



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

United Nations Development Program 50 th Anniversary str,3 Baku, Azerbaijan	DATE: July 29, 2019
	REFERENCE: RFP for IDP Research

Dear Sir / Madam:

We kindly request you to submit your Proposal for IDP Research.

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

Proposals may be submitted on or before **Wednesday, August 14, 2019 18: 00** and via email, to the procurement.aze@undp.org email address.

Subject: RFP for IDP Research. The proposal should be signed and stamped.

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

Your Proposal must be expressed in the English language, and valid for a minimum period of 60 days.

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

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

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

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

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

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

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

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

Thank you and we look forward to receiving your Proposal.

Sincerely yours, 

Subhan Ahmadov,
Operations Manager
7/29/2019

Description of Requirements

Context of the Requirement	Selection of the entity/company to conduct research on the needs of Internally Displaced Persons in Azerbaijan.		
Implementing Partner of UNDP			
Brief Description of the Required Services ¹	Research on the needs of Internally Displaced Persons in Azerbaijan		
List and Description of Expected Outputs to be Delivered	The proposed structure of the report developed. This may include but shouldn't be limited to the summary, introduction, brief situation analysis, major contents and the action plan/recommendations for Azerbaijan.	10 days	
	Draft report that outlines results of desk research, overview of policies and institutional mechanisms, interviews with public officials, IDP communities, private sector, civil society groups, and other segments of society in 10 locations and recommendations for developing and implementing nation-wide policies, local programs and strategic initiatives in support of resilient and sustainable IDP communities	40 days	
	The final version of the report with all the comments addressed and all the references, annexes and tables included.	10 days	
Person to Supervise the Work/Performance of the Service Provider	<i>Policy Analyst</i>		
Frequency of Reporting	<i>Monthly</i>		
Progress Reporting Requirements	N/A		
	<input type="checkbox"/> Exact Address/es [pls. specify] <input checked="" type="checkbox"/> At Contractor's Location		

¹ A detailed TOR may be attached if the information listed in this Annex is not sufficient to fully describe the nature of the work and other details of the requirements.

Location of work	and Survey Conducted Regions.
Expected duration of work	2 months
Target start date	26 August 2019
Latest completion date	15 October 2019
Travels Expected	N/A
Special Security Requirements	N/A <input type="checkbox"/> Security Clearance from UN prior to travelling <input type="checkbox"/> Completion of UN's Basic and Advanced Security Training <input type="checkbox"/> Comprehensive Travel Insurance <input type="checkbox"/> Others <i>[pls. specify]</i>
Facilities to be Provided by UNDP (i.e., must be excluded from Price Proposal)	N/A <input type="checkbox"/> Office space and facilities <input type="checkbox"/> Land Transportation <input type="checkbox"/> Others <i>[pls. specify]</i>
Implementation Schedule indicating breakdown and timing of activities/sub-activities	<input type="checkbox"/> Required <input checked="" type="checkbox"/> Not Required
Names and curriculum vitae of individuals who will be involved in completing the services	<input checked="" type="checkbox"/> Required <input type="checkbox"/> Not Required
Currency of Proposal	<input checked="" type="checkbox"/> United States Dollars <input type="checkbox"/> Euro <input type="checkbox"/> Local Currency

Value Added Tax on Price Proposal ²	<input type="checkbox"/> must be inclusive of VAT and other applicable indirect taxes <input checked="" type="checkbox"/> must be exclusive of VAT and other applicable indirect taxes.			
Validity Period of Proposals (Counting for the last day of submission of quotes)	<input checked="" type="checkbox"/> 60 days <input type="checkbox"/> 90 days <input type="checkbox"/> 120 days In exceptional circumstances, UNDP may request the Proposer to extend the validity of the Proposal beyond what has been initially indicated in this RFP. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Proposal.			
Partial Quotes	<input checked="" type="checkbox"/> Not permitted <input type="checkbox"/> Permitted [pls. provide conditions for partial quotes, and ensure that requirements are properly listed to allow partial quotes (e.g., in lots, etc.)]			
Payment Terms ³	N	Deliverable	Timeline	Payment term contract value
	1.	The proposed structure of the report developed. This may include but shouldn't be limited to the summary, introduction, brief situation analysis, major contents and the action plan/recommendations for Azerbaijan.	10 days	19%
	2.	Draft report that outlines results of desk research, overview of policies and institutional mechanisms, interviews with public officials, IDP communities, private sector, civil society groups, and other segments of society in 10 locations and recommendations for developing and implementing nation-wide policies, local programs and strategic initiatives in support of resilient and sustainable IDP communities	40 days	61%
	3.	The final version of the report with all the comments addressed and all the references, annexes and tables included.	10 days	20%
Person(s) to review/inspect / approve outputs/completed services	Policy Analyst			

³ UNDP preference is not to pay any amount in advance upon signing of contract. If the Service Provider strictly requires payment in advance, it will be limited only up to 20% of the total price quoted. For any higher percentage, or any amount advanced exceeding \$30,000, UNDP shall require the Service Provider to submit a bank guarantee or bank cheque payable to UNDP, in the same amount as the payment advanced by UNDP to the Service Provider.

and authorize the disbursement of payment	
Type of Contract to be Signed	<input type="checkbox"/> Purchase Order <input checked="" type="checkbox"/> Contract for Services <input type="checkbox"/> Long-Term Agreement ⁴ (if LTA will be signed, specify the document that will trigger the call-off. E.g., PO, etc.) <input type="checkbox"/> Other Type of Contract [pls. specify]
Criteria for Contract Award	<input type="checkbox"/> Lowest Price Quote among technically responsive offers <input checked="" type="checkbox"/> Highest Combined Score (based on the 70% technical offer and 30% price weight distribution) Minimum threshold for technical proposals is 70 % i.e 49 point <input checked="" type="checkbox"/> Full acceptance of the UNDP Contract General Terms and Conditions (GTC). This is a mandatory criteria and cannot be deleted regardless of the nature of services required. Non acceptance of the GTC may be grounds for the rejection of the Proposal.
Criteria for the Assessment of Proposal	<p>Technical Proposal (70%)</p> <input checked="" type="checkbox"/> Expertise of the Firm- 20 points <input checked="" type="checkbox"/> Methodology, Its Appropriateness to the Condition and Timeliness of the Implementation Plan- 30 points <input checked="" type="checkbox"/> Management Structure and Qualification of Key Personnel- 20 points
	<p>Financial Proposal (30%)</p> <p>To be computed as a ratio of the Proposal's offer to the lowest price among the proposals received by UNDP.</p>
UNDP will award the contract to:	<input checked="" type="checkbox"/> One and only one Service Provider <input type="checkbox"/> One or more Service Providers, depending on the following factors : [Clarify fully how and why will this be achieved. <u>Please do not choose this option without indicating the parameters for awarding to multiple Service Providers</u>]
Annexes to this RFP ⁵	<input checked="" type="checkbox"/> Form for Submission of Proposal (Annex 2) <input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 3) ⁶ <input checked="" type="checkbox"/> Detailed TOR [optional if this form has been accomplished comprehensively] <input type="checkbox"/> Others ⁷ [pls. specify]

⁴ Minimum of one (1) year period and may be extended up to a maximum of three (3) years subject to satisfactory performance evaluation. This RFP may be used for LTAs if the annual purchases will not exceed \$100,000.00.

⁵ Where the information is available in the web, a URL for the information may simply be provided.

⁶ Service Providers are alerted that non-acceptance of the terms of the General Terms and Conditions (GTC) may be grounds for disqualification from this procurement process.

⁷ A more detailed Terms of Reference in addition to the contents of this RFP may be attached hereto.

<p>Contact Person for Inquiries (Written inquiries only)⁸</p>	<p><i>Ms. Lala Darchinova</i> <i>[Designation]</i> <i>Lala.darchinova@one.un.org</i> <i>and</i> <i>Procurement.aze@undp.org</i> 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>
<p>Other Information <i>[pls. specify]</i></p>	

FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL⁹

(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery¹⁰)

[insert: Location].

[insert: Date]

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

Dear Sir/Madam:

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

A. Qualifications of the Service Provider

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

- a) *Profile— describing the nature of business, field of expertise, licenses, certifications, accreditations;*
- b) *Certificate of Business Registration.*
- c) *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.*
- d) *Financial Proposal, Password protected,*
(Financial Proposals shall be submitted in password protected document. If the company passes 70 % minimum threshold as a result of technical evaluation, then UNDP will officially request the companies passing 70 % to provide their passwords for financial proposal. The companies not gaining 70% (49 Points) for technical evaluation will not pass to the next stage of the evaluation and their passwords will not be requested.
- e) *Acceptance of General Terms and Conditions*

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

⁹ *This serves as a guide to the Service Provider in preparing the Proposal.*

¹⁰ *Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes.*

appropriate to the local conditions and context of the work.

C. Qualifications of Key Personnel

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

- a) Names and qualifications of the key personnel that will perform the services indicating who is Team Leader, who are supporting, etc.;*
- b) CVs demonstrating qualifications must be submitted if required by the RFP;*

D. Cost Breakdown per Deliverable*

	Deliverables <i>[list them as referred to in the RFP]</i>	Percentage of Total Price <i>(Weight for payment)</i>	Price <i>(Lump Sum, All inclusive)</i>
1.	Deliverable 1		
2.	Deliverable 2		
3.	...		
	Total	100%	

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

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

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

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

General Terms and Conditions for Services

1.0 LEGAL STATUS:

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

2.0 SOURCE OF INSTRUCTIONS:

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

3.0 CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES:

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

4.0 ASSIGNMENT:

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

5.0 SUB-CONTRACTING:

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

6.0 OFFICIALS NOT TO BENEFIT:

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

7.0 INDEMNIFICATION:

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

8.0 INSURANCE AND LIABILITIES TO THIRD PARTIES:

- 8.1** The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.
- 8.2** The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or the equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract.
- 8.3** The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.
- 8.4** Except for the workmen's compensation insurance, the insurance policies under this Article shall:
 - 8.4.1** Name UNDP as additional insured;
 - 8.4.2** Include a waiver of subrogation of the Contractor's rights to the insurance carrier against the UNDP;
 - 8.4.3** Provide that the UNDP shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.
- 8.5** The Contractor shall, upon request, provide the UNDP with satisfactory evidence of the insurance required under this Article.

9.0 ENCUMBRANCES/LIENS:

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

10.0 TITLE TO EQUIPMENT:

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

11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

- 11.1** Except as is otherwise expressly provided in writing in the Contract, the UNDP shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents,

copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the Contractor has developed for the UNDP under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract, and the Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for the UNDP.

- 11.2** To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, the UNDP does not and shall not claim any ownership interest thereto, and the Contractor grants to the UNDP a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.
- 11.3** At the request of the UNDP, the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to the UNDP in compliance with the requirements of the applicable law and of the Contract.
- 11.4** Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract shall be the property of the UNDP, shall be made available for use or inspection by the UNDP at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNDP authorized officials on completion of work under the Contract.

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

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

13.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:

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

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

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

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

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

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

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

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

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

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

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

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

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

14.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

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

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

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

14.4 The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in or for any areas in which the UNDP is engaged in, preparing

to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas or to any incidents of civil unrest occurring in such areas shall not, in and of itself, constitute force majeure under the Contract.

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 entity/company to conduct research on the needs of Internally Displaced Persons in Azerbaijan.

Project Title:	Research on the needs of Internally Displaced Persons in Azerbaijan
Duration of Engagement:	September – October 2019, 60 consultancy days
Office:	UNDP Azerbaijan

a. Background

The early years of Azerbaijan's membership of the United Nations coincided with the escalation of the conflict in and around the Nagorno-Karabakh region of Azerbaijan. The former Nagorno-Karabakh Autonomous Oblast (NKAO) and seven surrounding districts have been fully or partially occupied and 620,000 Internally Displaced People (IDPs) have been prevented from returning to their areas of origin, in spite of four UN Security Council resolutions (822, 853, 874, and 884).

The fragile ceasefire signed in 1994 is constantly violated with the periodical intensification of armed hostilities and the conflict remains unresolved. The unresolved nature of conflict has a lasting negative impact on IDPs from former NKAO and the seven surrounding districts. Social cohesion, resilience, livelihoods, and security of IDP communities continue to be undermined by the lack of progress in resolving the conflict. The main obstacle encountered in the search for durable solutions for IDPs, including a return to their homes or places of origin, remains the absence of a political settlement to the conflict.

The Government of Azerbaijan has made commendable progress in providing housing, rehabilitating infrastructure, restoring social services, and revitalizing economic activity for IDPs. At the same time, there is a body of evidence rather fragmented and not fully updated – suggesting that some categories of IDPs lag behind many other segments of society in terms of a number of important social and economic indicators.¹

Employment and livelihoods. Securing a decent job or finding sources for sustainable livelihood remain a major challenge for many in the IDP community, particularly in rural areas away from the “greater Baku / Sumgayit areas. As mentioned in the Report on Azerbaijan of the Special Rapporteur on the Rights of IDPs, “IDPs overall display lower employment rates and higher work inactivity rates than those who have not been displaced. The lack of available jobs in areas where IDPs live and their lack of social connections to secure appointments stem from and contribute to the marginalization of IDPs. That marginalization may be linked to the location of some of those IDP settlements, which remain disconnected from neighboring communities”.

There are many factors that contribute to persistent difficulties IDPs face in terms of employment and livelihood opportunities. They include the perception of the situation of IDPs as very temporary, the availability of social protection schemes with relatively high benefits, and the establishment of urban-type settlements for IDPs from

¹ World Bank, Azerbaijan—Building Assets and Promoting Self-Reliance: The Livelihoods of Internally Displaced Persons (October 2011), Report of the Special Rapporteur on the human rights of internally displaced persons on follow-up mission to Azerbaijan (April 2015).

originally rural areas. It appears that the conditions for IDPs are particularly challenging in rural areas, where seasonal agricultural work is one of the very few occupations available. The preliminary analysis of the available data suggests that IDPs overall display lower employment rates and higher work inactivity rates in comparison to the rest of working-age population.

Education. Although education at State universities is free for IDPs who pass the entrance exams, not all are able to afford the living costs, and therefore it is not very easy for some IDPs to obtain access into reputable institutions. This eventually leads to an inadequate number of qualified professionals from IDP communities in all sectors including education, which has further multiplying effects such as lack of qualified teachers and lower levels of primary and secondary education in IDP settlements. Therefore, young IDPs are more disadvantaged in accessing education compared to their peers from other population groups.

Public participation. IDPs enjoy full rights of political participation at the national level - in parliamentary and presidential elections. Administrative structures of Nagorno-Karabakh and other occupied districts were retained and moved to areas of high IDPs concentration. There are currently 11 MPs from Nagorno-Karabakh and seven other occupied districts in the Parliament, which comprises a total of 125 members.

At the same time, IDPs cannot vote in municipal council elections in the areas where they currently reside, thus decreasing their ability to affect local decision-making. Nor can they stand as candidates in municipal elections in their areas of displacement. IDPs can run as candidates and vote in municipal elections only for local councils of their areas of origin, where local councils were suspended after the armed conflict in and around Nagorno-Karabakh. Nevertheless, the Government maintains constituencies in IDP areas of origin, in readiness for the time when the return of IDPs will become possible. Thus, IDPs de-facto does not have local self-governance councils. Their inability to take part in local politics limits their participation in and access to public participation and decision-making.

Social cohesion. The specific social status of IDPs, compact settlement, challenges in accessing livelihoods and education, and the lack of social connections to other population groups contribute to the marginalization of IDPs. That marginalization is particularly observed in the locations where IDP settlements remain disconnected from neighboring communities. In addition, the protracted displacement in Azerbaijan resulted in a whole generation of the internally displaced youth, particularly in rural areas, who have only known a life of displacement and is being brought up with the message and prospect of returning to its place of origin.

It is also true that some IDPs themselves prefer this arrangement as part of their desire to preserve the cohesion of their community and retain a separate voice from other communities in their places of temporary displacement. Their preferences are motivated by a strong desire to return homes in Nagorno-Karabakh and surrounding districts in the future. It is, nevertheless, important that these community aspirations do not contribute to a sense of community isolation and disconnect from the rest of society.

b. The objective of the assignment

The proposed research will provide evidence-based and disaggregated data and advice to address the specific needs of vulnerable IDP communities through targeted policies and programs that promote quality education, gender equality, decent work, and economic growth, reduced inequalities, sustainable cities and communities, and peaceful and inclusive societies. The assessment should broaden the understanding of the situation of IDPs and to inform the potential development of technical assistance interventions in this area.

c. Technical assistance and supervision

The work planned under this TOR will be conducted under the supervision Policy Analyst and the final report will be approved by the UNDP Resident Representative.

d. Scope of Assignment

This assignment will have the following main components:

In-depth research based on a desk review and focus group discussions on the current situation with IDPs in Azerbaijan supported by gender and age disaggregated data in terms of their number, origin and current location, socio-demographic characteristics, employment and livelihoods opportunities, financial situation, access to education and public services, infrastructure and access to social services, participation in decision making, and social cohesion and inclusion. The research should identify the main vulnerabilities and unmet needs of IDPs in the country and be presented with the use of infographics to the extent possible;

Overview of national policies and institutional mechanisms supporting IDPs as well as capacity gaps of national/local authorities to respond to IDPs needs;

Interviews and focus group discussions in 10 selected locations with public officials, IDP communities, private sector, civil society groups, and other segments of society to identify main challenges for IDPs in above-mentioned areas and their perceptions by the larger public;

Mapping of recent and current interventions by public entities, private sector, international organizations, and civil society, as well as locally-driven community initiatives concerning assistance, self-sufficiency or development projects/programs for IDPs;

Specific recommendations for developing and implementing nation-wide policies, local programs and strategic initiatives in support of resilient and sustainable IDP communities.

e. Deliverables, timing, and proposed payment terms

Under overall supervision by UNDP Azerbaijan, and in consultations with the UN Country Team, the assigned team will be accountable for the following measurable deliverables:

N	Deliverable	Timeline	Payment term (in % of total contract value)
1.	The proposed structure of the report developed. This may include but shouldn't be limited to the summary, introduction, brief situation analysis, major contents and the action plan/recommendations for Azerbaijan.	10 days	19%
2.	Draft report that outlines results of desk research, overview of policies and institutional mechanisms, interviews with public officials, IDP communities, private sector, civil society groups, and other segments of society in 10 locations and recommendations for developing and implementing nation-wide policies, local programs and strategic initiatives in support of resilient and sustainable IDP communities	40 days	61%
3.	The final version of the report with all the comments addressed and all the references, annexes and tables included.	10 days	20%

The expected key parameters of the final product:

Length: about 40-50 pages;

Format: user-friendly with maps, charts, tables, and infographics;

Language: English

Exclusivity rights: The final product belongs solely to the UNDP Azerbaijan and any re-use of the product should be prior agreed with UNDP Azerbaijan.

Monitoring and progress control will be conducted by the Policy Analyst.

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

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

f. Approval Process

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

g. General qualification Requirements

The company should provide:

- Company Profile, which should not exceed fifteen (15) pages;
- Technical proposal, methodological approach to work;
- Financial proposal, password protected (proposals should be sent in PDF format and secured by password. If passed technical evaluation, candidates will be contacted to send passwords. Applications sent without a password will be disqualified.);
- Certificate of Registration of the NGO;
- List of proposed Personnel and their Resumes that show capacity and performance of the minimum requirements;
- Acceptance of General Terms Conditions;
- 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;
- VAT excluded from the financial offer.

h. Criteria for the Assessment of Proposal

Summary of Technical Proposal Evaluation Forms		Points Obtainable
1.	<ul style="list-style-type: none">- The expertise of Firm / Organization- Proven track of experiences in related field and cooperation with international organizations	20
2.	<ul style="list-style-type: none">- Proposed Methodology, Approach and Implementation Plan	30
3.	<ul style="list-style-type: none">- Management Structure and Key Personnel, Suitability of the proposed consultants	20
		70

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

Rating the Technical Proposal (TP):

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

Rating the Financial Proposal (FP):

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

Total Combined Score:

(TP Rating) x (Weight of TP, e.g., 70%)

+ (FP Rating) x (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.

i. Duration and Expected Timeframe

The contract will cover the period of 60 calendar days in total. The selected entity/company should be available for the assignment by **26 August 2019**.

j. Submission requirements:

The qualified entity/company shall submit following documentation to procurement.aze@undp.org e-mail address no later than **14 August 2019 18:00, Baku time (GMT + 4)**:

- Company Profile, which should not exceed fifteen (15) pages;
- Technical proposal, methodological approach to work;
- **Financial Proposal, Password protected - Financial Proposals shall be submitted in password protected document. If a company passes 70 % minimum threshold as a result of technical evaluation, then UNDP will officially request the companies passing 70 % to provide their passwords for financial proposal. The companies not gaining 70% (49 Points) for technical evaluation will not pass to the next stage of the evaluation and their passwords will not be requested.**
- Certificate of Registration;
- List of proposed Personnel and their Resumes that show capacity;
- Acceptance of General Terms Conditions;
- 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;
- VAT excluded from the financial offer.

Please be informed that this is the reannouncement and candidates/entities/ applied previously should apply again if interested.

Only applications from entities/companies will be assessed (applications from individuals will not be considered).