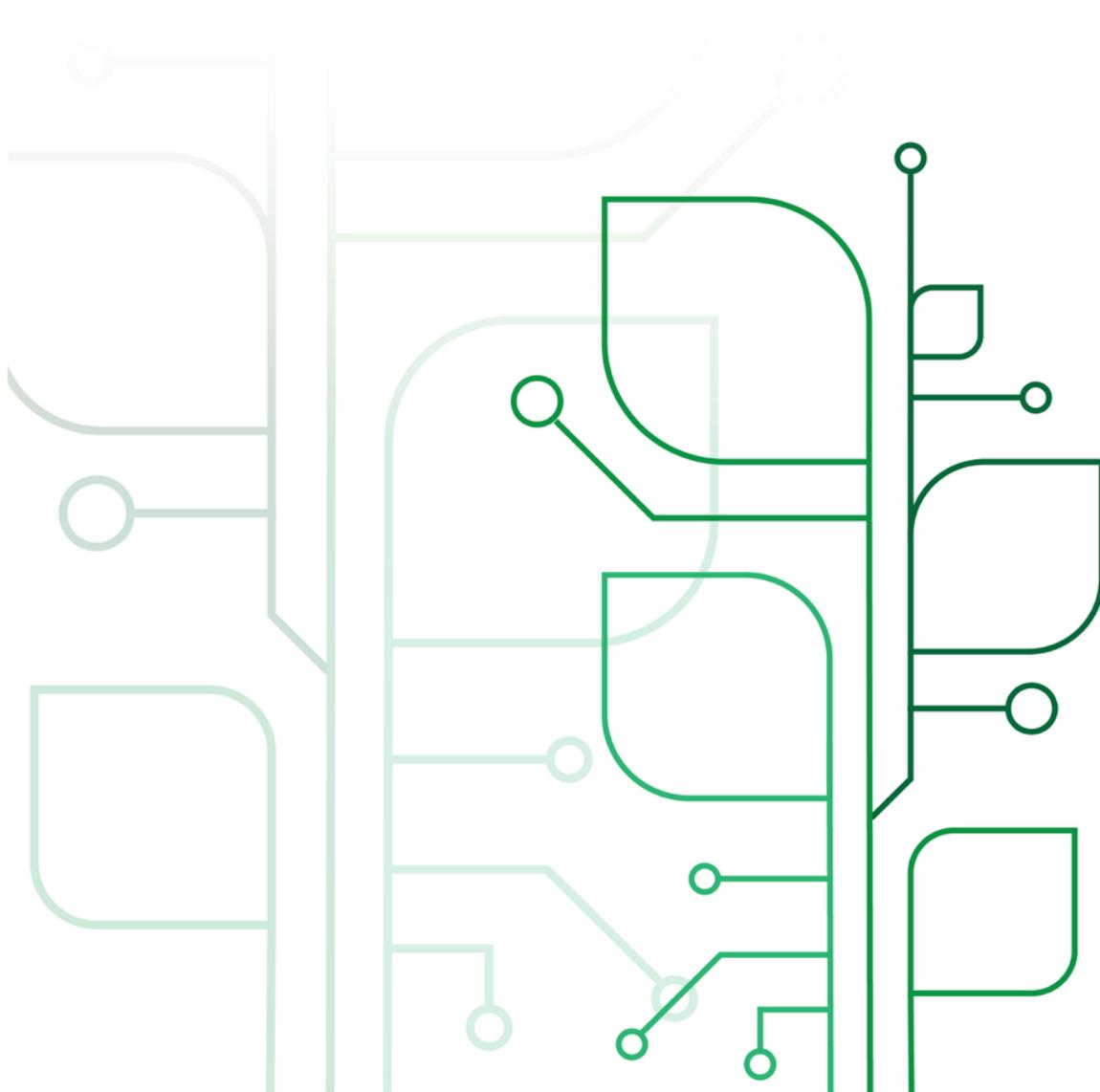


CONSULTANCY SERVICES FOR DEVELOPMENT OF PROGRAM MANAGEMENT PLATFORM UNDER CITIIS

Request For Proposals

Issue Date: 3rd April 2019

Closing Date: 1st May 2019



LETTER OF INVITATION

New Delhi, 3rd April, 2019

1. The *National Institute of Urban Affairs* (hereinafter called “Client”) *has received* financing (hereinafter called “the funds”) from the Ministry of Housing and Affairs. The grant was made available by Agence Française de Développement (AFD) with European Union (EU) towards the cost of *City Investments to Innovate, Integrate and Sustain (CITIIS)*. The Client intends to apply a portion of the funds to eligible payments under the contract for which this Request for Proposals is issued.
2. The *National Institute of Urban Affairs* now invites proposals from firms to provide *Consultancy Services for Development of Program Management Platform under CITIIS*. More details on the services are provided in the Terms of Reference (TOR).
3. The firm, shall be selected based on Quality and Cost Based Selection (QCBS) process which entails evaluation of both technical and financial proposals. The firms with understanding of functional components and capability to design and develop technological components outlined in the Terms of Reference should propose the technical approach and methodology along with a work plan based on the budget allocated for this technology development component. The maximum permissible budget for this component is INR 63,75,000 (all taxes inclusive) with a target date for launch of the platform in August 2019.
4. This Request for Proposals includes the following documents:
 - This Letter of Invitation;
 - The letter of Submission of the Proposal;
 - Technical Proposal;
 - Financial Proposal;
 - Terms of Reference;
 - Standard Form of Contract.
6. The proposal shall comprise your Proposal Submission Form, a Technical Proposal (including past experience of the firm and consultants with similar projects), a Financial Proposal (in a separate sealed envelope) inclusive of all taxes and the signed Statement of Integrity, and must be received at the following address *citiis@niua.org* by *1st May, 2019 16:00 hr IST*.
7. The proposals will be evaluated based on Quality and Cost Based Selection (QCBS) process which entails evaluation of both technical and financial proposals. The proposal

selected is the one that obtains the highest technical/financial weighted score. The weightings would be 80% for the technical score and 20% for the financial score.

Financial Score: The financial proposal with the lowest price will be scored 100 and the others are given an inversely proportional score based on their price compared to the lowest priced financial proposal.

Technical Score: The proposals will be assigned a technical score based on following criteria,

Bid Component	Weightage in Technical Score
CONCEPT (50%)	
- Understanding of the project	10%
- Approach and methodology (Proposals with shorter timeframe to deliver initial drafts will be given higher weightage)	20%
- Overall design	10%
- Scalability	10%
WORK PLAN (10%)	
- Adequate planning and phasing of product development activities - Coherency of work plan with approach and methodology - Shorter timeframe to deliver may be considered - Reporting structure	10%
INTEGRATION (10%)	
- Concept of integration with National Urban Innovation Stack (NUIS) initiative by MoHUA with NIUA support	10%
FIRM/AGENCY AND PROPOSED TEAM PROFILE (30%)	
- Relevant projects (design, development and management of similar platforms especially based on stack approach) detailing the functionalities/services developed - Highlight the projects which are relevant to urban sector	15%
Proven track record and previous experience in designing similar solutions	15%

8. If necessary, you may request any clarifications by sending an email to citiis@niua.org.

Yours sincerely,

[Digital Signature]

Nanda Kishore

Program Manager

National Institute of Urban Affairs

PROPOSAL SUBMISSION FORM

Location: _____

Date: _____

To:

*National Institute of Urban Affairs
Core 4B, India Habitat Centre
Lodhi Road, New Delhi – 3*

Dear Sir/ Madam,

I, the undersigned, offer to provide the *Consultancy Services for Development of Program Management Platform under CITIIS* in accordance with your Request for Proposal dated 3rd April, 2019 and hereby find attached my Technical Proposal for the same.

My Financial Proposal (in a separate sealed envelope) is inclusive of all taxes.

I understand you are not bound to accept any Proposal you receive.

Yours sincerely,

Name of the Consultant: _____

Signature of the Consultant: _____

Address: _____

TECHNICAL PROPOSAL

Methodology and Work Plan to Perform the Services

Based on the Scope of Works from the TOR, you are required to prepare your Technical Proposal as per following outline:

a) Technical Approach and Methodology.

- *Please explain your understanding of the objectives of the Services as outlined in the Terms of Reference (TORs), the technical approach / conceptual design, and the methodology you would adopt for implementing the tasks to deliver the expected output(s), and the degree of detail of such output. Include here your comments and suggestions on the TORs.*
- *Please also include the specifications such as collaborative requirements drafting process, reporting mechanisms, project management approach, user feedback gathering during development, scalability post-launch, etc. Please do not repeat/copy the TORs in here.*

b) Work Plan:

- *Please outline the plan for the implementation of the main activities/tasks of the Services, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and tentative delivery dates of the reports.*
- *The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TORs and ability to translate them into a feasible working plan.*
- *Workplan with shorter timeframe than the expected launch date will be considered favourably.*

c) Integration:

- *CITIIS Management Platform web architecture and functionalities should be designed based on National Urban Innovation Stack approach. Integration should highlight how the microservice-based stack approach will enable creation of reusable services within CITIIS Management Platform and other digital initiatives under CITIIS, thereby increasing the efficiency of program management.*

d) Firm/Agency and Team Proposed profile:

- *Brief profile of the agency/firm along with relevant projects details and solutions developed. The composition of the team to be deployed (stage wise - conceptualize, design, develop and maintain) for CITIIS Management Platform project with detailed profiling of professional assignments, competencies along with project title, role in this project, etc.*

AGENCY/FIRM PROFILE

1. Provide here a brief description of the background and organization of your company, and – in case of a joint venture – of each member for this assignment.

2. Include organizational chart.

3. List only previous similar assignments successfully completed in the last 10 years.

Duration	Assignment name/& brief description of main deliverables/outputs	Name of Client & Country of Assignment	Approx. Contract value (<i>in INR</i>)/ Amount paid to your firm
{e.g., Jan.2009– Apr.2010}	{e.g., “Improvement quality of.....”: designed master plan for rationalization of; }	{e.g., Ministry of, country}	
{e.g., Jan-May 2008}	{e.g., “Support to sub-national government.....” : drafted secondary level regulations on.....}	{e.g., municipality of....., country}	

CURRICULUM VITAE (CV)

(TO BE SUBMITTED FOR TEAM LEADER AND ALL KEY POSITIONS PROPOSED)

Position Title and No. <i>[e.g., K-1, TEAM LEADER]</i>	
Name of Expert <i>[Insert full name]</i>	
Date of Birth	
Country of Citizenship/Residence <i>[day/month/year]</i>	

Education: *[List college/university or other specialized education, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained]*

Employment record relevant to the Services: *[Starting with present position, list in reverse order. Please provide dates, name of employing organization, titles of positions held, types of activities performed and location of the assignment, and contact information of previous clients and employing organization(s) who can be contacted for references. Past employment that is not relevant to the Services does not need to be included.]*

Period	Employing organization and your title/position. Contact information for references	Country	Summary of activities performed relevant to the Services
<i>[e.g., May 2005-present]</i>	<i>[e.g., Ministry of, advisor/consultant to... For references: Name, Designation, Relationship (reporting officer/colleague), contact details (mobile, email, etc.)</i>		

Membership in Professional Associations and Publications:

Language Skills (indicate only languages in which you can work): _____

FINANCIAL PROPOSAL (to be submitted separately in a sealed envelope)

Item	Profile of Resource deployed	No. of Resources	Unit rate for resource deployed	Base Cost	Taxes	Total Cost (in INR including all taxes)
Use Case Development						
Design (Backend and UI)						
Development						
Testing						
Deployment						
Post-production support (15 days on-site)						
Post-production support (6 months on/off site)						
<u>Total Cost of the Financial Proposal (including all taxes):</u>						

¹All tax liabilities are to be managed by the consultant herself/himself

Consultant's signature: _____

Address: _____

TERMS OF REFERENCE

a) **Background**

- CITIIS is developed by the Smart Cities Mission, Ministry of Housing and Urban Affairs (MoHUA) with support from the National Institute of Urban Affairs (NIUA) and the French Development Agency (AFD) to provide additional funding and tailor-made technical support to up to 15 most innovative Smart City projects in 100 Smart Cities. The Program Management Unit (PMU) of the CITIIS, a dedicated program management team under the NIUA, is the Implementing Agency for the CITIIS program.
- This program is financed by the French Development Agency (AFD) and supported by the European Union (EU) with Smart City Special Purpose Vehicle (SPV) in 100 Smart Cities as the primary beneficiaries.
- The program would not only strengthen the implementation of Smart City Proposals (SCPs) by providing funds for innovative projects, which are either a part of or are strongly linked to the approved SCPs, but will also make available international expertise over the program period.
- The core principle of the program is to promote sustainability, innovation and participation in Indian Smart Cities. It supplements the Smart Cities Mission by supporting SPV in design, project development (maturation) and implementation for the projects selected under this program through a challenge process.
- Four urban themes are targeted under this program: Sustainable Mobility, Public Open Spaces, Urban E-Governance and ICT, and Social and Organizational Innovation in Low-Income Settlements. For more details on Smart Cities Mission and CITIIS program, refer to smartcities.gov.in and smartnet.niua.org/citiis respectively.
- Smartnet, a flagship initiative of the Ministry of Housing and Urban Affairs, will be supporting the CITIIS program as the learning, sharing and dissemination platform for selected projects, SPVs and other primary stakeholders in the program management and project monitoring.
- Smart Cities Mission, MoHUA, is in the process of creating the blueprint of a National Urban Innovation Hub (NUIH) as a foundational institution that can coordinate a nationwide ecosystem for identifying and solving problems at scale and with speed. NUIH will catalyze the urban ecosystem in India, consolidate existing resources and expand the footprint of innovation development and capacity building. The National Urban Innovation Stack (NUIS) launched by the MoHUA in February 2019 focuses on addressing some of the key challenges in the

urban ecosystem including data and information asymmetries, citizen centricity, community engagement, data exchange and interoperability, archaic procurement processes, poor utilization of research and innovations, long project and development timelines, poor capacity and skills in the urban ecosystem and limited digital governance. This will be achieved through a stack-based approach, wherein complex multifaceted challenges are unbundled and abstracted into specific micro-problems. These micro-problems can be addressed through processes, people or technological innovations that equip actors with the micro-capabilities required. Solving a large challenge will require a logical arrangement of these micro-capabilities within the context of the specific challenge. This empowers the ecosystem to reuse the underlying innovations and enables speed in building and evolving contextual solutions.

- The proposed CITIIS Management Platform has been envisioned as the go-to digital interface for all CITIIS program stakeholders. It will be a pioneering and innovative approach to manage the urban programs in an outcome oriented and comprehensive manner. This program management platform has been conceptualized to be data driven, open source and, scalable and adaptable to other urban mission programs with MoHUA's support. Accordingly, it is proposed to design and develop the CITIIS Management Platform based on NUIS model of federated architecture which facilitates empowerment of the ecosystem to reuse the underlying innovations and enable speed in building and evolving contextual solutions. The web architecture for CITIIS Management Platform has to incorporate the guiding principles of the design and architecture of the NUIS.
- The CITIIS Management Platform would facilitate a common understanding of selected projects across stakeholders and enable functions of resource management, communication, reporting, monitoring and evaluation at both project and program level.
- User groups for this CITIIS Management Platform include – key staff of selected project SPVs, team members of CITIIS Program Management Unit, key officials of Smart Cities Mission overseeing the CITIIS program activities (including Mission Director), key officials at French Development Agency (AFD) associated with CITIIS program, key staff at State Government level from which projects are selected, and all the experts hired under the CITIIS expertise (technical assistance). The level and feature/module specific access will be varying according to the user group.

b) Objectives of the Services

The CITIIS Management Platform will encapsulate a common understanding of projects across stakeholders and enable management of resources, communication, and reporting. The proposed platform is supposed to enable management of all program activities, including and especially,

- **Resource Management**

- Program Management Unit would be the central coordinating body and would need oversight on different types of resources such as:
 - Selected projects' SPVs and ULBs
 - International Mentors (Individuals), who would be engaged in on-site as well as remote work
 - Domestic Pool of Experts (Individuals), who would be engaged in on-site as well as remote work in association with International Mentors
 - Transversal Topics and Capacity Building Experts (Individuals or Firms), who would be engaged in ad-hoc on-site as well as remote work in association with International Mentors and Domestic Pool of Experts
 - Technology Partners (Firms), who would design, develop and deploy the technology platforms associated with program
- For each of these different types of resources, the program management platform should be able to manage the entire lifecycle of engagement such as:
 - Procurement of Resources, which would include call for application, application submission, evaluation and selection
 - Creation of customized training packages, especially user manual for platform, creating system profiles and granting levels of access
 - Allocation of Resources, which would include matching available expertise with the project needs
 - Tracking of Resources, which would include time as well as deliverable tracking
 - Managing financial disbursement for project budgets and contract fulfilment payments

- **Environmental and Social Compliance Management**

Throughout the various phases of project maturation and implementation, cities, in assistance with CITIIS PMU, would need to comply with international standards of Environmental and Social Compliance guidelines which should be facilitated by the CITIIS Management Platform via following components:

- A dynamic, modular and interlinked Environmental and Social Safeguards tracker for each project with role-based access to cities and PMU which would encompass impact assessment and screening, mandated central and state compliance, scheduling (including training sessions), design, implementation, budgeting, monitoring aspects of the project. Any change in one component should automatically reflect in the other impacted outcomes.
- Centralized grievance addressal system and integration of various local grievance addressal system into the centralized system
- Documentation repository / hub to cover all the templates, procedures and checklists to facilitate field assessments and undertaking required E&S

processes throughout the project lifecycle by cities

- Decentralized dissemination / disclosure platform to track the issuance of all public announcements regarding the project progress and milestones

- **Outreach and Communication**

- CITIIS is a multi-level stakeholder heavy project with stakeholders at international, national, state and city level, ranging in their roles and expertise across management, technology, implementation, thematic and transversal expertise, capacity building, compliance, monitoring and evaluation etc. One of the key value propositions of the program is knowledge creation by and sharing across all these stakeholders which should be facilitated by the communication platform via,
 - Public Communication Material space for newsletters, multimedia content etc.
 - Document hub for all central guidelines required by cities throughout implementation
- The program would have regular offline events focused on capacity building and knowledge sharing. The platform should enable these components with,
 - Access-oriented dynamic calendar of events
 - Online registration platform for public as well as targeted events
- Tracking & dashboard to manage the communication plan between PMU, SPV and donor agency

- **Monitoring and Evaluation**

- CITIIS Monitoring and Evaluation (M&E) will be a periodic review of interventions conducted for improving performance in terms of formulation, design and implementation of program and projects, and enhancing transparency and accountability of the implementation agencies. The CITIIS PMU will undertake performance and outcome-based reporting all along the program's implementation.
- The M&E framework will serve as a tool that will promote and enhance the learning process of all stakeholders and guide the PMU towards improving the program efficiency and effectiveness. Additionally, the M&E system will enhance the quality of reports delivered in terms of content and time. Within this framework, the M&E objectives in the context of the program are to:
 - Ensure systematic monitoring of the program implementation status and its reporting obligations;
 - Ensure systematic monitoring of the CITIIS awarded projects related to their implementation status for activities and project outcomes based on logical framework tool (already developed and to be shared with awarded agency);
- Inventory of relevant existing open source tools and recommend an

approach for integration with platform.

c) Scope of the Services

The consulting firm is responsible for entire Software/Web Development Lifecycle management including the following for all aspects of CITIIS program activities mentioned in section b) titled ‘Objectives of the Services’ and any other specific elements identified during the use case development.

The design and development of the platform will be based on the stack approach. In order to distribute the ability to solve problems, the NUIS provides guiding principles for ecosystem actors as they develop solutions to urban challenges. The principles (listed below) result in the evolution of the necessary standards, specifications and certifications in the contexts of people (for example, policy standards and working methodologies), processes (for example process standards and compliance certificates) and the underlying digital platforms (for example, open standards, open APIs and open reference applications).



The consulting firm should execute the following services based on above design principles.

- Use Case Development in consultation with CITIIS PMU for both program management and project monitoring aspects for each of the targeted user group
 - Working sessions with user group representatives for requirements and expectations
 - Workflow and the wireframe to ensure a stable and user-friendly platform
- Backend Design (including database structure)
 - Program Management
 - Project Monitoring
- Responsive UI Design
 - Creation of persona and use case scenario for each user group
 - Elaborating user journeys

- For different functionalities
- For different content types
- Development
 - Using open source development environment
 - Ensuring data security and encryption best practices (such as secured hypertext on all pages, secured back office access (IPs filter, etc...) regular updates of suite application, additional framework and plugins, sensitive user data should not be stored on the database, etc.)
 - Maintaining scope to enable web-services/APIs in future
 - Maintaining online repository for source code for e.g. GitHub, Bitbucket
- End-to-end Testing
 - In development as well as production environments
 - Developer testing as well as user testing
- Deployment on live server
 - AWS – Linux / Ubuntu (hosting server to be provided by NIUA, relevant services have to identified and managed during the designed & development stage)
- Post production support
 - Minimum 15 days of on-site production monitoring and hand-over of commented code
 - Hands-on training to inhouse team on all aspects of platform including AWS services
 - Additional post-production maintenance and support for 6 months period to be highlighted in the work plan according to following SLAs:
 - Within 24 hours resolution for issues highlighted as High Impact by Program Management Unit
 - Within 72 hours resolution for issues highlighted as Low Impact by Program Management Unit

d) Team Composition & Qualification Requirements for the Key Consultants

The Consultant team must include at least five key experts and all of them shall have very good command of English (writing and speaking). One of them will be team leader/project manager and will have a minimum of 15 years of professional experience project management.

The other experts shall be of IT background (UI, UX, database management experts and business management experts) with a range of 5-12 years' experience to develop such platforms/solutions based on stack approach.

The consultancy firm shall have relevant references in Evaluation & Monitoring systems for urban development projects as well as references on web platforms for project monitoring, program management, knowledge hub and stakeholder networking.

e) **Client's Input:**

Services, facilities and property to be made available to the Consultant by the Client will include the report of the working session on program management platform, all key documents related to CITIIS program (including Project Logical Framework and the Maturation Roadmap), Amazon Web Server for development of beta version and hosting of go-live versions. Professional and support counterpart personnel to be assigned by the Client to the Consultant's team will include one Technology Lead to oversee all web design and development activities on a day-to-day basis under the overall supervision of a Program Manager as the overall coordinator for delivery of this platform.

f) Milestones and Deliverables Schedule

Milestone	Additional deliverables	Delivery timeline (maximum allowed)	Condition
Formulation of the System and Functional Requirement Specifications as per RFP	<ol style="list-style-type: none"> 1. Use Case Development in consultation with Program Management Unit 2. Backend Design (including database structure) 3. Responsive UI Design 	15 days from date of award of contract	Approval by NIUA on the System and Functional requirement specifications report
Delivery of complete Beta Product for Testing along with Responsive User Interface Design And product go-live for all expected users after incorporating feedback	Development of product including, <ol style="list-style-type: none"> 1. Using open source development environment 2. Ensuring data security and encryption best practices 3. Maintaining scope to enable web-services/APIs in future 4. Maintaining online repository for source code for e.g. GitHub, Bitbucket 5. End-to-end Testing including, <ul style="list-style-type: none"> - In development as well as production environments - Developer testing as well as user testing 6. Deployment on live server (AWS – Linux / Ubuntu) 	45 days from date of award of contract for beta version 60 days from date of award of contract for go-live version	Performance Standard: <ol style="list-style-type: none"> a. Maintaining downtime at 0.9% of both beta & go-live versions b. Successful roll-out to all user groups International peer-review of the Beta version Approval of NIUA
15 days post-production support & handover	<ol style="list-style-type: none"> 1. Preparation of platform user guides and training support materials for back-end and front users 2. Handing over platform source codes to NIUA technology team 	15 days from date of go-live for internal consumption	Minimum 15 days of on-site production monitoring and hand-over of commented code and Approval by NIUA on the user guides
6 months post-production support	Post-production support and maintenance for functional and technological issues raised by	6 months from the platform launch date	According to following SLAs: <ul style="list-style-type: none"> - Within 24 hours resolution for issues highlighted as High Impact by Program Management Unit - Within 72 hours resolution for issues highlighted as Low Impact by Program Management Unit

g) Time Schedule

The target date for launch of the platform is August, 2019. Workplan and milestone delivery should be planned with launch date as hard deadline and objective to give at least two weeks for internal consumption of go-live version by the PMU team before launch.

h) Payment schedule

Milestone	Additional deliverables	Payment	Condition
Award of contract/contract signing	-	10%	
Formulation of the System and Functional Requirement Specifications as per RFP	1. Use Case Development in consultation with Program Management Unit 2. Backend Design (including database structure) 3. Responsive UI Design	25%	Approval by NIUA on the System and Functional requirement specifications report
Delivery of complete Beta Product for Testing along with Responsive User Interface Design And product go-live for all expected users after incorporating feedback	Development of product including, 1. Using open source development environment 2. Ensuring data security and encryption best practices 3. Maintaining scope to enable web-services/APIs in future 4. Maintaining online repository for source code for e.g. GitHub, Bitbucket 5. End-to-end Testing including, - In development as well as production environments - Developer testing as well as user testing 6. Deployment on live server (AWS – Linux / Ubuntu)	40%	Performance Standard: a. Maintaining downtime at 0.9% of both beta & go-live versions b. Successful roll-out to all user groups Approval of NIUA
30 days post-production support & handover	1. Preparation of platform user guides and training support materials for back-end & front-end users 2. Handing over platform source codes to NIUA technology team	15%	Minimum 15 days of on-site production monitoring and hand-over of commented code and Approval by NIUA on the user guides
6 months post-production support	Post-production support and maintenance for functional and technological issues raised by PMU	10%	According to SLA*
* Within 24 hours resolution for issues highlighted as High Impact by Program Management Unit Within 72 hours resolution for issues highlighted as Low Impact by Program Management Unit			

Standard Contract

THIS CONTRACT (“Contract”) is entered into this *[insert starting date of the Services]*, by and between *National Institute of Urban Affairs* (“the Client”) having its principal place of business at *Core 4B, India Habitat Centre, Lodhi Road, New Delhi - 3* and *[insert Consultant’s name]* (“the Consultant”) having its principal office located at *[insert Consultant’s address]*; Telephone: _____, Email: _____.

BACKGROUND

The *National Institute of Urban Affairs* (hereinafter called “Client”) has received financing (hereinafter called “the funds”) from the Ministry of Housing and Affairs. The grant was made available by Agence Française de Développement (AFD) with European Union (EU) towards the cost of *City Investments to Innovate, Integrate and Sustain (CITIIS)*.

The Client requires the Consultant to perform the Services described in Annex A as part of the implementation of the Project.

WHEREAS, the Client wishes to have the Consultant performing the Services hereinafter referred to, and

WHEREAS, the Consultant is willing to perform these Services,

NOW THEREFORE THE PARTIES hereby agree as follows:

1. Services (i) The Consultant shall perform the Services and submit the reports which includes – functions & systems requirement document, user guides as specified in Annex A, “Terms of Reference” which is made an integral part of this Contract (“the Services”).

(ii) The Consultant shall mobilize the expertise and shall use the methodology specified in Annex B, “Technical Proposal of the Consultant”.

2. Contract Period The Consultant shall perform the Services during the period commencing *[insert start date]* and ending on *[insert completion date]* or any other period as may be subsequently agreed by the parties in writing.

3. Payment A. Ceiling

For Services rendered pursuant to Annex A, the Client shall pay the Consultant an amount not to exceed a ceiling of *[insert ceiling amount]*. This amount has been established based on the understanding that it includes all of the Consultant’s costs and profits as well as any tax obligation that may be imposed on the Consultant.

B. Payment modalities

The payment schedule and conditions are specified in Annex C.

Payments shall be made no later than 30 days following submission of original invoices in duplicate to the Coordinator designated in article 4 on the following bank account:

Bank account number:

Bank account's name:

**4. Contract
Administration**

A. Coordinator

The Client designates Mr. *Nanda Kishore* as Client's Coordinator; the Coordinator shall be responsible for the coordination of the Services under the Contract, for receiving and approving invoices for payment, and for acceptance of the deliverables by the Client.

B. Reports

The reports listed in Annex A, "Terms of Reference and Scope of Services" shall be submitted as part of the Services, and will constitute the basis for payments to be made under article 3.

**5. Performance
Standard**

The Consultant undertakes to perform the Services in compliance with the highest ethical and professional standards.

6. Confidentiality

The Consultants shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Client's business or operations without the prior written consent of the Client.

**7. Ownership
of Material**

Any study, report or other output such as drawings, software or else, prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client. The Consultant may retain a copy of such documents and software.

**8. Consultant
Not to be
Engaged in
Certain
Activities**

The Consultant agrees that, during the term of this Contract and after its termination, the Consultants and any entity affiliated with the Consultant shall be disqualified from providing goods, works or non-consulting services resulting from or closely related to the Services.

9. Insurance

The Consultant will be responsible for subscribing to an appropriate insurance coverage.

- 10. Assignment** The Consultant shall not assign this Contract or Subcontract any portion of it without the Client's prior written consent.

- 11. Law Governing Contract and Language** The Contract shall be governed by the laws of *India*, and the language of the Contract shall be the English language.

- 12. Termination** The contract may be terminated by the Client if the Consultant fails to perform the Services or fails to submit satisfactory reports as specified in Annex A. The termination shall be preceded by a 30 days' notice.

- 13. Dispute Resolution** Any dispute, controversy or claim arising out of or relating to this Contract or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force.

- 14. Declaration of Integrity** The Consultant commits to comply with the requirements specified in the Declaration of Eligibility and Social and Environmental Responsibility, a signed copy of which is attached as Annex D.

- 15. Consultant's Status** If the Consultant has the status of an independent consultant, the Consultant shall not be deemed to be an employee of the Government of the Country of the Client or an employee of the Client by virtue of the Contract. The Consultant shall have no right to payments, allowances, compensation, pension or reimbursements of any kind, except as explicitly specified in the Contract.

FOR THE CLIENT

FOR THE CONSULTANT

Signed by _____

Signed by _____

Title: _____

Title: _____

ANNEX A - Terms of Reference

- a) Background
- b) Objectives of the Services
- c) Scope of the Services
- d) Team Composition & Qualification Requirements for the Key Consultants
- e) Client's input
- f) Milestones and Deliverables Schedule;
- g) Time schedule
- h) Payment Schedule

ANNEX B - Consultant's Technical Proposal

[Insert here the Consultant's methodology and CV(s).]

ANNEX C - Payment Schedule and Modalities

The following financial proposal has been mutually agreed upon between the parties:

Item	Profile of Resource deployed	No. of Resources	Unit rate for resource deployed	Base Cost	Taxes	Total Cost (in INR including all taxes)
Use Case Development						
Design (Backend and UI)						
Development						
Testing						
Deployment						
Post-production support (15 days on-site)						
Post-production support (6 months on/off site)						
<u>Total Cost of the Financial Proposal (including all taxes):</u>						

¹All tax liabilities are to be managed by the consultant herself/himself

PAYMENT SCHEDULE:

Milestone	Additional deliverables	Payment	Condition
Award of contract/contract signing	-	10%	
Formulation of the System and Functional Requirement Specifications as per RFP	1. Use Case Development in consultation with Program Management Unit 2. Backend Design (including database structure) 3. Responsive UI Design	25%	Approval by NIUA on the System and Functional requirement specifications report
Delivery of complete Beta Product for Testing along with Responsive User Interface Design And product go-live for all expected users after incorporating feedback	Development of product including, 1. Using open source development environment 2. Ensuring data security and encryption best practices 3. Maintaining scope to enable web-services/APIs in future 4. Maintaining online repository for source code for e.g. GitHub, Bitbucket 5. End-to-end Testing including, - In development as well as production environments - Developer testing as well as user testing 6. Deployment on live server (AWS – Linux / Ubuntu)	40%	Performance Standard: a. Maintaining downtime at 0.9% of both beta & go-live versions b. Successful roll-out to all user groups Approval of NIUA
30 days post-production support & handover	1. Preparation of platform user guides and training support materials for back-end & front-end users 2. Handing over platform source codes to NIUA technology team	20%	Minimum 15 days of on-site production monitoring and hand-over of commented code and Approval by NIUA on the user guides
6 months post-production support	Post-production support and maintenance for functional and technological issues raised by	05%	According to SLA*
<p>* Within 24 hours resolution for issues highlighted as High Impact by Program Management Unit</p> <p>Within 72 hours resolution for issues highlighted as Low Impact by Program Management Unit</p>			

ANNEX D - Statement of Integrity, Eligibility and Social and Environmental Responsibility

Reference name of the bid or proposal: CONSULTANCY SERVICES FOR DEVELOPMENT OF PROGRAM MANAGEMENT PLATFORM UNDER CITIIS (The "Contract")

To: NATIONAL INSTITUTE OF URBAN AFFAIRS (The "Contracting Authority")

1. We recognise and accept that *Agence Française de Développement* ("AFD") only finances projects of the Contracting Authority subject to its own conditions which are set out in the Financing Agreement which benefits directly or indirectly to the Contracting Authority. As a matter of consequence, no legal relationship exists between AFD and our company, our joint venture or our suppliers, contractors, subcontractors, consultants or subconsultants. The Contracting Authority retains exclusive responsibility for the preparation and implementation of the procurement process and performance of the contract. The Contracting Authority means the Purchaser, the Employer, the Client, as the case may be, for the procurement of goods, works, plants, consulting services or non-consulting services.
2. We hereby certify that neither we nor any other member of our joint venture or any of our suppliers, contractors, subcontractors, consultants or subconsultants are in any of the following situations:
 - 2.1) Being bankrupt, wound up or ceasing our activities, having our activities administered by the courts, having entered into receivership, reorganisation or being in any analogous situation arising from any similar procedure;
 - 2.2) Having been:
 - a. convicted within the past five years by a court decision, which has the force of *res judicata* in the country where the Contract is implemented, of fraud, corruption or of any other offense committed during a procurement process or performance of a contract (in the event of such conviction, you may attach to this Statement of Integrity supporting information showing that this conviction is not relevant in the context of this Contract);
 - b. subject to an administrative sanction within the past five years by the European Union or by the competent authorities of the country where we are constituted, for fraud, corruption or for any other offense committed during a procurement process or performance of a contract (in the event of such sanction, you may attach to this Statement of Integrity supporting information showing that this sanction is not relevant in the context of this Contract);

c. convicted within the past five years by a court decision, which has the force of *res judicata*, of fraud, corruption or of any other offense committed during the procurement process or performance of an AFD-financed contract;

2.3) Being listed for financial sanctions by the United Nations, the European Union and/or France for the purposes of fight-against-terrorist financing or threat to international peace and security;

2.4) Having been subject within the past five years to a contract termination fully settled against us for significant or persistent failure to comply with our contractual obligations during contract performance, unless this termination was challenged and dispute resolution is still pending or has not confirmed a full settlement against us;

2.5) Not having fulfilled our fiscal obligations regarding payments of taxes in accordance with the legal provisions of either the country where we are constituted or the Contracting Authority's country;

2.6) Being subject to an exclusion decision of the World Bank and being listed on the website <http://www.worldbank.org/debarr> (in the event of such exclusion, you may attach to this Statement of Integrity supporting information showing that this exclusion is not relevant in the context of this Contract);

2.7) Having created false documents or committed misrepresentation in documentation requested by the Contracting Authority as part of the procurement process of this Contract.

3. We hereby certify that neither we, nor any of the members of our joint venture or any of our suppliers, contractors, subcontractors, consultants or subconsultants are in any of the following situations of conflict of interest:

3.1) Being an affiliate controlled by the Contracting Authority or a shareholder controlling the Contracting Authority, unless the stemming conflict of interest has been brought to the attention of AFD and resolved to its satisfaction;

3.2) Having a business or family relationship with a Contracting Authority's staff involved in the procurement process or the supervision of the resulting Contract, unless the stemming conflict of interest has been brought to the attention of AFD and resolved to its satisfaction;

3.3) Being controlled by or controlling another bidder or consultant, or being under common control with another bidder or consultant, or receiving from or granting subsidies directly or indirectly to another bidder or consultant, having the same legal representative as another bidder or consultant, maintaining direct or indirect contacts with another bidder or consultant which allows us to have or give access to information contained in the respective applications, bids or proposals, influencing them or influencing decisions of the Contracting Authority;

- 3.4) Being engaged in a consulting services activity, which, by its nature, may be in conflict with the assignments that we would carry out for the Contracting Authority;
- 3.5) In the case of procurement of goods, works or plants:
- i. Having prepared or having been associated with a consultant who prepared specifications, drawings, calculations and other documentation to be used in the procurement process of this Contract;
 - ii. Having been recruited (or being proposed to be recruited) ourselves or any of our affiliates, to carry out works supervision or inspection for this Contract;
4. If we are a state-owned entity, and to compete in a procurement process, we certify that we have legal and financial autonomy and that we operate under commercial laws and regulations.
5. We undertake to bring to the attention of the Contracting Authority, which will inform AFD, any change in situation with regard to points 2 to 4 here above.
6. In the context of the procurement process and performance of the corresponding contract:
- 6.1) We have not and we will not engage in any dishonest conduct (act or omission) deliberately intended to deceive others, to intentionally conceal items, to violate or vitiate someone's consent, to make them circumvent legal or regulatory requirements and/or to violate their internal rules in order to obtain illegitimate profit;
 - 6.2) We have not and we will not engage in any dishonest conduct (act or omission) contrary to our legal or regulatory obligations or our internal rules in order to obtain illegitimate profit;
 - 6.3) We have not promised, offered or given and we will not promise, offer or give, directly or indirectly to (i) any Person who holds a legislative, executive, administrative or judicial mandate within the State of the Contracting Authority regardless of whether that Person was nominated or elected, regardless of the permanent or temporary, paid or unpaid nature of the position and regardless of the hierarchical level the Person occupies, (ii) any other Person who performs a public function, including for a State institution or a State-owned company, or who provides a public service, or (iii) any other person defined as a Public Officer by the national laws of the Contracting Authority's country, an undue advantage of any kind, for himself or for another Person or entity, for such Public Officer to act or refrain from acting in his official capacity;
 - 6.4) We have not promised, offered or given and we will not promise, offer or give, directly or indirectly to any Person who occupies an executive position in a private sector entity or works for such an entity, regardless of the nature of his/her

capacity, any undue advantage of any kind, for himself or another Person or entity for such Person to perform or refrain from performing any act in breach of its legal, contractual or professional obligations;

6.5) We have not and we will not engage in any practice likely to influence the contract award process to the detriment of the Contracting Authority and, in particular, in any anti-competitive practice having for object or for effect to prevent, restrict or distort competition, namely by limiting access to the market or the free exercise of competition by other undertakings;

6.6) Neither we nor any of the members of our joint venture or any of our suppliers, contractors, subcontractors, consultants or subconsultants shall acquire or supply any equipment nor operate in any sectors under an embargo of the United Nations, the European Union or France;

6.7) We commit ourselves to comply with and ensure that all of our suppliers, contractors, subcontractors, consultants or subconsultants comply with international environmental and labour standards, consistent with laws and regulations applicable in the country of implementation of the Contract, including the fundamental conventions of the International Labour Organisation (ILO) and international environmental treaties. Moreover, we shall implement environmental and social risks mitigation measures when specified in the environmental and social commitment plan (ESCP) provided by the Contracting Authority.

7. We, as well as members of our joint venture and our suppliers, contractors, subcontractors, consultants or subconsultants authorise AFD to inspect accounts, records and other documents relating to the procurement process and performance of the contract and to have them audited by auditors appointed by AFD.

Name: _____ In the capacity of: _____

Duly empowered to sign in the name and on behalf of¹: _____

Signature: _____ Dated: _____

¹ In case of joint venture, insert the name of the joint venture. The person who will sign the application, bid or proposal on behalf of the applicant, bidder or consultant shall attach a power of attorney from the applicant, bidder or consultant.