



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

UNDP IRH RBEC	DATE: September 16, 2020
	REFERENCE: UNDP/IRH-202009-RFQ-17-AQUAPONICS

Dear Sir / Madam:

We kindly request you to submit your Proposal for Installation of Aquaponic System, as detailed in Annex 1 of this RFP. When preparing your quotation, please be guided by the form attached hereto as Annex 2.

Proposals may be submitted on or before **Tuesday, September 29, 2020** and via email, courier mail or fax to the address below:

United Nations Development Programme
procurement.irh@undp.org

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

Proposals 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.

In the course of preparing your Proposal, it shall remain your responsibility to ensure that it reaches the address above on or before the deadline. Proposals that are received by UNDP after the deadline indicated above, for whatever reason, shall not be considered for evaluation. If you are submitting your Proposal by email, kindly ensure that they are signed and in the .pdf format, and free from any virus or corrupted files.

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

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

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

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

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

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

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

<http://www.undp.org/content/undp/en/home/operations/procurement/business/protest-and-sanctions.html>

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

UNDP implements a zero tolerance on fraud and other proscribed practices, and is committed to preventing, identifying and addressing all such acts and practices against UNDP, as well as third parties involved in UNDP activities. UNDP expects its Service Providers to adhere to the UN Supplier Code of Conduct found in this link :

https://www.un.org/Depts/ptd/sites/www.un.org.Depts.ptd/files/files/attachment/page/pdf/unsc/conduct_english.pdf

Thank you and we look forward to receiving your Proposal.

Sincerely yours,

[name of authorized staff]

[designation]

[date].

Description of Requirements

Context of the Requirement	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”
Brief Description of the Required Services ¹	Installation of an Aquaponic system in a greenhouse of area 250 m2 located at IDEA Animal Care Center in Baku, Azerbaijan, and conducting a 2-day online training program for 6-8 technicians and farmers on operation and maintenance of all the components of the aquaponic system (UNDP-GEF Kura II Project and IDEA NGO will provide the venue and all facilities needed to conduct this online training).
List and Description of Expected Outputs to be Delivered	<p>Fully installed and functioning Aquaponic system, and on-line training at the greenhouse of an area 10 X 25 m in IDEA Animal Care Center, Baku-Salyan highway, 19th km, Garadagh district, Baku, Azerbaijan.</p> <p>Supplier will design, deliver and install the Aquaponic system in a greenhouse with an area 10 X 25 m in IDEA Animal Care Center, belonging to International Dialogue for Environmental Action (IDEA), in Baku, Azerbaijan. The supplier can subcontract local technicians to install the proposed aquaponic system under the supplier’s direct supervision. The supplier will test the system after full installation either in person, or remotely, to make sure it is functioning according to the technical specifications stated in this TOR. The supplier will also conduct a 2-day online training on operation and maintenance of the constructed Aquaponic system for 6-8 technicians and farmers. The minimum components of the required Aquaponic system must include:</p> <ul style="list-style-type: none"> - At least 3 Poly fish tanks with capacity of 950 liter per tank or more - The plants growing area must be at least 40 m2 or more (the supplier will provide all the required trays, tables, rafts, or others as needed for the plants growing area) - Filtration system to purify the water in the aquaponic system - One water pump to circulate the water between the fish tanks and the planting area - One Fish Quarantine Tank with capacity of 400 liter or more - One Filter for the Quarantine tank - One water pump for the Quarantine tank - All pumps, accessories, pipes, and fittings required to install the proposed system must be provided by the contractor.

¹ A detailed TOR may be attached if the information listed in this Annex is not sufficient to fully describe the nature of the work and other details of the requirements.

	<p>Additional parts and equipment can be added to this list based on the specific design needs of the suppliers' system with technical justification, and price for each component.</p> <p>The supplier will provide the UNDP-GEF Kura II project with detailed design drawings for the proposed Aquaponic system, taking into account the specifications stated in this TOR, and supplementary as technically justified.</p>
Person to Supervise the Work/Performance of the Service Provider	<i>UNDP-GEF Kura II project Senior Capacity Building Expert</i>
Frequency of Reporting	<i>Bi-Weekly</i>
Progress Reporting Requirements	<p>The progress report should include periodic updates on the procurement, shipping, and installation of the proposed aquaponic system. The report must indicate if the progress made during each reporting period matches with the approved work plan prepared by the contractor and approved by UNDP-GEF Kura II project. The progress report must also indicate the planned activities to be done during the next reporting period and highlight any expected delay from the work plan, if any, and the justification for this delay and asking the approval of UNDP-GEF Kura II project PMU (Project Management Unit) approval for this delay. This report must be prepared by the contractor and submitted periodically to the UNDP-GEF Kura II project PMU. The PMU may call for a meeting with the contractor to discuss the contents of this report if required.</p>
All documentations, including catalogs, instructions and operating manuals, shall be in this language	<input checked="" type="checkbox"/> English
Documents to be submitted ²	<p><input checked="" type="checkbox"/> Duly Accomplished Form as provided in Annex 2, and in accordance with the list of requirements in Annex 1;</p> <p><input checked="" type="checkbox"/> Technical specification of the proposed system including:</p> <ul style="list-style-type: none"> - The design drawing for the distribution of system components on the Greenhouse area - The average annual rate of Fish production Kg/year - The average production rate of plants Kg/year - The annual water losses in the system (% of total water use) - Method of collecting and disposal of sludge - Energy consumption: KWH - Filter estimated lifetime: Years

² First 2 items in this list are mandatory for the supply of imported goods

	<ul style="list-style-type: none"> - Cost of consumables, if any - Warranty period of the proposed filter: years - The country of origin for the pumps and filters used in the system <input checked="" type="checkbox"/> Company previous experience documentation, including: <ul style="list-style-type: none"> - Minimum one-year experience in installing and maintaining Aquaponic systems in national or international projects; - At least 2 contracts executed by the company with similar complexity with the one in this TOR; - The availability of the after-sales maintenance services for the installed system; <input checked="" type="checkbox"/> CVs of the personnel <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"/> The detailed work plan for the installation and operation of the new proposed aquaponic system <input checked="" type="checkbox"/> The syllabus of the 2-day online training for the operation and maintenance of the proposed aquaponic system
Delivery Terms [INCOTERMS 2010] <i>(Pls. link this to price schedule)</i>	<input checked="" type="checkbox"/> DDP
Customs clearance ³ , if needed, shall be done by:	<input checked="" type="checkbox"/> Supplier/Offeror (UNDP-GEF Kura II project will provide official letter from UNDP Country Office in Azerbaijan stating that this equipment is purchased through GEF grant to the country to establish the demonstration project for the use of Aquaponic System in Agriculture and aquaculture)
Location of work	<input checked="" type="checkbox"/> Exact Address The IDEA Animal Care Center, Baku-Salyan highway, 19th km, Garadagh district, Baku, Azerbaijan
Type of competition	International Competition ⁴
Expected duration of work	The demonstration project for constructing the Aquaponic System training center in Azerbaijan should be executed in the period 1 Oct. – 31 Dec. 2020.
Target start date	1 October 2020
Latest completion date	31 December 2020
Travels Expected	Depending on the current situation of COVID-19 restriction, there is no expected travel for this RFP and the contractor must hire a technician in Azerbaijan to install the proposed aquaponic system under his direct supervision. However, if the situation will be changed and the contractor can send his own technicians to install the proposed system, the following travel will be expected

³ Must be linked to INCO Terms chosen.

⁴ Works are Locally available.

	Destination/s	Estimated Duration	Brief Description of Purpose of the Travel	Target Date/s	
	Baku/Azerbaijan	2 weeks	Install the proposed Aquaponic system and test its operation	1 st Dec. 2020	
Special Security Requirements	<input checked="" type="checkbox"/> Others the contractor must get approval from the UNDP-GEF Kura II project PMU on any travel requested for this contract				
Facilities to be Provided by UNDP (i.e., must be excluded from Price Proposal)	<input checked="" type="checkbox"/> Others Training facilities				
Implementation Schedule indicating breakdown and timing of activities/sub-activities	<input checked="" type="checkbox"/> Required				
Names and curriculum vitae of individuals who will be involved in completing the services	<input checked="" type="checkbox"/> Not Required				
Currency of Proposal	<input checked="" type="checkbox"/> United States Dollars				
Value Added Tax on Price Proposal ⁵	<input checked="" type="checkbox"/> must be exclusive of VAT and other applicable indirect taxes				
Mode of Transport	<input checked="" type="checkbox"/> AIR				
After-sales services required	<input checked="" type="checkbox"/> Warranty on Parts and Labor for minimum period of 1 year <input checked="" type="checkbox"/> Technical Support Whenever needed				
Validity Period of Proposals (Counting for the last day of	<input checked="" type="checkbox"/> 90 days In exceptional circumstances, UNDP may request the Proposer to extend the validity of the Proposal beyond what has been initially indicated in this RFP. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Proposal.				

⁵ VAT exemption status varies from one country to another. Pls. check whatever is applicable to the UNDP CO/BU requiring the service.

submission of quotes)				
Partial Quotes	<input checked="" type="checkbox"/> Not permitted			
Payment Terms ⁶	In 4 installments upon the delivery and approval of the schedule in Terms of Reference			
	Outputs	Percentage	Timing	Condition for Payment Release
	Approval of the detailed work plan for the construction of the Aquaponic system in the Greenhouse 10 X 25 m	15% of the total contract budget	10 th Oct. 2020	Approval of the UNDP-GEF Kura II project CTA/RC on the proposed work plan submitted by the contractor
	Shipping all the system components to Baku Azerbaijan, Custom clearance of the shipped equipment, transporting all the shipped equipment to IDEA Animal Care Center in Baku, Azerbaijan.	35% of the total contract budget	31 Oct 2020	Approval of the UNDP-GEF Kura II project CTA/RC on the shipping documents sent by the contractor
	Full installation of the Aquaponic system in the greenhouse in the Animal Care Center	35% of the total contract budget	15 Dec. 2020	Approval of the UNDP-GEF Kura II project CTA/RC on the installation of the installed Aquaponic system
	Test and handover the system to the UNDP/GEF Kura II project and conduct an online training for 2 days for 6-8 technicians and farmers on the operation and maintenance of the	15% of the total contract budget	31 Dec 2020	Approval of the UNDP-GEF Kura II project CTA/RC on the test results of the proposed Aquaponic system and the report on the results of conducting the 2day online training

⁶ UNDP preference is not to pay any amount in advance upon signing of contract. If the Service Provider strictly requires payment in advance, it will be limited only up to 20% of the total price quoted. For any higher percentage, or any amount advanced exceeding \$30,000, UNDP shall require the Service Provider to submit a bank guarantee or bank cheque payable to UNDP, in the same amount as the payment advanced by UNDP to the Service Provider.

	installed system -				
Conditions for Release of Payment	<input checked="" type="checkbox"/> Approval of Detail Work Plan <input checked="" type="checkbox"/> Shipment all the proposed aquaponic system equipment to Baku Azerbaijan, release of shipped equipment from customs, transportation of all the system equipment to the site of IDEA Animal Care Center in Baku. <input checked="" type="checkbox"/> Full installation of the Aquaponic system components in the Greenhouse in IDEA animal Care Center <input checked="" type="checkbox"/> Successful testing of the operation and functionality of the different parts of the aquaponic system and submit a written Acceptance of the system installation based on full compliance with RFP requirements, conduct 2 day online training on the operation and Maintenance of the installed Aquaponic system for 6-8 technicians and farmers from IDEA animal care center, and submit final report on the results of this training to the UNDP-GEF Kura II project				
Liquidated Damages	Percentage of contract price per day of delay: 0.5% Max. number of days of delay 20, after which UNDP may terminate the contract.				
Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment	Chief Technical Advisor and Regional Project Coordinator				
Type of Contract to be Signed	<input checked="" type="checkbox"/> Contract for Goods and/or Services				
Criteria for Contract Award	<input checked="" type="checkbox"/> Technical responsiveness/Full compliance to requirements and lowest price ⁷ <input checked="" type="checkbox"/> Technical specification of the proposed system including: <ul style="list-style-type: none"> - The design drawing for the distribution of system components on the Greenhouse area - The average annual rate of Fish production Kg/year - The average production rate of plants Kg/year - The annual water losses in the system (% of total water use) - Method of collecting and disposal of sludge - Energy consumption: KWH - Filter estimated lifetime: Years - Cost of consumables, if any - Warranty period of the proposed filter: years - The country of Origin for the pumps and filters used in the system <input checked="" type="checkbox"/> Comprehensiveness of after-sales services				

⁷ 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.

	<input checked="" type="checkbox"/> Full acceptance of the PO/Contract General Terms and Conditions <i>[this is a mandatory criteria and cannot be deleted regardless of the nature of services required]</i> <input checked="" type="checkbox"/> Company previous experience documentation including: <ul style="list-style-type: none"> - Minimum one-year experience in installing and maintenance Aquaponic systems in national and international projects; - At least 2 contracts executed by the company with similar complexity with the one in this TOR; - The availability of the after-sales maintenance services for the installed system <input checked="" type="checkbox"/> The contents of the proposed training on the Operation and maintenance of the aquaponic system
Criteria for the Assessment of Proposal	<p><u>Technical Proposal (70%)</u></p> <input checked="" type="checkbox"/> Expertise of the Firm 30% <input checked="" type="checkbox"/> Methodology, Its Appropriateness to the Condition and Timeliness of the Implementation Plan 30% <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Technical specification of the proposed system <input checked="" type="checkbox"/> The contents of the online training <input checked="" type="checkbox"/> Services of the after-sales maintenance <input checked="" type="checkbox"/> Management Structure and Qualification of Key Personnel 10% <p><u>Financial Proposal (30%)</u></p> <p>To be computed as a ratio of the Proposal's offer to the lowest price among the proposals received by UNDP.</p> <p>The minimum technical score required to pass is 70%. Total points obtainable for Technical part is 700. Minimum points obtainable to pass Technical part is 490. Maximum points obtainable for Financial is 300.</p>
UNDP will award the contract to:	<input checked="" type="checkbox"/> One and only one Service Provider
Special conditions of Contract	<input checked="" type="checkbox"/> Cancellation of PO/Contract if the delivery/completion is delayed by 20 days without notification
Contract General Terms and Conditions ⁸	<input checked="" type="checkbox"/> General Terms and Conditions for contracts (goods and/or services) <p>Applicable Terms and Conditions are available at: http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html</p>

⁸ Service Providers are alerted that non-acceptance of the terms of the General Terms and Conditions (GTC) may be grounds for disqualification from this procurement process.

Annexes to this RFP ⁹	<p> <input checked="" type="checkbox"/> Description of requirements and Technical Specifications of Goods/services Required (Annex 1) <input checked="" type="checkbox"/> Form for Submission of Proposal (Annex 2) <input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 3). <input checked="" type="checkbox"/> Written Self-Declaration - (Annex 4) </p> <p>Non-acceptance of the terms of the General Terms and Conditions (GTC) shall be grounds for disqualification from this procurement process.</p>
Contact Person for Inquiries (Written inquiries only) ¹⁰	<p><i>procurement.irh@undp.org</i></p> <p><i>All questions must be received 3 days before the submission deadline</i></p> <p>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.</p>
Electronic submission (email or eTendering) requirements	<ul style="list-style-type: none"> ▪ Format: PDF files only ▪ File names must be maximum 60 characters long and must not contain any letter or special character other than from Latin alphabet/keyboard. ▪ Proposers are requested to submit their Technical and Financial proposals in pdf format to the email address; procurement.irh@undp.org ▪ Proposals submitted by email must be limited to a maximum of thirty-five (35) MB, virus-free and no more than three (5) email transmissions. ▪ Documents must be free from any form of virus or corrupted contents, or the proposals shall be rejected. ▪ Please ensure that your Technical and Financial proposal parts of RFP will be <u>secured/encrypted by a password</u> and will be provided upon the request from Bidder. Please do not share your password protected pdf format Proposals before you are asked to do so. ▪ Mandatory subject of email while submitting proposals to procurement.irh@undp.org : <p>Tender Submission - UNDP/IRH-202009-RFP-17 - [Company/Entity name]</p>
Deadline for Submission	Tuesday, September 29, 2020, COB, 5:30 pm, Istanbul Time

⁹ Where the information is available in the web, a URL for the information may simply be provided.

¹⁰ 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.

Technical Specification

General Information

1. Title

Construction of the Aquaponic system at IDEA Animal Care Center in Baku, Azerbaijan, and conducting a 2-day online training program for 6-8 technicians and farmers on operation and maintenance of all the components of the aquaponic system (UNDP-GEF Kura II Project and IDEA NGO will provide all facilities needed to conduct this training).

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. The expert 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 these measures is the introduction of modern technologies in water use to

increase the economic return per unit of water used. Therefore, the UNDP-GEF Kura II project coordinated with International Dialogue for Environmental Actions (IDEA), one of the active Non-governmental Organization in Azerbaijan in the field of environment and natural resources protection, to develop a training center on the use of Aquaponic system as one of the most advanced techniques for agriculture and aquaculture in Azerbaijan. Introduction of such technology in an arid country like Azerbaijan will generate more jobs, and more agricultural and fish production with less water resources needed.

4. Scope of Work

Supplier will design, deliver and install the Aquaponic system in a greenhouse with an area 10 X 25 m in IDEA Animal Care Center, belonging to International Dialogue for Environmental Action (IDEA), in Baku, Azerbaijan. The supplier can subcontract local technicians to install the proposed aquaponic system under the supplier's direct supervision. The supplier will test the system after full installation either in person, or remotely, to make sure it is functioning according to the technical specifications stated in this TOR. The supplier will also conduct a 2-day online training on operation and maintenance of the constructed Aquaponic system for 6-8 technicians and farmers. The minimum components of the required Aquaponic system must include:

- At least 3 Poly fish tanks with capacity of 950 liter per tank or more
- The plants growing area must be at least 40 m² or more (the supplier will provide all the required trays, tables, rafts, or others as needed for the plants growing area)
- Filtration system to purify the water in the aquaponic system
- One water pump to circulate the water between the fish tanks and the planting area
- One Fish Quarantine Tank with capacity of 400 liter or more
- One Filter for the Quarantine tank
- One water pump for the Quarantine tank
- All pumps, accessories, pipes, and fittings required to install the proposed system must be provided by the contractor.

Additional parts and equipment can be added to this list based on the specific design needs of the supplier's system with technical justification, and price for each component.

The supplier will provide the UNDP-GEF Kura II project with detailed design drawings for the proposed Aquaponic system, taking into account the specifications stated in this TOR, and supplementary as technically justified.

5. Technical Specification of Aquaponic System Main parts

5.1. Technical Specification of the water purification filter must include the following:

- Country of Origin
- Method of cleaning the filter and periodicity of that cleaning
- Water loss in the system: % of water losses per Year
- Method of collecting and disposal of sludge
- Energy consumption: KWH/year
- Filter estimated lifetime: number of years

- Cost of consumables, if any
- Warranty period of the proposed filter: number of years

5.2. Technical Specification of the water pumps must include the following:

- Country of Origin
- Pump test results, performance curves
- Warranty period of the proposed pump: number of years
- Energy consumption: KWH
- Estimated lifetime: number of years

6. Institutional Arrangements

The contractor will work under direct supervision of and will be directly reporting to the Project Coordinator. The contractor shall work in close cooperation with UNDP GEF Kura Project experts and IDEA technicians. The contractor shall submit reports on completion of the tasks to the UNDP-GEF Kura II project. The contractor is expected to interact and collaborate with the IDEA technicians during the entire period of contract.

7. Duration of the Work

90 calendar days after signing of the contract.

8. Workplace

- IDEA Animal Care Center, Baku-Salyan highway, 19th km, Garadagh district, Baku, Azerbaijan.

Additional information for RFP

Timing

The demonstration project for constructing the Aquaponic System training center in Azerbaijan should be executed in the period 1 Oct. – 31 Dec. 2020.

Deliverable

Fully installed and functioning Aquaponic system, and on-line training at the greenhouse of an area 10 X 25 m in IDEA Animal Care Center, Baku-Salyan highway, 19th km, Garadagh district, Baku, Azerbaijan

Payment schedule

The payment schedule will be as follows:

- Approval of the detailed work plan for the construction of the Aquaponic system in the Greenhouse 10 X 25 m -15% of the total contract budget
- Shipping all the system components to Baku Azerbaijan and transporting them to IDEA Animal Care Center in Baku, Azerbaijan -35% of the total contract budget
- Full installation of the Aquaponic system in the greenhouse in the Animal Care Center- 35% of the total contract budget
- Test and handover the system to the UNDP/GEF Kura II project and conduct an online training for 2 days for 6-8 technicians and farmers on the operation and maintenance of the installed system -15% of the total contract budget

Qualifications

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

Technical Proposal (70%)

- Expertise of the Firm (30%)
 - Minimum one-year experience in installing and maintenance Aquaponic systems in national and international projects;
 - At least 2 contracts implemented by the company with similar complexity with the one in this TOR;
 - The availability of the after-sales maintenance services for the installed system
- Methodology, Its Appropriateness to the Condition and Timeliness of the Implementation Plan (30%)
 - **Technical specification of the proposed system including:**
 - The total size of the proposed plants growing area (m2), and the average production rate of plants (Kg/year)
 - The volume of the Fish tanks (liters), and its production capacities (Kg fish/year)
 - The annual electricity consumption for the proposed system (KWh/year)
 - The annual water consumption for the proposed system (m3/year)
 - The country of origin for the pumps, and filters used in the system
 - Method of cleaning the proposed water filter and periodicity of that cleaning
 - Water loss in the system: % of water losses per Year
 - Method of collecting and disposal of sludge
 - Proposed water Filter estimated lifetime: number of years
 - Warranty period of the proposed pump: number of years
 - **The contents of the online training**

- **Services of the after-sales maintenance**
- Management Structure and Qualification of Key Personnel (10%)
 - Technical qualification of the assigned Project Manager for this project
 - Technical qualification of the assigned trainer to conduct the online training
 - Qualification of the Technician who will supervise the installation and testing of the proposed Aquaponic System

Financial Proposal (30%)

To be computed as a ratio of the Proposal's offer to the lowest price among the proposals received by UNDP.

EVALUATION CRITERIA

The evaluation of technical proposal shall be conducted using scoring method (700 points), as follows:

Summary of Technical Proposal Evaluation Forms		Max Points Obtainable
1.	Bidder's qualification, capacity and experience	300
2.	Proposed Methodology, Approach and Implementation Plan	300
3.	Management Structure and Key Personnel	100
Total		700

Section 1. Bidder's qualification, capacity and experience		Max Points obtainable
1.1	At least one year of practical experience in the field;	150
1.2	References ensures the capacity, qualification and experience	50
1.3	After sales services support quality	100
Total Section 1		300

Section 2. Proposed Methodology, Approach and Implementation Plan		Max Points obtainable
2.1	Technical specifications of system	150
2.2	Detail description of the installation of the system	100
2.3	Rate of fish production and plants production for the proposed system	50
Total Section 2		300

Section 3. Management Structure and Key Personnel		Max Points obtainable
3.1	Qualifications of key personnel	35
3.2	CVs of key personnel	35
3.3	Availability confirmation of key personnel	30
Total Section 3		100

FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL¹¹

(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery¹²)

[insert: Location]

[insert: Date]

Dear Sir/Madam:

We, the undersigned, hereby offer to render the following services to UNDP in conformity with the requirements defined in the RFP dated 9/16/2020, and all of its attachments, as well as the provisions of the UNDP General Contract Terms and Conditions:

A. Qualifications of the Service Provider

The Service Provider must describe and explain how and why they are the best entity that can deliver the requirements of UNDP by indicating the following :

- a) *Profile – describing the nature of business, field of expertise, licenses, certifications, accreditations;*
- b) *Business Licenses – Registration Papers, Tax Payment Certification, etc.*
- c) *Latest Audited Financial Statement – income statement and balance sheet to indicate its financial stability, liquidity, credit standing, and market reputation, etc. ;*
- d) *Track Record – list of clients for similar services as those required by UNDP, indicating description of contract scope, contract duration, contract value, contract references;*
- e) *Certificates and Accreditation – including Quality Certificates, Patent Registrations, Environmental Sustainability Certificates, etc.*
- f) *Written Self-Declaration that the company is not in the UN Security Council 1267/1989 List, UN Procurement Division List or Other UN Ineligibility List.*

B. Technical specification of the proposed Aquaponic system

The Service Provider must describe the technical specifications of the proposed system. These technical specifications should include the following:

- *List of all components of the proposed Aquaponic system*
- *The average annual rate of Fish production Kg/year*
- *The average annual production of plants Kg/year*
- *The annual electricity consumption*
- *The annual water consumption*
- *The country of origin for the pumps, and filters used in the system*
- *Method of cleaning the filter and periodicity of that cleaning*

¹¹ This serves as a guide to the Service Provider in preparing the Proposal.

¹² Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

- *Water loss in the system: % of water losses per Year*
- *Method of collecting and disposal of sludge*
- *Filter estimated lifetime: number of years*
- *Warranty period of the proposed filter: number of years*
- *Country of origin for the proposed water pumps*
- *Proposed Pumps test results, performance curves*
- *Warranty period of the proposed pump: number of years*
- *Energy consumption for proposed pumps: KWH*
- *Estimated lifetime for each proposed pump: number of years*
- *Provide detailed description on how the field installation will be performed either by the company's own technicians or subcontracting national Azerbaijani technicians and how to perform QA/QC over the installation of the proposed system.*
- *Provide proposed mechanism to ensure efficient and timely after sales maintenance services*

C. Qualifications of Key Personnel

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

- a) Names and qualifications of the following key personnel that will perform the services indicating the project Manager, the technical trainer, and the technician who will supervise the installation and testing of the proposed system.;*
- b) CVs demonstrating qualifications must be submitted for the above -mentioned key personnel; and*
- c) Written confirmation from each personnel that they are available for the entire duration of the contract.*

D. Cost Breakdown per Deliverable

	Deliverables <i>[list them as referred to in the RFP]</i>	Percentage of Total Price <i>(Weight for payment)</i>	Price <i>(Lump Sum, All Inclusive)</i>
1	Approval of the detailed work plan for the construction of the Aquaponic system in the Greenhouse 10 X 25 m	15%	
2	Shipping all the system components to Baku Azerbaijan, custom clearance of the shipped equipment, transporting all the shipped equipment to IDEA Animal Care Center in Baku, Azerbaijan	35%	
3	Full installation of the Aquaponic system in the greenhouse in the Animal Care Center	35%	
4	Test and handover the system to the UNDP/GEF Kura II project and conduct an online training for 2 days for 6-8 technicians and farmers on the operation and maintenance of the installed system	15%	

	Total	100%	
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E. Cost Breakdown by Cost Component

#	Description	UOM	Quantity	Unit Price excluding VAT in USD	Total excluding VAT in USD
First Payment: Approval of the detailed work plan for the construction of the Aquaponic system in the Greenhouse 10 X 25 m					
1	Detailed work plan for the construction of the Aquaponic system in the Greenhouse 10 X 25 m.	Unit	1		
Second Payment: Shipping all the system components to Baku Azerbaijan, custom clearance of the shipped equipment, transporting all the shipped equipment to IDEA Animal Care Center in Baku, Azerbaijan					
2	Cost of the Proposed Aquaponic system components	Unit	1		
3	Custom clearance of the shipped equipment (UNDP-Kura II project will provide an official letter that this equipment is exempted from VAT and Customs)				
4	Transportation cost and other costs related to shipping and delivering the aquaponic system equipment to the selected site	Unit	1		
Third Payment: Full installation of the Aquaponic system in the greenhouse in IDEA Animal Care Center in Baku, Azerbaijan,					
5	Installation Cost	Unit	1		
Fourth Payment: Test and handover the system to the UNDP/GEF Kura II project and conduct an online training for 2 days					
6	Test and handover the system to the UNDP/GEF Kura II project	Unit	1		
7	Conduct an online training for 2 days for 6-8 technicians and farmers on the operation and maintenance of the installed system	Day	2		
Total cost Excluding VET (USD)					

TABLE 2 : Estimated Operating Costs (if applicable)

List of Consumable Item/s (Include fast moving parts, if any)	Estimated Average Consumption	Unit of Measure	Unit Price	Total Price per Item

TABLE 3 : Offer to Comply with Other Conditions and Related Requirements

Other Information pertaining to our Quotation are as follows:	Your Responses		
	<i>Yes, we will comply</i>	<i>No, we cannot comply</i>	<i>If you cannot comply, pls. indicate counter proposal</i>
<i>Delivery Lead Time</i>			
<i>Estimated weight/volume/dimension of the Consignment:</i>			
<i>Country/ies Of Origin¹³:</i>			
<i>Filtration System</i>			
<i>Water Pumps</i>			
<i>Air Blowers</i>			
<i>Warranty and After-Sales Requirements</i>			
<i>Online Training on Operations and Maintenance</i>			
<i>Minimum one (1) year warranty on both parts and labor</i>			
<i>Validity of Quotation</i>			
<i>All Provisions of the UNDP General Terms and Conditions</i>			
<i>Prepare Detailed work plan for the design, delivery, installation, testing, and handover the aquaponic system and submit it to the project PCU asking the approval of the project CTA/RC;</i>			
<i>Develop a technical design drawing for the proposed system to fit in the greenhouse area of 10 X 25 m, and send it to the project CTA/RC for approval.</i>			
<i>Shipment of the proposed system components to Baku Azerbaijan and release equipment from custom</i>			
<i>Transport the shipped equipment to IDEA Animal Care Center in Baku</i>			
<i>Full installation of the Aquaponic system in the field according to the design drawings and specifications approved by the project CTA.</i>			
<i>Test the Aquaponic system and ensure that all components working according to the specification and the design drawings are approved by the project CTA/RC</i>			
<i>Handover of the system to the UNDP/GEF Kura II project technical committee</i>			
<i>Provide technical assistance for the installed system during the warranty period.</i>			

¹³ If the country of origin requires Export License for the goods being procured, or other relevant documents that the country of destination may require, the supplier must submit them to UNDP if awarded the PO/contract.

<i>Conduct online training for 6-8 technicians and farmers, on how to operate the installed system and how to do the preventive maintenance</i>			
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All other information that we have not provided automatically implies our full compliance with the requirements, terms and conditions of the RFP.

*[Name and Signature of the Service Provider'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 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. 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/Stationery¹⁴)

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,

¹⁴ Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes