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REQUEST FOR PROPOSAL (RFP)

National Open Bidding	DATE: 16-June-2021
	REFERENCE: RFP-059-IND-2021

Dear Sir / Madam:

We kindly request to submit your proposal to develop an **“Conduct a Green Economy Learning Assessment (GELA) and develop an Action Plan to integrate Inclusive Green Economy (IGE) principles with Sustainable Development Goals (SDGs) in the states of Madhya Pradesh and Uttarakhand”**.

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

- Annexure 1 – Description of Requirements
- Annexure 2 – Terms of Reference
- Annexure 3 – Form for submitting service provider’s Technical proposal
- Annexure 4 – Form for submitting service provider’s Financial proposal
- Annexure 5 – General Terms and Conditions of the Contract

Proposals may be submitted on or before the deadline indicated by UNDP in the e-tendering system. Proposals must be submitted in the online e-tendering system in the following link: <https://etendering.partneragencies.org> using your username and password. If you have not registered in the system before, you can register now by logging in using:

Username: event.guest

Password: why2change

and follow the registration steps as specified in the system user guide.

Your Proposal must be expressed in English language, and valid for a minimum period of One Hundred and Twenty (120) days.

You are kindly requested to indicate whether your company intends to submit a Proposal by clicking on **“Accept Invitation”**.

In the course of preparing and submitting your Proposal, it shall remain your responsibility to ensure that it submitted into the system by the deadline. The system will automatically block and not accept any bid after the deadline. Kindly ensure that supporting documents required are signed and in the .pdf format, and free from any virus or corrupted files.

The Financial Proposal and the Technical Proposal files MUST BE COMPLETELY SEPARATE and uploaded separately in the system and clearly named as either **“TECHNICAL PROPOSAL”** or **“FINANCIAL PROPOSAL”**, as appropriate. Each document shall include the Proposer’s name and address. The file with the “FINANCIAL PROPOSAL” must be encrypted with a password so that it cannot be opened nor viewed until the Proposal has been found to pass the technical evaluation stage. Once a Proposal has been found to be responsive by passing the technical evaluation stage, UNDP shall request the Proposer to

submit the password to open the Financial Proposal. The Proposer shall assume the responsibility for not encrypting the financial proposal.

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

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

No price variation due to escalation, inflation, fluctuation in exchange rates, or any other market factors shall be accepted by UNDP after it has received the Proposal. At the time of Award of Contract or Purchase Order, UNDP reserves the right to vary (increase or decrease) the quantity of services and/or goods, by up to a maximum twenty-five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.

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

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

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

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

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

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

Thank you and we look forward to receiving your Proposal.

Yours sincerely,

Prabhakar Singh
Procurement Unit

Description of Requirements

Context of the Requirement	<p>A year after it was discussed at the United Nations Conference on Sustainable Development in 2012, the Partnership for Action on Green Economy (PAGE) was launched in 2013 to help countries reconcile their environmental and economic goals. India formally joined PAGE in 2018, to reiterate its ambition to incorporate concepts of sustainability and social inclusion in its national and sub-national development strategy. In India, UNDP and UNITAR have come together to support state governments to mainstream and integrate inclusive green economy (IGE) in their strategy for achieving sustainable development goals (SDGs).</p> <p>This workplan focuses on two States of Uttarakhand and Madhya Pradesh, where this initiative will mainstream and integrate IGE within two SDGs – namely SDG 11: Sustainable Cities and Communities; and SDG 13: Climate Actions. Additionally, agendas for SDG 8: Decent Work and Economic Growth and SDG 12: Responsible Consumption and Production will also be benefit.</p> <p>The aim is to develop and strengthen capacities within the state to enable IGE based goals and targets into SDG-aligned economic and development planning through multi-stakeholder collaboration.</p>
Implementing Partner of UNDP	Direct implementation by UNDP
Brief Description of the Required Services	<p>The key objective of this assignment is to identify capacity gaps and training needs of the nodal institutions (and other key stakeholders) in integrating IGE principles into actions plans for SDG implementation in two target States: Madhya Pradesh and Uttarakhand.</p> <p>Specifically, conduct detailed stakeholder analysis and capacity assessments in close coordination with UNITAR and UNDP.</p> <p>Please refer ToR for further details</p>
List and Description of Expected Outputs to be Delivered	<ol style="list-style-type: none"> Output 1 - Inception Report <ul style="list-style-type: none"> Work plan with deliverables and corresponding timelines Detailed methodology Output 2 - Situation Analysis Report <ul style="list-style-type: none"> Detailed assessment of relevant departments and functionaries at state and district levels and analysis of stakeholder interviews from Madhya Pradesh and Uttarakhand Baseline assessment including capacities of officials in concerned departments and opportunities for entry in policies and programmes. Output 3 - Capacity Assessment Report and Draft Action Plan <ul style="list-style-type: none"> Assessment of gaps in terms of both institutional and human resource Draft Action Plan, with recommendations Output 4 - Final Action Plan <ul style="list-style-type: none"> Capacity development plan, with training needs and strategy for capacity building and capacity strengthening.

	<ul style="list-style-type: none"> Final action plan, with recommendations based on the findings including opportunities for strengthening the delivery of SDG-aligned economic development planning and implementation. <p>Please refer ToR for further details</p>
Person to Supervise the Work/Performance of the Service Provider	National Project Manager, UNDP
Frequency of Reporting	As per deliverables
Progress Reporting Requirements	Electronic Reports
Location of work	Madhya Pradesh and Uttarakhand
Expected duration of work	4 months
Target start date	1 st July 2021
Latest completion date	31 st October 2021
Travels Expected	As per requirement of ToR
Special Security Requirements	<input checked="" type="checkbox"/> Others [Not Applicable]
Facilities to be Provided by UNDP (i.e., must be excluded from Price Proposal)	<input checked="" type="checkbox"/> Others [Not Applicable]
Implementation Schedule indicating breakdown and timing of activities/sub-activities	<input checked="" type="checkbox"/> Required
Names and curriculum vitae of individuals who will be involved in completing the services	<input checked="" type="checkbox"/> Required
Currency of Proposal	<input checked="" type="checkbox"/> Indian Rupees (INR)
Value Added Tax on Price Proposal	<input checked="" type="checkbox"/> must be exclusive of VAT and other applicable indirect taxes
Validity Period of Proposals (Counting for the last day of submission of quotes)	<input checked="" type="checkbox"/> 90 days In exceptional circumstances, UNDP may request the Proposer to extend the validity of the Proposal beyond what has been initially indicated in this RFP. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Proposal.
Partial Quotes	<input checked="" type="checkbox"/> Not permitted

Payment Terms	Outputs	Percentage	Conditions for making payments
	1. On submission of the Inception Report	20%	Within thirty (15) days from the date of meeting the following conditions: 1. UNDP’s written acceptance (i.e., not mere receipt) of the quality of the outputs; and 2. Receipt of invoice from the Service Provider.
	2. On submission of Situation Analysis Report	30%	
	3. On submission of Draft Capacity Assessment Report and Action Plan	30%	
	4. On submission of Final Action Plan	20%	
Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment	National Project Manager, UNDP		
Type of Contract to be Signed	<input checked="" type="checkbox"/> Contract for Professional Services		
Criteria for Contract Award	<input checked="" type="checkbox"/> Compliance on Preliminary Examination of Proposals <input checked="" type="checkbox"/> Compliance on Essential Eligibility/Qualification requirements <input checked="" type="checkbox"/> Highest Combined Score (based on the 70% technical offer and 30% price weight distribution). Minimum score to pass in technical evaluation is 70%. <input checked="" type="checkbox"/> Full acceptance of the UNDP Contract General Terms and Conditions (GTC). This is a mandatory criteria and cannot be deleted regardless of the nature of services required. Non acceptance of the GTC may be grounds for the rejection of the Proposal.		
Criteria for Preliminary Examination of Proposals	1. Technical proposal is submitted separately from Financial Proposal 2. Financial proposal must be password protected 3. Latest Certificate of Registration of Business submitted 4. Is the Offeror, or any of its joint venture member, included in UN Security Council 1267 List and List of Suspended and Removed Vendors		
Criteria for Essential Eligibility/Qualification	1. The agency must have a minimum 5 years of proven national/ international level experience and expertise on issues related to environment, climate change and sustainable urban development. 2. Experience in conducting organizational/institutional capacity assessments – the agency should have completed at least two assignments on capacity assessment and preparation of a capacity development strategy/plan during the last 5 years 3. Hands on experience on working with the State Governments on Environment & climate change issues (at least two State Governments); and planning processes at the national and state level. Note: 1. If bidders do not meet any of the above listed criteria, their proposals will not be considered for further evaluation.		

	2. Bidders meeting above listed criteria are required to submit evidences (details / documents) in support – otherwise proposal may be disqualified.
Criteria for the Assessment of Proposal	<p><u>Technical Proposal (70%)</u></p> <p><input checked="" type="checkbox"/> Expertise and experience of the organization in conducting organizational/institutional capacity assessments processes and development of action plans for strengthening capacities of State level institutions (30 marks)</p> <p><input checked="" type="checkbox"/> Methodology, its Appropriateness to the Condition and Timeliness of the Implementation Plan (20 marks)</p> <p><input checked="" type="checkbox"/> Qualification and experience of Team Leader in designing capacity development programs for mainstreaming climate change and/or sustainable urban development (10 marks)</p> <p><input checked="" type="checkbox"/> Qualification and experience of Key Team Members in designing capacity development programs for mainstreaming climate change and sustainable urban development (10 marks)</p> <p><u>Financial Proposal (30%)</u></p> <p>To be computed as a ratio of the proposal's offer to the lowest price among the proposals received by UNDP</p>
UNDP will award the contract to:	<input checked="" type="checkbox"/> One Service Provider
Deadline of Bid Submission	<p>Date and Time: As specified in the system (note that time zone indicated in the system is New York Time zone).</p> <p><u>PLEASE NOTE: -</u></p> <ol style="list-style-type: none"> 1. Date and time visible on the main screen of event (on e-tendering portal) will be final and prevail over any other closing time indicated elsewhere, in case they are different. Please also note that the bid closing time shown in the PDF file generated by the system is not accurate due to a technical glitch that we will resolve soon. The correct bid closing time is as indicated in the e-tendering portal and system will not accept any bid after that time. It is the responsibility of the bidder to make sure bids are submitted within this deadline. UNDP will not accept any bid that is not submitted directly in the system. 2. Try to submit your bid a day prior or well before the closing time. Do not wait until last minute. If you face any issue submitting your bid at the last minute, UNDP may not be able to assist.

Conditions and Procedures for electronic submission and opening, if allowed	<p>☒ One file, containing Technical proposal (including CVs, registration certificate and all supporting documents).</p> <p>☒ One file, containing Financial Proposal (password encrypted). Password <u>must</u> not be provided to UNDP until it is formally requested by UNDP focal point</p> <p>Note: We prefer submitting pdf version of files. If one file is too bulky, may split into 4-5 files.</p>
Contact Person for Inquiries (Written inquiries only)	<p>Prabhakar Singh, Procurement Unit prabhakar.singh@undp.org</p> <p>Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers.</p>
Who can apply	<p>Proposals are invited from the institutions/organizations only. Proposal submitted by Individuals will not be accepted.</p>

Terms of Reference

Assessment of capacities at Sub-national level to integrate Inclusive Green Economy (IGE) principles in operationalization of select Sustainable Development Goals (SDGs) in the states of Madhya Pradesh and Uttarakhand

1. Background & Context

In the last few decades, India has witnessed tremendous economic growth and development. Unfortunately, this development has been extremely unequitable and concentrated in its densely populated urban sprawls. The impacts of climate change have further strained the divide, since the poor are disadvantaged in their ability to adapt and/or mitigate and hence more vulnerable. Despite the challenge, India is committed to enabling an inclusive and equitable development as iterated in its commitment to the **Sustainable Development Goals (SDGs) 2030**.

In India, the designing, executing, and monitoring of development policies and interventions are carried out at State level. The State Governments, therefore, are key drivers of the SDGs and are supported by NITI Aayog and other Central Government Ministries in their activities to achieve SDG goals. UNDP has been assisting Governments at national and sub-national levels to initiate policies, programmes and activities in line with the objectives of SDGs, while also monitoring their integration and progress. However, there are challenges at Sub-national levels on monitoring and tracking these indicators in their regular development programs and activities and ultimately to improve their performance on SDGs indicators.

The Partnership for Action on Green Economy (PAGE) was launched in 2013, to help countries mainstream and integrate principles of inclusive green economy (IGE) in development related planning and policy making, ensuring progress on agenda of SDGs (8, 11, 12 13). PAGE supports countries in building economies that improve human well-being and social equity, while significantly reducing environmental risks and ecological scarcities.

In India, the PAGE Workplan entails supporting initiatives to mobilize change for an inclusive, green transformation of specific sectors to deliver evidence-based policy and capacity building on circularity, resource efficiency and inclusive green economy principles.

As noted earlier, there are challenges at the State level towards localizing the SDG agenda – mainly on the institutional and human resource capacities, and UNDP is supporting the State Governments on realizing the Sustainable Development Goals.

To address these lacunae, there is a need for assessing (and strengthening) the capacities of States/Departments on inclusion of SDG principles in their respective programmes and activities, monitor and report them. This PAGE India workstream aims at strengthening the institutions and capacities of Government Officials in specific sectoral departments at the State level to mainstream Inclusive Green Economy (IGE) principles in process and approaches of localizing SDGs at the State level.

The aim of the assessment is to lay the foundation for the green economy learning/training or capacity building exercises. Building such capacity will be crucial to foster IGE integration while also accelerating the agenda within the SDGs and transforming sub-national development plans in line with the 2030 agenda of sustainability and social inclusion.

2. Scope of Work

As part of the PAGE India Workplan, United Nations Development Programme (UNDP) and United Nations Institute for Training and Research (UNITAR) have come together with an overall objective of supporting Governments at sub-national level on mainstreaming Inclusive Green Economy (IGE) principles in process and approaches of localizing SDGs at the State level. The focus of this initiative is integration of IGE principles into state level economic planning, with a specific focus on key SDGs (SDG 8 – Decent Work and Economic Growth, SDG 11 – Sustainable Cities and Communities, SDG 12- Responsible Consumption and Production and SDG 13 – Climate Action), in two States – Madhya Pradesh and Uttarakhand.

The key objective of this assignment is to identify opportunities to strengthen and scale green economy learning at the sub-national level, including identification of capacity gaps and training needs of nodal institutions and other stakeholders towards integrating IGE principles in development planning

The Green Economy Learning Assessment (GELA) framework, developed by UNITAR and already used in several other countries, will be utilized for the study in India as well. It is envisaged that using the GELA assessment framework (See Annexure 1 for a brief overview of the Framework), the study will systematically identify priorities for strengthening capacities at sub-national level for advancing an inclusive green economy. The framework presents a systematic approach to assess green economy learning capacities and includes the following steps:

a) Work with Lead/Nodal Agency to identify Task Team

The lead agencies in the two States would be (i) Environmental Planning and Coordination Office (EPCO), Department of Environment, Madhya Pradesh and (ii) Directorate of Environment Protection and Climate Change, Govt of Uttarakhand. These lead agencies will be responsible for promoting green economy principles and capacity building in their respective States. The task team to be identified will include representation from interested Government agencies; education and training institutions; non-governmental organizations, business associations and trade unions involved in green economy education and training. The lead agency and the task team will initiate programme activities, identify responsible activity partners, course-correct the progress, provide feedback on specific objectives, terms of reference and draft report on the assessment and put in motion recommendations coming out of the assessment.

b) Select a Service Provider

The service provider will be chosen based on a host of factors including but not limited to, in-depth knowledge on national milieu; proven experience with green economy and education; staff with required know-how; and on the cost and time effectiveness of the proposal. The selected entity will conduct the assessment. Once selected UNITAR will provide the entity a detailed orientation on GELA based on experience arising from other PAGE countries.

c) Assessment of Learning Priorities for Advancing an Inclusive Green Economy (Situational Report). The selected Service Provider will perform the following tasks in close coordination with UNDP/UNITAR and the national counterparts:

Aim

Methodology

1 To ensure ownership and participation of the Government counterparts (State Nodal Agencies) in the design of the work plan

Consult the work plan of the GEL Assessment with the State Nodal Agencies and other relevant Departments

2 Review existing State level policies and programmes, and refine list of competencies to be covered by the Green Economy Learning Assessment	Review and identify relevant national, as well as the two States level programmes and policies of green economy through desk research, and to refer closely to the PAGE Stocktaking Report prioritization and recommendations
3 Define competency framework for each of the selected focus/thematic areas of the Green Economy Learning Assessment	Identify the desired competencies which the policy makers and developers need to have for the purpose of advancing green economy in the selected focus of areas of the assessment. A number of methodologies can be used including desktop research of publications and reports from renown sources, best practices from other PAGE countries, and consultation with key and resource actors from PAGE agencies, relevant development agencies (ILO, UNIDO, SWITCH-Asia, GIZ, GGGI). For further reference of the use of methodology: PAGE Guidance Note on Learning For An Inclusive Green Economy (PAGE Guidance Note IGE Learning 2016)
4 Identify target audience and devise a data collection strategy for each of the selected focus areas of the assessment	<p>In consultation with the State Nodal Agencies, UNDP, and PAGE Agencies:</p> <ul style="list-style-type: none"> - develop a list of key multi-stakeholders to collect information on current capacities - propose strategy both for primary and secondary data collection for each selected focus area/sector and group - validate surveys, case studies, semi-structured interviews and questionnaires before implementation
5 Collect data and insights from key stakeholders that are involved in Green Economy policy-making and implementation	<ul style="list-style-type: none"> - Implement the agreed upon data collection strategy and recording in a systematic manner - Summarize the interviews with each relevant key stakeholder - Summaries to be recorded and made available
6 Identify learning priorities and gaps in Green Economy Learning	<ul style="list-style-type: none"> - Collect qualitative and quantitative data from the research - Compare the findings on competencies stakeholders with the competency framework for each selected focus/thematic area - Identify the learning gaps and priorities in each area - Summarize the analysis of the research.

UNITAR will make available example survey templates and other materials drawn from PAGE experience in other countries.

d) Assessment of sub-national institutional capacities for delivering Green Economy Learning

Aim

Methodology

1 Identification of existing programmes and support initiatives

Reviews and desk research

2 Identification of national and State institutions engaged and potentially interested in providing green economy services

- Develop a list of national and State level institutions, in particular of the two States, Madhya Pradesh and Uttarakhand.

- Discuss the list with national/State counterparts, task team and UNITAR

- Take into account all existing assessment and database assessment

3 Develop profiles for interested and relevant learning centres and institutions

- Conduct Qualitative research by contacting national and States learning institutions/centres

- Complete institutional profiles of the identified learning institutes/centres

4 Analyze challenges and opportunities for scaling up Green Economy Learning through national and local institutions

- Analysis of research results

- Organize focus group discussion /stakeholders consultations with representatives from selected institutions

- Formulate recommendations

e) Analyze Assessment Results (Final Action Plan)

The service provider will explore actions to strengthen and scale green economy learning in the country, including recommendations for building capacity of national education and training institutions. Before the Final Action Plan can be developed, results and recommendations from the draft assessment must be discussed with key stakeholders in the focus sector, Task Team and Lead Agency.

Following the above framework, the specific deliverables under this assignment in the two target states Madhya Pradesh and Uttarakhand, are as follows:

- i. An **Inception Report** providing a detailed work plan with timeline for deliverables. Further, it will establish the assessment methodology, identify key sources of information and data and all institutions/ organizations to be consulted for the assessment.
- ii. A **Situational Analysis Report** for each of the two states – Madhya Pradesh and Uttarakhand, will map capacities of key stakeholders in relevant state departments and assess relevant

policies and programmes. It will also establish a capacity baseline and conduct gap analysis (between the current and expected capacities), for the institutional and human resource capacity capable of integrating IGE principles into action plans to achieve SDGs in the concerned sectors. The situation analysis report will also map the capacity building programmes that are currently ongoing or have been conducted under other initiatives in the respective States.

- iii. **Capacity Assessment and Draft Action Plan:** Capacity assessment, based on the capacity baseline and gap analysis, will be crucial to identify and prioritize training needs and develop a capacity development action plan for delivering green economy learning.

The proposed Action Plan needs to address individual learning needs and strengthen learning institutions, which are implementable on financial and institutional grounds in the following format:

Priority area and target group and institutions	Existing activities and capacity	Capacity gap and need	Strategic objective and Expected outcome	Proposed action-thematic content for training	Lead institutions and partners	Financial Resources	Indicators to measure progress and outcome

- iv. **Final Action Plan** must incorporate comments and garner complete acceptance by UNDP. It will include a Capacity Development Plan
- v. **Presentation of the Green Economy Learning Assessment:** the Service Provider will prepare and deliver a workshop to present the key findings and recommendations of the GELA to a wider audience. Specific tasks will include: (i) identifying stakeholders to be invited; (ii) drafting an agenda of the workshop; (iii) preparing presentations; (iv) presenting main findings and sector's specific recommendations from the learning assessment that will contribute to a learning action plan; (v) developing a summary of the learning assessment and to be made available to relevant stakeholders

3. Approval and Acceptance

UNDP will be consulted and apprised at every stage of the assessment exercise and will be responsible for the final approval of all deliverables. The Consultant will support the incorporation of the suggestions, comments, etc.

4. Schedule of Deliverables

A detailed work plan, detailing the activities and timing, methodology, key information sources to be used, and institutions/organizations to be consulted in undertaking the task should be provided upon in the form of an inception report within one week of issue of the contract. This will be discussed and approved prior to the start of the work. All the deliverables (after incorporation of comments, suggestions etc. from UNDP) should be submitted by the selected agency in soft copy.

5. Key Deliverables, Time Frame and Payment Terms

Deliverable	Timeframe for completion	Payment terms
Inception report	Week 1	20%
Situation Analysis Report	Week 6	30%
Capacity Assessment and Draft Action Plan	Week 12	30%
Final Action Plan	Week 16	20%

6. Data/Information Collection

The required data and information required to carry out the above assignment will be collected by the service provider.

**FORM FOR SUBMITTING SERVICE PROVIDER'S
TECHNICAL PROPOSAL**

(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery¹)

[insert: Location].

[insert: Date]

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

Dear Sir/Madam:

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

A. Qualifications of the Service Provider

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

- a) Profile – describing the nature of business, field of expertise, licenses, certifications, accreditations;
- b) Business Licenses – Registration Papers, Tax Payment Certification, etc.
- c) Track Record – list of clients for similar services as those required by UNDP, indicating description of contract scope, contract duration, contract value, contact references;
- d) Certificates and Accreditation – including Quality Certificates, Patent Registrations, Environmental Sustainability Certificates, etc.
- e) Written Self-Declaration that the company is not in the UN Security Council 1267/1989 List, UN Procurement Division List or Other UN Ineligibility List.

B. Proposed Methodology for the Completion of Services

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

¹ Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

C. Qualifications of Key Personnel

The Service Provider must provide:

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

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

[Designation]

[Date]

FORM FOR SUBMITTING SERVICE PROVIDER'S FINANCIAL PROPOSAL

A. Cost Breakdown per Deliverable*

	Deliverables	Percentage of Total Price (Weight for payment)	Price (INR) (Lump Sum, All Inclusive)
1	Submission of Inception report with methodology and work plan	20%	
2	Submission of Vulnerability assessment framework and sets of indicators and data sources	30%	
3	Submission of Draft vulnerability assessment report	30%	
4	Submission of Final vulnerability assessment report incorporating comments and acceptance by UNDP	20%	
	Total	100%	INR.....

*This shall be the basis of the payment tranches

B. Cost Breakdown by Cost Component:

Description of Activity	Remuneration per Unit of Time (in INR)	Total Period of Engagement (in days)	No. of Personnel	Total Amount (INR)
I. Personnel Services*				
1. Team Leader				
2. Team Member1				
3. Team Member2				
4. Team Member3				
II. Other related expenses				
1. Consultation meetings in States (4 nos.)				
2. Travel				
3. Communications				
4. Others, if any				
Total				INR.....

* Structure of the team is to be proposed by Proposer in accordance to their understanding of the ToR.

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

General Terms and Conditions for Services**1.0 LEGAL STATUS:**

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

2.0 SOURCE OF INSTRUCTIONS:

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

3.0 CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES:

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

4.0 ASSIGNMENT:

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

5.0 SUB-CONTRACTING:

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

6.0 OFFICIALS NOT TO BENEFIT:

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

7.0 INDEMNIFICATION:

The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, UNDP, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Contractor, or the Contractor's employees, officers, agents or sub-contractors, in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in

the nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.

8.0 INSURANCE AND LIABILITIES TO THIRD PARTIES:

- 8.1** The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.
- 8.2** The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or the equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract.
- 8.3** The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.
- 8.4** Except for the workmen's compensation insurance, the insurance policies under this Article shall:
 - 8.4.1** Name UNDP as additional insured;
 - 8.4.2** Include a waiver of subrogation of the Contractor's rights to the insurance carrier against the UNDP;
 - 8.4.3** Provide that the UNDP shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.
- 8.5** The Contractor shall, upon request, provide the UNDP with satisfactory evidence of the insurance required under this Article.

9.0 ENCUMBRANCES/LIENS:

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

10.0 TITLE TO EQUIPMENT:

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

11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

- 11.1** Except as is otherwise expressly provided in writing in the Contract, the UNDP shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the Contractor has developed for the UNDP under the Contract and which bear a direct relation to or₁₈

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,¹⁹

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 of₂₁

the arbitral tribunal pursuant to Article 26 ("Interim Measures of Protection") and Article 32 ("Form and Effect of the Award") of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Contract, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate ("LIBOR") then prevailing, and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.

17.0 PRIVILEGES AND IMMUNITIES:

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

18.0 TAX EXEMPTION

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

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

19.0 CHILD LABOUR

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

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

20.0 MINES:

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

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

21.0 OBSERVANCE OF THE LAW:

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

22.0 SEXUAL EXPLOITATION:

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

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

23.0 AUTHORITY TO MODIFY:

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