

REQUEST FOR PROPOSAL (RFP)

NAME & ADDRESS OF FIRM	DATE: November 16, 2017 REFERENCE:
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Dear Sir / Madam:

We kindly request you to submit your Proposal for **Design and Development of the Official Website of The Office of The Personal Data Protection Inspector**

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

Proposals may be submitted on or before at **4:00 PM Thursday, November 30, 2017** and courier mail o to the address below:

9, Eristavi street, Tbilisi, Georgia - UN House 1st floor
United Nations Development Programme

Quotations must be submitted **signed, stamped in sealed envelopes**.

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

In the course of preparing your Proposal, it shall remain your responsibility to ensure that it reaches the address above on or before the deadline. **Proposals that are received by UNDP after the deadline indicated above, for whatever reason, shall not be considered for evaluation.**

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,



Rusudan Tushuri

Programme Coordinator

UNDP Programme Access to Justice and Human Rights Protection

Description of Requirements

Context of the Requirement	The JP UN JP Human Rights for All – Support to the Implementation and Monitoring of the National Human Rights Strategy and Action Plan is a joint initiative of four UN agencies – United Nations Development Programme (UNDP), United Nations Children Fund (UNICEF), Office of High Commissioner on Human Rights (OHCHR) and International Labour Organization (ILO) with UNDP. This project responds to the objectives agreed with the beneficiaries, namely seeks to strengthen human-rights protection in areas prioritized by EU-Georgia agreements, including the rights of minorities and vulnerable groups, internal and external oversight of law enforcement, labour rights, protection of privacy, freedom of expression and information. Detailed information on the project is given in TOR – Annex 4
Brief Description of the Required Services	The EU-UN Joint Project “Human Rights for All” wishes to modify/update website of the Office of the Personal Data Protection Inspector – including adaptation for the persons with visual impairments; Refer to Annex 4 for Detailed Description of Services and Terms of Reference.
List and Description of Expected Outputs to be Delivered	Deliverable 1: <ol style="list-style-type: none"> 1. Architecture and Plan 2. Design of the Website Deliverable 2: <ol style="list-style-type: none"> 1. A fully functional and visual redesign of the website with CMS; Deliverable 3: <ol style="list-style-type: none"> 1. Testing and bug fixing of the Website; 2. Website Handover and Launching – including training of the respective staff of the Office of the Personal Data Protection Inspector.
Person to Supervise the Work/Performance of the Service Provider	UNDP - Human Rights and Access to Justice Programme Coordinator and official representative from Personal Data Protection Inspector Office
Frequency of Reporting	<i>3-times during project implementation – upon submission of each deliverable</i>
Progress Reporting Requirements	<i>Upon completion of each deliverable</i>
Location of work	<input checked="" type="checkbox"/> At Contractor’s Location Except training - shall be provided at the Office of the Personal Data Protection Inspector (Tbilisi, Vachnadze street #7)
Expected duration of work	6 months

Target start date	December 15, 2017
Latest completion date	No later than June 15, 2018
Travels Expected	N/A
Special Security Requirements	N/A
Facilities to be Provided by UNDP (i.e., must be excluded from Price Proposal)	N/A
Implementation Schedule indicating breakdown and timing of activities/sub-activities	<input checked="" type="checkbox"/> Required
Names and curriculum vitae of individuals who will be involved in completing the services	<input checked="" type="checkbox"/> Required
Currency of Proposal	<input checked="" type="checkbox"/> United States Dollars Payment will be done in local currency – USD will be converted to USD based on the UN Official Rate of Exchange effective at the moment of payment.
Value Added Tax on Price Proposal	<input checked="" type="checkbox"/> must be exclusive of VAT and other applicable indirect taxes
Validity Period of Proposals (<i>Counting for the last day of submission of quotes</i>)	<input checked="" type="checkbox"/> 90 days In exceptional circumstances, UNDP may request the Proposer to extend the validity of the Proposal beyond what has been initially indicated in this RFP. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Proposal.
Partial Quotes	<input checked="" type="checkbox"/> Not permitted

Payment Terms	Outputs	Percentage	Timing	Condition for Payment Release
	1st Deliverable 1. Architecture, Plan; 2. Design of the Website.	35%	1.5 months	Within thirty (30) 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 delivery-acceptance act signed by official representation of PDPI b) Receipt of invoice from the Service Provider. c) All contractual payments will be made in GEL according to UN Official Rate of Exchange at the date of payment.
	2nd Deliverable 1. A fully functional and visual redesign of the website with CMS	45%	3.5 months	
	3nd Deliverable 1. Testing and bug fixing of the Website; 2. Website Handover and Launching: Training of the Respective by the Office of the Personal Data Protection Inspector staff.	20%	1 month	
Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment	Programme Coordinator of UNDP, Office of Personal Data Protection and UNDP DG Team Leader			
Type of Contract to be Signed	<input checked="" type="checkbox"/> Contract for Professional Services			
Criteria for Contract Award	<input checked="" type="checkbox"/> Highest Combined Score (based on the 70% technical offer and 30% price weight distribution) <u>Proposals shall obtain at least 490 points out of the total 700 to be considered technically qualified.</u> <input checked="" type="checkbox"/> Full acceptance of the UNDP Contract General Terms and Conditions (GTC). This is a mandatory criterion and cannot be deleted regardless of the nature of services required. Non-acceptance of the GTC may be grounds for the rejection of the Proposal.			
Criteria for the Assessment of Proposal	<u>Technical Proposal (70%) – 700 points</u> <input checked="" type="checkbox"/> Expertise of the Firm 15% - 150 points			

	<p><input checked="" type="checkbox"/> Methodology, Its Appropriateness to the Condition and Timeliness of the Implementation Plan 40% - 400 points</p> <p><input checked="" type="checkbox"/> Management Structure and Qualification of Key Personnel 15% - 150 points</p> <p><u>Financial Proposal (30%)- 300 points</u></p> <p>To be computed as a ratio of the Proposal's offer to the lowest price among the proposals received by UNDP.</p> <p><i>For further details, please refer to Technical Proposal Evaluation Form (Annex 5).</i></p> <p>The Technical Proposal is evaluated on the basis of its responsiveness to the Term of Reference (ToR) and scoring is allocated in accordance with the Annex V. If the offeror does not meet any of the minimum technical qualification criteria/requirements given in Annex V, it will be given score zero and will be automatically disqualified and there is no more need for further evaluation of the disqualifying offeror.</p>
UNDP will award the contract to:	<input checked="" type="checkbox"/> One and only one Service Provider
Annexes to this RFP	<p><input checked="" type="checkbox"/> Form for Submission of Proposal (Annex 2)</p> <p><input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 3)</p> <p><input checked="" type="checkbox"/> Detailed ToR (Annex 4)</p> <p><input checked="" type="checkbox"/> Technical Proposal Evaluation Form (Annex 5)</p>
Contact Person for Inquiries (Written inquiries only)	<p><i>Nino Chichinadze</i></p> <p><i>Admin/Finance Associate</i></p> <p><i>nino.chichinadze@undp.org Cc: procurement.geo@undp.org</i></p> <p>Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers.</p>
Other Information <i>[pls. specify]</i>	

FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL¹

(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery²)

[insert: *Location*].

[insert: *Date*]

To: Rusudan Tushuri, Coordinator of Human Rights Protection and Access to Justice
Programme

9 Eristavi Street (UN House)

Tbilisi 0179

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 have:

1. At least 3 year experiences in digital solution development area **(minimum requirement).**
2. Experience in developing at least 20 websites, including 5-10 websites consisting of at least 10 page templates (list of web pages indicating web page addresses) **(minimum requirement).**
3. Experience in making interactive illustrated storytelling – at least 1 project (web page address need to be indicated) **(minimum requirement).**
4. At least 3 letters of recommendation from previous contract providers **(minimum requirement).**

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:

1. Profile – describing the nature of business, field of expertise;
2. Business Licenses – Tax Payment Certification, etc.;
3. Letter certifying that no debt towards budget exists;
4. An extract from the Entrepreneurial Register;
5. Detailed Bank Requisites;
6. Company Qualification record (Track Record) – list of clients for similar services as those required by UNDP, indicating description of contract scope, contract duration, contract value, contact references;

¹ This serves as a guide to the Service Provider in preparing the Proposal.

² Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

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.

Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present this section of the technical proposal based on the following:

a) Technical Approach and Methodology: the Proposer should explain their understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of details of such output. Proposer should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them.

Proposer should also explain the methodologies proposed to adopt and highlight the compatibility of those methodologies with the proposed approach. – Company shall fully answer to the ToR requirement (as per Annex 4)

b) Work Plan: In this chapter the Proposer should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the ToR and ability to translate them into a feasible working plan. A list of the final technical documents, including reports, drawings, and tables to be delivered as final output, should be included here

C. Qualifications of Key Personnel

The Service Provider must provide:

Organization and staffing of the team for this assignment: In this chapter, Proposer should propose the structure and composition of the team, which will be deployed for this assignment. Proposer should list the main disciplines of the assignment, the key personnel responsible and proposed technical and support staff along with their curriculum vitae (CVs).

- 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*
- c) Written confirmation from each personnel that they are available for the entire duration of the contract.*

Company shall propose at least one team leader (project manager), one web developer, one web designer and one specialist who will adapt web page for blind/visually impaired persons.

Structure with clearly defined roles must be provided.

Team Leader (project manager) shall have at least 2 years of experience in managing similar projects **(minimum requirement);**

Web developer and web-designer shall each have at least 2 years of experience in their respective fields (CVs shall include names of projects undertaken by the person) **(minimum requirement);**

Specialist for adaptation of the web page for blind/visually impaired persons - Shall have at least 2 years of experience in provision of service of adaptation (refer to ToR Annex 4) **(minimum requirement);**

One member of the team can perform more than one role in the project.

Other supporting staff – companies may propose other staff per their consideration, but their responsibilities shall clearly be defined.

D. **Cost Breakdown per Deliverable***

	Deliverables <i>[list them as referred to in the RFP]</i>	Percentage of Total Price <i>(Weight for payment)</i>	Price <i>(Lump Sum, All Inclusive)</i>
1	Deliverable 1: 1. Architecture and Plan 2. Design of the Website	35 %	
2	Deliverable 2: 1. A fully functional and visual redesign of the website with CMS	45 %	
3	Deliverable 3 1. Testing and bug fixing of the Website; 2. Website Handover and Launching – including training of the respective staff of the Office of the Personal Data Protection Inspector.	20%	
	Total	100%	

**This shall be the basis of the payment tranches*

E. **Cost Breakdown by Cost Component (for Example):**

Description of Activity	Remuneration per	Total Period of Engagement	No. of Personnel	Total Rate
I. Personnel Services				
Team Leader (project manager)	Working Day			
Web designer	Working Day			
Web Developer	Working Day			
Specialist for adaptation of the web page for blind/visually impaired persons	Working Day			
[other staff if applicable, please specify]				
Sub-Total				
II. Other Related Costs (Please specify)				
Sub-Total				
TOTAL				

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

[Designation]

[Date]

General Terms and Conditions for Services**1.0 LEGAL STATUS:**

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

2.0 SOURCE OF INSTRUCTIONS:

The Contractor shall neither seek nor accept instructions from any authority external to UNDP in connection with the performance of its services under this Contract. The Contractor shall refrain from any action that may adversely affect UNDP or the United Nations and shall fulfil 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 it, or with which it is under common control, who have a need to know such Information for purposes of performing obligations under the Contract, provided that, for these purposes a controlled legal entity means:

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

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

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

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

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

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

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

14.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

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

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

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

15.0 TERMINATION

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

16.0 SETTLEMENT OF DISPUTES

- 16.1 Amicable Settlement:** The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of this Contract or the breach, termination or invalidity thereof. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the parties.
- 16.2 Arbitration:** Any dispute, controversy, or claim between the Parties arising out of the Contract or the breach, termination, or invalidity thereof, unless settled amicably under Article 16.1, above, within sixty (60) days after receipt by one Party of the other Party's written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. For all evidentiary questions, the arbitral tribunal

shall be guided by the Supplementary Rules Governing the Presentation and Reception of Evidence in International Commercial Arbitration of the International Bar Association, 28 May 1983 edition. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Contract, order the termination of the Contract, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Contract, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 ("Interim Measures of Protection") and Article 32 ("Form and Effect of the Award") of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Contract, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate ("LIBOR") then prevailing, and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.

17.0 PRIVILEGES AND IMMUNITIES:

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

18.0 TAX EXEMPTION

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

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

19.0 CHILD LABOUR

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

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

20.0 MINES:

- 20.1** The Contractor represents and warrants that neither it nor any of its suppliers is actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.
- 20.2** Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind of UNDP.

21.0 OBSERVANCE OF THE LAW:

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

22.0 SEXUAL EXPLOITATION:

- 22.1** The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all appropriate measures to prohibit its employees or other persons engaged by it from, exchanging any money, goods, services, offers of employment or other things of value, for sexual favors or activities, or from engaging in any sexual activities that are exploitive or degrading to any person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle UNDP to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.
- 22.2** The UNDP shall not apply the foregoing standard relating to age in any case in which the Contractor's personnel or any other person who may be engaged by the Contractor to perform any services under the Contract is married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such Contractor's personnel or such other person who may be engaged by the Contractor to perform any services under the Contract.

23.0 AUTHORITY TO MODIFY:

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

Terms of Reference

Design and Development of the Official Websites of The Office of The Personal Data Protection Inspector Tbilisi, Georgia

Objectives

The assignment aims to successfully develop/design a website of The Office of The Personal Data Protection Inspector that will enable of Georgia to improve its communication with public, provide online services and raise awareness about data protection, including for visually impaired persons.

Taking into consideration future plans and current activities, it is important that the visitor receives information about the activities of the inspector's office from a modern and functional website. Taking into account modern trends of digital marketing and in order to make the website a modern, interactive, accessible and easy-to-manage tool, it should fully inform users about PDP activities and services, as well as provide information about data protection concept, rights of the data subjects, obligations of controllers, ensure availability of video, audio and educational materials.

Audience

The office of the personal data protection inspector has a wide audience, which includes individuals, public bodies and commercial organizations. The new website should accumulate and spread the information about personal data protection that will be useful for every group of the audience and provide them with all the services inspector's office may provide.

It is essential that the website will be accessible and provide equal access and equal opportunity to people with diverse abilities. The website adapted for blind and visually impaired citizens should enable them to participate equally on the web, considering **Web Content Accessibility Guidelines (WCAG)**

Website Concept

It is important that the information website provides about personal data protection and the work of **The Office of The Personal Data Protection Inspector** would be easy to understand and clear for everyone. The winner company should sort the content of the website with a simple navigation system, so that visitor can easily find desired information.

Besides the information section, the webpage should deliver interactive animation - tool that will deliver information about Personal Data Protection, Importance of the topic and the service that Inspector's office provides with a storytelling method.

The animated part should be presented as the city, where various objects are located and has at least 10 characters in the city. Their relationship, popups and Voiceover will allow visitors to learn how protect personal data.

After Effect or a program with similar abilities should be used for creating the animation.

The animation storytelling should contain at least 7 objects, each in 2-4 animations. The average time interaction with the user should be 3-5 minutes and it should consist of interesting, creative details and functions.

Concept of the Animation should be defined together with the customer. The winner company has to considerate it while working on a project.

Providing the winner company with relevant website content will be the responsibility of the customer.

General requirement

A technical proposal is required outlining how potential service providers will be able to deliver the scope of work outlined below as per the requirement of **The Office of The Personal Data Protection Inspector**.

1. The navigation system should be intuitive and allow the visitor to navigate quickly site starting from any page.
2. Websites should be designed taking into account following requirements:
 - All text and images should be easy to read and have visually appealing design
 - Site map, search and feedback sections should be easy to access and easy to use
 - Site should be responsive and render natively on all devices and at any resolution, including on smartphones and tablet
 - New websites design has to be aesthetic, with good colour combination
 - Relevant branding requirements should be taken into account
3. Discoverability of content on the website should be optimized across major search engines.
4. The main website should be available in two languages – Georgian and English. Providing the winner company with relevant website content will be the responsibility of the customer.
5. The website has to function without errors on all operation systems (Windows, Linux, Mac, Android, IOS), should be compatible with any device, including Mobile with different screen resolution and all frequently used web-browsers
 - Google Chrome – last 8 versions
 - Safari – last 3 versions
 - Microsoft Edge
 - Mozilla Firefox – last 7 versions
 - Opera - last 3 versions
6. Control of the website must be possible with CMS
7. Website of **The Office of The Personal Data Protection Inspector** should be accessible for persons with visual impairments - voice system engine should be incorporated
8. Website design should be provided taking into account W3C accessibility standards
9. Social Media integration: Like/Share/Comment buttons /plugins should be allocated on each content page.

Technical requirement

Front End:

- Html/CSS
- CSS Preprocessors (Sass and etc.)
- Javascript - Library (Jquery, Vue JS etc.)
- Task Runner - Gulp
- Package Manager - npm

Back End:

- Language - PHP
- MVC Framework – Laravel
- Package Manager – composer
- Relation Databases – Mysql

Design and Functionality

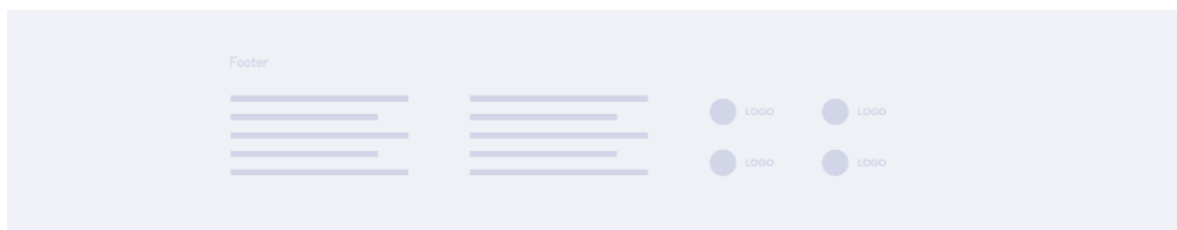
Header

- LOGO
- Menu
 - About us
 - Legislation
 - Press Centre
 - Library
 - Contact
- Search
- Site Map
- language changer



Footer

- Contact information
- Site map
- Logos of Partner/Donor organizations
- Privacy

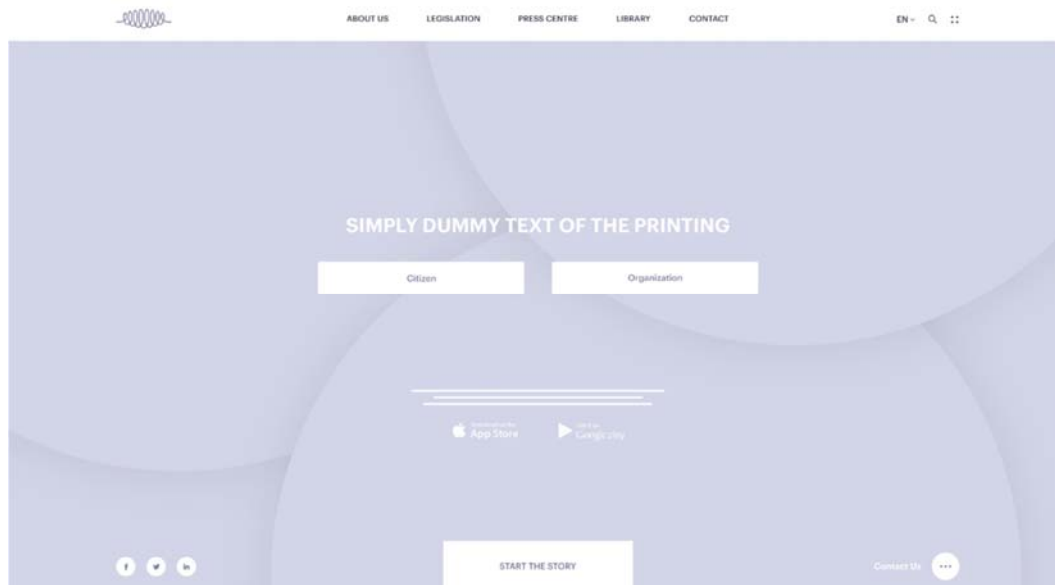


Homepage

The main page has an important role in the successful operation of any kind of website; the information which is placed on the home page should be interesting and should redirect the users to the internal pages.

Following Details/Functions should be placed on the homepage:

- Storytelling – Animation part of the website
- Redirect button for citizens / organizations Pages
- Social media icons
- Take action
- Possibility to download application made by Personal Data Protection Inspector (link to the APP Store/PLAY Store)



Take action

The visitor will be able to contact the personal data protection inspector's office with this button.

1. Get a consultation, which includes

- Call us
- Send us an email
- Come to our office
- Write us on Facebook - redirect to Facebook messenger

In the future, it should be possible to redirect the customer to Case Management system that will provide users (individuals/organizations) with electronic consultation.

2. Leave the message

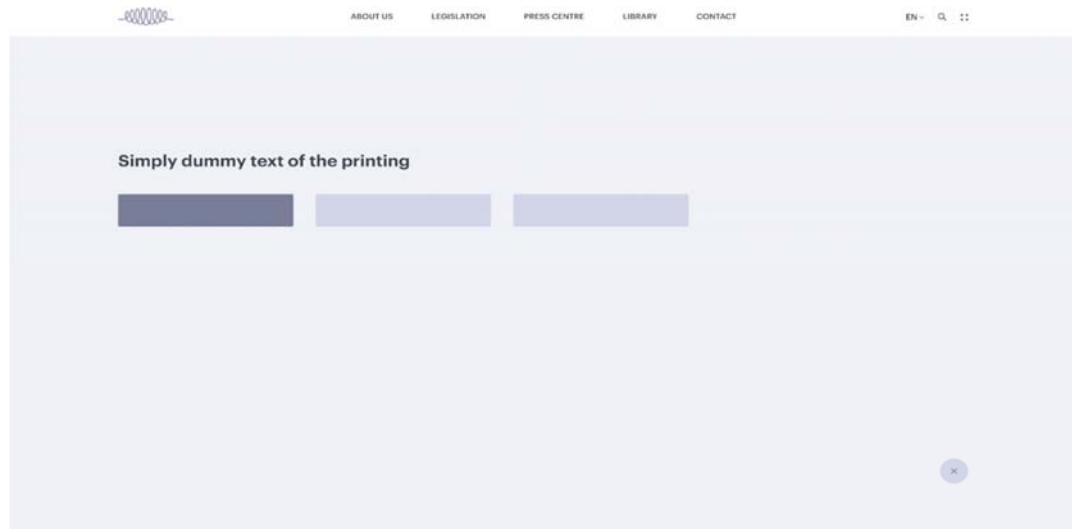
The visitor fills the specified field and sends a message to the website administrator.

- Name
- Email
- Phone
- Subject
- Message

3. File a complaint

Informational page where the application templates will be placed and the user will have an opportunity to download it. The page will provide instructions how to fill and send the complaint.

In the future, it should be possible to redirect the customer to Case Management system that will let the users (individuals/organizations) to file an electronic complaint.



Citizens

Following Details/Functions will be placed on the citizens' page:

- Alphabet - An existing platform integrated into the website
- Recommendations – Space where the information will be placed in PDF format. Each recommendation should have a photo, a short text description, and the visitor should have an opportunity to download it.
- File System Catalog - existing platform updated in a way that the visitor can easily get the service and navigate through following sections:
 - Registration / Authorization
 - Fill the catalog
 - Search
 - What is a catalog
- Standard types of information pages, which include
 - Text
 - Photos
 - Videos
 - Social media
 - Links
- Open Door Activities
- Take Action

On the internal page, the navigation menu should be visible on the bottom of the site. It should be a fixed part of the page.

depending on the need, it would be considered to add external platforms on this page.



Organizations

Following Details/Functions should be placed on the organizations page:

- Information about personal data for organizations
- Recommendations
- File System Catalog - existing platform should be updated in a way the visitor to easily get the service and navigate. The page should have an appropriate design that will comply with the website's entire visuals.
 - Registration / Authorization
 - Fill the catalog
 - Search
 - What is a catalog
- Standard types of information pages, which include
 - Text
 - Photos
 - Videos
 - Social media
 - Links
- Trainings - update the existing platform that the visitor can easily get the service and navigate. The page will have an appropriate design that will be in compliance with the website's entire visuals.
 - Registration
 - Opportunity to choose a training date
 - Waiting list
 - Informational pages about trainings
- Take Action

The navigation menu should be visible on the bottom of the internal pages. It should be a fixed part of the page.

Depending on the need, it would be considered to add external platforms on this page.



About us

Following Details/Functions will be placed on About Us Section:

- What we do
- Inspector
- Office - Interactive structure where you will get a detailed text message on Mousover
- Law enforcement oversight
- Inspector's decisions - existing platform updated in way that the visitor can easily get the service and navigate. The page will have an appropriate design that will comply with the website's entire visuals.
- Strategy
- Statistics- animated part of the page. Website administrator should be able to change content.
- Annual reports
- Privacy

There should be fixed navigation menu on the page.

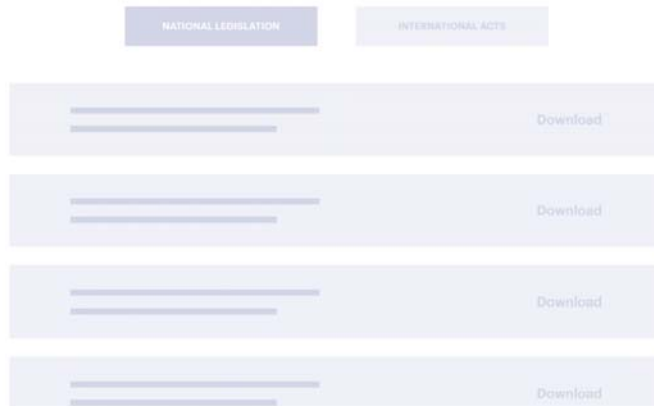


Legislation

Following Details/Functions should be placed on the legislation page:

- National legislation
- International acts

User should be able to easily navigate with tabs and download required materials.

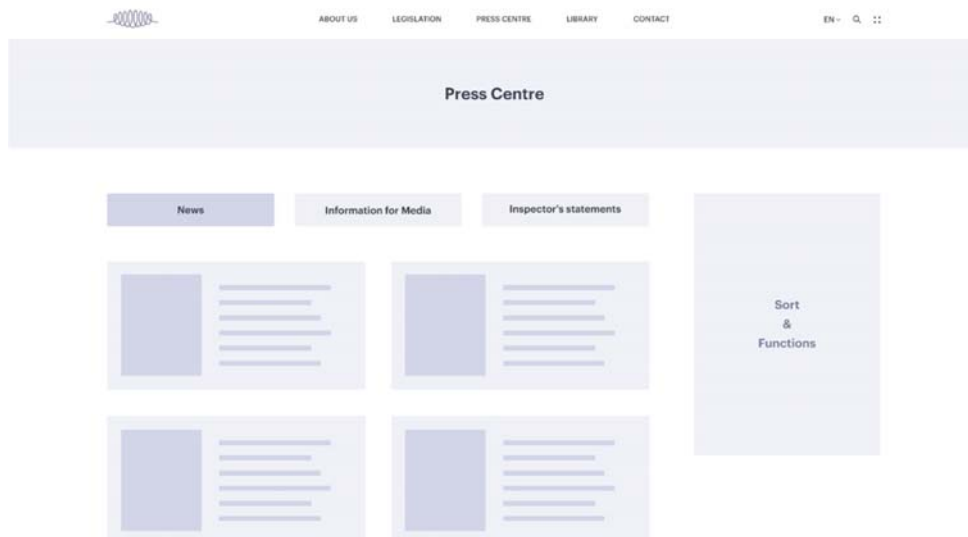


Press Centre

Following Details/Functions should be placed on the Press Centre page

- News
- Media Materials
- Inspector's statements

Sorting should help a visitor to easily find the desired information according to the descriptive characteristics. (For example: date, categories)



Library

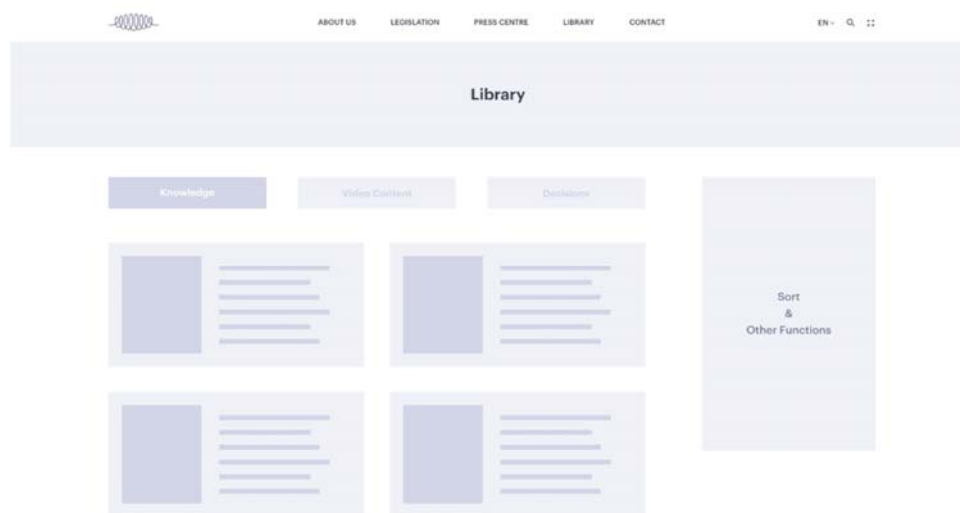
Following Details/Functions will be placed on the Library

- Knowledge
- Video content
- Inspector's decisions

Search and Sort Functions will help a visitor to find the desired information according to the descriptive characteristic. (For example: date, categories)

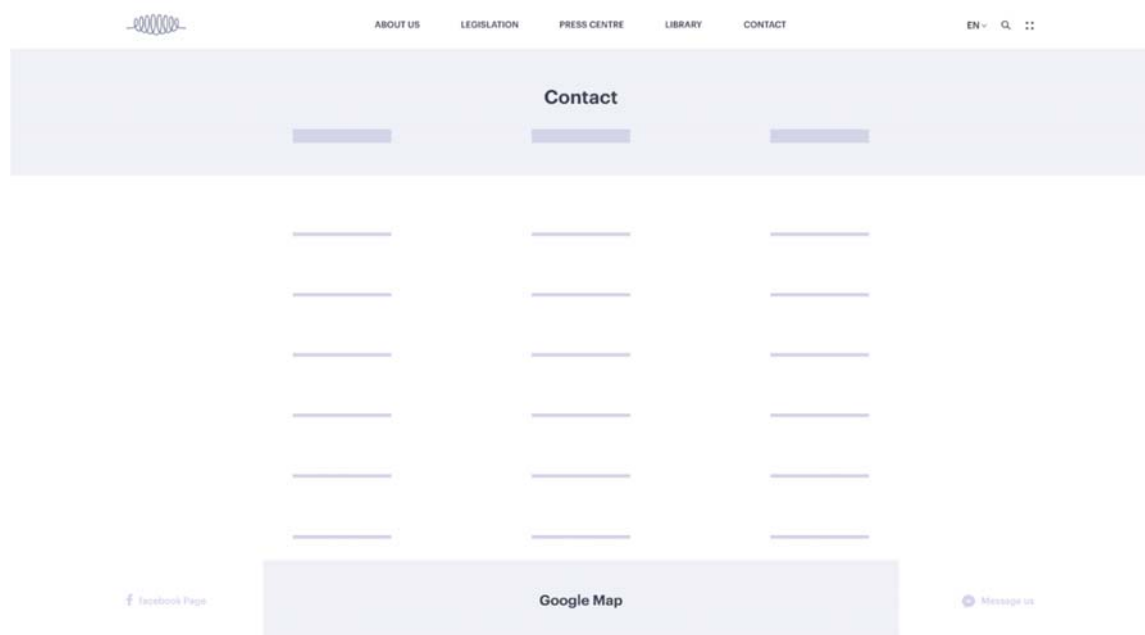
The site administrator should have to create and manage any kind of contents for these pages.

- Add text
- Upload images
- Integrate videos from the appropriate channel (eg: Youtube)
- Integrate content from open sources such as playbuzz.com, Timeline JS, Storymap, etc.



Contact

- Contact Information of the office of the Personal Data Protection Inspector
- Contact of each department of the Personal Data Protection Inspector's office
- Contact of the person responsible for public information



Website adaptation for blind/visually impaired

The winner company is responsible for adapting the website for blind/visually Impaired by integrating text reader module.

Technical specifications of adaptation of the site should be agreed with The Office of Personal Data Protection Inspector of Georgia.

People with blindness and visual impairments need text equivalents for the images used on the Web page, because they and their assistive screen reader technology cannot obtain the information from the image.

A person who has a visual disability will not find the mouse useful because it requires hand and eye coordination. Instead, this person must navigate the Web page using only the keyboard.

Website also should have following functions:

- The ability to regulate font sizes
- Voice signal speed regulation
- The ability to change the background (white/ black background) of the website

In the process of website adaptation, the winner company should take into consideration Web Content Accessibility Guidelines (WCAG)

The winner company is responsible to hire a specialist for adaptation of the web page for blind/visually impaired as a team member and get the information about appropriate modules and technical details.

Content Management System (CMS)

Administrator of the Website will be able to read, edit, add, delete any record:

- User Management - the super user should be able to create users and define permission to update the content in the new website
- Content Management - the super admin should be able to manage the overall content of the main website
- Menu Management - the super admin should be able to add, move delete, and modify menus on the site.

After the project is launched, the winner company has to provide customer with information about website management. Duration of the training – 1 week.

Website functional tools for its users and CMS administrator

- If needed, automatic publishing of last updates of certain content page
- Generate printable or pdf version of any content page
- Possibility to adjust the font size of the textual content (default size: 10);
- Possibility of file uploading without size and format restrictions;
- Efficient file management system in CMS:
 - Creation of folders and upload of files in these folders;
 - Editing names of files for publishing and their management (according to languages);
 - If needed, possibility of publishing file specifications:
 - File type (with a possibility of choosing the program icon e.g.: pdf icon, MS office icon, etc.);
 - File size;
 - Indication of the language of the file content;
- Possibility to choose the file publishing date

Acceptance Testing:

Website will be tested by **The Office of The Personal Data Protection Inspector** or their appointed agent/representative with required technical and other capabilities to inspect, test and evaluate the Website and determine whether it satisfies the acceptance criteria as agreed upon in the work plan.

Security: The vendor will provide for the following security features:

The website shall be protected from cyber-attacks (e.g.: SQL Injection, Cross site Scripting, Cross site Request Forgery, Session Hijacking, HTTP Response Splitting, Remote/Local File Inclusion, Directory Transversal, Insecure Direct Object References, Security Misconfiguration, Unvalidated Redirects and Forwards, Blind SQL Injection and etc.)

Website Handover and Launching

The winner company will provide the website launching and is responsible to place a web site on the server and link it to the domain. The server and Website domain will be specified based on the agreement with PDP.

The Office of The Personal Data Protection Inspector is responsible for paying the fee of the website hosting and providing the domain for the website.

Training:

Vendor has to provide training for **The Office of The Personal Data Protection Inspector** stuff (up to 10 people) in the use / maintenance of the respective Website. All technical aspects of Website maintenance including requirements for hosting, registrations, submission to search engines and other link sites. Complete Website source code and other technical documents associated with the Website development, administration and use will be provided to the relevant teams. Vendor will provide necessary technical details including requirement of software, software tools and systems required for the proper upkeep and maintenance of the website. Vendor will provide technical support for the relevant teams to become trained in the organization and administration of the respective Website.

Technical Support

Vendor will provide technical support of the website during 6 months after testing and Launching. After 6 months period additional support can be charged.

1. Deliverables and Payment Terms

Outputs	Percentage	Timing
Deliverable 1: 1. Architecture and Plan Design of the Website	35%	1.5 months
Deliverable 2: 1. A fully functional and visual redesign of the website with CMS;	45%	3.5 months
Deliverable 3: 1. Testing and bug fixing of the Website; 2. Website Handover and Launching – including training of the respective staff of the Office of the Personal Data Protection Inspector.	20%	1 month

2. Copyright / License Violations & Provision of Legal Copies:

The Office of The Personal Data Protection Inspector will not be responsible against any liability for the use of software with regard to copyright / license if any.

3. Trademarks & Copyrights:

- i The deliverables and any other documentation materials or transfer of all related intellectual property rights or works commissioned by **The Office of The Personal Data Protection Inspector** and as such will be the sole property of **The Office of The Personal Data Protection Inspector** respectively and **The Office of The Personal Data Protection Inspector** will be vested with all right, title and interest therein.
- ii The copyright in respect of all works associated with the website developed for **The Office of The Personal Data Protection Inspector** will be vested with **The Office of The Personal Data Protection Inspector** respectively. All associated patents, copyrights shall be the exclusive property of the respective organization.
- iii Vendor shall provide to **The Office of The Personal Data Protection Inspector** complete software code and complete modified source code of operating system, related dependencies as well as CMS, along with transfer of all related Intellectual Property Rights of the modified source code to **The Office of The Personal Data Protection Inspector** used for the Website development.

4. Qualifications of the Successful Service Provider and Criteria for Selecting the Best Offer

The technical proposal of the bidders should contain the following minimum information. Bidders are free to provide, any other information that they deem fit and relevant in support of their bid.

- a) The Service Provider must have:
 1. At least 3 year experiences in digital solution development area (minimum requirement).
 2. Experience in developing at least 20 websites, including 5-10 websites consisting of at least 10 page templates (list of web pages indicating web page addresses) (minimum requirement).
 3. Experience in making interactive illustrated storytelling – at least 1 project (web page address need to be indicated) (minimum requirement).

4. At least 3 letters of recommendation from previous contract providers (minimum requirement).

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:

1. Profile – describing the nature of business, field of expertise;
2. Business Licenses – Tax Payment Certification, etc.;
3. Letter certifying that no debt towards budget exists;
4. An extract from the Entrepreneurial Register;
5. Detailed Bank Requisites;
6. Company Qualification record (Track Record) – list of clients for similar services as those required by UNDP, indicating description of contract scope, contract duration, contract value, contact references;

b) **Organization and staffing of the team for this assignment:**

Company shall propose at least one Team Leader (Project Manager), one web developer, one web designer and one specialist who will adapt web page for blind/visually impaired persons.

Structure with clearly defined roles must be provided.

- **Team Leader (Project Manager)** shall have at least 2 years of experience in managing similar projects (minimum requirement);
- **Web developer** and **Web-Designer** shall each have at least 2 years of experience in their respective fields (CVs shall include names of projects undertaken by the person) (minimum requirement);
- **Specialist for adaptation of the web page** for blind/visually impaired persons - Shall have at least 2 years of experience in provision of service of adaptation (refer to ToR Annex 4) (minimum requirement);

One member of the team can perform more than one role in the project. Other supporting staff – companies may propose other staff per their consideration, but their responsibilities shall clearly be defined.

c) **Description of the Approach, Methodology and Work Plan**

Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present this section of the technical proposal into 4 chapters:

- *Technical Approach and Methodology:* In this chapter the Proposer should explain their understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. Proposer should highlight the problems being addressed and their importance, and explain the technical approach in order to adopt to address them.
Proposer should also explain the methodologies they propose to adopt and highlight the compatibility of those methodologies with the proposed approach. Submission of the fairly appropriate methodology and fair demonstration that the Service Provider fully understood the task, the scope of task is well defined and is corresponding to the TOR is a minimum requirement.
- *Work Plan:* In this chapter the Proposer should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the ToR and ability to translate them into a feasible working plan. A list of the final technical documents, including reports, drawings, and tables to be delivered as final output, should be included here. Submission of the fairly appropriate implementation plan is a minimum requirement.

The following criteria will be used in a process of selecting the best offer:

- Highest Combined Score (based on the 70% technical offer and 30% price weight distribution);
- Proposals shall obtain at least 490 points out of the total 700 to be considered technically qualified;
- Full acceptance of the UNDP Contract General Terms and Conditions (GTC). This is a mandatory criterion and cannot be deleted regardless of the nature of services required. Non acceptance of the GTC may be grounds for the rejection of the Proposal.

Technical Proposal (70%) – 700 points

1. Expertise of the Firm 15% - 150 points
2. Methodology, Its Appropriateness to the Condition and Timeliness of the Implementation Plan 40% - 400 points
3. Management Structure and Qualification of Key Personnel 15% - 150 points

Financial Proposal (30%)- 300 points

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

The Technical Proposal is evaluated based on its responsiveness to the Term of Reference (ToR) and scoring is allocated in accordance with the Annex V. If the offeror does not meet any of the minimum technical qualification criteria/requirements given in Annex 5, it will be given score zero and will be automatically disqualified and there is no more need for further evaluation of the disqualifying offeror.

For further details, please refer to Technical Proposal Evaluation Form (Annex 5)

Technical Proposal Evaluation Form

Technical Proposal	%	Max Points Obtainable
Expertise of the Firm – 130		
At least 3 year experiences in digital solution development area (<i>minimum requirement</i>)	4 %	40
Experience in developing at least 20 websites, including 5-10 websites consist of at least 10 page templates (<i>minimum requirement</i>)	4 %	40
Experience in making interactive illustrated storytelling– at least 1 project (<i>minimum requirement</i>)	5 %	50
Recommendations – 20		
Having at least 3 letters of recommendation from previous contract providers. (<i>minimum requirement</i>)	2%	20
Total:	15%	150
Methodology, Its Appropriateness to the Condition and Timeliness of the Implementation Plan		
Does the Offeror fully understand the task?/Is the scope of task well defined and does it correspond to the TOR?	15%	150
<i>Full Understanding – 150</i>		
<i>Fair Understanding (minimum requirement) – 70</i>		
Technical Approach and Methodology Appropriateness of the methodology to the condition	15%	150
<i>Comprehensive and systematic methodology – 150</i>		
<i>Fairly appropriate methodology (minimum requirement) – 70</i>		
Timeliness of the implementation plan	10%	100
<i>Completely appropriate – 100</i>		
<i>Fairly appropriate (minimum requirement) – 50</i>		
Total:	40%	400
Management Structure and Qualification of Key Personnel		
Team Leader – with at least 2 years of experience in managing similar projects (<i>minimum requirement</i>)	4%	40
Web developer - with at least 2 years of experience in the respective field (<i>minimum requirement</i>)	4%	40
Web- designer - with at least 2 years of experience in the respective field (<i>minimum requirement</i>)	4%	40
Specialist for adaptation of the web page for blind/visually impaired persons – at least 2 years of experience in provision of service of adaptation (<i>minimum requirement</i>)	3%	30
Total:	15%	150
Maximum Total Technical	70 %	700
Minimum Technical points needed		490
Financial Proposal	30%	300
Budget Proposals		
To be computed as a ration of the Proposal's Offer to the lowest price among the proposals received by UNDP	30%	300
Total:	100%	1000

Annex 6

deliverables/weeks*		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
1	Architecture, Plan and design of the website.																								
2	A fully functional and visual redesign of the website with CMS;																								
3	1) Testing of the Website; 2) Website Handover and Launching: Training of the Respective by the Office of the Personal Data Protection Inspector staff.																								

- Table represent maximum number of weeks - Timeline for the project implementation.
Every participant should represent deadlines adjusted to deliverables.