

REQUEST FOR PROPOSAL (RFP) (Services)

	DATE: February 7, 2018
NAME & ADDRESS OF FIRM	REFERENCE: Inception Phase of the project: Strengthening the Climate
	Adaptation Capacities in Georgia, # 00108303

Dear Sir / Madam:

We kindly request you to submit your Proposal for <u>Provision of 1. Comparative Analysis of the climate change adaptation/disaster risk reduction architecture and Norms in Georgia; and 2. Assessment of hazard mapping system in Georgia</u>

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

Proposals in sealed and stamped envelopes, may be submitted on or before 21 February 2018 17:00 (Tbilisi Local Time) via, courier mail to the address below:

United Nations Development Programme

UN House, 9 Eristavi St., Tbilisi, 0179 Georgia Attention: Ms. Salome Lomadze, Project Manager salome.lomadze@undp.org

Your Proposal must be expressed in **English** (Supporting documents available only in Georgian can be submitted in Georgian) 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. Kindly ensure that the Proposal in sealed and stamped envelopes includes original hardcopies and CD with the copy of the proposal signed and in the .pdf format, and free from any virus or corrupted files.

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

The Proposal that complies with all of the requirements and 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 4.

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,

Salome Lomadze Project Manager

7/2/2018

Description of Requirements

Context of the	The objective of the required services is to develop 1. Report on comparative analysis of the
Requirement	climate change adaptation and disaster risk reduction architecture and norms in Georgia and 2. Report on assessment of hazard mapping system in Georgia
Implementing Partner of	
Implementing Partner of UNDP	National Environmental Agency under Ministry of Environment Protection and Agriculture
Brief Description of the	The purpose of the Services required is to develop two assessment reports: 1. Comparative
Required Services	analysis of the climate change adaptation and disaster risk reduction architecture and norms in Georgia; and 2. Assessment of hazard mapping system in Georgia
	Development of comparative analysis for CCA/DRR architecture and norms should include the following:
	 Analysis of the set up CCA and DRR architecture and norms and progress achieved in approximation with EU standards as outlined in Georgia and EU association Agreement,
	 Assessment of existing gaps and needs for improvement prioritized in terms of urgency and importance for approximation with EU standards
	Development of assessment report of hazard mapping system in Georgia should include the following:
	 Assessment of institutional and legal set up for hazard mapping in Georgia and progress achieved in approximation with EU standards in accordance with EU and Georgia Association Agreement;
	- Development of recommendations for required legal and institutional reforms and road map for capacity development in hazard mapping
	For more details please refer to attached hereto Annex 3 Terms of Reference (TOR)
List and Description of Expected Outputs to be Delivered	Expected Outputs and Deliverables of service provider are as follows: Output 1 — Comparative analysis of the climate change adaptation and disaster risk reduction architecture and norms in Georgia
	 Deliverable 1: Report on stakeholder analysis of CCA/DRR systems in Georgia; Deliverable 2: Schedule of works and timelines agreed with the stakeholders;
	Deliverable 3: Assessment report on existing state and practices of climate change adaptation and disaster risk reduction compared with EU standards and progress achieved in approximation with commitments under EU and Georgia Association Agreement:
	Agreement; • Deliverable 4: Assessment report on existing gaps, needs in CCA/DRR and roadmap for its improvement
	Output 2 - Assessment of hazard mapping system in Georgia
	 Deliverable 5: Report on stakeholder analysis involved in hazard mapping Deliverable 6: Schedule of works and timetable agreed with the wide range of identified stakeholders
	 Deliverable 7: Report on institutional and legal set-up for hazard mapping in Georgia and progress achieved in approximation with EU standards, existing practices, gaps, and technical (including financial) and human capacities for hazard mapping;
	Deliverable 8: Recommendations and roadmap for capacity development for improvement of hazard mapping system in accordance with EU standards
	Note: For more details please refer to attached Annex 3 Terms of Reference (TOR).
Person to Supervise the Work/Performance of the Service Provider	UNDP Project Manager SDC funded Inception Phase of the project: Strengthening the Climate Adaptation Capacities in Georgia
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Frequency of Reporting	Service provider should provide progress reports corresponding with schedule of activities, progress achieved, as well as challenges along the implementation process.				
	☐ Exact Address/es [pls. specify]				
Location of work					
Expected duration of	4 months period				
work/services	4 months period				
Target start date	12 March, 2018				
Latest completion date	12 July, 2018				
Travels Expected	N/A				
· · · · · · · · · · · · · · · · · · ·	N/A				
Special Security Requirements	IN/A				
Facilities to be Provided	N/A				
by UNDP (i.e., must be	IN/A				
excluded from Price					
Proposal)					
Implementation Schedule					
indicating breakdown	│	ndicato	d in Anney 2 (TO	2) attached hereto	
and timing of	□ Not Required	iluicate	u III Allilex 5 (101	A) attached hereto	
activities/sub-activities	🗆 Not Kequired				
Names and curriculum					
vitae of individuals who	□ Required				
will be involved in	☐ Not Required				
completing the services					
completing the services	□ United States Dollars				
Currency of Proposal	☐ Euro				
	☐ Local Currency				
	Note: For proposals subm	itted in	other currencies	than UNDP preferred currency, conversion	
	will be done based on UN operational exchange rate (UNORE) at the date of the Bid Opening.				
	Opening.				
	Payment to local companies will be done in Georgian Lari according to UN official exchange				
	rate at the date of payme	nt.			
Value Added Tax on Price	⊠ must be exclusive of V	AT and	other applicable i	indirect taxes	
Proposal					
Validity Period of	⊠ 90 days				
Proposals (Counting for	In exceptional circumstar	nces, U	NDP may request	the Proposer to extend the validity of the	
the last day of submission	Proposal beyond what I	nas be	en initially indica	ted in this RFP. The Proposal shall then	
of quotes)	confirm the extension in	writing	, without any mod	dification whatsoever on the Proposal.	
Partial Quotes	⋈ Not permitted				
	Outputs	%	Timing	Condition for Payment Release	
Payment Terms	Upon provision of	50%	Eight weeks	Within thirty (30) days from the date of	
	Output 1 and output 2	30%	after signing	meeting the following conditions:	
	respective		the contract	a) UNDP's written acceptance (i.e.,	
	deliverables: 1, 2, 3, 5,		the contract	not mere receipt) of the quality of	
	6, 7			the outputs; and	
	Upon provision of	50%	Four months	b) Receipt of invoice from the	
	output 1 and Output 2	30%	after signing	Service Provider.	
	respective		the contract		
	deliverables: 4, 8		the contract		
Person(s) to review/					
inspect/approve outputs	Inception Phase of the project: Strengthening the Climate Adaptation Capacities in Georgia				
/completed services and	– Project Manager				
authorize the	UNDP Georgia Energy and	l Enviro	nment Portfolio 1	Геаm Leader	
disbursement of					
payment					
Type of Contract to be	☐ ☐ Contract for Profession	al Con	ices		
Type of contract to be	□ CONTRACTION PROTESSION	iai Sei V	1000		

Signed	
Criteria for Contract	☐ Highest Combined Score (based on the 70% technical offer and 30% price weight
Award	distribution)
	☐ Full Acceptance of the UNDP Contract General Terms and Conditions (GTC) attached as
	Annex 4. This is a mandatory criterion and cannot be deleted regardless of the nature of
	services required. Non-acceptance of GTC may be grounds for the rejection of proposal.
Criteria for the	Technical Proposal (70%) Maximum Obtainable Scores 70
Assessment of Proposal	☐ Expertise of the Firm 20%
	☑Methodology, Its Appropriateness to the Requirements and Timeliness of the TOR 30%
	☐ Qualification of Personnel proposed for implementing required services 20%
	Financial Proposal (30%) Maximum Obtainable Scores 30
	To be computed as a ratio of the Proposal's offer to the lowest price among the proposals received by UNDP.
	received by ONDI.
	The technical proposal is evaluated based on its responsiveness to the Annex 1 Description of Requirements and Annex 3 Terms of Reference (TOR) and scoring is allocated in
	accordance with Annex 5. If the Offeror does not meet any of the minimum technical
	qualification criteria/requirements given in Annex 5, it will be given a score zero "0" and will
	be automatically disqualified and there is no more need for further evaluation of the
	disqualifying offeror.
UNDP will award the	☐ One and only one Service Provider
contract to:	
Annexes to this RFP	☐ Description of Requirements (Annex 1)
	☑ Form for Submission of Proposal (Annex 2)
	☑ Detailed TOR (Annex 3)
	☐ General Terms and Conditions (Annex 4)
	☐ Technical Proposal Evaluation Form (Annex 5)
Contact Person for	Eka Zedelashvili
Inquiries	Project Administrative Financial Assistant
(Written inquiries only)	Eka.zedelashvili@undp.org
	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.

FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL

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

[insert: Location]. [insert: Date]

To: Salome Lomadze

UNDP Georgia, Inception Phase of the project: "Strengthening the Climate Adaptation Capacities in Georgia"

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 years of working experience in research and analytical reports (min requirement);
- 2. At least 3 years of working experience in development of action plans and road maps (min. requirement)
- 3. Working experience in Disaster Risk Reduction, Climate Change Adaptation and environment will be an **asset**
- 4. Working experience with UNDP will be an **asset**;
- 5. At least two (2) recommendation letters from previous client (min 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 and submitting the following information:

- a) Profile describing the nature of business, field of expertise;
- b) Business Licenses Registration Papers, Tax Payment Certification (if applicable);
- c) Detailed bank requisites;
- d) Certificates and Accreditation (if any);
- e) Qualification Record (Track Record) list of clients for similar services as those required by UNDP for the period of indicating description of contract scope, contract duration, contract value, contact references;
- f) CVs of personnel involved in provision of required services with written confirmation from each involved that they are available for the entire duration of the contract;

B. Proposed Methodology for the Completion of Services

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

C. Qualifications of Key Personnel

The Service Provider must provide:

a) Names and qualifications of the key personnel:

At a minimum:

- (1) One (1) Team Leader, responsible for overall management and monitoring of the service implementation process, including provision of progress reports with minimum 3 years of experience in the field of management, technical expertise, reporting (min requirement);
- experience of working in the field of Disaster Risk Reduction, Climate Change Adaptation and is an asset;
- familiarity of commitments of Georgia under Association Agreement in DRR/CCA is **an asset**
- (2) One (1) DRR/CCA Expert, responsible for developing comparative analytical report on architecture and norms of DRR/CCA systems in Georgia and roadmap with:
- minimum 3 years of respective work experience, in development of assessment reports (**min** requirement)
- minimum 3 years of respective work experience in the field of DRR/CCA (min. requirement);
- (3) One (1) expert in hazard mapping, responsible for assessment of hazard mapping system in Georgia and development of roadmap with:
- minimum 3 years of respective work experience, particularly in development of assessment reports (min. requirement)
- experience and familiarity with hazard mapping systems (**min. requirement**);
- familiarity of commitments of Georgia under Association Agreement in hazard mapping will be **an asset**
- (4) Other team members if deemed appropriate by the service provider to fulfil requirement as spelled out in this RFP.
- b) CVs demonstrating qualifications must be submitted;
- c) Written confirmation from each personnel that they are available for the entire duration of the contract must be submitted.

D. Cost Breakdown per Deliverables*

	Output	Percentage of	Price
	[list them as referred to in the RFP]	Total Price (Weight	(Lump Sum, All
		for payment)	Inclusive)
1	Output 1 – Comparative analysis of the climate change	50%	
	adaptation and disaster risk reduction architecture and norms		
	in Georgia		
	Deliverable 1: Report on stakeholder analysis of		
	CCA/DRR systems in Georgia;		
	 Deliverable 2: Schedule of works and timelines for 		
	development of the report agreed with the		
	stakeholders (UNDP, SDC, representatives from		
	governmental entities, international and national		
	non-governmental organizations, civil society,		
	academia);		
	Deliverable 3: Assessment report on existing state		
	and practices of climate change adaptation and		
	disaster risk reduction in Georgia and progress		
	achieved in approximation with commitments under		
	EU and Georgia Association Agreement, assessment		
	of existing gaps, needs in CCA/DRR		
	Output 2 - Assessment of hazard mapping system in Georgia		
	Deliverable 5: Report on stakeholder analysis		
	involved in hazard mapping		

	 Deliverable 6: Schedule of works and timetable agreed with the wide range of identified stakeholders Deliverable 7: Report on institutional and legal set-up for hazard mapping in Georgia and progress achieved in approximation with EU standards, existing practices, gaps, and technical (including financial) and human capacities for hazard mapping; 		
2	Output 1 – Comparative analysis of the climate change adaptation and disaster risk reduction architecture and norms in Georgia • Deliverable 4: Roadmap with prioritized actions for enhancing CCA/DRR capacities as per identified needs Output 2 - Assessment of hazard mapping system in Georgia • Deliverable 8: Recommendations and roadmap for capacity development for improvement of hazard mapping system in accordance with EU standards	50%	
	Total	100%	·

^{*}This shall be the basis of the payment tranches

Cost Breakdown by Cost Component [This is only an Example]:

Description of Activity	Remuneration cost per day ¹	No. of Personnel	Total Period of Engagement in	Cost per service/ per item	Total Rate
			days		
I. Personnel Services					
Team Leader (1)					
DRR/CCA expert (1)					
Hazard Mapping					
Experts (1)					
Other team member(s)					
(if deemed appropriate by					
the service provider) ²					
II. Other Related Costs ³					
Supply/Stationary					
Printing/editing					
Other (please specify)					
		· ·		·	

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

¹ UNDP strongly recommends companies to use days, as a primary unit of time when providing respective calculations under the Cost Breakdown

² If the prospective bidder will provide additional technical and administrative staff and other related costs it can be subject to review and approval from UNDP side.

³ Under other related costs companies shall include detailed list of all costs associated with implementation of the tasks and deliverables, each cost shall be justified and clearly calculated. Other related costs shall be subject to UNDP review and if applicable consideration for exclusion similar to the existing note about technical staff.

Terms of Reference (TOR) for provision of Services in Developing Reports on Comparative Analysis of the Climate Change Adaptation and Disaster Risk Reduction Architecture and Norms and Assessment of Hazard Mapping System in Georgia

1.1 Introduction

Due to the complex mountainous terrain and climate, Georgia is subject to both geological and hydrometeorological natural hazards. Climate change studies have indicated that these hazards will increase in frequency, intensity and geographical spread over time and will have significant negative impacts on various sectors. Economic assessment of the impact of hydro meteorological hazards under climate change conditions shows that 1.7 Million people (40% of the population) including the most vulnerable communities in remote rural and densely populated urban areas are at risk from the main hazards.

Considering the above, UNDP Country Office in Georgia in close partnership and with financial support from the Swiss Agency for Development and Cooperation (SDC) is implementing the Inception Phase of the Project "Strengthening the Climate Adaptation Capacities in Georgia". The project will support enhancement of Georgia's capacities, both on local and national levels, for reduction and management of climate change-induced hazard risks. The primary objective of the Inception Phase of the project, commenced in December 2017 and due to be finished in July 2018, is to collect the missing scientific, technical and statistical data necessary to inform and enrich existing capacities, gaps, challenges and set-up for disaster risk management and climate change adaptation in the country, both on national and local levels, with comprehensive analytical information.

More specifically, with this request for proposal under the ongoing Inception Phase, UNDP is commissioning two studies: (i) Comparative Analysis of the Climate Change Adaptation/Disaster Risk Reduction Architecture and Norms in Georgia, and (ii) Assessment of Hazard Mapping System in Georgia. Thus, the Inception Phase will result in the availability of required data and information to inform the elaboration and implementation of specific programmatic interventions for strengthened hazard mapping and climate change adaptation practices and capacities in Georgia.

1.2 Purpose and Scope of the Service

The purpose of the Service required is to develop baseline information on existing set-up, capacities and practices for DRR/CCA and hazard mapping systems in Georgia, with required roadmap and action plans for their development, as well as recommendations suggested for approximation with the EU's standards.

More specifically the Service Provider will be responsible for the following Work/Service:

<u>Output 1</u> – Comparative analysis of the climate change adaptation and disaster risk reduction architecture and norms in Georgia

Tasks:

- 1. Conduct stakeholder analysis to identify relevant entities from national and local governments, international and local non-governmental organizations, civil society organizations, and academia;
- 2. Develop detailed work description with timelines, required for development of comparative analysis of climate change adaptation and disaster risk reduction architecture and norms in Georgia;
- 3. Conduct comparative analysis of the architecture and norms for DRR/CCA systems in Georgia, through assessing existing set-up, analysis of the commitments made by the country under EU Georgia Association Agreement in the field, progress achieved, gaps, and needs for improvement; The assessment will be based on desk research and interviews/consultations with relevant stakeholders;
- 4. Presentation of the preliminary findings of the assessment before the stakeholders (UNDP, SDC,

representatives from governmental entities, international and national non-governmental organizations, civil society, academia) for finalization;

- 5. Develop a roadmap with required actions for enhancing CCA/DRR capacities, as per identified needs;
- 6. Presentation of the preliminary roadmap to the stakeholders for finalization;
- 7. Printing of the assessment report with roadmap;

Deliverables:

Deliverable 1: Report on stakeholder analysis of CCA/DRR systems in Georgia;

Deliverable 2: Schedule of works and timelines for development of the assessment report, agreed with the stakeholders ((UNDP, SDC, representatives from governmental entities, international and national non-governmental organizations, civil society, academia);

Deliverable 3: Assessment report on existing state and practices of climate change adaptation and disaster risk reduction and progress achieved in approximation with commitments under EU and Georgia Association Agreement, assessment of existing gaps, needs in CCA/DRR

Deliverable 4: Roadmap with prioritized actions for enhancing CCA/DRR capacities as per identified needs

Output 2 - Assessment of hazard mapping system in Georgia

Tasks:

- 1. Conduct stakeholder analysis to identify relevant entities from national and local governments, international and local non-governmental organizations, civil society organizations, and academia;
- 2. Develop detailed work description with timelines, required for development of the assessment report on hazard mapping system in Georgia;
- 3. Conduct assessment of hazard mapping system in Georgia, through assessing existing set up, analysis of the commitments made by the country under EU Georgia Association Agreement in the field, progress achieved, gaps, and needs for improvement; The assessment will be based on desk research and interviews/consultations with relevant stakeholders;
- 4. Presentation of the preliminary findings of the assessment to the stakeholders (UNDP, SDC, representatives from governmental entities, international and national non-governmental organizations, civil society, academia) for finalization;
- 5. Develop a roadmap with required actions for enhancing hazard mapping capacities, as per identified needs;
- 6. Presentation of the preliminary roadmap to the stakeholders for (UNDP, SDC, representatives from governmental entities, international and national non-governmental organizations, civil society, academia) finalization;
- 7. Printing of the assessment report with roadmap;

Deliverables:

Deliverable 5: Report on stakeholder analysis involved in hazard mapping

Deliverable 6: Schedule of works and timetable agreed with the wide range of identified stakeholders

Deliverable 7: Report on institutional and legal set-up for hazard mapping in Georgia and progress achieved in approximation with EU standards, existing practices, gaps, and technical (including financial) and human capacities for hazard mapping;

Deliverable 8: Recommendations and roadmap for capacity development for improvement of hazard mapping system in accordance with EU standards

The reports should be prepared both in English and Georgian and printed in accordance with UNDP publication rules and regulations

1.3 Duration of Work/Services:

Expected duration of the required services is four (4) months period after signing the contract. Detailed programme of activities and implementation plan should be provided by service provider.

Timeframes per output is as follows:

Provision of deliverables: 1, 2, 3, 5, 6, 7 – no later than 10th weeks after signing the contract;

Provision of deliverables: 4 and 8 - from 10th week to 4 months after signing contract.

1.4 Location of Work

The location of the service is Tbilisi with no envisaged travels to regions.

1.5 Qualification and Experience:

- 1. At least 3 years of working experience in research and analytical reports (min requirement);
- 2. At least 3 years of working experience in development of action plans and road maps (min. requirement)
- 3. Working experience in Disaster Risk Reduction, Climate Change Adaptation and environment will be an asset
- 4. Working experience with UNDP will be an asset;
- 5. At least two (2) recommendation letters from previous client (min requirement);

Qualified and experienced team consisting of at minimum:

- ➤ One (1) Team Leader, responsible for overall management and monitoring of the service implementation process, including provision of progress reports with:
- minimum 3 years of experience in the field of management, technical expertise, reporting (min requirement);
- Experience of working in the field of Disaster Risk Reduction, Climate Change Adaptation is an asset;
- Familiarity of commitments of Georgia under Association Agreement in DRR/CCA is an asset;
- One (1) DRR/CCA Expert, responsible for developing comparative analytical report on architecture and norms of DRR/CCA systems in Georgia and roadmap with:
- minimum 3 years of respective work experience, in development of assessment reports (min requirement)
- minimum 3 years of respective work experience in the field of DRR/CCA (min. requirement);
- ➤ One (1) expert in hazard mapping, responsible for assessment of hazard mapping system in Georgia and development of roadmap with:
- minimum 3 years of respective work experience, particularly in development of assessment reports (min. requirement)
- experience and familiarity with hazard mapping systems (min. requirement);
- familiarity of commitments of Georgia under Association Agreement in hazard mapping will be an asset

Other team members if deemed appropriate by the service provider to fulfil requirement as spelled out in this RFP.

1.6 Documents to be submitted:

- 1. Profile describing the nature of business, field of expertise;
- Business Licenses Registration Papers, Tax Payment Certification (if applicable);
- 3. Detailed bank requisites;
- 4. Certificates and Accreditation (if any);
- Qualification Record (Track Record) list of clients for similar services as those required by UNDP for the period, indicating description of contract scope, contract duration, contract value, contact references;
- 6. CVs of personnel involved in provision of required services with written confirmation from each

involved that they are available for the entire duration of the contract.

1.7 Evaluation method

The selection process will be based on the combined scoring method - where the expertise of the firm (10%) management structure and qualification of key personnel (20%) and methodology (40%) will be weighted a maximum of 70%, and combined with the price offer which will be weighted a maximum of 30%.

Evaluation Criteria				
Expertise of the Firm	10%	100 points		
Methodology, Its Appropriateness to the Requirement and Timeliness of the TOR	40%	400 points		
Qualification of Personnel proposed for implementing required services	20%	200 points		
Financial proposal	30%	300 points		

The technical proposal is evaluated on the basis of its responsiveness to the **Annex 1 Description of Requirements** and **Annex 3 Terms of Reference (TOR)** and scoring is allocated in accordance with **Annex 5 Technical Proposal Evaluation Form**. If the Offeror does not meet any of the minimum technical qualification criteria/requirements given in Annex 5, it will be given a score zero "0" and will be automatically disqualified and there is no more need for further evaluation of the disqualifying offeror.

General Terms and Conditions for Services

1.0 LEGAL STATUS:

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

2.0 SOURCE OF INSTRUCTIONS:

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

3.0 CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES:

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

4.0 ASSIGNMENT:

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

5.0 SUB-CONTRACTING:

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

6.0 OFFICIALS NOT TO BENEFIT:

The Contractor warrants that no official of UNDP or the United Nations has received or will be offered by the Contractor any direct or indirect benefit arising from this Contract or the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of this Contract.

7.0 INDEMNIFICATION:

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

8.0 INSURANCE AND LIABILITIES TO THIRD PARTIES:

- **8.1** The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.
- **8.2** The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or the equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract.
- **8.3** The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles, boats,

airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or subcontractors 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 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

- **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.

Annex 5

Technical Proposal Evaluation Form

Technical Proposal		Max Points Obtainable
1. Qualification of Service Provide Firm		100
At least 3 years of working experience in research and analytical reports		30
3 years of experience – min. requirement	20	
More than 3 years	30	
At least 3 years of working experience in development of action plans and road maps		30
3 years experience – min. requirement	20	
More than 3 years	30	
At least two (2) recommendation letters from the previous client		20
Two (2) recommendation letters – min. requirement	10	
More than two (2) recommendation letters		
Working Experience in Disaster Risk Reduction, Climate Change Adaptation and/or environment sector (an asset)		10
Working experience with UNDP (an asset)		10
Total for Firm Experience		100

Technical Proposal	Sub- Score	Max Points Obtainable
2. Methodology, Its Appropriateness to the Requirements and Timeliness of the TOR		400
2.1. To what degree does the Proposer understand the task?		35
Fair understanding of the task – min. requirement	30	
Full understanding of the task	35	
2.2. Have the important aspects of the task been addressed in sufficient detail?		45
Addressed in fairly sufficient details - min. requirement	35	
Addressed in sufficient details	45	
2.3. Is the scope of task well defined and does it correspond to the TOR?		120
Fairly corresponds – min. requirement	100	
Fully corresponds	120	
2.4. Is the conceptual methodological framework adopted appropriate for the task?		80
Fairly appropriate – min. requirement	60	
Completely appropriate	80	
2.5. Is the proposal clear and is the sequence of the activities and the planning logical, realistic and promise efficient implement to the project?		120
Fairly clear proposal with some element of logical and realistic planning — min. requirement	100	
Clear proposal with sound, logical and realistic planning	120	
Total for methodology		400

Technical Proposal	Sub- score	Max Points Obtainable
3. Management Structure and Qualification of Personnel Proposed		200
3.1 Team Leader, responsible for overall management and monitoring of the service implementation process, including provision of progress reports		60
3 years of experience in the field of management, technical expertise, reporting - min requirement	50	
More than 3 years of experience in the field of management, technical expertise, reporting	60	
Experience of working in the field of Disaster Risk Reduction, Climate Change Adaptation is an asset		20
Familiarity of commitments of Georgia under Association Agreement in DRR/CCA is an asset		20
3.2 DRR/CCA Expert, responsible for developing comparative analytical report on architecture and norms of DRR/CCA systems in Georgia and roadmap		25
3 years of respective work experience, particularly in development of assessment reports – min. requirement;	20	
More than 3 years of respective work experience, particularly in development of assessment reports	25	
Respective work experience of working in the field of DRR/CCA		25
3 years of respective work experience of working in the field of DRR/CCA – min. requirement;	20	
More than 3 years of respective work experience of working in the field of DRR/CCA	25	
3.3 Expert in hazard mapping, responsible for assessment of hazard mapping system in Georgia and development of roadmap with minimum		30
3 years of respective work experience, particularly in development of assessment reports – min. requirement;	25	
More than 3 years of respective work experience, particularly in development of assessment reports	30	
Experience and familiarity with hazard mapping systems is an asset; familiarity of commitments of Georgia under Association Agreement in hazard mapping is an asset		20
Maximum Total for Management Structure and Qualification of Personnel Proposed		200

Financial Proposal		
Budget Proposals (To be computed as a ratio of the Proposal's Offer to the lowest price among the proposals received by UNDP)	30%	300
Maximum Total Financial	30.00%	300