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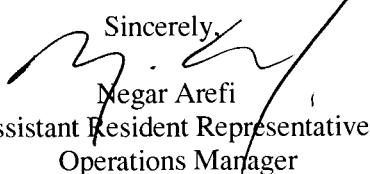
**Procurement Notice and Request for Proposal
For Providing International Consultancy Services for ECBC implementation system
and EMIS development under Policy Reforms and Market Transformation of the
Energy Efficient Buildings Sector of the Islamic Republic of Iran Project**

Date: 8 August 2018

Dear Madam/Sir,

We kindly request you to submit your Proposal for provision of international consultancy services for Energy conservation building code of Iran (ECBC) implementation system and Energy management information system, a web-based IT platform with tools (EMIS) development under Policy Reforms and Market Transformation of the Energy Efficient Buildings Sector of the Islamic Republic of Iran Project

Please be guided by the information provided below, in preparing your Proposal. Your Proposal must be expressed in English, and valid for a minimum period of 90 days.

Sincerely,

Megar Arefi
Assistant Resident Representative
Operations Manager

Country: Islamic Republic of Iran

Description of the assignment: Provision of international consultancy services for Energy conservation building code of Iran (ECBC) implementation system and Energy management information system, a web-based IT platform with tools (EMIS) development

Period of assignment/services: The expert is expected to work for up to 90 working days over the period of two year starting from September 2018 till September 2020. This includes 68 working days on mission in the country, in Tehran, and 22 working days of home-based support.

Proposal should be submitted to the below email address no later than Wednesday, 22 August 2018 – 16:30 as per local time.

registry.ir@undp.org

Any request for clarification must be sent in writing, or by standard electronic communication to the UNDP mailing address or to gagik.gevorkian@undp.org. The procuring UNDP entity will respond in writing or by standard electronic mail.



1. BACKGROUND

The objective of this project is to transform the energy efficiency in buildings in Iran, resulting in an invigorated sector in which skilled and well-trained engineers fit / retrofit efficient and low carbon heating systems in residences and other buildings, as required by demanding, well enforced building codes - thereby reducing energy bills for residents and national GHG emissions. It is envisaged that this will be achieved by (i) reviewing the legislative, policy and regulatory frameworks that impact building efficiency in Iran; revisiting the building code and products standards and labels and developing a supportive cross-sectoral energy efficiency strategy; enhancing professional infrastructure of energy service business through contributing to the development of a training system and smart maintenance of energy utility in buildings (ii) developing demonstration and pilot smart energy efficiency and environment building based on energy efficient and renewable energy measures in an existing demonstration building; implementing pilot project of hybrid energy efficiency system (hybrid of fossil and renewable energy sources) in specific and selected buildings, piloting of energy service business in the framework of market transformation, and (iii) transforming the market by: introducing mechanisms of competitive energy efficiency and environment market, utilization of sectoral and temporal energy price differentials, facilitating trade of white certificates (energy efficiency and environment), developing policy framework for promoting energy service and energy efficiency business, identifying and formulating mechanisms for promoting development and diffusion of energy efficient technologies, preparing procedures for developing infrastructures for training energy service professionals and issuing professional certificates, developing a system of quality assurance of energy efficiency and environmental quality services in the building sector, developing a stakeholder awareness-raising campaign and developing proposals for financing mechanisms for households.

For detailed information please see the Terms of Reference attached hereto as Annex I.

2. SCOPE OF WORK, RESPONSIBILITIES AND DESCRIPTION OF THE PROPOSED ANALYTICAL WORK

Key responsibilities of the expert would be related to preparation of an implementation and compliance system for enforcement of building energy code (ECBC) for setting minimum technical performance requirements for new buildings in Iran. The expert will also need to work on defining functional specifications for a web-based IT platform which will support compliance system for enforcement of minimum technical requirements for energy efficiency (EE) for new buildings.

Detailed responsibilities:

1. Mapping the stakeholders involved in building energy code compliance with their roles, responsibilities and information/data needs from the EMIS platform to be developed
2. Developing the procedures for preparation of BEP/EPCs and specifying the national software needs
3. Preparing technical requirements for development of building energy code compliance system
4. Define qualifications and training needs for third Party Assessors (TPA) who will be accredited for BEP/EPC preparation



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5. Conduct a study on existing EMIS for EEEB application and prepare functional specification for EMIS covering macro and micro level requirements of EEEB and MEEE including:
 - Preparation of building energy passports or energy performance certificates
 - Energy audits
 - White certificates issuance;
 - Quality control system;
 - Monitoring and Verification (M&V) implementation system based on EMIS;
6. Organize training for and support training the users of EMIS at all levels;
7. Drafting Terms of Reference and technical specifications for any IT related procurement (including hard and software and related consultant services) and, as applicable, in related contract negotiations; Procuring necessary software and hardware, assigning responsibilities for system operation and maintenance, defining users with their access and privileges;
8. Organizing the central EMIS database, including storing, further processing and quality control of the data fed into the system and actively exploring the opportunities and making recommendations for simplifying the procedures, automatization, co-ordination and harmonization of the VPST¹ energy data gathering activities;
9. Advising on system safety and adequate back-up arrangements;
10. Prepare operational guidelines for all user groups on how to use EMIS functions and applications;
11. Support EMIS implementation with projects and activities carried out by EMIS and M&V implementation partners and stakeholders, build partnerships and leverage resources;
12. Providing other technical backstopping for and supporting to the project team in any other EMIS related matters, as requested by the national project manager;

For more information on scope of the work and detailed responsibilities please see the Terms of Reference attached hereto as Annex I.

3. REQUIREMENTS FOR EXPERIENCE AND QUALIFICATIONS

- B.Sc. Degree in Energy engineering, Architecture or other related field;
- At least 5 years of experience in fields related to development and implementation of energy conservation codes for buildings;
- Specific experience with development of IT platforms for supporting implementation of energy efficiency of buildings is essential;
- At least 5 years of experience in using of energy modelling software for buildings;
- Proficient computer-based skills, including Microsoft Office and databases;
- Excellent inter-personal, communication, networking and negotiating skills;
- Experience in working with UNDP is an advantage;
- Fluent English-language speaking and writing skills;

¹ Vice-Presidency for Science and Technology (VPST)



4. DOCUMENTS TO BE INCLUDED WHEN SUBMITTING THE PROPOSALS.

The individual offerors must submit the following documents/information to demonstrate their qualifications:

1. Proposal:

(i) Explaining why the applicant is the most suitable for the work.

(ii) Provide a brief methodology on how the applicant will approach and conduct the work.

The proposal should be prepared in accordance with the templates provided in Annex III, Individual's Information Sheets.

2. Financial proposal

The financial proposal should be submitted in accordance with the Financial Proposal Template attached hereto as Annex IV.

3. Personal CV including past experience in similar projects and at least two references.

5. FINANCIAL PROPOSAL

Lump sum contracts

The financial proposal shall specify a total lump sum amount, and payment terms around specific and measurable (qualitative and quantitative) deliverables. Payments are based upon output, i.e. upon delivery of the services specified in the TOR. In order to assist the requesting unit in the comparison of financial proposals, the financial proposal will include a breakdown of this lump sum amount (including the anticipated working days).

Travel:

All envisaged travel costs must be included in the financial proposal. This includes all travel to join duty station/repatriation travel. In general, UNDP should not accept travel costs exceeding those of an economy class ticket. Should the IC wish to travel on a higher class he/she should do so using their own resources.

In the case of unforeseeable travel, payment of travel costs including tickets, lodging and terminal expenses should be agreed upon, between the respective business unit and Individual Consultant, prior to travel and will be reimbursed.

6. EVALUATION

Individual consultants will be evaluated based on the following methodology:

Cumulative analysis

The award of the contract should be made to the individual consultant whose offer has been evaluated and determined as:

a) Responsive/compliant/acceptable, and



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b) Having received the highest score out of a pre-determined set of weighted technical and financial criteria specific to the solicitation (Please see below).

- Technical Criteria weight; 70%
- Financial Criteria weight; 30%

Only if the candidate obtains a minimum of 70% of technical score (490 out of 700 point) in technical evaluation would be considered for the Financial Evaluation.

Technical Evaluation Criteria	Max. Point
Offeror's expertise:	
- B.Sc. Degree in Energy engineering, Architecture or other related fields	15
- At least five years of experience in fields related to development and implementation of energy conservation codes for buildings	100
- Specific experience with development of IT platforms for supporting implementation of energy efficiency of buildings is essential	100
- At least five years of experience in using of energy modelling software for buildings;	120
- Proficient computer-based skills, including Microsoft Office and databases	5
- Excellent inter-personal, communication, networking and negotiating skills	5
- Experience in working with UNDP is an advantage	5
Proposal and Methodology	
- Methodology and approach for carrying out the activities and obtaining the expected outputs;	210
- Action plan & Timeline.	
Interview	140
Total	700



Annex I
Terms of Reference (TOR)
“ECBC implementation system and EMIS development expert
for the Project:

Policy Reforms and Market Transformation of the Energy Efficient Buildings Sector of the I.R.
Iran Project”

Location	Home-based with travels to Tehran (68 days field work/working days in project office and other locations in Tehran as needed for up to 6 missions + 22 working days of home-based support)
Type of Contract:	Individual Contract
Post Level:	International Consultant
Languages Required:	English
Duration of Initial Contract:	24 months
Expected Duration of Assignment:	up to 90 working days

Background

The objective of this project is to transform the energy efficiency in buildings in Iran, resulting in an invigorated sector in which skilled and well-trained engineers fit / retrofit efficient and low carbon heating systems in residences and other buildings, as required by demanding, well enforced building codes - thereby reducing energy bills for residents and national GHG emissions. It is envisaged that this will be achieved by (i) reviewing the legislative, policy and regulatory frameworks that impact building efficiency in Iran; revisiting the building code and products standards and labels and developing a supportive cross-sectoral energy efficiency strategy; enhancing professional infrastructure of energy service business through contributing to the development of a training system and smart maintenance of energy utility in buildings (ii) developing demonstration and pilot smart energy efficiency and environment building based on energy efficient and renewable energy measures in an existing demonstration building; implementing pilot project of hybrid energy efficiency system (hybrid of fossil and renewable energy sources) in specific and selected buildings, piloting of energy service business in the framework of market transformation, and (iii) transforming the market by: introducing mechanisms of competitive energy efficiency and environment market, utilization of sectoral and temporal energy price differentials, facilitating trade of white certificates (energy efficiency and environment), developing policy framework for promoting energy service and energy efficiency business, identifying and formulating mechanisms for promoting development and diffusion of energy efficient technologies, preparing procedures for developing infrastructures for training energy service professionals and issuing professional certificates, developing a system of quality assurance of energy efficiency and environmental quality services in the building sector, developing a stakeholder awareness-raising campaign and developing proposals for financing mechanisms for households.



The project will operate through three main components:

Component 1

Key laws, policies, strategies, regulatory documents, frameworks and studies are proposed and in place to provide overall national direction for the cost-effective CO₂ mitigation/building EEE measures and facilitation of cross-sectoral coordination and coherence for improved enforcement of building energy code.

Component 2

Improved heating systems and integration of SWH systems in privately owned residential buildings and government-owned buildings demonstrated through implementation of 200 pilot projects.

Component 3

MEEE promoting ESCOs to nationwide transformation of construction techniques for a thermally insulated building shell and reduced heating loads as well as improved behavior and attitude of building owners and administrators towards energy use in buildings.

The component 1 will provide conducive legal framework and set minimum technical requirements for energy performance of buildings. It will also develop and establish a compliance enforcement system for buildings energy code based on building 'energy passport' or 'energy performance certificates'², and supported by reference laboratory for testing the materials and equipment efficiencies. It will also provide a legal and institutional framework for market for energy efficiency and environment market (MEEE) where 'white certificates'³ will be traded. The key supportive tool for compliance enforcement and EEE market operation will be developed as well as a web-based IT platform referred to as 'Energy Management Information System' (EMIS).

The component 2 will develop and test operational procedures for implementing building improvements through application of appropriate technologies, production of white certificates, operationalization of EMIS, development and implementation of measurement and verification (M&V) procedures, and along with building capacity of all involved stakeholders and created a training program for rolling out the capacity building required for MEEE operation and EE market transformation.

The component 3 will among the other outcomes develop and run a multi-year multi-channel public media promotion and awareness campaign aiming at changing attitude towards energy use and creating motivation for improving energy efficiency by the public at large at their homes and places of work.

The Project management unit (PMU) has been established with overall project management and implementation responsibilities under the leadership of National Project Manager (NPM).

² Building's Energy Passport (BEP) or buildings Energy Performance Certificate (EPC) are documents produced by accredited parties clearly declaring whether or not a building complies with building energy code requirements

³ White certificates are tradeable documents which are based on confirmed and certified energy savings achieved at certain energy users and then sold on the Iran energy exchange to interested buyers



Within this framework, the UNDP - PMU seeks services of an expert who will coordinate the activities and provide technical support, professional inputs and expertise for the work related to development of implementation and compliance system for energy conservation building code, and an IT platform - Energy Management Information System (EMIS) which will support compliance system and other project activities.

Scope of work

Key responsibilities of the expert would be related to preparation of an implementation and compliance system for enforcement of building energy code (ECBC) for setting minimum technical performance requirements for new buildings in Iran. The expert will also need to work on defining functional specifications for a web-based IT platform which will support compliance system for enforcement of minimum technical requirements for energy efficiency (EE) for new buildings.

Typically, the compliance process is based on preparation of a 'Building energy passport' (BEP) or an 'Energy performance certificates (EPC)' for buildings by an authorized third-party assessors (TPA). These BEPs or EPCs would provide objective information on actual level of building performance at the stage of design, and later on at a stage when building is constructed and ready for occupancy. The process is outlined by the figures 1&2.

The compliance process must be supported by national software for calculation of energy performance of buildings which should be used by all involved parties, and with an IT platform which – Energy management information system (EMIS) - would serve the needs of various stakeholders and keep the records of buildings as created during the compliance checking process. The platform should also provide support later on when actual performance of occupied building would be subject to monitoring and verification.

To integrate implementation of project activities for new and existing buildings, and to enable monitoring and evaluation of results, and to provide a tool for sustainability of project outcomes, a web-based IT platform – EMIS will need to support other project activities and to all stakeholders. These needs will be identified during the stakeholders mapping process.

The EMIS should support a number of functions such as:

- Buildings' stock register and database
- Preparation of BEPs/EPCs
- Monitoring of compliance with buildings' EE standards
- Preparation of white certificates
- Energy management practice implementation in public buildings
- Monitoring and verification of savings, etc.

Each of the specific functions would be supported by specific EMIS application. All applications reside on the IT platform and share common data base. Functional specification will need to be prepared describing how the final application should work, through a description of the minimum required functional product features.

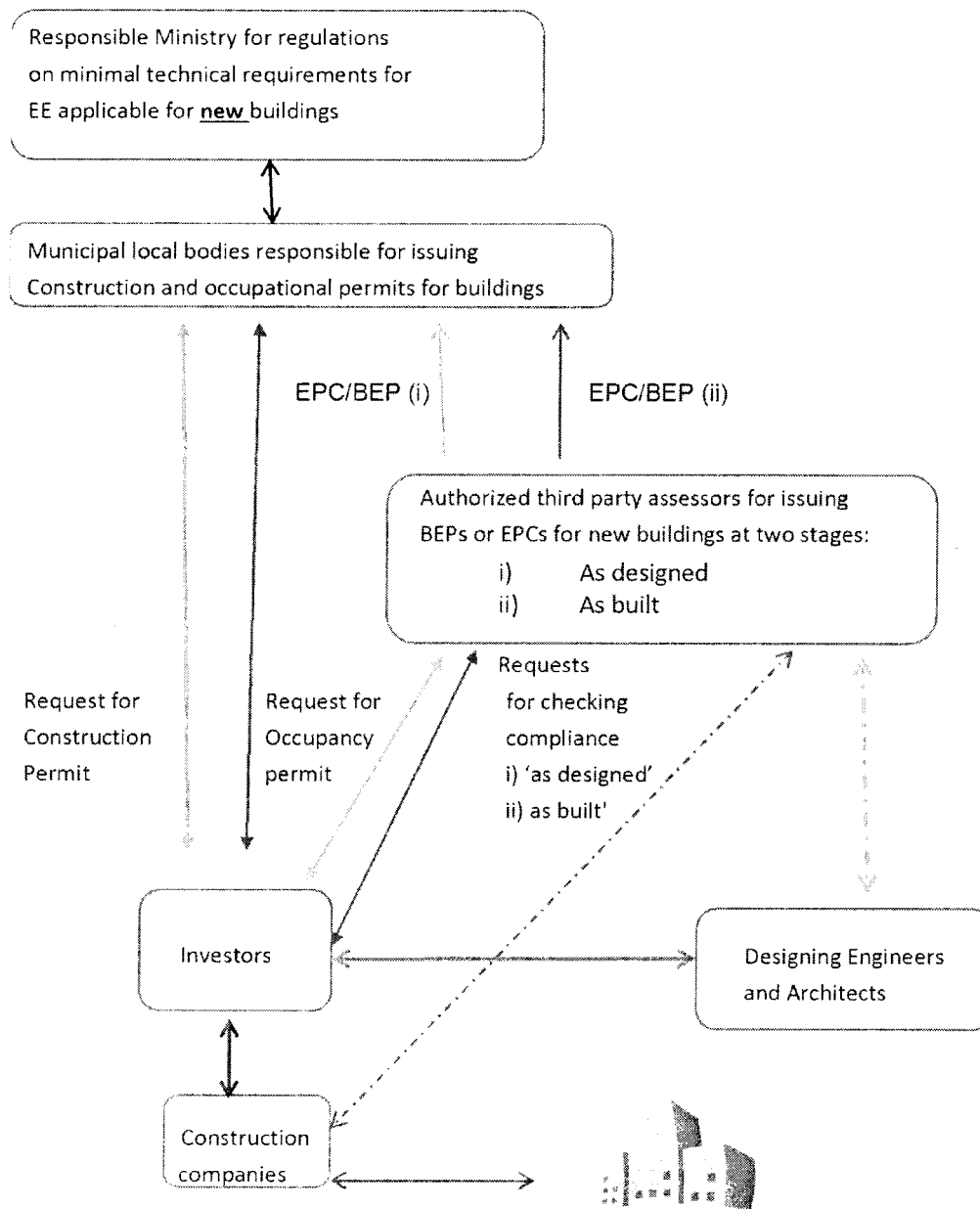


Figure 1 Outline of an energy building code compliance system based on BEP/EPC approach

For instance, the features of building *energy management application* (see Figure 2) should enable:

1. Continuous updating and maintenance of a database of general information on buildings;
2. Continuous entry and monitoring of consumption data for all types of energy and water in buildings;

3. Calculation of consumption indicators by user-selected independent variables entered in the database data and via pre-set parameters;
4. Monitoring and target setting for energy expenses and energy savings for individual buildings and groups of buildings;
5. Report creation according to user preferences or according to pre-set templates, etc.

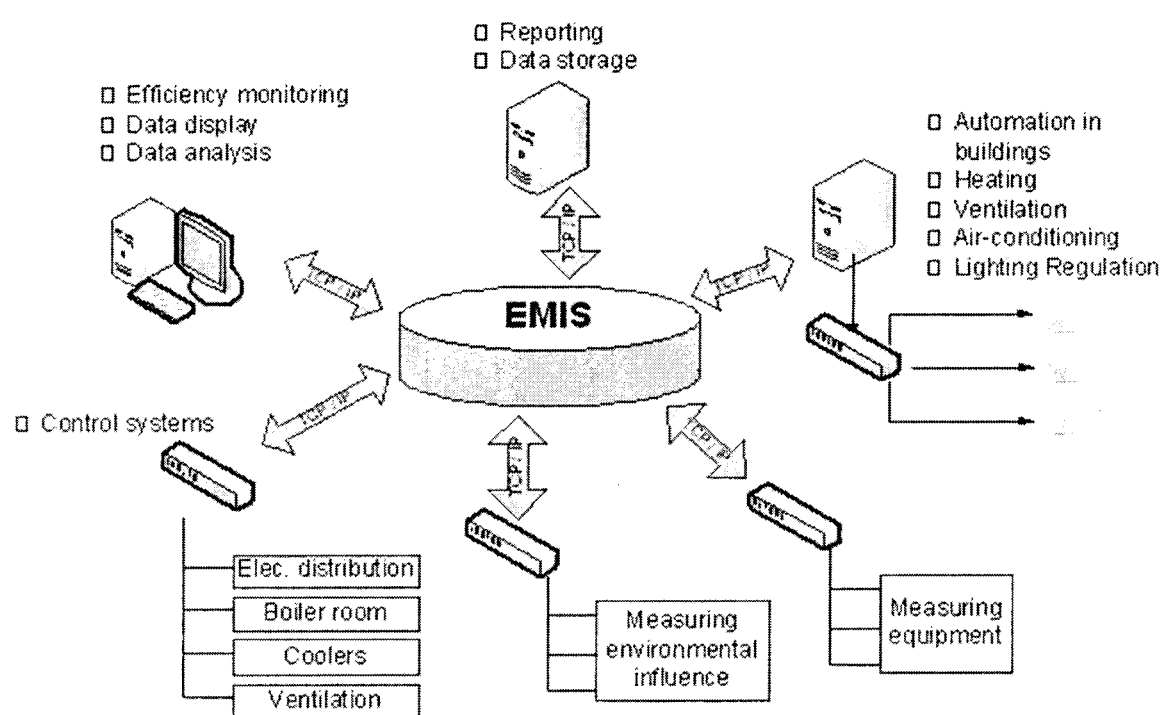


Figure 2: Outline of a building energy management application structure

In a similar way the features for other aforementioned system's functions should be prepared and full functional specifications developed.

The functional specification is a guideline for the development team (developers) on how to develop required software. It serves as a basis for determining needed work and represents an informal agreement between the parties about what exactly should be developed. It also serves as a point of coordination for the project team.

EMIS is a tool that connects processes of entering data on buildings and their energy consumption, monitoring and interpreting indicators and reporting on energy savings. For ease of use and access it should be conceived as a web application. EMIS is a database-driven application, its data structure composed of tables, which are composed of rows and columns, which form cells at their intersections.



containing relevant data. There is also a user-friendly interface that provides for easy interactions with the system and presents key results by graphs and diagrams.

The expert will also participate in tender evaluation and selection of a developer for EMIS. Furthermore, the expert should assist the PMU in supervising the work of developer and testing the product (EMIS) upon completion and during initial implementation for specified functions.

Detailed responsibilities:

1. Mapping the stakeholders involved in building energy code compliance with their roles, responsibilities and information/data needs from the EMIS platform to be developed
2. Developing the procedures for preparation of BEP/EPCs and specifying the national software needs
3. Preparing technical requirements for development of building energy code compliance system
4. Define qualifications and training needs for third Party Assessors (TPA) who will be accredited for BEP/EPC preparation
5. Conduct a study on existing EMIS for EEEB application and prepare functional specification for EMIS covering macro and micro level requirements of EEEB and MEEE including:
 - Preparation of building energy passports or energy performance certificates
 - Energy audits
 - White certificates issuance;
 - Quality control system;
 - Monitoring and Verification (M&V) implementation system based on EMIS;
6. Organize training for and support training the users of EMIS at all levels;
7. Drafting Terms of Reference and technical specifications for any IT related procurement (including hard and software and related consultant services) and, as applicable, in related contract negotiations; Procuring necessary software and hardware, assigning responsibilities for system operation and maintenance, defining users with their access and privileges;
8. Organizing the central EMIS database, including storing, further processing and quality control of the data fed into the system and actively exploring the opportunities and making recommendations for simplifying the procedures, automatization, co-ordination and harmonization of the VPST⁴ energy data gathering activities;
9. Advising on system safety and adequate back-up arrangements;
10. Prepare operational guidelines for all user groups on how to use EMIS functions and applications;
11. Support EMIS implementation with projects and activities carried out by EMIS and M&V implementation partners and stakeholders, build partnerships and leverage resources;
12. Providing other technical backstopping for and supporting to the project team in any other EMIS related matters, as requested by the national project manager;

Deliverables and reporting requirements

1. Stakeholders mapping and functional requirements report

⁴ Vice Presidency for Science and Technology (VPST)



2. Functional specifications for EMIS on BEP/EPC development procedures requirements
3. TPA accreditation system report
4. National software selection report
5. ECBC implementation system report
6. Tender evaluation report
7. Operational guidelines for EMIS use
8. Training program for users of EMIS
9. Short quarterly progress/issues report to NPM

Schedule

#	Deliverables and reporting	2018		2019				2020		
		Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3
1	Stakeholders mapping and functional requirements report		x							
2	Functional specifications for EMIS on BEP/EPC development procedures requirements		x							
3	TPA accreditation system report			x						
4	National software selection report		x							
5	ECBC implementation system report			x						
6	Tender evaluation report				x					
7	Operational guidelines for EMIS use					x				
8	Training program for users of EMIS						x			
9	Short quarterly progress/issues report to NPM			x	x	x	x	x	x	x

Qualifications

- B.Sc. Degree in Energy engineering, Architecture or other related field;
- At least 5 years of experience in fields related to development and implementation of energy conservation codes for buildings;
- Specific experience with development of IT platforms for supporting implementation of energy efficiency of buildings is essential;
- At least 5 years of experience in using of energy modelling software for buildings;
- Proficient computer-based skills, including Microsoft Office and databases;
- Excellent inter-personal, communication, networking and negotiating skills;
- Experience in working with UNDP is an advantage;
- Fluent English-language speaking and writing skills;



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Duration and Timeline

The expert is expected to work for up to 90 working days over the period of two years starting from September 2018 till September 2020. This includes 68 working days on mission in the country, in Tehran, for up to 6 missions and 22 working days of home-based support.

Terms of Payment/Remuneration

In full consideration for the complete and satisfactory performance of the Services under this Contract UNDP shall pay the Contractor the offered and approved amount of the contract through below instalments which will be made upon verification and acceptance by UNDP.

Time after issuance of the contract	Deliverables	% of the whole contract
End of Quarter 4 of 2018	Deliverables as per the schedule above	25
End of Quarter 1 of 2019	Deliverables as per the schedule above	15
End of Quarter 2 of 2019	Deliverables as per the schedule above	15
End of Quarter 3 of 2019	Deliverables as per the schedule above	15
End of Quarter 4 of 2019	Deliverables as per the schedule above	10
End of Quarter 1 of 2020	Deliverables as per the schedule above	5
End of Quarter 2 of 2020	Deliverables as per the schedule above	5
End of Quarter 3 of 2020	Final report and timely and satisfactory performance	10

NB. Payments will only be made when deliverables are produced on time and to a high quality, as approved by the NPM.

- Confirmation of the NPD on delivery by the consultant, and acceptance by UNDP of all the final deliverables is prerequisite to the final payment.
- Each payment will be made in Euro upon satisfactory completion of the tasks and respective deliverables as per submission of deliverables/claims by the consultant, including the timesheet, and the project/UNDP approvals.
- Each payment will be transferred by UNDP through Electronic Fund Transfer to the Euro account number of the contractor introduced through an official letter indicating full banking information.
- Payments will be made according to UNDP regulations as explained in the contract documents.
- The International Consultant shall not do any work, provide any equipment, materials and supplies or perform any other services which may result in any cost in excess of the abovementioned amount.
- The contract's total payment is expected to cover travel costs to join duty station, communication costs, costs of typing and preparing the soft and hard copies of documents and any other relevant costs regarding this activity.
- The anticipated mission travel has been included in the TOR; however, in the event of unforeseeable travel, UNDP and the Individual Contractor will agree upon the manner in which travel costs including tickets, lodging and terminal expenses are to be reimbursed to the traveller.



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- All envisaged travel costs (including ticket to join duty station, accommodation in Tehran, etc.) must be included in the offeror's financial proposal. The individual offeror should consider the prevailing price for an economy class ticket serving the most direct routes in his /her financial proposal. Individual contractor wishing to upgrade his/her travel to business or first class shall do so at his/her own expense.
- The travel costs (ticket, insurance, terminal expenses, visa fee) will be reimbursed upon submission of copy of ticket and visa before each mission as per actual cost incurred but not exceeding the proposed cost in financial proposal.
- The project will provide air ticket for each local travel - therefore the cost to be excluded from this contract. As for living allowances, the current living allowances in different cities of Iran has been included in the Financial Proposal template. The living allowances will be reimbursed after completion of each mission upon submission of travel claim form and based on the actual rate on travel dates. The cost of each mission is payable only against submission of boarding passes as well as visa, tickets' and all other associated costs' invoices.

Travel Requirements:

If travel is required under the contract, the individual consultant shall:

- Obtain the security clearance from UNDP office (the details of travel including date of departure and arrival, accommodation and purpose of travel shall be submitted to UNDP office 2 working days before date of travel)
- Undertake the training courses on Basic Security in the Field and Advanced Security in the Field (only applicable for certain destination; to be checked with UNDP) and provide UNDP with both certificates; the related CD ROMs are available at UNDP office.
- Undertake a full medical examination including x-rays and obtain medical clearance from an UN-approved physician. This is only applicable for the contractors on the age of 62 years or more.



Annex II GENERAL CONDITIONS OF CONTRACTS FOR THE SERVICE OF INDIVIDUAL CONTRACTORS

1. LEGAL STATUS: The Individual contractor shall have the legal status of an independent contractor vis-à-vis the United Nations Development Programme (UNDP), and shall not be regarded, for any purposes, as being either a “staff member” of UNDP, under the UN Staff Regulations and Rules, or an “official” of UNDP, for purposes of the Convention on the Privileges and Immunities of the United Nations, adopted by the General Assembly of the United Nations on 13 February 1946. Accordingly, nothing within or relating to the Contract shall establish the relationship of employer and employee, or of principal and agent, between UNDP and the Individual contractor. The officials, representatives, employees or subcontractors of UNDP and of the Individual contractor, if any, shall not be considered in any respect as being the employees or agents of the other, and UNDP and the Individual contractor shall be solely responsible for all claims arising out of or relating to their engagement of such persons or entities.

2. STANDARDS OF CONDUCT: In General: The Individual contractor shall neither seek nor accept instructions from any authority external to UNDP in connection with the performance of his or her obligations under the Contract. Should any authority external to UNDP seek to impose any instructions regarding the Individual contractor’s performance under the Contract, the Individual contractor shall promptly notify UNDP and shall provide all reasonable assistance required by UNDP. The Individual contractor shall not take any action in respect of his or her performance of the Contract or otherwise related to his or her obligations under the Contract that may adversely affect the interests of UNDP. The Individual contractor shall perform his or her obligations under the Contract with the fullest regard to the interests of UNDP. The Individual contractor warrants that she or he has not and shall not offer any direct or indirect benefit arising from or related to the performance of the Contract or the award thereof to any representative, official, employee or other agent of UNDP. The Individual contractor shall comply with all laws, ordinances, rules and regulations bearing upon the performance of his or her obligations under the Contract. In the performance of the Contract the Individual contractor shall comply with the standards of conduct set in the Secretary General’s Bulletin ST/SGB/2002/9 of 18 June 2002, entitled “Regulations Governing the Status, Basic Rights and Duties of Officials other than Secretariat Officials, and Expert on Mission”. The Individual contractor must comply with all security directives issued by UNDP.

Prohibition of Sexual Exploitation and Abuse: In the performance of the Contract, the Individual contractor shall comply with the standards of conduct set forth in the Secretary-General’s bulletin ST/SGB/2003/13 of 9 October 2003, concerning “Special measures for protection from sexual exploitation and sexual abuse”. In particular, the Individual contractor shall not engage in any conduct that would constitute sexual exploitation or sexual abuse, as defined in that bulletin.

The Individual contractor acknowledges and agrees that any breach of any of the provisions hereof shall constitute a breach of an essential term of the Contract, and, in addition to any other legal rights or remedies available to any person, shall give rise to grounds for suspension or termination of the Contract. In addition, nothing herein shall limit the right of UNDP to refer any alleged breach of the foregoing standards of conduct or any other terms of the Contract to the relevant national authorities for appropriate legal action.



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3. TITLE RIGHTS, COPYRIGHTS, PATENTS AND OTHER PROPRIETARY RIGHTS: Title to any equipment and supplies that may be furnished by UNDP to the Individual contractor for the performance of any obligations under the Contract shall rest with UNDP, and any such equipment and supplies shall be returned to UNDP at the conclusion of the Contract or when no longer needed by the Individual contractor. Such equipment and supplies, when returned to UNDP, shall be in the same condition as when delivered to the Individual contractor, subject to normal wear and tear, and the Individual contractor shall be liable to compensate UNDP for any damage or degradation of the equipment and supplies that is beyond normal wear and tear.

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 Individual contractor has developed for 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 Individual contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for UNDP. However, to the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Individual contractor: (a) that pre-existed the performance by the Individual contractor of his or her obligations under the Contract, or (b) that the Individual contractor may develop or acquire, or may have developed or acquired, independently of the performance of his or her obligations under the Contract, UNDP does not and shall not claim any ownership interest thereto, and the Individual contractor grants to 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. At the request of UNDP, the Individual contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to UNDP in compliance with the requirements of the applicable law and of the Contract. 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 Individual contractor under the Contract shall be the property of UNDP, shall be made available for use or inspection by 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 services under the Contract.

4. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION: Information and data that are considered proprietary by either UNDP or the Individual contractor or that are delivered or disclosed by one of them (“Discloser”) to the other (“Recipient”) during the course of performance of the Contract, and that are designated as confidential (“Information”), shall be held in confidence and shall be handled as follows. The Recipient of such Information shall 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 the Recipient may otherwise use the Discloser’s Information solely for the purpose for which it was disclosed. The Recipient may disclose confidential Information to any other party with the Discloser’s prior written consent, as well as to the Recipient’s officials, representatives, employees, subcontractors and agents who have a need to know such confidential Information solely for purposes of performing obligations under the Contract. Subject to and without any waiver of the privileges and immunities of UNDP, the Individual contractor may disclose Information to the extent required by law, *provided that* the Individual contractor will give UNDP sufficient prior notice of a request for the disclosure of Information in order to allow UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made. UNDP may disclose Information to the extent required pursuant to the Charter of the United Nations, resolutions or



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regulations of the General Assembly or its other governing bodies, or rules promulgated by the Secretary-General. 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. 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. Notwithstanding the foregoing, the Individual contractor acknowledges that UNDP may, in its sole discretion, disclose the purpose, type, scope, duration and value of the Contract, the name of the Individual contractor, and any relevant information related to the award of the Contract.

5. TRAVEL, MEDICAL CLEARANCE AND SERVICE INCURRED DEATH, INJURY OR ILLNESS: If the Individual contractor is required by UNDP to travel beyond commuting distance from the Individual contractor's usual place of residence, and upon prior written agreement, such travel shall be at the expense of UNDP. Such travel shall be at economy fare when by air.

UNDP may require the Individual contractor to submit a "statement of good health" from a recognized physician prior to commencement of services in any offices or premises of UNDP, or before engaging in any travel required by UNDP, or connected with the performance of the Contract. The Individual contractor shall provide such a statement as soon as practicable following such request, and prior to engaging in any such travel, and the Individual contractor warrants the accuracy of any such statement, including, but not limited to, confirmation that the Individual contractor has been fully informed regarding the requirements for inoculations for the country or countries to which travel may be authorized.

In the event of death, injury or illness of the Individual contractor which is attributable to the performance of services on behalf of UNDP under the terms of the Contract while the Individual contractor is traveling at UNDP expense or is performing any services under the Contract in any offices or premises of UNDP, the Individual contractor or the Individual contractor's dependents, as appropriate, shall be entitled to compensation equivalent to that provided under the UNDP insurance policy, available upon request.

6. PROHIBITION ON ASSIGNMENT; MODIFICATIONS: The Individual contractor may not assign, delegate, transfer, pledge or make any other disposition of the Contract, of any part thereof, or of any of the rights, claims or obligations under the Contract except with the prior written authorization of UNDP, and any attempt to do so shall be null and void. The terms or conditions of any supplemental undertakings, licenses or other forms of Contract concerning any goods or services to be provided under the Contract shall not be valid and enforceable against UNDP nor in any way shall constitute a contract by UNDP thereto, unless any such undertakings, licenses or other forms of contract are the subject of a valid written undertaking by UNDP. No modification or change in the Contract shall be valid and enforceable against UNDP unless provided by means of a valid written amendment to the Contract signed by the Individual contractor and an authorized official or appropriate contracting authority of UNDP.

7. SUBCONTRACTORS: In the event that the Individual contractor requires the services of subcontractors to perform any obligations under the Contract, the Individual contractor shall obtain the prior written approval of UNDP for any such subcontractors. UNDP may, in its sole discretion, reject any proposed subcontractor or require such subcontractor's removal without having to give any justification therefore, and such rejection shall not entitle the Individual contractor to claim any delays



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in the performance, or to assert any excuses for the non-performance, of any of his or her obligations under the Contract. The Individual contractor shall be solely responsible for all services and obligations performed by his or her subcontractors. The terms of any subcontract shall be subject to, and shall be construed in a manner that is fully in accordance with, all of the terms and conditions of the Contract.

8. USE OF NAME, EMBLEM OR OFFICIAL SEAL OF THE UNITED NATIONS: The Individual contractor shall not advertise or otherwise make public for purposes of commercial advantage or goodwill that it has a contractual relationship with UNDP, nor shall the Individual contractor, in any manner whatsoever, use the name, emblem or official seal of UNDP, or any abbreviation of the name of UNDP, in connection with his or her business or otherwise without the written permission of UNDP.

9. INDEMNIFICATION: The Individual contractor shall indemnify, defend, and hold and save harmless UNDP, and its officials, agents and employees, from and against all suits, proceedings, claims, demands, losses and liability of any kind or nature, including, but not limited to, all litigation costs and expenses, attorney's fees, settlement payments and damages, based on, arising from, or relating to: (a) allegations or claims that the use by UNDP of any patented device, any copyrighted material or any other goods or services provided to UNDP for its use under the terms of the Contract, in whole or in part, separately or in combination, constitutes an infringement of any patent, copyright, trademark or other intellectual property right of any third party; or (b) any acts or omissions of the Individual contractor, or of any subcontractor or anyone directly or indirectly employed by them in the performance of the Contract, which give rise to legal liability to anyone not a party to the Contract, including, without limitation, claims and liability in the nature of a claim for workers' compensation.

10. INSURANCE: The Individual contractor shall pay UNDP promptly for all loss, destruction or damage to the property of UNDP caused by the Individual contractor, or of any subcontractor, or anyone directly or indirectly employed by them in the performance of the Contract. The Individual contractor shall be solely responsible for taking out and for maintaining adequate insurance required to meet any of his or her obligations under the Contract, as well as for arranging, at the Individual contractor's sole expense, such life, health and other forms of insurance as the Individual contractor may consider to be appropriate to cover the period during which the Individual contractor provides services under the Contract. The Individual contractor acknowledges and agrees that none of the insurance arrangements the Individual contractor shall, in any way, be construed to limit the Individual contractor's liability arising under or relating to the Contract.

11. ENCUMBRANCES AND LIENS: The Individual 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 UNDP against any monies due to the Individual contractor or to become due for any work done or against any goods supplied or materials furnished under the Contract, or by reason of any other claim or demand against the Individual contractor.

12. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS: In the event of and as soon as possible after the occurrence of any cause constituting *force majeure*, the Individual contractor shall give notice and full particulars in writing to UNDP of such occurrence or cause if the Individual contractor is thereby rendered unable, wholly or in part, to perform his or her obligations and meet his or her responsibilities under the Contract. The Individual contractor shall also notify UNDP of any other changes in conditions or the occurrence of any event, which interferes or threatens to interfere with the performance of the Contract. Not more than fifteen (15) days following the provision of such notice of



force majeure or other changes in conditions or occurrence, the Individual contractor shall also submit a statement to UNDP of estimated expenditures that will likely be incurred for the duration of the change in conditions or the event. On receipt of the notice or notices required hereunder, UNDP shall take such action as it considers, in its sole discretion, to be appropriate or necessary in the circumstances, including the granting to the Individual contractor of a reasonable extension of time in which to perform any obligations under the Contract or suspension thereof.

Force majeure as used herein means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, or any other acts of a similar nature or force, *provided that* such acts arise from causes beyond the control and without the fault or negligence of the Individual contractor. The Individual contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Individual contractor must perform in or for any areas in which UNDP is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delay 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.

13. TERMINATION: Either party may terminate the Contract, in whole or in part, upon giving written notice to the other party. The period of notice shall be five (5) days in the case of contracts for a total period of less than two (2) months and fourteen (14) days in the case of contracts for a longer period. The initiation of conciliation or arbitral proceedings, as provided below, shall not be deemed to be a “cause” for or otherwise to be in itself a termination of the Contract. UNDP may, without prejudice to any other right or remedy available to it, terminate the Contract forthwith in the event that: (a) the Individual contractor is adjudged bankrupt, or is liquidated, or becomes insolvent, applies for moratorium or stay on any payment or repayment obligations, or applies to be declared insolvent; (b) the Individual contractor is granted a moratorium or a stay or is declared insolvent; (c) the Individual contractor makes an assignment for the benefit of one or more of his or her creditors; (d) a Receiver is appointed on account of the insolvency of the Individual contractor; (e) the Individual contractor offers a settlement in lieu of bankruptcy or receivership; or (f) UNDP reasonably determines that the Individual contractor has become subject to a materially adverse change in financial condition that threatens to endanger or otherwise substantially affect the ability of the Individual contractor to perform any of the obligations under the Contract.

In the event of any termination of the Contract, upon receipt of notice of termination by UNDP, the Individual contractor shall, except as may be directed by UNDP in the notice of termination or otherwise in writing: (a) take immediate steps to bring the performance of any obligations under the Contract to a close in a prompt and orderly manner, and in doing so, reduce expenses to a minimum; (b) refrain from undertaking any further or additional commitments under the Contract as of and following the date of receipt of such notice; (c) deliver all completed or partially completed plans, drawings, information and other property that, if the Contract had been completed, would be required to be furnished to UNDP thereunder; (d) complete performance of the services not terminated; and (e) take any other action that may be necessary, or that UNDP may direct in writing, for the protection and preservation of any property, whether tangible or intangible, related to the Contract that is in the possession of the Individual contractor and in which UNDP has or may be reasonably expected to acquire an interest.

In the event of any termination of the Contract, UNDP shall only be liable to pay the Individual contractor compensation on a pro rata basis for no more than the actual amount of work performed to the satisfaction of UNDP in accordance with the requirements of the Contract. Additional costs incurred



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by UNDP as a result of termination of the Contract by the Individual contractor may be withheld from any amount otherwise due to the Individual contractor by UNDP.

14. NON-EXCLUSIVITY: UNDP shall have no obligation respecting, and no limitations on, its right to obtain goods of the same kind, quality and quantity, or to obtain any services of the kind described in the Contract, from any other source at any time.

15. TAXATION: Article II, 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 restrictions, 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 exemptions of the United Nations from such taxes, restrictions, duties or charges, the Individual contractor shall immediately consult with UNDP to determine a mutually acceptable procedure. UNDP shall have no liability for taxes, duties or other similar charges payable by the Individual contractor in respect of any amounts paid to the Individual contractor under this Contract, and the Individual contractor acknowledges that UNDP will not issue any statements of earnings to the Individual contractor in respect of any such payments.

16. AUDITS AND INVESTIGATIONS: Each invoice paid by UNDP shall be subject to a post-payment audit by auditors, whether internal or external, of UNDP or by other authorized and qualified agents of UNDP. The Individual contractor acknowledges and agrees that UNDP may conduct investigations relating to any aspect of the Contract or the award thereof, and the obligations performed thereunder.

The Individual contractor shall provide full and timely cooperation with any post-payment audits or investigations hereunder. Such cooperation shall include, but shall not be limited to, the Individual contractor's obligation to make available any relevant documentation and information for the purposes of a post-payment audit or an investigation at reasonable times and on reasonable conditions. The Individual contractor shall require his or her employees, subcontractors and agents, if any, including, but not limited to, the Individual contractor's attorneys, accountants or other advisers, to reasonably cooperate with any post-payment audits or investigations carried out by UNDP hereunder.

If the findings or circumstances of a post-payment audit or investigation so warrant, UNDP may, in its sole discretion, take any measures that may be appropriate or necessary, including, but not limited to, suspension of the Contract, with no liability whatsoever to UNDP.

The Individual contractor shall refund to UNDP any amounts shown by a post-payment audit or investigation to have been paid by UNDP other than in accordance with the terms and conditions of the Contract. Such amount may be deducted by UNDP from any payment due to the Individual contractor under the Contract.

The right of UNDP to conduct a post-payment audit or an investigation and the Individual contractor's obligation to comply with such shall not lapse upon expiration or prior termination of the Contract.

17. SETTLEMENT OF DISPUTES:

AMICABLE SETTLEMENT: UNDP and the Individual contractor shall use their best efforts to amicably settle any dispute, controversy or claim arising out of the Contract or the breach, termination or invalidity thereof. Where the parties wish to seek such an amicable settlement through conciliation,



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the conciliation shall take place in accordance with the Conciliation Rules then obtaining of the United Nations Commission on International Trade Law (“UNCITRAL”), or according to such other procedure as may be agreed between the parties in writing.

ARBITRATION: Any dispute, controversy or claim between the parties arising out of the Contract, or the breach, termination, or invalidity thereof, unless settled amicably, as provided above, shall be referred by either of the parties 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.

18. LIMITATION ON ACTIONS: Except with respect to any indemnification obligations in Article 9, above, or as are otherwise set forth in the Contract, any arbitral proceedings in accordance with Article 17, above, arising out of the Contract must be commenced within three (3) years after the cause of action has accrued.

The Parties further acknowledge and agree that, for these purposes, a cause of action shall accrue when the breach actually occurs, or, in the case of latent defects, when the injured Party knew or should have known all of the essential elements of the cause of action, or in the case of a breach of warranty, when tender of delivery is made, except that, if a warranty extends to future performance of the goods or any process or system and the discovery of the breach consequently must await the time when such goods or other process or system is ready to perform in accordance with the requirements of the Contract, the cause of action accrues when such time of future performance actually begins.

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

- Write about your experience in below areas:
 - Development and implementation of energy conservation codes for buildings;
 - Specific experience with development of IT platforms for supporting implementation of energy efficiency of buildings is essential;
 - Using of energy modelling software for buildings;

- Please write about your proficiency in computer-based skills, including Microsoft Office and databases;

- Your knowledge of English (reading, writing and speaking), please rate yourself.
 - No proficiency
 - Elementary proficiency
 - Limited working proficiency
 - Professional working proficiency
 - Full professional proficiency
 - Native or bilingual proficiency

Letter of interest: Please write (or attach), in no more than one page, about your motivation and interest in this activity and its relevance to your qualifications and previous work experience as well as why you consider yourself suitable for the work and a brief methodology on how you will approach & conduct the work.

Please explain your methodology and approach for carrying out the activities and obtaining the expected outputs.

Please develop an action plan with steps and timeframe for activities to be conducted by you including coordination with organizations required for implementation of the work

Example:

Steps	Involved entities (if applicable)	Timeframe	Responsible entity/individual (if applicable)

Attachments:

Please attach following documents:

- CV
- Any other relevant documents including copy of contracts, publications, etc.

Other explanations:

Name and signature of the individual

Name:

Signature:

Date:

Annex IV Financial Proposal

The offeror is asked to provide a Financial Proposal with detailed cost breakdown and separate figures for each functional grouping or category.

Estimates for cost-reimbursable items, if any, such as travel and out of pocket expenses should be listed separately.

In case of any equipment component to the service provided, the Financial Proposal should include figures for both purchase and lease/rent options. The UNDP reserves the option to either lease/rent or purchase outright the equipment through the Contractor.

Notes:

- The financial proposal should be provided in Euro.
- For preparing the financial proposal, please use UN Operational Rate of Exchange. For update rates please see: <http://treasury.un.org/operationalrates/OperationalRates.aspx>

A. Breakdown of Cost by Deliverables

Breakdown of Cost by Deliverables		Expected No. of days	Unit/item or Service Price (EUR)	Total Price (EURO)
1	Stakeholders mapping and functional requirements report			
2	Functional specifications for EMIS on BEP/EPC development procedures requirements			
3	TPA accreditation system report			
4	National software selection report			
5	ECBC implementation system report			
6	Tender evaluation report			
7	Operational guidelines for EMIS use			
8	Training program for users of EMIS			
9	Short quarterly progress/issues report to NPM			
10	Miscellaneous cost (Travel cost, etc.)			
Total				[.....]

B. Breakdown of Cost by Components:

Cost Components	Unit Cost	Quantity	Total Rate for the Contract Duration
I. Personnel Costs			
Professional Fees		90 days	
Life Insurance			
Medical Insurance			
Communications			
Land Transportation			
Others (pls. specify)			

II. Travel Expenses to Join duty station			
Round Trip Airfares to and from duty station		6 trips	
Current Living Allowance in Tehran (as per Aug rate of Exchange)	245.92	68 days	
Travel Insurance		6 trips	
Terminal Expenses		6 trips	
Visa		6 trips	
Others (pls. specify)			
III. Duty Travel			
Round Trip Airfares			
Living Allowance			
Travel Insurance			
Terminal Expenses			
Others (pls. specify)			

Signature:

Name:

Title:

Date: