



## REQUEST FOR PROPOSAL (RFP)

United Nations Development Programme 202-204 Bauddhaloka Mawatha, Colombo 7, Sri Lanka	DATE: March 21, 2019
	REFERENCE: <b>RFP/RTI/2019/15</b>

Dear Sir / Madam:

We kindly request you to submit your Proposal to **Develop Online RTI Request Tracking and Monitoring System for Central Environment Authority.**

Please be guided by the form attached hereto as Annex 2, in preparing your Proposal.

Proposals may be submitted on or before **2pm Sri Lanka Time Friday, March 29, 2019** and via , courier mail or hand delivery to the address below:

**United Nations Development Programme**  
**202-204 Bauddhaloka Mawatha, Colombo 7, Sri Lanka**  
**Head of Procurement**

Your Proposal must be expressed in the **English Language**, and valid for a minimum period of 120 days from the bid closing date

In the course of preparing your Proposal, it shall remain your responsibility to ensure that it reaches the address above on or before the deadline. Proposals that are received by UNDP after the deadline indicated above, for whatever reason, shall not be considered for evaluation.

Services proposed shall be reviewed and evaluated based on completeness and compliance of the Proposal and responsiveness with the requirements of the RFP and all other annexes providing details of UNDP requirements.

The Proposal that complies with all of the requirements, meets all the evaluation criteria and offers the best value for money shall be selected and awarded the contract. Any offer that does not meet the requirements shall be rejected.

Any discrepancy between the unit price and the total price shall be re-computed by UNDP, and the unit price shall prevail and the total price shall be corrected. If the Service Provider does not accept the final price based on UNDP's re-computation and correction of errors, its Proposal will be rejected.

No price variation due to escalation, inflation, fluctuation in exchange rates, or any other market factors shall be accepted by UNDP after it has received the Proposal. At the time of Award of Contract or Purchase Order, UNDP reserves the right to vary (increase or decrease) 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.

Any Contract or Purchase Order that will be issued as a result of this RFP shall be subject to the General Terms and Conditions attached hereto. The mere act of submission of a Proposal implies that the Service Provider accepts without question the General Terms and Conditions of UNDP, herein attached as Annex 3.

Please be advised that UNDP is not bound to accept any Proposal, nor award a contract or Purchase Order, nor be responsible for any costs associated with a Service Providers preparation and submission of a Proposal, regardless of the outcome or the manner of conducting the selection process.

UNDP's vendor protest procedure is intended to afford an opportunity to appeal for persons or firms not awarded a Purchase Order or Contract in a competitive procurement process. In the event that you believe you have not been fairly treated, you can find detailed information about vendor protest procedures in the following link:

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

UNDP encourages every prospective Service Provider to prevent and avoid conflicts of interest, by disclosing to UNDP if you, or any of your affiliates or personnel, were involved in the preparation of the requirements, design, cost estimates, and other information used in this RFP.

UNDP implements a zero tolerance on fraud and other proscribed practices, and is committed to preventing, identifying and addressing all such acts and practices against UNDP, as well as third parties involved in UNDP activities. UNDP expects its Service Providers to adhere to the UN Supplier Code of Conduct found in this link :[http://www.un.org/depts/ptd/pdf/conduct\\_english.pdf](http://www.un.org/depts/ptd/pdf/conduct_english.pdf)

Thank you and we look forward to receiving your Proposal.

Sincerely yours,

*Nilmini Jayatilake*  
*Procurement Associate*  
3/21/2019

### Description of Requirements

Context of the Requirement	Develop Online RTI Request Tracking and Monitoring System for Central Environment Authority.
Implementing Partner of UNDP	UNDP
Brief Description of the Required Services <sup>1</sup>	United Nations Development Programme (UNDP) in Sri Lanka wishes to call for Request for Proposals from qualified service providers to provide a Proposal to Develop Online RTI Request Tracking and Monitoring System for Central Environment Authority
List and Description of Expected Outputs to be Delivered	Please refer to Terms of Reference
Person to Supervise the Work/Performance of the Service Provider	<i>Managing and Coordinating Consultant</i>
Frequency of Reporting	<i>As needed</i>
Progress Reporting Requirements	Quarterly
Location of work	<input checked="" type="checkbox"/> At Contractor's Location
Expected duration of work	06 months
Target start date	22 <sup>nd</sup> April 2019
Latest completion date	21 <sup>st</sup> September 2019
Travels Expected	As per the TOR
Special Security Requirements	<input checked="" type="checkbox"/> Comprehensive Travel Insurance
Facilities to be Provided by UNDP (i.e., must be excluded from Price Proposal)	<input checked="" type="checkbox"/> Venue for training at respective government institutions
Implementation Schedule indicating breakdown and timing of activities/sub-activities	<input checked="" type="checkbox"/> Required
Names and curriculum vitae of individuals who will be	<input checked="" type="checkbox"/> Required

<sup>1</sup>A detailed TOR may be attached if the information listed in this Annex is not sufficient to fully describe the nature of the work and other details of the requirements.

involved in completing the services															
Currency of Proposal	<input checked="" type="checkbox"/> Local Currency LKR														
Value Added Tax on Price Proposal <sup>2</sup>	<input checked="" type="checkbox"/> must be inclusive of VAT and other applicable indirect taxes														
Validity Period of Proposals (Counting for the last day of submission of quotes)	<input checked="" type="checkbox"/> 120 days  In exceptional circumstances, UNDP may request the Proposer to extend the validity of the Proposal beyond what has been initially indicated in this RFP. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Proposal.														
Partial Quotes	<input checked="" type="checkbox"/> Not permitted														
Payment Terms <sup>3</sup>	<table border="1"> <thead> <tr> <th>% of payment</th> <th>Deliverables (as per the activities mentioned under the DELIVERABLES")</th> </tr> </thead> <tbody> <tr> <td>20%</td> <td>Technical fee for the completion of activities 1-3</td> </tr> <tr> <td>20%</td> <td>Technical fee for the completion of activities 4-5</td> </tr> <tr> <td>40%</td> <td>Technical fee for the completion of activities 6-7</td> </tr> <tr> <td>10%</td> <td>Technical fee for the completion of activities 8-9</td> </tr> <tr> <td>10%</td> <td>Technical fee for the completion of activities 10-11</td> </tr> </tbody> </table> <table border="1"> <thead> <tr> <th>Condition for Payment Release</th> </tr> </thead> <tbody> <tr> <td> Within thirty (30) days from the date of meeting the following conditions:  a) UNDP's written acceptance (i.e., not mere receipt) of the quality of the outputs; and  b) Receipt of invoice from the Service Provider. </td> </tr> </tbody> </table>	% of payment	Deliverables (as per the activities mentioned under the DELIVERABLES")	20%	Technical fee for the completion of activities 1-3	20%	Technical fee for the completion of activities 4-5	40%	Technical fee for the completion of activities 6-7	10%	Technical fee for the completion of activities 8-9	10%	Technical fee for the completion of activities 10-11	Condition for Payment Release	Within thirty (30) days from the date of meeting the following conditions: a) UNDP's written acceptance (i.e., not mere receipt) of the quality of the outputs; and b) Receipt of invoice from the Service Provider.
% of payment	Deliverables (as per the activities mentioned under the DELIVERABLES")														
20%	Technical fee for the completion of activities 1-3														
20%	Technical fee for the completion of activities 4-5														
40%	Technical fee for the completion of activities 6-7														
10%	Technical fee for the completion of activities 8-9														
10%	Technical fee for the completion of activities 10-11														
Condition for Payment Release															
Within thirty (30) days from the date of meeting the following conditions: a) UNDP's written acceptance (i.e., not mere receipt) of the quality of the outputs; and b) Receipt of invoice from the Service Provider.															
Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment	Programme Quality and Design Analyst														
Type of Contract to be Signed	<input checked="" type="checkbox"/> Purchase Order <input checked="" type="checkbox"/> Contract for Professional Services														

<sup>2</sup>VAT exemption status varies from one country to another. Pls. check whatever is applicable to the UNDP CO/BU requiring the service.

<sup>3</sup>UNDP preference is not to pay any amount in advance upon signing of contract. If the Service Provider strictly requires payment in advance, it will be limited only up to 20% of the total price quoted. For any higher percentage, or any amount advanced exceeding \$30,000, UNDP shall require the Service Provider to submit a bank guarantee or bank cheque payable to UNDP, in the same amount as the payment advanced by UNDP to the Service Provider.

Criteria for Contract Award	<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 criterion 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.
Criteria for the Assessment of Proposal	<p><b><u>Technical Proposal (70%)</u></b></p> <input checked="" type="checkbox"/> Expertise of the Firm 21.44% <input checked="" type="checkbox"/> Methodology, Its Appropriateness to the Condition and Timeliness of the Implementation Plan 39.28% <input checked="" type="checkbox"/> Management Structure and Qualification of Key Personnel 39.28% <p><b><u>Financial Proposal (30%)</u></b></p> <p>To be computed as a ratio of the Proposal's offer to the lowest price among the proposals received by UNDP.</p>
UNDP will award the contract to:	<input checked="" type="checkbox"/> One and only one Service Provider
Annexes to this RFP <sup>4</sup>	<input checked="" type="checkbox"/> Form for Submission of Proposal (Annex 2) <input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 3) <sup>5</sup> <input checked="" type="checkbox"/> Detailed TOR
Contact Person for Inquiries (Written inquiries only) <sup>6</sup>	<p><i>Shihara Rajakaruna</i>  <i>Technical Specialist</i>  <i>Shihara.rajakaruna@undp.org</i></p> <p>Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers.</p>

<sup>4</sup> Where the information is available in the web, a URL for the information may simply be provided.

<sup>5</sup> Service Providers are alerted that non-acceptance of the terms of the General Terms and Conditions (GTC) may be grounds for disqualification from this procurement process.

<sup>6</sup> 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 received.

## FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL<sup>7</sup>

**(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery<sup>8</sup>)**

[insert: Location].

[insert: Date]

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

Dear Sir/Madam:

We, the undersigned, hereby offer to render the following services to UNDP in conformity with the requirements defined in the RFP dated [specify date], and all of its attachments, as well as the provisions of the UNDP General Contract Terms and Conditions :

### A. Qualifications of the Service Provider

*The Service Provider must describe and explain how and why they are the best entity that can deliver the requirements of UNDP by indicating the following :*

- a) *Profile – describing the nature of business, field of expertise, licenses, certifications, accreditations;*
- b) *Business Licenses – Registration Papers, Tax Payment Certification, etc.*
- c) *Latest Audited Financial Statement – income statement and balance sheet to indicate Its financial stability, liquidity, credit standing, and market reputation, etc. ;*
- d) *Track Record – list of clients for similar services as those required by UNDP, indicating description of contract scope, contract duration, contract value, contact references;*
- e) *Certificates and Accreditation – including Quality Certificates, Patent Registrations, Environmental Sustainability Certificates, etc.*
- f) *Written Self-Declaration that the company is not in the UN Security Council 1267/1989 List, UN Procurement Division List or Other UN Ineligibility List.*

### B. Proposed Methodology for the Completion of Services

*The Service Provider must describe how it will address/deliver the demands of the RFP; providing a detailed description of the essential performance characteristics, reporting conditions and quality assurance mechanisms that will be put in place, while demonstrating that the proposed methodology will be appropriate to the local conditions and context of the work.*

<sup>7</sup>This serves as a guide to the Service Provider in preparing the Proposal.

<sup>8</sup> Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

**C. Qualifications of Key Personnel**

*If required by the RFP, the Service Provider must provide :*

- a) *Names and qualifications of the key personnel that will perform the services indicating who is Team Leader, who are supporting, etc.;*
- b) *CVs demonstrating qualifications must be submitted if required by the RFP; and*
- c) *Written confirmation from each personnel that they are available for the entire duration of the contract.*

**D. Cost Breakdown per Deliverable\***

	<b>Deliverables</b> <i>[list them as referred to in the RFP]</i>	<b>Percentage of Total Price</b> <i>(Weight for payment)</i>	<b>Price</b> <i>(Lump Sum, All Inclusive)</i>
1	Deliverable 1		
2	Deliverable 2		
3	....		
	Total	100%	

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

**E. Cost Breakdown by Cost Component[This is only an Example]:**

Description of Activity	Unit Cost	Number of Units	Total Cost in LKR
Technical Consultancy Fees (Please indicate technical fee for each team member			
Conduct required training for relevant staff of the institutions			
Web application maintenance for one year from the commencement of the contract.			
Helpdesk Support for one year from the commencement of the contract			
Other Costs (Please specify)			
All Inclusive Cost LKR			

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

*[Designation]*

*[Date]*

## ***General Terms and Conditions 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 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 Contract, 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 Contract signed by the Contractor and jointly by the UNDP Authorized Official.

## ***Terms of Reference (TOR)***

### **Proposal for Developing Online RTI Request Tracking and Monitoring System for Central Environment Authority**

#### **Background**

Sri Lanka enacted a Right to Information (RTI) law in June 2016. The RTI Act 2016 and the rules and regulations issued there under became fully effective in February 2017.

The RTI Act is anticipated to have a major democratizing impact on how government functions and its interactions with citizens. The law creates a key entry point for strengthening transparency and accountability in government and public finance, addressing corruption, and ultimately contributing to participatory, effective and equitable governance.

The RTI Act envisages both reactive and proactive information disclosure. Public authorities are required to provide information in response to information requests submitted by citizens (reactive disclosure) as well as proactively disclose information within their custody. Following the enactment of the RTI Act, the Government is taking steps to set up the operational environment required in the public sector to give effect to the law. In terms of section 14 (a) of the RTI Act, the RTI Commission is required to monitor the performance of public authorities, and ensure due compliance of the duties cast on the public authorities under the RTI Act. To discharge this obligation, it is important to conduct proper monitoring of the implementation of the law in terms of both reactive and proactive disclosure of information as well as records management. Effective monitoring depends on the efficient collection and analysis of information on how duties are discharged. The internal reporting mechanism prescribed under Section 10 of the Act obliges public authorities to provide annual reports giving specific information to the Commission to ascertain the level of implementation.

However, relying solely on information submitted by public authorities themselves may not be adequate to ascertain the level of RTI implementation among public authorities. This may be more difficult during the initial years of implementation as public authorities are also preparing their internal systems and processes to give effect to the transparency obligations cast by the RTI Act, amidst multiple challenges. As such, besides the information gathered through the reports submitted by public authorities themselves, the RTI Commission and the nodal agency should also be able to ascertain the quality of implementation through an external system for tracking electronically the submission and processing of requests which could help the Commission and the nodal agency to randomly capture and assess the status of responding to information requests.

A technological platform, with appropriate software, which could be rolled out over time, starting with a public authority which is online and more advanced in terms of information management, could be launched as a pilot, to support the RTI Commission with its monitoring functions. It could eventually be replicated in other public authorities as an online information processing and tracking system. While the model might take time to expand to all public authorities, it would be extremely useful for the Commission to monitor and evaluate RTI implementation, as well as for the public authorities in their own monitoring of processing requests.

### **Objective the Assignment**

The objective of this assignment is;

- To develop and maintain Online RTI Request Tracking and Monitoring System for Central Environment Authority in accordance with the guidelines and internationally acclaimed standards relating to proactive information disclosure and;
- Capacity development of the relevant staff of Central Environment Authority for sustainable management of RTI Request Tracking and Monitoring System.

The Online RTI Request Tracking and Monitoring System for Central Environment Authority will be developed as per the specifications below, enabling access and making use of information made available by the respective government institutions.

### **Scope of work**

A technical proposal is required outlining how potential service providers will be able to deliver the scope of work outlined below as per the requirement of the UNDP and the national institutions:



## **a) FUNCTIONAL REQUIREMENTS**

1. The main purpose of the system is to provide a medium for the RTI Commisison, the Ministry of Mass Media (the nodal agency) and the general public to Central Environment Authority's RTI requests and provide the Central Environment Authority an interface to monitor and respond to the RTI requests received.
2. The public users shall be able to self-register in the system and submit RTI requests.
3. The self-registered users shall be able to address a RTI request to Central Environment Authority in the system after providing all the necessary information relevant to the RTI request.
4. The self-registered users shall be able to track the status of their RTI requests and take relevant actions where applicable
5. The self-registered users shall be able to update and manage their personal information in the system.
6. User accounts for Central Environment Authority shall be created by a governing body and all the public authorities available in the system shall have multiple user accounts in the system in two different user levels.
  - a. Information Officer (IO)
  - b. Designated Officer (DO)
7. RTI requests submitted by the users shall be dealt by IO and DO users of relevant public authorities.
8. Manual actions, system-automated actions and course of development of and RTI request shall be adhered with the RTI Act and regulations.
9. The system shall generate system-notifications, SMS-notifications (if applicable), email-notifications during the course of development of a RTI request and all other applicable instances.
10. Information publishable RTI requests shall be available to the RTI Commission, Ministry of Mass Media and the general public in a knowledge base section of the system.
11. Central Environment Authority shall have the option to export the Information publishable RTI requests in digital formats to be used in the authorities' public websites.
12. Central Environment Authority shall be able to generate different types of reports to comply with RTI Act and regulations.
13. A governing body shall be able to monitor the RTI requests in a top-level and generate reports based on information available in the system.
14. While provisioning the above mentioned functional requirements, the system and all related services should comply with the RTI act and regulations

**b) SEARCH ENGINE OPTIMIZATION**

**Discoverability of content on the knowledge base section of the system, including within PDFs, should be optimized across all major search engines.**

**c) TECHNICAL REQUIREMENTS**

**The web-application/system should be compatible with all widely used browsers such as Google Chrome, Firefox, and Safari.**

**d) ACCESSIBILITY**

**Making sure that the web-application/system are accessible and usable by people with disabilities (including those with physical, sensory and age-related impairments)**

Developer should adhere to the accessibility guidelines published by W3C and WCAG.

Endeavor to make accessible alternatives available where possible, for example transcripts of videos and audio files when multimedia is used.

**e) Web-application/system security**

Address OWASP Top 10 Most Critical Web Application Security Risks. The web- application /system need to be protected with SSL, on all pages

**f) Training**

Provide Training for selected staff members of the respective government institutions covering the following areas:

- User management and access control for governing body
- RTI request tracking and monitoring
- Public Knowledge base

**g) Maintenance of Web-application/system**

- **Manage and maintain the system for a one (1) year period from the date of acceptance letter (sign off) issued by UNDP. Any future engagement with the software developer in terms of system maintenance will be decided through an evaluation.**
- Provide precise details around the maintenance schedule and associated tasks on the web-application/system from a security and performance standpoint
- Full access to permitted sections of web-application/system to be given to designated officer/s and information officer/s of the Central Environment Authority and provide such designated officer/s with appropriate training.
- Provide Help desk support for one year (01) year period from the date of sign-off.
- Promptly attend to all types of corrective maintenances (bug fixing and installation of security patches) when requested or proactively identified. In the case of discovery of any error/failure in the system, the software developer should respond and rectify it immediately. Mean time to

Respond (MTTR) should not exceed one hour and Mean Time to Resolution should not exceed 24 hours from the time of notice.

- Notification of errors/failures should be possible through e-mail, telephone, fax and in letter format.
- Adhere to following requirements without additional costs during the warranty period:
  - Make sure the system uptime is maintained always.
  - Train designated officer/s on the system management.
  - A rate sheet is to be provided for any additional work.
  - Ensure that the system hosting environment has sufficient Cyber security protection services and maintain up-to-date security updates.

UNDP will provide the following facilities to the software development team.

- Arrange meetings with relevant personnel, as needed.
- Provide information on the respective institutions functions, nature of services etc.

#### **i) OWNERSHIP OF THE WEB-APPLICATION/SYSTEM**

- **The software developer should provide soft copies of all source codes, databases, graphics, soft and hard copies of design documentation and other related documents used in the system.**
- The intellectual property rights relating to the graphics, photos (captured by the photographers), text, artwork, design, sound recordings, software, database, and any other components developed for this project shall be the property of the UNDP.
- Web application passwords (including super user password) and any associated File Transfer Protocol (FTP) passwords should be handed over to the UNDP after signing off the project.

#### **INDEMNITY**

The software developer will guarantee that all software used for the development of the web applications are duly licensed products. Any liability resulting from the use of unlicensed software for the development of the said web application vests solely with the software developer; thereby indemnifying the government institutions and UNDP from any liability whatsoever.

## DELIVERABLES

No	Activity	Due Date	Outputs
1	Initial Meeting	Day 01	-
2	Identify project stakeholders and requirements gathering	Week 02	-
3	Submission of Software Requirement Specification along with high level prototype	Week 04	SRS and high level prototype
4	Development of initial system and present the structure for feedback	Week 06	Proposed prototype
5	Initial system demonstration with functional modules	Week 12	Functional system
6	Progress review meeting	Twice a month	Demonstrate the progress
7	Complete system	Week 20	Full functional system
8	Hosting	Week 20	System hosting
9	User acceptance testing	Week 22	UAT
10	User training	Week 23	User manuals and provide training
11	Project sign off	Week 24	-

### **Duration of the assignment**

The proposed duration for this assignment is six (06) months.

## INSTITUTIONAL PROFILE

### COMPETENCIES

#### **Technical work**

A service provider with proven experience in web-application/system development and design, preferably with over 5 years of experience in delivering professional web applications in Sri Lanka. At least three references must be provided with contact details of previous clients to whom similar services were delivered, with examples of such systems.

## QUALIFICATIONS OF THE TEAM

### **Education and Experience of the Team**

The team should ideally consist of qualified professionals competent in the execution of following roles.

1. Project Manager – General Degree in Computer Science/ICT. Project Management Professional Certification or equivalent with 3 years of experience in Web development domain. Knowledge and experience in Business Analysis, Tech Lead and IT security is essential.
2. Software Engineer(s) - General Degree in Computer Science/ICT. 3 years of experience in similar web related development, Backend scripting knowledge, Database optimizing and manipulation.
3. UI Designer(s) - Diploma in Web Designing/UI Designing. 3 years of experience in similar UI design and development.
4. QA Engineers(s) – Degree+2 years of experience in software quality assurance domain

### **OVERALL TECHNICAL EVALUATION CRITERIA:**

Summary of Technical Proposal	Total Points
Section1: Expertise of organization	150
Section 2: Proposed methodology, work plan and approach(es)	275
Section 3: Resource team/panel capacity	275
Total	700

### **Detail of Evaluation Criteria and Marking Schema: Section 1:**

Competence/expertise of the organization:

No	Criteria	Points
1.1	Previous relevant experience	50
1.2	Quality of relevant sample materials related to web development	65
1.3	Previous clients and partners' feedback	35

### **Section 2: Proposed methodology, work plan and approach (es)**

No	Criteria	Points
2.1	Implementation methodology and approach	100
2.2	Presentation of methodology and approach ( 20 minutes presentation to the evaluation committee)	100

2.3	Realistic work plan	40
2.4	Defined tasks for the scope of work and alignment to the TOR	35

**Section 3:** Resource team/panel capacity

<b>No</b>	<b>Criteria</b>	<b>Points</b>
3.1	Previous relevant experience of resource panel	130
3.2	Sufficient human resources, with expertise to undertake scope of work and deliverables	95
3.3	Relevant qualifications	50

### Financial Proposal

**The financial proposal should satisfy the following:**

The calculation of fees should indicate the Total Cost for an “all-inclusive” cost in Sri Lanka Rupees (LKR) for the following breakdowns, as per the TOR:

**Cost Breakdown by Cost Component** *[please list your components as per the requirement]*

Description of Activity	Unit Cost	Number of Units	Total Cost in LKR
Technical Consultancy Fees (Please indicate technical fee for each team member			
Conduct required training for relevant staff of the institutions			
Web application maintenance for one year from the commencement of the contract.			
Helpdesk Support for one year from the commencement of the contract			
Other Costs (Please specify)			
All Inclusive Cost LKR			

**Please complete the following table with relevant information.**

Name of the team member	Qualifications	Yearsof experience	Role/s undertaken in the assignment