



## REQUEST FOR PROPOSAL (RFP)

Dear Sir / Madam:

**We kindly request you to submit your proposal for the development of the web-based platform for the Georgian Rural Development Network**

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

Proposals must be submitted on or before the deadline indicated by UNDP in the eTendering system. Bids must be submitted in the online e-Tendering system in the following link: <https://etendering.partneragencies.org> using your username and password. If you have not registered in the system before, you can register now by logging in using

**username: event.guest**

**password: why2change**

and follow the registration steps as specified in the system user guide.

Your Proposal must be expressed in the **English**, and valid for a minimum period of **90 Days**.

You are kindly requested to indicate whether your company intends to submit a Proposal by clicking on "Accept Invitation".

In the course of preparing and submitting your Proposal, it shall remain your responsibility to ensure that it is submitted into the system by the deadline. The system will automatically block and not accept any bid after the deadline. **Kindly ensure that supporting documents required are signed and stamped and in the .pdf format, and free from any virus or corrupted files. NOTE: File Name should contain only Latin characters (no Cyrillic or other alphabets).**

The Financial Proposal and the Technical Proposal files MUST BE COMPLETELY SEPARATE and uploaded separately in the system and clearly named as either "TECHNICAL PROPOSAL" or "FINANCIAL PROPOSAL", as appropriate. Each document shall include the Proposer's name and address. The file with the "FINANCIAL PROPOSAL" must be encrypted with a password so that it cannot be opened nor viewed until the Proposal has been found to pass the technical evaluation stage. Once a Proposal has been found to be responsive by passing the technical evaluation stage, UNDP shall request the Proposer to submit the password to open the Financial Proposal. The Proposer shall assume the responsibility for not encrypting the financial proposal.

The Proposal that complies with all 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. If 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/content/undp/en/home/operations/procurement/protestandsanctions/>

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

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

Thank you and we look forward to receiving your Proposal.

Sincerely yours,



*David Lezhava*  
*National Project Manager*  
2/15/2018

## Description of Requirements

Context of the Requirement	<p>The Rural Development Strategies of Georgia and its Ajara region, make provisions to develop mechanisms for stakeholder engagement for effective implementation of the RDSs and achieving sustainable outcomes. With the aim to further support multi-stakeholder dialogue, engagement and cooperation among government and non-government actors, UNDP “Support to Rural Development in Georgia” project, under EU-funded ENPARD is working on establishing Georgian Rural Development Network (GRDN).</p> <p>The GRDN will be a “Platform” for information provision and sharing on RDSs, Action Plans, programmes, projects and other initiatives, raising efficiency of stakeholder engagement, improve the quality of the rural development programs, advocacy for mainstreaming priorities and solving local problems, promoting cooperation and coordination among its members and beyond, identification sources of funding, sharing local learning and practices, receiving advices, supporting innovations and etc.</p> <p>Special emphasis will be given to awareness raising and the inclusion of the local population, as well as the private sector and civil society to allow them to express their interest and raise important for them topics. The above-mentioned process provides the possibility of utilizing a ‘bottom up’ approach, and ensures the deepening of social education, trust and mutual understanding.</p> <p>Furthermore, the GRDN will be one of the important mechanisms to access a broader public opinion for elaboration of the new Rural Development Strategy of Georgia 2021-2024 and support to inclusive implementation processes.</p>
Implementing Partner of UNDP	Ministry of Environmental Protection and Agriculture of Georgia Ministry of Agriculture of Ajara AR
Brief Description of the Required Services	The overall objective of the technical assistance is to develop the website for the Georgian Rural Development Network (GRDN) for enhancing the effectiveness of stakeholder engagement in rural development in Georgia.
List and Description of Expected Outputs to be Delivered	For Detailed Description of Services Required and Expected Outputs refer to Annex 4 – Terms of Reference (ToR)
Person to Supervise the Work/Performance of the Service Provider	<i>National Project Manager</i>
Frequency of Reporting	<i>Monthly and upon deliverables, as per Annex 4 - TOR</i>
Progress Reporting Requirements	Monthly
Location of work	Georgia
Expected duration of work	Up to 105 calendar days after signing the Contract
Target start date	14 March 2018
Latest completion date	26 June 2018
Travels Expected	Please refer to Annex 4 – Terms of Reference (ToR), Scope of Work.
Special Security Requirements	<input checked="" type="checkbox"/> Others N/A

Facilities to be Provided by UNDP (i.e., must be excluded from Price Proposal)	<input checked="" type="checkbox"/> Others 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 <i>Refer to Annex 2 – Section C – Qualifications of Key Personnel.</i>		
Currency of Proposal	<input checked="" type="checkbox"/> GEL		
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	Timing	Condition for Payment Release
	Upon submission of a detailed work plan. The work plan should also be approved by UNDP during this period.	28.03.2018	
	Upon completion of the 1 <sup>st</sup> stage, a pre-development phase.	27.04.2018	
	Upon completion of the 2 <sup>nd</sup> phase, development of the GRDN web-site. The launch of the web-site should also be approved by UNDP during this period.	08.06.2018	
	Upon completion of the 3 <sup>rd</sup> phase, post-development, including training for UNDP in Content Management System (CMS) and guidelines.	26.07.2018	
	<b><u>Contractual payment to Local Companies will be made in GEL according to UN Official Rate of Exchange on the date of payment.</u></b>		
Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment	National Project Manager		
Type of Contract to be Signed	<input checked="" type="checkbox"/> Contract for Professional Services		

Criteria for Contract Award	<p><input checked="" type="checkbox"/> Highest Combined Score (based on the 70% technical offer and 30% price weight distribution) respectively, where the minimum passing score of technical proposal is 70%.</p> <p><b>Detailed breakdown of points obtainable is provided in Technical Proposal Evaluation Form - Annex 5.</b></p> <p><input checked="" type="checkbox"/> Full acceptance of the UNDP Contract General Terms and Conditions (GTC). This is mandatory criteria and cannot be deleted regardless of the nature of services required. Non-acceptance of the GTC may be grounds for the rejection of the Proposal.</p>
Criteria for the Assessment of Proposal	<p><b><u>Technical Proposal (70%)</u></b></p> <p><input checked="" type="checkbox"/> Qualifications of the Service Provider 30 %</p> <p><input checked="" type="checkbox"/> Methodology and Process, its Appropriateness to the Condition and Timeliness of the Implementation Schedule 40 %</p> <p><input checked="" type="checkbox"/> Management Structure and Qualifications of Key Personnel 30 %</p> <p><b><u>Financial Proposal (30%)</u></b></p> <p>To be computed as a ratio of the Proposal's offer to the lowest price among the proposals received by UNDP.</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"/> GRDN website tree prior/exploratory version (Annex 5)</p> <p><input checked="" type="checkbox"/> Technical Proposal Evaluation Form (Annex 6)</p> <p><input checked="" type="checkbox"/> Financial Proposal Form (Annex 7)</p>
Contact Person for Inquiries (Written inquiries only) <sup>1</sup>	<p>Ivane Shamugia, "Support to Rural Development in Georgia" Capacity Development Adviser. E-mail: <a href="mailto:ivane.shamugia@undp.org">ivane.shamugia@undp.org</a></p> <p>Any delay in UNDP's response shall not be 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 [pls. specify]	N/a

<sup>1</sup> This contact person and address is officially designated by UNDP. If inquiries are sent to other person/s or address/es, even if they are UNDP staff, UNDP shall have no obligation to respond nor can UNDP confirm that the query was received.

## FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL

***(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery<sup>2</sup>)***

Tbilisi, Georgia  
[insert: Date]

To: David Lezhava, "Support to Rural Development in Georgia" National Project Manager

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 its attachments, as well as the provisions of the UNDP General Contract Terms and Conditions:

### A. Qualifications of the Service Provider

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

- a) Profile – describing the nature of business, field of expertise, licenses, certifications, accreditations;
- b) Track Record – list of clients for similar services as those required by UNDP, indicating description of contract scope, contract duration, contract value, contract references;
  - 1b. At least 5 years' experience of working in web development sphere at national and/or international level (minimum requirement);
  - 2b. Experience in implementing at least 5 projects of web development and providing related services (minimum requirement);
  - 3b. List of all ongoing projects.
- c) At least 2 letters of recommendations from previous contract providers for similar services as those required by UNDP (minimum requirement);
  - 1c. International award in web-development is an asset;
- d) Business Licenses – Registration Papers, Tax Payment Certification, etc. – Certificate of the Registration of the organization, Tax Registration/Payment Certificate issued by the Revenue Authority evidencing that the Proposer is updated with its tax payment obligations and certificate of No Debts towards budget (minimum requirement), or Certificate of Tax exemption, if any such privilege is enjoyed by the Bidder;
- e) Financial Statements – income statement and balance sheet to indicate its financial stability, liquidity, credit standing, and market reputation;
  - 1e. Detailed bank requisites;
  - 2e. Bank letter evidencing financial turnover for the last 3 years, minimum required turnover is USD 150,000 per year (minimum requirement);
- f) Quality assurance procedures, (ensuring chain of the management structure and reporting tools (minimum requirement);

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

- g) All information regarding any past and current litigation during the last five (5) years, in which the bidder is involved, indicating the parties concerned, the subject of the litigation, the amounts involved, and the final resolution if already concluded (minimum requirement);
- h) Official Letter of Appointment as local representative, if Bidder is submitting a Bid on behalf of an entity located outside the country and/or in case of consortium of several companies: the signed declaration on the appointment of the leading entity (if applicable);
- i) Written Self-Declaration that the company is not in the UN Security Council 1267/1989 List, UN Procurement Division List or other UN Ineligibility List.

**B. Proposed Methodology and Process 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 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;
- (1) Project Manager (with minimum 3 years of proven project management experience);
- (2) Graphic Designer (with minimum 5 years of proven brand building experience);
- (3) Web Designer (with minimum 5 years of proven web design experience);
- (4) Front-end Developer (with minimum 5 years of proven web development experience);
- (5) Back-end Developer (with minimum 5 years of proven web development experience);
- (6) Technical Manager (with minimum 3 years of proven IT support experience);
- (7) Other technical and/or administrative staff, that company considers necessary for fulfillment the tasks envisaged in ToR (but no more than 2).

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

*[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 fulfill its commitments with the fullest regard to the interests of UNDP.

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

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

**4.0 ASSIGNMENT:**

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

**5.0 SUB-CONTRACTING:**

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

**6.0 OFFICIALS NOT TO BENEFIT:**

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

**7.0 INDEMNIFICATION:**

The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, UNDP, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Contractor, or the Contractor's employees, officers, agents or sub-contractors, in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents,



servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.

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

- 8.1** The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.
- 8.2** The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or the equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract.
- 8.3** The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.
- 8.4** Except for the workmen's compensation insurance, the insurance policies under this Article shall:
  - 8.4.1** Name UNDP as additional insured;
  - 8.4.2** Include a waiver of subrogation of the Contractor's rights to the insurance carrier against the UNDP;
  - 8.4.3** Provide that the UNDP shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.
- 8.5** The Contractor shall, upon request, provide the UNDP with satisfactory evidence of the insurance required under this Article.

## **9.0 ENCUMBRANCES/LIENS:**

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

## **10.0 TITLE TO EQUIPMENT:**

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

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

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

the Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for the UNDP.

- 11.2** To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, the UNDP does not and shall not claim any ownership interest thereto, and the Contractor grants to the UNDP a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.
- 11.3** At the request of the UNDP; the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to the UNDP in compliance with the requirements of the applicable law and of the Contract.
- 11.4** Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract shall be the property of the UNDP, shall be made available for use or inspection by the UNDP at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNDP authorized officials on completion of work under the Contract.

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

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

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

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

- 13.1** The recipient ("Recipient") of such information shall:
  - 13.1.1** use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate; and,
  - 13.1.2** use the Discloser's Information solely for the purpose for which it was disclosed.
- 13.2** Provided that the Recipient has a written agreement with the following persons or entities requiring them to treat the Information confidential in accordance with the Contract and this Article 13, the Recipient may disclose Information to:
  - 13.2.1** any other party with the Discloser's prior written consent; and,
  - 13.2.2** the Recipient's employees, officials, representatives and agents who have a need to know such Information for purposes of performing obligations under the Contract, and employees officials, representatives and agents of any legal entity that it controls controls it, or with which it is under common control, who have a need to

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

- 13.2.2.1** a corporate entity in which the Party owns or otherwise controls, whether directly or indirectly, over fifty percent (50%) of voting shares thereof; or,
- 13.2.2.2** any entity over which the Party exercises effective managerial control; or,
- 13.2.2.3** for the UNDP, an affiliated Fund such as UNCDF, UNIFEM and UNV.

- 13.3** The Contractor may disclose Information to the extent required by law, provided that, subject to and without any waiver of the privileges and immunities of the United Nations, the Contractor will give the UNDP sufficient prior notice of a request for the disclosure of Information in order to allow the UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.
- 13.4** The UNDP may disclose Information to the extent as required pursuant to the Charter of the UN, resolutions or regulations of the General Assembly, or rules promulgated by the Secretary-General.
- 13.5** The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder.
- 13.6** These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.

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

- 14.1** In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to the UNDP, of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify the UNDP of any other changes in conditions or the occurrence of any event that interferes or threatens to interfere with its performance of this Contract. On receipt of the notice required under this Article, the UNDP shall take such action as, in its sole discretion; it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract.
- 14.2** If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, the UNDP shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 15, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.
- 14.3** Force majeure as used in this Article means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force.
- 14.4** The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in or for any areas in which the UNDP is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas or to any incidents of civil unrest occurring in such areas shall not, in and of itself, constitute force majeure under the Contract..

## 15.0 TERMINATION

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

## 16.0 SETTLEMENT OF DISPUTES

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

## **17.0 PRIVILEGES AND IMMUNITIES:**

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

## **18.0 TAX EXEMPTION**

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

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

## **19.0 CHILD LABOUR**

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

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

## **20.0 MINES:**

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

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

## **21.0 OBSERVANCE OF THE LAW:**

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

## **22.0 SEXUAL EXPLOITATION:**

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

## **23.0 AUTHORITY TO MODIFY:**

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

## ***Terms of Reference (ToR)***

### **Development of the Georgian Rural Development Network Website**

#### **1. Background**

The Article 333 of the Association Agreement between Georgia and the EU (Cooperation between the Parties in the field of agriculture and rural development) provides with the clauses on 'facilitating the mutual understanding of agricultural and rural development policies'. This is the basis for the formulation of a Rural Development Strategy for Georgia which will in turn yield specification of measures which will benefit from funding under the European Neighborhood Programme for Agriculture and Rural Development (ENPARD).

A National Rural Development Strategy elaboration process has been supported by FAO and UNDP under ENPARD programme and with UNDP's support to Ajara Government within the framework of EU supported ENPARD Programme. The Ajara Rural Development Strategy approved by Government of Ajara Autonomous Republic (March 2016) was followed by the establishment of the Rural Development Council of Ajara (hereinafter referred to as RDC). Government of Georgia approved the first ever National Strategy and Action Plan for 2017 (30 December 2016, Government Decree N631), which provided the country's vision in the coming four years (2017-2020) related to the key areas of rural development – growth and diversification of local economies, improvement of social and public services, increase of employment and sustainable use of national resources. The strategy represents a new approach to rural development in Georgia grounded on the best EU practices in this field. The adoption of the national strategy was also followed by the establishment of an Inter-Agency Coordination Council (hereinafter referred to as IACC) for Rural Development led by the Ministry of Agriculture of Georgia with technical assistance from the European Union (EU) and UNDP.

The goal of the Rural Development Strategy for Georgia 2017-2020 is to support Georgia's sustainable economic development through enhanced social-economic activities in rural areas and improved living condition of rural population. It provides the country's vision for 2017-2020 in key areas of rural development – growth and diversification of local economies, improvement of social and public services, sustainable use of national resources and local engagement in the development process. Local community involvement will be supported and widespread participation from many groups in the rural development will be pursued and facilitated.

Both Councils - the Inter-Agency Coordination Council for Rural Development (hereinafter referred to as IACC) and the Rural Development Council of Ajara AR (hereinafter referred to as RDC) will coordinate the implementation of rural development policies and promote cooperation and coordination between and among its members. The membership of IACC and RDC involves representatives from various state agencies, grouped under the 3 Axis of the Rural Development Strategy: economic, environment and social. Thematic Working Groups will contribute to advances in knowledge about rural development in Georgia and enable the Strategy and its Action Plan to become more effective in terms of delivering sustainable rural development outcomes.

However, currently there is a weak capacity to manage change to foster rural development and to lead domestic and external stakeholders through the process of establishing community-based rural development policies; Ability of the managing authority to independently influence rural development policy dialogue needs substantial improvement. Moreover, there is lack of awareness and capacity of the stakeholders about rural development issues in general, as the rural development is somewhat a new notion in fact. Rural Development Strategy of Georgia, Rural Development Strategy of Ajara A.R., respective Actions Plans, priorities, activities and implementation mechanisms should be communicated to public for supporting and ensuring stakeholder engagement in the process of rural development policy delivery.

The Rural Development Strategies of Georgia and its Ajara region, make provisions to develop mechanisms for stakeholder engagement for effective implementation of the RDSs and achieving sustainable outcomes.

With the aim to further support multi-stakeholder dialogue, engagement and cooperation among government and non-government actors, UNDP "Support to Rural Development in Georgia" project, under EU-funded ENPARD is working on establishing Georgian Rural Development Network (GRDN).

The GRDN will be a "Platform" for information provision and sharing on RDSs, Action Plans, programmes, projects and other initiatives, raising efficiency of stakeholder engagement, improve the quality of the rural development programs, advocacy for mainstreaming priorities and solving local problems, promoting cooperation and coordination among its members and beyond, identification sources of funding, sharing local learning and practices, receiving advices, supporting innovations and etc.

Special emphasis will be given to awareness raising and the inclusion of the local population, as well as the private sector and civil society to allow them to express their interest and raise important for them topics. The above-mentioned process provides the possibility of utilizing a 'bottom up' approach, and ensures the deepening of social education, trust and mutual understanding.

Furthermore, the GRDN will be one of the important mechanisms to access a broader public opinion for elaboration of the new Rural Development Strategy of Georgia 2021-2024 and support to inclusive implementation processes.

In the EU, in each Member State, the Rural Development Network is the most effective and efficient mechanism for the implementation of Rural Development Policy / Program based on LEADER principles. The European Union has a great experience in this regard and therefore, sharing of European experiences will give a significant impetus for effective and successful Implementation of the Rural Development Strategies of Georgia and Ajara A.R., Action Plans and drawing up the future Rural Development Strategy of Georgia 2021-2024.

Based on discussions and consultations, it is acknowledged, that a website is the one of the main and important tools for launching of the Georgian Rural Development Network and realization of its goals. With it help all stakeholders involved in the process of the rural development should be consolidated in one "common space" to ensure the effective cooperation between the governmental, non-governmental, private sector and in general wider stakeholders, informing the Government about priorities and specific issues.

Specifically, through the web site it is possible to inform the society about the rural development strategies and action plans, increase the participation of the stakeholders in the implementation process of rural development strategy, improve the quality of the rural development programs, inform public / stakeholders about availability of finances, give advice and various kinds of information, share the experience, cooperate with other "networks" and etc.

The website should perform a "backbone" function for "Georgian Rural Development Network", which will at the same time be the most informative and user-friendly for all stakeholders. It is necessary to include "communication elements" among many different functions to be able to search for information and communicate between interested parties in a complex and interactive w. The latter will significantly increase the importance of web page access and the quality of stakeholders' engagement.

Moreover, it will demonstrate a holistic and organized approach in mobilizing all stakeholders to participate in rural policy at local, regional and national level in Georgia and become stronger agents of rural development.

The website will develop clear and effective communication channels to ensure appropriate exchange of information, to avoid duplication of efforts between the project and others, notably the EU pilot rural development projects, and to enable best practice and opportunities to be shared with LAGs from activities funded through other initiatives.



The website will provide with opportunities for cooperation with other similar "networks" locally and internationally, more likely, with the EU Member State National Rural Networks (NRN) and European Network for Rural Development (ENRD).

Creation of the website will be the first step forward to establish the Georgian Rural Development Network and eventually, be a complementary tool and added-value for GRDN operation as well.

The UNDP Project 'Support to Rural Development in Georgia', under its component - Stakeholder Engagement has the capacity to carry on activities related to GRDN establishment and creation of its website. Therefore, the Project developed the number of documents related to establishment of the GRDN and development of its website.

With the aim to develop a content and structure of the GRDN website, the Project studied similar EU rural development networks (NRNs), ENRD websites and developed the informational material - dashboard on making conceptual analysis and comparisons between various websites. The documents related to the website are: GRDN concept, structure and infographics. The consolidated document about the GRDN website was also put in place.

The GRDN will reach the whole country, all stakeholders through its website. It will be an added-value tool as well for line ministries, public authority at national, regional and local levels in Georgia, IACC, RDC of Ajara A.R. The recent changes in the structure of the Government of Georgia, which includes merging two of the ministries (the Ministry of Agriculture and the Ministry of Environment and Natural Resources Protection – hereinafter referred to as the Lead Ministry/Implementing Partner) is all the more reason for capacity of the Lead Ministry to strengthen and to have a GRDN website as a tool for aggregate and empower stakeholder engagement and communication, since the successful implementation of the rural development policy will require their enhanced capacities for critical success factors, policy dialogue, wider stakeholder involvement and communication.

## **2. Scope of work**

The overall objective of the technical assistance is to develop the website for the Georgian Rural Development Network (GRDN) for enhancing the effectiveness of stakeholder engagement in rural development in Georgia. In close collaboration with UNDP, the Contractor shall become familiar with the overall concept of the GRDN, study all relevant documents related to the GRDN and its website.

The Contractor shall develop a "draft version/testing regime" of the website and consult with the UNDP, Lead Ministry, EU Delegation to Georgia and other respective parties (only if proposed by the UNDP) deemed for getting their feedback.

The Contractor shall prepare in a written form the document describing the feedbacks from the parties, including comments, ideas and/or suggestions. In consultations with and after approval of the UNDP, the Contractor shall incorporate feedbacks for development of the "final version" of the GRDN website. The Contractor shall upload relevant information and/or documentation after approval by the UNDP.

In close collaboration with UNDP, the Contractor shall be in charge for updating, maintenance and other relevant activities/tasks necessary for effective and uninterrupted functioning of the GRDN website. The contractor shall also develop guidelines and deliver a training for UNDP in Content Management System (CMS). Specifically, the contractor will be expected to provide services based on the following phases:

### **1. Phase 1: Pre-development**

- 1.1. Develop a brand platform for GRDN on the basis of information and guidance provided by UNDP prior to product launch. This should include a logo, brand guidelines, where deemed appropriate fundamental corporate style elements;

- 1.2. Develop a web design concept (subject to UNDP's approval) in-line with the guidelines and functional/technical brief provided by UNDP beforehand and finalize the draft accordingly. Requirements to take into consideration, include:
  - User-friendly design;
  - Reflect corporate style and brand guidelines;
  - Bilingual (content translation will be provided by UNDP);
  - Interactive and social media integrated.
- 1.3. Allow sufficient time for stakeholder feedback, including comments, ideas and suggestions.

## **2. Phase 2: Development**

- 2.1. Contractor should use latest front-end technologies (HTML5, JavaScript, jQuery, Ajax, etc.) and latest back-end technologies (PHP, MySQL, MongoDB, etc.) Other requirements to take into consideration, include:
  - Intuitive navigation system;
  - Mobile-friendly and adapted to all major (up-to-date versions) browsers (Chrome, Firefox, Safari, Opera, IE);
  - No standard content management system (Wordpress, Joomla, Drupal, etc.) is allowed. CMS and Control Panel must be fully and specifically designed for the platform;
  - Member's area (registration, database, intranet functionality).

## **3. Phase 3: Post-development and maintenance**

- 3.1. Deliver content management training and present detailed CMS (Content Management System) user's guide with appropriate screenshots;
- 3.2. In close cooperation with UNDP, upload the first-hand information on the GRDN web-site;
- 3.3. Provide **free** support services for the web-page as to ensure no critical errors/bugs are detected for at least 9 months.

Note: The contractor shall recommend provider and ensure web site setup/hosting in consultation with UNDP, as appropriate.

The website shall be developed in Georgian and English languages. For more information about the web site please refer to annex 5.

### **Duration of work**

The work related to phase 1, 2, 3.1 and 3.2. should be finalized within 105 calendar days after signing the contract. The implementation period of the activities is 14 March 2018 – 26 June 2018.

During the above-mentioned period, the contractor should complete the following deliverables:

### **Deliverables**

The Contractor shall produce the following deliverables:

	Deliverable	Timing
1	Upon submission of a detailed work plan. The work plan should also be approved by UNDP during this period.	28.03.2018
2	Upon completion of the 1 <sup>st</sup> stage, a pre-development phase.	27.04.2018

3	Upon completion of the 2 <sup>nd</sup> phase, development of the GRDN web-site. The launch of the web-site should also be approved by UNDP during this period.	08.06.2018
4	Upon completion of the 3 <sup>rd</sup> phase, post-development, including training for UNDP in Content Management System (CMS) and guidelines.	26.07.2018

All deliverables shall be submitted in Georgian. Monthly reports shall be submitted in English. Before launching, the contractor will be expected to upload/populate the GRDN web-site with the content provided by UNDP.

### **3. Eligibility Criteria**

**Please kindly refer to Instruction to Proposers Data Sheet's relevant clauses and Technical Proposal Evaluation Forms**

#### **Evaluation and selection of the most responsive proposals**

Evaluation and selection of the most responsive proposals will be conducted through applying the Combined Scoring Method, using the 70% - 30% distribution for technical and financial proposals, respectively.

If the offeror does not meet any of the minimum technical qualification criteria/requirements defined in the forms 1, 2, and 3 of the Technical Proposal Evaluation (presented below), it will be given score (0) zero and will be automatically disqualified and there is no more need for further evaluation of disqualified offeror.

## Georgian Rural Development Network Website Tree (prior/exploratory version)

The website is the one of the main and important mechanisms for establishment of the Rural Development Network. With it help all stakeholders involved in the process of the rural development should be consolidated in one "common space" to ensure the effective cooperation between civil society and the government, informing the Government about priorities and specific issues. The website should perform somewhat a "backbone" function for "Rural Development Network", which will at the same time be the most informative and user-friendly for all stakeholders. It is necessary to include "communication elements" among many different functions **in order to be able to search for information and communicate between interested parties in a complex way**. The latter will significantly increase the importance of web page access and the quality of stakeholders' engagement.

Based on the analysis of the websites of various similar entities, this mainly concerns the European Union member countries National Rural Networks (NRNs) and European Rural Development Network (ENRD) and by taking into consideration their experiences, the draft document on the Georgian Rural Development Network (GNRD) website was developed, which may include the following types of information, options, links and services and is presented below:

On the main page, will be placed below listed topics, then from each topic we can move to the following steps, where also will be a relevant information.

### Main Page



### About Georgia

Short historical-geographical, socio-economic, cultural excursion;  
Territorial / administrative units, governing system, etc.

### Rural Development Network

Description, mission, goals, governance, members, contact and so on.  
ENPARD Steering Committee, Interagency Coordinating Council (IACC), TWG, ENPARD  
Stakeholder Committee, GNRD Steering Committee,  
"Membership" option: A special field to make a statement for membership of the Network (where a special template and / or online placement of the application is available) (the same option can be appeared/ displayed on the home page).

### News

Any new information, activities, etc.

### Legal Framework

The relevant policy documents;  
Rural Development Strategy 2017-2020, Action Plans;  
Other legislative documents of Georgia, other relevant strategies and / or programs;  
Relevant EU documents.

### Rural Development Strategy 2017- 2020

Action Plans, including any information related to the implementation of the Strategy, including financial or statistical information (might be according to projects and field / sectors);  
Evaluation system: relevant information, documentation, reports.

### Thematic Groups

List of "Thematic Groups" created by the Network and information about their activities; Information for: e.g. farmers, mechanics, environmental protection, forestry, entrepreneurship, climate change, etc. Other topics that are not directly covered by thematic groups.

### **LEADER /LAGs / AMAGs**

Information about LEADER principles, resources, events and etc.

The database of LAGs and "AMAGs", information about them (regions, strategies, projects, etc.), NGOs working with LAGs and "AMAGs", Information about "LAGs Networks";

The best practices of EU countries.

### **Projects**

Information on all relevant planned and implemented projects / programs in Georgia with its research system; Project calls (such as calls for proposals).

### **International Cooperation**

Information about funding / funding sources;

Information on international and donor organizations.

### **Events**

Trainings and other capacity development studies;

Past and planned events (with calendar).

### **Publications and Studies**

"Network" Newsletters;

Any publication / material related to rural development, both local and foreign (visibility and promotional materials);

Video / photo gallery.

### **European Networks**

Information on EU Member State National Rural Networks (NRNs) and European Rural Development Network (ENRD);

Other "Networks".

### **Network Administrator/ Network Support Unit (NSU)**

Contact (UNDP Project (the Network Support Unit (NSU)), as well as a "Network" administrator.

UPLOAD: Standard "Format" / Template, Fonts to display information and logos and other visual images on the web site.

### **Become a Member! Join Us!**

Special field to apply for the membership and joining the network (where will be a special template and/or the opportunity to upload it online);

### **Interface**

The field of communication between the entities (may be separately) for the ENPARD Steering Committee, Inter-Agency Coordinating Council (IACC), GRDN Steering Committee.

### **Place a Statement, Call, etc.**

e.g. for job seekers and employers;

Express common positions and etc.

### **Frequently Asked Questions (FAQ)**

Questions and Answers.

**JOIN US!**



**Counting visitors:**

*The members of the Network will be able to upload relevant information on the website themselves. It is advisable to identify the **logo** and **slogan** for Georgian Rural Development Network (GRDN).*

*UNPD project “Rural development Support in Georgia”, the same as (Network Support Unit (NSU)) will conduct the Network administration (technical and financial support for the website, its management and maintenance, exchange of information, dissemination, if necessary, to facilitate communication between the different stakeholders, consultation for uploading the information by the stakeholders, coordination for the effective functioning of the web site, upload information about European networks on the website, including the information/documentation about cooperation aspects and so on.*

**Technical Proposal Evaluation Form**

<b>Summary of Technical Proposal Evaluation Forms</b>		<b>Score Weight</b>	<b>Points Obtainable</b>
1.	Qualifications of the Service Provider	30%	300
2.	Methodology and Process, its Appropriateness to the Condition and Timeliness of the Implementation Schedule	40%	400
3.	Management Structure and Key Personnel	30%	300
<b>Total</b>			<b>1000</b>

**If the offeror does not meet any of the minimum technical qualification criteria/requirements defined in the forms 1, 2, and 3 of the Technical Proposal Evaluation (presented below), it will be given score (0) zero and will be automatically disqualified and there is no more need for further evaluation of disqualified offeror.**

<b>Technical Proposal Evaluation Form 1</b>		<b>Sub-score</b>	<b>Points obtainable</b>
<b>Qualifications of the Service Provide Firm/Organization and Solid Financial Capacity</b>			
1.1	<b>Financial stability</b>		<b>40</b>
	Certificate of No Debts towards Budget ( <b>minimum requirement</b> )	5 points	
	Bank letter evidencing the annual turnover of the organization for last three years is no less than USD 150,000.00 ( <b>USD 150,000.00 per year is a minimum requirement</b> )	25 points	
	Bank letter evidencing the annual turnover of the organization for last three years more than USD 150,000.00 (5 points for every additional \$25,000.00, but no more than 10 points)	35 points	
1.2	<b>Reputation of the Organization</b>		<b>60</b>
	At least 2 letters of recommendations from previous contract providers for similar services as those required by UNDP ( <b>minimum requirement</b> )	30 points	
	International award in web-development is an asset	30 points	
1.3	<b>Quality assurance procedures, warranty</b>		<b>30</b>
	Quality assurance procedures, (ensuring chain of the management structure and reporting tools ( <b>minimum requirement</b> ))	30 Points	
1.4	<b>Relevance of Specialized Knowledge</b>		<b>80</b>
	At least 5 years' experience of working in web development sphere at national and/or international level ( <b>minimum requirement</b> )	60 points	
	More than 5 years' experience of working in web development sphere at national and/or international level (4 points for every additional 1 year/12 months, but no more than 20 points)	80 points	
1.5	Experience in implementing at least 5 projects of web development and providing related services		<b>80</b>
	Experience in implementing at least 5 projects of web development and providing related services ( <b>minimum requirement</b> )	50 points	
	Experience in implementing more than 5 projects of web development and providing related services (6 points for every additional project, but no more than 30 points)	80 points	
1.6	No past and/ or current litigation History ( <b>minimum requirement</b> )	10 points	<b>10</b>
	<b>Total for the Expertise of Firm / Organization</b>		<b>300</b>



Technical Proposal Evaluation Form 2		Sub-score	Points Obtainable
Proposed Methodology, Implementation Schedule and Training Module			
2.1	To what degree does the Proposer understand the task?		<b>35</b>
	Fair understanding of the task ( <b>minimum requirement</b> )	30 points	
	Full understanding of the task	35 points	
2.2	Have the important aspects of the task been addressed in sufficient detail?		<b>45</b>
	Addressed in fairly sufficient details ( <b>minimum requirement</b> )	30 points	
	Addressed in sufficient details	45 points	
2.3	Is the methodological framework proposed appropriate for the task?		<b>80</b>
	Fairly adopted ( <b>minimum requirement</b> )	60 points	
	Completely adopted	80 points	
2.4	Is the scope of task well defined and does it correspond to the TOR?		<b>120</b>
	Fairly corresponds ( <b>minimum requirement</b> )	80 points	
	Completely corresponds	120 points	
2.5	Is the proposal clear and is the sequence of activities and the planning logical, realistic and promise efficient implementation to the project?		<b>120</b>
	Fairly clear proposal with some element of logical and realistic planning, including Training Module and Implementation Schedule ( <b>minimum requirement</b> )	80 points	
	Clear proposal with sound, logical and realistic planning, including Training Module and Implementation Schedule	120 points	
<b>Total of Methodology, Implementation Schedule and Training Module</b>			<b>400</b>

Technical Proposal Evaluation Form 3		Sub-Score	Points Obtainable
<b>Key Personnel</b>			
3.1	<b>Project Manager</b>		<b>60</b>
	General Qualification / Suitability for the Project		
	- At least 3 years' managerial experience ( <b>minimum requirement</b> )	40	
	- More than 3 years' managerial experience (10 points for every additional 1 year/12 months, but no more than 20 points)	60	
3.2	<b>Graphic Designer</b>		<b>60</b>
	General Qualification / Suitability for the Project		
	- At least 5 years of proven brand building experience ( <b>minimum requirement</b> )	40	
	- More than 5 years of proven brand building experience (10 points for every additional 1 year/12 months, but no more than 20 points)	60	
3.3	<b>Web Designer</b>		<b>50</b>
	General Qualification / Suitability for the Project		
	- At least 5 years of proven web design experience ( <b>minimum requirement</b> )	40	
	- More than 5 years of proven web design experience (5 points for every additional 1 year/12 months, but no more than 10 points)	50	
3.4	<b>Front-end Developer</b>		<b>40</b>
	General Qualification / Suitability for the Project		
	- At least 5 years of proven web development experience ( <b>minimum requirement</b> )	30	
	- More than 5 years of proven web development experience (5 points for every additional 1 year/12 months, but no more than 10 points)	40	
3.5	<b>Back-end Developer</b>		<b>40</b>
	General Qualification / Suitability for the Project		
	- At least 5 years of proven web development experience ( <b>minimum requirement</b> )	30	
	- More than 5 years of proven web development experience (5 points for every additional 1 year/12 months, but no more than 10 points)	40	
3.6	<b>Technical Manager</b>		<b>50</b>
	General Qualification / Suitability for the Project		
	- At least 3 years of proven IT support experience ( <b>minimum requirement</b> )	30	
	- More than 3 years of proven IT support experience (10 points for every additional 1 year/12 months, but no more than 20 points)	50	
	<b>Total for the Key Personnel</b>		<b>300</b>

### **Financial Proposal Form**

The Proposer is required to prepare the Financial Proposal in a password protected PDF file separate from the rest of the RFP as indicated in the Instruction to Proposers.

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

Any estimates for cost-reimbursable items, such as travel and out-of-pocket expenses, should be listed separately.

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

The format shown on the following pages is suggested for use as a guide in preparing the Financial Proposal. The format includes specific expenditures, which may or may not be required or applicable but are indicated to serve as examples.

#### **D. Cost Breakdown per Deliverables\***

UNDP shall effect payments to the Contractor after acceptance by UNDP of the invoices submitted by the Contractor, upon achievement of the corresponding deliverables as referred to in the ToR.

SN	Deliverables [as referred to in the TOR]	Percentage of Total Price (weight for payment)	Price (lump sum, all inclusive)
1	Upon submission of a detailed work plan. The work plan should also be approved by UNDP during this period.	20%	
2	Upon completion of the 1 <sup>st</sup> stage, a pre-development phase.	30%	
3	Upon completion of the 2 <sup>nd</sup> phase, development of the GRDN web-site. The launch of the web-site should also be approved by UNDP during this period.	30%	
4	Upon completion of the 3 <sup>rd</sup> phase, post-development, including training for UNDP in Content Management System (CMS) and guidelines.	20%	
	<b>Total</b>	<b>100%</b>	

*\*Basis for payment tranches*

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

The Proposers are requested to provide the cost breakdown for the above given prices for each deliverable based on the following format. UNDP shall use the cost breakdown for the price reasonability assessment purposes as well as the calculation of price in the event that both parties have agreed to add new deliverables to the scope of Services.

Description of Activity	Remuneration per unit of time – <b>days*</b>	Total Period of Engagement – <b>days*</b>	No. of Personnel	Total Rate for the Period
<b>I. Personnel Services</b>				
1. Project Manager				

2. Graphic Designer				
3. Web Designer				
4. Front-end Developer				
5. Back-end Developer				
6. Technical Manager				
<b>7. Additional technical and administrative staff**</b>				
<b>II. Other Related Costs***</b>				
1. Meeting Facilities and Stationaries/Handouts (if any)				
2. Other please specify				
Total				

Note:

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

\*\*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.

\*\*\*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 can be subject to UNDP review and if applicable consideration for exclusion similar to the existing note about technical staff.