

## REQUEST FOR QUOTATION (RFQ) (Goods & Services)

UNDP IRH RBEC	DATE: 18 February 2020
	REFERENCE: UNDP-IRH-202002-RFQ-04

Dear Sir / Madam:

We kindly request you to submit your quotation for the design and development of a mobile application program for water saving (Hydro-Heroes App.), as detailed in Annex 1 of this RFQ. When preparing your quotation, please be guided by the form attached hereto as Annex 2.

Quotations may be submitted on or before **2<sup>nd</sup> March 2020** and via (choose appropriate box) ☒ *e-mail* to the address below:

**United Nations Development Programme**  
***procurement.irh@undp.org***

Quotations submitted by email must be limited to a maximum of **35 MB**, virus-free and no more than **5** email transmissions. They must be free from any form of virus or corrupted contents, or the quotations shall be rejected.

It shall remain your responsibility to ensure that your quotation will reach the address above on or before the deadline. Quotations that are received by UNDP after the deadline indicated above, for whatever reason, shall not be considered for evaluation. If you are submitting your quotation by email, kindly ensure that they are signed and in the .pdf format, and free from any virus or corrupted files.

Please take note of the following requirements and conditions pertaining to the supply of the abovementioned goods & services:

Exact Address/es of Delivery Location/s (identify all, if multiple)	Azerbaijan
Type of competition	International Competition
Latest Expected Delivery Date and Time ( <i>if delivery time exceeds this, quote may be rejected by UNDP</i> )	31 <sup>st</sup> July, 2020
Delivery Schedule	<input checked="" type="checkbox"/> Required

Preferred Currency of Quotation <sup>1</sup>	<input checked="" type="checkbox"/> United States Dollars
Value Added Tax on Price Quotation <sup>2</sup>	<input checked="" type="checkbox"/> Must be exclusive of VAT and other applicable indirect taxes
After-sales services required	<input checked="" type="checkbox"/> Warranty on the developed app. for minimum 1 year <input checked="" type="checkbox"/> Technical Support Whenever needed during the first year of operation
Deadline for the Submission of Quotation	COB, <b>Monday, 2<sup>nd</sup> March. 2020 by 17:00 Istanbul Time (UTC +3)</b>
All documentations, including catalogs, instructions and operating manuals, shall be in this language	<input checked="" type="checkbox"/> English
Documents to be submitted <sup>3</sup>	<input checked="" type="checkbox"/> Duly Accomplished Form as provided in Annex 2, and in accordance with the list of requirements in Annex 1; <input checked="" type="checkbox"/> Confirmation that licenses of this nature have been obtained in the past in the republic of Azerbaijan, and an expectation of obtaining all the necessary licenses should the quotation be selected; <input checked="" type="checkbox"/> Quality Certificates (ISO, etc.); <input checked="" type="checkbox"/> Latest Business Registration Certificate; <input checked="" type="checkbox"/> Latest Internal Revenue Certificate / Tax Clearance; <input checked="" type="checkbox"/> Manufacturer's Authorization of the Company as a Sales Agent (if Supplier is not the manufacturer); <input checked="" type="checkbox"/> Certificate of Exclusive Distributorship in the country (if applicable, and if Supplier is not the manufacturer); <input checked="" type="checkbox"/> Evidence/Certification of Environmental Sustainability ("Green" Standards) of the Company or the Product being supplied; <input checked="" type="checkbox"/> Written Self-Declaration of not being included in the UN Security Council 1267/1989 list, UN Procurement Division List or other UN Ineligibility List; <input checked="" type="checkbox"/> Documentation on the company's relevant experience in the past 3 years. <input checked="" type="checkbox"/> Minimum 3 contracts of similar value, nature and complexity implemented over the last 3 years <input checked="" type="checkbox"/> CV's for the Key staff from the company that will be assigned to this contract.
Period of Validity of Quotes starting the Submission Date	<input checked="" type="checkbox"/> 90 days In exceptional circumstances, UNDP may request the Vendor to extend the validity of the Quotation beyond what has been initially indicated in this RFQ. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Quotation.
Partial Quotes	<input checked="" type="checkbox"/> Not permitted
Payment Terms <sup>4</sup>	In 4 installments upon the delivery and approval of the schedule in Terms of Reference

<sup>1</sup> Local vendors must comply with any applicable laws regarding doing business in other currencies. Conversion of currency into the UNDP preferred currency, if the offer is quoted differently from what is required, shall be based only on UN Operational Exchange Rate prevailing at the time of UNDP's issuance of Purchase Order.  
<https://treasury.un.org/operationalrates/OperationalRates.php>

<sup>2</sup> This must be reconciled with the INCO Terms required by the RFQ. Furthermore, VAT exemption status varies from one country to another. Pls. tick whatever is applicable to the UNDP CO/BU requiring the goods.

<sup>3</sup> First 2 items in this list are mandatory for the supply of imported goods

	<input checked="" type="checkbox"/> 1st installment 10%; 2nd Installment 20%; 3rd installment 40%, and 4th Installment 30%.
Liquidated Damages	Percentage of contract price per day of delay: 0.5% Maximum number of days of delay 20, after which UNDP may terminate the contract.
Evaluation Criteria <i>[check as many as applicable]</i>	<input checked="" type="checkbox"/> Technical responsiveness/Full compliance to requirements and lowest price <sup>5</sup> <input checked="" type="checkbox"/> Registration of the company in Azerbaijan to provide services with the same nature as the one in this TOR. <input checked="" type="checkbox"/> Unregistered company in Azerbaijan must have the license to work in Azerbaijan; <input checked="" type="checkbox"/> Full acceptance of the PO/Contract General Terms and Conditions <i>[this is a mandatory criterion and cannot be deleted regardless of the nature of services required]</i> <input checked="" type="checkbox"/> Earliest Delivery / Shortest Lead Time <sup>6</sup> <input checked="" type="checkbox"/> Qualification of the Company in developing Mobil Apps <input checked="" type="checkbox"/> Qualification of the Company in providing Information Technology services <input checked="" type="checkbox"/> Previews Work done by the company in the past 3 years relevant to designing mobile applications <input checked="" type="checkbox"/> Qualification of the company technical Staff who will be assigned to this contract <input checked="" type="checkbox"/> Warranty of the delivered System for one full year <input checked="" type="checkbox"/> The Company procedure for providing technical support during the warranty period
UNDP will award to:	<input checked="" type="checkbox"/> One and only one supplier
Type of Contract to be Signed	<input checked="" type="checkbox"/> Contract for Professional Services
Special conditions of Contract	<input checked="" type="checkbox"/> Cancellation of PO/Contract if the delivery/completion is delayed by 20 days from 31 July 2020
Conditions for Release of Payment	<input checked="" type="checkbox"/> Approval of Detail Work Plan <input checked="" type="checkbox"/> Approval of all detailed design of the Hydro Heroes Mobil App. <input checked="" type="checkbox"/> Full installation of the Beta version of the Hydro Heroes Mobil App at Azersu information center, training of staff on how to use the App., and start the test period of the App. <input checked="" type="checkbox"/> Full installation of final version of the Hydro Heroes Mobil App free of bugs in Azersu information center, submit the user manual and the technical manual of this App.

<sup>4</sup> UNDP preference is not to pay advanced amount upon signing of contract. If vendor strictly requires advanced payment, it will be limited only up to 20% of the total price quoted. For any higher percentage, or advanced payment of \$30,000 or higher, UNDP shall require the vendor to submit a bank guarantee or bank cheque payable to UNDP, in the same amount as the advanced payment made by UNDP to the vendor.

<sup>5</sup> UNDP reserves the right not to award the contract to the lowest priced offer, if the second lowest price among the responsive offer is found to be significantly more superior, and the price is higher than the lowest priced compliant offer by not more than 10%, and the budget can sufficiently cover the price difference. The term "more superior" as used in this provision shall refer to offers that have exceeded the pre-determined requirements established in the specifications.

<sup>6</sup> This shall be used for time-critical and/or exigent requirements (e.g., post-crisis emergencies, elections, etc.).

Annexes to this RFQ <sup>7</sup>	<input checked="" type="checkbox"/> Specifications of the required Hydro Heroes Mobil Application (Annex 1) <input checked="" type="checkbox"/> Form for Submission of Quotation (Annex 2) <input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions: <a href="http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html">http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html</a> (Annex 3) <input checked="" type="checkbox"/> Written Declaration (Annex 4)  Non-acceptance of the terms of the General Terms and Conditions (GTC) shall be grounds for disqualification from this procurement process.
Contact Person for Inquiries (Written inquiries only) <sup>8</sup>	<i>procurement.irh@undp.org</i> <i>All questions must be received 5 days before the submission deadline</i> Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers.

Goods offered shall be reviewed based on completeness and compliance of the quotation with the minimum specifications described above and any other annexes providing details of UNDP requirements.

The quotation that complies with all of the specifications, requirements and offers the lowest price, as well as all other evaluation criteria indicated, shall be selected. Any offer that does not meet the requirements shall be rejected.

Any discrepancy between the unit price and the total price (obtained by multiplying the unit price and quantity) shall be re-computed by UNDP. The unit price shall prevail and the total price shall be corrected. If the supplier does not accept the final price based on UNDP's re-computation and correction of errors, its quotation will be rejected.

After UNDP has identified the lowest price offer, UNDP reserves the right to award the contract based only on the prices of the goods in the event that the transportation cost (freight and insurance) is found to be higher than UNDP's own estimated cost if sourced from its own freight forwarder and insurance provider.

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

Any Purchase Order that will be issued as a result of this RFQ shall be subject to the General Terms and Conditions attached hereto. The mere act of submission of a quotation implies that the vendor accepts without question the General Terms and Conditions of UNDP herein attached as Annex 3.

UNDP is not bound to accept any quotation, nor award a contract/Purchase Order, nor be responsible for any costs associated with a Supplier's preparation and submission of a quotation, regardless of the outcome or the manner of conducting the selection process.

Please be advised that UNDP's vendor protest procedure is intended to afford an opportunity to appeal for persons or firms not awarded a purchase order or contract in a competitive procurement process. **In the event that**

<sup>7</sup> Where the information is available in the web, a URL for the information may simply be provided.

<sup>8</sup> 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 received.

you believe you have not been fairly treated, you can find detailed information about vendor protest procedures in the following link:

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

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

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

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

**Sincerely yours,**

*Procurement IRH  
18 February 2020*

## Technical Specification

### General Information

#### 1. Title

Design and development of the Water Saving Mobile Application (Hydro Heroes Mobile APP.). The contractor will also train the project staff on the use of this developed APP.

#### 2. Project Title

UNDP GEF Kura Project “Advancing Integrated Water Resource Management (IWRM) across the Kura river basin through implementation of the transboundary agreed actions and national plans”

#### 3. Project Description

Project will be implementing the **Strategic Action Program (SAP)** for the Kura River Basin in partnership with the Governments of Georgia and Azerbaijan. The SAP is framed around four agreed Ecosystem Quality Objectives (EQO) which are:

- To achieve sustainable utilization of water resources to ensure access to water and preserve ecosystem services;
- To achieve water quality such that it would ensure access to clean water for present and future generations and sustain ecosystem functions in the Kura river basin;
- To achieve and maintain ecosystem status whereby they provide essential environmental and socio-economic services in a sustainable manner in the Kura River Basin; and,
- To achieve mitigation of adverse impacts of flooding and climate change on infrastructures, riparian ecosystems and communities.

The GEF will support priority activities towards these objectives. The GEF funded SAP implementation Project has the objective “to integrate water resources management in the Kura river basin to address water-energy-food-ecosystem security nexus through the implementation of agreed actions in the SAP”.

There will be five components to support the countries to achieve this objective. One of the main components of the Project is component 3, “Stress reduction in critical areas and pre-feasibility studies to identify investment opportunities for improving river system health”. This component has 3 main outputs where output 3.1 is “Showcase technologies to reduce factual water losses in different sectors”, where the project hired a water supply and demand management international consultant to assess the water supply and demand systems for both the municipal and agriculture sectors in Azerbaijan and Georgia. He identified the main challenges facing each country in water use efficiency in each sector and developed national level plans for the appropriate measures to reduce factual losses in these two sectors in each country. One of the main challenges facing the two countries in rational water use in the municipal water supply sector is the high rate of leakage in the distribution system due to the current conditions of these networks that is very old and need rehabilitation. Therefore, improving the response time to fix any leakage in the distribution system will reduce the water losses and also reduce the cost of treatment of the municipal water.

Therefore, the Kura II project will develop the Hydro-Heroes water saving mobile application as an opportunity to empower stakeholders to report water leakages from their mobile phones directly to the municipal water companies,

and learn about conserving water in the process. The app is targeted for youth aged 14-35, but can be used by anyone to report leakages using mobile phones and geolocation, linking into the on-line system that municipal water companies current have. Games within the app can be used by all ages.

The Hydro Heroes Water Saving App will link as an educational and entertainment app that will be used with social media platforms including Instagram, Facebook, Twitter, What'sApp, TikTok.

It is further envisioned to include an educational platform in this app, "The Hydro-Heroes Challenge," which will encourage youth to learn about water saving tips and techniques. The Hydro Hero's app results will be shared on social media through, etc. It will be globally alterable, and work on iOS and Android.

This Terms of Reference (TOR) was developed to implement this water saving mobile application by one of the qualified Azerbaijani IT companies or IT companies which has the license to work in Azerbaijan with proper knowledge and experience in the design and implementation of such applications.

#### **4. Scope of Work**

Supplier will conduct users' needs assessment through meetings with main stakeholders (UNDP-GEF Kura II PCU and Azersu) and develop a detailed design of the mobile application that can meet all the users requirements. The supplier will then present this design to the main stakeholders and collect comments to develop the final version of the design document of the water saving application. The supplier will then write the computer code for that application, load it in Azersu information center, test it in real environment, and handover the final version of the water saving application together with all users and technical documentations. The supplier will also provide training to the representatives on the main stakeholders on the use of this application.

#### **5. Institutional Arrangements**

The contractor will work under direct supervision of and will be directly reporting to the UNDP-GEF Kura II Project PCU in Baku, Azerbaijan. The contractor shall work in close cooperation with the technical staff in Azersu information center to ensure integrity and compatibility of the developed application with the existing system in Azersu. The contractor shall submit reports on completion of the tasks to the project PCU.

#### **6. Duration of the Work**

110 days after signing of the contract.

#### **7. Workplace**

The contractor will develop the draft version of the water saver application in his premises and download it and test it at Azersu information center. The training on the use of this water saving application will be done on the training center of the UNDP-GEF Kura II project PCU in Baku.

#### **8. Technical specifications of the required Water Saving Application**

- 1. Gamification of water leak reporting by users and of the water cycle, and augmented reality for Kura Box Learning Toolkit.**
  - Game for identifying and reporting leaks –linked to social media

It is envisioned that the app will include features that use geolocation and will allow the players to upload photos, receive a notification when the report has been received by the municipal water authorities (AzerSu in Azerbaijan), and receive a notification from the company when the repair has been made. It will also allow the users to take photos of the repair and to acknowledge the work of the municipal water company by thanking the work crews. Thus, the workers and AzerSu/the municipal water supply company are acknowledged for their contribution in saving water. – This will be shared with Social Media. The App developer will be responsible for coordination with AzerSu, with support of the Kura II Project Management.

- **Gamification of water cycle following a drop through various aspects of the water cycle – using phone level to allow user to guide the drop.**

- **Augmented Reality for [the Kura Box](#) with information about the Kura Basin**

To boost interest and attract users to use the app and access the Kura Box (also available in Azerbaijani language);

- **Gamification of activities in [the Kura Box](#) for age groups from under 10 to adults.**

## **2. Water Hacks**

- Shower timer for playing music on phone set to specific time (5 min maximum) for water savings
- Water sounds for relaxation
- Daily/weekly water hacks conservation and water quality care reminders- pop-ups and
- Ability for users to make water saving hack recommendations

## **3. Videos for Users to be made by firm**

8 short videos on water savings, water quality management, nature based solutions, etc. (3-D tours of waste water treatment plant and drinking water treatment plant

- 3-D tour of Kura River Basin selected spots with “a tour of the river”
- 3-D tour of water pumping stations
- 3-D tour of water saving technologies – drip irrigation, low flow toilets, showerheads etc
- Videos made by Project Communications team to be uploaded to the App
- ability for users to upload videos of suggested hacks

The app will be developed and tested and refined in Azerbaijani and English with the strong support of UNDP-GEF Kura II project, and then tested for alterability in Georgia with the United Water Supply Company of Georgia with translation into Georgian. The language of the user interface on the app must be easy to change in order to ensure the applicability across countries and locations. Once tested in Azerbaijan and Georgia, it will be shared more widely for global distribution. User statistics via analytics must also be included to enable oversight of number of reports created, sub app uses, etc.

## **4. Technical Aspects to link the proposed App system with AzerSu current system for reporting on Maintenance service for the water supply and sewage networks:**

Maintenance service for the water supply and sewage system is done through e-government portal. While responding to the inquiries, text type information should be in line with UNICODE standards.



The following needs to be in order to send inquiries:

- Inquiry type code \*
- Inquiry reason code \*
- Inquiry submitting person's FID Code from the ID Card \* or email address
- GPS or address coordinates of the area where water supply and sewage accident happened \* (information from the address registry book)
- Picture of the accident \*
- Inquiry submitting person's contact numbers \*
- Inquiry submitting person's email address \*
- Description or additional notes about the inquiry \*

The followings can be submitted for "Inquiry type" and "Inquiry reason". Code related with the description should be submitted through the service.

Inquiry type code	Inquiry type	Inquiry reason code	Inquiry reason
11	Water supply	9	Accident in the water network
		10	No water supply or concerns regarding the water supply graphic
		11	Mixing dirty water into clean water
		12	Dissatisfaction with water content/quality
		13	Water supply interruption, no flow
10	Sewage	14	Accident in the sewage system
		15	Request to upgrade the sewer system
		16	Sewage leak in the basement
		17	No manhole
		18	Accident in the rainwater network

## 5. Webpage for the accident registration

Service URL:

Method title: **GetAccidentInfoByData**

How this method is referred: POST

Description: Registration of the accidents and leakages

Input information

Name	Description	Type
muraciet_nov	Inquiry type code	int
muraciet_sebeb	Inquiry reason code	int
fin	Inquiry submitting person's FID Code from the ID Card	string
latitude	<b>Lattitude (X coodrinat) of the area where water supply and sewage accident happened</b>	string
longitude	<b>Longitude (Y coodrinat) of the area where water</b>	string

	<b>supply and sewage accident happened</b>	
muraciet_unvan	Address of the accident area	string
shekil	Picture of the accident area (base64)	string
telefon	Inquiry submitting person's contact numbers	string
epoct	Inquiry submitting person's email address	string
qeyd	Description or additional notes about the inquiry	text

Output information

Name	Description	Type
muraciet_id	Inquiry number	int

Status assigned to the inquiries

error_code	Description
200	Successful inquiry
400	Unsuccessful inquiry

The app developer must ensure that the proposed system will enable receiving response from AzerSu system in the following cases:

- Confirmation from AzerSu maintenance system when the complaint successfully received by system and thank the user with a promise to fix it as soon as possible.
- Message from AzerSu maintenance system to the user to confirm that the problem was fixed

Also, the App developer must ensure that the proposed system will allow the user to send acknowledgement to AzerSu when he/she finds out that the field work to fix the problem starts.

**The Contractor is obliged to carry out:**

- Users' needs assessment survey with the main stakeholders (UNDP-GEF Kura II project PCU, Azersu).
- Developing detailed design document describing the main features of the proposed water saving applications and the requirements to operate and maintain it properly.
- Presenting the design document of the water saving application to the representatives of the main stakeholders and collect comments to develop the final version of the design document.
- Send the final version of the design document to the UNDP-GEF Kura II project CTA/RC for her approval.
- Develop the programing code for the proposed water saving application in close cooperation with Azersu information center representatives and UNDP-GEF Kura II project PCU.
- Download the Beta version of the water saving application at Azersu information center and train the representatives of the main stakeholders on the operation of this application
- Testing the Beta version of the water saving application for 2 weeks in close cooperation with the representatives of the main stakeholders
- Download the final version of the water saving application at Azersu information center after fixing any errors noticed during the test period of the Beta version.
- Submit full package of the final version of the water saving application including the source code and the operation and technical manuals.
- Provide technical support to fix any errors in the developed water saving application during the first year of operation.

## **Additional information for RFQ**

### **Timing**

The design, development, testing, and handover of the water saving application should be executed in the period 25<sup>th</sup> of March 2020 – 15 July 2020.

### **Deliverable**

Fully installed and functioning water saving mobile application at Azersu information center. This includes:

1. Detailed work plan for the different tasks for the design and development of the water saving mobile application.
2. Report on the final design of the proposed water saving mobile application.
3. Final version of the source code of the water saving mobile application
4. 3 copies of the operation and maintenance manuals for the developed water saving mobile application (2 copies in Azerbaijani language, and 1 copy in English Language)
5. Conducting training on the operation of the developed water saving mobile application for 8 representatives from the main stakeholders (UNDP-GEF Kura II project will provide the venue and all facilities to conduct this training).

### **Payment schedule**

The payment schedule will be as follows:

1. Approval of the detailed work plan showing the different tasks for the design and development of the water saving mobile application and the time frame for each task ---- 10% of the total contract value by 1<sup>st</sup> of April 2020
2. Approval of the technical report on the detailed design of the proposed water saving Mobil App--- 20% of the total contract value by 30 April 2020.
3. Full installation of the Beta version of the Water saving Mobil App at Azersu information center, training of staff on how to use the App., and start the test period of the App---- 40% of the total contract value by 30 June 2020.
4. Full installation of final version of the Water Saving Mobil App free of bugs in Azersu information center, submit the user manual and the technical manual of this App ---- 30% of the total contract value by 15 July 2020.

### **Qualifications**

Assessment of tender bids will be based on the following obligatory key criteria:

- Minimum 3-year experience in design and development of mobile applications;
- The number and qualifications of technicians working in the design and development of the mobile applications along with their CVs;
- The availability of the after-sales technical support services for the developed system
- The company procedure to provide technical support during the warranty period for the developed system
- Minimum 3 contracts of similar value, nature and complexity implemented over the last 3 years.

## FORM FOR SUBMITTING SUPPLIER'S QUOTATION<sup>9</sup>

*(This Form must be submitted only using the Supplier's Official Letterhead/Stationery<sup>10</sup>)*

We, the undersigned, hereby accept in full the UNDP General Terms and Conditions, and hereby offer to supply the items listed below in conformity with the specification and requirements of UNDP as per RFQ Reference No. \_\_\_\_\_:

**TABLE 1 : Offer to Supply Services Compliant with Terms of Reference**

Deliverable/ Activity description	Description	Percentage	Delivery Time	UOM	Quantity	Unit Price in USD	Total In USD
Detailed work plan for the design, development, and testing the proposed water saving mobile application	Professional Fee	10% of the total amount	1 <sup>st</sup> Of April 2020	Man/day			
	Other Costs: (please specify)			EA			
Report on the final design of the proposed water saving mobile application	Professional Fee	20% of the total amount	30 <sup>th</sup> April 2020	Man/day			
	Other Costs: (please specify)			EA			
Final version of the source code of the water saving mobile application	Professional Fee	40% of the total amount	30 <sup>th</sup> June 2020.	Man/day			
3 copies of the operation and maintenance manuals for the developed water saving mobile application (2 copies in Azerbaijani language, and 1 copy in English Language)	Other Costs: (please specify)			EA			
Conducting training on the operation of the developed water saving mobile application for 8 representatives from the main stakeholders (UNDP-GEF Kura II project will provide the venue and all facilities to conduct this training).	Professional Fee	20% of the total amount	15 <sup>th</sup> July 2020	Man/day			

<b>Total cost including VAT (USD)</b>	
<b>VAT Value (USD)</b>	
<b>Total cost Excluding VAT (USD)</b>	

<sup>9</sup> This serves as a guide to the Supplier in preparing the quotation and price schedule.

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

**TABLE 2: Offer to Comply with Other Conditions and Related Requirements**

<b>Other Information pertaining to our Quotation are as follows:</b>	<b>Your Responses</b>		
	<b><i>Yes, we will comply</i></b>	<b><i>No, we cannot comply</i></b>	<b><i>If you cannot comply, pls. indicate counter proposal</i></b>
Delivery Lead Time for all equipment			
Warranty and After-Sales Requirements			
a) Training on Operations and Maintenance			
b) The warrantee period for the developed water saving mobile application for one full year of operation.			
Validity of Quotation			
All Provisions of the UNDP General Terms and Conditions			
ISO certified products			
Prepare Detailed work plan for the design, development, testing, training, and handover of the water saving mobile application, and submit it to the project PCU asking the approval of the project CTA/RC;			
Full installation of the Beta version of the developed water saving mobile application in Azersu information system.			
Testing the functionality of the installed application in Azersu information center for 15 days and develop report on the test results			
Full installation of the final version of the water saving application in Azersu information center free of bugs.			
Conduct training for 8 representatives from the main stakeholders on the operation of the developed water saving mobile application (UNDP-GEF Kura II project will provide the venue and all logistics to conduct this training)			
Handover the developed water saving mobile application to the UNDP/GEF Kura II project technical committee. The handover will include: <ul style="list-style-type: none"> <li>- The source code for the developed application</li> <li>- 3 Copies of the technical and users</li> </ul>			

Manuals (2 copies in Azerbaijani Language, 1 copy in English)			
Provide technical assistance for the installed application during the warranty period (one year) including fixing any errors or bugs that may exist during this period.			

All other information that we have not provided automatically implies our full compliance with the requirements, terms and conditions of the RFQ.

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

## GENERAL TERMS AND CONDITIONS FOR INSTITUTIONAL (DE MINIMIS) CONTRACTS

This Contract is between the United Nations Development Programme, a subsidiary organ of the United Nations established by the General Assembly of the United Nations (hereinafter “UNDP”), on the one hand, and a company or organization indicated in the Face Sheet of this Contract (hereinafter the “Contractor”), on the other hand.

**1. LEGAL STATUS OF THE PARTIES:** UNDP and the Contractor shall be referred to as a “Party” or, collectively, “Parties” hereunder, and:

**1.1** Pursuant, *inter alia*, to the Charter of the United Nations and the Convention on the Privileges and Immunities of the United Nations, the United Nations, including its subsidiary organs, has full juridical personality and enjoys such privileges and immunities as are necessary for the independent fulfillment of its purposes.

**1.2** The Contractor shall have the legal status of an independent contractor *vis-à-vis* UNDP, and nothing contained in or relating to the Contract shall be construed as establishing or creating between the Parties the relationship of employer and employee or of principal and agent. The officials, representatives, employees, or subcontractors of each of the Parties shall not be considered in any respect as being the employees or agents of the other Party, and each Party shall be solely responsible for all claims arising out of or relating to its engagement of such persons or entities.

**2. OBLIGATIONS OF THE CONTRACTOR:**

**2.1** The Contractor shall perform and complete the services described in the Terms of Reference and Schedule of Payments (hereinafter the “Services”), with due diligence and efficiency, and in accordance with this Contract. The Contractor shall also provide all technical and administrative support needed in order to ensure the timely and satisfactory performance of the Services.

**2.2** 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.

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

**3. LONG TERM AGREEMENT:** If the Contractor is engaged by UNDP on the basis of a long-term agreement (“LTA”) as indicated in the Face Sheet of this Contract, the following conditions shall apply:

**3.1** UNDP does not warrant that any quantity of Services shall be ordered during the term of the LTA.

**3.2** Any UNDP business unit, including, but not limited to, a Headquarters unit, a Country Office or a Regional Centre, as well as any United Nations entity, may benefit from the retainer and order Services from the Contractor hereunder.

**3.3** The Contractor shall provide the Services, as and when requested by UNDP and reflected in a purchase order, which shall be subject to the terms and conditions stipulated in this Contract. For the avoidance of doubt, UNDP shall acquire no legal obligations towards the Contractor unless and until a purchase order is issued.

**3.4** The Services shall be at the Discount Prices annexed hereto. The prices shall remain in effect for a period of three years from the Starting Date stated in the Face Sheet of this Contract.

**3.5** In the event of any advantageous technical changes and/or downward pricing of the Services during the term of the retainer, the Contractor shall notify UNDP immediately. UNDP shall consider the impact of any such event and may request an amendment to the retainer.

**3.6** The Contractor shall report semi-annually to UNDP on the Services provided, unless otherwise specified in the Contract. Each report should be submitted to the UNDP Contact Person indicated in as indicated in the Face Sheet hereto, as well as to a UNDP business unit that has placed a purchase order for the Services during the reporting period.

**3.7** The LTA shall remain in force for the maximum period of two years and may be extended by UNDP for one additional year by mutual agreement of the Parties.

#### **4. PRICE AND PAYMENT:**

**4.1 FIXED PRICE:** If Fixed Price is chosen as a payment method pursuant to the Face Sheet of this Contract, in full consideration for the complete and satisfactory provision of the Services, UNDP shall pay the Contractor a fixed amount indicated in the Face Sheet of this Contract.

4.1.1 The amount stated in the Face Sheet 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.

4.1.2 UNDP shall effect payments to the Contractor in the amounts and pursuant to the schedule of payments set forth in the Terms of Reference and Schedule of Payments, upon completion by the Contractor of the corresponding deliverable(s) and upon acceptance by UNDP of the original invoices submitted by the Contractor to the UNDP Contact Person indicated in the Face Sheet of this Contract, together with whatever supporting documentation that may be required by UNDP:

4.1.3 Invoices shall indicate a deliverable completed and the corresponding amount payable.

4.1.4 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 provision of the Services.

**4.2 COST REIMBURSEMENT:** If Cost Reimbursement is chosen as a payment method pursuant to the Face Sheet of this Contract, in full consideration for the complete and satisfactory provision of the Services under this Contract, UNDP shall pay the Contractor an amount not exceeding the total amount stated in the Face Sheet of this Contract.

4.2.1 The said amount is the maximum total amount of reimbursable costs under this Contract. The breakdown of costs contained in the Financial Proposal, referred to in the Face Sheet to this Contract shall specify the maximum amount per each cost category that is reimbursable under this Contract. The Contractor shall specify in its invoices or financial reports (as required by UNDP) the amount of the actual reimbursable costs incurred in the provision of the Services.

4.2.2 The Contractor shall not provide the Services or equipment, materials and supplies that may result in any costs in excess of the amount stated in the Face Sheet of this Contract, or of the maximum amount per each cost category specified in the breakdown of costs contained in the Financial Proposal, without the prior written agreement of the UNDP Contact Person.

4.2.3 The Contractor shall submit original invoices or financial reports (as required by UNDP) for the Services provided in accordance with the schedule set forth in the Terms of Reference and Schedule of Payments. Such invoices or financial reports shall indicate a deliverable or deliverables completed and the corresponding amount payable. They shall be submitted to the UNDP Contact Person, together with whatever supporting documentation of the actual costs incurred that is required in the Financial Proposal, or may be required by UNDP.

4.2.4 UNDP shall effect payments to the Contractor upon completion by the Contractor of the deliverable(s) indicated in the original invoices or financial reports (as required by UNDP) and upon acceptance of these invoices or financial reports by UNDP. Such payments shall be subject to any specific conditions for reimbursement specified in the breakdown of costs contained in the Financial Proposal.



4.2.5 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.

**5. ADVANCE PAYMENT:**

**5.1** If an advance payment is due to the Contractor pursuant to the Face Sheet of this Contract, the Contractor shall submit an original invoice for the amount of that advance payment upon signature of this Contract by the Parties.

**5.2** If an advance payment representing 20% or more of the total contract value, or amounting to US\$30,000 or more, is to be made by UNDP upon signature of the Contract by the Parties, such payment shall be contingent upon receipt and acceptance by UNDP of a bank guarantee or a certified cheque for the full amount of the advance payment, valid for the duration of the Contract, and in a form acceptable to UNDP.

**6. SUBMISSION OF INVOICES AND REPORTS:**

**6.1** All original invoices, financial reports and any other reports and supporting documentation required under this Contract shall be submitted by mail by the Contractor to UNDP Contact Person. Upon request of the Contractor, and subject to approval by UNDP, invoices and financial reports may be submitted to UNDP by fax or email.

**6.2** All reports and invoices shall be submitted by the Contractor to the UNDP Contact Person specified in the Face Sheet of this Contract.

**7. TIME AND MANNER OF PAYMENT:**

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

**7.2** Where the Services are to be provided, in addition to an invoice, the Contractor shall submit to UNDP a report, describing in detail the Services provided under the Contract during the period of time covered in each report. All reports shall be written in the English language.

**8. RESPONSIBILITY FOR EMPLOYEES:**

**8.1** 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.

**8.2** The Contractor is responsible for and shall assume all risk and liabilities relating to its personnel and property. The Contractor shall (i) put in place an appropriate security plan and maintain the security plan, taking into account the security situation in the country where the Services are being provided; and (ii) assume all risks and liabilities related to the Contractor's security, and the full implementation of the security plan. UNDP reserves the right to verify whether such a plan is in place, and to suggest modifications to the plan when necessary. Failure to maintain and implement an appropriate security plan as required hereunder shall be deemed a breach of this contract. Notwithstanding the foregoing, the Contractor shall remain solely responsible for the security of its personnel and for UNDP's property in its custody as set forth above.

**9. 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.

**10. SUBCONTRACTING:** 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.

**11. 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 worker'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.

## **12. INSURANCE AND LIABILITY:**

**12.1** 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.

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

**12.3** 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.

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

12.4.1 Name UNDP as additional insured;

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

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

**12.5** The Contractor shall, upon request, provide UNDP with satisfactory evidence of the insurance required under this Article 12.

**13. ENCUMBRANCES AND 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 UNDP against any monies due to the Contractor or that may become due for any work done or against any goods supplied or materials furnished under the Contract, or by reason of any other claim or demand against the Contractor or UNDP.

**14. EQUIPMENT FURNISHED BY UNDP TO THE CONTRACTOR:** Title to any equipment and supplies that may be furnished by UNDP to the Contractor for the performance of any obligations under the Contract shall rest with UNDP, and any such equipment shall be returned to UNDP at the conclusion of the 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, and the Contractor shall be liable to compensate UNDP for the actual costs of any loss of, damage to, or degradation of the equipment that is beyond normal wear and tear.

## **15. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:**

**15.1** Except as is otherwise expressly provided in writing in the Contract, 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 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. The Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for UNDP.

**15.2** 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, UNDP does not and shall not

claim any ownership interest thereto, and the Contractor grants to UNDP a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.

**15.3** At the request of 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 UNDP in compliance with the requirements of the applicable law and of the Contract.

**15.4** 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 UNDP, shall be made available for use or inspection by UNDP at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNDP authorized officials on completion of work under the Contract.

**16. PUBLICITY, AND USE OF THE NAME, EMBLEM OR OFFICIAL SEAL OF UNDP OR THE UNITED NATIONS:** The Contractor shall not advertise or otherwise make public for purposes of commercial advantage or goodwill that it has a contractual relationship with UNDP, nor shall the 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 the United Nations in connection with its business or otherwise without the written permission of UNDP.

**17. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:** Information and data that is considered proprietary by either Party or 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:

**17.1** The Recipient shall:

17.1.1 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,*

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

**17.2** 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 17, the Recipient may disclose Information to:

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

17.2.2 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:

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

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

17.2.2.3 for the United Nations, a principal or subsidiary organ of the United Nations established in accordance with the Charter of the United Nations.

**17.3** 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 UNDP sufficient prior notice of a request for the disclosure of Information in order to allow UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.

**17.4** UNDP may disclose Information to the extent as required pursuant to the Charter of the United Nations, or pursuant to resolutions or regulations of the General Assembly or rules promulgated thereunder.

**17.5** 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.

**17.6** 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.

**18. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS:**

**18.1** In the event of and as soon as possible after the occurrence of any cause constituting *force majeure*, the affected Party shall give notice and full particulars in writing to the other Party, of such occurrence or cause if the affected Party is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under the Contract. The affected Party shall also notify the other Party of any other changes in condition or the occurrence of any event which interferes or threatens to interfere with its performance of the Contract. Not more than fifteen (15) days following the provision of such notice of *force majeure* or other changes in condition or occurrence, the affected Party shall also submit a statement to the other Party of estimated expenditures that will likely be incurred for the duration of the change in condition or the event of *force majeure*. On receipt of the notice or notices required hereunder, the Party not affected by the occurrence of a cause constituting *force majeure* shall take such action as it reasonably considers to be appropriate or necessary in the circumstances, including the granting to the affected Party of a reasonable extension of time in which to perform any obligations under the Contract.

**18.2** If the Contractor is rendered unable, wholly or in part, by reason of *force majeure* to perform its obligations and meet its responsibilities under the Contract, UNDP shall have the right to suspend or terminate the Contract on the same terms and conditions as are provided for in Article 19, "Termination," except that the period of notice shall be seven (7) days instead of thirty (30) days. In any case, UNDP shall be entitled to consider the Contractor permanently unable to perform its obligations under the Contract in case the Contractor is unable to perform its obligations, wholly or in part, by reason of *force majeure* for any period in excess of ninety (90) days.

**18.3** *Force majeure* as used herein means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, or any other acts of a similar nature or force, *provided that* such acts arise from causes beyond the control and without the fault or negligence of the Contractor. The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in areas in which 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.

**19. TERMINATION:**

**19.1** 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 22.2 ("Arbitration"), below, shall not be deemed a termination of this Contract.

**19.2** UNDP may terminate the Contract at any time by providing written notice to the Contractor in any case in which the mandate of UNDP applicable to the performance of the Contract or the funding of UNDP applicable to the Contract is curtailed or terminated, whether in whole or in part. In addition, unless otherwise provided by the Contract, upon sixty (60) day's advance written notice to the Contractor, UNDP may terminate the Contract without having to provide any justification therefor.

**19.3** In the event of any termination of the Contract, no payment shall be due from UNDP to the Contractor except for the Services satisfactorily provided to UNDP in accordance with the requirements of the Contract.

**19.4** 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, 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 UNDP of the occurrence of any of the above events.

**19.5** The provisions of this Article 19 are without prejudice to any other rights or remedies of UNDP under the Contract or otherwise.

**20. NON-WAIVER OF RIGHTS:** The failure by either Party to exercise any rights available to it, whether under the Contract or otherwise, shall not be deemed for any purposes to constitute a waiver by the other Party of any such right or any remedy associated therewith, and shall not relieve the Parties of any of their obligations under the Contract.

**21. NON-EXCLUSIVITY:** Unless otherwise specified in the Contract, UNDP shall have no obligation to purchase any minimum quantities of goods or services from the Contractor, and UNDP shall have no limitation on its right to obtain goods or services of the same kind, quality and quantity described in the Contract, from any other source at any time.

## **22. SETTLEMENT OF DISPUTES:**

**22.1 AMICABLE SETTLEMENT:** The Parties shall use their best efforts to amicably settle any dispute, controversy, or claim arising out of the Contract or the breach, termination, or invalidity thereof. Where the Parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the Conciliation Rules then obtaining of the United Nations Commission on International Trade Law ("UNCITRAL"), or according to such other procedure as may be agreed between the Parties in writing.

**22.2 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 22.1, 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. 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") and Article 34 ("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.

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

## **24. TAX EXEMPTION:**

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

**24.2** The Contractor authorizes UNDP to deduct from the Contractor's invoices any amount representing such taxes, duties or charges, unless the Contractor has consulted with UNDP before the payment thereof and UNDP has, in each instance, specifically authorized the Contractor to pay such taxes, duties, or charges under written protest. In that event, the Contractor shall provide UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized, and UNDP shall reimburse the Contractor for any such taxes, duties, or charges so authorized by UNDP and paid by the Contractor under written protest.

**25. MODIFICATIONS:** No modification or change in this Contract shall be valid and enforceable against UNDP unless executed in writing by the duly authorized representatives of the Parties.

**26. AUDITS AND INVESTIGATIONS:**

**26.1** Each invoice paid by UNDP shall be subject to a post-payment audit by auditors, whether internal or external, of UNDP or by other authorized and qualified agents of UNDP at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract. UNDP shall be entitled to a refund from the Contractor for any amounts shown by such audits to have been paid by UNDP other than in accordance with the terms and conditions of the Contract.

**26.2** UNDP may conduct investigations relating to any aspect of the Contract or the award thereof, the obligations performed under the Contract, and the operations of the Contractor generally relating to performance of the Contract at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract.

**26.3** The Contractor shall provide its full and timely cooperation with any such inspections, post-payment audits or investigations. Such cooperation shall include, but shall not be limited to, the Contractor's obligation to make available its personnel and any relevant documentation for such purposes at reasonable times and on reasonable conditions and to grant to UNDP access to the Contractor's premises at reasonable times and on reasonable conditions in connection with such access to the Contractor's personnel and relevant documentation. The Contractor shall require its agents, including, but not limited to, the Contractor's attorneys, accountants or other advisers, to reasonably cooperate with any inspections, post-payment audits or investigations carried out by UNDP hereunder.

**26.4** UNDP shall be entitled to a refund from the Contractor for any amounts shown by such audits or investigations to have been paid by UNDP other than in accordance with the terms and conditions of the Contract. The Contractor also agrees that, where applicable, donors to UNDP whose funding is the source of, in whole or in part, the funding for the procurement of Goods and/or Services which are the subject of this Contract, shall have direct recourse to the Contractor for the recovery of any funds determined by UNDP to have been used in violation of or inconsistent with this Contract.

**27. LIMITATION ON ACTIONS:**

**27.1** Except with respect to any indemnification obligations in Article 11, above, or as are otherwise set forth in the Contract, any arbitral proceedings in accordance with Article 22.2, above, arising out of the Contract must be commenced within three years after the cause of action has accrued.

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

**28. ESSENTIAL TERMS:** The Contractor acknowledges and agrees that each of the provisions in Articles 29 to 35 hereof constitutes an essential term of the Contract and that any breach of any of these provisions shall entitle UNDP to terminate the Contract or any other contract with UNDP immediately upon notice to the Contractor,

without any liability for termination charges or any other liability of any kind. In addition, nothing herein shall limit the right of UNDP to refer any alleged breach of the said essential terms to the relevant national authorities for appropriate legal action.

**29. SOURCE OF INSTRUCTIONS:** The Contractor shall neither seek nor accept instructions from any authority external to UNDP in connection with the performance of its obligations under the Contract. Should any authority external to UNDP seek to impose any instructions concerning or restrictions on the Contractor's performance under the Contract, the Contractor shall promptly notify UNDP and provide all reasonable assistance required by UNDP. The Contractor shall not take any action in respect of the performance of its obligations under the Contract that may adversely affect the interests of UNDP or the United Nations, and the Contractor shall perform its obligations under the Contract with the fullest regard to the interests of UNDP.

**30. STANDARDS OF CONDUCT:** The Contractor warrants that it has not and shall not offer any direct or indirect benefit arising from or related to the performance of the Contract, or the award thereof, to any representative, official, employee or other agent of UNDP. The Contractor shall comply with all laws, ordinances, rules and regulations bearing upon the performance of its obligations under the Contract. In addition, in the performance of the Contract, the Contractor shall comply with the Standards of Conduct set forth in the Secretary General's Bulletin ST/SGB/2002/9 of 18 June 2002, entitled "Regulations Governing the Status, Basic Rights and Duties of Officials other than Secretariat Officials, and Expert on Mission" and ST/SGB/2006/15 of 26 December 2006 on "Post-employment restrictions", and shall also comply with and be subject to the requirements of the following:

**30.1** The UN Supplier Code of Conduct;

**30.2** UNDP Policy on Fraud and other Corrupt Practices ("UNDP Anti-fraud Policy");

**30.3** UNDP Office of Audit and Investigations (OAI) Investigation Guidelines;

**30.4** UNDP Vendor Sanctions Policy; and

**30.5** All security directives issued by UNDP.

The Contractor acknowledges and agrees that it has read and is familiar with the requirements of the foregoing documents which are available online at [www.undp.org](http://www.undp.org) or at <http://www.undp.org/content/undp/en/home/operations/procurement/business/>. In making such acknowledgement, the Contractor represents and warrants that it is in compliance with the requirements of the foregoing, and will remain in compliance throughout the term of this Contract.

**31. OBSERVANCE OF THE LAW:** The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the Contract. In addition, the Contractor shall maintain compliance with all obligations relating to its registration as a qualified vendor of goods or services to UNDP, as such obligations are set forth in UNDP vendor registration procedures.

**32. CHILD LABOR:** The Contractor represents and warrants that neither it, its parent entities (if any), nor any of the Contractor's subsidiary or affiliated entities (if any) 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.

**33. MINES:** The Contractor represents and warrants that neither it, its parent entities (if any), nor any of the Contractor's subsidiaries or affiliated entities (if any) is engaged in the sale or manufacture of anti-personnel mines or components utilized in the manufacture of anti-personnel mines.

**34. SEXUAL EXPLOITATION:**

**34.1** In the performance of the Contract, the Contractor shall comply with the Standards of Conduct set forth in the Secretary-General's bulletin ST/SGB/2003/13 of 9 October 2003, concerning "Special measures for protection from sexual exploitation and sexual abuse." In particular, the Contractor shall not engage in any conduct that would constitute sexual exploitation or sexual abuse, as defined in that bulletin.

**34.2** The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by its employees or any other persons engaged and controlled 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 reasonable and appropriate measures to prohibit its employees or other persons engaged and controlled by it from exchanging any money, goods, services, or other things of value, for sexual favors or activities, or from engaging any sexual activities that are exploitive or degrading to any person.

**34.3** 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.

**35. ANTI-TERRORISM:** The Contractor agrees to undertake all reasonable efforts to ensure that none of the UNDP funds received under the Contract is used to provide support to individuals or entities associated with terrorism and that recipients of any amounts provided by UNDP hereunder do not appear on the list maintained by the Security Council Committee established pursuant to resolution 1267 (1999). The list can be accessed via [https://www.un.org/sc/suborg/en/sanctions/1267/aq\\_sanctions\\_list](https://www.un.org/sc/suborg/en/sanctions/1267/aq_sanctions_list). This provision must be included in all sub-contracts or sub-agreements entered into under the Contract.



## Form for Submitting Self-Declaration

*(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery<sup>11</sup>)*

We, the undersigned hereby declare that we are not in the removed or suspended ineligibility list of the UN, UN Procurement Division list 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.

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

Yours sincerely,

---

<sup>11</sup> Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes