

REQUEST FOR PROPOSALS

(RFP/UNDP/- 06-2014)

EXPANSION AND ENHANCEMENT OF SOFTWARE FOR “High National Election Commission” (HNEC) TALLY CENTRE-LIBYA

**Libya Electoral Assistance Project
UNDP Libya**



United Nations Development Programme

April 2014

Section 1. Letter of Invitation

Tripoli, Libya
30th April, 2014

Invitation to submit a proposal for Service Provider - Expansion and enhancement of Software for HNEC Tally Centre

Dear Sir/Madam,

The United Nations Development Programme (UNDP) hereby invites you to submit a Proposal to this Request for Proposals (RFP) for the above-referenced subject.

This RFP includes the following documents:

- Section 1 – This Letter of Invitation
- Section 2 – Instructions to Proposers (including Data Sheet)
- Section 3 – Terms of Reference
- Section 4 – Proposal Submission Form
- Section 5 – Documents Establishing the Eligibility and Qualifications of the Proposer
- Section 6 – Technical Proposal Form
- Section 7 – Financial Proposal Form
- Section 9 – Form for Performance Security
- Section 11 – Contract for Professional Services, including General Terms and Conditions

Your offer, comprising of a Technical and Financial Proposal, in separate sealed envelopes, should be submitted in accordance with Section 2.

You are kindly requested to submit an acknowledgment letter to UNDP to the following address:

United Nations Development Programme,
Noflien area, Abu Ojeila Ben Taleb,
Street near to Ben Othman School, P.O. BOX 358
Tripoli, Libya

Or via email to procurement.ly@undp.org Attention: Procurement Unit

The letter should be received by UNDP no later than Close of Business May 04th, 2014. The same letter should advise whether your company intends to submit a Proposal. If that is not the case, UNDP would appreciate your indicating the reason, for our records.

If you have received this RFP through a direct invitation by UNDP, transferring this invitation to another firm requires your written notification to UNDP of such transfer and the name of the company to whom the invitation was forwarded.

Should you require further clarifications, kindly communicate with the contact person identified in the attached Data Sheet as the focal point for queries on this RFP.

UNDP looks forward to receiving your Proposal and thanks you in advance for your interest in UNDP procurement opportunities.

Yours sincerely,

A handwritten signature in black ink, appearing to read 'E/O', with a horizontal line extending to the right.

Eric Overvest, Country Director

A small, handwritten mark or signature in the bottom left corner of the page.

Section 2: Instruction to Proposers

Definitions

- a) “*Contract*” refers to the agreement that will be signed by and between the UNDP and the successful proposer, all the attached documents thereto, including the General Terms and Conditions (GTC) and the Appendices.
- b) “*Country*” refers to the country indicated in the Data Sheet.
- c) “*Data Sheet*” refers to such part of the Instructions to Proposers used to reflect conditions of the tendering process that are specific for the requirements of the RFP.
- d) “*Day*” refers to calendar day.
- e) “*Government*” refers to the Government of the country that will be receiving the services provided/rendered specified under the Contract.
- f) “*Instructions to Proposers*” (Section 2 of the RFP) refers to the complete set of documents that provides Proposers with all information needed and procedures to be followed in the course of preparing their Proposals
- g) “*LOI*” (Section 1 of the RFP) refers to the Letter of Invitation sent by UNDP to Proposers.
- h) “*Material Deviation*” refers to any contents or characteristics of the proposal that is significantly different from an essential aspect or requirement of the RFP, and: (i) substantially alters the scope and quality of the requirements; (ii) limits the rights of UNDP and/or the obligations of the offeror; and (iii) adversely impacts the fairness and principles of the procurement process, such as those that compromise the competitive position of other offerors.
- i) “*Proposal*” refers to the Proposer’s response to the Request for Proposal, including the Proposal Submission Form, Technical and Financial Proposal and all other documentation attached thereto as required by the RFP.
- j) “*Proposer*” refers to any legal entity that may submit, or has submitted, a Proposal for the provision of services requested by UNDP through this RFP.
- k) “*RFP*” refers to the Request for Proposals consisting of instructions and references prepared by UNDP for purposes of selecting the best service provider to perform the services described in the Terms of Reference.
- l) “*Services*” refers to the entire scope of tasks and deliverables requested by UNDP under the RFP.
- m) “*Supplemental Information to the RFP*” refers to a written communication issued by UNDP to prospective Proposers containing clarifications, responses to queries received from prospective Proposers, or changes to be made in the RFP, at any time after the release of the RFP but before the deadline for the submission of Proposals.

- n) “*Terms of Reference*” (TOR) refers to the document included in this RFP as Section 3 which describes the objectives, scope of services, activities, tasks to be performed, respective responsibilities of the proposer, expected results and deliverables and other data pertinent to the performance of the range of duties and services expected of the successful proposer.

A. GENERAL

1. UNDP hereby solicits Proposals in response to this Request for Proposal (RFP). Proposers must strictly adhere to all the requirements of this RFP. No changes, substitutions or other alterations to the rules and provisions stipulated in this RFP may be made or assumed unless it is instructed or approved in writing by UNDP in the form of Supplemental Information to the RFP.
2. Submission of a Proposal shall be deemed as an acknowledgement by the Proposer that all obligations stipulated by this RFP will be met and, unless specified otherwise, the Proposer has read, understood and agreed to all the instructions in this RFP.
3. Any Proposal submitted will be regarded as an offer by the Proposer and does not constitute or imply the acceptance of any Proposal by UNDP. UNDP is under no obligation to award a contract to any Proposer as a result of this RFP.
4. UNDP implements a policy of zero tolerance on proscribed practices, including fraud, corruption, collusion, unethical practices, and obstruction. UNDP is committed to preventing, identifying and addressing all acts of fraud and corrupt practices against UNDP as well as third parties involved in UNDP activities. (See http://www.undp.org/content/dam/undp/library/corporate/Transparency/UNDP_Anti_Fraud_Policy_English_FINAL_june_2011.pdf and <http://www.undp.org/content/undp/en/home/operations/procurement/protestandsanctions/> for full description of the policies)
5. In responding to this RFP, UNDP requires all Proposers to conduct themselves in a professional, objective and impartial manner, and they must at all times hold UNDP’s interests paramount. Proposers must strictly avoid conflicts with other assignments or their own interests, and act without consideration for future work. All Proposers found to have a conflict of interest shall be disqualified. Without limitation on the generality of the above, Proposers, and any of their affiliates, shall be considered to have a conflict of interest with one or more parties in this solicitation process, if they:
 - 5.1 Are or have been associated in the past, with a firm or any of its affiliates which have been engaged UNDP to provide services for the preparation of the design, specifications, Terms of Reference, cost analysis/estimation, and other documents to be used for the procurement of the goods and services in this selection process;
 - 5.2 Were involved in the preparation and/or design of the programme/project related to the services requested under this RFP; or
 - 5.3 Are found to be in conflict for any other reason, as may be established by, or at the discretion of, UNDP.

In the event of any uncertainty in the interpretation of what is potentially a conflict of interest, proposers must disclose the condition to UNDP and seek UNDP’s confirmation on whether or not

such conflict exists.

6. Similarly, the Proposers must disclose in their proposal their knowledge of the following:

- 6.1 That they are owners, part-owners, officers, directors, controlling shareholders, or they have key personnel who are family of UNDP staff involved in the procurement functions and/or the Government of the country or any Implementing Partner receiving services under this RFP; and
- 6.2 All other circumstances that could potentially lead to actual or perceived conflict of interest, collusion or unfair competition practices.

Failure of such disclosure may result in the rejection of the proposal or proposals affected by the non-disclosure.

7. The eligibility of Proposers that are wholly or partly owned by the Government shall be subject to UNDP's further evaluation and review of various factors such as being registered as an independent entity, the extent of Government ownership/share, receipt of subsidies, mandate, access to information in relation to this RFP, and others that may lead to undue advantage against other Proposers, and the eventual rejection of the Proposal.
8. All Proposers must adhere to the UNDP Supplier Code of Conduct, which may be found at this link: http://www.un.org/depts/ptd/pdf/conduct_english.pdf

B. CONTENTS OF PROPOSAL

9. Sections of Proposal

Proposers are required to complete, sign and submit the following documents:

- 9.1 Proposal Submission Cover Letter Form (see RFP Section 4);
- 9.2 Documents Establishing the Eligibility and Qualifications of the Proposer (see RFP Section 5);
- 9.3 Technical Proposal (see prescribed form in RFP Section 6);
- 9.4 Financial Proposal (see prescribed form in RFP Section 7);
- 9.5 Proposal Security, if applicable (if required and as stated in the **Data Sheet** (DS nos. 9-11), see prescribed Form in RFP Section 8);
- 9.6 Any attachments and/or appendices to the Proposal.

10. Clarification of Proposal

- 10.1 Proposers may request clarifications of any of the RFP documents no later than the date indicated in the **Data Sheet** (DS no. 16) prior to the proposal submission date. Any request for clarification must be sent in writing via courier or through electronic means to the UNDP address indicated in the **Data Sheet** (DS no. 17). UNDP will respond in writing, transmitted by electronic means and will transmit copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Proposers who have provided confirmation of their intention to submit a Proposal.
- 10.2 UNDP shall endeavor to provide such responses to clarifications in an expeditious manner,

but any delay in such response shall not cause an obligation on the part of UNDP to extend the submission date of the Proposals, unless UNDP deems that such an extension is justified and necessary.

11. Amendment of Proposals

11.1 At any time prior to the deadline of Proposal submission, UNDP may for any reason, such as in response to a clarification requested by a Proposer, modify the RFP in the form of a Supplemental Information to the RFP. All prospective Proposers will be notified in writing of all changes/amendments and additional instructions through Supplemental Information to the RFP and through the method specified in the **Data Sheet** (DS No. 18).

11.2 In order to afford prospective Proposers reasonable time to consider the amendments in preparing their Proposals, UNDP may, at its discretion, extend the deadline for submission of Proposals, if the nature of the amendment to the RFP justifies such an extension.

C. PREPARATION OF PROPOSALS

12. Cost

The Proposer shall bear any and all costs related to the preparation and/or submission of the Proposal, regardless of whether its Proposal was selected or not. UNDP shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process.

13. Language

The Proposal, as well as any and all related correspondence exchanged by the Proposer and UNDP, shall be written in the language (s) specified in the **Data Sheet** (DS No 4). Any printed literature furnished by the Proposer written in a language other than the language indicated in the **Data Sheet**, must be accompanied by a translation in the preferred language indicated in the **Data Sheet**. For purposes of interpretation of the Proposal, and in the event of discrepancy or inconsistency in meaning, the version translated into the preferred language shall govern. Upon conclusion of a contract, the language of the contract shall govern the relationship between the contractor and UNDP.

14. Proposal Submission Form

The Proposer shall submit the Proposal Submission Form using the form provided in Section 4 of this RFP.

15. Technical Proposal Format and Content

Unless otherwise stated in the **Data Sheet** (DS no. 28), the Proposer shall structure the Technical Proposal as follows:

- 15.1 **Expertise of Firm/Organization** – this section should provide details regarding management structure of the organization, organizational capability/resources, and experience of organization/firm, the list of projects/contracts (both completed and on-going, both domestic and international) which are related or similar in nature to the requirements of the RFP, and proof of financial stability and adequacy of resources to complete the services required by the RFP (see RFP clause 18 and DS No. 26 for further details). The same shall apply to any other entity participating in the RFP as a Joint Venture or Consortium.
- 15.2 **Proposed Methodology, Approach and Implementation Plan** – this section should demonstrate the Proposer’s response to the Terms of Reference by identifying the specific components proposed, how the requirements shall be addressed, as specified, point by point; providing a detailed description of the essential performance characteristics proposed; identifying the works/portions of the work that will be subcontracted; and demonstrating how the proposed methodology meets or exceeds the specifications, while ensuring appropriateness of the approach to the local conditions and the rest of the project operating environment. This methodology must be laid out in an implementation timetable that is within the duration of the contract as specified in the **Data Sheet** (DS nos. 29 and 30).

Proposers must be fully aware that the products or services that UNDP requires may be transferred, immediately or eventually, by UNDP to HNEC, or to an entity nominated by the latter, in accordance with UNDP’s policies and procedures. All proposers are therefore required to submit the following in their proposals:

- a) A statement of whether any import or export licences are required in respect of the goods to be purchased or services to be rendered, including any restrictions in the country of origin, use or dual use nature of the goods or services, including any disposition to end users; and
 - b) Confirmation that the Proposer has obtained license of this nature in the past, and have an expectation of obtaining all the necessary licenses, should their Proposal be rendered the most responsive.
- 15.3 **Management Structure and Key Personnel** – This section should include the comprehensive curriculum vitae (CVs) of key personnel that will be assigned to support the implementation of the proposed methodology, clearly defining the roles and responsibilities vis-à-vis the proposed methodology. CVs should establish competence and demonstrate qualifications in areas relevant to the TOR.

In complying with this section, the Proposer assures and confirms to UNDP that the personnel being nominated are available for the Contract on the dates proposed. If any of the key personnel later becomes unavailable, except for unavoidable reasons such as death or medical incapacity, among other possibilities, UNDP reserves the right to consider the proposal non-responsive. Any deliberate substitution arising from unavoidable reasons, including delay in the implementation of the project of programme through no fault of the

Proposer shall be made only with UNDP's acceptance of the justification for substitution, and UNDP's approval of the qualification of the replacement who shall be either of equal or superior credentials as the one being replaced.

15.4 Where the **Data Sheet** requires the submission of the Proposal Security, the Proposal Security shall be included along with the Technical Proposal. The Proposal Security may be forfeited by UNDP, and reject the Proposal, in the event of any or any combination of the following conditions:

- a) If the Proposer withdraws its offer during the period of the Proposal Validity specified in the **Data Sheet** (DS no. 11), or;
- b) If the Proposal Security amount is found to be less than what is required by UNDP as indicated in the **Data Sheet** (DS no. 9), or;
- c) In the case the successful Proposer fails:
 - i. to sign the Contract after UNDP has awarded it;
 - ii. to comply with UNDP's variation of requirement, as per RFP clause 35; or
 - iii. to furnish Performance Security, insurances, or other documents that UNDP may require as a condition to rendering the effectivity of the contract that may be awarded to the Proposer.

16. Financial Proposals

The Financial Proposal shall be prepared using the attached standard form (Section 7). It shall list all major cost components associated with the services, and the detailed breakdown of such costs. All outputs and activities described in the Technical Proposal must be priced separately on a one-to-one correspondence. Any output and activities described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, as well as in the final total price.

17. Currencies

All prices shall be quoted in the currency indicated in the **Data Sheet** (DS no. 15). However, where Proposals are quoted in different currencies, for the purposes of comparison of all Proposals:

- a) UNDP will convert the currency quoted in the Proposal into the UNDP preferred currency, in accordance with the prevailing UN operational rate of exchange on the last day of submission of Proposals; and
- b) In the event that the proposal found to be the most responsive to the RFP requirement is quoted in another currency different from the preferred currency as per **Data Sheet** (DS no. 15), then UNDP shall reserve the right to award the contract in the currency of UNDP's preference, using the conversion method specified above.

Proposals submitted by two (2) or more Proposers shall all be rejected if they are found to have any of the following:

- a) they have at least one controlling partner, director or shareholder in common; or
- b) any one of them receive or have received any direct or indirect subsidy from the other/s; or
- c) they have the same legal representative for purposes of this RFP; or

- d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about, or influence on the Proposal of, another Proposer regarding this RFP process;
- e) they are subcontractors to each other's Proposal, or a subcontractor to one Proposal also submits another Proposal under its name as lead Proposer; or
- f) an expert proposed to be in the team of one Proposer participates in more than one Proposal received for this RFP process. This condition does not apply to subcontractors being included in more than one Proposal.

18. Documents Establishing the Eligibility and Qualifications of the Proposer

The Proposer shall furnish documentary evidence of its status as an eligible and qualified vendor, using the forms provided under Section 5, Proposer Information Forms. In order to award a contract to a Proposer, its qualifications must be documented to UNDP's satisfaction. These include, but are not limited to, the following:

- a) That, in the case of a Proposer offering to supply goods under the Contract which the Proposer did not manufacture or otherwise produce, the Proposer has been duly authorized by the goods' manufacturer or producer to supply the goods in the country of final destination;
- b) That the Proposer has the financial, technical, and production capability necessary to perform the Contract; and
- c) That, to the best of the Proposer's knowledge, it is not included in the UN 1267/1989 List or the UN Ineligibility List, nor in any and all of UNDP's list of suspended and removed vendors.

19. Joint Venture, Consortium or Association

If the Proposer is a group of legal entities that will form or have formed a joint venture, consortium or association at the time of the submission of the Proposal, they shall confirm in their Proposal that : (i) they have designated one party to act as a lead entity, duly vested with authority to legally bind the members of the joint venture jointly and severally, and this shall be duly evidenced by a duly notarized Agreement among the legal entities, which shall be submitted along with the Proposal; and (ii) if they are awarded the contract, the contract shall be entered into, by and between UNDP and the designated lead entity, who shall be acting for and on behalf of all the member entities comprising the joint venture.

After the Proposal has been submitted to UNDP, the lead entity identified to represent the joint venture shall not be altered without the prior written consent of UNDP. Furthermore, neither the lead entity nor the member entities of the joint venture can:

- a) Submit another proposal, either in its own capacity; nor
- b) As a lead entity or a member entity for another joint venture submitting another Proposal.

The description of the organization of the joint venture/consortium/association must clearly define the expected role of each of the entity in the joint venture in delivering the requirements of the RFP, both in the Proposal and the Joint Venture Agreement. All entities that comprise the joint venture shall be subject to the eligibility and qualification assessment by UNDP.

Where a joint venture is presenting its track record and experience in a similar undertaking as

those required in the RFP, it should present such information in the following manner:

- a) Those that were undertaken together by the joint venture; and
- b) Those that were undertaken by the individual entities of the joint venture expected to be involved in the performance of the services defined in the RFP.

Previous contracts completed by individual experts working privately but who are permanently or were temporarily associated with any of the member firms cannot be claimed as the experience of the joint venture or those of its members, but should only be claimed by the individual experts themselves in their presentation of their individual credentials.

If a joint venture's Proposal is determined by UNDP as the most responsive Proposal that offers the best value for money, UNDP shall award the contract to the joint venture, in the name of its designated lead entity. The lead entity shall sign the contract for and on behalf of all other member entities.

20. Alternative Proposals

Unless otherwise specified in the **Data Sheet** (DS nos. 5 and 6), alternative proposals shall not be considered. Where the conditions for its acceptance are met, or justifications are clearly established, UNDP reserves the right to award a contract based on an alternative proposal.

21. Validity Period

Proposals shall remain valid for the period specified in the **Data Sheet** (DS no. 8), commencing on the submission deadline date also indicated in the **Data Sheet** (DS no. 21). A Proposal valid for a shorter period shall be immediately rejected by UNDP and rendered non-responsive.

In exceptional circumstances, prior to the expiration of the proposal validity period, UNDP may request Proposers to extend the period of validity of their Proposals. The request and the responses shall be made in writing, and shall be considered integral to the Proposal.

22. Proposer's Conference

When appropriate, a proposer's conference will be conducted at the date, time and location specified in the **Data Sheet** (DS no. 7). All Proposers are encouraged to attend. Non-attendance, however, shall not result in disqualification of an interested Proposer. Minutes of the proposer's conference will be either posted on the UNDP website, or disseminated to the individual firms who have registered or expressed interest with the contract, whether or not they attended the conference. No verbal statement made during the conference shall modify the terms and conditions of the RFP unless such statement is specifically written in the Minutes of the Conference, or issued/posted as an amendment in the form of a Supplemental Information to the RFP.

D. SUBMISSION AND OPENING OF PROPOSALS

23. Submission

- 23.1 The Financial Proposal and the Technical Proposal Envelopes **MUST BE COMPLETELY SEPARATE** and each of them must be submitted sealed individually and clearly marked on the outside as either “TECHNICAL PROPOSAL” or “FINANCIAL PROPOSAL”, as appropriate. Each envelope MUST clearly indicate the name of the Proposer. The outer envelopes shall bear the address of UNDP as specified in the **Data Sheet** (DS no.20) and shall include the Proposer’s name and address, as well as a warning that state “*not to be opened before the time and date for proposal opening*” as specified in the **Data Sheet** (DS no. 24). The Proposer shall assume the responsibility for the misplacement or premature opening of Proposals due to improper sealing and labeling by the Proposer.
- 23.2 Proposers must submit their Proposals in the manner specified in the **Data Sheet** (DS nos. 22 and 23). When the Proposals are expected to be in transit for more than 24 hours, the Proposer must ensure that sufficient lead time has been provided in order to comply with UNDP’s deadline for submission. UNDP shall indicate for its record that the official date and time of receiving the Proposal is the actual date and time when the said Proposal has physically arrived at the UNDP premises indicated in the **Data Sheet** (DS no. 20).
- 23.3 Proposers submitting Proposals by mail or by hand shall enclose the original and each copy of the Proposal, in separate sealed envelopes, duly marking each of the envelopes as “Original Proposal” and “Copy of Proposal” as appropriate. The 2 envelopes shall then be sealed in an outer envelope. The number of copies required shall be as specified in the **Data Sheet** (DS No. 19). In the event of any discrepancy between the contents of the “Original Proposal” and the “Copy of Proposal”, the contents of the original shall govern. The original version of the Proposal shall be signed or initialed by the Proposer or person(s) duly authorized to commit the Proposer on every page. The authorization shall be communicated through a document evidencing such authorization issued by the highest official of the firm, or a Power of Attorney, accompanying the Proposal.
- 23.4 Proposers must be aware that the mere act of submission of a Proposal, in and of itself, implies that the Proposer accepts the General Contract Terms and Conditions of UNDP as attached hereto as Section 11.

24. Deadline for Submission of Proposals and Late Proposals

Proposals must be received by UNDP at the address and no later than the date and time specified in the **Data Sheet** (DS nos. 20 and 21).

UNDP shall not consider any Proposal that arrives after the deadline for submission of Proposals. Any Proposal received by UNDP after the deadline for submission of Proposals shall be declared late, rejected, and returned unopened to the Proposer.

25. Withdrawal, Substitution, and Modification of Proposals

- 25.1 Proposers are expected to have sole responsibility for taking steps to carefully examine in detail the full consistency of its Proposals to the requirements of the RFP, keeping in mind that material deficiencies in providing information requested by UNDP, or lack

clarity in the description of services to be provided, may result in the rejection of the Proposal. The Proposer shall assume the responsibility regarding erroneous interpretations or conclusions made by the Proposer in the course of understanding the RFP out of the set of information furnished by UNDP.

- 25.2 A Proposer may withdraw, substitute or modify its Proposal after it has been submitted by sending a written notice in accordance with Clause 23.1, duly signed by an authorized representative, and shall include a copy of the authorization (or a Power of Attorney). The corresponding substitution or modification of the Proposal must accompany the respective written notice. All notices must be received by UNDP prior to the deadline for submission and submitted in accordance with RFP Clause 23.1 (except that withdrawal notices do not require copies). The respective envelopes shall be clearly marked “WITHDRAWAL,” “SUBSTITUTION,” or “MODIFICATION”.
- 25.3 Proposals requested to be withdrawn shall be returned unopened to the Proposers.
- 25.4 No Proposal may be withdrawn, substituted, or modified in the interval between the deadline for submission of Proposals and the expiration of the period of proposal validity specified by the Proposer on the Proposal Submission Form or any extension thereof.

26. Proposal Opening

UNDP will open the Proposals in the presence of an ad-hoc committee formed by UNDP of at least two (2) members. If electronic submission is permitted, any specific electronic proposal opening procedures shall be as specified in the **Data Sheet** (DS no. 23).

The Proposers’ names, modifications, withdrawals, the condition of the envelope labels/seals, the number of folders/files and all other such other details as UNDP may consider appropriate, will be announced at the opening. No Proposal shall be rejected at the opening stage, except for late submission, for which the Proposal shall be returned unopened to the Proposer.

27. Confidentiality

Information relating to the examination, evaluation, and comparison of Proposals, and the recommendation of contract award, shall not be disclosed to Proposers or any other persons not officially concerned with such process, even after publication of the contract award.

Any effort by a Proposer to influence UNDP in the examination, evaluation and comparison of the Proposals or contract award decisions may, at UNDP’s decision, result in the rejection of its Proposal.

In the event that a Proposer is unsuccessful, the Proposer may seek a meeting with UNDP for a debriefing. The purpose of the debriefing is discussing the strengths and weaknesses of the Proposer’s submission, in order to assist the Proposer in improving the proposals presented to UNDP. The content of other proposals and how they compare to the Proposer’s submission shall not be discussed.

E. EVALUATION OF PROPOSALS

28. Preliminary Examination of Proposals

UNDP shall examine the Proposals to determine whether they are complete with respect to minimum documentary requirements, whether the documents have been properly signed, whether or not the Proposer is in the UN Security Council 1267/1989 Committee's list of terrorists and terrorist financiers, and in UNDP's list of suspended and removed vendors, and whether the Proposals are generally in order, among other indicators that may be used at this stage. UNDP may reject any Proposal at this stage.

29. Evaluation of Proposals

29.1 UNDP shall examine the Proposal to confirm that all terms and conditions under the UNDP General Terms and Conditions and Special Conditions have been accepted by the Proposer without any deviation or reservation.

29.2 The evaluation team shall review and evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and other documentation provided, applying the evaluation criteria, sub-criteria, and point system specified in the **Data Sheet** (DS no. 32). Each responsive Proposal will be given a technical score. A Proposal shall be rendered non-responsive at this stage if it does not substantially respond to the RFP particularly the demands of the Terms of Reference, which also means that it fails to achieve the minimum technical score indicated in the **Data Sheet** (DS no. 25). Absolutely no changes may be made by UNDP in the criteria, sub-criteria and point system indicated in the **Data Sheet** (DS no. 32) after all Proposals have been received.

29.3 In the second stage, only the Financial Proposals of those Proposers who achieve the minimum technical score will be opened for evaluation for comparison and review. The Financial Proposal Envelopes corresponding to Proposals that did not meet the minimum passing technical score shall be returned to the Proposer unopened. The overall evaluation score will be based either on a combination of the technical score and the financial offer, or the lowest evaluated financial proposal of the technically qualified Proposers. The evaluation method that applies for this RFP shall be as indicated in the **Data Sheet** (DS No. 25).

When the Data Sheet specifies a combined scoring method, the formula for the rating of the Proposals will be as follows:

Rating the Technical Proposal (TP):

TP Rating = (Total Score Obtained by the Offer / Max. Obtainable Score for TP) x 100

Rating the Financial Proposal (FP):

FP Rating = (Lowest Priced Offer / Price of the Offer Being Reviewed) x 100

Total Combined Score:

$\frac{\begin{aligned} &(\text{TP Rating}) \times (\text{Weight of TP, e.g. 70\%}) \\ &+ (\text{FP Rating}) \times (\text{Weight of FP, e.g., 30\%}) \end{aligned}}{\text{Total Combined and Final Rating of the Proposal}}$
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29.4 UNDP reserves the right to undertake a post-qualification exercise aimed at determining, to its satisfaction the validity of the information provided by the Proposer. Such post-qualification shall be fully documented and, among those that may be listed in the **Data Sheet** (DS No.33), may include, but need not be limited to, all or any combination of the following :

- a) Verification of accuracy, correctness and authenticity of information provided by the Proposer on the legal, technical and financial documents submitted;
- b) Validation of extent of compliance to the RFP requirements and evaluation criteria based on what has so far been found by the evaluation team;
- c) Inquiry and reference checking with Government entities with jurisdiction on the Proposer, or any other entity that may have done business with the Proposer;
- d) Inquiry and reference checking with other previous clients on the quality of performance on ongoing or previous contracts completed;
- e) Physical inspection of the Proposer’s offices, branches or other places where business transpires, with or without notice to the Proposer;
- f) Quality assessment of ongoing and completed outputs, works and activities similar to the requirements of UNDP, where available; and
- g) Other means that UNDP may deem appropriate, at any stage within the selection process, prior to awarding the contract.

30. Clarification of Proposals

To assist in the examination, evaluation and comparison of Proposals, UNDP may, at its discretion, ask any Proposer for a clarification of its Proposal.

UNDP’s request for clarification and the response shall be in writing. Notwithstanding the written communication, no change in the prices or substance of the Proposal shall be sought, offered, or permitted, except to provide clarification, and confirm the correction of any arithmetic errors discovered by UNDP in the evaluation of the Proposals, in accordance with RFP Clause 32.

Any unsolicited clarification submitted by a Proposer in respect to its Proposal, which is not a response to a request by UNDP, shall not be considered during the review and evaluation of the Proposals.

31. Responsiveness of Proposal

UNDP’s determination of a Proposal’s responsiveness will be based on the contents of the Proposal itself.

A substantially responsive Proposal is one that conforms to all the terms, conditions, TOR and other requirements of the RFP without material deviation, reservation, or omission.

If a Proposal is not substantially responsive, it shall be rejected by UNDP and may not subsequently be made responsive by the Proposer by correction of the material deviation, reservation, or omission.

32. Nonconformities, Reparable Errors and Omissions

Provided that a Proposal is substantially responsive, UNDP may waive any non-conformities or omissions in the Proposal that, in the opinion of UNDP, do not constitute a material deviation.

Provided that a Proposal is substantially responsive, UNDP may request the Proposer to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Proposal related to documentation requirements. Such omission shall not be related to any aspect of the price of the Proposal. Failure of the Proposer to comply with the request may result in the rejection of its Proposal.

Provided that the Proposal is substantially responsive, UNDP shall correct arithmetical errors as follows:

- a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of UNDP there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;
- b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to the above.

If the Proposer does not accept the correction of errors made by UNDP, its Proposal shall be rejected.

F. AWARD OF CONTRACT

33. Right to Accept, Reject, or Render Non-Responsive Any or All Proposals

UNDP reserves the right to accept or reject any Proposal, to render any or all of the Proposals as non-responsive, and to reject all Proposals at any time prior to award of contract, without incurring any liability, or obligation to inform the affected Proposer(s) of the grounds for UNDP's action. Furthermore, UNDP shall not be obliged to award the contract to the lowest price offer.

UNDP shall also verify, and immediately reject their respective Proposal, if the Proposers are found to appear in the UN's Consolidated List of Individuals and Entities with Association to Terrorist Organizations, in the List of Vendors Suspended or Removed from the UN Secretariat Procurement Division Vendor Roster, the UN Ineligibility List, and other such lists that as may be established or recognized by UNDP policy on Vendor Sanctions. (See <http://www.undp.org/content/undp/en/home/operations/procurement/protostandsanctions/> for details)

34. Award Criteria

Prior to expiration of the period of proposal validity, UNDP shall award the contract to the qualified Proposer with the highest total score based on the evaluation method indicated in the **Data Sheet** (DS nos. 25 and 32).

35. Right to Vary Requirements at the Time of Award

At the time of award of Contract, UNDP reserves the right to vary 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.

36. Contract Signature

Within fifteen (15) days from the date of receipt of the Contract, the successful Proposer shall sign and date the Contract and return it to UNDP.

Failure of the successful Proposer to comply with the requirement of RFP Clause 35 and this provision shall constitute sufficient grounds for the annulment of the award, and forfeiture of the Proposal Security if any, and on which event, UNDP may award the Contract to the Proposer with the second highest rated Proposal, or call for new Proposals.

37. Performance Security

A performance security, if required, shall be provided in the amount and form provided in Section 9 and by the deadline indicated in the **Data Sheet** (DS no. 14), as applicable. Where a Performance Security will be required, the submission of the said document, and the confirmation of its acceptance by UNDP, shall be a condition for the effectivity of the Contract that will be signed by and between the successful Proposer and UNDP.

38. Bank Guarantee for Advanced Payment

Except when the interests of UNDP so require, it is the UNDP's preference to make no advanced payment(s) on contracts (i.e., payments without having received any outputs). In the event that the Proposer requires an advanced payment upon contract signature, and if such request is duly accepted by UNDP, and the said advanced payment exceeds 20% of the total proposal price, or exceed the amount of USD 30,000, UNDP shall require the Proposer to submit a Bank Guarantee in the same amount as the advanced payment. A bank guarantee for advanced payment shall be furnished in the form provided in Section 10.

39. Vendor Protest

UNDP's vendor protest procedure provides an opportunity for appeal to those persons or firms not awarded a purchase order or contract through a competitive procurement process. In the event that a Proposer believes that it was not treated fairly, the following link provides further details regarding UNDP vendor protest procedures:

<http://www.undp.org/content/undp/en/home/operations/procurement/protestandsanctions/>

Instructions to Proposers

DATA SHEET

The following data for the services to be procured shall complement, supplement, or amend the provisions in the Instruction to Proposers. In the case of a conflict between the Instructions to Proposers, the Data Sheet, and other annexes or references attached to the Data Sheet, the provisions in the Data Sheet shall govern.

DS No.	Cross Ref. to Instructions	Data	Specific Instructions / Requirements
1		Project Title :	Libya Electoral Assistance Project
2		Title of Services/Work:	Expansion and Enhancement of software for HNEC tally centre
3		Country / Region of Work Location:	Worldwide for remote deliverables; Libya for in-person deliverables
4	C.13	Language of the Proposal:	<input type="checkbox"/> <u>English</u>
5	C.20	Conditions for Submitting Proposals for Parts or sub-parts of the TOR	<input type="checkbox"/> <u>Not allowed</u>
6	C.20	Conditions for Submitting Alternative Proposals	<input type="checkbox"/> <u>Shall not be considered.</u>
7	C.22	A pre-proposal conference will be held on:	<p>Pre-Bid meeting will be held on May 6th, 2014, at 11:00hrs Libya time, at Noflien area, Abu Ojeila Ben Taleb, Street near to Ben Othman School. Alternatively, companies can participate through Skype teleconference.</p> <p><i>All prospective bidders who wish to attend are requested to send an email to procurement.ly@undp.org with name,</i></p>

			<i>Skype ID and name of the company and preferred way to participate (either via skype or physically at UNDP Office). Last date for receipt of confirmation from the bidders is May 4th, 2014.</i>
8	C.21	Period of Proposal Validity commencing on the submission date	<input type="checkbox"/> <u>120 days</u>
9	B.9.5 C.15.4 b)	Proposal Security	Not required
10	B.9.5	Acceptable forms of Proposal Security	Not required
11	B.9.5 C.15.4 a)	Validity of Proposal Security	Not required
12		Advanced Payment upon signing of contract	No advance payment will be made. Payment will be made against deliverables.
13		Liquidated Damages	<input type="checkbox"/> <u>Will not be imposed</u>
14	F.37	Performance Security	Amount :10% Contract amount Form: <input type="checkbox"/> Bank Guarantee (See Section 8 for template) <input type="checkbox"/> Any Bank-issued Check / Cashier's Check / Certified Check
15	C.17, C.17 b)	Preferred Currency of Proposal and Method for Currency conversion	<input type="checkbox"/> <u>United States Dollars (US\$)</u> <i>Bid prices expressed in different currencies shall be converted in USD Dollars</i> <i>The source of the exchange rate shall be; UN Exchange Rate</i> <i>The date of the exchange rate shall be: Closing date of submission of bids.</i>
16	B.10.1	Deadline for submitting requests for clarifications/ questions	05 days before the submission date.

17	B.10.1	Contact Details for submitting clarifications/questions ¹	UNDP Libya Address: Noflien Area, Abu Ojeila Ben Taleb St Near Ben Othman School Tripoli, Libya procurement.ly@undp.org
18	B.11.1	Manner of Disseminating Supplemental Information to the RFP and responses/clarifications to queries	<input type="checkbox"/> <u>Direct communication to prospective Proposers by email or fax and posting on UNDP Libya Website www.ly.undp.org</u> <input type="checkbox"/> http://procurement-notice.undp.org/ (Ref num: 15568)
19	D.23.3	No. of copies of Proposal that must be submitted [if transmitted by courier]	Original : 1 (one) Copies : 1 (one)
20	D.23.1 D.23.2 D.24	Proposal Submission Address	UNDP Libya Address: Noflien Area, Abu Ojeila Ben Taleb St Near Ben Othman School Tripoli, Libya procurement.ly@undp.org
21	C.21 D.24	Deadline of Submission	Date and Time : May 14th 2014 at 16:00 hours (Tripoli, Libya time)
22	D.23.2	Allowable Manner of Submitting Proposals	<input checked="" type="checkbox"/> Courier/Hand Delivery OR <input checked="" type="checkbox"/> Electronic submission of proposal by email with attached scanned proof of shipment from courier dated prior to the deadline
23	D.23.2 D.26	Conditions and Procedures for electronic submission and opening, if allowed	A full proposal should be submitted electronically with proof of postage dated prior to the deadline. The financial offer should be provided separately to the technical proposal. The financial proposal should be password protected and the password should not be sent to UNDP unless requested by UNDP if the proposal is deemed technically qualified.

¹ 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 officially received.

			<p>You will have 24 hours to respond to the request for password from UNDP.</p> <p><input checked="" type="checkbox"/> Official Address for e-submission: procurement.ly@undp.org</p> <p><input checked="" type="checkbox"/> Free from virus and corrupted files</p> <p><input checked="" type="checkbox"/> Format : PDF files only, password protected only for Financial Proposal.</p> <p><input checked="" type="checkbox"/> Password for the financial proposal must not be provided before officially requested by UNDP</p> <p><input checked="" type="checkbox"/> Max. File Size per transmission: 5 MB</p> <p><input checked="" type="checkbox"/> Max. No. of transmissions: 5 (five) for technical proposal and 1 (one) for financial proposal</p> <p><input checked="" type="checkbox"/> No. of copies to be transmitted: 1 (one)</p> <p><input checked="" type="checkbox"/> Mandatory subject of email for the Technical Proposal: “Expansion and enhancement of software for HNEC tally centre”</p> <p><input checked="" type="checkbox"/> Mandatory subject of email for the Financial Proposal: “Financial Proposal For Expansion and enhancement of software for HNEC tally centre”</p> <p><input checked="" type="checkbox"/> Virus Scanning Software to be Used prior to transmission</p> <p><input checked="" type="checkbox"/> Time Zone to be Recognized: Tripoli (GMT+2:00)</p>
24	D.23.1	Date, time and venue for opening of Proposals	Public Opening will not be conducted
25	E.29.2 E.29.3 F.34	Evaluation method to be used in selecting the most responsive Proposal	<input checked="" type="checkbox"/> Combined Scoring Method, using the 70%-30% distribution for technical and financial proposals, respectively, where the minimum passing score of technical proposal is 70%
26	C.15.1	Required Documents that must be Submitted to Establish Qualification of Proposers (In “Certified True Copy” form only)	<p>a) Company Profile, which should <u>not</u> exceed fifteen (15) pages, including printed brochures and product catalogues relevant to the goods/services being procured.</p> <p>b) Certificate of Registration of the business, including Articles of Incorporation, or equivalent document if Bidder is not a corporation. International Bidders must provide proof of registration to operate in Libya or Registration of Libyan Partner organization/company</p>

			<p>with whom the implementation of the contract will be carried out.</p> <p>If the bidder is a Joint Venture (JV) or a Consortium, provide legal agreement to that effect and documents required in (a) and (b) should be separately provided for all other requirements in (c) to (g) must be delineated by those that were undertaken together by the partners and individually. Further, the proposal should indicate who is the lead entity in the JV/Consortium;</p> <p>c) Past contracts indicating Client name, duration of the contract, value of the contract and brief description of outputs delivered by the bidder in the past three years</p> <p>d) At least three references from the three top clients (in terms of contract value) which was executed within the past three years</p> <p>e) Latest Audited Financial Statement (Income Statement and Balance Sheet) including Auditor’s Report for the past 3 (three) years (2013-2012-2011)</p> <p>f) List of Bank References (Name of Bank, Location, Contact Person and Contact Details)</p> <p>g) All information regarding any past and current litigation during the last five (5) years, in which the bidder is involved, indicating the parties concerned, the subject of the litigation, the amounts involved, and the final resolution if already concluded.</p>
27		Other documents that may be Submitted to Establish Eligibility	<p>a) Structure of the proposed team; Names and relevant positions of the key personnel that will perform the services indicating who is Team Leader, who are supporting, etc. (<i>Mandatory submission requirement; proposal will be rejected if not presented;</i>)</p> <p>b) Detailed breakdown of Proposed implementation timeline (<i>Mandatory submission requirement; proposal will be rejected if not presented;</i>);</p> <p>c) Written confirmation from each personnel that they are available for the entire duration of the contract.</p>
28	C.15	Structure of the Technical Proposal (<i>only if different from the provision of Section 12</i>)	

29	C.15.2	Latest Expected date for commencement of Contract	June 01, 2014
30	C.15.2	Expected duration of contract (Target Commencement Date and Completion Date)	Till 31 December 2014
31		UNDP will award the contract to:	<u>One Proposer only</u>
32	E.29.2 F.34	Criteria for the Award of Contract and Evaluation of Proposals	(See Tables below)
33	E.29.4	Post-Qualification Actions	<ul style="list-style-type: none"> a) Verification of accuracy, correctness and authenticity of the information provided by the bidder on the legal, technical and financial documents submitted; b) Validation of extent of compliance to the RFP requirements and evaluation criteria based on what has so far been found by the evaluation team; c) Inquiry and reference checking with other previous clients on the quality of performance on ongoing or previous contracts completed;
34		Conditions for Determining Contract Effectivity	<input checked="" type="checkbox"/> UNDP's receipt of Performance Bond
35		Other Information Related to the RFP	

Summary of Technical Proposal Evaluation Forms		Score Weight	Points Obtainable
1.	Expertise of Firm / Organization	30%	300
2.	Proposed Methodology, Approach and Implementation Plan	40%	400
3.	Management Structure and Key Personnel	30%	300
Total			1000

Technical Proposal Evaluation Form 1		Points obtainable
Expertise of the Firm/Organization		
1.1	Reputation of Organization and Staff / Credibility / Reliability / Industry Standing	50
1.2	General Organizational Capability which is likely to affect implementation <ul style="list-style-type: none"> - Financial stability (<i>Minimum annual average Sales volume for the last 3 years \$ 300K</i>) (30 points) - loose consortium, holding company or one firm (10 points) - age/size of the firm (10 points) - strength of project management support (20 points) - project financing capacity (<i>Quick Ratio > 1</i>) (10 points) - project management controls (10 points) 	90
1.3	Extent to which any work would be subcontracted (subcontracting carries additional risks which may affect project implementation, but properly done it offers a chance to access specialized skills.)	15
1.4	Relevance of: <ul style="list-style-type: none"> - Specialized Knowledge – electoral processes; similar collation systems (35 points) - Successful Examples of experience with similar programmes / projects (data input systems, especially for public sector clients) (25 points) - Experience in the delivery of on-site support and training (35 points) - Experience working under tight timeframes with public scrutiny (30 points) - Experience / expertise in capacity building of organizations (20 points) 	145
		300

Technical Proposal Evaluation Form 2		Points Obtainable
Proposed Methodology, Approach and Implementation Plan		
2.1	To what degree does the proposer understand the task? To what extent does the proposal include technically viable options in light of the existing software?	60
2.2	Have all of the user requirements been addressed and have the important aspects been addressed in sufficient detail?	80
2.3	Are the different components of the project adequately weighted relative to one another?	50
2.4	How detailed and realistic is the timeframe proposed for each deliverable?	110
2.5	How effectively and relevant are the quality assurance mechanisms proposed?	50
2.6.	Is the presentation clear and is the sequence of activities and the planning logical, realistic and promise efficient implementation to the project?	50
		400

Technical Proposal Evaluation Form 3		Points Obtainable
Management Structure and Key Personnel		
3.1	Team Leader	
		Sub-Score
	General Qualification	140
	Suitability for the Project	
	Project management experience	40
	Experience in assembling and deploying teams	25
	Quality Assurance skills	45
	Specific experience in the design and delivery of public sector data entry systems	30
3.2	Lead developer	
		Sub-Score
	Project specific experience	120
	Experience in the relevant software [Python, Django and PostgreSQL database management]	15
	Rapid development experience	35
	Public sector data entry system experience	45
	Documentation skills	25

Technical Proposal Evaluation Form 3			Points Obtainable
3.3	Other team members(Software Developers and QA Team)		
	Relevant software programming experience (10 points each person)	20	
	Relevant QA or documentation skills (10 points each person)	20	
	Total Part 3		300

Section 3: Terms of Reference (TOR)

Expansion and enhancement of software for HNEC tally centre

1 OVERVIEW

The High National Election Commission (HNEC) is responsible for conducting elections in Libya. A key component of this is the collation and tabulation of election results. The HNEC uses a computerized tally centre to undertake this task, using custom software for the data entry of results.

The HNEC used a custom software at the tally centre for the Constitutional Drafting Assembly elections in early 2014. The HNEC now requires the further enhancement and expansion of this software for use at future electoral events.

The HNEC's goal is to have a system that is simple to set-up and administer, without the need for significant programming expertise or expert technical knowledge. Therefore the software should be designed in a flexible manner that allows it to be setup to accommodate a variety of different electoral events. In effect, the HNEC wants a system where the flow of forms through the data entry processes is defined, but a number of other parameters can vary.

According, HNEC have asked UNDP to contract a provider to undertake the following main tasks:

- Further develop the HNEC tally centre data entry software
- Provide on-site support during the preparation of, and entirety of, tally processes
- Provide training on the tally centre software system and administration.
- Provide thorough documentation and user guides.

The HNEC has just commenced operations for a national election for a new legislature, the Council of Representatives. Following this, the transitional roadmap dictates that a national referendum will be held to ratify the draft constitution. The date for this referendum is not known, and could be in 2014 or 2015. This contract is deliverables-based, and will run until the conclusion of a second electoral event, whether referendum or another national election.

The current *planning* date for Council of Representatives polling is on or after 25 June. All dates in the schedule are based about this planning date; if the planning date removes back, so will deadlines for delivery and dates for in-country deployment.

The dates for the second electoral event are not at all clear, but it is not likely to be before October 2014.

2 DELIVERY SCHEDULE

Due to the short period of time between now and polling in the first election, and the need to have functional data entry software for the forthcoming election, a staggered delivery is proposed.

	Timeframe	Location	Contract Deliverable
Stage One			
Discussions and decisions on elements that will be included in this stage	Within two days of contract award	Remote	A
Beta version of CoR software is mounted online for comments	8 June	Remote	
Functional software is delivered for testing	15 June	Remote	
Final CoR software delivered and installed.	24 June	On-site	
Stage two			
On-site support to First Electoral Event (two developers and the tally operations support staff member)	From 19 June for at least 21 days	On-site	B
Stage three			
Provision of beta version of final, event-generic software meeting all tender requirements	31 August	Remote	C
Final event-generic software delivered with full user guides and documentation	31 October	Remote	
Delivery of face to face training	To be decided jointly between contractor and HNEC	On-site	D
Stage four			
On-site support to Second Electoral Event (one developer and the tally operations support staff member)	Seven days before tally process commences. Client will give at least 30 days notice of this date.	On –site	E
Non-time bound requirement			
Rate for additional in-country development; cost for one developer in Tripoli for 20 days	Client will give at least 30 days' notice for in-country presence.	On-site	F
Rate for additional remote development work, cost per day for 20 days		Remote	

3 CONCEPTUAL OVERVIEW

The following describes the elements of the election process that need to be accommodated within the system.

Districts: In a national election, the country is divided into electoral districts (constituencies), which may change for each election. There may be one district or hundreds of district. Each district will run different races. A district may run one or more races. A race may have one or more seats assigned to it.

HNEC Offices: Districts will be assigned to HNEC offices. An HNEC office may have one or more districts. A district may be across one or more offices.

An office is responsible for ensuring results forms in the districts are sent to the tally centre. Offices are one level that reports must be generated at.

Polling Locations and Forms: Voting will take place in polling stations. Polling stations are located within polling centres. Each station will be assigned to either male, female or unisex voters. Each station will be assigned a particular number of registrants to will be allowed to vote in the centre along with security and staff. Each station will complete the results and reconciliation forms for the races run inside it, as corresponding to the electoral district it is located within. In the forthcoming election, there may be between 4,000 to 10,000 voting stations, located within approximately 1,600 voting centres.

Results and Reconciliation Form Composition: A results and reconciliation form is composed of three sections.

- 1- The part which identified the centre, station, voting district and office the form originates from.
- 2- The part which lists the number of votes assigned to each option/candidates.
- 3- The part which lists counts conducted during the reconciliation.

Special Voting: There may be special voting centres where persons can vote for any election, for example in oil facilities. The ballots from these will be counted in a central count centre. The count centre may produce results for multiple districts and races. The forms are not expected to abide to quarantine triggers. The count centre results form will not have a reconciliation section.

Out of Country Voting: Voting may take place for voters outside of the country (OCV). Polling centres and stations will be established in these countries. The forms are not expected to abide to quarantine triggers. The OCV results form will not have a reconciliation section.

Data Entry: At the end of the sorting and counting in the centres/stations, these forms are sent to a tally centre. The forms are data entered though a process designed to ensure the accuracy and integrity of the data to support the credibility of the results. Automated checks are run on the results within each form to review their correctness.

Based on the database of results created by the data entry, the election results will be determined.

4 SYSTEM AND CODE BASE FOR THE PREVIOUS ELECTION

The Commission has existing tally centre software that was developed for the 2014 Constitutional Assembly Elections. The existing software code is freely available online and is technically documented at <https://github.com/onaio/tally-ho/>, <http://tally-system.readthedocs.org/en/latest/> and <https://github.com/onaio/tally-ho/tree/master/docs/overview>.

The functionality from within this system is expected to be maintained within the software, except where requested otherwise. As such, it is expected that components of the existing system be re-used.

5 REQUIREMENTS: TALLY CENTRE SOFTWARE

5.1 PROCESS AND SYSTEM DESIGN

5.1.1 Data Entry, Clearance and Audit Process

Forms will be pass through a multi-stage data entry process. Within this will be a double blind data entry and quality control. Terminals will be assigned for different stages through log-ins, forms will be passed through the data entry centre. A form can only move to the next stage if it has successfully passed the previous stages.

5.1.2 Data Entry

The data entry process to be used exists in the current software, with the exception of point 5.1.2.5 where quality control and archiving are combined. This must be completed prior to the start of the next tabulation process.

1. *Intake* – Forms received at the centre are logged into the system as having arrived at the tally centre. Only forms that are listed inside the system within the appropriate tables will be accepted. This is done by entering the race, polling centre and polling station codes. Clerks will check the centre name is correct before accepting the form. If a forms is successfully logged, a cover sheet should be printed which staff will attach to the front of the form. Forms which cannot be in-taken will be passed to the clearance section.
2. *Data Entry One* – Forms details are data entered.
3. *Data Entry Two* – Forms details are re-entered into the system by another person.
4. *Corrections* – The digital records from data entry 1 and 2 are automatically compared. Clerks will check each form to see if it is cleared to pass this stage or if the records from data entry 1 and 2 do not match. Where they do not match, the records are reviewed by the clerk. The clerk will be presented with the fields that do not match and will have the option to choose the correct result. If neither digital record is correct, the operator will rejected the form and send it back to data entry 1.
5. *Quality Control and Archiving* – The clerk reviews the physical forms against the read-only digital record to check they match. This will be done for all forms, or can be conducted against a significant sample.
 - a. Where inconsistencies are found forms are reset to data entry 1.

- b. Where the review finds no problems the system reviews the digital records against quarantine checks to ensure they are credible.
 - i. Where they fail the checks they must be investigated at the audit section.
 - ii. If they pass, their results are finalised in the system, a cover is printed for the form and the form is passed for filing.

The possible quarantine checks will be given to the successful bidder.

5.1.3 Clearance and Audit

a. Clearance Section –

A clearance process exists in the current software, however an evaluation of the workflow is required. The contractor is expected to map the current clearance process and will work with the client to finalise and implement a revised workflow. The contractor must complete this in stage one.

The section will comprise of many teams. Clearance teams will accept cases of forms which cannot be in-taken. The team will review the form and determine the action. A form can be reset to intake or forwarded for the attention of the administrator. Actions will be electronically initiated by a team but must be approved by the section supervisor. This will be outside of the main flow of data entry.

Where a user creates a new case at clearance by typing in the barcode numbers twice, there is a review page will show the centre number, name, station number and race type. A person can either confirm the new case or abort it.

The list of cases and the details associated with them will be available to download by users assigned sufficient permissions.

b. Audit Section –

An audit process exists in the current software, however an evaluation of the workflow is required. The contractor is expected to map the current audit process and will work with the client to finalise and implement a revised workflow. The contractor must complete this in stage one.

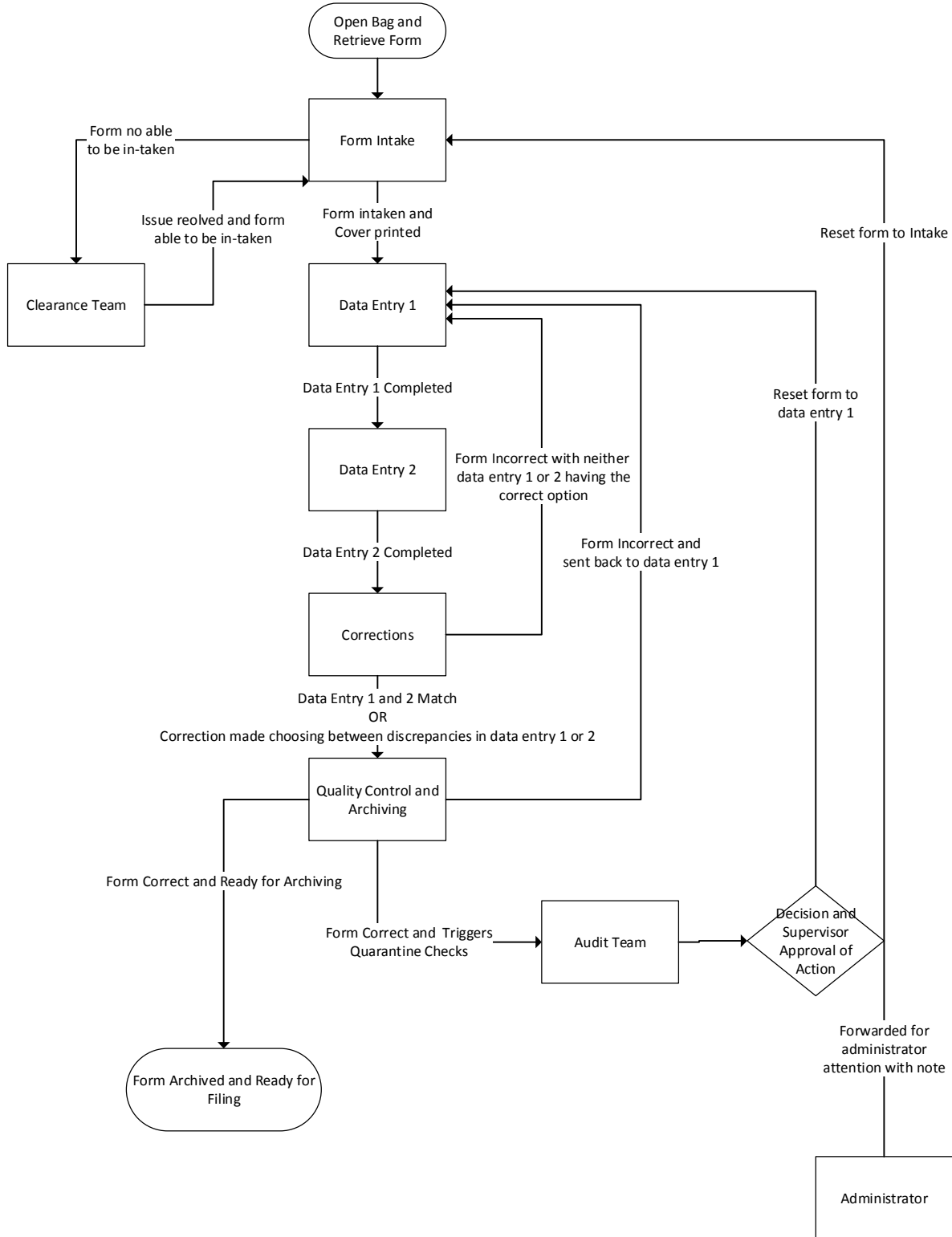
The section will comprise of many teams. Audit teams will log the cases sent to them – these will either be forms forwarded from archiving or forms sent from other sections due to any other issue that prevents them being correctly entered. The team will review the form and determine the action. A form can either be; reset to data entry one, reset to intake, forwarded for the attention of the

administrator or allowed to be archived (and reset to data entry one). Actions will be electronically initiated by a team but must be approved by the section supervisor. Allowing a form which meets the quarantine triggers to be archived requires the approval of a super administration.

There will only be one audit case at a time for a particular results form (barcode).

The list of cases and the details associated with them will be available download.

5.1.4 General Data Entry Overview



5.2 ADMINISTRATOR SCREENS

Multiple administrator activities will be provided for which allow for multiple tasks to be completed through GUIs. Different administrator levels will have different permissions to access and make changes based on the following screens.

Such a system currently exists however the relevant screens must be updated with the requirements listed in 5.3 to 5.8

5.3 LOGIN/PASSWORD MANAGEMENT

Such a system currently exists

Access will always require a login and a password. The login and password combinations will be provided to the users by the administrators, who will also assign the users their required permissions.

Users can modify their password, but only the administrators will be able to reset them.

A valid login access will provide the users with a main screen displaying links to the functionalities they have access to.

5.4 RACE/CENTRE/STATION/FORM LIST MANAGEMENT

5.4.1 *Updating Centres/Station Information*

These two functionalities exist

A list of all the centres and stations should be viewable. It should be possible to determine the forms that a centre shall complete.

The functionality to adjust the list and details with a GUI and to replace existing files with an upload tool is required. However, this functionality is not a priority and can be implemented in stage three.

It should be possible to edit, remove or add to the list of races, centres, stations and forms using a GUI. It should also be possible to add or change the number of people registered at a station which may be used in a quarantine trigger. It will be possible to upload new key files to replace existing files for stations, centres and barcodes. The centre list with all details should also be downloadable in CSV format.

5.4.2 *Marking Centre/Station/Race as inactive and classifying*

This functionality does not exist. However, this functionality is a medium priority. It is desirable to complete it in stage one.

While centres and stations may be planned for polling, for a variety of reasons it may not be possible to release results associated with them, either because no results are available or because they are to be withheld.

The system will allow the super administrator to account for such cases. A number of classifications should be able to be assigned. Ability to classify centres/stations or a race within a station as not to be released (default will be normal). Under cases not to be released, classifications will include:

- Not opened
- HNEC decision on irregularities
- Disqualified due to court decision
- Materials destroyed
- Other

5.4.3 *Marking Race as Available for Release*

This functionality does not exist. However, this functionality is a medium priority. It is desirable to complete it in stage one.

Super Administrators should be able to apply classifications to entire races. They can be classified as;

- For release
- Not for release

5.5 QUARANTINE TRIGGERS

This functionality does not exist. This functionality is not a priority and can be implemented in stage three.

A GUI is required which will allow the administrator to adjust quarantine triggers. The audit rules will be integrated in the software in a way that they can be modified by an administrator on order from the Commission, without any impact on the rest of the Data-Entry.

5.6 QUARANTINED RESULTS

This functionality does not exist. However, this functionality is a medium priority. It is desirable to complete it in stage one.

Results entered under quarantine cases will be classed separate from archived results – they will be counted under quarantined results. Such case and forms expected will be accounted for in a separate 'bucket' within the counts. The system will alert the administrator if the results in quarantine have the capacity to change the position of the candidates who hold potentially winning positions.

5.7 REPORTING OF PROGRESS AND RESULTS

Elements of this functionality do exist, however improvements and new reports are required. The Client and Contractor shall assign prioritisation based on the polling date, determining which will be completed in stage one, and which will be completed in stage three.

The system will generate basic reports which can be updated in real time and are in a print friendly format. Notwithstanding the below requirements, the reports and lists available from the last system should be available. These reports will show the progress of the tally process, general statistics on the election, turnout (by gender – compensating for unisex stations) and the results of each race. It will be possible to see which stations races have not been in-take (with details lists viewable and downloadable by office or election district). It should be possible to select which results to display and which to withhold. Internal and external reports will be available with different levels of details.

Permissions for reports against users will be determined. Clerks should have access to reports related to

the progress of forms in the systems – but not results.

Reports should be downloadable in csv format. Further, an extract of the data should be downloadable in formats agreed by the commission to be able to be integrated into the results website and other commission tools.

Downloads should be available at polling station level detail including results, details from the reconciliation section, aggregates, number of people registered and general information regarding those stations.

On reports which take the form of lists, filters and sorts should be able to be applied to make them navigable and usable. Where there are lists there should be the option to choose between showing all or, a set number.

The system will alert the administrator if the stations not yet archived, and the registered voters within them have the capacity to change the results of the race.

5.8 ELECTION RESULTS MANAGEMENT SETUP AND DATA STORAGE

This functionality does not exist. This functionality is not a priority and can be implemented in stage three.

The new system will accommodate multiple tallies. A class of user called tally manager will be established. The tally manager can set-up a tally instance. The setup will be through selection of criteria and uploading of required files in the required format.

Criteria may include:

- Election Name
- Selection of Quarantine Checks and where applicable, margins/thresholds
- Super Admin users

Files may include:

- Centre List
- Station List
- Constituency List
- Form List
- Candidate List

All other users accounts will only be assigned against the tally they are expected to work on. The tally manager can create and assign super administrators to a tally. Super administrators can create accounts for other users in the tally they are assigned to.

5.9 OPTIMIZATION AND RESPONSIVENESS

The system must be able to generate reports and generally function with the minimum of lags.

This should be conducted per opportunity and updated throughout development.

5.10 BAR-CODE SCANNING

This functionality does not exist. It must be completed in stage one.

The current system requires the manual entry of barcode numbers. The forms are printed with barcodes. The system is expected to accommodate the use of barcode scanners to read the barcodes. If rejected the user can try again or type the barcode numbers with a keyboard. Regardless of the entry method, a review of the selected form details is required before progressing to the stage actions.

Hardware purchasing is the responsibility of the HNEC.

5.11 DUPLICATE FORM TRACKING

This functionality does not exist. It must be completed in stage one.

Where two forms are attempted to be in-taken into the system against the same centre and station and race, the issue should be raised to clearance as “duplicate forms” and both forms should be electronically passed to the clearance stage. The screen shall display the first entered form details, including the barcode.

Neither form will be able to progress further through the system. If the first form is attempted to be entered at any of the subsequent stages of the data entry process, the system will inform the user that the form is classified as a duplicate form and is to be passed to clearance section.

5.12 DUPLICATE RESULTS TRACKING

This functionality partially exists – the system periodically generates lists. This must be completed in stage one.

Where two or more stations running the same race have the same voters cast per candidate, they will be displayed on a duplicate monitoring screen.

5.13 AUDIT PENDING AND CLEARANCE PENDING STATES

This functionality does not exist. It must be completed in stage one.

When an audit record is marked as requiring a field audit, or a new form from the field, then the record is move to a new state - for Audit - Audit Pending State and for Clearance - Clearance Pending State. Under the previous system these forms immediately moved to data entry 1.

5.14 ONLINE SYNCING AND MULTIPLE DATA ENTRY CENTRES

This functionality does not exist. This functionality is not a priority and can be implemented in stage three.

The data entry centre local database is to be securely synced in real time to an online national database. The national database data is reviewable with the general reporting tools accessible through the internet

by persons with the required credentials.

It is possible that tabulation may take place in multiple data entry centres. In such a case, each data entry centre will be responsible for the tabulation of a distinct set of polling centres. The online national database will reflect the aggregation of the databases in all the data entry centres. The reports will reflect the data from all the data entry centres.

5.15 ACTORS

There will a number of types of users:

1. Intake Clerks
2. Intake Supervisor – ability to re-print coversheets if there has been a failure
3. Data Entry Clerks
4. Corrections Clerks
5. Quality Control Clerks
6. Archiving Clerks
7. Archive Supervisor – ability to re-print coversheets if there has been a failure
8. Audit Clerks
9. Clearance Clerks
10. Supervisors – access to general supervisor screen
11. Audit Supervisors – permissions to approve audit actions
12. Clearance Supervisors – permissions to approve clearance actions
13. Administrator – approval to access reporting and sub-ordinate log-in password management
14. Super Administrator – all administrator screens permissions.
15. Tally Manager
16. Report Viewers

6 REQUIREMENTS: FUNCTIONAL

6.1 NETWORK ARCHITECTURE

A fully networked data entry center exists with over one hundred terminals and high performance servers. Exact specifications can be agreed and setup after the award of the contract, based on the proposals.

Internet connectivity requirements will need to be agreed between the contractor and the HNEC. The contractor will provide guidance on establishing secure internet connectivity, which can be conducted remotely to the HNEC system administration and networking staff.

Hardware will be provided by the HNEC. Requirements must be provided two weeks from the signature of the contract to allow for procurement to proceed.

The system needs to be able to interface with printers – and to allow forms to be re-printed.

6.2 INSTALLATION RESPONSIBILITY

The HNEC shall conduct the installation of the network and physical infrastructure. The contractor shall establish the virtual environment and ensure the system functions within the HNECs data entry centre.

6.3 INSTALLATION EASE

All components of the system should be designed to be as simple to install and setup as possible. This is a core goal of the final system. A clear set of installation guides are required.

6.4 INTERFACE

The interface must be easy to use and provide a good experience for the end user. This includes screens that have a clean look and feel and consistency between all areas of the application (including, but not limited to: position of elements in the page, colour, and font).

The development should follow web development best practices. There should be no flash or other proprietary components included.

The front-end should use Arabic as the primary language.

6.5 FRAMEWORK

The system should be based on the existing technical framework which is available at “System and Code Base for the Previous Election”. The system is built with primarily on python with use of the Django framework.

6.6 SECURITY REQUIREMENTS

The software must contain the necessary protections against user induced threats such as SQL injects.

Authentication of the user will be required, before any other activity is engaged, via a login/password request page. All activities will be checked against the ACL (Access Control List) to verify that users are authorized to perform them.

Measures will be implemented to prevent internet based attacks to any component of the system. Hardware requirements must be communicated within two weeks of the signature of the contract to allow sufficient time for the HNEC to procure required equipment.

6.7 DATABASE STRUCTURE

The database structure should be reviewed at the end of the current election before the next round changes to agree upon a structure that accommodate the new requirements and is simple for at least intermediate level database administrators to navigate.

6.8 DATABASE ACCESS

Views, Stored Procedures, Triggers and other SQL objects will be privileged over data manipulation inside the software. The SQL Objects will be accessible for review by authorized personnel.

All activities involving insertions, modifications of records in the database are saved in history tables with a timestamp and the name of the user who performed the operation. It should be possible to reconstruct previous records and to analyze any alteration of the data (also called audit trail).

There is no functionality integrated in the software solution that could be used to delete data from the database. Discarded records will be archived or made invisible to users by being assigned some particular status, but they shall remain in case an audit is required.

7 REQUIREMENT: IMPLEMENTATION AND SERVICES

7.1 ON-SITE AND REMOTE SUPPORT

This contract envisions the potential for two national electoral events within the duration of the contract. On-site support is required for both events. During the in-country support phase, and especially while the tally centre is live the contractor’s staff will support the deployment of the system and provide timely professional advice on the possible system impact of unexpected procedure change. If requested they will implement changes while ensuring minimum downtime of the system during these changes. In addition to the deployment of staff, the contractor should continue to supply remote support during these periods.

Accommodation, transport and security is the responsibility of the contractor and cannot be supplied by UNDP. UNDP and HNEC will assist with visa invitations and other documentary requirements. For the **first electoral event, the election of the Council of Representatives (CoR elections)**, on-site support is required from 7 days prior to the start of the tally until the end of the tally process. The tally timeline cannot be specified with certainty, but is estimated at 7-14 days. This will be used to ensure that the setup is correct, testing and training of data entry staff, and adjustments are made as required. It is also expected that the contractor will check the network setup is correct.

From initial deployment up until the end of the first five days of tabulation, at least two IT support staff are required to provide on-site 24/7 assistance with skilled software development skills, system administration and database skills. After that point the on-site IT support can be reduced to one person. On-site IT support must continue until the end of the tally.

A further tally operations support staff member is required to support the monitoring of the forms through the process and troubleshooting forms that face issues. This staff member would work under the direction of the client. The client will determine and must approve the CV of the proposed post-holder and the post-holder will stay for the duration of the tally. If such a post is accepted they will be expected to remain for the duration of the tally.

The contractor may offer additional remote support, but this must be in addition to the specified on-site support. It should be noted that if the tally is undertaken during Ramadan (around the month of July) then it is likely to occur at nighttime, Libya time.

For the **second electoral event**, on-site support is required from up to 7 days prior to the start of the tally until the end of the tally process (estimate at 5-10 days). This will be used to ensure that the setup is correct, testing and training of data entry staff, and adjustments are made as required. It is also expected that the contractor will check the network setup is correct. This shall be in addition to remote support. At least one IT support staff is required to provide on-site 24/7 assistance with skilled software development skills, system administration and database skills. On-site IT support must continue until the end of the tally.

One further tally operations support staff member is again required to support the monitoring of the forms through the process and troubleshooting forms that face issues. This staff member would work under the direction of the client. The client will approve the CV of the proposed post-holder, who is expected to remain for the duration of the tally.

7.2 SOURCE CODE AND DOCUMENTATION

All rights to the software are reserved by HNEC and UNDP. Redistribution and use in source and binary forms, with or without modification, will be permitted under open source licenses to be invoked by UNDP.

The software shall be formally handed over to UNDP. All source code developed will be developed on open source and non-proprietary technology.

The source code of the application will be available for review by the IT staff of the High National Election Commission and the international advisors throughout the development process. Any passwords securing particular modules of the application or protecting parts or the whole of the database will be handed over to the HNEC and UNDP.

The source code will be fully commented and provided with succinct but exhaustive documentation so that the HNEC staff can easily review any part of the application in a timely manner and so that future developers can easily understand and make changes to the software. Additionally, documentation is also required to explain the system architecture.

A user guide shall be provided with detailed instructions in setting up the system and its administration. Documentation shall be updated based upon any changes made over the length of the contract. Documentation can be provided at the end of the contract.

7.3 TRAINING

Full face to face training on the system must be provided after the system is developed. The date will be agreed between UNDP, the HNEC and the Contractor and will be once the tally process for the first electoral event is complete. This training will contain, but not be limited to; a code walk through, detailed explanation of the database design, query design and commonly required queries and system setup and administration. A comprehensive user manual must be created and submitted.

Trainees will be of intermediate database administrator capacity and novice level coders. It should not be expected that all trainees will have experience with the database or languages used in this development. It should be expected that approximately 5 persons will be available for training.

The length of training is expected to be up to three days.

Where changes are made to the system further training can be delivered remotely.

7.4 IN-COUNTRY SUPPORT TEAM AND SUPPORT MATERIALS

7.4.1 *Personnel*

The High National Election Commission has a systems administrator and intermediate programmer available. Further, the High National Election Commission has a full team to supervise the data entry process.

7.4.2 *Requirements*

HNEC will make available to the contractor two HNEC staff to help support on requirements, testing and any other support as feasible. The HNEC also works with UN international advisors, who will assist HNEC in their responses to the contractor.

7.4.3 *Translation*

Translation support for the user interface can be provided by HNEC and UN advisors.

7.5 ADDITIONAL SOFTWARE DEVELOPMENT RATE

The contractor may be requested to develop additional software outside of the requirements listed above, but related to the tabulation of election results. Such development shall be provided as requested by the client and on an agreed upon schedule. Development shall be rated as per work by a senior developer. This shall be separate from the in-person support provided at electoral events.

8 DELIVERABLES

	Deliverables	Percentage of Total Price (Weight for payment)
A	Delivery of CoR version of software for installation – incorporating agreed enhancements and configured for electoral event	
B	Installation and support for deployment of the system at the CoR Elections, to include 21 days of in-country support	
C	Delivery of generic version of software for installation – incorporating any further agreed enhancements	
D	Delivery of training to HNEC and supply of system and user documentation	
E	Installation and support for deployment of the system at a further 2014 electoral event, to include 17 days of in-country support	
	Total	100%

In addition to that, the company is also expected to provide the below rates:

F	Rate for additional in-country development; cost for one developer in Tripoli for 20 days	
	Rate for additional remote development work, for 20 days	

VI SCHEDULE OF PAYMENTS

UNDP will pay services provided by the contractor and arrange for transfer of participants' expense fund in line with the overall reporting timeline above.

	Milestone	Percentage of Total Price (Weight for payment)	Price (Lump Sum, All Inclusive)
A	Delivery of CoR version of software for installation – incorporating agreed enhancements and configured for electoral event (end of stage one)		
B	Installation and support for deployment of the system at the CoR Elections, to include 21 days of in-country support		
C	Delivery of generic version of software for installation – incorporating any further agreed enhancements and configured for electoral event; along with system documentation and user guides		
D	Delivery of training to HNEC and supply of system and user documentation		
E	Installation and support for deployment of the system at a further electoral event, to include 21 days of in-country support		
	Additional services (on need basis) *		
F	Rate for additional in-country support; cost for 20 days of work in Tripoli (likely to be for one developer only)		
F	Rate for additional remote development work, for 20 days		
	Grand Total		USD.....

ACCOUNTABILITY

The provider will be legally accountable to UNDP for the proper use of all funds and the provision of services as per terms defined in the contract for services to be signed between UNDP and the contractor.

Any contracted service providers as arranged by the provider will be accountable to the provider.

QUALIFICATIONS OF THE SUCESSFUL SERVICE PROVIDER

- The organization will have a minimum of 5 years corporate experience in the design, development and execution of software projects, related to electoral processes and collation systems.
- Experience with designing, building, deploying and managing end-to-end solutions, preferably for public sector clients
- Good track record in Agile Design Processes and working in bi-lingual environments.
- The Team Leader will hold a Master's degree in related field of study, and have at least 10 years of experience in similar assignments.
- The Lead Developer will hold a Master's degree in related field of study, and have at least 07 years of experience in the design, development and execution of software projects.
- The Software Developers will hold a Bachelor Degree in relevant field of study, and have at least 05 years of experience in software development.
- The QA staff will hold a Bachelor Degree in relevant field of study, and have at least 03 years of experience in documentation skills and similar assignments
- A team of developers should also have experience in the following technical skills:
 - o Python-based web applications, specifically Django web framework
 - o PostgreSQL database management
 - o Experience with System Administration in Linux, specifically Ubuntu, managing locally-deployed applications
 - o Locale (translation) management using django.po
 - o Experience with R to L language rendering and UX (Arabic)
 - o Familiarity and experience with Unicode

Section 4: Proposal Submission Form²

[insert: Location]
[insert: Date]

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

Dear Sir/Madam:

We, the undersigned, hereby offer to provide professional services for [insert: title of services] in accordance with your Request for Proposal dated [insert: Date] and our Proposal. We are hereby submitting our Proposal, which includes the Technical Proposal and Financial Proposal sealed under a separate envelope.

We hereby declare that:

- a) All the information and statements made in this Proposal are true and we accept that any misrepresentation contained in it may lead to our disqualification;
- b) We are currently not on the removed or suspended vendor list of the UN or other such lists of other UN agencies, nor are we associated with, any company or individual appearing on the 1267/1989 list of the UN Security Council;
- c) We have no outstanding bankruptcy or pending litigation or any legal action that could impair our operation as a going concern; and
- d) We do not employ, nor anticipate employing, any person who is or was recently employed by the UN or UNDP.

We confirm that we have read, understood and hereby accept the Terms of Reference describing the duties and responsibilities required of us in this RFP, and the General Terms and Conditions of UNDP's Contract for Professional Services.

We agree to abide by this Proposal for [insert: period of validity as indicated in Data Sheet].

We undertake, if our Proposal is accepted, to initiate the services not later than the date indicated in the Data Sheet.

We fully understand and recognize that UNDP is not bound to accept this proposal, that we 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 evaluation.

We remain,

² No deletion or modification may be made in this form. Any such deletion or modification may lead to the rejection of the Proposal.

Yours sincerely,

Authorized Signature [*In full and initials*]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Contact Details: _____

[Please mark this letter with your corporate seal, if available.]

Section 5: Documents Establishing the Eligibility and Qualifications of the Proposer

Proposer Information Form³

Date: *[insert date (as day, month and year) of Proposal Submission]*
RFP No.: *[insert number]*

Page _____ of _____ pages

1. Proposer's Legal Name <i>[insert Proposer's legal name]</i>		
2. In case of Joint Venture (JV), legal name of each party: <i>[insert legal name of each party in JV]</i>		
3. Actual or intended Country/ies of Registration/Operation: <i>[insert actual or intended Country of Registration]</i>		
4. Year of Registration: <i>[insert Proposer's year of registration]</i>		
5. Countries of Operation	6. No. of staff in each Country	7. Years of Operation in each Country
8. Legal Address/es in Country/ies of Registration/Operation: <i>[insert Proposer's legal address in country of registration]</i>		
9. Value and Description of Top three (3) Biggest Contract for the past five (5) years		
10. Latest Credit Rating (if any)		
11. Brief description of litigation history (disputes, arbitration, claims, etc.), indicating current status and outcomes, if already resolved.		
12. Proposer's Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's name]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's name]</i> Email Address: <i>[insert Authorized Representative's name]</i>		
13. Are you in the UNPD List 1267.1989 or UN Ineligibility List? <input type="checkbox"/> YES or <input type="checkbox"/> NO		

³ The Proposer shall fill in this Form in accordance with the instructions. Apart from providing additional information, no alterations to its format shall be permitted and no substitutions shall be accepted.

14. Attached are copies of original documents of:

- All eligibility document requirements listed in the Data Sheet
- If Joint Venture/Consortium – copy of the Memorandum of Understanding/Agreement or Letter of Intent to form a JV/Consortium, or Registration of JV/Consortium, if registered
- If case of Government corporation or Government-owned/controlled entity, documents establishing legal and financial autonomy and compliance with commercial law.

Joint Venture Partner Information Form (if Registered)⁴

Date: *[insert date (as day, month and year) of Proposal Submission]*

RFP No.: *[insert number]*

Page _____ of _____ pages

1. Proposer's Legal Name: <i>[insert Proposer's legal name]</i>		
2. JV's Party legal name: <i>[insert JV's Party legal name]</i>		
3. JV's Party Country of Registration: <i>[insert JV's Party country of registration]</i>		
4. Year of Registration: <i>[insert Party's year of registration]</i>		
5. Countries of Operation	6. No. of staff in each Country	7. Years of Operation in each Country
8. Legal Address/es in Country/ies of Registration/Operation: <i>[insert Party's legal address in country of registration]</i>		
9. Value and Description of Top three (3) Biggest Contract for the past five (5) years		
10. Latest Credit Rating (if any)		
1. Brief description of litigation history (disputes, arbitration, claims, etc.), indicating current status and outcomes, if already resolved.		
13. JV's Party Authorized Representative Information Name: <i>[insert name of JV's Party authorized representative]</i> Address: <i>[insert address of JV's Party authorized representative]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers of JV's Party authorized representative]</i> Email Address: <i>[insert email address of JV's Party authorized representative]</i>		
14. Attached are copies of original documents of: <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> All eligibility document requirements listed in the Data Sheet		

⁴ The Proposer shall fill in this Form in accordance with the instructions. Apart from providing additional information, No alterations to its format shall be permitted and no substitutions shall be accepted.

- Articles of Incorporation or Registration of firm named in 2.
- In case of government owned entity, documents establishing legal and financial autonomy and compliance with commercial law.

Section 6: Technical Proposal Form

TECHNICAL PROPOSAL FORMAT
INSERT TITLE OF THE SERVICES

Note: Technical Proposals not submitted in this format may be rejected. The financial proposal should be included in separate envelope.

Name of Proposing Organization / Firm:	
Country of Registration:	
Name of Contact Person for this Proposal:	
Address:	
Phone / Fax:	
Email:	

SECTION 1: EXPERTISE OF FIRM/ ORGANISATION

This section should fully explain the Proposer's resources in terms of personnel and facilities necessary for the performance of this requirement. All contents of this section may be modified or expanded depending on the evaluation criteria stated in the RFP.

1.1 Brief Description of Proposer as an Entity: Provide a brief description of the organization / firm submitting the proposal, its legal mandates/authorized business activities, the year and country of incorporation, types of activities undertaken, and approximate annual budget, etc. Include reference to reputation, or any history of litigation and arbitration in which the organisation / firm has been involved that could adversely affect or impact the performance of services, indicating the status/result of such litigation/arbitration.

1.2. Financial Capacity: Provide the latest Audited Financial Statement (Income Statement and Balance Sheet) duly certified by a Public Accountant, and with authentication of receiving by the Government's Internal Revenue Authority. Include any indication of credit rating, industry rating, etc.

1.3. Track Record and Experiences: Provide the following information regarding corporate experience within the last five (5) years which are related or relevant to those required for this Contract.

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

SECTION 2 - APPROACH AND IMPLEMENTATION PLAN

This section should demonstrate the Proposer's responsiveness to the TOR by identifying the specific components proposed, addressing the requirements, as specified, point by point; providing a detailed description of the essential performance characteristics proposed; and demonstrating how the proposed methodology meets or exceeds the requirements.

2.1. Approach to the Service/Work Required: Please provide a detailed description of the methodology for how the organisation/firm will achieve the Terms of Reference of the project, keeping in mind the appropriateness to local conditions and project environment.

2.2. Technical Quality Assurance Review Mechanisms: The methodology shall also include details of the Proposer's internal technical and quality assurance review mechanisms.

2.3 Implementation Timelines: The Proposer shall submit a Gantt Chart or Project Schedule indicating the detailed sequence of activities that will be undertaken and their corresponding timing.

2.4. Subcontracting: Explain whether any work would be subcontracted, to whom, how much percentage of the work, the rationale for such, and the roles of the proposed sub-contractors. Special attention should be given to providing a clear picture of the role of each entity and how everyone will function as a team.

2.5. Risks / Mitigation Measures: Please describe the potential risks for the implementation of this project that may impact achievement and timely completion of expected results as well as their quality. Describe measures that will be put in place to mitigate these risks.

2.6. Reporting and Monitoring: Please provide a brief description of the mechanisms proposed for this project for reporting to the UNDP and partners, including a reporting schedule.

2.7. Anti-Corruption Strategy: Define the anti-corruption strategy that will be applied in this project to prevent the misuse of funds. Describe the financial controls that will be put in place.

2.8. Partnerships: Explain any partnerships with local, international or other organizations that are planned for the implementation of the project. Special attention should be given to providing a clear picture of the role of each entity and how everyone will function as a team. Letters of commitment from partners and an indication of whether some or all have successfully worked together on other previous projects is encouraged.

2.9 Statement of Full Disclosure: This is intended to disclose any potential conflict in accordance with the definition of "conflict" under Section 4 of this document, if any.

2.10 Other: Any other comments or information regarding the project approach and methodology that will be adopted.

SECTION 3: PERSONNEL

3.1 Management Structure: Describe the overall management approach toward planning and implementing this activity. Include an organization chart for the management of the project describing the relationship of key positions and designations.

3.2 Staff Time Allocation: Provide a spreadsheet will be included to show the activities of each staff member and the time allocated for his/her involvement. (Note :*This spreadsheet is crucial and no substitution of personnel will be tolerated once the contract has been awarded except in extreme circumstances and with the written approval of the UNDP. If substitution is unavoidable it will be with a person who, in the opinion of the UNDP project manager, is at least as experienced as the person being replaced, and subject to the approval of UNDP. No increase in costs will be considered as a result of any substitution.*)

3.3 Qualifications of Key Personnel. Provide the CVs for key personnel (Team Leader, Managerial and general staff) that will be provided to support the implementation of this project. CVs should demonstrate qualifications in areas relevant to the Scope of Services. Please use the format below:

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

Signature of the Nominated Team Leader/Member		Date Signed

Section 7: Financial Proposal Form

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 Deliverables*

SN		Percentage of Total Price (Weight for payment)	Price (Lump Sum, All Inclusive)
1	Delivery of CoR version of software for installation – incorporating agreed enhancements and configured for electoral event		
2	Installation and support for deployment of the system at the CoR Elections, to include 25 days of in-country support		
3	Delivery of training to HNEC and supply of system and user documentation		
4	Delivery of generic version of software for installation – incorporating any further agreed enhancements and configured for electoral event.		
5	Installation and support for deployment of the system at a further 2014 electoral event, to include 25 days of in-country support		
	Rate for additional in-country support; cost for 20 days of work in Tripoli (likely to be for one developer only)		
	Rate for additional remote support, for 20 days		
	Grand Total		

*Basis for payment tranches

B. Cost Breakdown by Cost Component:

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

Description of Activity	Remuneration per Unit of Time (e.g., day, month, etc.)	Total Period of Engagement	No. of Personnel Please specify	Total Rate for the Period
Stage 1-CoR Software Delivered and Installed				
1.1 Team Leader				
1.2 Lead Developer				
1.3 Software Developer (s)				
1.4 QA staff or any other relevant staff				
1.5 Staff to be deployed in Libya for the installation of software				
1.6 Return Air ticket (s)				
1.7 Living Allowance for staff in Libya				
1.8 other expenditures (<i>if applicable pls specify</i>)				
Stage 2- On-site support to First Electoral Event (two developers and the tally operations support staff member)				
2.1 Developers (2)				
2.2 Tally Operations Support Staff				
2.3 Return Air ticket (s)				
2.4 Living Allowance for staff in Libya				
2.5 other expenditures (<i>if applicable pls specify</i>)				
Stage 3- Provision of beta version of final, event-generic software meeting all tender requirements and face to face Training				
3.1 Team Leader				
3.2 Lead Developer				
3.3 Software Developer (s)				
3.4 QA staff or any other relevant staff				
3.5 Staff to be deployed in Libya for training (pls specify)				
3.6 Return Air ticket (s)				
3.7 Living Allowance for staff in Libya				
3.8 other expenditures (<i>if applicable pls specify</i>)				
Stage 4- On-site support to Second Electoral Event (one developer and the tally operations support staff member)				
4.1 Developer				
4.2 Tally Operations Support Staff to be deployed in Libya (pls specify)				
4.3 Return Air ticket (s)				

Description of Activity	Remuneration per Unit of Time (e.g., day, month, etc.)	Total Period of Engagement	No. of Personnel Please specify	Total Rate for the Period
4.4 Living Allowance for staff in Libya				
4.5 other expenditures (<i>if applicable pls specify</i>)				
5 Need Basis Requirement				
Rate for additional in-country development; cost for one developer in Tripoli for 20 days				
5.1 Developer				
5.2 Return Air ticket				
5.3 Living Allowance for staff in Libya				
5.5 other expenditures (<i>if applicable pls specify</i>)				
Rate for additional remote development work, cost per day (20 days requirement)				
5.6 Developer				
Any other Cost (pls specify)				

Section 9: FORM FOR PERFORMANCE SECURITY⁵

(This must be finalized using the official letterhead of the Issuing Bank. Except for indicated fields, no changes may be made on this template)

To: UNDP
[Insert contact information as provided in Data Sheet]

WHEREAS [*name and address of Contractor*] (hereinafter called “the Contractor”) has undertaken, in pursuance of Contract No. [Click here to enter text](#), dated [Click here to enter a date](#), to execute Services (hereinafter called “the Contract”):

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract:

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee:

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of [*amount of guarantee*] [*in words and numbers*], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of [*amount of guarantee as aforesaid*] without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

This guarantee shall be valid until a date 30 days from the date of issue by UNDP of a certificate of satisfactory performance and full completion of services by the Contractor.

SIGNATURE AND SEAL OF THE GUARANTOR BANK

Date

Name of Bank

⁵ If the RFP requires the submission of a Performance Security, which shall be made a condition to the signing and effectivity of the contract, the Performance Security that the Proposer’s Bank will issue shall use the contents of this template

Address

Section 11: Contract for Professional Services

THIS IS UNDP'S TEMPLATE FOR CONTRACT FOR THE PROPOSER'S REFERENCE. ADHERENCE TO ALL TERMS AND CONDITIONS IS MANDATORY.

[PLEASE ATTACH HERETO THE .PDF VERSION OF THE CONTRACT FOR PROFESSIONAL SERVICES AND THE GENERAL TERMS AND CONDITIONS]

Date _____

Dear Sir/Madam,

Ref.: _____/ _____/ _____ **[INSERT PROJECT NUMBER AND TITLE OR OTHER REFERENCE]**

The United Nations Development Programme (hereinafter referred to as "UNDP"), wishes to engage your **[company/organization/institution]**, duly incorporated under the Laws of _____ **[INSERT NAME OF THE COUNTRY]** (hereinafter referred to as the "Contractor") in order to perform services in respect of _____ **[INSERT SUMMARY DESCRIPTION OF THE SERVICES]** (hereinafter referred to as the "Services"), in accordance with the following Contract:

1. Contract Documents

1.1 This Contract is subject to the UNDP General Conditions for Professional Services attached hereto as Annex I. The provisions of such Annex shall control the interpretation of this Contract and in no way shall be deemed to have been derogated by the contents of this letter and any other Annexes, unless otherwise expressly stated under section 4 of this letter, entitled "Special Conditions".

1.2 The Contractor and UNDP also agree to be bound by the provisions contained in the following documents, which shall take precedence over one another in case of conflict in the following order:

- a) this Letter;
- b) the Terms of Reference [ref.dated.....], attached hereto as Annex II;
- c) the Contractor's Proposal [ref....., dated]
- d) The UNDP Request for Proposal [ref....., dated.....]

1.3 All the above shall form the Contract between the Contractor and UNDP, superseding the contents of any other negotiations and/or agreements, whether oral or in writing, pertaining to the subject of this Contract.

2. Obligations of the Contractor

2.1 The Contractor shall perform and complete the Services described in Annex II with due diligence and efficiency and in accordance with the Contract.

2.2 The Contractor shall provide the services of the following key personnel:

<u>Name</u>	<u>Specialization</u>	<u>Nationality</u>	<u>Period of service</u>
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....
....

2.3 Any changes in the above key personnel shall require prior written approval of _____ **[NAME and TITLE]**, UNDP.

2.4 The Contractor shall also provide all technical and administrative support needed in order to ensure the timely and satisfactory performance of the Services.

- 3.2 The amount contained in 3.1 above is the maximum total amount of reimbursable costs under this Contract. The Breakdown of Costs in Annex _____ **[INSERT ANNEX NUMBER]** contains the maximum amounts per cost category that are reimbursable under this Contract. The Contractor shall reflect in his invoices the amount of the actual reimbursable costs incurred in the performance of the Services.
- 3.3 The Contractor shall not do any work, provide any equipment, materials and supplies, or perform any other services which may result in any costs in excess of the amount under 3.1 or of any of the amounts specified in the Breakdown of Costs for each cost category without the prior written agreement of _____ **[NAME and TITLE]**, UNDP.
- 3.4 Payments effected by UNDP to the Contractor shall be deemed neither to relieve the Contractor of its obligations under this Contract nor as acceptance by UNDP of the Contractor's performance of the Services.
- 3.5 The Contractor shall submit invoices for the work done every _____ **[INSERT PERIOD OF TIME OR MILESTONES]**.

OR

- 3.5. The Contractor shall submit an invoice for _____ **[INSERT AMOUNT AND CURRENCY OF THE ADVANCE PAYMENT IN FIGURES & WORDS]** upon signature of this Contract by both parties and invoices for the work done every _____ **[INSERT PERIOD OF TIME OR MILESTONES]**.
- 3.6 Progress and final payments shall be effected by UNDP to the Contractor after acceptance of the invoices submitted by the Contractor to the address specified in 9.1 below, together with whatever supporting documentation of the actual costs incurred is required in the Breakdown of Costs or may be required by UNDP. Such payments shall be subject to any specific conditions for reimbursement contained in the Breakdown of Costs.
- 4. Special conditions
 - 4.1 The responsibility for the safety and security of the Contractor and its personnel and property, and of UNDP's property in the Contractor's custody, rests with the Contractor.
 - 4.2 The advance payment to be made upon signature of the contract by both parties is contingent upon receipt and acceptance by UNDP of a bank guarantee for the full amount of the advance payment issued by a Bank and in a form acceptable to UNDP.
 - 4.3 The amounts of the payments referred to under section 3.6 above shall be subject to a deduction of _____ **[INSERT PERCENTAGE THAT THE ADVANCE REPRESENTS OVER THE TOTAL PRICE OF THE CONTRACT]** % (... percent) of the amount accepted for payment until the cumulative amount of the deductions so effected shall equal the amount of the advance payment.
 - 4.4 Owing to [...], Article(s) [...] of the General Conditions in Annex I shall be amended to read/be deleted.
- 5. Submission of invoices
 - 5.1 An original invoice shall be submitted by mail by the Contractor for each payment under the Contract to the following address:

 - 5.2 Invoices submitted by fax shall not be accepted by UNDP.

6. Time and manner of payment

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

6.2 All payments shall be made by UNDP to the following Bank account of the Contractor:

_____ **[NAME OF THE BANK]**

_____ **[ACCOUNT NUMBER]**

_____ **[ADDRESS OF THE BANK]**

7. Entry into force. Time limits.

7.1 The Contract shall enter into force upon its signature by both parties.

7.2 The Contractor shall commence the performance of the Services not later than _____ **[INSERT DATE]** and shall complete the Services within _____ **[INSERT NUMBER OF DAYS OR MONTHS]** of such commencement.

7.3 All time limits contained in this Contract shall be deemed to be of the essence in respect of the performance of the Services.

8. Modifications

8.1 Any modification to this Contract shall require an amendment in writing between both parties duly signed by the authorized representative of the Contractor and _____ **[NAME AND TITLE]** UNDP.

9. Notifications

For the purpose of notifications under the Contract, the addresses of UNDP and the Contractor are as follows:

For the UNDP:

Name
Designation
Address
Tel. No.
Fax. No.
Email address:

For the Contractor:

Name
Designation
Address
Tel. No.
Fax. No.
Email address:

If the above terms and conditions meet with your agreement as they are typed in this letter and in the Contract

Documents, please initial every page of this letter and its attachments and return to this office one original of this Contract, duly signed and dated.

Yours sincerely,

[INSERT NAME AND DESIGNATION]

For **[INSERT NAME OF THE COMPANY/ORGANIZATION]**

Agreed and Accepted:

Signature _____

Name: _____

Title: _____

Date: _____



UNDP GENERAL CONDITIONS OF CONTRACT 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 SECURITY:

23.1 The Contractor shall:

- (a) Put in place an appropriate security plan and maintain the security plan, taking into account the security situation in the country where the services are being provided;
- (b) Assume all risks and liabilities related to the Contractor's security, and the full implementation of the security plan.

23.2 UNDP reserves the right to verify whether such a plan is in place, and to suggest modifications to the plan when necessary. Failure to maintain and implement an appropriate security plan as required hereunder shall be deemed a breach of this contract. Notwithstanding the foregoing, the Contractor shall remain solely responsible for the security of its personnel and for UNDP's property in its custody as set forth in paragraph 4.1 above.

24.0 AUDITS AND INVESTIGATIONS:

24.1 Each invoice paid by UNDP shall be subject to a post-payment audit by auditors, whether internal or external, of UNDP or the authorized agents of the UNDP at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract. The UNDP shall be entitled to a refund from the Contractor for any amounts shown by such audits to have been paid by the UNDP other than in accordance with the terms and conditions of the Contract. Should the audit determine that any funds paid by UNDP have not been used as per contract clauses, the company shall reimburse such funds forthwith. Where the company fails to reimburse such funds, UNDP reserves the right to seek recovery and/or to take any other action as it deems necessary.

24.2 The Contractor acknowledges and agrees that, at anytime, UNDP may conduct investigations relating to any aspect of the Contract, the obligations performed under the Contract, and the operations of the Contractor generally. The right of UNDP to conduct an investigation and the Contractor's obligation to comply with such an investigation shall not lapse upon expiration or prior termination of the Contract. The Contractor shall provide its full and timely cooperation with any such inspections, post-payment audits or investigations. Such cooperation shall include, but shall not be limited to, the Contractor's obligation to make available its personnel and any documentation for such purposes and to grant to UNDP access to the Contractor's premises. The Contractor shall require its agents, including, but not limited to, the Contractor's attorneys, accountants or other advisers, to reasonably cooperate with any inspections, post-payment audits or investigations carried out by UNDP hereunder.

25.0 ANTI-TERRORISM:

25.1 The Contractor agrees to undertake all reasonable efforts to ensure that none of the UNDP funds received under this Contract are used to provide support to individuals or entities associated with terrorism and that the recipients of any amounts provided by UNDP hereunder do not appear on the list maintained by the Security Council Committee established pursuant to resolution 1267 (1999). The list can be accessed via <http://www.un.org/Docs/sc/committees/1267/1267ListEng.htm>. This provision must be included in all sub-contracts or sub-agreements entered into under this Contract.

26.0 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 Agreement, 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 Agreement signed by the Contractor and jointly by the UNDP Authorized Official.