



REQUEST FOR PROPOSALS

**Development of Web-Based Traffic Demand Management, Road safety
and Enforcement Project (TREP) 2013-2015 for the State of Kuwait**

Reference: RFP/UNDP/KW/2013/005

June 27, 2013

Section 1. Letter of Invitation

Kuwait, 27th June, 2013

Subject: Development of Web-Based Traffic Demand Management, Road Safety and Enforcement Project (TREP) 2013-2015 for the State of Kuwait

Reference: RFP/UNDP/KW/2013/005

Dear Mr./Ms.:

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

The Deadline for Submission of Proposals as specified in Section 2 - Data Sheet is: 28 August, 2013 by 16,00 hours (Kuwait local time)

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 - Form for Proposal Security
- Section 9 - Form for Performance Security
- Section 10 - Contract for Professional Services, including General Terms and Conditions

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 letter to UNDP to the following address:

United Nations Development Programme
UN Building, Diplomatic Square, Block 7, Mishref, (opposite to Gust University), Kuwait; P.O. Box 2993 Safat
Kuwait 13030; registry.kw@undp.org; Fax: 25399357
Attention: Procurement Unit

The letter should be received by UNDP no later than 20th July 16.00 local Kuwait time (GMT +3). The same letter should advise whether your company intends to submit a Proposal, as well as whether you intend to participate in the scheduled site visits and pre-proposal conference, indicating also the name of the appointed representatives who will be attending.. If your company does not intend to submit a Proposal, UNDP would appreciate your indicating the reason, for our records. This RFP is not to be construed in any way as an offer of contract. Your Proposal could, however, form the basis for a contract between your company and UNDP.

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,

Alaa Abboud
UNDP Resident Representative a.i. in the State of
Kuwait

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 <https://info.undp.org/global/popp/Pages/default.aspx>)
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 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. Proposers will not be considered eligible (and respective Proposal will be rejected) if 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.

Proposers must declare to the best of its knowledge, that 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.

9. All Proposers must adhere to the UNDP Supplier Code of Conduct, which may be found at this link: <http://web.ng.undp.org/procurement/undp-supplier-code-of-conduct.pdf>

B. CONTENTS OF PROPOSAL

9. Sections of Proposal

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

- 9.1 Proposal Submission 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.

1. 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 RFP.

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:

$$\frac{(\text{TP Rating}) \times (\text{Weight of TP, e.g. 70\%}) + (\text{FP Rating}) \times (\text{Weight of FP, e.g., 30\%})}{\text{Total Combined and Final Rating of the Proposal}}$$

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 :	Implementation of the Comprehensive and Long Term National Traffic and Transport Sector Strategy for Kuwait
2		Title of Services/Work:	Development of Web-Based Traffic Demand Management, Road Safety and Enforcement Project (TREP)
		Project Reference	RFP/UNDP/KW/2013/005
3		Country / Region of Work Location:	Kuwait
4	C.13	Language of the Proposal:	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 be considered. A proposer may submit an alternative proposal, but only if it also submits a proposal that meets the base case. UNDP shall only consider the alternative proposals offered by the Proposer whose proposal for the base case was determined to be the proposal with the highest evaluated score.
7	C.22	A pre-proposal conference will be held on:	<p><u>The pre-proposal conference will consist of the following activities:</u></p> <p><u>Part 1: Site Visit:</u> The project team will arrange for site visits including the Traffic Control Center, Planning and Research Directorates, Training Center, and Police Patrol Operations Center, all located in Kuwait City and in the same building, to allow proposers to obtain information and evaluate the existing systems and available data, which in turn will inform the bidder Concept Design and development of the corresponding technical proposals. These site visits will take place on</p>

			<p>Date: 23rd July 2013 Time: 11:00 (local Kuwait time)</p> <p>Venue: Any Proposer who wishes to attend the site-visit should be at UNDP office located in address below at indicated above time.</p> <p>The UNDP focal point for the arrangement is: M. Mahdi Khosrozad, Procurement Unit Address: UN Building, Diplomatic Square, Block 7, Mishref, (opposite to Gust University), Kuwait; P.O. Box 2993 Safat Kuwait 13030 Facsimile: +965 25399357 E-mail: registry.kw@undp.org</p> <p>The Proposers who will participate in the site-visits shall notify the above indicated focal point for this arrangement, with a minimum notice of 48 hours. The notification shall also include the name of the appointed representative/s who will be attending the site-visit representing the proposer. Each proposer may be represented by a maximum of 2 representatives. Each representative must have ID Card during the visit.</p> <p><u>Part 2: Pre-proposers information meeting at UNDP Premises</u></p> <p>Date: 24th July 2013 Time: 11:00 (local Kuwait time) Venue: UNDP meeting room at UNDP office located in address below.</p> <p>The UNDP focal point for the arrangement is: M. Mahdi Khosrozad, Procurement Unit Address: UN Building, Diplomatic Square, Block 7, Mishref, (opposite to Gust University), Kuwait; P.O. Box 2993 Safat Kuwait 13030 Facsimile: +965 25399357 E-mail: registry.kw@undp.org</p> <p>Any Proposer, who wishes to attend the pre-proposal conference, shall notify the above indicated focal point for this arrangement, with a minimum notice of 48 hours. The notification shall also include the name of the appointed representative/s who will be attending the pre-proposal conference representing the proposer. Each proposer may be represented by a maximum of 2 representatives. Each proposer must have ID Card in order to access the UNDP Office.</p>
8	C.21	Period of Proposal Validity commencing on the submission	<input checked="" type="checkbox"/> 120 days from the proposal submission deadline

		date	
9	B.9.5 C.15.4 b)	Proposal Security	<input checked="" type="checkbox"/> Required Amount: USD 50,000 Form: Bank Guarantee
11	B.9.5	Acceptable forms of Proposal Security	<input checked="" type="checkbox"/> Bank Guarantee (See Section 8 for template)
12	B.9.5 C.15.4 a)	Validity of Proposal Security	150 days from the last day of Proposal submission. Proposal Security of unsuccessful Proposers shall be returned.
13		Advanced Payment upon signing of contract	<input checked="" type="checkbox"/> Not allowed
14		Liquidated Damages	<input checked="" type="checkbox"/> May be imposed under the following conditions : <ul style="list-style-type: none"> Percentage of output price per day of delay: 0.1% Each output must be delivered at agreed deadline. If number of days of delay exceeds 15 days UNDP may terminate the contract without any indemnity.
14	F.37	Performance Security	<input checked="" type="checkbox"/> Will be required (from the awarded Proposer only) in the amount of 10% of the total Contract value and to be presented in the form of bank guarantee as per Section 9 of this RFP. Deadline: The Performance Security in the form of bank guarantee for the period of the first 12 months of contract implementation shall be received by UNDP within 30 days of receipt of the purchase order/contract. The Performance Security shall permit the beneficiary to draw on it in any international location and specifically in the State of Kuwait or in the United States. UNDP does not normally return performance securities on expiry. Upon expiration of performance security (after 12 months of contract implementation) the following payment retention scheme shall be applied till the end of contract December 31 st 2015. . 10% of total payment will be held as retention money until final certification of <u>acceptance</u> of all contract outputs/deliverables and interim payments (except final) shall be as per percentage outlined in the TOR and Section 7 to be multiplied to the 90% of the total contract amount. The term “acceptance” shall not be equated with “mere receiving” of outputs/deliverables.

15	C.17, C.17 b)	Preferred Currency of Proposal and Method for Currency conversion	<input checked="" type="checkbox"/> United States Dollars (US\$)
16	B.10.1	Deadline for submitting requests for clarifications/ questions	15 days before the submission date.
17	B.10.1	Contact Details for submitting clarifications/questions	<p>Focal Person in UNDP: M. Mahdi Khosrozad, Procurement Unit</p> <p>Address: UN Building, Diplomatic Square, Block 7, Mishref, (opposite to Gust University), Kuwait; P.O. Box 2993 Safat Kuwait 13030</p> <p>Facsimile: +965 25399357</p> <p>E-mail address dedicated for this purpose: registry.kw@undp.org</p> <p>Kindly ensure that the subject of your request for clarification/question/enquiry regards Ref: RFP/UNDP/KW/2013/005 for easy identification purposes.</p>
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 websites: 1. http://procurement-notice.undp.org/ 2. https://www.ungm.org 3. https://www.kw.undp.org 4. https://www.dgmarket.com
19	D.23.3	No. of copies of Proposal that must be submitted if transmitted by courier	Original: 1 in hard copy and 1 on CD Copies: 2 hard copies
20	D.23.1 D.23.2 D.24	Proposal Submission Address	<p>Proposers must submit both their technical and financial proposals in separate sealed envelopes by courier/hand delivery to the below address:</p> <p>UN Building, Diplomatic Square, Block 7, Mishref, (opposite to Gust University), Kuwait; P.O. Box 2993 Safat Kuwait 13030</p> <p><u>Attention: Proposal Opening Unit</u></p>
	23.1	Marking of sealed proposals	<p><u>OUTER ENVELOPES MARKING:</u></p> <p>“TO: UNDP Kuwait ATTENTION: PROPOSAL OPENING UNIT SEALED PROPOSAL ref: RFP/UNDP/KW/2013/005 Development of Web-Based Traffic Demand Management, Road safety and Enforcement Project (TREP) 2013-2015 for the State of Kuwait PROPOSER: [NAME AND ADDRESS OF YOUR</p>

			<p>COMPANY] DEADLINE: 28 August 2013 16.00 local Kuwait time (GMT +3 NOT TO BE OPENED BY REGISTRY” <u>INNER ENVELOPES MARKING:</u> “TO: UNDP Kuwait ATTENTION: PROPOSAL OPENING UNIT SEALED PROPOSAL ref: RFP/UNDP/KW/2013/005 Development of Web-Based Traffic Demand Management, Road safety and Enforcement Project (TREP) 2013-2015 for the State of Kuwait [TECHNICAL OR FINANCIAL] PROPOSAL ENVELOPE [ORIGINAL or COPY 1] PROPOSER: [NAME AND ADDRESS]”</p>
21	C.21 D.24	Deadline of Submission of proposals	Date and Time: 28 August 2013 by 16.00 Hours (local Kuwait time, GMT +3)
22	D.23.2	Allowable Manner/Method of Submitting Proposals	<input checked="" type="checkbox"/> Via courier/Hand Deliver
23	D.23.2 D.26	Conditions and Procedures for electronic submission and opening, if allowed	<input checked="" type="checkbox"/> Not Allowed
24	D.23.1	Date, time and venue for opening of Technical Proposals	Date and Time: 1 st September, 2013 at 10.00 AM GMT +3 Venue : UNDP CO, Meeting room
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%. For details on evaluation method please refer to the Sections 36 & 37 of the Data Sheet.
	E29.3	Public opening of financial proposals	Financial Proposals of those Proposers who achieve the minimum technical score will be opened at a date and time notified by UNDP to the respective proposers. Such Proposers will be invited to the financial proposals opening meeting.
26	C.15.1	Required Documents that must be Submitted composing the proposal (In “Certified True Copy” form only). Proposers to note that the documentation	THE FOLLOWING DOCUMENTATION MUST BE INCLUDED IN THE PROPOSAL (Proposers are expected to include, where corresponding, the required information under the corresponding forms provided in Sections 4, 5, 6, 7 and 8), all of which NEED to

	<p>stated is required in addition to documents that need to be submitted by all proposers as stated under Section 1 Clause 9.1 of this RFP</p>	<p>constitute integral part of the proposers submissions:</p> <p>A – ELIGIBILITY AND QUALIFICATION</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Proposal Submission Form (Section 4 of this RFP) <input checked="" type="checkbox"/> Proposal information forms (Section 5) and Proposal Technical Form (Section 6) <input checked="" type="checkbox"/> Company Profile, which should <u>not</u> exceed fifteen (15) pages, including printed brochures and product catalogues relevant to the goods/services being procured (see Section 6, Technical Proposal Form, Item 1.1, Brief Description of Proposer as an Entity) <input checked="" type="checkbox"/> List of Shareholders and Other Entities Financially Interested in the Firm owning 5% or more of the stocks and other interests, or its equivalent if Bidder is not a corporation (See Section 5, Documents establishing the Eligibility and Qualifications of the Proposer, Item 14, submitted attached documentation) <input checked="" type="checkbox"/> Tax Registration/Payment Certificate issued by the Internal Revenue Authority evidencing that the proposer is updated with its tax payment obligations, or Certificate of Tax exemption, if any such privilege is enjoyed by the Proposer (See Section 5, Documents establishing the Eligibility and Qualifications of the Proposer, Item 14, submitted attached documentation) <input checked="" type="checkbox"/> Statement of Full Disclosure, including confirmations and relevant documentation as per clauses 5, 6, 7, 8, 9 and 19 of Instructions to Proposers – Section A, General, (See also Section 5, Documents establishing the Eligibility and Qualifications of the Proposer, item 13). <input checked="" type="checkbox"/> Certificate of Registration of the business, including Articles of Incorporation, or equivalent document if Proposer is not a corporation, (See Section 5, Documents establishing the Eligibility and Qualifications of the Proposer, Item 14, submitted attached documentation) <input checked="" type="checkbox"/> Certificate of business registration proving that the Proposer is legally entitled to perform services in Kuwait (certificate of business registration, accreditation or other respective document issued by local responsible government body). If the Proposer has no legal entitlement at the moment of submission of the proposal it will obliged to produce such legal documentation prior to contract signature (for details on starting business in Kuwait please follow the link: http://www.doingbusiness.org/data/exploreeconomies/kuwait/starting-a-business)
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			<p><input checked="" type="checkbox"/> Written Power of Attorney, authorizing the signatory of the Proposal to commit the Proposer (See Section 5, Documents establishing the Eligibility and Qualifications of Proposer, Item 12, Proposer's Authorized Representative Information)</p> <p><input checked="" type="checkbox"/> Consortium/ Joint Venture/ Partnership agreement if any applying, formalized and duly signed by all parties detailing all members, object of the agreement, responsibilities and roles, as relevant to this RFP, especially:</p> <ul style="list-style-type: none"> • who is the main Proposer (the full and complete responsible for the Proposal and any eventual contract, as unique responsible in front of UNDP in terms of deliverables, project coordination, communication, guarantees, contractual performance and any contractual matter) • who is/are the partner/s in the Consortium/Joint Venture, and the exact area/s of responsibility or collaboration, specifically distinguishing the main local partner providing support services, if any • See Section 5, Documents Establishing the Eligibility and Qualifications of the Proposer, Item 14 and Section 5, b, Joint Venture Partner Information form <p><input checked="" type="checkbox"/> Official Letter of Appointment as local representative, if Proposer is submitting a Proposal on behalf of an entity located outside the country (See Section 5, Documents establishing the Eligibility and Qualifications of the Proposer, Item 14, submitted attached documentation)</p> <p><input checked="" type="checkbox"/> Letters of authorization from Manufacturer/s to distribute goods to destination or act as Agent on behalf of the Manufacturer/s, for main equipment/items, including any off-the-shelf software components integrated in the Proposal (See Section 5, Documents establishing the Eligibility and Qualifications of the Proposer, Item 14, submitted attached documentation)</p> <p><input checked="" type="checkbox"/> Litigation History: All information regarding any past and current litigation <i>during the last five (5) years</i>, in which the Proposer or any of its Partners in this RFP have been or are involved, indicating the parties concerned, the subject of the litigation, the amounts involved, and the final resolution if already concluded, (See Section 5, Documents establishing the Eligibility and Qualifications of the Proposer, Item 10b)</p> <p><input checked="" type="checkbox"/> Proposal Security as per Section 8 – Form for Proposal Security</p>
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		<p>B – TECHNICAL & FINANCIAL:</p> <p>B1. <u>Experience and capacity of the Proposer’s Firm (and of any Partners as relevant)</u></p> <p><input checked="" type="checkbox"/> Proof of credit availability (either, or):</p> <ul style="list-style-type: none"> ▪ A recent Letter from a Recognized Commercial Bank specifically stating credit availability of the company for a <i>minimum amount of USD 3 Mio during the last 3 years prior to the submission of the proposal</i>; ▪ or External Credit Rating (such as D&B etc.), proving sufficient credit availability for high profile projects <p><input checked="" type="checkbox"/> Latest Audited Financial Statement (Income Statement and Balance Sheet) including Auditor’s Report for the past 3 years, <i>proving also a minimum annual turnover of U\$ 3 Mio over the past 3 years.</i> <input checked="" type="checkbox"/> List of Bank References (Name of Bank, Location, Contact Person and Contact Details) <i>(see Section 6, Technical Proposal form Item 1.2)</i></p> <p><input checked="" type="checkbox"/> Statement of Satisfactory Performance from the <i>Top 3 Clients in terms of Contract Value over the past 2010, 2011 and 2012</i> (See Section 5, Documents establishing the Eligibility and Qualifications of the Proposer, Item 9) . <input checked="" type="checkbox"/> Proof and description of adequate Organizational set up, capability and resources to complete the assignment required by the RFP, include short Company profiles and explanation on Consortium or Partnership, if any, disclosing roles and responsibilities clearly.</p> <p><input checked="" type="checkbox"/> Warranty: Confirmation on compliance with Warranty requirements (refer to Sections on Terms of Reference, General Conditions) and provision of warranty procedures for carrying out replacements/repairs in the country of use (See Section 5, Documents establishing the Eligibility and Qualifications of the Proposer, item 14). Proposers are required to note that at least 2 years on-site warranty for all equipment and software are required. <input checked="" type="checkbox"/> Quality Certificates (e.g., ISO, etc.) and similar certificates, accreditations, awards and citations received by the Proposer and its Partners if any, and as requested in Section 3, if any specific. Main equipment and off-the-shelf software shall comply with ISO or equivalent quality industry standards.</p> <p><input checked="" type="checkbox"/> Experience of Proposer. <i>Proposers shall demonstrate at least 15 years of experience in required sphere, and proven record of delivering similar projects during this period. Proposers need to</i></p>
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			<p><i>provide documentary evidence that at least 3 relevant contracts of similar nature were completed in the last 5 years, including copies of the Contracts or Purchase Orders, stating date, Purchaser, object and scope, total amount, delivery terms as applicable. Proposer is requested also to provide updated contact details of relevant contact person of the customer in each project for UNDP to conduct cross-check of references provided. If Proposal involves any Partner, relevant experience of each Partner is required to be submitted proving capacities and expertise, note Instructions to Proposers relevant clauses (<u>See Section 6, Technical Proposal Form, item 1.3</u>)</i></p> <p><i>IMPORTANT: At least one of the referred contracts shall have a minimum value of U\$ 2 Mio. At least one of the referred contracts shall be international.</i></p> <p><u>B. 2. Proposed Methodology, Approach and Implementation Plan (See Section 6, Technical Proposal Form, sub-section 2).</u></p> <p><input checked="" type="checkbox"/> Identify and summarize in the form of a Proposal Technical Summary the specific components and methodology proposed.</p> <p><input checked="" type="checkbox"/> Technical explanation in detail on how the Proposer offers to address the requirements specified in this RFP:</p> <ul style="list-style-type: none"> • explain proposed response point by point in full to all requirements, • state any deviations from the requirements (for clarity, state 'no deviations' if none), • explain Quality Assurance and Review Mechanisms • identify risks and mitigation measures that will be put in place • provide hardware details as relevant, and with a detailed description of the essential performance characteristics proposed. <p>Such description of the TREP project should include all technical aspects to be considered in the evaluation to assess the compliance of the proposed solution in relation to the requirements specified in Section 3 and Evaluation Criteria outlined below in this Section.</p> <p>For any hardware elements are included in your Proposal: Full details are requested to be provided, including technical & performance characteristics and exact model and country of origin of any hardware included in your Proposal. Specific details of items offered should be clearly stated as standard</p>
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			<p>catalogues may offer options, including pictures showing detail and general views of the equipment and components.</p> <p>Proposers must in this sense take into consideration the already existing systems specification available in Kuwait. In order to provide more information on existing system UNDP shall organize site visit as stated in Chapter 7, C22 "A pre-proposal conference".</p> <p><input checked="" type="checkbox"/> General Arrangement Drawings: Showing all relevant processes and information flows for software/system, database architecture, hardware and software structures and plan/layout of each of the software modules and the complete Solution offered.</p> <p><input checked="" type="checkbox"/> Identify the works/portions of the work that will be subcontracted, stating who will perform them, control mechanisms, coordination and organization set up in relation to subcontractors; The scope of works subcontracted to experts and organizations must not exceed 40% of the total scope of works.</p> <p><input checked="" type="checkbox"/> Demonstrate how the proposed methodology meets or exceeds the ToRs, while ensuring appropriateness of the approach to the local conditions and the rest of the project operating environment.</p> <p><input checked="" type="checkbox"/> Prepare a conceptual framework/business analysis plan for implementation of the project components. In addition to this document submit detailed work plan by indicating timeframe for each activity that has been scheduled in the conceptual framework, in compliance with the timelines requested, indicating functional areas/tasks, durations, start end dates for each task, etc.</p> <p>The methodology and project plan must be detailed in an implementation timetable and Gant Chart, responding to the duration of the contract as specified in the Technical Requirements.</p> <p><input checked="" type="checkbox"/> Reporting and Monitoring: Description of the mechanisms proposed for this project for reporting to the UNDP and partners, including a reporting schedule.</p> <p><input checked="" type="checkbox"/> Statements on Export licenses, as per Instructions to Proposers (See Clause 15.2).</p> <p><input checked="" type="checkbox"/> Dangerous Goods: Proposers are requested to identify any items/components that are classified as 'dangerous' for transportation and provide UN class no as per the guidelines outlined in UNECE Committee on Trade - Recommendation No. 11: Documentary</p>
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			<p>Aspects of the International Transport of Dangerous Goods</p> <p><u>B.3. Management Structure and Key Personnel: (See Section 6, Technical Proposal Form, sub-section 3)</u></p> <p><input checked="" type="checkbox"/> Organogram: Complete Organogram showing the structure and position of the management and key personnel dedicated to the project, as a team and within the overall structure of the Proposer Company</p> <p><input checked="" type="checkbox"/> Comprehensive Curriculum Vitae (CVs) of the key personnel that will be assigned to the project, 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, including language capabilities, expertise to meet the timelines requested and in line with the tasks in the Plan provided by the Proposer.</p> <p><input checked="" type="checkbox"/> Staff deployment Plan indicating the number of team components involved at each stage, duration of their involvement, and if such personnel is involved in full (100%, working exclusively for this project) or if under other conditions.</p> <p>C - FINANCIAL (PRICE) – To be submitted in separate envelope, if submitting sealed offer:</p> <p><input checked="" type="checkbox"/> Prices, breakdown, and any financial information as requested and as per form provided in Section 7 – Financial Proposal Form, fully completed and duly authorized.</p> <p>All submittals shall bear seal/marking/signature of Proposer and UNDP may request additional supporting documentation.</p> <p>Failure to provide all the above listed information may result in the proposal being rejected. Proposals that appear significantly unclear or incomplete may be considered non-responsive and hence not be evaluated.</p>
27		Other documents that may be Submitted to Establish Eligibility	Please refer to the Section 3 – Terms of Reference
28	C.15	Structure of the Technical Proposal (<i>only if different from the provision of Section 15</i>)	It is expected that the technical proposal will include all documentation as requested in clauses 9 & 15 of the Instructions to Proposers and complemented by BDS 26 above
29	C.15.2	Latest Expected date for commencement of Contract	1 st November, 2013

30	C.15.2	Expected duration of contract (Target Commencement Date and Completion Date)	2013-2015
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	<p><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%.</p> <p>The evaluation criteria outlined in Data Sheet Section 36 below will be used for purpose of evaluating the technical proposals received.</p> <p>The contract will be awarded to the Proposer who obtains the highest cumulative score for the Technical and Financial Proposals.</p>
33	E.29.4	Post-Qualification Actions	<p><input checked="" type="checkbox"/> Verification of accuracy, correctness and authenticity of the information provided by the Proposer on the legal, technical and financial documents submitted;</p> <p><input checked="" type="checkbox"/> Inquiry and reference checking with Government entities with jurisdiction on the Proposer, or any other entity that may have done business with the Proposer;</p> <p><input checked="" type="checkbox"/> Inquiry and reference checking with other previous clients on the quality of performance on ongoing or previous contracts completed;</p> <p><input checked="" type="checkbox"/> Physical inspection of the Proposer's plant, factory, branches or other places where business transpires, with or without notice to the proposer.</p>
34		Conditions for Determining Contract Effectivity	<p><input checked="" type="checkbox"/> UNDP's receipt of Proposal Security</p> <p><input checked="" type="checkbox"/> UNDP's receipt of Professional Indemnity Insurance</p>
35		Other Information Related to the RFP	

Data Sheet, Section 36. EVALUATION CRITERIA for evaluation of Technical Proposals

The Evaluation of Technical Proposals will be conducted in a two stage process.

1. Following a preliminary examination of proposals and the pertinent examination to determine completeness and responsiveness, the Evaluation Team will firstly proceed to score each technical proposal received against the "Evaluation Criteria applicable to assessment of written technical proposals", as outlined in Table 1 below. The maximum attainable score within this stage is 800 points.
2. Proposals that do not achieve a minimum score of 70% (560 points or more) will be considered technically non-compliant.

3. Proposers whose technical proposals achieve a minimum score of 70% (560 points or more) will be invited to conduct a technical presentation of the proposed system design & project implementation proposal to the Evaluation Team.

The Evaluation Team will score the presentations conducted by the invited proposers, in accordance to the criteria stipulated in Table 2 below "Evaluation criteria applicable to assessment of technical presentations". The maximum attainable score within this stage will be 200 points.

Technical presentations will take place in Kuwait City. Proposers shall be ready to schedule their corresponding presentations within 3 working days of notification by the Evaluation Team. Presentations shall not last more than 2.5 hours and may be followed by a round of Q&As. Presentation and Q&A language will be English and therefore presenter must be fluent in English. All costs incurred shall be borne by the respective Proposer.

4. The Evaluation Team will proceed to add the scoring obtained by each respective proposal under points 2 and 3 above resulting in an overall final technical proposal score or "Total proposal technical score".
5. In accordance with Section 1, Clauses 29 of the RFP & Data Sheet 32, ONLY the Financial Proposals of proposers who achieve a minimum "Total proposal technical score" of 70% (700 points or more) will be opened for evaluation.

Table 1. EVALUATION CRITERIA APPLICABLE TO ASSESSMENT OF WRITTEN TECHNICAL PROPOSALS			
Summary of Technical Proposal Evaluation Forms		Score Weight	Points Obtainable
1.	Expertise of Firm / Organization	40%	320
2.	Proposed Methodology and Approach	30%	240
3.	Management Structure and Key Personnel	30%	240
Total			800

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 which is likely to affect implementation		70
	- financial stability and project financing capacity	20	
	- age/size of the firm	15	
	- more than 3 positive references from previous clients	10	
	- strength of project management support	15	
	- project management controls	10	
1.3	The Proposer capable to implement the project without subcontracting		30
1.4	Quality assurance procedures, warranty		50
	- there is a clear plan for ensuring quality of the system in general and relevant baseline data, module and other requirement for the system proposed	15	
	- more than 2 years warranty for the equipment and software to be supplied	10	
	- presence of proposer's Agent in Kuwait to provide warranty services	10	
	- there is continuous support and maintenance plan for the system proposed during the period till December 2015	15	
1.5	Relevance of:		80

	- in depth experience in the development of software, specialized traffic control and management systems, specialized knowledge in traffic management;	11	
	- experience in transport - landuse planning, traffic engineering, road safety, black spot, road, road-classification, traffic management, public transport, accident investigation, congestion level, index and management, guidelines development, training, traffic policing, web technology, Intelligent Transport System, monitoring and evaluation system, development of database, vehicle emissions, traffic awareness, and traffic enforcement;	12	
	- experience in developing data collection forms and processing, integrated system and reduction of the socioeconomic cost of traffic problems;	11	
	- the presence of specialists with experience in data collection and processing, database and softs design and specialized systems in industrial frame	9	
	- confirmation of the level of similar work carried out by the organization (participation in international competitions, diplomas, etc.)	9	
	- proven track record in conducting similar work in other countries	12	
	- proven track record in conducting similar work in closeby region or countries	9	
	- work for UNDP/ major multilateral/ or bilateral programmes	7	
1.6	Proven experience in the development of similar traffic demand management, road safety and enforcement system (reference to projects presented in accordance with Sections 5 & 6 of the RFP)		40
Total for Form 2 (1.1+1.2+1.3+1.4+1.5+1.6)			320

Technical Proposal Evaluation Form 2			Points Obtainable
Proposed Methodology, Approach and Implementation Plan			
2.1	To what degree does the Proposer understand the task?		25
	• Completeness of the proposal	5	
	• Understanding of the scope of work	10	
	• Clarity of the proposed methodology	10	
2.2	Have the important aspects of the task been addressed in sufficient detail?		15
2.3	Are the different components of the project adequately weighted relative to one another?		15
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?		25
2.5	Is the conceptual framework adopted appropriate for the task?		30
2.6	Is the scope of task well defined and does it correspond to the TOR:		40
	• Is the proposed concept note/methodology is adequate and corresponds with the needs?	15	
	• Is the recommended equipment and software and other technical equipment is adequate and correspond with the expectations?	10	
	• Is the capacity building plan adequate and correspond to the needs of beneficiary?	7	
	• Is the training and education plan on Operation and Maintenance of the proposed system meet the requirement and needs of beneficiary?	8	
2.7	Does the proposed methodology/concept note ensure sustainability of results after completion of services?		30

2.8	Does the implementation plan, timeframe and allocation of staff-time reasonable and allows for timely completion of envisaged tasks?	30
2.9	Is the presentation clear and is the sequence of activities and the planning logical, realistic and promise efficient implementation to the project?	30
Total for Form 2 (2.1+2.2+2.3+2.4+2.5+2.6+2.7+2.8+2.9)		240

Technical Proposal Evaluation Form 3				Points Obtainable
Management Structure and Key Personnel				
3.1	Project Team Leader/Transport and Traffic Specialist			70
			Sub-Score	
	General Qualification:		20	
	- University degree in related field	15		
	- Certified trainings in related field	5		
	Suitability for the Project:		50	
	- Specialized knowledge and skills performing works related to traffic and transport sector	20		
	- Training Experience	10		
	- Professional Experience in the area of specialization:			
- more than 20 years	20			
- less than 20 years	0			
3.2	Assistant Project Team Leader			50
			Sub-Score	
	General Qualification:		20	
	- University degree in related field	15		
	- Certified trainings in related field	5		
	Suitability for the Project:		30	
	- Specialized knowledge and skills performing works related to traffic and transport sector	15		
	- Training Experience	10		
	- Professional Experience in the area of specialization:			
- more than 10 years	5			
- less than 10 years	0			
3.3	IT and Web Design Specialist			50
			Sub-Score	
	General Qualification:		20	
	- University degree in related field	15		
	- Certified trainings in related field	5		
	Suitability for the Project:		30	
	- Specialized knowledge and skills performing works related to IT system and web-based GIS information system	15		
	- Training Experience	5		
	- Professional Experience in the area of specialization:			
- more than 10 years	10			
- less than 10 years	0			
3.4	Consultancy Firm Coordinator			36
			Sub-Score	
	General Qualification:		10	

	- University degree in related field	7	22	
	- Certified trainings in related field	3		
	Suitability for the Project:			
	- Specialized knowledge and skills coordination of multidisciplinary project	10		
	- Training Experience	5		
	- Professional Experience in the area of specialization: - <i>more than 10 years</i> - <i>less than 10 years</i>	7 0		
	Knowledge of Arabic		4	
3.5	Other 17 Experts ¹			34
			Sub-Score	
	General Qualification:		17	
	University Degree in related sphere			
	Certified trainings in related sphere			
	Suitability for the Task:		17	
Specialized knowledge, skills and experience in related sphere				
Total Form 3 (3.1+3.2+3.3+3.4+3.5)				240

Data Sheet, Section 37. EVALUATION CRITERIA for evaluation of Presentation

Table 2 Evaluation criteria applicable to assessment of technical presentations		
Presentation of Proposed Methodology, Approach and Implementation Plan		Points Obtainable
1	How well the Proposer assessed current situation and service delivery?	30
2	Are concept design and criteria for the delivery system developed by the Proposer suitable for Kuwait?	25
3	Detailed project organizational structure, schedule, deadline, expected output and monitoring and evaluation system, with functionality and how well the proposal addresses the identified needs and requirements?	25
4	Whether the bidder demonstrated international best and leading practices and added value to the project?	20
5	Was expected on-time implementation delivery presented?	25
6	How well expected savings and benefits associated with the implementations of the project components at social, economic, technology, capacity building, human resources development, and community service levels were demonstrated were presented?	25
7	Was risk assessment and mitigation plan developed for the project?	25
8	If the Proposer proposed future options, opportunities, and multi- year phasing requirements?	25
Total		200

¹ Each expert will be scored with 0-2 maximum obtainable points based on provided CVs and against requirements given in Section 3 – Terms of Reference

Section 3: Terms of Reference (TOR)

Development of Web-Based Traffic Demand Management, Road Safety and Enforcement Project (TREP) for the State of Kuwait

A. PROJECT DESCRIPTION

Background

The State of Kuwait and the United Nation Development Program (UNDP) have a rich history of partnership and cooperation that dates back to 1968.

Kuwait currently ranks as number 7 in the world in connection with the most populated cities. Issues and constraints that contribute to traffic and transport sector problems in Kuwait include (1) Increasing demand for transport of people and goods associated with limited infrastructure capacity, and inefficient public transport services, (2) need for better transport-land use planning, (3) need for a reliable information system and monitoring regime, to fully understand causes, create effective countermeasures and assess effectiveness of performance, (4) need for better traffic management, and travel demand system, (5) increasing vehicles, population, congestion, vehicle emissions, accidents, and lack of safety - conscious road design and black spot procedures, and (5) need for institutional reform and human resources development.

To manage demand, reduce congestion, and improve mobility and accessibility in Kuwait, a long-term and comprehensive National Traffic and Transport Strategy was developed for the period of 2010-2020 (NTTS), under the umbrella of the United Nation Development Programme and the General Secretary for Supreme Council for Planning and Development (GSSPCPD), which is UNDP national implementing partner in realization of this project. The NTTS has identified major obstacles, characteristics, and the role of each associated agency, and includes various elements such as institutional reform, human resources development, information system, interagency coordination, road infrastructure, transport systems, traffic management, ITS, transport-land use planning, enforcement and traffic policing, education, community awareness, road safety, congestion management, police patrol vehicles, vehicle emissions, and emergency/incident management. To strengthen implementation the UNDP and Government implemented the first stage of one of the priority project of the National Strategy which is called “National Traffic Management Improvement Project²”.

The Government provided strong support for the strategy. All relevant agencies are required to implement the NTTS recommendations.

The strategy has become Government commitment before His Highness the Amir of Kuwait, Ministers Council, National Assembly, community groups, media, Arab and Gulf Interior Minister Councils, and Resolution of the UN Decade of Action Plan 2011-2020. The “Ministers Council Resolution” No. 1426 of October 2010 to accelerate implementation also supports the project. The strategy included in the National Development Plan³.

Objectives:

The project aims to develop an efficient traffic demand management, road safety and enforcement system

2

<http://www.undp.org/content/dam/kuwait/documents/projectdocuments/Human%20Development/General%20Directorate%20of%20Traffic%20Project%202009-2013%20SIGNED.pdf>

³The National Development Plan is the Kuwait Plan for the Period 2010-2014. Some of its key goals include achieving sustainable development in all sectors, increasing national GDP and the standard of living, and restoring Kuwait's role as a regional center of finance and commerce. The \$115 billion Plan will contribute to the “Kuwait Vision 2035,” a sweeping plan to transform the country into a regional finance and trade hub. The Plan approved by the National Assembly and legislation No. 9 in 2010.

that will assist planning, implementation and management of sustainable transport system in Kuwait.

The system should replace current manual-paper data practice and limited information services (please see Annex 1: Table 1), electronically gather, process, analyze and display information related to road network, traffic operations, congestion levels and index, accidents, black spots, vehicle emissions, traffic police patrol vehicles, offences, road safety, monitoring and evaluation, and relevant issues with Geographical Information System (GIS), which will be made available through website, mobile phones, electronic systems, reports, and publications to a wide audience including planners, engineers, researcher, government officials, students, NGOs, academia, political leaders, decision makers, and community.

The system should improve capacity of the stakeholders in defining and understanding problems based on evidence and research, evaluate performance, strengthen coordination, and promote better initiatives and community awareness, to provide decision makers and practitioners with reliable tool for efficient policy development, implementation schemes and reduction of socioeconomic cost of traffic problems.

B. CONTEXT OF THE REQUIRED SERVICES⁴

The overall scope of the work requires the awarded Proposer to carry out a range of key activities including;

Activity 1 - IT related issues:

- Develop relevant data collection and entry forms.
- Collect data from "various sources" such as the field, mainframe, paper work, traffic control and cameras center, emergency center, ambulance service and hospitals, traffic operation road network, congestion levels, accidents, vehicle emissions, road safety issues, vehicle registration, road users, traffic offences mainframe, traffic patrol vehicles center, backstops, GIS issues, and mentoring and evaluation, including accuracy, completeness, consistency, integration and accessibility.
- Provide and tailor well-known international Integrated Data Management System (IDMS) for input, collate, analyse and output of various information and variables of interest, including integration of the various "modules" of the project, data storage system, recovery facility, dashboards, performance indicators, flexible reporting capabilities, before and after analysis, web environment, mobile applications, cost-benefit, and monitoring and evaluation to provide the necessary output for efficient management and decision-making – in, Arabic and English.
- Interface IDMS with other systems to download the required data, e.g. MOI traffic cameras, traffic signal, CCTV, traffic patrol vehicle, emergency, ambulance, hospital, municipality, MOI mainframe, MOI offences mainframe etc.
- Interface IDMS with Public Authority of Civil Information (PACI) system (public web-based system) and services regarding road network, residential address, road network, geographical location and demographic information.
- Link of IDMS with international border crossing stations of vehicle inspection (currently 3 stations with manual / paper process).
- Utilization of current available MOI traffic information, accident data, black spot information, GIS, and Ministry of Electricity & Water (MEW) Electricity Pole information / numbering. The Pole numbering (available electronically with the project team) will help in identifying locations, e.g. offences, accidents, and congestion, and can be used to identify the geographical areas and create link with the GIS.
- Provide all required personnel, software, devices, equipment and relevant issues.

Activity 2 - Support Issues:

⁴ For more details please refer to the Attachments 1-4 in the separate attachment "Addition to RFP: Complementary Information for Purpose of Informing Proposers"

- Develop all required guidelines, procedures, and actions plans to create a uniform national practice, enhance capacity of national cadres, set standards, and optimize the use of resources.
- Develop Proposals for congestion, monitoring and alleviation, road safety improvement, vehicle emissions control, intelligent traffic police operations, sustainable transport system, institutional reform, and knowledge transfer.
- Provide system maintenance, testing and enhancement during 2014-2015, after installation and operation of the system.

In order to achieve aforementioned activities and achieve expected target and goals under the ToR, the successful proposer shall:

- Prepare a conceptual framework/business analysis plan for implementation of the project components. In addition to this document submit detailed work plan by indicating timeframe for each activity that has been scheduled in the conceptual framework.
- Utilize state-of- the art technology.
- Establish a dedicated work group consisting of highly qualified and experienced experts.
- Design the project based on the best and leading international practice, and compliance with the specifications and standards of the Ministry of Interior of the State of Kuwait.
- Create interface and links with other existing systems.
- Integrate the information into a permanent server environment.
- Ensure/Guarantee Provision of fast and quality services, optimization of work flow and reduction of operating expenses, improvement of the quality of information and standards, and alignment of the Kuwait practice to relevant international standards and practices.
- Provide the required resources for the data collection and analysis including human resources, local transport, devices and equipment.
- Provide efficient validation and quality assurance system to ensure security and quality of data and system operations.
- The systems should be server based and should also operate in a web environment to provide the required interfaces, and client orientation (at least 3 levels of access to data).

System requirements

The system architecture shall include client facility to use the required information, application server for storage and protecting data from client direct access, and data storage level of various systems. The system should also enable creating and printing of reports, ad-hoc query, generates message or alerts on events or mistakes, and deadliness. The notification on certain event or deadlines should be sent to several email addresses. The system should allow the exporting and importing data from and to external files formats such as Microsoft Excel, Word, PDF and html for example or other format and should have efficient filtering capabilities, security, logging and accuracy of data.

In order to ensure the proper utilization of the newly developed system, the successful proposer shall provide training for the national cadres including system specialists, end users, and identified trainers.

The successful proposer shall also focus on the performance measures and continuous improvement, timely resolution of issues, establishing a help disk during the maintenance period, and multi-level maintenance, backup, and recovery process.

General information about the Project's activity

The description of each activity should be supported by case study examples / solutions that are applicable to Kuwait, best international practice, lessons learned, detailed standards and cost- benefit information, in consultation with stakeholders.

The deliverables of all tasks should be covered in the conceptual framework / business analysis plan and interim report for implementation of the project components, including description of sustainable approaches, resources, materials, time table, and link between the various outputs.

The Project will organize a site visit to the Ministry of Interior, Traffic Control Centre, and other relevant sites to the interested prospective proposers during the tender announcement period so that they can familiarize themselves with the existing software, hardware, network, and hosting equipment in use by the Ministry, Traffic Control Centre identify constraints and needs, backup, disaster recovery options, and required improvement.

The awardee proposer shall also establish a test and development mechanism; develop codes using clear easily maintainable and effective code and use proven best practice coding language. Color schemes and logo should comply with specifications and standards of Kuwait. Such specifications and standards of Kuwait will be provided by the Project to the Successful Proposer. Proposers shall develop all materials and outputs in an attractive, easily understandable and user friendly format.

The proposers are expected to demonstrate full understanding of the above activities, and show capture how these will be developed, implemented, updated, enhanced and maintained, in their technical proposals.

Provide Technical and Maintenance Support

The selected proposer is expected to be awarded a contract including the following components;

- Development of the project and providing technical support during 2013.
- Testing, enhancement and maintenance of the project during 2014 - December 2015.

C. SCOPE OF SERVICES, EXPECTED OUTPUTS AND TARGET COMPLETION

Key Tasks of the Project⁵

Proposers shall review the best and leading international practice, current Kuwait practice, and current Project Team outcomes including but not necessarily limited to accident data, traffic offences, congestion, management, black spot identification and analysis, enforcement issues, traffic patrol vehicles, road classification, vehicle emission, traffic data, land use, landmarks, GIS, training, guidelines, and monitoring and evaluation.

Task 1 - Development of Integrated Data Management System (IDMS)

The objective is to develop reliable tool to support practitioners and decision makers.

- Task 1.1:** Development of relevant "forms" for data collection and entry, and processing/analysis of all identified variables of the projects from various sources.
- Task 1.2:** Provide a mechanism/procedure for data collection for various sources and various Kuwait Governorates, including the personnel and resources to collect and further enter data on the IDMS.
- Task 1.3:** Provide and tailor well-known international IDMS, including interface with all relevant

⁵ The project tasks have been selected according to the Ministry of Interior (MOI) and national needs, and included in the National Development Plan of Legislation No. 9 - February 2010, MOI Work Plan, Ministers Council Resolution No. 1426 - October 2010, and National Traffic and Transport Strategy. They are also required to fulfill requirements of the UN Decade of Action 2011-2020 Plan which became international commitment for the State of Kuwait.

systems and integration with all Modules, to accommodate all relevant data in one system and provide efficient analysis and planning.

Task 1.4: Provide, install and test all required equipment, devices, and software.

Task 1.5: Operation, maintenance, enhancement of the system and troubleshooting.

Task 1.6: Develop training packages and programs for the relevant cadres.

Task 2 - National Traffic Engineering and Enforcement System

The objective is to enhance movement of people and goods, optimize transport system efficiency and improve traffic law enforcement.

Task 2.1: Enhance capacity of the current Traffic Police Patrol Vehicle System, including the database, GIS, vehicle tracking system, communication, and integration with the IDMS (Module 1), and provide guidelines, to enhance capacity of the current traffic police operation (and submit proposal to create new 6 sub-centre in various Governorates).

Task 2.2: Develop database to enhance activity of the international border crossing stations of vehicle inspection (currently 3 stations with manual/paper process) and link with the IDMS (Module 2).

Task 2.3: Develop Air Quality database and guidelines and one mobile field measuring device and integration with the IDMS (Module 3).

Task 2.4: Develop mechanism/system to download data/pictures/video from various sources and display on various screens to explore and assess various traffic, transport, accidents, offences, congestion, socio-economic impact and cost issues.

Task 2.5: Develop Transport Demand Management guidelines for Kuwait including assessment of current transport operations, feasibility of using some Transport Demand Management Techniques, development of Action Plans for implementation such as improvement of public transport, Improvement of transport-land use planning, pedestrian friendly environment, bus lane, heavy vehicle lane, and parking system, ride sharing, and pricing system.

Task 2.6: Develop other relevant guidelines, e.g ITS, parking, traffic problem cost, traffic police operation and traffic management.

Task 2.7: Develop training packages and programs for relevant cadres in Kuwait.

Task 2.8: Operation, maintenance, enhancement and troubleshooting.

Task 3 - National Road safety and Black Spot System

The objective is to "to minimize the severity, frequency and cost to the community of road traffic accidents in line with the new UN Decade of Action Campaign 2011-2020 which commenced on 11 May 2011, through development of a national Black Spot System to introduce more efficient "safety-conscious" road design and traffic management system - on the basis that: "Prevention is better than cure".

Task 3.1: Develop Protocol for black spot identification, assessment and treatment, and accident Investigation to promote accident prevention and accident reduction and mitigation.

Task 3.2: Develop Road Safety and Black Spot Action Plan.

Task 3.3: Develop Accident Information System and integrate with the IDMS (Module 4). The system might initially deal with paper / manual data captured on the new system, and should provide for future on-site electronic capturing of data.

Task 3.4: Development Guidelines including specifications, definitions, standards, procedures, costs, causes, link with offences, and required counter measures.

Task 3.5: Develop necessary training materials, and provide training of the national cadres of group from 20 to 25 people during the project implementation period.

Task 3.6: Operation, maintenance, enhancement and trouble shooting.

Task 4 - National Traffic Centre's of Excellence

The objective is to enhance the capacity of General Directorate of Traffic and respective information on the

required organizational structure and proposed design. Current institutional needs, design of the proposed organizational structure and the required reform will be presented by the Project Technical Director during the proposer's conference and materials will be provided. The site visit will include the General Directorate of Traffic while the Project Technical Director will provide support to the assigned successful proposer's experts to:

- Task 4.1:** Develop proposal for National Road Safety Centre of Excellence.
- Task 4.2:** Develop proposal for National Traffic Training Centre of Excellence.
- Task 4.3:** Develop proposal for Enhancement of Traffic Planning and Research Directorate activities.
- Task 4.4:** Develop proposal for Enhancement of General Directorate of Traffic Capacity.
- Task 4.5:** Develop proposal for new Accident Investigation System in Kuwait, including establishment of 7 new units in 6 Governorates within the General Directorate of Traffic.
- Task 4.6:** Provide the required technical support as required.

Task 5 - National Traffic Awareness Campaign

The objective is to advance the community awareness on the use of the road network.

- Task 5.1:** Develop national traffic awareness campaign program, including promotion and media materials, providing relevant software and hardware, publications, videos, CD's, leaflets, and ADs.
- Task 5.2:** Develop proposal and provide support for establishment of 7 units within the General Directorate of Traffic in various Governorates.
- Task 5.3:** Training in Kuwait for local cadres consisting of 15-20 people.
- Task 5.4:** Promotion of the overall project outputs amongst the stakeholders.
- Task 5.5:** Develop guidelines.

Task 6 - Monitoring and Evaluation System

The objective is to monitor performance and efficiency of the action plan against the required targets.

- Task 6.1:** Assess current and identify a set of Key Performance Indicators (KPI's) and set realistic annual performance targets that will provide the necessary information to monitor the efficiency of the developed systems and improvement to traffic flow, road safety and accident management systems and congestion alleviation.
- Task 6.2:** Develop a dashboard facility with various graphic and analysis formats, web environment, mobile phone applications and terminal services to provide the end user with the required information.
- Task 6.3:** Develop an analysis system to manipulate data and statistics and provide reports, adhoc query, and analysis.
- Task 6.4:** Develop a system that will enhance project office correspondence, filing structure, search, incoming and outgoing mail and email, tracking of task activities and measures, integration of paper and electronic correspondence, letter exchange, publications, storage of data, follow up, project planning, budget monitoring, deadlines, delivery of services, and monitoring and evaluation.
- Task 6.5:** Operation, maintenance, enhancement and trouble shooting.
- Task 6.6:** Training in Kuwait for relevant cadres consisting of 20-25 people.

Proposers shall note that this project is not purely an academic exercise, but it is a practical tool to provide information, guidance and assistance to the planners, designers, managers, and decision makers in Kuwait.

Support Information

The Successful Proposer shall ensure that all resources both technical (e.g. mobile traffic count system/vehicle/video/camera, vehicle classification) and human are available for implementation of tasks stipulated in this ToR. These shall be factored both in the corresponding technical and financial proposals

The Successful Proposers shall ensure that the following facilities and activities are provided during implementation of tasks and systems:

- Creation of the Project Website (under current MOI website) and provide link between the IDMS, Project Office and other systems.
- Delivery and install 5 big monitoring LED screens (minimum 52”) and systems in the project HQ to explore downloaded live videos, pictures, images, GIS maps, traffic movement, locations, Google images, congestion, and accidents data.
- Provide the required consultants and resources as per the RFP document.
- Provide requirement of the Monitoring and Evaluation system of the project HQ.
- Provide the Specialized Software Programs including Installation, Testing, Full Operation, Maintenance and Training of Local Cadres consisting of 20-25 people (Table 2: Annex 1).
- Deliver Equipment including Installation, Testing, Full Operation, Maintenance and Training of Local Cadres (Annex 2).
- Deliver and install 30 terminals/computers for data entry in various Governorates and to facilitate the on-line entry of data, and provide the required technical cadres and their requirements. The minimum technical specifications are included in Annex 2, and the bidder is required to provide the relevant hardware/traditional software, and relevant specialized software, e.g for data entry, and all necessary accessories, flash, data storage facility, external disk, network, internet facility, security, antivirus, and data recovery. The bidder is encouraged to provide an innovative approach and updated technology if available.
- Deliver and install 30 terminals/computers to display system outputs and queries for senior management, relevant ministries, and organizations and provide the required mobile phone for outputs if applicable, and 30 smart mobile phones to display outputs for senior management. The minimum technical specifications are included in Annex 2, and the bidder is required to provide the relevant hardware/traditional software, and relevant specialized software, e.g for data output display, and all necessary accessories, flash, data storage facility, external disk, network, internet facility, security, antivirus, and data recovery. The bidder is encouraged to provide an innovative approach and updated technology if available.
- Training of the groups of 20-25 National Cadre requirements and presentations at the two annual International Training Workshops

Expected Outputs and Deadlines

The successful proposer shall propose a project delivery schedule/work plan covering the following scope of work and time line:

- Development of the project and providing technical support during 2013, including the consideration of the Project Team feedback.
- Testing, enhancement and maintenance of the project during 2014 - December 2015.

Note:

All electronic equipment should be compatible with existing systems in Kuwait (proposers shall have an opportunity to learn existing system in Kuwait during site visit as indicated in Data Sheet) and give the necessary future functionality and allow for future extension and improvement of the systems. The proposer should also take into account hot (in summer temperature reaches +55 C) and dusty climate (frequent dusty storms is peculiarity of Kuwait) of Kuwait while proposing electronic equipment and devices.

Task Deliverable and Deadlines

Main Task #	Sub Tasks	Outputs	Deadlines Month/Year
Task 1.	Task 1.1	Methodology and relevant forms are developed and agreed	11/2013

		with UNDP	
	Task 1.2	A mechanism/procedure for data collection for various sources and various Kuwait Governorates is provided, including the personnel and resources to collect and further enter data on the IDMS	During the project period till 12/2015
	Task 1.3	Well-known international IDMS is provided and tailored, including interface with all relevant systems and integration with all Modules	10/2014
	Task 1.4	All required equipment, devices, and software are delivered and installed	06/2014
	Task 1.5	Operation, maintenance, enhancement of the system and troubleshooting are provided	During the project period till 12/2015
	Task 1.6	Training packages are developed and agreed and trainings are conducted	
Task 2.	Task 2.1	Capacity of the current Traffic Police Patrol Vehicle System is enhanced, including the database, GIS, vehicle tracking system, communication, and integration with the IDMS (Module 1). A guideline, to enhance capacity of the current traffic police operation is provided (and submit proposal to create new 6 sub-centre in various Governorates).	10/2014
	Task 2.2	A database to enhance activity of the international border crossing stations of vehicle inspection is developed and linked with the IDMS (Module 2).	10/2014
	Task 2.3	Air Quality database and guidelines and one mobile field measuring device are developed and integrated with the IDMS (Module 3).	10/2014
	Task 2.4	A mechanism/system is developed to download data/pictures/video from various sources and display on various screens to explore and assess various traffic, transport, accidents, offences, congestion, socio-economic impact and cost issues.	10/2014
	Task 2.5	Transport Demand Management guidelines for Kuwaiti is developed and current transport operations, feasibility of using some Transport Demand Management Techniques are assessed. Action Plans for implementation such as improvement of public transport, improvement of transport-land use planning, pedestrian friendly environment, bus lane, heavy vehicle lane, and parking system, ride sharing, and pricing system are developed.	11/2014
	Task 2.6	Other relevant guidelines, e.g ITS, parking, traffic problem cost, traffic police operation and traffic management are developed.	during the project period till 12/2015
	Task 2.7	Training packages are developed and training is conducted	
	Task 2.8	Support throughout the maintenance period is provided	
Task 3	Task 3.1	Protocol for black spot identification, assessment and treatment, and accident investigation to promote accident prevention and accident reduction and mitigation is developed	06/2014

	Task 3.2	Road Safety and Black Spot Action Plan is developed	06/2014
	Task 3.3	Accident Information System is developed and integrated with the IDMS (Module 4)	10/2014
	Task 3.4	Guidelines including specifications, definitions, standards, procedures, costs, causes, link with offences, and required counter measures are developed	06/2014
	Task 3.5	Training materials are developed and training to the national cadres of group from 20 to 25 is organized	during the project period till 12/2015
	Task 3.6	Operation, maintenance, enhancement and troubleshooting support is provided	
Task 4	Task 4.1	Proposal for National Road Safety Centre of Excellence is developed	10/2014
	Task 4.2	Proposal for National Traffic Training Centre of Excellence is developed	10/2014
	Task 4.3	Proposal for Enhancement of Traffic Planning and Research Directorate activities is developed	10/2014
	Task 4.4	Proposal for Enhancement of General Directorate of Traffic Capacity is developed	10/2014
	Task 4.5	Proposals for new Accident Investigation System in Kuwait and on establishment of 7 new units in 6 Governorates within the General Directorate of Traffic are developed	10/2014
	Task 4.6	Required technical support is provided	during the project period till 12/2015
Task 5	Task 5.1	National traffic awareness campaign program is developed and promotion and media materials, relevant software and hardware, publications, videos, CD's, leaflets, and Ads are provided.	05/2014
	Task 5.2	Support to establish 7 units within the General Directorate of Traffic in various Governorates is provided	during the project period till 12/2015
	Task 5.3	Training in Kuwait for local cadres consisting of 15-20 people is organized	
	Task 5.4	Promotion of the overall project outputs amongst the stakeholders is carried out	10/2015
	Task 5.5	Guidelines are developed and agreed	06/2015
Task 6	Task 6.1	Current KPIs are assessed and set of KPI's and set realistic annual performance targets that will provide the necessary information to monitor the efficiency of the developed systems and improvement to traffic flow, road safety and accident management systems and congestion alleviation are identified.	10/2014
	Task 6.2	A dashboard facility with various graphic and analysis formats, web environment, mobile phone applications and terminal services to provide the end user with the required information is developed	10/2014
	Task 6.3	An analysis system to manipulate data and statistics and provide reports, adhoc query, and analysis is developed.	10/2014
	Task 6.4	A system that will enhance project office correspondence,	10/2014

	filing structure, search, incoming and outgoing mail and email, tracking of task activities and measures, integration of paper and electronic correspondence, letter exchange, publications, storage of data, follow up, project planning, budget monitoring, deadlines, delivery of services, and monitoring and evaluation is developed.	
Task 6.5	Operation, maintenance, enhancement and troubleshooting services are provided	during the project period till 12/2015
Task 6.6	Training in Kuwait for relevant cadres consisting of 20-25 people is organized.	

Testing and Launch of the Output

It is expected to arrange several meetings and presentations with successful proposer during contract implementation period in order to ensure that all system modifications, software, guideline, program based on the feedback received from UNDP Project Team are taken into account.

Since traffic problems are escalating sharply, there is a need for maintenance, continuation of data entry and training, monitoring evaluation and enhancement period of this project in line with the magnitude of the problems and its continuous developing issues, and to overcome the potential challenges and associated socio economic cost, until December 2015.

D. INSTITUTIONAL ARRANGEMENTS

Authority Who Will Directly Supervise the Work of the Service Provider

UNDP provides the Project Technical Director and some consultants to work on daily basis with the General Directorate of Traffic (GDT), and processes payments for the proposer and consultants based on contract terms and conditions.

The GDT is the executing agency and beneficiary of the project responsible for supervision and monitoring and evaluation of the Project on daily basis, through a number of mechanisms. The GDT in coordination with the Project Board is also responsible for quality of equipment, software and devices, provide consultants, goods and services, and approval of deliverable, to promote quality assurance. The GDT will provide the available information and services to the bidder. The proposals will be evaluated by an Evaluation Team composed of both UNDP and National Counterpart staff, in full compliance of UNDP's Procurement Policies and Procedures.

The GSSCPD represents the Government of Kuwait, and provides budget to UNDP and support necessary for successful implementation of tasks.

The Project Board mission is to monitor the Project implementation. The Project Technical Director was appointed (International Consultant) on time by UNDP to manage the project and provide the monthly, quarterly and yearly progress reports and plans. A National Project Director/Coordinator was also appointed by the Ministry of Interior to facilitate coordination and implementation, supported by some traffic police officers and technical staff. A GIS consultant was appointed by the UNDP. The above are not part of the proposal, but the team will provide all possible technical support to the successful proposer.

The Service Provider shall liaise with Project Team.

The moment Project Team, GDT and Project Board accepts each output stipulated in the ToR and confirms payment, UNDP will proceed with payments within one week.

The project team will provide the available background information about Kuwait and project itself during pre-proposal conference.

E. DURATION OF THE WORK

Expected duration of work

Project Activity	Period
Development of the project and providing technical support, including the soft launch of the project system after six months of contract signing.	Nov 2013 – Jun 2014
Testing, enhancement and maintenance of the project during	Jul 2014 – Dec 2015

Testing, Modification and Maintenance Period

Black Spots, Congestion Levels and Index, Road Accidents, Vehicle Emissions, and increasing Transport Demand for movement of people and goods, together with the limitation of current road networks and transport infrastructure capacity required continuous efforts to tackle problems, provide countermeasures, and monitor effectiveness of institutional performance and action plans. Further, the NTTS for Kuwait has covered the period 2010 - 2020 according to the Ministers Council Resolution 1426 of October 2010, while Stage 2 of the NTTS (Smart Kuwait) will commence in 2015 in line with the National Development Plan.

The above, together with the current short period of the project development, necessitate that the Proposer will continue work during "Jan 2014 to Dec 2015" to implement the following activities:

- Continuation of data collection and downloading from various sources and systems with all relevant cadres, local transport, data entry terminals and requirements.
- Continuation of identification of black spot and congestion location (i.e. Black Spot & Congestion are continuing issues and there is no time frame for their end even after completion of the project) with all relevant cadres, local transport and other requirements.
- Continuation of providing outputs through the established terminals for the senior management, relevant ministries and organizations.
- Maintenance, enhancement, further testing, further stakeholder input, further training of local cadres, upgrading line with the emerging new technology, data collection.
- Monitoring of the effectiveness of the Action Plans and operation programs.
- Monitoring implementation of the UN decade of Action 2011-2020 requirements.
- Provide advice regarding implementation of stage 2 of the National Traffic and Transport Strategy 2010-2020 for Kuwait.
- Support establishment and operation of the new road safety centre of excellence, new traffic training centre of excellence, improvement of Traffic Planning and Research Directorate activities.
- Promote establishment of new Accident Investigation Units, and new Traffic Awareness Units in various Governorates.
- Support restructuring of the General Directorate of Traffic.
- Support training of the national cadres inside and outside Kuwait.
- Assessment of the requirement of the stage 2 of the National Traffic and Transport Strategy for the period 2015 - 2020 (Smart Kuwait) in line with the progress of this project, expectations, future needs, new National Development Plan 2015 - 2020, Government requirements and UN Decade of Action Plan 2011-2020 which was approved by Kuwait and became International Commitment.

Reporting and Estimated Lead-time for Project Implementing Partners to review outputs, Give Comments, Approve Acceptance of Outputs.

The successful proposer shall provide the required report and system in "Arabic and English". Therefore it is expected that the proposer will have capacity to arrange translation of required information into Arabic if initial materials are in English. Reports shall contain accurate information as to enable the project team to monitor and manage the Consultants' performance, including:

- Project Inception report should be provided to the Project Technical Director no later than four weeks following commencement of the project.
- Fortnightly report describing activities taking and outputs. This report shall be submitted for reviewing by the Project Technical Director and Project Board.
- Paper presentations as required for various audience, and participation at the international workshops and other events.
- Help project technical Director in the relevant analysis, reports and paper presentations, as required.
- Quarterly report no later than the third week of the end of the quarter for presentation at the Project Board Meeting by the Project Technical Director.
- Draft final report and completion report.
- The project Board will review all deliverables and provide a return notification within three weeks of any modification or addition to the report. Any such change should be done with 2-3 weeks by the Consultant.
- The Consultant shall note that, with the exception of the Inception report, payments will be made on approval by the Project Team, GDT and Project Board of the outputs as specified in Chapter H “Scope of Price Proposal and Schedule of Payments” of this TOR
- If the successful bidder does not receive comments within 2-3 weeks of receipt of a deliverable it shall be deemed as approved and relevant approved payment shall be due.

Duly signed and itemized Invoices will be sent directly to UNDP for payment. Payment shall be made after the Project Board has checked the invoice and verified that the work invoiced has been completed in accordance with the TOR and to the satisfaction of the Project Team.

Reason for urgency of the Project

Allocation of the budget of the project line with the National Development Plan period, however the project will entail a period of maintenance following the first year.

F. LOCATION OF WORK

Location of Field Data: Various Governorates in Kuwait which are located in Kuwait only.⁶

Service Provider Presence

The Successful Proposer should establish its own office in Kuwait for communication/administration purpose; establish a mechanism for the future maintenance of the project after its completion, and assign an officer/decision maker for coordination with National Director and Project Technical Director for coordination purpose. The Successful Proposer will arrange office to accommodate the Proposer's team of experts and ensure that required facilities to perform works are provided on a timely manner. The General Directorate of Traffic (Ministry of Interior) is responsible for the project office which will accommodate all systems and equipment of the project, and will providing data collection office.

All project activity should be carried out in Kuwait. However, if the Successful Proposer is willing to undertake some activities outside Kuwait for acceptable reason, there is a need to identify this in the tender document clearly to get approval of the Project Board.

⁶ The capital of the State of Kuwait (Kuwait) and 5 Governorates located in highly populated area representing about 8% of the total area of Kuwait. The total length of road network is about 6,000 km while the number registered vehicle is about 1.7 m vehicles and population around 3.8 m.

G. QUALIFICATIONS OF THE SUCCESSFUL SERVICE PROVIDER AT VARIOUS LEVELS

Type of Required Firm

The Successful Proposer shall:

1. Demonstrate in depth experience in developing large IT/software systems in the area of traffic demand management, road safety and enforcement;
2. Demonstrate experience in transport - landuse planning, traffic engineering, road safety, black spot, road, public transport, accident investigation, congestion management, guidelines development, training, traffic policing, web technology, Intelligent Transport System, monitoring and evaluation system, development of database, vehicle emissions, traffic awareness, and traffic enforcement;
3. Demonstrate at least 15 years of experience in required sphere, and proven record of delivering similar projects during this period. Proposers need to provide documentary evidence that at least 3 relevant contracts of similar nature were completed in the last 5 years, including copies of the Contracts or Purchase Orders, stating date, Purchaser, object and scope, total amount, delivery terms as applicable;
4. Proven experience in developing data collection form and processing, integrated system and reduction of the socioeconomic cost of traffic problems;
5. Be legally entitled to perform services in Kuwait (certificate of business registration, accreditation or other respective document issued by local responsible government body). If the Proposer has no legal entitlement at the moment of submission of the proposal it is obliged to secure and document such legal requirement prior to contract signature;
6. Staff of qualified personnel to the extent necessary to carry out all types of work;
7. Availability of skilled degreed experts in the relevant project disciplines;
8. Financially capable of facilitating the development of this multi-disciplinary project. Turnover must be 3 million USD for the past 3 years.

Team of Expert

In general the Proposer shall assign the relevant personnel according to their technical know-how and reliability to fulfill its obligations under the contract to be awarded as an outcome of the procurement process. The successful Proposer shall be required to devote team of dedicated personnel with the following minimum qualifications.

Project Team Leader / Transport and Traffic Specialist⁷:

1. At least 20 years of relevant experience in the above multidisciplinary areas of the traffic and transport sectors.
2. In depth experience in managing multidisciplinary project with complex issues, information technology, ITS, information system, and website development.
3. Degree from an accredited university (preferably at MSc or PhD levels and registration with the relevant professional institutes), and computer literacy, good writing and analytical skills.
4. Fluency in English.

Assistant Project Team Leader:

1. At least 10 years of relevant experience in the above multidisciplinary areas of the traffic and transport sectors.

⁷The Proposer may propose additional transport specialists and IT specialist to assist the Team Leader with development of the outputs of the project.

2. In depth experience in managing multidisciplinary project with complex issues, information technology, ITS, information system, and website development.
3. Degree from an accredited university (preferably at MSc or PhD levels and registration with the relevant professional institutes) and computer literacy, good writing and analytical skills.
4. Fluency in English.

IT and web design specialist:

1. At least 10 years of experience in the IT system and web-based GIS information system.
2. Demonstrated expertise including, but not necessarily limited to website content development and editing, web-site design, website technical architecture and database management, ITS, GIS Analysis and data management, mobile phone and modern technology applications.
3. Degree from an accredited university (preferably at MSc or PhD levels and registration with the relevant professional institutes) and computer literacy, good writing and analytical skills.
4. Fluency in English.

Consultancy Firm Coordinator:

1. At least 10 years' experience in coordination of multidisciplinary project on daily basis.
2. Demonstrated expertise in meeting client needs and delivery of on-time services.
3. Ability to make decision and work with minimal supervision.
4. Appropriate degree from accredited university.
5. Fluency in English (Fluency in Arabic is an advantage)

The Successful bidder should provide assurance that the key experts of the project of the bid will not be replaced during the implementation period unless there is an urgent situation and this need to be approved by the project.

Other Experts

Other Experts include, but not limited to the following should have good communication skills and fully knowledgeable and experienced on their spheres:

- **Expert in transport planning / modeling and Traffic Management:**
 1. At least 20 years of experience and Masters or PhD Degree in the specialty from accredited university;
 2. Fluency in English.
- **Expert in ITS:**
 1. Minimum 15 years of experience in the sphere, and appropriate university degree preferably at Master or PhD degree from accredited university.
 2. Fluent in English
- **Expert in Road Safety and Black Spot:**
 1. At least 20 years of experience in the sphere.
 2. Masters or PhD degree or equivalent from accredited university.
 3. Fluency in English.
- **Expert in Traffic Police Operation:**
 1. Minimum 20 years of experience.
 2. Appropriate degree from accredited university or police academy.
 3. Fluency in English.
- **Expert in Road Accident Investigation:**
 1. Minimum 20 years of experience in the area
 2. Appropriate degree from accredited university or police academy.
 3. Fluency in English.
- **Expert in Traffic Awareness:**

1. Minimum 10 years of experience in required sphere.
 2. Appropriate degree from accredited body.
 3. Fluency in English.
- **Expert in Socioeconomic cost of traffic problems:**
 1. At least 15 years of experience in respective sphere.
 2. Appropriate degree from accredited university.
 3. Fluency in English.
 - **Expert in the Monitoring and Evaluation and administration:**
 1. Minimum 15 years of experience in respective sphere.
 2. Experience in performance indicators, reporting, monitoring evaluation, and meeting targets.
 3. Experience in various administration issues, correspondence, follow up, deadlines, data storage and filing, and relevant software and technology use.
 4. Appropriate degree from accredited university.
 5. Fluency in English.
 - **Expert in the development of National Traffic Centre's of Excellence:**
 1. Minimum 15 years of experience in required sphere.
 2. Appropriate degree from accredited university.
 3. Fluency in English.
 - **Expert in Transport Demand Management:**
 1. At least 20 years of experience in respective sphere.
 2. Master or PhD degree from accredited university (preferably with registration with the professional institutes).
 3. Fluency in English.
 - **Experts in the training on the new systems and software:**
 1. Minimum 10 years of training experience.
 2. Appropriate degree from accredited university.
 3. Good communication skills.
 4. Fluency in English.
 - **Expert in Vehicle Emissions:**
 1. Minimum 10 years' experience in required sphere.
 2. Appropriate degree from accredited university.
 3. Good analytical skills.
 4. Fluency in English.
 - **Expert in Enhancement of Institutional Management Capacity:**
 1. Minimum 15 years of appropriate experience and skill development.
 2. Appropriate degree from accredited university.
 3. Good analytical skills, ability to analyze information and institutional reform.
 4. Fluency in English.
 - **Technical Staff for field and other data collection:**
 1. Minimum 3-5 years of experience in required sphere.
 2. Appropriate degree and training.
 3. Knowledge of English and Arabic.
 - **GIS System Developer:**
 1. Minimum 10 years of appropriate experience.
 2. Degree from accredited university.
 3. Good analytical and technical skills.
 4. Fluency in English.
 - **Expert in Parking:**
 1. At least 10 years of experience.
 2. Appropriate accredited university degree.

3. Fluency in English.
- **Expert in Statistics:**
 1. Minimum 8 years of experience in statistics, data analysis and reporting.
 2. Appropriate accredited university degree.
 3. Good analytical skills.
 4. Skills to work on specialized data process, software, programs and relevant IT/computer environment.
 5. Fluency in English (knowledge of Arabic is advantage).

The Proposal should indicate how the project is to be managed and coordinated based on the experts' experience of similar projects.

Based on their experience, proposers shall provide their own estimate of the effort required for the above listed tasks in the proposal. The proposal should include company background and experience, including relevant references, evidence of successful completion of previous similar work with the government agencies or private sector.

CV's for the team of experts must be duly signed by owners and presented in technical proposal.

The UNDP will provide simultaneous translation from English to Arabic and vice versa during the every training session if required while the project team members do not need translation.

H. SCOPE OF PRICE PROPOSAL AND SCHEDULE OF PAYMENTS⁸

Below table reflects percentage for payment under each output. The Proposer shall specify the key outputs or milestone activities under each output on the basis of scope of services, expected outputs and deadlines outlined in Chapter C "Scope of Services, Expected Outputs and Target Completion" of this ToR for which payments will be made, the corresponding percentage of the contract price that will be paid per milestone/output, including the conditions/documentations required prior to the release of any tranches of payment.

Component 1: Payment Schedule for the first 14 months of contract implementation.

#	Output	Expected Delivery Date
1	Supply, installation of software and equipment listed in Table #2 of Annex 1 and Annex 2	Delivery date of listed equipment is linked to the delivery date of the tasks given below but all equipment shall be delivered not later than 14 months from the date of signing the contract

Payments under this component shall be against well documented Invoices with supporting documents (contract, shipping documents, packing list etc.) as an annex to the Invoice which should justify amount of requested payment.

Component 2: Payment Schedule for the first 14 months of contract implementation.

#	Output	Expected Delivery Date	Percentage for Payment
1	Development of Integrated Data Management System		100%
1.1	Methodology and relevant data forms are developed and submitted for the approval to UNDP of the conceptual design of the Integrated Data Management System and approved	2 months from the date of signing the contract	25%

⁸ The schedule of delivery might be adjusted during contract implementation based on existing circumstances and progress. However such adjustment will be well documented and justified by the Successful Proposer.

1.2	A procedures for data collection for various sources are provided and presentation of a draft System is conducted	8 months from the date of signing the contract	25%
1.3	Presentation of the semi-final IDMS System including stake holders feedbacks	11 months from the date of signing the contract	25%
1.4	The final proposal of the IDMS is submitted for approval and approved	14 months from the date of signing the contract	25%
2	Development of National Traffic Engineering and Enforcement System		100%
2.1	The conceptual design including interface of all modules with IDMS and other requirements is submitted for approval to UNDP and approved	4 months from the date of signing the contract	30%
2.2	Presentation of the semi-final outputs including stake holder feedbacks	9 months from the date of signing the contract	30%
2.3	Final National Traffic Engineering and Enforcement System is developed	14 months from the date of signing the contract	40%
3	Development of National Road Safety and Black Spot System		100%
3.1	The conceptual design including the protocol, procedures system, and interface with IDMS and other requirements is developed, submitted for approval to UNDP and approved	4 months from the date of signing the contract	35%
3.2	Presentation of the semi-final System including stake holders feedbacks	9 months from the date of signing the contract	35%
3.3	National Road Safety and Black Spot System is developed	14 months from the date of signing the contract	30%
4	Development of National Traffic Centres of Excellence		100%
4.1	The conceptual design is developed submitted for approval to UNDP and approved	4 months from the date of signing the contract	50%
4.2	Development of the final outputs of the National Traffic Centers of Excellence	12 months from the date of signing the contract	50%
5	Development of National Traffic Awareness Campaign		100%
5.1	The conceptual plan is developed and submitted for approval to UNDP and approved	4 months from the date of signing the contract	50%
5.2	Final requirements of the final National Traffic Awareness Campaign is developed	12 months from the date of signing the contract	50%
6	Development of Monitoring and Evaluation System		100%
6.1	The conceptual plan is developed and submitted for approval to UNDP and approved	4 months from the date of signing the contract	50%
6.2	Final requirements of the Monitoring and Evaluation System if developed	12 months from the date of signing the contract	50%

The proposer shall indicate total price of each output and interim payments under each sub-output shall be according to the percentage as indicated above.

Component 3: Payment Schedule for the maintenance services, training and awareness campaign

#	Output	Duration
1	Continuation of data collection	26 months from the date of signing the contract
2	Maintenance and upgrading the system	26 months from the date of signing the contract
3	Trainings, awareness campaign	26 months from the date of signing the contract

Payments under this component shall be invoice based. The Successful Proposer shall submit Invoice with supporting documents justifying expenses under each event.

The Proposers should consider the following information in their financial proposal:

- a) The Proposer's proposal should include a schedule of deliverables, milestones and timescales.
- b) The price should be fully inclusive of all costs (Overheads, profit, staff cost, equipment cost, accommodation, transportation cost, etc.).
- c) All listed equipment that the Proposer is required to supply as part of the project should be listed and priced separately and should include all cost necessary to procure, deliver, install, test.
- d) Equipment and software indicated in this document can be replaced with equivalent or better and prior approved alternatives. The equipment and software should be compatible with existing systems within MOI and relevant Government agencies at the moment and with what is required for future phases and best practices and cutting edge technology from around the world.
- e) The Proposer should include a Man-Month schedule for all staff that will be involved on the project. The schedule should clearly indicate Salary, Overhead and Profit. This schedule could also be used for any additional work that might be required and that is not forming part of the scope of work.

I. OWNERSHIP OF INTELLECTUAL CONTENT

As stated in Section 10, Contract for Professional services, including General Terms and Conditions, proposers shall note that all rights, ownership and copyright of intellectual and other contents of the project will created and provided by the bidder to UNDP shall vest solely with UNDP.

- The Information Technology Directorate of the MOI is responsible for inspection of all successful proposer's software, hardware, communication system to ensure quality and compatibility with the current specification and systems of the MOI, Government of Kuwait.
- The Information Technology Directorate will assign permanent coordinator to work with the project team regarding the required advice and quality of the successful proposer output. The Directorate also will ensure maintenance of the all successful proposer equipment and software following the completion of the maintenance period of the successful bidder.

J. EQUIPMENT

The list of equipment to be provided by the proposer should not be less than technical specifications indicated in Annex 2 to the TOR. The price of such equipment shall be factored in and included in the proposers Financial Proposal, in accordance with Section7, Financial Proposal form of this RFP. All equipment must adopted to Kuwait hot and dusty climate condition.

Table 1. Sources of Current Traffic Data in Kuwait⁹

Source	Remarks
Traffic Count	There is no thorough traffic count system.
Congestion	There is no thorough system and index.
Traffic Control Center	Only center in Kuwait with : <ul style="list-style-type: none"> • Traffic Monitoring Cameras (57) – CCTV to facilitate traffic management. • Traffic Cameras (63) at some intersections for traffic count
	Link of 157 Traffic Signal Intersections with the control center using QuickNet4 to manage their timing program. Work in progress to convert the system from Off-Line (manual process) to On-Line (automated process).
	Variable Message Sign – 21 VMS for awareness.
	Fixed Speed Cameras – 40 cameras (double sided photo with flash). 50 more cameras will be installed soon.
	Portable Speed Cameras – 18 cameras.
	Red Light Cameras – 100 cameras.
	Some Point to Point cameras to monitor vehicle speed through distance and time.
Patrol Vehicle Operations Center	<ul style="list-style-type: none"> • Tracking System to monitor patrol vehicle. • Paper work to register distribution of vehicles of various police stations. • Link with the national emergency center.
Traffic Offences	<ul style="list-style-type: none"> • Indirect system through cameras of the Traffic Control Center. • Direct system through traffic police activities. • Mainframe for manual entry of data.
Traffic Fatalities	Manual / Paper information. The control center has some information.
GIS	GIS and Maps available for all Governorates.
Ministry of Electricity & Water (MEW) Electricity Pole information/numbering	The Pole numbering (available electronically with the project team) will help in identifying locations, e.g. offences, accidents, and congestion, and can be used to identify the geographical areas and create link with the GIS.
PACI	The public web-based system provides road networks, buildings, civil ID number, address, population, best travel route, website link, and mobile phone link, using GIS and system called “Kuwait Finder” and link with Facebook and Twitter, iPhone, iPod, Android System. http://gis.paci.gov.kw .
Ambulance	<ul style="list-style-type: none"> • Electronic dispatch system. • Reports / paper on the location of various ambulance centers, and number of people transferred to hospitals. • No hospital data system.
Accident Investigation System	Limited paper work with no thorough system. Accident Investigation Technicians have some information.
Vehicles	Vehicle numbers and classification available for all Governorates.
International Border Crossing Stations	Paper work about the vehicles.

⁹ All information and system are within the Ministry of Interior (General Directorate of Traffic), the project beneficiary, responsibility, except the ambulance and PACI data.

Table 2. Consultancy Firm: Specialized Programs¹⁰

#	Subject	Q-ty	Remarks ¹¹
1.	Programs for Field / Control Centre / Mainframe / Other Systems / Interface for Traffic Data Collection and Analysis as required	1	With installation, testing, full operation, maintenance and training local staff
2.	Specialized GIS Programs (ESRI ArcGIS Desktop – Geo Event Processor or approved equivalent with Full Extension Modules)	5 licenses	With installation, testing, full operation, maintenance and training local staff
3.	Program for Collection and Analysis of Aerial Photographs (Satellite Images) 2000 square kilometers for urban areas only.	1	With installation, testing, full operation, maintenance and training local staff
4.	Satellite Image Processing software (Erdas or approved equivalent Imagine)	2 licenses	With installation, testing, full operation, maintenance and training local staff
5.	Specialized Program / Database for Assessment of Vehicle Emissions	2	With installation, testing, full operation, maintenance and training local staff
6.	Program for Traffic Accident Investigation and Reconstruction, and accident location	4	With installation, testing, full operation, maintenance and training local staff
7.	Programs for electronic link of the Traffic and GIS Information System of the Project, the Website, the Mobile, Data Collection Systems and Control Centers	1	With installation, testing, full operation, maintenance and training local staff
8.	Specialized Programs for Institutional Management, Correspondence, Publication, reports, statistical analysis, and Monitoring and Evaluation of the project HQ	4	With installation, testing, full operation, maintenance and training local staff
9.	Specialized Programs for Traffic Awareness and Community Education Programs	4	With installation, testing, full operation, maintenance and training local staff
10.	Vehicle Tracking / Location with high accuracy GPS system for Accident and Congestion locations, and traffic police patrol vehicles to complement the current traffic police operation center	1	With installation, testing, full operation, maintenance and training local staff

¹⁰ The delivery of all equipment and devices and software will be subject to the progress of the proposer in providing the required outputs.

¹¹ The Successful Proposer will be provided with name and place of beneficiary to install, test and maintain software needs. Also the Successful Proposer shall provide maintenance services during the period of contract and arrange training of trainers in order to train key staff on how to use programs.

Consultancy Firm: Equipment¹²

No	Subject	Quantity	Remarks
1	High Quality Driver Simulator including the State of Kuwait maps and other accessories.	1	
2	Large Screens (52" LED Monitors) and relevant accessories and requirements for traffic monitoring room of the project HQ.	5	
3	<p>Personal Computers (terminals) for data entry with all required accessories and software:</p> <p><i>Minimum technical specification</i></p> <ul style="list-style-type: none"> ○ 3rd generation Intel Core i7 2600 Processor (3.4GHz, 8M) ○ Genuine Windows 7 Professional 32-bit ○ 4GB PC3-8500 SDRAM (1 DIMM) ○ Integrated Graphics ○ Integrated Audio ○ 500GB 7200RPM HDD ○ DVDRW Optical Drive ○ Integrated Gigabit Ethernet ○ USB Full Size Keyboard English/Arabic ○ Enhanced Optical USB Mouse <p><i>Or Laptop with minimum technical specification:</i></p> <ul style="list-style-type: none"> ○ 3rd Generation Intel Core i7-3520M Processor (2.90GHz 1600MHz 4MB) ○ Genuine Windows 7 Professional 64 bit ○ 8GB PC3-8500 SDRAM (1 DIMM) ○ 500GB 7200RPM HDD ○ NVIDIA GeForce GT 5400M 2GB ○ Stereo speakers with Dolby® Advanced Audio™ v2 ○ DVDRW Optical Drive ○ Mini DP, VGA, 2 USB 3.0, USB 2.0, Always-on USB 2.0, Combo jack, 4-in-1 SD card reader, Express Card ○ USB Full Size Keyboard English/Arabic ○ Network Card Intel Centrino Advanced-N 6205 (2x2 AGN 300Mbps) ○ Bluetooth version 4.0 ○ 14.0" HD+ (1600 x 900) LED Backlit AntiGlare Display 	30	Minimum specification for laptops is given in case if the Proposer will consider laptops for terminals.
4	<p>Personal Computers (terminals) to display system outputs with all required accessories and software:</p> <p><i>Minimum technical specification</i></p> <ul style="list-style-type: none"> ○ 3rd generation Intel Core i7 2600 Processor (3.4GHz, 8M) ○ Genuine Windows 7 Professional 32-bit ○ 4GB PC3-8500 SDRAM (1 DIMM) ○ Integrated Graphics ○ Integrated Audio ○ 500GB 7200RPM HDD ○ DVDRW Optical Drive ○ Integrated Gigabit Ethernet ○ USB Full Size Keyboard English/Arabic 	30	Minimum specification for laptops is given in case if the Proposer will consider laptops for terminals.

¹² If the Proposers is able to provide required information with less number equipment this must be clearly described in technical proposal with appropriate methodology

	<ul style="list-style-type: none"> ○ Enhanced Optical USB Mouse <p><i>Or Laptop with minimum technical specification:</i></p> <ul style="list-style-type: none"> ○ 3rd Generation Intel Core i7-3520M Processor (2.90GHz 1600MHz 4MB) ○ Genuine Windows 7 Professional 64 bit ○ 8GB PC3-8500 SDRAM (1 DIMM) ○ 500GB 7200RPM HDD ○ NVIDIA GeForce GT 5400M 2GB ○ Stereo speakers with Dolby® Advanced Audio™ v2 ○ DVDRW Optical Drive ○ Mini DP, VGA, 2 USB 3.0, USB 2.0, Always-on USB 2.0, Combo jack, 4-in-1 SD card reader, Express Card ○ USB Full Size Keyboard English/Arabic ○ Network Card Intel Centrino Advanced-N 6205 (2x2 AGN 300Mbps) ○ Bluetooth version 4.0 ○ 14.0" HD+ (1600 x 900) LED Backlit AntiGlare Display 		
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Section 4: Proposal Submission Form¹³

[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]

¹³No 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 Form¹⁴

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 (3) years		
10a. Latest Credit Rating (if any)		
10b Brief description of litigation history during the last 5 years (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 type="checkbox"/> YES or <input type="checkbox"/> NO		
14. Attached are copies of original documents of: <input type="checkbox"/> All eligibility document requirements listed in the Data Sheet <input 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 type="checkbox"/> If case of Government corporation or Government-owned/controlled entity, documents establishing legal and financial autonomy and compliance with commercial law. <input checked="" type="checkbox"/> List of Shareholders and Other Entities Financially Interested in the Firm owning 5% or more of the stocks and other interests, or its equivalent 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 Proposer <input checked="" type="checkbox"/> Certificate of Registration of the business, including Articles of Incorporation, or equivalent document if Proposer is not a corporation. <input checked="" type="checkbox"/> Official Letter of Appointment as local representative, if Proposer is submitting a Proposal on behalf of an entity located outside the country <input checked="" type="checkbox"/> Letters of authorization from Manufacturer/s to distribute goods to destination or act as Agent on behalf of the Manufacturer/s, for main equipment/items, including any off-the-shelf software components integrated in the Proposal. <input checked="" type="checkbox"/> Warranty: Confirmation on compliance with Warranty requirements (refer to Sections on Terms of Reference, General Conditions) and provision of warranty procedures for carrying out replacements/repairs in the country of use.		

¹⁴The 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)¹⁵

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		
10a. Latest Credit Rating (if any)		
10b. 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.		

¹⁵The 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 INSERT TITLE OF THE SERVICES

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						
<p><i>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.</i></p> <p>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.</p> <p>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.</p> <p>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.</p>						
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
<p><i>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.</i></p> <p>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.</p> <p>2.2. Technical Quality Assurance Review Mechanisms: The methodology shall also include details of the Proposer's internal technical and quality assurance review mechanisms.</p> <p>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.</p> <p>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.</p> <p>2.5. Risks / Mitigation Measures: Please describe the potential risks for the implementation of this project that may</p>

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>		
Referencesno.1 (minimum of 3):	<i>Name</i> <i>Designation</i> <i>Organization</i> <i>Contact Information – Address; Phone; Email; etc.</i>	
Reference no.2	<i>Name</i> <i>Designation</i> <i>Organization</i> <i>Contact Information – Address; Phone; Email; etc.</i>	
Reference no.3	<i>Name</i> <i>Designation</i> <i>Organization</i> <i>Contact Information – Address; Phone; Email; etc.</i>	
Declaration: 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.		
_____ Signature of the Nominated Team Leader/Member		_____ Date Signed

Section 7: Financial Proposal Form

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 price 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 purchase and lease option.

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.

The Proposers should consider the following information in their financial proposal:

- a) The price should be fully inclusive of all costs (overheads, profit, staff cost, equipment cost, accommodation, transportation cost, etc.) to be incurred in the provision of the scope of services required as detailed in Section 3, Terms of Reference of this RFP.
- b) All listed equipment that the proposer is required to supply as part of the project should be listed and priced separately and should include all cost necessary to procure, deliver, install, test & maintain for a minimum period of 12 months. The list of equipment shall correspond to the equipment included in Annex 2 to this RFP.
- c) Equipment and software indicated in this document can be replaced with equivalent or better and prior approved alternatives. The equipment and software should be compatible with existing systems within MOI and relevant Government agencies at the moment and with what is required for future phases and best practices and cutting edge technology from around the world.
- d) The Proposer should include a Man-Month schedule for all staff that will be involved on the project. The schedule should clearly indicate Salary, Overhead and Profit. This schedule could also be used for any additional work that might be required and that is not forming part of the scope of work

Summary of price components

#	Subject	All Inclusive Price (in US\$)
A	Price of equipment and software	
B	Price for Service Deliverables	
C	Maintenance and Upgrading	

A. Price of Equipment and Software

SN	Subject	Q-ty	Unit Price (in US\$)	All Inclusive Price ¹⁶ (in US\$)
1	Programs for Field / Control Centre / Mainframe / Other Systems / Interface for Traffic Data Collection and Analysis as required	1		

¹⁶ All inclusive price means price with delivery to Kuwait, installation, testing, maintenance during the contract period and one time training course to the key staff to be determined during installation period.

2	Specialized GIS Programs (ESRI ArcGIS Desktop – Geo Event Processor or approved equivalent with Full Extension Modules)	5 licenses		
3	Program for Collection and Analysis of Aerial Photographs (Satellite Images) 2000 square kilometers for urban areas only.	1		
4	Satellite Image Processing software (Erdas or approved equivalent Imagine)	2 licenses		
5	Specialized Program / Database for Assessment of Vehicle Emissions	2		
6	Program for Traffic Accident Investigation and Reconstruction, and accident location	4		
7	Programs for electronic link of the Traffic and GIS Information System of the Project, the Website, the Mobile, Data Collection Systems and Control Centers	1		
8	Specialized Programs for Institutional Management, Correspondence, Publication, reports, statistical analysis, and Monitoring and Evaluation of the project HQ	4		
9	Specialized Programs for Traffic Awareness and Community Education Programs	4		
10	Vehicle Tracking / Location with high accuracy GPS system for Accident and Congestion locations, and traffic police patrol vehicles to complement the current traffic police operation center	1		
11	High Quality Driver Simulator including the State of Kuwait maps and other accessories.	1		
12	Large Screens (52" LED Monitors) and relevant accessories and requirements for traffic monitoring room of the project HQ.	5		
13	<p>Personal Computers (terminals) for data entry with all required accessories and software:</p> <p><i>Minimum technical specification</i></p> <ul style="list-style-type: none"> ○ 3rd generation Intel Core i7 2600 Processor (3.4GHz, 8M) ○ Genuine Windows 7 Professional 32-bit ○ 4GB PC3-8500 SDRAM (1 DIMM) ○ Integrated Graphics ○ Integrated Audio ○ 500GB 7200RPM HDD ○ DVDRW Optical Drive ○ Integrated Gigabit Ethernet ○ USB Full Size Keyboard English/Arabic ○ Enhanced Optical USB Mouse <p><i>Or Laptop with minimum technical specification:</i></p> <ul style="list-style-type: none"> ○ 3rd Generation Intel Core i7-3520M Processor (2.90GHz 1600MHz 4MB) ○ Genuine Windows 7 Professional 64 bit ○ 8GB PC3-8500 SDRAM (1 DIMM) ○ 500GB 7200RPM HDD ○ NVIDIA GeForce GT 5400M 2GB ○ Stereo speakers with Dolby® Advanced Audio™ v2 ○ DVDRW Optical Drive ○ Mini DP, VGA, 2 USB 3.0, USB 2.0, Always-on USB 2.0, Combo jack, 4-in-1 SD card reader, Express 	30		

	<ul style="list-style-type: none"> Card USB Full Size Keyboard English/Arabic Network Card Intel Centrino Advanced-N 6205 (2x2 AGN 300Mbps) Bluetooth version 4.0 14.0" HD+ (1600 x 900) LED Backlit AntiGlare Display 			
14	<p>Personal Computers (terminals) to display system outputs with all required accessories and software:</p> <p><i>Minimum technical specification</i></p> <ul style="list-style-type: none"> 3rd generation Intel Core i7 2600 Processor (3.4GHz, 8M) Genuine Windows 7 Professional 32-bit 4GB PC3-8500 SDRAM (1 DIMM) Integrated Graphics Integrated Audio 500GB 7200RPM HDD DVDRW Optical Drive Integrated Gigabit Ethernet USB Full Size Keyboard English/Arabic Enhanced Optical USB Mouse <p><i>Or Laptop with minimum technical specification:</i></p> <ul style="list-style-type: none"> 3rd Generation Intel Core i7-3520M Processor (2.90GHz 1600MHz 4MB) Genuine Windows 7 Professional 64 bit 8GB PC3-8500 SDRAM (1 DIMM) 500GB 7200RPM HDD NVIDIA GeForce GT 5400M 2GB Stereo speakers with Dolby® Advanced Audio™ v2 DVDRW Optical Drive Mini DP, VGA, 2 USB 3.0, USB 2.0, Always-on USB 2.0, Combo jack, 4-in-1 SD card reader, Express Card USB Full Size Keyboard English/Arabic Network Card Intel Centrino Advanced-N 6205 (2x2 AGN 300Mbps) Bluetooth version 4.0 14.0" HD+ (1600 x 900) LED Backlit AntiGlare Display 	30		
Total A:				

B. Price for Service Deliverables

#	Output	Percentage for payment under sub-outputs	Price (All Inclusive, in US\$)
1	Development of Integrated Data Management System	100%	
1.1	Methodology and relevant data forms are developed and submitted for the approval to UNDP of the conceptual design of the Integrated Data Management System and approved	25%	
1.2	A procedures for data collection for various sources are provided and presentation of a draft System is conducted	25%	
1.3	Presentation of the semi-final IDMS System including stake holders feedbacks	25%	

1.4	The final proposal of the IDMS is submitted for approval and approved	25%	
2	Development of National Traffic Engineering and Enforcement System	100%	
2.1	The conceptual design including interface of all modules with IDMS and other requirements is submitted for approval to UNDP and approved	30%	
2.2	Presentation of the semi-final outputs including stake holder feedbacks	30%	
2.3	Final National Traffic Engineering and Enforcement System is developed	40%	
3	Development of National Road Safety and Black Spot System	100%	
3.1	The conceptual design including the protocol, procedures system, and interface with IDMS and other requirements is developed, submitted for approval to UNDP and approved	35%	
3.2	Presentation of the semi-final System including stake holders feedbacks	35%	
3.3	National Road Safety and Black Spot System is developed	30%	
4	Development of National Traffic Centres of Excellence	100%	
4.1	The conceptual design is developed submitted for approval to UNDP and approved	50%	
4.2	Development of the final outputs of the National Traffic Centers of Excellence	50%	
5	Development of National Traffic Awareness Campaign	100%	
5.1	The conceptual plan is developed and submitted for approval to UNDP and approved	50%	
5.2	Final requirements of the final National Traffic Awareness Campaign is developed	50%	
6	Development of Monitoring and Evaluation System	100%	
6.1	The conceptual plan is developed and submitted for approval to UNDP and approved	50%	
6.2	Final requirements of the Monitoring and Evaluation System if developed	50%	
		Total B:	

C. Price for Maintenance and Upgrading

SN	Outputs	Price (All Inclusive, in US\$)
1	Continuation of data collection	
2	Maintenance and upgrading the system	
3	Trainings, awareness campaign	
		Total C:

D. Price Breakdown by Component:

This price breakdown shall be used for assessment purposes only while the contract will be governed by prices indicated in A, B and C tables.

The Proposers are requested to provide the price breakdown for the above given prices for each deliverable based on the following format. UNDP shall use the price breakdown for 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.

Description of Activity	Remuneration per Unit of Time (e.g., day, month, etc.)	Total Period of Engagement	No. of Personnel	Total All Inclusive Rate for the Period
I. Personnel Services				
Task 1:				
a. Project Team Leader/Transport and Traffic Specialist				
b. Assistant Project Team Leader				
c. IT and Web Design Specialist				
d. Expert in transport planning/modeling and traffic management				
e. Expert in ITS				
f. Expert in road safety and black spot				
g. Expert in Traffic Police Operation				
h. Expert in road accident investigation				
i. Expert in traffic awareness				
j. Expert in socioeconomic cost of traffic problems				
k. Expert in the monitoring and evaluation and administration				
l. Expert in the development of National Traffic Centre's of Excellence				
m. Expert in Transport Demand Management				
n. Experts in the training on the new systems and software				
o. Expert in Vehicle Emissions				
p. Expert in Enhancement of Institutional Management Capacity				
q. Technical Staff for field and other data collection				
r. GIS System Developer				
s. Expert in Parking				
t. Expert in Statistics				
Task 2:				
a. Project Team Leader/Transport and Traffic Specialist				
b. Assistant Project Team Leader				
c. IT and Web Design Specialist				
d. Expert in transport planning/modeling and traffic management				
e. Expert in ITS				
f. Expert in road safety and black spot				

g. Expert in Traffic Police Operation				
h. Expert in road accident investigation				
i. Expert in traffic awareness				
j. Expert in socioeconomic cost of traffic problems				
k. Expert in the monitoring and evaluation and administration				
l. Expert in the development of National Traffic Centre's of Excellence				
m. Expert in Transport Demand Management				
n. Experts in the training on the new systems and software				
o. Expert in Vehicle Emissions				
p. Expert in Enhancement of Institutional Management Capacity				
q. Technical Staff for field and other data collection				
r. GIS System Developer				
s. Expert in Parking				
t. Expert in Statistics				
Task 3:				
a. Project Team Leader/Transport and Traffic Specialist				
b. Assistant Project Team Leader				
c. IT and Web Design Specialist				
d. Expert in transport planning/modeling and traffic management				
e. Expert in ITS				
f. Expert in road safety and black spot				
g. Expert in Traffic Police Operation				
h. Expert in road accident investigation				
i. Expert in traffic awareness				
j. Expert in socioeconomic cost of traffic problems				
k. Expert in the monitoring and evaluation and administration				
l. Expert in the development of National Traffic Centre's of Excellence				
m. Expert in Transport Demand Management				
n. Experts in the training on the new systems and software				
o. Expert in Vehicle Emissions				

p. Expert in Enhancement of Institutional Management Capacity				
q. Technical Staff for field and other data collection				
r. GIS System Developer				
s. Expert in Parking				
t. Expert in Statistics				
Task 4:				
a. Project Team Leader/Transport and Traffic Specialist				
b. Assistant Project Team Leader				
c. IT and Web Design Specialist				
d. Expert in transport planning/modeling and traffic management				
e. Expert in ITS				
f. Expert in road safety and black spot				
g. Expert in Traffic Police Operation				
h. Expert in road accident investigation				
i. Expert in traffic awareness				
j. Expert in socioeconomic cost of traffic problems				
k. Expert in the monitoring and evaluation and administration				
l. Expert in the development of National Traffic Centre's of Excellence				
m. Expert in Transport Demand Management				
n. Experts in the training on the new systems and software				
o. Expert in Vehicle Emissions				
p. Expert in Enhancement of Institutional Management Capacity				
q. Technical Staff for field and other data collection				
r. GIS System Developer				
s. Expert in Parking				
t. Expert in Statistics				
Task 5:				
a. Project Team Leader/Transport and Traffic Specialist				
b. Assistant Project Team Leader				
c. IT and Web Design Specialist				
d. Expert in transport planning/modeling and traffic management				

e. Expert in ITS				
f. Expert in road safety and black spot				
g. Expert in Traffic Police Operation				
h. Expert in road accident investigation				
i. Expert in traffic awareness				
j. Expert in socioeconomic cost of traffic problems				
k. Expert in the monitoring and evaluation and administration				
l. Expert in the development of National Traffic Centre's of Excellence				
m. Expert in Transport Demand Management				
n. Experts in the training on the new systems and software				
o. Expert in Vehicle Emissions				
p. Expert in Enhancement of Institutional Management Capacity				
q. Technical Staff for field and other data collection				
r. GIS System Developer				
s. Expert in Parking				
t. Expert in Statistics				
Task 6:				
a. Project Team Leader/Transport and Traffic Specialist				
b. Assistant Project Team Leader				
c. IT and Web Design Specialist				
d. Expert in transport planning/modeling and traffic management				
e. Expert in ITS				
f. Expert in road safety and black spot				
g. Expert in Traffic Police Operation				
h. Expert in road accident investigation				
i. Expert in traffic awareness				
j. Expert in socioeconomic cost of traffic problems				
k. Expert in the monitoring and evaluation and administration				
l. Expert in the development of National Traffic Centre's of Excellence				
m. Expert in Transport Demand Management				

n. Experts in the training on the new systems and software				
o. Expert in Vehicle Emissions				
p. Expert in Enhancement of Institutional Management Capacity				
q. Technical Staff for field and other data collection				
r. GIS System Developer				
s. Expert in Parking				
t. Expert in Statistics				
II. Out of Pocket Expenses				
1. Travel Costs				
2. Daily Allowance				
3. Communications				
4. Reproduction				
5. Equipment Lease				
6. Others				
III. Other Related Costs				

SIGNATURE AND SEAL OF THE PROPOSER

Section 8: FORM FOR PROPOSAL SECURITY

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

To: UNDP
[Insert contact information as provided in Data Sheet]

WHEREAS [name and address of Contractor](hereinafter called “the Proposer”) has submitted a Proposal to UNDP dated [Click here to enter a date.](#), to execute Services (hereinafter called “the Proposal”):

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

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

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

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

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

SIGNATURE AND SEAL OF THE GUARANTOR BANK

Date

Name of Bank

Address

Section 9: FORM FOR PERFORMANCE SECURITY¹⁷

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

To: UNDP
[Insert contact information as provided in Data Sheet]

WHEREAS [*name and address of Contractor*](hereinafter called “the Contractor”) has undertaken, in pursuance of Contract No. [Click here to enter text](#).dated [Click here to enter a date](#). , to execute Services (hereinafter called “the Contract”):

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract:

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee:

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

This guarantee shall be valid until a date 30 days from the date of issue by UNDP of a certificate of satisfactory performance and full completion of services by the Contractor.

SIGNATURE AND SEAL OF THE GUARANTOR BANK

Date

Name of Bank

Address

¹⁷If the RFP requires the submission of a Performance Security, which shall be made a condition to the signing and effectivity of the contract, the Performance Security that the Proposer’s Bank will issue shall use the contents of this template

Section 10: 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:

NameSpecializationNationalityPeriod 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.

OPTION 2 (COST REIMBURSEMENT)

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 price not to exceed _____ **[INSERT CURRENCY & AMOUNT IN FIGURES AND WORDS]**.
- 3.2 The amount contained in 3.1 above is the maximum total amount of reimbursable costs under this Contract. The Breakdown of Costs in Annex _____ **[INSERT ANNEX NUMBER]** contains the maximum amounts per cost category that are reimbursable under this Contract. The Contractor shall reflect in his invoices the amount of the actual reimbursable costs incurred in the performance of the Services.
- 3.3 The Contractor shall not do any work, provide any equipment, materials and supplies, or perform any other services which may result in any costs in excess of the amount under 3.1 or of any of the amounts specified in the Breakdown of Costs for each cost category without the prior written agreement of _____ **[NAME and TITLE]**, UNDP.
- 3.4 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.
- 3.5 The Contractor shall submit invoices for the work done every _____ **[INSERT PERIOD OF TIME OR MILESTONES]**.

OR

- 3.5. The Contractor shall submit an invoice for _____ **[INSERT AMOUNT AND CURRENCY OF THE ADVANCE PAYMENT IN FIGURES & WORDS]** upon signature of this Contract by both parties and invoices for the work done every _____ **[INSERT PERIOD OF TIME OR MILESTONES]**.
- 3.6 Progress and final payments shall be effected by UNDP to the Contractor after acceptance of the invoices submitted by the Contractor to the address specified in 9.1 below, together with whatever supporting documentation of the actual costs incurred is required in the Breakdown of Costs or may be required by UNDP. Such payments shall be subject to any specific conditions for reimbursement contained in the Breakdown of Costs.
- ### 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.
- 4.2 The advance payment to be made upon signature of the contract by both parties is contingent upon receipt and acceptance by UNDP of a bank guarantee for the full amount of the advance payment issued by a Bank and in a form acceptable to UNDP.
- 4.3 The amounts of the payments referred to under section 3.6 above shall be subject to a deduction of _____ **[INSERT PERCENTAGE THAT THE ADVANCE REPRESENTS OVER THE TOTAL PRICE OF THE CONTRACT]** % (... percent) of the amount accepted for payment until the cumulative amount of the deductions so effected shall equal the amount of the advance payment.
- 4.4 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.
