



## REQUEST FOR PROPOSAL (RFP)

ALL INTERESTED	DATE: August 17, 2021
	REFERENCE: 384-2021-UNDP-UKR-RFP-DIA

Dear Sir / Madam:

We hereby invite you to submit your Proposal for performing **for services linked to expanding the functionality of the "Diia.gov.ua" portal (Electronic application for IDP-related services)**.

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

Proposals may be submitted on or before close of business **Tuesday, August 31, 2021 , till 23:59 Kyiv time** via email to the address below:

**United Nations Development Programme**  
**tenders.ua@undp.org**  
**Procurement Unit**

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 the .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 4.

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.html>

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 :

[https://www.un.org/Depts/ptd/sites/www.un.org.Depts.ptd/files/files/attachment/page/pdf/unsc/coduct\\_english.pdf](https://www.un.org/Depts/ptd/sites/www.un.org.Depts.ptd/files/files/attachment/page/pdf/unsc/coduct_english.pdf)

Thank you and we look forward to receiving your Proposal.

Sincerely yours,



Ms. Agnes Kochan,  
Operations Manager UNDP

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## Annex 1

## Description of Requirements

Context of the Requirement	<b>Project name: Digital, Inclusive, Accessible: Support to Digitalization of Public Services in Ukraine (DIA Support)</b>
Implementing Partner of UNDP	The Ministry of Digital Transformation of Ukraine
Brief Description of the Required Services <sup>1</sup>	<p>The main objective of the assignment, to be completed by a highly qualified vendor of software development services, is to help MDT, as well as its subsidiary bodies (e.g., "Diia" state-owned enterprise / "Diia" SOE) expand the functionality of the already operational and duly certified "Diia.gov.ua" portal with following IDP services:</p> <ul style="list-style-type: none"> <li>• declaration of changes in the actual place of residence / stay of IDP;</li> <li>• IDP monthly targeted assistance (living expenses and utilities):</li> </ul> <p>- prolongation;</p> <p>- termination.</p>
List and Description of Expected Outputs to be Delivered	As per TOR in Annex 2
Person to Supervise the Work/Performance of the Service Provider	<i>DIA Support Project Manager</i>
Frequency of Reporting	<i>As required, regular progress meetings on request of the Supervisor</i>
Progress Reporting Requirements	<p>The Contractor shall report to the DIA Support Senior IT Specialist under supervision and guidance of DIA Support Project Manager</p> <p>The Quality Assurance team consisting of DIA Support Project manager, DIA Support Senior IT Specialist, representatives from MDT and/or "Diia" SOE (by agreement), representatives from the MSP and/or "IOC" SOE (by agreement), additional external experts as necessary perform acceptance testing and review of provided deliverables.</p>
Location of work	<input type="checkbox"/> Exact Address/es [pls. specify] <input checked="" type="checkbox"/> At Contractor's Location
Expected duration of work	3 months
Target start date	20 September, 2021
Latest completion date	20 December, 2021
Travels Expected	N/A

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

Special Security Requirements	<input type="checkbox"/> Security Clearance from UN prior to travelling <input type="checkbox"/> Completion of UN's Basic and Advanced Security Training <input type="checkbox"/> Comprehensive Travel Insurance <input type="checkbox"/> Others <i>[pls. specify]</i>
Facilities to be Provided by UNDP (i.e., must be excluded from Price Proposal)	<input type="checkbox"/> Office space and facilities <input type="checkbox"/> Land Transportation <input type="checkbox"/> Others <i>[pls. specify]</i>
Implementation Schedule indicating breakdown and timing of activities/sub-activities	<input checked="" type="checkbox"/> Required <input type="checkbox"/> Not Required
Names and curriculum vitae of individuals who will be involved in completing the services	<input checked="" type="checkbox"/> Required <input type="checkbox"/> Not Required Please indicate clear roles in implementation team in accordance with required team minimum reflected in TOR
Currency of Proposal	<input checked="" type="checkbox"/> United States Dollars <input type="checkbox"/> Euro <input checked="" type="checkbox"/> Local Currency The proposal will be fixed in the currency proposed. Please propose in only one of applicable currencies. In case of proposal in local currency, the amount will be converted to USD based on UNORE currency rate for comparison. Local suppliers with contracts fixed in USD are paid in local currency based on UNORE rate for the date of payment. <a href="https://treasury.un.org/operationalrates/OperationalRates.php">https://treasury.un.org/operationalrates/OperationalRates.php</a>
Value Added Tax on Price Proposal	<input type="checkbox"/> must be inclusive of VAT and other applicable indirect taxes <input checked="" type="checkbox"/> must be exclusive of VAT and other applicable indirect taxes
Validity Period of Proposals ( <i>Counting for the last day of submission of quotes</i> )	<input checked="" type="checkbox"/> 60 days <input type="checkbox"/> 90 days <input type="checkbox"/> 120 days  In exceptional circumstances, UNDP may request the Proposer to extend the validity of the Proposal beyond what has been initially indicated in this RFP. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Proposal.
Partial Quotes	<input checked="" type="checkbox"/> Not permitted <input type="checkbox"/> Permitted
Payment Terms	The payment shall be arranged upon completion, presentation and UNDP approval of the Deliverables as listed in TOR.

Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment	DIA Support Project Manager
Type of Contract to be Signed	<input type="checkbox"/> Purchase Order <input type="checkbox"/> Institutional Contract <input checked="" type="checkbox"/> Contract for Professional Services <input type="checkbox"/> Long-Term Agreement <input type="checkbox"/> Other Type of Contract
Criteria for Contract Award	<input type="checkbox"/> Lowest Price Quote among technically responsive offers <input checked="" type="checkbox"/> Highest Combined Score (based on the 70% technical offer and 30% price weight distribution) <input checked="" type="checkbox"/> Full acceptance of the UNDP Contract General Terms and Conditions (GTC). This is a mandatory criterion and cannot be deleted regardless of the nature of services required. Non-acceptance of the GTC may be grounds for the rejection of the Proposal.
Criteria for the Assessment of Proposal	<b><u>Technical Proposal (70%)</u></b> <input checked="" type="checkbox"/> Expertise of the Firm <i>[indicate percentage]</i> <input checked="" type="checkbox"/> Methodology, Its Appropriateness to the Condition and Timeliness of the Implementation Plan <i>[indicate percentage]</i> <input checked="" type="checkbox"/> Management Structure and Qualification of Key Personnel <i>[indicate percentage]</i>  <b><u>Financial Proposal (30%)</u></b> To be computed as a ratio of the Proposal's offer to the lowest price among the proposals received by UNDP.
UNDP will award the contract to:	<input checked="" type="checkbox"/> One and only one Service Provider <input type="checkbox"/> One or more Service Providers, depending on the following factors
Contract General Terms and Conditions <sup>2</sup>	<input checked="" type="checkbox"/> General Terms and Conditions for contracts (goods and/or services) <input type="checkbox"/> General Terms and Conditions for de minimis contracts (services only, less than \$50,000)  Applicable Terms and Conditions are available at: <a href="http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html">http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html</a>
Annexes to this RFP	<input checked="" type="checkbox"/> Form for Submission of Proposal (Annex 3) <input checked="" type="checkbox"/> Detailed TOR (Annex 2) <input type="checkbox"/> Others

<sup>2</sup> Service Providers are alerted that non-acceptance of the terms of the General Terms and Conditions (GTC) may be grounds for disqualification from this procurement process.

<p>Contact Person for Inquiries (Written inquiries only)<sup>3</sup></p>	<p><i>Procurement Unit UNDP Kyiv, Ukraine Procurement.ua@undp.org</i></p> <p>Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers.</p>
<p>Documents to be submitted with the proposal</p>	<ul style="list-style-type: none"> <li>• Organizational profile which should not exceed ten (10) pages but should include references to previous experiences, work with state entities and provide other information necessary to make an informed selection based on the company's reputation and track record;</li> <li>• Technical proposal, explaining how the company proposes to approach the task at hand and overcome possible difficulties and risks;</li> <li>• At least 2 letters of reference from previous clients specifying the types of services that were rendered;</li> <li>• Description of the proposed team, including CVs of the team suggested and relevant data that allows to assess their experience in similar engagements;</li> <li>• Copy of state registration document and taxpayer certificate;</li> <li>• Copy of balance sheets past 2 recent years for evaluation of financial sustainability;</li> <li>• A financial proposal in line with the instructions provided in the RFP.</li> </ul> <p><b>Note: the financial proposal shall be in a password-protected archive and separate from the technical proposal. The password to the financial proposal archive shall not be provided unless requested and shall not be included with the original submission – in the cover letter or any other submission part.</b></p>

<sup>3</sup> This contact person and address is officially designated by UNDP. If inquiries are sent to other person/s or address/es, even if they are UNDP staff, UNDP shall have no obligation to respond nor can UNDP confirm that the query was received.

Other Information [pls. specify]	<p><b>Pre-bid conference will be conducted</b></p> <p><b>20.08.2021, at 12:00</b>  <b>Via Zoom</b></p> <p>To express your interest to take part please send notification to <a href="mailto:procurement.ua@undp.org">procurement.ua@undp.org</a>, <b>point out tender reference in subject</b>, the title of the company, names and positions of the representatives including contact details in the body of e-mail. Link to skype conference will be provided upon processing your inquiry.</p> <p><b>Electronic submission requirements:</b></p> <ol style="list-style-type: none"> <li>1. Format: PDF files, <b>ZIP archives only</b></li> <li>2. File names must be maximum 60 characters long and must not contain any letter or special character other than from Latin alphabet/keyboard.</li> <li>3. All files must be free of viruses and not corrupted.</li> <li>4. <b>Password for financial proposal must not be provided to UNDP until requested by UNDP. Provision of non-password protected financial proposal leads to disqualification from the tender process.</b></li> <li>5. Time Zone to be Recognized: [Kyiv +2]</li> <li>6. Max. File Size per transmission: 5 MB</li> <li>7. Mandatory subject of email: <b>384-2021-UNDP-UKR-RFP-DIA, Part №....  From (total quantity of parts in submission)</b></li> <li>8. Application forms to be filled in any of the languages listed: English/Ukrainian; supporting documents such as local registration/licenses/certificates issued in local language may be provided without translation.</li> <li>9. <b>Please do not duplicate your submission to procurement.ua@undp.org. This address is used only for questions and answers.</b></li> <li>10. Other conditions: Proposers are solely responsible for ensuring that any and all files sent to UNDP are readable, that is, uncorrupted, in the indicated electronic format, and free from viruses and malware. Failure to provide readable files will result in the proposal being rejected.</li> </ol>
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**Annex 2**

**Terms of Reference  
for services linked to expanding the functionality of the "Diia.gov.ua" portal  
(Electronic application for IDP-related services)  
RFP/2021/384**

<b>Project name:</b>	UNDP: Digital, Inclusive, Accessible: Support to Digitalisation of State Services in Ukraine (DIA Support) Project
<b>Starting date of assignment:</b>	20 September 2021
<b>End date (if applicable):</b>	On or before 20 December 2021
<b>Management arrangements:</b>	Reporting to the DIA Support Project Manager
<b>Selection method:</b>	Highest Combined Score (based on the 70% technical offer and 30% price weight distribution). Two-step procedure with the highest number of points in a combined assessment of both technical qualifications and the price proposal
<b>Payment arrangements:</b>	30 days net upon provision of deliverables duly accepted by UNDP in accordance with the schedule.

**1. BACKGROUND**

Ukraine has made significant strides in digitalizing the state and its functions. Successes of the Prozorro system, implementation of the national interoperability system for state registries (Trembita), increasing the transparency of the public sector through the open-data initiative, development of digital public services under "My State in My Smartphone" initiative are well-known and documented. The Ministry of Digital Transformation (MDT), created in 2019, aims at continuing and expanding this trend. Most recently, the Government-launched the "Diia.gov.ua" e-services delivery web-portal and its namesake mobile application. These digital products embody the newest trends of digitalization for citizens.

With support from its partners, MDT aims to rapidly develop new and improved e-services that will offer an enjoyable and secure experience. Recently Ukraine saw the development and implementation of several high-profile e-services in different spheres – business registration, construction, birth related services (eMalyatko), and others. At the very end of 2020, MDT launched a mechanism for individual entrepreneurs to apply for state support in the most battered economic sectors. E-service expansion, especially throughout the COVID-19 pandemic, helps citizens get no-contact access to governmental services. Such services also cut state administrative costs, bringing about more transparency into government-citizen interactions and slashing petty corruption.

Yet, rapid development of e-services poses a new challenge – widening the digital divide, that can marginalize people with disabilities, elderly, economically disenfranchised, those living in areas without internet access. With this in mind, UNDP starts its new project - Digital, Inclusive, Accessible:

Support to Digitalization of State Services in Ukraine (DIA Support) Project, that aims to support e-service development rooted in the Human Rights Based Approach (HRBA).

A socio-economic context analysis helps determine general priorities for choosing specific populations that need digital solutions adapted to their needs and capabilities. For example, retired women who have the status of internally displaced persons (IDPs) and live in extreme poverty suffer multiple vulnerabilities. According to the UN, in 2017, about 1.5 million IDPs were registered in Ukraine, with two-thirds of them being the elderly, and predominantly women. In rural areas, 48 percent of women lack access to adequate health care, 36 percent of women did not participate in decision-making in their communities, and 67 percent did not have access to broadband Internet at home.

In the Ukrainian context, groups that often fall through the cracks include women and men living below the poverty line; the elderly; women and men with different types of disabilities; women living in rural areas; young people living in conflict-affected areas; ethnic minorities (particularly the Roma) and the IDPs. Veterans returning to civilian life are another group in focus. Appropriate digital solutions for these target groups are likely to differ from the models that are suitable for large-city dwellers or those with a medium or above-medium income and round-the-clock access to quality Internet.

## **2. MAIN OBJECTIVE OF THE ASSIGNMENT**

Ministry of Digital Transformation of Ukraine is constantly working on creation, simplification and automation of government e-services including update and migration of already working services to the "Diia.gov.ua" portal which expands exponentially. Over the last several months, the Ministry of Digital Transformation of Ukraine, the Ministry for Reintegration of Temporary Occupied Territories of Ukraine (MinTOT), the Ministry of Social Policy of Ukraine (MSP) as well as other relevant state entities have been discussing the possibility for developing new digital services for IDPs. There are three services that are planned for implementation on the "Diia.gov.ua" portal:

- declaration of changes in the actual place of residence / stay of IDP;
- IDP monthly targeted assistance (living expenses and utilities) prolongation;
- IDP monthly targeted assistance (living expenses and utilities) termination.

Nowadays, if an IDP changes their actual place of residence, two scenarios are possible:

- If the person moves out of the administrative-territorial unit (city, amalgamated territorial community), they shall apply for a new IDP certificate to the authorized body at the place of actual residence. Meanwhile, the previously issued certificate is revoked and new information is submitted into the MSP IDP database;
- If the person moves within the boundaries of the administrative-territorial unit - a new certificate is not issued, and the IDP informs the authorized body, which submits information about the change of the actual place of residence into the MSP IDP database.

This procedure is available offline only and in case of residence / stay change within one administrative-territorial unit the information in person's IDP certificate becomes outdated and does not match the new information in the MSP IDP database.

IDPs in Ukraine are also entitled to cash benefits that may be renewed every six months in accordance with paragraph 5 of the Procedure for providing monthly targeted assistance to internally displaced persons to cover living expenses, including housing and communal services, approved by the Cabinet of Ministers of Ukraine on October 1 2014 № 505. To receive such cash benefits for the next six months, an authorized family member submits an application informing of the absence of changes that affect the criteria for providing financial assistance, as well as presents certificates of registration of internally displaced persons of all family members.

Contrary to the spirit of the regulation, IDPs, in reality, are oftentimes required to submit the whole document package anew (including certificates from work and school, the housing lease agreements, excerpts from bank accounts, copies of passport data and other paperwork). This increases the load on the IDPs and violates current legislation that regulates relevant services. Moreover, today, the service is provided exclusively offline, although the law allows for the submission of applications in electronic form through the official MSP website, integrated information systems of local authorities or the Single State Web Portal of electronic services ("Diia"). In the latter case, while regulations allow for submission of this information through "Diia", there is no electronic service yet in place to make this possible.

UNDP has received an official request from the Ministry of Digital Transformation of Ukraine to implement these three services through the "Diia.gov.ua" portal. This includes expanding of the existing "Diia.gov.ua" functionality (adding the relevant application forms), ensuring verification of data provided by the users with the Ministry of Social Policy of Ukraine databases and other government IT systems and, and sending the verified applications to the Ministry of Social Policy of Ukraine IT systems for further processing.

The main objective of the assignment, to be completed by a highly qualified vendor of software development services, is to help MDT, as well as its subsidiary bodies (e.g., "Diia" state-owned enterprise / "Diia" SOE) expand the functionality of the already operational and duly certified "Diia.gov.ua" portal with following IDP services:

- declaration of changes in the actual place of residence / stay of IDP;
- IDP monthly targeted assistance (living expenses and utilities):
  - prolongation;
  - termination.

The "back-office" part for implementation of these services will be handled within the IT systems run by the MSP. Distribution of "front-office" scope of work and "back-office" scope of work is visualized in table below:

<b>Task type</b>	<b>"Front-office" scope</b>	<b>"Back-office" scope</b>
<i>Interface forms creation</i>	Creation of relevant application forms and feedback forms	-
<i>Data storage system creation/modification</i>	Storing application data created by user and responses received from corresponding systems	Storing and processing applications data received from the "Diia.gov.ua" portal
<i>Secure data exchange implementation</i>	Sending request for data validation, sending applications for processing to relevant IT systems, receiving notification and processing results from corresponding systems	Responding for requests for data validation, receiving data from the "Diia.gov.ua" portal, sending notifications and processing results to the "Diia.gov.ua" portal

The service shall be extensively tested with different target groups to ensure a fully accessible, equitable and inclusive user experience. A draft vision of business-process re-engineering shall also be discussed with diverse user groups. Apart from designing the front-end application forms for users, the vendor will be responsible for creating a duly secured data exchange channel to verify application information and to transfer applications to the relevant Ministry of Social Policy of Ukraine IT systems. More details on the expected deliverables are presented in the next section.

### 3. SCOPE OF WORK AND EXPECTED OUTPUTS

The selected vendor will work under supervision and guidance of UNDP with close cooperation with the Ministry of Digital Transformation, the “Diia” SOE or other relevant entities to expand the functionality of the “Diia.gov.ua” portal. After the necessary expansions and updates, a registered user of the “Diia.gov.ua” portal, would be able to:

- Authenticate themselves to enter the portal via BankID, MobileID, digital signature or Diia.Pidpis (already available);
- Choose one of the IDP services from the list of e-services available on the “Diia.gov.ua” portal;
- Access the relevant application form for the chosen service **(to be designed by the vendor);**
- Throughout the application process, get verified against the relevant MSP databases **(API secure data exchange and verification with the MSP IDP database or other MSP IT system if required);**
- Throughout the application process, get verified against other state databases, should that be necessary, to pre-validate data in the draft application form **(API secure data exchange and verification confirmation to be designed by the vendor);**
- Securely sign and ship the application, through the “Diia.gov.ua” portal to the relevant Ministry of Social Policy IT system for further processing **(channel and algorithms for transfer of application data to be designed by the vendor; once the data is successfully submitted, processing on the “Diia.gov.ua” end is complete);**
- Receive a notification from the “Diia.gov.ua” portal of processing steps of an application and resulting documents (if applicable).

This TOR covers only the “frontend” operations that are handled on the “Diia.gov.ua” portal and excludes “backend” works on the Ministry of Social Policy side. The “frontend” development includes:

- Design and implementation of application forms for services listed in this ToR;
- Creation of secure data exchange with relevant MSP IT Systems;
- Implementation of feedback collecting regarding service quality.

The following functionality should be available for the end-users of the expanded “Diia.gov.ua” portal both on the client and government side:

1. **Citizen-clients** – citizens of Ukraine (18 years of age and older) are able to fill out, sign and submit an application in electronic form via “Diia.gov.ua” portal for
  - declaration of changes in the actual place of residence / stay of IDP;
  - IDP monthly targeted assistance (living expenses and utilities):
    - continuation;
    - termination.

2. **MSP** – receive the information provided by citizen-clients in their applications, process this information in their own IT system, inform citizen-clients on processing results via “Diia.gov.ua” portal.

The following data exchange connections should be implemented between the “Diia.gov.ua” portal and external IT systems and databases:

1. **Data exchange with the MSP IDP database** for verification of applicant information and pre-filling of application for service provision, obtaining and checking of IDP certificate.
2. **Data exchange with the MSP “Social Hromada” system** for submission of IDP services applications and receiving of application processing information.

“Trembita” data exchange system should be used as a secure transport for data exchange if corresponding system has established connection via “Trembita”.

The logic of the business-process for **declaration of changes in the actual place of residence / stay of IDP** includes the following steps (the finalized chain may differ from the one presented below):

1. A user logs in through the means of authorization envisaged by the “Diia.gov.ua” portal.
2. The user selects “declaration of changes in the actual place of residence / stay of IDP” service.
3. The user’s data is validated against the MSP IDP database:
  - If a validation was completed successfully (user is found in IDP database) – user can continue with the application;
  - If there is no record about the user in the IDP database – the corresponding message should be displayed and application process is blocked.
4. The portal gets information about user from the “Diia.gov.ua” user profile and pre-fills the application form.
5. The user fills in new residence / stay address.
6. The application form in PDF format is generated. The user reviews the application, signs it with an electronic signature and sends for processing.
7. The portal sends the application to the MSP IT system for processing.
8. The application is processed by the MSP IT system specialist and response with processing results is sent back to the “Diia.gov.ua” portal via information exchange system. The response should contain new IDP certificate signed with an official digital signature.
9. After information update in the IDP register the IDP certificate in the Diia application should be updated automatically.
10. The “Diia.gov.ua” portal informs the applicant about the outcome of the application.
11. The “Diia.gov.ua” sends a feedback form to the user.

The logic of the business-process for **IDP monthly targeted assistance (living expenses and utilities) continuation/termination** includes the following steps (the finalized chain may differ from the one presented below):

1. A user logs in through the means of authorization envisaged by the “Diia.gov.ua” portal.
2. The user selects the service type they want to receive.
3. The user’s data is validated against the MSP IDP database:
  - If a validation was completed successfully (user is found in IDP database, user receives monthly targeted assistance for living expenses) – user can continue with the application.
  - If there is no record about the user in the IDP database or user is not receiving monthly targeted assistance – the corresponding message should be displayed, and application process is blocked.

4. The portal gets information about user from the "Diia.gov.ua" user profile and corresponding Ministry of Social Policy IT system and pre-fills the application form.
5. The application form in PDF format is generated. The user reviews the application, signs it with an electronic signature and sends for processing.
6. The portal sends the application to the Ministry of Social Policy of Ukraine IT system for processing.
7. The application is processed by the Ministry of Social Policy of Ukraine IT system specialist and response with processing results is sent back to the "Diia.gov.ua" portal via information exchange system.
8. The "Diia.gov.ua" portal informs the applicant about the outcome of the application.
9. The "Diia.gov.ua" sends a feedback form to the user.

The data input fields in all service forms must have appropriate checks of format and logic.

### Requirements for accessibility

All elements as displayed to the users of this "Diia.gov.ua" portal functionality ought to meet the standards set forth in the [Cabinet of Ministers Decree #493 as of 12 June 2019](#). Amongst other things, the functionality should be accessible to persons with disabilities (be compliant with Web Content Accessibility Guidelines (WCAG) 2.0. at the "AA" level). Testing of the compliance level should be done through the use of <http://wave.webaim.org> automated testing tool and be provided as part of one of the deliverables.

### Deliverables

Deliverable #	Task description	Deadline
<b>Deliverable 1</b>	Detailed technical requirements for the development of functionality of the "Diia.gov.ua" portal and other aspects of the overall electronic service, as vetted and internally approved by the MDT and / or "Diia" SOE, with final approval by UNDP. The package should include, at a minimum, (a) detailed terms of reference or other specifications based on the underlying regulations that govern the relevant IDP services, (b) specifications for data exchange between the "Diia.gov.ua" portal and the Ministry of Social Policy of Ukraine IT systems as well as other registries required for provision of the IDP services (c) other specifications and documents, as stipulated by Ukraine's government regulations as may be necessary to operate the expanded "Diia.gov.ua" portal functionality.	Within 10 working days after signing the Contract
<b>Deliverable 2</b>	Software package for functionality of the "Diia.gov.ua" portal: <ul style="list-style-type: none"> <li>• Software code developed throughout the assignment on an external storage device (disk, external drive, or other electronic storage element). Requirements for the format and the carrier will be defined by the MDT and / or "Diia" SOE;</li> </ul>	Within 50 working days of completing Deliverable 1

	<ul style="list-style-type: none"> <li>• Documentation for the expanded functionality of the "Diia.gov.ua" portal that includes, at the minimum, (a) developers' notes or other document that describes the software product developed, (b) brief set of instructions for the "Diia" SOE engineers operating, deploying, troubleshooting or otherwise interacting with the expanded functionality, (c) other specifications and documents, as stipulated by Ukraine's government regulations as may be necessary to operate the expanded "Diia.gov.ua" portal functionality;</li> <li>• Report on level of WCAG compliance (automated testing report);</li> <li>• Report on beta-testing with different target groups to ensure a fully-accessible, equitable and inclusive user experience;</li> <li>• Final Act of Acceptance of Works from the MDT and / or "Diia" SOE, stipulating that the works have been completed in due manner and accepted by the recipient, approved by UNDP.</li> </ul>	
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#### 4. MONITORING / REPORTING REQUIREMENTS:

The Contractor shall report to the DIA Support Senior IT Specialist under supervision and guidance of DIA Support Project Manager

The Quality Assurance team consisting of DIA Support Project manager, DIA Support Senior IT Specialist, representatives from MDT and/or "Diia" SOE (by agreement), representatives from the MSP and/or "IOC" SOE (by agreement), additional external experts as necessary perform acceptance testing and review of provided deliverables.

The payment shall be arranged upon completion, presentation, Quality Assurance team written acceptance and UNDP approval of the Deliverables as listed in the table above. The final report shall be submitted to UNDP no later than 20 December 2021 or as indicated in the relevant contract.

Neither UNDP nor the vendor shall be held accountable for producing necessary documentation in the area of information protection or as related to complex systems of information protection. Intellectual property rights to the software code shall be transferred to relevant state agencies, and neither UNDP nor the vendor shall be held liable for deployment, upkeep, proper and legal operation of the systems.

All documents should be transmitted to UNDP electronically (formats of \*.docx, \*.xlsx, \*.pptx, \*.pdf or other commonly used formats) in the Ukrainian language. UNDP will provide payments upon provision of deliverables duly certified by UNDP per the table above.

The payment shall be arranged in stages in accordance with the proposed payment scheme below and upon acceptance of the deliverables based on quality control and acceptance of

recommendations. The Contractor shall comply with the quality assurance system of UNDP, and provide the necessary information, reports and statistics according to a preliminary determined schedule or as soon as possible (within a reasonable period of time).

In particular, the payment schedule will be as follows:

- Deliverable 1 – 40%
- Deliverable 2 – 60%

## 5. REQUIREMENTS FOR THE CONTRACTOR

The task foresees that the following minimum requirements are in place for the companies applying to perform the works as specified above:

- A properly registered **organization (private company or non-profit entity, state-owned or communal enterprises conducting commercial activity)**.
- At least **5 (five) years of experience** in the market of software development, as demonstrated by the company profile that is to be submitted with the proposal;
- Proof of at least **2 (two) projects** (software packages, designed information systems) carried out **with state entities at the central level** (any government branch) or **international organizations / technical assistance projects**, as demonstrated by the company profile that is to be submitted with the proposal;
- At the minimum, a **team** of the following specialists on board (labor agreement, private entrepreneur contract or other contractually fixed form of engagement):
  - **System Architect / Team Leader:**
    - Education: advanced University degree (Master's/ Specialist) or equivalent in IT, Information system management, Computer science, Mathematics, Physics or related field.
    - Experience: at least 7 (seven) years of professional experience in managing teams to build similar electronic systems
    - Portfolio of at least 10 successfully completed projects similar to this one
    - Experience of working with the Diia system or with similar citizen-oriented software systems is an asset;
  - **Senior Software Engineer:**
    - Education: advanced University degree (Master's/ Specialist) or equivalent in IT, Information system management, Computer science, Mathematics, Physics or related field
    - Experience: at least 5 (five) years of professional experience in building similar systems
    - Portfolio of at least 10 successfully completed projects similar to this one
    - Experience of working with the Diia system or with similar citizen-oriented software systems is an asset;
  - **Junior Software Engineer / Tester:**
    - University degree in IT, Information system management, Computer science,



Mathematics, Physics or related field or demonstrated professional training in the relevant field (taken as substitute of higher education in the sphere)

- Experience: at least 2 (two) years of testing software systems at the UX level and for proper internal functioning
- Portfolio of at least 10 successfully completed projects similar to this one

## 6. DOCUMENTS TO BE SUBMITTED IN TECHNICAL PROPOSAL

- **Organizational profile** which should not exceed ten (10) pages but should include references to previous experiences, work with state entities and provide other information necessary to make an informed selection based on the company's reputation and track record;
- **Technical proposal** explaining how the organization proposes to approach the task at hand and overcome possible difficulties and risks;
- At least 2 **letters of reference** from previous clients specifying the types of services that were rendered;
- Description of the **proposed team**, including CVs of the team suggested and relevant data that allows to assess their experience in similar engagements;
- **Copy of state registration document and taxpayer certificate;**
- **Copy of balance sheets past 2 recent years for evaluation of financial sustainability;**
- A **financial proposal** in line with the instructions provided in the RFP.

## 7. EVALUATION CRITERIA

A two-stage procedure is utilized in evaluating the proposals, with an evaluation of the technical proposal being completed prior to any price proposal being opened and compared. The price proposals will be opened only for submissions that have passed the minimum technical score of 70% (or 490 points) of the obtainable score of 700 points in the evaluation of the technical proposals. At the First Stage, the technical proposal is evaluated on the basis of its responsiveness to the Terms of Reference (TOR) and as per below Evaluation Criteria.

At the Second Stage, the price proposals of all offerors, who have attained minimum 70% score in the technical evaluation, shall be reviewed.

The overall evaluation shall result from a cumulative analysis, under which the technical and financial aspects will have pre-assigned weights on 70% and 30% of the overall score, respectively. The lowest cost financial proposal (out of technically compliant) will be selected as a baseline and allocated the maximum number of points obtainable for the financial part (i.e. 300). All other financial proposals will receive a number of points inversely proportional to their quoted price; e.g. 300 points x lowest price / quoted price.

The winning proposal shall be the one with the highest number of points after the points obtained in both technical and financial evaluations, respectively, are added up. The contract will be awarded to the bidder who had submitted the winning proposal.

### Technical evaluation criteria

Summary of Technical Proposal Evaluation Form		Score weight	Max points obtainable	Company (organization, non-profit, academic institution) profile			
1	Expertise and standing of the company submitting the proposal	36%	250				
2	Proposed technical approach	28%	200				
3	Qualification of Key Personnel	36%	250				
<b>Total</b>		<b>100%</b>	<b>700</b>				
<b>Remarks</b>							

Evaluation forms for technical proposals follow. The obtainable number of points specified for each evaluation criterion indicates the relative significance or weight of the item in the overall evaluation process.

The Technical Evaluation Forms are:

Form 1. Expertise and standing of the company submitting the proposal

Form 2. Proposed technical approach

Form 3. Personnel

Technical Proposal Evaluation Form 1		Points obtainable	Company		
			A	B	C
Expertise and standing of the organization submitting the proposal					
1.1	Reputation of Organization and Staff / Credibility / Reliability / Industry Standing <ul style="list-style-type: none"><li>Well-known reputable market player, demonstrating financial stability – 50 points;</li><li>Small-size organization, meeting minimum requirements to experience and financial standing – 40 points.</li></ul>	50			
1.2	Positive feedbacks from previous clients (including government clients and counterparts, if applicable) regarding relevant projects and the quality of works completed as embodied in the letters of recommendation. <ul style="list-style-type: none"><li>5 or more letters of recommendation that quote excellent performance – 50 points;</li><li>3-4 letters of recommendation that quote highly satisfactory or excellent performance – 45 points;</li><li>At least 2 letters of recommendation that quote satisfactory performance – 40 points.</li></ul>	50			
1.3	Years of experience in the market of software development, as demonstrated by the company profile that is to be submitted with the proposal <ul style="list-style-type: none"><li>Over 10 years – 60 points;</li><li>From 8 to 10 years – 50 points;</li><li>From 5 to 7 years – 40 points;</li></ul>	60			

1.3	<p>Relevance of the 2 (two) projects (software packages, designed information systems) carried out with state entities at the central level (any government branch) or international technical assistance projects, as demonstrated by the company profile</p> <ul style="list-style-type: none"> <li>• 3 (three) or more highly relevant projects, considering the scope and nature of services provided – 70 points;</li> <li>• At least 2 (two) highly relevant projects, considering the scope and nature of services provided – 65 points;</li> <li>• At least 2 (two) relatively relevant projects, which scope or nature are slightly relevant – 60 points.</li> </ul>	70			
1.4	Previous work with the "Diia.gov.ua" portal as an asset	20			
Total for Form 1		<b>250</b>			

Technical Proposal Evaluation Form 2		Points Obtainable	Company		
			A	B	C
Proposed technical approach					
2.1	Clarity and relevance of the proposed approach: <ul style="list-style-type: none"><li>• Highly-detailed methodology and clear identification of implementation steps – 75 points;</li><li>• Demonstrated understanding of all necessary stages and complexity of the assignment - 65 points;</li><li>• Proposed approach requires clarifications and further development - 60 points.</li></ul>	Up to 75			
2.2	Insightful risk analysis and proposed ways to reduce / address risk: <ul style="list-style-type: none"><li>• Clear and realistic identification of all potential risks involved and thoughtful strategy for their mitigation – 75 points;</li><li>• Adequate risk mitigation strategy proposed – 70 points;</li><li>• General understanding of context and goals of further system development – 65 points</li><li>• Multiple risks are omitted or ignored, no clear strategy for risk mitigation, context understanding is low – 60 points</li></ul>	Up to 75			

2.3	Presentation of understanding TOR requirements and proposed timetable / schedule of implementation: <ul style="list-style-type: none"> <li>• Clear presentation promising realistic and efficient implementation of the project, timetable in line with requirements of TOR – 50 points</li> <li>• Overall understanding of the assignment, timetable to be clarified and adjusted – 45points</li> </ul>	50			
Total for Form 2		<b>200</b>			

Technical Proposal Evaluation Form 3		Points Obtainable	Company		
			A	B	C
Personnel					
	<b>System Architect / Team Leader (one person)</b>				
3.1	Education: advanced University degree (Master’s/ Specialist) or equivalent in IT, Information system management, Computer science, Mathematics, Physics or related field. <ul style="list-style-type: none"><li>• PhD or post-doctoral degree – 20 points</li><li>• At least Master’s/ Specialist degree – 15 points</li></ul>	20			
3.2	Experience: at least 7 (seven) years of professional experience in managing teams to build similar electronic systems. <ul style="list-style-type: none"><li>• Over 13 years – 35 points</li><li>• From 8 to 13 years - 25 points</li><li>• At least 7 years – 20 points</li></ul>	35			
3.3	Portfolio of successfully completed projects similar to this one. <ul style="list-style-type: none"><li>• Over 20 – 30 points</li><li>• Between 11 and 19 – 25 points</li><li>• At least 10 – 20 points</li></ul>	35			
3.4	Experience of working with the Diia system or with similar citizen-oriented software systems	10			
	<b>Subtotal</b>	Up to 100			
	<b>Senior Software Engineer (one person)</b>				

3.5	Education: advanced University degree (Master's/ Specialist) or equivalent in IT, Information system management, Computer science, Mathematics, Physics or related field. <ul style="list-style-type: none"> <li>• PhD or post-doctoral degree – 20 points</li> <li>• At least Master's/ Specialist degree – 15 points</li> </ul>	20			
3.6	Experience: at least 5 (five) years of professional experience in building similar systems. <ul style="list-style-type: none"> <li>• Over 10 years – 25 points</li> <li>• From 6 to 10 years - 20 points</li> <li>• At least 5 years – 15 points</li> </ul>	25			
3.7	Portfolio of successfully completed projects similar to this one. <ul style="list-style-type: none"> <li>• Over 20 – 45 points</li> <li>• Between 15 and 19 – 43 points</li> <li>• Between 11 and 14 – 40 points</li> <li>• At least 10 – 30 points</li> </ul>	45			
3.8	Experience of working with the Diia system or with similar citizen-oriented software systems	10			
	<b>Subtotal</b>	Up to 100			
	<b>Junior Software Engineer / Tester (one person)</b>				
3.5	University degree in IT, Information system management, Computer science, Mathematics, Physics or related field or demonstrated professional training in the relevant field (taken as substitute of higher education in the sphere) <ul style="list-style-type: none"> <li>• Master's/ Specialist degree – 10 points</li> <li>• At least Bachelor's degree or demonstrated professional training (non-degree) – 7 points</li> </ul>	10			
3.6	Experience: at least 2 (two) years of testing software systems at the UX level and for proper internal functioning. <ul style="list-style-type: none"> <li>• Over 4 years – 20 points</li> <li>• From 2 to 4 years - 17 points</li> <li>• At least 2 years – 15 points</li> </ul>	20			

3.7	Portfolio of successfully completed projects similar to this one. <ul style="list-style-type: none"> <li>Over 20 – 20 points</li> <li>Between 11 and 19 – 15 points</li> <li>At least 10 – 10 points</li> </ul>	20			
	<b>Subtotal</b>	Up to 50			
Total for Form 3		<b>250</b>			

## 8. FINANCIAL PROPOSAL:

The financial proposal shall specify the cost of professional services for the assignment – the total amount as well as line-item breakdown. Payments will be made in tranches as described in the section “Requirements for monitoring/reporting”.

### Annex 3

#### FORM FOR SUBMITTING SERVICE PROVIDER’S PROPOSAL<sup>4</sup>

***(This Form must be submitted only using the Service Provider’s Official Letterhead/Stationery<sup>5</sup>)***

[insert: Location].

[insert: Date]

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

Dear Sir/Madam:

We, the undersigned, hereby offer to render the following services to UNDP in conformity with the requirements defined in the RFP 384-2021-UNDP-UKR-RFP-DIA 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

BRIEF COMPANY PROFILE	
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:	
Full registration name	
Year of foundation	
Legal status	
Legal address	
Actual address	

<sup>4</sup> This serves as a guide to the Service Provider in preparing the Proposal.

<sup>5</sup> Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

Bank information	
VAT payer status	
Contact person name	
Contact person email	
Contact person phone	
Company/Organization's core activities	
Profile – describing the nature of business, field of expertise, licenses, certifications, accreditations (If any)	
Business Licenses – Registration Papers, Tax Payment Certification, etc.	EDRPOU, ID tax number. Copies of State registration and Tax registration should be attached
Certificates and Accreditation	Please indicate here applicable including Quality Certificates, Patent Registrations, Environmental Sustainability Certificates, etc.
Please provide contact details of at least 2 previous partners for reference	Please attach the signed reference letters
Company is not in the UN Security Council 1267/1989 List, UN Procurement Division List or Other UN Ineligibility List	Yes/No (Please choose)
Other relevant information	

#### 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.*

**This must include the body of the Technical proposal, explaining how the company proposes to approach the task at hand and overcome possible difficulties and risks**

#### C. **Qualifications of Key Personnel**

*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.*

## Financial Proposal

The Proposer is required to prepare the Financial Proposal in an envelope separate from the rest of the RFP as indicated in the Instruction to Proposers.

The Financial Proposal must provide a detailed cost breakdown. Provide separate figures for each functional grouping or category.

Any estimates for cost-reimbursable items, such as travel and out-of-pocket expenses, should be listed separately.

In case of an equipment component to the service provider, the Price Schedule should include figures for both purchase and lease/rent options. UNDP reserves the option to either lease/rent or purchase outright the equipment through the Contractor.

The format shown on the following pages is suggested for use as a guide in preparing the Financial Proposal.

The format includes specific expenditures, which may or may not be required or applicable but are indicated to serve as examples.

### A. Cost Breakdown per Deliverable

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

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

### B. Cost Breakdown by Cost Component [This is only an Example]:

The Proposers are requested to provide the cost breakdown for the above given prices for each deliverable based on the following format. UNDP shall use the cost breakdown for the price reasonability assessment purposes as well as the calculation of price in the event that both parties have agreed to add new deliverables to the scope of Services.

<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>				
<b>II. Administrative costs</b>				



<b>III. Other costs needed (describe)</b>				
<b>VAT / Unified tax</b>				
<b>Total (indicate currency), including VAT</b>				

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

## GENERAL TERMS AND CONDITIONS FOR SERVICES

### United Nations Development Programme

This Contract is between the United Nations Development Programme, a subsidiary organ of the United Nations established by the General Assembly of the United Nations (hereinafter "UNDP"), on the one hand, and a company or organization indicated in the Face Sheet of this Contract (hereinafter the "Contractor"), on the other hand.

1.LEGAL STATUS OF THE PARTIES: UNDP and the Contractor shall be referred to as a "Party" or, collectively, "Parties" hereunder, and:

1.1 Pursuant, inter alia, to the Charter of the United Nations and the Convention on the Privileges and Immunities of the United Nations, the United Nations, including its subsidiary organs, has full juridical personality and enjoys such privileges and immunities as are necessary for the independent fulfillment of its purposes.

1.2 The Contractor shall have the legal status of an independent contractor vis-à-vis UNDP, and nothing contained in or relating to the Contract shall be construed as establishing or creating between the Parties the relationship of employer and employee or of principal and agent. The officials, representatives, employees, or subcontractors of each of the Parties shall not be considered in any respect as being the employees or agents of the other Party, and each Party shall be solely responsible for all claims arising out of or relating to its engagement of such persons or entities.

#### 2.OBLIGATIONS OF THE CONTRACTOR:

2.1 The Contractor shall deliver the goods described in the Technical Specifications for Goods (hereinafter the "Goods") and/or perform and complete the services described in the Terms of Reference and Schedule of Payments (hereinafter the "Services"), with due diligence and efficiency, and in accordance with this Contract. The Contractor shall also provide all technical and administrative support needed in order to ensure the timely and satisfactory delivery of the Goods and/or performance of the Services.

2.2 To the extent that the Contract involves any purchase of the Goods, the Contractor shall provide UNDP with written evidence of the delivery of the Goods. Such evidence of delivery shall, at the minimum, consist of an invoice, a certification of conformity, and other supporting shipment documentation as may otherwise be specified in the Technical Specifications for Goods.

2.3 The Contractor represents and warrants the accuracy of any information or data provided to UNDP for the purpose of entering into this Contract, as well as the quality of the deliverables and reports foreseen under this Contract, in accordance with the highest industry and professional standards.

2.4 All time limits contained in this Contract shall be deemed to be of the essence in respect of the performance of the delivery of the Goods and/or the provision of the Services.

3 . LONG TERM AGREEMENT: If the Contractor is engaged by UNDP on the basis of a long-term agreement ("LTA") as indicated in the Face Sheet of this Contract, the following conditions shall apply:

3.1 UNDP does not warrant that any quantity of Goods and/or Services shall be ordered during the term of the LTA.

3.2 Any UNDP business unit, including, but not limited to, a Headquarters unit, a Country Office or a Regional Centre, as well as any United Nations entity, may benefit from the retainer and order Goods and/or Services from the Contractor hereunder.

3.3 The Contractor shall provide the Services and/or deliver the Goods, as and when requested by UNDP and reflected in a Purchase Order, which shall be subject to the terms and conditions stipulated in this Contract. For the avoidance of doubt, UNDP shall acquire no legal obligations towards the Contractor unless and until a Purchase Order is issued.

3.4 The Goods and/or Services shall be at the Discount Prices annexed hereto. The prices shall remain in effect for a period of three years from the Starting Date stated in the Face Sheet of this Contract.

3.5 In the event of any advantageous technical changes and/or downward pricing of the Goods and/or Services during the term of the retainer, the Contractor shall notify UNDP immediately. UNDP shall consider the impact of any such event and may request an amendment to the retainer.

3.6 The Contractor shall report semi-annually to UNDP on the Goods delivered and/or Services provided, unless otherwise specified in the Contract. Each report should be submitted to the UNDP Contact Person indicated in as indicated in the Face Sheet hereto, as well as to a UNDP business unit that has placed a Purchase Order for the Goods and/or Services during the reporting period.

3.7 The LTA shall remain in force for the maximum period of two years and may be extended by UNDP for one additional year by mutual agreement of the Parties.

#### 4.PRICE AND PAYMENT:

4.1 FIXED PRICE: If Fixed Price is chosen as a payment method pursuant to the Face Sheet of this Contract, in full consideration for the complete and satisfactory delivery of the Goods and/or provision of the Services, UNDP shall pay the Contractor a fixed amount indicated in the Face Sheet of this Contract.

4.1.1 The amount stated in the Face Sheet of this Contract is not subject to any adjustment or revision because of price or currency fluctuations, or the actual costs incurred by the Contractor in the performance of the Contract.

4.1.2 UNDP shall effect payments to the Contractor in the amounts and pursuant to the schedule of payments set forth in the Terms of Reference and Schedule of Payments, upon completion by the Contractor of the corresponding deliverable(s) and upon acceptance by UNDP of the original invoices submitted by the Contractor to the UNDP Contact Person indicated in the Face Sheet of this Contract, together with whatever supporting documentation that may be required by UNDP:

4.1.3 Invoices shall indicate a deliverable completed and the corresponding amount payable.

4.1.4 Payments effected by UNDP to the Contractor shall be deemed neither to relieve the Contractor of its obligations under this Contract nor as acceptance by UNDP of the Contractor's delivery of the Goods and/or provision of the Services.

4.2 COST REIMBURSEMENT: If Cost Reimbursement is chosen as a payment method pursuant to the Face Sheet of this Contract, in full consideration for the complete and satisfactory delivery of the Goods and/or provision of the Services under this Contract, UNDP shall pay the Contractor an amount not exceeding the total amount stated in the Face Sheet of this Contract.

4.2.1 The said amount is the maximum total amount of reimbursable costs under this Contract. The breakdown of costs contained in the Financial Proposal, referred to in the Face Sheet to this Contract shall specify the maximum amount per each cost category that is reimbursable under this Contract. The Contractor shall specify in its invoices or financial reports (as required by UNDP) the amount of the actual reimbursable costs incurred in the delivery of the Goods and/or the provision of the Services.

4.2.2 The Contractor shall not provide the Services and/or deliver the Goods or equipment, materials and supplies that may result in any costs in excess of the amount stated in the Face Sheet of this

Contract, or of the maximum amount per each cost category specified in the breakdown of costs contained in the Financial Proposal, without the prior written agreement of the UNDP Contact Person.

4.2.3 The Contractor shall submit original invoices or financial reports (as required by UNDP) for the Goods delivered in accordance with the Technical Specifications for Goods and/or the Services provided in accordance with the schedule set forth in the Terms of Reference and Schedule of Payments. Such invoices or financial reports shall indicate a deliverable or deliverables completed and the corresponding amount payable. They shall be submitted to the UNDP Contact Person, together with whatever supporting documentation of the actual costs incurred that is required in the Financial Proposal, or may be required by UNDP.

4.2.4 UNDP shall effect payments to the Contractor upon completion by the Contractor of the deliverable(s) indicated in the original invoices or financial reports (as required by UNDP) and upon acceptance of these invoices or financial reports by UNDP. Such payments shall be subject to any specific conditions for reimbursement specified in the breakdown of costs contained in the Financial Proposal.

4.2.5 Payments effected by UNDP to the Contractor shall be deemed neither to relieve the Contractor of its obligations under this Contract nor as acceptance by UNDP of the Contractor's delivery of the Goods and/or performance of the Services.

## 5. ADVANCE PAYMENT:

5.1 If an advance payment is due to the Contractor pursuant to the Face Sheet of this Contract, the Contractor shall submit an original invoice for the amount of that advance payment upon signature of this Contract by the Parties.

5.2 If an advance payment representing 20% or more of the total contract value, or amounting to US\$30,000 or more, is to be made by UNDP upon signature of the Contract by the Parties, such payment shall be contingent upon receipt and acceptance by UNDP of a bank guarantee or a certified cheque for the full amount of the advance payment, valid for the duration of the Contract, and in a form acceptable to UNDP.

## 6. SUBMISSION OF INVOICES AND REPORTS:

6.1 All original invoices, financial reports and any other reports and supporting documentation required under this Contract shall be submitted by mail by the Contractor to UNDP Contact Person. Upon request of the Contractor, and subject to approval by UNDP, invoices and financial reports may be submitted to UNDP by fax or email.

6.2 All reports and invoices shall be submitted by the Contractor to the UNDP Contact Person specified in the Face Sheet of this Contract.

## 7. TIME AND MANNER OF PAYMENT:

7.1 Invoices shall be paid within thirty (30) days of the date of their acceptance by UNDP. UNDP shall make every effort to accept an original invoice or advise the Contractor of its non-acceptance within a reasonable time from receipt.

7.2 Where the Services are to be provided, in addition to an invoice, the Contractor shall submit to UNDP a report, describing in detail the Services provided under the Contract during the period of time covered in each report.

8. RESPONSIBILITY FOR EMPLOYEES: To the extent that the Contract involves the provision of the Services to UNDP by the Contractor's officials, employees, agents, servants, subcontractors and other representatives (collectively, the Contractor's "personnel"), the following provisions shall apply:

8.1 The Contractor is responsible for and shall assume all risk and liabilities relating to its personnel and property.

8.2 The Contractor shall be responsible for the professional and technical competence of the personnel it assigns to perform work under the Contract and will select reliable and competent individuals who will be able to effectively perform the obligations under the Contract and who, while doing so, will respect the local laws and customs and conform to a high standard of moral and ethical conduct.

8.3 Such Contractor personnel shall be professionally qualified and, if required to work with officials or staff of UNDP, shall be able to do so effectively. The qualifications of any personnel whom the Contractor may assign or may propose to assign to perform any obligations under the Contract shall be substantially the same, or better, as the qualifications of any personnel originally proposed by the Contractor.

8.4 At the option of and in the sole discretion of UNDP:

8.4.1 the qualifications of personnel proposed by the Contractor (e.g., a curriculum vitae) may be reviewed by UNDP prior to such personnel's performing any obligations under the Contract;

8.4.2 any personnel proposed by the Contractor to perform obligations under the Contract may be interviewed by qualified staff or officials of UNDP prior to such personnel's performing any obligations under the Contract; and,

8.4.3 in cases in which, pursuant to Article 8.4.1 or 8.4.2, above, UNDP has reviewed the qualifications of such Contractor's personnel, UNDP may reasonably refuse to accept any such personnel.

8.5 Requirements specified in the Contract regarding the number or qualifications of the Contractor's personnel may change during the course of performance of the Contract. Any such change shall be made only following written notice of such proposed change and upon written agreement between the Parties regarding such change, subject to the following:

8.5.1 UNDP may, at any time, request, in writing, the withdrawal or replacement of any of the Contractor's personnel, and such request shall not be unreasonably refused by the Contractor.

8.5.2 Any of the Contractor's personnel assigned to perform obligations under the Contract shall not be withdrawn or replaced without the prior written consent of UNDP, which shall not be unreasonably withheld.

8.5.3 The withdrawal or replacement of the Contractor's personnel shall be carried out as quickly as possible and in a manner that will not adversely affect the performance of obligations under the Contract.

8.5.4 All expenses related to the withdrawal or replacement of the Contractor's personnel shall, in all cases, be borne exclusively by the Contractor.

8.5.5 Any request by UNDP for the withdrawal or replacement of the Contractor's personnel shall not be considered to be a termination, in whole or in part, of the Contract, and UNDP shall not bear any liability in respect of such withdrawn or replaced personnel.

8.5.6 If a request for the withdrawal or replacement of the Contractor's personnel is not based upon a default by or failure on the part of the Contractor to perform its obligations in accordance with the Contract, the misconduct of the personnel, or the inability of such personnel to reasonably work together with UNDP officials and staff, then the Contractor shall not be liable by reason of any such request for the withdrawal or replacement of the Contractor's personnel for any delay in the performance by the Contractor of its obligations under the Contract that is substantially the result of such personnel's being withdrawn or replaced.

8.6 Nothing in Articles 8.3, 8.4 and 8.5, above, shall be construed to create any obligations on the part of UNDP with respect to the Contractor's personnel assigned to perform work under the Contract, and such personnel shall remain the sole responsibility of the Contractor.

8.7 The Contractor shall be responsible for requiring that all personnel assigned by it to perform any obligations under the Contract and who may have access to any premises or other property of UNDP shall:

8.7.1 undergo or comply with security screening requirements made known to the Contractor by UNDP, including but not limited to, a review of any criminal history;

8.7.2 when within UNDP premises or on UNDP property, display such identification as may be approved and furnished by UNDP security officials, and that upon the withdrawal or replacement of any such personnel or upon termination or completion of the Contract, such personnel shall immediately return any such identification to UNDP for cancellation.

8.8 Within one working day after learning that any of Contractor's personnel who have access to any UNDP premises have been charged by law enforcement authorities with an offense other than a minor traffic offense, the Contractor shall provide written notice to inform UNDP about the particulars of the charges then known and shall continue to inform UNDP concerning all substantial developments regarding the disposition of such charges.

8.9 All operations of the Contractor, including without limitation, storage of equipment, materials, supplies and parts, within UNDP premises or on UNDP property shall be confined to areas authorized or approved by UNDP. The Contractor's personnel shall not enter or pass through and shall not store or dispose of any of its equipment or materials in any areas within UNDP premises or on UNDP property without appropriate authorization from UNDP.

8.10 The Contractor shall (i) put in place an appropriate security plan and maintain the security plan, taking into account the security situation in the country where the Services are being provided; and (ii) assume all risks and liabilities related to the Contractor's security, and the full implementation of the security plan.

8.11 UNDP reserves the right to verify whether such a plan is in place, and to suggest modifications to the plan when necessary. Failure to maintain and implement an appropriate security plan as required hereunder shall be deemed a breach of this contract. Notwithstanding the foregoing, the Contractor shall remain solely responsible for the security of its personnel and for UNDP's property in its custody as set forth in paragraph 8.10 above.

#### 9. ASSIGNMENT:

9.1 Except as provided in Article 9.2, below, the Contractor may not assign, transfer, pledge or make any other disposition of the Contract, of any part of the Contract, or of any of the rights, claims or obligations under the Contract except with the prior written authorization of UNDP. Any such unauthorized assignment, transfer, pledge or other disposition, or any attempt to do so, shall not be binding on UNDP. Except as permitted with respect to any approved subcontractors, the Contractor shall not delegate any of its obligations under this Contract, except with the prior written consent of UNDP. Any such unauthorized delegation, or attempt to do so, shall not be binding on UNDP.

9.2 The Contractor may assign or otherwise transfer the Contract to the surviving entity resulting from a reorganization of the Contractor's operations, provided that:

9.2.1 such reorganization is not the result of any bankruptcy, receivership or other similar proceedings; and,

9.2.2 such reorganization arises from a sale, merger, or acquisition of all or substantially all of the Contractor's assets or ownership interests; and,

9.2.3 the Contractor promptly notifies UNDP about such assignment or transfer at the earliest opportunity; and,

9.2.4 the assignee or transferee agrees in writing to be bound by all of the terms and conditions of the Contract, and such writing is promptly provided to UNDP following the assignment or transfer.

10.SUBCONTRACTING: In the event that the Contractor requires the services of subcontractors to perform any obligations under the Contract, the Contractor shall obtain the prior written approval of UNDP. UNDP shall be entitled, in its sole discretion, to review the qualifications of any subcontractors and to reject any proposed subcontractor that UNDP reasonably considers is not qualified to perform obligations under the Contract. UNDP shall have the right to require any subcontractor's removal from

UNDP premises without having to give any justification therefor. Any such rejection or request for removal shall not, in and of itself, entitle the Contractor to claim any delays in the performance, or to assert any excuses for the non-performance, of any of its obligations under the Contract, and the Contractor shall be solely responsible for all services and obligations performed by its subcontractors. The terms of any subcontract shall be subject to, and shall be construed in a manner that is fully in accordance with, all of the terms and conditions of the Contract.

11.PURCHASE OF GOODS: To the extent that the Contract involves any purchase of the Goods, whether in whole or in part, and unless specifically stated otherwise in the Contract, the following conditions shall apply to such purchases under the Contract:

11.1 DELIVERY OF GOODS: The Contractor shall hand over or make available the Goods, and UNDP shall receive the Goods, at the place for the delivery of the Goods and within the time for delivery of the Goods specified in the Contract. The Contractor shall provide to UNDP such shipment documentation (including, without limitation, bills of lading, airway bills, and commercial invoices) as are specified in the Contract or, otherwise, as are customarily utilized in the trade. All manuals, instructions, displays and any other information relevant to the Goods shall be in the English language unless otherwise specified in the Contract. Unless otherwise stated in the Contract(including, but not limited to, in any "INCOTERM" or similar trade term), the entire risk of loss,

damage to, or destruction of the Goods shall be borne exclusively by the Contractor until physical delivery of the Goods to UNDP in accordance with the terms of the Contract. Delivery of the Goods shall not be deemed in itself as constituting acceptance of the Goods by UNDP.

11.2 INSPECTION OF THE GOODS: If the Contract provides that the Goods may be inspected prior to delivery, the Contractor shall notify UNDP when the Goods are ready for pre-delivery inspection. Notwithstanding any pre-delivery inspection, UNDP or its designated inspection agents may also inspect the Goods upon delivery in order to confirm that the Goods conform to applicable specifications or other requirements of the Contract. All reasonable facilities and assistance, including, but not limited to, access to drawings and production data, shall be furnished to UNDP or its designated inspection agents at no charge therefor. Neither the carrying out of any inspections of the Goods nor any failure to undertake any such inspections shall relieve the Contractor of any of its warranties or the performance of any obligations under the Contract.

11.3 PACKAGING OF THE GOODS: The Contractor shall package the Goods for delivery in accordance with the highest standards of export packaging for the type and quantities and modes of transport of the Goods. The Goods shall be packed and marked in a proper manner in accordance with the

instructions stipulated in the Contract or, otherwise, as customarily done in the trade, and in accordance with any requirements imposed by applicable law or by the transporters and manufacturers of the Goods. The packing, in particular, shall mark the Contract or Purchase Order number and any other identification information provided by UNDP as well as such other information as is necessary for the correct handling and safe delivery of the Goods. Unless otherwise specified in the Contract, the Contractor shall have no right to any return of the packing materials.

11.4 TRANSPORTATION & FREIGHT: Unless otherwise specified in the Contract (including, but not limited to, in any "INCOTERM" or similar trade term), the Contractor shall be solely liable for making all transport arrangements and for payment of freight and insurance costs for the shipment and delivery of the Goods in accordance with the requirements of the Contract. The Contractor shall ensure that UNDP receives all necessary transport documents in a timely manner so as to enable UNDP to take delivery of the Goods in accordance with the requirements of the Contract.

11.5 WARRANTIES: Unless otherwise specified in the Contract, in addition to and without limiting any other warranties, remedies or rights of UNDP stated in or arising under the Contract, the Contractor warrants and represents that:

11.5.1 The Goods, including all packaging and packing thereof, conform to the technical specifications, are fit for the purposes for which such Goods are ordinarily used and for any purposes expressly made known in writing in the Contract, and shall be of even quality, free from faults and defects in design, material, manufacturer and workmanship;

11.5.2 If the Contractor is not the original manufacturer of the Goods, the Contractor shall provide UNDP with the benefit of all manufacturers' warranties in addition to any other warranties required to be provided under the Contract;

11.5.3 The Goods are of the quality, quantity and description required by the Contract, including when subjected to conditions prevailing in the place of final destination;

11.5.4 The Goods are free from any right of claim by any third-party, including claims of infringement of any intellectual property rights, including, but not limited to, patents, copyright and trade secrets;

11.5.5 The Goods are new and unused;

11.5.6 All warranties will remain fully valid following any delivery of the Goods and for a period of not less than one (1) year following acceptance of the Goods by UNDP in accordance with the Contract;

11.5.7 During any period in which the Contractor's warranties are effective, upon notice by UNDP that the Goods do not conform to the requirements of the Contract, the Contractor shall promptly and at its own expense correct such non-conformities or, in case of its inability to do so, replace the defective Goods with Goods of the same or better quality or, at its own cost, remove the defective Goods and fully reimburse UNDP for the purchase price paid for the defective Goods; and,

11.5.8 The Contractor shall remain responsive to the needs of UNDP for any services that may be required in connection with any of the Contractor's warranties under the Contract.

11.6 ACCEPTANCE OF GOODS: Under no circumstances shall UNDP be required to accept any Goods that do not conform to the specifications or requirements of the Contract. UNDP may condition its acceptance of the Goods upon the successful completion of acceptance tests as may be specified in the Contract or otherwise agreed in writing by the Parties. In no case shall UNDP be obligated to accept any Goods unless and until UNDP has had a reasonable opportunity to inspect the Goods following delivery. If the Contract specifies that UNDP shall provide a written acceptance of the



Goods, the Goods shall not be deemed accepted unless and until UNDP in fact provides such written acceptance. In no case shall payment by UNDP in and of itself constitute acceptance of the Goods.

11.7 REJECTION OF GOODS: Notwithstanding any other rights of, or remedies available to UNDP under the Contract, in case any of the Goods are defective or otherwise do not conform to the specifications or other requirements of the Contract, UNDP, at its sole option, may reject or refuse to accept the Goods, and within thirty (30) days following receipt of notice from UNDP of such rejection or refusal to accept the Goods, the Contractor shall, in sole option of UNDP:

11.7.1 provide a full refund upon return of the Goods, or a partial refund upon a return of a portion of the Goods, by UNDP; or,

11.7.2 repair the Goods in a manner that would enable the Goods to conform to the specifications or other requirements of the Contract; or,

11.7.3 replace the Goods with Goods of equal or better quality; and,

11.7.4 pay all costs relating to the repair or return of the defective Goods as well as the costs relating to the storage of any such defective Goods and for the delivery of any replacement Goods to UNDP.

11.8 In the event that UNDP elects to return any of the Goods for the reasons specified in Article 11.7, above, UNDP may procure the Goods from another source. In addition to any other rights or remedies available to UNDP under the Contract, including, but not limited to, the right to terminate the Contract, the Contractor shall be liable for any additional cost beyond the balance of the Contract price resulting from any such procurement, including, inter alia, the costs of engaging in such procurement, and UNDP shall be entitled to compensation from the Contractor for any reasonable expenses incurred for preserving and storing the Goods for the Contractor's account.

11.9 TITLE: The Contractor warrants and represents that the Goods delivered under the Contract are unencumbered by any third party's title or other property rights, including, but not limited to, any liens or security interests. Unless otherwise expressly provided in the Contract, title in and to the Goods shall pass from the Contractor to UNDP upon delivery of the Goods and their acceptance by UNDP in accordance with the requirements of the Contract.

11.10 EXPORT LICENSING: The Contractor shall be responsible for obtaining any export license required with respect to the Goods, products, or technologies, including software, sold, delivered, licensed or otherwise provided to UNDP under the Contract. The Contractor shall procure any such export license in an expeditious manner. Subject to and without any waiver of the privileges and immunities of UNDP, UNDP shall lend the Contractor all reasonable assistance required for obtaining any such export license. Should any Governmental entity refuse, delay or hinder the Contractor's ability to obtain any such export license, the Contractor shall promptly consult with UNDP to enable UNDP to take appropriate measures to resolve the matter.

## 12. INDEMNIFICATION:

12.1 The Contractor shall indemnify, defend, and hold and save harmless, UNDP, and its officials, agents and employees, from and against all suits, proceedings, claims, demands, losses and liability of any kind or nature brought by any third party against UNDP, including, but not limited to, all litigation costs and expenses, attorney's fees, settlement payments and damages, based on, arising from, or relating to:

12.1.1 allegations or claims that the possession of or use by UNDP of any patented device, any copyrighted material, or any other goods, property or services provided or licensed to UNDP under the terms of the Contract, in whole or in part, separately or in a combination contemplated by the

Contractor's published specifications therefor, or otherwise specifically approved by the Contractor, constitutes an infringement of any patent, copyright, trademark, or other intellectual property right of any third party; or,

12.1.2 any acts or omissions of the Contractor, or of any subcontractor or anyone directly or indirectly employed by them in the performance of the Contract, which give rise to legal liability to anyone not a party to the Contract, including, without limitation, claims and liability in the nature of a claim for workers' compensation.

12.2 The indemnity set forth in Article 12.1.1, above, shall not apply to:

12.2.1 A claim of infringement resulting from the Contractor's compliance with specific written instructions by UNDP directing a change in the specifications for the goods, property, materials, equipment or supplies to be or used, or directing a manner of performance of the Contract or requiring the use of specifications not normally used by the Contractor; or

12.2.2 A claim of infringement resulting from additions to or changes in any goods, property, materials equipment, supplies or any components thereof furnished under the Contract if UNDP or another party acting under the direction of UNDP made such changes.

12.3 In addition to the indemnity obligations set forth in this Article 12, the Contractor shall be obligated, at its sole expense, to defend UNDP and its officials, agents and employees, pursuant to this Article 12, regardless of whether the suits, proceedings, claims and demands in question actually give rise to or otherwise result in any loss or liability.

12.4 UNDP shall advise the Contractor about any such suits, proceedings, claims, demands, losses or liability within a reasonable period of time after having received actual notice thereof. The Contractor shall have sole control of the defense of any such suit, proceeding, claim or demand and of all negotiations in connection with the settlement or compromise thereof, except with respect to the assertion or defense of the privileges and immunities of UNDP or any matter relating thereto, for which only UNDP itself is authorized to assert and maintain. UNDP shall have the right, at its own expense, to be represented in any such suit, proceeding, claim or demand by independent counsel of its own choosing.

12.5 In the event the use by UNDP of any Goods, property or Services provided or licensed to UNDP by the Contractor, in whole or in part, in any suit or proceeding, is for any reason enjoined, temporarily or permanently, or is found to infringe any patent, copyright, trademark or other intellectual property right, or in the event of a settlement, is enjoined, limited or otherwise interfered with, then the Contractor, at its sole cost and expense, shall, promptly, either:

12.5.1 procure for UNDP the unrestricted right to continue using such Goods or Services provided to UNDP;

12.5.2 replace or modify the Goods and/or or Services provided to UNDP, or part thereof, with the equivalent or better Goods and/or Services, or part thereof, that is non-infringing; or,

12.5.3 refund to UNDP the full price paid by UNDP for the right to have or use such Goods, property or Services, or part thereof.

### 13.INSURANCE AND LIABILITY:

13.1 The Contractor shall pay UNDP promptly for all loss, destruction, or damage to the property of UNDP caused by the Contractor's personnel or by any of its subcontractors or anyone else directly

or indirectly employed by the Contractor or any of its subcontractors in the performance of the Contract.

13.2 Unless otherwise provided in the Contract, prior to commencement of performance of any other obligations under the Contract, and subject to any limits set forth in the Contract, the Contractor shall take out and shall maintain for the entire term of the Contract, for any extension thereof, and for a period following any termination of the Contract reasonably adequate to deal with losses:

13.2.1 insurance against all risks in respect of its property and any equipment used for the performance of the Contract;

13.2.2 workers' compensation insurance, or its equivalent, or employer's liability insurance, or its equivalent, with respect to the Contractor's personnel sufficient to cover all claims for injury, death and disability, or any other benefits required to be paid by law, in connection with the performance of the Contract;

13.2.3 liability insurance in an adequate amount to cover all claims, including, but not limited to, claims for death and bodily injury, products and completed operations liability, loss of or damage to property, and personal and advertising injury, arising from or in connection with the Contractor's performance under the Contract, including, but not limited to, liability arising out of or in connection with the acts or omissions of the Contractor, its personnel, agents, or invitees, or the use, during the performance of the Contract, of any vehicles, boats, airplanes or other transportation vehicles and equipment, whether or not owned by the Contractor; and,

13.2.4 such other insurance as may be agreed upon in writing between UNDP and the Contractor.

13.3 The Contractor's liability policies shall also cover subcontractors and all defense costs and shall contain a standard "cross liability" clause.

13.4 The Contractor acknowledges and agrees that UNDP accepts no responsibility for providing life, health, accident, travel or any other insurance coverage which may be necessary or desirable in respect of any personnel performing services for the Contractor in connection with the Contract.

13.5 Except for the workers' compensation insurance or any self-insurance program maintained by the Contractor and approved by UNDP, in its sole discretion, for purposes of fulfilling the Contractor's requirements for providing insurance under the Contract, the insurance policies required under the Contract shall:

13.5.1 name UNDP as an additional insured under the liability policies, including, if required, as a separate endorsement under the policy;

13.5.2 include a waiver of subrogation of the Contractor's insurance carrier's rights against UNDP;

13.5.3 provide that UNDP shall receive written notice from the Contractor's insurance carrier not less than thirty (30) days prior to any cancellation or material change of coverage; and,

13.5.4 include a provision for response on a primary and non-contributing basis with respect to any other insurance that may be available to UNDP.

13.6 The Contractor shall be responsible to fund all amounts within any policy deductible or retention.

13.7 Except for any self-insurance program maintained by the Contractor and approved by UNDP for purposes of fulfilling the Contractor's requirements for maintaining insurance under the Contract, the Contractor shall maintain the insurance taken out under the Contract with reputable insurers that are in good financial standing and that are acceptable to UNDP. Prior to the commencement of any obligations under the Contract, the Contractor shall provide UNDP with evidence, in the form of certificate of insurance or such other form as UNDP may reasonably require, that demonstrates that the Contractor has taken out insurance in accordance with the requirements of the Contract. UNDP reserves the right, upon written notice to the Contractor, to obtain copies of

any insurance policies or insurance program descriptions required to be maintained by the Contractor under the Contract. Notwithstanding the provisions of Article 13.5.3, above, the Contractor shall promptly notify UNDP concerning any cancellation or material change of insurance coverage required under the Contract.

13.8 The Contractor acknowledges and agrees that neither the requirement for taking out and maintaining insurance as set forth in the Contract nor the amount of any such insurance, including, but not limited to, any deductible or retention relating thereto, shall in any way be construed as limiting the Contractor's liability arising under or relating to the Contract.

14. ENCUMBRANCES AND 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 UNDP against any monies due to the Contractor or that may become due for any work done or against any goods supplied or materials furnished under the Contract, or by reason of any other claim or demand against the Contractor or UNDP.

15. EQUIPMENT FURNISHED BY UNDP TO THE CONTRACTOR: Title to any equipment and supplies that may be furnished by UNDP to the Contractor for the performance of any obligations under the Contract shall rest with UNDP, and any such equipment shall be returned to UNDP at the conclusion of the 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, and the Contractor shall be liable to compensate UNDP for the actual costs of any loss of, damage to, or degradation of the equipment that is beyond normal wear and tear.

16. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

16.1 Except as is otherwise expressly provided in writing in the Contract, 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 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. The Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for UNDP.

16.2 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, UNDP does not and shall not claim any ownership interest thereto, and the Contractor grants to 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.

16.3 At the request of 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 UNDP in compliance with the requirements of the applicable law and of the Contract.

16.4 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 UNDP, shall be made available for use or inspection by 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.

17. PUBLICITY, AND USE OF THE NAME, EMBLEM OR OFFICIAL SEAL OF UNDP OR THE UNITED NATIONS: The Contractor shall not advertise or otherwise make public for purposes of commercial

advantage or goodwill that it has a contractual relationship 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 the United Nations in connection with its business or otherwise without the written permission of UNDP.

18. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION: Information and data that is considered proprietary by either Party or 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:

18.1 The Recipient shall:

18.1.1 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,

18.1.2 use the Discloser's Information solely for the purpose for which it was disclosed.

18.2 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 18, the Recipient may disclose Information to:

18.2.1 any other party with the Discloser's prior written consent; and,

18.2.2 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:

18.2.2.1 a corporate entity in which the Party owns or otherwise controls, whether directly or indirectly, over fifty percent (50%) of voting shares thereof; or,

18.2.2.2 any entity over which the Party exercises effective managerial control; or,

18.2.2.3 for the United Nations, a principal or subsidiary organ of the United Nations established in accordance with the Charter of the United Nations.

18.3 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 UNDP sufficient prior notice of a request for the disclosure of Information in order to allow UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.

18.4 UNDP may disclose Information to the extent as required pursuant to the Charter of the United Nations, or pursuant to resolutions or regulations of the General Assembly or rules promulgated thereunder.

18.5 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.

18.6 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.

19. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS:

19.1 In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the affected Party shall give notice and full particulars in writing to the other Party, of such occurrence or cause if the affected Party is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under the Contract. The affected Party shall also notify the other Party of any other changes in condition or the occurrence of any event which interferes or threatens to interfere with its performance of the Contract. Not more than fifteen (15) days following the provision of such notice of force majeure or other changes in condition or occurrence, the affected Party shall also submit a statement to the other Party of estimated expenditures that will likely be incurred for the duration of the change in condition or the event of force majeure. On receipt of the notice or notices required hereunder, the Party not affected by the occurrence of a cause constituting force majeure shall take such action as it reasonably considers to be appropriate or necessary in the circumstances, including the granting to the affected Party of a reasonable extension of time in which to perform any obligations under the Contract.

19.2 If the Contractor is rendered unable, wholly or in part, by reason of force majeure to perform its obligations and meet its responsibilities under the Contract, UNDP shall have the right to suspend or terminate the Contract on the same terms and conditions as are provided for in Article 20, "Termination," except that the period of notice shall be seven (7) days instead of thirty (30) days. In any case, UNDP shall be entitled to consider the Contractor permanently unable to perform its obligations under the Contract in case the Contractor is unable to perform its obligations, wholly or in part, by reason of force majeure for any period in excess of ninety (90) days.

19.3 Force majeure as used herein means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, or any other acts of a similar nature or force, provided that such acts arise from causes beyond the control and without the fault or negligence of the Contractor. The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in areas in which 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.

## 20. TERMINATION:

20.1 Either Party may terminate the Contract for cause, in whole or in part, upon thirty (30) day's notice, in writing, to the other Party. The initiation of conciliation or arbitral proceedings in accordance with Article 23 "Settlement of Disputes," below, shall not be deemed to be a "cause" for or otherwise to be in itself a termination of the Contract.

20.2 UNDP may terminate the Contract at any time by providing written notice to the Contractor in any case in which the mandate of UNDP applicable to the performance of the Contract or the funding of UNDP applicable to the Contract is curtailed or terminated, whether in whole or in part. In addition, unless otherwise provided by the Contract, upon sixty (60) day's advance written notice to the Contractor, UNDP may terminate the Contract without having to provide any justification therefor.

20.3 In the event of any termination of the Contract, upon receipt of notice of termination that has been issued by UNDP, the Contractor shall, except as may be directed by UNDP in the notice of termination or otherwise in writing:

20.3.1 take immediate steps to bring the performance of any obligations under the Contract to a close in a prompt and orderly manner, and in doing so, reduce expenses to a minimum;

20.3.2 refrain from undertaking any further or additional commitments under the Contract as of and following the date of receipt of such notice;

20.3.3 place no further subcontracts or orders for materials, services, or facilities, except as UNDP and the Contractor agree in writing are necessary to complete any portion of the Contract that is not terminated;

20.3.4 terminate all subcontracts or orders to the extent they relate to the portion of the Contract terminated;

20.3.5 transfer title and deliver to UNDP the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the portion of the Contract terminated;

20.3.6 deliver all completed or partially completed plans, drawings, information, and other property that, if the Contract had been completed, would be required to be furnished to UNDP thereunder;

20.3.7 complete performance of the work not terminated; and,

20.3.8 take any other action that may be necessary, or that UNDP may direct in writing, for the minimization of losses and for the protection and preservation of any property, whether tangible or intangible, related to the Contract that is in the possession of the Contractor and in which UNDP has or may be reasonably expected to acquire an interest.

20.4 In the event of any termination of the Contract, UNDP shall be entitled to obtain reasonable written accountings from the Contractor concerning all obligations performed or pending in accordance with the Contract. In addition, UNDP shall not be liable to pay the Contractor except for those Goods satisfactorily delivered and/or Services satisfactorily provided to UNDP in accordance with the requirements of the Contract, but only if such Goods or Services were ordered, requested or otherwise provided prior to the Contractor's receipt of notice of termination from UNDP or prior to the Contractor's tendering of notice of termination to UNDP.

20.5 UNDP may, without prejudice to any other right or remedy available to it, terminate the Contract forthwith in the event that:

20.5.1 the Contractor is adjudged bankrupt, or is liquidated, or becomes insolvent, or applies for a moratorium or stay on any payment or repayment obligations, or applies to be declared insolvent;

20.5.2 the Contractor is granted a moratorium or a stay, or is declared insolvent;

20.5.3 the Contractor makes an assignment for the benefit of one or more of its creditors;

20.5.4 a Receiver is appointed on account of the insolvency of the Contractor;

20.5.5 the Contractor offers a settlement in lieu of bankruptcy or receivership; or,

20.5.6 UNDP reasonably determines that the Contractor has become subject to a materially adverse change in its financial condition that threatens to substantially affect the ability of the Contractor to perform any of its obligations under the Contract.

20.6 Except as prohibited by law, the Contractor shall be bound to compensate UNDP for all damages and costs, including, but not limited to, all costs incurred by UNDP in any legal or non- legal proceedings, as a result of any of the events specified in Article 20.5, above, and resulting from or relating to a termination of the Contract, even if the Contractor is adjudged bankrupt, or is granted a moratorium or stay or is declared insolvent. The Contractor shall immediately inform UNDP of the

occurrence of any of the events specified in Article 20.5, above, and shall provide UNDP with any information pertinent thereto.

20.7 The provisions of this Article 20 are without prejudice to any other rights or remedies of UNDP under the Contract or otherwise.

21. NON-WAIVER OF RIGHTS: The failure by either Party to exercise any rights available to it, whether under the Contract or otherwise, shall not be deemed for any purposes to constitute a waiver by the other Party of any such right or any remedy associated therewith, and shall not relieve the Parties of any of their obligations under the Contract.

22. NON-EXCLUSIVITY: Unless otherwise specified in the Contract, UNDP shall have no obligation to purchase any minimum quantities of goods or services from the Contractor, and UNDP shall have no limitation on its right to obtain goods or services of the same kind, quality and quantity described in the Contract, from any other source at any time.

### 23. SETTLEMENT OF DISPUTES:

23.1 AMICABLE SETTLEMENT: The Parties shall use their best efforts to amicably settle any dispute, controversy, or claim arising out of the 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 Conciliation Rules then obtaining of the United Nations Commission on International Trade Law ("UNCITRAL"), or according to such other procedure as may be agreed between the Parties in writing.

23.2 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 23.1, 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. 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") and Article 34 ("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.

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

### 25. TAX EXEMPTION:

25.1 Article II, 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 restrictions, 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 exemptions of UNDP from such taxes, restrictions, duties, or charges, the Contractor shall immediately consult with UNDP to determine a mutually acceptable procedure.

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

## 26. MODIFICATIONS:

26.1 No modification or change in this Contract shall be valid and enforceable against UNDP unless executed in writing by the duly authorized representatives of the Parties.

26.2 If the Contract shall be extended for additional periods in accordance with the terms and conditions of the Contract, the terms and conditions applicable to any such extended term of the Contract shall be the same terms and conditions as set forth in the Contract, unless the Parties shall have agreed otherwise pursuant to a valid amendment concluded in accordance with Article 26.1, above.

26.3 The terms or conditions of any supplemental undertakings, licenses, or other forms of agreement concerning any Goods or Services provided under the Contract shall not be valid and enforceable against UNDP nor in any way shall constitute an agreement by UNDP thereto unless any such undertakings, licenses or other forms are the subject of a valid amendment concluded in accordance with Article 26.1, above.

## 27. AUDITS AND INVESTIGATIONS:

27.1 Each invoice paid by UNDP shall be subject to a post-payment audit by auditors, whether internal or external, of UNDP or by other authorized and qualified agents of UNDP at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract.

27.2 UNDP may conduct investigations relating to any aspect of the Contract or the award thereof, the obligations performed under the Contract, and the operations of the Contractor generally relating to performance of the Contract at any time during the term of the Contract and for a period of three

(3) years following the expiration or prior termination of the Contract.

27.3 The Contractor shall provide its full and timely cooperation with any such inspections, post-payment audits or investigations. Such cooperation shall include, but shall not be limited to, the Contractor's obligation to make available its personnel and any relevant documentation for such purposes at reasonable times and on reasonable conditions and to grant to UNDP access to the Contractor's premises at reasonable times and on reasonable conditions in connection with such access to the Contractor's personnel and relevant documentation. The Contractor shall require its agents, including, but not limited to, the Contractor's attorneys, accountants or other advisers, to reasonably cooperate with any inspections, post-payment audits or investigations carried out by UNDP hereunder.

27.4 UNDP shall be entitled to a refund from the Contractor for any amounts shown by such audits or investigations to have been paid by UNDP other than in accordance with the terms and conditions

of the Contract. The Contractor also agrees that, where applicable, donors to UNDP whose funding is the source of, in whole or in part, the funding for the procurement of Goods and/or Services which are the subject of this Contract, shall have direct recourse to the Contractor for the recovery of any funds determined by UNDP to have been used in violation of or inconsistent with this Contract.

#### 28. LIMITATION ON ACTIONS:

28.1 Except with respect to any indemnification obligations in Article 12, above, or as are otherwise set forth in the Contract, any arbitral proceedings in accordance with Article 23.2, above, arising out of the Contract must be commenced within three years after the cause of action has accrued.

28.2 The Parties further acknowledge and agree that, for these purposes, a cause of action shall accrue when the breach actually occurs, or, in the case of latent defects, when the injured Party knew or should have known all of the essential elements of the cause of action, or in the case of a breach of warranty, when tender of delivery is made, except that, if a warranty extends to future performance of the goods or any process or system and the discovery of the breach consequently must await the time when such goods or other process or system is ready to perform in accordance with the requirements of the Contract, the cause of action accrues when such time of future performance actually begins.

29. ESSENTIAL TERMS: The Contractor acknowledges and agrees that each of the provisions in Articles 30 to 36 hereof constitutes an essential term of the Contract and that any breach of any of these provisions shall entitle UNDP to terminate the Contract or any other contract with UNDP immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind. In addition, nothing herein shall limit the right of UNDP to refer any alleged breach of the said essential terms to the relevant national authorities for appropriate legal action.

30. SOURCE OF INSTRUCTIONS: The Contractor shall neither seek nor accept instructions from any authority external to UNDP in connection with the performance of its obligations under the Contract. Should any authority external to UNDP seek to impose any instructions concerning or restrictions on the Contractor's performance under the Contract, the Contractor shall promptly notify UNDP and provide all reasonable assistance required by UNDP. The Contractor shall not take any action in respect of the performance of its obligations under the Contract that may adversely affect the interests of UNDP or the United Nations, and the Contractor shall perform its obligations under the Contract with the fullest regard to the interests of UNDP.

31. STANDARDS OF CONDUCT: The Contractor warrants that it has not and shall not offer any direct or indirect benefit arising from or related to the performance of the Contract, or the award thereof, to any representative, official, employee or other agent of UNDP. The Contractor shall comply with all laws, ordinances, rules and regulations bearing upon the performance of its obligations under the Contract. In addition, in the performance of the Contract, the Contractor shall comply with the Standards of Conduct set forth in the Secretary General's Bulletin ST/SGB/2002/9 of 18 June 2002, entitled "Regulations Governing the Status, Basic Rights and Duties of Officials other than Secretariat

Officials, and Expert on Mission" and ST/SGB/2006/15 of 26 December 2006 on "Post-employment restrictions", and shall also comply with and be subject to the requirements of the following documents then in force at the time of signature of the Contract:

31.1 The UN Supplier Code of Conduct;

31.2 UNDP Policy on Fraud and other Corrupt Practices ("UNDP Anti-fraud Policy");

31.3 UNDP Office of Audit and Investigations (OAI) Investigation Guidelines;

31.4 UNDP Social and Environmental Standards (SES), including the related Accountability Mechanism;

31.5 UNDP Vendor Sanctions Policy; and

31.6 All security directives issued by UNDP. The Contractor acknowledges and agrees that it has read and is familiar with the requirements of the foregoing documents which are available online at [www.undp.org](http://www.undp.org) or at <http://www.undp.org/content/undp/en/home/operations/procurement/business/>. In making such acknowledgement, the Contractor represents and warrants that it is in compliance with the requirements of the foregoing, and will remain in compliance throughout the term of this Contract.

32. OBSERVANCE OF THE LAW: The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the Contract. In addition, the Contractor shall maintain compliance with all obligations relating to its registration as a qualified vendor of goods or services to UNDP, as such obligations are set forth in UNDP vendor registration procedures.

33. CHILD LABOR: The Contractor represents and warrants that neither it, its parent entities (if any), nor any of the Contractor's subsidiary or affiliated entities (if any) 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.

34. MINES: The Contractor represents and warrants that neither it, its parent entities (if any), nor any of the Contractor's subsidiaries or affiliated entities (if any) is engaged in the sale or manufacture of anti-personnel mines or components utilized in the manufacture of anti-personnel mines.

#### 35. SEXUAL EXPLOITATION:

35.1 In the performance of the Contract, the Contractor shall comply with the Standards of Conduct set forth in the Secretary-General's bulletin ST/SGB/2003/13 of 9 October 2003, concerning "Special measures for protection from sexual exploitation and sexual abuse." In particular, the Contractor shall not engage in any conduct that would constitute sexual exploitation or sexual abuse, as defined in that bulletin.

35.2 The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by its employees or any other persons engaged and controlled 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 reasonable and appropriate measures to prohibit its employees or other persons engaged and controlled by it from exchanging any money, goods, services, or other things of value, for sexual favors or activities, or from engaging any sexual activities that are exploitive or degrading to any person.

35.3 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.

36. ANTI-TERRORISM: The Contractor agrees to undertake all reasonable efforts to ensure that none of the UNDP funds received under the Contract is used to provide support to individuals or entities associated with terrorism and that recipients of any amounts provided by UNDP hereunder do not appear on the list maintained by the Security Council Committee established pursuant to Resolution 1267 (1999).

The list can be accessed via [https://www.un.org/sc/suborg/en/sanctions/1267/aq\\_sanctions\\_list](https://www.un.org/sc/suborg/en/sanctions/1267/aq_sanctions_list). This provision must be included in all sub-contracts or sub-agreements entered into under the Contract.