date (as day, month and year) of Proposal Submission]*

RFP No.: *[insert number]*

Page _____ of _____ pages

1. Proposer's Legal Name: <i>[insert Proposer's legal name]</i>		
2. JV's Party legal name: <i>[insert JV's Party legal name]</i>		
3. JV's Party Country of Registration: <i>[insert JV's Party country of registration]</i>		
4. Year of Registration: <i>[insert Party's year of registration]</i>		
5. Countries of Operation	6. No. of staff in each Country	7. Years of Operation in each Country
8. Legal Address/es in Country/ies of Registration/Operation: <i>[insert Party's legal address in country of registration]</i>		
9. Value and Description of Top three (3) Biggest Contract for the past five (5) years		
10. Latest Credit Rating (if any)		
1. Brief description of litigation history (disputes, arbitration, claims, etc.), indicating current status and outcomes, if already resolved.		
13. JV's Party Authorized Representative Information Name: <i>[insert name of JV's Party authorized representative]</i> Address: <i>[insert address of JV's Party authorized representative]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers of JV's Party authorized representative]</i> Email Address: <i>[insert email address of JV's Party authorized representative]</i>		
14. Attached are copies of original documents of: <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> All eligibility document requirements listed in the Data Sheet <input type="checkbox"/> Articles of Incorporation or Registration of firm named in 2. <input type="checkbox"/> In case of government owned entity, documents establishing legal and financial autonomy and compliance with commercial law.		

⁴ The Proposer shall fill in this Form in accordance with the instructions. Apart from providing additional information, no alterations to its format shall be permitted and no substitutions shall be accepted.

Section 6: Technical Proposal Form

TECHNICAL PROPOSAL FORMAT

Setting up of IT based platform and interactive portal for Knowledge Management Centre at the Institute of Urban Transport India

Note: Technical Proposals not submitted in this format may be rejected. The financial proposal should be included in separate envelope.

Name of Proposing Organization / Firm:	
Country of Registration:	
Name of Contact Person for this Proposal:	
Address:	
Phone / Fax:	
Email:	

SECTION 1: EXPERTISE OF FIRM/ ORGANISATION

This section should fully explain the Proposer's resources in terms of personnel and facilities necessary for the performance of this requirement. All contents of this section may be modified or expanded depending on the evaluation criteria stated in the RFP.

1.1 Brief Description of Proposer as an Entity: Provide a brief description of the organization / firm submitting the proposal, its legal mandates/authorized business activities, the year and country of incorporation, types of activities undertaken, and approximate annual budget, etc. Include reference to reputation, or any history of litigation and arbitration in which the organisation / firm has been involved that could adversely affect or impact the performance of services, indicating the status/result of such litigation/arbitration.

1.2. Financial Capacity: Provide the latest Audited Financial Statement (Income Statement and Balance Sheet) duly certified by a Public Accountant, and with authentication of receiving by the Government's Internal Revenue Authority. Include any indication of credit rating, industry rating, etc.

1.3. Track Record and Experiences: Provide the following information regarding corporate experience within the last five (5) years which are related or relevant to those required for this Contract.

Name of project	Client	Contract Value	Period of activity	Types of activities undertaken	Status or Date Completed	References Contact Details (Name, Phone, Email)

SECTION 2 - APPROACH AND IMPLEMENTATION PLAN

This section should demonstrate the Proposer's responsiveness to the TOR by identifying the specific components proposed, addressing the requirements, as specified, point by point; providing a detailed description of the essential performance characteristics proposed; and demonstrating how the proposed methodology meets or exceeds the requirements.

2.1. Approach to the Service/Work Required: Please provide a detailed description of the methodology for how the organisation/firm will achieve the Terms of Reference of the project, keeping in mind the appropriateness to local conditions and project environment.

2.2. Technical Quality Assurance Review Mechanisms: The methodology shall also include details of the Proposer's internal technical and quality assurance review mechanisms.

2.3 Implementation Timelines: The Proposer shall submit a Gantt Chart or Project Schedule indicating the detailed sequence of activities that will be undertaken and their corresponding timing.

2.4. Subcontracting: 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. Special attention should be given to providing a clear picture of the role of each entity and how everyone will function as a team.

2.5. Risks / Mitigation Measures: Please describe the potential risks for the implementation of this project that may impact achievement and timely completion of expected results as well as their quality. Describe measures that will be put in place to mitigate these risks.

2.6. Reporting and Monitoring: Please provide a brief description of the mechanisms proposed for this project for reporting to the UNDP and partners, including a reporting schedule.

2.7. Anti-Corruption Strategy: Define the anti-corruption strategy that will be applied in this project to prevent the misuse of funds. Describe the financial controls that will be put in place.

2.8. Partnerships: Explain any partnerships with local, international or other organizations that are planned for the implementation of the project. Special attention should be given to providing a clear picture of the role of each entity and how everyone will function as a team. Letters of commitment from partners and an indication of whether some or all have successfully worked together on other previous projects is encouraged.

2.9 Statement of Full Disclosure: This is intended to disclose any potential conflict in accordance with the definition of "conflict" under Section 4 of this document, if any.

2.10 Other: Any other comments or information regarding the project approach and methodology that will be adopted.

SECTION 3: PERSONNEL

3.1 Management Structure: Describe the overall management approach toward planning and implementing this activity. Include an organization chart for the management of the project describing the relationship of key positions and designations.

3.2 Staff Time Allocation: Provide a spreadsheet will be included to show the activities of each staff member and the time allocated for his/her involvement. (Note :*This spreadsheet is crucial and no substitution of personnel will be tolerated once the contract has been awarded except in extreme circumstances and with the written approval of the UNDP. If substitution is unavoidable it will be with a person who, in the opinion of the UNDP project manager, is at least as experienced as the person being replaced, and subject to the approval of UNDP. No increase in costs will be considered as a result of any substitution.*)

3.3 Qualifications of Key Personnel. Provide the CVs for key personnel (Team Leader, Managerial and general staff) that will be provided to support the implementation of this project. CVs should demonstrate qualifications in areas relevant to the Scope of Services. Please use the format below:

Name:		
Position for this Contract:		
Nationality:		
Contact information:		
Countries of Work Experience:		
Language Skills:		
Educational and other Qualifications:		
Summary of Experience: <i>Highlight experience in the region and on similar projects.</i>		
Relevant Experience (From most recent):		
Period: From – To	Name of activity/ Project/ funding organisation, if applicable:	Job Title and Activities undertaken/Description of actual role performed:
<i>e.g. June 2004-January 2005</i>		
<i>Etc.</i>		
<i>Etc.</i>		
References no.1 (minimum of 3):	<i>Name Designation Organization Contact Information – Address; Phone; Email; etc.</i>	
Reference no.2	<i>Name Designation Organization Contact Information – Address; Phone; Email; etc.</i>	
Reference no.3	<i>Name Designation Organization Contact Information – Address; Phone; Email; etc.</i>	
Declaration:		
<p>I confirm my intention to serve in the stated position and present availability to serve for the term of the proposed contract. I also understand that any wilful misstatement described above may lead to my disqualification, before or during my engagement.</p>		
<p>_____</p>		
Signature of the Nominated Team Leader/Member		Date Signed

Section 7: Financial Proposal Form⁵

The Proposer is required to prepare the Financial Proposal in an envelope separate from the rest of the RFP as indicated in the Instruction to Proposers.

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

Any estimates for cost-reimbursable items, such as travel and out-of-pocket expenses, should be listed separately.

In case of an equipment component to the service provider, the Price Schedule should include figures for both purchase and lease/rent options. UNDP reserves the option to either lease/rent or purchase outright the equipment through the Contractor.

The format shown on the following pages is suggested for use as a guide in preparing the Financial Proposal. The format includes specific expenditures, which may or may not be required or applicable but are indicated to serve as examples.

A. Cost Breakdown per Deliverables*

SN	Deliverables	Percentage of Total Price (Weight for payment)	Price (Lump Sum, All Inclusive)
1	On submission of list of Information Resources collected	20%	
2	On completion of data collection	25%	
3	On completion of data base development	25%	
4	On completion of Web Portal Setup	10%	
5	Successful On Line Portal Hosting and Data Storage	10%	
6	On handing over the IT based platform cum database to IUT	10%	
	Total	100%	INR

**Basis for payment tranches*

B. Cost Breakdown by Cost Component:

The Proposers are requested to provide the cost breakdown for the above given prices for each deliverable based on the following format. UNDP shall use the cost breakdown for the price reasonability assessment purposes as well as the calculation of price in the event that both parties have agreed to add new deliverables to the scope of Services.

⁵ No deletion or modification may be made in this form. Any such deletion or modification may lead to the rejection of the Proposal.

Description of Activity	Remuneration per Unit of Time (e.g., day, month, etc.)	Total Period of Engagement (Months)	No. of Personnel	Total Amount
I. Personnel Services				
Project manager				
Developers / Team leaders (e.g. in Data warehousing, database development)				
Developers / Team leaders (e.g. Front End application development and reporting using various reporting tools to generate reports such as specified in the ToR)				
Data Analysts / Senior Data Modelers				
Senior Data Architect / Senior Application Architect				
Transport Planners/researchers				
Junior Developers (e.g. in Data warehousing, database development)				
Junior Developers (e.g. Front End application development and reporting using various reporting tools to generate reports such as specified in the ToR)				
Others Staffs(if any) as per the need of the proposed solution by the KMC consultant				
II. Operation & Maintenance Cost				
III. Development and Customization cost				
Portal License Cost				
System Software license cost				
Data Management cost				
Document management cost				
Cloud Infrastructure Cost				
IV. Other Related Costs				
Total				INR.....

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

Notes:

All the licenses of proposed application / system software etc. procured for this project are procured in the name of IUT and shall be full use perpetual licenses. License Renewal charges to be mentioned separately.

Section 8: Contract for Professional Services

THIS IS UNDP'S TEMPLATE FOR CONTRACT FOR THE PROPOSER'S REFERENCE. ADHERENCE TO ALL TERMS AND CONDITIONS IS MANDATORY.

Date _____

Dear Sir/Madam,

Ref.: _____/ _____/ _____ [INSERT PROJECT NUMBER AND TITLE OR OTHER REFERENCE]

The United Nations Development Programme (hereinafter referred to as "UNDP"), wishes to engage your [company/organization/institution], duly incorporated under the Laws of _____ [INSERT NAME OF THE COUNTRY] (hereinafter referred to as the "Contractor") in order to perform services in respect of _____ [INSERT SUMMARY DESCRIPTION OF THE SERVICES] (hereinafter referred to as the "Services"), in accordance with the following Contract:

1. Contract Documents

1.1 This Contract is subject to the UNDP General Conditions for Professional Services attached hereto as Annex I. The provisions of such Annex shall control the interpretation of this Contract and in no way shall be deemed to have been derogated by the contents of this letter and any other Annexes, unless otherwise expressly stated under section 4 of this letter, entitled "Special Conditions".

1.2 The Contractor and UNDP also agree to be bound by the provisions contained in the following documents, which shall take precedence over one another in case of conflict in the following order:

a) this Letter;

b) the Terms of Reference [ref.dated.....], attached hereto as Annex II;

c) the Contractor's Proposal [ref....., dated]

d) The UNDP Request for Proposal [ref....., dated.....]

1.3 All the above shall form the Contract between the Contractor and UNDP, superseding the contents of any other negotiations and/or agreements, whether oral or in writing, pertaining to the subject of this Contract.

2. Obligations of the Contractor

2.1 The Contractor shall perform and complete the Services described in Annex II with due diligence and efficiency and in accordance with the Contract.

2.2 The Contractor shall provide the services of the following key personnel:

Name Specialization Nationality Period of service

....

....

2.3 Any changes in the above key personnel shall require prior written approval of _____ [NAME and TITLE], UNDP.

- 2.4 The Contractor shall also provide all technical and administrative support needed in order to ensure the timely and satisfactory performance of the Services.
- 2.5 The Contractor shall submit to UNDP the deliverables specified hereunder according to the following schedule:

[LIST DELIVERABLES]	[INDICATE DELIVERY DATES]
e.g.	
Progress report	.././....
.....	.././....
Final report	.././....

- 2.6 All reports shall be written in the English language, and shall describe in detail the services rendered under the Contract during the period of time covered in such report. All reports shall be transmitted by the Contractor by _____ **[MAIL, COURIER AND/OR FAX]** to the address specified in 9.1 below.
- 2.7 The Contractor represents and warrants the accuracy of any information or data provided to UNDP for the purpose of entering into this Contract, as well as the quality of the deliverables and reports foreseen under this Contract in accordance with the highest industry and professional standards.

OPTION 1 (FIXED PRICE)

3. Price and Payment

- 3.1 In full consideration for the complete and satisfactory performance of the Services under this Contract, UNDP shall pay the Contractor a fixed contract price of _____ **[INSERT CURRENCY & AMOUNT IN FIGURES AND WORDS]**.
- 3.2 The price of this Contract is not subject to any adjustment or revision because of price or currency fluctuations or the actual costs incurred by the Contractor in the performance of the Contract.
- 3.3 Payments effected by UNDP to the Contractor shall be deemed neither to relieve the Contractor of its obligations under this Contract nor as acceptance by UNDP of the Contractor's performance of the Services.
- 3.4 UNDP shall effect payments to the Contractor after acceptance by UNDP of the invoices submitted by the Contractor to the address specified in 9.1 below, upon achievement of the corresponding milestones and for the following amounts:

<u>MILESTONE</u>	<u>AMOUNT</u>	<u>TARGET DATE</u>
Upon....././....
....././....

Invoices shall indicate the milestones achieved and corresponding amount payable.

4. Special conditions

- 4.1 The responsibility for the safety and security of the Contractor and its personnel and property, and of UNDP's property in the Contractor's custody, rests with the Contractor.
- 4.3 Owing to [.....], Article(s) [.....] of the General Conditions in Annex I shall be amended to read/be deleted.

5. Submission of invoices

5.1 An original invoice shall be submitted by mail by the Contractor for each payment under the Contract to the following address:
.....

5.2 Invoices submitted by fax shall not be accepted by UNDP.

6. Time and manner of payment

6.1 Invoices shall be paid within thirty (30) days of the date of their acceptance by UNDP. UNDP shall make every effort to accept an invoice or so advise the Contractor of its non-acceptance within a reasonable time from receipt.

6.2 All payments shall be made by UNDP to the following Bank account of the Contractor:

_____ [NAME OF THE BANK]

_____ [ACCOUNT NUMBER]

_____ [ADDRESS OF THE BANK]

7. Entry into force. Time limits.

7.1 The Contract shall enter into force upon its signature by both parties.

7.2 The Contractor shall commence the performance of the Services not later than _____ [INSERT DATE] and shall complete the Services within _____ [INSERT NUMBER OF DAYS OR MONTHS] of such commencement.

7.3 All time limits contained in this Contract shall be deemed to be of the essence in respect of the performance of the Services.

8. Modifications

8.1 Any modification to this Contract shall require an amendment in writing between both parties duly signed by the authorized representative of the Contractor and _____ [NAME AND TITLE] UNDP.

9. Notifications

For the purpose of notifications under the Contract, the addresses of UNDP and the Contractor are as follows:

For the UNDP:

Name
Designation
Address
Tel. No.
Fax. No.
Email address:

For the Contractor:

Name
Designation
Address

Tel. No.
Fax. No.
Email address:

If the above terms and conditions meet with your agreement as they are typed in this letter and in the Contract Documents, please initial every page of this letter and its attachments and return to this office one original of this Contract, duly signed and dated.

Yours sincerely,

[INSERT NAME AND DESIGNATION]

For **[INSERT NAME OF THE COMPANY/ORGANIZATION]**

Agreed and Accepted:

Signature _____

Name: _____

Title: _____

Date: _____

UNDP
GENERAL CONDITIONS OF CONTRACT FOR SERVICES

1.0 LEGAL STATUS:

The Contractor shall be considered as having the legal status of an independent contractor vis-à-vis the United Nations Development Programme (UNDP). The Contractor's personnel and sub-contractors shall not be considered in any respect as being the employees or agents of UNDP or the United Nations.

2.0 SOURCE OF INSTRUCTIONS:

The Contractor shall neither seek nor accept instructions from any authority external to UNDP in connection with the performance of its services under this Contract. The Contractor shall refrain from any action that may adversely affect UNDP or the United Nations and shall fulfill its commitments with the fullest regard to the interests of UNDP.

3.0 CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES:

The Contractor shall be responsible for the professional and technical competence of its employees and will select, for work under this Contract, reliable individuals who will perform effectively in the implementation of this Contract, respect the local customs, and conform to a high standard of moral and ethical conduct.

4.0 ASSIGNMENT:

The Contractor shall not assign, transfer, pledge or make other disposition of this Contract or any part thereof, or any of the Contractor's rights, claims or obligations under this Contract except with the prior written consent of UNDP.

5.0 SUB-CONTRACTING:

In the event the Contractor requires the services of sub-contractors, the Contractor shall obtain the prior written approval and clearance of UNDP for all sub-contractors. The approval of UNDP of a sub-contractor shall not relieve the Contractor of any of its obligations under this Contract. The terms of any sub-contract shall be subject to and conform to the provisions of this Contract.

6.0 OFFICIALS NOT TO BENEFIT:

The Contractor warrants that no official of UNDP or the United Nations has received or will be offered by the Contractor any direct or indirect benefit arising from this Contract or the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of this Contract.

7.0 INDEMNIFICATION:

The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, UNDP, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Contractor, or the Contractor's employees, officers, agents or sub-contractors, in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.

8.0 INSURANCE AND LIABILITIES TO THIRD PARTIES:

8.1 The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.

8.2 The Contractor shall provide and thereafter maintain all appropriate workmen's compensation

insurance, or the equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract.

8.3 The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.

8.4 Except for the workmen's compensation insurance, the insurance policies under this Article shall:

8.4.1 Name UNDP as additional insured;

8.4.2 Include a waiver of subrogation of the Contractor's rights to the insurance carrier against the UNDP;

8.4.3 Provide that the UNDP shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.

8.5 The Contractor shall, upon request, provide the UNDP with satisfactory evidence of the insurance required under this Article.

9.0 ENCUMBRANCES/LIENS:

The Contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with the UNDP against any monies due or to become due for any work done or materials furnished under this Contract, or by reason of any other claim or demand against the Contractor.

10.0 TITLE TO EQUIPMENT: Title to any equipment and supplies that may be furnished by UNDP shall rest with UNDP and any such equipment shall be returned to UNDP at the conclusion of this Contract or when no longer needed by the Contractor. Such equipment, when returned to UNDP, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear. The Contractor shall be liable to compensate UNDP for equipment determined to be damaged or degraded beyond normal wear and tear.

11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

11.1 Except as is otherwise expressly provided in writing in the Contract, the UNDP shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the Contractor has developed for the UNDP under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract, and the Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for the UNDP.

11.2 To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, the UNDP does not and shall not claim any ownership interest thereto, and the Contractor grants to the UNDP a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.

11.3 At the request of the UNDP; the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to the UNDP in compliance with the requirements of the applicable law and of the Contract.

11.4 Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract

shall be the property of the UNDP, shall be made available for use or inspection by the UNDP at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNDP authorized officials on completion of work under the Contract.

12.0 USE OF NAME, EMBLEM OR OFFICIAL SEAL OF UNDP OR THE UNITED NATIONS:

The Contractor shall not advertise or otherwise make public the fact that it is a Contractor with UNDP, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of UNDP or THE United Nations, or any abbreviation of the name of UNDP or United Nations in connection with its business or otherwise.

13.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:

Information and data that is considered proprietary by either Party, and that is delivered or disclosed by one Party ("Discloser") to the other Party ("Recipient") during the course of performance of the Contract, and that is designated as confidential ("Information"), shall be held in confidence by that Party and shall be handled as follows:

13.1 The recipient ("Recipient") of such information shall:

13.1.1 use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate; and,

13.1.2 use the Discloser's Information solely for the purpose for which it was disclosed.

13.2 Provided that the Recipient has a written agreement with the following persons or entities requiring them to treat the Information confidential in accordance with the Contract and this Article 13, the Recipient may disclose Information to:

13.2.1 any other party with the Discloser's prior written consent; and,

13.2.2 the Recipient's employees, officials, representatives and agents who have a need to know such Information for purposes of performing obligations under the Contract, and employees officials, representatives and agents of any legal entity that it controls, controls it, or with which it is under common control, who have a need to know such Information for purposes of performing obligations under the Contract, provided that, for these purposes a controlled legal entity means:

13.2.2.1 a corporate entity in which the Party owns or otherwise controls, whether directly or indirectly, over fifty percent (50%) of voting shares thereof; or,

13.2.2.2 any entity over which the Party exercises effective managerial control; or,

13.2.2.3 for the UNDP, an affiliated Fund such as UNCDF, UNIFEM and UNV.

13.3 The Contractor may disclose Information to the extent required by law, provided that, subject to and without any waiver of the privileges and immunities of the United Nations, the Contractor will give the UNDP sufficient prior notice of a request for the disclosure of Information in order to allow the UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.

13.4 The UNDP may disclose Information to the extent as required pursuant to the Charter of the UN, resolutions or regulations of the General Assembly, or rules promulgated by the Secretary-General.

13.5 The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder.

13.6 These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.

14.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

14.1 In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to the UNDP, of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify the UNDP of any other changes in conditions or the occurrence of any event that interferes or threatens to interfere with its performance of this Contract. On receipt of the notice required under this Article, the UNDP shall take such action as, in its sole discretion; it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract.

14.2 If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, the UNDP shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 15, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.

14.3 Force majeure as used in this Article means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force.

14.4 The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in or for any areas in which the UNDP is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas or to any incidents of civil unrest occurring in such areas shall not, in and of itself, constitute force majeure under the Contract..

15.0 TERMINATION

15.1 Either party may terminate this Contract for cause, in whole or in part, upon thirty (30) days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16.2 ("Arbitration"), below, shall not be deemed a termination of this Contract.

15.2 UNDP reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case UNDP shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.

15.3 In the event of any termination by UNDP under this Article, no payment shall be due from UNDP to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract.

15.4 Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, the UNDP may, without prejudice to any other right or remedy it may have under the terms of these conditions, terminate this Contract forthwith. The Contractor shall immediately inform the UNDP of the occurrence of any of the above events.

16.0 SETTLEMENT OF DISPUTES

16.1 Amicable Settlement: The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of this Contract or the breach, termination or invalidity thereof. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the parties.

16.2 Arbitration: Any dispute, controversy, or claim between the Parties arising out of the Contract or the

breach, termination, or invalidity thereof, unless settled amicably under Article 16.1, above, within sixty (60) days after receipt by one Party of the other Party's written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. For all evidentiary questions, the arbitral tribunal shall be guided by the Supplementary Rules Governing the Presentation and Reception of Evidence in International Commercial Arbitration of the International Bar Association, 28 May 1983 edition. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Contract, order the termination of the Contract, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Contract, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 ("Interim Measures of Protection") and Article 32 ("Form and Effect of the Award") of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Contract, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate ("LIBOR") then prevailing, and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.

17.0 PRIVILEGES AND IMMUNITIES:

Nothing in or relating to this Contract shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs.

18.0 TAX EXEMPTION

18.1 Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, inter-alia that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize the United Nations exemption from such taxes, duties or charges, the Contractor shall immediately consult with the UNDP to determine a mutually acceptable procedure.

18.2 Accordingly, the Contractor authorizes UNDP to deduct from the Contractor's invoice any amount representing such taxes, duties or charges, unless the Contractor has consulted with the UNDP before the payment thereof and the UNDP has, in each instance, specifically authorized the Contractor to pay such taxes, duties or charges under protest. In that event, the Contractor shall provide the UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

19.0 CHILD LABOUR

19.1 The Contractor represents and warrants that neither it, nor any of its suppliers is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical mental, spiritual, moral or social development.

19.2 Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, at no cost to UNDP.

20.0 MINES:

20.1 The Contractor represents and warrants that neither it nor any of its suppliers is actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.

20.2 Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind of UNDP.

21.0 OBSERVANCE OF THE LAW:

The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the terms of this Contract.

22.0 SEXUAL EXPLOITATION:

22.1 The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all appropriate measures to prohibit its employees or other persons engaged by it from, exchanging any money, goods, services, offers of employment or other things of value, for sexual favors or activities, or from engaging in any sexual activities that are exploitive or degrading to any person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle UNDP to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

22.2 The UNDP shall not apply the foregoing standard relating to age in any case in which the Contractor's personnel or any other person who may be engaged by the Contractor to perform any services under the Contract is married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such Contractor's personnel or such other person who may be engaged by the Contractor to perform any services under the Contract.

23.0 SECURITY:

23.1 The Contractor shall:

- (a) Put in place an appropriate security plan and maintain the security plan, taking into account the security situation in the country where the services are being provided;
- (b) Assume all risks and liabilities related to the Contractor's security, and the full implementation of the security plan.

23.2 UNDP reserves the right to verify whether such a plan is in place, and to suggest modifications to the plan when necessary. Failure to maintain and implement an appropriate security plan as required hereunder shall be deemed a breach of this contract. Notwithstanding the foregoing, the Contractor shall remain solely responsible for the security of its personnel and for UNDP's property in its custody as set forth in paragraph 4.1 above.

24.0 AUDITS AND INVESTIGATIONS:

24.1 Each invoice paid by UNDP shall be subject to a post-payment audit by auditors, whether internal or external, of UNDP or the authorized agents of the UNDP at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract. The UNDP shall be entitled to a refund from the Contractor for any amounts shown by such audits to have been paid by the UNDP other than in accordance with the terms and conditions of the Contract. Should the audit determine that any funds paid by UNDP have not been used as per contract clauses, the company shall reimburse such funds forthwith. Where the company fails to reimburse such funds, UNDP reserves the right to seek recovery and/or to take any other action as it deems necessary.

24.2 The Contractor acknowledges and agrees that, at anytime, UNDP may conduct investigations relating to any aspect of the Contract, the obligations performed under the Contract, and the operations of the Contractor generally. The right of UNDP to conduct an investigation and the Contractor's obligation to comply with such an investigation shall not lapse upon expiration or prior termination of the Contract. The Contractor shall provide its

full and timely cooperation with any such inspections, post-payment audits or investigations. Such cooperation shall include, but shall not be limited to, the Contractor's obligation to make available its personnel and any documentation for such purposes and to grant to UNDP access to the Contractor's premises. The Contractor shall require its agents, including, but not limited to, the Contractor's attorneys, accountants or other advisers, to reasonably cooperate with any inspections, post-payment audits or investigations carried out by UNDP hereunder.

25.0 ANTI-TERRORISM:

25.1 The Contractor agrees to undertake all reasonable efforts to ensure that none of the UNDP funds received under this Contract are used to provide support to individuals or entities associated with terrorism and that the recipients of any amounts provided by UNDP hereunder do not appear on the list maintained by the Security Council Committee established pursuant to resolution 1267 (1999). The list can be accessed via <http://www.un.org/Docs/sc/committees/1267/1267ListEng.htm>. This provision must be included in all sub-contracts or sub-agreements entered into under this Contract.

26.0 AUTHORITY TO MODIFY:

Pursuant to the Financial Regulations and Rules of UNDP, only the UNDP Authorized Official possesses the authority to agree on behalf of UNDP to any modification of or change in this Agreement, to a waiver of any of its provisions or to any additional contractual relationship of any kind with the Contractor. Accordingly, no modification or change in this Contract shall be valid and enforceable against UNDP unless provided by an amendment to this Agreement signed by the Contractor and jointly by the UNDP Authorized Official.

Section 9 – Proposal submission checklist

Technical Proposal Envelope:

Documentation	Y/N
Proposal Submission Cover Letter Form (as per format in RFP Section 4)	
Documents Establishing the Eligibility and Qualifications of the Proposer (as per format in RFP Section 5)	
Attachments substantiating Eligibility and Qualifications (refer to RFP Section 1, DS 26)	
Technical Proposal (as per format in RFP Section 6)	

The Technical Proposal must be submitted in hardcopy. In addition, technical proposal and its annexures (scanned copies in ONE PDF FILE) in a CD/DVD; and can be kept in the envelope containing hard copy technical proposal. Please note that CD/DVD should not contain Financial Proposal.

The Technical Proposal should be contained in just one envelope, regardless the number of clusters that the company is bidding for. It should have very clear indication of the name of FMs that will be assigned to each specific cluster the firm is bidding for.

Financial Proposal Envelope:

Documentation	Y/N
Financial Proposal (see prescribed form in RFP Section 7)	

Technical and Financial Proposals must be duly signed. Sealing and marking according to Section 1, Clause 23.1.