



## REQUEST FOR PROPOSAL (RFP)

ALL INTERESTED	DATE: May 11, 2021
	REFERENCE: 490-2021-UNDP-UKR-RFP-DIA

Dear Sir / Madam:

We hereby invite you to submit your Proposal for performing **for services linked to testing and analysis of accessibility level of Diia online-recourses ecosystem.**

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, May 27, 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/unscoc/conduct\\_english.pdf](https://www.un.org/Depts/ptd/sites/www.un.org.Depts.ptd/files/files/attachment/page/pdf/unscoc/conduct_english.pdf)

Thank you and we look forward to receiving your Proposal.

Sincerely yours,



Ms. Agnes Kochan,  
Operations Manager,  
UNDP in Ukraine

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## Annex 1

## Description of Requirements

Context of the Requirement	<b>Project name: UNDP Digital, Inclusive, Accessible: Support to Digitalisation of State Services in Ukraine (DIA Support) Project</b>
Implementing Partner of UNDP	The Ministry of Digital Transformation of Ukraine
Brief Description of the Required Services <sup>1</sup>	Services linked to testing and analysis of accessibility level of Diia online-recourses ecosystem.
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	5 months
Target start date	1 June, 2021
Latest completion date	On or before 8 November 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>
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>

<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.

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 (purchase, is conducted within the framework of international technical assistance project - explanation in Annex 5)
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><b><u>Technical Proposal (70% - 700 points)</u></b></p> <input checked="" type="checkbox"/> Expertise of the Firm (250 points) <input checked="" type="checkbox"/> Methodology, Its Appropriateness to the Condition and Timeliness of the Implementation Plan (200 points) <input checked="" type="checkbox"/> Management Structure and Qualification of Key Personnel (250 points)
	<p><b><u>Financial Proposal (30% - 300 points)</u></b></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 <sup>2</sup>	<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:  <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></p>
Annexes to this RFP	<input checked="" type="checkbox"/> Detailed TOR (Annex 2) <input checked="" type="checkbox"/> Form for Submission of Proposal (Annex 3) <input checked="" type="checkbox"/> GENERAL TERMS AND CONDITIONS FOR SERVICES (Annex 4) <input checked="" type="checkbox"/> VAT free procedure explanation (Annex 5)
Contact Person for Inquiries (Written inquiries only) <sup>3</sup>	<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>

<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.

<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.

<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>• Draft proposed methodology and approach that confirms full adherence to the TOR</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>
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<p>Other Information [pls. specify]</p>	<p><b>Pre-bid conference will be conducted</b></p> <p><b>20.05.2021, at 10:00</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 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>490-2021-UNDP-UKR-RFP-DIA-Testing and analysis of accessibility, 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 testing and analysis of accessibility level of Diia online-recourses ecosystem RFP/2021/490

<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>	1 June 2021
<b>End date (if applicable):</b>	On or before 8 November 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>	Lump Sum (payments linked to deliverables)

#### 1. BACKGROUND

Ukraine has been moving towards rapid digitalization throughout the last several years, alongside other countries of the world. One of the positive trends is that political declarations and priority-setting have been accompanied with practical steps that, oftentimes in an expedited manner, tried to deliver on promises of “Your State in Your Smartphone”. Such actions are extremely welcome and should be continued with the champion agency, the Ministry of Digital Transformation (MDT), at its helm.

At the same time, there is a growing body of both academic research and practical experience in Europe suggesting that even well-considered web-resources, electronic services and applications for citizen use are not immune to blind spots of neglecting rights of people with disabilities or those belonging to other vulnerable groups. Based on years of research and practical implementation, as well as Web content accessibility guidelines standard (WCAG), the EU adopted its **2016 Directive on the accessibility of the websites and mobile applications of public sector bodies** followed by the **Harmonized European Standard EN 301 549 V3.2.1 “Accessibility requirements for ICT products and services”**. Yet, even despite this, in 2019 the European Ombudsman took up and investigated a strategic case where a person with a visual impairment was prevented from making a complaint through the OLAF (European Anti-Fraud Office) web portal due to a faulty logic in the portal design.

Despite adopting regulations that guide the development and design of government web-resources, including their accessibility, in June 2019<sup>4</sup>, the level of accessibility of government online-resources in Ukraine is quite low. According to UNDP-commissioned rapid assessment in 2020, none of the 85+ resources tested satisfied all criteria for a completely accessible web portal or page. As Ukraine is expediting the rollout of its ambitious “Diia-Agenda” led by MDT, there is a pressing need to conduct in-depth testing and analysis of the Diia online-recourses ecosystem and some linked resources, to develop a comprehensive understanding of the current accessibility level, as well as prepare an actionable plan to improve it.

As such, UNDP Ukraine intends to commission in-depth testing and analysis of the Diia online-recourses ecosystem, preparation of the reports that will clearly and accurately reflect opportunities for improving accessibility, and development of detailed terms of reference (TORs) for relevant modification of online-

<sup>4</sup> Please see Cabinet of Ministers Decree “On amending regulations for operation of official web-sites of executive branch government bodies” as of 12 June 2019: <https://www.kmu.gov.ua/npas/pro-vnesennya-zmin-do-deyakih-postanov-kabinetu-ministriv-ukrayini-shchodo-funkcionuvannya-oficijnih-veb-sajtiv-organiv-vikonavchoyi-vladi-i120619?fbclid=IwAR0FWbSkUCqZl292AVvnd0hGh9ZOIwk5I43tHZdzkT5AsqsFP5Nhk0Ojx8o>



resources in the Diia ecosystem to make sure that the flagship electronic service portals, tools and apps are brought fully in line with WCAG provisions.

## 2. MAIN OBJECTIVE OF THE ASSIGNMENT

The selected Contractor shall undertake multi-stage in-depth testing and analysis of 18 online resources (17 PC-based solutions and one mobile application). The resources will be primarily scrutinized through the prism of the Harmonized European Standard EN 301 549 V3.2.1 "Accessibility requirements for ICT products and services" and WCAG version 2.1, as well as other best practices in sphere of online (web, mobile) accessibility. Each inspected online resource shall have a dedicated detailed report with an in-depth assessment of each online resource and a technical roadmap (ToR) for eliminating existing inconsistencies and accessibility errors (including solutions that can be deployed).

## 3. SCOPE OF WORK AND EXPECTED OUTPUTS

The selected vendor will test and analyze the Diia online-resources ecosystem (17 web-resources and 1 mobile app). A detailed methodology of accessibility testing and analysis of online resources shall be proposed as part of documentation to be submitted in technical proposal, for this bid. Amongst other things, this methodology shall be aligned with and reflect the following considerations:

1. The EN 301 549 V3.2.1 standard and WCAG 2.1/2.2 shall be used as the main accessibility criteria for testing and analysis of online resources;
2. Testing of each web-page type of online resource shall be conducted. If several web pages of the same type, have significant differences, each of these pages shall be tested (for example – each of the pages related to e-services on my.diia.gov.ua portal, differs significantly from each other and, therefore all e-services-related pages and fill-in forms shall be tested separately);
3. Testing of the online resources shall be done using both automated tools (IBM Accessibility tool, Axe-core, other toolkits with comparable functionality), and manual testing. In addition to web-content testing, the Contractor shall inspect content (including file-attachments – PDF, MS Word, Excel, PowerPoint or similar formats);
4. Documents resulting from such testing shall answer at least two major questions: (1) *what are the biggest barriers to full accessibility of this resource? (detailed report)* and (2) *what is the comprehensive pathway for fixing the identified deficiencies? (technical roadmap (TOR) for fixing found issues)*

The reports shall list (in detail) all accessibility issues with detailed descriptions for each issue type, including severity and examples of the issue impact on accessibility. The technical roadmaps shall be shaped as TORs for developers to fix the identified deficiencies. The TORs shall be written with appropriate level of technical detail, list all identified accessibility issues, their types, and pages where the issues were spotted. The TORs may also recommend possible ways to fix the located accessibility errors.

In providing services, the Contractor is expected to perform tasks that lead to the production of the **following deliverables**:

Deliverable #	Task description*	Deadline
<b>Deliverable 1</b>	<ul style="list-style-type: none"> <li>Report with results of the testing for <b>diia.gov.ua</b> and <b>my.diia.gov.ua</b> (one portal) and detailed TOR for suggested improvements for the developers;</li> <li>Report with results of the testing for <b>id.gov.ua</b> and detailed TOR for suggested improvements for the developers.</li> </ul>	Within 30 working days after signing the Contract

<b>Deliverable 2</b>	<ul style="list-style-type: none"> <li>Report with results of the testing for DIIA <b>mobile application</b> and detailed TOR for suggested improvements for the developers;</li> <li>Report with results of the testing for the <b>thedigital.gov.ua</b> online resource and detailed TOR for suggested improvements for the developers.</li> </ul>	Within 30 working days of completing Deliverable 1
<b>Deliverable 3</b>	<ul style="list-style-type: none"> <li>Report with results of the testing for the <b>osvita.diia.gov.ua</b> online resource and detailed TOR for suggested improvements for the developers;</li> <li>Report with results of the testing for the <b>guide.diia.gov.ua</b> online resource and detailed TOR for suggested improvements for the developers;</li> <li>Report with results of the testing for the <b>business.diia.gov.ua</b> online resource and detailed TOR for suggested improvements for the developers.</li> </ul>	Within 30 working days of completing Deliverable 2
<b>Deliverable 4</b>	<ul style="list-style-type: none"> <li>Report with results of the testing for the following online resource and detailed TOR for suggested improvements for the developers: <ul style="list-style-type: none"> <li><b>chat.diia.gov.ua</b></li> <li><b>national-projects.thedigital.gov.ua</b></li> <li><b>plan2.diia.gov.ua</b></li> <li><b>vzaemo.diia.gov.ua</b></li> <li><b>bezdabi.gov.ua</b></li> <li><b>design.diia.gov.ua</b></li> <li><b>go.diia.app</b></li> <li><b>passport.diia.gov.ua</b></li> <li><b>sticker.diia.gov.ua</b></li> <li><b>student.diia.gov.ua</b></li> <li><b>team.diia.gov.ua</b></li> </ul> </li> </ul>	Within 20 working days of completing Deliverable 3

\* The final listing of the resources to be tested will be confirmed with MDT before commencement of the works and services, and resources indicated above may be changed to other portals, sites or apps after validation with UNDP.

All reports and TORs, that will be produced, must be in Ukrainian.

**The proposed structure of the reports** (note: the structure may be altered based on feedback from the UNDP and MDT):

- Report's **executive summary** highlighting the contents, general level of the asseccability of the online-resource, using 1-100 scale, with explanation of the critical issues found and how they impact accessibility of the resource;
- Description of the methodology used to complete the testing and analysis, including brief outline of the testing process;
- The main body of the report with **findings of issues on accessibility** on page type basis (or, if needed, page basis), including overview of the accessibility issues types found;
- Recommendations and conclusions;**
- Annexed tables, illustrations, schemes and other graphic elements as necessary;

**The proposed structure of the TOR** (note: the structure may be altered based on feedback from the UNDP and MDT) – TOR structure should be based on the requirments of the DSTUs of 34 series.

#### 4. MONITORING / REPORTING REQUIREMENTS:

The Contractor shall report to the DIA Support Project Manager. 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 recommendations.

All deliverables should be transmitted to UNDP electronically (formats of \* .docx, \* .xlsx, \* .pptx, \* .pdf or others specified in the Deliverables section above) on the electronic source or in the form of electronic communication in the Ukrainian language. UNDP will provide payments upon provision and acceptance of deliverables. DIA Support Project Manager accepts the deliverables, checking its reports and ToRs are compliant with the methodology applied and its all scope of the testing was fully covered. Representative from Ministry of Digital Transformation takes part in final verification of results.

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. UNDP will be the ultimate authority to control the quality of work results and assess the Contractor's performance during the assignment. 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).

In particular, the payment schedule will be as follows:

- **Deliverable 1 – 30%**
- **Deliverable 2 – 20%**
- **Deliverable 3 – 35%**
- **Deliverable 4 – 15%**

#### 5. REQUIREMENTS FOR CONTRACTOR (COMPANY/ORGANISATION/EXPERT GROUP)

The task foresees that the following minimum requirements are in place for the company (minimum team composition included):

##### **Key requirements for the organization:**

- Properly registered company/organization (commercial, non-profit, or academic). If the bid comes from a consortium, all consortium members have to be properly registered;
- At least 3 (three) years of proven professional experience in accessibility testing and analysis. If the bid comes from a consortium, all consortium members have to satisfy this criterion;
- At least 2 (two) projects of similar scope and complexity conducted in the last 10 years or since the founding of the organization, whichever is the case (links to online resources or textual reports ought to be provided for evaluation);
- A project team that has the following minimum composition and qualifications:
  - **Team Leader and Project Manager (one person)**
    - **Education**
      - Education: University degree (Bachelor's or higher) in Law, ITC, Sociology or related field
    - **Experience**
      - At least two (2) years of professional experience of work with IT, software / code testing or accessibility design and testing and production of reports as a result of such work;

- Excellent reporting skills (a link to at least one report on technical issues authored by the Team Leader is to be shared for assessment as a writing sample);
  - Firsthand experience of testing at least 10 web-resources / software packages for accessibility;
  - Experience of working with government agencies on local or national level on issues of electronic governance and work with vulnerable groups considered as a strong asset.
- **Languages**
    - Fluent Ukrainian, English knowledge at the level necessary to read EU regulations, acquis and standards.
- **Testers (at least three persons)**
    - **Education**
      - Education: University degree (Bachelor's or higher) in technical or social sciences or combination of some university education with at least two (2) years of experience in the sphere of IT, software / code testing or accessibility design and testing;
    - **Experience**
      - At least two (2) years of professional experience of work with IT, software / code testing or accessibility design and testing;
      - Firsthand experience of testing at least 20 web-resources / software packages for accessibility;
      - First-hand knowledge of accessibility software (screen-readers, magnifiers, or other similar tools) and knowledge of accessibility challenges of people with disabilities is considered a strong asset.
    - **Languages**
      - Fluent Ukrainian.
  - **Technical writer (one person)**
    - **Education**
      - Education: University degree (Bachelor's or higher) in technical or social sciences or combination of some university education with at least five (5) years of experience in the sphere of IT, software / code testing, technical writing or accessibility design and testing;
    - **Experience**
      - At least two (2) years of professional experience of work with IT, software / code testing or accessibility design and testing;
      - Firsthand experience in technical writing at least 10 Reports\ToRs\other similar technical documentation;
      - First-hand knowledge of accessibility software (screen-readers, magnifiers, or other similar tools) and knowledge of accessibility challenges of people with disabilities is considered a strong asset.
    - **Languages**
      - Fluent Ukrainian, English knowledge at the level necessary to read EU regulations, acquis and standards.

## 6. DOCUMENTS TO BE SUBMITTED IN TECHNICAL PROPOSAL

### Proposals should include:

- **Company (organization, non-profit, academic institution) profile**, which should not exceed ten (10) pages but should include links to previous projects of similar nature. The profile shall explicitly note the information contained in the Evaluation Criteria section. In case of a consortium bid, please indicate this information for the consortium lead organization first and then for other bid members or subcontractors;

- **Draft proposed methodology and approach** that confirms full adherence to the TOR;
- At least **two reference letters** for the company (organization, non-profit, academic institution) from the previous customers/clients/partners reflecting the nature of projects implemented, their results and the role of the applicant;
- Description of the **proposed team**, including CVs of the team suggested and **relevant reports/materials** that allow to assess their experience. For more details, see the section "Key requirements for the organization";
- 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 organization submitting the proposal	36%	250				
2	Proposed work approach	28%	200				
3	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 organization submitting the proposal

Form 2. Proposed work approach

Form 3. Personnel

Technical Proposal Evaluation Form 1		Points obtainable	Company / Other Entity		
			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 – 100 points;</li><li>Small-size organization – 70 points.</li></ul>	100			
1.2	Positive feedback 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 – 40 points;</li><li>At least 2 letters of recommendation that quote satisfactory performance – 30 points.</li></ul>	50			
1.3	Years of proven professional experience in accessibility testing and analysis, as demonstrated by the company profile that is to be submitted with the proposal <ul style="list-style-type: none"><li>Over 8 years – 50 points;</li><li>6-7 years – 40 points;</li><li>4-5 years – 30 points;</li><li>At least 3 years - 20 points;</li></ul>	50			
1.4	Relevance of the 2 (two) projects (in-depth resource testing, design of recommendations and terms of reference for elimination of accessibility errors), as demonstrated by the company profile <ul style="list-style-type: none"><li>3 (three) or more highly relevant projects, considering the scope and nature of services provided – 50 points;</li><li>At least 2 (two) highly relevant projects, considering the scope and nature of services provided – 40 points;</li><li>At least 2 (two) relatively relevant projects, which scope or nature are slightly relevant – 30 points.</li></ul>	50			
Total for Form 1		250			

Technical Proposal Evaluation Form 2	Points Obtainable	Company / Other Entity		
		A	B	C
Proposed work approach				

2.1	Clarity and relevance of the proposed approach ( <i>cumulative</i> ): <ul style="list-style-type: none"> <li>Detailed methodology and clear identification of implementation steps – 40 points;</li> <li>Understanding of all necessary stages and complexity of the assignment - 35 points</li> <li>Proposed approach requires clarifications and further development - 20 points</li> </ul>	Up to 75			
2.2	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 – 75 points</li> <li>Overall understanding of the assignment, timetable to be clarified and adjusted – 50 points</li> </ul>	Up to 75			
2.3	Approach to accessibility testing: <ul style="list-style-type: none"> <li>Systemic approach to accessibility testing, included manual and automatic testing, intergrated usage of international best practices and standards, inclusion of people with disabilities to testing process – 50 points</li> <li>Basic approach to accessibility testing, only automatic testing, rudimentary usage of international best practices and standards – 20 points</li> </ul>	Up to 50			
Total for Form 2		<b>200</b>			

Technical Proposal Evaluation Form 3		Points Obtainable	Company / Other Entity		
			A	B	C
Personnel					
	<b>Team Leader and Project Manager (one person)</b>				
3.1	Education: Education: University degree (Bachelor's or higher) in Law, ITC, Sociology or related field. <ul style="list-style-type: none"><li>Master's degree in Law, ITC, Sociology or related field – 20 points</li><li>Bachelor's degree in Law, ITC, Sociology or related field – 10 points</li></ul>	10			
3.2	Experience: at least two (2) years of professional experience of work with IT, software / code testing or accessibility design and testing and production of reports as a result of such work. <ul style="list-style-type: none"><li>Over 5 years – 20 points</li><li>From 2 to 5 years - 15 points</li><li>2 years – 10 points</li></ul>	20			

3.3	<p>Experience: excellent reporting skills (a link to at least one report on technical issues authored by the Team Leader is to be shared for assessment as a writing sample). Quality of the submitted report:</p> <ul style="list-style-type: none"> <li>• Excellent – 10 points</li> <li>• Satisfactory – 7 points</li> <li>• Weak – 5 points</li> </ul>	10			
3.4	<p>Experience: firsthand experience of testing at least 10 web-resources / software packages for accessibility</p> <ul style="list-style-type: none"> <li>• Up to or over 30 resources and packages – 20 points</li> <li>• up to 20 resources and packages – 15 points</li> <li>• 10 web-resources / software packages tested – 10 points</li> </ul>	20			
3.5	<p>Experience of working with government agencies on local or national level on issues of electronic governance and work with vulnerable groups considered as a strong asset.</p>	Up to 5			
	<b>Subtotal</b>	Up to 65			
	<b>Tester 1</b>				
3.6	<p>Education: university degree (Bachelor's or higher) in technical or social sciences or combination of some university education with at least two (2) years of experience in the sphere of IT, software / code testing or accessibility design and testing</p> <ul style="list-style-type: none"> <li>• Master's degree (or some university education + 10 years of experience in above-noted areas) – 10 points</li> <li>• Bachelor's degree (or some university education + 5 years of experience in above-noted areas) – 5 points</li> </ul>	10			
3.7	<p>Experience: at least two (2) years of professional experience of work with IT, software / code testing or accessibility design and testing</p> <ul style="list-style-type: none"> <li>• Over 8 years – 20 points</li> <li>• From 6 to 8 years – 15 points</li> <li>• From 3 to 5 years - 10 points</li> <li>• 2 years – 5 points</li> </ul>	20			
3.8	<p>Experience: firsthand experience of testing at least 20 web-resources / software packages for accessibility</p> <ul style="list-style-type: none"> <li>• Up to or over 60 resources and packages – 15 points</li> <li>• up to 40 resources and packages – 10 points</li> <li>• 20 web-resources / software packages tested – 5 points</li> </ul>	15			



3.9	Experience (asset): first-hand knowledge of accessibility software (screen-readers, magnifiers, or other similar tools) and knowledge of accessibility challenges of people with disabilities	Up to 5			
	<b>Subtotal</b>	Up to 50			
	<b>Tester 2</b>				
3.10	Education: university degree (Bachelor's or higher) in technical or social sciences or combination of some university education with at least two (2) years of experience in the sphere of IT, software / code testing or accessibility design and testing <ul style="list-style-type: none"> <li>• Master's degree (or some university education + 10 years of experience in above-noted areas) – 10 points</li> <li>• Bachelor's degree (or some university education + 5 years of experience in above-noted areas) – 5 points</li> </ul>	10			
3.11	Experience: at least two (2) years of professional experience of work with IT, software / code testing or accessibility design and testing <ul style="list-style-type: none"> <li>• Over 8 years – 20 points</li> <li>• From 6 to 8 years – 15 points</li> <li>• From 3 to 5 years - 10 points</li> <li>• 2 years – 5 points</li> </ul>	20			
3.12	Experience: firsthand experience of testing at least 20 web-resources / software packages for accessibility <ul style="list-style-type: none"> <li>• Up to or over 60 resources and packages – 15 points</li> <li>• up to 40 resources and packages – 10 points</li> <li>• 20 web-resources / software packages tested – 5 points</li> </ul>	15			
3.13	Experience (asset): first-hand knowledge of accessibility software (screen-readers, magnifiers, or other similar tools) and knowledge of accessibility challenges of people with disabilities	Up to 5			
	<b>Subtotal</b>	Up to 50			
	<b>Tester 3</b>				
3.14	Education: university degree (Bachelor's or higher) in technical or social sciences or combination of some university education with at least two (2) years of experience in the sphere of IT, software / code testing or accessibility design and testing <ul style="list-style-type: none"> <li>• Master's degree (or some university education + 10 years of experience in above-noted areas) – 10 points</li> <li>• Bachelor's degree (or some university education + 5 years of experience in above-noted areas) – 5 points</li> </ul>	10			

3.15	<p>Experience: at least two (2) years of professional experience of work with IT, software / code testing or accessibility design and testing</p> <ul style="list-style-type: none"> <li>• Over 8 years – 20 points</li> <li>• From 6 to 8 years – 15 points</li> <li>• From 3 to 5 years - 10 points</li> <li>• 2 years – 5 points</li> </ul>	20			
3.16	<p>Experience: firsthand experience of testing at least 20 web-resources / software packages for accessibility</p> <ul style="list-style-type: none"> <li>• Up to or over 60 resources and packages – 15 points</li> <li>• up to 40 resources and packages – 10 points</li> <li>• 20 web-resources / software packages tested – 5 points</li> </ul>	15			
3.17	<p>Experience (asset): first-hand knowledge of accessibility software (screen-readers, magnifiers, or other similar tools) and knowledge of accessibility challenges of people with disabilities</p>	Up to 5			
	<b>Subtotal</b>	Up to 50			
	<b>Technical writer</b>				
3.18	<p>Education: University degree (Bachelor's or higher) in technical or social sciences or combination of some university education with at least five (5) years of experience in the sphere of IT, software / code testing, technical writing or accessibility design and testing;</p> <ul style="list-style-type: none"> <li>• Master's degree (or some university education + 10 years of experience in above-noted areas) – 10 points</li> <li>• Bachelor's degree (or some university education + 5 years of experience in above-noted areas) – 5 points</li> </ul>	10			
3.19	<p>Experience: at least two (2) years of professional experience of work with IT, software / code testing or accessibility design and testing</p> <ul style="list-style-type: none"> <li>• Over 8 years – 10 points</li> <li>• From 6 to 8 years – 7 points</li> <li>• From 3 to 5 years - 5 points</li> <li>• 2 years – 3 points</li> </ul>	10			
3.20	<p>Experience: firsthand experience of testing at least 10 web-resources / software packages for accessibility</p> <ul style="list-style-type: none"> <li>• Up to or over 40 resources and packages – 10 points</li> <li>• 20 web-resources / software packages tested – 5 points</li> </ul>	10			

3.21	Experience (asset): first-hand knowledge of accessibility software (screen-readers, magnifiers, or other similar tools) and knowledge of accessibility challenges of people with disabilities	Up to 5			
	<b>Subtotal</b>	Up to 35			
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 and distribution in accordance with the above-mentioned proposed schedule of tranches, as well as line-item breakdown. Payments will be made in tranches as described in the section “Requirements for monitoring/reporting”.

The contract envisages no travel arrangements.

**FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL<sup>5</sup>**

***(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery<sup>6</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 490-2021-UNDP-UKR-RFP-DIA-Testing and analysis of accessibility 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**

<b>BRIEF COMPANY PROFILE</b>	
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

<sup>5</sup> This serves as a guide to the Service Provider in preparing the Proposal.

<sup>6</sup> Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

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**

### **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.

## VAT free explanation

*Dear Partners!*

*The UN Office in Ukraine kindly informs you, that the purchase of goods and services, announced in the UN Office Tenders, is conducted within the framework of international technical assistance project.*

*Provisions of the Tax Code of Ukraine (paragraph 197.11) foresee the VAT tax exemption for operations, financed by material and technical assistance.*

*The procedure for obtaining the tax exemption right for operations, performed in the framework of international technical assistance projects, is regulated by the Decree #153 of the Cabinet of Ministers of Ukraine dated February 15, 2002.*

*In case you already have the right to apply this VAT allowance, on the date of UNDP prepayment receipt you should prepare and register a tax invoice (hereinafter - TI) in the United Register of Tax Invoices (URTI), filled in as follows:*

- the column "Comprised on the operation, exempted from taxation" on the upper left part - with the mark "Without VAT";*
- Section A of the TI table section (lines I-X) should contain the summarizing data on TI transactions, namely: line I - the total amount to be paid, including VAT; line IX - the total volume of goods and services delivered. Lines II-VIII of section A are not filled;*
- in column 2 of section B – supplier's (seller's) services nomenclature;*
- in section 3.3 of section B - service code according to the SCPS. Box 3.3 should be filled in at all stages of the services delivery;*
- in columns 4 and 5 - unit of services measurement;*
- in column 6 - quantity (volume) of services delivery;*
- in column 7 - the price of the service unit supply, excluding VAT;*
- in column 8 - VAT rate code 903;*
- in column 9 – tax allowance code according to the Handbook of other tax benefits, approved by the SFS as of the date of TI submission - "14060523".*
- in column 10 - supply volume, excluding VAT (prepayment amount).*

*Detailed instructions to be found in the materials "Tax invoice - 2017: instruction on filling out" and "New tax invoice in the samples."*

*Credit against VAT tax, applied on the materials purchase for the relevant construction works performance, cannot be compensated as per the paragraph #198.5 of Tax Code of Ukraine. According to the Tax Code paragraph #198.5, goods and services supply operations, exempted from VAT based on the Tax Code paragraph #197.11, the rules for calculating tax liabilities do not apply.*

*Using the materials bought with VAT, there is no need to compensate the credit against VAT, as well as no need to accrue tax liabilities.*

*Considering all mentioned above, you are kindly asked to submit your tender applications / invoices for payment without VAT, referring to the Ukrainian legislation provisions, stated in the mentioned regulatory acts.*

*Should you have any additional questions, please contact the offices of the State Fiscal Service of Ukraine at the place of your enterprise registration for additional clarifications of Article 52 of the Tax Code of Ukraine.*

*Уважаемые партнеры!*

*Представительство ООН в Украине информирует Вас, что приобретение товаров и услуг объявленных в тендере производится в рамках выполнения проекта международной технической помощи.*

*Согласно положений Налогового Кодекса Украины (п. 197.11) предусмотрено освобождение от налогообложения НДС операций, которые финансируются за счет материально-технической помощи.*

*Порядок получения права на освобождение от налогообложения операций, которые производятся в рамках проектов международной технической помощи регламентируется постановлением Кабинета Министров Украины от 15 февраля 2002 года №153.*

*В случае наличия права на применение этой НДСной льготы на дату получения аванса от ПРООН вы должны составить и зарегистрировать в ЕРНН налоговую накладную (далее — НН), которая заполняется следующим образом:*

- в графе «Складена на операції, звільнені від оподаткування» верхней левой части делается пометка «Без ПДВ»;*
- в раздел А табличной части НН (строки I - X) вносятся обобщающие данные по операциям, на которые складывается такая НН, а именно: в строке I указывается общая сумма средств, подлежащих уплате с учетом НДС; в строке IX — общий объем поставки товаров/услуг. Строки II - VIII раздела А не заполняются;*
- в графе 2 раздела В указывается номенклатура услуг поставщика (продавца);*
- в графа 3.3 раздела В — код услуги согласно ГКПУ. Графа 3.3 заполняется на всех этапах поставки услуг.*
- в графе 4 и 5 — единица измерения услуг;*



- в графе 6 — количество (объем) поставки услуг;
- в графе 7 — цена поставки единицы услуги без учета НДС;
- в графе 8 — указывается код ставки НДС 903;
- в графе 9 — код льготы согласно Справочнику других налоговых льгот налоговых льгот, утвержденному ГФС по состоянию на дату составления НН — «14060523».

• в графе 10 — объем поставки без учета НДС (сумма аванса). Детально — в материалах «Налоговая накладная – 2017: порядок заполнения» и «Новая налоговая накладная в образцах».

Что касается налогового кредита с НДС по покупкам материалов для выполнения соответствующих строительных работ, то здесь правила его компенсации, предусмотренные п. 198.5 НКУ, не действуют. Ведь согласно п. 198.5 НКУ на операции по поставке товаров и услуг, освобождение от налогообложения НДС которых предусмотрено п. 197.11 НКУ, правила начисления налоговых обязательств не распространяются. Это значит, что в ходе использования материалов, которые покупались с НДС, для выполнения данных работ налоговый кредит компенсировать не нужно, соответственно не нужно и начислять для этого налоговые обязательства.

Исходя из вышесказанного, просим Вас формировать Ваши тендерные заявки/счета на оплату без НДС учитывая положения украинского законодательства, изложенного в перечисленных нормативных актах. В случае возникновения дополнительных вопросов просим Вас обращаться в отделения Государственной Фискальной Службы Украины по месту регистрации Вашего предприятия для получения дополнительной консультации в рамках статьи 52 Налогового Кодекса Украины.