



INDIVIDUAL CONSULTANT PROCUREMENT NOTICE

Date: 12th Sept. 2022

Country: UGANDA

Description of the assignment: Consultant-Implementation of E-Governance Strategy.

Post Level: National Individual Consultant

Period of assignment/services: within 94-man days (Spread over a period of six (6) months)

Proposal should be submitted to the UNDP jobs website no later than **Sunday 24th September 2022.**

Any request for clarification must be sent in writing, or by standard electronic communication to ug.procurement@undp.org. UNDP will respond by standard electronic mail with an explanation of the query without identifying the source of inquiry, to all candidates.

1. BACKGROUND

UNCDF is the UN's capital investment agency for the world's 47 least developed countries. With its capital mandate and instruments, UNCDF offers "last mile" finance models that unlock public and private resources, especially at the domestic level, to reduce poverty and support local economic development. UNCDF strategy set forth in 2019 of 'Leaving No One Behind in the Digital Era' is based on over a decade of experience in digital finance in Africa, Asia and the Pacific. UNCDF recognizes that reaching the full potential of digital financial inclusion in support of the Sustainable Development Goals aligns with the vision of promoting digital economies that leave no one behind. For further detail on UNCDF strategy, refer to; <https://www.uncdf.org/article/4931/global-strategy-leaving-no-one-behind-in-the-digital-era> . Since 2013, UNCDF has been implementing a market development approach on digital finance in Uganda. With the support of the Sweden Development Agency (SIDA), UNCDF will execute the "Leaving No One Behind in the Digital Era" strategy in country until 2024 under the "Connect" Rural Uganda Programme. The Programme has the aim to develop an inclusive digital economy in Uganda with a specific focus at empowering rural communities, smallholders' farmers, agri-business and refugees - to lead productive and healthy lives, by expanding access and usage of digital services.

New Cities:

The Government of Uganda created ten cities which became operational on 1st July 2020. These include Arua, Gulu, Mbarara, Jinja, Mbale, Fort Portal, Hoima, Lira, Masaka, and Soroti. Uganda is experiencing rapid urbanization, about 20% of its population now lives in the urban centres (national urban policy, 2013). Besides, the urban population is growing at a rate of 5.6% per annum compared to the national average of 3.2% (UBOS, 2012).

It is estimated that about 50% of the total population of Uganda will be the structural transformation of the Ugandan economy. Urbanization accounts for about 72% of manufacturing output and over 55% of the national gross domestic product (GDP). It is therefore important that it is managed efficiently and

effectively to contribute to growth. Thus, the growing urbanization in Uganda can no longer be ignored as it creates a need to accommodate many people in a relatively small area. For this population to survive, cities must plan for them to earn a living while at the same time providing social services at the most affordable and convenient cost. Whereas the high rate of urbanization calls for use of digital technologies to deliver services by the cities; there is need to assess the existing institutional capacity to use e-governance in service delivery. It is important to create an enabling environment for city residents to appreciate the functioning and obligations of city life and services.

UNCDF has supported the cities in preparation of an e-governance strategy to set pace for positioning the city administration and re-orienting the mindsets of the citizens to realize their new identity and what goes with it in service-delivery using digital platforms and service-offerings. UNCDF is desirous of supporting the cities in the next steps to implement the e-Governance Strategy

Background of the Assignment

The essential objective of this assignment is to empower the cities to implement the newly developed city e-Governance Strategy for a transformed ICT driven city that will provide the kind of efficiencies and services that are required and needed by the city citizens, and to support the change leaders on how to effectively implement city e-Governance Strategic Plan.

Secondly the assignment will gather baseline information on the key indicators highlighted in the e-governance strategy per city which will be used to inform the starting point of these cities before implementation of the e-governance strategy

Scope of work

The scope of work for this assignment involves the following components:

Empowerment

- a) The Consultant will carry out a Capacity needs assessment to include training needs and infrastructure (soft and hardware) needs and develop a training curriculum as well as cost the infrastructure needs that will empower the cities to implement the developed e-Governance Strategy.
- b) The consultant will conduct a training to empower key city stakeholders to gain an understanding of the strategy and how to implement the e-Governance strategy.
- c) The consultant will support the city in preparing Stakeholder Engagement events as a strategy for mobilizing support and resources for the implementation of the city e-governance strategy.

Baseline data collection

- d) Review the indicator list in section 4.2 and target list in section 4.3 of the E-governance strategy (Annex 1)
- e) Conduct review of relevant documents on e-governance to establish baseline for the indicators
- f) Conduct Key Informant Interviews with officials at the cities, MOICT, NITA and other relevant entities to collect baseline data
- g) Conduct Focus Group Discussion with relevant officials to collect baseline data

2. SCOPE OF WORK, RESPONSIBILITIES AND DESCRIPTION OF THE PROPOSED ANALYTICAL WORK

For detailed information, please refer to TOR

3. REQUIREMENTS FOR EXPERIENCE AND QUALIFICATIONS

Qualifications:

Education:

- MSc. In Information Technology, Institutional Development, Physical Planning or other related field.

Experience:

- Expertise in the national planning and strategy formulation
- Experience working with local governments and related stakeholders.
- 5 years' experience working on national planning projects with or within the Government of Uganda.
- 5 years' experience in data management, analysis and report writing.
- Experience working with Central and Local Governments
- Fluent command of written and spoken English is mandatory.

4. DOCUMENTS TO BE INCLUDED WHEN SUBMITTING THE PROPOSALS.

- a) **Letter of Interest**
- b) **Personal CV** indicating all past experience from similar projects, as well as the contact details (email and telephone number) and at least three (3) professional references.
- c) **Brief description** of why the Consultant considers her/himself as the most suitable for the assignment, **and a methodology** on how to approach and accomplish the assignment.
- d) **Financial Proposal** that indicates the all-inclusive fixed total contract price, supported by a breakdown of costs.

5. FINANCIAL PROPOSAL

Financial proposal that indicates the all-inclusive fixed total contract price, supported by a breakdown of costs, as per template provided (Annex 2).

The lump sum amount is all inclusive of subsistence allowance, health insurance and all other expenses

The contract price is fixed regardless of changes in the cost of the components of the Contract,

Travel to and from UNDP Offices or any other venues for scheduled review meetings should be factored in the Lump Sum Amount by the IC.

Travel costs to the region, including the payment of the UN's applicable Daily Subsistence Allowance (DSA) rates will be borne by UNDP.

6. EVALUATION

Individual consultants will be evaluated based on the following methodology:

Cumulative analysis: The award of the contract shall be made to the individual consultant whose offer has been evaluated and determined as:

- Responsive/compliant/acceptable; and
- Having received the highest score out of a pre-determined set of weighted technical and financial criteria specific to the solicitation. 70%-30%.

Technical Criteria weight; [70%]; Financial Criteria weight; [30%]

Only candidates obtaining a minimum of 49 points (70% of the total technical points) would be considered for the Financial Evaluation.

Technical Criteria – Maximum 70 points:

- 5 years' Experience in data management, analysis and report writing **(10 points)**
- Expertise in the national planning and strategy formulation **(20 points)**
- Description of approach/methodology and its appropriateness to the assignment **(50 points)**
- 5 years' experience working with local governments and related stakeholders. **(20 points)**

Financial proposal (Maximum 30 points): appropriateness shall be computed as a ratio of the proposal's offer to the lowest price among the proposals received by UNDP.

Financial assessment: A lump sum amount approach shall be used with the following expectations:

- The lump sum amount must be "all-inclusive"
- The contract price is fixed regardless of changes in the cost of components.
- For duty travels, UN's Daily Subsistence Allowance (DSA) rates prevailing at the time of sourcing, for the duty station and all other cities indicated in the TOR as part of duty travel destinations will be used. This will give offerors an indication of the cost of living in a duty station/destination, to aid their determination of the appropriate fees and financial proposal amount, but it does not imply that Offerors are entitled to DSA payment; and

The initial payment includes the actual cost of the IC's travel to arrive at the designated Duty Station.

This implies that the completion of the journey can be considered as one of the deliverables payable upon arrival.

ANNEX

ANNEX 1- TERMS OF REFERENCES (TOR)

ANNEX 2 – LETTER OF CONFIRMATION OF INTEREST TEMPLATE

ANNEX 3- INDIVIDUAL CONSULTANT GENERAL TERMS AND CONDITIONS

Annex I

TERMS OF REFERENCE

Place of Assignment:	Kampala, Uganda
Agency:	UNCDF
Assignment Description:	Consultant-Implementation of E-Governance Strategy
Post level:	National/Local
Project name:	Inclusive Digital Economy
Type of Contract:	Individual Consultant (National)
Languages Required:	English
Starting date:	October 15th, 2022
Expected Duration of Assignment:	6 months (with maximum of 94 working days)

Project Description

UNCDF is the UN's capital investment agency for the world's 47 least developed countries. With its capital mandate and instruments, UNCDF offers "last mile" finance models that unlock public and private resources, especially at the domestic level, to reduce poverty and support local economic development. UNCDF strategy set forth in 2019 of 'Leaving No One Behind in the Digital Era' is based on over a decade of experience in digital finance in Africa, Asia and the Pacific. UNCDF recognizes that reaching the full potential of digital financial inclusion in support of the Sustainable Development Goals aligns with the vision of promoting digital economies that leave no one behind. For further detail on UNCDF strategy, refer to; <https://www.uncdf.org/article/4931/global-strategy-leaving-no-one-behind-in-the-digital-era>.

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UNCDF has supported the cities in preparation of an e-governance strategy to set pace for positioning the city administration and re-orienting the mindsets of the citizens to realize their new identity and what goes with it in service-delivery using digital platforms and service-offerings. UNCDF is desirous of supporting the cities in the next steps to implement the e-Governance Strategy

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- f) Conduct Key Informant Interviews with officials at the cities, MOICT, NITA and other relevant entities to collect baseline data
- g) Conduct Focus Group Discussion with relevant officials to collect baseline data

Expected outputs and deliverables

The consultant will work in close collaboration with Ministry of Local Government and other relevant stakeholders including the new cities administration and UNCDF.

Activity	Deliverables	Timeline from date of contract	Payment % tage
1) Conduct a capacity needs assessment and document review	Capacity Needs Assessment Report detailing training and costed infrastructure needs for the pilot cities (Gulu, Arua, Mbale)	30 days	20%
2) Develop a curriculum while drawing on existing materials from key institutes tasked with skills development for public employees	Training Curriculum addressing the needs identified in the assessment report	10 days	
3) Conduct baseline Survey for the key indicators in the strategy using appropriate data collection methodologies including KII, FGD's, Literature review etc	Baseline Report detailing current status of the key indicators in s section 4.2 and target list in section 4.3 of the E-governance strategy (Annex 1)	30	
4) Conduct two training sessions at national and city level to empower the key City Stakeholders including the City ICT Steering Committee to implement the e-Governance Strategy	Training Reports detailing, training content, emerging issues, participant training evaluation and attendance list	6 days	40%
5) Conduct stakeholder engagement events for the 10 cities including development partners to popularize the strategy and support resource mobilization for the cities	Reports from the Stakeholder Engagement Events detailing commitments from partners, partners addresses and emerging issues	15 days	40%
6) Prepare a final detailed Report of the project	Final report including the baseline values for the e-governance indicators in the strategy submitted and approved by	3days	

	UNCDF Project team		
Total		94	

Institutional Arrangement

Provision of Monitoring, Progress Controls & Payments:

- The Consultant will work under the supervision of the Digital Country Lead and work closely with the Governance Specialist.
- Payments shall be made only upon satisfactory completion and UNCDF's written acceptance of each deliverable duly approved by the Digital Country Lead and/or their designate.
- Disbursement of the Final payment shall require a signed performance evaluation of the consultant.

Duration of the Work

94 working days spread over a period of 6 months.

Duty Station

The Consultant will be based in Kampala, Uganda.

Travel

Travel will be required Ministry of Local Government for the 10 cities Arua, Gulu, Mbarara, Jinja, Mbale, Fort Portal, Hoima, Lira, Masaka, and Soroti and will be at the consultant's cost. The consultant from his workplan will determine the frequency and number of days in each of the cities, as per deliverable 3 and 4 above.

Qualifications of the Successful Individual Contractor

Academic qualifications:

- MSc. In Information Technology, Institutional Development, Physical Planning or other related field.

Skills & Experience:

- Expertise in the national planning and strategy formulation
- Experience working with local governments and related stakeholders.
- 5 years' experience working on national planning projects with or within the Government of Uganda.
- 5 years' experience in data management, analysis and report writing.
- Experience working with Central and Local Governments
- Fluent command of written and spoken English is mandatory.

Competencies

Core Competencies:

- Excellent organizational, inter-personal and communication skills.
- Able to work effectively in a team and in an international environment.
- Excellent writing and data analysis skills, proven ability to extract actionable insights from data.
- Results-driven, problem-solver with structuring and analytic capabilities.
- Ability to establish strong working relationships with various stakeholder institutions in the public and private sector.
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Language requirements

Fluent command of written and spoken English is mandatory.

APPLICATION PROCESS AND EVALUATION METHOD

APPLICATION PROCESS

Interested individuals must submit the following documents as proposals to demonstrate their qualifications.

The application must contain the following:

(a) Personal Profile:

- **Cover letter**
- **Approach and methodology**
- **A Curriculum Vitae (CV) or completed and signed P11 - Personal History Form** (available at http://sas.undp.org/documents/p11_personal_history_form.doc), stipulating applicant's official name the qualifications and professional experiences (with similar projects) relevant to the assignment/TOR and the contact details (email address, telephone numbers) of 3 professional references.

(b) A signed financial proposal for the assignment, using the [Letter of Confirmation of Interest and Availability](#), quoted in USD, outlining a lump sum amount that is all-inclusive of professional fees as per set outputs and any other incidentals that the consultant expects to incur during the performance of this consultancy.

EVALUATION METHOD

Technical Criteria weight; 70%

* Financial Criteria weight; 30%

Only candidates obtaining a minimum of 49 points (70% of the total technical points) will be considered as technically qualified and will be reviewed further for the Financial Evaluation

Technical Criteria –70 %

The technical criteria will comprise of two parts:

- i. **Part 1 - will contribute 30% to the technical assessment. Candidates scoring a minimum of 70 points will be considered for the oral interview. The following will be considered:**
- 5 years' Experience in data management, analysis and report writing **(10 points)**
 - Expertise in the national planning and strategy formulation **(20 points)**
 - Description of approach/methodology and its appropriateness to the assignment **(50 points)**
 - 5 years' experience working with local governments and related stakeholders. **(20 points)**
- i. **Part 2 – the oral interview will contribute 70% to the technical evaluation. Candidates that passed the technical assessment will be invited to the oral interview. The assessment criteria will include communication style, organization of thought and substance of response.**

Financial Criteria – 30%

The following formula will be used to evaluate financial proposal:

- **Lowest priced proposal/price of the proposal being evaluated x 30.**

Cumulative analysis:

The award of the contract shall be made to the individual consultant whose offer has been evaluated and determined as:

a) responsive/compliant/acceptable, and

b) Having received the highest score out of a pre-determined set of weighted technical and financial criteria specific to the solicitation. Example 70%-30%.

Individual consultants and persons employed by a company or institution are invited to apply.

Any individual employed by a company or institution who would like to submit an offer in response to a Procurement Notice for individual consultant must do so in their individual capacity by providing a CV so that their qualifications may be judged accordingly.

Women candidates or women-owned businesses are strongly encouraged to apply.

UNCDF is committed to achieving workforce diversity in terms of gender, nationality and culture. Individuals from minority groups, indigenous groups and persons with disabilities are equally encouraged to apply. All applications will be treated with the strictest confidence.

Any request for clarification must be sent in writing, or by standard electronic communication to the address or email uncdf.procurement@uncdf.or indicated above. UNCDF will respond in writing or by standard electronic mail and will send written copies of the response, including an explanation of the query

without identifying the source of inquiry, to all consultants.

References

UNDP's Individual Consultant's General Terms and Conditions are provided here:

<http://www.undp.org/content/dam/undp/documents/procurement/documents/IC%20-%20General%20Conditions.pdf>

CHAPTER 4

4.1 The City e-Governance Strategy Framework

This section lays out the proposed strategies for city e-Governance in Uganda. The Key considerations include the current e-Governance status, key critical success factors and possible risks that will need to be mitigated in order to achieve the following strategic objectives:

- a) To Support, Maintain, and Secure Critical Infrastructure*
- b) To Improve Efficiency and Effectiveness of City Operations*
- c) To unlock city potential through Partnerships and Collaborations*
- d) To Increase Access and Transparency to Cities*

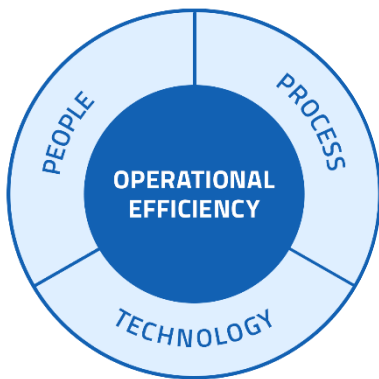
Strategic Objective 1: Acquire, Support, Maintain and Secure Critical e-Governance Infrastructure



The City's technology infrastructure is the basic set of systems which support city operations and services. Similar to capital infrastructure and construction costs associated with maintenance of roads and buildings, technology infrastructure requires continual investment to ensure mission critical systems are available at all times, 24/7. The Cities should commit to acquire, maintain and secure technology that supports all city services, systems, and datasets.

The City's goal to support, maintain, and secure critical infrastructure is supported by several key objectives. The following objectives are led by different ICT departments in the Cities, with individual strategy that support the City's overall technology efforts and strategic plan.

Strategic Objective 2: To Improve Efficiency and Effectiveness of Operations in Cities



Integrating technology into existing processes and workflows (while streamlining these processes) will allow staff to deliver the highest standard of care to the community. This can also make it easier to collaborate across departments, cities, MDAs and drive future innovations. In addition, leveraging technology can allow for better management of the services, facilities for a safer, more sustainable and resilient city.

Technology can help make it easier to manage work across and within departments. Cities are able will develop software solutions for Revenue Management, Asset management, Human Resource Management, Treasury Service solutions, Waste and public health Management, Gender solutions, Education solutions, Engineering and Traffic Control solutions among others as demanded.

But, as with any technology, Cities must plan for the inevitable. We want to know that if power goes out or servers go down that the city does not grind to a halt. It is important to think through how back-up systems and alternative means of delivery will support the occasional technology failure. Understanding how a system works and breaks can better prepare the city for adapting to change and responding to catastrophes.

Strategic Objective 3: To unlock city potential through Partnerships and Collaborations

Government plays a critical role as a convener, bringing together many different interests and working towards shared outcomes for communities. Cities should facilitate the development of new partnerships and collaborations that are multi-disciplinary and measurable to continue moving forward in meeting their vision and strategic goals. Technology is a tool in the toolkit, however, and not a cure-all. Therefore, cities should consider what policies and processes are necessary to complement new technologies and solutions.



Technology should help make it easier to work together, both within the city, with other agencies and jurisdictions, and with the general public. raise the bar for a great user experience while ensuring that technology does not take away from the “personal touch” of great service. These strategies focus on enhancing existing workflow, connecting more effectively with each other, and exploring new alternatives to service delivery through experimentation. A city government cannot build a modern, technology driven city by going it alone - all stakeholders need to work together.

Strategic Objective 4: To Increase Access and Transparency to Cities

Government highly prioritizes ICT in NDP III to improve and deliver public services. The Cities are no exception and should highly prioritize ICT projects that improve access to City services and promote city transparency. This goal is especially important since the City uses public money and is accountable to taxpayers. Towards this end, technology has the potential to make city services more inclusive and accessible.



An increasingly important avenue to access City services is through city websites. The residents expect the Internet to be a resource on City information and increasingly expect online services such as filling out forms or receiving notifications to be available.

“Imagine a city where a youth in Gulu could log on and search for an internship from his cell phone, allowing him/her to gain valuable job training for a future career. Or a family on tour could apply for affordable housing from a computer at their local library. Or an aspiring restaurant owner could apply for and track every permit for his/ her business online on a City website”

The Cities will actively train and expose residents to digital tools. As more and more of City services use technology, the City has a responsibility to make sure all residents have the tools and the access to all services. The focus is to create citizen or resident centered digital programs and services

4.2 e-Government Strategy Key Performance Indicators

The Key Performance Indicators (KPI) for each of the four objectives is listed in Table 1, below. These KPI's will help cities to be accountable for their e-Governance investments and efforts, as they will provide the means to evaluate e-Governance both quantitatively and qualitatively. The entire e-Governance implementation roadmap is depicted in Figure 1. The objectives and their associated implementation strategies and targets (outputs) are summarized in Table 2 and are thereafter discussed.

STRATEGIC OBJECTIVE	KEY PERFORMANCE INDICATORS
<i>To Support, Maintain, and Secure Critical Infrastructure</i>	<ul style="list-style-type: none">– Stable and reliable City network connectivity– No of City Hotspot sites installed– No of City Data Centers established– Number of city users connected per city per year– City ICT Governance Policy– No. of networked Public facilities like schools, hospitals etc in the city
<i>To Improve Efficiency and Effectiveness of City Operations</i>	<ul style="list-style-type: none">– Number of City Processes workflows documented– Number of Processes improved– Number of self-service processes automated– % of e-services implemented– % of e-services Integrated– % of e-services accessible through the different e-Governance channels– Number of Staff Trained in ICT (technical and end user skills)– Number of handheld devices for senior and field staff
<i>To unlock city potential through Partnerships and Collaborations</i>	<ul style="list-style-type: none">– Stakeholder Engagement Plan developed– No of MoUs signed between the city (ies) and partners– % of Innovations implemented– Number of Partnerships and collaborations– Number of innovations implemented– % of Resources fundraised– Number of innovations supported
<i>To Increase Access and Transparency to Cities</i>	<ul style="list-style-type: none">– Interactive and response city portal– Citizen engagement platform/CRM implemented– % of citizens aware of availability of e-services– % Increase of visits to e-Government portals– % Increase of usage for e-services

4.3 e-Government Objectives, Cost and Implementation Roadmap

Implementation of the City e-Governance Strategy will require dedicated staff with a positive mindset. This staff will develop the city e-Governance Program and collectively manage city-wide complex

projects across cities and relationships required for a technologically driven-City. The cities shall embrace partnerships and collaborations including consortiums between cities to collectively raise financial resources for projects implemented across cities, partnerships with MDAs to improve service delivery and bring services closer to the city residents and development partners as well as public-private partnership models the required financial resource will be identified through the indicative and each city's Annual Budget process.

Innovation Challenges will also require a small innovation fund to ensure that adequate resources are available to contribute to the co-creation or innovation of the challenge. Innovation Challenges and pilot projects will be public procurements at a small scale.

The table below presents the e-Governance Strategic Objectives, Implementation Strategies, targets, costs and implementation timelines (roadmap). The indicative budget is the cost of each city.

STRATEGIC OBJECTIVE	IMPLEMENTATION STRATEGIES	TARGETS	Cost USD (000)	Timeline
<i>To Develop, Support, Maintain, and Secure Critical Infrastructure</i>	– Develop a secure and robust City Network Architecture and Data Center	– 100% staff access to the LAN at city hall and divisions	200	2022-2025
		– Stable Internet Connectivity	10	2021-2022
		– Primary City Data Center	2,500	2022-2024
		– Information Security Management Plan.	30	2022
		– 5 Internet hotspots in each city public places like parks, markets etc.	300	2022-2026
	– Provide Staff Working Equipment/gadgets	– Maintain a 1:1 computer staff ratio	112.5	2022-2026
		– 100% provision of Handheld devices for council and field staff	11.3	2022-2026
		– All staff provided with relevant ICT Tools including specialized software like GIS	10.3	2022-2026
	– Broadband Internet Access	– Stable and reliable internet connection.	5	2022-2024
		– A redundant internet connection link deployed per city	15	2022-2025
	– Develop internal ICT Governance and Technical Expertise.	– Empowered ICT Function/Department	0	2022-2023
		– 80% of technical Staff recruited	54	2022-2026
	– Formulate and adopt an IT standard for IT service management across cities.	– IT Service Management Standard operationalized in all cities	10	2022-2026
<i>To Improve Efficiency and Effectiveness of City Operations</i>	– Reengineer and Redesign key Business processes in cities.	– 95% of all processes optimized redesigned	200	2022-2023
		– 80% Of city processes document and process workflows and designs completed	100	2022-2024
	– Automate and Integrate redesigned	– 100% of client self-service processes automated		2022-2025

STRATEGIC OBJECTIVE	IMPLEMENTATION STRATEGIES	TARGETS	Cost USD (000)	Timeline
	city business processes.	– 85% of e-services integrated	80	2022-2025
	– Develop an integrated city e-services platform	– 75% of services accessible on a mobile platform	80	2022-2025
		– All services accessible online	25	2022-2026
	– Build staff capacity to use and support ICT services.	– City ICT Training Center equipped	36.3	2022-2023
		– 90% improvement in Staff ICT Skills	25	2023-2026
	– Provide Intranet /network services.	– 100% staff access to Intranet services	0	2022
<i>To unlock city potential through Partnerships and Collaborations</i>	– Create a city consortium	City consortium	0	2022
		City data sharing policy and platform	10	2022
	– Create partnership with MDAs	One Stop City Services Center	10	2022
	– R&D to improve city service innovations.	-studies per year -Innovations funded	50	2022-2026
	– Enhance development partners' relationships for resource mobilization.	Raise 65% of the e-Governance budget.	0	2022-2026
	– Identify, Implement and Support ICT Innovations.	A city innovation framework.	10	2022
		> 2 public-private partnerships created per year.	1000	2023-2026
<i>To Increase Access and Transparency to Cities</i>	– Digital Literacy	45% of the community engaged in ICT skills.	50	2023-2026
	– Develop citizen centric platforms for client engagement.	20% of city residents using the platform through web, mobile and USSD features.	10	2023-2026
		100% city services digitalized and offered online.	30	2022-2026
	– Engage with citizens and key stakeholders in the sourcing, and implementation new technologies.	Open data dashboard for all cities	10	2022-2026
	– Enhance communication of the City e-Governance Agenda.	Bi-annual e-Governance dialogue between the cities, CSOs, private sector and citizens.	25	2022-2023

4.4 Channels of e-Government Services

Scope of Price Proposal and Schedule of Payments

- An all-inclusive monthly Lump Sum Amount will be paid to the consultant on completion of deliverables.
- The contract price is fixed regardless of changes in the cost components.
- If duty travels are expected, a daily subsistence allowance will be provided based on UNDP's acceptable rates.

Language:

Excellent command of English.

Application Procedure

Interested consultants are required to submit an electronic application via <http://jobs.undp.org>.

The application should include the following documents/information:

- a) **Letter of Interest**
- b) **Personal CV** indicating all past experience from similar projects, as well as the contact details (email and telephone number) and at least three (3) professional references.
- c) **Brief description** of why the Consultant considers her/himself as the most suitable for the assignment, and a methodology on how to approach and accomplish the assignment.
- d) **Financial Proposal** that indicates the all-inclusive fixed total contract price, supported by a breakdown of costs.

Financial proposal (in template provided in Annex 2) stating **an all-inclusive fixed lump-sum fee** for this assignment in **USD, supported by a breakdown of costs/ fee per working day**. Such total lump sum price must include professional fee, and costs necessary to conduct the assignment such as communication costs, etc. The consultant will be paid against the completion of specific, measurable deliverables as identified in this TOR.

Qualified women and members of social minorities are encouraged to apply. Interested applicants for any inquiries should send an email to: ug.procurement@undp.org

**OFFEROR'S LETTER TO UNDP
CONFIRMING INTEREST AND AVAILABILITY
FOR THE INDIVIDUAL CONTRACTOR (IC) ASSIGNMENT**

Date _____

**Elsie G Attafuah
Resident Representative,
United Nations Development Programme,
11 Yusuf Lule Road, Nakasero,
Kampala, Uganda**

Dear Sir/Madam:

I hereby declare that:

- A) I have read, understood and hereby accept the Terms of Reference describing the duties and responsibilities of [*indicate title of assignment*] under the [*state project title*];
- B) I have also read, understood and hereby accept UNDP's General Conditions of Contract for the Services of the Individual Contractors.
- C) I hereby propose my services and I confirm my interest in performing the assignment through the submission of my CV which I have duly signed and attached hereto as Annex I;
- D) In compliance with the requirements of the Terms of Reference, I hereby confirm that I am available for the entire duration of the assignment, and I shall perform the services in the manner described in my proposed approach/methodology which I have attached hereto as Annex III
- E) I hereby propose to complete the services based on the following payment rate: [*please check the box corresponding to the preferred option*]:
 - ☐ An all-inclusive daily fee of [*state amount in words and in numbers indicating currency*]
 - ☐ A total lump sum of [*state amount in words and in numbers, indicating exact currency*], payable in the manner described in the Terms of Reference.
- F) For your evaluation, the breakdown of the abovementioned all-inclusive amount is attached hereto as Annex II.
- G) I recognize that the payment of the abovementioned amounts due to me shall be based on my delivery of outputs within the timeframe specified in the TOR, which shall be subject to UNDP's review, acceptance, and payment certification procedures.
- H) This offer shall remain valid for a total period of _____ days [*minimum of 90 days*] after the submission deadline.

I) I confirm that I have no first degree relative (mother, father, son, daughter, spouse/partner, brother or sister) currently employed with any UN agency or office *[disclose the name of the relative, the UN office employing the relative, and the relationship if, any such relationship exists]*.

J) If I am selected for this assignment, I shall *[please check the appropriate box]*:

- ☐ Sign an Individual Contract with UNDP.
- ☐ Request my employer *[state name of company/organization/institution]* to sign with UNDP a Reimbursable Loan Agreement (RLA), for and on my behalf. The contact person and details of my employer for this purpose are as follows:

K) I hereby confirm that *[check all that applies]*:

- ☐ At the time of this submission, I have no active Individual Contract or any form of engagement with any Business Unit of UNDP.
- ☐ I am currently engaged with UNDP and/or other entities for the following work:

Assignment	Contract Type	UNDP Business Unit / Name of Institution/Company	Contract Duration	Contract Amount

- ☐ I am also anticipating conclusion of the following work from UNDP and/or other entities for which I have submitted a proposal:

Assignment	Contract Type	Name of Institution/ Company	Contract Duration	Contract Amount

L) I fully understand and recognize that UNDP is not bound to accept this proposal, and I also understand and accept that I shall bear all costs associated with its preparation and submission and that UNDP will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the selection process.

M) **If you are a former staff member of the United Nations recently separated, please add this section to your letter:** I hereby confirm that I have complied with the minimum break in service required before I can be eligible for an Individual Contract.

N) I also fully understand that, if I am engaged as an Individual Contractor, I have no expectations nor entitlements whatsoever to be re-instated or re-employed as a staff member.

O) Are any of your relatives employed by UNDP, any other UN organization or any other public international organization?

YES ☐ NO ☐ If the answer is "yes", give the following information:

Name	Relationship	Name of International Organization

P) Do you have any objections to our making enquiries of your present employer?

YES ☐ NO ☐

Q) Are you now, or have you ever been a permanent civil servant in your government's employ?

YES ☐ NO ☐ If answer is "yes", WHEN?

R) REFERENCES: List three persons, not related to you, who are familiar with your character and qualifications.

Full Name	Full Address	Business or Occupation

S) Have you been arrested, indicted, or summoned into court as a defendant in a criminal proceeding, or convicted, fined or imprisoned for the violation of any law (excluding minor traffic violations)?

YES ☐ NO ☐ If "yes", give full particulars of each case in an attached statement.

I certify that the statements made by me in answer to the foregoing questions are true, complete, and correct to the best of my knowledge and belief. I understand that any misrepresentation or material omission made on a Personal History form or other document requested by the Organization may result in the termination of the service contract or special services agreement without notice.

DATE: _____

SIGNATURE: _____

NB. You will be requested to supply documentary evidence which support the statements you have made above. Do not, however, send any documentary evidence until you have been asked to do so and, in any event, do not submit the original texts of references or testimonials unless they have been obtained for the sole use of UNDP.

Annexes *[please check all that applies]:*

- ☐ CV shall include Education/Qualification, Professional Certification, Employment Records /Experience
- ☐ Breakdown of Costs Supporting the Final All-Inclusive Price as per Template
- ☐ Brief Description of Approach to Work

**BREAKDOWN OF COSTS
SUPPORTING THE ALL-INCLUSIVE FINANCIAL PROPOSAL**

A) Breakdown of Cost by Components:

Cost Components	Unit Cost	Quantity	Total Rate for the Contract Duration
I. Personnel Costs			
Professional Fees			
Life Insurance			
Medical Insurance			
Communications			
Land Transportation			
Others (pls. specify)			
II. Travel Expenses to Join duty station			
Round Trip Airfares to and from duty station			
Living Allowance			
Travel Insurance			
Terminal Expenses			
Others (pls. specify)			
III. Duty Travel			
Round Trip Airfares			
Living Allowance			
Travel Insurance			
Terminal Expenses			
Others (pls. specify)			
Overall total			

B) Breakdown of Cost by Deliverables*

Deliverables <i>[list them as referred to in the TOR]</i>	Percentage of Total Price (Weight for payment)	Amount
Deliverable 1		
Deliverable 2		
....		
Total	100%	UGX.....

**Basis for payment tranches*

Annex 3

**GENERAL CONDITIONS OF CONTRACT FOR THE SERVICES OF INDIVIDUAL
CONTRACTORS**

1. **LEGAL STATUS:** The Individual Contractor shall have the legal status of an independent contractor vis-à-vis the United Nations Development Programme (UNDP), and shall not be regarded, for any purposes, as being either a “staff member” of UNDP, under the UN Staff Regulations and Rules, or an “official” of UNDP, for purposes of the Convention on the Privileges and Immunities of the United Nations, adopted by the General Assembly of the United Nations on 13 February 1946. Accordingly, nothing within or relating to the Contract shall establish the relationship of employer and employee, or of principal and agent, between UNDP and the Individual Contractor. The officials, representatives, employees or subcontractors of UNDP and of the Individual Contractor, if any, shall not be considered in any respect as being the employees or agents of the other, and UNDP and the Individual Contractor shall be solely responsible for all claims arising out of or relating to their engagement of such persons or entities.

2. **STANDARDS OF CONDUCT:**

(a) **General:** The Individual Contractor shall neither seek nor accept instructions from any authority external to UNDP in connection with the performance of his or her obligations under the Contract. Should any authority external to UNDP seek to impose any instructions regarding the Individual Contractor’s performance under the Contract, the Individual Contractor shall promptly notify UNDP and shall provide all reasonable assistance required by UNDP. The Individual Contractor shall not take any action in respect of his or her performance of the Contract or otherwise related to his or her obligations under the Contract that may adversely affect the interests of UNDP. The Individual Contractor shall perform his or her obligations under the Contract with the fullest regard to the interests of UNDP. The Individual Contractor warrants that she or he has not and shall not offer any direct or indirect benefit arising from or related to the performance of the Contract or the award thereof to any representative, official, employee or other agent of UNDP. The Individual Contractor shall comply with all laws, ordinances, rules and regulations bearing upon the performance of his or her obligations under the Contract. In the performance of the Contract the Individual Contractor shall comply with the standards of conduct set in the Secretary General’s Bulletin ST/SGB/2002/9 of 18 June 2002, entitled “Regulations Governing the Status, Basic Rights and Duties of Officials other than Secretariat Officials, and Expert on Mission”. The Individual Contractor must comply with all security directives issued by UNDP.

(b) **Prohibition of Sexual Exploitation and Abuse, and Sexual Harassment:** Without limitation to the terms set forth in (a) above, in the performance of the Contract, the Individual Contractor shall comply with the standards of conduct set forth in the Secretary-General’s bulletin ST/SGB/2003/13 of 9 October 2003, concerning “Special measures for protection from sexual exploitation and sexual abuse”. In particular, the Individual Contractor shall not engage in any conduct that would constitute sexual exploitation or sexual abuse (“SEA”), as defined in that bulletin. Moreover, and without limitation to the application of other regulations, rules, policies and procedures, bearing upon the performance of the

activities under the Contract, the Individual Contractor shall comply with the standards of conduct stated in UNDP's policy on "Harassment, Sexual Harassment, Discrimination, and Abuse of Authority" set forth in the Programme and Operations Policies and Procedures.

In the performance of the Contract, should sufficient information of prohibited conduct including but not limited to sexual harassment ("SH"), and/or SEA, against the Individual Contractor be brought to UNDP's attention, UNDP shall commence an investigation into the Individual Contractor's conduct in this regard in accordance with UNDP regulations, rules, policies and procedures. Should the allegations (i) be found to have been substantiated and (ii) should they constitute grounds for termination of this Individual Contract, even after the expiry or termination of the Individual Contract, where such prohibited conduct involves SH or SEA, the Individual Contractor's name will be placed into an internal United Nations' database which may affect the Individual Contractor's ability to work with/for the United Nations System in any capacity in the future.

(c) The Individual Contractor acknowledges and agrees that any breach of any of the provisions set forth in Article 2 (a) and (b) shall constitute a breach of an essential term of the Contract, and, in addition to any other legal rights or remedies available to any person, shall give rise to grounds for suspension or termination of the Contract. In addition, nothing herein shall limit the right of UNDP to refer any alleged breach of the foregoing standards of conduct or any other terms of the Contract to the relevant national authorities for appropriate legal action.

3. TITLE RIGHTS, COPYRIGHTS, PATENTS AND OTHER PROPRIETARY RIGHTS: Title to any equipment and supplies that may be furnished by UNDP to the Individual Contractor for the performance of any obligations under the Contract shall rest with UNDP, and any such equipment and supplies shall be returned to UNDP at the conclusion of the Contract or when no longer needed by the Individual Contractor. Such equipment and supplies, when returned to UNDP, shall be in the same condition as when delivered to the Individual Contractor, subject to normal wear and tear, and the Individual Contractor shall be liable to compensate UNDP for any damage or degradation of the equipment and supplies that is beyond normal wear and tear.

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 Individual Contractor has developed for UNDP under the Contract and which bear a direct relation to, or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract, and the Individual Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for UNDP. However, to the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Individual Contractor: (a) that pre-existed the performance by the Individual Contractor of his or her obligations under the Contract, or (b) that the Individual Contractor may develop or acquire, or may have developed or acquired, independently of the performance of his or her obligations under the Contract, UNDP does not and shall not claim any ownership interest thereto, and the Individual Contractor grants to UNDP a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in

accordance with the requirements of the Contract. At the request of UNDP, the Individual Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to UNDP in compliance with the requirements of the applicable law and of the Contract. 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 Individual Contractor under the Contract shall be the property of UNDP, shall be made available for use or inspection by UNDP at reasonable times and in reasonable places, shall be treated as confidential and shall be delivered only to UNDP authorized officials on completion of services under the Contract

4. **CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:** Information and data that are considered proprietary by either UNDP or the Individual Contractor or that are delivered or disclosed by one of them ("Discloser") to the other ("Recipient") during the course of performance of the Contract, and that are designated as confidential ("Information"), shall be held in confidence and shall be handled as follows. The Recipient of such Information shall 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 the Recipient may otherwise use the Discloser's Information solely for the purpose for which it was disclosed. The Recipient may disclose confidential Information to any other party with the Discloser's prior written consent, as well as to the Recipient's officials, representatives, employees, subcontractors and agents who have a need to know such confidential Information solely for purposes of performing obligations under the Contract. Subject to and without any waiver of the privileges and immunities of UNDP, the Individual Contractor may disclose Information to the extent required by law, *provided that* the Individual Contractor will give UNDP sufficient prior notice of a request for the disclosure of Information in order to allow UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made. UNDP may disclose Information to the extent required pursuant to the Charter of the United Nations, resolutions or regulations of the General Assembly or its other governing bodies, or rules promulgated by the Secretary-General. 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. 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. Notwithstanding the foregoing, the Individual Contractor acknowledges that UNDP may, in its sole discretion, disclose the purpose, type, scope, duration and value of the Contract, the name of the Individual Contractor, and any relevant information related to the award of the Contract.

5. **TRAVEL, MEDICAL CLEARANCE AND SERVICE INCURRED DEATH, INJURY OR**

ILLNESS: If the Individual Contractor is required by UNDP to travel beyond commuting distance from the Individual Contractor's usual place of residence, and upon prior written agreement, such travel shall be at the expense of UNDP. Such travel shall be at economy fare when by air.

UNDP may require the Individual Contractor to submit a "statement of good health" from a recognized physician prior to commencement of services in any offices or premises of UNDP, or before engaging in any travel required by UNDP, or connected with the performance of the Contract. The Individual Contractor shall provide such a statement as soon as practicable following such request, and prior to engaging in any such travel, and the Individual Contractor warrants the accuracy of any such statement, including, but not limited to, confirmation that the Individual Contractor has been fully informed

regarding the requirements for inoculations for the country or countries to which travel may be authorized.

In the event of death, injury or illness of the Individual Contractor which is attributable to the performance of services on behalf of UNDP under the terms of the Contract while the Individual Contractor is traveling at UNDP expense or is performing any services under the Contract in any offices or premises of UNDP, the Individual Contractor or the Individual Contractor's dependents, as appropriate, shall be entitled to compensation equivalent to that provided under the UNDP insurance policy, available upon request.

6. **PROHIBITION ON ASSIGNMENT; MODIFICATIONS:** The Individual Contractor may not assign, delegate, transfer, pledge or make any other disposition of the Contract, of any part thereof, or of any of the rights, claims or obligations under the Contract except with the prior written authorization of UNDP, and any attempt to do so shall be null and void. The terms or conditions of any supplemental undertakings, licenses or other forms of Contract concerning any goods or services to be provided under the Contract shall not be valid and enforceable against UNDP nor in any way shall constitute a contract by UNDP thereto, unless any such undertakings, licenses or other forms of contract are the subject of a valid written undertaking by UNDP. No modification or change in the Contract shall be valid and enforceable against UNDP unless provided by means of a valid written amendment to the Contract signed by the Individual Contractor and an authorized official or appropriate contracting authority of UNDP.
7. **SUBCONTRACTORS:** In the event that the Individual Contractor requires the services of subcontractors to perform any obligations under the Contract, the Individual Contractor shall obtain the prior written approval of UNDP for any such subcontractors. UNDP may, in its sole discretion, reject any proposed subcontractor or require such subcontractor's removal without having to give any justification therefore, and such rejection shall not entitle the Individual Contractor to claim any delays in the performance, or to assert any excuses for the non-performance, of any of his or her obligations under the Contract. The Individual Contractor shall be solely responsible for all services and obligations performed by his or her subcontractors. The terms of any subcontract shall be subject to and shall be construed in a manner that is fully in accordance with, all of the terms and conditions of the Contract.
8. **USE OF NAME, EMBLEM OR OFFICIAL SEAL OF THE UNITED NATIONS:** The Individual Contractor shall not advertise or otherwise make public for purposes of commercial advantage or goodwill that it has a contractual relationship with UNDP, nor shall the Individual Contractor, in any manner whatsoever, use the name, emblem or official seal of UNDP, or any abbreviation of the name of UNDP, in connection with his or her business or otherwise without the written permission of UNDP.
9. **INDEMNIFICATION:** The Individual Contractor shall indemnify, defend, and hold and save harmless UNDP, and its officials, agents and employees, from and against all suits, proceedings, claims, demands, losses and liability of any kind or nature, including, but not limited to, all litigation costs and expenses, attorney's fees, settlement payments and damages, based on, arising from, or relating to: (a) allegations or claims that the use by UNDP of any patented device, any copyrighted material or any other goods or services provided to UNDP for its use under the terms of the Contract, in whole or in part, separately or in combination, constitutes an infringement of any patent, copyright, trademark or other intellectual property right of any third party; or (b) any acts or omissions of the Individual Contractor, or of any subcontractor or anyone directly or indirectly employed by them in the

performance of the Contract, which give rise to legal liability to anyone not a party to the Contract, including, without limitation, claims and liability in the nature of a claim for workers' compensation.

10. INSURANCE: The Individual Contractor shall pay UNDP promptly for all loss, destruction or damage to the property of UNDP caused by the Individual Contractor, or of any subcontractor, or anyone directly or indirectly employed by them in the performance of the Contract. The Individual Contractor shall be solely responsible for taking out and for maintaining adequate insurance required to meet any of his or her obligations under the Contract, as well as for arranging, at the Individual Contractor's sole expense, such life, health and other forms of insurance as the Individual Contractor may consider to be appropriate to cover the period during which the Individual Contractor provides services under the Contract. The Individual Contractor acknowledges and agrees that none of the insurance arrangements the Individual Contractor shall, in any way, be construed to limit the Individual Contractor's liability arising under or relating to the Contract.

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

12. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS: In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Individual Contractor shall give notice and full particulars in writing to UNDP of such occurrence or cause if the Individual Contractor is thereby rendered unable, wholly or in part, to perform his or her obligations and meet his or her responsibilities under the Contract. The Individual Contractor shall also notify UNDP of any other changes in conditions or the occurrence of any event, which interferes or threatens to interfere with the performance of the Contract. Not more than fifteen (15) days following the provision of such notice of force majeure or other changes in conditions or occurrence, the Individual Contractor shall also submit a statement to UNDP of estimated expenditures that will likely be incurred for the duration of the change in conditions or the event. On receipt of the notice or notices required hereunder, UNDP shall take such action as it considers, in its sole discretion, to be appropriate or necessary in the circumstances, including the granting to the Individual Contractor of a reasonable extension of time in which to perform any obligations under the Contract or suspension thereof.

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

13. TERMINATION: Either party may terminate the Contract, in whole or in part, upon giving written notice to the other party. The period of notice shall be five (5) days in the case of contracts for a total period of less than two (2) months and fourteen (14) days in the case of contracts for a longer period. The initiation of conciliation or arbitral proceedings, as provided below, shall not be deemed to be a "cause" for or otherwise to be in itself a termination of the Contract. UNDP may, without prejudice to any other right or remedy available to it, terminate the Contract forthwith in the event that: (a) the Individual Contractor is adjudged bankrupt, or is liquidated, or becomes insolvent, applies for

moratorium or stay on any payment or repayment obligations, or applies to be declared insolvent; (b) the Individual Contractor is granted a moratorium or a stay or is declared insolvent; (c) the Individual Contractor makes an assignment for the benefit of one or more of his or her creditors; (d) a Receiver is appointed on account of the insolvency of the Individual Contractor; (e) the Individual Contractor offers a settlement in lieu of bankruptcy or receivership; or (f) UNDP reasonably determines that the Individual Contractor has become subject to a materially adverse change in financial condition that threatens to endanger or otherwise substantially affect the ability of the Individual Contractor to perform any of the obligations under the Contract.

In the event of any termination of the Contract, upon receipt of notice of termination by UNDP, the Individual Contractor shall, except as may be directed by UNDP in the notice of termination or otherwise in writing: (a) take immediate steps to bring the performance of any obligations under the Contract to a close in a prompt and orderly manner, and in doing so, reduce expenses to a minimum; (b) refrain from undertaking any further or additional commitments under the Contract as of and following the date of receipt of such notice; (c) deliver all completed or partially completed plans, drawings, information and other property that, if the Contract had been completed, would be required to be furnished to UNDP thereunder; (d) complete performance of the services not terminated; and (e) take any other action that may be necessary, or that UNDP may direct in writing, for the protection and preservation of any property, whether tangible or intangible, related to the Contract that is in the possession of the Individual Contractor and in which UNDP has or may be reasonably expected to acquire an interest.

In the event of any termination of the Contract, UNDP shall only be liable to pay the Individual Contractor compensation on a pro rata basis for no more than the actual amount of work performed to the satisfaction of UNDP in accordance with the requirements of the Contract. Additional costs incurred by UNDP as a result of termination of the Contract by the Individual Contractor may be withheld from any amount otherwise due to the Individual Contractor by UNDP.

14. **NON-EXCLUSIVITY:** UNDP shall have no obligation respecting, and no limitations on, its right to obtain goods of the same kind, quality and quantity, or to obtain any services of the kind described in the Contract, from any other source at any time.

15. **TAXATION:** Article II, section 7, of the Convention on the Privileges and Immunities of the United Nations provides, inter alia, that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs restrictions, duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize the exemptions of the United Nations from such taxes, restrictions, duties or charges, the Individual Contractor shall immediately consult with UNDP to determine a mutually acceptable procedure. UNDP shall have no liability for taxes, duties or other similar charges payable by the Individual Contractor in respect of any amounts paid to the Individual Contractor under this Contract, and the Individual Contractor acknowledges that UNDP will not issue any statements of earnings to the Individual Contractor in respect of any such payments

16. **AUDITS AND INVESTIGATIONS:** Each invoice paid by UNDP shall be subject to a post-payment audit by auditors, whether internal or external, of UNDP or by other authorized and qualified agents of UNDP. The Individual Contractor acknowledges and agrees that UNDP may conduct investigations relating to any aspect of the Contract or the award thereof, and the obligations performed thereunder.

The Individual Contractor shall provide full and timely cooperation with any post-payment audits or investigations hereunder. Such cooperation shall include, but shall not be limited to, the Individual Contractor's obligation to make available any relevant documentation and information for the purposes of a post-payment audit or an investigation at reasonable times and on reasonable conditions. The

Individual Contractor shall require his or her employees, subcontractors and agents, if any, including, but not limited to, the Individual Contractor's attorneys, accountants or other advisers, to reasonably cooperate with any post-payment audits or investigations carried out by UNDP hereunder.

If the findings or circumstances of a post-payment audit or investigation so warrant, UNDP may, in its sole discretion, take any measures that may be appropriate or necessary, including, but not limited to, suspension of the Contract, with no liability whatsoever to UNDP.

The Individual Contractor shall refund to UNDP any amounts shown by a post-payment audit or investigation to have been paid by UNDP other than in accordance with the terms and conditions of the Contract. Such amount may be deducted by UNDP from any payment due to the Individual Contractor under the Contract.

The right of UNDP to conduct a post-payment audit or an investigation and the Individual Contractor's obligation to comply with such shall not lapse upon expiration or prior termination of the Contract.

17. SETTLEMENT OF DISPUTES:

AMICABLE SETTLEMENT: UNDP and the Individual Contractor shall use their best efforts to amicably settle any dispute, controversy or claim arising out of the Contract or the breach, termination or invalidity thereof. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the Conciliation Rules then obtaining of the United Nations Commission on International Trade Law ("UNCITRAL"), or according to such other procedure as may be agreed between the parties in writing.

ARBITRATION: Any dispute, controversy or claim between the parties arising out of the Contract, or the breach, termination, or invalidity thereof, unless settled amicably, as provided above, shall be referred by either of the parties 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.

18. LIMITATION ON ACTIONS: Except with respect to any indemnification obligations in Article 9, above, or as are otherwise set forth in the Contract, any arbitral proceedings in accordance with Article 17, above, arising out of the Contract must be commenced within three (3) years after the cause of action has accrued.

The Parties further acknowledge and agree that, for these purposes, a cause of action shall accrue when the breach actually occurs, or, in the case of latent defects, when the injured Party knew or should have known all of the essential elements of the cause of action.

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