



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

<b>To all potential bidders/companies</b>	DATE: August 25, 2021
	REFERENCE: RFP/FJI10-017-2021

Dear Sir / Madam:

We kindly request you to submit your Proposal for the **Development of a dedicated web-based and Android smart phone application for the Electronic Police Certificate for the Vanuatu Police Force under** Pacific Digital Economy Programme (PDEP).

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

Proposals may be submitted on or before 8 September 2021 (New York Time as appears on E-tendering Event) via UNDP etendering system.

Please acknowledge receipt of this RFP by sending an email to [procurement.fj@undp.org](mailto:procurement.fj@undp.org), indicating whether you intend to submit a proposal or otherwise. You may also utilize the "Accept Invitation" function in eTendering system, by registering at <https://etendering.partneragencies.org>. The Bidder's Guide has been uploaded on the e-tender site for registration purposes. Once registered, login and find the following event:

**BU Code: FJI10**  
**Event ID: 0000010217**

Your Proposal must be expressed in the English language and valid for a minimum period of 90 days.

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

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

The Proposal that complies with all of the requirements, meets all the evaluation criteria and offers the best value for money shall be selected and awarded the contract. Any offer that does not meet the requirements shall be rejected.

Any discrepancy between the unit price and the total price shall be re-computed by UNDP, and the unit price shall prevail and the total price shall be corrected. If the Service Provider does not accept the final price based on UNDP's re-computation and correction of errors, its Proposal will be rejected.

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

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

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

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

<http://www.undp.org/content/undp/en/home/procurement/business/protest-and-sanctions.html>

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

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

[https://www.un.org/Depts/ptd/sites/www.un.org.Depts.ptd/files/files/attachment/page/pdf/unscoc/conduct\\_english.pdf](https://www.un.org/Depts/ptd/sites/www.un.org.Depts.ptd/files/files/attachment/page/pdf/unscoc/conduct_english.pdf)

Thank you and we look forward to receiving your Proposal.

Sincerely yours,

*Ronald Kumar*

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Ronald Kumar  
Procurement Analyst  
25/08/2021

### Description of Requirements

<p>Context of the Requirement</p>	<p><b>Background Information</b></p> <p>In recent years across the Pacific significant investments have been made in core digital infrastructure, such as the various under-sea fiber optic cables, and national governments are prioritizing to increase the digital connectivity in the region. Whilst there is big potential for a rapidly developing digital economy to positively impact many lives in the Pacific, and though the COVID-19 pandemic has proven to be a catalyst for digitization, the other side of the same coin is an increased risk of leaving behind the most vulnerable of Pacific societies.</p> <p>It is against this background that the UN system, through a joint programme between UNCDF, UNDP and UNCTAD, and in close collaboration with key stakeholders from public and private sector aim to support the development of inclusive digital economies in the Pacific, more specifically in Fiji, Tonga, Samoa, Vanuatu and Solomon Islands now known as the Pacific Digital Economy Programme (PDEP), one of the successor initiatives to Pacific Financial Inclusion Programme (PFIP). PDEP played a leading role in bringing about profound changes, which took place over the past decade in the sector, from the development of policies, right down to supporting financial literacy initiatives in Vanuatu. Furthermore, while results from PDEP phase have been significant, underutilization and lack of last-mile coverage remain critical barriers to the realization of the full potential of financial inclusion. Digital finance has expanded both the variety and depth of services available to the end consumer. In a recent publication, GSMA estimated that there were 276 mobile money services in over 90 countries of which 20% included insurance services, savings and pension accounts. Mobile money worldwide has increased 25% in 2017 from 2016 with product offering broadened to digital savings account, digital loans, insurance, bill payments, merchant payments and digital pension services.</p> <p>The World Bank's 2017 Global Findex data clearly show that "Recent progress has been driven by digital payments, government policies, and a new generation of financial services accessed through mobile phones and the internet." The projected growth in mobile phone ownership and usage paired with the relative low cost of developing applications are likely to raise the profile of digital technologies as tools for addressing the challenges of agricultural productivity, employment and inclusive growth. According to a recent report by the McKinsey Global Institute, digital finance alone could benefit billions of people by spurring inclusive growth that adds US\$3.7 trillion to the GDP of emerging economies within a decade.</p>
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	<p>The promise of digital technologies goes beyond payments and encompasses all manner of digitally fueled financial services, often categorized as Fintech in the current literature. Innovative technologies are already challenging expensive, agent-led remittance business models that are cash-intensive and incur high operational and compliance costs. Mobile phone technologies including mobile money, digital currencies, blockchain and distributed ledgers, digital identification, and cloud platformers have the capacity to significantly reduce the cost of financial services, such as international remittances and ensure more transparency.</p> <p>Vanuatu is the largest provider of seasonal workers for both New Zealand and Australia with over 10,000 workers currently undertaking these. One of the required documents for the workers to be selected as seasonal workers and travel afterwards is the Police Clearance Certificate (PCC).</p> <p>The existing manual PCC process is both costly and time consuming for users;</p> <ul style="list-style-type: none"> <li>a) High transaction cost (up to 70,000 VT),</li> <li>b) Long distance inter-island travel requires several days (3-7 days),</li> <li>c) Limited access (single office in Port Villa)</li> </ul> <p>The Vanuatu Police Force has the vision of a modern and professional police force united in delivering policing service, in partnership with the communities for a safe and secure Vanuatu. The Force administers the Police clearances payments process for all Police clearances for Vanuatu residents. Payment flows (P2G) for Police clearance activities are predominantly via cash. The Force has other payment flows as part of its normal business operations. It is understood that these payment forms use cash, cheque, voucher and direct debit transfers.</p> <p>For these reasons, developing a dedicated web-based application portal and android smart phone application can open the door to a host of benefits as it addresses customers' core pain points of travel time and cost by offering a fully online PCC service. It provides a digital document manager for VPF to securely store and re-use the information, allowing better data analytics possibilities. Also, there is no additional charge for the Applicants, except the prevailing PCC fees.</p> <p>Such web-based and android smartphone applications can offer additional value by providing a simple and streamlined user experience as well as the option to send the approved e-PCC directly to the Agent/Employer. It will also contribute to the financial and digital inclusion agenda of the Vanuatu government. In the longer term, it might pave the way for other government services to go digital and bring the benefits of e-governance.</p>
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Additional Information	<p>UNCDF had provided technical assistance (TA) to the Police Force that has:</p> <ul style="list-style-type: none"> <li>• Confirmed the existing payment flow understanding for Police clearances and mapped it out, looking at the frequency, payment mode, volumes and values across the last 5 years;</li> <li>• Identified and mapped out all other existing payment flows from customers to the Force looking at the frequency, payment mode, volumes and values to present the overall big picture;</li> <li>• Assisted the Police Force in evaluating its costs of transactions, estimated efficiency losses and other impacts of continuing with the present heavily cash-based transaction platform;</li> <li>• Assessed the capability of the Force’s IT and business systems as to the readiness of these to support digital payments and changes if any required;</li> <li>• In conjunction with the Force’s legal team, studied the existing legislation and regulations and look at options to make all payments from Police clearance customers to the Force compulsorily using digital channels; and</li> <li>• In conjunction with the Force’s senior management, developed a costed implementation budget for a suite of digital payment channels.</li> <li>• As a secondary activity, estimated the potential cost/time savings for applicants if digital channels are available.</li> </ul> <p>A report describing the TA intervention and recommendations is available for the consultant to help clarify the current status and potential solution.</p>
Implementing Partner of UNDP	Office of the Government Chief Information Officer (OGCIO), Ministry of Finance, Vanuatu Police Force (VPF) and the Reserve Bank of Vanuatu (RBV).
Brief Description of the Required Services	<p>As part of its efforts to support seasonal workers of Vanuatu and Vanuatu Police Force (VPF), UNDP/UNCDF is seeking to recruit a consulting firm to develop the e-PCC web-based and Android smart phone applications through the following activities:</p> <ol style="list-style-type: none"> <li>1. Conduct stakeholders’ dialogue including VPF, Office of the Government Chief Information Officer (OGCIO), Department of Finance and Treasury (DoFT) and Reserve Bank of Vanuatu (RBV)</li> <li>2. ePCC Project setup</li> <li>3. Design, build and testing of the ePCC web application and an Android smart phone application</li> <li>4. Launch and scale of the ePCC web and Android smartphone applications</li> </ol>

<p>List and Description of Expected Outputs to be Delivered</p>	<p><b>Scope of Work</b></p> <p>The consultancy is expected to perform the following activities:</p> <p><b>Activity 1. Conduct stakeholders' dialogue</b></p> <ol style="list-style-type: none"> <li>1.1. Discuss the recommendations made in the previous feasibility report internally</li> <li>1.2. Discuss the service design considerations with Office of the Government Chief Information Officer (OGCIO)</li> <li>1.3. Discuss the policy considerations with other government departments/ministries</li> <li>1.4. With the support of UNCDF, Discuss with external stakeholders (Reserve Bank of Vanuatu (RBV), Australia and NZ immigration, National Bank of Vanuatu (NBV))</li> </ol> <p><b>Activity 2. ePCC Project setup</b></p> <ol style="list-style-type: none"> <li>2.1. Assign one champion, within VPF, who will act the project manager (Mid-level officer)</li> <li>2.2. Setup a core project team Department of finance and Treasury (DoFT), OGCIO and RBV</li> <li>2.3. if necessary, seek additional technical and project support from development partners</li> <li>2.4. Agree on implementation plan</li> </ol> <p><b>Activity 3. Design, build and testing of the ePCC web and Android smartphone applications</b></p> <ol style="list-style-type: none"> <li>3.1. OGCIO to take the lead in supporting the designing and building of the web and Android smart phone applications</li> <li>3.2. Prototype testing &amp; iterations (At least three prototypes)</li> <li>3.3. User Acceptance Testing &amp; Iterations (run quick tests)</li> <li>3.4. Staging &amp; Production</li> </ol> <p><b>Activity 4. Launch and scale of the ePCC web and Android smartphone applications</b></p> <ol style="list-style-type: none"> <li>4.1. Complete documentation and launch readiness</li> <li>4.2. Staff training (One-time and on-going training)</li> <li>4.3. User awareness/on-boarding campaign</li> <li>4.4. Launch the e-PCC web-based application</li> <li>4.5. Launch the e-PCC Android smart phone application</li> <li>4.6. Gather feedback and iterate via the developed e-PCC web-based and Android smart phone application</li> </ol>
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	<p><b>Key Considerations</b></p> <p>Technical</p> <p>In undertaking the design and development of the ePCC web-based and Android smart phone applications, the following features should be considered, and appropriate strategies designed to enhance opportunities and mitigate risks:</p> <ol style="list-style-type: none"> <li>a. The e-PCC web-based application, allows users to apply for the PCC using a simple web interface. It allows users to upload their documents; hence, it removes the need to travel to Port Villa for submission.</li> <li>b. The e-PCC web application can be accessed fast and smoothly on a low powered feature phone, on any java-supported smartphone and internet browser on any smartphone and computer (active internet connection needed).</li> <li>c. e-PCC also is able to integrate with the commercial banks' mobile channels, mobile money and other eMoney services, allowing users to pay the PCC fee without visiting the Department of Finance and Treasury (DoFT) office or any bank branch.</li> <li>d. The e-PCC platform makes the service available 24x7 and can be accessed from home.</li> <li>e. e-PCC application content is available in both Bislama (default) and English.</li> <li>f. Users can request to receive the Approved e-PCC, as a digitally signed PDF, via email.</li> <li>g. The Approved e-PCC can also be sent directly to the Immigration agent or the Employer.</li> <li>h. It provides a digital document manager for VPF to securely store and re-use the information, allowing better data analytics possibilities.</li> <li>i. There is no additional charge for the Applicants, except the prevailing PCC fees.</li> <li>j. Design the ePCC web application taking into consideration how to improve the user experience (such as notifications on the status of their PPC application, etc.)</li> <li>k. Update and maintenance for 8 months from going live with both the ePCC web and smartphone applications</li> </ol>
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	<p>l. Proper hand over to local expert (to be identified by VPF and OGCIO) with proper documentation of all processes relate to the developed ePCC.</p> <p>m. All the above technical considerations apply to the development of the ePCC Android smartphone application</p> <p><b>Deliverables</b></p> <ul style="list-style-type: none"> <li>• Short report describing the outcomes of the stakeholders’ dialogue</li> <li>• Detailed implementation plan for the ePCC web-based and smartphone applications</li> <li>• ePCC web-based and smart phone applications prototypes discussed and agreed with OGCIO with proper documentation of the discussion and agreement with OGCIO</li> <li>• Create detailed technical manual for the ePCC application administrator which includes, among other details, the design and build of the system.</li> <li>• ePCC training manual</li> <li>• ePCC awareness raising manual / Create simple user manual using photos / figures</li> <li>• hands-on training for the administrators, demonstrate troubleshooting of possible faults and problems that may arise.</li> <li>•</li> <li>• Functional ePCC web-based and Android smartphone application for the Electronic Police Certificate for the Vanuatu Police Force</li> <li>• Project final report with proper documentation of all stages of the project development</li> </ul> <p><b>Institutional Arrangement</b></p> <ul style="list-style-type: none"> <li>• The firm will report to the UNCDF’s Country Lead for Vanuatu, or any other designated PDEP member of staff as appointed by the UNCDF Pacific Digital Lead.</li> <li>• The firm will provide feedback to PDEP by engaging via weekly calls or email</li> <li>• Firm will provide their own work equipment, computers, computer programmes, printing, telephone and internet connectivity for this activity.</li> <li>• UNCDF country lead for Vanuatu will assist the firm in setting up meetings with relevant stakeholders.</li> </ul>
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	<p><b>Security:</b></p> <ul style="list-style-type: none"> <li>• The consultancy company needs to liaise with VPF and OGCIO for the security of the ePCC web and Android smartphone applications and security hardening issues.</li> <li>• The consultancy company needs to liaise with OGCIO on the hosting requirements for the ePCC web application and Android smartphone applications.</li> </ul> <p><b>Document Management System (DMO):</b></p> <ul style="list-style-type: none"> <li>• Liaise with the OGCIO and VPF on the use of proper DMO and the required licenses.</li> </ul>
Person to Supervise the Work/Performance of the Service Provider	Supervised by UNCDF Country Lead with support from assigned personnel from the Office of the Government Chief Information Officer (OGCIO), Vanuatu Police Force (VPF), Ministry of Finance and the Reserve Bank of Vanuatu (RBV)
Frequency of Reporting	Bi-weekly calls or email and as needed
Progress Reporting Requirements	Monthly progress report and as and when required
Location of work	<input checked="" type="checkbox"/> At Contractor's Location Due to the pandemic and closure of borders, the consultancy firm is not expected to work in Vanuatu during the project period
Expected duration of work	5 months
Target start date	01 October 2021
Latest completion date	28 February 2022
Travels Expected	Due to the pandemic and closure of borders, under this consultancy, no travel is anticipated
Special Security Requirements	<b>N/A</b>
Facilities to be Provided by UNDP (i.e., must be excluded from Price Proposal)	None
Implementation Schedule indicating breakdown and timing of activities/sub-activities	Required
Names and curriculum vitae of individuals who will be involved in completing the services	Required
Currency of Proposal	United States Dollars

Value Added Tax on Price Proposal <sup>1</sup>	Must be exclusive of VAT and other applicable indirect taxes			
Validity Period of Proposals (Counting for the last day of submission of quotes)	90 days  In exceptional circumstances, UNDP may request the Proposer to extend the validity of the Proposal beyond what has been initially indicated in this RFP. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Proposal.			
Partial Quotes	<input checked="" type="checkbox"/> Not permitted			
Payment Terms <sup>2</sup>	<b>Outputs</b>	<b>Percentage</b>	<b>Timing</b>	<b>Condition for Payment Release</b>
	Short report describing the outcomes of the stakeholders' dialogue	10%	4 weeks, due on 31 October 2021	Within thirty (30) days from the date of meeting the following conditions: a) UNDP's written acceptance (i.e., not mere receipt) of the quality of the outputs; and b) Receipt of invoice from the Service Provider.
	Detailed implementation plan for the ePCC platform with the consent of all stakeholders	15%	4 weeks, due on 30 November 2021	
	ePCC platform prototypes discussed and agreed with OGCIO and VPF with proper documentation of the discussion and agreement with OGCIO	50%	8 weeks, due on 31 January 2021	
	<ul style="list-style-type: none"> <li>• ePCC training manual</li> <li>• ePCC awareness raising manual</li> <li>• Functional ePCC platform</li> </ul>	25%	4 weeks, due on 28 February 2022	

<sup>1</sup> VAT exemption status varies from one country to another. Pls. check whatever is applicable to the UNDP CO/BU requiring the service.

<sup>2</sup> UNDP preference is not to pay any amount in advance upon signing of contract. If the Service Provider strictly requires payment in advance, it will be limited only up to 20% of the total price quoted. For any higher percentage, or any amount advanced exceeding \$30,000, UNDP shall require the Service Provider to submit a bank guarantee or bank cheque payable to UNDP, in the same amount as the payment advanced by UNDP to the Service Provider.

	<ul style="list-style-type: none"> <li>• Project final report with proper documentation of all stages of the project development</li> </ul>			
Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment	UNCDF Country Lead with support from assigned personnel from the Office of the Government Chief Information Officer (OGCIO), Vanuatu Police Force (VPF), Ministry of Finance and the Reserve Bank of Vanuatu (RBV)			
Deadline for Submission	<p>08 September 2021</p> <p>As indicated in eTendering system. Note that system time zone is in EST/EDT (New York) time zone.</p> <p><b>Note:</b></p> <p><b>Date and time visible on the main screen of the event (on eTendering portal) will be final and prevail over any other closing time indicated elsewhere, in case they are different. is the responsibility of the bidder to make sure proposals are submitted before the deadline. UNDP will not accept any proposal that is not submitted directly in the system.</b></p> <p><b>Bidders must avoid submitting bid at the last minute or on the day of the deadline as UNDP may not be able to assist in a timely manner should there be any technical issues as it may take some time to resolve. Therefore, UNDP won't be responsible for non-submission of bid by the bidders as sufficient time was provided to all bidders to submit before the deadline.</b></p>			
Mode of Submission	<p>The proposal shall <u>only</u> be submitted through UNDP eTendering system.</p> <p><b>BU Code: FJI10</b> <b>Event ID: 0000010217</b></p> <p><a href="https://etendering.partneragencies.org">https://etendering.partneragencies.org</a></p>			
Instructions on Submission of Financial Proposal	<p><b>While entering the financial proposal in the e-Tendering system, always mention your bid price as \$1. Please do not mention the value of your financial proposal in the e-Tendering system. It should be uploaded as an attachment in the submission</b></p> <p><b>The proposals of the Bidders who will reveal the value of their financial proposal in the eTendering system will automatically be disqualified.</b></p>			
Type of Contract to be Signed	Contract for Professional Services			

Criteria for Contract Award	<input checked="" type="checkbox"/> Highest Combined Score (based on the 70% technical offer and 30% price weight distribution)  <b>Full acceptance of the UNDP Contract General Terms and Conditions (GTC). This is a mandatory criterion and cannot be deleted regardless of the nature of services required. Non acceptance of the GTC may be grounds for the rejection of the Proposal.</b>
Criteria for the Assessment of Proposal	<p><b>Technical Proposal (70%)</b></p> <p><input type="checkbox"/> Expertise of the Firm - 25%</p> <ul style="list-style-type: none"> <li>• Minimum of 5 years of experience working with digital payments solutions, digital financial services or digital financial service platforms</li> <li>• Minimum of 5 years of experience working with G2P and/or P2G projects to develop digital payment strategies and assess business processes, IT systems and legislation</li> <li>• Minimum of 3 years of experience working on financial/digital literacy specifically content development and delivery</li> <li>• Must have experience working with capacity building for governmental agencies.</li> </ul> <p><input type="checkbox"/> Methodology, Its Appropriateness to the Condition and Timeliness of the Implementation Plan – 20%</p> <ul style="list-style-type: none"> <li>• Appropriateness of methodology and approach to assignment.</li> </ul> <p><input type="checkbox"/> Management Structure and Qualification of Key Personnel 25%</p> <ul style="list-style-type: none"> <li>• Management or team structure should include at least 3 members; 1 Lead (at least 5 years relevant work experience) and 2 associate or support team members (each member shall have at least 3 years relevant work experience).</li> <li>• Personnel recommended must have over 5 years' experience working in the field of web-based and smartphone applications, digital payment solutions, G2P and/or P2G projects.</li> <li>• Personnel recommendation must have a master's degree in computer science, banking, economics, finance or related discipline.</li> <li>• Minimum 3 related projects completed in the past 5 years.</li> <li>• The company and personnel shall also have international experience preferably regional experience in the Pacific.</li> <li>• All personnel shall be well versed with English language.</li> </ul> <p>Only bidders obtaining a minimum of 49 points (70% of the total technical points) would be considered for the Financial Evaluation.</p> <p><b>Financial Proposal (30%)</b> To be computed as a ratio of the Proposal's offer to the lowest price among the proposals received by UNDP.</p>

Service Level Agreement with VPF	The consultancy firm should include, as a separate budget table, the costs associated with potential SLA with VPF, especially for handling any unforeseen emergency in the developed web and smartphone applications. The owner of ePCC web and smartphone applications will be Vanuatu Police Force.
UNDP will award the contract to:	One and only one Service Provider
Annexes to this RFP <sup>3</sup>	<input checked="" type="checkbox"/> Form for Submission of Proposal (Annex 2) <input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 3) <sup>4</sup> <input checked="" type="checkbox"/> <a href="#">Vanuatu Electronic Police Clearance Certificate: Feasibility and solution design document</a> – Report by UNCDF (Annex 4) <input checked="" type="checkbox"/> Etendering Instructions to Bidders
Contact Person for Inquiries (Written inquiries only) <sup>5</sup>	<p>Mr. Deepak Naicker  Procurement Associate  Ph: +679 3312500  Email: <a href="mailto:procurement.fj@undp.org">procurement.fj@undp.org</a></p> <p>Any delay in UNDP’s response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers.</p>
Other Information [pls. specify]	<p><b>Interested firms who meet the specification are invited to complete and submit the following:</b></p> <ol style="list-style-type: none"> <li>1. A Technical Proposal answering to the TORs (not exceeding 5 pages). This should cover the approach to work, and work plan with indicative time frame.</li> <li>2. A Financial Proposal in the Form for Submitting Proposal (Annex 2);</li> <li>3. A brief description of recent experience in similar assignments.</li> <li>4. CVs (2 pages highlighting relevant experience of each of the team members)</li> </ol>

<sup>3</sup> Where the information is available in the web, a URL for the information may simply be provided.

<sup>4</sup> Service Providers are alerted that non-acceptance of the terms of the General Terms and Conditions (GTC) may be grounds for disqualification from this procurement process.

<sup>5</sup> This contact person and address is officially designated by UNDP. If inquiries are sent to other person/s or address/es, even if they are UNDP staff, UNDP shall have no obligation to respond nor can UNDP confirm that the query was received.

**FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL<sup>6</sup>**

***(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery<sup>7</sup>)***

[Insert: Address]

[insert: Date]

To: Ronald Kumar, Procurement Analyst  
UNDP Pacific Office in Fiji

Dear Sir/Madam:

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

**A. Qualifications of the Service Provider**

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

- a) Profile – describing the nature of business, field of expertise, licenses, certifications, accreditations;*
- b) Business Licenses – Registration Papers, Tax Payment Certification, etc.*
- c) Latest Audited Financial Statement – income statement and balance sheet to indicate its financial stability, liquidity, credit standing, and market reputation, etc. ;*
- d) Track Record – list of clients for similar services as those required by UNDP, indicating description of contract scope, contract duration, contract value, contract references;*
- e) Written Self-Declaration that the company is not in the UN Security Council 1267/1989 List, UN Procurement Division List or Other UN Ineligibility List.*

**B. Proposed Methodology for the Completion of Services**

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

<sup>6</sup> This serves as a guide to the Service Provider in preparing the Proposal.

<sup>7</sup> Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

**C. Qualifications of Key Personnel**

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

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

**D. Cost Breakdown per Deliverable\***

	<b>Deliverables</b> <i>[list them as referred to in the RFP]</i>	<b>Percentage of Total Price</b> <i>(Weight for payment)</i>	<b>Price</b> <i>(Lump Sum, All Inclusive)</i>
1	Short report describing the outcomes of the stakeholders' dialogue	10%	
2	Detailed implementation plan for the ePCC platform with the consent of all stakeholders	15%	
3	ePCC platform prototypes discussed and agreed with OGCIO with proper documentation of the discussion and agreement with OGCIO	50%	
4	<ul style="list-style-type: none"> <li>• ePCC training manual</li> <li>• ePCC awareness raising manual</li> <li>• Functional ePCC platform</li> <li>• Project final report with proper documentation of all stages of the project development</li> </ul>	25%	
	Total	100%	

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

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

<b>Description of Activity</b>	<b>Remuneration per Unit of Time</b>	<b>Total Period of Engagement</b>	<b>No. of days</b>	<b>Total Rate</b>
<b>I. Personnel Services</b>				
Project Team Lead				
Personnel 1 (specify title)				
Personnel 2 (specify title)				
<b>III. Other Related Costs</b>				

Others (specify)				
<b>Total</b>				

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

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

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

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

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

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

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

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

#### **4.0 ASSIGNMENT:**

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

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

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

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

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

**7.0 INDEMNIFICATION:**

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

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

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

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

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

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

**8.4.1** Name UNDP as additional insured;

**8.4.2** Include a waiver of subrogation of the Contractor's rights to the insurance carrier against the UNDP;

**8.4.3** Provide that the UNDP shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.

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

**9.0 ENCUMBRANCES/LIENS:**

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

**10.0 TITLE TO EQUIPMENT:**

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

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

**11.1** Except as is otherwise expressly provided in writing in the Contract, the UNDP shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the Contractor has developed for the UNDP under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract, and the Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for the UNDP.

**11.2** To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, the UNDP does not and shall not claim any ownership interest thereto, and the Contractor grants to the UNDP a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.

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

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

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

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

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

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

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

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

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

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

**13.2.1** any other party with the Discloser's prior written consent; and,

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **15.0 TERMINATION**

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

**15.2** UNDP reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case UNDP shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.

- 15.3** In the event of any termination by UNDP under this Article, no payment shall be due from UNDP to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract.
- 15.4** Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, the UNDP may, without prejudice to any other right or remedy it may have under the terms of these conditions, terminate this Contract forthwith. The Contractor shall immediately inform the UNDP of the occurrence of any of the above events.

## **16.0 SETTLEMENT OF DISPUTES**

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

## **17.0 PRIVILEGES AND IMMUNITIES:**

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

## **18.0 TAX EXEMPTION**

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

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

## **19.0 CHILD LABOUR**

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

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

## **20.0 MINES:**

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

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

## **21.0 OBSERVANCE OF THE LAW:**

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

**22.0 SEXUAL EXPLOITATION:**

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

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

**23.0 AUTHORITY TO MODIFY:**

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