REQUEST FOR PROPOSAL (RFP)
(For Low-Valued Services)

<table>
<thead>
<tr>
<th>NAME &amp; ADDRESS OF FIRM</th>
<th>DATE: March 24, 2015</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>REFERENCE: UNDP/RFP/MPTF/LBR/004-2015</td>
</tr>
</tbody>
</table>

Dear Sir / Madam:

We kindly request you to submit your Proposal for Service provision for call center management.

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

Your proposal should reach the following address in hardcopy and softcopy sent electronically to the following address no later than Monday 6th April 2015 on or before 11:00 AM Liberia local time.

The submission should be marked and titled **RFP/UNDP/LBR/MPTF/004-2015**

**Proposal Submission Address via Courier:**

United Nations Development Programme  
Registry, 1st Floor, Simpson Building, Mamba Point  
Monrovia, Liberia  
Attention: Aicha Cherif  
Head of Procurement, UNDP Liberia

**Proposal Submission Address via email:**  
Email: bids.lr@undp.org

Clarification or further information on the bid advert must be sought no later than the 3rd April 2015.
In order to facilitate the submission of both Technical and Financial proposals, the submission duly stamped and signed can be done electronically in PDF format to the email address; bids.lr@undp.org

Technical and Financial proposals should be sent as separate PDF files. To secure your financial offer please set up a password that will be used at a later stage once the evaluation of the Technical proposal is complete. The bidders who achieve the minimum score will be requested to provide passwords.

If you request additional information, we would endeavor to provide information expeditiously, but any delay in providing such information will not be considered a reason for extending the submission date of your proposal.

You are requested to acknowledge the receipt of this letter and to indicate whether or not you intend to submit a proposal.

The acknowledgement letter should be received by UNDP no later than 16th February 2015 before close of business. 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

Rokya Ye Dieng
Deputy Country Director/ Operations
UNDP-Liberia
## Data sheet: Description of Requirements

<table>
<thead>
<tr>
<th>DS No.</th>
<th>Cross Ref. to Instruction(s)</th>
<th>Data</th>
<th>Specific Instructions / Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Project Title:</td>
<td>MPTF</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Title of Services</td>
<td>Provision Services for call center management</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Country / Region of Work Location:</td>
<td>UNDP Liberia</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>C.13 Language of the Proposal:</td>
<td>☑ English</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>C.20 Conditions for Submitting Proposals for Parts or sub-parts of the TOR</td>
<td>☑ Not allowed</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>C.20 Conditions for Submitting Alternative Proposals</td>
<td>☑ Shall not be considered</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>C.22 A Pre proposal conference will be held on:</td>
<td>Will not be held</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>C.21 Period of Proposal Validity commencing on the submission date</td>
<td>☑ 120 days</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>B.9.5 C.15.4 b) Proposal Security</td>
<td>☑ Not Required</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>B.9.5 Acceptable forms of Proposal Security</td>
<td>☑ Not Required</td>
<td></td>
</tr>
</tbody>
</table>

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1. All DS number entries in the Data Sheet are cited as reference in the Instructions to Proposers. All DS nos. corresponding to a Data must not be modified. Only information on the 3rd column may be modified by the user. If the information does not apply, the 3rd column must state "N/A" but must not be deleted.

2. Surety bonds or other instruments issued by non-bank Financial Institutions are least preferred by UNDP. Unless stated otherwise, they shall be considered unacceptable to UNDP.
<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>11</td>
<td>B.9.5 C.15.4 a)</td>
<td>Validity of Proposal Security</td>
</tr>
<tr>
<td></td>
<td>☑</td>
<td>Not Required</td>
</tr>
<tr>
<td>12</td>
<td>Advanced Payment upon signing of contract</td>
<td>☑ Not allowed</td>
</tr>
<tr>
<td>13</td>
<td>Liquidated Damages</td>
<td>☑ N/A</td>
</tr>
<tr>
<td>14</td>
<td>F.37</td>
<td>Performance Security</td>
</tr>
<tr>
<td></td>
<td>☑</td>
<td>N/A</td>
</tr>
<tr>
<td>15</td>
<td>C.17, C.17 b)</td>
<td>Preferred Currency of Proposal and Method for Currency conversion</td>
</tr>
<tr>
<td></td>
<td>☑</td>
<td>United States Dollars (US$)</td>
</tr>
<tr>
<td>16</td>
<td>B.10.1</td>
<td>Deadline for submitting requests for clarifications/questions</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Friday 3rd April 2015 during office hours</td>
</tr>
<tr>
<td>17</td>
<td>B.10.1</td>
<td>Contact Details for submitting clarifications/questions³</td>
</tr>
<tr>
<td></td>
<td></td>
<td>For Inquiries related to TORs please contact;</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Focal Person: Jill Morehead</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Email address: <a href="mailto:jill.morehead@undp.org">jill.morehead@undp.org</a> and copy <a href="mailto:aicha.cherif@undp.org">aicha.cherif@undp.org</a></td>
</tr>
<tr>
<td></td>
<td></td>
<td>For Inquiries related to proposal submission please contact;</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Focal Person in UNDP: Angeline Somah</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Address: UNDP, Monrovia, Liberia</td>
</tr>
<tr>
<td></td>
<td></td>
<td>E-mail address dedicated for this purpose: <a href="mailto:angeline.somah@undp.org">angeline.somah@undp.org</a> and copy to <a href="mailto:aicha.cherif@undp.org">aicha.cherif@undp.org</a></td>
</tr>
<tr>
<td>18</td>
<td>B.11.1</td>
<td>Manner of Disseminating Supplemental Information to the RFP and responses/clarifications to queries</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Direct communication to prospective Bidders by email or Posting on the website</td>
</tr>
<tr>
<td>19</td>
<td>D.23.3</td>
<td>No. of copies of Proposal that must be submitted [if transmitted by courier]</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Original : 1</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Copies : 02</td>
</tr>
<tr>
<td>20</td>
<td>D.23.1 D.23.2 D.24</td>
<td>Proposal Submission Address</td>
</tr>
<tr>
<td></td>
<td></td>
<td>United Nations Development Programme</td>
</tr>
</tbody>
</table>

³ This contact person and address is officially designated by UNDP. If inquiries are sent to other person/s or address/es, even if they are UNDP staff, UNDP shall have no obligation to respond nor can UNDP confirm that the query was officially received.
<p>| | | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
</table>
| 21 | C.21 D.24 | Deadline of Submission | Date: Monday 6 April 2015  
Time: 11:00 AM Liberia Local Time |
| 22 | D.23.2 | Allowable Manner of Submitting Proposals | ☑ Courier/Hand Delivery  
☑ Electronic submission of Proposals<sup>4</sup> |
| 23 | D.23.2 D.26 | Conditions and Procedures for electronic submission and opening, if allowed | ☑ Official Address for e-submission: bids.lr@undp.org  
☑ Format: PDF files only, password protected  
☑ Password must not be provided to UNDP until the date and time of Bid Opening as indicated in No. 24  
☑ Max. File Size per transmission: 2 MB  
☑ Mandatory subject of email: RFP/UNDP/LBR/MPTF/004/2015  
☑ Time Zone to be Recognized: GMT |
| 24 | D.23.1 | Date, time and venue for opening of Proposals | N/A |
| 25 | E.29.2 E.29.3 F.34 | Evaluation method to be used in selecting the most responsive Proposal | Combined Scoring Method, using the 70%-30% distribution for technical and financial proposals, respectively |
| 26 | C.15.1 | Required Documents that must be Submitted to Establish Qualification of Proposers (In “Certified True Copy” form only) | ☑ CSOs / CBOs Profile, which should not exceed fifteen (15) pages, including printed brochures and product catalogues relevant to the goods/services being procured  
☑ Valid Certificate of Registration of the business, including Articles of Incorporation, or equivalent document if organization is not a corporation  
☑ Official Letter of Appointment as local representative, if organization is submitting a proposal on behalf of an entity located outside the country.  
☑ Latest Audited Financial Statement (Income Statement and Balance Sheet) including Auditor’s Report for the past 2 years  
☑ Statement of Satisfactory Performance from the Top 3 Clients in terms of Contract Value the past 3 years. |

<sup>4</sup> If this will be allowed, security features (e.g., encryption, authentication, digital signatures, etc.) are strictly required and must be enforced to ensure confidentiality and integrity of contents.
|   |   | List of Bank References (Name of Bank, Location, Contact Person and Contact Details)  
☑   |   | All information regarding any past and current litigation during the last three to five 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.  
☑   |   | Members of the Governing Board and their Designations duly certified by the Corporate Secretary, or its equivalent document if Proposer is not a corporation  
☑   |   | Signed Bid Submission Form;  
☑   |   | Technical proposal  
☑   |   | Financial Proposal  
|   |   | All forms and documents produced by bidder MUST be duly completed, signed, and stamped. Failure to do so may result in disqualification of bid.  
| 27 |   | Other documents that may be Submitted to Establish Eligibility | N/A  
| 28 | C.15 | Structure of the Technical Proposal (only if different from the provision of Section 12) | N/A  
| 29 | C.15.2 | Latest Expected date for commencement of Contract | April 2015  
| 30 | C.15.2 | Expected duration of contract (Target Commencement Date and Completion Date) | 3 months from the date of signing of contract  
| 31 |   | UNDP will award the contract to: | ☑ One and only one Service Provider  
| 32 | E.29.2 F.34 | Criteria for the Award of Contract and Evaluation of Proposals | Combined Scoring Method, using the 70%-30% distribution for technical and financial proposals, respectively  
| 33 | E.29.4 | Post-Qualification Actions | ☑ Verification of accuracy, correctness and authenticity of the information provided by the Proposer on the legal, technical and financial documents submitted;  
|   |   |   |   |
Validation of extent of compliance to the RFP requirements and evaluation criteria based on what has so far been found by the evaluation team;

Inquiry and reference checking with other previous clients on the quality of performance on ongoing or previous contracts completed;

Physical inspection of the CSOs / CBOs branches or other places where business transpires, with or without notice to the Proposer; if UNDP judges it necessary

Also to determine the financial soundness of the company by verifying audit reports and bank soundness certificate.

| 34 | Conditions for Determining Contract Effectively | N/A |
| 35 | Other Information Related to the RFP⁵ | N/A |

⁵ Where the information is available in the web, a URL for the information may simply be provided.
Terms of Reference (TOR)
SERVICE REQUEST – CALL CENTRE MANAGEMENT

Period: 3 months, with possibility for extension
Location: Ministry of Health and Social Welfare (or remote location linked to the MOHSW), Monrovia, Liberia

Background
The three West African countries of Liberia, Sierra Leone and Guinea have been combating the most widespread Ebola virus disease (EVD) epidemic to date. According to the World Health Organization (WHO), more than 16,000 people have been infected in the 2014-2015 Ebola outbreak. Ebola is a serious infectious illness, which can prove fatal.

In fighting the Ebola, it is a priority to ensure that Ebola Response Workers (ERW) are compensated for the immense effort, at both financial and human cost, in confronting the disease. The UN Payment Programme for Ebola Response Workers (PPERW) was designed to ensure that all workers receive payments due to them for performing their essential duties. However, issues with payment systems, both policy and practice, have highlighted challenges in communication between the various stakeholders. There is no laid down policy on information exchange between ERWs, the Government and partners in the PPERW.

To promote a reliable information exchange, UNDP, as the lead UN Agency responsible for the PPERW, wishes to secure the services of a consultancy firm to create and manage a call centre that will provide inbound/outbound information inter-change with respect to all payment activities to ERWs.

Duties and Responsibilities
The consultancy firm will be responsible for the following activities and deliverables.

Key activities
a) Set up:
   • Arrange toll free number, if required
   • Prepare Process Flow as per complaint type
   • Develop standard messaging and survey script

b) Inbound Calls:
   • Receive & log complaints from ERWs and field staff
   • Compile logs in weekly report

c) Outbound Calls:
   • Make calls to ERWs and field staff as per provided text
   • Conduct payment satisfaction surveys with ERWs
   • Compile logs in weekly report

d) Monitoring & Reporting:
   • Receive complaints from inbound calls/MNOs

e) Grievance Management:
   • Handle complaint as per agreed process,
   • Validate from field staff if appropriate (County health coordination teams, UNVs, UMEER/UNMIL, NGOs etc.),
   • Route and follow-up complaints for resolution with Min. of Health & Social Welfare,
   • Communicate resolution back to ERWs in the most appropriate manner.
### Key Outputs

<table>
<thead>
<tr>
<th>Expected Result (Output)</th>
<th>Activity</th>
<th>Indicator</th>
<th>Means of verification</th>
<th>Time Frame</th>
</tr>
</thead>
<tbody>
<tr>
<td>Call centre established and ready to receive calls and log complaints/information received</td>
<td>Office space set up, phones purchased and activated, log and database created</td>
<td>Number of calls received</td>
<td>Call/complaint log</td>
<td>Within three weeks of signing contract</td>
</tr>
<tr>
<td>Regularly updated information regarding the status of payments to ERWs in the country</td>
<td>Status report template created and approved, person designated to write updates</td>
<td>Number and dates of status reports filed</td>
<td>Status reports</td>
<td>Weekly, starting one week after call centre opens</td>
</tr>
<tr>
<td>All callers receive feedback regarding their complaint/call within one week of the call being received</td>
<td>Calls logged, information shared, response logged and shared with callers</td>
<td>Number of callers receiving feedback</td>
<td>Call/complaint log</td>
<td>Duration of project, but one week deadline for each call</td>
</tr>
<tr>
<td>All technical issues resolved within 48 hours of being reported</td>
<td>Technical support contacts local PoC to determine problem and resolve it</td>
<td>Number of outstanding technical problems delaying operation of call centre</td>
<td>Technical Problem Log</td>
<td>Duration of the project, but within 48 hours of each individual problem reported</td>
</tr>
</tbody>
</table>

**Language of Consultancy Assignment:**
- Excellent English report writing and communication skills;

**Evaluation of Proposals**

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.

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.

29.1 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:

<table>
<thead>
<tr>
<th>Rating the Technical Proposal (TP):</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>TP Rating</strong> = ( \frac{\text{Total Score Obtained by the Offer}}{\text{Max. Obtainable Score for TP}} \times 100 )</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Rating the Financial Proposal (FP):</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>FP Rating</strong> = ( \frac{\text{Lowest Priced Offer}}{\text{Price of the Offer Being Reviewed}} \times 100 )</td>
</tr>
</tbody>
</table>

**Total Combined Score:**

\[
\frac{(\text{TP Rating}) \times (\text{Weight of TP, e.g. 70\%}) + (\text{FP Rating}) \times (\text{Weight of FP, e.g., 30\%})}{\text{Total Combined and Final Rating of the Proposal}}
\]

29.2 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.

**Technical Criteria:**

1. Technical evaluation

<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 – proven technical advisory experience in call center management) specified in the announcement</td>
<td>30%</td>
<td>300</td>
</tr>
<tr>
<td>2. Proposed Methodology, Approach and Implementation Plan</td>
<td>40%</td>
<td>400</td>
</tr>
<tr>
<td>3. Management Structure and Key Personnel</td>
<td>30%</td>
<td>300</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>1000</strong></td>
<td></td>
</tr>
</tbody>
</table>

Applying consultancy firms will be evaluated based on a cumulative analysis taking into consideration the combination of the qualifications and financial proposal.

The award of the contract should be made to the consultancy firm whose offer has been evaluated and determined as:
- Responsive/Complaint/Acceptable, and
- Having received the highest score out of a pre-determined set of weighted technical and financial criteria specific to the solicitation.

2. Financial Criteria - 30% of total evaluation – max. 30 points. UNDP panel members will analyzed the financial cost and do the arithmetic verification before scoring.

Only the highest ranked firms be found qualified for the assignment will be considered for the Financial Evaluation.

**Submission:**

The application should contain:
- An expression of interest including:
  - A brief summary detailing experience in the above mentioned areas of expertise
  - The proposed assessment methodology and timeframe
  - Key Personnel (minimum of two – at least one of whom will be based in Monrovia)
  - Contact Information

- Financial Proposal - specifying a total lump sum amount in USD for the tasks specified in this announcement. The financial proposal shall include a breakdown of this lump sum amount (number of anticipated working days, daily rate, travel costs to join the duty station/repatriation travel, if any, and any other possible costs).
- Incomplete applications will not be considered. Please make sure you have provided all requested materials
Annex 2

FORM FOR SUBMITTING SERVICE PROVIDER’S PROPOSAL

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

[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;

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.

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.

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6 This serves as a guide to the Service Provider in preparing the Proposal.
7 Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes
C. Qualifications of Key Personnel

If required by the RFP, the Service Provider must provide:

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

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       Deliverable 1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2       Deliverable 2</td>
<td></td>
<td></td>
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<tr>
<td>3       ....</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total   100%</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*This shall be the basis of the payment tranches

E. Cost Breakdown by Cost Component [This is only an Example]:

<table>
<thead>
<tr>
<th>Description of Activity</th>
<th>Remuneration per Unit of Time</th>
<th>Total Period of Engagement</th>
<th>No. of Personnel</th>
<th>Total Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>I. Personnel Services</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. Services from Home Office</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>a. Expertise 1</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>b. Expertise 2</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>2. Services from Field Offices</td>
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<tr>
<td>a. Expertise 1</td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>b. Expertise 2</td>
<td></td>
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<tr>
<td>3. Services from Overseas</td>
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<tr>
<td>a. Expertise 1</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>b. Expertise 2</td>
<td></td>
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<td>2. Daily Allowance</td>
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<td>III. Other Related Costs</td>
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[Name and Signature of the Service Provider’s Authorized Person]
[Designation]
[Date]
General Terms and Conditions for Services

1.0 LEGAL STATUS:

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

2.0 SOURCE OF INSTRUCTIONS:

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

3.0 CONTRACTOR’S RESPONSIBILITY FOR EMPLOYEES:

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

4.0 ASSIGNMENT:

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

5.0 SUB-CONTRACTING:

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

6.0 OFFICIALS NOT TO BENEFIT:

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

7.0 INDEMNIFICATION:

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

8.0 INSURANCE AND LIABILITIES TO THIRD PARTIES:

8.1 The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.

8.2 The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or the equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract.

8.3 The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.

8.4 Except for the workmen's compensation insurance, the insurance policies under this Article shall:

8.4.1 Name UNDP as additional insured;
8.4.2 Include a waiver of subrogation of the Contractor's rights to the insurance carrier against the UNDP;
8.4.3 Provide that the UNDP shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.

8.5 The Contractor shall, upon request, provide the UNDP with satisfactory evidence of the insurance required under this Article.

9.0 ENCUMBRANCES/LIENS:

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

10.0 TITLE TO EQUIPMENT:

Title to any equipment and supplies that may be furnished by UNDP shall rest with UNDP and any such equipment shall be returned to UNDP at the conclusion of this Contract or when no longer needed by the Contractor. Such equipment, when returned to UNDP, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear. The Contractor shall be liable to compensate UNDP for equipment determined to be damaged or degraded beyond normal wear and tear.

11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

11.1 Except as is otherwise expressly provided in writing in the Contract, the UNDP shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the Contractor has developed for the UNDP under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract, and the Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for the UNDP.
11.2 To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, the UNDP does not and shall not claim any ownership interest thereto, and the Contractor grants to the UNDP a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.

11.3 At the request of the UNDP; the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to the UNDP in compliance with the requirements of the applicable law and of the Contract.

11.4 Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract shall be the property of the UNDP, shall be made available for use or inspection by the UNDP at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNDP authorized officials on completion of work under the Contract.

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

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

13.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:

Information and data that is considered proprietary by either Party and that is delivered or disclosed by one Party ("Discloser") to the other Party ("Recipient") during the course of performance of the Contract, and that is designated as confidential ("Information"), shall be held in confidence by that Party and shall be handled as follows:

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

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

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

13.2.1 any other party with the Discloser’s prior written consent; and,
13.2.2 the Recipient’s employees, officials, representatives and agents who have a need to know such Information for purposes of performing obligations under the Contract, and employees officials, representatives and agents of any legal entity that it controls or over which it exercises effective managerial 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.