



Request for Proposal (RFP)

Date: July 2, 2010

Dear Sir/Madam,

Subject: RFP for development of software for creation and maintenance of new unified Database of Insurers corresponding requirements of both SSPF and Ministry of Taxes of the Republic of Azerbaijan.

1. You are requested to submit a proposal for creation of software, as per enclosed Terms of Reference (TOR).
2. To enable you to submit a proposal, attached are:
 - i. Instructions to Offerors (Annex I)
 - ii. Terms of Reference (TOR)..... (Annex II)
 - iii. Proposal Submission Form(Annex III)
 - iv. Price Schedule(Annex IV)
 - v. General Terms and Conditions(Annex V)
 - vi. Bank Guarantee for advance payment form ...(Annex VI)
 - vii. **Your offer comprising of technical proposal and financial proposal, in separate sealed envelopes, should reach the following address no later than August 2, 15.00 local time.**

Ms. Nazrin Gadimova
UN House
3, UN 50th Anniversary str., Baku, AZ1001, Azerbaijan

marked with –

RFP for development of software for creation and maintenance of new unified Database of Insurers corresponding requirements of both SSPF and Ministry of Taxes of the Republic of Azerbaijan

Pre-bid conference will be take place on July 12, 2010 at 16.00 local time in above mentioned address.

4. If you request additional information, we would endeavor to provide information expeditiously, but any delay in providing such information will not be considered a reason for extending the submission date of your proposal.

The contact persons:

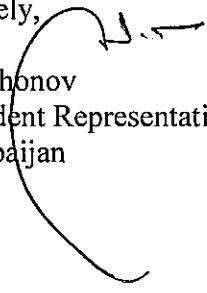
Ms. Humaya Husseynova,
Procurement Specialist, UNDP Azerbaijan
Phone: + 99412 4989888/ext.134
Email:humaya.husseynova@undp.org

Ms. Jalala Allahverdiyeva
Project Analyst, Capacity building for SSPF Project
Phone: +99412 4343862
Email: jalala@pensionreform.az

5. You are requested to acknowledge receipt of this letter and to indicate whether or not you intend to submit a proposal.

Yours sincerely,

Bakhodur Eshonov
Deputy Resident Representative a.i.
UNDP Azerbaijan



Annex I

Instructions to Offerors

Introduction

General

The goal of the present RFP is development of specific application software for creation and maintenance of new unified databases of insurers being registered both in the Ministry of Taxes (MoT) and the State Social Protection Fund of the Republic of Azerbaijan (SSPF). The databases must contain all necessary information regarding juridical and physical entities, farmers and other categories of social insurance contributors. The new software should play a role of a middleware tool to facilitate migration of data from databases of MoT to databases of SSPF and vice versa in the framework of the “one stop shop” approach declared by the Government of Azerbaijan. The principles of implementation of “one stop shop” approach in registration of juridical and physical entities are defined in the legislation of Azerbaijan.

Cost of proposal

The Offeror shall bear all costs associated with the preparation and submission of the Proposal, the UNDP will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the solicitation.

Solicitation Documents

Contents of solicitation documents

Proposals must offer services for the total requirement. Proposals offering only part of the requirement will be rejected. The Offeror must examine all necessary documents (legislation, normative acts, instructions, etc.) to ensure completeness of the software specification requirements. Failure to comply with these documents will be at the Offeror’s risk and may affect the evaluation of the Proposal.

Clarification of solicitation documents

A prospective Offeror requiring any clarification of the Solicitation Documents may notify the procuring UNDP entity in writing at the organization’s mailing address or fax number indicated in the RFP. The procuring UNDP entity will respond in writing to any request for clarification of the Solicitation Documents that it receives earlier than two weeks prior to the deadline for the submission of Proposals. Written copies of the organization’s response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective Offerors that has received the Solicitation Documents.

Amendments of solicitation documents

At any time prior to the deadline for submission of Proposals, the procuring UNDP entity may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Offeror, modify the Solicitation Documents by amendment.

All prospective Offerors that have received the Solicitation Documents will be notified in writing of all amendments to the Solicitation Documents.

In order to afford prospective Offerors reasonable time in which to take the amendments into account in preparing their offers, the procuring UNDP entity may, at its discretion, extend the deadline for the submission of Proposals.

Preparation of Proposals

Language of the proposal

The Proposals prepared by the Offeror and all correspondence and documents relating to the Proposal exchanged by the Offeror and the procuring UNDP entity shall be written in English. Any printed literature furnished by the Offeror may be written in another language so long as accompanied by an English translation of its pertinent passages in which case, for purposes of interpretation of the Proposal, the English translation shall govern.

Documents comprising the proposal

The Proposal shall comprise the following components:

1. Technical proposal
2. Financial proposal

The Technical Proposal shall comprise the followings:

- (a) Proposal submission form;
- (b) Operational and technical part of the Proposal, including documentation to demonstrate that the Offeror meets all requirements;
 - General information on the firm, i.e. name of firm, head office address, telephone, fax, e-mail, place of incorporation / registration, year of incorporation / registration, name and country of origin/citizenship of the owners. If the Offeror is a Joint Venture, the information shall be presented on all partners.
 - Annual turnover data for the last three years (separately for each completed year: 2009, 2008, 2007).
 - Litigation and arbitration history: information on any history of litigation or arbitration resulting from contracts executed in the last five years or currently under execution. The information shall include the followings: year of the issue, award FOR or AGAINST the Offeror note, name of client, cause of litigation, and matter in dispute, disputed amount. If the Offeror is a Joint Venture, the information shall be presented on all partners.
 - International certifications, reference letters, other documents ensuring quality assurance for the requested services;

- List of proposed subcontractors (if any) with clear identification of the subcontracted works;
- Detailed description of the similar works carried out before. The information shall include the followings: name of contract, contract award and completion date, total contract amount, country, name of purchaser, purchaser address, contract description, contractor's role (prime supplier or subcontractor or partner in a joint venture), and amount of the total contract/subcontract/partner share in USD or other currency.

- (c) Proposed methodology and Work plan
 (d) Proposed key consultants with their CVs.

The Financial proposal shall comprise the followings:

- (e) Price schedule, completed in accordance with clauses 8 and 9;

Export License

All bidders/vendors must aware that the goods and services are for the benefit of the Government under UNDP's development assistance framework and goods purchased will normally be transferred to the national partners, or to an entity nominated by it, in accordance with UNDP's policies and procedures.

The bidder/vendor shall include in their proposal:

- ◆ A statement whether any import or export licenses are required in respect of the goods to be purchased or service to be rendered including any restrictions on the country of origin, use/dual use nature of goods or services, including and disposition to end users;
- ◆ Confirmation that he has obtained licenses of this nature in the past and have an expectation of obtaining all the necessary licenses should their bid be successful.

Proposal form

The Offeror shall structure the operational and technical part of its Proposal as follows:

- (a) Management plan

This section should provide corporate orientation to include the year and state/country of incorporation and a brief description of the Offeror's present activities. It should focus on services related to the Proposal.

This section should also describe the organizational unit(s) that will become responsible for the contract, and the general management approach towards a project of this kind. The Offeror should comment on its experience in similar projects and identify the person(s) representing the Offeror in any future dealing with the procuring UNDP entity.

(b) Resource plan

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

(c) Proposed methodology

This section should demonstrate the Offeror's responsiveness to the specification by identifying the specific components proposed, addressing the requirements, as specified, point by point; providing a detailed description of the essential performance characteristics proposed warranty; and demonstrating how the proposed methodology meets or exceeds the specifications.

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

It is mandatory that the Offeror's Proposal numbering system corresponds with the numbering system used in the body of this RFP. All references to descriptive material and brochures should be included in the appropriate response paragraph, though material/documents themselves may be provided as annexes to the Proposal/response.

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

5. Proposal prices

The Offeror shall indicate on an appropriate Price Schedule, an example of which is contained in these Solicitation Documents, the prices of services it proposes to supply under the contract.

6. Proposal currencies

All prices shall be quoted in US dollars or any convertible currency.

7. Period of validity of proposals

Proposals shall remain valid for sixty (120) days after the date of Proposal submission prescribed by the procuring UNDP entity, pursuant to the deadline clause. A Proposal valid for a shorter period may be rejected by the procuring UNDP entity on the grounds that it is non-responsive.

In exceptional circumstances, the procuring UNDP entity may solicit the Offeror's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. An Offeror granting the request will not be required nor permitted to modify its Proposal.

8. Format and signing of proposals

The Offeror shall prepare two copies of the Proposal, clearly marking each “Original Proposal” and “Copy of Proposal” as appropriate. In the event of any discrepancy between them, the original shall govern.

The two copies of the Proposal shall be typed or written in indelible ink and shall be signed by the Offeror or a person or persons duly authorized to bind the Offeror to the contract. The latter authorization shall be indicated by written power-of-attorney accompanying the Proposal.

A Proposal shall contain no interlineations, erasures, or overwriting except, as necessary to correct errors made by the Offeror, in which case such corrections shall be initialed by the person or persons signing the Proposal.

9. Payment

UNDP shall effect payments to the Contractor after acceptance by UNDP of the invoices submitted by the contractor, upon achievement of the corresponding milestones. Advance payment shall not be more than 20% of the contract amount. The advance exceeding USD 30,000 will be provided only against the Advance Payment Security in the form acceptable to UNDP.;

B. Submission of Proposals

10. Sealing and marking of proposals

The Offeror shall seal the Proposal in one outer and two inner envelopes, as detailed below.

(a) The outer envelope shall be:

- addressed to –

Ms. Nazrin Gadimova
UN House
3, UN 50th Anniversary str., Baku, AZ1001, Azerbaijan

and,

- marked with –

RFP for development of software for creation and maintenance of new unified Database of Insurers corresponding requirements of both SSPF and Ministry of Taxes of the Republic of Azerbaijan

- (b) Both inner envelopes shall indicate the name and address of the Offeror. The first inner envelope shall contain the information specified in Clause 8 (*Proposal form*) above, with the copies duly marked “Original” and “Copy”. The second inner envelope shall include the price schedule duly identified as such.

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

11. Deadline for submission of proposals

Proposals must be received by the procuring UNDP entity at the address specified under clause *Sealing and marking of Proposals* no later than August 2, 2010, 15.00 local time.

The procuring UNDP entity may, at its own discretion extend this deadline for the submission of Proposals by amending the solicitation documents in accordance with clause *Amendments of Solicitation Documents*, in which case all rights and obligations of the procuring UNDP entity and Offerors previously subject to the deadline will thereafter be subject to the deadline as extended.

12. Late Proposals

Any Proposal received by the procuring UNDP entity after the deadline for submission of proposals, pursuant to clause *Deadline for the submission of proposals*, will be rejected.

13. Modification and withdrawal of Proposals

The Offeror may withdraw its Proposal after the Proposal’s submission, provided that written notice of the withdrawal is received by the procuring UNDP entity prior to the deadline prescribed for submission of Proposals.

The Offeror’s withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of clause *Deadline for Submission of Proposals*. The withdrawal notice may also be sent by telex or fax but followed by a signed confirmation copy.

No Proposal may be modified subsequent to the deadline for submission of proposals.

No Proposal may be withdrawn in the Interval between the deadline for submission of proposals and the expiration of the period of proposal validity specified by the Offeror on the Proposal Submission Form.

E. Opening and Evaluation of Proposals

14. Opening of proposals

The procuring entity will open the Proposals in the presence of a Committee formed by the Head of the procuring UNDP entity.

15. Clarification of proposals

To assist in the examination, evaluation and comparison of Proposals, the Purchaser may at its discretion, ask the Offeror for clarification of its Proposal. The request for clarification and the response shall be in writing and no change in price or substance of the Proposal shall be sought, offered or permitted.

16. Preliminary examination

The Purchaser will examine the Proposals to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the Proposals are generally in order.

Arithmetical errors will be rectified on the following basis: If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the Offeror does not accept the correction of errors, its Proposal will be rejected. If there is a discrepancy between words and figures the amount in words will prevail.

Prior to the detailed evaluation, the Purchaser will determine the substantial responsiveness of each Proposal to the Request for Proposals (RFP). For purposes of these Clauses, a substantially responsive Proposal is one which conforms to all the terms and conditions of the RFP without material deviations. The Purchaser's determination of a Proposal's responsiveness is based on the contents of the Proposal itself without recourse to extrinsic evidence.

A Proposal determined as not substantially responsive will be rejected by the Purchaser and may not subsequently be made responsive by the Offeror by correction of the non-conformity.

17. Evaluation and comparison of proposals

A two-stage procedure is utilized in evaluating the proposals, with evaluation of the technical proposal being completed prior to any price proposal being opened and compared. The price proposal of the Proposals will be opened only for submissions that passed the minimum technical score of 70% of the obtainable score of 1000 points in the evaluation of the technical proposals.

The technical proposal is evaluated on the basis of its responsiveness to the Term of Reference (TOR).

In the Second Stage, the price proposal of all contractors, who have attained minimum 70% score in the technical evaluation, will be compared. The contractor will be awarded to the Contractor offering the lowest price.

Technical Evaluation Criteria

Summary of Technical Proposal Evaluation Forms		Score Weight	Points Obtainable	Company / Other Entity				
				A	B	C	D	E
1.	Expertise of Firm / Organization submitting Proposal	30%	300					
2.	Proposed Work Plan and Approach	50%	500					
3.	Personnel	20%	200					
Total			1000					

Evaluation forms for technical proposals follow on the next two pages. The obtainable number of points specified for each evaluation criterion indicates the relative significance or weight of the item in the overall evaluation process. The Technical Proposal Evaluation Forms are:

Form 1: Expertise of Firm / Organization Submitting Proposal

Form 2: Proposed Work Plan and Approach

Form 3: Personnel

Note: The score weights and points obtainable in the evaluation sheet are tentative and should be changed depending on the need or major attributes of technical proposal.

Technical Proposal Evaluation Form 1		Points obtainable	Company / Other Entity				
			A	B	C	D	E
Expertise of firm / organization submitting proposal							
1.1	Reputation of Organization and Staff (Competence / Reliability)	60					
1.2	Litigation and Arbitration history	15					
1.3	General Organizational Capability which is likely to affect implementation (i.e. loose consortium, holding company or one firm, size of the firm / organization, strength of project management support e.g. project financing capacity and project management controls)	35					
1.4	Extent to which any work would be subcontracted (subcontracting carries additional risks which may affect project implementation, but properly done it offers a chance to access specialized skills.	15					
1.5	Quality assurance procedures, warranty	25					
1.6	Relevance of:	150					

	<ul style="list-style-type: none"> - Specialized Knowledge - Experience on Similar Programme / Projects - Experience on Projects in the Region Work for UNDP/ major multilateral/ or bilateral programmes						
		300					

Technical Proposal Evaluation Form 2		Points Obtainable	Company / Other Entity				
			A	B	C	D	E
Proposed Work Plan and Approach							
2.1	To what degree does the Offeror understand the task?	30					
2.2	Have the important aspects of the task been addressed in sufficient detail?	75					
2.3	Are the different components of the project adequately weighted relative to one another?	70					
2.4	Is the scope of task well defined and does it correspond to the TOR?	190					
2.5	Is the presentation clear and is the sequence of activities and the planning logical, realistic and promise efficient implementation to the project?	135					
		500					

Technical Proposal Evaluation Form 3		Points Obtainable	Company / Other Entity				
			A	B	C	D	E
3.1	Task Manager	80					
	Sub-Score						
	General Qualification	65					
	Suitability for the Project						
	- International Experience	5					
	- Training Experience	5					
	- Professional Experience in the area of specialisation	40					
	- Knowledge of the region	15					
	- Language Qualifications	15					
		80					
3.2	Senior IT Expert (software development)	60					
	Sub-Score						
	General Qualification	50					
	Suitability for the Project						
	- International Experience	5					
	- Training Experience	5					
	- Professional Experience in the area of specialisation	35					

	- Knowledge of the region	5							
	- Language Qualifications		10						
			60						
3.3	Junior IT Expert (software development)			20					
			Sub-Score						
	General Qualification		15						
	Suitability for the Project								
	- International Experience	5							
	- Training Experience	0							
	- Professional Experience in the area of specialisation	10							
	- Knowledge of the region	0							
	- Language Qualification		5						
			20						
3.3	Social security expert			40					
			Sub-Score						
	General Qualification		30						
	Suitability for the Project								
	- International Experience	0							
	- Training Experience	0							
	- Professional Experience in the area of specialization	20							
	- Knowledge of the region	10							
	- Language Qualification		10						
			40						
	Total Part 3			200					

F. Award of Contract

18. Award criteria, award of contract

The procuring UNDP entity reserves the right to accept or reject any Proposal, and to annul the solicitation process and reject all Proposals at any time prior to award of contract, without thereby incurring any liability to the affected Offeror or any obligation to inform the affected Offeror or Offerors of the grounds for the Purchaser's action

Prior to expiration of the period of proposal validity, the procuring UNDP entity will award the contract to the qualified Offeror whose Proposal after being evaluated is considered to be the most responsive to the needs of the organisation and activity concerned.

19. Purchaser's right to vary requirements at time of award

The Purchaser reserves the right at the time of award of contract to vary the quantity of services and goods specified in the RFP without any change in price or other terms and conditions.

20. Signing of the contract

Within 30 days of receipt of the contract the successful Offeror shall sign and date the contract and return it to the Purchaser.

21. Performance security: NOT Required

Within 30 days of the receipt of the Contract from the Purchaser, the successful Offeror shall provide the performance security on the Performance Security Form provided in the Solicitation Documents and in accordance with the Special Conditions of Contract.

Failure of the successful Offeror to comply with the requirement of Clause 24 or Clause 25 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Proposal security if any, in which event the Purchaser may make the award to the next lowest evaluated Offeror or call for new Proposals.

26. Vendor protest

Our vendor protest procedure is intended to afford an opportunity to appeal to persons or firms not awarded a purchase order or contract in a competitive procurement process. **It is not available to non-responsive or non-timely proposers/bidders or when all proposals/bids are rejected. 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>.

Annex II

Terms of Reference (TOR)

Objectives

The objective of the present contract is development of an application software for creation and maintenance of unified databases of taxpayers and insurers being registered both in Ministry of Taxes and SSPF. The databases must contain all necessary information regarding juridical and physical entities, farmers and other categories of social insurance contributors. The new software should play a role of a vehicle that facilitates migration of data from databases of Ministry of Taxes to the databases of SSPF and vice versa. The data migration must be carried out on a regular bases in the framework of the “one stop shop” approach declared by the Government of Azerbaijan. The principles of implementation of “one stop shop” approach in registration of juridical and physical entities are provided in the legislation of Azerbaijan.

Background:

The State Social Protection Fund (SSPF) is a state agency responsible for governance and management of the compulsory state social insurance and pension provision systems.

SSPF is running 87 offices across the country that includes the Head Office, 79 branch offices in mainland of Azerbaijan and 7 offices in Nakhichevanian Autonomous Republic of Azerbaijan.

In order to increase its efficiency SSPF has developed and is using a Management Information System (MIS). Shift on automated management mechanisms started in January of 2006, and currently most offices of SSPF are using various elements of MIS. In particular, it is used for registration of participants of the social insurance system, collection of social insurance contributions, processing and analysis of financial reports and declarations submitted by insurers (employers) and insurants (employees), forecasting and planning of SSPF budget, calculation and delivery of pensions and allowances, etc.

In 2008, the Government of Azerbaijan adopted a decree on introduction of “one-stop-shop” principles in registration of juridical and physical entities – stakeholders of national economy. Initially, registration of juridical and physical entities in social insurance system was carried out by the branch offices of SSPF (bottom-up approach). Starting from January 2008 registration of entrepreneurs in Azerbaijan is carried out by the Ministry of Taxes. The Ministry of Taxes is also responsible for dissemination of corresponding information among appropriate organizations, including SSPF, in the framework of the “one-stop-shop” approach. Thus, currently SSPF receives all necessary information regarding all participants of the labor market from the databases of the Ministry of Taxes. In order to increase efficiency of this process, SSPF must fully automate all stages of collaboration with the Ministry of Taxes that includes “receive-process-combine-store” stages. Besides, SSPF should have technological capacity for receiving and processing the updated data coming from the Ministry of Taxes on daily base. In accordance with the new scheme of registration of the social insurance system participants, the branch offices of SSPF must receive information regarding its clients from the Head Office of SSPF (top-down approach).

In order to automate the mentioned above mechanisms and increase the level of automation in the area of social insurance and pension provision, SSPF has requested UNDP to provide technical assistance in development of appropriate software application(s).

It is expected that the new developed software will be an integrated part of the existing MIS.

Scope of work and expected output:

It is expected that the consulting company will implement the following assignments:

- 1) Review of normative acts related to implementation of “One-stop-shop” principles in registration of juridical and physical entities ;
- 2) Analyze data structures, format and access mechanisms being used with respect to the databases of the Ministry of Taxes (MOT);
- 3) Analyze the data structures, format and access mechanisms being used with respect to the databases of SSPF;
- 4) Analyze the architecture, specification and other necessary details of the existing MIS;
- 5) Develop an application software that would enable data exchange between corresponding servers in MOT and SSPF in a secured and efficient way;
- 6) Ensure reliable incorporation of new data into databases of SSPF;
- 7) Prepare training materials and carry out training courses to the key personnel of SSPF being involved to communication and data exchange between MOT and SSPF.

The consulting company shall take into account the followings:

- The beneficiary of the contract is SSPF;
- End-users of the software package will be SSPF employees residing in both Central and branch offices of SSPF;
- IT qualification of end-users is varying from intermediate at Central Office to beginners at branch offices;
- SSPF is basically using Microsoft Windows operating system and Oracle database platform on its servers.

The contract must be completed within 3 months after signing the contract. Proposal of the consulting company should include a detailed implementation plan.

General Technical Requirements:

- ◆ Language Support: The interface of the software and all user guides / manuals must be in Azerbaijani language.
- ◆ The software should envisage and support real time data exchange between corresponding servers in MOT and SSPF.

Business Requirements to Be Met by the Software:

- The system should envisage migration of required/sought data from databases of MoT to databases of SSPF and vice versa.
- Data received from MOT must pass validation/verification processes and be supplemented with additional data provided by corresponding branch offices of SSPF;
- Notification on any updates happened in databases of either SSPF or MOT should be delivered to corresponding counterpart in real time mode;
- The system should ensure high level of security in terms of protection from unauthorized access to servers/databases of MOT and SSPF as well as data protection during data transfer;
- The software shall provide a platform for correction of erroneous data discovered in databases of either MOT or SSPF;
- The software should have user friendly interface and well designed Help menu.

The software shall correspond to the requirements set by the following regulations and legal codes:

- The law on individual accounting in state social insurance system; No. 221-IIQ, Baku, 27 November 2001 (with all its annexes/ amendments)
- Law on social insurance of the Republic of Azerbaijan; No 250 IQ, Baku, 18 February 1997 (with all its amendments / annexes);
- Law on family farms; No 926-IIQ, 14 June 2005 (with all its amendments / annexes);
- On state registration and state register of legal entities; 12 December 2003 (with all its amendments / annexes);;
- Decree of the President of the Republic of Azerbaijan on measures to promote development of entrepreneurship in the Republic of Azerbaijan; 30.04.2007;
- Order of the President of the Republic of Azerbaijan on activities for ensuring the one-stop-shop principle in registration of entrepreneur subjects in the Republic of Azerbaijan; 25 October 2007
- Order of the President of the Republic of Azerbaijan on additional activities for ensuring the one-stop-shop principle in registration of entrepreneur subjects in the Republic of Azerbaijan; 18 December 2007
- Other normative acts related to implementation of one-stop-shop principle in registration of entrepreneurs in the Republic of Azerbaijan.

**Annex IV
PRICE SCHEDULE**

The Contractor is asked to prepare the Price Schedule as a separate envelope from the rest of the RFP response as indicated in Section D paragraph 14 (b) of the Instruction to Offerors.

All prices/rates quoted must be exclusive of all taxes, since the UNDP is exempt from taxes as detailed in Section II, Clause 18. '

The Price Schedule must provide a detailed cost breakdown. Provide separate figures for each functional grouping or category.

Estimates for cost-reimbursable items, if any, such as travel, and out of pocket expenses should be listed separately.

In case of an equipment component to the service provided, the Price Schedule should include figures for both purchase and lease/rent options. The UNDP reserves the option to either lease/rent or purchase outright the equipment through the Contractor.

The format shown on the following pages should be used in preparing the price schedule. The format includes specific expenditures, which may or may not be required or applicable but are indicated to serve as examples.

In addition to the hard copy, if possible please also provide the information on CD disk.

Price Schedule:				
Request for Proposals for Services				
Description of Activity/Item		Number of Staff	Monthly Rate	Estimated Amount
1.	Remuneration			
1.1	Services in Home office			
1.2	Services in Field			
2.	Out of Pocket Expenses			
2.1	Travel			
2.2	Per Diem Allowances			
2.3	Communications			
2.4	Reproduction and Reports			
2.5	Equipment and other items			

General Terms and Conditions

1. ACCEPTANCE OF THE PURCHASE ORDER

This Purchase Order may only be accepted by the Supplier's signing and returning an acknowledgement copy of it or by timely delivery of the goods in accordance with the terms of this Purchase Order, as herein specified. Acceptance of this Purchase Order shall effect a contract between the Parties under which the rights and obligations of the Parties shall be governed solely by the terms and conditions of this Purchase Order, including these General Conditions. No additional or inconsistent provisions proposed by the Supplier shall bind UNDP unless agreed to in writing by a duly authorized official of UNDP.

2. PAYMENT

- 1) UNDP shall, on fulfilment of the Delivery Terms, unless otherwise provided in this Purchase Order, make payment within 30 days of receipt of the Supplier's invoice for the goods and copies of the shipping documents specified in this Purchase Order.
- 2) Payment against the invoice referred to above will reflect any discount shown under the payment terms of this Purchase Order, provided payment is made within the period required by such payment terms.
- 3) Unless authorized by UNDP, the Supplier shall submit one invoice in respect of this Purchase Order, and such invoice must indicate the Purchase Order's identification number.
- 4) The prices shown in this Purchase Order may not be increased except by express written agreement of UNDP.

3. TAX EXEMPTION

3.1 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 utilities 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 UNDP's exemption from such taxes, duties or charges, the Supplier shall immediately consult with UNDP to determine a mutually acceptable procedure.

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

4. RISK OF LOSS

Risk of loss, damage to or destruction of the goods shall be governed in accordance with DDU Incoterms 2000, unless otherwise agreed upon by the Parties on the front side of this Purchase Order.

5. EXPORT LICENCES

Notwithstanding any INCOTERM 2000 used in this Purchase Order, the Supplier shall obtain any export licences required for the goods.

6. FITNESS OF GOODS/PACKAGING

The Supplier warrants that the goods, including packaging, conform to the specifications for the goods ordered under this Purchase Order and are fit for the purposes for which such goods are ordinarily used and for purposes expressly made known to the Supplier by UNDP, and are free from defects in workmanship and materials. The Supplier also warrants that the goods are contained or packaged adequately to protect the goods.

7. INSPECTION

1. UNDP shall have a reasonable time after delivery of the goods to inspect them and to reject and refuse acceptance of goods not conforming to this Purchase Order; payment for goods pursuant to this Purchase Order shall not be deemed an acceptance of the goods.

2. Inspection prior to shipment does not relieve the Supplier from any of its contractual obligations.

8. INTELLECTUAL PROPERTY INFRINGEMENT

The Supplier warrants that the use or supply by UNDP of the goods sold under this Purchase Order does not infringe any patent, design, trade-name or trade-mark. In addition, the Supplier shall, pursuant to this warranty, indemnify, defend and hold UNDP and the United Nations harmless from any actions or claims brought against UNDP or the United Nations pertaining to the alleged infringement of a patent, design, trade-name or trade-mark arising in connection with the goods sold under this Purchase Order.

9. RIGHTS OF UNDP

In case of failure by the Supplier to fulfil its obligations under the terms and conditions of this Purchase Order, including but not limited to failure to obtain necessary export licences, or to make delivery of all or part of the goods by the agreed delivery date or dates, UNDP may, after giving the Supplier reasonable notice to perform and without prejudice to any other rights or remedies, exercise one or more of the following rights:

- 1) Procure all or part of the goods from other sources, in which event UNDP may hold the Supplier responsible for any excess cost occasioned thereby.
- 2) Refuse to accept delivery of all or part of the goods.
- 3) Cancel this Purchase Order without any liability for termination charges or any other liability of any kind of UNDP.

10. LATE DELIVERY

Without limiting any other rights or obligations of the parties hereunder, if the Supplier will be unable to deliver the goods by the delivery date(s) stipulated in this Purchase Order, the Supplier shall (i) immediately consult with UNDP to determine the most expeditious means for delivering the goods and (ii) use an expedited means of delivery, at the Supplier's cost (unless the delay is due to Force Majeure), if reasonably so requested by UNDP.

11. ASSIGNMENT AND INSOLVENCY

1) The Supplier shall not, except after obtaining the written consent of UNDP, assign, transfer, pledge or make other disposition of this Purchase Order, or any part thereof, or any of the Supplier's rights or obligations under this Purchase Order.

- 2) Should the Supplier become insolvent or should control of the Supplier change by virtue of insolvency, UNDP may, without prejudice to any other rights or remedies, immediately terminate this Purchase Order by giving the Supplier written notice of termination.

12. USE OF UNDP OR UNITED NATIONS NAME OR EMBLEM

The Supplier shall not use the name, emblem or official seal of UNDP or the United Nations for any purpose.

13. PROHIBITION ON ADVERTISING

The Supplier shall not advertise or otherwise make public that it is furnishing goods or services to UNDP without specific permission of UNDP in each instance.

14. CHILD LABOUR

The Supplier represents and warrants that neither it nor any of its affiliates 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.

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

15. MINES

The Supplier represents and warrants that neither it nor any of its affiliates 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.

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

16. 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, or relating to this Purchase Order 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

Unless, any such dispute, controversy or claim between the Parties arising out of or relating to this Purchase Order or the breach, termination or invalidity thereof is settled amicably under the preceding paragraph of this Section within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, such dispute, controversy or claim shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining, including its provisions on applicable law. The arbitral tribunal shall have no authority to award punitive damages. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

17. PRIVILEGES AND IMMUNITIES

Nothing in or related to these General Terms and Conditions or this Purchase Order shall be deemed a waiver of any of the privileges and immunities of the United Nations, including its subsidiary organs.



Bank Guarantee for advance payment

We [Bank name] have been informed that the United Nations Development Programme (hereinafter called "the UNDP") which has its Headquarter in New York concluded on date _____ a contract [*contract title and No.*] with [*Name of the company*] hereinafter refereed to as "the Contractor" whom has its headquarter in _____ at a total price of _____ US dollars (\$ _____), to execute [*Insert title of contract and brief description of works*].

Whereas it has been stipulated in the Contract that the Contractor shall furnish the UNDP with a Bank guarantee by a recognized Bank for the sum specified thereafter as security for compliance with his obligations in accordance with the Contract,

Whereas we have agreed to give the UNDP such a Bank Guarantee

And according to this contract, UNDP is required to make an advance payment to the Contractor of _____ US\$, being ____ % of the total price.

Now therefore, this being stated, we, [*BANK NAME*] [*BANK BRANCH*], irrespective of the validity and the legal effect of the above mentioned contract and waiving all rights of objection and defense arising therefrom, hereby irrevocably affirm we are the Guarantor and responsible to you, and on behalf of the Contractor undertake to pay you, upon your first written demand and without cavil or argument any sum or sums within the limits of [*INSERT AMOUNT OF GUARANTEE IN FIGURES AND IN WORDS*] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed therunder or of any of the Contract Documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall remain in full effect from the date of the advance payment under the Contract until UNDP recovers full payment of the same amount from the Contractor.

This guarantee is revocable only with the written consent of the UNDP.

Parties hereby agree on the terms of this bank's guarantee letter.

SIGNATURE AND SEAL: _____
Name of Bank/ Financial

Institution: _____
Adresse: _____
Date: _____