



REQUEST FOR PROPOSAL (RFP)

ALL INTERESTED	DATE: February 12, 2021
	REFERENCE: 250-2021-UNDP-UKR-RFP-e-Services

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.**

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 **Thursday, February 25, 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/cconduct_english.pdf

Thank you and we look forward to receiving your Proposal.

Sincerely yours,

Manal Fouani

Ms. Manal Fouani,
Deputy Resident Representative,
UNDP in Ukraine

AD

Annex 1

Description of Requirements

Context of the Requirement	Project name: Digital, Inclusive, Accessible: Support to Digitalization of Public Services in Ukraine (DIA Support)
Implementing Partner of UNDP	The Ministry of Digital Transformation of Ukraine
Brief Description of the Required Services ¹	Services linked to expanding the functionality of the "Diia.gov.ua" portal (electronic applications from IDPs for a state-run reduced-interest mortgage programme). The selected vendor will work with the Ministry of Digital Transformation, the "Diia" state-owned enterprise 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, who would like to take part in the reduced-interest mortgage program, will have access to additional functionalities as per TOR (Annex 2)
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	All documents should be transmitted to UNDP electronically (formats of * .docx, * .xlsx, * .pptx, * .pdf or other commonly used formats) in the Ukrainian language.
Location of work	<input type="checkbox"/> Exact Address/es <i>[pls. specify]</i> <input checked="" type="checkbox"/> At Contractor's Location
Expected duration of work	1 month
Target start date	1 March, 2021
Latest completion date	2 April, 2021
Travels Expected	N/A
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>

¹ 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.

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. https://treasury.un.org/operationalrates/OperationalRates.php
Value Added Tax on Price Proposal	<input checked="" type="checkbox"/> must be inclusive of VAT and other applicable indirect taxes <input 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 type="checkbox"/> 60 days <input checked="" 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	<p><u>Technical Proposal (70%)</u></p> <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>
	<p><u>Financial Proposal (30%)</u></p> <p>To be computed as a ratio of the Proposal's offer to the lowest price among the proposals received by UNDP.</p>
UNDP will award the contract to:	<input checked="" type="checkbox"/> One and only one Service Provider <input type="checkbox"/> One or more Service Providers, depending on the following factors
Contract General Terms and Conditions ²	<input type="checkbox"/> General Terms and Conditions for contracts (goods and/or services) <input checked="" type="checkbox"/> General Terms and Conditions for de minimis contracts (services only, less than \$50,000) <p>Applicable Terms and Conditions are available at: http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html</p>
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
Contact Person for Inquiries (Written inquiries only) ³	<p><i>Procurement Unit UNDP</i> <i>Kyiv, Ukraine</i> <i>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>

² 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.

³ 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.

Documents to be submitted with the proposal	<ul style="list-style-type: none"> 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 company 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. <p>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.</p>
Other Information [pls. specify]	<p>Pre-bid conference will be conducted</p> <p>22.02.2021, at 12:00 Via Zoom</p> <p>To express your interest to take part please send notification to procurement.ua@undp.org, point out tender reference in subject, 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>Electronic submission requirements:</p> <ol style="list-style-type: none"> Format: PDF files, ZIP archives only File names must be maximum 60 characters long and must not contain any letter or special character other than from Latin alphabet/keyboard. All files must be free of viruses and not corrupted. 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. Time Zone to be Recognized: [Kyiv +2] Max. File Size per transmission: 5 MB Mandatory subject of email: 250-2021-UNDP-UKR-RFP-e-Services, Part №.... From (total quantity of parts in submission) 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. Please do not duplicate your submission to procurement.ua@undp.org. This address is used only for questions and answers. 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.

Terms of Reference
for services linked to expanding the functionality of the "Diia.gov.ua" portal
(electronic applications from IDPs for a state-run reduced-interest mortgage
programme)

Project name:	UNDP: Digital, Inclusive, Accessible: Support to Digitalisation of State Services in Ukraine (DIA Support) Project
Starting date of assignment:	1 March 2021
End date (if applicable):	On or before 2 April 2021
Management arrangements:	Reporting to the DIA Support Project Manager
Selection method:	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
Payment arrangements:	30 days net (payments linked to deliverables)

1. BACKGROUND

Ukraine has made significant strides in digitalising the state and its functions. Successes of the Prozorro system, implementation of the national interoperability system for state registries (Trembita), increasing the transparency of public sector through open-data initiative, development of digital public services under "State in smartphone" initiative are well-known and documented. The Ministry of Digital Transformation (MDT) created in 2019 aims to continue and expand 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 digitalisation 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 marginalise 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 Digitalisation 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

Over the last several months, the Ministry of Digital Transformation, the State Fund for Support of Youth Housing Construction as well as other relevant state entities have been in contact with international partners in the Government of Germany to establish a state-run reduced-interest mechanism for mortgages aimed at IDPs. The agreement on launching the mechanism will be finalized in the next few days and relevant regulations are expected to be approved by the Cabinet of Ministers of Ukraine. The mechanism (user journey) as envisaged at this point in draft form is presented here: <https://cawemo.com/share/2c30bf2d-95f7-4f90-9e7d-8a8067afb230>.

The new electronic service that enables IDPs to submit applications for state-run reduced-interest mortgages envisages, amongst other things, the expansion of the existing “Diia.gov.ua” functionality so that Diia users could fill out an application form online to be entered into a draw to be considered for mortgage by the State Fund for Support of Youth Housing Construction. UNDP has received an official request from the Ministry of Digital Transformation of Ukraine to help expand the existing “Diia.gov.ua” functionality (add the relevant application form), ensure verification of data provided by the user with the IDP database and, thereupon send the verified data to the State Fund for Support of Youth Housing Construction for further consideration and decision-making. The draft vision of the business-process (as it could, potentially, be spelt out in the relevant Cabinet of Ministers regulations) and data-fields of the application form are presented in an Annex to this TOR.

The main objective of the assignment, to be completed by a highly-qualified vendor of software development services, is to help the Ministry of Digital Transformation, as well as its subsidiary bodies (e.g. “Diia” state-owned enterprise) expand the functionality of the already operational and duly certified “Diia.gov.ua” portal with an application form to be filled by IDPs, who wish to participate in the state-run reduced-interest mechanism for mortgages as run by the State Fund for Support of Youth Housing Construction. The vendor will not be responsible for designing a mechanism for selection of individual applicants from the applicant pool (mechanism to be done by the State Fund for Support of Youth Housing Construction) or design and protection of mechanisms for personal data protection by the State Fund for Support of Youth Housing Construction. More details on the expected deliverables are presented in the next section.

3. SCOPE OF WORK AND EXPECTED OUTPUTS

The selected vendor will work with the Ministry of Digital Transformation, the “Diia” state-owned enterprise 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, who would like to take part in the reduced-interest mortgage program, would be able to:

- Authenticate themselves to enter the portal via BankID, MobileID, digital signature (already available);

- Access the relevant application form (to be designed by the vendor);
- Throughout the application process, get verified against the relevant IDP database of Ministry of Social Policy to see if he / she is indeed registered as an IDP (API data exchange and verification confirmation to be designed by the vendor);
- Throughout the application process, get verified against databases of other state databases, should that be necessary, to pre-validate data in the draft application form (API 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 information telecommunications system of the State Fund for Support of Youth Housing Construction for further processing (transfer of application data to be designed by the vendor; once the data is successfully submitted to the Fund, processing on the "Diia" end is complete);
- Receive a notification from the "Diia.gov.ua" portal of successful enrollment, and, possibly, selection by the Fund or a negative result of the selection (notification capability within "Diia" to be designed by the vendor; selection mechanism is designed and carried out by the State Fund for Support of Youth Housing Construction without the vendor's intervention).

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

1. **Citizen-clients (rights-holders)** – citizens of Ukraine (18 years of age and older) are able to fill out, sign and submit an application in electronic form using the Diia portal, to announce that they would like to take part in the reduced-interest mechanism for mortgages as run by the State Fund for Support of Youth Housing Construction. They are also able to receive notifications of a decision by the State Fund on their admission or non-admission to the draw;
2. **State Fund for Support of Youth Housing Construction (duty-bearer)** – receive the information provided by citizen-clients in their applications and decide on enrollment of these individuals into the roster of persons eligible for the reduced-interest mechanism for mortgages or notify the applicants of the reason for non-inclusion into the register.

The logic of the business-process 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 portal checks the IDP status of the user through an information request to the information system of the Ministry of Social Policy;
3. If the IDP status is confirmed, the portal displays a list of services provided to internally displaced persons;
4. The user selects "e-Notification for inclusion into a register to obtain a mortgage for IDPs";
5. The application form is then filled in with information about the applicant and their family. The web-portal generates data structure for the applicant's family members data. This structure should be done in a form of a constructor, where each member of the applicant's family is a separate entity, with the ability to add and remove family members;
6. The web-portal verifies the IDP status for the applicant's family members automatically through an exchange with the database of the Ministry of Social Policy;
7. The user signs the application with their electronic signature;
8. The portal temporarily stores the application until the application is sent to the State Fund for Support of Youth Housing Construction;
9. The portal aggregates all generated applications on a daily basis and sends them to the State Fund for Support of Youth Housing Construction for processing and consideration;
10. Employees of the State Fund for Support of Youth Housing Construction process the applications the next day;

11. The State Fund for Support of Youth Housing Construction on a daily basis aggregates all generated responses to applications for the previous day and sends them to the "Diia.gov.ua" portal.
12. The "Diia.gov.ua" portal informs the applicant about the outcome of the application to be included into the relevant register of the State Fund for Support of Youth Housing Construction.

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
Deliverable 1	<ul style="list-style-type: none"> Detailed technical requirements for the development of expanded functionality of the "Diia.gov.ua" portal and other aspects of the overall electronic service, as vetted and internally approved by the Ministry and / or SOE "Diia". The package should include, at a minimum, (a) detailed terms of reference or other specifications based on the underlying regulations that govern the relevant state service process for IDPs, (b) specifications for data exchange between the "Diia.gov.ua" portal and registries required for completion of the electronic service (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
Deliverable 2	<ul style="list-style-type: none"> 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 Ministry and / or SOE "Diia"; 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 SOE Diia 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; Report on level of WCAG compliance (automated testing report); Final Act of Acceptance of Works from the Ministry and / or SOE "Diia" stipulating that the works have been completed in due manner and accepted by the recipient. 	Within 15 working days of completing Deliverable 1

4. MONITORING / REPORTING REQUIREMENTS:

The Contractor shall report to the DIA Support Project Manager. The payment shall be arranged upon completion, presentation and UNDP approval of the Deliverables as listed in the table above. The final report shall be submitted to UNDP no later than 2 April 2021 or as indicated in the relevant contract.

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.

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, except for state-owned or communal enterprises)**.
- At least **7 (seven) 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 form of involvement):
 - **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, as well as the proposed schedule of works to be performed (Implementation Schedule);
- 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				
	Total	100%	700				
	Remarks						

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">Well-known reputable market player, demonstrating financial stability – 50 points;Small-size organization, meeting minimum requirements to experience and financial standing – 30 points.	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">5 or more letters of recommendation that quote excellent performance – 50 points;3-4 letters of recommendation that quote highly satisfactory or excellent performance – 40 points;At least 2 letters of recommendation that quote satisfactory performance – 30 points.	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">Over 15 years – 50 points;From 12 to 15 years – 40 points;From 8 to 11 years – 30 points;At least 7 years - 20 points;	50			
1.3	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 <ul style="list-style-type: none">3 (three) or more highly relevant projects, considering the scope and nature of services provided – 70 points;At least 2 (two) highly relevant projects, considering the scope and nature of services provided – 50 points;	70			

	<ul style="list-style-type: none"> At least 2 (two) relatively relevant projects, which scope or nature are slightly relevant – 30 points. 				
1.4	Previous work with the “Diia.gov.ua” portal as an asset	30			
Total for Form 1		250			

Technical Proposal Evaluation Form 2		Points Obtainable	Company		
			A	B	C
Proposed technical approach					
2.1	Clarity and relevance of the proposed approach (cumulative) : <ul style="list-style-type: none">Detailed methodology and clear identification of implementation steps – 40 points;Understanding of all necessary stages and complexity of the assignment - 35 pointsProposed approach requires clarifications and further development - 20 points	Up to 75			
2.2	Insightful risk analysis and proposed ways to reduce / address risk (cumulative) : <ul style="list-style-type: none">Clear and realistic identification of all potential risks – 25 points;Adequate risk mitigation strategy proposed – 30 points;General understanding of context and goals of further system development - 20 points;Multiple risks are omitted or ignored, no clear strategy for risk mitigation, context understanding is low – 20 points	Up to 75			
2.3	Presentation of understanding TOR requirements and proposed timetable / schedule of implementation: <ul style="list-style-type: none">Clear presentation promising realistic and efficient implementation of the project, timetable in line with requirements of TOR – 50 pointsOverall understanding of the assignment, timetable to be clarified and adjusted – 30 points	50			
Total for Form 2		200			

Technical Proposal Evaluation Form 3		Points Obtainable	Company		
			A	B	C
Personnel					
	System Architect / Team Leader (one person)				

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"> • PhD or post-doctoral degree – 20 points • At least Master's/ Specialist degree – 15 points 	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"> • Over 13 years – 30 points • From 8 to 13 years - 20 points • At least 7 years – 10 points 	30			
3.3	Portfolio of successfully completed projects similar to this one. <ul style="list-style-type: none"> • Over 20 – 30 points • Between 15 and 19 – 25 points • Between 11 and 14 – 20 points • At least 10 – 15 points 	30			
3.4	Experience of working with the Diia system or with similar citizen-oriented software systems	20			
	Subtotal	Up to 100			
	Senior Software Engineer (one person)				
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"> • PhD or post-doctoral degree – 20 points • At least Master's/ Specialist degree – 15 points 	20			
3.6	Experience: at least 5 (five) years of professional experience in building similar systems. <ul style="list-style-type: none"> • Over 10 years – 20 points • From 6 to 10 years - 15 points • At least 5 years – 10 points 	20			
3.7	Portfolio of successfully completed projects similar to this one. <ul style="list-style-type: none"> • Over 20 – 40 points • Between 15 and 19 – 30 points • Between 11 and 14 – 20 points • At least 10 – 10 points 	40			
3.8	Experience of working with the Diia system or with similar citizen-oriented software systems	20			
	Subtotal	Up to 100			
	Junior Software Engineer / Tester (one person)				

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"> • Master's/ Specialist degree – 10 points • At least Bachelor's degree or demonstrated professional training (non-degree) – 7 points 	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"> • Over 4 years – 20 points • From 2 to 4 years - 15 points • At least 2 years – 10 points 	20			
3.7	Portfolio of successfully completed projects similar to this one. <ul style="list-style-type: none"> • Over 20 – 20 points • Between 15 and 19 – 15 points • Between 11 and 14 – 10 points • At least 10 – 5 points 	20			
	Subtotal	Up to 50			
Total for Form 3		250			

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".

No travel is envisaged under this contract.

Annex 1 to TOR: Draft description of the user journey for filling out the application from Internally Displaced Persons (IDPs) for a state-run reduced-interest mortgage programme with the State Fund for Support of Youth Housing Construction and application form

Draft description of the user-journey (to be checked against regulations as adopted by the Cabinet of Ministers)

Заява про намір отримати кредит подається особою при особистому зверненні такої особи до Державної спеціалізованої фінансової установи "Державний фонд сприяння молодіжному житловому будівництву" (далі – Держмолодьжитло) та за її присутності шляхом заповнення відповідної форми, розміщеної на сайті Держмолодьжитло або в електронній формі через Єдиний державний вебпортал електронних послуг (далі – Портал Дія).

Заява про намір отримати кредит в електронній формі через Портал Дія подається до Держмолодьжитло особою, яка пройшла автентифікацію з використанням інтегрованої системи автентифікації, кваліфікованого електронного підпису або інших засобів електронної ідентифікації, які дають змогу однозначного встановлення особи заявника.

Заяву про намір отримати кредит в електронній формі, яка формується програмними засобами Порталу Дія, особа заповнює у довільній формі, придатній для сприйняття її змісту, відповідно до відомостей, зазначених у цьому пункті.

У електронній формі заяви зазначаються:

- прізвище, ім'я, по батькові (за наявності) особи, яка подає заяву про намір отримати кредит, та членів її сім'ї, на яких поширюється дія пункту 7 цього Порядку;
- дата народження особи, яка подає заяву про намір отримати кредит, та членів її сім'ї, на яких поширюється дія пункту 7 цього Порядку;
- стать особи, яка подає заяву про намір отримати кредит, та членів її сім'ї, на яких поширюється дія пункту 7 цього Порядку;
- серія (за наявності) та номер паспорта громадянина України або документа, що посвідчує особу та підтверджує її спеціальний статус, дату видачі та орган, що видав документ особі, яка подає заяву про намір отримати кредит;
- реєстраційний номер облікової картки платника податків (крім випадків, коли особа через свої релігійні переконання відмовляється від прийняття реєстраційного номера облікової картки платника податків та офіційно повідомила про це відповідному контролюючому органу і мають відмітку у паспорті) особи, яка подає заяву про намір отримати кредит, та членів її сім'ї, на яких поширюється дія пункту 7 цього Порядку (крім малолітніх дітей);
- регіон, в якому особа, яка подає заяву про намір отримати кредит, бажає отримати кредит;
- кількість членів сім'ї, на яких поширюється дія пункту 7 цього Порядку;

- контактні дані особи, яка подає заяву про намір отримати кредит (адреса електронної пошти, номер телефону).

Портал Дія шляхом інформаційної взаємодії з Єдиною інформаційною базою даних про внутрішньо переміщених осіб в режимі реального часу здійснює перевірку щодо наявності особи, яка подає заяву в електронній формі про намір отримати кредит, та членів її сім'ї, на яких поширюється дія пункту 7 цього Порядку, в Єдиній інформаційній базі даних про внутрішньо переміщених осіб.

У разі відсутності особи, яка подає заяву про намір отримати кредит в електронній формі, та членів її сім'ї, на яких поширюється дія пункту 7 цього Порядку в Єдиній інформаційній базі даних про внутрішньо переміщених осіб, інформація про це повідомляється особі програмними засобами Порталу Дія.

Обробка персональних даних особи, яка подає заяву в електронній формі про намір отримати кредит, та членів її сім'ї здійснюється у порядку, визначеному законодавством про захист персональних даних та захист інформації в інформаційно-телекомунікаційних системах.

Заява вважається поданою у разі заповнення ідентифікованою особою всіх полів форми та підтвердження наявності особи, яка подає заяву про намір отримати кредит в електронній формі, та членів її сім'ї, на яких поширюється дія пункту 7 цього Порядку, в Єдиній інформаційній базі даних про внутрішньо переміщених осіб.

Портал Дія шляхом інформаційної взаємодії передає відомості, зазначені в електронній формі заяви про намір отримати кредит, до електронної інформаційної системи Держмолодьжитло (Централізована комплексна система 1С).

Держмолодьжитло розглядає відомості, зазначені в електронній формі заяви про намір отримати кредит, надані Порталом Дія, та приймає рішення щодо включення особи, яка подала заяву про намір отримати кредит, до реєстру, або відмову, інформацію про що шляхом інформаційної взаємодії передає Порталу Дія.

Про відповідне рішення Держмолодьжитло повідомляється особі, яка подала заяву про намір отримати кредит в електронній формі, програмними засобами Порталу Дія.

Інформаційна взаємодія Порталу Дія та Єдиної інформаційної бази даних про внутрішньо переміщених осіб, здійснюється відповідно до Положення про електронну взаємодію державних електронних інформаційних ресурсів, затвердженого постановою Кабінету Міністрів України від 8 вересня 2016 р. № 606 "Деякі питання електронної взаємодії державних електронних інформаційних ресурсів" (Офіційний вісник України, 2016 р., № 73, ст. 2455).

Порядок інформаційної взаємодії Порталу Дія та електронної інформаційної системи Держмолодьжитло, структура та формат інформації, зазначеної в цьому пункті, що передається, механізм та канали інформаційного обміну, процедури взаємодії інформаційних систем, обліку інформаційних файлів визначаються Міністерством цифрової трансформації України разом з Держмолодьжитло, а за наявності технічної можливості відповідно до Положення про електронну взаємодію державних електронних інформаційних ресурсів, затвердженого постановою Кабінету Міністрів України від 8 вересня 2016 р. № 606 "Деякі питання електронної

взаємодії державних електронних інформаційних ресурсів” (Офіційний вісник України, 2016 р., № 73, ст. 2455).

Application form sections and types of information to be entered

Name of an attribute	Type	Editable	Description
Information about the applicant			
Last name	string	no	Data from the authentication source (bank for BankID, the certificate for digital signature or MobileID)
First name	string	no	Data from the authentication source (bank for BankID, the certificate for digital signature or MobileID)
Surname (optional)	string	no	Data from the authentication source (bank for BankID, the certificate for digital signature or MobileID)
Date of birth	string	no	Data from the authentication source (bank for BankID, the certificate for digital signature or MobileID)
Sex	boolean	yes	Data from the authentication source (bank for BankID, the certificate for digital signature or MobileID)
Tax number	string	no	Data from the authentication source (bank for BankID, the certificate for digital signature or MobileID)
Information about family members of the applicant			
Last name	string	no	Provided by an applicant
First name	string	no	Provided by an applicant
Surname (optional)	string	no	Provided by an applicant
Date of birth	string	no	Provided by an applicant
Sex	boolean	yes	Provided by an applicant
Tax number	string	no	Provided by an applicant
Passport (or other ID) of an applicant			
Series*	string	yes	Provided by an applicant
Document number*	string	yes	Provided by an applicant

ID card number**	string	no	Automatically filled with information from the user profile
Issued authority***	string	no	Automatically filled with information from the user profile
Date of document issue***	date	no	Automatically filled with information from the user profile
Valid until date**	date	no	Automatically filled with information from the user profile
Oblast where the applicant wants to use the mortgage			
Oblast	string	yes	Filled by the applicant from the dropdown list
Contacts of an applicant			
Phone number	string	yes	Automatically filled with information from the user profile
Email	string	yes	Automatically filled with information from the user profile

* - fields that are available if the passport of the applicant is an old version (not id card).

** - fields that are filled automatically if the applicant has a passport in the form of an ID-card.

*** - fields that are filled automatically if the applicant has a passport in the form of an ID-card, or, if an applicant has no ID card – manually.

Annex 3

FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL⁴

(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery⁵)

[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 250-2021-UNDP-UKR-RFP-e-Services dated [specify date], and all of its attachments, as well as the provisions of the UNDP General Contract Terms and Conditions:

⁴ This serves as a guide to the Service Provider in preparing the Proposal.

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

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	
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

<p><i>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.</i></p> <p>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</p>

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

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

Description of Activity	Remuneration per Unit of Time	Total Period of Engagement	No. of Personnel	Total Rate
I. Personnel Services				
II. Administrative costs				

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

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

GENERAL TERMS AND CONDITIONS FOR SERVICES

1.0 LEGAL STATUS:

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

2.0 SOURCE OF INSTRUCTIONS:

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

3.0 CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES:

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

4.0 ASSIGNMENT:

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

5.0 SUB-CONTRACTING:

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

6.0 OFFICIALS NOT TO BENEFIT:

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

7.0 INDEMNIFICATION:

The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, UNDP, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Contractor, or the Contractor's employees, officers, agents or sub-contractors, in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.

8.0 INSURANCE AND LIABILITIES TO THIRD PARTIES:

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

9.0 ENCUMBRANCES/LIENS:

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

10.0 TITLE TO EQUIPMENT:

Title to any equipment and supplies that may be furnished by UNDP shall rest with UNDP and any such equipment shall be returned to UNDP at the conclusion of this Contract or when no longer needed by the Contractor. Such equipment, when returned to UNDP, shall

be in the same condition as when delivered to the Contractor, subject to normal wear and tear. The Contractor shall be liable to compensate UNDP for equipment determined to be damaged or degraded beyond normal wear and tear.

11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

- 11.1** Except as is otherwise expressly provided in writing in the Contract, the UNDP shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the Contractor has developed for the UNDP under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract, and the Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for the UNDP.
- 11.2** To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, the UNDP does not and shall not claim any ownership interest thereto, and the Contractor grants to the UNDP a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.
- 11.3** At the request of the UNDP; the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to the UNDP in compliance with the requirements of the applicable law and of the Contract.
- 11.4** Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract shall be the property of the UNDP, shall be made available for use or inspection by the UNDP at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNDP authorized officials on completion of work under the Contract.

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

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

13.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:

Information and data that is considered proprietary by either Party and that is delivered or disclosed by one Party ("Discloser") to the other Party ("Recipient") during the course of

performance of the Contract, and that is designated as confidential ("Information"), shall be held in confidence by that Party and shall be handled as follows:

13.1 The recipient ("Recipient") of such information shall:

13.1.1 use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate; and,

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

13.2 Provided that the Recipient has a written agreement with the following persons or entities requiring them to treat the Information confidential in accordance with the Contract and this Article 13, the Recipient may disclose Information to:

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

13.2.2 the Recipient's employees, officials, representatives and agents who have a need to know such Information for purposes of performing obligations under the Contract, and employees officials, representatives and agents of any legal entity that it controls controls it, or with which it is under common control, who have a need to know such Information for purposes of performing obligations under the Contract, provided that, for these purposes a controlled legal entity means:

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

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

13.2.2.3 for the UNDP, an affiliated Fund such as UNCDF, UNIFEM and UNV.

13.3 The Contractor may disclose Information to the extent required by law, provided that, subject to and without any waiver of the privileges and immunities of the United Nations, the Contractor will give the UNDP sufficient prior notice of a request for the disclosure of Information in order to allow the UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.

13.4 The UNDP may disclose Information to the extent as required pursuant to the Charter of the UN, resolutions or regulations of the General Assembly, or rules promulgated by the Secretary-General.

13.5 The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder.

- 13.6** These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.

14.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

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

15.0 TERMINATION

- 15.1** Either party may terminate this Contract for cause, in whole or in part, upon thirty (30) days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16.2 ("Arbitration"), below, shall not be deemed a termination of this Contract.
- 15.2** UNDP reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case UNDP shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.
- 15.3** In the event of any termination by UNDP under this Article, no payment shall be due from UNDP to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract.

- 15.4** Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, the UNDP may, without prejudice to any other right or remedy it may have under the terms of these conditions, terminate this Contract forthwith. The Contractor shall immediately inform the UNDP of the occurrence of any of the above events.

16.0 SETTLEMENT OF DISPUTES

- 16.1 Amicable Settlement:** The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of this Contract or the breach, termination or invalidity thereof. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the parties.

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

17.0 PRIVILEGES AND IMMUNITIES:

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

18.0 TAX EXEMPTION

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

19.0 CHILD LABOUR

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

20.0 MINES:

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

21.0 OBSERVANCE OF THE LAW:

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

22.0 SEXUAL EXPLOITATION:

- 22.1** The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all appropriate measures to prohibit its employees or other persons engaged by it from, exchanging any money, goods, services, offers of employment or other things of value, for sexual favors or activities, or from engaging in any sexual activities that are exploitive or degrading to any person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle UNDP to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.
- 22.2** The UNDP shall not apply the foregoing standard relating to age in any case in which the Contractor's personnel or any other person who may be engaged by the Contractor to perform any services under the Contract is married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such Contractor's personnel or such other person who may be engaged by the Contractor to perform any services under the Contract.

23.0 AUTHORITY TO MODIFY:

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