



## REQUEST FOR PROPOSAL (RFP)

UNDP Azerbaijan 3, UN 50th Anniversary str. Baku, Azerbaijan, AZ 1001	DATE: August 2, 2022  REFERENCE: RFP for the development of a web-based platform for climate change information sharing
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Dear Sir / Madam:

We kindly request you to submit your Proposal for providing below mentioned services under the RFP for the development of a web-based platform for climate information sharing.

Proposals may be submitted on or before **August 15, 2022** and via email to the address below:

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

**The Proposer is required to prepare the Financial Proposal in a password protected files separate from the rest of the RFP.**

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

Email submission shall be governed as follows:

- a) The Technical Proposal and the Financial Proposal files **MUST BE COMPLETELY SEPARATE**. The financial proposal shall be encrypted with different passwords and clearly labelled. The files must be sent to the dedicated email address.
- b) The password for opening the Financial Proposal should be provided only upon request of UNDP. UNDP will request password only from bidders whose Technical Proposal has been found to be technically responsive. Failure to provide correct password may result in the proposal being rejected.

The proposals should be duly signed and stamped.

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

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

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

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

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

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

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

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

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

**Thank you and we look forward to receiving your Proposal.**

**Sincerely yours,**

**Mr. Subhan Ahmadov**  
**OM, UNDP Azerbaijan**

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**Annex 1****Description of Requirements**

Context of the Requirement	RFP for the development of a web-based platform for climate change information sharing
Implementing Partner of UNDP	
Brief Description of the Required Services <sup>1</sup>	<p>The goal of the current project is to set up:</p> <ol style="list-style-type: none"> <li>1. a unified and scalable web-based platform for collecting, storing, analyzing, and sharing information related to climate change and weather in the Republic of Azerbaijan;</li> <li>2. a digital repository of the relevant literature on Climate Change and its impact on Azerbaijan.</li> </ol> <p>This in turn will support the Government's efforts to ensure that medium to long-term climate adaptation needs are integrated in the Azerbaijan Republic's national development planning.</p>
List and Description of Expected Outputs to be Delivered	Please see the Terms of Reference
Person to Supervise the Work/Performance of the Service Provider	Project manager
Frequency of Reporting	Monthly reporting
Progress Reporting Requirements	Reporting upon each deliverable, Final report
Location of work	Azerbaijan
Expected duration of work	12 months
Target start date	30 August, 2022
Latest completion date	30 August, 2023
Facilities to be Provided by UNDP (i.e., must be excluded from Price Proposal)	N/A
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	USD, United States Dollars

Value Added Tax on Price Proposal <sup>2</sup>	must be exclusive of VAT and other applicable indirect taxes
Validity Period of Proposals (Counting for the last day of submission of quotes)	90 days In exceptional circumstances, UNDP may request the Proposer to extend the validity of the Proposal beyond what has been initially indicated in this RFP. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Proposal.
Partial Quotes	Not permitted
Payment Terms <sup>3</sup>	Please see the Terms of Reference
Person(s) to review/inspect/approve outputs/completed services and authorize the disbursement of payment	UNDP Project Manager
Type of Contract to be Signed	Contract for services and Purchase Order
Criteria for Contract Award	<ol style="list-style-type: none"> <li>1) Highest Combined Score (based on the 70% technical offer and 30% price weight distribution). The minimum threshold for technical proposals is 49.</li> <li>2) 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.</li> </ol>
Criteria for the Assessment of Proposal	<p><u>Technical Proposal (70%)</u></p> <ul style="list-style-type: none"> <li>• <u>Expertise of the Firm: 25%</u></li> <li>• <u>Methodology, Its Appropriateness to the Objectives of the Assignment and Timeliness of the Implementation Plan: 25%</u></li> <li>• <u>Qualification of Key Personnel: 20%</u></li> </ul> <p>A total possible value of the technical component is <b>70 Marks</b></p> <p><i>The minimum threshold for technical part of the offers is <b>49 Marks</b> .</i></p> <p><u>Financial Proposal (30%)</u></p> <p><u>To be computed as a ratio of the Proposal's offer to the lowest price among the proposals received.</u></p> <p><u>Rating the Technical Proposal (TP):</u></p> <p><u>TP Rating = (Total Score Obtained by the Offer / Max. Obtainable Score for TP) x 100</u></p>

	<p><u>Rating the Financial Proposal (FP):</u></p> <p><u>FP Rating = (Lowest Priced Offer / Price of the Offer Being Reviewed) x 100</u></p> <p><u>Total Combined Score:</u></p> <p><u>(TP Rating) x (Weight of TP, e.g. 70%)</u></p> <p><u>+ (FP Rating) x (Weight of FP, e.g., 30%)</u></p> <p><u>Total Combined and Final Rating of the Proposal</u></p> <p><u>The contract will be awarded to the firm whose Proposal will obtain the highest aggregate score based on the technical and financial evaluation.</u></p> <p><u>If a service provider/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% for technical evaluation will not pass to the next stage of evaluation and their passwords will not be requested.</u></p>
UNDP will award the contract to:	Partial quotes are not permitted, UNDP will award one and only one Service Provider
Annexes to this RFP <sup>4</sup>	Form for Submission of Proposal (Annex 2) General Terms and Conditions / Special Conditions (Annex 3) <sup>5</sup> Detailed TOR
Contact Person for Inquiries (Written inquiries only) <sup>6</sup>	For any questions please contact: <a href="mailto:procurement.aze@undp.org">procurement.aze@undp.org</a>  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]	

## TERMS OF REFERENCE

### Background

Financed by Green Climate Fund (GCF) this project will support the Government of Azerbaijan (GoA) to facilitate the development of the National Adaptation Plan (NAP) and improve climate change adaptation (CCA) actions in three priority sectors identified by the Ministry of Ecology and Natural Resources (MENR) of the Republic of Azerbaijan through stakeholder consultations: water, agriculture and coastal areas. The NAP readiness support objective is to increase capacity on climate resilience and adaptation in those three sectors through the implementation of actions and activities that will reduce or eliminate barriers for an effective adaptation process at both the national and local levels.

Some of the barriers identified during the stocktaking exercise undertaken in 2017 include: a) Limited data access and sharing by stakeholders in Azerbaijan; b) Insufficient institutional and technical capacity on climate change adaptation (CCA) at managerial, expert/practitioners and community levels; c) Limited mainstreaming of CCA considerations into national, regional, local and sectoral planning, budgeting and regulatory framework; d) Limited institutional coordination; and e) Limited monitoring, evaluation and analysis of past and current programmes on CCA.

To address the identified barriers, this support project will utilize GCF funds to focus on improving the CCA planning process in Azerbaijan in three main areas:

- i. **Improved data availability, access and sharing for decision making.** The support project will establish mechanisms and data solutions to facilitate increased access and sharing of climate and weather information in Azerbaijan, as well as improve the coordination among institutions.
- ii. **Enhanced institutional and technical capacity for CCA in water, agriculture, and coastal areas.** Limited institutional and technical capacity hinders not only the mainstreaming of CCA considerations into planning processes, but also the implementation of adaptation actions at the national, regional and local level. A national gender-sensitive CCA capacity building programme will be developed that addresses the gaps in knowledge and capacity of key stakeholders at all levels: from government decision makers and technical personnel, to local communities and the private sector.
- iii. **Increased mainstreaming of CCA considerations into planning at national, regional, local levels in the priority sectors.** An Adaptation Working Group (AWG) will be established at the national level, a body that will coordinate the development of a NAP Roadmap document. Further planned activities to advance mainstreaming include the development and application of tools (manuals, guidelines) for the inclusion of CCA considerations into sectoral planning, the improvement of the legal framework for adaptation in priority sectors (water, coastal areas, agriculture), the screening, appraisal and accounting of adaptation in public and private investments and the

development and implementation of a monitoring and evaluation (M&E) system for adaptation that is compatible with the Strategic Development Road Maps (SDRM) of Azerbaijan.

### **A. Objective of the assignment**

Since the presentation of its National Determined Contribution (NDC) in 2015 the Government of Azerbaijan (GoA) has embarked on the preparation and implementation of a National Adaptation Plan (NAP). The Ministry of Ecology and Natural Resources (MENR) has prioritized sectors that demonstrate higher vulnerability to climate change, including:

- Water resources;
- Agriculture;
- Coastal areas.

The NAP readiness support objective is to increase capacity on climate resilience and adaptation in those three sectors through the implementation of actions and activities that will reduce or eliminate barriers for an effective adaptation process at both the national and local levels.

One of the pillars during the implementation is setting up a web-based platform for climate change information sharing purposes. This goal is expected to improve data access and sharing among all stakeholders working in the Climate Change Adaptation direction. The followings are gaps and obstacles that hinder the CCA activities in these regards:

- Limited data sharing among institutions;
- Data records are mainly in paper form and not digitalized;
- Data is not centralized, but kept in records of different Ministries;
- Lack of data consistency between institutions;
- Lack of coordination among government institutions;
- Limited and outdated climate and vulnerability data and information.

Based on the barriers and gaps, the theory of change of the project puts forth several activities to address these barriers and gaps. The project expected impact is that Azerbaijan's coastal areas, water and agricultural will have an increased climate resilience and adaptive capacity.

One of the aspired outcomes is the development of the web-based Climate Change information sharing platform, that will address the issue with limited data and information access and sharing by stakeholders.

The project goal is to create a web-based platform for Climate Change related information publication, management, collection, analysis and representation to the targeted audience, which includes decision-makers, technical personnel and local communities. The second aspiration is for the platform to also include a literature repository, reflecting relevant documentation and literature in the Climate Change context.

By delivering these aspirations, the project aims to:

1. Unite all information sources covering climate change-related topics, which exist at the moment, in one place and assist users to define exact information sources in accordance with their specific needs;
2. Raise awareness among local communities about the actual situation with climate change, its impacts, risks it induces, and possible mitigation/adaptation activities which can be performed, projects and initiatives being implemented in the area;
3. Reflect local and international documents supporting climate change adaptation activities;
4. Cover the cooperation with international organizations' efforts in Climate Change Adaptation

activities.

As a result, institutional coordination of climate change adaptation actions and initiatives will be strengthened and all involved parties, decision-makers in the first place, will be timely informed about the activities' progress. At the same time, not only farmers, local communities, but any interested party will have direct and simple access to the climate change-related information and relevant recommendations on adaptation and mitigation measures.

The Ministry of Ecology and Natural Resources of the Republic of Azerbaijan, State Statistics Committee of the Republic of Azerbaijan, State Commission on Climate Change of the Republic of Azerbaijan, Ministry of Energy of the Republic of Azerbaijan, The Ministry of Emergency Situations of the Republic of Azerbaijan and key personnel working on Climate Change Adaptation relevant programming in three priority sectors (water resources, agriculture, coastal areas) will be the beneficiaries of this project.

## **B. Scope of Work**

The company/organization should work in consultation with and under the guidance and supervision of the UNDP Team.

### **Building and setting up the Climate Change online web-based platform.**

The initiatives aiming to mitigate the impact of climate change and related projects are driven by the Ministry of Ecology and Natural Resources of Azerbaijan Republic, jointly with UNDP. The ultimate goals that unite all the efforts in this area are:

- To provide information on climatic condition in the country and climate change exposure, sensitivity, adaptive capacity and vulnerability in Azerbaijan and its regions in the areas of food security, water security, health, human habitats, ecosystems and etc.
- To advance in climate change adaptation actions in Azerbaijan including **three priority sectors** – water, agriculture, coastal areas;
- To create conditions for more **sustainable management of water resources** and coastal zones and the **application of flexible solutions in agriculture**;
- To **build resilience to climate change** and support Azerbaijan in achieving the SDGs;
- To **build institutional and technical capacities** by introducing new tools and practices in data collection and sharing, as well as **awareness-raising and training courses** for decision-makers, technical personnel, and local communities;
- To further **introduce improvements in the legal framework and in monitoring**.
- To introduce methodological framework on how climate change vulnerability can be mainstreamed into water and agriculture policy

The major outcome of the project is setting up the Climate Change platform that is expected to encompass actual, historical climate and weather-related data, collected and imported into the system via specific hardware which meets the needs of the solution.

It is worth mentioning that currently there are several information sources and databases developed and handed over in use for climate-related actual information collection, storage, display, and analysis.

The main concern that users of such information types are facing is the fact that data is not accessible from one place and needs to be retrieved from various unconnected resources. Moreover, the availability of specific data is usually being questioned – either it is not represented publicly on any of the existing resources, or there are no clear instructions on where exactly to look for it. One of the activities to be performed within the



process of Climate Change online platform building will focus on building a knowledge platform that will connect all relevant resources and make information published within their databases uniformly accessible to the end-users.

**Moreover, within this scope, the definition of the exact types of data to be represented on the platform, rather than on any other existing web pages, is to be performed.** It is important that the information blocks represented on the Climate Change online platform are not a duplication of the same from other relevant resources, such as [meteo.az](#) and the [electronic water portal](#) of the Azerbaijan Republic. Also, an [opendata.az](#) resource is available, which contains specific information in regards to the climate change and related topics, and can be used as one of the information resources to pull data from to the to-be developed platform. The Climate Change online portal is expected to give full scale information about the climate of Azerbaijan and its regions, climatic changes, vulnerability, and adaptation and at the same time provide data that isn't precisely described but is highly requested and informative for various groups of users. The platform will also provide links to other related data sources where users will be able to download additional information, if needed.

Along with that, building on the consolidated information on climate conditions, actual data, and policies applied to their analysis, forecasts of possible risks and vulnerabilities will be shared with the users of the platform as outcomes of analysis performed on existing databases and analysis tools, integrated in already existing solutions.

It is expected that there will be two parts of the platform:

- Publicly accessible information portal
- Internal information sharing portal supporting coordination between the government agencies involved in climate change adaptation actions and monitoring

The public portal contents should contain, but not be limited to the following:

1. All relevant information on climate change:
  - a. Reports and maps;
  - b. Events-related information;
  - c. Daily observed climatic and hydrological data and its comparison with long-term values;
  - d. Climatic information on economic regions of Azerbaijan;
  - e. Information about the equipment in use;
  - f. Information on the current climate change situation in the Republic of Azerbaijan, provided separately for each of the priority areas – Coastal areas, Agriculture segment, Water resources;
  - g. Climate Change-related Information sources with classification options;
  - h. Information on government support;
  - i. Community awareness section (information about climatic hazards, and community responses, community-based management practices);
  - j. Newsfeed;
  - k. Courses and training materials;
  - l. Papers and other reading resources related to climate changes in the region.
  - m. Open datasets

Considering the purpose of the Internal Portal, its scope can be narrowed to the following:

1. Ability to obtain statistical information on climate-related topics;

2. Ability to obtain pre-configured reports;
3. Ability to maintain the platform users and their access rights.
4. Data management system for storing existing datasets related climate
5. Data visualisation and reporting (GIS reporting included)

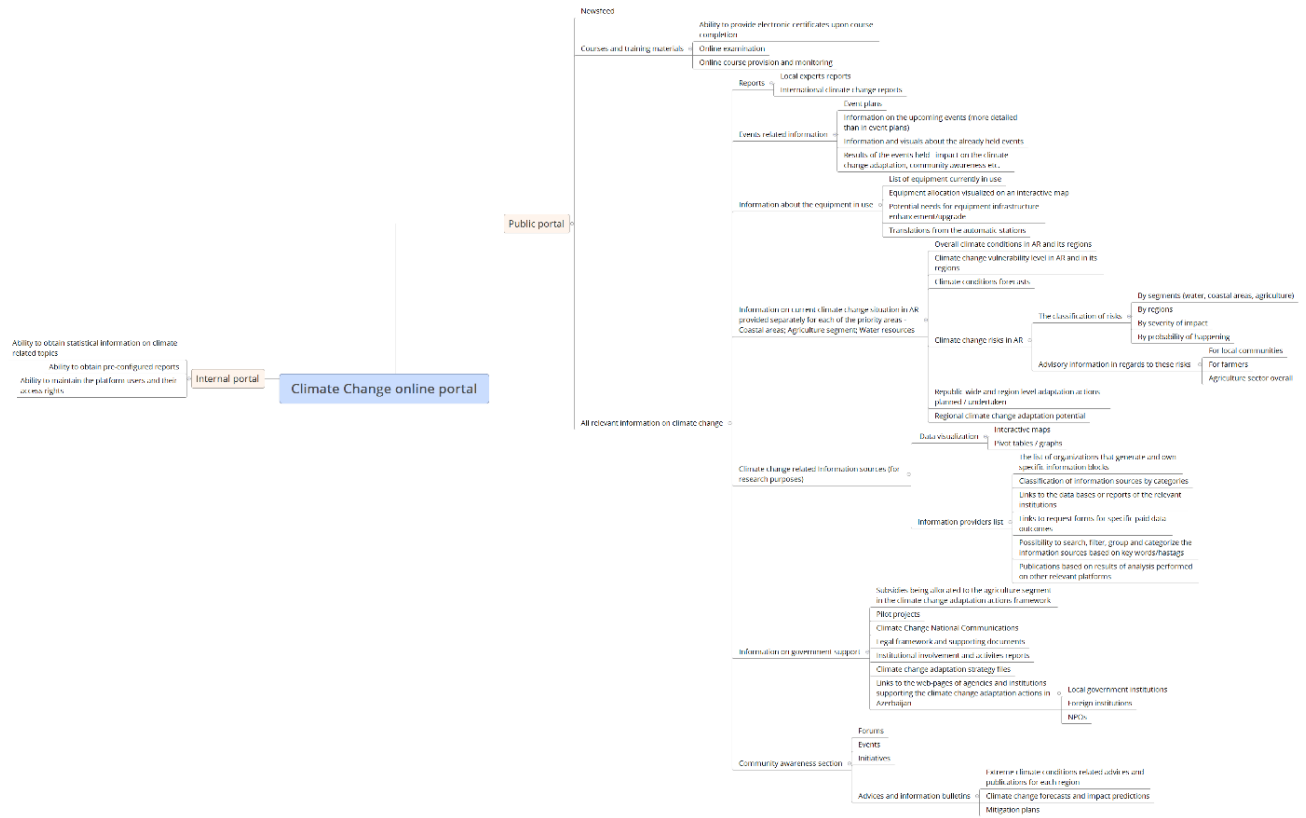
The main goal of having an internal portal accessible to a specific group of users is to provide those with functionality, that would support their collaboration and information sharing, allow them to cooperate in terms of climate change data analysis and decision making. A more detailed specification of the internal portal functional scope is to be identified, documented and aligned during the analysis phase of the project as a result of series of interviews with stakeholders involved.

For more details, please refer to the Figure 1.

The main tasks within this scope can be described as follows:

1. Conduct stakeholder analysis and a series of interviews with the selected stakeholders for further requirements and aspirations documenting;
2. Define the functional scope of the internal information sharing portal;
3. Create the Climate Change online platform outline, which includes but is not limited to the following:
  - a. The home page
  - b. Expert portal (information about the experts)
  - c. List of sections to be represented
  - d. Individual pages mock-ups
  - e. Content update and maintenance interface
  - f. User-related activity data tracker
  - g. Site map
  - h. Developed APIs for data interchange
  - i. Content pages

Figure 1. Online portal proposed content



4. Prepare a detailed Platform Specification document, which includes but is not limited to the following:
  - a. Portal structure, data map, and framework;
  - b. Portal logical architecture and UI design;
  - c. Hardware and Software requirements enabling the work of the portal both during development and go-live;
5. The Climate Change Online Platform development based on the aligned and confirmed requirements and design;
6. User acceptance and beta testing;
7. Product should be prepared according to the security audit aspects
8. Production deployment and Go-live;
9. Handover of training materials and manuals, training conduction for the end-users;
10. Handover of the maintenance and support plan;

In relation to the setting up a digital repository of legal and other relevant documentation supporting the climate change adaptation actions within the Climate Change Online Platform, the following activities must be performed:

1. Define the existing literature on climate change that is relevant to the Republic of Azerbaijan;
2. Inventory of all documents, knowledge products, databases, etc.
3. Develop the repository and integrate it with the Climate Change Online Platform;
4. Create an administration module for the repository – the interface should be intuitive and user friendly;

5. Create the user manuals and training materials for repository management after the project handover

In order for the project to be successfully implemented, including the provision of precise and adequate information within the scope of the project, a series of interviews is to be conducted by the contractor with the specialists and experts of the AR Ministry of Ecology and Natural Resources, along with the other stakeholders, which are to be defined throughout the project lifetime, but mainly on the analysis phase. Requirements and expectations are to be elicited and documented in a form of a Software Requirements Specification Document.

### **C. Post-deployment support:**

Support for end-users and the supporting agencies should be provided for a period not less than 6 months after the final act of acceptance is signed off. The company:

- Should be available for consulting support in regards to any issues arising during this period
- Should provide general 1st level user support on the software application including attending to queries on the functions and features of the system
- Attend to routine technical support matters such as configuration and connectivity issues faced by the end-users
- Install bug fixes and updates in accordance with the SLA and SOP agreed with the customer
- Perform advanced diagnostics and troubleshooting of system-related issues, leveraging fault isolation techniques
- Perform periodic health-check of the system by means of embedded and 3rd-party monitoring tools

### **D. Expected Outputs and Deliverables:**

#### **Outputs:**

- a. Strengthened institutional coordination and climate change information and knowledge management for medium- to long-term planning;
- b. Climate risk-informed decision-making tools developed and piloted by planning and budget departments at national and sectoral levels

#### **Deliverables:**

- a. Software Requirements Specification for the Climate Change Online Platform;
- b. Design mock-ups;
- c. The Climate Change Online Platform – developed functionality set up and deployed in a production environment (MVP level, final product);
- d. Project documentation, such as QA report, UAT report, and issues mitigation plan
- e. End-user training materials (MVP level, final product)
- f. System maintenance information and instructions
- g. Server architecture and deployment documents
- h. Platform presentation workshops with the participation all stakeholders (MVP level, final product)

**E. Scope of Price Proposal and Schedule of Payments:**

Key tasks	Deliverables	%	Timing for completion of the output	Condition for Payment Release
Advance payment		15%	Upon the contract signing	<p>Within fifteen (15) days from the date of meeting the following conditions:</p> <p>a) UNDP's written acceptance (i.e., not mere receipt) of the quality of the outputs; and</p> <p>b) Receipt of invoice from the Service Provider.</p>
1. Initial analysis stage Review of existing information portals, their features, and capabilities, restrictions, and integration capabilities with the platform to be built. Document the results in a form of requirements definition and action plan.	<ul style="list-style-type: none"> <li>Software Requirements Specification for the Climate Change Online Platform;</li> <li>Design mock-ups</li> </ul>	20%	September 2022	
2. MVP scope implementation; 3. Internal QA of the developed MVP; 4. User Acceptance tests (UAT) for the MVP; 5. Bug fixing; 6. Delivery of training materials and manuals (MVP related); 7. MVP Go-Live; 8. Platform presentation to the stakeholders - MVP level	<ul style="list-style-type: none"> <li>Climate Change Online Platform – developed MVP functionality set up and deployed in production environment;</li> <li>Project documentation, such as QA report, UAT report, issues mitigation plan;</li> <li>End-user training materials;</li> <li>Product presentation workshop - MVP level</li> </ul>	20%	December 2023	
9. Review the full implementation scope; 10. Climate Change Online Platform – further development	<ul style="list-style-type: none"> <li>Climate Change Online Platform – developed functionality set up and deployed in QA environment</li> </ul>	15%	February 2023	
11. Internal QA of the developed platform; 12. User Acceptance Tests; 13. Bug fixing; 14. Delivery of training materials and manuals; 15. Full platform Go-Live	<ul style="list-style-type: none"> <li>The Climate Change Online Platform – set up and deployed in production environment (including Internal Information Resources and Public Information Portals);</li> </ul>	10%	May 2023	

	<ul style="list-style-type: none"> <li>• Project documentation, such as QA report, UAT report, issues mitigation plan;</li> <li>• End-user training materials</li> </ul>			
16. Platform presentation to the stakeholders - final product	<ul style="list-style-type: none"> <li>• Product presentation workshop - final product</li> </ul>	10%	July 2023	
17. Platform hand-over	<ul style="list-style-type: none"> <li>• System maintenance information and instructions;</li> <li>• Server architecture and deployment documents</li> </ul>	10%	August 2023	

**Note:** Timetables for deliverables can be changed as agreed with the partner during the implementation period. UNDP is taking full responsibility to priorities one or another deliverable based on discussion with the project beneficiaries/donors and implementing bodies. Payments per each deliverable will be proceeded as per delivered items/goods.

### Approval Process

The authorisation for each respective payment will be made by UNDP Team upon delivery of services.

### F. Requirements for experience and qualifications

#### The technical proposal shall include:

- a) Profile – describing the nature of business, field of expertise, licenses, certifications (can be considered as an asset), accreditations; company profile should not exceed fifteen (15) pages, including any printed brochure relevant to the services being procured; Company should possess minimum 6 years’ experience in ICT business and minimum 3 years’ practical experience in developing web-based enterprise solutions;
- b) Proven experience with UN or other international organizations
- c) Business Licenses – Registration Papers, Tax registration, latest income tax statement etc.
- d) A methodology, which outlines previous experience in implementing similar programs and the competitive advantages of the applicant company; (please see details in Annex 2, Clause B)
- e) At least two reference letters from previous customers/clients/partners reflecting the nature of projects implemented, their results, and the role of the applicant company
- f) A work plan with a proposed work schedule indicating the persons responsible for each area of activity; (please see details in with Annex 2, Clause B)
- g) Personal CVs of the Project Team, including information about experience in similar projects / assignments (please see details in with Annex 2, Clause C)

- h) Track Record – list of clients for similar services as those required by UNDP, indicating description of contract scope, contract duration, contact references;
- i) 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.

**The financial proposal shall include:**

- a) Cost breakdown per Deliverable (Annex 2, Clause D)
- b) Cost breakdown by Cost component (Annex 2, Clause E)
- c) Written statement confirming that VAT is excluded from the financial offer.

**Preferable Qualifications:**

- 1. Experience of work with government institutions;
- 2. Report writing and documentation skills;

**Project team constitution related preferable qualifications:**

Minimum 3 years of experience in architecting large-scale applications;

Team should incorporate, but not be limited to the following roles:

**Dedicated Project Manager:**

- At least 3 years of continuous project management experience involving managing relationships with multiple stakeholders and teams within a well-established company.
- Excellent computer skills, particularly in MS Office (Project, Excel, PowerPoint)
- Excellent ability to plan, organize and ensure execution of tasks and control over those
- Ability to facilitate business-centric discussions and negotiate successful outcomes, strong influencing skills;
- Ability to establish and maintain effective relationships with internal and external stakeholders on all levels;
- Ability to create, use and explain management information in relation to team performance, business performance, and budgets
- Ability to develop and deliver to management project progress information, team performance, and budget variance reports
- Holding one of the following professional certifications is considered as an advantage:
  - IPMA Level C® (Certified Project Manager)
  - PMI Project Management Professional (PMP)®
  - Prince 2 Practitioner
- Verbal and written fluency in Azerbaijani and English. Knowledge of Russian is considered an advantage

**Project Coordinator:**

- Bachelor's degree in business or related field of study.
- At least 2 years of continuous experience in the project management field
- Ability to facilitate business discussions and negotiate successful outcomes.

- Ability to work effectively both independently and as part of a team.
- Exceptional verbal, written, and presentation skills.
- An ability to prepare and interpret flowcharts, schedules, and step-by-step action plans
- Good written and verbal communication skills in English and Azerbaijani. Knowledge of Russian is considered as an advantage
- Proficiency in MS Office (Project, Excel, PowerPoint)
- Excellent analytical and problem-solving abilities.
- Familiarity with risk management and quality assurance control

**Senior Business Analyst:**

- A minimum of 5 years of experience in business analysis or a related field.
- A Master's degree in business administration (MBA) or another related field
- Proficiency in MS Office (MS Word, Excel, PowerPoint).
- Advanced knowledge and experience using Visio
- Effective communication and leadership skills.
- Excellent problem-solving and analytical skills.
- Proficient in applying techniques that help when investigating, analyzing, modeling, and recording a business area or system of interest.
- Proficient in using tools (manual or automated) to record the structure, relationships, and use of information within an organization
- Proficient in establishing relationships, analyzing perspectives, and managing stakeholders from a variety of backgrounds and disciplines; adapting stakeholder engagement style to meet the needs of different audiences.
- Verbal and written fluency in Azerbaijani and English (General IELTS level 8.5, Academic IELTS 8.0). Knowledge of Russian is considered an advantage

**Business Analyst:**

- Bachelor's degree in business, accounting, IT or any related field;
- A minimum of 2 years of experience in business analysis or a related field;
- Ability to develop wireframes, workflows, use case diagrams, flowcharts, and other analysis-type documentation;
- The ability to influence stakeholders and work closely with them to determine acceptable solutions;
- Excellent documentation skills;
- Fundamental analytical, problem-solving, and conceptual thinking skills;
- Experience creating detailed reports and conducting presentations;
- Competency in MS Office (MS Word, Excel, PowerPoint);
- Knowledge of Microsoft Visio;
- Excellent planning, organizational, and time management skills;
- A history of supporting successful projects;
- Verbal and written fluency in Azerbaijani and English. Knowledge of Russian is considered an advantage.

**Software Development team lead:**

- Bachelor's degree in Computer Science or related field;



- At least 10 years of experience in software development (both front and back-end development areas);
- Full stack developer with skills and experience with Java, Golang, Angular, Vue, JavaScript, TypeScript, Oracle, SQL, PostgreSQL, JSON, RESTful APIs, etc.;
- Ability to understand client requirements as well as underlying infrastructure applications, systems, and processes;
- Ability to oversee development efforts and create a structured tasks planning;
- Strong capability in juggling priorities so that deadlines are met while retaining consistently high-quality outcomes;
- Knowledge of Microsoft Project;
- Experience with systems management tools as Grafana, Prometheus, Rundeck are considered an advantage;
- Strongly competent in software architecture design creation;
- Fundamental analytical, problem-solving, and conceptual thinking skills;
- Good written and verbal communication skills in English and Azerbaijani. Knowledge of Russian is considered an advantage;
- Attention to detail and “can-do” attitude;
- Excellent interpersonal skills.

**Climate Change domain expert:**

- Bachelor’s degree in climate sciences, environmental sciences, earth sciences, natural resource economics, and political science or related social sciences;
- At least 2 years of experience in climate change-related projects focused on climate change adaptation/ risk and vulnerability assessment;
- Experience in Climate data analysis;
- Experience in climate change adaptation research;
- Knowledge of climate change policy landscape (including the international climate regime), climate technologies, and ability to apply this to strategic situations at the global, regional, and national levels;
- Experience in policy analysis, development work in the area of climate change and related issues;
- Demonstrated ability to work in an independent manner and with minimal supervision;
- Excellent analytical and problem-solving skills;
- Good written and verbal communication skills in English and Azerbaijani. Knowledge of Russian is considered an advantage

**Back-end software developer:**

- Bachelor’s degree in computer programming, computer science, or a related field;
- Strong understanding of the web development cycle and programming techniques and tools;
- Proficiency in algorithms and web design;
- Hands-on experience with programming languages like Java, Golang;
- Significant experience developing highly secure web applications;
- Growth mindset and problem-solving skills;
- Significant experience designing RESTful APIs;
- Good analytical and time-management skills;

- Demonstrated ability to work in an independent manner and with minimal supervision;
- Knowledge of modern development tools, like Git and task runners;
- Good written and verbal communication skills in English and Azerbaijani. Knowledge of Russian is considered an advantage.

**Front-end software developer:**

- Bachelor's degree in computer programming, computer science, or a related field;
- At least 2 years of experience in ReactJS or Vue.js and object-oriented programming;
- Proficiency in JavaScript language, including its syntax and features;
- Strong understanding of the ReactJS or Vue.js framework and its core principles;
- Familiarity with the ReactJS, or Vue.js ecosystem;
- Working experience with HTML5 and CSS3;
- Knowledge of server-side rendering;
- Ability to write efficient, secure, clean, and scalable;
- Experience in consuming and designing RESTful APIs;
- Understanding of key website design principles and SEO optimization;
- Ability to test and debug websites;
- Experience running and maintaining large scale web applications;
- Good analytical and time-management skills;
- Demonstrated ability to work in an independent manner and with minimal supervision;
- Familiarity with automated JavaScript testing is considered as advantage;
- Experience with source control systems and workflow tools – GIT and etc;
- Good written and verbal communication skills in English and Azerbaijani. Knowledge of Russian is considered an advantage.

**Technical Writer:**

- Bachelor's degree or equivalent experience in English, Communication, or Journalism;
- At least 2 years of experience required in an IT development environment;
- At least 1 year of continuous writing documentation and procedural materials for multiple audiences;
- Excellent, clear, clean, accessible writing; an obsessive eye for consistency and technical accuracy;
- Strong technical aptitude – Ability to quickly learn new concepts and tools;
- Ability to independently gather information from subject matter experts (both in-person and remote) to develop, organize, and write procedure manuals, technical specifications, and process documentation;
- Proficiency in MS Office (MS Word, Excel, PowerPoint);
- Verbal and written fluency in Azerbaijani and English. Knowledge of Russian is considered an advantage;
- Experience with source control systems and workflow tools – Git, JIRA;
- Ability to communicate complex technical topics to non-technical stakeholders both internally and externally.

**UI/UX Designer:**

- Bachelor's degree in computer programming, computer science, or a related field;

- At least 2 years UI/UX design experience in the field of digital products or services;
- Working knowledge of the following technologies and software: Sketch, InVision, Visio, HTML, CSS (SCSS), iOS, Android, Design Systems, and Adobe Creative Suite, Figma;
- Excellent written and verbal communication skills;
- Ability to discuss and explain design options;
- Multi-tasking and time-management skills, with the ability to prioritize tasks;
- Ability to communicate complex technical topics to non-technical stakeholders both internally and externally;
- Graphic design skills are considered an advantage;
- Strong visual aesthetic and design skills, with a high respect for layout and typography;
- Verbal and written fluency in Azerbaijani and English. Knowledge of Russian is considered an advantage;
- Work experience in graphic design, accompanied by attention to detail needed to solve a wide range of communications challenges and a big picture grasp of the potential of graphic design;
- Demonstrated ability to work both as a team player and in an independent manner and with minimal supervision.

**DevOps engineers:**

- Experience working with various tools applied to implement continuous integration and deployment (Jenkins, Git, Puppet, Chef, Kubernetes, Ansible etc.);
- Hold over the key DevOps Concepts;
- Acquaintance with the Linux fundamentals;
- Proficiency with Source Code management tools (Git and CVS);
- Proficiency in Application Building;
- Proficiency in automation via CI/CD tools like Jenkins, TeamCity, Drone CI;
- Experience in Application testing;
- Experience in working with containers and configuration management tools (Docker, Ansible);
- Attention to detail and good problem-solving skills;
- Analytical mindset;
- Good interpersonal skills;
- Verbal and written fluency in Azerbaijani and English. Knowledge of Russian is considered an advantage.

**Cyber Security specialist:**

- BS degree in Computer Science or related field;
- An understanding of Cyber Security Incident Response and Network Security Monitoring;
- Fundamental understanding of computer networking (TCP/IP);
- Knowledge of Windows, Linux, and Cisco operating systems and information security;
- Knowledge of Intrusion Detection Systems/Intrusion Prevention Systems (IDS/IPS) and SIEM technologies; Splunk, Symantec antivirus, Firewalls (Cisco, Palo Alto Networks, Fortinet, Checkpoint Software);

- Verbal and written fluency in Azerbaijani and English. Knowledge of Russian is considered an advantage.

**QA/Testers:**

- Bachelor's degree in computer programming, computer science, or a related field;
- Knowledge of Software Development Life Cycle;
- Knowledge of Software Test Life Cycle;
- Proven experience as a Quality Assurance Tester or similar role;
- Experience in project management and QA methodology;
- Ability to document and troubleshoot errors;
- Working knowledge of test management software (e.g. qTest, Zephyr) and SQL
- One or two automation frameworks - TestNG hybrid driven, SerenityBDD, etc.
- Excellent communication skills
- Attention to detail
- Analytical mind and problem-solving aptitude
- Strong organizational skills
- Acquaintance with Core Java (Basics + File I/O)
- Experience in application of the following:
  - JUnit/TestNG
  - Maven
  - HTML & CSS
  - Chrome DevToolsect Management
- Knowledge of web services
- Familiarity with Agile frameworks and regression testing is considered an advantage;
- Verbal and written fluency in Azerbaijani and English. Knowledge of Russian is considered an advantage.

**FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL<sup>7</sup>*****(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery<sup>8</sup>)***

[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) Business Licenses – Registration Papers, Tax registration, certifications etc.;*
- c) A work plan with a proposed work schedule indicating the persons responsible for each area of activity; (please see details in with Annex 2, Clause B);*
- d) Approach to work, project management and execution methodologies description;*
- e) Personal CVs of the Project Team, including information about experience in similar projects / assignments (please see details in with Annex 2, Clause C);*
- f) Financial proposal, password protected*
- g) At least two reference letters from previous customers/clients/partners reflecting the nature of projects implemented, their results, and the role of the applicant company;*
- h) Track Record – list of clients for similar services as those required by UNDP, indicating a description of contract scope, contract duration, contact references;*
- i) Company related certificates (can be considered as an asset)*
- j) 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.*
- k) Acceptance of General Terms of Conditions*
- l) Official Letter of Appointment as a local representative if Bidder is submitting a bid on behalf an entity located outside of the country*

<sup>7</sup> This serves as a guide to the Service Provider in preparing the Proposal.

<sup>8</sup> Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

- m) VAT excluded from financial offer
- n) All information regarding any past and current litigation during the last five (5) years, in which the bidder is involved, indicating the parties concerned, the subject of the litigation, the amounts involved, and the final resolution if already concluded

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

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

**C. Qualifications of Key Personnel**

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

- a) Names and qualifications of the key personnel that will perform the services 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\***

	<b>Deliverables</b> <i>[list them as referred to in the RFP]</i>	<b>Percentage of Total Price (Weight for payment)</b>	<b>Price (Lump Sum, All Inclusive)</b>
1	<ul style="list-style-type: none"> <li>• Advance payment</li> </ul>	15%	
2	<ul style="list-style-type: none"> <li>• Software Requirements Specification for the Climate Change Online Platform;</li> <li>• Design mock-ups</li> </ul>	20%	
3	<ul style="list-style-type: none"> <li>• Climate Change Online Platform – developed MVP functionality set up and deployed in production environment;</li> <li>• Project documentation, such as QA report, UAT report, issues mitigation plan;</li> <li>• End-user training materials;</li> <li>• Product presentation workshop - MVP level</li> </ul>	20%	
4	<ul style="list-style-type: none"> <li>• Climate Change Online Platform – developed functionality set up and deployed in QA environment</li> </ul>	15%	
5	<ul style="list-style-type: none"> <li>• The Climate Change Online Platform – set up and deployed in production environment (including Internal Information Resources and Public Information Portals);</li> </ul>	10%	

	<ul style="list-style-type: none"> <li>Project documentation, such as QA report, UAT report, issues mitigation plan;</li> <li>End-user training materials</li> </ul>		
6	Product presentation workshop - final product	10%	
7	<ul style="list-style-type: none"> <li>System maintenance information and instructions;</li> <li>Server architecture and deployment documents</li> </ul>	10%	

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

**E. Cost Breakdown by Cost Component [This is only an Example, the prospective company is to fill in in accordance with its staff list and technical proposal]:**

Description of Activity	Remuneration per Unit of Time	Total Period of Engagement	No. of Personnel	Total Rate
<b>I. Personnel Services</b>				
Task Manager for the overall assignment:		150	1	
Project Coordinator		200	1	
Senior Business Analyst"		150	1	
Business Analyst		120	1	
Software development expert (team lead)		120	1	
Climate Change expert		120	1	
Back-End Software developer		120	1	
DevOps engineer		100	1	
Cyber Security Specialist		60	1	
QA tester		60	1	
Front-End software developer		100	1	
Technical Writer		90	1	
UI/UX Designer		90	1	
<b>II. Out of Pocket Expenses</b>				
1. Travel Costs				
2. Daily Allowance				
3. Communications				
4. Reproduction				
5. Equipment Lease				
6. Others				
7. Transportation				
<b>III. Other Related Costs</b>				

<b>Total final and all-inclusive price quotation (VAT 0%)</b>				
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*[Name and Signature of the Service Provider's Authorized Person]*

*[Designation]*

*[Date]*

**F. Cost Breakdown per Deliverable\***

	<b>Deliverables</b> <i>[list them as referred to in the RFP]</i>	<b>Percentage of Total Price (Weight for payment)</b>	<b>Latest delivery date</b>	<b>Price</b> <i>(Lump Sum, All Inclusive)</i>
1				
2				
3				
4				
5				
6				

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



### ***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 Program (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.