



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

United Nations Development Program 50 <sup>th</sup> Anniversary str,3 Baku, Azerbaijan	<b>DATE: 21.02.2019</b>
	<b>REFERENCE:</b> Selection of the local company for providing technological assistance for Food production under "Support to the development of small family businesses in the Sheki- Zaqatala Economic Zone through ABAD regional centre in Balakan" project. RFP N ABAD 03/2019

Dear Sir / Madam:

We kindly request you to submit a Proposal on providing technological assistance for Food production for beneficiaries of the Project under "Support to the development of small family businesses in the Sheki- Zaqatala Economic Zone through ABAD regional centre in Balakan" Project.

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

The proposal must be submitted on or before **18:00 (by local time) on the 04 March 2019**, via email to the address below:

To: [procurement.aze@undp.org](mailto:procurement.aze@undp.org)

**Subject:** Rendering technological assistance to the beneficiaries of the Project by providing a separate Technologist (s) for the required area of beneficiaries' future business. The proposal should be signed and stamped.

**The Proposer is required to prepare Financial Proposal in a password protected file separate from the Technical Proposal. The passwords to financial document shall not be provided if not officially requested by UNDP.**

Your Proposal must be submitted in **English** and must be valid for a minimum period of **90 days**.

In the course of preparing your Proposal, it shall remain your responsibility to ensure that it reaches the above address on or before the deadline. Proposals that are received by UNDP after the deadline indicated above, for whatever reason, shall not be considered for evaluation. If you are submitting your Proposal by email, kindly ensure that they are signed and in the .pdf format, and free from any virus or corrupted files.

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

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

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

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

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

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

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

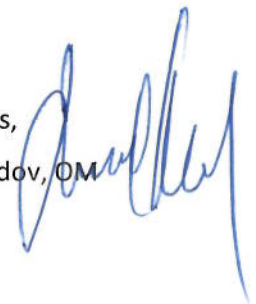
UNDP encourages every prospective Service Provider to prevent and avoid conflicts of interest, by disclosing to UNDP if you, or any of your affiliates or personnel, were involved in the preparation of the requirements, design, cost estimates, and other information used in this RFP.

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

Thank you and we look forward to receiving your Proposal.

Sincerely yours,

Subhan Ahmadov, OM



## Description of Requirements

Context of the Requirement	<p>The overall objective of the project is to contribute to the socio-economic development of the regions of Azerbaijan through enhancing capacity of the ABAD regional centre in Balakan and fostering the creation of modern and sustainable family businesses in rural areas, and enabling equal opportunities and inclusivity in line with European standards and practices. Through collaboration with and provision of support to the work of "ABAD" public legal entity and selected target families, the project will address the challenges that prevent and impede the development of community-based family businesses and rural entrepreneurship, economic regeneration and job creation in the Sheki-Zaqatala Economic Zone.</p> <p>The project will contribute to the Sustainable Development Goal 8: "Promote sustained, inclusive and sustainable economic growth, full and productive employment and decent work for all; Target 8.5 "By 2030, achieve full and productive employment and decent work for all women and men, including for young people and persons with disabilities, and equal pay for work of equal value. The overall objective of the project is to increase the role of the civil society in advancing socio-economic rights of vulnerable populations.</p> <ul style="list-style-type: none"> <li>• <b>Objective of the assignment</b></li> </ul> <p>The general objective of the assignment is hiring a local company which will provide a technological assistance (technologist (s)/expert trainers) for a range of food products.</p> <p>The expert trainers on <b>food</b> will:</p> <ul style="list-style-type: none"> <li>• develop technological procedures and recipes for different dairy products</li> <li>• ensure a proper usage of equipment for dry fruits, hazelnut and frozen vegetables and fruits, compotes, oyster mushroom growing</li> <li>• provide agronomical assistance for peaches and hazelnuts growing, storage and fertilizer usage</li> </ul> <p>The process of the technological assistance will be witnessed by the short photo and video sessions provided by the project team.</p>
Brief Description of the Required Services	<p>its envisaged that the following deliverables are expected:</p> <p><b><i>"Support to the development of small family businesses in the Sheki-Zaqatala Economic Zone through ABAD regional centre in Balakan"</i></b></p> <p>The project defined area where the expertise of the trainers is needed:</p> <ul style="list-style-type: none"> <li>- Technologist (s)/Expert trainers on Food production</li> </ul> <p><b><i>This will include inter alia:</i></b></p>

	<p><b>For food products:</b></p> <ul style="list-style-type: none"> <li>- Conduct the training on the use of the equipment provided</li> <li>- Provide tailor made consultancy on the production process for each beneficiary</li> <li>- Compose a handbook including technological process and recipes, written advices on packaging, storage and tailor made consultancy for each specific product type</li> <li>- Prepare the examination lists and conduct the exam</li> </ul> <p><b>Note 1: Training for food products will be organized in Balakan, Zaqatala, Gakh, Oghuz and Gabala. The total number of days to be spent for consultancy is 120 days.</b></p>
<p>List and Description of Expected Outputs to be Delivered</p>	<p>It is envisaged that the selected service provider will submit the following deliverables:</p> <p>All the reports, draft guidelines, proposals etc. should be sent in electronic form (Microsoft Word and PDF and, if applicable, other relevant formats) or paper form in Azerbaijani.</p> <p><b>The following deliverables are expected:</b></p> <p>All the reports, draft guidelines, proposals etc. should be sent in electronic form (Microsoft Word and PDF and, if applicable, other relevant formats) or paper form in Azerbaijani.</p> <p>The assignment is planned to start on 05 March, 2019 and continue to 30 April, 2019. The total number of expected consultancy days is 120 days in total of which at least <b>25 days</b> of in-country work are expected (travels to the Sheki-Zaqatala zone of Azerbaijan).</p> <p>Supposed place of work is Baku, Azerbaijan, UNDP project office and Sheki-Zaqatala zone.</p> <ul style="list-style-type: none"> <li>- Conduct the training on the use of the equipment provided</li> <li>- Provide tailor made consultancy on the production process for each beneficiary</li> <li>- Compose a handbook including technological process and recipes, written advices on packaging, storage and tailor made consultancy for each specific product type (for food production)</li> <li>- Prepare the examination lists and conduct the exam</li> </ul> <p><b>for more details on deliverables, please see attached ToR as Annex 2</b></p>
<p>Person to Supervise the Work/Performance of the Service</p>	<p>Project Manager, Lead Project Expert and Programme Supervisor</p>

Provider	
Frequency of Reporting	Based upon deliverables
Progress Reporting Requirements	Final deliverables/products shall be submitted and approved by the Project Manager and Lead Expert and ABAD designated representative.
Location of work	Baku, Azerbaijan and Sheki-Zaqatala zone, <i>as indicated in the ToR</i>
Expected duration of work	9 March, 2019 – April, 2019
Target start date	9 March, 2019
Latest completion date	30 April, 2019
Travels Expected	Travel to Sheki-Zaqatala zone
Special Security Requirements	None
Facilities to be Provided by UNDP (i.e., must be excluded from Price Proposal)	<i>All expenses related to venue, food, accommodation, transport for training participants will be covered by UNDP. Company is taking full responsibility for logistical arrangements (meeting with local authorities, stakeholders and beneficiaries and expenses of all experts hired by the company itself).</i>
Implementation Schedule indicating breakdown and timing of activities/sub-activities	✓ Not required
Names and curriculum vitae of individuals who will be involved in completing the services	✓ Required
Currency of Proposal	✓ <b>United States Dollars</b>
Value Added Tax on Price Proposal	✓ <b>must be exclusive of VAT and other applicable indirect taxes</b>
Validity Period of Proposals (Counting for the last day of submission of	✓ <b>90 days</b>  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

quotes)	whatsoever on the Proposal.																	
Partial Quotes	✓ Not permitted																	
Payment Terms	The payment will be done to the Company after successful completion of deliverable with possibilities for maximum 15% of advance payment.																	
	<table border="1"> <thead> <tr> <th>Deliverables</th> <th>Percentage</th> <th>Timing</th> <th>Condition for Payment Release</th> </tr> </thead> <tbody> <tr> <td>Advance payment</td> <td>15%</td> <td>10 March, 2019</td> <td rowspan="4">           Within fifteen (15) days from the date of meeting the following conditions:             a) UNDP's acceptance (i.e., not mere receipt) of the quality of the outputs; and             b) Receipt of invoice from the Service Provider.         </td> </tr> <tr> <td>Upon delivery of training on site and submission of the timesheets by the technologist(s)/expert trainers</td> <td>45 %</td> <td>15 April, 2019</td> </tr> <tr> <td>Upon provision of the exam list and test products</td> <td>25 %</td> <td>20 April, 2019 or earlier</td> </tr> <tr> <td>Upon provision of the final report by the Company</td> <td>15%</td> <td>30 April, 2019</td> </tr> </tbody> </table>	Deliverables	Percentage	Timing	Condition for Payment Release	Advance payment	15%	10 March, 2019	Within fifteen (15) days from the date of meeting the following conditions:  a) UNDP's acceptance (i.e., not mere receipt) of the quality of the outputs; and  b) Receipt of invoice from the Service Provider.	Upon delivery of training on site and submission of the timesheets by the technologist(s)/expert trainers	45 %	15 April, 2019	Upon provision of the exam list and test products	25 %	20 April, 2019 or earlier	Upon provision of the final report by the Company	15%	30 April, 2019
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Person(s) to review/inspect/ approve outputs/complete d services and authorize the disbursement of payment	Project Manager/Project Lead Expert																	
Type of Contract to be Signed	✓ Purchase Order ✓ Contract for Professional Services																	
Criteria for Contract Award	✓ Highest Combined Score (based on the 70% technical offer and 30% price weight distribution, for details see ToR attached as an annex 4)  ✓ 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.																	

Criteria for the Assessment of Proposal	Please see the TOR
UNDP will award the contract to:	✓ One or more Service Providers, depending on the following factors: Technically and financially responsive offers
Annexes to this RFP	<ul style="list-style-type: none"> <li>✓ Form for Submission of Proposal (Annex 2)</li> <li>✓ General Terms and Conditions / Special Conditions (Annex 3)</li> <li>✓ Detailed TOR (Annex 4)</li> </ul>
Contacts for Inquiries (Written inquiries only)	<p><i>Ulvi.badalov@undp.org</i></p> <p><i>Procurement.aze@undp.org</i></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 <i>[pls. specify]</i>	

**FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL**

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

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[Insert: Location].

[Insert: Date]

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

Dear Sir/Madam:

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

**A. Qualifications of the Service Provider**

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

*The company/institution should provide:*

- X Company Profile
- X Technical proposal, methodological approach to work
- X Financial proposal, password protected
- X Tax Registration/Payment Certificate issued by the Internal Revenue Authority evidencing that the Bidder is updated with its tax payment obligations, or Certificate of Tax exemption, if any such privilege is enjoyed by the Bidder
- X Certificate of Registration of the business, including Articles of Incorporation, or equivalent document if Bidder is not a corporation



X Official Letter of Appointment as local representative, if Bidder is submitting a Bid in behalf of an entity located outside the country

X Quality Certificate (e.g., ISO, etc.) and/or other similar certificates, accreditations, awards and citations received by the Bidder, if any

X List of proposed Personnel and their Resumes that show capacity and performance of the minimum requirements;

X Acceptance of General Terms Conditions;

X 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

X VAT excluded from the financial offer

**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.*

**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;*
- b) CVs demonstrating qualifications must be submitted if required by the RFP; and*

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

**The financial proposal must be password protected and separated from RFP. It and shall not be provided until its requested by the procurement office of UNDP.**

The payment will be done to the Company after successful completion of deliverable with possibilities for maximum 15% of advance payment.

**"Support to the development of small family businesses in the Sheki- Zaqatala Economic Zone through ABAD regional centre in Balakan"**

Stage no	Description of the deliverable	Payment term (in % of total contract value)	Total Lump Sum in USD (excluding VAT)
1	Advance payment	15%	
2	Upon delivery of training on site and submission of the timesheets by the	45 %	

	technologist(s)/expert trainers		
3	Upon provision of the exam list and test products	25 %	
4	Upon provision of the final report by the Company	15%	
	<b>Total</b>	<b>100%</b>	

**E. Cost Breakdown by Cost Component:**

	Description of Activity	Remuneration per Unit of Time	Total Period of Engagement		Min no. of Personnel needed	Number of trainees/ family members	Total Rate
			Total days to be spent for assignment	Out of which min in the region			
<b>I. Personnel Services</b>							
1	Dairy products Technologist (s) for cheese and cottage production		20	3	1	3 max	
2	Dairy products Technologist (s) for ice cream productions		20	3	1	6 max	
	<b>Sub total</b>		<b>40</b>	<b>6</b>			
3	Oyster mushroom Technologist (s)		15	3	1	3 max	
4	Dry, frozen and packaged food Technologist (s)		30	8	1	14 max	
5	Agronomical assistance Technologist (s)		15	3	1	12 max	
6	Technologist (s) for compote production		10	3	1	7 max	
7	Technologist (s) for oil production		10	2	1	2 max	
	<b>Sub total</b>		<b>80</b>	<b>19</b>			
	<b>Total consultancy days</b>		<b>120</b>	<b>25</b>			
<b>II. Out of Pocket Expenses</b>							
	1. Travel Costs						

	2. Daily Allowance <sup>1</sup>						
	3. Communications						
	4. Reproduction						
	5. Equipment Lease						
	6. Translation of documents						
	7. Others (please specify)						
	<b>III. Other Related Costs</b>						
	<i>Please specify</i>						

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

*[Designation]*

*[Date]*

<sup>1</sup> According to UNDP rules DSA is calculated 92 USD per day in the regions of Azerbaijan, but this indicative, thus the contract will be lump sum contract covering the entire assignment.

*General Terms and Conditions for Services***1.0 LEGAL STATUS:**

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

**2.0 SOURCE OF INSTRUCTIONS:**

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

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

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

**4.0 ASSIGNMENT:**

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

**5.0 SUB-CONTRACTING:**

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

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

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

## **7.0 INDEMNIFICATION:**

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

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

- 8.1 The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.
- 8.2 The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or the equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract.
- 8.3 The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.
- 8.4 Except for the workmen's compensation insurance, the insurance policies under this Article shall:

- 8.4.1 Name UNDP as additional insured;
- 8.4.2 Include a waiver of subrogation of the Contractor's rights to the insurance carrier against the UNDP;
- 8.4.3 Provide that the UNDP shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.
- 8.5 The Contractor shall, upon request, provide the UNDP with satisfactory evidence of the insurance required under this Article.

**9.0 ENCUMBRANCES/LIENS:**

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

**10.0 TITLE TO EQUIPMENT:**

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

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

- 11.1 Except as is otherwise expressly provided in writing in the Contract, the UNDP shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the Contractor has developed for the UNDP under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract, and the Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for the UNDP.
- 11.2 To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, the UNDP does not and shall not claim any ownership interest thereto, and the Contractor grants to the

UNDP a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.

- 11.3 At the request of the UNDP, the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to the UNDP in compliance with the requirements of the applicable law and of the Contract.
- 11.4 Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract shall be the property of the UNDP, shall be made available for use or inspection by the UNDP at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNDP authorized officials on completion of work under the Contract.

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

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

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

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

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

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

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

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

- 13.2.1** any other party with the Discloser's prior written consent; and,
- 13.2.2** the Recipient's employees, officials, representatives and agents who have a need to know such Information for purposes of performing obligations under the Contract, and employees officials, representatives and agents of any legal entity that it controls controls it, or with which it is under common control, who have a need to know such Information for purposes of performing obligations under the Contract, provided that, for these purposes a controlled legal entity means:
  - 13.2.2.1** a corporate entity in which the Party owns or otherwise controls, whether directly or indirectly, over fifty percent (50%) of voting shares thereof; or,
  - 13.2.2.2** any entity over which the Party exercises effective managerial control; or,
  - 13.2.2.3** for the UNDP, an affiliated Fund such as UNCDF, UNIFEM and UNV.
- 13.3** The Contractor may disclose Information to the extent required by law, provided that, subject to and without any waiver of the privileges and immunities of the United Nations, the Contractor will give the UNDP sufficient prior notice of a request for the disclosure of Information in order to allow the UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.
- 13.4** The UNDP may disclose Information to the extent as required pursuant to the Charter of the UN, resolutions or regulations of the General Assembly, or rules promulgated by the Secretary-General.
- 13.5** The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder.
- 13.6** These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.

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



- 14.1** In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to the UNDP, of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify the UNDP of any other changes in conditions or the occurrence of any event that interferes or threatens to interfere with its performance of this Contract. On receipt of the notice required under this Article, the UNDP shall take such action as, in its sole discretion; it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract.
- 14.2** If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, the UNDP shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 15, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.
- 14.3** Force majeure as used in this Article means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force.
- 14.4** The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in or for any areas in which the UNDP is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas or to any incidents of civil unrest occurring in such areas shall not, in and of itself, constitute force majeure under the Contract..

## **15.0 TERMINATION**

- 15.1** Either party may terminate this Contract for cause, in whole or in part, upon thirty (30) days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16.2 ("Arbitration"), below, shall not be deemed a termination of this Contract.
- 15.2** UNDP reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case UNDP shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.

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

## 16.0 SETTLEMENT OF DISPUTES

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

## **17.0 PRIVILEGES AND IMMUNITIES:**

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

## **18.0 TAX EXEMPTION**

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

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

## **19.0 CHILD LABOUR**

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

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

## **20.0 MINES:**

- 20.1** The Contractor represents and warrants that neither it nor any of its suppliers is actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.
- 20.2** Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind of UNDP.

**21.0 OBSERVANCE OF THE LAW:**

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

**22.0 SEXUAL EXPLOITATION:**

- 22.1** The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all appropriate measures to prohibit its employees or other persons engaged by it from, exchanging any money, goods, services, offers of employment or other things of value, for sexual favors or activities, or from engaging in any sexual activities that are exploitive or degrading to any person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle UNDP to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.
- 22.2** The UNDP shall not apply the foregoing standard relating to age in any case in which the Contractor's personnel or any other person who may be engaged by the Contractor to perform any services under the Contract is married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such Contractor's personnel or such other person who may be engaged by the Contractor to perform any services under the Contract.

**23.0 AUTHORITY TO MODIFY:**

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



## Terms of Reference

**REFERENCE: Selection of the local company for providing technological assistance for Food production under "Support to the development of small family businesses in the Sheki- Zaqatala Economic Zone through ABAD regional centre in Balakan" project. RFP N ABAD 03/2019**

<b>Position</b>	Rendering technological assistance to the beneficiaries of the Project by providing a separate Technologist (s) for the required area of beneficiaries' future business. The proposal should be signed and stamped.
<b>Project Title:</b>	"Support to the development of small family businesses in the Sheki-Zaqatala Economic Zone through ABAD regional centre in Balakan"
<b>Duration of Engagement:</b>	10 March, 2019 – 30 April, 2019
<b>Duty Station:</b>	Baku and Sheki-Zaqatala zone of Azerbaijan Republic
<b>Office:</b>	UNDP Azerbaijan

### a. Background

The overall objective of the project is to contribute to the socio-economic development of the regions of Azerbaijan through enhancing capacity of the ABAD regional centre in Balakan and fostering the creation of modern and sustainable family businesses in rural areas, and enabling equal opportunities and inclusivity in line with European standards and practices. Through collaboration with and provision of support to the work of "ABAD" public legal entity and selected target families, the project will address the challenges that prevent and impede the development of community-based family businesses and rural entrepreneurship, economic regeneration and job creation in the Sheki-Zaqatala Economic Zone.

The project will contribute to the Sustainable Development Goal 8: "Promote sustained, inclusive and sustainable economic growth, full and productive employment and decent work for all; Target 8.5 "By 2030, achieve full and productive employment and decent work for all women and men, including for young people and persons with disabilities, and equal pay for work of equal value. The overall objective of the project is to increase the role of the civil society in advancing socio-economic rights of vulnerable populations.

### b. Objective of the assignment

The general objective of the assignment is hiring a local company which will provide a technological assistance (technologist (s)/expert trainers) for a range of food products.

The expert trainers on **food** will:

- develop technological procedures and recipes for different dairy products
- ensure a proper usage of equipment for dry fruits, hazelnut and frozen vegetables and fruits, compotes, oyster mushroom growing
- provide agronomical assistance for peaches and hazelnuts growing, storage and fertilizer usage

The process of the technological assistance will be witnessed by the short photo and video sessions provided by the project team.

**c. Technical assistance and supervision**

The work planned under this TOR will be conducted under the supervision of the Programme Adviser. The planning process has to be performed on the basis of participatory approach.

**d. Scope of Assignment**

***“Support to the development of small family businesses in the Sheki-Zaqatala Economic Zone through ABAD regional centre in Balakan”***

The project defined main area where the expertise of the trainers is needed:

- Technologist (s)/Expert trainers on Food production

***This will include inter alia:***

***For food products:***

- Conduct the training on the use of the equipment provided
- Provide tailor made consultancy on the production process for each beneficiary
- Compose a handbook including technological process and recipes, written advices on packaging, storage and tailor made consultancy for each specific product type
- Prepare the examination lists and conduct the exam

***Note 1: Training session for food products will be organized in Balakan, Zaqatala, Gakh, Oghuz and Gabala. The total number of days to be spent for training sessions is 120 days.***

**e. Deliverables**

All the reports, draft guidelines, proposals etc. should be sent in electronic form (Microsoft Word and PDF and, if applicable, other relevant formats) or paper form in Azerbaijani.

The assignment is planned to start on 05 March, 2019 and continue to 30 April, 2019. The total number of expected consultancy days is 120 days in total which at least 25 days of in-country work are expected (travels to the Sheki-Zaqatala zone of Azerbaijan).

Supposed place of work is Baku, Azerbaijan, UNDP project office and Sheki-Zaqatala zone.

- Conduct the training on the use of the equipment provided
- Provide tailor made consultancy on the production process for each beneficiary
- Compose a handbook including technological process and recipes, written advices on packaging, storage and tailor made consultancy for each specific product type (for food production)
- Prepare the examination lists and conduct the exam

<b>Deliverable 1:</b> Upon delivery of training on site and submission of the timesheets	<b>Total days to be spent for assignment (including</b>			<b>Minimum requirements on consultants to be engaged</b>
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by the technologist(s)/expert trainers	days in the region)	Min no. of Personnel needed	Number of trainees/family members	
<p><b>For Dairy products</b></p> <p><b>Technologist (s) for cheese, cottage and ice cream production</b></p> <ul style="list-style-type: none"> <li>• To instruct the beneficiaries on how to use the ice-cream and dairy equipment</li> <li>• Development of recipes for at least 3 different ice-cream types</li> <li>• Recipes for traditional soft cottage, cheese and butter</li> <li>• Description of the technological process of all the recipes</li> <li>• Conduct examination for recipes and equipment usage</li> <li>• Draft short handbook on description of the process for beneficiary</li> <li>• Consultation on packaging solutions</li> <li>• Written advices on food security especially designed for each beneficiary</li> </ul>	<p>40 (6 –in the regions) Zaqatala, Balakan regions</p>	1	<p>3 max for cheese and cottage</p> <p>6 max for ice cream</p>	<p><b>Education</b></p> <ul style="list-style-type: none"> <li>• University degree in Food science, agriculture, biology, microbiology or relevant or proven track record of at least 5 years of successful and recognized private or public activities in food sector</li> </ul> <p><b>Experience</b></p> <ul style="list-style-type: none"> <li>• Minimum of 3 years of experience in food industry with relevant university degree or minimum of 5 years of recognized track record in private or public activities in food sector;</li> <li>• Knowledge of different food equipment usage, dairy</li> </ul>
<p><b>Oyster mushroom Technologist (s)</b></p> <ul style="list-style-type: none"> <li>• Growing techniques in the current regional conditions</li> <li>• Consultation on preparation of different products on oyster</li> </ul>	<p>15 (3-in the regions) Gabala region</p>	1	3 max	



<p>mushrooms (dried, pickled and etc.)</p> <ul style="list-style-type: none"> <li>• Advices on the prolongation of the shelf lifetime</li> <li>• Written advices on food security especially designed for each beneficiary</li> </ul>				<p>products, technological processes for food products, food security</p> <ul style="list-style-type: none"> <li>• Knowledge of local regulations on food</li> </ul>
<p><b>Dry, frozen and packaged food Technologist (s)</b></p> <ul style="list-style-type: none"> <li>• To instruct the beneficiaries on how to use the equipment</li> <li>• Description of technologies for dry fruit production</li> <li>• Description of technologies for frozen berries and vegetables</li> <li>• Technology of dehydrating of persimmons, dehydrated nuts, fruits and frozen vegetables and berries</li> <li>• Consultation on packaging solutions</li> <li>• Consultation on the prolongation of the shelf lifetime</li> <li>• Written advices on food security especially designed for each beneficiary</li> </ul>	<p><b>30 (8-in the regions) Zaqatala, Balakan regions</b></p>	<p><b>1</b></p>	<p><b>14 max</b></p>	<ul style="list-style-type: none"> <li>• Experience in conducting trainings, seminars, conferences</li> </ul>

<p><b>Agronomical assistance Technologist (s)</b></p> <ul style="list-style-type: none"> <li>• Provide consultation on mineral and organic soil fertilizers</li> <li>• Provide consultation tree cutting techniques for given crops</li> <li>• Provide consultation on food storage</li> <li>• Written advices on food security especially designed for each beneficiary</li> </ul>	<p><b>15 (3-in the regions) Gakh region</b></p>	<p><b>1</b></p>	<p><b>12 max</b></p>	
<p><b>Technologist (s) for compote production</b></p> <ul style="list-style-type: none"> <li>• Develop recipes for mixed fruit compotes with low sugar</li> <li>• Original compote recipes using mountain berries and herbs (new to the market) at least 1 new product</li> <li>• Consultation on storage conditions</li> <li>• Written advices on food security especially designed for each beneficiary</li> </ul>	<p><b>10 (3-in the regions) Oghuz region</b></p>	<p><b>1</b></p>	<p><b>7 max</b></p>	
<p><b>Technologist (s) for oil production</b></p> <ul style="list-style-type: none"> <li>• Consultation on new oil production technologies</li> <li>• Consultancy on the increase of the volume of production of nut and berry oil</li> </ul>	<p><b>10 (2-in the regions) Zaqatala</b></p>	<p><b>1</b></p>	<p><b>2 max</b></p>	

<ul style="list-style-type: none"> <li>• Advices on packaging and storage</li> </ul>				
<b>Deliverable 2:</b> Upon provision of the exam list and test products				<b>Minimum requirements on consultants to be engaged</b>
<ul style="list-style-type: none"> <li>• Conduct the training on the use of the equipment provided</li> <li>• Provide tailor made consultancy on the production process for each beneficiary</li> <li>• Compose a handbook including technological process and recipes, written advices on packaging, storage and tailor made consultancy for each specific product type (for food production)</li> <li>• Prepare the examination lists and conduct the exam</li> </ul>				<p><i>Note: technologists/ experts will be the same for each deliverable</i></p> <p><i>Please refer to requirement outlined in Deliverable 1.</i></p>

<b>Deliverable 3:</b> Upon provision of the final report by the Company	<b>Minimum requirements on consultants to be engaged</b>
<ul style="list-style-type: none"> <li>• Outline additional technological advices</li> <li>• Design patterns</li> <li>• Overall evaluation of the assignment</li> </ul>	<p><b>Note</b> <i>technologists/ experts will be the same of each deliverable. <u>Fluence in Azerbaijani, knowledge of English is preferrable.</u></i></p> <p>- <i>Please refer to requirement outlined in Deliverable 1.</i></p>

f. Detailed provision of monitoring and progress controls, including reporting requirements, frequency, format and deadlines;

Monitoring and progress control will be conducted by the Project Manager in consultation with the UNDP Programme Officer.

Reporting, its frequency, format and deadlines will be done in accordance with the phases and deliverables shown in the respective section below.

**g. Deliverables, timing and proposed payment terms**

The selected company is responsible for contribution to the following deliverables:

Deliverables	Percentage	Timing	Condition for Payment Release
Advance payment	15%	10 March, 2019	Within fifteen (15) days from the date of meeting the following conditions: a) UNDP's acceptance (i.e., not mere receipt) of the quality of the outputs; and b) Receipt of invoice from the Service Provider.
Upon delivery of training on site and submission of the timesheets by the technologist(s)/expert trainers	45 %	15 April, 2019	
Upon provision of the exam list and test products	25 %	20 April, 2019 or earlier	
Upon provision of the final report by the Company	15%	30 April, 2019	

The proposed payment percentages can be changed by the Project Lead Expert according to his/her approach to the task.

**h. Approval Process**

The authorization for each respective payment will be made by UNDP Project Manager after the acceptance of each deliverable by the Project Manager.

**i. General qualification Requirements**

The company should provide:

- X Company Profile
- X Technical proposal, methodological approach to work
- X Financial proposal, password protected
- X Tax Registration/Payment Certificate issued by the Internal Revenue Authority evidencing that the Bidder is updated with its tax payment obligations, or Certificate of Tax exemption, if any such privilege is enjoyed by the Bidder
- X Certificate of Registration of the business, including Articles of Incorporation, or equivalent document if Bidder is not a corporation
- X Official Letter of Appointment as local representative, if Bidder is submitting a Bid in behalf of an entity located outside the country
- X Quality Certificate (e.g., ISO, etc.) and/or other similar certificates, accreditations, awards and citations received by the Bidder, if any

X List of proposed Personnel and their Resumes that show capacity and performance of the minimum requirements;

X Acceptance of General Terms Conditions;

X 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

X VAT excluded from the financial offer

g. Criteria for the Assessment of Proposal

Summary of Technical Proposal Evaluation Forms		Score Weight	Points Obtainable
1.	<ul style="list-style-type: none"> <li>- Expertise of Firm / Organization</li> <li>- Proven track of experiences in related field</li> </ul>	25%	25
2.	Proposed Methodology, Approach and Implementation Plan	25%	25
3.	Management Structure and Key Personnel, Suitability of the proposed consultants	50%	50
<b>Total</b>			<b>100</b>

Combined scoring method, the formula for the rating of the Proposals will be as follows:

Rating the Technical Proposal (TP):

$$\text{TP Rating} = (\text{Total Score Obtained by the Offer} / \text{Max. Obtainable Score for TP}) \times 100$$

Rating the Financial Proposal (FP):

$$\text{FP Rating} = (\text{Lowest Priced Offer} / \text{Price of the Offer Being Reviewed}) \times 100$$

Total Combined Score:

$$(\text{TP Rating}) \times (\text{Weight of TP, e.g. 70\%})$$

$$+ (\text{FP Rating}) \times (\text{Weight of FP, e.g., 30\%})$$

**Total Combined and Final Rating of the Proposal**

**Note 1:** offers that are rated 70% and above will participate in the next stage of evaluation

**Note 2:** The Contractor will be responsible for all issues connected to the implementation of tasks, including payment of lump sum for local field workers.

Offer should include lump sum with taking into consideration all visits of experts to pilot zone (field trips/works, professional fees, interviews, transportation, hotel fees, accommodation and all other related etc.) excluding expenses for training participants which will be covered by the project separately.