



REQUEST FOR PROPOSALS

for

**Software Development for Web Based Energy Efficiency
Portal**

**Improving Energy Efficiency in Industry in Turkey Project
Turkey**

Ref: UNDP-TUR-RFP-PROJ(EEI)-2016/11



**United Nations Development Programme
November 2016**



SECTION 1. LETTER OF INVITATION

Ankara, Turkey
25 November 2016

Software Development for Web Based Energy Efficiency Portal

Dear Mr./Ms.:

The United Nations Development Programme (UNDP) hereby invites you to submit a Proposal to this Request for Proposal (RFP) for the above-referenced subject.

This RFP includes the following documents:

- Section 1 – This Letter of Invitation
- Section 2 – Instructions to Proposers (including Data Sheet)
- Section 3 – Evaluation Methodology for Proposals
- Section 4 – Terms of Reference (incl. Annexes)
- Section 5 – Proposal Submission Form
- Section 6 – Documents Establishing the Eligibility and Qualifications of the Proposer
- Section 7 – Technical Proposal Form
- Section 8 – Financial Proposal Form
- Section 9 – Form for Proposal Security
- Section 10 – Form for Performance Security
- Section 11 – Instructions for Preparation and Submission of Proposals
- Section 12 – Contract for Professional Services, including General Terms and Conditions

Your offer, comprising of Eligibility Component, Technical and Financial Proposal, in separate sealed envelopes, should be submitted in accordance with Section 11.

You are kindly requested to submit an acknowledgement letter to UNDP to the following address:

United Nations Development Programme
Birlik Mahallesi, Katar Caddesi, No: 11, 06610
Çankaya, Ankara Turkey
Fax number: +90 312 496 14 63
tr.procurement@undp.org
Attention: Naz Özgüç Yurtvermez
Ref: UNDP-TUR-RFP-PROJ(EEI)-2016/11

The letter should be received by UNDP no later than **December 05, 2016**. The same letter should advise whether your company intends to submit a Proposal. If that is not the case, UNDP would appreciate your indicating the reason, for our records.

If you have received this RFP through a direct invitation by UNDP, transferring this invitation to another firm requires your written notification to UNDP of such transfer and the name of the company to whom the invitation was forwarded.

Should you require further clarifications, kindly communicate with the contact person identified in the attached Data Sheet as the focal point for queries on this RFP.

UNDP looks forward to receiving your Proposal and thanks you in advance for your interest in UNDP procurement opportunities.

Yours sincerely,



Usame Yalçın

Assistant Resident Representative (Operations)

UNDP TURKEY

SECTION 2. INSTRUCTION TO PROPOSERS¹

Definitions

- a) “*Contract*” refers to the agreement that will be signed by and between the UNDP and the successful proposer, all the attached documents thereto, including the General Terms and Conditions (GTC) and the Appendices.
- b) “*Country*” refers to the country indicated in the Data Sheet.
- c) “*Data Sheet*” refers to such part of the Instructions to Proposers used to reflect conditions of the tendering process that are specific for the requirements of the RFP.
- d) “*Day*” refers to calendar day.
- e) “*Government*” refers to the Government of the country that will be receiving the services provided/rendered specified under the Contract.
- f) “*Instructions to Proposers*” (Section 2 of the RFP) refers to the complete set of documents that provides Proposers with all information needed and procedures to be followed in the course of preparing their Proposals
- g) “*LOI*” (Section 1 of the RFP) refers to the Letter of Invitation sent by UNDP to Proposers.
- h) “*Material Deviation*” refers to any contents or characteristics of the proposal that is significantly different from an essential aspect or requirement of the RFP, and: (i) substantially alters the scope and quality of the requirements; (ii) limits the rights of UNDP and/or the obligations of the offeror; and (iii) adversely impacts the fairness and principles of the procurement process, such as those that compromise the competitive position of other offerors.
- i) “*Proposal*” refers to the Proposer’s response to the Request for Proposal, including the Proposal Submission Form, Technical and Financial Proposal and all other documentation attached thereto as required by the RFP.
- j) “*Proposer*” refers to any legal entity that may submit, or has submitted, a Proposal for the provision of services requested by UNDP through this RFP.
- k) “*RFP*” refers to the Request for Proposals consisting of instructions and references prepared by UNDP for purposes of selecting the best service provider to perform the services described in the Terms of Reference.
- l) “*Services*” refers to the entire scope of tasks and deliverables requested by UNDP under the RFP.
- m) “*Supplemental Information to the RFP*” refers to a written communication issued by UNDP to

¹ Note: this Section 2 - Instructions to Proposers shall not be modified in any way. Any necessary changes to address specific country and project information, shall be introduced only through the Data Sheet.

prospective Proposers containing clarifications, responses to queries received from prospective Proposers, or changes to be made in the RFP, at any time after the release of the RFP but before the deadline for the submission of Proposals.

- n) “*Terms of Reference*” (TOR) refers to the document included in this RFP as Section 4 which describes the objectives, scope of services, activities, tasks to be performed, respective responsibilities of the proposer, expected results and deliverables and other data pertinent to the performance of the range of duties and services expected of the successful proposer.

A. GENERAL

1. UNDP hereby solicits Proposals in response to this Request for Proposal (RFP). Proposers must strictly adhere to all the requirements of this RFP. No changes, substitutions or other alterations to the rules and provisions stipulated in this RFP may be made or assumed unless it is instructed or approved in writing by UNDP in the form of Supplemental Information to the RFP.
2. Submission of a Proposal shall be deemed as an acknowledgement by the Proposer that all obligations stipulated by this RFP will be met and, unless specified otherwise, the Proposer has read, understood and agreed to all the instructions in this RFP.
3. Any Proposal submitted will be regarded as an offer by the Proposer and does not constitute or imply the acceptance of any Proposal by UNDP. UNDP is under no obligation to award a contract to any Proposer as a result of this RFP.
4. UNDP implements a policy of zero tolerance on proscribed practices, including fraud, corruption, collusion, unethical practices, and obstruction. UNDP is committed to preventing, identifying and addressing all acts of fraud and corrupt practices against UNDP as well as third parties involved in UNDP activities. (See http://www.undp.org/content/dam/undp/library/corporate/Transparency/UNDP_Anti_Fraud_Policy_English_FINAL_june_2011.pdf and <http://www.undp.org/content/undp/en/home/operations/procurement/protestandsanctions/> for full description of the policies)
5. In responding to this RFP, UNDP requires all Proposers to conduct themselves in a professional, objective and impartial manner, and they must at all times hold UNDP’s interests’ paramount. Proposers must strictly avoid conflicts with other assignments or their own interests, and act without consideration for future work. All Proposers found to have a conflict of interest shall be disqualified. Without limitation on the generality of the above, Proposers, and any of their affiliates, shall be considered to have a conflict of interest with one or more parties in this solicitation process, if they:
 - 5.1 Are or have been associated in the past, with a firm or any of its affiliates which have been engaged UNDP to provide services for the preparation of the design, specifications, Terms of Reference, cost analysis/estimation, and other documents to be used for the procurement of the goods and services in this selection process;
 - 5.2 Were involved in the preparation and/or design of the programme/project related to the services requested under this RFP; or
 - 5.3 Are found to be in conflict for any other reason, as may be established by, or at the discretion of, UNDP.

In the event of any uncertainty in the interpretation of what is potentially a conflict of interest, proposers must disclose the condition to UNDP and seek UNDP's confirmation on whether or not such conflict exists.

6. Similarly, the Proposers must disclose in their proposal their knowledge of the following:
 - 6.1 That they are owners, part-owners, officers, directors, controlling shareholders, or they have key personnel who are family of UNDP staff involved in the procurement functions and/or the Government of the country or any Implementing Partner receiving services under this RFP; and
 - 6.2 All other circumstances that could potentially lead to actual or perceived conflict of interest, collusion or unfair competition practices.

Failure of such disclosure may result in the rejection of the proposal or proposals affected by the non-disclosure.

7. The eligibility of Proposers that are wholly or partly owned by the Government shall be subject to UNDP's further evaluation and review of various factors such as being registered as an independent entity, the extent of Government ownership/share, receipt of subsidies, mandate, access to information in relation to this RFP, and others that may lead to undue advantage against other Proposers, and the eventual rejection of the Proposal.
8. All Proposers must adhere to the UNDP Supplier Code of Conduct, which may be found at this link: http://www.un.org/depts/ptd/pdf/conduct_english.pdf

B. CONTENTS OF PROPOSAL

9. Sections of Proposal

Proposers are required to complete, sign and submit the following documents:

- 9.1 Proposal Submission Cover Letter Form (see RFP Section 5);
- 9.2 Documents Establishing the Eligibility and Qualifications of the Proposer (see RFP Section 6);
- 9.3 Technical Proposal (see prescribed form in RFP Section 7);
- 9.4 Financial Proposal (see prescribed form in RFP Section 8);
- 9.5 Proposal Security, if applicable (if required and as stated in the Data Sheet (DS nos. 9-11), see prescribed Form in RFP Section 9);
- 9.6 Any attachments and/or appendices to the Proposal.

10. Clarification of Proposal

- 10.1 Proposers may request clarifications of any of the RFP documents no later than the date indicated in the **Data Sheet** (DS no. 16) prior to the proposal submission date. Any request for clarification must be sent in writing via courier or through electronic means to the UNDP address indicated in the **Data Sheet** (DS no. 17). UNDP will respond in writing, transmitted by electronic means and will transmit copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Proposers who have provided confirmation of their intention to submit a Proposal.
- 10.2 UNDP shall endeavor to provide such responses to clarifications in an expeditious manner, but any delay in such response shall not cause an obligation on the part of UNDP to extend the submission date of the Proposals, unless UNDP deems that such an

extension is justified and necessary.

11. Amendment of Proposals

- 11.1 At any time prior to the deadline of Proposal submission, UNDP may for any reason, such as in response to a clarification requested by a Proposer, modify the RFP in the form of a Supplemental Information to the RFP. All prospective Proposers will be notified in writing of all changes/amendments and additional instructions through Supplemental Information to the RFP and through the method specified in the **Data Sheet** (DS No. 18).
- 11.2 In order to afford prospective Proposers reasonable time to consider the amendments in preparing their Proposals, UNDP may, at its discretion, extend the deadline for submission of Proposals, if the nature of the amendment to the RFP justifies such an extension.

C. PREPARATION OF PROPOSALS

12. Cost

The Proposer shall bear any and all costs related to the preparation and/or submission of the Proposal, regardless of whether its Proposal was selected or not. UNDP shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process.

13. Language

The Proposal, as well as any and all related correspondence exchanged by the Proposer and UNDP, shall be written in the language (s) specified in the **Data Sheet** (DS No 4). Any printed literature furnished by the Proposer written in a language other than the language indicated in the **Data Sheet**, must be accompanied by a translation in the preferred language indicated in the **Data Sheet**. For purposes of interpretation of the Proposal, and in the event of discrepancy or inconsistency in meaning, the version translated into the preferred language shall govern. Upon conclusion of a contract, the language of the contract shall govern the relationship between the contractor and UNDP.

14. Proposal Submission Form

The Proposer shall submit the Proposal Submission Form using the form provided in Section 5 of this RFP.

15. Technical Proposal Format and Content

Unless otherwise stated in the **Data Sheet** (DS no. 28), the Proposer shall structure the Technical Proposal as follows:

- 15.1 Expertise of Firm/Organization – this section should provide details regarding management structure of the organization, organizational capability/resources, and experience of organization/firm, the list of projects/contracts (both completed and on-going, both domestic and international) which are related or similar in nature to the requirements of the RFP, and proof of financial stability and adequacy of resources to complete the services required by the RFP (see RFP clause 18 and DS No. 26 for further details). The same shall apply to any other entity participating in the RFP as a Joint

Venture or Consortium.

- 15.2 Proposed Methodology, Approach and Implementation Plan – this section should demonstrate the Proposer’s response to the Terms of Reference by identifying the specific components proposed, how the requirements shall be addressed, as specified, point by point; providing a detailed description of the essential performance characteristics proposed; identifying the works/portions of the work that will be subcontracted; and demonstrating how the proposed methodology meets or exceeds the specifications, while ensuring appropriateness of the approach to the local conditions and the rest of the project operating environment. This methodology must be laid out in an implementation timetable that is within the duration of the contract as specified in the **Data Sheet** (DS nos. 29 and 30).

Proposers must be fully aware that the products or services that UNDP requires may be transferred, immediately or eventually, by UNDP to the Government partners, or to an entity nominated by the latter, in accordance with UNDP’s policies and procedures. All proposers are therefore required to submit the following in their proposals:

- a) A statement of whether any import or export licences are required in respect of the goods to be purchased or services to be rendered, including any restrictions in the country of origin, use or dual use nature of the goods or services, including any disposition to end users; and
- b) Confirmation that the Proposer has obtained license of this nature in the past, and have an expectation of obtaining all the necessary licenses, should their Proposal be rendered the most responsive.

- 15.3 Management Structure and Key Personnel – This section should include the comprehensive curriculum vitae (CVs) of key personnel that will be assigned to support the implementation of the proposed methodology, clearly defining the roles and responsibilities vis-à-vis the proposed methodology. CVs should establish competence and demonstrate qualifications in areas relevant to the TOR.

In complying with this section, the Proposer assures and confirms to UNDP that the personnel being nominated are available for the Contract on the dates proposed. If any of the key personnel later becomes unavailable, except for unavoidable reasons such as death or medical incapacity, among other possibilities, UNDP reserves the right to consider the proposal non-responsive. Any deliberate substitution arising from unavoidable reasons, including delay in the implementation of the project of programme through no fault of the Proposer shall be made only with UNDP’s acceptance of the justification for substitution, and UNDP’s approval of the qualification of the replacement who shall be either of equal or superior credentials as the one being replaced.

- 15.4 Where the **Data Sheet** requires the submission of the Proposal Security, the Proposal Security shall be included along with the Technical Proposal. The Proposal Security may be forfeited by UNDP, and reject the Proposal, in the event of any or any combination of the following conditions:

- a) If the Proposer withdraws its offer during the period of the Proposal Validity specified in the **Data Sheet** (DS no. 11), or;
- b) If the Proposal Security amount is found to be less than what is required by UNDP as indicated in the **Data Sheet** (DS no. 9), or;
- c) In the case the successful Proposer fails:

- i. to sign the Contract after UNDP has awarded it;
- ii. to comply with UNDP's variation of requirement, as per RFP clause 35; or
- iii. to furnish Performance Security, insurances, or other documents that UNDP may require as a condition to rendering the effectivity of the contract that may be awarded to the Proposer.

16. Financial Proposals

The Financial Proposal shall be prepared using the attached standard form (Section 8). It shall list all major cost components associated with the services, and the detailed breakdown of such costs. All outputs and activities described in the Technical Proposal must be priced separately on a one-to-one correspondence. Any output and activities described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, as well as in the final total price.

17. Currencies

All prices shall be quoted in the currency indicated in the **Data Sheet** (DS no. 15). However, where Proposals are quoted in different currencies, for the purposes of comparison of all Proposals:

- a) UNDP will convert the currency quoted in the Proposal into the UNDP preferred currency, in accordance with the prevailing UN operational rate of exchange on the last day of submission of Proposals; and
- b) In the event that the proposal found to be the most responsive to the RFP requirement is quoted in another currency different from the preferred currency as per **Data Sheet** (DS no. 15), then UNDP shall reserve the right to award the contract in the currency of UNDP's preference, using the conversion method specified above.

Proposals submitted by two (2) or more Proposers shall all be rejected if they are found to have any of the following:

- a) they have at least one controlling partner, director or shareholder in common; or
- b) any one of them receive or have received any direct or indirect subsidy from the other/s; or
- c) they have the same legal representative for purposes of this RFP; or
- d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about, or influence on the Proposal of, another Proposer regarding this RFP process;
- e) they are subcontractors to each other's Proposal, or a subcontractor to one Proposal also submits another Proposal under its name as lead Proposer; or
- f) an expert proposed to be in the team of one Proposer participates in more than one Proposal received for this RFP process. This condition does not apply to subcontractors being included in more than one Proposal.

18. Documents Establishing the Eligibility and Qualifications of the Proposer

The Proposer shall furnish documentary evidence of its status as an eligible and qualified vendor, using the forms provided under Section 6, Proposer Information Forms. In order to award a contract to a Proposer, its qualifications must be documented to UNDP's satisfaction. These include, but are not limited to, the following:

- a) That, in the case of a Proposer offering to supply goods under the Contract which the Proposer did not manufacture or otherwise produce, the Proposer has been duly authorized by the goods' manufacturer or producer to supply the goods in the country of final destination;
- b) That the Proposer has the financial, technical, and production capability necessary to perform the Contract; and
- c) That, to the best of the Proposer's knowledge, it is not included in the UN 1267/1989 List or the UN Ineligibility List, nor in any and all of UNDP's list of suspended and removed vendors.

19. Joint Venture, Consortium or Association

If the Proposer is a group of legal entities that will form or have formed a joint venture, consortium or association at the time of the submission of the Proposal, they shall confirm in their Proposal that : (i) they have designated one party to act as a lead entity, duly vested with authority to legally bind the members of the joint venture jointly and severally, and this shall be duly evidenced by a duly notarized Agreement among the legal entities, which shall be submitted along with the Proposal; and (ii) if they are awarded the contract, the contract shall be entered into, by and between UNDP and the designated lead entity, who shall be acting for and on behalf of all the member entities comprising the joint venture.

After the Proposal has been submitted to UNDP, the lead entity identified to represent the joint venture shall not be altered without the prior written consent of UNDP. Furthermore, neither the lead entity nor the member entities of the joint venture can:

- a) Submit another proposal, either in its own capacity; nor
- b) As a lead entity or a member entity for another joint venture submitting another Proposal.

The description of the organization of the joint venture/consortium/association must clearly define the expected role of each of the entity in the joint venture in delivering the requirements of the RFP, both in the Proposal and the Joint Venture Agreement. All entities that comprise the joint venture shall be subject to the eligibility and qualification assessment by UNDP.

Where a joint venture is presenting its track record and experience in a similar undertaking as those required in the RFP, it should present such information in the following manner:

- a) Those that were undertaken together by the joint venture; and
- b) Those that were undertaken by the individual entities of the joint venture expected to be involved in the performance of the services defined in the RFP.

Previous contracts completed by individual experts working privately but who are permanently or were temporarily associated with any of the member firms cannot be claimed as the experience of the joint venture or those of its members, but should only be claimed by the individual experts themselves in their presentation of their individual credentials.

If a joint venture's Proposal is determined by UNDP as the most responsive Proposal that offers the best value for money, UNDP shall award the contract to the joint venture, in the name of its designated lead entity. The lead entity shall sign the contract for and on behalf of all other member entities.

20. Alternative Proposals

Unless otherwise specified in the **Data Sheet** (DS nos. 5 and 6), alternative proposals shall not be considered. Where the conditions for its acceptance are met, or justifications are clearly established, UNDP reserves the right to award a contract based on an alternative proposal.

21. Validity Period

Proposals shall remain valid for the period specified in the **Data Sheet** (DS no. 8), commencing on the submission deadline date also indicated in the **Data Sheet** (DS no. 21). A Proposal valid for a shorter period shall be immediately rejected by UNDP and rendered non-responsive.

In exceptional circumstances, prior to the expiration of the proposal validity period, UNDP may request Proposers to extend the period of validity of their Proposals. The request and the responses shall be made in writing, and shall be considered integral to the Proposal.

22. Proposer's Conference

When appropriate, a proposer's conference will be conducted at the date, time and location specified in the **Data Sheet** (DS no. 7). All Proposers are encouraged to attend. Non-attendance, however, shall not result in disqualification of an interested Proposer. Minutes of the proposer's conference will be either posted on the UNDP website, or disseminated to the individual firms who have registered or expressed interest with the contract, whether or not they attended the conference. No verbal statement made during the conference shall modify the terms and conditions of the RFP unless such statement is specifically written in the Minutes of the Conference, or issued/posted as an amendment in the form of a Supplemental Information to the RFP.

D. SUBMISSION AND OPENING OF PROPOSALS

23. Submission

- 23.1 The Financial Proposal and the Technical Proposal Envelopes MUST BE COMPLETELY SEPARATE and each of them must be submitted sealed individually and clearly marked on the outside as either "TECHNICAL PROPOSAL" or "FINANCIAL PROPOSAL", as appropriate. Each envelope MUST clearly indicate the name of the Proposer. The outer envelopes shall bear the address of UNDP as specified in the **Data Sheet** (DS no.20) and shall include the Proposer's name and address, as well as a warning that state "*not to be opened before the time and date for proposal opening*" as specified in the **Data Sheet** (DS no. 24). The Proposer shall assume the responsibility for the misplacement or premature opening of Proposals due to improper sealing and labeling by the Proposer.
- 23.2 Proposers must submit their Proposals in the manner specified in the Data Sheet (DS nos. 22 and 23). When the Proposals are expected to be in transit for more than 24 hours, the Proposer must ensure that sufficient lead time has been provided in order to comply with UNDP's deadline for submission. UNDP shall indicate for its record that the official date and time of receiving the Proposal is the actual date and time when the said Proposal has physically arrived at the UNDP premises indicated in the Data Sheet (DS no. 20).
- 23.3 Proposers submitting Proposals by mail or by hand shall enclose the original and each copy of the Proposal, in separate sealed envelopes, duly marking each of the envelopes as "Original Proposal" and "Copy of Proposal" as appropriate. The 2 envelopes shall

then be sealed in an outer envelope. The number of copies required shall be as specified in the Data Sheet (DS No. 19). In the event of any discrepancy between the contents of the "Original Proposal" and the "Copy of Proposal", the contents of the original shall govern. The original version of the Proposal shall be signed or initialed by the Proposer or person(s) duly authorized to commit the Proposer on every page. The authorization shall be communicated through a document evidencing such authorization issued by the highest official of the firm, or a Power of Attorney, accompanying the Proposal.

- 23.4 Proposers must be aware that the mere act of submission of a Proposal, in and of itself, implies that the Proposer accepts the General Contract Terms and Conditions of UNDP as attached hereto as Section 12.

24. Deadline for Submission of Proposals and Late Proposals

Proposals must be received by UNDP at the address and no later than the date and time specified in the **Data Sheet** (DS nos. 20 and 21).

UNDP shall not consider any Proposal that arrives after the deadline for submission of Proposals. Any Proposal received by UNDP after the deadline for submission of Proposals shall be declared late, rejected, and returned unopened to the Proposer.

25. Withdrawal, Substitution, and Modification of Proposals

- 25.1 Proposers are expected to have sole responsibility for taking steps to carefully examine in detail the full consistency of its Proposals to the requirements of the RFP, keeping in mind that material deficiencies in providing information requested by UNDP, or lack clarity in the description of services to be provided, may result in the rejection of the Proposal. The Proposer shall assume the responsibility regarding erroneous interpretations or conclusions made by the Proposer in the course of understanding the RFP out of the set of information furnished by UNDP.
- 25.2 A Proposer may withdraw, substitute or modify its Proposal after it has been submitted by sending a written notice in accordance with Clause 23.1, duly signed by an authorized representative, and shall include a copy of the authorization (or a Power of Attorney). The corresponding substitution or modification of the Proposal must accompany the respective written notice. All notices must be received by UNDP prior to the deadline for submission and submitted in accordance with RFP Clause 23.1 (except that withdrawal notices do not require copies). The respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," or "MODIFICATION".
- 25.3 Proposals requested to be withdrawn shall be returned unopened to the Proposers.
- 25.4 No Proposal may be withdrawn, substituted, or modified in the interval between the deadline for submission of Proposals and the expiration of the period of proposal validity specified by the Proposer on the Proposal Submission Form or any extension thereof.

26. Proposal Opening

UNDP will open the Proposals in the presence of an ad-hoc committee formed by UNDP of at least two (2) members. If electronic submission is permitted, any specific electronic proposal opening procedures shall be as specified in the **Data Sheet** (DS no. 23).

The Proposers' names, modifications, withdrawals, the condition of the envelope labels/seals, the number of folders/files and all other such other details as UNDP may consider appropriate, will be announced at the opening. No Proposal shall be rejected at the opening stage, except for late submission, for which the Proposal shall be returned unopened to the Proposer.

27. Confidentiality

Information relating to the examination, evaluation, and comparison of Proposals, and the recommendation of contract award, shall not be disclosed to Proposers or any other persons not officially concerned with such process, even after publication of the contract award.

Any effort by a Proposer to influence UNDP in the examination, evaluation and comparison of the Proposals or contract award decisions may, at UNDP's decision, result in the rejection of its Proposal.

In the event that a Proposer is unsuccessful, the Proposer may seek a meeting with UNDP for a debriefing. The purpose of the debriefing is discussing the strengths and weaknesses of the Proposer's submission, in order to assist the Proposer in improving the proposals presented to UNDP. The content of other proposals and how they compare to the Proposer's submission shall not be discussed.

E. EVALUATION OF PROPOSALS

28. Preliminary Examination of Proposals

UNDP shall examine the Proposals to determine whether they are complete with respect to minimum documentary requirements, whether the documents have been properly signed, whether or not the Proposer is in the UN Security Council 1267/1989 Committee's list of terrorists and terrorist financiers, and in UNDP's list of suspended and removed vendors, and whether the Proposals are generally in order, among other indicators that may be used at this stage. UNDP may reject any Proposal at this stage.

29. Evaluation of Proposals

- 29.1 UNDP shall examine the Proposal to confirm that all terms and conditions under the UNDP General Terms and Conditions and Special Conditions have been accepted by the Proposer without any deviation or reservation.
- 29.2 The evaluation team shall review and evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and other documentation provided, applying the evaluation criteria, sub-criteria, and point system specified in the Data Sheet (DS no. 32). Each responsive Proposal will be given a technical score. A Proposal shall be rendered non-responsive at this stage if it does not substantially respond to the RFP particularly the demands of the Terms of Reference, which also means that it fails to achieve the minimum technical score indicated in the Data Sheet (DS no. 25). Absolutely no changes may be made by UNDP in the criteria, sub-criteria and point system indicated in the Data Sheet (DS no. 32) after all Proposals have been received.
- 29.3 In the second stage, only the Financial Proposals of those Proposers who achieve the minimum technical score will be opened for evaluation for comparison and review. The Financial Proposal Envelopes corresponding to Proposals that did not meet the

minimum passing technical score shall be returned to the Proposer unopened. The overall evaluation score will be based either on a combination of the technical score and the financial offer, or the lowest evaluated financial proposal of the technically qualified Proposers. The evaluation method that applies for this RFP shall be as indicated in the Data Sheet (DS No. 25).

When the Data Sheet specifies a combined scoring method, the formula for the rating of the Proposals will be as follows:

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

29.4 UNDP reserves the right to undertake a post-qualification exercise aimed at determining, to its satisfaction the validity of the information provided by the Proposer. Such post-qualification shall be fully documented and, among those that may be listed in the Data Sheet (DS No.33), may include, but need not be limited to, all or any combination of the following:

- Verification of accuracy, correctness and authenticity of information provided by the Proposer on the legal, technical and financial documents submitted;
- Validation of extent of compliance to the RFP requirements and evaluation criteria based on what has so far been found by the evaluation team;
- Inquiry and reference checking with Government entities with jurisdiction on the Proposer, or any other entity that may have done business with the Proposer;
- Inquiry and reference checking with other previous clients on the quality of performance on ongoing or previous contracts completed;
- Physical inspection of the Proposer's offices, branches or other places where business transpires, with or without notice to the Proposer;
- Quality assessment of ongoing and completed outputs, works and activities similar to the requirements of UNDP, where available; and

- Other means that UNDP may deem appropriate, at any stage within the selection process, prior to awarding the contract.

30. Clarification of Proposals

To assist in the examination, evaluation and comparison of Proposals, UNDP may, at its discretion, ask any Proposer for a clarification of its Proposal.

UNDP's request for clarification and the response shall be in writing. Notwithstanding the written communication, no change in the prices or substance of the Proposal shall be sought, offered, or permitted, except to provide clarification, and confirm the correction of any arithmetic errors discovered by UNDP in the evaluation of the Proposals, in accordance with RFP Clause 32.

Any unsolicited clarification submitted by a Proposer in respect to its Proposal, which is not a response to a request by UNDP, shall not be considered during the review and evaluation of the Proposals.

31. Responsiveness of Proposal

UNDP's determination of a Proposal's responsiveness will be based on the contents of the Proposal itself.

A substantially responsive Proposal is one that conforms to all the terms, conditions, TOR and other requirements of the RFP without material deviation, reservation, or omission.

If a Proposal is not substantially responsive, it shall be rejected by UNDP and may not subsequently be made responsive by the Proposer by correction of the material deviation, reservation, or omission.

32. Nonconformities, Repairable Errors and Omissions

Provided that a Proposal is substantially responsive, UNDP may waive any non-conformities or omissions in the Proposal that, in the opinion of UNDP, do not constitute a material deviation.

Provided that a Proposal is substantially responsive, UNDP may request the Proposer to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Proposal related to documentation requirements. Such omission shall not be related to any aspect of the price of the Proposal. Failure of the Proposer to comply with the request may result in the rejection of its Proposal.

Provided that the Proposal is substantially responsive, UNDP shall correct arithmetical errors as follows:

- a. if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of UNDP there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;
- b. if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- c. if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case

the amount in figures shall prevail subject to the above.

If the Proposer does not accept the correction of errors made by UNDP, its Proposal shall be rejected.

F. AWARD OF CONTRACT

33. Right to Accept, Reject, or Render Non-Responsive Any or All Proposals

UNDP reserves the right to accept or reject any Proposal, to render any or all of the Proposals as non-responsive, and to reject all Proposals at any time prior to award of contract, without incurring any liability, or obligation to inform the affected Proposer(s) of the grounds for UNDP's action. Furthermore, UNDP shall not be obliged to award the contract to the lowest price offer.

UNDP shall also verify, and immediately reject their respective Proposal, if the Proposers are found to appear in the UN's Consolidated List of Individuals and Entities with Association to Terrorist Organizations, in the List of Vendors Suspended or Removed from the UN Secretariat Procurement Division Vendor Roster, the UN Ineligibility List, and other such lists that as may be established or recognized by UNDP policy on Vendor Sanctions. (See <http://www.undp.org/content/undp/en/home/operations/procurement/protestandsanctions/> for details)

34. Award Criteria

Prior to expiration of the period of proposal validity, UNDP shall award the contract to the qualified Proposer with the highest total score based on the evaluation method indicated in the **Data Sheet** (DS nos. 25 and 32).

35. Right to Vary Requirements at the Time of Award

At the time of award of Contract, UNDP reserves the right to vary 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.

36. Contract Signature

Within fifteen (15) days from the date of receipt of the Contract, the successful Proposer shall sign and date the Contract and return it to UNDP.

Failure of the successful Proposer to comply with the requirement of RFP Clause 35 and this provision shall constitute sufficient grounds for the annulment of the award, and forfeiture of the Proposal Security if any, and on which event, UNDP may award the Contract to the Proposer with the second highest rated Proposal, or call for new Proposals.

37. Performance Security

A performance security, if required, shall be provided in the amount and form provided in Section 9 and by the deadline indicated in the **Data Sheet** (DS no. 14), as applicable. Where a Performance Security will be required, the submission of the said document, and the confirmation of its acceptance by UNDP, shall be a condition for the effectivity of the Contract that will be signed by and between the successful Proposer and UNDP.

38. Bank Guarantee for Advanced Payment

Except when the interests of UNDP so require, it is the UNDP's preference to make no advanced payment(s) on contracts (i.e., payments without having received any outputs). In the event that the Proposer requires an advanced payment upon contract signature, and if such request is duly accepted by UNDP, and the said advanced payment exceeds 20% of the total proposal price, or exceed the amount of USD 30,000, UNDP shall require the Proposer to submit a Bank Guarantee in the same amount as the advanced payment. A bank guarantee for advanced payment shall be furnished in the form provided in Section 10.

39. Vendor Protest

UNDP's vendor protest procedure provides an opportunity for appeal to those persons or firms not awarded a purchase order or contract through a competitive procurement process. In the event that a Proposer believes that it was not treated fairly, the following link provides further details regarding UNDP vendor protest procedures:

<http://www.undp.org/content/undp/en/home/operations/procurement/protestandsanctions/>

Instructions to Proposers**DATA SHEET**

The following data for the services to be procured shall complement, supplement, or amend the provisions in the Instructions to Proposers. In the case of a conflict between the Instructions to Proposers, the Data Sheet, and other annexes or references attached to the Data Sheet, the provisions in the Data Sheet shall govern.

DS No.	Cross Ref. to Instructions	Data	Specific Instructions / Requirements
1		Project Title:	PIMS 4113: Improving Energy Efficiency in Industry in Turkey
2		Title of Services/Work:	Software Development for Web Based Energy Efficiency Portal
3		Country / Region of Work Location:	Ankara / Turkey
4	C.13	Language of the Proposal:	English
5	C.20	Conditions for Submitting Proposals for Parts or Sub-parts of the TOR	Not allowed
6	C.20	Conditions for Submitting Alternative Proposals	Shall not be considered
7	C.22	A Pre-Proposal Conference Will Be Held on:	N/A
8	C.21	Period of Proposal Validity Commencing on the Submission Date	120 days
9	B.9.5 C.15.4 b)	Proposal Security	Required at an amount of US\$12.000 as per the template provided in Section 9.
10	B.9.5	Acceptable Forms of Proposal Security ²	Bank Guarantee (See Section 9 for template)
11	B.9.5 C.15.4	Validity of Proposal Security	150 days from the last day of Proposal submission.

² Surety bonds or other instruments issued by non-bank Financial Institutions are least preferred by UNDP. Unless stated otherwise, they shall be considered unacceptable to UNDP.

	a)		Proposal Security of unsuccessful Proposers shall be returned.
12		Advanced Payment upon Signing of Contract	Not allowed
13		Liquidated Damages	<p>For services which are not provided by the Contractor in full compliance with the ToR in terms of quality, timeliness, price, etc. and which therefore are not accepted by UNDP;</p> <p>UNDP reserves the right to proceed with any one or all of the below actions:</p> <p>1-Procure the subject services from another party at a price comparable to market rates; 2-Request and receive payment of the service price billed by the other party, from the Contractor. 3- Impose a penalty of up to 10% of the total price of the subject service, stated in the contract.</p>
14	F.37	Performance Security	<p>Required (will be requested from the successful Contractor at the time of contract)</p> <p>Amount: 10% (ten per cent) of the contract amount</p> <p>Form: Section 10 – Form for Performance Security</p>
15	C.17, C.17 b)	Preferred Currency of Proposal and Method for Currency Conversion	United States Dollars (US\$)
16	B.10.1	Deadline for Submitting Requests for Clarifications/ Questions	7 days before the deadline for submission of proposals
17	B.10.1	Contact Details for Submitting Clarifications/Questions ³	<p>Focal Person in UNDP: Naz Özgüç Yurtvermez, Portfolio Administrator Address: United Nations Development Programme Birlik Mahallesi, Katar Caddesi, No: 11, 06610 Çankaya, Ankara – Turkey</p> <p>Fax No.: +90 312 496 1463 E-mail address dedicated for this purpose: tr.procurement@undp.org</p>
18	B.11.1	Manner of Disseminating Supplemental Information to the RFP and	Direct communication to prospective Proposers who submit an Acknowledgement Letter by e-mail or fax, and posting on the websites ⁴ :

³ This contact person and address is officially designated by UNDP. If inquiries are sent to other person/s or address/es, even if they are UNDP staff, UNDP shall have no obligation to respond nor can UNDP confirm that the query was officially received.

⁴ Posting on the website shall be supplemented by directly transmitting the communication to the prospective Proposers.

		Responses/Clarifications to Queries	1-www.tr.undp.org 2-www.ungm.org 3-www.undp.org
19	D.23.3	No. of Copies of Proposal That Must Be Submitted	Original : 1 Copies: Only one soft copy (in pdf format) of Technical Proposal shall be submitted in USB. (please do not include Financial Proposals)
20	D.23.1 D.23.2 D.24	Proposal Submission Address	Ref: UNDP-TUR-RFP-PROJ(EEI)-2016/11 Attention: Naz Özgüç Yurtvermez, Portfolio Administrator Address: United Nations Development Programme (UNDP) Turkey, Birlik Mah. Katar Caddesi No: 11, 06610, Çankaya Ankara-Turkey
21	C.21 D.24	Deadline for Physical Delivery of the Proposals to UN House in Ankara	Date: December 23, 2016 Time: 17:30 (COB)
22	D.23.2	Allowable Manner of Submitting Proposals	Courier/Hand Delivery
23	D.23.2 D.26	Conditions and Procedures for Electronic Submission and Opening, If Allowed	Electronic submission of proposals is not allowed.
24	D.23.1	Date, Time and Venue for Opening of Proposals	Date : January 2017 Venue: UN House, Ankara-Turkey
25	E.29.2 E.29.3 F.34	Evaluation Method to Be Used in Selecting the Most Responsive Proposal	<p>The evaluation shall be made on the basis of the following, as detailed in Section 3 of this RFP:</p> <ol style="list-style-type: none"> 1. Meeting all (each and every one of) PASS/FAIL CRITERIA. 2. Combined Scoring Method for the Proposers who have met all PASS/FAIL CRITERIA and SUBCRITERIA, using the 70%-30% distributions for Technical and Financial Proposals, respectively. <p>For a Proposer to be determined as “technically qualified”, that Proposer should secure at least 70% of total maximum attainable technical scores.</p> <p>At the end of the above described evaluation process, the technically qualified Proposers shall be identified and ranked according to their combined scores (technical+financial). The Proposer which secures the highest combined score shall be considered for contract award.</p>
26	C.15.1	Required Documents That Must Be Submitted to Establish Eligibility of Proposers.	<input type="checkbox"/> Proposal Security (Bank Guarantee) at an amount of US\$12.000 as per the template provided in Section 9.

		<p>Failure to submit the requested documents along with the proposals shall lead to automatic disqualification of a proposer and his proposal will not be subjected to any further evaluation.</p>	<p><input type="checkbox"/> At least two (2) Statement of Satisfactory Performance / reference letters signed by the top clients in terms of Contract Value in the past 5 years for the <u>similar assignments</u> (2012, 2013, 2014, 2015, 2016). Documents without stamp and signature of the clients or any alternative documents (such as contract copies, etc.) that do not represent any information regarding the performance of the Proposer will not be considered.</p> <p><input type="checkbox"/> Financial statements (certified by independent auditors/public accountants) reflecting company' financial turnover (average 300,000 USD as min. requirement) and financial situation for the last three years (2013, 2014, 2015).</p> <p><input type="checkbox"/> If Joint Venture – copy of the Memorandum of Understanding/Agreement or Letter of Intent to form a JV, or Registration of JV/Consortium, if registered.</p> <p><input type="checkbox"/> Commitment for Liaison Office or existing address in Ankara.</p> <p><u>Similar Assignments Refer to:</u></p> <ul style="list-style-type: none"> • Web-based implementation of a user-friendly and client server software including complex mathematical functions and algorithms successfully completed in the public or private sector. • Implementation of energy-related algorithms (e.g. thermal systems, renewable energy systems, energy storage, exergy, energy, CO2 emission calculations, etc.) and/or economic analysis, additional points may be obtained during the evaluation of proposals.
27		Other Documents That May Be Submitted to Establish Eligibility	N/A
28	C.15	Structure of the Technical Proposal	Please refer to Section 7.
29	C.15.2	Latest Expected Date for Commencement of Contract	January 2017
30	C.15.2	Expected Duration of Contract (Target Commencement Date and Completion Date)	January 2017-August 2017. (Please refer to Section E of the ToR)
31		UNDP Will Award the Contract to:	One Proposer only
32	E.29.2 F.34	Criteria for the Award of Contract and Evaluation of Proposals	The overall evaluation score will be based on a combination of the technical score and the financial offer. The eligible Proposer who secures the highest cumulative score will be considered for the award of contract.

			<p>The weight of the Technical Proposal is 70% and the weight of the Financial Proposal is 30%. Please refer to Technical Evaluation Grid provided in Section 3.</p> <p>The “Grand Total” amount to be quoted by the Proposers in Section 3 shall be the basis of Financial Evaluation.</p>
33	E.29.4	Post-Qualification Actions	N/A
34		Conditions for Determining Contract Effectivity	Upon submission of the performance security and signature of the contract by both parties
35		Payment	<p>The payments will be made on lump sum basis for the respective deliverables upon submission of the deliverable by the Contractor in full compliance with the TOR and acceptance by UNDP as indicated in Price Schedule given in Section 8.</p> <p><u>The Contractor shall be entitled to receive its payments as per the respective percentages in the Price Schedule-Table 8.1, irrespective of time and human resources invested in any deliverable.</u></p> <p>In order for a deliverable to be accepted by UNDP, all relevant tasks listed in the TOR must be completed by the Contractor.</p> <p>In case of non-acceptance by UNDP of a deliverable (due to incompliance with the TOR), the Contractor shall not be entitled to receive any amount from UNDP even if it invests time and human resources.</p> <p>The Contractor(s) based in Turkey shall be paid in TL through conversion of the US\$ amount by the official UN exchange rate valid on the date of money transfer. The Contractors based in another country shall be paid in USD.</p>
36		Taxation	<p>UN and its subsidiary organs are exempt from all taxes. Therefore, Proposers shall prepare their Financial Proposals, excluding VAT.</p> <p>It is the Proposer’s responsibility to learn from relevant authorities (Ministry of Finance) and/or to review/confirm published procedures and to consult with a certified financial consultant as needed, to confirm the scope and procedures of VAT exemption application as per VAT Law and Ministry of Finance’s Communiqués.</p>
37		Required Documents That <u>should be</u> Submitted to Establish qualification of Proposers.	<p><input type="checkbox"/> Section 7 and 8 of the RFP is fully completed, and signed by the Proposer.</p> <p><input type="checkbox"/> Certificate of Registration of the business which evidences that the bidder has been legally established before the year 2013 including Articles of Incorporation, that demonstrates the year of</p>

		<p>Failure to submit any one of these documents may lead to disqualification of the proposer(s).</p> <p>UNDP reserves the right to request original or notarized copies of the listed documents at any phase during the evaluation process.</p>	<p>establishment of the business, articles of association, shareholders etc. (In Turkey, this corresponds to the Trade Registry Gazette if the business as updated/revised its articles of association and/or the shareholders, the trade registry gazette(s) that demonstrate(s) the most updated information on these matters should be provided as well).</p> <ul style="list-style-type: none"> <input type="checkbox"/> Any official document that demonstrates that the Proposer is operational at the time of the submission of the Proposal (Proposers registered in Turkey shall submit the document obtained from Chamber of Commerce). <input type="checkbox"/> Power of Attorney (required in case the Proposal signed by a person who is not clearly identified as the authorized representative of the Proposer in the Certificate of Registration document). <input type="checkbox"/> Official Letter of Appointment (required if the Proposal is signed by another person who is not indicated in the registration document or power of attorney). <input type="checkbox"/> Tax Registration/Payment certificate issued by the Internal Revenue Authority evidencing that the Proposer is updated with its tax payment obligations, or certificate of tax exemption, if any such privilege is enjoyed by the Proposer.
38		Other Information Related to the RFP	<p>1- Joint Ventures are eligible to submit Proposals.</p> <p>2- Please refer to Section 11- Instructions for preparation and submission of proposals.</p>

SECTION 3.EVALUATION METHODOLOGY FOR PROPOSALS

3.1. PASS/FAIL ELIGIBILITY CRITERIA (PROPOSERS MUST SATISFY ALL 5 CRITERIA BELOW)

#	Pass/Fail Eligibility Criteria	Pass	Fail
1	Proposal Security (Bank Guarantee) at an amount of US\$12.000 as per the template provided in Section 9.		
2	At least two (2) Statement of Satisfactory Performance / reference letters signed by the top clients in terms of Contract Value in the past 5 years for the similar assignments (2012, 2013, 2014, 2015, 2016). Documents without signature of the clients or any replacement documents (such as contract copies, etc.) that does not represent any information regarding the performance of the Proposer will not be considered.		
3	Financial statements (certified by independent auditors/public accountants) reflecting company' financial turnover (average 300,000 USD as min. requirement) and financial situation for the last three years (2013, 2014, 2015).		
4	If Joint Venture, Memorandum of Understanding/Agreement or Letter of Intent to form a JV, or Registration of JV, if registered.		
5	Commitment for Liaison Office or address in Ankara.		

Failure to meet any one of the above pass/fail eligibility criteria shall lead to automatic disqualification of a proposer and his proposal will not be subjected to any further evaluation.

3.2. ADMINISTRATIVE CRITERIA

#	Administrative Criteria	Pass	Fail
1	Section 7 and Section 8 are fully completed, stamped and signed by the authorized representative of the Proposer without any reservations.		
2	Certificate of Registration of the business which evidences that the bidder has been legally established before the year 2013 including Articles of Incorporation, that demonstrates the year of establishment of the business, articles of association, shareholders etc. (In Turkey, this corresponds to the Trade Registry Gazette if the business as updated/revised its articles of association and/or the shareholders, the trade registry gazette(s) that demonstrate(s) the most updated information on these matters should be provided as well).		
3	Any official document demonstrates that the Proposer is operational at the time of the submission of the Proposal (Proposers registered in Turkey shall submit the document obtained from Chamber of Commerce).		
4	Power of Attorney (required in case the proposal signed by a person who is not clearly identified as the authorized presentative of the Proposer in the Certificate of Registration document).		
5	Official Letter of Appointment (required if the proposal is signed by another person who is not indicated in the registration document or power of attorney).		
6	Tax Registration/Payment certificate issued by the Internal Revenue Authority evidencing that the Proposer is updated with its tax payment obligations, or certificate of tax exemption, if any such privilege is enjoyed by the Proposer.		

3.3. TECHNICAL EVALUATION GRID

Summary of Technical Proposal Evaluation Forms		Score Weight	Points Obtainable
1.	Expertise of Firm / Organization	30%	300
2.	Proposed Methodology, Approach and Implementation Plan	30%	300
3.	Management Structure and Key Personnel	40%	400
TOTAL			1000
Technical Proposal Evaluation Form 1		Sub Score	Points obtainable
Expertise of the Firm/Organization			
1.1	Organizational Capacity		75
1.1.1	General experience: - Experience in consultancy business (Max. 15 Points) - Experience in conduct of information and communication technologies needs analysis for a public entity. (Max. 15 Points) - Working experience in the field of energy (preferably under an internationally funded project) (Max. 20 Points)	Max. 50	
1.1.2	- Financial strength: Financial indicators* of the Proposer (If a Joint Venture, lead of JV will be scored) *Annual Turnover - ATO ≥ US\$750.000 (25 pts.) - US\$750.000 > ATO ≥ US\$500.000 (20 pts.) - US\$500.000 > ATO ≥ US\$300.000 (average 300,000 USD as min. requirement - 17,5 Points) (Reflecting company' financial turnover for the last three years (2013, 2014, 2015))	Max. 25	
1.2	Relevance		225
1.2.1	Experience on similar programme/projects: - Experience in identifying of new hardware and software needs, preparation of procurement documents and supervision for installation for a public entity/international organization. (Max. 100 Points) - Experience in developing Management Information System (MIS), Corporate Resource Management (CRM) applications, etc. (Max. 100 Points)	Max. 200	
1.2.2	Experience in projects conducted in the region/country (Turkey)	Max. 25	
			300
Technical Proposal Evaluation Form 2		Sub Score	Points Obtainable
Proposed Methodology, Approach and Implementation Plan			
2.1	Proposed Methodology and Approach		150
2.1.1	Level of compliance of the Proposer's description of the scope of the work	Max. 50	
2.1.2	The strength and applicability of the technical methodology and approach, proposed by the Proposer	Max. 50	

2.1.3	Quality assurance and risks, identified by the Proposer, along with proposed risk mitigation strategies and measures	Max. 50	
2.2	<i>Implementation Plan</i>		150
2.2.1	Work flow is clear (step-by-step) and is in line with the ToR	Max. 50	
2.2.2	Milestones clearly identified, as per ToR	Max. 50	
2.2.3	Time plan is realistic and achievable, and is in line with the ToR	Max. 50	
TOTAL PART 2			300
Technical Proposal Evaluation Form 3		Sub Score	Points Obtainable
Personnel			
3.1	<i>Proposed Team Structure</i>		100
3.1.1	Resource Schedule (HR)	Max. 75	
3.1.2	Existing contractual status of the proposed personnel	Max. 25	
3.2	<i>Key Personnel</i> ⁵		300
3.2.1	Key Personnel-1 (<i>Software Project Manager</i>)	Max. 75	
	- General Qualification (Minimum requirement 15 Points; Assets max. 5 points)		
	- Professional Experience (Minimum requirement 15 Points; Assets max. 5 points)		
	- Specific Experience (Minimum requirement 25 Points; Assets max. 10 points)		
3.2.2	Key Personnel-2 (<i>Energy Efficiency Expert</i>)	Max. 75	
	- General Qualification (Minimum requirement 15 Points; Assets max. 5 points)		
	- Professional Experience (Minimum requirement 15 Points; Assets max. 5 points)		
	- Specific Experience (Minimum requirement 25 Points; Assets max. 10 points)		
3.2.3	Key Personnel-3 (<i>Data Analysis Expert</i>)	Max. 75	
	- General Qualification (Minimum requirement 15 Points; Assets max. 5 points)		
	- Professional Experience (Minimum requirement 15 Points; Assets max. 5 points)		
	- Specific Experience (Minimum requirement 25 Points; Assets max. 10 points)		
3.2.4	Key Personnel-4 (<i>Software Architect</i>)	Max. 75	
	- General Qualification (Minimum requirement 15 Points; Assets max. 5 points)		
	- Professional Experience (Minimum requirement 15 Points; Assets max. 5 points)		
	- Specific Experience (Minimum requirement 25 Points; Assets max. 10 points)		
TOTAL PART 3			400

⁵ In the event that qualifications of a key personnel to be proposed by the Proposers do not meet one of the relevant minimum requirements, the Proposer shall secure zero (0) point out of 300 points in Personnel Section.

SECTION 4. TERMS OF REFERENCE (TOR)

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A. PROJECT TITLE: IMPROVING ENERGY EFFICIENCY IN INDUSTRY IN TURKEY

B. PROJECT DESCRIPTION

B.1. Background

Turkey made significant progress in setting up the legislative framework to promote energy efficiency, including the 2007 Energy Efficiency Law, the 2012 National Energy Efficiency Strategy, and secondary legislation. Based on this framework, priorities have been given to improve energy efficiency in industry. However, the dissemination of the efforts and outputs of EE deeply needs concerted efforts covering all industries, including small and medium-sized enterprises (SMEs) that form the bulk of industrial enterprises in Turkey. Various policy, capacity, technology and financing barriers still stand in the way of the widespread adoption of energy-efficient processes and technologies.

The IEEl project aims to support the progress in industrial energy efficiency through a comprehensive and integrated approach that focuses on: (1) Contributing to the implementation of the EE Law by strengthening the institutional-regulatory framework and promoting the national Energy Management Standard; (2) Enhancing capacity and creating awareness in Turkish industrial companies as well as financial service and energy service providers; (3) Implementation of energy audits in large industry and SMEs; (4) Demonstration of state-of-the-art management practices, EE measures and technologies and appropriate business and financing models.

The IEEl project is implemented through the United Nations Development Programme (UNDP) and the United Nations Industrial Development Organization (UNIDO), with the financial support of the Global Environment Facility (GEF), and is under the execution of the General Directorate of Renewable Energy (YEGM) of the Ministry of Energy and Natural Resources. Project partners include the Small and Medium-Size Enterprises Development Organization (KOSGEB), Turkish Standards Institute (TSE), and the Technological Development Foundation of Turkey (TTGV).

In recent years, Turkey has attached more importance to energy efficiency in order to enhance supply security, to meet the energy needs of fast growing economy, to reduce pollution and to mitigate energy load on economy. Mainly together with the Energy Efficiency Law, Turkey has achieved a considerable breakthrough to form and develop legal and institutional framework.

B.2. Context and Project Objectives

The main strategy of the Improving Energy Efficiency in Industry in Turkey (Turkey IEEl) project is to help remove key finance, capacity, technology and policy barriers that currently stand in the way of the widespread adoption of energy-efficient processes and technologies in industry in Turkey. GEF (Global Environmental Facility) funding support of USD 5.9 million has been provided to undertake capacity building and to develop and implement enhanced financial tools and technical mechanisms program that will help transform the Turkish industrial sector to a new more energy efficient way of operating. There is clearly significant potential to achieve energy savings and reduce greenhouse gas emissions in the industrial sector in Turkey.

The project objective is “to improve energy efficiency of the Turkish industry by enabling and encouraging companies in the industrial sector for efficient management of energy use by different energy efficiency measures and energy efficient technologies”.

The project mainly focuses on:

- Improving the institutional and legislative framework which will contribute to the enhanced implementation of the existing Energy Efficiency Law and the promotion of the new Energy

Management System (EnMS);

- Improving the database of energy consumption data for industry, updating the current information on sectoral energy consumption and savings opportunities;
- Introducing sectoral energy consumption benchmarking regarding the energy performance in the various processes of the industrial subsectors;
- Promoting the dissemination of TS-EN-ISO 50001 Standard throughout the country by meetings, trainings and certification supports;
- Establishing “Energy Management Units” in organized industrial zones, supporting them to disseminate energy management activities in their regions;
- Improving the existing financial mechanisms for energy efficiency and developing new and integrated financial models;
- Improving the capacity of Turkish industry and energy service companies; raising the awareness of senior managers and decision makers and employees of industrial enterprises and financial institutions for energy efficiency and energy system optimization;
- Providing sectoral training for energy service companies, updating existing energy efficiency training documents, and developing and standardizing energy audit methodologies;
- Implementing and supporting energy auditing programs; performing energy audits to determine energy saving potentials of selected large industrial enterprises and SMEs; improving the auditing and evaluation capacity and experience of energy service companies;
- Introducing the most developed energy management applications and energy efficiency approaches, trade and financing models; energy efficiency improvement projects, energy system optimization opportunities, energy efficient processes and technologies.

B.3. Definitions

The following terms, symbols, concepts, acronyms and abbreviations are frequently used in this Terms of Reference:

UNDP	: United Nations Development Programme
UNIDO	: United Nations Industrial Development Organization
GEF	: Global Environment Facility
PMU	: Project Management Unit
Contractor	: The entity, contracted by UNDP, to perform the services, stipulated in these Terms of Reference
The Assignment	: Unless otherwise specifically noted, “the Assignment” refers to the tasks specified in the Section 4 – ToR Document.
Terms of Reference (ToR)	: Section 4 of the Request for Proposal (<i>This document</i>) which articulates terms and conditions for the assignment.
YEGM	: General Directorate for Renewable Energy (within the Ministry of Energy and Natural Resources)

C. OBJECTIVE OF THE ASSIGNMENT AND SCOPE OF SERVICES

The EE Portal System will include all energy efficiency related works and operations conducted by General Directorate of Renewable Energy (YEGM). In this context, all partner institutions will be natural users of the mentioned system within the framework set by YEGM, and the system will serve to all partners accordingly. There will be software and hardware components which are intended to operate and work on the sub-systems of activities related to energy efficiency.

Energy efficiency system will be developed in an integrated way; on the other hand, different needs of different institutions will be met. Categorically, the system should consist of two components. The first component is the application software which involves institutional functions; the second one is the integration platform in which information sharing between institutions will be provided. The overview of the system is as provided down below.

In this structure, private sector or individual users, who are outside of institution, are required to use the system of institution which they are willing to be served. Institutional personnel are not only able to use application belongs to the corporation but also access other corporations' data which flow from their applications and the exchanging information and sharing statistics could be performed when necessary. What is intended to state by the expression of exchanging information and sharing statistics is not having complete access for other institutions' applications; however, having a limited access which is predetermined based on the defined authorization and protocols.

C.1. Overall Objective

The objective is to design and develop an impeccably serving system based on the requirements which are related to a portal for conducting activities on an electronic platform in the scope of improving energy efficiency carried out by YEGM.

Through the developed system not only operations are aimed to be conducted accurately and fastly but also it is also aimed to form a Big Data platform for data warehouse and statistical modeling in the process of obtaining tactical and strategical decisions.

C.2. Purpose

In order to obtain the mentioned objective; a software system is aimed to be developed which will comply with aims provided down below.

- 1) Development of data collection capacities of project partners.
- 2) Improvement of data collection process related to EE.
- 3) Keeping the databases updated based on the obtained energy consumption forms/reports.
- 4) Determination of the aims and functions of the partner databases and integration of them.
- 5) Reporting and business intelligence support constitution for the decision making processes of integrated energy efficiency databases.
- 6) Helping to eliminate the lack of knowledge in benchmarking of industrial sub-sectors.
- 7) Formation and pilot application on Big Data platform which will be an infrastructure for estimation models designed for evaluation of different scenarios and data analysis within the scope of energy consumption and efficiency.

C.3. Results to Be Achieved by the Consultant

At the end of the project the Contractor is expected to obtain the outcomes stated down below.

- Application software and integrated energy efficiency portal designed and developed for necessities determined through analysis stage.
- A data platform compatible with regulations that will be developed later on, applications processes and information systems.
- Electronic education system infrastructure which will include identity information and content related to trainings given by the institution.
- Data warehouse and business intelligence infrastructure that will respond the needs for energy efficiency decision support and benchmarking.
- Statistical model and pilot applications that contain forecasting and what-if scenarios.

D. DUTIES & RESPONSIBILITIES

The Contractor should establish an appropriate team to ensure fulfillment of the specified deliveries in a completed and punctual manner and with respect to defined criteria in this ToR.

The Contractor shall provide all key experts and adequate supportive international and/or national staff in terms of expertise and time allocation in order to complete the activities required under the scope of the Assignment additionally, to achieve the overall and specific objectives of the Assignment in terms of time, costs and quality.

The contracted services should be carried out with a qualified expert, who has proven adequate knowledge/expertise and related experience.

The Contractor is obliged to ensure the continuity of the expert(s) until the completion of the services. To provide the mentioned continuity, the Contractor is obliged to provide the change of expert(s) when it is needed or when it is demanded by the PMU.

The Contractor will be responsible for delivering services mentioned down below. The scope and features of the services as well as the considerations on the expected quality are defined below:

Phase 1: Inception

Task-1: Initiation of the project

Task-2: Project organization and detailed project plan

For the inception phase of the project it should be fundamentally aimed to initiate tasks of the project team and to plan the project activities by clarifying scope and aim of the project. The tasks mentioned below should be conducted for the inception phase. The tasks being talked about are planned to be completed within 15 working days beginning from signing the contract.

- Initiating tasks of the project team
- Creating the necessary working environment
- Determining the focal points of partners and beneficiaries

- Determining the communication method
- Clarifying the aim and scope of the project, building a consensus between project team and focal points
- Determining project standards
- Planning the following project activities in detail

At the end of this phase, it is aimed to obtain the following outcomes.

- Delivery 1 - Project Inception Report
- Delivery 2 - Project Management Plan

Phase 2: Analysis & Design

Task-1: Analysis

Task-2: Design

System analysis and design studies are needed to be initiated right after the inception phase. These studies are needed to be finalized within 60 days beginning from signing the contract.

During the analysis stage the YEGM and work units will discuss the mentioned requirements and defined functions within this document thus alterations occurred in the process and detailed information will be obtained. During the system analysis; turnover, organizational structure, internal and external partners that conduct the tasks and legislative aspects should be considered.

During the analysis studies, content of the portal which will be an entrance to system should be outlined. For this end, it is aimed to acquire a content model which will be kept updated by examining national and international portals. All partners' active contribution, especially YEGM's, is highly imported for analysis studies.

Design studies should be initiated right after analysis studies. In the scope of this phase, detailed design of the system whose requirements are defined clearly and in detail should be conducted. Functional aspects of the design should be discussed with beneficiaries and partners, and just before the development of software the beneficiaries and related partners should come into a consensus.

Tasks that are proposed to be conducted during the analysis and design phase of the system are provided below. The minimum requirements of the mentioned tasks should be as stated below, but more requirements to the tasks can be included.

- Conducting analysis meetings with beneficiaries and partners
- Determining and elaborating the work processes
- Revision and review of work requirements
- Revision and review of requirements for performance, security, error protection, constant workability
- Reviewing energy efficiency portals in different countries
- Reviewing industrial energy efficiency applications
- Reviewing energy efficiency legislation
- Determining portal content model
- Determining the sustainability requirements of the content
- Architectural design of the system

- Component design of the system
- Database design
- Design of data warehouse and Extract-Transform-Load (ETL) processes
- Design of work rules
- Design of user interface
- Design of report and panels
- Design of portal replacement
- Preparing visual materials
- Identifying integration interfaces
- Identifying security properties
- Identifying error protection properties

- Identifying performance properties

At the end of this phase it is at least expected to obtain the mentioned work outcomes down below.

- Delivery 3 - System analysis document
- Delivery 4 - Portal content requirements
- Delivery 5 - Software design properties document (Software Design Description-SDD)
- Delivery 6 - Requirement traceability matrix
- Delivery 7 - Portal design document

Phase 3: Development

Task-1: Portal Development

Task-2: Decision Support System Development

Task-3: Integration

Task-4: Test

The task is the constitution of portal application and decision support system, integration of other information systems, conducting unit and integration tests to make it ready to use. The task should be completed within 180 calendar days starting from the signing day of contract.

Portal application development process should be initiated right after the design activities. Within the software development process, it might be needed to review the design. Therefore, it is proposed to develop based on prototype and develop software in iterations during the stage of software development. In this respect, possible design alteration needs and communication problems that are likely to occur during the analysis and design of users' collected feedbacks will be determined earlier. The Contractor will present its results on software development within the technical terms of reference.

Decision Support System application will be developed during this phase based on data warehouse chart and ETL processes which were formed during design studies. Basic reporting and comparisons in the Decision Support application will be constituted in this stage. Thus, infrastructure for the advanced data analysis will be provided. In order to constitute an example for advanced data analysis pilot applications will be developed on data mining and estimation models.

Testing processes, generally accepted for the reliability of the system and must be operated in a way that has become standard. (Such as Unit, Integration, Regression, Performance, Stress, White-black box etc.)

It should also be remembered that the necessary hardware and hardware infrastructure list will be carried out and delivered at the beginning of this stage.

At the end of the software development stage the outcomes should be obtained as mentioned down below.

- Delivery 8 - Running software components (as described in the system requirements document)
- Delivery 9 - Running portal
- Delivery 10 - Providing need assessment report for hardware and hardware infrastructure
- Delivery 11 - Decision Support System that will meet the needs of reporting and comparison
- Delivery 12 - Statistical model for data analysis, and a pilot application for estimation and prediction
- Delivery 13 - System development documents
- Delivery 14 - Test reports
- Delivery 15 - Revision requirement document
- Delivery 16 - Revision design document

Phase 4: Pre operation

Task1: Supplement of the hardware and system software

Task2: Preparation of training materials

Task3: Training of the users & system administrators

Task4: Installation and deployment of the system

Task5: Data migration

Right after the completion of software development process, various activities, that will be conducted until the system will be transformed into a real setting, will be undertaken. The mentioned task should be completed within 200 calendar days starting from the signing of the contract.

Parallel to software development studies, obtaining a platform studies that system will operate will be conducted by the YEGM. Right after the software development studies, actual operating environment will be set up by the YEGM and/or relevant job owners and the system will be tested in an actual operating environment with Contractor personnel's contribution.

Towards the end of completion of software development activities, old system's data should be transferred to new systems. There will not be any obstacles for the initiation of the task as soon as system database design is finalized.

In this stage, selection of data that will be transferred from former system, removal of data,

conducting necessary controls and verification, transforming data into a proper form for the new system and transition activities to new system should be conducted.

At the end of the stage the outcomes should be obtained as mentioned down below.

The tasks that should be conducted in this stage are mentioned down below.

- Installing the provided system
- Hardware and infrastructure tests
- Installing the developed system into relevant hardware and software
- System configuration
- Testing the system as a whole
- User and system administration trainings
- Necessary performance and security set up

At the end of this stage the expected outcomes are mentioned down below.

- Delivery 17 - New system's database that contains the old data
- Delivery 18 - Data transfer activities documentation
- Delivery 19 - Operation test and active operating environment
- Delivery 20 - System installation and configuration documents
- Delivery 21 - System administration and maintenance documentation
- Delivery 22 - Training materials and participation charts
- Delivery 23 - Training evaluation reports

Phase 5: Warranty, stabilization, strengthening and improvement of the system

- Delivery 24 - Bug fixing
- Delivery 25 - User experience improvements
- Delivery 26 - Work flow improvements
- Delivery 27 - Reports and statistics improvements
- Delivery 28 - Stabilization of the system
- Delivery 29 - Transferring the source code to the YEGM

After software implementation; 1 (one) year of guarantee and maintenance period is predicted for the system based on the following justifications; application fixing any errors that may occur within the used system, making changes that will not change the flow of the system relying on user experience, making progress in statistics. During the said period Contractor firm should employ 1 (one) of its experts, who possesses the mentioned qualifications down below, for a full time job within the institution.

E. EXPECTED OUTPUTS AND WORKPLAN

The Contractor shall commence and complete the works defined in this ToR within proposed period. This time period includes the time required for technical and administrative approvals.

E.1. Deliverables and Estimated Days to be Invested

The deliverables of the Assignment are as follows:

Phase	Tasks	Deliverables	Estimated Days
Inception	1- Initiation of the project 2- Project organization and detailed project plan	Delivery 1 - Project Inception Report Delivery 2 - Project Management Plan	Max. 15 (Working) Days
Analysis & Design	1- Analysis 2- Design	Delivery 3 - System analysis document Delivery 4 - Portal content requirements Delivery 5 - Software design properties document (Software Design Description-SDD) Delivery 6 - Requirement traceability matrix Delivery 7 - Portal design document	Max. 60 (Calendar) Days*
Development	1- Portal Development 2- Decision Support System Development 3- Integration 4- Test	Delivery 8 - Running software components (as described in the system requirements document) Delivery 9 - Running portal Delivery 10 - Providing need assessment report for hardware and infrastructure. Delivery 11 - Decision Support System that will meet the needs of reporting and comparison Delivery 12 - Statistical model for data analysis, and a pilot application for estimation and prediction Delivery 13 - System development documents Delivery 14 - Test reports Delivery 15 - Revision requirement document Delivery 16 - Revision design document	Max. 180 (Calendar) Days*
Pre-Operation	1- Supplement of the hardware and system software 2- Preparation of training materials 3- Training of the users & system administrators 4- Installation and deployment of the system 5- Data migration	Delivery 17 - New system's database that contains the old data Delivery 18 - Data transfer activities documentation Delivery 19 - Operation test and active operating environment Delivery 20 - System installation and configuration documents Delivery 21 - System administration and maintenance documentation Delivery 22 - Training materials and participation charts Delivery 23 - Training evaluation reports	Max. 200 (Calendar) Days*
Warranty, stabilization, strengthening and improvement of the system	Warranty, stabilization, strengthening and improvement of the system	Delivery 24 - Bug fixing Delivery 25 - User experience improvements Delivery 26 - Work flow improvements Delivery 27 - Reports and statistics improvements Delivery 28 - Stabilization of the system Delivery 29 - Transferring the source code to the YEGM	Not later than July 2017*

*Beginning from signing of the contract. The total timeframe will not be included the process of approval of the deliveries.

F. TIMING AND DURATION OF THE WORK

The Assignment is *envisaged* to start in January 2017 and be completed by August 2017 in proposed days.

G. REPORTING

All written material submitted to IEEI PMU should be of such quality that no additional technical editing is required. All reports must be submitted in English.

The feedback and/or approval procedures for activities are expected to proceed as below:

The deliverables will be submitted by the Contractor to the UNDP PMU. The deliverables will be evaluated by the PMU and YEGM. The PMU will return to the Contractor with feedback in a time period of not more than one month. After the feedback provided by the PMU, the necessary improvements to the deliverables shall be made by the Contractor within 3 weeks and the revised version shall be submitted to the PMU at the end of the 3 weeks. (THIS TIME PERIOD WILL BE ADDED TO TOTAL TIMEFRAME)

H. PLACE OF WORK

Location of the Assignment is Ankara in Turkey. Contractor should have undertaken to establish a liaison office in Ankara during the contract period. All travel and accommodation costs caused by either “plant visits (if needed)” or “training activity” will be borne by the UNDP through its official Travel Agent.

I. REQUIRED QUALIFICATIONS

Contractor & Project Team

The Contractor should have:

- Minimum 10 years of experience in internationally funded projects.
- Working experience in the field of energy efficiency (preferably under an international funded project)
- Experience in undertaking information and communication technologies needs analysis for a public entity
- Experience in identifying of new hardware and software needs, preparation of procurement documents and supervision of installation for a public entity
- Experience in designing Management Information System (MIS), Corporate Resource Management (CRM) applications, etc.

Contractor’s personnel (i.e. expert to be mobilized by the Contractor to deliver the Assignment) that have a crucial role in implementing the contract are referred to as key personnel. CVs, copies of diplomas, and relevant certifications of key personnel should be included in the Technical Proposal.

CVs shall list all the relevant activities for the entire time period mentioned in their CVs as years of experience.

Hereinafter, the profiles of the key personnel are presented. Note the minimum requirements and the assets. The minimum requirements refer to the qualifications that the personnel to be proposed by the Proposer should definitely possess. In the event that qualifications of a key personnel to be proposed by the Proposers do not meet one of the relevant minimum requirements, he/she shall secure zero (0) point out of 300 points.

“Assets” are preferred qualities and qualifications of the key personnel. Proposed personnel that possess the minimum requirements will obtain 70% of the maximum obtainable points, whereas proposed personnel that also possess the “assets”, in addition to all the minimum requirements, may secure up to 100% of the maximum obtainable points.

The below defined key personnel are the main responsible persons for the tasks defined in this Assignment.

The list of key personnel and required general/specific professional experiences are shown in the following table:

Key Experts

Team Members	Education	Professional Experience (years)	
		General	Specific
Software Project Manager	University degree in a related engineering field or equivalent	10	8
Energy Efficiency Expert	At least bachelor's degree in engineering (energy systems, mechanical, electrical, electronical, industrial, computer, chemical, etc. engineering)	10	5
Data Analysis Expert	At least bachelor's degree in the field of statistics, mathematics or engineering, or equivalent	10	8
Software Architect	University degree in computer engineering	8	5

The Proposers are strongly encouraged to detail these job descriptions in their technical Proposals to include the division of labor, reporting and coordination lines, etc.

The detailed required qualifications for each key expert are given below:

Required Skills and Experience for Key Expert 1 - Software Project Manager (SPM):

- The Software Project Manager (SPM) is responsible for the overall coordination of the implementation of the project activities, management of team and will be the primary contact for all communication, elaboration and delivery of reports to the beneficiary,
- The SPM will be ultimately responsible for the organization and control of the project from the Contractor side.
- The SPM will coordinate the relations between technical experts (key, non-key) and YEGM/UNDP.
- He/she will coordinate and supervise the organization and delivery of all necessary inputs for ensuring proper implementation of the activities in accordance with the UNDP Rules.

- He/she will coordinate and manage the organization of the trainings and training materials.
- He/she will manage the team (including logistics) and draw up the team's schedule of activities.
- He/she will verify and certify, the interim and final statements of the Contractor's work; produce the periodic plans and reports.
- He/she has the overall responsibility for the system design, implementation of system and performance of services to support project goals, as defined in the ToR.
- He/she will be responsible for organizing all administrative aspects of the project including planning, management and reporting.
- He/she will be dedicated to the project for at least 150 work days.

	Minimum Requirements	Assets
General Qualifications	<ul style="list-style-type: none"> - Graduate degree in a related engineering field or equivalent. - Fluency in English 	<ul style="list-style-type: none"> - Post graduate degree (MSc and/or PhD degree) in computer engineering or a relevant field. - Fluency in Turkish
Professional Experience	<ul style="list-style-type: none"> - A minimum of 10 years of professional experience but at least 8 years of professional experience on software system design - Experience in managing a team of Software Analysts and Software Developers; at least in 2 different projects 	<ul style="list-style-type: none"> - More than 10 years of professional experience - PMP certificate or certificate of accomplishment
Specific Experience	<ul style="list-style-type: none"> - Experience in at least 5 web based software development projects - Experience in institutional capacity building projects 	<ul style="list-style-type: none"> - In depth knowledge and proven experience of the EE technologies and processes in the industrial sectors

Required Skills and Experience for Key Expert 2 - Energy Efficiency Expert:

- Energy Efficiency Expert will be an interface between the software development team and the beneficiary especially in the analysis design phase.
- He/she will be responsible for interpreting the requirements of the systems defined in related documents to the software development team.
- He/she will ensure accordance of the developed system to the pre-defined needs and expectations of target users.
- He/she will develop the test scenarios of the software system, lead the unit and integration test that will be conducted by the consultant and beneficiary.

- He/she will manage the preparation process of the assisting documents and training materials.
- He/she will attend some training sessions in order to consult users and stakeholders.
- He/she will be dedicated to the project for at least 65 work days.

	Minimum Requirements	Assets
General Qualifications	<ul style="list-style-type: none"> - At least bachelor's degree in engineering (energy systems, mechanical, electrical, electronical, industrial, computer, chemical, etc. engineering) - Fluency in English 	<ul style="list-style-type: none"> - Post graduate degree (MSc and/or PhD degree) - Fluency in Turkish
Professional Experience	<ul style="list-style-type: none"> - A minimum of 10 years of professional experience. - Minimum 3, preferably more years of working experience in an energy service company or an institution directly related to energy and/or energy efficiency related projects/programmes - At least 2 years of experience as a project manager/coordinator/team leader under projects/programmes (references including at least 1-year duration under one project / programme will be considered acceptable) 	<ul style="list-style-type: none"> - More than 10 years of professional experience - Experience in internationally funded project
Specific Experience	<ul style="list-style-type: none"> - Professional experience in an energy efficiency project 	<ul style="list-style-type: none"> - In depth knowledge and proven experience of the EE technologies and processes in the industrial sectors - Professional experience in energy auditing projects - Web portal / Software development experience

Required Skills and Experience for Key Expert 3 – Data Analysis Expert:

- Data Analysis Expert will analyze the decision support system requirements of the organization and design the data warehouse and ETL model integrated with the portal database.
- He/she will be responsible for creating a data driven information system.

- He/she will assess the current system in order see the bottlenecks & problems and to find data science solutions.
- He/she will analyze how YEGM uses different sources of information and data to measure energy consumptions.
- He/she will work on the available indicators and improve them for further matching and comparisons, make necessary changes in data forms and databases.
- He/she will introduce predictive modelling.
- He/she will profile attempts to characterize the typical behaviors of an individual, a group, or population who facilitate the system by using data mining techniques.
- He/she will be dedicated to the project for at least 65 work days.

	Minimum Requirements	Assets
General Qualifications	<ul style="list-style-type: none"> - At least bachelor's degree in the field of statistics, mathematics or engineering, or equivalent professional experience of 10 years in the area relevant to the assignment - Fluency in English 	<ul style="list-style-type: none"> - Post graduate degree (MSc and/or PhD degree) - Fluency in Turkish
Professional Experience	<ul style="list-style-type: none"> - At least 10 years of general professional experience in the data related centers/institutions delivering services to the public/private sector - At least 8 years of professional experience working on data analysis 	<ul style="list-style-type: none"> - More than 10 years of professional experience - Experience in internationally funded project
Specific Experience	<ul style="list-style-type: none"> - Minimum 3 experiences in drafting or managing survey/questionnaires - At least 1 experience on providing analysis or statistical reporting on an online exercise in research or consultation. 	<ul style="list-style-type: none"> - Knowledge in Big Data and/or Data Mining tools - Technical and programming skills in data analytics tools - International experiences in similar project/s

Required Skills and Experience for Key Expert 4 – Software Architect:

- Software Architect will be responsible for all aspects of software design, including making high-level design choices, dictating technical standards, such as software coding standards, tools, and platforms.
- He/she will be responsible for choosing a standard way of pursuing application development.
- He/she will create, define, or choose an application framework for the application.

- He/she will create the component design.
- He/she will be responsible for having knowledge of other applications in the organization.
- He/she will subdivide the application, during the design phase, into smaller, more manageable pieces.
- He/she will understand and document the interactions and dependencies among components.
- He/she will be responsible for communicate all these concepts to developers.
- He/she will be dedicated to the project for at least 150 work days.

	Minimum Requirements	Assets
General Qualifications	<ul style="list-style-type: none"> - University degree in computer engineering - Fluency in English 	<ul style="list-style-type: none"> - Post graduate degree (MSc and/or PhD degree) in computer engineering or a relevant field - Fluency in Turkish
Professional Experience	<ul style="list-style-type: none"> - At least 8 years of professional experience - At least 5 years of professional experience on software system design - Experience in software system architecture design at least in 2 different projects - Professional experience with UML 	<ul style="list-style-type: none"> - More than 8 years of professional experience - Experience in internationally funded project
Specific Experience	<ul style="list-style-type: none"> - Minimum 3 years' experience in the proposed software development platform - Professional experience in system architecture design and development of Internet portals - Professional experience on RDBMS and XML based Databases - Professional experience in designing and developing XML Web Services 	<ul style="list-style-type: none"> - More than 5 years' experience in the proposed software development platform - International experiences in similar project/s

Non Key Expert/s

CVs for experts other than the key experts should not be submitted in the tender. The Contractor shall select and hire other experts as required according to the needs. The selection procedures used by the Contractor to select these other experts shall be transparent, and shall be based on pre-defined criteria, including professional qualifications, language skills and work experience.

The predicted non-key expert positions, selection criteria, working days and their employment periods in the assignment should be specified in the draft project plan, which will be presented in the tender dossier.

Cost for backstopping and support staff, as needed, are considered to be included in the financial offer of the Proposer.

J. PHASES, TASKS AND MILESTONES

The assignment subject of this RFP shall be completed by the Contractor as follows:

Phase	Tasks	Deliverables	Target Date for Submission to UNDP
Inception	1- Initiation of the project 2- Project organization and detailed project plan	Delivery 1 - Project Inception Report Delivery 2 - Project Management Plan	February 2017
Analysis & Design	1- Analysis 2- Design	Delivery 3 - System analysis document Delivery 4 - Portal content requirements Delivery 5 - Software design properties document (Software Design Description-SDD) Delivery 6 - Requirement traceability matrix Delivery 7 - Portal design document	March 2017
Development	1- Portal Development 2- Decision Support System Development 3- Integration 4- Test	Delivery 8 - Running software components (as described in the system requirements document) Delivery 9 - Running portal Delivery 10 - Providing need assessment report for hardware and infrastructure. Delivery 11 - Decision Support System that will meet the needs of reporting and comparison Delivery 12 - Statistical model for data analysis, and a pilot application for estimation and prediction. Delivery 13 - System development documents Delivery 14 - Test reports Delivery 15 - Revision requirement document Delivery 16 - Revision design document	April 2017
Pre-Operation	1- Supplement of the hardware and system software 2- Preparation of training materials 3- Training of the users & system administrators 4- Installation and deployment of the system 5- Data migration	Delivery 17 - New system's database that contains the old data Delivery 18 - Data transfer activities documentation Delivery 19 - Operation test and active operating environment Delivery 20 - System installation and configuration documents Delivery 21 - System administration and maintenance documentation Delivery 22 - Training materials and participation charts Delivery 23 - Training evaluation reports	May 2017
Warranty, stabilization, strengthening and improvement of the system	Warranty, stabilization, strengthening and improvement of the system	Delivery 24 - Bug fixing Delivery 25 - User experience improvements Delivery 26 - Work flow improvements Delivery 27 - Reports and statistics improvements Delivery 28 - Stabilization of the system Delivery 29 - Transferring the source code to the YEGM	July 2017

ANNEX 1: NEED ASSESSMENT

1. GENERAL TECHNICAL REQUIREMENTS

The users of the Energy Efficiency Portal consist of the institutions, stakeholder institutions, industrial enterprises, buildings and other users. Therefore, due to the need for addressing widespread and distributed users, it is expected that it shall still be designed as a web-based system.

The software programs to be developed should be developed in compliance with the multi-layered architecture considered as the today's industrial standard. It should be possible to break down the architecture of the software into layers physically and logically; and it should be designed in a manner to allow it to operate on different servers and in a structure comprising of at least three layers as server, work and database layers. The software should be designed with the Service Oriented Architecture approach and a functional and easily manageable integration model should be adopted considering not only the integration needs of today but also this type of needs that will emerge in the future.

Rich web components should be used as the front face of the application software and the fact that the system shall have highly diversified users with different levels of education should be taken into account, hence the main design criteria should be easiness to use and ergonomics.

The portal software to be developed should not impose the obligation to use a certain product for the application server and database layers; it should be designed as independent from the platform. It is critical to avoid such software development models that will prevent this.

The source codes of the application software shall be delivered to the YEGM and all bidders shall be assumed to have accepted the fact that all intellectual property rights in this regard belong to the YEGM. All codes of any infrastructure ("framework") that have been developed or will be developed for assisting in the application development should be considered in the same context.

There is no direct technology envisaged for the development of the application software. Bidders shall inform the YEGM during the proposal stage about the technologies and platforms they shall use for application development, provided that they are in compliance with the conditions laid down above and in the other articles of the specification. Proposers shall justify this preference based on the following criteria and include in their proposal.

- 1- Technical competence, reliability
- 2- Up-to-dateness
- 3- Widespread use
- 4- Flexibility and extendibility
- 5- Cost of ownership
- 6- Cost of acquisition
- 7- Widespread servicing and support service
- 8- Qualified human resources
- 9- Platform and brand independence
- 10- Compatibility with other software and hardware.

2. SOFTWARE INFRASTRUCTURE REQUIREMENTS

The infrastructure software components are the ready-made software components that shall operate in the system and be included in the infrastructure. The infrastructure software components are as follows:

- Operating system
- Application server software
- Portal and content management
- Database management system
- Business intelligence tool

The specifications of the components to be used here are dependent on the software development technology to be used. Therefore, the specifications of the components are not provided here. It is assumed that the application will operate independently from the platform, on the database management systems supported by the technology standard application server software and Object-Relational Mapping tools. For other software infrastructure components, they shall specify the software they shall use in their proposals.

3. FUNCTIONAL REQUIREMENTS

The general requirements for the software products to be developed are given below; and the detailed requirements on the work are explained in relevant sections.

- The licenses for the software to be developed, infrastructures that have been developed or will be developed which are mandatory of the operation of the system, additional components and packaged software shall be delivered by the Contractor to YEGM together with patches and service packages and in their latest versions in compliance with the Law No. 5846 on Intellectual and Artistic Works.
- The source code of the software to be developed **should not be a published code**.
- User passwords and other critical information shall be saved to the database with one-way encryption.
- Users shall be able to enter the application via technology standard browsers as minimum of the existing latest versions of Microsoft Internet Explorer, Google Chrome and Mozilla Firefox.
- Users shall not be required to download any software to their devices for the application to run properly.
- All modules of the application shall be in compliance with w3.org standards.
- All modules of the application shall completely support the Turkish character set, queries and sorting shall be done in compliance with the Turkish alphabet.
- The application shall be designed in a way to enable the establishment of an authorization and authentication mechanism with regard to access and operations for different user groups.
- 128-bit SSL shall be used for the entry of the information that needs to be secured such as names and contact information, financial information etc.
- There shall be functions for user control and monitoring and user role supervision on the Portal.

- The Portal designs shall be defined as themes; it shall be possible for the Portal administrators to select and activate the and previously defined themes from the management screens.
- It shall be possible for the users to select from different interface options that shall allow them to personalize the application. Users shall be allowed to delete applications from their main page except for the ones deemed absolutely necessary to appear on the main page by the YEGM and place the topics relevant to their interests.
- Within the defined authorization, users shall be able to subscribe in order to access the documents and data on the Portal; and be informed via automatic methods when the Portal contents in these documents are changed or updated.
- If the user remains inactive on the Portal for a period, that can be determined (session time-out) their session shall be ended automatically and the user shall be re-directed to the Login page.
- Intranet users shall have the “LDAP, active directory” support for verification.
- Verification of Internet/Extranet users shall be done through the database in a role-based and secure way.
- When a printout is taken through the reports on the application, there shall be a link where the contents can be viewed without any colors or patterns.
- It shall be possible to export the reports on the application as converted into widely used file formats such as PDF, DOCX and XLSX etc.
- It shall be allowed to change listing screens, filtering and sorting options.
- As some of the information in the system shall have commercial confidentiality, this shall be taken into account with regard to information security while developing solutions.

The back office application which will enable the management of the system application to be used shall consist of the Energy Efficiency Portal and the Decision Support System.

3.1 System Management Application

The System Management Module incorporates the managerial functions besides the work rules in the software. Functions such as authorization and user management, logging levels and daily reviews and application settings shall be included in this module. In addition to standard applications such as the role management, user management and log management; there shall also be other applications within the System Management Module such as a rule engine for increasing the data quality in line with the needs that shall be determined during the analysis stage, the check list management that shall determine the checking steps and levels and the alarm management that shall become active when certain circumstances occur within the system and activate the necessary mechanisms and manage alarm situations. Needs in this context shall be detailed during the analysis stage.

3.2 Energy Efficiency Portal

The Portal is considered as the entrance gate of the system. The Portal shall be the basic starting point for all users who will use the system. All contents about energy efficiency shall be available on the Portal; and the applications described in the following sections shall be accessed through the Portal as well.

Under the existing circumstances, the whole system is called the Portal. The Portal described here on the other hand, is a customized institutional application that will be used to provide all applications

and contents on energy efficiency. The portal software is described separately both in the application software components section and the infrastructure software components section. The Portal described in the infrastructure software components section is an institutional application which has general portal and content management functions which can be readily purchased commercial-off-the-shelf (COTS). The portal application explained in this section refers to the customization and development works to be conducted on the COTS software as well as the content preparation works.

The basic requirements for the portal contents are listed below. This list was prepared by investigating similar examples and the final contents should be prepared by taking into account the requirements that will be identified during the analysis stage under the Project.

- All legislation on energy efficiency should be available on the Portal.
- There should be local and international best practices on energy efficiency on the Portal.
- There should be guiding, educative, sector-specific pages on the Portal.
- YEGM organizational units and the duties and responsibilities of these units as well as the services provided should be available on the Portal.
- The Portal should be the basic entrance gate for the energy management application software and all energy efficiency application software should be accessed through the Portal.
- Training materials and user's manuals for the application software should be provided on the Portal.
- There should be summary information on stakeholder institutions and links to the websites of stakeholder institutions on the Portal.
- There should be information on the energy efficiency aids and incentives, and methods for application on the Portal.
- There should be frequently asked questions on the Portal.
- There should be surveys and forums on the Portal.
- All contents on the Portal should be presented based on different user types and the authorization for accessing the contents should be limitable.

3.3 User Management

System users should be treated as two different users, namely institutional users and individual users. Institutional users are users that will benefit from the system which have separate legal entities such as industrial enterprises, building managements, energy efficiency consultancy companies (EEC), etc. Individual users are those who only represent themselves in the operations they will undertake.

Both types of users may get under some legal obligations for the operations they will undertake in the system. The identity of the users who will engage in legally binding actions in the system shall be authenticated. Therefore, during the stage of becoming a member of the system, it may be necessary to require the applicants to provide the following: (a) Documents providing identity and authority to represent (authorized signatures list, trade register gazette, identity card etc.), (b) Letter of application to benefit from electronic services, (c) Conditions of use for electronic services (d) Other documents that may be required based on the user. Since these documents are not needed for actions not entailing legal obligations, the system should be of the nature to support different authorization levels based on the operation type.

It shall be ensured that users introduce themselves by using mobile or electronic signatures during the

membership processes and afterwards, use electronic signatures instead of passwords for their operations in the system.

The functional requirements of the member management system are outlined below. Nevertheless, the requirements specified here are general requirements that will be enriched and detailed during the analysis meetings to be conducted while the works are carried out.

It should be possible to perform member management operations at different authorization levels by different actors. Actors to use the membership management operations are as follows.

- Visitors are the users who surf the web and only display the general contents provided by the Portal without becoming a member.
- General users are those who only become members but do not get in touch with YEGM to deliver any documents.
- Individual authorized users are those who want to benefit from the legal services provided by the system and therefore lodged necessary applications and delivered required documents to YEGM and were approved and verified.
- Individual authorized users who represent institutions are referred as institutional authorized users. In order to become an institutional authorized user, individuals should be legally given the authority to represent by the relevant institution and necessary documents should be delivered to YEGM.
- YEGM personnel who use the system. These users carry out their operations in the system based on their duties and level of authorization.

The system should provide services to its users in two ways. Users whose identity is unknown, i.e. who are not members of the system are considered as visitors and have the opportunity to display the content provided and utilize the functions which do not require identity information. However, those who want to use the functions provided in the system while representing natural or legal persons shall become members of the system. New member application processes explain the requirements of the system for admitting members.

Users can become the members of the system in various roles. While some may want to benefit from the presentations and content provided in the system but are not interested in the operations of the system such as declarations etc., there may be other members who want to use the legal functions provided in the system. Therefore, the process of becoming a member of the Portal should address the following key functions. Details in this regard shall be provided by the firm during the analysis process.

Membership Application Form

The application form should contain the key information describing the user (given name, surname, contact information etc.), user name and password preference, security questions and answers to be used in case of forgetting the password and the electronic mail address. Users filling out the application form shall lodge their application by entering the verification code provided by the system as a complex image (captcha).

Membership Activation

After the membership application form is obtained, the system shall carry out the necessary verification mechanisms. Through the mechanism, of which the details will be determined later, the candidate member shall fulfil the duties given and complete the membership process. Active members shall be able to customize the content provided by the Portal, use the information services and lodge pre-applications for using other services provided by the system.

Defining the Identity Information

System members should define their identity information in order to be able to use the advanced services provided. Identity information shall be addressed under two categories as individual and institutional in the system; the information and documents to be requested shall vary within this framework. Individual identity information shall be checked through the MERNIS (Central Civil Registration System) and/or passport information by the system; and the institutional identity information shall be checked through the systems of the Ministry of Finance by the system. While obtaining institutional identity information; it shall be ensured that facility/building identity information are also obtained; geographical location information shall be entered via a map interface. The verification of facility/building information shall be ensured through the integration to be established with the Ministry of Science, Industry and Technology and/or Ministry of Environment and Urbanization.

Member Document Receipt Operations

Member document receipt operations shall be used to enter in the system and check the documents received from members. When a membership application is reviewed, it should be possible to display the list of documents previously prescribed by the system, check the documents received via mail, courier or in person and marked on the list as complete or incomplete. It shall also be possible to scan the received documents and enter them in the system.

Updating the Membership Information

Users should be able to view and change all the information they provided during the membership application processes. The situations when legal documents are to be required again shall be notified by the system to the user who shall be informed about the results of the changes to be made.

In addition to the operations specified here, users may be working at an institution defined in the system. Therefore, users shall be able to select the institutions they work for in the system or enter the information about leaving the institution they worked for in the system. The selection of a user about working for a certain institution shall be submitted for the approval of the relevant institution and the confirmation of the relevant institution about the declaration of the member shall be obtained. Members can also enter information in the system about the institutions to which they provided services and enter contract details. Similarly, institutions shall be able to enter information about members who they employ or received services from and this declaration shall be verified by members.

User Relations Management

While the system is being used, certain needs may arise for YEGM to inform its counterparties in various ways. The beginning and end dates of aid periods, explanations on the legislation, information on newly designed aids, explanations on the use of the Portal may be among the examples of such needs for information. Through this module, such notifications as well as the problems users encounter about the system shall be communicated.

Within the framework of the User Relations Management module, there shall also be functions such as mass e-mail management, address tracking, label preparation and printouts, call tracking etc. and other requirements in this context shall be provided in detail during the analysis stage.

The User Relations Management Module shall be used by the following actors.

- Institutional authorized users
- Individual authorized users
- YEGM users

3.4 Energy Consumption Notification Management

The buildings and industrial plants included within the scope as a result of the Baseline Energy Information Form (BEIF) communicate to YEGM the Energy Consumption Notifications (ECNs) that include the energy consumption information and generation information for the previous year by the end of March every year. Energy Consumption Notifications are forms that include different information by buildings, power generation plants and industrial sectors. Since the content of the forms may change or new forms may be prescribed for various sectors; the application shall ensure that the forms that serve as the basis of such notification are dynamically prepared and made available to the users. The system shall be designed to have the capabilities of user-friendly querying, analysis and modelling on the forms that are dynamically defined and data entered.

This section deals with basic requirements for the Energy Consumption Notifications. The requirements shall be detailed and finalized at the analysis stage.

Energy Consumption Notification forms are such forms that have different contents for buildings, power generation plants and industrial sectors. A review of the structural features of the forms reveals that the contents of forms may be treated under two primary categories. The first includes information on the notifying unit. The information defining the notifying unit and the information on notifying persons and managers also fall in this category.

The second section consists of tables. The types and structures of tables are different in all forms. The tables on the forms include such information as the information on raw material use, capacity information, information on generation processes and energy consumption. The existing types of energy consumption notification are as follows:

- Industry
- Textile
- Ceramic tiles
- Vitrified ceramics
- Integrated iron-steel

- Iron-steel arc furnace
- Integrated cement
- Cement pulverization
- Buildings
- Power generation plant.

Since the Energy Consumption Notifications open to change in structure, the system should offer the users a dynamic function of defining forms. To that end, it is suggested to use an XML-based dynamic form editor. In order to define and soundly manage the forms; mechanisms shall be included in the system where the version tracking can be made, various users are prevented from concurrently updating the forms, and different forms may be defined for different sectors or units. In addition to the form type, the guide on filling in the form along with the help texts should be definable both on the basis of individual forms and fields. For each information field, it should be possible to define the start value, data type, length, mandatory or not, minimum value and maximum value. The application shall be constructed considering that tables, optional or inter-linked data fields may be needed as well as the fields into which direct data entry is to be made.

It should be possible to define how to combine a form designed structurally with the forms in the same type but in different versions and with the forms in different types. It should be possible to run common queries on all forms using the definitions so made.

Energy Consumption Notifications should be made in the first quarter of each year. Therefore, the data entry period is from 1 January through 31 March. Where, due to various needs or extraordinary circumstances, such dates need to be changed, the system shall provide YEGM users with such facility. It should be possible to build the data entry periods automatically in the system. It should be possible to enter in the system the form types and versions to be used in a data entry period. Any change to the data entry form types of the same year should be prevented; it should be ensured that the same version of forms be used in the same year.

Facilities should be able to enter in the system the information on utilities along with ECN. Utilities may exist in multiple numbers within a facility. The following is a list of utilities:

- Boilers
- Furnaces
- Pumps
- Fans
- Compressors
- Lighting
- Steam traps

Once the information on utilities is defined, it should be brought to the user along with ECN every year; the user should be allowed only to enter the changes, thus ensuring ease of use.

Individual or institutional authorized users should be able to examine the ECNs they entered in the past. In addition, it should be kept in mind that ECNs are specific to entities; therefore, if an individual user is currently not authorized for the relevant entity, he should not be able to access the past information.

Individual and institutional authorized users shall view their own ECNs or of the entities they represent using an interface made available in the system. The information on the users who log in, the entity and the plant should be filled in automatically during the form entry; the user should be asked to enter the changes in the system if there is any change to the information on the entry, industrial enterprise or building. It should be possible to save ECN at all times during the information entry. The restrictions, mandatory fields defined on the form should not prevent the save operation. Where, during the form entry, the user so requests, the data quality rules should be activated, the error and warning messages should be provided explicitly to the user.

The user who has completed data entry should be able to confirm the form and transmit it to YEGM. Upon the request to confirm the form, the system should activate the data quality rules and request the user to correct all the “error” messages. A form should be transmittable only and only when it successfully passes the data quality check. Before the form is transmitted, all restrictions, mandatory fields should be checked to ensure that the form has been filled in compliance with the data entry rules.

Following the completion of the data quality checks, the user should be required to fill in a check-list for ECN. It shall thereby be ensured that the user shall make a final check on the data entries, reducing the error rate in data entry in the system. Following the confirmation of the form, the system should provide a list of documents that must be physically delivered to YEGM and the outputs produced by the system.

The necessary documents associated with ECNs communicated electronically must be delivered physically to YEGM. Document receipt operations shall be used to enter in the system and check the documents received from ECN submitting users.

In the context of this operation, it should be possible first to view the institutions which have submitted the electronic notification but not sent the necessary documents yet. It should be possible to list the expected documents in addition to the institutions; the documents delivered by mail, courier or in person should be checked and marked on the list as complete or incomplete. It should also be possible to scan the received documents and enter them in the system.

An ECN received electronically and physically should be viewable by expert YEGM users. YEGM users should be able to perform compliance checks on the form. The compliance check refers to verifying whether the information on the form is meaningful. YEGM users should be able to approve the form if they believe that the form is compliant. And the approved forms should be marked for evaluation.

The system should be able to convert the economic values on the entered Energy Consumption Notifications to the base prices of a year automatically using the system parameters. When executing this operation, the values entered by the user should not be changed.

Where, during the compliance check, errors are noticed or inconsistencies in the data on the form are found out, YEGM user should be able to return the form. It should be possible to enter a note about the section that needs correction on the form and a deadline when returning the form. The information entered here should be transmitted to the user who owns the form, and it should be possible to repeat the form entry operation. The user who entered the form should only be allowed to act on the section for which correction is being requested.

Each ECN communicated to YEGM should be included in the job queue to be reviewed by an expert. The job queue rules in the system management shall assign the incoming ECN to the queue of a particular expert. The users in the supervisory positions should be able to monitor the job queues of expert users, and where necessary, assign ECNs to the job queues of other users. It should be possible to examine in detail the job queues of each expert as those pending and those finalized.

XML-based ECNs which have been examined and verified should be transferred to tables specifically prepared in the database to run statistics and queries on the data, and stored.

3.5 Co-generation Efficiency Certificate Operations

Co-generation plants are facilities that generate electricity without a license. To install a co-generation plant, it is necessary to obtain an efficiency certificate from YEGM. The operations of the receipt of efficiency certificate applications electronically, evaluation of the applications, issuing of the efficiency certificates should be addressed in the context of the system.

Users who request an efficiency certificate for co-generation plant should be able to become a member in the Portal and lodge their applications electronically. It should be possible to upload the documents associated with the application onto the system; and enter the technical information on the plant in the system. The system should be capable of automatically calculating the preconditions for application. The system should also be capable of monitoring the process of examining the applications for co-generation plant efficiency certificates.

It should be possible to define in the system the applications for efficiency certificates approved by the commission. It should be possible to prepare the efficiency certificate in the system, and publish the certificates electronically. It should be possible to transfer and archive all the certificates issued in the past.

It should be possible to communicate electronically to YEGM the operating data for one year (at least 6,000 hours) following the commissioning of the plant. In addition to the data communicated, GDRE staff should be able to store in the system the results of their reviews and inspections of the plant.

3.6 Aid Management Module

YEGM provides two types of aids on energy efficiency to enterprises: Efficiency Improvement Projects and Voluntary Agreements. The Aid Management Module shall be used to manage the aids provided by the institution on energy efficiency. The said module shall respond to the following basic requirements; the new requirements identified in the analysis stage shall but also be included in the system scope.

- 1) Opening of aid applications
- 2) Collection of aid applications
 - a) Checking the preconditions for aid application
 - b) Filling the aid application form electronically
 - c) Submitting other application documents
- 3) Evaluation of applications
- 4) Follow-up operations

The Aid Management Module should address all the phases of this process. However, the current legislation is not appropriate to receive online aid applications. Nevertheless, it is possible that applicants may prepare their aid applications in electronic medium, take a printout, place their wet signatures on the paperwork and proceed with the application procedures. The aid application to be prepared in the system shall burden the applicants with data entry, thereby allowing YEGM to use its resources more effectively.

The applications for energy efficiency aids provided by YEGM are received on the basis of particular periods. The applications for Efficiency Improvement Projects are received in January every year. The applications for Voluntary Agreements are received in October every year. YEGM may, by a notice of at least 30 days, cancel or extend the application periods, or receive applications in different periods. Therefore, the Aid Management Module in the system should allow the operations to open the application period. It should be possible to define the call for applications, aid programme, application preconditions, start and end dates of application, application form and the list of other application documents. It should be possible to publish the call for the application period on the Portal.

The firms which intend to file an application for aid should first register with the system. It should be possible to verify automatically, using the information in the system, whether the firms registered within the system may lodge an application for aid. The entities which meet the preconditions should be allowed to fill in the application forms in the system. The system should be able to give a printout of the application form as well as other application documents, and provide the users with a list of additional documents. It should be expected that the application documents be received physically following the lodging of the application electronically.

The necessary documents for the aid application lodged electronically should be delivered physically to YEGM (in the format complying with the notice requirements). Document receipt operations shall be used to enter in the system and check the documents received from the users lodging applications for aid.

Authorized users should be able to conduct their evaluation of applications in the system. The calculations of energy efficiency and energy intensity should be conducted automatically by the system during the evaluation of aid applications. It should be possible to capture the deficiencies identified relating to the procedures and principles, and the system should be able to produce the written notifications to the applicant. The processes should be available upon entry to the Portal to provide the written notification and the documents required of applicants. It should be possible to enter in the system the information on site visits.

It should be possible to prepare the list of projects, and associate scores, deemed appropriate for aid to be submitted to the Energy Efficiency Coordination Board. It should be possible to draft the information correspondence and contracts relating to the projects decided by the Board for aid.

It should be possible to enter in the system the operations done in the context of aids provided, energy intensity measurements, project implementation reports and site visits. It should also be possible to enter in the system the payments associated with aid. The system should provide the check lists for the preconditions for aid payment, and check the compliance of payment amounts and rules with the legislation.

It should be possible to monitor the benefits derived by an aid recipient over the years in the aftermath of Efficiency Improvement Projects and Voluntary Agreements. It should therefore be possible to enter in the system the works undertaken in the context of the aid, and define the aids for Efficiency Improvement Projects and Voluntary Agreements.

3.7 Authorization Management Module

YEGM can authorize entities and firms engaged in energy efficiency. It should be possible, in the Authorization Management Module, to define the authorized entities and firms. The authorization of an enterprise, institution or organization also means conferring authorization to use certain modules of the energy efficiency system. For example, an organization authorized for training should be able to use the operations for organizing training in the training module. From this perspective, the Authorization Management Module should be integrated with the System Management Module; upon authorizing an organization, the authorizations of use of that same organization and of its affiliated users should be automatically set in the system. The general requirements of the System Management Module are defined below, and detailed during the system analysis stage.

Users should be able to lodge applications for authorization electronically. This should address the operations for authorizing both EECs and the authorized entities. It should be possible for users who lodge applications for authorization to fill in their applications form in the system, and upload the annexes in the system. It should be possible to submit electronically to YEGM the application dossiers so prepared. It should be possible for YEGM to review the applications for authorization submitted electronically, request revisions where necessary, and follow up all application steps online.

It should be possible to manage in the system the pool of personnel who may be assigned in the context of site visits for the authorized entities and EECs. It should be possible to prepare the assignment plans in the system, store in the system the information on the actualized missions along with additional information and documents.

It should be possible to define in the system the members of the commission which will be formed to evaluate the applications from the authorized entities and EECs. It should be possible to view the operations of the commission members retrospectively. It should be possible to record in the system the commission's agenda and activities, and monitor the decisions made by the commission.

YEGM should be able to define authorized entities and EECs in the system. Prior to the operations of defining authorized entities and EECs, the membership registration of the relevant authorized entities and EECs should have been completed in the system. It should be possible to assign energy efficiency authorization types to a firm or entity which is a member in the system; and automatically grant the necessary rights of use in the system.

It should be possible for all users to view the authorized entities and firms defined in the system, and query their authorization types (building, industry, training, etc.).

Authorized entities and EECs should be able to define electronically in the system their annual activity reports. As in the case of other electronic data entries, it should be possible to take a printout of the defined activity reports; and it should be expected that a copy of the activity reports be delivered physically to YEGM.

3.8 Training and Examination Management Module

YEGM and authorized entities organize training for energy managers, and training on audits and projects for industrial facilities and buildings. Persons who have participated in the training and meet other conditions for application may take the audits & projects examination for energy managers, industrial facilities and buildings. Those who are successful in the examination may be awarded energy manager certificates and/or audits & projects certificates for industrial facilities or buildings. This section defines the requirements for training and examination management operations. Detailed needs shall be identified in the system analysis stage.

A training module is a definition set that contains a particular curriculum and associated details. Energy efficiency training consists of a combination of modules depending on the purpose of training. A module includes the curriculum topic, contents, type of training (theoretical or practical) and training venue information. Authorized users should be able to access training modules in the system. It should be possible to define the training modules by validity dates and versions; and create new versions when the legislation is amended. Users should be able to view the modules defined in the system including the contents of past module versions. Since training modules are determined based on the legislation, only YEGM users should be able to do it.

A training programme is a programme that contains training sessions to be delivered in a certain period. Training programmes may be created by YEGM, authorized entities or EECs. Authorized users should be able to create the training programmes in the system. When creating a training programme, it should be possible to define the venues, dates, durations and types of the training.

It should also be possible to define syllabi within the training programme. It should be possible to break down the training contents defined as topics on the modules into class hours, and check the time constraints for training. It should be possible to define the trainers and the classrooms, laboratories, buildings or facilities where the training is to be delivered.

Training programmes should be viewable by individual users; users should be able to apply for the training electronically. It should be possible to check the prerequisites for the requested training on the basis of the qualifications of the individual user as existing in the system and the newly declared information; and allow only those users who meet the prerequisites to lodge an application for the training. Users should be able to fill in the application form electronically in the system, get a printout; and the system should be able to inform the users on the additional documents to be delivered by the users. Following the completion of electronic application filing, the users should be expected to transmit the necessary documents physically. The training application system should be designed to achieve the highest fill rates for the training sessions.

Authorized users should be able to assign the persons who have electronically and physically applied for training to the training to be organized. It should be possible to cancel the training if the number of participants is not sufficient.

Training providers should be able to define the information on the actualization of training. In the context of information on the actualization of training, it should be possible to enter training rollcalls, and check the mandatory attendance by training type.

It should be possible to define the prospective examinations in the system. It should be possible, in

the operations for examination calls to define the type, venue and date of the examination, and comply with the examination administration criteria defined in the legislation. It should be possible to administer upgrading examinations in the system.

The individual authorized users defined in the system should be able to view the information relating to the examination calls; users should be able to lodge their applications for examination electronically. The system should be able to automatically check whether the candidates meet the preconditions to take the examination. Those candidates who meet the preconditions should be allowed the application documents for the examination electronically and get printouts of the application form and of other necessary documents. To approve the electronic applications for examination, it should be expected that the physical applications be delivered completely and on time.

It is necessary to physically deliver to syllabi the necessary documents relating to the training and applications for examination submitted electronically. Document receipt operations shall be used to enter in the system and check the documents received from the users who lodge applications.

In the context of this operation, it should be possible first to view those users who have submitted the electronic notification but not sent the necessary documents yet. It should be possible to list the expected documents in addition to the users; the documents delivered by mail, courier or in person should be checked and marked on the list as complete or incomplete. It should also be possible to scan the received documents and enter them in the system. The applications of those users who fail to deliver their written applications within the designated time should be invalidated.

It should be possible to draw up the list of prospective participants in the examination using the applications for examination submitted electronically and physically. It should be possible to define in the system the information on the examinations actualized. The end-of-examination operations should include the participants, their scores, and objections lodged by the participants. The participants should be able to view the examination results in the system.

It should be possible to define in the system those users who are successful in the examination and those who by legislation are entitled to receive certificates without taking the examination. It should be possible to manage the operations for renewing the certificates in the system.

3.9 Energy Managers Module

The certificates of energy managers shall be monitored through this module in integration with the Training and Examination Management Module. The relevant general requirements are defined below.

Upon the commissioning of the system, the definitions for energy managers should be automatically brought up from the operations for training and examination management. The information on the energy managers who received certificates in the past should be transferred to the system; and it should be possible to store in the system the information and documents for the said energy managers. In this context, it should be possible to store in the system the previous certificates of Industrial Energy Manager (IEM) and Building Energy Manager (BEM).

An energy manager should be able to communicate through the system to YEGM in the system of the industrial plant or the buildings for which s/he works. Similarly, an industrial plant or building should

be able to communicate through the system the information on the assigned energy manager.

It should be possible to view in the system the energy managers registered with the system and their activities. Energy managers should be able to view the buildings, industrial plants, own status and contracts (building energy manager, industrial energy manager) with respect to their own authority levels, thereby allowing the persons and entities check their own status.

3.10 Energy Efficiency Coordination Board (EECB) Operations

This is the module to be developed to monitor and report the meetings and activities of this Board which has been created to ensure coordination and follow-up of results in order to effectively implement the energy efficiency at all relevant organizations across the country. The basic requirements are defined below, and detailed during the system analysis stage.

It should be possible to hold EECB meetings (four times a year) over the system. It should be possible to enter online the proposals for the meeting agenda both by YEGM and other institutions. It should be possible to address in the system the necessary pre-meeting information, and provide the information and documents entered by the Board members to the Board members and representatives on the Portal. The Board members should be able to draft the decisions in the system. Similarly, it should be possible to communicate online the information on Efficiency Improvement Projects and Voluntary Agreements to meeting participants.

It should be possible to define in the system the agenda for the advisory board. It should be possible to manage the date and participants of the meeting, and store in the system the records of the actualized works along with additional information and documents.

It should be possible to define in the system the actualizations relating to the Board meetings. It should be possible to enter and archive the decisions in the system. Authorized users should be allowed to run searches for the Board decisions.

3.11 Project Activity Management

In this module, the works under the “Improving Energy Efficiency in Industry Project” shall be executed in the system. The basic requirements are defined below, and detailed during the system analysis stage.

It shall be possible to define in the system the preliminary audits conducted under the Project. The entry of reports shall be in the form of data entry, not in the form of uploading a file; thereby allowing the execution of statistical procedures relying on the reports defined.

Authorized users should be able to review these reports, request changes where necessary or update the reports.

The detailed audits executed under the Project shall also be defined in the system. The entry of reports shall be in the form of data entry, not in the form of uploading a file; thereby allowing the execution of statistical procedures relying on the reports defined.

3.12 Energy Consumer Inventory

The information from different resources on energy consumers should be combined in the system to create a comprehensive energy consumer inventory for the entire country. To that end, it should be possible to combine the information recorded in the system on energy consumers and the information received from external sources in a common inventory pool. Under the system, integration should be aimed with the institutions and organizations including particularly the Ministry of Environment and Urbanization and KOSGEB (Small and Medium Enterprises Development Organization) which hold information on significant energy consumers. It should be possible to insert annotations in the system on the accuracy and up-to-dateness of the information received from external sources.

It should be possible to store in the system the following energy consumers as a minimum. It should be possible to define the information specific to each energy consumer such as capacity, process, size, etc.

- Industrial enterprises
- Buildings
- Power generation plants
- Ports
- Airports
- Transportation utilities
- Waste water treatment facilities
- Mining areas
- Organized Industrial Zones
- Free zones.

The identity information on an energy consumer should be capable of holding such basic information as NACE code, installed and user capacity, energy consumption, generation and process, utilities and geographic location etc.

It should be possible to keep a history of every energy consumer, and view the significant events and system interactions relating to the relevant consumer in the form of timetables. It should be possible to mark the energy consumer on the map; and conduct distance analyses between consumers, select consumers in the selected geographic and administrative regions, monitor and compare consumers by type and sector.

3.13 Decision Support System

It should be possible to produce automatically in the system all sorts of reports, benchmarking and data analyses as needed for the decision-making process based on all the data generated in the system.

Using the Decision Support System, it should be possible to query the entire information pooled within the institution as well as the information provided by other stakeholders, produce reports, or view on the dashboards.

The Decision Support System should include data cleaning and correction operations for statistical

purposes in the system; the operations of data cleaning and correction should not affect the original data, but create a new data warehouse. Under the data correction operations, it should also be possible to execute the deflating operation automatically.

Under the Decision Support System, frequently used reports and queries should be developed while at the same time, the logical model for the information to be queried should be prepared for the final users. Using this logical model, the final users should be able to create own reports. The final users should be able to execute the report creation operations using a visual interface, needing no SQL knowledge to set the query. The prospective queries should be able to use the entire information in the system, involving no restrictions other than the access rights.

It should be possible to use graphic views on all report dashboards, and prepare interactive reports and dashboard tables. It should be possible to prepare and export the reports in different formats.

It should be possible to execute energy intensity calculations, benchmarking and similar operations in the Decision Support System.

The system should be designed to execute sector-specific benchmarking automatically. The benchmarking operations should make available all the reports and graphics for the following sectors as a minimum.

- Industry (general)
- Textile
- Ceramic tiles
- Vitrified ceramics
- Integrated iron-steel
- Iron-steel arc furnace
- Integrated cement
- Cement pulverization
- Buildings
- Power generation plant.

The system should make the data anonymous to enable the publication of benchmarking studies. It should be possible to export the generated reports and graphics in MS-Word, MS-Excel, PDF and picture formats as a minimum.

The samples of prospective reports and benchmarking shall be provided to the experts of the Contractor at the analysis stage, and the necessary additions and changes shall be specified at this stage.

Another work to be undertaken in the context of the Decision Support System is to build up statistical models for data analysis, and realize pilot applications for data mining, forecasting and/or what-if models.

Data analysis covers all statistical methods necessary to summarize and evaluate all data collected on an organization. One of the most important methods is to build a model and estimate the parameters of such model. Such models reveal the relations between the variables mathematically. Once the relations between the variables are revealed, it shall become possible to make forecasts and

predictions.

Data analyses shall be defined which can be conducted on the data warehouse that will be created in the scope of the work; and a sample statistical model for the nature of the work shall be built. The relations identified, forecasts and predictions made by using the statistical model so built and data mining procedures shall be compared to the actual data; and the model shall be adjusted and updated accordingly. The scope of the project shall include the demonstration of the presentations of the studies undertaken in this context on the selected decision support tool.

The Contractor shall indicate in its proposal the additional software components it will use.

Another activity to be undertaken in this context is to create a Big Data infrastructure which shall enable queries to be executed on the data to be collected under the Project along with other data to be collected from other sources such as e-mails, news, text and table files, social media postings, web logs, blogs, photographs, videos, log files etc. The necessary solution shall be indicated in the reports at the analysis and design stage, and mechanisms shall be created to ensure that the system be developed to respond to such requirements which may arise in the future.

SECTION 5. PROPOSAL SUBMISSION FORM⁶*[insert: Location, Date]*

To: Naz Özgüç Yurtvermez, Portfolio Administrator
 United Nations Development Programme
 Birlik Mahallesi, Katar Caddesi, No: 11, 06610 Çankaya, Ankara – Turkey

Ref: UNDP-TUR-RFP-PROJ(EEI)-2016/11

Dear Sir/Madam:

We, the undersigned, hereby offer to provide professional services for “**Software Development for Web Based Energy Efficiency Portal**” in accordance with your Request for Proposal dated Nov 18, 2016 and our Proposal. We are hereby submitting our Proposal, which includes the Technical Proposal and Financial Proposal sealed under a separate envelope.

We hereby declare that:

- a) All the information and statements made in this Proposal are true and we accept that any misrepresentation contained in it may lead to our disqualification;
- b) We are currently not on the removed or suspended vendor list of the UN or other such lists of other UN agencies, nor are we associated with, any company or individual appearing on the 1267/1989 list of the UN Security Council;
- c) We have no outstanding bankruptcy or pending litigation or any legal action that could impair our operation as a going concern; and
- d) We do not employ, nor anticipate employing, any person who is or was recently employed by the UN or UNDP.
- e) We are not in the circumstances of disqualification or restriction set forth in the Laws No. 4734 and 4735 (or as per the relevant laws of the country in which we operate) and not in the circumstances of those that cannot participate in the procurement as per the same Law (or as per the relevant laws of the country in which we operate).
- f) We are not associated, or have not been associated in the past, directly or indirectly, with entities or any of their affiliates, which have been engaged by the Employer to provide consulting services for the preparation of the design specifications, other documents and/or the present RFP.

We confirm that we have read, understood and hereby accept the Terms of Reference describing the duties and responsibilities required of us in this RFP, and the General Terms and Conditions of UNDP’s Contract for Professional Services.

We agree to abide by this Proposal for 120 days.

We undertake, if our Proposal is accepted, to initiate the services not later than the date indicated in the Data Sheet.

We fully understand and recognize that UNDP is not bound to accept this Proposal that we shall bear all costs associated with its preparation and submission, and that UNDP will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the evaluation.

Yours sincerely,

Authorized Signature *[In full and initials]:* _____

Name and Title of Signatory: _____

Name of Firm: _____

Contact Details: _____

[please mark this letter with your corporate seal, if available]

⁶ No deletion or modification may be made in this form. Any such deletion or modification may lead to the rejection of the Proposal.

SECTION 6. DOCUMENTS ESTABLISHING THE ELIGIBILITY AND QUALIFICATIONS OF THE PROPOSER

Proposer Information Form⁷

Date: *[insert date (as day, month and year) of Proposal Submission]*

RFP No.: *[insert number]*

Page _____ of _____ pages

1. Proposer's Legal Name <i>[insert Proposer's legal name]</i>								
2. In case of Joint Venture (JV), legal name of each party: <i>[insert legal name of each party in JV]</i>								
3. Actual or intended Country/ies of Registration/Operation: <i>[insert actual or intended Country of Registration]</i>								
4. Year of Registration: <i>[insert Proposer's year of registration]</i>								
5. Countries of Operation			6. No. of staff in each Country			7. Years of Operation in each Country		
8. Legal Address/es in Country/ies of Registration/Operation: <i>[insert Proposer's legal address in country of registration]</i>								
9. Value and Description of Top two (2) Biggest Contract of the Proposer for the past five (5) years (2012, 2013, 2014, 2015, 2016) in the similar assignments. (Shall be substantiated with the submission of Statement of Satisfactory Performance / reference letters signed by the Top Clients indicated in the table. Documents without signature of the clients or any replacement documents (such as contract copies, etc.) that does not represent any information regarding performance of the proposer, status of the progress, etc. will not be considered.								
	Name of the assignment	Region and Country	Name of the Client	Contract Value	Period of Activity	Scope of the Work (Description of services completed)	Status or Date completed	References Contact Details (Name, Phone, e-mail)
1								
2								
10. Latest Credit Rating (if any)								
11. All information regarding any past and current litigation during the last two (2) years, in which the Proposer is involved, indicating the parties concerned, the subject of the litigation, the amounts involved, and the final resolution if already concluded.								
12. Proposer's Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i>								
13. Are you in the UNPD List 1267.1989 or UN Ineligibility List? (Y / N)								

⁷ The Proposer shall fill in this Form in accordance with the instructions. Apart from providing additional information, no alterations to its format shall be permitted and no substitutions shall be accepted.

14. Document requested in the Data Sheet

- a) Certificate of Registration of the business which evidences that the bidder has been legally established before the year 2013 including Articles of Incorporation, that demonstrates the year of establishment of the business, articles of association, shareholders etc. (In Turkey, this corresponds to the Trade Registry Gazette if the business as updated/revised its articles of association and/or the shareholders, the trade registry gazette(s) that demonstrate(s) the most updated information on these matters should be provided as well).
- b) Any official document demonstrates that the Proposer is operational at the time of the submission of the proposal (Proposers registered in Turkey shall submit the document obtained from Chamber of Commerce).
- c) Power of Attorney (required in case the proposal signed by a person who is not clearly identified as the authorized representative of the Proposer in the Certificate of Registration document.)
- d) Official Letter of Appointment (required if the proposal is signed by another person who is not indicated in the registration document or power of attorney)
- e) Tax Registration/Payment certificate issued by the Internal Revenue Authority evidencing that the proposer is updated with its tax payment obligations, or certificate of tax exemption, if any such privilege is enjoyed by the proposer,
- f) At least two (2) Statement of Satisfactory Performance / reference letters signed by the Top Clients in terms of Contract Value in the past 5 years for the similar assignments (2012, 2013, 2014, 2015, 2016). Documents without signature of the clients or any replacement documents (such as contract copies, etc.) that does not represent any information regarding the performance of the proposer will not be considered.
- g) Financial statements OR bank statements OR other records (certified by independent third parties) reflecting companies financial turnover (average 300,000 USD as min. requirement) and financial situation for the last three years
- h) If Joint Venture/Consortium – copy of the Memorandum of Understanding/Agreement or Letter of Intent to form a JV/Consortium, or Registration of JV/Consortium, if registered

Joint Venture Partner Information Form (if Registered)⁸

Date: *[insert date (as day, month and year) of Proposal Submission]*

RFP No.: *[insert number]*

Page _____ of _____ pages

1. Proposer's Legal Name: <i>[insert Proposer's legal name]</i>		
2. JV's Party legal name: <i>[insert JV's Party legal name]</i>		
3. JV's Party Country of Registration: <i>[insert JV's Party country of registration]</i>		
4. Year of Registration: <i>[insert Party's year of registration]</i>		
5. Countries of Operation	6. No. of staff in each Country	7. Years of Operation in each Country
8. Legal Address/es in Country/ies of Registration/Operation: <i>[insert Party's legal address in country of registration]</i>		
9. Value and Description of Top three (3) Biggest Contract for the past five (5) years		
10. Latest Credit Rating (if any)		
11. Brief description of litigation history (disputes, arbitration, claims, etc.), indicating current status and outcomes, if already resolved.		
12. JV's Party Authorized Representative Information Name: <i>[insert name of JV's Party authorized representative]</i> Address: <i>[insert address of JV's Party authorized representative]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers of JV's Party authorized representative]</i> Email Address: <i>[insert email address of JV's Party authorized representative]</i>		
13. Attached are copies of original documents of: <i>[check the box(es) of the attached original documents]</i> <input checked="" type="checkbox"/> All eligibility document requirements listed in the Data Sheet <input checked="" type="checkbox"/> Articles of Incorporation or Registration of firm named in 2. <input checked="" type="checkbox"/> In case of government owned entity, documents establishing legal and financial autonomy and compliance with commercial law.		

⁸ The Proposer shall fill in this Form in accordance with the instructions. Apart from providing additional information, no alterations to its format shall be permitted and no substitutions shall be accepted.

SECTION 7. TECHNICAL PROPOSAL FORM

Note: Technical Proposals not submitted in this format may be rejected. The financial proposal should be submitted in separate envelope.

TECHNICAL PROPOSAL TEMPLATE Software Development for Web Based Energy Efficiency Portal	
Name of Proposing Organization / Firm:	
Country of Registration:	
Name of Contact Person for this Proposal:	
Address:	
Phone / Fax:	
Email:	

SECTION 1 – EXPERTISE OF FIRM/ORGANISATION																																																																					
<p>Sub-Section 1.1: Organizational Capacity: This section should provide corporate orientation, including but not limited to the year and state/country of incorporation and a brief description of the Proposer's activities. <u>It should focus on services related to the Proposal.</u> Proposer should attach company profile, which should not exceed ten (10) pages, including printed brochures.</p> <p>1.1.1. General Experience: A brief description of corporate background and orientation with a focus on relevant experience and services (e.g. Provision of Sectoral Expertise for Detailed Energy Audits in Industry) delivered to multinational and international organizations.</p> <p>1.1.2. Financial Strength: This section should describe Proposer's current financial capabilities.</p> <p>Sub-Section 1.2: Relevance:</p> <p>1.2.1. Experience on Similar Programme/Projects: This section should initially provide a narrative presentation of the Proposer's experience in similar undertakings, preferably focusing on the Proposer's recent activities (2012 and onwards).</p> <p>For the purposes of this RFP, in order to be considered "similar",</p> <ul style="list-style-type: none"> • Web-based implementation of a user-friendly and client server software including complex mathematical functions and algorithms successfully completed in the public or private sector. • Implementation of energy-related algorithms (e.g. thermal systems, renewable energy systems, energy storage, exergy, energy, CO2 emission calculations, etc.) and/or economic analysis, additional points may be obtained during the evaluation of proposals. <p>Below list shall be completed for the similar programme/projects:</p> <table border="1"> <thead> <tr> <th></th> <th>Name of the assignment</th> <th>Region and Country</th> <th>Client</th> <th>Contract Value</th> <th>Period of Activity</th> <th>Relevant Sector(s)</th> <th>Scope of the Work (Description of the completed services)</th> <th>Status or Date completed</th> <th>References Contact Details (Name, Phone, e-mail)</th> </tr> </thead> <tbody> <tr> <td>1</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>2</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>3</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>.</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>n</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table> <p><i>The listed similar experiences shall be substantiated with Certificate of Satisfactory Performance / Reference Letters obtained from the clients. Documents without signature of the clients or any replacement documents (such as contract copies, etc.) that does not represent any information regarding performance of the proposer, status of the progress, etc. will not be considered.</i></p>											Name of the assignment	Region and Country	Client	Contract Value	Period of Activity	Relevant Sector(s)	Scope of the Work (Description of the completed services)	Status or Date completed	References Contact Details (Name, Phone, e-mail)	1										2										3										.										n									
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1.2.2. Relevant experience of the proposer

1.2.3. Experience on Projects in the Region/Country (Turkey): This section should provide a summary of the Proposer's experience in similar undertakings in the region/country (Turkey).

SECTION 2 – PROPOSED METHODOLOGY, APPROACH AND IMPLEMENTATION PLAN

This section should demonstrate the Proposer's responsiveness to the Terms of Reference by identifying the specific components proposed, addressing the requirements, as specified, point by point; providing a detailed description of the essential performance characteristics, proposed warranty; and demonstrating how the proposed methodology meets or exceeds the Terms of Reference (Section 2 of Technical Proposal Form should not exceed 10 pages, excluding the forms in the relevant section of this RFP).

Sub-section 2.1: Proposed Methodology and Approach: This section should focus on the (a) comments on the Terms of Reference; (b) the Technical Approach and Methodology; proposed by the Proposer; (c) Quality Assurance Mechanisms to be deployed; and Risks, identified, along with proposed risk mitigation strategies.

2.1.1. Comments on the Terms of Reference: The Proposer shall initially provide a description of the scope of the work, demonstrating the Proposer's understanding of the Terms of Reference.

Additionally, the Proposer shall present and justify here any improvement to the Terms of Reference it is proposing to improve performance in carrying out the assignment. Such suggestions should be concise and to the point, and incorporated in the Proposal.

2.1.2. Technical Approach and Methodology: Here the Proposer shall explain its understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output.

Proposer should highlight the problems being addressed and their importance, and explain the technical approach it would adopt to address them. Proposer should also explain the methodologies it proposes to adopt and highlight the compatibility of those methodologies with the proposed approach.

2.1.3. Quality Assurance and Risks: This sub-section should focus on the quality assurance mechanism to be proposed by the Proposer and risks to be identified by the Proposer, along with proposed risk mitigation strategies and measures.

Sub-section 2.2: Implementation Plan: In this sub-section the Proposer should propose the main activities of the Assignment, their content and duration, phasing and interrelations, milestones, and delivery dates of the reports, calculations, drawings, technical specifications, bills of quantities, any other technical documents regarding the Terms of Reference, tendering documents and any other deliverable regarding the successful and timely completion of the Assignment. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the Terms of Reference and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings and tables to be delivered as final output, should be included here.

2.2.1. Work Flow: Here the Proposers are expected to provide a logically sequenced, step-by-step work flow that demonstrates the inter-dependencies between the various steps of the Assignment in line with the ToR.

2.2.2. Milestones: This sub-section should clearly identify and list the critical milestones of the Assignment.

2.2.3. Time Plan: The Proposers are expected to present a time plan in the form of Gantt-Chart (Form 2.2.3), consistent with sub-section 2.2.1 and sub-section 2.2.2, and in line with the ToR.

SECTION 3: PERSONNEL

This section should fully explain the Proposer's resources in terms of personnel and facilities necessary for the performance of this requirement. It should describe the Proposer's current capabilities/facilities and any plans for their expansion.

Sub-section 3.1 Proposed Team Structure: This sub-section should introduce the proposed team that will fulfill the services within the scope of the Terms of Reference, and focus on the division of labor among the team members (job descriptions of all personnel to be assigned to the project), non-key personnel including management of contractual and technical relations with the Employers.

3.1.1. Resource Schedule (HR): This sub-section should demonstrate the resources in terms of human resources required to be deployed by the Proposer in order to achieve the contract objectives in a timely manner.

- The Proposer shall define whether any supportive personnel will be needed for undertaking the duties and responsibilities identified in the Terms of Reference. The supportive personnel should be considered as personnel having complementary and/or distinctive knowledge on the specified industrial sector in addition to the competencies of key personnel.
- In case a Proposer plans to engage additional personnel to this assignment, it will provide detailed description of works to be performed by these additional personnel and their working relations with the key personnel.

Proposed Team

Description / Title	Name & Surname	Estimated # of days to be invested during the whole assignment
Key Expert 1: Software Project Manager		
Key Expert 2: Energy Efficiency Expert		
Key Expert 3: Data Analysis Expert		
Key Expert 4: Software Architect		
Non-key Expert 1 / ...		
Non-key Expert 2 / ...		
...		

3.1.2. Existing Contractual Status of the Proposed Expert: Here the Proposer shall explain whether the proposed expert is a current employee of the Proposer's legal entity or will be outsourced. If s/he is a current employee, then the Proposer shall be responsible for providing legal proof on how many years s/he has been working for it.

Sub-section 3.2 Key Personnel: Provide CV(s) of the proposed key personnel, and copies of the diploma(s), documents demonstrating professional experience.
CVs should demonstrate qualifications in areas relevant to the Scope of Services.

Note(s):

The technical part of the Proposal should not contain any pricing information whatsoever on the services offered. Pricing information shall be separated and only contained in the appropriate Price Proposal(s).

Proposer's Proposal numbering system shall correspond with the numbering system used above. All references to descriptive material and brochures should be included in the appropriate response paragraph, though material/documents themselves may be provided as annexes to the Proposal/response.

Information which the Proposer considers proprietary, if any, should be clearly marked "proprietary" next to the relevant part of the text and it will then be treated as such accordingly.

Curriculum Vitae

Proposed position:

1. **Family name:**
2. **First name:**
3. **Date of birth:**
4. **Nationality:**
5. **Civil status:**
6. **Education:**

Institution	Degree obtained

7. **Language skills: Indicate competence on a scale of 1 to 5 (1 - excellent; 5 - basic)**

Language	Reading	Speaking	Writing
English			
Turkish			

8. **Membership of professional bodies:**
9. **Other skills:**
10. **Present position:**
11. **Years with the firm:**
12. **Key qualifications:**
13. **Professional experience:**

Date from – Date to	Location	Company & Reference person (name & contact details)	Position	Description

14. Training Courses Designed or Delivered:

15. Publications:

16. References

SECTION 8. FINANCIAL PROPOSAL FORM⁹

1. The Proposers shall fill out, sign and stamp the 'Price Schedules', which are going to be placed in the Inner Envelope III as indicated in the Instruction to Proposers and **Section 11 of the RFP**.
2. UN and its subsidiary organs are exempt from all taxes. Therefore, Proposers shall prepare their Financial Proposals, excluding VAT. It is the Proposer's responsibility to learn from relevant authorities (Ministry of Finance) and/or to review/confirm published procedures and to consult with a certified financial consultant as needed, to confirm the scope and procedures of VAT exemption application as per VAT Law and Ministry of Finance's Communiqués.
3. The format shown on the following pages is a requirement for the preparation of the Financial Proposal. Any deviation from this format will result in disqualification of the Proposer.
4. The payments will be made on lump sum basis upon submission of the respective deliverables by the Contractor and their approval by UNDP.
5. The Contractor(s) based in Turkey shall be paid in TL through conversion of the US\$ amount by the official UN exchange rate valid on the date of money transfer. The Contractors based in another country shall be paid in USD.
6. The total amount indicated in Table 8.1 will be taken into consideration for the contract amount and will be used as the basis for financial evaluation.
7. The unit prices indicated in Table 8.1 will have no effect in the financial evaluation but required to be provided as reference information for the total contract amount proposed.
8. The payments will be made on lump sum basis for the respective deliverables upon submission of the deliverable by the Contractor in full compliance with the TOR and acceptance by UNDP as indicated in Price Schedule.
9. In order for a deliverable to be accepted by UNDP, all relevant tasks listed in the TOR must be completed by the Contractor.
10. In case of non-acceptance by UNDP of a deliverable (due to incompliance with the TOR), the Contractor shall not be entitled to receive any amount from UNDP even if it invests time and human resources.
11. The Contractor shall be paid 20% of total contract price upon acceptance and approval by UNDP of the respective tasks and deliverables in that phase, irrespective of the price it quoted for that phase.

⁹ No deletion or modification can be made in this form. Any such deletion or modification may lead to the rejection of the Proposal.

TABLE 8.1 - PRICE SCHEDULE

Phase	Tasks	Deliverables ¹⁰	Unit Name	No of Units	Unit Price (USD)	Quantity	Total Price (USD)
Inception	1- Initiation of the project 2- Project organization and detailed project plan	Deliverable 1 - Project Inception Report Deliverable 2 - Project Management Plan	Experts (Please select and state in one separate row each expert to be deployed for this deliverable, from among the experts listed in Item I of Section 3 at ToR)	Human-day ¹¹			
			Travel (Please specify the route for each trip in one separate row) ¹²	round trip			
			Accommodation ¹³	per night			
			Other (Please specify main expenses)				
SUB TOTAL FOR INCEPTION PHASE							
Analysis & Design	1- Analysis 2- Design	Deliverable 3 - System analysis document Deliverable 4 - Portal content requirements Deliverable 5 - Software design properties document (Software Design Description-SDD) Deliverable 6 - Requirement traceability matrix Deliverable 7 - Portal design document	Experts (Please select and state in one separate row each expert to be deployed for this deliverable, from among the experts listed in Item I of Section 3 at ToR)	Human-day ¹¹			
			Travel (Please specify the route for each trip in one separate row) ¹²	round trip			
			Accommodation ¹³	per night			
			Other (Please specify main expenses)				

¹⁰ The Contractor shall not be entitled to any payments relating to any Task, unless the deliverables linked to that Task are submitted to UNDP on time and in full compliance with the Terms of Reference given in Section 4 / Clause D, and approved by UNDP.

¹¹ The number of days for the experts specified in this step shall be in line with the timeframes identified in Section 7.

¹² As applicable or needed.

¹³ As applicable or needed.

SUB TOTAL FOR ANALYSIS&DESIGN PHASE							
Development	1- Portal Development 2- Decision Support System Development 3- Integration 4- Test	Deliverable 8 - Running software components (as described in the system requirements document) Deliverable 9 - Running portal Deliverable 10 - Providing need assessment report for hardware and infrastructure. Deliverable 11 - Decision Support System that will meet the needs of reporting and comparison Deliverable 12 - Statistical model for data analysis, and a pilot application for estimation and prediction. Deliverable 13 - System development documents Deliverable 14 - Test reports Deliverable 15 - Revision requirement document Deliverable 16 - Revision design document	Experts (Please select and state in one separate row each expert to be deployed for this deliverable, from among the experts listed in Item I of Section 3 at ToR	Human-day ¹¹			
			Travel (Please specify the route for each trip in one separate row) ¹²	round trip			
			Accommodation ¹³	per night			
			Other (Please specify main expenses)				
			SUB TOTAL FOR DEVELOPMENT PHASE				

Pre-Operation	1- Supplement of the hardware and system software 2- Preparation of training materials 3- Training of the users & system administrators 4- Installation and deployment of the system 5- Data migration	Deliverable 17 - New system’s database that contains the old data Deliverable 18 - Data transfer activities documentation Deliverable 19 - Operation test and active operating environment	Experts (Please select and state in one separate row each expert to be deployed for this deliverable, from among the experts listed in Item I of Section 3 at ToR	Human-day ¹¹			
		Deliverable 20 - System installation and configuration documents Deliverable 21 - System administration and maintenance documentation Deliverable 22 - Training materials and participation charts Deliverable 23 - Training evaluation reports	Travel (Please specify the route for each trip in one separate row) ¹²	round trip			
			Accommodation ¹³	per night			
			Other (Please specify main expenses)				
		SUB TOTAL FOR PRE-OPERATION PHASE					
Warranty, stabilization, strengthening and improvement of the system	Warranty, stabilization, strengthening and improvement of the system	Deliverable 24 - Bug fixing Deliverable 25 - User experience improvements Deliverable 26 - Work flow improvements Deliverable 27 - Reports and statistics improvements Delivery 28 - Stabilization of the system Delivery 29 - Transferring the source code to the YEGM	Experts (Please select and state in one separate row each expert to be deployed for this deliverable, from among the experts listed in Item I of Section 3 at ToR	Human-day ¹¹			
			Travel (Please specify the route for each trip in one separate row) ¹²	round trip			
			Accommodation ¹³	per night			
			Other (Please specify main expenses)				
		SUB TOTAL FOR FINAL PHASE					
TOTAL CONTRACT AMOUNT					USD		

We hereby confirm that we read, understood and accepted the instructions and conditions provided in “Section 8 - Financial Proposal Form” without any reservation and prepared and submitted our proposal prepared in accordance with these instructions and conditions.

Signature

Duly authorized to sign Proposal for and on behalf of

(Name of Company)

Signature/Stamp of Entity/Date

Name of representative:

Address:

Telephone/Fax:

Email:

SECTION 9. FORM FOR PROPOSAL SECURITY

***(This must be finalized using the official letterhead of the Issuing Bank.
Except for indicated fields, no changes may be made on this template)***

To: UNDP
[Insert contact information as provided in Data Sheet]

WHEREAS [name and address of Contractor] (hereinafter called “the Proposer”) has submitted a Proposal to UNDP dated [Click here to enter a date.](#), to execute Services (hereinafter called “the Proposal”):

AND WHEREAS it has been stipulated by you that the Proposer shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security in the event that the Proposer:

- a) Fails to sign the Contract after UNDP has awarded it;
- b) Withdraws its Proposal after the date of the opening of the Proposals;
- c) Fails to comply with UNDP’s variation of requirement, as per RFP instructions; or
- d) Fails to furnish Performance Security, insurances, or other documents that UNDP may require as a condition to rendering the contract effective.

AND WHEREAS we have agreed to give the Proposer such this Bank Guarantee:

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Proposer, up to a total of [amount of guarantee] [in words and numbers], such sum being payable in the types and proportions of currencies in which the Price Proposal is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of [amount of guarantee as aforesaid] without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

This guarantee shall be valid up to 30 days after the final date of validity of bids.

SIGNATURE AND SEAL OF THE GUARANTOR BANK

Date

Name of Bank

Address

SECTION 10. FORM FOR PERFORMANCE SECURITY¹⁴

***(This must be finalized using the official letterhead of the Issuing Bank.
Except for indicated fields, no changes may be made on this template)
(For information purposes only, will be requested from the successful
Contractor at the time of contract)***

To: UNDP
[Insert contact information as provided in Data Sheet]

WHEREAS [*name and address of Contractor*] (hereinafter called “the Contractor”) has undertaken, in pursuance of Contract No. [Click here to enter text](#).dated [Click here to enter a date](#). , to execute Services (hereinafter called “the Contract”):

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract:

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee:

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of [*amount of guarantee*] [*in words and numbers*], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of [*amount of guarantee as aforesaid*] without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

This guarantee shall be valid until a date 30 days from the date of issue by UNDP of a certificate of satisfactory performance and full completion of services by the Contractor.

SIGNATURE AND SEAL OF THE GUARANTOR BANK

Date

Name of Bank

Address

¹⁴ If the RFP requires the submission of a Performance Security, which shall be made a condition to the signing and effectivity of the contract, the Performance Security that the Proposer's Bank will issue shall use the contents of this template (For information purposes only, will be requested from the successful Contractor at the time of contract)

SECTION 11. INSTRUCTIONS FOR PREPARATION AND SUBMISSION OF PROPOSALS

A. PREPARATION OF PROPOSALS

The Proposers shall prepare their Proposals in exactly the same envelopes, order and numbering/referencing stipulated in this RFP.

The Proposers shall prepare **'Indexes'** for each envelope which shows the Proposal parts corresponding to the sections in the RFP and TOR.

INNER ENVELOPES

The Proposal shall comprise the following inner envelopes with the required documentation/information:

a) Inner Envelope I:

This is the envelope for the documents that will be evaluated with respect to **'PASS/FAIL ELIGIBILITY CRITERIA'**. This envelope shall contain **1 (one) original hard copy** of the required content for that envelope in terms of information/documentation, etc.

The Proposers shall fill out, sign and stamp the Section 5 "Proposal Submission Form" and Section 6 "Documents Establishing the Eligibility and Qualifications of the Proposer" templates given in this RFP. All administrative documents requested in this RFP shall be submitted along with Section 6 as its annexes.

The 'Proposal Submission Form' given in Section 5 and Section 6 of the RFP **shall not contain any price information.** It shall be signed and stamped by the Proposers and placed in Inner Envelope I.

Lack of any one of the information/documentation required under PASS/FAIL ELIGIBILITY CRITERIA may result in rejection of the Proposal without further technical/financial evaluation.

b) Inner Envelope II:

This is the envelope for **"Section 7-Technical Proposal Submission Form"**. The envelope shall contain **1 (one) original hard copy and 1 (one) soft copy in pdf format (in USB)** of the required content for that envelope in terms of information/documentation, etc.

The Proposer shall respond to each and every section/subsection given in the Technical Proposal Form, given in Section 7 of this RFP. Each section/subsection of the Proposer's Proposal shall be placed in a separate section of the file **in exactly the same order given in the 'Technical Proposal Submission Form' and shall be listed in the index with its respective number in the Technical Proposal Form.**

"Technical Part of the Proposal" shall be placed in Inner Envelope II and shall not contain any price information.

c) Inner Envelope III:

This is the envelope for **'FINANCIAL PROPOSAL'**.

The Proposers shall fill out, sign and stamp the 'Price Schedules', templates of which are given in Section 8 of this RFP which are going to be placed in the Inner Envelope III.

OUTER ENVELOPE

The above listed three envelopes (Inner Envelope I, Inner Envelope II and Inner Envelope III) shall be placed in an 'Outer Envelope'.

B. SEALING AND MARKING OF PROPOSALS

The Proposers shall seal the Proposals in 1 (one) outer and 3 (three) inner envelopes, as detailed below:

a) The outer envelope:

The outer envelope shall contain 3 (three) inner envelopes and shall be addressed to UNDP Turkey Country Office. The outer envelope shall bear the following information on it:

United Nations Development Programme (UNDP)

UN House, Birlik Mah. Katar Caddesi

No: 11, 06610,

Çankaya, ANKARA

RFP: Sectoral Expertise for Detailed Energy Audits in Industry in Turkey

REF: UNDP-TUR-RFP-PROJ(EEI)-2016/11

LEGAL NAME and ADDRESS OF THE PROPOSER:

b) The inner envelopes:

All three inner envelopes shall bear the below information:

Name and Address of the Proposer:

Envelope Nr:

Envelope Content: (as described above)

Note, if the outer and inner envelopes are not sealed and marked as per the instructions in this clause, the procuring UNDP entity will not assume responsibility for the Proposal's misplacement or premature opening.

SECTION 12. CONTRACT FOR PROFESSIONAL SERVICES
THIS IS UNDP'S TEMPLATE FOR CONTRACT FOR THE PROPOSER'S REFERENCE. ADHERENCE
TO ALL TERMS AND CONDITIONS IS MANDATORY.

Date _____

Dear Sir/Madam,

Ref.: ____/____/____ [INSERT PROJECT NUMBER AND TITLE OR OTHER REFERENCE]

The United Nations Development Programme (hereinafter referred to as "UNDP"), wishes to engage your [company/organization/institution], duly incorporated under the Laws of _____ [INSERT NAME OF THE COUNTRY] (hereinafter referred to as the "Contractor") in order to perform services in respect of _____ [INSERT SUMMARY DESCRIPTION OF THE SERVICES] (hereinafter referred to as the "Services"), in accordance with the following Contract:

1. Contract Documents

- 1.1 This Contract is subject to the UNDP General Conditions for Professional Services attached hereto as Annex I. The provisions of such Annex shall control the interpretation of this Contract and in no way shall be deemed to have been derogated by the contents of this letter and any other Annexes, unless otherwise expressly stated under section 4 of this letter, entitled "Special Conditions".
- 1.2 The Contractor and UNDP also agree to be bound by the provisions contained in the following documents, which shall take precedence over one another in case of conflict in the following order:
- a) this Letter;
- b) the Terms of Reference [ref.dated.....], attached hereto as Annex II;
- c) the Contractor's Proposal [ref....., dated]
- d) The UNDP Request for Proposal [ref....., dated.....]
- 1.3 All the above shall form the Contract between the Contractor and UNDP, superseding the contents of any other negotiations and/or agreements, whether oral or in writing, pertaining to the subject of this Contract.

2. Obligations of the Contractor

- 2.1 The Contractor shall perform and complete the Services described in Annex II with due diligence and efficiency and in accordance with the Contract.
- 2.2 The Contractor shall provide the services of the following key personnel:

<u>Name</u>	<u>Specialization</u>	<u>Nationality</u>	<u>Period of service</u>
....
....

- 2.3 Any changes in the above key personnel shall require prior written approval of _____ [NAME and TITLE], UNDP.

- 2.4 The Contractor shall also provide all technical and administrative support needed in order to ensure the timely and satisfactory performance of the Services.

- 2.5 The Contractor shall submit to UNDP the deliverables specified hereunder according to the following schedule:

Phase	Tasks	Deliverables	Target Date for Submission to UNDP
Inception	1- Initiation of the project 2- Project organization and detailed project plan	Delivery 1 - Project Inception Report Delivery 2 - Project Management Plan	February 2017
Analysis & Design	1- Analysis 2- Design	Delivery 3 - System analysis document Delivery 4 - Portal content requirements Delivery 5 - Software design properties document (Software Design Description-SDD) Delivery 6 - Requirement traceability matrix Delivery 7 - Portal design document	March 2017
Development	1- Portal Development 2- Decision Support System Development 3- Integration 4- Test	Delivery 8 - Running software components (as described in the system requirements document) Delivery 9 - Running portal Delivery 10 - Providing need assessment report for hardware and infrastructure. Delivery 11 - Decision Support System that will meet the needs of reporting and comparison Delivery 12 - Statistical model for data analysis, and a pilot application for estimation and prediction. Delivery 13 - System development documents Delivery 14 - Test reports Delivery 15 - Revision requirement document Delivery 16 - Revision design document	April 2017
Pre-Operation	1- Supplement of the hardware and system software 2- Preparation of training materials 3- Training of the users & system administrators 4- Installation and deployment of the system 5- Data migration	Delivery 17 - New system's database that contains the old data Delivery 18 - Data transfer activities documentation Delivery 19 - Operation test and active operating environment Delivery 20 - System installation and configuration documents Delivery 21 - System administration and maintenance documentation Delivery 22 - Training materials and participation charts Delivery 23 - Training evaluation reports	May 2017
Warranty, stabilization, strengthening and improvement of the system	Warranty, stabilization, strengthening and improvement of the system	Delivery 24 - Bug fixing Delivery 25 - User experience improvements Delivery 26 - Work flow improvements Delivery 27 - Reports and statistics improvements Delivery 28 - Stabilization of the system Delivery 29 - Transferring the source code to the YEGM	July 2017

- 2.6 All reports shall be written in the English language, and shall describe in detail the services rendered under the Contract during the period of time covered in such report. All reports shall be transmitted by the Contractor by _____ **[MAIL, COURIER AND/OR FAX]** to the address specified in 9.1 below.
- 2.7 The Contractor represents and warrants the accuracy of any information or data provided to UNDP for the purpose of entering into this Contract, as well as the quality of the deliverables and reports foreseen under this Contract in accordance with the highest industry and professional standards.
3. Price and Payment
- 3.1 In full consideration for the complete and satisfactory performance of the Services under this Contract, UNDP shall pay the Contractor a fixed contract price of _____ **[INSERT CURRENCY & AMOUNT IN FIGURES AND WORDS]**.
- 3.2 The price of this Contract is not subject to any adjustment or revision because of price or currency fluctuations or the actual costs incurred by the Contractor in the performance of the Contract.

- 3.3 Payments effected by UNDP to the Contractor shall be deemed neither to relieve the Contractor of its obligations under this Contract nor as acceptance by UNDP of the Contractor's performance of the Services.
- 3.4 UNDP shall effect payments to the Contractor after acceptance by UNDP of the invoices submitted by the Contractor to the address specified in 9 below, upon achievement of the corresponding milestones and for the following amounts:

Phase	Tasks	Date for Submission to UNDP	Payment Weight (%)	Payment Amount (USD)
Inception	1- Initiation of the project 2- Project organization and detailed project plan	February 2017	20% of Total Contract Amount	
Analysis & Design	1- Analysis 2- Design	March 2017	20% of Total Contract Amount	
Development	1- Portal Development 2- Decision Support System Development 3- Integration 4- Test	April 2017	20% of Total Contract Amount	
Pre-Operation	1- Supplement of the hardware and system software 2- Preparation of training materials 3- Training of the users & system administrators 4- Installation and deployment of the system 5- Data migration	May 2017	20% of Total Contract Amount	
Warranty, stabilization, strengthening and improvement of the system	Warranty, stabilization, strengthening and improvement of the system	July 2017	20% of Total Contract Amount	
TOTAL CONTRACT AMOUNT:				

Invoices shall indicate the milestones achieved and corresponding amount payable.

4. Special conditions

- 4.1 The responsibility for the safety and security of the Contractor and its personnel and property, and of UNDP's property in the Contractor's custody, rests with the Contractor.

5. Submission of invoices

- 5.1 An original invoice shall be submitted by mail by the Contractor for each payment under the Contract to the following address:

.....

- 5.2 Invoices submitted by fax shall not be accepted by UNDP.

6. Time and manner of payment

6.1 Invoices shall be paid within thirty (30) days of the date of their acceptance by UNDP. UNDP shall make every effort to accept an invoice or so advise the Contractor of its non-acceptance within a reasonable time from receipt.

6.2 All payments shall be made by UNDP to the following Bank account of the Contractor:

_____ [NAME OF THE BANK]

_____ [ACCOUNT NUMBER]

_____ [ADDRESS OF THE BANK]

7. Entry into force. Time limits.

7.1 The Contract shall enter into force upon its signature by both parties.

7.2 The Contractor shall commence the performance of the Services not later than _____ [INSERT DATE] and shall complete the Services within _____ [INSERT NUMBER OF DAYS OR MONTHS] of such commencement.

7.3 All time limits contained in this Contract shall be deemed to be of the essence in respect of the performance of the Services.

8. Modifications

8.1 Any modification to this Contract shall require an amendment in writing between both parties duly signed by the authorized representative of the Contractor and _____ [NAME AND TITLE] UNDP.

9. Notifications

For the purpose of notifications under the Contract, the addresses of UNDP and the Contractor are as follows:

For the UNDP:

Name
Designation
Address
Tel. No.
Fax. No.
Email address:

For the Contractor:

Name
Designation
Address
Tel. No.
Fax. No.
Email address:

If the above terms and conditions meet with your agreement as they are typed in this letter and in the Contract Documents, please initial every page of this letter and its attachments and return to this office one original of this Contract, duly signed and dated.

Yours sincerely,

[INSERT NAME AND DESIGNATION]

For **[INSERT NAME OF THE COMPANY/ORGANIZATION]**

Agreed and Accepted:

Signature _____

Name: _____

Title: _____

Date: _____



UNDP GENERAL CONDITIONS OF CONTRACT FOR SERVICES

1.0 LEGAL STATUS:

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

2.0 SOURCE OF INSTRUCTIONS:

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

3.0 CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES:

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

4.0 ASSIGNMENT:

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

5.0 SUB-CONTRACTING:

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

6.0 OFFICIALS NOT TO BENEFIT:

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

7.0 INDEMNIFICATION:

The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, UNDP, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Contractor, or the Contractor's employees, officers, agents or sub-contractors, in the performance of this Contract. This provision shall extend,

inter alia, to claims and liability in the nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.

8.0 INSURANCE AND LIABILITIES TO THIRD PARTIES:

8.1 The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.

8.2 The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or the equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract.

8.3 The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.

8.4 Except for the workmen's compensation insurance, the insurance policies under this Article shall:

8.4.1 Name UNDP as additional insured;

8.4.2 Include a waiver of subrogation of the Contractor's rights to the insurance carrier against the UNDP;

8.4.3 Provide that the UNDP shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.

8.5 The Contractor shall, upon request, provide the UNDP with satisfactory evidence of the insurance required under this Article.

9.0 ENCUMBRANCES/LIENS:

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

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

11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

11.1 Except as is otherwise expressly provided in writing in the Contract, the UNDP shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the Contractor has developed for the UNDP under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract, and the Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for the UNDP.

11.2 To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of

its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, the UNDP does not and shall not claim any ownership interest thereto, and the Contractor grants to the UNDP a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.

11.3 At the request of the UNDP; the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to the UNDP in compliance with the requirements of the applicable law and of the Contract.

11.4 Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract shall be the property of the UNDP, shall be made available for use or inspection by the UNDP at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNDP authorized officials on completion of work under the Contract.

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

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

13.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:

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

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

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

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

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

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

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

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

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

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

13.3 The Contractor may disclose Information to the extent required by law, provided that, subject to and

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

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

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

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

14.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

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

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

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

14.4 The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in or for any areas in which the UNDP is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas or to any incidents of civil unrest occurring in such areas shall not, in and of itself, constitute force majeure under the Contract..

15.0 TERMINATION

15.1 Either party may terminate this Contract for cause, in whole or in part, upon thirty (30) days' notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16.2 ("Arbitration"), below, shall not be deemed a termination of this Contract.

15.2 UNDP reserves the right to terminate without cause this Contract at any time upon 15 days' prior written notice to the Contractor, in which case UNDP shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.

15.3 In the event of any termination by UNDP under this Article, no payment shall be due from UNDP to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract.

15.4 Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the

Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, the UNDP may, without prejudice to any other right or remedy it may have under the terms of these conditions, terminate this Contract forthwith. The Contractor shall immediately inform the UNDP of the occurrence of any of the above events.

16.0 SETTLEMENT OF DISPUTES

16.1 Amicable Settlement: The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of this Contract or the breach, termination or invalidity thereof. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the parties.

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

17.0 PRIVILEGES AND IMMUNITIES:

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

18.0 TAX EXEMPTION

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

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

19.0 CHILD LABOUR

19.1 The Contractor represents and warrants that neither it, nor any of its suppliers is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be

hazardous or to interfere with the child's education, or to be harmful to the child's health or physical mental, spiritual, moral or social development.

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

20.0 MINES:

20.1 The Contractor represents and warrants that neither it nor any of its suppliers is actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.

20.2 Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind of UNDP.

21.0 OBSERVANCE OF THE LAW:

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

22.0 SEXUAL EXPLOITATION:

22.1 The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all appropriate measures to prohibit its employees or other persons engaged by it from, exchanging any money, goods, services, offers of employment or other things of value, for sexual favors or activities, or from engaging in any sexual activities that are exploitive or degrading to any person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle UNDP to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

22.2 The UNDP shall not apply the foregoing standard relating to age in any case in which the Contractor's personnel or any other person who may be engaged by the Contractor to perform any services under the Contract is married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such Contractor's personnel or such other person who may be engaged by the Contractor to perform any services under the Contract.

23.0 AUTHORITY TO MODIFY:

Pursuant to the Financial Regulations and Rules of UNDP, only the UNDP Authorized Official possesses the authority to agree on behalf of UNDP to any modification of or change in this Agreement, 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 Agreement signed by the Contractor and jointly by the UNDP Authorized Official.