REQUEST FOR PROPOSAL (RFP)

Date: 10 April 2014

Dear Sir / Madam:

We kindly request you to submit your Proposal for the “Development of Office of the Disciplinary Prosecutor Information System (ODPIS)”, as per enclosed Terms of Reference (TOR).

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

Your offer, comprising of a Technical and Financial Proposal, in separate sealed envelopes, should be submitted on or before date: 25 April 2014 at 17:30h to the address below:

United Nations Development Programme
Zagrebi str. nr. 39, Prishtina 10000, Kosovo
Rrezarta Reka
Rrezarta.Reka@undp.org

Your Proposal must be expressed in the English language and valid for a minimum period of 6 months.

In the course of preparing your Proposal, it shall remain your responsibility to ensure that it reaches the address above on or before the deadline. Proposals that are received by UNDP after the deadline indicated above, for whatever reason, shall not be considered for evaluation.

Services proposed shall be reviewed and evaluated based on completeness and compliance of the Proposal and responsiveness with the requirements of the RFP and all other annexes providing details of UNDP requirements.

The Proposal that complies with all of the requirements meets all the evaluation criteria and offers the best value for money shall be selected and awarded the contract. Any offer that does not meet the requirements shall be rejected.
Any discrepancy between the unit price and the total price shall be re-computed by UNDP, and the unit price shall prevail and the total price shall be corrected. If the Service Provider does not accept the final price based on UNDP’s re-computation and correction of errors, its Proposal will be rejected.

No price variation due to escalation, inflation, fluctuation in exchange rates, or any other market factors shall be accepted by UNDP after it has received the Proposal. At the time of Award of Contract or Purchase Order, UNDP reserves the right to vary (increase or decrease) the quantity of services and/or goods, by up to a maximum twenty five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.

Any Contract or Purchase Order that will be issued as a result of this RFP shall be subject to the General Terms and Conditions attached hereto. The mere act of submission of a Proposal implies that the Service Provider accepts without question the General Terms and Conditions of UNDP, herein attached as Annex 3.

Please be advised that UNDP is not bound to accept any Proposal, nor award a contract or Purchase Order, nor be responsible for any costs associated with a Service Providers preparation and submission of a Proposal, regardless of the outcome or the manner of conducting the selection process.

UNDP’s vendor protest procedure is intended to afford an opportunity to appeal for persons or firms not awarded a Purchase Order or Contract in a competitive procurement process. In the event that you believe you have not been fairly treated, you can find detailed information about vendor protest procedures in the following link: http://www.undp.org/procurement/protest.shtml.

UNDP encourages every prospective Service Provider to prevent and avoid conflicts of interest, by disclosing to UNDP if you, or any of your affiliates or personnel, were involved in the preparation of the requirements, design, cost estimates, and other information used in this RFP.

UNDP implements a zero tolerance on fraud and other proscribed practices, and is committed to preventing, identifying and addressing all such acts and practices against UNDP, as well as third parties involved in UNDP activities. UNDP expects its Service Providers to adhere to the UN Supplier Code of Conduct found in this link: http://www.un.org/depts/ptd/pdf/conduct_english.pdf

Thank you and we look forward to receiving your Proposal.

Sincerely yours,

Steliana Nedera
Deputy Resident Representative
UNDP Kosovo
## Annex 1

### Description of Requirements

<table>
<thead>
<tr>
<th>Context of the Requirement</th>
<th>Support to Anti-Corruption Efforts in Kosovo (SAEK)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Brief Description of the Required Services</strong></td>
<td>Establishment of a central information system (ODPIS), in order to increase the timely availability of qualitative, transparent and reliable information on the disciplinary cases of ODP, as per enclosed Terms of Reference (TOR).</td>
</tr>
<tr>
<td><strong>List and Description of Expected Outputs to be Delivered</strong></td>
<td>Attached the TOR as Annex 4</td>
</tr>
<tr>
<td><strong>Person to Supervise the Work/Performance of the Service Provider</strong></td>
<td>Shqipe Neziri, SAEK Project Manager</td>
</tr>
<tr>
<td><strong>Frequency of Reporting</strong></td>
<td>Contractor is required to report to the Client on weekly basis (every Friday, COB). This report shall include information conform the proposed Gantt chart time plan. In addition, this report shall include information on backlogs or possible delays for which UNDP and beneficiary and client has full right to inquire and change Contractor’s working schedule and priorities in order to contain possible extension of the final product delivery date. In any case, cumulative delays cannot exceed 2 weeks from the proposed time plan. In case the Contractor faces these problems, this shall be reported separately and Client reserves the rights to reconsider the situation in order to take the necessary actions.</td>
</tr>
</tbody>
</table>

### Mutual Communication

During the project, the Contractor is required to professionally respond to client’s emails within 4 business hours. When the Contractor needs an approval from the client, it is client’s responsibility to respond within one business day and if necessary only inform the Contractor that the approval shall be delayed until a specified date. The Client reserves the right to visit the Contractor at any business time while it is Contractor’s responsibility to be transparent in providing project information. Failure to do so from Contractor’s side will result in Client’s reconsideration of project process.

### Progress Reporting Requirements

- **System Analysis:**
  - Inception report, including a development plan
  - Quarterly narrative and financial reports
  - Final report

<table>
<thead>
<tr>
<th>Location of work</th>
<th>Prishtina, Kosovo</th>
</tr>
</thead>
<tbody>
<tr>
<td>Expected duration of work</td>
<td>3 months</td>
</tr>
<tr>
<td><strong>Target start date</strong></td>
<td>01 May 2014</td>
</tr>
<tr>
<td><strong>Latest completion date</strong></td>
<td>31 July 2014</td>
</tr>
<tr>
<td><strong>Implementation Schedule indicating breakdown and</strong></td>
<td>Required</td>
</tr>
<tr>
<td><strong>timing of activities/sub-activities</strong></td>
<td></td>
</tr>
<tr>
<td>Names and curriculum vitae of individuals who will be involved in completing the services</td>
<td>Required</td>
</tr>
<tr>
<td><strong>Currency of Proposal</strong></td>
<td>Euro</td>
</tr>
<tr>
<td><strong>Value Added Tax on Price Proposal</strong></td>
<td>Must be exclusive of VAT and other applicable indirect taxes</td>
</tr>
<tr>
<td><strong>Validity Period of Proposals (Counting for the last day of submission of quotes)</strong></td>
<td>90 days</td>
</tr>
<tr>
<td></td>
<td>In exceptional circumstances, UNDP may request the Proposer to extend the validity of the Proposal beyond what has been initially indicated in this RFP. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Proposal.</td>
</tr>
<tr>
<td><strong>Partial Quotes</strong></td>
<td>Not permitted</td>
</tr>
<tr>
<td><strong>Payment Terms</strong></td>
<td>UNDP preference is not to pay any amount in advance upon signing of contract. If the Service Provider strictly requires payment in advance, it will be limited only up to 20% of the total price quoted. For any higher percentage, or any amount advanced exceeding $30,000, UNDP shall require the Service Provider to submit a bank guarantee or bank cheque payable to UNDP, in the same amount as the payment advanced by UNDP to the Service Provider.</td>
</tr>
<tr>
<td><strong>Person(s) to review/inspect/approve outputs/completed services and authorize the disbursement of payment</strong></td>
<td>SAEK Project Manager</td>
</tr>
<tr>
<td><strong>Type of Contract to be Signed</strong></td>
<td>Contract for Professional Services</td>
</tr>
<tr>
<td><strong>Submission of Proposals</strong></td>
<td>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 above 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. The Proposer shall assume the responsibility for the misplacement or premature opening of proposals due to improper sealing and labeling by the Proposer.</td>
</tr>
<tr>
<td></td>
<td>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 been received.</td>
</tr>
</tbody>
</table>
Physically arrived at the UNDP premises indicated above.

Proposers submitting Proposals 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. 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 initiated by the Proposer or person(s) duly authorized to commit the Proposer. 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.

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.

Criteria for Contract Award

A two-stage procedure will be utilized in evaluating the proposals.

The technical proposal will be evaluated on the basis of its responsiveness to the Term of Reference (TOR).

The technical components will be evaluated – Only those bidders who attain 70% of the obtainable scores of the 1000 points in the evaluation of the technical proposal will have their Price Component envelope opened. The contract will be awarded to the Contractor offering the lowest price.

Full acceptance of the UNDP Contract General Terms and Conditions (GTC). This is a mandatory criteria and cannot be deleted regardless of the nature of services required. Non acceptance of the GTC may be grounds for the rejection of the Proposal.

Criteria for the Assessment of Proposal

Technical Proposal (70%)

<table>
<thead>
<tr>
<th>Summary of Technical Proposal Evaluation Forms</th>
<th>Score Weight</th>
<th>Points Obtainable</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Expertise of Firm / Organization</td>
<td>25%</td>
<td>250</td>
</tr>
<tr>
<td>2. Proposed Methodology, Approach and Implementation Plan</td>
<td>50%</td>
<td>500</td>
</tr>
<tr>
<td>3. Management Structure and Key Personnel</td>
<td>25%</td>
<td>250</td>
</tr>
<tr>
<td>Technical Proposal Evaluation Form 1</td>
<td>Points obtainable</td>
<td></td>
</tr>
<tr>
<td>-------------------------------------</td>
<td>------------------</td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>1000</strong></td>
<td></td>
</tr>
</tbody>
</table>

**Expertise of the Firm/Organization**

1.1 Reputation of Organization and Staff / Credibility / Reliability / Industry Standing
   - 70

1.2 General Organizational Capability which is likely to affect implementation
   - Financial stability (9)
   - loose consortium, holding company or one firm (7)
   - age/size of the firm (14)
   - strength of project management support (7)
   - project financing capacity (9)
   - project management controls (14)
   - 60

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.)
   - 20

1.4 Quality assurance procedures, warranty
   - 30

1.5 Relevance of:
   - Specialized Knowledge (26)
   - Experience on Similar Projects (20)
   - Experience on Projects in the Region (14)
   - Work for UNDP/ major multilateral/ or bilateral programs (10)
   - 70

250

<table>
<thead>
<tr>
<th>Technical Proposal Evaluation Form 2</th>
<th>Points Obtainable</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Proposed Methodology, Approach and Implementation Plan</strong></td>
<td></td>
</tr>
<tr>
<td>2.1 Quality and reality of the proposed work plan with respected activities, inputs and target dates/deadlines</td>
<td>50</td>
</tr>
<tr>
<td>2.2 Have the important aspects of the task been addressed in sufficient detail? Provide detailed information for all phases of the project</td>
<td>30</td>
</tr>
<tr>
<td>2.3 Is the proposal for system establishment prepared appropriately and in sufficient details?</td>
<td>80</td>
</tr>
<tr>
<td>2.4 Is the proposal based on a survey of the project</td>
<td>50</td>
</tr>
</tbody>
</table>
environment and was this data input properly used in the preparation of the proposal?

| 2.5 | Is the conceptual framework adopted and understanding of the context of the project appropriate for the task? Is the technical proposal appropriate for the overall requirement and are the different components of the project adequately weighted relative to one another? | 90 |
| 2.6 | Is the scope of task well defined and does it correspond to the TOR? Is the time needed for implementation reasonable? | 130 |
| 2.7 | Is the presentation clear and is the sequence of activities and the planning logical, realistic and promise efficient implementation to the project? | 70 |

<table>
<thead>
<tr>
<th>Technical Proposal Evaluation Form 3</th>
<th>Points Obtainable</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Management Structure and Key Personnel</strong></td>
<td></td>
</tr>
<tr>
<td><strong>3.1 Team Leader</strong></td>
<td>90</td>
</tr>
<tr>
<td>Academic Background and professional certifications</td>
<td></td>
</tr>
<tr>
<td>Experience in managing similar projects (please list all similar projects indicating your role in the project)</td>
<td></td>
</tr>
<tr>
<td>Experience in software development</td>
<td></td>
</tr>
<tr>
<td>Professional experience in the area of specialization (experience in managing web-based system development, web design experience, experience with web development, databases.)</td>
<td></td>
</tr>
<tr>
<td><strong>Sub total</strong></td>
<td>90</td>
</tr>
<tr>
<td><strong>3.2 Experts</strong></td>
<td>120</td>
</tr>
<tr>
<td>Academic Background and professional certifications</td>
<td></td>
</tr>
<tr>
<td>Sub-Score</td>
<td></td>
</tr>
</tbody>
</table>
### Experience on similar projects
(please list all similar projects indicating your role in the project)

<table>
<thead>
<tr>
<th>Experience on similar projects (please list all similar projects indicating your role in the project)</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Professional experience in the area of specialization (development of web applications, data visualization, databases, web 2.0 design, system administration, training, etc.)</td>
<td></td>
</tr>
</tbody>
</table>

**Sub total** 120

<table>
<thead>
<tr>
<th>3.3 Trainers</th>
<th>30</th>
</tr>
</thead>
</table>

**General Qualification**

- Proven experience in training in the ICT field, with focus on web systems and applications trainings.

**Sub total** 30

**Gender composition of team** 10

**Total Part 3** 250

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### 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.

### UNDP will award the contract to:
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 RFP document.

### 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.

<table>
<thead>
<tr>
<th>Annexes to this RFP</th>
<th>Description of requirements (Annex 1)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Form for Submission of Proposal (Annex 2)</td>
</tr>
<tr>
<td></td>
<td>General Terms and Conditions for Services (Annex 3)¹</td>
</tr>
<tr>
<td></td>
<td>Detailed terms of reference (Annex 4)</td>
</tr>
</tbody>
</table>

¹ Service Providers are alerted that non-acceptance of the terms of the General Terms and Conditions (GTC) may be grounds for disqualification from this procurement process.
<table>
<thead>
<tr>
<th>Contact Person for Inquiries (Written inquiries only)²</th>
<th><strong><a href="mailto:Rrezarta.Reka@undp.org">Rrezarta.Reka@undp.org</a></strong> and <strong><a href="mailto:Shqipe.Neziri@undp.org">Shqipe.Neziri@undp.org</a></strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Any delay in UNDP’s response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers.</td>
<td></td>
</tr>
</tbody>
</table>

² This contact person and address is officially designated by UNDP. If inquiries are sent to other person/s or address/es, even if they are UNDP staff, UNDP shall have no obligation to respond nor can UNDP confirm that the query was received.
Annex 2

FORM FOR SUBMITTING SERVICE PROVIDER’S PROPOSAL³

(This Form must be submitted only using the Service Provider’s Official Letterhead/Stationery⁴)

[insert: Location].
[insert: Date]

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

Dear Sir/Madam:

We, the undersigned, hereby offer to render the following services to UNDP in conformity with the requirements defined in the RFP dated [specify date], and all of its attachments, as well as the provisions of the UNDP General Contract Terms and Conditions:

A. Qualifications of the Service Provider

The Service Provider must describe and explain how and why they are the best entity that can deliver the requirements of UNDP by indicating the following:

a) Profile – describing the nature of business, field of expertise, licenses, certifications, accreditations;
b) Business Licenses – Registration Papers, Tax Payment Certification, etc.
c) Latest Audited Financial Statement – income statement and balance sheet to indicate Its financial stability, liquidity, credit standing, and market reputation, etc.;
d) Track Record – list of clients for similar services as those required by UNDP, indicating description of contract scope, contract duration, contract value, contact references; The Offeror is required to provide reference list and attach copies of mentioned references in the format presented in Table 1 below;
e) Certificates and Accreditation – including Quality Certificates, Patent Registrations, Environmental Sustainability Certificates, etc.
f) Written Self-Declaration that the company is not in the UN Security Council 1267/1989 List, UN Procurement Division List or Other UN Ineligibility List.

Table 1

³ This serves as a guide to the Service Provider in preparing the Proposal.
⁴ Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes
B. Proposed Methodology for the Completion of Services

The Service Provider must describe how it will address/deliver the demands of the RFP; providing a detailed description of the essential performance characteristics, reporting conditions and quality assurance mechanisms that will be put in place, while demonstrating that the proposed methodology will be appropriate to the local conditions and context of the work.

C. Qualifications of Key Personnel

Service Provider must provide:

a) Names and qualifications of the key personnel that will perform the services indicating who is Team Leader, who are supporting, etc.;
b) CVs demonstrating qualifications must be submitted if required by the RFP (please use table 2 presented below); and
c) Written confirmation from each personnel that they are available for the entire duration of the contract.
Table 2

<table>
<thead>
<tr>
<th>Nr.</th>
<th>Example</th>
<th>1</th>
<th>2</th>
<th>3</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name and Surname</td>
<td>Diana Doe</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>IPIS Project Position</td>
<td>Project Manager</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>E-mail</td>
<td><a href="mailto:diana@doe.com">diana@doe.com</a></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Relevant Work Experience (yrs.)</td>
<td>10</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Years with your company (full time or contracted)</td>
<td>4 - Full time</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Relevant Certifications to the position proposed for this project</td>
<td>MCSE, Project+, CEH</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Academic Background</td>
<td>MSc. IT Management</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Gender</td>
<td>Female</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Please provide CVs in the same order as this list, including mentioned certifications, diplomas and other relevant documents. Please note that CVs of staff not included in this list will not be considered.

D. Cost Breakdown per Deliverable*

<table>
<thead>
<tr>
<th>Deliverables [list them as referred to in the RFP]</th>
<th>Percentage of Total Price (Weight for payment)</th>
<th>Price (Lump Sum, All Inclusive)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 System Analyses</td>
<td>20%</td>
<td></td>
</tr>
<tr>
<td>2 Software development</td>
<td>25%</td>
<td></td>
</tr>
<tr>
<td>3 Software Testing System Deployment</td>
<td>25%</td>
<td></td>
</tr>
<tr>
<td>4 Trainings</td>
<td>30%</td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td>100%</td>
<td></td>
</tr>
</tbody>
</table>

*This shall be the basis of the payment tranches

[Name and Signature of the Service Provider’s Authorized Person]
[Designation]
[Date]
Annex 3

*General Terms and Conditions for Services*

1.0 **LEGAL STATUS:**

The Contractor shall be considered as having the legal status of an independent contractor vis-à-vis the United Nations Development Programme (UNDP). The Contractor’s personnel and subcontractors 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 or that is delivered or disclosed by one Party ("Discloser") to the other Party ("Recipient") during the course of performance of the Contract, and that is designated as confidential ("Information"), shall be held in confidence by that Party and shall be handled as follows:

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

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

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

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

13.2.1 Any other party with the Discloser’s prior written consent; and,

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

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

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

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

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

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

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

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

14.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

14.1 In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to the UNDP, of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify the UNDP of any other changes in conditions or the occurrence of any event that interferes or threatens to interfere with its performance of this Contract. On receipt of the notice required under this Article, the UNDP shall take such action as, in its sole discretion; it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract.

14.2 If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, the UNDP shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 15, “Termination”, except that the period of notice shall be seven (7) days instead of thirty (30) days.

14.3 Force majeure as used in this Article means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force.

14.4 The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in or for any areas in which the UNDP is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas or to any incidents of civil unrest occurring in such areas shall not, in and of itself, constitute force majeure under the Contract.

15.0 TERMINATION

15.1 Either party may terminate this Contract for cause, in whole or in part, upon thirty (30) days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16.2 (“Arbitration”), below, shall not be deemed a termination of this Contract.

15.2 UNDP reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case UNDP shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.
15.3 In the event of any termination by UNDP under this Article, no payment shall be due from UNDP to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract.

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

16.0 SETTLEMENT OF DISPUTES

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

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

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

18.0 TAX EXEMPTION

18.1 Section 7 of the Convention on the Privileges and Immunities of the United Nations provides inter-alia that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize the United Nations exemption from such taxes, duties or charges, the Contractor shall immediately consult with the UNDP to determine a mutually acceptable procedure.

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

19.0 CHILD LABOUR

19.1 The Contractor represents and warrants that neither it, nor any of its suppliers is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child’s education, or to be harmful to the child's health or physical, mental, spiritual, moral or social development.

19.2 Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, at no cost to UNDP.

20.0 MINES:

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

21.0 OBSERVANCE OF THE LAW:

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

22.0 SEXUAL EXPLOITATION:

22.1 The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all appropriate measures to prohibit its employees or other persons engaged by it from, exchanging any money, goods, services, offers of employment or other things of value, for sexual favors or activities, or from engaging in any sexual activities that are exploitive or degrading to any person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle UNDP to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

22.2 The UNDP shall not apply the foregoing standard relating to age in any case in which the Contractor’s personnel or any other person who may be engaged by the Contractor to perform any services under the Contract is married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such Contractor’s personnel or such other person who may be engaged by the Contractor to perform any services under the Contract.

23.0 AUTHORITY TO MODIFY:

Pursuant to the Financial Regulations and Rules of UNDP, only the UNDP Authorized Official possesses the authority to agree on behalf of UNDP to any modification of or change in this Contract, to a waiver of any of its provisions or to any additional contractual relationship of any kind with the Contractor. Accordingly, no modification or change in this Contract shall be valid and enforceable against UNDP unless provided by an amendment to this Contract signed by the Contractor and jointly by the UNDP Authorized Official.
Annex 4
TERMS OF REFERENCE

“Development of Office of the Disciplinary Prosecutor Information System (ODPIS)”

Duration: 3 months
Expected start date: 01 May 2014
Duty station: Prishtina, Kosovo

1. Background
UNDP’s project Support to Anti-Corruption Efforts in Kosovo (SAEK) is expected to have a positive impact on reducing the level of corruption in Kosovo by strengthening monitoring and oversight mechanisms of institutions to perform in an efficient, transparent, accountable, and gender sensitive manner. The project seeks to ensure greater transparency and accountability of those institutions responsible for delivering public services and create the necessary requirements for more participatory governance at the local level.

SAEK is focused on increasing the ability of the judiciary to fight corruption within and outside the judicial system. In particular, UNDP will support the Office of the Disciplinary Prosecutor (ODP) in strengthening its internal capacities and mechanisms for inspection, audit and disciplinary investigations to discipline judges, lay-judges and prosecutors. SAEK will support the ODP in presenting recommendations to the Kosovo Judicial Council (KJC) and Kosovo Prosecutorial Council (KPC) for imposing disciplinary measures.

In order to increase the timely availability of qualitative, transparent and reliable information on the disciplinary cases dealt with by the ODP, SAEK seeks to contract an organization/institution to develop the Office of Disciplinary Prosecutor Information System (ODPIS).

2. Objective
The ODP (hereinafter referred to as the Client) will be supported through the establishment of a central information system (ODPIS) to increase the timely availability of qualitative, transparent and reliable information on the disciplinary cases dealt with by the ODP.

The ODPIS will facilitate:
- Effective planning and coordination across the ODP and vis-a-vis KPC and KJC;
- Timely and efficient reporting on the disciplinary cases presented to the ODP;
- Systematic archiving of cases for transparency and referral.

UNDP is interested to engage a local company (hereinafter referred to as the Contractor) to review the existing information, work flow, procedures and design/develop a new Office of the Disciplinary Prosecutor Information System – ODPIS.

The ODPIS should enable an easy registration, access and generation of information, as follows:

I. Registration of disciplinary cases by inspectors:
• Inspector referring the case;
• Individual data (name, surname, birth date, gender, profession, marital status, ethnicity, address, case number);
• The nature of the disciplinary case based on the ODP categorizations;
• Measures proposed;
• Measures implemented;
• Settlement of the case.
• Additional comments.

II. Documentation submitted:
• Complaint/Appeal
• File referral

III. Monitoring & Evaluation (M&E) requirements:
• Ensure that any set of data registered by date can be extracted for specific timeframe illustrating progresses for specific periods of time.
• In-build very specific and comprehensive selection criteria and enable the systematic extraction of disaggregated data by sex, ethnicity, age, type of legal aid service;
• Allow for the automatic provision of aggregated data for the total disciplinary cases of the ODP; Aggregated data should also be available in percentages against: the total individuals registered, selected individuals subject to disciplinary measures;
• Provision for quantitative and qualitative/narrative reporting and analyses from monitoring visits based on selection criteria for disciplinary cases as: completed, on hold, failed; percentages on number of individuals as: ongoing, completed, ongoing, completed;
• Permit the extraction of qualitative data (i.e. narrative text vs. figures only).
ODPIS will have 6 user profiles:

![User Profiles Diagram]

**Important Note:** Please refer to Annex 1 for more details. Please note that specification on Annex 1 is not final and will change during phase I.

### 3. Scope of Work

In accordance with UNDP guidelines and procedures, the required activities shall be implemented and completed with the highest applicable standards. The successful bidder is expected to remain in close contact with the SAEK Project Manager throughout the entire process of this activity.

<table>
<thead>
<tr>
<th>Item Type</th>
<th>Description</th>
<th>Place of delivery</th>
<th>Deadline</th>
<th>Approving Agency</th>
</tr>
</thead>
<tbody>
<tr>
<td>System Analysis</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Report</td>
<td>Initial (inception) report, including a development plan.</td>
<td>ODP, UNDP</td>
<td>08 May, 2014</td>
<td>ODP, UNDP</td>
</tr>
<tr>
<td>Documentation</td>
<td>Detailed specification of requirements and detailed design of database and User Interface</td>
<td>ODP, UNDP</td>
<td>12 May, 2014</td>
<td>ODP, UNDP</td>
</tr>
<tr>
<td>Report</td>
<td>Final Report for Phase I</td>
<td>ODP, UNDP</td>
<td>16 May, 2014</td>
<td>ODP, UNDP</td>
</tr>
<tr>
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</tbody>
</table>

**Software Development and Deployment**

<table>
<thead>
<tr>
<th>Software</th>
<th>Delivers fully developed ODPIS software package</th>
<th>ODP, KJC</th>
<th>16 June, 2014</th>
<th>ODP, UNDP</th>
</tr>
</thead>
<tbody>
<tr>
<td>Service</td>
<td>Installation and configuration of OPDIS on pre-installed database and web server.</td>
<td>ODP, KJC</td>
<td>18 June, 2014</td>
<td>ODP, UNDP</td>
</tr>
<tr>
<td>Service</td>
<td>Customization and implementation of software according to technical specifications provided in this document and approved by Client</td>
<td>ODP, KJC</td>
<td>30 June, 2014</td>
<td>ODP, UNDP</td>
</tr>
</tbody>
</table>

**Testing and final modification**

<table>
<thead>
<tr>
<th>Service</th>
<th>Validate and verify that application meets the requirements</th>
<th>ODP</th>
<th>15 July, 2014</th>
<th>ODP, UNDP</th>
</tr>
</thead>
<tbody>
<tr>
<td>Service</td>
<td>Final modification in line with the test outcomes</td>
<td>ODP, KJC</td>
<td>28 July, 2014</td>
<td>ODP, UNDP</td>
</tr>
</tbody>
</table>

**Training**

<table>
<thead>
<tr>
<th>Service</th>
<th>Provide training for users</th>
<th>ODP</th>
<th>1 - 4 July, 2014 (4 days)</th>
<th>ODP, UNDP</th>
</tr>
</thead>
<tbody>
<tr>
<td>Service</td>
<td>Provide training for administrators</td>
<td>ODP</td>
<td>30 June - 1 July, 2014 (2 days)</td>
<td>ODP, UNDP</td>
</tr>
</tbody>
</table>

**Documentations**

<table>
<thead>
<tr>
<th>Documentation</th>
<th>System Administration Manual</th>
<th>ODP</th>
<th>By 30 June, 2014</th>
<th>ODP, UNDP</th>
</tr>
</thead>
<tbody>
<tr>
<td>Documentation</td>
<td>Installation, Configuration and Maintenance Manual</td>
<td>ODP</td>
<td>By 18 June, 2014</td>
<td>ODP, UNDP</td>
</tr>
<tr>
<td>Documentation</td>
<td>User Manual</td>
<td>ODP</td>
<td>By 1 July, 2014</td>
<td>ODP, UNDP</td>
</tr>
</tbody>
</table>
The overall system development process (activity scope and implementation) will be done through four phases, as follows:

- **Phase I: Analysis**

  This phase includes information gathering actions in order for the Contractor to learn more about the current situation, the existing mechanisms, if any, for data-collections, storage, work flow, type and relation of data and reports. Upon finalization of this phase, the Contractor will deliver detailed Project Plan proposed for the system that will include use case diagrams, activity diagrams, ERD, proposed user interface design.

  Client will approve proposed solution or request additional modifications.

- **Phase II: Design and Development**

  The design phase includes conclusions and information from the first phase. During this phase, the Contractor shall implement requirements identified on Phase I.

  The design and development phase shall consider requirements below:

  1. The application should be developed in .NET web technology
  2. Application shall be hosted in existing Microsoft Internet Information Services server (IIS).
  3. Database shall be deployed in existing Microsoft SQL Server (2008 or newer).
  4. System shall be deployed in existing Microsoft Windows Server (2008 or newer).
  5. User experience and interfaces should be built using the Web 2.0 technology.
  6. The web application should be tested and confirmed that it is compatible with all major web browsers.
  7. Application should generate static reports as defined on Phase I
  8. Application shall have user friendly dynamic query builder with option to print results or export to Microsoft Excel and PDF format
  9. Application shall have option to save dynamic queries for later use.
  10. Application should allow dissemination of reports in formats xlsx and pdf.
  11. Application shall be Multilanguage-enabled application.
  12. Contractor shall develop system in Albanian language and provide ways for administrators to add additional languages.
  13. Application should generate reports in two languages: Albanian and Serbian.
  14. Application shall have administration module where administrators can easily add, change remove languages
  15. UI supporting fields (marital status, nationality, gender...) shall be translated on multilanguage. Application should have easy way to edit supporting fields by administrator.
  16. User will have option to choose their default language that will be stored on user’s profile.
17. Application should be able to store supporting documents (scanned or from file system) for each case/entity, as defined on Phase I.
18. Application should be able to store scanned documents direct from installed scanner on client computer (without need to scan, save and then upload document)
19. Application should be able to represent data visually using charts.
20. System should be able to store a large amount of data, efficient and on time data processing and their archiving.
21. The application should contain a Management Module which allows administrators to manage users, access rights and privileges.
22. The system should allow easy configuration of user’s rights and should allow alignment of such rights with internal institutional policies even when those policies are modified.
23. Each user should have access to the system only through authentication process
24. The system should be secured with a SSL with a digital certificate. Digital Certificates will be provided by Client.
25. All communication from/to database, web server and client should be done through a secure protocol HTTPS.
26. Each method of approaching the database through system application or external software should be carried out by authentication process.
27. Application must allow access, data insertion, modification and deletion based on user’s profile rights.
28. System should notify the administrator when two users log in with the same username and password.
29. Application should contain a mechanism for lock the account in case a user fails to log in three consequent attempts.
30. System should notify administrator for any unauthorized login attempts.
31. System’s administrator should be able to have the possibility of setting users restrictions such as password expiry, criteria for a complicated password and certain timings for access.
32. Saving the password should be made in such a way that does not allow its detection or resetting.
33. System should contain high-level security for protecting the integrity of data.
34. System should allow encryption of database. Only users with proper access rights should be able to see content of encrypted data. Database/System administrators should not be able to see the content of encrypted fields.
35. System should have at least one user with full access rights
36. Selected company shall document entire procedures for decrypting encrypted database in case of disaster recovery
37. System should allow full auditing of all occurrences in the system (time, event, users login success/failed, user and machine/IP).
38. System should allow auditing of all data saved in the database and modifications carried out on them.
39. System should provide easy way to manage audit logs to avoid a permanent increment on the database size.
40. System must have an accessible ‘Help’ feature integrated. It will be able to specify the description of the fields on the current screen and provide procedural descriptions for the different operations. The help system must to be available in various languages, depending on the configuration of the user.
Contractor shall use own development environment (database, servers) during this phase. Client will approve developed solution or request additional modifications.

It is required from the Contractor to fully test application at any time during development process. Testing shall validate and verify that application:
1. meets the requirements that guided its design and development,
2. works as expected,
3. can be implemented with the same characteristics,
4. Satisfies the needs of the Client.

The project will progress to the next phase only when the Client has approved design and development phase and system is thoroughly tested.

- **Phase III: Deployment and Testing Phase**

The contractor is required to fully deploy, configure and bring the ODPIS into production state, under the timeline schedule as defined in the proposed work plan. Staff members from the ODP office will be attending this process, while being supplied with notes and knowledge with regard to system deployment and troubleshooting. Deployment phase includes source code generation as per instructions and outcomes of the previous phase. Note that requirements are not final/fix on the previous phase, meaning that the Client has the right to further modify and change requirements during this phase, too. System shall be deployed on Kosovo Judicial Council (KJC) Servers. Contractor shall have access on pre-installed MS SQL Database and IIS server. Contractor shall perform all needed configuration tasks in order application to be functional and available for use.

The project will progress to the next phase only when the Client has approved the deployment phase. Once the system is deployed, fully tested and approved by the Client, it is important to consider the following points:
- Contractor when handing over the system should also deliver electronic source codes.
- Source codes and the system in general when handed over will be undisputed property of the Client and the Client maintains the right to modify the system through source codes without having to consult the company which developed the system.
- Source code ownership does not exclude the right of Contractor to participate in open tenders for system enhancing, but the Contractor will be treated equally as other bidders.

- **Phase IV: Training**

The training process shall be divided in two parts:

**Training for Administrators (2 users)**
The contractor is required to provide training for administrators, while including them in the deployment and configuration phases. Training should cover subjects: installation, configuration, system use and maintenance.

**Training for Users (45 users)**
The contractor is required to provide training for Users. Training should cover subjects: data entry, workflow, data filtering, report generation, exporting, create custom queries, reuse saved queries, and generate charts.

Note that training materials shall be provided before the training session starts and make sure that the content is fully updated in order to reflect the current state of the system. The contractor is responsible for updating materials throughout the year of support following the completion of the project.

**Training and Materials**
The contractor should make available electronic and printed copy of each of these documents:
- System Administration Manual
- Installation, Configuration and Maintenance Manual
- User Manual

Training sessions will take place on Client premises.

4. **Technical/Operational Requirements**
Successful accomplishment of the project by the Contractor will require handing over of Software which meets all technical and operational requirements in this document. Each deviation from identified requirements by the Contractor will require written approval by the Client.
Client staff, including senior IT managers will put into Contractor’s disposal all required assistance for the definition of processes, procedures, data elements and requirements. However, technical realization of the Software is Contractor’s responsibility.

5. **Contractor’s Reporting**
Contractor is required to report to the Client in weekly basis (every Friday, EOB). This report shall include information conform the proposed Gantt chart time plan. In addition, this report shall include information on back logs or possible delays for which UNDP and beneficiary and client has full right to inquire and change Contractor’s working schedule and priorities in order to contain possible extension of the final product delivery date. In any case, cumulative delays cannot exceed 2 weeks from the proposed time plan. In case the Contractor faces these problems, this shall be reported separately and Client reserves the rights to reconsider the situation in order to take the necessary actions.

6. **Mutual Communication**
During the project, the Contractor is required to professionally respond to client’s emails within 4 business hours. When the Contractor needs an approval from the client, it is client’s responsibility to respond within one business day and if necessary only inform the Contractor that the approval shall be delayed until a specified date. The Client reserves the right to visit the Contractor at any business time while it is Contractor’s responsibility to be transparent in providing project information. Failure to do so from Contractor’s side will result in Client’s reconsideration of project process.

7. **Source code proprietary rights**
The source codes for the software will be the exclusive proprietary rights of ODP. The source code should be well documented (minimum 20% of code shall be meaningfully commented) and developed according to the latest software development methodologies. ODP will have the un-encrypted (not obfuscated) version of the source code and will hold all copyrights.
Contractor should use UML to visualize system’s architectural blueprints and provide these in electronic and paper format. ODP has the right to transfer/reuse/modify the system through source codes without prior consultation with the company that has developed the system.

8. Guarantee and Support for Services
Note that this is a draft of the SLA which shall be agreed in cooperation with the winning contractor and will be attached as an annex to the contract.

1. Scope - The scope of this SLA covers ODPIS as defined in this document, during the period of 12-months from the date of staff training completion (see project phases). It does not cover hardware, licenses, power and air conditioning issues.
2. Range of services - The contractor is required to provide: initial remote diagnosis of faults, on-site engineering support, temporary (hourly) on-site staffing cover, troubleshooting, system maintenance, debugging and system tuning - as required by Client.
3. Service availability - contractor is required to provide these services during normal business working hours.
4. Maintenance times - Client shall expect a standard maintenance window (Friday Midnight - Sunday Midnight and during official holidays) for routine maintenance jobs. Any scheduled maintenance outside this window that affects the system's normal functionality must be scheduled 5 days in advance with Client’s point of contact.
5. Response times - The contractor shall respond to requests for debugging, maintenance and support within 4 hours with details of proposed solutions. In agreement with Client, the contractor is expected to temporarily or permanently resolve the issue within 8 business hours.
6. Escalation procedures – The contractor is obliged to provide 2 contact points that will be in charge of the first level of support (4-hour response time). In addition, the contractor is responsible to test and confirm to Client that the issue has been resolved. If the problem persists, the contractor is responsible to escalate the issue to the second line of support who will be responsible to solve the issue within 8 business hours. Additionally, Client is required to appoint 2 contact persons who will be in charge of SLA management with the contractor. In case that there are staff changes related to the project, the contractor is obliged to inform Client before such a changeover.
7. Record keeping - The client is responsible for managing the details of problems and solutions, and this must be properly documented. Records may be required for dispute resolution. The contractor is responsible for utilizing IT tools and best methods for ticket management, which shall be adopted by KJC in order to raise and manage issues and communication with contractor. The submission of tickets should be a simple process for Client.
8. Performance review - The contractor shall perform evaluations of the service which is necessary to maintain acceptable levels of service over time. This evaluation process shall be accomplished through joint meetings held every 2 months.
9. Contractor obligations - The contractor is obliged to provide up-to-date information with regard to the expertise of team members who are part of the second line of support.
10. KJC obligations - The beneficiary must provide information regarding changes in the scope of the contract and shall take all necessary measures to assure a high-level of cooperation of its staff with the contractor.
11. Termination of agreement - In case of delays in service provision as defined under response times, Client can terminate the contract with 30 days’ notice. During this period the contractor shall provide services as agreed in the SLA. In case of termination due to response delays which affect the normal functioning of ODPIS, the remaining fees shall not be paid to the contractor.
9. Project time-frame
The offeror is required to submit an action oriented work-plan divided into 4 main phases of software development. Each phase shall be assessed to ensure the work done is compliant with technical requirements, up to quality standards and within the proposed time-frame. The company shall continue working on subsequent phases upon endorsement of the responsible institution.

10. Payment Schedule
Instalments will be advanced to the Contractor based on the below agreed installments, when the above referred narrative and financial reports and other agreed-upon documentation are completed, have been submitted to and accepted by UNDP, and are showing satisfactory management and use of UNDP resources.

- 1st installment (20%) will be transferred upon the signature of contract;
- 2nd installment (25%) will be transferred upon the completion of below deliverables: Software Development (Phase II)
- 3rd installment (25%) will be transferred upon the completion of below deliverables: Software Testing System Deployment (Phase III)
- 4th installment (30%) will be transferred upon the completion of below deliverables: Training (Phase IV)

Note: the financial transfer of installments will be executed after all submitted documents are approved and cleared by the UNDP SAEK Project Manager.

Request for Proposals:
For applications to the Request for Proposal, the applying organization should submit two separate offers, which includes two Technical Proposals (ORIGINAL and COPY) and one for Price, each in separate sealed envelopes.

Technical Offer should include the following documents:

1. Expertise of Institution/Organization
   The brief background of the organization, not more than 3 pages.

2. Proposed Work Plan and Approach
   Proposed work plan for development of ODPIS

3. Personnel
   The proposed management structure and team, names and CVs of those persons and their position within the team.

   Gender diverse and ethnically diverse team is highly recommended.