**REVISED SECTION 7: PROPOSAL FORMS**

* **Form A: Proposal Confirmation**
* **Form B: Checklist**
* **Form C: Technical Proposal Submission**
* **Form D: Proposer Information**
* **Form E: Joint Venture/Consortium/Association Information**
* **Form F: Eligibility and Qualification**
* **Form G: Format for Technical Proposal**
* **Form H: Format for CV of Proposed Key Personnel**
* **Form I: Statement of Exclusivity and Availability**
* **Revised Form J: Financial Proposal Submission** *[Form J is part of the Financial Proposal and shall be submitted directly in the system only in the “Commercial section” of the requirements. Please, ensure that no other documents are disclosing your financial proposal apart from Forms J and K. Non-compliance with this instruction may result in rejection of the proposal received.]*
* **Revised Form K: Format for Financial Proposal** *[Form K is part of the Financial Proposal and shall be submitted directly in the system only in the “Commercial section” of the requirements. Please, ensure that no other documents are disclosing your financial proposal apart from Forms J and K. Non-compliance with this instruction may result in rejection of the proposal received.]*
* **Revised Form L: Personal Banking Services Form** *[Form L is part of the Financial Proposal and shall be submitted directly in the system only in the “Commercial section” of the requirements. Form L must be encrypted with a password so that it cannot be opened nor viewed until the password is provided. The password for the Personal Banking Proposal file shall be requested if necessary after completion of financial evaluation based in Form J and Form K. Please, ensure that no other documents are disclosing your personal banking services proposal apart from Form L. Non-compliance with this instruction may result in rejection of the proposal received.]*
* **Form M: Model Contract for Banking Services**

**FORM A: PROPOSAL CONFIRMATION**

Please acknowledge receipt of this RFP by completing this form and returning it by email to the address, and by the date specified, in the Letter of Invitation.

|  |  |  |
| --- | --- | --- |
| To: | Insert name of contact person | Email: Insert contact person’s email - do not enter secure proposal email address |
| From: | Insert name of proposer |  |
| Subject | RFP reference Click or tap here to enter text. | |

|  |  |
| --- | --- |
| **Check the appropriate box** | **Description** |
|  | **YES**, we intend to submit a proposal. |
|  | **NO**, we are unable to submit a competitive proposal for the requested services at the moment |

If you selected NO above, please state the reason(s) below:

|  |  |
| --- | --- |
| **Check applicable** | **Description** |
|  | The requested services are not within our range of supply |
|  | We are unable to submit a competitive proposal for the requested services at the moment |
|  | The requested services are not available at the moment |
|  | We cannot meet the requested terms of reference |
|  | The information provided for proposal purposes is insufficient |
|  | Your RFP is too complicated |
|  | Insufficient time is allowed to prepare a proposal |
|  | We cannot meet the delivery requirements |
|  | We cannot adhere to your terms and conditions e.g. payment terms, request for performance security, etc. Please provide details below. |
|  | Sustainability criteria/requirements are too stringent (if applicable) |
|  | We do not export |
|  | We do not sell to the UN |
|  | Your requirement is too small |
|  | Our capacity is currently full |
|  | We are closed during the holiday season |
|  | We had to give priority to other clients’ requests |
|  | The person handling proposals is away from the office |
|  | Other (please provide reasons below): |
| Further information: Click or tap here to enter text. | |
|  | We would like to receive future RFPs for this type of services |
|  | We don’t want to receive RFPs for this type of services |

Questions to the Supplier concerning the reasons for no proposal should be addressed to Click or tap here to enter text. phone Click or tap here to enter number., email Click or tap here to enter text..

**FORM B: CHECKLIST**

This form serves as a checklist for preparation of your Proposal. Please complete the returnable Proposal Forms in accordance with the instructions and return them as part of your Proposal submission: No alteration to the format of forms shall be permitted and no substitution shall be accepted.

Before submitting your Proposal, please ensure compliance with the instructions in Section 2: Instructions to Proposers and Section 3: Data Sheet.

**Technical Proposal:**

|  |  |
| --- | --- |
| **Have you duly completed all the Returnable Proposal Forms?** |  |
| * Form C: Technical Proposal Submission |  |
| * Form D: Proposer information |  |
| * Form E: Joint Venture/Consortium/Association Information |  |
| * Form F: Eligibility and Qualification |  |
| * Form G: Technical Proposal |  |
| * Form H: CVs of proposed key personnel |  |
| * Form I: Statements of exclusivity and availability for key personnel |  |
| **Have you provided the required documents to establish compliance with the evaluation criteria in Section 4?** |  |
| **Have you provided the required documents in support of Form D: Proposer Information?** |  |

**Financial Proposal:**

|  |  |
| --- | --- |
| * Revised Form J: Financial Proposal Submission |  |
| * Revised Form K: Financial Proposal |  |
| * Revised Form L: Personal Banking Services Form |  |

*Forms J and K, representing the Financial Proposal shall be submitted directly in the system only in the “Commercial section” of the RFP requirements. Please, ensure that no other documents are disclosing your financial proposal apart from Forms J and K. Non-compliance with this instruction may result in rejection of the proposal received.*

*Form L is part of the Financial Proposal and shall be submitted directly in the system only in the “Commercial section” of the requirements. Form L must be encrypted with a password so that it cannot be opened nor viewed until the password is provided. The password for the Personal Banking Proposal file shall be requested if necessary after completion of financial evaluation based in Form J and Form K. Please, ensure that no other documents are disclosing your personal banking services proposal apart from Form L. Non-compliance with this instruction may result in rejection of the proposal received.*

**FORM C: TECHNICAL PROPOSAL SUBMISSION**

|  |  |  |  |
| --- | --- | --- | --- |
| Name of Proposer: | Click or tap here to enter text. | Date: | Click or tap to enter a date. |
| RFP reference: | Click or tap here to enter text. | | |

We, the undersigned, offer to supply the services required for Click or tap here to enter text.in accordance with your Request for Proposals No. Click or tap here to enter text.. We hereby submit our Proposal, which includes this Technical Proposal and our Financial Proposal uploaded separately under the commercial section in the system as instructed.

**Proposer Declaration:** on behalf of our firm, its affiliates, subsidiaries and employees, including any JV / Consortium / Association members or subcontractors or suppliers for any part of the contract.

| **Yes** | **No** |  |
| --- | --- | --- |
|  |  | **Requirements and Terms and Conditions:** I/We have read and fully understand the RFP, including the RFP Information and Data Sheet, Terms of Reference, the General Conditions of Contract and any Special Conditions of Contract. I/we confirm that the proposer agrees to be bound by them. |
|  |  | I/We confirm that the proposer has the necessary capacity, capability and necessary licenses to fully meet or exceed the requirements and will be available to deliver throughout the relevant contract period. |
|  |  | **Ethics**: In submitting this proposal I/we warrant that the proposer: has not entered into any improper, illegal, collusive or anti-competitive arrangements with any competitor; has not directly or indirectly approached any representative of the buyer (other than the point of contact) to lobby or solicit information in relation to the RFP; has not attempted to influence, or provide any form of personal inducement, reward or benefit to any representative of the buyer. |
|  |  | I/We confirm to undertake not to engage in proscribed practices, or any other unethical practice, with the UN or any other party, and to conduct business in a manner that averts any financial, operational, reputational or other undue risk to the UN and we have read the United Nations Supplier Code of Conduct :<https://www.un.org/Depts/ptd/about-us/un-supplier-code-conduct> and acknowledge that it provides the minimum standards expected of suppliers to the UN. |
|  |  | **Conflict of interest:** I/We warrant that the proposer has no actual, potential or perceived conflict of Interest in submitting this proposal, or entering into a contract to deliver the requirements. Where a conflict of interest arises during the RFP process the proposer will report it immediately to the Procuring Organisation’s Point of Contact. |
|  |  | **Prohibitions and Sanctions:** l/We hereby declare that our firm, ultimate beneficial owners, affiliates or subsidiaries or employees, including any JV/Consortium members or subcontractors or suppliers for any part of the contract is not under procurement prohibition by the United Nations, including but not limited to prohibitions derived from the Compendium of United Nations Security Council Sanctions Lists and have not been suspended, debarred, sanctioned or otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization. |
|  |  | I/We do not employ, or anticipate employing, any person(s) who is, or has been a UN staff member within the last year, if said UN staff member has or had prior professional dealings with our firm in his/her capacity as UN staff member within the last three years of service with the UN (in accordance with UN post-employment restrictions published in ST/SGB/2006/15); |
|  |  | **Bankruptcy**: l/We have not declared bankruptcy, are not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal action against us that could impair our operations in the foreseeable future. |
|  |  | **Proposal Validity Period:** I/We confirm that this Proposal, including the price, remains open for acceptance for the proposal validity period. |
|  |  | I/We understand and recognize that you are not bound to accept any proposal you receive. |
|  |  | By signing this declaration, the signatory below represents, warrants and agrees that he/she has been authorised by the Organisation/s to make this declaration on its/their behalf. |

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[*Stamp with official stamp of the Proposer*]

**FORM D: PROPOSER INFORMATION**

|  |  |
| --- | --- |
| **RFP Reference** | Click or tap here to enter text. |
| **Legal name of Proposer** | Click or tap here to enter text. |
| **Legal Address, City, Country** | Click or tap here to enter text. |
| **Website** | Click or tap here to enter text. |
| **Year of registration** | Click or tap here to enter text. |
| **Proposer’s Authorized Representative information** | Name and Title: Click or tap here to enter text.  Telephone numbers: Click or tap here to enter text.  Email: Click or tap here to enter text. |
| **Legal structure** | Choose an item. |
| **No. of full-time employees** | Click or tap here to enter number. |
| **No. of staff involved in similar contracts** | Click or tap here to enter number. |
| **Are you a UNGM registered vendor?** | Yes  No If yes, insert UNGM Vendor Number |
| **Years of supplying to UN organisations** | Click or tap here to enter text. |
| **Are you a** Click or tap here to enter text.**vendor?** | Yes  No If yes, insert Vendor Number |
| **Countries of operation** | Click or tap here to enter text. |
| **Subsidiaries in the region (please indicate names of subsidiaries and addresses, if relevant to the proposal)** | Click or tap here to enter text. |
| **Commercial Representatives in the country: Name/Address/Phone (for international companies only)** | Click or tap here to enter text. |
| **Quality Assurance Certification (e.g. ISO 9000 or Equivalent)** *(If yes, provide a Copy of the valid Certificate):* | Click or tap here to enter text. |
| **Does your Company have a corporate environmental policy or environmental management system/accreditation such as ISO 14001 or ISO 14064 or equivalent?** *(If yes, provide a Copy of the valid Certificate):* | Tick all that apply and **provide supporting documentation**:  Corporate Environmental Policy  ISO 14001  ISO 14064  Other, specify Click or tap here to enter text. |
| **Does your organization demonstrate significant commitment to sustainability, including the following aspects that have been identified in the UN Sustainable Procurement Framework?**   * **Environmental: prevention of pollution, sustainable resources; climate change and mitigation and the protection of the environment, biodiversity.** * **Social: human rights and labour issues, gender equality, sustainable consumption, and social health and wellbeing.** * **Economic: whole life cycle costing, local communities and small or medium enterprises, and supply chain sustainability.** | Attach a formal statement that outlines your organisation’s commitment to sustainability, where possible providing evidence of tangible results that demonstrate progress such as:  Tick all that are attached:  Formal statement  Sustainability report  UN Global Compact Communication on Progress  Other, specify Click or tap here to enter text. |
| **Does your company belong to a diverse supplier group including micro, small or medium sized enterprise, women or youth owned business or other?**  *(If yes, please provide details and documentation]* | Click or tap here to enter text. |
| **Is your company a member of the UN Global Compact?** | Choose an item.  If yes, please provide link to Global Compact profile:  Click or tap here to enter text. |
| **Bank Information** | Bank Name: Click or tap here to enter text.  Bank Address: Click or tap here to enter text.  IBAN: Click or tap here to enter text.  SWIFT/BIC: Click or tap here to enter text.  Account Currency: Click or tap here to enter text.  Bank Account Number: Click or tap here to enter text. |
| **Contact person that** Click or tap here to enter text. **may contact for requests for clarifications during Proposal evaluation** | Name and Title: Click or tap here to enter text.  Telephone numbers: Click or tap here to enter text.  Email: Click or tap here to enter text. |

**FORM E: JOINT VENTURE/CONSORTIUM/ASSOCIATION INFORMATION**

|  |  |  |  |
| --- | --- | --- | --- |
| Name of Proposer: | Click or tap here to enter text. | Date: | Click or tap to enter a date. |
| RFP reference: | Click or tap here to enter text. | | |

To be completed and returned with your Proposal if the Proposal is submitted as a Joint Venture/Consortium/Association.

|  |  |  |
| --- | --- | --- |
| **No** | **Name of Partner and contact information** *(address, telephone numbers, fax numbers, e-mail address)* | **Proposed proportion of responsibilities (in %) and type of services to be performed** |
| 1 | Click or tap here to enter text. | Click or tap here to enter text. |
| 2 | Click or tap here to enter text. | Click or tap here to enter text. |
| 3 | Click or tap here to enter text. | Click or tap here to enter text. |

|  |  |
| --- | --- |
| **Name of leading partner**  (with authority to bind the JV, Consortium, Association during the RFP process and, in the event a Contract is awarded, during contract execution) | Click or tap here to enter text. |

We have attached a copy of the below referenced document signed by every partner, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said joint venture:

Letter of intent to form a joint venture ***OR***  JV/Consortium/Association agreement

We hereby confirm that if the contract is awarded, all parties of the Joint Venture/Consortium/Association shall be jointly and severally liable to Click or tap here to enter text for the fulfilment of the provisions of the Contract.

|  |  |
| --- | --- |
| Name of partner: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Name of partner: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  |  |
| Name of partner: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Name of partner: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

**FORM F: ELIGIBILITY AND QUALIFICATION**

|  |  |  |  |
| --- | --- | --- | --- |
| Name of Proposer: | Click or tap here to enter text. | Date: | Click or tap to enter a date. |
| RFP reference: | Click or tap here to enter text. | | |

***If JV/Consortium/Association, to be completed by each partner.***

**History of Non- Performing Contracts**

|  |  |  |  |
| --- | --- | --- | --- |
| No non-performing contracts during the last 3 years | | | |
| Contract(s) not performed in the last 3 years | | | |
| **Year** | **Non- performed portion of contract** | **Contract Identification** | **Total Contract Amount** (current value in US$) |
|  |  | Name of Client:  Address of Client:  Reason(s) for non-performance: |  |

**Litigation History** (including pending litigation)

|  |  |  |  |
| --- | --- | --- | --- |
| No litigation history for the last 5 years | | | |
| Litigation History as indicated below | | | |
| **Year of dispute** | **Amount in dispute** (state currency) | **Contract Identification** | **Total Contract Amount** (state currency) |
|  |  | Name of Client:  Address of Client:  Matter in dispute:  Party who initiated the dispute:  Status of dispute:  Party awarded if resolved: |  |

**Previous Relevant Experience**

Please list only previous similar assignments successfully completed in the **last 10 (ten) years**.

List only those assignments for which the Proposer was legally contracted or sub-contracted by the Client as a company or was one of the Consortium/JV partners. Assignments completed by the Proposer’s individual experts working privately or through other firms cannot be claimed as the relevant experience of the Proposer, or that of the Proposer’s partners or sub-consultants, but can be claimed by the Experts themselves in their CVs. The Proposer should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Project name & Country of Assignment** | **Client & Reference Contact Details** | **Contract Value** | **Period of activity and status** | **Types of activities undertaken and role (Contractor, sub-contractor or consortium member)** |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |

*Proposers may also attach their own Project Data Sheets with more details for assignments above.*

Attached are the Statements of Satisfactory Performance from the Top 3 (three) Clients or more.

**Financial Standing**

|  |  |  |  |
| --- | --- | --- | --- |
| **Annual Turnover for the last 3 years** | **Year 2023** | Currency: USD | Amount |
| **Year 2022** | Currency: USD | Amount |
| **Year 2021** | Currency: USD | Amount |
| **Latest Credit Rating (if any), indicate the source and date.** |  | | |

|  |  |  |  |
| --- | --- | --- | --- |
| **Financial information**  (state currency) | **Historic information for the last 3 years** | | |
|  | **2021** | **2022** | **2023** |
|  | *Information from Balance Sheet* | | |
| Total Assets (TA) |  |  |  |
| Total Liabilities (TL) |  |  |  |
| Current Assets (CA) |  |  |  |
| Current Liabilities (CL) |  |  |  |
|  | *Information from Income Statement* | | |
| Total / Gross Revenue (TR) |  |  |  |
| Profits Before Taxes (PBT) |  |  |  |
| Net Profit |  |  |  |
| Current Ratio (current assets/current liabilities) |  |  |  |

 Attached are copies of the audited financial statements (balance sheets, including all related notes, and income statements) for the years required above complying with the following condition:

* 1. Must reflect the financial situation of the Proposer or party to a JV, and not sister or parent companies;
  2. Historic financial statements must be audited by a certified public accountant;
  3. Historic financial statements must correspond to accounting periods already completed and audited. No statements for partial periods shall be accepted.

**FORM G: FORMAT FOR TECHNICAL PROPOSAL**

|  |  |  |  |
| --- | --- | --- | --- |
| Name of Proposer: | Click or tap here to enter text. | Date: | Click or tap to enter a date. |
| RFP reference: | Click or tap here to enter text. | | |

The proposer’s proposal must be organised to follow the format of this Technical Proposal Form. Where the proposer is presented with a requirement or asked to use a specific approach, the proposer must not only state its acceptance, but also describe, where appropriate, how it intends to comply. Where a descriptive response is requested, failure to provide the same will be viewed as non-responsive.

**Section 1: Proposer’s qualification, capacity and expertise**

**1.1** Brief description of the organisation, including the year and country of incorporation, and types of activities undertaken.

**1.2** General organizational capability which is likely to affect implementation: management structure, financial stability and project financing capacity, project management controls, extent to which any work would be subcontracted (if so, provide details).

**1.3** Relevance of specialised knowledge and experience on similar engagements done in the region/country.

**1.4** Quality assurance procedures and risk mitigation measures.

**1.5** Organization’s commitment to sustainability.

**Section 2: Proposed Methodology, Approach and Implementation Plan**

This section should demonstrate the proposer’s responsiveness to the TOR by identifying the specific components proposed, addressing the requirements, providing a detailed description of the essential performance characteristics proposed and demonstrating how the proposed approach and methodology meets or exceeds the requirements. All important aspects should be addressed in sufficient detail and different components of the project should be adequately weighted relative to one another.

**2.1** A detailed description of the approach, conceptual framework and methodology for how the Proposer will achieve or exceed the requirements of the Terms of Reference, keeping in mind the appropriateness to local conditions and project environment. Detail how the different service elements shall be organised, controlled and delivered.

**2.2** A detailed description of the Bidder’s internal technical and quality assurance mechanisms and risks identified, if any.

**2.3** A detailed description of the bank services and industry standing.

**2.4** Any other comments or information regarding the project approach and methodology that will be adopted.

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

|  |  |  |
| --- | --- | --- |
| No. | Criteria | Comments *[Please detail your response and include relevant attachments to support your response]* |
| A. BANK BACKGROUND | | |
| **Safety and Soundness** | | |
| A1 | 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 the past 3 (three) consecutive years:   * Total Assets * Total Liabilities * Bank Liquidity Ratio * Capital Adequacy * Capital Deposit Ratio |  |
| **Geographical Coverage & Presence** | | |
| A2 | Describe your coverage and presence in this country. Include information about:   * How long you have been operating * 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 * Provide information on market share of bank total assets versus bank market total assets based on the average data for past 3 (three) years |  |
| 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 banks? |  |
| B2 | * 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):   * 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 | Provide the 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** | | |
| 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:   * process file format ISO 20022 pain XML ver3 or any other industry standard file format * support file encryption through GPG encryption protocol, * receive MT103/102/202 and send MT940 via SWIFT |  |
| C2 | Describe the methods by which the client can **access the electronic banking system**. State whether:   * Type of access: Web based access or desktop application * Capacity to establish connectivity through protocol or SWIFT FileAct service * Capacity to process file bulk upload on online bank platform * Ongoing security administration for access * How the implementation of either above access is carried out |  |
| C3 | **Security & Control for Electronic Banking and Interface**   * Is the interface 100% automated? * If not, describe the % of manual intervention * Describe the control mechanism to minimize the risk for manual intervention * Describe security features including user password administration and audit for unauthorized use * System upgrade plan to improve security and controls |  |
|  | | |
| C4 | Describe the **information reporting capabilities**:   * 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, fax, PDF via email) |  |
| **D. CUSTOMER SERVICE** | | |
| **Customer Service** | | |
| D1 | Describe your approach to managing the relationship with the UNDP and participating UN agencies:   * 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:   * Business contingency planning * Disaster recovery system and alternate operating location * Measures that ensure uninterrupted banking service to UNDP |  |
| **F. OTHER SERVICES: MANAGEMENT OF CASH AND LIQUIDITY ISSUES** | | |
| F1 – F3 | Describe your approach to managing cash and liquidity issues:   * + How will the bank ensure sufficient cash and liquidity available to run the business of UNDP and participating UN agencies?   + How will the bank ensure the ease of access to cash for UNDP and participating UN agencies vendors, supplier and staff?   + How will the bank handle UNDP and participating UN agencies payments (USD and YER) made in favor of vendors, supplies and staff who have bank accounts with other local banks? |  |
| F4 | Describe the below:   * + ATMs coverage and accessibility (indicate numbers and present list).   + Please state possibility of ATM withdrawal for international cards such as Visa and Mastercard for UNDP and participating UN agencies staff. |  |

**Section 3: Management Structure and Key Personnel**

**3.1** Describe the overall management approach toward planning and implementing the project. Include details of key personnel including their name and nationality, the Position they will assume and their role as per the ToR. Include an organisation chart for the management of the project describing the relationship of key positions and designations. Provide a spreadsheet to show the activities of each personnel and the time allocated for his/her involvement.

**3.2** For each of the key personnel provide: the CV using the format in **Form H** and the statement of exclusivity and availability using the format in Form I. *Please provide copies of Certifications/Awards for the Key Personnel to be involved in the project.*

**FORM H: FORMAT FOR CV OF PROPOSED KEY PERSONNEL**

|  |  |  |  |
| --- | --- | --- | --- |
| Name of Proposer: | Click or tap here to enter text. | Date: | Click or tap to enter a date. |
| RFP reference: | Click or tap here to enter text. | | |

|  |  |  |
| --- | --- | --- |
| **Position (as per ToR)** |  | |
| **Personnel Information** | Name: | |
|  | Nationality: | Date of birth: |
|  | Language Proficiency: | |
| **Present Employment** | Name of employer: | Contact: (manager or HR) |
|  | Address of employer: | |
|  | Telephone: | Email: |
|  | Job title: | Years with present employer: |
| **Education / Qualifications** | *Summarise college/university and other specialised education of personnel member, giving names of schools, dates attended, and degrees/qualifications obtained.* | |
| **Professional Certifications** | *Provide details of professional certifications relevant to the scope of services including name of institution and date of certification.* | |
| **References:** | *Provide names, addresses, phone and email contact information for two (2) references*. | |

Summarise professional experience over the last 20 years in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

|  |  |  |
| --- | --- | --- |
| **From** | **To** | **Company / Project / Position / Relevant technical and management experience** |
|  |  |  |

I, the undersigned, certify that, to the best of my knowledge and belief, this CV is accurate.

Signature of Personnel Date (Day/Month/Year)

**FORM I: STATEMENT OF EXCLUSIVITY AND AVAILABLITY**

|  |  |  |  |
| --- | --- | --- | --- |
| Name of Proposer: | Click or tap here to enter text. | Date: | Click or tap to enter a date. |
| RFP reference: | Click or tap here to enter text. | | |

I, the undersigned, hereby declare that I agree to participate exclusively with the Proposer Click or tap here to enter text.in the above referenced RFP. I further declare that I am able and willing to work for the period(s) foreseen for the position for which my CV has been included in the event that this proposal is successful, namely:

|  |  |
| --- | --- |
| **From** | **To** |
| Click or tap here to enter text. | Click or tap here to enter text. |
| Click or tap here to enter text. | Click or tap here to enter text. |
| Click or tap here to enter text. | Click or tap here to enter text. |

I confirm that I am not engaged in other projects in a position for which my services are required during the periods where my services are required under this RFP.

By making this declaration, I understand that I am not allowed to present myself as a candidate to any other proposer submitting a proposal for this RFP. I am fully aware that if I do so, I will be excluded from this RFP, the proposals may be rejected, and I may also be subject to exclusion from other UNDP’s solicitation procedures and contracts.

Furthermore, should this proposal be successful, I am fully aware that if I am not available at the expected start date of my services for reasons other than ill-health or *force majeure*, I may be subject to exclusion from other Click or tap here to enter text. solicitation procedures and contracts and that the notification of award of contract to the Proposer may be rendered null and void.

Name:

Title:

Date:

Signature:

**REVISED FORM J: FINANCIAL PROPOSAL SUBMISSION**

|  |  |  |  |
| --- | --- | --- | --- |
| Name of Proposer: | Click or tap here to enter text. | Date: | Click or tap to enter a date. |
| RFP reference: | Click or tap here to enter text. | | |

We, the undersigned, offer to provide the services indicated in our proposal and in accordance with your Request for Proposal. We are hereby submitting our Financial Proposal in the amount indicated herewith.

Our Proposal shall be valid and remain binding upon us for the period of time specified in the Data Sheet.

We understand that you are not bound to accept any Proposal that you receive.

**Our attached Financial Proposal is for the sum of *[Insert amount in words and figures as per total from Form K]*.** Please make sure the total matches with the total indicated in the deliverables section of the system (lines) and with the total deriving from the cost breakdown (form K).

**REVISED FORM K: FORMAT FOR FINANCIAL PROPOSAL**

|  |  |  |  |
| --- | --- | --- | --- |
| Name of Proposer: | Click or tap here to enter text. | Date: | Click or tap to enter a date. |
| RFP reference: | Click or tap here to enter text. | | |

The proposer is required to prepare the Financial Proposal following the below format and submit it in an envelope separate from the Technical Proposal as indicated in the Instruction to Proposers. **The inclusion of any financial information in the Technical Proposal shall lead to disqualification of the Proposer.** The Financial Proposal should align with the requirements of the Terms of Reference and the proposer’s Technical Proposal.

The Proposer is required to 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 change 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

**The estimated volume/quantity is based on a forecast of needs and does not constitute a commitment to place orders up to the volume. The indicated volume/quantity shall be used for evaluation purposes.**

**Currency of proposal: Moldovan Leu / MDL**

**Please refer to the hereby attached Excel File with the name “REVISED FORM K: FORMAT FOR FINANCIAL PROPOSAL” for submission of your financial proposal.**

**REVISED FORM L: PERSONAL BANKING SERVICES PROPOSAL**

|  |  |  |  |
| --- | --- | --- | --- |
| Name of Proposer: | Click or tap here to enter text. | Date: | Click or tap to enter a date. |
| RFP reference: | Click or tap here to enter text. | | |

The proposer is required to prepare the Personal Banking Services Proposal file (Form L) following the below format and submit it in an **envelope separate from the Technical Proposal and Financial Proposal** as indicated in the Instruction to Proposers. **The Personal Banking Proposal file must be encrypted with a password so that it cannot be opened nor viewed until the password is provided.** The password for the Personal Banking Proposal file shall be requested, if necessary, after completion of financial evaluation. Non-compliance with this instruction may result in rejection of the proposal received.

**The evaluation of personal banking services proposals will consider the breadth of services offered and the value/benefit they provide to UN Agency personnel, selecting those that offer the most comprehensive range of services at the best value.**

**Currency of proposal: Moldovan Leu / MDL**

**Please refer to the hereby attached Excel File with the name “REVISED FORM L: PERSONAL BANKING SERVICES PROPOSAL” for submission of your personal banking services proposal.**

**FORM M: MODEL CONTRACT FOR BANKING SERVICES**

# 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. 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.
    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.
    3. The Bank shall administer the Accounts and perform the Services in full conformity with the terms and conditions of this Agreement.
    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. 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. 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.
    2. 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.

.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”).

.20 Term and Termination.

* + 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.
    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

1. 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. 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. 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: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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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.

.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.

1.35Audits 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.

1.35.2The 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.

.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.

* + 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. 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.
    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).
    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.
    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.

* + 1. 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: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** **FOR: UNITED NATIONS**

**DEVELOPMENT PROGRAMME**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_ 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 \_\_\_\_\_\_\_\_\_\_\_\_**