



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

United Nations Development Program 50 th Anniversary str,3 Baku, Azerbaijan	DATE: 11/06/2019
	REFERENCE Development of University Management System and Website within the "Capacity Building of the Azerbaijan Tourism and Management University" Project

Dear Sir / Madam:

We kindly request you to submit a Proposal on providing assistance with the activities within the Project on "Capacity Building of the Azerbaijan Tourism and Management University".

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 **24 June 2019**, via email to the address below:

To: procurement.aze@undp.org

Subject: Assistance with activities within CBATMU Project

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 **120 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.

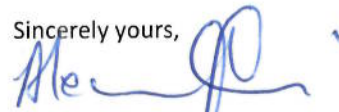
UNDP's vendor protest procedure is intended to afford an opportunity to appeal for persons or firms not awarded a Purchase Order or Contract in a competitive procurement process. In the event that you believe you have not been fairly treated, you can find detailed information about vendor protest procedures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

Thank you and we look forward to receiving your Proposal.

Sincerely yours,



Mr. Alessandro Fracassetti,
Resident Representative,
UNDP Azerbaijan

Annex 1

Description of Requirements

<p>Context of the Requirement</p>	<p>The overall objective of the "Capacity Building of the Azerbaijan Tourism and Management University is to support the Faculty of Tourism and Hospitality of the ATMU in obtaining the UNWTO TedQual Certification. This will be achieved through the implementation of the recommendations of the UNWTO Themis Foundation, reflected in pre-audit report, submitted to the ATMU by the UNWTO Themis Foundation in September 2017, aimed to enhance the capacity of the Faculty of Tourism and Hospitality of the ATMU for successful completion of the UNWTO TedQual audit process.</p> <p>LOT 1: Establishment of the University Management System (UMS) for the Azerbaijan Tourism and Management University</p> <p>The UMS will give the opportunity to the ATMU to streamline all administrative and academic duties.</p> <p>The UMS should be a web-based system, which allows authorized users to access the system via internet browser or IOS and Android applications:</p> <p>LOT 2: Development of the multi lingual modern website for the Azerbaijan Tourism and Management University</p> <p>The service provider will work in close cooperation with the ATMU to develop the website for the ATMU, according to requirements of the attached TOR.</p> <p>OBJECTIVE OF THE ASSIGNMENT</p> <ul style="list-style-type: none"> - The Azerbaijan Tourism and Management University intends to establish and integrate the electronic University Management System (UMS) in order to replace old paper work system, to improve the efficiency of the university management, real time information processing and knowledge management. The main goal is to create an integrated modular categories such as HR, DocFlow, Student Lifecycle management, Administration Process, Fees/Payments Management, Scheduling, Online Examination, Library etc. - The Azerbaijan Tourism and Management University intends to develop a new modern website.
<p>Brief Description of the Required Services</p>	<p>The service provider in close cooperation with UNDP and ATMU will establish the University Management System and develop new website for the ATMU according to the requirements of TOR</p>
<p>List and Description of Expected Outputs to be Delivered</p>	<ul style="list-style-type: none"> - University Management System - Website
<p>Person to</p>	<p>Project Manager and Programme Supervisor</p>

Supervise the Work/Performance of the Service Provider	
Frequency of Reporting	Monthly
Progress Reporting Requirements	
Location of work	Baku, Azerbaijan
Expected duration of work	June 2019 – October 2019,
Target start date	June 2019
Latest completion date	October 31, 2019
Travels Expected	No
Special Security Requirements	None
Facilities to be Provided by UNDP (i.e., must be excluded from Price Proposal)	na
Implementation Schedule indicating breakdown and timing of activities/sub-activities	✓ Required
Names and curriculum vitae of individuals who will be involved in completing the services	✓ Required
Currency of Proposal	<input checked="" type="checkbox"/> United States Dollars <input checked="" type="checkbox"/> Local Currency (AZN)
Value Added Tax on Price Proposal	✓ 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"/> 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	✓ Permitted
Payment Terms	The payment will be done to the Company after successful completion of deliverable Lot 1

Deliverables	Percentage	Timing	Condition for Payment Release
Upon completion of assigned tasks	100 %	October 31, 2019	Within fifteen (15) days from the date of meeting the following conditions: a) UNDP's written acceptance (i.e., not mere receipt) of the quality of the outputs; and b) Receipt of invoice from the Service Provider.
Lot 2			
Deliverables	Percentage	Timing	Condition for Payment Release
Upon completion of assigned tasks	100 %	September 30, 2019	Within fifteen (15) days from the date of meeting the following conditions: a) UNDP's written acceptance (i.e., not mere receipt) of

				the quality of the outputs; and b) Receipt of invoice from the Service Provider.
Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment	Project Manager			
Type of Contract to be Signed	✓ Contract for Services			
Criteria for Contract Award	✓ Combined scoring method based on the 70% technical offer and 30% price weight distribution ✓ 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	✓ Form for Submission of Proposal (Annex 2) ✓ General Terms and Conditions / Special Conditions (Annex 3) ✓ Detailed TOR (Annex 4)			
Contact Person for Inquiries (Written inquiries only)	Sabina Babayeva Project Manager +99412 598 55 19 (24) Sabina.babayeva@undp.org Cc procurement.aze@undp.org 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.			
Other Information [pls. specify]				

FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL

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

[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 for each lot separately:

- ✓ *Business license or tax registration form;*
- ✓ *At least 5 years of previous experience in related sector;*
- ✓ *Acceptance of General Terms Conditions;*
- ✓ *Profile of the company/institution*
- ✓ *Track Record – list of clients for similar services as those required by UNDP, indicating description of contract scope, contract duration;*
- ✓ *CVs of experts to be involved within the assignment*
- ✓ *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*
- ✓ *At least two reference letters from business partners*
- ✓ *Quality Certificate (e.g., ISO, etc.) and/or other similar certificates, accreditations, awards and citations received by the Bidder, if any*
- ✓ *The Company shall closely liaise with and follow any instructions by UNDP's Project Manager.*

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 for each lot separately.

C. Qualifications of Key Personnel

If required by the RFP, the Service Provider must provide for each lot:

a) Names and qualifications of the key personnel that will perform the services indicating who is Team Leader, who are supporting, etc.;

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

D. Cost Breakdown per Deliverable*

The financial proposal must be password protected and separated from technical proposal. 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 deliverables.

LOT 1: Establishment of the University Management System for the ATMU

Deliverables	Percentage	Timing	Condition for Payment Release
Upon completion of assigned tasks.	100 %	October 31, 2019	Within fifteen (15) days from the date of meeting the following conditions: <ul style="list-style-type: none"> a) UNDP's written acceptance (i.e., not mere receipt) of the quality of the outputs; and b) Receipt of invoice from the Service Provider.

LOT 2: Development of the Website for the ATMU

Deliverables	Percentage	Timing	Condition for Payment Release
Upon completion of assigned tasks.	100 %	September 30, 2019	Within fifteen (15) days from the date of meeting the following conditions: <ul style="list-style-type: none"> a) UNDP's written acceptance (i.e., not mere receipt) of the quality of the outputs; and b) Receipt of invoice from the Service Provider.

E. Cost Breakdown by Cost Component LOT 1:

Description of Activity	Remuneration per Unit of Time	Total Period of Engagement	No. of Personnel	Total Rate
I. Personnel Services				
Team Manager				
Software Developer				
Content Manager				
II. Out of Pocket Expenses				
1. Travel Costs				
2. Daily Allowance				
3. Communications				
4. Reproduction				
5. Equipment Lease				
6. Translation of documents				
7. Others (please specify)				
III. Other Related Costs				
<i>Please specify</i>				

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

[Designation]

[Date]

F. Cost Breakdown by Cost Component LOT 2:

Description of Activity	Remuneration per Unit of Time	Total Period of Engagement	No. of Personnel	Total Rate
I. Personnel Services				
Team Manager				
Web-designer				
Front-end developer				
Back-end developer				
Content Manager				
II. Out of Pocket Expenses				
1. Travel Costs				
2. Daily Allowance				
3. Communications				
4. Reproduction				
5. Equipment Lease				
6. Translation of documents				
7. Others (please specify)				
III. Other Related Costs				
<i>Please specify</i>				

*[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:

REFERENCE: Development of University Management System and Website within the
“Capacity Building of the Azerbaijan Tourism and Management University” Project

№ RFP/2019

Position: Local company to carry out below listed activities within the project

Project title: “Capacity Building of the Azerbaijan Tourism and Management University”

Expected duration: June 2019 – October 2019

Duty station: Baku, Azerbaijan

Office: UNDP Azerbaijan

A. Background:

Tourism is increasingly becoming an important part of Azerbaijan’s economy. The total contribution of tourism to country’s GDP was 14.6% in 2017. The boom in the country’s oil and gas industries has given a boost to the development of the tourism sector creating a demand for more and improved accommodation facilities, infrastructure and services. As Azerbaijan is establishing itself on the international arena, the country regularly hosts regional and international events and international exhibitions.

To facilitate effective development of the tourism sector, the State Tourism Agency of the Republic of Azerbaijan (STA) was established on the basis of the Ministry of Culture and Tourism on 20 April 2018 by the Decree of the President of the Republic of Azerbaijan. The main responsibility of the State Tourism Agency is to formulate, coordinate and implement state tourism policy.

The cooperation of the UNDP and the STA started on December 6, 2018 by the signing of the “Capacity Building of the Azerbaijan Tourism and Management University (ATMU)” Project.

The Project aims to support the Faculty of Tourism and Hospitality of the ATMU in obtaining the UNWTO TedQual Certification. This will be achieved through the implementation of the recommendations of the UNWTO Themis Foundation, reflected in pre-audit report, submitted to the ATMU by the UNWTO Themis Foundation in September 2017, aimed to enhance the capacity of the Faculty of Tourism and Hospitality of the ATMU for successful completion of the UNWTO TedQual audit process.

The project will focus on the following activities:

- Preparation of the ATMU self-evaluation report

- Establishment of the E-University system
- Development of the new teaching methodologies and enhancement of the evaluation system
- Translation of required international manuals to Azerbaijani language
- Development of the new website for the ATMU
- Enhancement of the quality assurance system
- UNWTO TedQual Audit

B. OBJECTIVE OF THE ASSIGNMENT

- The Azerbaijan Tourism and Management University intends to establish and integrate the electronic University Management System (UMS) in order to replace old paper work system, to improve the efficiency of the university management, real time information processing and knowledge management. The main goal is to create an integrated modular categories such as HR, DocFlow, Student Lifecycle management, Administration Process, Fees/Payments Management, Scheduling, Online Examination, Library etc.
- The Azerbaijan Tourism and Management University intends to develop a new modern website.

LOT 1: ESTABLISHMENT OF THE UNIVERSITY MANAGEMENT SYSTEM FOR THE AZERBAIJAN TOURISM AND MANAGEMENT UNIVERSITY

C. SCOPE OF ASSIGNMENT FOR LOT 1

The UMS should be a web-based system, which allows authorized users to access the system via internet browser or IOS and Android applications.

In order to satisfy the requirements the design should be simple and all the different interfaces should follow a standard template. All the designers must have been developed web-based applications previously and they must be aware of html restriction and cross browsers implementations before starting the designing. Switching between interfaces should be with the minimum impact for the users. All user interfaces should be able to interact with the user management module and a part of the interface must be dedicated to the login/logout module.

Security Requirements:

The database may get crashed at any certain time due to virus or operating system failure. Therefore, it is required to take the database backup (cold and hot). Also Disaster Recovery function should be implemented.

Users access

There are four different types of users who will be using this product:

Administrator

The administrator has the full-fledged rights over the UMS.

- Can create/delete an account.
- Can view the accounts.
- Can change the password.
- Can hide any kind of features from the both of users.
- Insert/delete/edit the information of available on UMS.
- Can access all the accounts of the faculty members/students.

Faculty members

- Can mark the attendance of students online.
- Can view the attendance online.
- Can upload marks, assignments, reading materials for students.
- Can view lessons schedule
- Can view academic calendar
- Can view subject groups
- Can add or delete files
- Can send notifications to students or staff
- Can view news and notifications from faculty or other staff

Students

- Timetable of classes and exams
- Can view individual study program
- Can add and edit files
- Can view news and announces
- Can view attendance and marks

Alumnus

- Can view and add news and announces
- Can add current work or activities
- Can upload files and pictures
- Can search for course mates

Modules

1.1. HR Module

This module will contain organization structure of University and all personal data of staff. All the data and used references used in this module can only be edited by privileged user.

1.2. Students module

In this module, all students and their personal information will be added and edited by privileged users. Some main information is shown below:

- Faculty
- Specialty

- Qualification
- Course
- Education level
- Education payment form
- Teaching language

Generation of student ID-card function should be implemented here.

Student username and password for login to UMS will be created automatically as only they registered in this module and should be sent to them by e-mail or sms. Username and password can be edited by user himself in Users page or by administrator.

As only student registered his "Personal Education Plan" is generated.

1.3. Education Process Module

Ministry of Education of the Republic of Azerbaijan ratified Bologna Process in 2005 and all principles of educational process should be based on the standards and regulations of the Bologna declaration.

This module contains main sub-modules listed below:

- Organization groups
- Groups by subject
- Discipline catalog
- Education plan (Curriculum)
- Course schedule
- Digital Journal
- Academic transcript

1.3.1 Organization Groups

Privileged users create organizational groups which contain Faculty, Specialty, Qualification, Education level and type, Status and assigns student to them.

1.3.2 Groups by Discipline

In this sub-module is created groups by discipline which contains information listed below:

- Education year
- Semester
- Department
- Subjects group
- Discipline
- Lecturer
- Seminar teacher
- Practical teacher
- Students from "Organization Group"

1.3.3 Disciplines catalog

Disciplines catalog contains list of disciplines taught in the ATMU.

- Department
- Disciplines
- Description
- Language
- Price (Price of subject credit)
- Number of credits
- Total hours
- Lecture Hours
- Seminar hours
- Laboratory hours
- Weekly course load
- List of subject for each discipline

1.3.4 Education plan (Curriculum)

The curriculum determines the disciplines that will be taught in the faculty and semester according to the specialties. The curriculum is confirmed by scientific council and rector of the University and defines the personal curriculum of students, study load of teachers and departments of the University. In this module disciplines are linked with each other. There are four types of linking shown below:

- Pre-requisite disciplines
- Default disciplines
- Optional disciplines
- Co-requisite disciplines

To create new curriculum the list of parameters shown below are needed:

- Education year
- Faculty
- Specialty
- Specialization
- Discipline type
- Course semester
- Educational form
- Education level
- Is optional discipline (Boolean value)
- List of disciplines (its pre-requisite and co-requisite disciplines also provided here)

Each discipline has its credit value. Student can get maximum 60 credits per educational year, 30 credits for each semester. After the first educational year if student graduated perfectly, this means that his total results for year are between 81 and 100 (these values can change) he gains 10 credits for the University. He can spend them to take optional disciplines.

If student failed the exam he can pay 25% of discipline credit and pass exam immediately or he pays full value of the credit and studies the course again and then passes it the second time. If student wants to study the discipline again he should be sure that the minimum count (this value is 10 but can be changed in future) of students is available for opening the group for this discipline. If that discipline has co-requisite the student will be allowed to study it only after passing the failed exam.

Student can also change his studying type to part-time. In this case his year credit will be 30 and he can gain 5 credits if graduated perfectly. But his studying period will also increase twice.

All the values provided in this section should be customizable to avoid any code changes if they will be changed in future.

1.3.5 Course schedule

To create course schedule the following information is inserted:

- Education year
- Half year
- Faculty
- Department
- Classroom type (seminar, laboratory, lecture and etc.)
- Week type (full day, morning shift, afternoon shift)
- Discipline
- Discipline group
- Day
- Hours
- Auditorium

The following rules should be followed when creating a schedule

- The teacher cannot be assigned to different groups in same day and hour
- Disciplines which has 30 study hours per semester can be taught one time a week
- Disciplines which has 45 study hours per semester can be taught one time a week in full day and one time in part day shift
- Disciplines which has 60 study hours per semester can be taught two time a week
- System should not allow user to insert into schedule studying hours for discipline more or less than hours given in education plan.

1.3.6 Digital journal

Records to the journal can be inserted or edited only by teachers or special privileged users. The journal should be generated automatically for each group and discipline. Educational year, semester, group, subjects of the discipline, discipline type and all students of current group should be taken from education plan module. Teacher can add marks for lecture, attendance, seminars, colloquium and free works. The final mark is count by system.

1.3.7 Academic transcript

Academic transcripts are formed on the basis of the marks that the student has been enrolled in the semester and the final exams. During the semester, each studied discipline is only shown once in the academic transcript, and the final mark (grade) in that semester is reflected there. The following four main parts are:

- Title
- Short information about the student
- Estimation score by semester and year
- Signature

2 Search and Reports

System should have custom search and filtration capabilities with custom field expressions and aggregate calculations. Main reports that system should support are provided in additional file.

LOT 2: Development of the website for the Azerbaijan Tourism and Management University

D. SCOPE OF ASSIGNMENT FOR LOT 2

The service provider will work in close cooperation with the ATMU to develop the website for the ATMU, according to below requirements:

1.1. General

Some general points to be addressed:

- Cross browser support: The pages must be viewable in all major web browsers as of the completion date (Chrome, Opera, Firefox, Internet Explorer, EDGE and Safari).
- Speed: Load times must be acceptable for users.
- Search: A search facility should be provided so that users can search for specific content on each page. This will include uploaded documentation such as DOC and PDFs. This content should also be searchable by search engines.
- The website should be accessible to search engine spiders and be coded with good on-page search engine optimization.

1.2. Content Management

The site should have an integrated Content Management System, which enables authorized site administrators to:

- Make amendments to existing content, dependent upon their access privileges.
- Add a variety of content, including text, pdfs, video material, photographs, surveys etc.
- Arrange the content elements on a web page.
- Add web pages based on templates and new templates as required.
- Make amendments to navigational headings and/or advertisement banners that appear on the sites homepage.
- The content management system should enable non-technical authoring and editing, such that authors and editors must not be required to use HTML (or other technical knowledge) when creating content for the bulk of the content, we recognize that this requirement may exist for some advanced editing purposes.
- It needs to be easy to create and maintain content.
- Security levels and audit trails must be in place to protect the integrity of the content.
- All pages must provide sufficient metadata to allow effective indexing and searching.

1.3. Device Accessibility

The site should be available on the following devices and platforms:

- Windows PCs and laptops
- Apple PCs and laptops
- Apple iPads and iPhones
- Android tablets and smartphones

1.4. Graphic Design: look and feel

The feelings or attributes that we would like to convey through the website include:

- Professional
- Engaging
- Dynamic
- Inclusive
- Friendly

Each page on the site should feature the ATMU logo. A common navigation bar should also be included on all pages.

In general, the design and aesthetic of the site should result in a clean and easy to use platform. There should be continuity and consistency throughout the site in fonts, font sizes, icons and use of color.

Careful consideration should be given to the way in which different groups might access specific sections of the website. Key demographic information will be provided to the successful applicant. Words and images will be provided by ATMU.

1.5. Information and Resources within the Website

The following information and material will be available through the website:

Introductory Material

- About ATMU
- Personal information about ATMU management
- Brief introduction to ATMU education programs
- Links to ATMU partners
- Information of achievements, visions and statistic information
- To be accessed by: anyone.

1.6. Site Navigation

The following are the major sections in the website which will require primary navigation routes. We will not be prescriptive about the way these should be displayed, however we would expect this to be agreed with the developer during the design and development of the site and be consistent with ATMU requirements.

Major sections and navigation menu items for ATMU website:

- University
- Education
- Science
- Faculties
- For Students
- International relationships
- Library
- Admission

Drop down menus and additional navigation routes are described in attached file.

“For Students” menu will contain external link to UMS Students Portal module and E-learning web site.

New web site should have survey/voting capabilities - to gathering opinions or feedbacks on the topic, article or set up a poll to find best time for events for example.

Event Calendar will show important events

Online chat capabilities also should be provided.

Web site will be integrated with ATMU University Management System Education Module, ATMU Exchange Server to receive e-mails, Integration with Automated Library System IRBIS.

In Faculties menu Tourism and Hospitality sub-menu will open external website (will open in new tab) to ATMU Tourism and Hospitality Faculty website which also will be developed by current software supplier.

Major sections and navigation menu items for Tourism and Hospitality Faculty website:

- Home (Redirects to faculties main page)
- Faculty
 - About us
 - Mission and Vision
 - Management
 - Contact Us
- Staff
 - Academic Staff
 - Administrative Staff
- Academic
 - Tourism and Hospitality Program
 - Other sub menus will be provided during development process
- Student
 - Registration Procedure for Student
 - ERASMUS+
 - Academic Calendar

2. Technical Requirements

Suppliers should specify the technology environment in which the new website is to be developed. We have no requirements with respect to the particular technology or architecture used by the software supplier; but simply require that this be made explicit in your response.

E. PARTICULAR DELIVERABLES (LOT 1 AND 2)

- University Management System
- The Website

LOT 1: Development of the University Management System

OUTPUTS	MINIMUM REQUIREMENTS ON CONSULTANTS TO BE ENGAGED	UNDP INPUT
The University Management System	<p><u>Team Manager</u></p> <ul style="list-style-type: none"> • University degree in related field • At least 5 years of experience as a manager in similar assignments); and • Fluent in written and oral communication in English and Azerbaijani <p><u>Software Developer(s)</u></p>	UNDP shall provide access to all ATMU's relevant reports, data and any other related information.

	<ul style="list-style-type: none"> • At least 5 years of working experience in related field • Fluent in written and oral communication in English and Azerbaijani <p><u>Content Manager</u></p> <ul style="list-style-type: none"> • At least 3 years of working experience • Fluent in written and oral communication in Azerbaijani, English and Russian 	
--	--	--

LOT 2: Development of the Website for the ATMU

OUTPUTS	MINIMUM REQUIREMENTS ON CONSULTANTS TO BE ENGAGED	UNDP INPUT
New ATMU website.	<p><u>Team Manager</u></p> <ul style="list-style-type: none"> • University degree in related field • At least 5 years of experience as a manager in similar assignments); • Fluent in written and oral communication in English and Azerbaijani <p><u>Web Designer</u></p> <ul style="list-style-type: none"> • At least 5 years of working experience • Fluent in written and oral communication in Azerbaijani and English <p><u>Front-end Developer</u></p> <ul style="list-style-type: none"> • At least 5 years of working experience • Fluent in written and oral communication in Azerbaijani and English <p><u>Back-end Developer</u></p> <ul style="list-style-type: none"> • At least 5 years of working experience • Fluent in written and oral communication in Azerbaijani and English <p><u>Content Manager</u></p> <ul style="list-style-type: none"> • At least 5 years of working experience • Fluent in written and oral communication in Azerbaijani, English and Russian 	UNDP shall provide access to all relevant reports, data and any other related information.

D. GENERAL QUALIFICATION REQUIREMENTS

The company/organization should provide:

X Company Profile

X Technical proposal

X Financial proposal (password protected and shall not be provided until its requested by the procurement office of UNDP)

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 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 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 Track Record – list of clients for similar services as those required by UNDP, indicating description of contract scope, contract duration, contract value, contact references;

X At least 5 years of previous experience in organization in development of web-based applications and websites

X Acceptance of General Terms Conditions;

E. PAYMENT TERMS

The payment will be done to the Company after successful completion of deliverable with possibilities for maximum 20% of advance payment.

LOT 1: Establishment of the University Management System for the ATMU

Deliverables	Percentage	Timing	Condition for Payment Release
Upon completion of assigned tasks	100 %	October 31, 2019	Within fifteen (15) days from the date of meeting the following conditions: a) UNDP's written acceptance (i.e., not mere receipt) of the quality of the outputs; and b) Receipt of invoice from the Service Provider.

LOT 2: Development of the Website for the ATMU

Deliverables	Percentage	Timing	Condition for Payment Release
Upon completion of assigned tasks	100 %	September 30, 2019	<p>Within fifteen (15) days from the date of meeting the following conditions:</p> <p>c) UNDP's written acceptance (i.e., not mere receipt) of the quality of the outputs; and</p> <p>d) Receipt of invoice from the Service Provider.</p>

F. Criteria for the Assessment of Proposal

Combined Scoring method based on the 70% technical offer and 30% price weight distribution. Please see the RFP as well.

- Proven track of experience in the field of web application / website development (20 points);
- Proposed approach to the work (20points)
- Experience in cooperation with other international organizations, institutions, NGOs and etc. (10 points);
- Suitability of the proposed consultants (20 points)

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

<p><u>Rating the Technical Proposal (TP):</u></p> <p>TP Rating = (Total Score Obtained by the Offer / Max. Obtainable Score for TP) x 100</p> <p><u>Rating the Financial Proposal (FP):</u></p> <p>FP Rating = (Lowest Priced Offer / Price of the Offer Being Reviewed) x 100</p> <p><u>Total Combined Score:</u></p> <p>(TP Rating) x (Weight of TP, e.g. 70%) + (FP Rating) x (Weight of FP, e.g., 30%)</p> <hr/> <p>Total Combined and Final Rating of the Proposal.</p>
--

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

Note 3: Ownership of the developed website within the contract will belong to UNDP and the company can not share/use this developed product without formal authorization of UNDP.

Note 4: The Contractor will conduct a training to the ATMU staff on how to use the University Management System. The training will be organized onsite during mutually agreed period of time.

Note 5: The Contractor will provide free 6-months support after completion of the assigned tasks to fix any code or design bugs and errors

Monitoring:

The project Manager will monitor all deliverables and the quality of services.