

REQUEST FOR PROPOSALS
PROVISION OF BANKING SERVICES FOR UNDP IN THE MALDIVES

United Nations Development Programme
April 2021

Section1. Letter of Invitation

Male', Maldives 7th April 2021

REQUEST FOR PROPOSAL FOR THE PROVISION OF BANKING SERVICES FOR UNDP IN THE MALDIVES

Dear Mr./Ms.:

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

2. This RFP includes the following documents:

Section 1 – Letter of Invitation
Section 2 – Instructions to Proposers (including Data Sheet)
Section 3 – Terms of Reference
Section 4 – Proposal Submission Form
Section 5 – Technical Proposal Form
Section 6 – Financial Proposal Form
Section 7 – Personal Banking Services Form
Section 8 – Contract for Banking Services, including general terms and conditions

3. Your offer comprising of a technical, financial and personal banking proposal, in separate sealed envelopes OR in separate emails should be submitted in accordance with the instructions in this document no later than **28 April 2021 on or before 15:00hrs local time.**

United Nations Development Programme

Email: proc.mv@undp.org

4 th Floor, H. Aage, Boduthakurufaanu Magu,
20094, Male', Maldives, Fax : 332 4504 ; Contact : 7618880

4. We look forward to your Proposal and thank you in advance for your interest in UNDP procurement opportunities.

Yours sincerely,



Mariyam Nazra
Assistant Resident Representative
UNDP Maldives

Section 2: Instruction to Proposers [1]

Definitions of Terms

- a) *“Bid Bulletin”* refers to the announcement issued by UNDP to all prospective Proposers before the deadline for the submission of Proposals, aimed at amending or clarifying the details of the TOR, or to disseminate the answers of UNDP to question or queries raised by any prospective bidder;
- b) *“Contract”* refers to the agreement signed by and between the UNDP and the successful proposer, all the attached documents thereto, including the general terms and conditions.
- c) *“Country”* refers to the country indicated in the Data Sheet.
- d) *“Data Sheet”* refers to such part of the Instructions to Proposers used to reflect conditions of the tendering process that are specific for the requirements of the RFP.
- e) *“Day”* refers to calendar day.
- f) *“Instructions to Proposers”* (Section 2 of the RFP) refers to the complete set of documents which provides Proposers with all information needed and procedures to be followed in the course of preparing their Proposals
- g) *“Proposal”* refers to the Proposer’s response to the Request for Proposal, including the Proposal Submission Form, Technical, Financial, and Personal Banking Proposals and all other documentation attached thereto as required by the RFP.
- h) *“Proposer”* refers to any legal entity that may submit, or has submitted, a Proposal for the provision of services requested by UNDP/
- i) *“RFP”* refers to the Request for Proposal prepared by UNDP for the selection of the banking service provider, based on the standard RFP.
- j) *“Services”* refers to the entire scope of works requested by UNDP under the RFP.
- k) *“Terms of Reference”* (TOR) refers to the document included in the RFP as Section 3 which describes the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the proposer, expected results and deliverables and other data pertinent to the performance of the range of duties and services expected of the successful proposer.

¹ Note: this Section 2 - Instructions to Proposers shall not be modified. Any necessary changes to address specific country and project issues, shall be introduced only through the Data Sheet, including adding new paragraphs.

A. GENERAL

1. UNDP solicits Proposals in response to this Request for Proposal (RFP). Proposers must strictly adhere to all the requirements of this RFP. No changes, substitutions or other alterations to the provisions stipulated in this RFP will be accepted unless approved in writing by UNDP. However, whilst fully complying with the RFP requirements, Proposers are encouraged to provide any suggestions and solutions that may achieve a more cost-effective and value-for-money approach to fulfilling the requirements of this RFP.
2. Submission of a Proposal shall be deemed to constitute an acknowledgement by the Proposer that all obligations stipulated by this RFP will be met and unless specified otherwise, the Proposer has read, understood and agreed to all the instructions provided in this RFP.
3. Any Proposal submitted will be regarded as an offer by the Proposer and not as an acceptance of an offer of any Proposal by UNDP. This RFP does not commit UNDP to award a contract.
4. A Proposer shall not be in any position of conflict of interest arising from their current or future work with respect to UNDP. All Proposers found to have a conflict of interest shall be disqualified. Proposers may be considered to have a conflict of interest with one or more parties in this solicitation process, if they:
 - 4.1 are or have been associated in the past, with a firm or any of its affiliates which have been engaged by UNDP to provide services for the preparation of the design, specifications, Terms of Reference and other documents to be used for the procurement of the goods and services to be purchased in this selection process;
 - 4.2 were involved in the preparation and/or design of the programme/project related to the services requested under this RFP;
 - 4.3 have owners, officers, directors, controlling shareholders, or key personnel who are related by blood or affinity up to third civil degree to UNDP staff involved in procurement functions and/or the Government of the country receiving services under this RFP;
 - 4.4 submit more than one Proposal in this RFP, except for alternative offers permitted under this RFP. However, this does not limit the participation of subcontractors in more than one Proposal;
 - 4.5 have combined functions of consulting and supply of goods, and the advisory services may lead to the procurement of such goods;
 - 4.6 are found to be in conflict for any other reason, as may be established by, or at the discretion of, UNDP.

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

5. Proposers must adhere to the UNDP Supplier Code of Conduct, which may be found at this link: <http://web.ng.undp.org/procurement/undp-supplier-code-of-conduct.pdf>

B. CONTENTS OF PROPOSAL

6. Sections of Proposal

Proposers are required to complete, sign and submit in the number of copies the following documents:

- 6.1 Proposal Submission Covering Letter Form (see RFP Section 4);
- 6.2 Technical Proposal (see prescribed form in RFP Section 5);
- 6.3 Financial Proposal (see prescribed form in RFP Section 6);
- 6.4 Personal Banking Proposal (see prescribed form in RFP Section 7);
- 6.5 Any attachments and/or appendices to the Proposal (as may be specified under the **Data Sheet**)

7. Clarification of Proposal

Proposers may request a clarification of any of the RFP documents no later than the number of days indicated in the **Data Sheet** before the proposal submission date. Any request for clarification must be sent in writing, or by electronic means to the UNDP address indicated in the **Data Sheet**. UNDP will respond in writing or by electronic means and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Proposers who have provided confirmation of their intention to submit a Proposal.

8. Amendment of Proposals

At any time prior to the deadline for submission of Proposals, UNDP may for any reason, such as in response to a clarification requested by a Proposer, modify the RFP in the form of a Bid Bulletin. All Proposers who have provided confirmation of their intention to submit a Proposal will be notified in writing of all amendments to the RFP. In order to afford Proposers reasonable time to consider the amendments in preparing their Proposals, UNDP may, at its discretion, extend the deadline for submission of Proposals, if the nature of the amendment to the RFP so warrants.

C. PREPARATION OF PROPOSALS

9. Cost of Proposal

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

10. Language of Proposal

The Proposal, as well as all related correspondence exchanged by the Proposer and UNDP, shall be written in the language (s) specified in the **Data Sheet**. Any printed literature furnished by the Proposer written in a language other than the language indicated in the **Data Sheet**, must be accompanied by a translation in the preferred language indicated in the **Data Sheet**. For purposes

of interpretation of the Proposal, and in the event of discrepancy or inconsistency in meaning, the version translated into the preferred language shall govern.

11. **Proposal Submission Form**

The Proposer shall submit the Proposal Submission Form using the form furnished in Section 4 of the RFP. The Proposer shall structure the Technical, Financial, and Personal Banking Proposal in the manner prescribed in the TOR.

12. **Alternative Proposals**

Unless otherwise specified in the **Data Sheet**, alternative proposals shall not be considered.

13. **Period of Validity**

Proposals shall remain valid for the period specified in the **Data Sheet**, commencing on the submission deadline date also indicated in the **Data Sheet**. A Proposal valid for a shorter period shall be immediately rejected by UNDP and rendered non-responsive.

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

D. SUBMISSION AND OPENING OF PROPOSALS

14. **Submission and Opening of Proposals**

14.1 The Technical Proposal, the Financial Proposal, and the Personal Banking Proposal Envelopes **MUST BE COMPLETELY SEPARATED** and each of them must be submitted sealed individually and clearly marked on the outside as either "TECHNICAL PROPOSAL" or "FINANCIAL PROPOSAL" or "PERSONAL BANKING PROPOSAL", as appropriate. Each envelope **MUST** also bear the name of the Proposer. The inner and outer envelopes shall:

- bear the name and address of the Proposer
- be addressed to UNDP as specified in the **Data Sheet**, and
- bear a warning not to open before the time and date for proposal opening, as specified in the **Data Sheet**.

If any or all envelopes are not sealed and marked as required, UNDP will assume no responsibility for the misplacement or premature opening of the Proposal.

14.2 Proposers may always submit their Proposals by mail/courier or by hand delivery. When so specified in the **Data Sheet**, Proposers shall have the option of submitting their Proposals electronically. When the Proposals are expected to be in transit for over 24 hours, the Proposer must ensure that sufficient lead time has been provided in order to comply with UNDP's deadline for submission. Under such circumstances, the Proposer

must inform UNDP of the exact date and time of their dispatch, through the submission of the official receipt and supporting documents (airway bill, etc.) issued by the forwarding/courier company that will deliver the Proposal to UNDP.

- 14.3 Proposers submitting Proposals by mail or by hand shall enclose the original and each copy of the Proposal, in separate sealed envelopes, duly marking the envelopes as “Original Proposal” and “Copy of Proposal” as appropriate. The number of copies required shall be as specified in the **Data Sheet**. In the event of any discrepancy between them, the original shall govern. The original and copies of the Proposal shall be signed by the Proposer or person(s) duly authorized to commit the Proposer. The authorization shall be communicated through the Certificate of Authorization accompanying the Proposal. The Proposer shall submit the original and copies of the Proposal in separate envelopes, marked “ORIGINAL” and “COPY”. The envelopes shall then be sealed in an outer envelope.

15. **Deadline for Submission of Proposals and Late Proposals**

- 15.1 Proposals must be received by UNDP at the address and no later than the date and time specified in the **Data Sheet**.
- 15.2 UNDP shall not consider any Proposal that arrives after the deadline for submission of Proposals. Any Proposal received by UNDP after the deadline for submission of Proposals shall be declared late, rejected, and returned unopened to the Proposer.

16. **Withdrawal, Substitution, and Modification of Proposals**

- 16.1 Proposers are expected to have sole responsibility for taking steps to carefully examine in details the full consistency of its Proposals to the requirements of the RFP, keeping in mind that material deficiencies providing information requested by UNDP, or clarity in the description of services to be provided, may result in the rejection of the Proposal. UNDP shall not assume any responsibility regarding erroneous interpretations or conclusions made by the Proposer in the course of understanding the RFP out of the data furnished by UNDP.
- 16.2 A Proposer may withdraw, substitute or modify its Proposal after it has been submitted by sending a written notice in accordance with this RFP, duly signed by an authorized representative, and shall include the Certification of Authorization. The corresponding substitution or modification of the Proposal must accompany the respective written notice. All notices must be received by UNDP prior to the deadline for submission and submitted in accordance with this RFP (except that withdrawal notices do not require copies). The respective envelopes shall be clearly marked “WITHDRAWAL,” “SUBSTITUTION,” or “MODIFICATION”.
- 16.3 Proposals requested to be withdrawn shall be returned unopened to the Proposers.
- 16.4 No Proposal may be withdrawn, substituted, or modified in the interval between the deadline for submission of Proposals and the expiration of the period of proposal validity

specified by the Proposer on the Proposal Submission Form or any extension thereof.

17. Proposal Opening

- 17.1 UNDP will open the Proposals in the presence of an ad-hoc committee formed by UNDP. If electronic submission is permitted, any specific electronic proposal opening procedures shall be as specified in the **Data Sheet**.
- 17.2 The Proposers' names, modifications, withdrawals, and such other details as UNDP may consider appropriate, will be announced at the opening. No Proposal shall be rejected at the opening stage, except for late submission, for which the Proposal shall be returned unopened to the Proposer.

E. EVALUATION AND COMPARISON OF PROPOSALS

18. Confidentiality

- 18.1 Information relating to the examination, evaluation, and comparison of Proposals, and recommendation of contract award, shall not be disclosed to Proposers or any other persons not officially concerned with such process, even until publication of the contract award.
- 18.2 Any effort by a Proposer to influence UNDP in the examination, evaluation and comparison of the Proposals or contract award decisions may, at UNDP's decision, result in the rejection of its Proposal
- 18.3 In the event that a Proposer is unsuccessful, the Proposer may seek a meeting with UNDP for debriefing, but said debriefing shall be limited to the discussions of the strengths and weaknesses of the Proposal of said Proposer, and no information relating to the Proposal or rating of other Proposers may be discussed.

19. Clarification of Proposals

To assist in the examination, evaluation and comparison of Proposals, UNDP may, at its discretion, ask any Proposer for a clarification of its Proposal. Any unsolicited clarification submitted by a Proposer in respect to its Proposal, which is not a response to a request by UNDP, shall not be considered during the review and evaluation of the Proposals. UNDP's request for clarification and the response shall be in writing. No change in the prices or substance of the Proposal shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by UNDP in the evaluation of the Proposals, in accordance with this RFP.

20. Responsiveness of Proposal

- 20.1 UNDP's determination of a Proposal's responsiveness is to be based on the contents of the Proposal itself.
- 20.2 A substantially responsive Proposal is one that conforms to all the terms, conditions, and

specifications of the RFP without material deviation, reservation, or omission.

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

21. Nonconformities, Errors and Omissions

- 21.1 Provided that a Proposal is substantially responsive, UNDP may waive any non-conformities or omissions in the Proposal that do not constitute a material deviation.
- 21.2 Provided that a Proposal is substantially responsive, UNDP may request the Proposer to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Proposal related to documentation requirements. Such omission shall not be related to any aspect of the price of the Proposal. Failure of the Proposer to comply with the request may result in the rejection of its Proposal.
- 21.3 UNDP implements a policy of zero tolerance on fraud and corrupt practices and is committed to preventing, identifying and addressing all acts of fraud and corrupt practices against UNDP as well as third parties involved in UNDP activities.

22. Preliminary Examination of Proposals

UNDP shall examine the Proposals to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the Proposals are generally in order.

23. Evaluation of Proposals

- 23.1 UNDP shall examine the Proposal to confirm that all terms and conditions under the UNDP General Terms and Conditions and Special Conditions have been accepted by the Proposer without any deviation or reservation
- 23.2 The evaluation committee shall review and evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and other documentation provided, applying the evaluation criteria, sub-criteria, and point system specified in the **Data Sheet**. Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not substantially respond to the RFP, and particularly the Terms of Reference, or if it fails to achieve the minimum technical score indicated in the **Data Sheet**.
- 23.3 In the second stage, the Financial Proposal of those Proposers who achieve the minimum technical score will be compared, based on the evaluation method **selected in the Data Sheet**.
- 23.4 UNDP shall reserve the right to determine to its satisfaction the validity of information provided by the Proposer, through verification and reference checking, among other

means that it deems appropriate, at any stage within the selection process.

F. AWARD OF CONTRACT

24. Right to Accept Any Proposal, and to Reject Any or All Proposals

UNDP reserves the right to accept or reject any Proposal, and to annul the solicitation process and reject all Proposals at any time prior to award of contract, without thereby incurring any liability to the affected Proposer, or any obligation to inform the affected Proposer(s) of the grounds for UNDP's action. UNDP shall neither be obliged to award the contract to the lowest price offer.

25. Award Criteria

Prior to expiration of the period of proposal validity, UNDP shall award the contract to the qualified Proposer based on the evaluation method indicated in the **Data Sheet**.

26. Right to Vary Requirements at the Time of Award

At the time of award of Contract, UNDP reserves the right to vary the quantity of services by up to a maximum 15% of the total price offer, without any change in the unit price or other terms and conditions.

27. Contract Term

The contract term is 5 years for the initial period with option to extend for an additional 5 year period

28. Contract Signature

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

29. Proposer's Conference

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

30. Vendor Protest

UNDP vendor protest procedure provides an opportunity for appeal to those persons or firms not awarded a purchase order or contract through a competitive procurement process. This procedure is not available to non-responsive or untimely Proposers or to those with rejected Proposals. In the event that you believe you have not received fair treatment, the following link provides further details regarding UNDP vendor protest procedures:
<http://www.undp.org/procurement/protest.shtml>

Instructions to Proposers

DATA SHEET²

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

1. RFP for Banking Services :	
2. Country:	Maldives
3. Language of the Proposal:	<input checked="" type="checkbox"/> English <input type="checkbox"/> French <input type="checkbox"/> Spanish <input type="checkbox"/> Others (pls. specify) _____
4. Conditions for Submitting Proposals for Parts or sub-parts of the TOR	<input type="checkbox"/> Not allowed
5. A pre-proposal conference will be held:	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Time: _____ Date: _____ Venue: _____ The UNDP focal point for the arrangement is: _____ Address: _____ Telephone: _____ Facsimile: _____ E-mail: _____
6. Period of Proposal Validity commencing on the submission date	<input type="checkbox"/> 90 days <input checked="" type="checkbox"/> 120days <input type="checkbox"/> 180 days

² Pls. check the appropriate boxes. Comments in brackets and footnotes are intended to provide guidance for the finalization of this Data Sheet but they should not appear on the final RFP to be delivered to the Proposers. If there are items that do not apply to this RFP, they may be deleted from the Data Sheet. If there are other information needed, the Data Sheet may be expanded as much as necessary.

7. Proposal Prices shall be subjected to Taxation	<input checked="" type="checkbox"/> Yes, pls. submit a price inclusive of all applicable taxes <input type="checkbox"/> No, pls. submit a price exclusive of all taxes <input type="checkbox"/> Others: <i>[pls. specify]</i>
8. Preferred Currency of Bid Proposal and Method for Currency conversion (if applicable)	Single Currency: Maldivian Rufiyaa (MVR) Reference date of exchange rates : 1 USD=15 MVR
9. Deadline for submitting requests for clarifications/questions	3 days before the submission date.
10. Contact Details for submitting clarifications/questions	Focal Person in UNDP: Mariyam Suneetha E-mail: mariyam.suneetha@undp.org Contact no. +9607618880 <hr/>
11. No. of copies of Proposal that must be submitted	Original : 1 (one) Copies : 1 (one)
12. Proposal submission address	<p style="text-align: center;">United Nations Development Programme Email: proc.mv@undp.org 4 th Floor, H. Aage, Boduthakurufaanu Magu, 20094, Male', Maldives, Fax : 332 4504 ; Contact : +9607618880</p>
13. Deadline of Submission	Date : 28 th April 2021 Time : before 3pm
14. Procedures and condition for submitting Proposals by electronic means	<input type="checkbox"/> CD Rom, one for technical proposal and one for financial proposal (clearly marked as such in a sealed envelope) <input checked="" type="checkbox"/> USB file, one for technical proposal and one for financial proposal (clearly marked as such in a sealed envelope)
15. Date, time and venue for opening of Proposals	N/A
16. Procedures and conditions for electronic opening of the	Follow the same procedures and time sequence as the paper based proposal.

Proposals	
<p>17. Evaluation method to be used in selecting the most responsive Proposal</p>	<p><input type="checkbox"/> Lowest financial offer of technically qualified Proposals</p> <p>✓ Combined Scoring Method, using the 70%-30% distribution for technical and financial proposals, respectively</p> <p>The formula for the combined scoring method shall be :</p> <p style="text-align: center;">$p = y (x/z)$</p> <p><u>Where:</u> p = points for the financial proposal being evaluated y = maximum number of points for the financial proposal x = price of the lowest priced proposal z = price of proposal being evaluated</p>
<p>18. Required Documents that must be Submitted to Establish Eligibility of Proposers (In "Certified True Copy" form only)</p>	<p><input type="checkbox"/> (Mandatory) Bank Profile, which should <u>not</u> exceed fifteen (15) pages, including printed brochures and product catalogues relevant to the goods/services being procured</p> <p><input type="checkbox"/> (Mandatory) Members of the Governing Board and their Designations duly certified by the Corporate Secretary, or its equivalent document if Proposer is not a corporation</p> <p><input type="checkbox"/> (Mandatory) List of Shareholders and Other Entities Financially Interested in the Bank owning 5% or more of the stocks and other interests, or its equivalent if Proposer is not a corporation</p> <p><input type="checkbox"/> (Mandatory) Tax Registration/Payment Certificate issued by the Internal Revenue Authority evidencing that the Proposer is updated with its tax payment obligations, or Certificate of Tax exemption, if any such privilege is enjoyed by the Proposer</p> <p><input type="checkbox"/> (Mandatory) Certificate of Registration of the business, including Articles of Incorporation, or equivalent document if Proposer is not a corporation</p> <p><input type="checkbox"/> (Optional) Trade name registration papers, if applicable</p> <p><input type="checkbox"/> (Mandatory) Local Government permit to locate and operate in the current location of office</p> <p><input type="checkbox"/> (If applicable) Official Letter of Appointment as local representative, if Proposer is submitting a Proposal in behalf of an entity located <u>outside the country</u></p>

	<input type="checkbox"/> (Optional but highly recommended) Quality Certificate (e.g., ISO, etc.) and/or other similar certificates, accreditations, awards and citations received by the Proposer, if any <input type="checkbox"/> (Optional but highly recommended) Environmental Compliance Certificates, Accreditations, Markings/Labels, and other evidences of the Proposer's practices which contributes to the ecological sustainability of reduction of environment impact (e.g., use of non-toxic substances, recycled raw materials, energy-efficient equipment, reduced carbon emission, etc.) <input type="checkbox"/> (Mandatory) Client reference list (minimum 3) to whom the same or similar services are required by this RFP have been rendered <input type="checkbox"/> (Mandatory) Latest Audited Financial Statements – Income Statement and Balance Sheet – duly authenticated by the Government's Internal Revenue Authority <input type="checkbox"/> (highly recommended) Other Official Evidence of the Bank's Industry Rating, as applicable
19. Expected date for commencement of Contract	Third Quarter 2021

Section 3: Terms of Reference (TOR)

PROVISION OF BANKING SERVICES FOR UNDP MALDIVES IN THE MALDIVES

1.0 Overview

- 1.1 UNDP is the United Nations' (UN) global development network, an organization advocating for change and connecting countries to knowledge, experience and resources to help people build a better life. UNDP is on the ground in 166 countries, working with them on their own solutions to global and national development challenges. As they develop [local capacity](#), they draw on the people of UNDP and their wide range of partners. In each country office, the UNDP Resident Representative normally serves as the Resident Coordinator of development activities for the United Nations system as a whole. Through such coordination, UNDP seeks to ensure the most effective use of UN and international aid resources. More information about UNDP is available at the website <http://www.undp.org>.

- 1.2 UNDP is a semi-autonomous organization reporting to the UN General Assembly and the UN Economic and Social Council. The Convention on the Privileges and Immunities of the United Nations dated 13 February 1946 is the key legal document that sets out the UN's legal capacity, privileges and immunities necessary for the fulfillment of its purposes; and describes the status that its officials have been provided for the exercise of their functions. This Convention provides the precise confines of the UN's juridical personality.

2.0 **Participating UN Agencies**³

The following UN Agencies in [Maldives] require the banking services stipulated in this RFP:

- UNDP Maldives

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3.0 **Operational Requirements**

At the minimum, the UNDP and participating UN agencies require that:

- 3.1 The selected bank provides financial services that follow good business practices; meet accepted international industry standards and practices; comply with the standards established by industry regulatory bodies, professional associations or the individual financial services provider; and conform with international and national laws and regulations.
- 3.2 the selected bank is a member of SWIFT.
- 3.3 Payees receive, without service fee deductions, the full amount of the payments made by wire transfer; by cheque; or by cash.
- 3.4 Fees are invoiced in a clearly and easily identifiable manner, preferably on a monthly basis.
- 3.5 The point of contact for customer service is a single dedicated person.
- 3.6 The selected bank maintains physical, electronic and procedural safeguards to protect Customer Information; ensures employees authorized to access Customer Information are appropriate and are permitted to do so for business purposes only; binds its employees by a code of ethics that requires confidential treatment of Customer Information; and subject its employees to disciplinary action if they fail to follow the prescribed code.

³ Replace all references to "Participating UN Agencies" with "UNDP" if the banking services described in the RFP will be used exclusively by UNDP without the involvement of other UN Agencies

4.0 **Key Attributes of the Banking Services and Structure Required by UNDP and UN Agencies**

The key attributes of the banking structure of the UNDP and Participating UN Agencies in Maldives are as follows:

<i>Item⁴</i>	<i>Data</i>
Bank Accounts:	
Number of Accounts	2 (two) USD and MVR
Types of Accounts	Current accounts
Purpose Accounts	
Entity of the accounts belong to	UNDP Maldives
Payment Types:	
Wire Transfers (monthly volume)	> \$ 1million and <\$500,000
Cheques (monthly volume)	+/- \$500,000
Other (monthly volume)	
Related Data:	
Average No. of Monthly Transactions	120 transactions (MVR account) 50 transactions (USD account)
Peak Volume Periods in the Month	20-30 th
Peak Volume Periods in the Year	October to December
Countries to which payments are generally made	Maldives
Currencies in which payments are made	MVR and USD
Systems from which payments are originated. <i>e.g. enterprise resource planning; treasury workstation; PC system</i>	ERP system
Average amount of US\$ converted each month into national currency	USD 500,000.00
Number of UNDP and UN Participating Agencies Staff	50 staff

5.0 **Recommended Presentation of Proposal**

The Proposal shall contain the following:

- a) Proposal Submission Letter (see Section 4)
- b) Technical Proposal set out in the format of the Technical Proposal Form (see Section 5). This should include all relevant information and documentation listed in the Data Sheet, and all other documents necessary to demonstrate that the Bank meets all requirements stipulated in this RFP and the criteria for proposal evaluation;
- c) Financial Proposal set out in the format of the Financial Proposal Form (see Section 6);
- d) Personal Banking Services Form (see Section 7)

⁴ All data in the table must be broken down per participating UN agencies.

6.0 Technical Proposal

6.1 The Bank shall structure the Technical Proposal of its Proposal to include the following:

- a) Information about the Bank's corporate identity and background, including information about its financial ratings, if rated by independent third-party rating agencies (e.g., Standard & Poor's, Moody's, Fitch Ratings);
- b) Descriptions in brief that demonstrate the Bank's services meet the requirements set out in this RFP; that demonstrate the Bank's responsiveness to the specifications by identifying the precise components proposed; that address the requirements point by point; that state comprehensively the essential performance characteristics; and that explain how the proposed services offered meet or exceed the specifications **[This should fully explain the Bank's resources in terms of current facilities; and any plans for their expansion and timing];**
- c) Describe the organizational unit(s) that will become responsible for the contract **[This should fully explain the Bank's resources in terms of personnel];**
- d) Explain briefly the Bank's experience in providing similar services;
- e) Identify the focal person(s) or Account Manager(s) who will represent the Bank in any future dealing with UNDP/UN Agencies.

6.2 The Bank shall ensure the following:

- a) The Technical Proposal does not contain any pricing information on the services offered unless specifically requested. [Pricing information shall be separated and only contained in the Financial Proposal.]
- b) The numbering system in its Proposal corresponds with the numbering system used in the Technical Data Form;
- c) All references to relevant and descriptive materials and documents are included in the appropriate response paragraph;
- d) The actual materials and documents are provided as attachments to the Proposal; and
- e) The information that the Bank considers proprietary is clearly marked "proprietary" next to the relevant part of the text **[The UNDP will then treat the information accordingly]**.

7.0 Financial Proposal

The Bank shall indicate in its Financial Proposal the prices of the banking services it proposes to supply under the contract. All prices shall be quoted in the national currency or in US Dollars, or as may be specified in the **Data Sheet**.

8.0 Personal Banking Services Proposal

8.1 Banks should be mindful that, if it should enter into a contract with the UNDP, it will benefit not only from servicing the UNDP and participating UN agencies but also from the large number of personal accounts that their staff may open and from the related business that will be generated.

- 8.2 The Bank shall structure the Personal Banking Services Proposal to include the services that it will provide to staff members of the UNDP and participating UN agencies and the prices it will charge for those services.
- 8.3 The segment on the personal banking services will not be reviewed and evaluated until after the Technical and Financial Proposals have been evaluated and only if the Evaluation Panel determines that the Technical and Financial Proposals of the top two winning banks are equal.

9.0 **Evaluation and Comparison of Proposals**

- 9.1 A three-stage procedure is utilized in evaluating the proposals. The evaluations of the Technical Proposals are completed prior to the opening, evaluation and comparison of the Financial Proposals; and the evaluations of the Financial Proposals are completed prior to the opening, evaluation and comparison of the Personal Banking Service Proposals.
- 9.2 In the first stage, the Technical Proposals are evaluated on the basis of their responsiveness to the RFP. Evaluation is conducted in accordance with the criteria set out in the section *“Technical Evaluation Criteria”*
- 9.3 In the second stage, the only Financial Proposals considered are those of the Banks whose Technical Proposals have been equal or have exceeded the minimum score of 70% of the obtainable score of 100 points (i.e., shortlisted banks). The Financial Proposals of those Banks are opened, evaluated and compared. The successful Proposer will be that of the Bank that has achieved the highest technical score combined with the lowest financial terms on a weighted basis (70% technical and 30% financial).

If the Evaluation Panel should agree that the Technical and Financial Proposals from two or more banks are equal both technically and financially, the deciding factor will then be their Personal Banking Services Proposals.

- 9.4 In the third stage, if necessary, the shortlisted banks in the second stage Personal Banking Services Proposals are opened and evaluated.

10. **Technical Evaluation Criteria**

The criteria and the relevant obtainable points that will be used for evaluating the technical proposals shall be as follows. The obtainable number of points specified for each criterion indicates the relative significance or weight of the item in the overall evaluation process.

	Criteria	Max. Points Obtainable	Banks' Scores				
			A	B	C	D	E
A	BACKGROUND						
	Safety & Soundness (based on credit ratings and financial statements ratios)	15					
	Geographical Coverage & Presence (based on branch network in the country, electronic banking capability, and correspondent banks and alliances to reach beneficiaries/payees)	15					
B	BANK SERVICES						
	Transactional Services (based on deposit and payment services)	15					
	Foreign Exchange (based on competitiveness of quotes, execution, and timely settlement)	15					
C	ELECTRONIC BANKING, SECURITY CONTROL, AND INFORMATION REPORTING						
	Electronic Banking (payment initiation, local interface with UNDP ERP system, XML ISO 20022, SWIFT interface, STP interface accepting UNDP UFF file format) <i>please specify in details the different proposed solution and how to integrate with UNDP ERP</i>	10					
	Security Control for Electronic Banking and Interface	5					
	Information Reporting (type of reporting - SWIFT MT940, bank web-based online system, bank system installed on the client's site, fax, PDF, or mail and frequency of the reporting)	10					
D	CUSTOMER SERVICE						
	Customer Service (dedicated service representative and relationship manager, timeliness and accuracy in response to inquiry and resolving problems including problems at the corresponding banks, frequency of customer visits to understand customer needs)	10					
E	RISK MANAGEMENT						
	Business Contingency Planning and Disaster Recovery	5					
F	Other Services						
	Country specific requirement that does not fit into category A to E (contact treasury.cash.management@undp.org) to finalize						
TOTALS		100					

Section 4: Proposal Submission Form

[insert: *Location, Date*]

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

Dear Sir/Madam:

We, the undersigned, hereby offer our Proposal to provide banking services for UNDP **IN MALDIVES** in accordance with your Request for Proposal dated [insert: *Date*]. We are hereby submitting our Proposal, which includes the Technical Proposal, the Financial Proposal, and the Personal Banking Proposal, sealed under separate envelopes.

We hereby declare that all the information and statements made in this Proposal are true and we accept that any misinterpretation contained in it may lead to our disqualification.

We confirm that we have read, understood and hereby accept the Terms of Reference describing the duties and responsibilities of this assignment, and the General Terms and Conditions of UNDP's Standard Agreement for Banking Services.

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

We undertake, if our Proposal is accepted, to initiate the services related to the banking services no later than the date indicated in the Data Sheet.

We fully understand and recognize that UNDP is not bound to accept this Proposal, that we shall bear all costs associated with its preparation and submission, and that UNDP will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the evaluation.

We remain,

Yours sincerely,

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

Name and Title of Signatory: _____

Name of Bank: _____

Contact Details: _____

Section 5: Technical Proposal Form

[Proposers are expected to insert your full response in the box provided next to each topic. Attachments should be numbered and listed in the relevant box]

A. BANK BACKGROUND	
Safety and Soundness	
A1	Provide credit ratings for the bank and/or bank holding company from: <ul style="list-style-type: none"> Either Standard & Poor's; Moody's; Fitch, or The country based domestic rating agency (specify the name), or The bank ranking issued by the country's Central Bank
A2	Provide the most recent audited financial statements. Provide details of the parent, major shareholders and their legal relationship to the bank. Provide financial data and ratios for most recent two consecutive years: <ul style="list-style-type: none"> Total Assets Total Liabilities Net Income Return on Assets Bank Core Capital / Total Deposit Liabilities Ratio Bank Core Capital / Total Risk Weighted Assets Ratio Bank Liquidity Ratio
Geographical Coverage & Presence	
A3	Describe your coverage and presence in this country. Include information about: <ul style="list-style-type: none"> How long you have been operating The number of branches, locations and capacities of these branches Describe payment service capability in locations where you don't have branches Describe your correspondent bank alliance within the country
B. BANK SERVICES	
Transactional Services	
B1	Explain how you handle beneficiary charges. Does the beneficiary receive the full amount of the payment? How do you handle fees charged by corresponding bank?
B2	<ul style="list-style-type: none"> State the processing time for in-country wire transfers and out-of-country wire transfers State the daily cutoff time for receiving client wire transfer authorization either by written memo or by electronic means Describe security verification procedure for manual payment instructions (written memo)
B3	Provide the funds availability schedule for (specify currency as appropriate): <ul style="list-style-type: none"> Check deposit In-country wire transfer deposit (credit) International wire transfer deposit (credit)
B4	Describe your solutions or product offering for handling small amount non-recurring payments to beneficiaries who do not have bank accounts
Foreign Exchange	
B5	List the currencies in which foreign exchange services are offered

B6	Describe the methodology used to establish the exchange rates used for quotes on purchase or sale of currencies.	
B7	State whether you provide same day credit in local currency for the sale and conversion of a USD or EURO check to local currency. If same day credit is not given, what is the normal settlement period for Foreign Exchange transactions done by sale of an USD or EURO check?	
B8	State the normal settlement period for a Foreign Exchange transaction via Electronic Funds Transfer requiring the sale of USD or EURO by the UN for local currency.	
B9	Give the normal cut-off times for foreign exchange transactions.	
C. ELECTRONIC BANKING, SECURITY & CONTROL, AND INFORMATION REPORTING		
Electronic banking		
C1	Describe the features and capabilities of the electronic banking system you propose for this RFP. Discuss whether the electronic banking system can interface with the client's ERP system, specifically the capability to process PeopleSoft UFF (universal-flat-file-format) file containing payment information (file format attached)	
C2	Describe the methods by which the client can access the electronic banking system. State whether:	
	<ul style="list-style-type: none"> • Local dial-up access • – • Straight through Processing (STP) • How the implementation of either above access is carried out • Ongoing security administration for access 	
Security & Control for Electronic Banking and Interface		
C3	<ul style="list-style-type: none"> • Is the interface 100% automated (Host to Host (H2H)) • If not, describe the % of manual intervention • Describe the control mechanism to minimize the risk for manual intervention • System upgrade plan for improve security and controls 	
Information reporting		
C4	Describe the information reporting capabilities: <ul style="list-style-type: none"> • Frequency of the reporting • Type and detail level of the reporting (daily, weekly or monthly). Provide the sample report(s) • Method of reporting (SWIFT MT940, web based online banking system) 	
D. CUSTOMER SERVICE		
Customer Service		
D1	Describe your approach to managing the relationship with the UNDP and participating UN agencies: <ul style="list-style-type: none"> • Provide dedicated service representative and relationship manager • Commitment to respond to inquiry timely and resolve problems satisfactorily including problems at the corresponding banks • Frequency of client visits • Understand client needs/challenges and ability to match suitable products/solutions 	
E. RISK MANAGEMENT		
Business Contingency Planning and Disaster Recovery		
E1	Describe your risk management practice including:	

	<ul style="list-style-type: none"> • Business contingency planning • Disaster recovery system and alternate operating location • Measures that ensure uninterrupted banking service to UNDP 	
F. OTHER SERVICES		

Section 6: Financial Proposal Form

A. FEES, CHARGES AND RATES

Provide a comprehensive price list in the national currency for all products or services proposed. Categorize each price as one time, monthly, quarterly, annual charge or transaction based charges. In addition:

- Specify the pricing guaranty period
- Describe the procedures for informing UNDP of price changes and the how advance of time the changes is communicated to UNDP
- Describe which charges are subject to volume discounts and state the minimum volumes
- Describe procedures for fee billing payment options/methods
- State whether there are any taxes due on the fees
- Describe procedures for currency lifting charges if applicable

	<i>Description</i>	<i>Category/ Period Covered</i>	<i>Proposed Fee (Amount)</i>
1	Account Maintenance	Per Account and per Month	
2	Deposit <ul style="list-style-type: none"> • Check • Book 		
3	Foreign Exchange Transactions specifically sale of US Dollars or EUROS for local currency		
4	Wire Transfers - Incoming		
	• Domestic	Per Transaction	
	• International	Per Transaction	
5	Wire Transfers - Outgoing		
	• Domestic	Per Transaction	
	• International	Per Transaction	

6	Cheques Paid	Per Transaction	
7	Cheque Books (specify quantity per order)	Per Order	
8	Balance and Transaction Reporting (list applicable reports and respective fees)		
	• Daily Prior-Day Report	Per Month	
	• Transaction Reports	Per Month	
9	Interest on Current Account		
10	Electronic Banking		
11	Other Services Fees		

Section 7 : Personal Banking Services Form

Service	Yes/No	Details
Current (Checking) Account		
Interest on Current (Account		
Minimum Balance Requirement		
Debit Card		
ATM Card		
Deposit insurance protection		
Credit Cards		
Signature Loan ⁵		
Auto Loan		
Home Improvement Loan		
Line of Credit ⁶		
Education Loan		
Savings/Share Certificate Secured Loan ⁷		
Equity Loan ⁸		
Savings Accounts		
Share Certificates		
Club Accounts		
Money Market Accounts		
Wire Transfer Fees		
ATM Fees or Charges		

⁵ An all-purpose, unsecured loan for qualified staff

⁶ Automatic transfer of funds from a pre-established credit line to cover insufficient funds in the Current Account.

⁷ A savings-secured or a share certificate-secured loan is secured against the funds deposited in the account holder's Savings Share Certificate account.

⁸ A revolving line of credit using the account holder's home as collateral.

Per Cheque Charge		
Charge for Personalized Cheques		
Other Fees and Service Charges		



AGREEMENT FOR BANKING SERVICES

AGREEMENT, dated as of _____, _____ between **THE UNITED NATIONS DEVELOPMENT PROGRAMME**, a subsidiary organ of the United Nations, having its Headquarters at 1 UN Plaza, New York, New York 10017 (hereinafter "UNDP") [and _____, a _____ [banking corporation/national banking association] [revise when type of banking entity is known] having offices at _____ (the "Bank"). UNDP and the Bank are hereinafter collectively referred to as the "Parties" and individually as a "Party".

WHEREAS, UNDP wishes to enter into arrangements with the Bank for the establishment of certain accounts for the deposit and maintenance of funds of UNDP (the "Accounts") and for the performance of various banking services described in this Agreement (collectively, the "Services"), such Services to be performed in conformity with this Agreement;

WHEREAS, the Bank is in the business of performing, and has offered to perform, such Services;

WHEREAS, it is absolutely essential to UNDP that the Accounts and the funds and assets therein, and all transactions, data and information relating thereto, be secure from misuse and from unauthorized access, use, tampering or intrusion and that the Services rendered in connection with such Accounts, funds, assets and transactions be reliable and secure;

WHEREAS, the Bank represents that it is fully qualified and ready, willing and able to perform all of the services required of it in accordance with the terms and conditions of this Agreement;

WHEREAS, the Accounts shall enjoy the privileges and immunities accorded to UNDP;

NOW, THEREFORE, UNDP and the Bank hereby mutually agree as follows:

PART 1: TERMS OF GENERAL APPLICATION

- 1.1 Applicability. The terms and conditions set forth in this Part 1 shall apply to and govern this Agreement in its entirety. In the event and to the extent of any conflict between the terms and conditions set forth in this Part 1 and any other provisions of this Agreement, the terms and conditions of this Part 1 shall prevail.

- 1.2 Agreement Documents. This document, including all of its Annexes, which are incorporated herein by reference, constitutes the entire Agreement (herein referred to as the “Agreement” or “this Agreement”) between UNDP and the Bank for the provision of the Services. The Annexes to this Agreement are the following:

- Annex 1: Account Information Schedules
- Annex 2: Schedule of Fees
- Annex 3: Request for Proposal dated _____(the “RFP”)]
- Annex 4: Proposal dated _____(the “Proposal”)]

In case of any inconsistency among the documents constituting this Agreement, the following order of priority shall apply:

- (a) This document; and
- (b) The Annexes in the order listed above.

- 1.3 Establishment of Accounts and Provision of Services.

1.3.1 The Bank shall open Accounts on behalf of UNDP for the receipt of funds and for the making of payments. Accounts shall be opened by means of an Account Information Schedule substantially in the form attached as Annex 1 hereto signed by the UNDP Treasurer. Each Account Information Schedule shall set forth, among other things, the Authorized UNDP Officials who have authority with respect to certain types of transactions, as well as any information, specifications, instructions and limitations relating to each Account. The Bank shall perform with respect to each Account such Services as have been designated in the respective Account Information Schedule. Accounts may be opened or closed, and an Account Information Schedule may be amended, only by means of a written document signed by the joint signatures of two UNDP headquarters signatories.

1.3.2 The Accounts shall contain only funds paid therein pursuant to this Agreement and interest income earned by such funds. Such funds and income shall be regarded as specifically identified assets held by UNDP.

1.3.3 The Bank shall administer the Accounts and perform the Services in full conformity with the terms and conditions of this Agreement.

1.3.4 The Bank shall have no power or authority to pay, transfer, assign, hypothecate, negotiate, pledge or otherwise dispose of or deliver any funds or other assets from time to time held by the Bank pursuant to this Agreement, in the Accounts or otherwise, to any person or entity, whether Governmental or otherwise, except in strict accordance with the express terms and conditions of this Agreement. The Bank shall have no rights in or to the funds or assets held by it pursuant to this Agreement, whether in the Account or otherwise, except as expressly provided in this Agreement.

- 1.4 Reports and Statements of Account. The Bank shall provide such reports and statements of account with respect to balances in the Accounts as UNDP may reasonably request, including without limitation, [daily] accountings of debits and credits to, and the balance of, the Accounts.

The Bank shall provide full transaction details regarding any and all debits and credits mentioned in the [daily] transaction reports.

- 1.5 Legal Status. The Bank shall be considered as having the legal status of an independent contractor vis-à-vis UNDP. The Bank's personnel and subcontractors shall not be considered in any respect as being the employees or agents of UNDP.
- 1.6 Source of Instructions. Except as otherwise provided in this Agreement, the Bank shall neither seek nor accept instructions from any authority external to UNDP in connection with the performance of the Services. The Bank shall refrain from any action which is inconsistent with the terms and conditions of this Agreement, whether express or implied, or which it knows or has reason to know may adversely affect UNDP and shall fulfill its commitments with the fullest regard for the interests of UNDP.
- 1.7 Bank's Responsibility for Employees. The Bank shall be responsible for the professional and technical competence of its employees and will select, for work under this Agreement, reliable individuals who will perform effectively in the implementation of this Agreement and conform to a high standard of moral and ethical conduct.
- 1.8 Assignment. The Bank shall not assign, transfer, pledge or make other disposition of this Agreement or any part thereof or of any of the Bank's rights, claims or obligations under this Agreement except with the prior written consent of UNDP.
- 1.9 Subcontracting. In the event the Bank requires the services of subcontractors in the fulfillment of the terms of this Agreement, the Bank shall obtain the prior written approval and clearance of UNDP for all subcontractors. The approval of UNDP of a subcontractor shall not relieve the Bank of any of its obligations under this Agreement. The terms of any subcontract shall be subject to and conform with the provisions of this Agreement.
- 1.10 Officials Not To Benefit. The Bank warrants that no official of UNDP has received or will be offered by the Bank any direct or indirect benefit arising from this Agreement or the award thereof. The Bank agrees that breach of this provision is a breach of an essential term of this Agreement.
- 1.11 Indemnification; Liability for Loss of Funds, etc.
 - 1.11.1 The Bank shall indemnify, hold and save harmless and defend, at its own expense, UNDP, its officials, agents, servants and employees, from and against, and pay or reimburse each of the foregoing for, all suits, claims, proceedings, demands and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Bank or its employees, agents, servants or subcontractors in the performance of this Agreement. This provision shall also extend, *inter alia*, to claims and liability in the nature of worker's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Bank, its employees, officers, agents, servants or subcontractors.
 - 1.11.2 In addition to and without limiting the foregoing, the Bank shall be liable for loss of or damage to funds or other property or assets held by it in connection with the performance of this Agreement caused by actions or omissions of the Bank, its employees, agents,

servants or subcontractors, including but not limited to theft, misappropriation, fraud or misfeasance.

- 1.11.3 The provisions of this Article 1.11 shall not lapse upon expiration or termination of this Agreement.

1.12 Insurance.

- 1.12.1 The Bank shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Agreement and in an adequate amount to cover loss of or damage to funds or other property or assets held by it in connection with the performance of this Agreement.
- 1.12.2 The Bank shall provide and thereafter maintain a Bankers Blanket Bond, Computer Crime and Professional Liability insurance in amounts, which are customary for institutions of the Bank's size. The Bankers Blanket Bond shall include coverage for: employee fidelity, on-premises and in-transit losses, forgery or alteration, securities loss, counterfeit currency and computer crime (including facsimile, voice- initiated transfer and electronic payment instructions). The Bank represents that the amount of its Bankers Blanket Bond is not less than \$_____ and the amount of Professional Liability insurance is not less than \$_____. The Bank shall promptly inform UNDP in writing should these amounts of coverage change substantially. Any deductibles under the foregoing bond and policies apply only to the Bank and in no way limit the liability of the Bank to UNDP under this Agreement.
- 1.12.3 The Bank shall provide and thereafter maintain all appropriate worker's compensation insurance, or its equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Agreement.
- 1.12.4 The Bank shall also provide and thereafter maintain commercial general 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 Agreement.
- 1.12.5 Except for the worker's compensation insurance, the insurance policies under this Article 1.12 shall: (i) name UNDP as an additional insured; (ii) include a waiver of subrogation of the Bank's rights to the insurance carrier against UNDP; and (iii) provide that UNDP shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.
- 1.12.6 The Bank shall provide satisfactory proof of the insurance required under this Article 1.12.

1.13 Encumbrances/Liens.

- 1.13.1 The Bank shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or remain on file in any public office or on file with UNDP against any monies due or to become due for any services rendered under this Agreement, or by reason of any other claim or demand against the Bank.

- 1.13.2 Under no circumstances shall the Bank, for its own benefit or the benefit of any other person or entity, have, create or permit any lien, attachment or other encumbrance against funds or assets held by it pursuant to this Agreement, whether in the Account or otherwise.
- 1.13.3 The Bank shall, at no cost to UNDP, take all necessary steps to prevent the placement of any lien, attachment or other encumbrance on the Account or the funds therein and to obtain the immediate removal of any such lien, attachment or encumbrance that has been placed thereon. UNDP shall assist in such ways as it considers appropriate in preventing the placement or obtaining the removal of any such lien, attachment or other encumbrance, including assistance in upholding the privileges and immunities of the Account.
- 1.14 Title to Equipment. Title to any equipment and supplies which may be furnished by UNDP shall rest with UNDP and any such equipment shall be returned to UNDP at the conclusion of this Agreement or when no longer needed by the Bank for the performance of this Agreement, whichever occurs first. UNDP makes no warranty of any kind regarding the condition of such equipment and supplies, and the equipment and supplies shall be used only for the purpose of this Agreement. Such equipment, when returned to UNDP, shall be in the same condition as when delivered to the Bank, subject to normal wear and tear.
- 1.15 Copyright, Patents and other Proprietary Rights. UNDP shall be entitled to all intellectual property and other proprietary rights including but not limited to patents, copyrights and trademarks, with regard to documents and other materials prepared or collected by the Bank for UNDP pursuant to this Agreement or which are comprised of data or information (including account information) relating essentially to UNDP. At UNDP's request and at its expense, the Bank shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring them to UNDP in compliance with the requirements of the applicable law.
- 1.16 Use of Name, Emblem or Official Seal of UNDP. The Bank shall not advertise or otherwise make public the fact that it is a contractor with UNDP, nor shall the Bank, in any manner whatsoever, use the name, emblem or official seal of UNDP, or any abbreviation of the name of UNDP in connection with its business or otherwise.
- 1.17 Confidentiality and Nondisclosure.
- 1.17.1 The Bank shall hold and keep in confidence all messages and other data and information received by it under this Agreement, or relating to any transaction involving the Bank or the Account or to funds or other assets held by the Bank pursuant to this Agreement, or relating to any of the Services performed by the Bank under this Agreement. Such messages, data and information will remain the property of UNDP and, upon expiration or termination of this Agreement, will upon request be returned to UNDP by the Bank. The above-mentioned messages, data and information will not be used by the Bank for any purpose other than that of rendering the Services under this Agreement, nor will such messages, data and information or any part thereof be disclosed to third parties, by the Bank, its employees, servants, agents or subcontractors.
- 1.17.2 The Bank may not communicate at any time to any other person, entity, Government or authority external to UNDP any information known to it by reason of its association with

UNDP which has not been made public except with the prior authorization of UNDP; nor shall the Bank at any time use such information to private advantage.

- 1.17.3 The obligations set forth in this Article 1.17 shall not lapse upon expiration or termination of this Agreement.

1.18 Force Majeure; Other Changes in Conditions.

- 1.18.1 In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Bank shall give notice and full particulars in writing to UNDP of such occurrence if the Bank is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Agreement. The Bank shall also notify UNDP of any other changes in conditions or the occurrence of any event which interferes or threatens to interfere with its performance of this Agreement. Notwithstanding the foregoing, the Bank shall use its best efforts to avoid, minimize, mitigate or remedy as soon as possible, the consequences of such event, occurrence or change which caused such force majeure or interfered or threatened to interfere with the Bank's performance of its obligations under this Agreement. On receipt of the notice required under this Article, 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 Bank of a reasonable extension of time in which to perform its obligations under this Agreement.
- 1.18.2 If the Bank is rendered permanently unable, wholly or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Agreement, UNDP shall have the right to suspend or terminate this Agreement upon not less than seven (7) days prior written notice to the Bank.
- 1.18.3 Force majeure as used in this Agreement means acts of God, war (whether declared or not), invasion, revolution, insurrection or other acts of a similar nature or force, provided that such event renders the Bank, wholly or in part, unable to provide to its customers in general services of the nature of the Services to be provided under this Agreement.

1.19 Fees.

- 1.19.1 In consideration of the complete and satisfactory performance by the Bank of the Services and other obligations under this Agreement, the Bank shall be paid the fees and charges set forth in Annex 2. The fees and charges set forth in Annex 2 are the only fees and charges payable by UNDP under this Agreement.
- 1.19.2 The Bank shall submit invoices with supporting documentation on a monthly basis for fees, charges and all other payments due to the Bank under this Agreement to UNDP {insert name and address of Country office here}. Invoices shall be paid as follows:
- (a) Payment shall be made within thirty (30) days of receipt of the invoice and supporting documentation by UNDP, unless UNDP disputes the invoice or a portion thereof. Such payments shall be made by means of an instruction by UNDP to the Bank to debit the relevant Account for the amount of the payment to be made against the invoice. With

respect to disputes regarding only a portion of the invoice, UNDP shall pay the Bank the amount of the undisputed portion within thirty (30) days. If a dispute regarding an invoice or a portion thereof has been resolved in favour of the Bank, UNDP shall pay the Bank expeditiously.

- (b) Without prejudice to UNDP's rights under paragraph (c) of this Article 1.19.2, UNDP shall notify the Bank within thirty (30) days of its receipt of an invoice if UNDP intends to dispute the invoice or any portion thereof. Such notification shall include a brief explanation of the reasons why UNDP disputes the invoice.
- (c) Each invoice paid by UNDP shall be subject to a post payment audit by UNDP's auditors or its authorized agents. The Bank shall refund to the relevant Account any amounts shown by such audits to have been unauthorized or not in accordance with this Agreement within thirty (30) days of its receipt of a claim by UNDP to such refund, provided that UNDP shall claim such refund during the term of this Agreement or during a period of one (1) year following the expiration or prior termination of this Agreement.
- (d) The Bank shall notify UNDP within thirty (30) days of its receipt of UNDP's claim to a refund if it intends to dispute the refund or any portion thereof. Such notification shall include a brief explanation of the reasons why the Bank disputes the refund. If the Bank disputes only a portion of such refund, it shall refund the amount of the undisputed portion within thirty (30) days. In the event that the Bank fails to make, or disputes, a refund or a portion thereof, UNDP may withhold the amount in question from further amounts payable to the Bank under this Agreement.
- (e) In the event that the Bank disputes a refund or a portion thereof, the amount withheld pursuant to paragraph (d), above, shall be identified, segregated and held in the relevant Account pending the resolution of such dispute. If the dispute is resolved in favour of the Bank, UNDP shall pay the disputed amount from the amount identified, segregated and held in such Account by the Bank debiting such amount from the Account. If the dispute is resolved in favour of the entitlement of UNDP to the refund, and if UNDP has not withheld the disputed amount pursuant to paragraph (d) above, the Bank shall expeditiously refund such disputed amount or portion thereof to such Account.
- (f) UNDP and the Bank shall consult in good faith to promptly resolve outstanding issues with respect to any disputed invoice or any dispute regarding a claim by UNDP to a refund. Should such a dispute not be resolved within thirty (30) days after written notification that UNDP intends to dispute an invoice or that the Bank intends to dispute a refund, as the case may be, such dispute will be resolved according to the terms of Article 1.22 of this Agreement ("Settlement of Disputes").

1.20 Term and Termination.

- 1.20.1 This Agreement will enter into force as of the date when both Parties have signed this Agreement (herein referred to as the "Effective Date"). This Agreement will continue in

effect for a period of _____ (__) [years] from the Effective Date (the "Initial Term") unless sooner terminated as provided in this Agreement. This Agreement may be renewed, at the sole option of UNDP, on the same terms and conditions hereof, for _____ (__) additional periods of _____ (__) [years] each, by means of a written notification of such renewal by UNDP to the Bank not later than _____ (__) days prior to the expiration of the then current term.

1.20.2 Notwithstanding anything contained in Article 1.20.1, and without prejudice to any other right or remedy UNDP may have under this Article 1.20 or otherwise under this Agreement, this Agreement may be terminated, in whole or in part, upon the following terms:

- (a) Either Party may terminate this Agreement at any time upon written notice to the other Party in the event that the other Party fails to perform any of its material obligations hereunder or breaches any representation or warranty made herein, which failure or breach is incapable of cure or which, being capable of cure, has not been cured within [sixty (60)] days after receipt of notice thereof from the terminating Party; or
- (b) UNDP may terminate this Agreement upon not less than thirty (30) days prior written notice to the Bank, in the event of a change of control of the Bank. For the purpose of the foregoing, "change of control" means (A) a sale, transfer or other conveyance of all or substantially all of the assets of the Bank, or (B) the acquisition by any person or group of more than _____ percent [30%] of the total voting power of all voting stock then outstanding of the Bank.

1.20.3 UNDP may, without prejudice to any other right or remedy it may have under this Article 1.20 or otherwise under this Agreement, terminate this Agreement forthwith upon any of the events listed below upon written notice to the Bank:

- (a) In the event of any material adverse change in the Bank's financial condition,
- (b) If a trustee, conservator, committee, liquidating agent or governmental authority shall be appointed for the Bank to take possession of or any substantial part of the business or assets of the Bank or if bankruptcy or other proceedings shall be commenced for any such purpose;
- (c) If the rights, privileges and franchises of the Bank shall be declared forfeited by any governmental authority or a proceeding is commenced for such purpose, and such declaration or proceedings adversely affect or could adversely affect the performance by the Bank of the Services, or any Service, under this Agreement;
- (d) If the shareholders of the Bank affirmatively vote to place the Bank into liquidation or proceedings are commenced for such purpose;
- (e) If a government authority shall bring a suit against the Bank pursuant to a banking or other regulatory statute and said suit adversely affects, or could adversely affect, the performance by the Bank of the Services, or any Service, under this Agreement; or
- (f) If the transaction of the usual business of the Bank is suspended for any reason, or if a

committee of any creditors or a liquidating agent is appointed to operate such business.

- 1.20.4 UNDP may, without prejudice to any other rights or remedy it may have under this Article 1.20 or otherwise under this Agreement, terminate this Agreement upon thirty (30) days written notice to the Bank in the event that UNDP's legislative body does not appropriate funds for the continuation of this Agreement.
- 1.20.5 In the event of any termination, no payment shall be due to the Bank except for Services performed in conformity with the express terms of this Agreement.
- 1.20.6 Upon any termination of this Agreement, (i) all Services pursuant to this Agreement shall automatically and simultaneously terminate on such date as UNDP may designate, (ii) UNDP shall return to the Bank all documentation and materials that remain the property of the Bank and were provided to UNDP by the Bank in connection with any Service; and (iii) the Bank shall deliver to UNDP, as instructed in writing by two Authorized UNDP Officials, all funds and other property held by the Bank pursuant to this Agreement.
- 1.20.7 Nothing in this Article 1.20 or elsewhere in this Agreement shall obligate UNDP to use any amount or quantity of the Services or any of them, or to guarantee a minimum usage of the Services or any of them. Subject to the conditions in this paragraph, nothing shall restrict or limit the right of UNDP to withdraw or transfer all or any part of the funds or other assets held or administered by the Bank immediately and without any prior written notice.
- 1.21 Non-Exclusivity. UNDP reserves the right at any time, including but not limited to during the term of this Agreement, to enter into any agreements or arrangements with any other entity or entities for any of the Services as necessary to carry out its mandated activities. UNDP shall incur no liability to the Bank by virtue of its entry into such agreements or arrangements.
- 1.22 Settlement of Disputes.
- 1.22.1 Amicable Settlement. The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of or relating to this Agreement 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.
- 1.22.2 Arbitration. Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or invalidity thereof, unless settled amicably under Article 1.22.1 within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining, and the directions contained in this Article 1.22.2. The arbitrators shall have a working knowledge of banking practices of major banks, including the Services. The arbitral tribunal shall have no authority to award punitive damages. The Parties shall be bound by the arbitration award rendered in accordance with such arbitration as the final adjudication of any such dispute, controversy or claim.

1.23 Privileges and Immunities.

1.23.1 Nothing in or relating to this Agreement shall be deemed a waiver, express or implied, of any of the privileges and immunities of UNDP, including its subsidiary organs, and no provision of this Agreement shall be interpreted or applied in a manner, or to an extent, inconsistent with such privileges and immunities.

1.23.2 The Account shall enjoy the privileges and immunities of UNDP, including full immunity from any attachment, lien or other encumbrance against such Account or any funds therein.

1.24 Tax Exemption.

1.24.1 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 UNDP exemption from such taxes, duties or charges, the Bank shall immediately consult with UNDP to determine a mutually acceptable procedure.

1.24.2 Accordingly, the Bank shall not include in its fees any amount representing such taxes, duties or charges, unless the Bank has consulted with UNDP before the payment thereof and UNDP has, in each instance, specifically authorized the Bank to pay such taxes, duties or charges under protest. In that event, the Bank shall provide UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

1.25 Notices. Except as otherwise provided in this Agreement, any and all notices permitted or required hereunder shall be in writing and delivered by hand, transmitted by telecopier (facsimile) with transmittal receipt, or sent via certified or registered mail, return receipt requested, to the Parties at the addresses hereafter stated or such other addresses as the Parties may specify in writing.

If to UNDP: UNDP, One UN Plaza
New York, New York 10017
Attention: The Treasurer

If to the Bank: _____

Attention: _____
Fax: _____

Notices delivered by hand or by telecopier (facsimile) shall be deemed received upon receipt (in the case of telecopier transmission as evidenced by and on the date and at the time indicated in the telecopier transmittal confirmation), and those sent by certified or registered mail shall be deemed received as evidenced by and on the date indicated in the return receipt signed by the recipient.

- 1.26 Observance of the Law. The Bank shall comply with the laws, ordinances, rules and regulations applicable to it bearing on the performance of its obligations under the terms of this Agreement.
- 1.27 Authority to Modify. Only the authorized representative of UNDP possesses the authority to agree on behalf of UNDP to any modification of or change in this Agreement, to a waiver of any of its provisions or to any additional contractual relationship of any kind with the Bank. Accordingly, no modification or change in this Contract shall be valid and enforceable against UNDP unless provided by an amendment to this Agreement signed by the Bank and the Resident Representative.
- 1.28 Cooperation. The Bank agrees that at any time (whether before or after either Party has given notice of termination), upon request by the [Resident Representative] of UNDP [insert country name], it will cooperate fully with UNDP in facilitating the provision of banking services relating to the subject matter of this Agreement by another financial institution, including the transfer of any database or other information developed by the Bank relating to the Account and the Services.
- 1.29 Breakdown, Disaster Recovery. The Bank represents and warrants that it has in place, and will maintain for the entire term and duration of this Agreement, disaster recovery procedures which will be promptly implemented in the event of a partial or total failure, breakdown or impairment of the Bank's computer or other data processing, data transmission or communications systems, from any cause whatsoever. In such event, the Bank shall use its best efforts to avoid any interruption of the Services, and to limit such interruption to the shortest practicable time. The Bank shall periodically, at least annually, update and test the operability of its disaster recovery procedures and, upon request by UNDP, provide UNDP with a current written copy of such procedures and certify to UNDP that such procedures are fully operational. The Bank shall not be excused from attempting to implement its disaster recovery procedures as a result of a force majeure event. The Bank further represents and warrants that it has in place and will maintain for the entire term and duration of this Agreement suitable arrangements to safeguard against the destruction, loss or alteration of messages, data or other information or communications, including but not limited to messages, data, information and communications relating to the Account, the funds and assets therein, the Services, and transactions relating to the foregoing.
- 1.30 Liability of UNDP. UNDP shall bear no liability to the Bank under or in connection with this Agreement except as expressly provided in this Agreement.
- 1.31 Representations and Warranties by the Bank and UNDP.
- 1.31.1 Each of the Bank and UNDP represents and warrants to the other that this Agreement (i) has been duly authorized, executed and delivered by it and (ii) constitutes a legal, valid and binding agreement of it, enforceable in accordance with its terms, subject to the privileges and immunities of UNDP.
- 1.31.2 The Bank further represents and warrants that (i) it is fully qualified and ready, willing and able to perform all of the services required of it in accordance with the terms and conditions of this Agreement and (ii) any and all software provided hereunder or used in connection with the Services shall be able to accurately process date and time data and related information. If such software does not perform as aforesaid, the Bank shall promptly correct such non-performance at no additional cost to UNDP.

1.32 Child Labour.

- 1.32.1 The Bank 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.
- 1.32.2 Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Bank, at no cost to UNDP.

1.33 Mines.

- 1.33.1 The Bank 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.
- 1.33.2 Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Bank, without any liability for termination charges or any other liability of any kind of UNDP.

1.34 Sexual Exploitation.

- 1.34.1 The Bank 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 Bank 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 Bank 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 Bank 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 Bank, without any liability for termination charges or any other liability of any kind.
- 1.34.2 The UNDP shall not apply the foregoing standard relating to age in any case in which the Bank's personnel or any other person who may be engaged by the Bank 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 Bank's personnel or such other person who may be engaged by the Bank to perform any services under the Contract.

1.35 Audits and Investigations.

- 1.35.1 Each invoice paid by UNDP shall be subject to a post-payment audit by auditors, whether internal or external, of UNDP or the authorized agents of the UNDP at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract. The UNDP shall be entitled to a refund from the Bank for any amounts shown by such audits to have been paid by the UNDP other than in accordance with the terms and conditions of the Contract. Should the audit determine that any funds paid by UNDP have not been used as per contract clauses, the Bank shall reimburse such funds forthwith. Where the Bank fails to reimburse such funds, UNDP reserves the right to seek recovery and/or to take any other action as it deems necessary.
- 1.35.2 The Bank acknowledges and agrees that, at anytime, UNDP may conduct investigations relating to any aspect of the Contract, the obligations performed under the Contract, and the operations of the Bank generally. The right of UNDP to conduct an investigation and the Bank's obligation to comply with such an investigation shall not lapse upon expiration or prior termination of the Contract. The Bank shall provide its full and timely cooperation with any such inspections, post-payment audits or investigations. Such cooperation shall include, but shall not be limited to, the Bank's obligation to make available its personnel and any documentation for such purposes and to grant to UNDP access to the Bank's premises. The Bank shall require its agents, including, but not limited to, the Bank's attorneys, accountants or other advisers, to reasonably cooperate with any inspections, post-payment audits or investigations carried out by UNDP hereunder.

1.36 Limitation on Actions.

- 1.36.1 Except with respect to any indemnification obligations in Article 1.11 above, or as are otherwise set forth in this Agreement, any arbitral proceedings in accordance with Article 1.22.2 above, arising out of this Agreement must be commenced within three (3) years after the cause of action has accrued.
- 1.36.2 The Parties further acknowledge and agree that, for these purposes, a cause of action shall accrue when the breach actually occurs, or, in the case of a breach of warranty, when the Services are provided, except that, if a warranty extends to future provision of the Services and the discovery of the breach consequently must await the time when such Services are provided in accordance with the requirements of the Agreement, the cause of action accrues when such time for the provision of the Services actually begins.

1.37 Miscellaneous.

- 1.37.1 No failure on the part of either Party to exercise, and no delay in exercising, any right or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise by either Party of any right or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right.

- 1.37.2 In the event that any one of the provisions of this Agreement shall be held to be invalid, illegal, or unenforceable in any respect, the validity, legality, or enforceability of the remaining provisions of this Agreement shall not be affected or impaired thereby.
- 1.37.3 This Agreement constitutes the entire agreement of the Parties with respect to the Services (except as otherwise expressly provided herein) and supersedes and replaces any previously made proposals, representations, warranties or agreements, express or implied, either oral or in writing, between the Parties.

PART 2: FUNDS TRANSFER SERVICES

2.1 General Terms for Funds Transfers.

- 2.1.1 Execution of Payment Instructions. The Bank shall execute each payment instruction received by it in the name of UNDP as sender, provided that UNDP has sufficient available funds on deposit in the relevant Account and provided that the payment instruction is issued and received in accordance with the terms of this Agreement.
- 2.1.2 Binding Nature of Payment Instructions. UNDP shall be bound by any payment instructions if, but only if, they were issued in its name, conformed with the requirements of this Agreement, purported to be issued by Authorized UNDP Officials, and were accepted and acted upon in good faith by the Bank in compliance with the relevant security procedures set forth in this Agreement.
- 2.1.3 Rejection of Payment Instructions. If the Bank rejects or fails to execute a payment instruction of UNDP, then, no later than 12:00 p.m. on the payment date, if not otherwise agreed, the Bank shall notify UNDP of its rejection of the payment instruction in the same form as the payment instruction was received (i.e. electronic or written).
- 2.1.4 Cancellation of Payment Instructions. A payment instruction may be cancelled by UNDP, provided that the cancellation instruction is received by the Bank at a time and in a manner affording the Bank a reasonable opportunity to act prior to the Bank's execution of the payment instruction. The security procedures and other terms specified herein shall also apply to cancellations of payment instructions.
- 2.1.5 Evidence. Without regard to the absence of any writings and written signatures, the records of Messages, as defined below, maintained by the Parties shall be admissible in any dispute settlement proceedings and may be used as evidence of the information contained therein.] (Only to be included if electronic payment instruction are to be used.)

2.2 Non-Electronic Payment Instructions. (If electronic payment instructions are contemplated, Article 2.3 should be drafted to cover such electronic payment instructions)

- 2.2.1 Scope. This Article 2.2 governs non-electronic payment instructions. From time to time, UNDP may deliver or transmit to the Bank's offices at _____, to the attention of [Manager], or to such other address or such other officer of the Bank as the

Bank may specify by written notice to UNDP, non-electronic payment instructions in either of the following forms (each being hereinafter referred to as "Non-Electronic Payment Instructions"):

(a) Written payment instructions, signed by the Authorized UNDP Officials designated in the Account Information Schedule pertaining to a specific Account, in the form set forth in Annex 3 hereto or in such other form as may be mutually agreed upon in writing by the designated Authorized UNDP Official(s) and an officer of the Bank; or

(b) Payment instructions delivered by means of facsimile transmission signed by the Authorized UNDP Official(s) designated in the Account Information Schedule pertaining to a specific Account.

2.2.2 Cut-Off Time. If Non-Electronic Payment Instructions are received by the Bank (i) prior to [10:00 a.m. _____ Time] [fill in when we know where the Bank will be] on any day on which commercial banks and foreign exchange markets settle payments in _____ [fill in when we know where Bank will be] (hereinafter referred to as a "Banking Day"), execution of such payment instruction shall, subject to such verification in accordance with Article 2.2.3, be made on such Banking Day, or (ii) after [10:00 a.m. _____ Time] on any Banking Day, the Bank shall, subject to such verification, use its best efforts to effect such execution as of the same Banking Day, but in any event no later than the next succeeding Banking Day.

2.2.3 Security Procedures. The Bank shall verify the authenticity of all Non-Electronic Payment Instructions as follows:

(a) Upon receipt of Non-Electronic Payment Instructions, the Bank shall check all signatures and make a callback to an Authorized UNDP Official who did not sign the Non-Electronic Payment Instructions to verify the instructions given therein.

(b) [Discuss with Bank what its security procedures are for such instructions. The verification process appears quite specific to individual banks, e.g. whether there will be a code for each Authorized UNDP Official?]

2.3 [Reserved for electronic payment instructions]

PART 3: CHEQUE PROCESSING SERVICES

3.1 Covered Services. The Bank shall provide cheque processing services to UNDP **[Bank to describe the services. Describe the process, stop payment mechanisms, etc. If the Bank has a standard description of cheque processing services which is acceptable to the UN, consider attaching it to the agreement as a schedule.]**

PART 4: DEPOSIT SERVICES

4.1 Covered Services. The Bank shall provide deposit services. **[Bank to describe deposit services.]**

PART 5: OTHER SERVICES

5.1 Covered Services. The Bank shall provide . . . **[Describe any other services]**.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates hereinafter specified.

FOR: _____

By: _____

Name: _____

Title: _____

Date: _____

**FOR: UNITED NATIONS
DEVELOPMENT PROGRAMME**

By: _____

Name: _____

Title: _____

Date: _____

[INSERT]

Annex 1

ACCOUNT INFORMATION SCHEDULES

[INSERT]

Annex 2

SCHEDULE OF FEES

[INSERT]

Annex 3

REQUEST FOR PROPOSAL (RFP) dated _____

[INSERT]

Annex 4

PROPOSAL dated _____