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

United Nations Development Program
50th Anniversary str, 3 Baku, Azerbaijan

DATE: 28.10.2019
REFERENCE: Develop a mechanism and conduct baseline analysis for the development of long-term, low-greenhouse gas emission development strategies (long term LEDS) for Azerbaijan under the EU4Clima project

Dear Sir/Madam:

We kindly request you to submit a proposal for the preparation of a financial plan for the network of marine and coastal protected areas.

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

The proposal must be submitted on or before November 11, 2019 18:00 local time by e-mail to the following address:

To: procurement.aze@undp.org

Your Proposal must be submitted in English and must be valid for a minimum period of 120 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. While submitting tender documents by email, please kindly ensure that financial proposal is password protected. The passwords shall not be sent until officially requested by UNDP.

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

Thank you and we look forward to receiving your Proposal.

Sincerely yours,

[Signature]

Mr. Subhan Ahmadov
Operations Manager, UNDP Azerbaijan
### Description of Requirements

<table>
<thead>
<tr>
<th>Context of the Requirement</th>
<th>To develop a mechanism and conduct baseline analysis for the development of long-term, low-greenhouse gas emission development strategies (long term LEDS) for Azerbaijan</th>
</tr>
</thead>
<tbody>
<tr>
<td>Brief Description of the Required Services</td>
<td>This will include the following:</td>
</tr>
<tr>
<td></td>
<td>a) Develop goal/objective of the strategies and mechanism how to develop LEDS, including national situation analysis, gender implications, institutional arrangements and communication</td>
</tr>
<tr>
<td></td>
<td>b) Develop a baseline and low-emission (mitigation) scenarios</td>
</tr>
<tr>
<td></td>
<td>c) Develop a training/workshop programme on LEDS development and promotion within the related ministries and governmental agencies</td>
</tr>
<tr>
<td>List and Description of Expected Outputs to be Delivered</td>
<td>1. Provide a report describing the goal/objective and the vision of LEDS, national situation analysis, gender implications, institutional arrangements and inter-ministerial communication</td>
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<tr>
<td></td>
<td>2. Submit a training/workshop report</td>
</tr>
<tr>
<td></td>
<td>3. Submit a draft version of a mechanism on how to develop LEDS</td>
</tr>
<tr>
<td></td>
<td>4. Submit a final version of a mechanism on how to develop LEDS</td>
</tr>
<tr>
<td>Person to Supervise the Work/Performance of the Service Provider</td>
<td>Project Coordinator, Mr. Tamirlan Gasimov</td>
</tr>
<tr>
<td>Frequency of Reporting</td>
<td>Based upon deliverables</td>
</tr>
<tr>
<td>Progress Reporting Requirements</td>
<td>Electronic version of the materials shall be submitted and approved by the Project Coordinator</td>
</tr>
<tr>
<td>Location of work</td>
<td>Baku</td>
</tr>
<tr>
<td>Expected duration of work</td>
<td>8 months</td>
</tr>
<tr>
<td>Target start date</td>
<td>November 28, 2019</td>
</tr>
<tr>
<td>Latest completion date</td>
<td>July 15, 2020</td>
</tr>
<tr>
<td>Travels Expected</td>
<td>Travels are not expected under this contract, however, if any necessity arises during the contracting period, travel costs will be negotiated and agreed upfront and paid to the contractor accordingly.</td>
</tr>
<tr>
<td>Special Security Requirements</td>
<td>None</td>
</tr>
<tr>
<td>Language of the reports</td>
<td>Azeri or English</td>
</tr>
<tr>
<td>-------------------------</td>
<td>-----------------</td>
</tr>
<tr>
<td>Language of the documents submitted</td>
<td>Documents excluding the registration/business documents are not acceptable in Azeri or other languages</td>
</tr>
<tr>
<td>Facilities to be Provided by UNDP (i.e., must be excluded from Price Proposal)</td>
<td>UNDP will provide: - Venue for trainings - Coffee break and lunch - Accommodation - Transportation for participants (if necessary)</td>
</tr>
<tr>
<td>Names and curriculum vitae of individuals who will be involved in completing the services</td>
<td>Required</td>
</tr>
<tr>
<td>Currency of Proposal</td>
<td>Proposals are accepted in USD</td>
</tr>
<tr>
<td>Value Added Tax on Price Proposal</td>
<td>✓ must be exclusive of VAT and other applicable indirect taxes</td>
</tr>
<tr>
<td>Validity Period of Proposals (Counting for the last day of submission of quotes)</td>
<td>✓ 120 days</td>
</tr>
<tr>
<td>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.</td>
<td></td>
</tr>
<tr>
<td>Partial Quotes</td>
<td>✓ Not permitted</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Payment Terms</th>
<th>Outputs</th>
<th>Percentage</th>
<th>Timing</th>
<th>Condition for Payment Release</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Advance payment</td>
<td>20%</td>
<td>Latest by November, 2019</td>
<td>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.</td>
</tr>
<tr>
<td></td>
<td>Training/workshop report</td>
<td>25%</td>
<td>Latest by December 20, 2019</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Draft report on mechanism on how to</td>
<td>25%</td>
<td>Latest by March, 2020</td>
<td></td>
</tr>
<tr>
<td>Person(s) to review/inspect/approve outputs/completed services and authorize the disbursement of payment</td>
<td>Project Coordinator, Mr. Tamirlan Gasimov and UNDP Senior Programme Adviser, Mr. Chingiz Mammadov</td>
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<tr>
<td>Type of Contract to be Signed</td>
<td>✔ Purchase Order</td>
<td></td>
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</tbody>
</table>
| Criteria for Contract Award | ✔ Highest Combined Score (based on the 70% technical offer and 30% price weight distribution, for details see TOR attached as an annex 4)  
✔ Full acceptance of the UNDP Contract General Terms and Conditions (GTC). This is a mandatory criteria 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. |
| Criteria for the Assessment of Proposal | Technical Proposal (70%)  
✔ Experience of the Firm [20 points]  
✔ Methodology, Its Appropriateness to the Condition and Timeliness of the Implementation Plan [30 points]  
✔ Qualification of Key Personnel [20 points]  
*The technical component, which has a total possible value of 70 points if technical proposal achieves the minimum threshold of 49 points, then, the respective proposal passes the threshold for technical stage*  
Financial Proposal (30%)  
To be computed as a ratio of the Proposal's offer to the lowest price among the proposals received by UNDP.  
*Please see the TOR for detailed information* |
| UNDP will award the contract to: | ✔ One and only one Service Provider |
| Annexes to this RFP | ✔ Form for Submission of Proposal (Annex 2)  
✔ General Terms and Conditions / Special Conditions (Annex 3)  
✔ Detailed TOR (Annex 4) |
Annex 2

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

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

[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:*

   a) **Profile** – describing the nature of business, field of expertise
   b) At least 3 years of previous experience in the relevant field
   c) **Business Licenses** – Registration Papers, Tax Payment Certification, etc.
   d) **Track Record** – list of clients for similar services as those required by UNDP
   e) **Written Self-Declaration** that the company is not in the UN Security Council 1267/1999 List, UN Procurement Division List or Other UN Ineligibility List.
   f) **Certificates** or any awards received by the bidder, if available
   g) All information regarding any past and current litigation during the last five (5) years, in
which the bidder is involved, indicating the parties concerned, the subject of the litigation, the
amounts involved, and the final resolution if already concluded.

h) Acceptance of the General Terms and Conditions

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 TOR

D. Cost Breakdown per Deliverable *

<table>
<thead>
<tr>
<th>Outputs</th>
<th>Percentage</th>
<th>Timing</th>
<th>Condition for Payment Release</th>
</tr>
</thead>
</table>
| Advance payment                              | 20%        | Latest by November, 2019 | 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.          |
| Training/workshop report                     | 25%        | Latest by December, 2019 |                                |
| Draft report on mechanism on how to develop LEDS | 25%        | Latest by March, 2020 |                                |
| Final report on a mechanism                  | 30%        | Latest by May, 2020  |                                |
### E. Cost Breakdown by Cost Component [This is only an Example]:

<table>
<thead>
<tr>
<th>Description of Activity</th>
<th>Remuneration per Unit of Time</th>
<th>Total Period of Engagement</th>
<th>No. of Personnel</th>
<th>Total Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>I. Personnel Services</strong></td>
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<tr>
<td>1. Consultancy services</td>
<td></td>
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<tr>
<td>a. Team Leader</td>
<td>8 months</td>
<td>1</td>
<td></td>
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<tr>
<td>b. Expert on Economic assessment</td>
<td>8 months</td>
<td>1</td>
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<tr>
<td>c. Expert on Energy</td>
<td>8 months</td>
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<tr>
<td>d. Expert on Agriculture</td>
<td>8 months</td>
<td>1</td>
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<tr>
<td>e. Expert on Transportation sector</td>
<td>8 months</td>
<td>1</td>
<td></td>
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<tr>
<td>f. Legal expert</td>
<td>8 months</td>
<td>1</td>
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<td>g. Gender expert</td>
<td>8 months</td>
<td>1</td>
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<tr>
<td><strong>II. Out of Pocket Expenses</strong></td>
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<tr>
<td>1. Travel Costs</td>
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<tr>
<td>2. Daily Allowance</td>
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<tr>
<td>3. Communications</td>
<td></td>
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<tr>
<td>4. Reproduction</td>
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<tr>
<td>5. Equipment Lease</td>
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<tr>
<td>6. Others</td>
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<tr>
<td><strong>III. Other Related Costs</strong></td>
<td></td>
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</tbody>
</table>

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**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 subcontractors 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 1988 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, 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.
Annex II

Terms of Reference

Position: Private company to develop a mechanism and conduct baseline analysis for the development of long-term, low-greenhouse gas emission development strategies (long term LEDS) for Azerbaijan

Project Title: “EU4Climate”

Expected Duration: November 2019 – July 2020

Duty Station: Baku

Brief Background and responsibilities of the contractor company

The objective of the project is to support the development and implementation of climate-related policies by the Eastern Partnership (EaP) countries that contribute to their low emission and climate resilient development and their commitments to the Paris Agreement on Climate Change. It identifies key actions and results in line with the Paris Agreement, and the key global policy goals set by the UN 2030 Agenda for Sustainable Development.

In order to achieve the project’s objective, the development of mechanism on how to develop a long-term LEDS (low greenhouse gas emission development strategies) are envisaged under one of the project’s components at this stage of the project. In parallel, baseline analysis will be carried out to assess the national circumstances and capacity of the country to develop a long-term LEDS. Relevant awareness-raising and capacity-building workshops will be conducted to ensure government representatives' participation and support implementation and sustainable development process of LEDS.

- Vision and/or goal of the LEDS including the timeline of LEDS development
- Assessment of the current situation (understanding of major GHG emitting sectors, socio-economic indicators and national strategies)
- Development of emission projections and analysis of mitigation potential and costs
Scope of work

Develop goal/objective of the strategies and mechanism how to develop LEDS, including national situation analysis, gender implications, institutional arrangements and communication

1. Develop a vision and/or goal for the development of mid-century, long-term LEDS in Azerbaijan
2. Determine the objectives of the strategy
3. Select key sectors and other less contributing sectors upon their impact level
4. Develop a plan with the milestones and a set of specific timeframes to develop LEDS
5. Set up mechanisms for inter-sectoral communication and interaction
6. Analyse the national development priorities and trends, including economic, social and sustainable development, energy and how they relate to low-emission development goals
7. Review the national development and sectoral programmes affecting GHG emissions (e.g. renewable energy, energy efficiency programmes, waste management initiatives, agriculture, forestry etc.), on-going and completed climate change related projects (e.g. UNDP/GEF, GCF and other initiatives)
8. Assess the extent to which the climate change programs relate to the national priorities and development plans
9. Analyse the existing national data and methodologies on GHG emissions, inventory, national communications to the UNFCCC etc.
10. Identify the major stakeholders and an institution that will take the leadership and responsibility for coordinating the process and managing cross-sectoral cooperation and broader stakeholder participation
11. Identify what capacity and institutional arrangements and/or changes would be required to develop a mechanism to develop mid-century, long term LEDS
12. Ensure that issues on gender mainstreaming and equal gender representation is included into the mechanism for the development of mid-century, long term LEDS
13. Assess the different implications of actions planned for men and women under the LEDS development mechanism

Develop a baseline and low-emission (mitigation) scenarios

1. Review existing projections for the economic growth, energy demand and supply, land use and gather data for GHG emission scenarios
2. Develop GHG emission scenarios by using relevant methodologies
3. Develop a business as usual (BAU) emission scenario using existing GHG emission inventories
4. Based on the BAU scenario, develop a mitigation or low-emission development scenario by 2050 to identify the impacts of policies on emissions generated by different sectors (e.g., energy, transport, agriculture, waste, forestry etc.)
5. Carry out policy and legal gap analysis in relation to the proposed scenario

Develop a training/workshop programme on LEDS development and promotion within the related ministries and governmental agencies

1. Organize 1 technical roundtable-discussion with the participation of key government representatives to receive their inputs and feedback on formulating a plan to develop LEDS led
2. Organize 1 training session for the government representatives to improve their knowledge on LEDS and help them start promoting and leading the process of development of LEDS.
Training/workshop details include the following:

Two trainings/workshops/roundtable-discussions with the stakeholders should be completed by December with the participation of at least 20 participants per event. Exact schedule of the events is negotiable and will be agreed 10 days prior to the meeting. Trainings to improve the ministries’ and other government official’s knowledge on LEDS are planned to be held in November-December 2019.

As indicated in RFP venue for trainings, accommodation coffee break and lunch will be arranged by UNDP.

The names and contact details of the participants will be provided by UNDP. It will be the responsibility of the contractor company to contact all participants and ensure that they all will attend the trainings.

Contractor should include into their proposals the expenses of their personnel/experts (communication, and if necessary other expenses should also be included)

Also, it is the responsibility of the contractor company to cover expenses for all the necessary (e.g. equipment, printed materials, office supplies for participants and etc.) to conduct training and workshop.

**Deliverables**

<table>
<thead>
<tr>
<th>Deliverable outputs</th>
<th>Minimum requirements for consultants provided by the contractor company</th>
<th>UNDP’s input</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Advance payment</td>
<td>For the implementation of all the deliverables the following experts should be provided by the contracted company:</td>
<td>UNDP will coordinate the overall process by providing access to international expertise and arranging the venue for trainings and workshops envisaged under this contract.</td>
</tr>
</tbody>
</table>
| 2. Provide a report describing the goal/objective and the vision of LEDS, national situation analysis, gender implications, institutional arrangements and inter-ministerial communication | - 1 Team Leader  
- 1 Expert on Economic assessment  
- 1 Expert on Energy sector  
- 1 Expert on Agriculture sector  
- 1 Expert on Transportation sector  
- 1 Legal expert  
- 1 Gender expert |  |
| 3. Submit a Team Leader | - Will be responsible for managing all the activities |  |
training/workshop report.

4. **Submit a draft version of a mechanism on how to develop LEDS**

5. **Submit a final version of a mechanism on how to develop LEDS**

<table>
<thead>
<tr>
<th>envisaged under this contract, assessing the quality of the reports submitted and communicating progress achieved during the implementation of the activities on a regular basis. Team Leader should submit reports prepared under each deliverable directly to the Project Coordinator. In consultation with the project team, Team Leader should identify the major stakeholders and through the meetings or various communication means should develop communication lines with the major stakeholders.</th>
</tr>
</thead>
</table>

**Education and professional/personal skills:**

- University degree in financial and business management, social sciences, MBA, Economics, environmental sciences or in any other relevant field:

- At least 5 years of experience in environment, climate change, economic management, business administration, project management and any other relevant field

- Fluent in written and oral communication in English and Azeri, knowledge of Russian will be an asset

- Strong management and communication skills

**Expert on Economic assessment**

- Will be responsible for providing support to a team of Experts on analyzing national trends and state programs on economic development and its relationship to low-carbon economy development and goals.

**Education and professional/personal skills**

- University degree in Economics, Finance or in other relevant fields

- At least 3 years of experience in conducting economic assessment or any other relevant field
- Fluent in written and oral communication in English and Azeri, knowledge of Russian will be an asset

- Strong skills in economic, audit and financial assessment

- Good team working and communication skills

**Expert on Energy sector**

- Will be responsible to review and analyze the national development programs and policies on energy efficiency and renewable energy which directly affects GHG emissions. He/she will also be responsible to develop a mechanism, including the timeframe with detailed steps on how to develop a long-term low emission development strategies (LEDs). This expert will also take part in identification of major stakeholders mainly on energy sector. In addition, as the energy is considered as the priority sector, the role of an energy expert will be necessary in developing the LEDs' objective, vision and/or goal. One of his or her responsibilities will include assisting the team of experts to develop GHG scenarios through applying projections mainly on energy demand.

**Education and professional/personal skills**

- University degree in energy, climate, environment or in any other relevant field

- At least 3 years of experience in energy sector or any other relevant field

- Fluent in written and oral communication in English and Azeri, knowledge of Russian will be an asset

- Extensive knowledge of the energy sector, national priorities and programs on energy-sector development.
Expert on Agriculture sector

- His or her responsibilities will include analyzing the recent strategic plans or roadmaps adopted by the government on agrarian sector development. This expert should also help the team of experts to develop objectives and a vision of the strategy. He or she will also be involved in developing a mechanism to develop LEDS and conduct baseline analysis on GHG emissions caused by land-use/agriculture sector. This expert will also be responsible for reviewing existing projections on land-use and gather data on GHG emission scenarios by 2050.

Education and professional/personal skills

- University degree in agriculture, climate, environment or in any other relevant field
- At least 3 years of experience in agriculture sector or any other relevant field
- Fluent in written and oral communication in English and Azeri, knowledge of Russian will be an asset
- Extensive knowledge of the land-use/agriculture sector, national priorities and programs on agriculture-sector development.

Expert on Transportation sector

- Will be responsible for reviewing the current transportation policies, strategic plans and programs developed by the government to develop this sector. He or she will help the team of experts to develop baseline and low-emission/mitigation scenarios. This will help the project to compare the current view on GHG emissions and the negative impact made by the transportation sector and the future scenarios which will show the effect of policies adopted by the government on GHG emission generated by the transportation sectors. The consultant will
be responsible for developing GHG emission scenarios using IPCC methodologies.

**Education and professional/personal skills**

- University degree in environment, transportation or in any other relevant field
- At least 3 years of experience in transportation sector or any other relevant field.
- Fluent in written and oral communication in English and Azeri, knowledge of Russian will be an asset
- Experience working with IPCC methodologies and general understanding of the energy sector

**Legal expert**

- Will be responsible for analyzing a legal and an institutional framework which should be included into the mechanism for the development of LEDS. This assessment will help to analyze gaps in legal and institutional frameworks to develop LEDS and provide inputs on introducing legislative and institutional changes with proper timeline and considering account the challenges and opportunities.

**Education and professional/personal skills**

- University degree in legislation or any other relevant field
- At least 3 years of experience in the relevant field
- Strong knowledge of national environmental legislation and policies
- Fluent in written and oral communication in English and Azeri, knowledge of Russian will be an asset

**Expert on Gender**

- Will be responsible for guiding the team of
experts regarding the gender aspects/issues by ensuring that genders are equally represented in the LEDS development process and assess various implications of actions planned for men and women in the plan for LEDS development process. He or she will also help the project with gender aspects under the mainstreaming component of the project as well by providing his/her recommendations and ensuring that gender sensitivity is considered.

**Education and professional/personal skills**

- University degree in gender, social sciences or any other relevant field
- At least 3 years of experience in the relevant field
- Fluent in written and oral communication in English and Azeri, knowledge of Russian will be an asset
- Strong knowledge of gender issues/aspects
- Strong presentation and communication skills

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**General qualification Requirements**

_The company/organization should provide the following documents:_

- **a)** Profile-describing the nature of business, field of expertise
- **b)** At least 3 years of previous experience in the relevant field
- **c)** Business licenses - Registration papers, Tax payment certification, etc.
- **d)** Track Record – list of clients for similar services as those required by UNDP
- **e)** 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
- **f)** Certificates or any awards received by the bidder, if available
- **g)** All information regarding any past and current litigation during the last five (5) years, in which the bidder is involved, indicating the parties concerned, the subject of the litigation, the amounts involved, and the final resolution if already concluded
- **h)** Acceptance of General Terms Conditions;
- **i)** Proposed Methodology for the Completion of Services
j) Names and qualifications of the key personnel that will perform the services indicating who is Team Leader, who are supporting, etc
k) CVs of experts to be involved within the assignment

Payment Terms

<table>
<thead>
<tr>
<th>Outputs</th>
<th>Percentage</th>
<th>Timing</th>
<th>Condition for Payment Release</th>
</tr>
</thead>
<tbody>
<tr>
<td>Advance payment</td>
<td>20%</td>
<td>Latest by November, 2019</td>
<td>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.</td>
</tr>
<tr>
<td>Training/workshop report</td>
<td>25%</td>
<td>Latest by December, 2019</td>
<td></td>
</tr>
<tr>
<td>Draft report on mechanism on how to develop LEDS</td>
<td>25%</td>
<td>Latest by March, 2020</td>
<td></td>
</tr>
<tr>
<td>Final report on a mechanism on how to develop LEDS</td>
<td>30%</td>
<td>Latest by May, 2020</td>
<td></td>
</tr>
</tbody>
</table>

Criteria for the Assessment of Proposal

The technical component, which has a total possible value of 70 points (70% of the total 100%), will be evaluated using the following criteria:

- Experience of the Firm (20 points);
- Methodology, its Appropriateness to the Condition and Timeliness of the Implementation Plan (30 points);
- Qualification of Key Personnel (20 points);
If the substantive presentation of a technical proposal achieves the minimum of 49 points, the competitiveness of the offered amounts will be taken into account in the following manner:

The total percentage for the financial component is 30%. The maximum percentage is allotted to the lowest price proposed. All other proposals shall receive percentage in inverse proportion to the lowest fees; e.g.

\[
\left[ 30 \% \right] \times \left[ \text{US$ lowest} \right] / \left[ \text{US$other} \right] = \text{percentage for other proposer's fees}
\]