



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

United Nations Development Program 50 <sup>th</sup> Anniversary str,3 Baku, Azerbaijan	<b>DATE:</b> 10.05.2022
	<b>REFERENCE:</b> Consultancy Services to support VET in Azerbaijan <b><i>Nº RFP_04 VET4FUTURE 2022</i></b>

Dear Sir / Madam:

We kindly request you to submit a Proposal on providing consultancy services in implementation and development of of curricula and materials for the Higher TVET and short-term courses, capacity building program and trainings for teachers, educators and masters/instructors of selected programmes, other supporting services within “VET for the future: development of VET providers’ excellence in Azerbaijan” project.

Please be guided by the form attached hereto as Annex 2, in preparing your Proposal.

The proposal must be submitted on or before **18:00 (by local time) on the 24 May 2022**, via email to the address below:

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

**Subject:** Curricula and module teaching material development, capacity building training and human resource plan and TN assessment consultancy services in VET

**The Proposer is required to prepare Financial Proposal in a password protected file separate from the Technical Proposal. The passwords to financial document shall not be provided if not officially requested by UNDP.**

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

In the course of preparing your Proposal, it shall remain your responsibility to ensure that it reaches the above address 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/procurement/protest.shtml>.

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

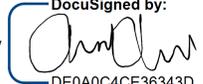
UNDP implements a zero tolerance on fraud and other proscribed practices, and is committed to preventing, identifying and addressing all such acts and practices against UNDP, as well as third parties involved in UNDP activities. UNDP expects its Service Providers to adhere to the UN Supplier Code of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

Thank you and we look forward to receiving your Proposal.

Sincerely yours,

Subhan Ahmadov

11.05.2022

DocuSigned by:  
  
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## Annex 1

## Description of Requirements

Context of the Requirement	<p><b>Background</b></p> <p>The project “VET for the future development of VET providers’ excellence in Azerbaijan” is intended to support the modernization of VET institutions in Azerbaijan to deliver competence-based training in order to increase the attractiveness and labour market relevance of VET. Project activities will be piloted in seven VET schools/centers (four in Baku and three in the regions - Ganja, Jalilabad and Sheki). The selected schools are priority for the Ministry of Education and have been selected based on factors such as labor market relevance, scaling up VET priority sectors for country development, private sector interest and the existence of required infrastructure. The project’s initiatives/activities will promote public-private cooperation and partnership in the field of work-based learning; build robust capacity of the VET institutions to offer new educational content; and boost the attractiveness of VET education for young people.</p> <p>The project is structured around the following three pillars:</p> <ul style="list-style-type: none"> <li>• Pillar 1: Introduction of innovation in the selected VET providers</li> <li>• Pillar 2: Infrastructure and equipment modernization in the target group of selected VET providers</li> <li>• Pillar 3: Capacity development for VET providers in Azerbaijan</li> </ul> <p>The application of new approaches to increase the content and coverage of vocational education in selected VET providers is the basis of Introduction of innovative VET services into selected VET providers. The project will support development of selected VET providers through application of new of curricula and materials for the Higher TVET and short-term courses, as well as the application of curricula tailored to the needs of PwDs and other vulnerable groups in vocational education. The project will also support innovative approaches through the update of the educational content considering the perspectives of future and green skills, training materials that meet the internationally accepted requirements, as well as the creation of digital training materials to increase quality of the VET services in selected VET providers.</p> <p><b>a. Objective of the assignment</b></p> <p>The company should support the development of curricula and materials for the Higher TVET and short-term courses, improvement of content and introduction of new innovative approach in vocational education through the development of new programs including curriculum and training materials, organizing capacity</p>
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	<p>building program and trainings for teachers. Thus, activities and directions that will be supported as a result of the project achievements are new for the existing staff of VET providers, therefore, appropriate capacity building programmes/measures also form the basis to ensure sustainable implementation of those activities.</p> <p><b>The main objective of this assignment is to support the project team <i>with the development of human resource plans and training needs assessments for the targeted five VET providers and develop 14 long-term programmes, and 15 short term courses within this assignment.</i></b></p> <p>The short-term courses can last up to 6 months, the high VE can last three or four years, the technical VE for one or two years, and the duration and content will be determined based on the qualification's standards determined by employers together with SAVE.</p> <p><i>The exact number of curricula is 4 for High VE with syllabus (with 180 credit), 10 Technical VE and 15 for short-term courses. Depends on the curricula up to 35 modules must be developed.</i></p> <p><b>The directions of 4 High VE Programme will be: 1. Fashion Design, 2. Hair and beauty services and the directions for the rest 2 occupations will be from Agriculture and Food processing, Chemical Laboratory, logistic.</b></p> <p><b>And for 10 technical VE and 15 short term courses direction will be: TV studio, Industry, Service (beauty or in any), Software development, Animation design (2D/3D), furniture design, butcher, and repairment in ICT, Clean Energy, drivers in mining industry (excavator, bulldozer), repair of electrical equipment.</b></p> <p>In view of this, new programs should include new approaches and applications on education programmes. <b>Company should conduct short desk review covering European Qualification Framework (EQF) level 3, 4, 5 on above proposed directions to suggest proper occupations name, content and equivalent on National Qualification Framework (NQF) level.</b> Any changes to occupation should be endorsed by the SAVE and UNDP project team in advance.<sup>1</sup></p> <p>The exact number of modules for indicated VE level will be identified after development of curricula. Company should undertake copyright issues with the translation of selected teachings materials/modules, if any.</p> <p><b>To ensure the implementation below company must involve max number of students, including students with disabilities. The company should also support</b></p>
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<sup>1</sup> Selected directions and occupations to be agreed with the SAVE and UNDP, and some changes are expected due to the internal policy and prioritized actions by the beneficiary.

	<p><b>graduates with employment opportunities. Company is responsible to support with attracting, interviewing, and involving adults to the short-term courses.</b></p> <p><b>The company should develop human resource plans and the assessment of training needs for five targeted VET providers.</b></p> <p>Company will work very closely with the project VE Coordinator, Career expert and local administrative assistants in Ganja, Shaki, Jalilabad and Baku.</p> <p>The company will closely liaise its activities with the State Agency on Vocational Education, UNDP and other relevant government agencies.</p> <p><b>Materials will be used in all VET centers throughout the country. The contracted company is taking responsibility with the approval (Qrif)<sup>2</sup> of the prepared curriculums and module/teaching materials with the relevant government organization/agencies.</b></p>
Brief Description of the Required Services	<p>Consultancy services will cover the following services:</p> <p><b>Component 1: Desk review, curricula development and capacity building trainings</b></p> <ul style="list-style-type: none"> <li>• Desk review covering European Qualification Framework (EQF) level 3,4,5 on above proposed directions to suggest proper occupations name, content and equivalent on National Qualification Framework (NQF) level</li> <li>• Development of 2 Curricula and syllabus for High Vocational Education and 2 short term curricula and 2 technical VE</li> <li>• Organization of training for teachers, instructors on development and application of new curricula</li> </ul> <p><b>Component 2: Curricula and teachings materials development and further capacity building trainings</b></p> <ul style="list-style-type: none"> <li>• Development of 2 Curricula and syllabus for High Vocational Education, 4 curricula for technical VE and 5 curricula for short term courses</li> <li>• Development of materials for agreed VE level</li> <li>• Development of human resource plans and the assessment of training needs for five targeted VET providers.</li> <li>• Organization of training for teachers, instructors on development and application of new curricula</li> <li>• Support UNDP team to identify trainers to work with the adults for implementation of new programmes</li> <li>• Support newly hired teachers/instructors with the successfully</li> </ul>

<sup>2</sup> Peşə Təhsili müəssisələrində dərslərin istifadəsi üçün Azərbaycan Respublikasının Təhsil Nazirliyi tərəfindən verilən eyniləşdirmə nömrəsi.

	<p>implementation of programme via trainings</p> <p><b>Component 3: Education programmes, capacity building trainings,</b></p> <ul style="list-style-type: none"> <li>• Development of 8 short term, 4 technical VE curricula and some module teachings materials, if needed.</li> <li>• Involve max number of students, including students with disabilities to the 15 short term courses and provide training covering “applicants of self-employed projects, business and soft skills”</li> <li>• Support to promote short-term courses, through various activities, including development of visibility materials and communication activities, on promotion of courses for wide range of auditorium</li> <li>• Organization of training for teachers, instructors on development and application of new curricula</li> </ul> <p><b>Component 4: Finalization of assignment, reporting</b></p> <ul style="list-style-type: none"> <li>• Support with the employment opportunities of graduates / to work in close cooperation with the Career coordinators in the regions and UNDP Career support specialist</li> <li>• Provide Employment Reference Letter <sup>3</sup> of graduates of short-term courses</li> <li>• Final list of recommendations covering all carried out work, also reflecting results and recommendations</li> </ul> <p>It is required to conduct 7 various trainings. 7 various trainings (1 day each) covering 70 teaching staff in online (3) and offline (4) mode to support teachers, instructors to develop new curricula, to implement the new programmes and instructors applying High VE programmes, Initial or technical VE programmes by the end of assignment.</p> <p>All expenses related to venue, food, accommodation, transportation for training participants will be covered by UNDP Project.</p> <p>Company is taking full responsibility for logistical arrangements (meeting with local authorities, stakeholders and beneficiaries and expenses of all mentors/experts hired by the company itself).</p> <p>Overall, during implementation period company should support to promote High VET programme and short-term courses, through various activities, including development of visibility materials and communication activities, on promotion of new programme for wide range of auditorium with the support of communication expert of the project.</p>
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<sup>3</sup> İş yerindən arayış

List and Description of Expected Outputs to be Delivered	<p>The assignment covers the period from June 2022 to June 2023. The total number of expected consultancy days is 250 in total for 2023 and out of 40 days in the field.</p> <p>Note: DSA rates should be calculated up to 108 USD (referring to UN DSA rates)</p> <p>It is envisaged that the selected service provider will submit the following deliverables:</p> <p><i>Deliverable 1:</i></p> <ul style="list-style-type: none"> <li>• Desk review, development of 2 Curricula and syllabus for High Vocational Education and 2 short term curricula and 2 technical VE, organization training for selected staff</li> </ul> <p><i>Deliverable 2:</i></p> <ul style="list-style-type: none"> <li>• Development of 2 Curricula and syllabus for High Vocational Education, 4 curricula for technical VE and 5 curricula for short term courses and module teaching materials</li> </ul> <p><i>Deliverable 3:</i></p> <ul style="list-style-type: none"> <li>• Development of human resource plans and the assessment of training needs for five targeted VET providers</li> </ul> <p><i>Deliverable 4:</i></p> <ul style="list-style-type: none"> <li>• Development of 8 short term, 4 technical VE curricula and some module teachings materials, if needed.</li> </ul> <p><i>Deliverable 5:</i></p> <ul style="list-style-type: none"> <li>• Report reflecting results and recommendations for all deliverables</li> </ul> <p>Note: all deliverables are interlinked with the services indicated in the “Brief Description of the Required Services” section of this RFP.</p>
Person to Supervise the Work/Performance of the Service Provider	Project Manager
Frequency of Reporting	Based upon deliverables
Progress Reporting Requirements	Final deliverables/products shall be submitted and approved by the Project Manager
Location of work	Baku, Ganja, Shaki and Jalilabad and other regions

Expected duration of work	June 2022 – June 2023
Target start date	June 2022
Latest completion date	June 2023
Travels Expected	40 - days travel is expected to the regions (Sheki, Jalilabad, Ganja and other regions)
Special Security Requirements	None
Facilities to be Provided by UNDP (i.e., must be excluded from Price Proposal)	UNDP will provide, its office premises and premises in the VET centers for organization of classes, project local administrative support staff if needed and possible, taking into account the academic year and distribution of the classes in the selected VET centers as well as COVID related situation in the country.
Implementation Schedule indicating breakdown and timing of activities/sub-activities	✓ Required
Names and curriculum vitae of individuals who will be involved in completing the services	✓ Required
Currency of Proposal	✓ United States Dollars
Value Added Tax on Price Proposal	✓ must be exclusive of VAT and other applicable indirect taxes
Validity Period of Proposals (Counting for the last day of	✓ 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

<i>submission of quotes)</i>	Proposal shall then confirm the extension in writing, without any modification whatsoever on the Proposal.
<i>Joint Venture, Consortium or Association</i>	<ul style="list-style-type: none"> <li>- If the Bidder is a group of legal entities that will form or have formed a Joint Venture (JV), Consortium or Association for the Proposal, they shall confirm in their Proposal that : (i) they have designated one party to act as a lead entity, duly vested with authority to legally bind the members of the JV, Consortium or Association jointly and severally, which shall be evidenced by a duly notarized Agreement among the legal entities, and submitted with the Proposal; and (ii) if they are awarded the contract, the contract shall be entered into, by and between UNDP and the designated lead entity, who shall be acting for and on behalf of all the member entities comprising the joint venture.</li> <li>- After the Deadline for Submission of Proposal, the lead entity identified to represent the JV, Consortium or Association shall not be altered without the prior written consent of UNDP.</li> <li>- The lead entity and the member entities of the JV, Consortium or Association shall abide by the provisions of Clause 9 herein in respect of submitting only one proposal.</li> <li>- The description of the organization of the JV, Consortium or Association must clearly define the expected role of each of the entity in the joint venture in delivering the requirements of the RFP, both in the Proposal and the JV, Consortium or Association Agreement. All entities that comprise the JV, Consortium or Association shall be subject to the eligibility and qualification assessment by UNDP.</li> <li>- A JV, Consortium or Association in presenting its track record and experience should clearly differentiate between: <ul style="list-style-type: none"> <li>a) Those that were undertaken together by the JV, Consortium or Association; and</li> <li>b) Those that were undertaken by the individual entities of the JV, Consortium or Association.</li> </ul> </li> <li>- Previous contracts completed by individual experts working privately but who are permanently or were temporarily associated with any of the member firms cannot be claimed as the experience of the JV, Consortium or Association or those of its members, but should only be claimed by the individual experts themselves in their presentation of their individual credentials.</li> <li>- JV, Consortium or Associations are encouraged for high value, multi-sectoral</li> </ul>

	requirements when the spectrum of expertise and resources required may not be available within one firm.			
Partial Quotes	✓ Not permitted			
Payment Terms	<b>Deliverables</b>	<b>Percentage</b>	<b>Timing</b>	<b>Condition for Payment Release</b>  Within fifteen (15) days from the date of meeting the following conditions:  a) UNDP's written acceptance (i.e., not mere receipt) of the quality of the outputs; and  b) Receipt of invoice from the Service Provider.
	<i>Deliverable 1, for details, see above</i>	20%	July 2022	
	<i>Deliverable 2, for details, see above</i>	30%	September 2022	
	<i>Deliverable 3: see above for details</i>	10%	November 2022	
	<i>Deliverable 4, for details, see above</i>	20%	February – March 2023	
	<i>Deliverable 5, for details, see above</i>	20%	May-June 2023	
Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment	Project Manager			
Type of Contract to be Signed	✓ Purchase Order ✓ Contract for Professional Services			

Criteria for Contract Award	<ul style="list-style-type: none"> <li>✓ Highest Combined Score (based on the 70% technical offer and 30% price weight distribution, for details see ToR attached as an annex 4)</li> <li>✓ Full acceptance of the UNDP Contract General Terms and Conditions (GTC). This is a mandatory criterion and cannot be deleted regardless of the nature of services required. Non-acceptance of the GTC may be grounds for the rejection of the Proposal.</li> </ul>
Criteria for the Assessment of Proposal	<p>Combined scoring method, the formula for the rating (70 % for technical evaluation and 30% for financial) of the Proposals will be as follows:</p> <p><b>Expertise of firm /organization submitting proposal. 25 Marks</b></p> <ul style="list-style-type: none"> <li>• General Organizational Capability which is likely to affect implementation (i.e. loose consortium, holding company or one firm, size of the firm / organization) <b>(5 Marks)</b></li> <li>• A year of expertise in providing consultancy services relevant field, education, research, assessments <b>(5 Marks)</b></li> <li>• Extent to which any work would be subcontracted, if yes, good reputation of the vendor i.e., performers, services provided in the past, with relevance of: <ul style="list-style-type: none"> <li>➤ Specialized Knowledge</li> <li>➤ Expertise on Similar Programme / Projects</li> <li>➤ Work for UN / major multilateral/ or bilateral programmes <b>(15 Marks)</b></li> </ul> </li> </ul> <p><b>Proposed Work Plan and Approach. 25 Marks</b></p> <ul style="list-style-type: none"> <li>• Does the Bidder understand the task? <b>(10 Marks)</b></li> <li>• Professional approaches in the similar projects described: quality and completeness of the services, sustainability, effectiveness is marked/described <b>(8 Marks)</b></li> <li>• System of quality control of the services provided as well as reporting and monitoring plan <b>(7 Marks)</b></li> </ul> <p><b>Personnel. 20 Marks</b></p> <ul style="list-style-type: none"> <li>• Educational Qualification in the relevant field <b>(5 Marks)</b></li> <li>• Professional Expertise in the relevant area <b>(5 Marks)</b></li> <li>• Professional Expertise of working with the UN, embassies, or other international and government organizations <b>(5 Marks)</b></li> </ul>

	<ul style="list-style-type: none"> <li>English Language ability (spoken and writing) <b>(5 Marks)</b></li> </ul> <p>A total possible value of the technical component is <b>70 Marks</b></p> <p><i>The minimum threshold for technical part of the offers is <b>49 Marks</b>.</i></p> <div style="border: 1px solid black; padding: 5px;"> <p><u>Rating the Technical Proposal (TP):</u></p> <p><b>TP Rating</b> = (Total Score Obtained by the Offer / Max. Obtainable Score for TP) x 100</p> <p><u>Rating the Financial Proposal (FP):</u></p> <p><b>FP Rating</b> = (Lowest Priced Offer / Price of the Offer Being Reviewed) x 100</p> <p><u>Total Combined Score:</u></p> <p>(TP Rating) x (Weight of TP, e.g., 70%)</p> <p>+ (FP Rating) x (Weight of FP, e.g., 30%) _____</p> </div> <p><b>Total Combined and Final Rating of the Proposal</b></p>
UNDP will award the contract to:	<ul style="list-style-type: none"> <li>✓ One Service Providers, depending on the following factors: Technically and financially responsive offers</li> </ul>
Annexes to this RFP	<ul style="list-style-type: none"> <li>✓ Form for Submission of Proposal (Annex 2)</li> <li>✓ General Terms and Conditions / Special Conditions (Annex 3)</li> <li>✓ Detailed TOR (Annex 4)</li> </ul>
Contact Person for Inquiries  (Written inquiries only)	<p><i>For clarifications/questions please send your written quires to the email addresses below:</i></p> <p>to <a href="mailto:procurement.aze@undp.org">procurement.aze@undp.org</a></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>
Other Information <i>[pls. specify]</i>	

**FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL**

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

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[Insert: Location].

[Insert: Date]

To: [insert: Name and Address of UNDP focal point]

Dear Sir/Madam:

We, the undersigned, hereby offer to render the following services to UNDP in conformity with the requirements defined in the RFP dated [specify date], and all of its attachments, as well as the provisions of the UNDP General Contract Terms and Conditions:

**A. Qualifications of the Service Provider**

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

*The company/institution should provide:*

- X** Company Profile, which should not exceed fifteen (15) pages, including printed brochures and product catalogues relevant to the goods/services being procured
- X** Technical proposal, methodological approach to work and implementation plan
- X** A year of expertise in providing consultancy services relevant field, education, research, assessments.
- X** List of track records for similar assignments/services performed in the past
- X Financial proposal, password protected, all open proposals will be disqualified**
- X** Tax Registration/Payment Certificate issued by the Internal Revenue Authority evidencing that the Bidder is updated with its tax payment obligations, or Certificate of Tax exemption, if any such privilege is enjoyed by the Bidder
- X** Certificate of Registration of the business, including Articles of Incorporation, or equivalent document if Bidder is not a corporation
- X** Official Letter of Appointment as local representative, if Bidder is submitting a Bid in behalf of an entity located outside the country

**X** List of proposed Personnel and their Resumes that show capacity and performance of the minimum requirements (please use standard form for all CVs)

**X** Acceptance of General Terms Conditions

**X** At least two reference letters from the Top 2 clients

**X** At least two contracts with total sum of 200.000 USD in the previous 3 years with proving (copy of contracts, and contact persons for reference check)

**X** 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

**X** VAT excluded from the financial offer

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

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

**C. Qualifications of Key Personnel**

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

- a) Names and qualifications of the key personnel that will perform the services indicating who is Team Leader, who are supporting, etc.;*
- b) CVs demonstrating qualifications must be submitted if required by the RFP; and*

**D. Cost Breakdown per Deliverable\***

**The financial proposal must be password protected and separated from RFP. It and shall not be provided until its requested by the procurement office of UNDP.**

The payment will be done to the Company after successful completion of each deliverable.

Deliverables	Percentage	Timing	Condition for Payment Release
Deliverable 1, for details, see above	20%	July 2022	Within fifteen (15) days from the date of meeting the following conditions: a) UNDP's written acceptance (i.e., not mere receipt) of the quality of the outputs; and
Deliverable 2, for details, see above	30%	September 2022	
Deliverable 3, for details, see above	10%	November 2022	

Deliverable 4, for details, see above	20%	January – March 2023	b) Receipt of invoice from the Service Provider.
Deliverable 5, for details, see above	20%	May-June 2023	

E. **Cost Breakdown by Cost Component:**

Description of Activity	Remuneration per Unit of Time	Total Period of Engagement	No. of Personnel	Total Rate
<b>I. Personnel Services</b>				
Team Leader		250	1	
Vocational Education Expert		150	1	
Expert on Agriculture and Food processing,		30	1	
Expert on Chemical Laboratory		30	1	
Expert on Fashion Designer		40	1	
Expert in Clean Energy sector		20	1	
Expert in Beauty sector		30	1	
Expert in ICT		30	1	
Expert in Mining industry		30	1	
<b>II. Out of Pocket Expenses</b>				
1. Travel Costs		40	4	
2. Daily Allowance				
3. Communications				
4. Reproduction				
5. Equipment Lease				
6. Translation of documents				
7. Others (please specify)				
<b>III. Other Related Costs</b>				
<i>Please specify</i>				
<i>Grand Total</i>				

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

*[Designation]*

*[Date]*

**Annex 4****Terms of Reference**

**REFERENCE:** Consultancy services under “VET for the future: development of VET providers’ excellence in Azerbaijan Project” EU grant program **No RFP\_04 VET4FUTURE 2022**

<b>Position</b>	Recruitment of the team of experts and provision of consultancy services for development of curricula and module teaching material, human resource plan and TN assessment and capacity building training consultancy services in VET
<b>Project Title:</b>	“VET for the future: development of VET providers’ excellence in Azerbaijan”
<b>Duration of Engagement:</b>	June 2022 – June 2023, 250 consultancy days
<b>Duty Station:</b>	Baku
<b>Office:</b>	UNDP Azerbaijan

**Background:**

The project “VET for the future development of VET providers’ excellence in Azerbaijan” is intended to support the modernization of VET institutions in Azerbaijan to deliver competence-based training in order to increase the attractiveness and labour market relevance of VET. Project activities will be piloted in seven VET schools/centers (four in Baku and three in the regions - Ganja, Jalilabad and Sheki). The selected schools are priority for the Ministry of Education and have been selected based on factors such as labor market relevance, scaling up VET priority sectors for country development, private sector interest and the existence of required infrastructure. The project’s initiatives/activities will promote public-private cooperation and partnership in the field of work-based learning; build robust capacity of the VET institutions to offer new educational content; and boost the attractiveness of VET education for young people.

The project is structured around the following three pillars:

- Pillar 1: Introduction of innovation in the selected VET providers
- Pillar 2: Infrastructure and equipment modernization in the target group of selected VET providers
- Pillar 3: Capacity development for VET providers in Azerbaijan

The application of new approaches to increase the content and coverage of vocational education in selected VET providers is the basis of Introduction of innovative VET services into selected VET providers. The project will support development of selected VET providers through application of Dual Programme, short-time course and dual degree / diploma approaches, as well as the application of curricula tailored to the needs of PwDs and other vulnerable groups in vocational education. The project will also support

innovative approaches through the update of the educational content considering the perspectives of future and green skills, training materials that meet the internationally accepted requirements, as well as the creation of digital training materials to increase quality of the VET services in selected VET providers.

**b. Objective of the assignment**

The company should support the development of curricula and materials for the Higher TVET and short-term courses, improvement of content and introduction of new innovative approach in vocational education through the development of new programs including curriculum and training materials, organizing capacity building program and trainings for teachers. Thus, activities and directions that will be supported as a result of the project achievements are new for the existing staff of VET providers, therefore, appropriate capacity building programmes/measures also form the basis to ensure sustainable implementation of those activities.

The main objective of this assignment supports the project team with the development of human resource plans and training needs assessments for the targeted five VET providers and develop 14 long-term programmes, and 15 short term courses within this assignment.

The short-term courses can last up to 6 months, the high VE can last three or four years, the technical VE for one or two years, and the duration and content will be determined based on the qualifications standards determined by employers together with SAVE.

The exact number of curricula is 4 for High VE with syllabus (with 180 credit), 10 Technical VE and 15 for short-term courses. Depends on the curricula up to 35 modules must be developed.

The directions of 4 High VE Programme will be: 1. Fashion Design, 2. Hair and beauty services and the directions for the rest 2 occupations will be from Agriculture and Food processing, Chemical Laboratory, logistic.

And for 10 technical VE and 15 short term courses direction will be; TV studio, Industry, Service (beauty or in any), Software development, Animation design (2D/3D), furniture design, butcher, and repairment in ICT, Clean Energy, drivers in mining industry (excavator, bulldozer), repair of electrical equipment.

In view of this, new programs should include new approaches and applications on education programmes. Company should conduct short desk review covering European Qualification Framework (EQF) level 3,4,5 on above proposed directions to suggest proper occupations name, content and equivalent on National Qualification Framework (NQF) level. Any changes to occupation should be endorsed by the SAVE and UNDP project team in advance.

The exact number of modules for indicated VE level will be identified after development of curricula. Company should undertake copyright issues with the translation of selected teachings materials/modules, if any.

To ensure the implementation below company must involve max number of students, including students with disabilities. The company should support graduates with employment opportunities in a consultation with the career support specialists of the project as well as career guidance specialists in the selected VE centers. Company is responsible to support with attracting, interviewing, and involving adults to the short-term courses.

The company should develop human resource plans and the assessment of training needs for five targeted VET providers.

Company will work very closely with the project VE Coordinator, Career expert and local administrative assistants in Ganja, Shaki, Jalilabad and Baku.

The company will closely liaise its activities with the State Agency on Vocational Education, UNDP and other relevant government agencies.

**c. Scope of assignment**

Consultancy services will cover the following services:

**Component 1: Desk review, curricula development and capacity building trainings**

- Desk review covering European Qualification Framework (EQF) level 3,4,5 on above proposed directions to suggest proper occupations name, content and equivalent on National Qualification Framework (NQF) level
- Development of 2 Curricula and syllabus for High Vocational Education and 2 short term curricula and 2 technical VE
- Organization of training for teachers, instructors on development and application of new curricula

**Component 2: Curricula and teachings materials development and further capacity building trainings**

- Development of 2 Curricula and syllabus for High Vocational Education, 4 curricula for technical VE and 5 curricula for short term courses
- Development of materials for agreed VE level
- Development of human resource plans and the assessment of training needs for five targeted VET providers.
- Organization of training for teachers, instructors on development and application of new curricula
- Support UNDP team to identify trainers to work with the adults for implementation of new programmes
- Support newly hired teachers/instructors with the successfully implementation of programme via trainings

**Component 3: Education programmes, capacity building trainings,**

- Development of 8 short term, 4 technical VE curricula and some module teachings materials, if needed.
- Involve an estimated max number of students, including students with disabilities to the 15 short term courses and provide training covering “applicants of self-employed projects, business and soft skills”
- Support to promote short-term courses, through various activities, including development of visibility materials and communication activities, on promotion of courses for wide range of auditorium with the support of Communication expert of the project. The Company should

provide all needed information to the comms expert of the project to be able to prepare comms materials.

- Organization of training for teachers, instructors on development and application of new curricula

#### **Component 4: Finalization of assignment, reporting**

- Support with the employment opportunities / to work in close cooperation with the Career coordinators in the regions and UNDP Career support specialist
- Provide Employment Reference Letter <sup>4</sup> of graduates of short-term courses, if possible
- Report reflecting results and recommendations

It is required to conduct 7 various trainings. 7 various trainings (1 day each) covering 70 teaching staff in online (4) and offline (3) mode to support teachers, instructors to develop new curricula, to implement the new programmes and instructors applying High VE programmes, Initial or technical VE programmes by the end of assignment.

All expenses related to venue, food, accommodation, transportation for training participants will be covered by UNDP Project.

Company is taking full responsibility for logistical arrangements (meeting with local authorities, stakeholders and beneficiaries and expenses of all mentors/experts hired by the company itself).

#### **Deliverables**

The assignment covers the period from June 2022 to June 2023. The total number of expected consultancy days is 250 and 40 days in the field.

It is envisaged that the selected service provider will submit the following deliverables:

<b>Deliverable stage</b>	<b>Description of the deliverable</b>
<i>Deliverable 1</i>	Desk review, development of 2 Curricula and syllabus for High Vocational Education and 2 short term curricula and 2 technical VE, organization training for selected staff
<i>Deliverable 2</i>	Development of 2 Curricula and syllabus for High Vocational Education, 4 curricula for technical VE and 5 curricula for short term courses and module teaching materials
<i>Deliverable 3</i>	Development of human resource plans and the assessment of training needs for five targeted VET providers

<sup>4</sup> İş yerindən arayış

<i>Deliverable 4</i>	Development of 8 short term, 4 technical VE curricula and some module teachings materials, if needed.
<i>Deliverable 5</i>	Report reflecting results and recommendations

**Note:** all deliverables are interlinked with the services indicated in the “Brief Description of the Required Services” section of this RFP.

**All the documents should be sent in electronic form (Microsoft Word and PDF and, if applicable, other relevant formats) in English.** The assignment covers the period from June 2022 to June 2023. The total number of expected consultancy days is 50. Expected travel days in the regions is 40 days.

Expert team involved in assignments:

<b>Deliverables</b>	<b>Minimum requirements on consultants to be engaged</b>
<b>Deliverable 1</b>	<p><b>Team Leader for the overall assignment</b></p> <ul style="list-style-type: none"> <li>• Master’s degree in management, education, economy or other related field.</li> <li>• At least 2 years’ expertise in management, projects</li> <li>• Ability to communicate effectively both orally and verbally, using generally accepted correspondence and report formats;</li> <li>• Excellent Azerbaijani, English written and oral skills</li> </ul> <p><b>Vocational Education expert</b></p> <ul style="list-style-type: none"> <li>• Bachelor’s degree in management, education, pedagogy or other related field;</li> <li>• At least 2 years’ expertise as Vocational Education expert or as Vocational Education pedagogue/educator;</li> <li>• At least a year of expertise as professional trainer, in education (trainings for trainers);</li> <li>• Excellent Azerbaijani, English written and oral skills</li> </ul>
<b>Deliverable 2</b>	<p><b>Team Leader for the overall assignment</b></p> <ul style="list-style-type: none"> <li>• Master’s degree in management, education, economy or other related field;</li> <li>• At least 2 years’ expertise in management, projects</li> <li>• Year of experience in provision of assessments of training needs and development of human resource plan and training</li> </ul>

	<ul style="list-style-type: none"> <li>• Ability to communicate effectively both orally and verbally, using generally accepted correspondence and report formats;</li> <li>• Excellent Azerbaijani, English written and oral skills</li> </ul> <p><b>Vocational Education expert</b></p> <ul style="list-style-type: none"> <li>• Bachelor’s degree in management, education, pedagogy or other related field;</li> <li>• At least 2 years’ expertise as Vocational Education expert or as Vocational Education pedagogue/educator;</li> <li>• At least a year of expertise as professional trainer, in education (trainings for trainers);</li> <li>• Excellent Azerbaijani, English written and oral skills</li> </ul> <p><b>Expert in Agriculture and Food processing,</b></p> <ul style="list-style-type: none"> <li>• Bachelor’s degree in Agriculture and Food processing;</li> <li>• At least 2 years’ expertise in provision of various support in Agriculture and food processing sector;</li> <li>• Excellent Azerbaijani written and oral skills</li> </ul> <p><b>Expert in Chemical Laboratory</b></p> <ul style="list-style-type: none"> <li>• Bachelor’s degree in Chemistry</li> <li>• At least 2 year’s working expertise in Chemical Laboratory;</li> <li>• Working expertise in education sector is an asset;</li> <li>• Excellent Azerbaijani written and oral skills</li> </ul> <p><b>Expert in Beauty sector</b></p> <ul style="list-style-type: none"> <li>• at least secondary education</li> <li>• At least 5 year’s working expertise in beauty sector offering professional services (if needed Certificate will be required by UNDP team)</li> <li>• Working expertise in education sector is an asset;</li> <li>• Excellent Azerbaijani written and oral skills</li> </ul>
<p><b>Deliverable 3</b></p>	<p><b>Team Leader for the overall assignment</b></p>

	<ul style="list-style-type: none"> <li>• Master’s degree in management, education, economy or other related field;</li> <li>• At least 2 years’ expertise in management, projects</li> <li>• Year of experience in provision of assessments of training needs and development of human resource plan and training</li> <li>• Ability to communicate effectively both orally and verbally, using generally accepted correspondence and report formats;</li> <li>• Excellent Azerbaijani, English written and oral skills</li> </ul> <p><b>Vocational Education expert</b></p> <ul style="list-style-type: none"> <li>• Bachelor’s degree in management, education, pedagogy or other related field;</li> <li>• At least 2 years’ expertise as Vocational Education expert or as Vocational Education pedagogue/educator;</li> <li>• At least a year of expertise as professional trainer, in education (trainings for trainers);</li> <li>• Excellent Azerbaijani, English written and oral skills</li> </ul>
<b>Deliverable 4</b>	<p><b>Team Leader for the overall assignment</b></p> <ul style="list-style-type: none"> <li>• Master’s degree in management, education, economy or other related field;</li> <li>• At least 2 years’ expertise in management, projects</li> <li>• Year of experience in provision of assessments of training needs and development of human resource plan and training</li> <li>• Ability to communicate effectively both orally and verbally, using generally accepted correspondence and report formats;</li> <li>• Excellent Azerbaijani, English written and oral skills</li> </ul> <p><b>Vocational Education expert</b></p> <ul style="list-style-type: none"> <li>• Bachelor’s degree in management, education, pedagogy or other related field;</li> <li>• At least 2 years’ expertise as Vocational Education expert or as Vocational Education pedagogue/educator;</li> <li>• At least a year of expertise as professional trainer, in education (trainings for trainers);</li> </ul>

	<ul style="list-style-type: none"> <li>• Excellent Azerbaijani, English written and oral skills</li> </ul> <p><b>Expert in on Fashion Designer</b></p> <ul style="list-style-type: none"> <li>• Bachelor’s degree in Fashion, Textile, Textile engineer any other suitable</li> <li>• At least 5 year’s working expertise in Fashion design sector</li> <li>• Working expertise in education sector is an asset;</li> <li>• Excellent Azerbaijani written and oral skills</li> </ul> <p><b>Expert in Energy sector, especially in clean energy</b></p> <ul style="list-style-type: none"> <li>• Bachelor’s degree in Energy related sector</li> <li>• At least 2 year’s working expertise in clean energy sector</li> <li>• Working expertise in education sector is an asset;</li> <li>• Excellent Azerbaijani written and oral skills</li> <li>•</li> </ul> <p><b>Expert in ICT</b></p> <ul style="list-style-type: none"> <li>• Bachelor’s degree in ICT related field, engineer and etc,</li> <li>• At least 2 year’s working expertise in ICT</li> <li>• Working expertise in education sector is an asset;</li> <li>• Excellent Azerbaijani written and oral skills</li> </ul> <p><b>Expert in Mining Industry</b></p> <ul style="list-style-type: none"> <li>• Bachelor’s degree in Mining or related field</li> <li>• At least 2 year’s working expertise in mining industry</li> <li>• Working expertise in education sector is an asset;</li> <li>• Excellent Azerbaijani written and oral skills</li> </ul>
<p><b>Deliverable 5</b></p>	<p><b>Team Leader for the overall assignment</b></p> <ul style="list-style-type: none"> <li>• Master’s degree in management, education, economy or other related field;</li> <li>• At least 2 years’ expertise in management, projects</li> <li>• Year of experience in provision of assessments of training needs and development of human resource</li> </ul>

	<p>plan and training</p> <ul style="list-style-type: none"> <li>• Ability to communicate effectively both orally and verbally, using generally accepted correspondence and report formats;</li> <li>• Excellent Azerbaijani, English written and oral skills</li> </ul> <p><b>Vocational Education expert</b></p> <ul style="list-style-type: none"> <li>• Bachelor's degree in management, education, pedagogy or other related field;</li> <li>• At least 2 years' expertise as Vocational Education expert or as Vocational Education pedagogue/educator;</li> <li>• At least a year of expertise as professional trainer, in education (trainings for trainers);</li> <li>• Excellent Azerbaijani, English written and oral skills</li> </ul>
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#### F. Criteria for the Assessment of Proposals

Combined scoring method, the formula for the rating (70 % for technical evaluation and 30% for financial) of the Proposals will be as follows:

##### Expertise of firm /organization submitting proposal. 25 Marks

- General Organizational Capability which is likely to affect implementation (i.e. loose consortium, holding company or one firm, size of the firm / organization) **(5 Marks)**
- A year of expertise in providing consultancy services relevant field, education, research, assessments **(5 Marks)**
- Extent to which any work would be subcontracted, if yes, good reputation of the vendor i.e. performers, services provided in the past, with relevance of:
  - Specialized Knowledge
  - Expertise on Similar Programme / Projects
  - Work for UN / major multilateral/ or bilateral programmes **(15 Marks)**

##### Proposed Work Plan and Approach. 25 Marks

- Does the Bidder understand the task? **(10 Marks)**
- Professional approaches in the similar projects described: quality and completeness of the services, sustainability, effectiveness is marked/described **(8 Marks)**
- System of quality control of the services provided as well as reporting and monitoring plan **(7 Marks)**

##### Personnel. 20 Marks

- Educational Qualification in the relevant field **(5 Marks)**

- Professional Expertise in the relevant area **(5 Marks)**
- Professional Expertise of working with the UN, embassies, or other international and government organizations **(5 Marks)**
- English Language ability (spoken and writing) **(5 Marks)**

A total possible value of the technical component is **70 Marks**

*The minimum threshold for technical part of the offers is **49 Marks**.*

Rating the Technical Proposal (TP):

**TP Rating** = (Total Score Obtained by the Offer / Max. Obtainable Score for TP) x 100

Rating the Financial Proposal (FP):

**FP Rating** = (Lowest Priced Offer / Price of the Offer Being Reviewed) x 100

Total Combined Score:

(TP Rating) x (Weight of TP, e.g., 70%)

+ (FP Rating) x (Weight of FP, e.g., 30%)

#### **Total Combined and Final Rating of the Proposal**

Combined score among technically responsive offers will be considered, *for details see RFP*

**Note 1:** offers that are rated 70% and above will participate in the next stage of evaluation

**Note 2:** The Contractor will be responsible for all issues connected to the implementation of tasks, including payment of lump sum for local experts.

Offer should include lump sum with taking into consideration all visits of experts to pilot zone (field trips to Ganja, Shaki and Jalilabad) , professional fees, interviews, etc. UNDP will support with the logistical support, providing of venue, food and accommodation in case, if it's needed only for training participants.

#### **Monitoring:**

The Project Team will monitor all deliverables and the quality of services.

### **Annex 3**

#### ***General Terms and Conditions for Services***

##### **1.0 LEGAL STATUS:**

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

##### **2.0 SOURCE OF INSTRUCTIONS:**

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

##### **3.0 CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES:**

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

##### **4.0 ASSIGNMENT:**

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

##### **5.0 SUB-CONTRACTING:**

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

##### **6.0 OFFICIALS NOT TO BENEFIT:**

The Contractor warrants that no official of UNDP or the United Nations has received or will be offered by the Contractor any direct or indirect benefit arising from this Contract or the award

thereof. The Contractor agrees that breach of this provision is a breach of an essential term of this Contract.

## **7.0 INDEMNIFICATION:**

The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, UNDP, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Contractor, or the Contractor's employees, officers, agents or sub-contractors, in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.

## **8.0 INSURANCE AND LIABILITIES TO THIRD PARTIES:**

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

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

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

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

**8.4.1** Name UNDP as additional insured;

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

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

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

**9.0 ENCUMBRANCES/LIENS:**

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

**10.0 TITLE TO EQUIPMENT:**

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

**11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:**

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

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

**11.3** At the request of the UNDP; the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and

transferring or licensing them to the UNDP in compliance with the requirements of the applicable law and of the Contract.

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

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

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

**13.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:**

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

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

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

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

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

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

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

need to know such Information for purposes of performing obligations under the Contract, provided that, for these purposes a controlled legal entity means:

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

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

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

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

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

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

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

#### **14.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS**

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

including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract.

- 14.2** If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, the UNDP shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 15, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.
- 14.3** Force majeure as used in this Article means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force.
- 14.4** The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in or for any areas in which the UNDP is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas or to any incidents of civil unrest occurring in such areas shall not, in and of itself, constitute force majeure under the Contract..

## **15.0 TERMINATION**

- 15.1** Either party may terminate this Contract for cause, in whole or in part, upon thirty (30) days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16.2 ("Arbitration"), below, shall not be deemed a termination of this Contract.
- 15.2** UNDP reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case UNDP shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.
- 15.3** In the event of any termination by UNDP under this Article, no payment shall be due from UNDP to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract.
- 15.4** Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, the UNDP may, without prejudice to any other right or remedy it may have under the terms of these conditions, terminate this Contract forthwith. The Contractor shall immediately inform the UNDP of the occurrence of any of the above events.

## **16.0 SETTLEMENT OF DISPUTES**

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

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

## **17.0 PRIVILEGES AND IMMUNITIES:**

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

## **18.0 TAX EXEMPTION**

**18.1** Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, inter-alia that the United Nations, including its subsidiary organs, is exempt

from all direct taxes, except charges for public utility services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize the United Nations exemption from such taxes, duties or charges, the Contractor shall immediately consult with the UNDP to determine a mutually acceptable procedure.

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

**19.0 CHILD LABOUR**

- 19.1** The Contractor represents and warrants that neither it, nor any of its suppliers is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical mental, spiritual, moral or social development.

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

**20.0 MINES:**

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

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

**21.0 OBSERVANCE OF THE LAW:**

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

**22.0 SEXUAL EXPLOITATION:**

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

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

**23.0 AUTHORITY TO MODIFY:**

Pursuant to the Financial Regulations and Rules of UNDP, only the UNDP Authorized Official possesses the authority to agree on behalf of UNDP to any modification of or change in this Contract, to a waiver of any of its provisions or to any additional contractual relationship of any kind with the Contractor. Accordingly, no modification or change in this Contract shall be valid and enforceable against UNDP unless provided by an amendment to this Contract signed by the Contractor and jointly by the UNDP Authorized Official.