



## REQUEST FOR PROPOSAL (RFP)

<u>Project No.:</u> 00069195	<u>Date:</u> August 7, 2019
<u>Project Name:</u> Experiencing the State: Using Technology to Connect Citizens and Governments	<u>Reference:</u> 16116 RSC 2019

Dear Sir / Madam:

We kindly request you to submit a Proposal for a DLI Technology and Innovation Consultancy Company.

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

Proposals may be submitted under **Ref: 16116 RSC 2019 – DLI Technology and Innovation Consultancy** no later than August 20, 2019 at 15:00 (UTC /GMT-5), time of the Republic of Panama.

**United Nations Development Programme**

**Procurement Unit**

**Email:** [procurement.rblac.regionalhub@undp.org](mailto:procurement.rblac.regionalhub@undp.org)

Your Proposal must be expressed in English, and valid for a minimum period of 90 days.

In the course of preparing your Proposal, it shall remain your responsibility to ensure that it reaches the address above on or before the deadline. Proposals that are received by UNDP after the deadline indicated above, for whatever reason, shall not be considered for evaluation. If you are submitting your Proposal by email, kindly ensure that they are signed and in .pdf format, and free from any virus or corrupted files.

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

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

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

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

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

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

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

<http://www.undp.org/content/undp/en/home/operations/procurement/business/protest-and-sanctions/>

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

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

Thank you and we look forward to receiving your Proposal.

Sincerely,

UNDP Procurement Unit

## DESCRIPTION OF REQUIREMENTS

Context of the Requirement	To contract a company or firm to work closely with UNDP in 4 phases of the design and delivery process of a technological solution to bringing citizens closer to the state.
Project	Project: 00069195.  Project Name: Experiencing the State: Using Technology to Connect Citizens and Governments.
Brief Description of the Required Services	The DLI Technology and Innovation company will work closely with UNDP team in the design and delivery of a digital technology solution to help citizens and governments interact with each other in a way that improves trust and effective governance for the project to create tangible benefits to two target users, citizens and local governments.
List and Description of Expected Outputs to be Delivered	<p><b>Deliverable 1 – Discovery Phase:</b></p> <ul style="list-style-type: none"> <li>- Lead design workshop with team and stakeholders in pilot country;</li> <li>- Trend scanning;</li> <li>- Rapid assumption testing;</li> <li>- Documentation of process.</li> </ul> <p><b>Deliverable 2 – Definition and Design Phase:</b></p> <ul style="list-style-type: none"> <li>- Define design principles;</li> <li>- Define scope and thematic areas to be explored in Beta version of digital solution;</li> <li>- Brief of specifications for technology development;</li> <li>- Documentation of process.</li> </ul> <p><b>Deliverable 3 – Development Phase:</b></p> <ul style="list-style-type: none"> <li>- Develop Beta version of digital solution;</li> <li>- Conduct testing with small group of users.</li> </ul> <p><b>Deliverable 4 – Delivery Phase:</b></p> <ul style="list-style-type: none"> <li>- A prototype of technology solution adjusted according to user testing feedback that can be adaptable to different contexts;</li> <li>- A beta version adjusted according to user testing feedback to be deployed in pilot municipality;</li> <li>- Blueprint for the deployment of technology solution, that can be</li> </ul>

	<p>adapted to various contexts;</p> <p>- A blueprint for deployment in pilot country so that pilot local government can take it to scale.</p>
Person to Supervise the Work /Performance of the Service Provider	SDG Technical Advisor.
Frequency of Reporting	As described in TORs (Annex 4).
Progress Reporting Requirements	As described in TORs (Annex 4).
Location of work	Home-based with mission travel.
Expected duration of work	Five (5) months.
Target start date	August 2019.
Latest completion date	January 2020.
Expected Travels	To be determined.
Special Security Requirements	The Contractor shall remain solely responsible for the security of its personnel.
Facilities to be Provided by UNDP	N/A.
Implementation Schedule indicating breakdown and timing of activities/sub-activities	Required.
Name and curriculum vitae of individuals who will be involved in completing the services	Required.
Currency of Proposal	United States Dollars (USD).
Value Added Tax on Price Proposal	Not to be included.

Validity Period of Proposals	<p>90 days.</p> <p>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.</p>															
Partial Quotes	Not permitted.															
Payment Terms	<table border="1"><thead><tr><th>#</th><th>DELIVERABLE</th><th>PERCENTAGE OF PAYMENT</th></tr></thead><tbody><tr><td>1</td><td>After kick-off workshop</td><td>10%</td></tr><tr><td>2</td><td>After finalizing Discovery Phase</td><td>30%</td></tr><tr><td>3</td><td>After finalizing Definition and Development Phase</td><td>30%</td></tr><tr><td>4</td><td>After finalizing Delivery Phase</td><td>30%</td></tr></tbody></table> <p>Payments will be made against deliverables after the completion of each phase of the Project, pending approval by project supervisor.</p> <p>Travel will be covered directly by UNDP and travel cost should not be included in the proposal.</p> <p>Payments will be conditional to the signature and approval of project coordinator.</p>	#	DELIVERABLE	PERCENTAGE OF PAYMENT	1	After kick-off workshop	10%	2	After finalizing Discovery Phase	30%	3	After finalizing Definition and Development Phase	30%	4	After finalizing Delivery Phase	30%
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3	After finalizing Definition and Development Phase	30%														
4	After finalizing Delivery Phase	30%														
Person(s) to review /inspect /approve outputs/completed services and authorize the disbursement of payment	Deliverables will be reviewed by SDG Technical Advisor.															
Type of Contract to be Signed	Contract for the Provision of Goods and /or Services.															
Criteria for Contract Award	<p>Highest combined score (based on the 70% technical offer and 30% price weight distribution).</p> <p>Full acceptance of the UNDP Contract General Terms and Conditions (GTC). This is a mandatory criterion and cannot be deleted regardless of the nature of services required. Non acceptance of the GTC may be grounds for the rejection of the Proposal.</p>															
Criteria for the Assessment of Proposal	<ul style="list-style-type: none"><li><b><u>Technical Proposal (70%)</u></b> Firm /Company Experience (10 points);</li></ul>															

	<p>Composition of professional team (25 points);</p> <p>Experience in design and development of innovative solutions to cutting edge challenges (25 points);</p> <p>Experience in the development of successful technological solutions to solve social problems (30 points);</p> <p>Knowledge on working with the SDGs (10 points).</p> <ul style="list-style-type: none"> <li>• <b><u>Financial Proposal (30%)</u></b></li> </ul> <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	One and only one service provider.
Annexes to this RFP	<ul style="list-style-type: none"> <li>• Description of Requirements (Annex 1);</li> <li>• Form for Submission of Proposal (Annex 2);</li> <li>• General Terms and Conditions /Special Conditions (Annex 3);</li> <li>• Detailed TOR (Annex 4);</li> <li>• Evaluation Matrix (Annex 5).</li> </ul>
Contact Person for Inquiries (Written inquiries only)	<p>UNITED NATIONS DEVELOPMENT PROGRAMME PROCUREMENT UNIT</p> <p><a href="mailto:procurement.rblac.regionalhub@undp.org">procurement.rblac.regionalhub@undp.org</a></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>
Other Information Instructions to send proposals	<ul style="list-style-type: none"> <li>• Official address to send a proposal: <a href="mailto:procurement.rblac.regionalhub@undp.org">procurement.rblac.regionalhub@undp.org</a></li> <li>• Documents must be out of virus or damaged folders;</li> <li>• PDF Format;</li> <li>• Size of the documents: Max. 4MB for each mail.</li> </ul>

<p>Required Documents that must be Submitted to Establish Qualification of Proposers (In “Certified True Copy” form only)</p>	<p>The proposal should include an index of all the documentation that has been sent.</p> <p>There is no restriction on the number of sent mails, being the only restriction the size limit of 4MB.</p> <p>Each proposer is responsible to send the offer on the time and date required.</p> <p>If the proposal is sent to a private address, it could be rejected.</p> <ul style="list-style-type: none"> <li>• <u>Signed Annex 2</u>;</li> <li>• <u>Company profile</u>: should <u>not</u> exceed fifteen (15) pages, including printed brochures and product catalogues relevant to the goods /services being procured;</li> <li>• <u>Legal documents</u>: company constitution, legal representing, etc.;</li> <li>• <u>Reference letters</u>: of two jobs previously concluded;</li> </ul>
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- Financial capacity: provide the latest Audited Financial Statement (Income Statement and Balance Sheet) duly certified by a Public Accountant, and with authentication of receiving by the Government's Internal Revenue Authority. Include any indication of credit rating, industry rating, etc.;
- Track record and experiences: provide the following information regarding corporate experience within the last ten (10) years which are related or relevant to those required for this Contract. For example:

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

- Certificates and accreditations: including quality certificates, patent registrations, environmental sustainability certificates, etc.;
- 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;
- Proposed methodology;
- Implementation schedule: indicating breakdown and timing of activities /sub-activities;
- Key personnel: CVs demonstrating qualifications with written confirmation that the proposed focal point personnel will be available for the entire duration of the contract. Should include names and qualifications of the key personnel that will perform the services indicating who is the team leader, who are the supporting personnel, etc.



## FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL

*(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery<sup>1</sup>)*

[insert: Location].

[insert: Date]

To: Panama Regional HUB – Procurement Unit

Dear Sir/Madam:

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

### A. Qualifications of the Service Provider

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

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

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

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

### C. Qualifications of Key Personnel

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

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

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

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

	<b>Deliverables</b> <i>[list them as referred to in the RFP]</i>	<b>Percentage of Total Price</b> <i>(Weight for payment)</i>	<b>Price</b> <i>(Lump Sum, All Inclusive)</i>
1	Deliverable 1	10%	
2	Deliverable 2	30%	
3	Deliverable 3	30%	
4	Deliverable 4	30%	
	Total	100%	

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

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

<b>Description of Activity</b>	<b>Remuneration per Unit of Time</b>	<b>Total Period of Engagement</b>	<b>No. of Personnel</b>	<b>Total Rate</b>
<b>I. Personnel Services</b>				
1. Services from Home Office				
a. Expertise 1				
2. Services from Field Offices				
a. Expertise 1				
3. Services from Overseas				
a. Expertise 1				
<b>II. Out of Pocket Expenses</b>				
1. Travel Costs				
2. Daily Allowance				
3. Communications				
4. Reproduction				
5. Equipment Lease				
6. Others				
<b>III. Other Related Costs</b>				

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

## PERSONNEL

<b>Name:</b>		
<b>Position for this Contract:</b>		
<b>Nationality:</b>		
<b>Contact information:</b>		
<b>Countries of Work Experience:</b>		
<b>Language Skills:</b>		
<b>Educational and other Qualifications:</b>		
<b>Summary of Experience:</b> <i>Highlight experience in the region and on similar projects.</i>		
<b>Relevant Experience (From most recent):</b>		
<b>Period: From – To</b>	<b>Name of activity/ Project/ funding organisation, if applicable:</b>	<b>Job Title and Activities undertaken/Description of actual role performed:</b>
<i>e.g. June 2004-January 2005</i>		
<i>Etc.</i>		
<i>Etc.</i>		
<b>References no.1 (minimum of 3):</b>	<i>Name</i> <i>Designation</i> <i>Organization</i> <i>Contact Information – Address; Phone; Email; etc.</i>	
<b>Reference no.2</b>	<i>Name</i> <i>Designation</i> <i>Organization</i> <i>Contact Information – Address; Phone; Email; etc.</i>	
<b>Reference no.3</b>	<i>Name</i> <i>Designation</i> <i>Organization</i> <i>Contact Information – Address; Phone; Email; etc.</i>	
<b>Declaration:</b>		
<p>I confirm my intention to serve in the stated position and present availability to serve for the term of the proposed contract. I also understand that any wilful misstatement described above may lead to my disqualification, before or during my engagement.</p>		
<hr style="width: 100%;"/>		<hr style="width: 100%;"/>
Signature of the Nominated Team Leader/Member		Date Signed

**GENERAL TERMS AND CONDITIONS FOR SERVICES****1.0 LEGAL STATUS:**

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

**2.0 SOURCE OF INSTRUCTIONS:**

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

**3.0 CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES:**

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

**4.0 ASSIGNMENT:**

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

**5.0 SUB-CONTRACTING:**

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

**6.0 OFFICIALS NOT TO BENEFIT:**

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

**7.0 INDEMNIFICATION:**

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

intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.

#### **8.0 INSURANCE AND LIABILITIES TO THIRD PARTIES:**

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

#### **9.0 ENCUMBRANCES/LIENS:**

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

#### **10.0 TITLE TO EQUIPMENT:**

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

#### **11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:**

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

- 11.2** To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, the UNDP does not and shall not claim any ownership interest thereto, and the Contractor grants to the UNDP a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.
- 11.3** At the request of the UNDP; the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to the UNDP in compliance with the requirements of the applicable law and of the Contract.
- 11.4** Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract shall be the property of the UNDP, shall be made available for use or inspection by the UNDP at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNDP authorized officials on completion of work under the Contract.

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

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

**13.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:**

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

- 13.1** The recipient ("Recipient") of such information shall:
- 13.1.1** use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate; and,
  - 13.1.2** use the Discloser's Information solely for the purpose for which it was disclosed.
- 13.2** Provided that the Recipient has a written agreement with the following persons or entities requiring them to treat the Information confidential in accordance with the Contract and this Article 13, the Recipient may disclose Information to:
- 13.2.1** any other party with the Discloser's prior written consent; and,
  - 13.2.2** the Recipient's employees, officials, representatives and agents who have a need to know such Information for purposes of performing obligations under the Contract, and employees officials, representatives and agents of any legal entity that it controls controls it, or with which it is under common control, who have a need to know such Information for purposes of performing obligations under the Contract, provided that, for these purposes a controlled legal entity means:

- 13.2.2.1** a corporate entity in which the Party owns or otherwise controls, whether directly or indirectly, over fifty percent (50%) of voting shares thereof; or,
- 13.2.2.2** any entity over which the Party exercises effective managerial control; or,
- 13.2.2.3** for the UNDP, an affiliated Fund such as UNCDF, UNIFEM and UNV.

- 13.3** The Contractor may disclose Information to the extent required by law, provided that, subject to and without any waiver of the privileges and immunities of the United Nations, the Contractor will give the UNDP sufficient prior notice of a request for the disclosure of Information in order to allow the UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.
- 13.4** The UNDP may disclose Information to the extent as required pursuant to the Charter of the UN, resolutions or regulations of the General Assembly, or rules promulgated by the Secretary-General.
- 13.5** The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder.
- 13.6** These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.

#### **14.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS**

- 14.1** In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to the UNDP, of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify the UNDP of any other changes in conditions or the occurrence of any event that interferes or threatens to interfere with its performance of this Contract. On receipt of the notice required under this Article, the UNDP shall take such action as, in its sole discretion; it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract.
- 14.2** If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, the UNDP shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 15, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.
- 14.3** Force majeure as used in this Article means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force.
- 14.4** The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in or for any areas in which the UNDP is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas or to any incidents of civil unrest occurring in such areas shall not, in and of itself, constitute force majeure under the Contract..

#### **15.0 TERMINATION**

- 15.1** Either party may terminate this Contract for cause, in whole or in part, upon thirty (30) days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16.2 ("Arbitration"), below, shall not be deemed a termination of this Contract.
- 15.2** UNDP reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case UNDP shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.
- 15.3** In the event of any termination by UNDP under this Article, no payment shall be due from UNDP to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract.
- 15.4** Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, the UNDP may, without prejudice to any other right or remedy it may have under the terms of these conditions, terminate this Contract forthwith. The Contractor shall immediately inform the UNDP of the occurrence of any of the above events.

## **16.0 SETTLEMENT OF DISPUTES**

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

## **17.0 PRIVILEGES AND IMMUNITIES:**

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



## **18.0 TAX EXEMPTION**

- 18.1** Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, inter alia that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize the United Nations exemption from such taxes, duties or charges, the Contractor shall immediately consult with the UNDP to determine a mutually acceptable procedure.
- 18.2** Accordingly, the Contractor authorizes UNDP to deduct from the Contractor's invoice any amount representing such taxes, duties or charges, unless the Contractor has consulted with the UNDP before the payment thereof and the UNDP has, in each instance, specifically authorized the Contractor to pay such taxes, duties or charges under protest. In that event, the Contractor shall provide the UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

## **19.0 CHILD LABOUR**

- 19.1** The Contractor represents and warrants that neither it, nor any of its suppliers is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical mental, spiritual, moral or social development.
- 19.2** Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, at no cost to UNDP.

## **20.0 MINES:**

- 20.1** The Contractor represents and warrants that neither it nor any of its suppliers is actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.
- 20.2** Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind of UNDP.

## **21.0 OBSERVANCE OF THE LAW:**

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

## **22.0 SEXUAL EXPLOITATION:**

- 22.1** The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged by the Contractor to perform any services under the Contract. For these purposes, sexual activity with

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

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

**23.0 AUTHORITY TO MODIFY:**

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

## UNITED NATIONS DEVELOPMENT PROGRAMME



## TERMS OF REFERENCE

Cluster: Sustainable Development

## A. GENERAL INFORMATION

Title: DLI Technology and Innovation Consultancy

Project: 00069195 - Experiencing the State: Using Technology to Connect Citizens and Governments

Direct Supervisor: SDG Technical Advisor

Modality of Execution: Management

Location: Home-Based

Estimated Starting Date: August 2019

Duration: 5 months

## B. SITUATION ANALYSIS /BACKGROUND

**The Problem: Declining Trust in Government**

In Latin America and the Caribbean, trust in government is weak and declining. On average in the region, less than a quarter of the population has “some” or “a lot” of confidence in government (Figure 1). In countries such as Brazil, this number is as low as 8%. There are many reasons that people choose not to place their trust in public institutions. In Latin America, some of the most common reasons cited by people are related to perceptions of fairness (i.e. “treating everyone equally,” “are interested in what one thinks”) and perceptions of performance (i.e. “fulfilling promises,” “quality of management”). Close to 30% cite “Deliver the Information you need” and “Are interested in what one thinks” as the most important reason to trust a public institution (Figure 2).

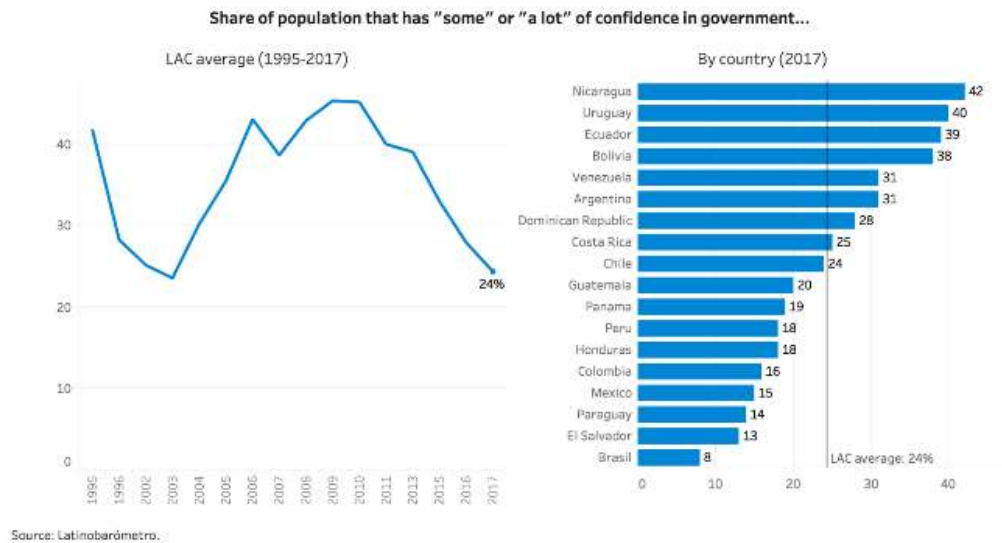


Figure 1: Levels of trust in government in Latin America

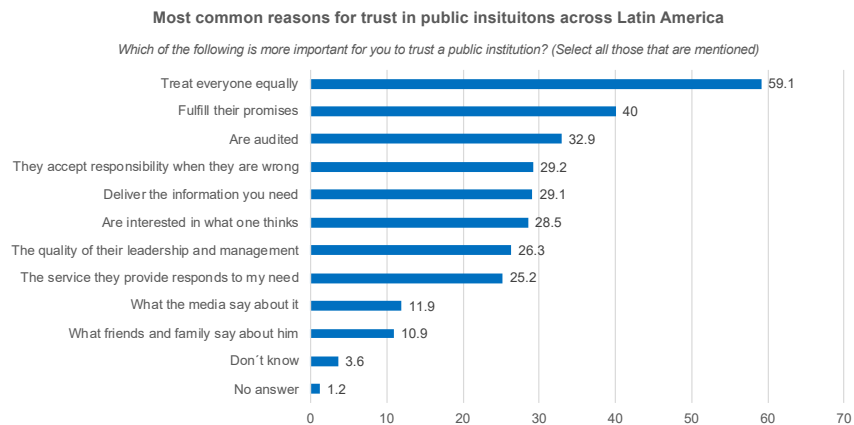


Figure 2: Reasons for trust in government in Latin America  
Source: Latinobarómetro

### The Conceptual Framework: Digital technology and the "Information Value Chain"

Digital technology presents a powerful opportunity for changing how the citizen experiences the state and for building trust between citizens and governments by addressing concerns of fairness as well as concerns of performance.

By restructuring flows of information, digital technology can empower citizens to speak up, amplify their collective voice, and change the incentives of governments to respond. It can also provide government institutions with valuable information about what their citizens need and want and how to best deliver services and information. In doing so, a digital technology can increase social cohesion and strengthen the social contract between state and citizens.

We can think about the way that information changes the relationship between citizens and governments as a three-step process. While typical approaches to using technology to improve governance have focused on transparency—this is just the

first step. Transparency makes information available, but we also need publicity to make information accessible, and accountability mechanisms to make information actionable.

Information, per se, is nothing without publicity and accountability. If information does not reach the interested audiences, its effect is negligible. Similarly, even if information reaches the public, if it does not lead to consequences, its effect is not only negligible but potentially harmful. For example, we have seen, unfortunately, many cases in our region where people can access detailed information about corruption cases, but nothing happens to those who are responsible. This leads to frustration and destroys trust. We can think about this three step-process from transparency to publicity to accountability as the “information value chain” (Figure 3).



Figure 3: From Transparency to Accountability: The Information Value Chain, Source: World Development Report, 2017

#### A Preliminary Mapping of the landscape: Existing approaches to digital solutions

There are multiple ways in which digital products have been used to strengthen these different steps in the information value chain. The following paragraphs map different types of digital products to information value chain, and the annex highlights specific examples from the region which have been created by a range of state and non-state actors.

To promote **transparency**, most governments across the region have instituted open data portals to publicly share data related to various public administration themes as well as transparency portals to publicly share information about the use of public money and facilitate “right to information” requests.

To promote **publicity**, a common tool is monitoring portals (also commonly referred to as social observatories) which serve to organize and track data on specific issues or government processes. These portals are often dedicated to a specific “theme” such as procurement, budgeting, courts, or legislation. Another important type of tool is fact checking portals to verify information related to key public interest issues.

### C. OBJETIVE

**A user-friendly innovative digital solution that helps address the problem of low and declining trust in institutions.** The local governments across the region can adopt to re-connect citizens with governments and improve how they experience the state. We imagine a platform where citizens can make their voice heard, get information on government actions, services and responses, and come together around the issues they care about. We also imagine a platform that local institutions use to have a direct channel of communication with their constituents, allows them to have real-time data to respond effectively to citizen’s needs, feedback and actively and positively shape perception and build trust and ultimately enhances their capacity for planning.

### Specific Objective

Work closely with UNDP team in the design and delivery of a digital technology solution to help citizens and governments interact with each other in a way that improves trust and effective governance.

The project needs to create tangible benefits to two **target users**: citizens and local governments.

- **Citizens**, who want to be engaged in shaping the local community they live in:
  - **Simplify** the way citizens can make their voice heard—with the potential for fostering both greater inclusion and promoting collective action;
  - **Publicize** information on government actions, services and responses, improving how citizens receive information and feedback. This part of the value proposition is currently the least explored in existing digital citizen engagement initiatives;
  - **Facilitate** coalition building within the community around specific issues.
- **Local governments, municipalities and policy makers** who are willing to engage with their citizens in a dialogue and want to address challenges around trust and accountability:
  - **Establish** open channels of communication with citizens, through which they can provide relevant information, carry on consultations in real time, and enlist citizens to provide information that is relevant for decision making and planning;
  - **Respond** effectively to citizen feedback and actively and positively shape perception, creating the opportunity to build trust;
  - **Enhance** government capacity for improving interventions and planning by increasing access to real time information on citizen' needs and the challenges they are facing and allowing the co-creation of policies with citizens;
  - **Provide** neutral polling mechanisms, that can avoid captures or collective actions failures.



Figure 4: Circle for the improvement of trust relations between government and citizens, Source: UNDP, 2018

## **D. SCOPE OF SERVICES**

The provider will work closely with UNDP in the following 4 phases of the design and delivery process of a technological solution to bringing citizens closer to the state:

### **1. Discovery Phase**

During the discovery phase the provider will work with UNDP to provide the following services:

- Rapidly test the assumption that technology can indeed provide a mechanism to bring citizens closer to the state, to improve how the citizen experiences the state, and ultimately to improve the effectiveness of governance at the local level;
- Conduct a trend scanning from around the world on the most effective mechanisms (dealing with technology) to help bring citizens and the state closer;
- Come up with best practices for addressing the issue of low and declining trust in institutions, and test whether and how those practices are applicable in 2 localities (to be determined by UNDP) in Latin America and the Caribbean;
- Document process of discovery, creating a blueprint that can be replicated in localities across the region.

### **2. Definition and Design Phase**

Based on the results of the discovery phase the definition and design phase will home in on what the actual technological solution will encompass.

The following services will be delivered during this phase:

- Define the scope and design principles of the technological solution. This will include an analysis of the tangible benefits of the solution both for citizens and local governments, a clear definition of what the technical solution could do (i.e. allow citizens to report grievances, sign petitions, allow governments to publicize their work, etc.) and what it could not do;
- Define scope, technical and thematic areas to be explored in Beta version of the digital solution to be implemented in one pilot municipality (to be determined by UNDP);
- A detailed and comprehensive brief with the specification technology development;
- Clear documentation of the definition and design process so that it could be replicated in other municipalities.

### **3. Development Phase**

Based on the definition and design phase the development phase will focus on the actual development of the technology solution. The deliverables for this phase will include:

- A prototype of digital solution adaptable to different contexts;
- Beta version of digital solution adapted to the specific context of the pilot municipality (to be determined by UNDP);
- Testing with small group of users at pilot municipality to get feedback from both citizens and governments.

#### 4. Delivery Phase

Finally, in the delivery phase the provider will deliver the following:

- A prototype of technology solution adjusted according to user testing feedback that can be adaptable to different contexts;
- A beta version adjusted according to user testing feedback to be deployed in pilot municipality;
- Blueprint for the deployment of technology solution, that can be adapted to various contexts;
- A blueprint for deployment in pilot country so that pilot local government can take it to scale.

### E. DELIVERABLES

<b>Discovery Phase</b>	<ul style="list-style-type: none"><li>- Lead design workshop with team and stakeholders in pilot country;</li><li>- Trend scanning;</li><li>- Rapid assumption testing;</li><li>- Documentation of process.</li></ul>
<b>Definition and Design Phase</b>	<ul style="list-style-type: none"><li>- Define design principles;</li><li>- Define scope and thematic areas to be explored in Beta version of digital solution;</li><li>- Brief of specifications for technology development;</li><li>- Documentation of process.</li></ul>
<b>Development Phase</b>	<ul style="list-style-type: none"><li>- Develop Beta version of digital solution;</li><li>- Conduct testing with small group of users.</li></ul>
<b>Delivery Phase</b>	<ul style="list-style-type: none"><li>- A prototype of technology solution adjusted according to user testing feedback that can be adaptable to different contexts;</li><li>- A beta version adjusted according to user testing feedback to be deployed in pilot municipality;</li><li>- Blueprint for the deployment of technology solution, that can be adapted to various contexts;</li><li>- A blueprint for deployment in pilot country so that pilot local government can take it to scale.</li></ul>

### F. INSTITUTIONAL AGREEMENTS

The contractor will designate a team leader to be the focal point with UNDP and lead the team working on the technology solution.

The supervisor assigned by UNDP will review deliverables and authorize payments.

### G. DURATION OF WORK



The following times are estimated for delivery:

Discovery phase: End August  
Definition and design phase: End October  
Development phase: End November  
Delivery phase: End December

## H. LOCATION OF SERVICES

Services will be carried out from the location of the provider, with trips to pilot country and NYC to meet with UNDP team.

## I. COMPANY PROFILE AND KEY PERSONNEL

To provide these services, a company is required that can put together a team to work on the project that includes the following capacities:

<b>PROFESSIONAL</b>	<b>ESTIMATED WORKING DAYS</b>	<b>MAIN TASKS</b>
<i>1 Project Coordinator</i>	<i>15</i>	<i>Liaise with UNDP Documentation of process and blueprint creation</i>
<i>1 Designer</i>	<i>50</i>	<i>Design principles and scope Define scope in pilot country</i>
<i>1 Developer</i>	<i>15</i>	<i>Develop prototype and beta test of technological solution</i>
<i>1 Researcher /Tester</i>	<i>20</i>	<i>Trend scanning Rapid assumption testing User testing</i>

### Company Profile

Minimum years of experience: 5 years.

- Company specializing in design and development of innovative solutions to cutting edge challenges;
- Demonstrated experience in the development of successful technological solutions to solve social problems;
- Demonstrated knowledge working with the SDGs;
- Companies will need to put at the disposal of the Project a team of professional to deliver the services described above. At least the project coordinator, will need to be fluent in Spanish. The company will need include the CVs of all team members;
- Interested companies that meet requirement will need to participate in a design workshop in mid-August (location TBD) to pitch their vision to the team.

## J. PAYMENT

#	DELIVERABLE	PERCENTAGE OF PAYMENT
1	<i>After kick-off workshop</i>	10%
2	<i>After finalizing Discovery Phase</i>	30%
3	<i>After finalizing Definition and Development Phase</i>	30%
4	<i>After finalizing Delivery Phase</i>	30%

Payments will be made against deliverables after the completion of each phase of the Project, pending approval by project supervisor.

Travel will be covered directly by UNDP and travel cost should not be included in the proposal.

Payments will be conditional to the signature and approval of project coordinator.

## L. ANNEXES

## EVALUATION MATRIX

The technical and financial aspects of every proposal submitted will be evaluated using the following matrix:

EVALUATION MATRIX		
Technical Evaluation		Max. Points 100
1	<p>Minimum 5 years of experience.</p> <ul style="list-style-type: none"> <li>Yes = 10 points</li> <li>No = 0 points.</li> </ul>	30
2	<p>Composition of professional team, to include at least 1 project coordinator (fluent in Spanish), 1 designer, 1 developer, 1 researcher.</p> <p>Full team is presented, each team member will be evaluated based on:</p> <ul style="list-style-type: none"> <li>More than 3 years of relevant experience = 16-25 points</li> <li>Between 2 and 3 years of relevant experience = 11 -15 points</li> <li>Between 1 y 2= 6 -10 points</li> <li>Less than 1 year = 1- 5 points</li> <li>No demonstrated relevant experience = 0 puntos</li> </ul> <p>CV presented will be used to determine score.</p>	30
3	Demonstrated experience in design and development of innovative solutions to cutting edge challenges.	30
4	Demonstrated experience in the development of successful technological solutions to solve social problems.	30
5	Demonstrated knowledge working with the SDGs.	30
TOTAL		100