



REQUEST FOR PROPOSAL (RFP)
For
Legal Awareness and Assistance for Communities Affected by Land Conflicts

Procurement Case Ref.: PROCESS-35-27626

Phnom Penh, Cambodia
February 18, 2015

Dear Sir / Madam:

We kindly request you to submit your Proposal for provision of Legal Awareness and Assistance for Communities Affected by Land Conflicts.

Please be guided by the form attached hereto as Annex 3, in preparing your Proposal.

Your offer, comprising of a Technical and Financial Proposal, in separate sealed envelopes, should be submitted to the following address no later than 05 March 2015 by 15:00, local time. Late submission shall be rejected.

UNDP Cambodia, Registry Office (Building No. 3)
No. 18, Pasteur Street, Boeung Keng Kang I
PO Box 877, Phnom Penh, Cambodia
Attn: Procurement Manager, Procurement Unit

Your Proposal must be expressed in *English*, and valid for a minimum period of **90 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. If you are submitting your Proposal by email, kindly ensure that they are signed and in the .pdf format, and free from any virus or corrupted files.

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/content/undp/en/home/operations/procurement/protestandsanctions/>

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

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

Thank you and we look forward to receiving your Proposal.

Sincerely yours,



Kolag HUL
Procurement Manager

Description of Requirements

| | |
|--|---|
| Context of the Requirement | Legal awareness and assistance for communities affected by land conflicts. |
| Implementing Partner | n/a |
| Brief Description of the Required Services ¹ | <p>The project will aim to improve access to justice for poor and vulnerable communities in Cambodia. The project will work with communities and local governments to strengthen local justice sector institutions and organizations that increase access to justice for local people, with an emphasis on vulnerable groups. The project will aim to facilitate better understanding of private sector obligations, highlighting the corporate responsibility to respect human rights.</p> <p>Specifically, the objective is to improve access to justice for poor and vulnerable communities who have suffered from or at risk of human rights violations.</p> <p>The anticipated result is that access to justice is increased with more legal claims filed by communities who allege rights violations, and sub-national authorities significantly improve compliance with international human rights standards in the application of the Land Law, the Law on Peaceful Demonstrations and other related laws and policies.</p> |
| List and Description of Expected Outputs to be Delivered | <ul style="list-style-type: none"> • Provide ten (10) trainings at the district level to selected local communities on rights and access to legal assistance. • Provision of legal aid to communities involved in land disputes who wish to file complaints to local courts, UN Special Procedures or other judicial bodies. At least six legal claims filed. • One report detailing all ten trainings at the district level, summaries of all legal claims filed by communities whom the Contractor assisted through the provision of legal aid, and details of cases in other land disputes. |
| Person to Supervise the Work/Performance of the Service Provider | OHCHR's appointed Project Manager |
| Frequency of Reporting | Reporting once a month |
| Progress Reporting Requirements | Progress reporting once a month can take the form of meeting or email. The final report must be submitted in writing – see list of expected outputs above. |
| Location of work | <input checked="" type="checkbox"/> At Contractor's Location |
| Expected duration of work | 4 months |
| Target start date | 15 March 2015 |

¹ 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.

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| Latest completion date | 15 July 2015 |
| Travels Expected | The Contractor shall carry out the work in Battambang, Monduliri, Oddar Meanchey, Preah Vihear, Ratanakiri and Stung Treng provinces |
| Facilities to be Provided by UNDP (i.e., must be excluded from Price Proposal) | No facilities to be Provided |
| Implementation Schedule indicating breakdown and timing of activities/sub-activities | <input checked="" type="checkbox"/> Required |
| Names and curriculum vitae of individuals who will be involved in completing the services | <input checked="" type="checkbox"/> Required Minimum of 3 persons including Team Leader, Project Officer and Lawyer |
| Currency of Proposal | <input checked="" type="checkbox"/> United States Dollars |
| Value Added Tax on Price Proposal | <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"/> 90 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 | <ul style="list-style-type: none"> • 20% of the agreed total upon signature of the contract. • 40% of the agreed total upon completion of five of the district-level training sessions, which is expected by 01 May 2015. Documentation will be required detailing completion. This will include names of participants, an outline of issues discussed, photos of the event and plans for further action regarding potential filing of a complaint. • 40% of the agreed total upon completion of all ten trainings, and the approval of the report detailing trainings, summaries of legal claims filed and details of impunity and procedural bias in other land disputes. |
| Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment | OHCHR Cambodia Representative |

| | |
|--|---|
| Type of Contract to be Signed | <input checked="" type="checkbox"/> Professional Services Contract |
| Criteria for Contract Award | <input checked="" type="checkbox"/> Highest Combined Score (based on the 70% technical offer and 30% price weight distribution) <input checked="" type="checkbox"/> Full acceptance of the UNDP Contract General Terms and Conditions (GTC). This is a mandatory criteria and cannot be deleted regardless of the nature of services required. Non acceptance of the GTC may be grounds for the rejection of the Proposal. |
| Criteria for the Assessment of Proposal | <p><u>Technical Proposal (70%)</u></p> <input checked="" type="checkbox"/> Expertise of the Firm/Organisation 20% <input checked="" type="checkbox"/> Methodology, Its Appropriateness to the Condition and Timeliness of the Implementation Plan 30% <input checked="" type="checkbox"/> Management Structure and Qualification of Key Personnel 50% <p><u>Financial Proposal (30%)</u> 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 ² | <input checked="" type="checkbox"/> Detailed TOR (Annex 2) <input checked="" type="checkbox"/> Form for Submission of Proposal (Annex 3) <input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 4) ³ |
| Contact Person for Inquiries (Written inquiries only) ⁴ | <p>Vannara CHEA (Mr.) Procurement Associate E-mail: vannara.chea@undp.org and/or procurement.kh@undp.org 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> |

² Where the information is available in the web, a URL for the information may simply be provided.

³ 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:

⁴ 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.

| | |
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| <p>Other Information [pls. specify]</p> | <p><u>A pre-proposal conference</u> will be held on:</p> <p>Time: 9:00 AM Phnom Penh Local Time Date: 25 February 2015 Venue: Main Conference Room, Building 5, UNDP Cambodia, No. 53, Pasteur Street, Boeung Keng Kang I</p> <p>The UNDP focal point for the arrangement is: Vannara CHEA (Mr.) Telephone: (855) 23 216167 (Ext. 167) Facsimile: (855) 23 216257 E-mail: vannara.chea@undp.org</p> <hr/> <p><u>Conditions and Procedures for electronic submission:</u></p> <p><input checked="" type="checkbox"/> Official Address for e-submission: vannara.chea@undp.org and cc procurement.kh@undp.org <input checked="" type="checkbox"/> Format : PDF files only, password protected <input checked="" type="checkbox"/> Password <u>must</u> not be provided to UNDP until the date and time of Proposal Opening <input checked="" type="checkbox"/> Max. File Size per transmission: 5MB <input checked="" type="checkbox"/> Max. No. of transmission: 3 <input checked="" type="checkbox"/> Mandatory subject of email : <i>Proposal for Legal Awareness and Assistance for Communities Affected by Land Conflicts</i></p> |
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CRITERIA FOR THE ASSESSMENT OF PROPOSAL

Stage 1: Preliminary Examination

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

Stage 2: Technical Proposal Evaluation

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 as following:

| Summary of Technical Proposal Evaluation Forms | | Score Weight | Points Obtainable |
|--|--|--------------|-------------------|
| 1. | Expertise of the Firm/Organization | 20% | 200 |
| 2. | Proposed Methodology, Approach and Implementation Plan | 30% | 300 |
| 3. | Management Structure and Key Personnel | 50% | 500 |
| Total | | | 1000 |

| Technical Proposal Evaluation Form 1 | | Points obtainable |
|---|--|-------------------|
| Expertise of the Firm/Organization | | |
| 1.1 | At least two years of relevant working experience in providing training on legal and human rights issues, including land and housing rights issues and indigenous peoples' rights. | 100 |
| 1.2 | Experience in working in the target provinces | 40 |
| 1.3 | Recent experience of submitting legal claims with courts in Cambodia | 60 |
| Total Form 1 | | 200 |

| Technical Proposal Evaluation Form 2 | | Points Obtainable |
|---|--|-------------------|
| Proposed Methodology, Approach and Implementation Plan | | |
| 2.1 | To what degree does the Offeror understand the task? | 40 |
| 2.2 | Have the important aspects of the task been addressed in sufficient detail? | 60 |
| 2.3 | Is the conceptual framework adopted appropriate for the task? | 80 |
| 2.4 | Is the scope of task well defined and does it correspond to the TORs? | 60 |
| 2.5 | Is the presentation clear and is the sequence of activities and the planning logical, realistic and promise efficient implementation to the project? | 60 |
| Total Form 2 | | 300 |

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| Technical Proposal Evaluation Form 3 | | | Points Obtainable |
|---|--|-----|----------------------|
| Management Structure and Key Personnel | | | |
| 3.1 | Team Leader (1 Post) | | 200 |
| | 2 years of experience in community legal training | 100 | |
| | Experience in team/project management | 100 | |
| 3.2 | Project Officer (1 Post) | | 150 |
| | 2 years of experience in community legal training | 75 | |
| | Experience in conducting human rights trainings | 75 | |
| 3.2 | Lawyer (1 Post) | | 150 |
| | Membership of the Bar Association of the Kingdom of Cambodia | 75 | |
| | 2 years of experience in legal practice | 75 | |
| Total Form 3 | | | 500 |

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

A Proposer shall be considered technically qualified if its Proposal has obtained a minimum 70% technical score of the maximum obtainable score of 1000 points in the Technical Evaluation.

Stage 3: Financial Proposal Evaluation

In this stage, only the Financial Proposals of those Proposers who achieve the minimum 70% of technical score will be opened for evaluation for comparison and review. The following formula is used to calculate scoring/rating of the Financial Proposal:

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

Financial Evaluation and Criteria for Award of Contract:

The contract shall be awarded to the technically qualified Proposer which obtained the highest combined score in the result of both Technical and Financial Evaluation.

TERMS OF REFERENCE Professional Service

Project Information

| | |
|-----------------------------|---|
| Assignment Title: | Legal awareness and assistance for communities affected by land conflicts |
| OHCHR Practice Area: | Economic and Social Rights |
| Cluster/Project: | Economic and Social Rights Unit |
| Assignment Location: | Battambang, Monduliri, Oddar Meanchey, Preah Vihear, Ratanakiri and Stung Treng – to be confirmed |
| Assignment Duration: | 15 March 2015 – 15 July 2015 |

Background and Project Description

Indigenous and other poor rural communities remain amongst the most vulnerable groups in Cambodian society. One of the most critical challenges to the survival and well-being of indigenous communities in Cambodia remains the increasing loss of their lands and territories due to land grabbing, encroaching economic land concessions and discrimination. In the northern provinces of Ratanakiri, Monduliri and Kratie in particular, indigenous communities are losing their lands to private companies who develop plantations, tourism projects, mines or commercial infrastructure projects. Destructive business practices by well-connected concessionaires are jeopardizing the futures and very existence of indigenous communities.

The Contractor will conduct legal awareness sessions and provide legal assistance to communities involved in land conflicts. This assistance will comprise of ten (10) training sessions on land and housing rights and other relevant interconnected rights, and what legal mechanisms are available to the community, including domestic courts, as well as UN Special Procedures and international and non-state grievance mechanisms. Should the community wish to pursue any of these remedies, the Contractor shall offer the services of a lawyer to assist in filing a claim. The Contractor will work with the communities, local NGOs and other partners if necessary, to support indigenous communities and other vulnerable groups to seek investigations and redress for violations, particularly business-related human rights abuses, in Cambodia.

In addition, the Contractor will provide a document providing details on up to ten cases in which indigenous communities or other vulnerable groups have filed claims for alleged human rights violations relating to land and housing rights and where no action has been taken.

Objective of the Assignment

The project will aim to improve access to justice for poor and vulnerable communities in Cambodia. The project will work with communities and local governments to strengthen local justice sector institutions and organizations that increase access to justice for local people, with

an emphasis on vulnerable groups. The project will aim to facilitate better understanding of private sector obligations, highlighting the corporate responsibility to respect human rights.

Specifically, the objective is to improve access to justice for poor and vulnerable communities who have suffered from or at risk of human rights violations.

The anticipated result is that access to justice is increased with more legal claims filed by communities who allege rights violations, and sub-national authorities significantly improve compliance with international human rights standards in the application of the Land Law, the Law on peaceful demonstrations and other related laws and policies.

Scope of Work

The Contractor shall:

- Provide a total of ten (10) training sessions, lasting for one day each, at the district level to selected local communities on rights and access to legal assistance in: Battambang, Oddar Meanchey, Preah Vihear, Ratanakiri, Mondulakiri and Stung Treng. At least one training session will be conducted in each of the six target provinces. The remaining four training sessions will be conducted in Districts where the Contractor and OHCHR deem most in need. Adjustments regarding the site(s) of one or more trainings may be made during the term of the contract if deemed necessary. Training sessions will consist of explanation of legal standards and legal advice to poor and vulnerable communities involved in land disputes or who are victims of economic or social rights violations. Conduct monitoring and evaluation surveys to assess the improved knowledge of participants. A minimum of five training sessions will have been completed by 01 May 2015.
- Provide legal aid, enabling communities involved in land disputes or who are victims of eviction or other economic or social rights violations to file claims with provincial courts and / or non-state grievance mechanisms. This will entail a lawyer supplied by the Contractor working with communities to prepare and file claims. The provision of legal aid will be supplied on an as-needed basis, and is expected to result in claims filed with Battambang, Oddar Meanchey, Preah Vihear, Ratanakiri, Mondulakiri and Stung Treng provincial courts (subject to confirmation); at minimum of six legal claims are expected to be filed during the contract period.
- Provide one report to be submitted at the end of the project detailing i) ten trainings at the district level, including participants, outlines of issues discussed, a summary of indicators used to measure improved knowledge of human rights and legal remedies, and photos of the event; ii) summaries of all legal claims filed by communities who the Contractor assisted through the provision of legal aid; and iii) where the Contractor entered into any dialogue with communities involved in protracted land disputes but who have already filed claims in the past and who did not file new claims during the project period, information and summaries of claims submitted previously by communities and by private companies or large land owners party to the dispute.

Expected Outputs and Deliverables

| N | Deliverables/Outputs | Target Due Dates |
|---|---|--|
| 1 | Provide ten (10) trainings at the district level to selected local communities on rights and access to legal assistance. | March – July 2015. Five training sessions to be completed by 01 May 2015. |
| 2 | Provision of legal aid to communities involved in land disputes who wish to file complaints to local courts, UN Special Procedures or other judicial bodies. At least six legal claims filed. | March – July 2015 |
| 3 | One report detailing all ten trainings at the district level, summaries of all legal claims filed by communities who the Contractor assisted through the provision of legal aid, and details of cases in other land disputes. | 15 July 2015 |

Institutional Arrangement

OHCHR will supervise the contractor. The contractor will report directly to OHCHR's appointed Project Manager. The Contractor will be expected to liaise frequently with the Project Manager; providing bi-weekly updates on planning and progress on project implementation. The Contractor will be required to liaise with the Provincial and District authorities in which they are planning the activities. The Contractor will arrange all logistics, project personnel, office space and support services required for project implementation.

Duration of the Work

The project shall commence on 15 March 2015 and shall end on 15 July 2015. The report outlining detailing the district trainings, summaries of legal claims filed and impunity and bias in other land disputes shall be submitted by 15 July 2015 at the latest.

Duty Station

The Contractor shall carry out the work in Battambang, Mondulkiri, Oddar Meanchey, Preah Vihear, Ratanakkiri and Stung Treng provinces – subject to confirmation from the supervisor. Meetings with OHCHR to plan and coordinate will be conducted in Phnom Penh.

Minimum Qualifications of the Successful Contractor at Various Levels

The Contractor must be a politically independent, non-governmental organisation.

The Contractor must possess significant experience (a minimum of two years) of working in the target provinces, and of providing training on legal and human rights issues, including land and housing rights issues and indigenous peoples' rights.

The Contractor must also possess recent experience of submitting legal claims with courts in Cambodia.

The Contractor must consist of a training team of at least two persons specialized in community legal training (minimum of two years experience); and a member of the Bar Association of the Kingdom of Cambodia (minimum of two years experience).

Scope of Bid Price and Schedule of Payments

The contract price is a fixed output-based price.

In the computation of contract price, the Proposer must factor in all project costs, including professional fees, travel costs, living allowances, taxes and training costs. No additional project costs above the contract price will be paid. A detailed breakdown of such costs is *not* required.

20% of the contract price will be paid upon signature of the contract.

40% of the contract will be paid upon completion of five of the district-level training sessions, which is expected by 01 May 2015. Documentation will be required detailing completion. This will include names of participants, an outline of issues discussed, photos of the event and plans for further action regarding potential filing of a complaint.

The final 40% of the contract will be paid upon completion of all ten trainings, and the approval of the report detailing trainings, summaries of legal claims filed and details of impunity and procedural bias in other land disputes.

Recommended Presentation of Proposal

Interested organizations should submit a proposal containing a description of the aim and objectives of their organization, their structure, their staffing, and their activities, highlighting any experience of relevance to the activities foreseen under the present Terms of Reference. Applications should explain how the submitting organization would plan to deliver the expected outputs within the timeframe prescribed above.

FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL⁵

The Financial Proposal and the Technical Proposal Envelopes MUST BE COMPLETELY SEPARATE and each of them must be submitted sealed individually and clearly marked on the outside as either "TECHNICAL PROPOSAL" or "FINANCIAL PROPOSAL", as appropriate.

(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery⁶)

[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

⁵ This serves as a guide to the Service Provider in preparing the Proposal. The Financial Proposal and the Technical Proposal Envelopes MUST BE COMPLETELY SEPARATE and each of them must be submitted sealed individually and clearly marked on the outside as either "TECHNICAL PROPOSAL" or "FINANCIAL PROPOSAL", as appropriate.

⁶ Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

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

C. Qualifications of Key Personnel

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* (Must be separated from Technical Proposal)

| | Deliverables <i>[list them as referred to in the RFP]</i> | Percentage of Total Price <i>(Weight for payment)</i> | Price <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]:

| Description of Activity | Remuneration per Unit of Time | Total Period of Engagement | No. of Personnel | Total Rate |
|-----------------------------------|--------------------------------------|-----------------------------------|-------------------------|-------------------|
| I. Personnel Services | | | | |
| 1. Services from Home Office | | | | |
| a. Expertise 1 | | | | |
| b. Expertise 2 | | | | |
| 2. Services from Field Offices | | | | |
| a. Expertise 1 | | | | |
| b. Expertise 2 | | | | |
| 3. Services from Overseas | | | | |
| a. Expertise 1 | | | | |
| b. Expertise 2 | | | | |
| II. Out of Pocket Expenses | | | | |
| 1. Travel Costs | | | | |
| 2. Daily Allowance | | | | |
| 3. Communications | | | | |
| 4. Reproduction | | | | |
| 5. Equipment Lease | | | | |

| | | | | |
|---------------------------------|--|--|--|--|
| 6. Others | | | | |
| III. Other Related Costs | | | | |

*[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..

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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:


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- 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.