

## **Request for Proposal (RFP)**

Date: 25 January 2013

Dear Sir/Madam,

Subject: Extension of Deadline: Request for Proposals for the provision of "N Peace Portal Design & Development and Integration of a CRM System

Please kindly be informed that the submission deadline of an RFP for the above subject is now postponed to 1 February 2013.

Other contents remain the same.

Yours sincerely,

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## REQUEST FOR PROPOSAL (RFP)

Dear Sir / Madam:

We kindly request you to submit your Proposal for the project 'N-Peace Portal Design & Development and Integration of a CRM system'.

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

Proposals may be submitted on or before **Friday, January 25, 2013**, via email, courier mail or fax to the address below:

**United Nations Development Programme**  
**UN Service Building 3rd Floor, Rajdamneon Nok Avenue, Bangkok 10200**  
**Ms. Somlak Supkongyu**  
somlak.supkongyu@undp.org; Fax. 662-280-2700

Your Proposal must be expressed in the English language, and valid for a minimum period of 120 days.

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](http://www.un.org/depts/ptd/pdf/conduct_english.pdf)

Thank you and we look forward to receiving your Proposal.

Sincerely yours,



Somlak Supkongyu

*Procurement and Administrative Services Manager*

11 January 2013

### Description of Requirements

Context of the Requirement	<p>The n-peace.net website is an important element of a regional strategy to build a network of individuals and Civil Society Organizations (CSOs) in the Asia-Pacific region who are working on the issue of women, peace and security (WPS). Professionals from the Philippines, Indonesia, Nepal, Sri Lanka, Afghanistan and Timor-Leste are the main audience for this site. Stakeholders working on the WPS agenda outside of the network countries are also an audience for the portal. The N-Peace Portal is also the space through which a popular online regional campaign is annually run, the N-Peace Awards, engaging a wide audience across the network countries and globally.</p> <p>The current website, email system, and databases no longer meet the requirements of the N-Peace network, which has expanded rapidly in terms of its membership, level of information, and engagement/campaign activity carried out online via n-peace.net. Alongside these greater needs, current system limitations have been identified and require improvement and consolidation in the project, 'N-Peace Portal Design &amp; Development and Integration of a CRM system'.<sup>1</sup></p>
Implementing Partner of UNDP	This assignment will be carried out directly between UNDP and the service provider.
Brief Description of the Required Services <sup>2</sup>	<p>To meet the current needs of the N-Peace Network, programming and website design services are needed to meet key assignment objectives:</p> <ul style="list-style-type: none"> <li>I) Evaluate the current functionality (code and presentation) of the n-peace.net website and define which elements can be re-used, re.cycled and re-developed</li> <li>II) Redesign and develop the N-Peace portal to improve layout and usability;</li> <li>III) N-Peace Awards campaign material is designed, an online system is developed within the N-Peace portal and technical support is provided during key campaign live dates.</li> <li>IV) Improve database management, functionality reporting and communications via integration of a moderated mail</li> </ul>

<sup>1</sup> See ToR Annex, General background section for detailed information on the N-Peace network's expansion and current systems and limitations.

<sup>2</sup> A detailed TOR may be attached if the information listed in this Annex is not sufficient to fully describe the nature of the work and other details of the requirements.



	management application and customer relationship management system (CRM)
List and Description of Expected Outputs to be Delivered	<p><b>STAGE1 (System Selection &amp; Design) – 10 days</b></p> <ul style="list-style-type: none"> <li>• Evaluation and identification of CRM and CMS systems is complete</li> <li>• N-Peace portal sitemap layout/navigation mapping is approved</li> <li>• website design mockup is complete and approved for implementation (including integrated N-Peace Awards Campaign and website pages)</li> </ul> <p><b>Stage 2 (Wireframe of functionalities) – 4 days</b> User click-through and Website pages are presented as wireframes to signify workflows.</p> <p><b>Stage 3 (Implementation) – 14 days</b> Once approved, developed, implemented and tested in beta version before final deployment. N-Peace awards campaign material and voting tools are incorporated and approved for launch. Content and data migration process is mapped out for implementation.</p> <p><b>STAGE 4 (Content/data Migration, Testing &amp; Training, Documentation) – 7 days</b> CRM and CMS have all content and data integrated into systems. User Accessibility and Administrator Testing is complete and training or orientation to the systems has been carried out by the consultant. All documentation (source code, technical codes, architecture design) to be submitted. De-bugging and maintenance.</p> <p><b>STAGE 5 (Technical Support) – 10 Days</b> Technical support is provided during the key periods of activity for the N-Peace Awards Campaign. Any technical issues are addressed and transitions across campaign stages are supported</p>
Person to Supervise the Work/Performance of the Service Provider	The consultant will work closely with the Regional CPR team in all aspects of the activities that s/he will be involved in. The consultant will work under the overall guidance of Radhika Behuria, Regional Programme Specialist, and in close communication with Nicola Williams, Programme Officer. During specific period of days, the consultant may be requested to work out of the APRC offices.
Frequency of Reporting	Weekly update meetings
Progress Reporting Requirements	<ol style="list-style-type: none"> <li>1. Weekly updates on expected outputs.</li> <li>2. Testing and/or presentation of expected outputs prior to agreed</li> </ol>

	stage deadlines.											
Location of work	<input type="checkbox"/> Exact Address/es [pls. specify] <input checked="" type="checkbox"/> At Contractor's Location <input checked="" type="checkbox"/> At APRC Offices											
Expected duration of work	45 working days											
Target start date	1-5 February											
Latest completion date	25 May 2013											
Travels Expected	n/a											
Names and curriculum vitae of individuals who will be involved in completing the services	<input checked="" type="checkbox"/> Required											
RFP costing requirements	RFP responses should include a itemized cost breakdown in accordance to the sections "List and Description of Expected Outputs to be Delivered" above. Each of the 5 'Sages' should be individually costed with the total RFP cost being the summation of the 5 'Stage' costs.											
Currency of Proposal	<u>US Dollar (\$)</u>											
Value Added Tax on Price Proposal <sup>3</sup>	<input type="checkbox"/> must be inclusive of VAT and other applicable indirect taxes <input checked="" type="checkbox"/> must be exclusive of VAT and other applicable indirect taxes											
Validity Period of Proposals (Counting for the last day of submission of quotes)	<input checked="" type="checkbox"/> 120 days  In exceptional circumstances, UNDP may request the Proposer to extend the validity of the Proposal beyond what has been initially indicated in this RFP. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Proposal.											
Partial Quotes	<input checked="" type="checkbox"/> Not permitted											
Payment Terms <sup>4</sup>	<table border="1"> <thead> <tr> <th>Outputs</th><th>Percentage</th><th>Timing</th><th>Condition for Payment Release</th></tr> </thead> <tbody> <tr> <td>1. after commencing project.</td><td>15%</td><td>5<sup>th</sup> February, 2013</td><td rowspan="2">Within thirty (30) days from the date of meeting the following conditions: a) UNDP's written</td></tr> <tr> <td>2. After satisfactory submission of stage II deliverables</td><td>35%</td><td>22<sup>nd</sup> February, 2013</td></tr> </tbody> </table>	Outputs	Percentage	Timing	Condition for Payment Release	1. after commencing project.	15%	5 <sup>th</sup> February, 2013	Within thirty (30) days from the date of meeting the following conditions: a) UNDP's written	2. After satisfactory submission of stage II deliverables	35%	22 <sup>nd</sup> February, 2013
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1. after commencing project.	15%	5 <sup>th</sup> February, 2013	Within thirty (30) days from the date of meeting the following conditions: a) UNDP's written									
2. After satisfactory submission of stage II deliverables	35%	22 <sup>nd</sup> February, 2013										

<sup>3</sup> VAT exemption status varies from one country to another. Pls. check whatever is applicable to the UNDP CO/BU requiring the service.

<sup>4</sup> 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.

	3. After satisfactory submission of final developed product and completion of associated training sessions.	35%	25 <sup>th</sup> March, 2013	acceptance (i.e., not mere receipt) of the quality of the outputs; and b) Receipt of invoice from the Service Provider.
	4. After technical support is provided during the key periods of activity for the N-Peace Awards Campaign and campaign transitions are supported.	15%	25 May 2013	
Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment	Radhika Behuria, Regional Programme Specialist, UNDP APRC with the support of David Galipeau, Knowledge Management Advisor, UNDP APRC and associated staff will review, inspect and approve outputs to thereby inform Sanny Jegillos, CPR Team Coordinator, UNDP APRC for payment authorization and its subsequent disbursement, which will be supported by Varisara Anansiribovorn, Programme Assistant, UNDP APRC.			
Type of Contract to be Signed	<input checked="" type="checkbox"/> Institution Contract			
Criteria for Contract Award	<input checked="" type="checkbox"/> Highest Combined Score (based on the 70% technical offer and 30% price weight distribution)			
Criteria for the Assessment of Proposal	<p><b><u>Technical Proposal (70%)</u></b></p> <p><input checked="" type="checkbox"/> Expertise of the Firm 15%</p> <p><input checked="" type="checkbox"/> Methodology, Its Appropriateness to the Condition and Timeliness of the Implementation Plan 60%</p> <p><input checked="" type="checkbox"/> Management Structure and Qualification of Key Personnel 25%</p> <p><b><u>Financial Proposal (30%)</u></b></p> <p>To be computed as a ratio of the Proposal's offer to the lowest price among the proposals received by UNDP.</p>			
UNDP will award the contract to:	<input checked="" type="checkbox"/> One and only one Service Provider			

Annexes to this RFP <sup>5</sup>	<input checked="" type="checkbox"/> Form for Submission of Proposal (Annex 2) <input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 3) <sup>6</sup> <input checked="" type="checkbox"/> Detailed TOR
Contact Person for Inquiries (Written inquiries only) <sup>7</sup>	<p>Ms. Somlak Supkongyu  Procurement and Administrative Services Manager  email: <a href="mailto:somlak.supkongyu@undp.org">somlak.supkongyu@undp.org</a></p> <p>Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers.</p>
Other Information [pls. specify]	

<sup>5</sup> Where the information is available in the web, a URL for the information may simply be provided.

<sup>6</sup> Service Providers are alerted that non-acceptance of the terms of the General Terms and Conditions (GTC) may be grounds for disqualification from this procurement process.

<sup>7</sup> This contact person and address is officially designated by UNDP. If inquiries are sent to other person/s or address/es, even if they are UNDP staff, UNDP shall have no obligation to respond nor can UNDP confirm that the query was received.





## **TERMS OF REFERENCE**

<b>ASSIGNMENT TITLE:</b>	<b>N-Peace Portal Design &amp; Development and Integration of a CRM system</b>
<b>AGENCY/PROJECT NAME:</b>	<b>UNDP APRC, Regional Crisis Prevention and Recovery</b>
<b>COUNTRY OF ASSIGNMENT:</b>	<b>Home based</b>

### **1) GENERAL BACKGROUND**

#### **About n-peace.net**

The n-peace.net website is an important element of a regional strategy to build a network of individuals and Civil Society Organizations (CSOs) in the Asia-Pacific region who are working on the issue of women, peace and security (WPS). Professionals from the Philippines, Indonesia, Nepal, Sri Lanka, Afghanistan and Timor-Leste are the main audience for this site. Stakeholders working on the WPS agenda outside of the network countries are also an audience for the portal. The N-Peace Portal is also the space through which a popular online regional campaign is annually run, the N-Peace Awards, engaging a wide audience across the network countries and globally.

#### **N-Peace network expansion**

The N-Peace Network has expanded significantly since its inception in late 2010: the membership base has grown (i.e. 100 to 600 core members; 100 to 3800 Facebook supporters); the frequency of network activities have increased matched by an increase in interest to engage in network activities; and the quantity of information material and types of information products produced by the network has risen.

#### **Current systems & limitations**

Limitations exist in terms of the current website layout/design, and database and communications systems. The N-Peace portal is currently using a Drupal 7 content management system (CMS) and for email communications, the N-Peace Facilitators use a separate mailing manager system, known as Lyris. These systems are not integrated and have separate databases with limited search, communications, user accessibility & functionality and reporting functions.

The n-peace.net website has become outdated in its layout to logically house all necessary information and purposefully engage members and non-members. Identifying support for website development within the region has proven challenging and development of extra modules within the Drupal system are very costly.

With the expansion of the network the need for improved reporting, database management and communications has also increased. Such needs have exceeded the scope of the current CMS and email system with the following limitations identified:

- In terms of reporting, Drupal could be used to capture more data fields but cannot be used to improve communications;
- Disaggregated information in Drupal/lyris on users/members and their activity is not accessible/easily accessible;
- Lyris and Drupal are not connected and therefore two databases with different information exists;
- Lyris can store profile data but this data is not easy to search in order to target specific groups of members for email communication and discussions.

## **2) OBJECTIVES OF THE ASSIGNMENT**

The objectives of the assignment are to:

- I) Redesign and develop the N-Peace portal to improve layout and usability;
- II) N-Peace Awards campaign material is designed, an online system is developed within the N-Peace portal and technical support is provided during key campaign live dates.
- III) Improve database management, functionality reporting and communications via integration of a moderated mail management application and customer relationship management system (CRM);

## **3) SCOPE OF WORK**

### **Objective I) Redesign and develop the N-Peace portal to improve layout and usability.**

1. The contractor will be responsible for:
  - Together with the client, define a final functionality specifications document;
  - Create a website 'mock-up designs' that best allow the ease of use for client functionality. This will include the a) homepage and b) secondary content page c) supporting list page template for file listings, search results, images, etc. and d) specialized section for the annual N-Peace Awards
  - Together with client, finalize the web interface design and prepare standardized CSS and content templates for conversion to cross-browser acceptable HTML;
  - Identifying the appropriate CMS system so to meet the functionality and design specifications;

- Implementing HTML design and creating all CMS templates;
- Integration of social media tools/feeds (Facebook, RSS, Twitter, YouTube etc.) with CMS including blank HTML template (for total flexibility of the administrator) and iFrame capability;
- Integrated CRM with CMS to track user contacts, profiles and interactions;
- Provide full documentation and CRM/CMS management/maintenance training modules for client staff training;

2. Specifications for CMS development include the following:

### **Capabilities of System**

Authentication levels and role management (public, member and administration roles):

- Member login via email allows for content contributions
- Administers control content and approve contributions from members
- WYSIWYG editing module with standard MS Word similar control panel
- Ability to edit, notify author/originator of content and approve content before publishing (moderation/facilitation module)
- Scalable navigation and page creation schema
- Workflow management
- Collaboration module for content creation
- Document management or file system double for admin and user purposes
- Scripts or workflow for timely backups and archiving of CMS data
- USER ability to search ALL CMS content, Admin ability to search ALL CMS and CRM content
- Admin ability to create web forms and surveys/polls

### **Content Migration**

- Migration of selected content currently housed on N-peace.net to new CMS system under guidance of N-Peace facilitators.

**Objective II) N-Peace Awards campaign material is designed, an online voting system is developed within the N-Peace portal and technical support is provided during key campaign live dates.**

The Contractor will be responsible for:

1. Designing and developing communications campaign material for the N-Peace Awards 2013: posters; brochures (print & online); online banners for websites (various sizes); social media

images/banners etc.<sup>8</sup>

2. Design webpages (or change of banners where relevant) and forms for the N-Peace Awards stages:
  - Campaign launch and nominations open;
  - Nominations announced & voting open;
  - Voting closed;
  - Awardees announced;
  - Documentaries on awardees launched and awards ceremony takes place.
3. Provide technical support for key live dates of the N-Peace awards campaign so to troubleshoot any technical issues and support the transition of campaign stages.

**Objective III) Improve database management, reporting and communications via integration of a customer relationship management system (CRM).**

The contractor will be responsible for:

1. Identifying the appropriate CRM system so to meet the needs of the N-Peace administrators and ease of accessibility for members;
2. Configuring/developing the CRM system;
3. Testing the integration to ensure the whole system works according to the specifications;
4. Integrating data files (excel) into CRM system;
5. Providing training (1-2 sessions) for N-Peace coordinators to become familiar with CRM system.
6. Specifications for CRM implementation includes the following requirements:

**Reports**

Membership information

**Member numbers**

- Disaggregated by region, country, & city
- Disaggregated by gender
- Disaggregated by type of expertise
- Disaggregated by type of organization
- membership duration
- Some category labels will be supplied by client

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<sup>8</sup> The N-Peace Awards campaign strategy and all written communications for the campaign will be carried out by UNDP APCR and supplied to the contractor who will then do all design work for the campaign material.

- Total members

### **Membership growth**

- Disaggregated by country
- Disaggregated by gender
- Total growth
- Vibrancy (Contributions by members in relation to growth)
- Last login dates
- How the member joined the network

### **Recent activity**

- Content sharing
- Digital footprint capture – Number of downloads, visits
- Campaign participation
- Applications
- Registration

### **Admin-Workbench**

- The provision of a simple 'workbench' type workspace within the CRM system that makes it easy to administer and read information captured.

### **Email system functionality**

- HTML Messages
- Built-in HTML Editor
- Plain Text Messages options
- Template Library
- Image Hosting
- Email Campaign Tracking (all emails are stored and ordered by date) Email Campaign Statistics (opens, un-opened, linking tracking, spam bounces)
- Personalization / Mail Merge Event Triggered
- Messaging Subscribe/Unsubscribe button (and automatic removal just from list serve, not from the database completely)

- Email database able to be grouped & targeted (i.e. by country)
- An email address that receives emails from group members and posts to the whole list/group list once approved by administrator (moderation)
- Retention of original sender email and name when dispatching emails to the group
- Bounce Management

#### **Data integration**

- All current data (600 member profiles and emails) should be integrated;
- Campaign data (30,000+) should be used for an e-invitation to join the network once CRM system is built and tested.

#### **4) DURATION OF ASSIGNMENT, DUTY STATION AND EXPECTED PLACES OF TRAVEL**

**Start date:** 1 February 2013

**End date:** 25 May 2013

**Total working days:** 45 days

**Duty station:** home-based with certain periods of creative and testing work to be done from the APRC offices, in agreement with the supplier.

#### **5) FINAL PRODUCTS**

##### **STAGE1 (System Selection & Design) – 10 days**

- Identification of CRM and CMS systems is complete
- N-Peace portal layout/navigation mapping is approved
- website design mockup is complete and approved for implementation (including N-Peace Awards Campaign material and website pages)

##### **Stage 2 (Wireframe of functionalities) – 4 days**

Website pages are presented as wireframes to signify workflows.

##### **Stage 3 (Implementation) – 14 days**

Once approved, developed, implemented and tested in beta version before final deployment. N-Peace awards campaign material and voting tools are incorporated and approved for launch. Content and data migration process is mapped out for implementation.

##### **STAGE 4 (Content/data Migration, Testing & Training, Documentation) - 7 days**

CRM and CMS have all content and data integrated into systems. User Accessibility and Administrator Testing is complete and training or orientation to the systems has been carried out by the consultant.

All documentation (source code, technical codes, architecture design) to be submitted. De-bugging and maintenance.

#### **STAGE 5 (Technical Support) – 10 Days**

Technical support is provided during the key periods of activity for the N-Peace Awards Campaign. Any technical issues are addressed and transitions across campaign stages are supported.

#### **6) PROVISION OF MONITORING AND PROGRESS CONTROLS**

The consultant will work closely with the Regional CPR team in all aspects of the activities that s/he will be involved in. The consultant will work under the overall guidance of Radhika Behuria, Regional Programme Specialist, and in close communication with Nicola Williams, Programme Officer.

#### **7) DEGREE OF EXPERTISE AND QUALIFICATIONS**

- Minimum 5 years of working experience in developing and maintaining open source deployments.
- 5 years of experience developing ICT-based tools for civil society groups/networks (demonstrated understanding of the needs/capabilities of civil society groups to use/manage ICT-based tools to support network building)
- Bachelor degree in Computer Science/Web Development or related
- Should have successfully completed at least ten web development projects
- Knowledge of firewall configurations on the server
- A proven track record of completing projects on time and within budget.
- Knowledge of CSS, XHTML, JavaScript/jQuery, and Ajax an advantage.
- Dedication to UN principles and knowledge of overarching goals with prior experience working with UNDP or UN an asset.
- Good command of English required (full fluency).

## FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL<sup>9</sup>

*(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery<sup>10</sup>)*

[insert: Location].

[insert: Date]

To: Ms. Somlak Supkongyu

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 11 January 2013, 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) Track Record – list of clients for similar services as those required by UNDP, indicating description of contract scope, contract duration, contract value, contact references;*
- d) Certificates and Accreditation – including Quality Certificates, Patent Registrations, Environmental Sustainability Certificates, etc.*
- e) 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.*

<sup>9</sup> This serves as a guide to the Service Provider in preparing the Proposal.

<sup>10</sup> 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\***

	<b>Deliverables</b> <i>[list them as referred to in the RFP]</i>	<b>Percentage of Total Price</b> <i>(Weight for payment)</i>	<b>Price</b> <i>(Lump Sum, All Inclusive)</i>
1	Deliverable 1		
2	Deliverable 2		
3	....		
	Total	100%	

*\*This shall be the basis of the payment tranches*

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

<b>Description of Activity</b>	<b>Remuneration per Unit of Time</b>	<b>Total Period of Engagement</b>	<b>No. of Personnel</b>	<b>Total Rate</b>
<b>I. Personnel Services</b>				
<b>II. Other Related Costs</b>				

*[Name and Signature of the Service Provider's  
Authorized Person]*

*[Designation]*

*[Date]*

### ***General Terms and Conditions for Services***

#### **1.0 LEGAL STATUS:**

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

#### **2.0 SOURCE OF INSTRUCTIONS:**

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

#### **3.0 CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES:**

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

#### **4.0 ASSIGNMENT:**

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

#### **5.0 SUB-CONTRACTING:**

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

#### **6.0 OFFICIALS NOT TO BENEFIT:**

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

#### **7.0 INDEMNIFICATION:**

The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, UNDP, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Contractor, or

the Contractor's employees, officers, agents or sub-contractors, in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.

#### **8.0 INSURANCE AND LIABILITIES TO THIRD PARTIES:**

- 8.1** The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.
- 8.2** The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or the equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract.
- 8.3** The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.
- 8.4** Except for the workmen's compensation insurance, the insurance policies under this Article shall:
  - 8.4.1** Name UNDP as additional insured;
  - 8.4.2** Include a waiver of subrogation of the Contractor's rights to the insurance carrier against the UNDP;
  - 8.4.3** Provide that the UNDP shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.
- 8.5** The Contractor shall, upon request, provide the UNDP with satisfactory evidence of the insurance required under this Article.

#### **9.0 ENCUMBRANCES/LIENS:**

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

#### **10.0 TITLE TO EQUIPMENT:**

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

#### **11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:**

- 11.1** Except as is otherwise expressly provided in writing in the Contract, the UNDP shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the Contractor has developed for the UNDP under the

Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract, and the Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for the UNDP.

- 11.2** To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, the UNDP does not and shall not claim any ownership interest thereto, and the Contractor grants to the UNDP a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.
- 11.3** At the request of the UNDP; the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to the UNDP in compliance with the requirements of the applicable law and of the Contract.
- 11.4** Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract shall be the property of the UNDP, shall be made available for use or inspection by the UNDP at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNDP authorized officials on completion of work under the Contract.

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

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

#### **13.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:**

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

- 13.1** The recipient ("Recipient") of such information shall:
  - 13.1.1** use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate; and,
  - 13.1.2** use the Discloser's Information solely for the purpose for which it was disclosed.
- 13.2** Provided that the Recipient has a written agreement with the following persons or entities requiring them to treat the Information confidential in accordance with the Contract and this Article 13, the Recipient may disclose Information to:
  - 13.2.1** any other party with the Discloser's prior written consent; and,

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

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

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

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

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

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

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

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

#### **14.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS**

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

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

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

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

## **15.0 TERMINATION**

- 15.1** Either party may terminate this Contract for cause, in whole or in part, upon thirty (30) days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16.2 ("Arbitration"), below, shall not be deemed a termination of this Contract.
- 15.2** UNDP reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case UNDP shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.
- 15.3** In the event of any termination by UNDP under this Article, no payment shall be due from UNDP to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract.
- 15.4** Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, the UNDP may, without prejudice to any other right or remedy it may have under the terms of these conditions, terminate this Contract forthwith. The Contractor shall immediately inform the UNDP of the occurrence of any of the above events.

## **16.0 SETTLEMENT OF DISPUTES**

- 16.1 Amicable Settlement:** The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of this Contract or the breach, termination or invalidity thereof. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the parties.
- 16.2 Arbitration:** Any dispute, controversy, or claim between the Parties arising out of the Contract or the breach, termination, or invalidity thereof, unless settled amicably under Article 16.1, above, within sixty (60) days after receipt by one Party of the other Party's written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. For all evidentiary questions, the arbitral tribunal shall be guided by the Supplementary Rules Governing the Presentation and Reception of Evidence in International Commercial Arbitration of the International Bar Association, 28 May 1983 edition. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Contract, order the termination of the Contract, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Contract, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 ("Interim Measures of Protection") and Article 32 ("Form and Effect of the Award") of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Contract, the arbitral tribunal

shall have no authority to award interest in excess of the London Inter-Bank Offered Rate ("LIBOR") then prevailing, and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.

#### **17.0 PRIVILEGES AND IMMUNITIES:**

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

#### **18.0 TAX EXEMPTION**

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

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

#### **19.0 CHILD LABOUR**

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

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

#### **20.0 MINES:**

**20.1** The Contractor represents and warrants that neither it nor any of its suppliers is actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.

**20.2** Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind of UNDP.

**21.0 OBSERVANCE OF THE LAW:**

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

**22.0 SEXUAL EXPLOITATION:**

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

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

**23.0 AUTHORITY TO MODIFY:**

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