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REQUEST FOR PROPOSAL (RFP)

NAME & ADDRESS OF FIRM	DATE: June 20, 2018
	REFERENCE: UNDP Project - Human Rights for All – Support to the Implementation and Monitoring of the National Human Rights Strategy and Action Plan (Project 000995571)

Dear Sir / Madam:

We kindly request you to submit your Proposal for **developing and implementing a comprehensive Risk based Information Security Management System based on the ISO/IEC 27001:2013 standard for IT Services and IT Infrastructure for the Office of The Personal Data Protection Inspector (OPDPI)**

Please be guided by the form attached hereto as **Annex 2**, in preparing your Proposal. All interested bidders are requested to submit an acknowledgement letter no later than 25th of June 2018 to Ms. Gvantsa Kereselidze at the following e-mail address gvantsa.kereselidze@undp.org.

Proposals may be submitted on or before at **4:00 PM Friday, July 06, 2018** by courier mail to the address below:

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

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

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

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

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

The Proposal that complies with all of the requirements, meets all the evaluation criteria and offers the best value for money shall be selected and awarded the contract. Any offer that does not meet the requirements shall be rejected.

Any discrepancy between the unit price and the total price shall be re-computed by UNDP, and the unit price shall prevail and the total price shall be corrected. If the Service Provider does not accept the final price based on UNDP's re-computation and correction of errors, its Proposal will be rejected.

No price variation due to escalation, inflation, fluctuation in exchange rates, or any other market factors shall be accepted by UNDP after it has received the Proposal. At the time of Award of Contract or Purchase Order, UNDP reserves the right to vary (increase or decrease) the quantity of services and/or goods, by up to a maximum twenty five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.

Any Contract or Purchase Order that will be issued as a result of this RFP shall be subject to the General Terms and Conditions attached hereto. The mere act of submission of a Proposal implies that the Service Provider accepts without question the General Terms and Conditions of UNDP, herein attached as Annex 3.

Please be advised that UNDP is not bound to accept any Proposal, nor award a contract or Purchase Order, nor be responsible for any costs associated with a Service Providers preparation and submission of a Proposal, regardless of the outcome or the manner of conducting the selection process.



UNDP's vendor protest procedure is intended to afford an opportunity to appeal for persons or firms not awarded a Purchase Order or Contract in a competitive procurement process. **In the event that** you believe you have not been fairly treated, you can find detailed information about vendor protest procedures in the following link: <http://www.undp.org/procurement/protest.shtml>.

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

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

Thank you and we look forward to receiving your Proposal.

Sincerely yours,

 **Rusudan Tushuri** 
Programme Coordinator
UN JP on Human Rights for All and Access to Justice
20 June 2018

Description of Requirements

Context of the Requirement	The UN JP Human Rights for All – Support to the Implementation and Monitoring of the National Human Rights Strategy and Action Plan is a joint initiative of four UN agencies – United Nations Development Programme (UNDP), United Nations Children Fund (UNICEF), Office of High Commissioner on Human Rights (OHCHR) and International Labour Organization (ILO) with UNDP. This project responds to the objectives agreed with the beneficiaries, namely seeks to strengthen human-rights protection in areas prioritized by EU-Georgia agreements, including the rights of minorities and vulnerable groups, internal and external oversight of law enforcement, labour rights, protection of privacy, freedom of expression and information.
Implementing Partner of UNDP	Office of the Personal Data Protection Inspector (OPDPI)
Brief Description of the Required Services	The EU-UN Joint Project “Human Rights for All” wishes to support Office of the Personal Data Protection Inspector (OPDPI) in development and implementation of a comprehensive Risk based Information Security Management System based on the ISO/IEC 27001:2013 standard for IT Services and IT Infrastructure. Refer to Annex 4 for Detailed Description of Services and Terms of Reference.
List and Description of Expected Outputs to be Delivered	Deliverable 1 Current State Assessment & Vulnerability Assessment Reports Deliverable 2 Risk Assessment Report and Risk Migration Plan Deliverable 3 Design of control framework
Person to Supervise the Work/Performance of the Service Provider	Human Rights and Access to Justice Programme Coordinator and official representative from Personal Data Protection Inspector Office
Frequency of Reporting	<i>Progress reports upon submission of each deliverable – 3 (three) times and the final activity report</i>
Progress Reporting Requirements	<i>Upon completion of each deliverable</i>
Location of work	<input checked="" type="checkbox"/> At Contractor’s Location Contractor will be required to depute their representative at work place/site during the project duration. (Tbilisi, Vachnadze Street #7)
Expected duration of work	20 weeks after signing of the Contract
Target start date	End of July 2018
Latest completion date	No later than December 2018
Travels Expected	N/A
Special Security Requirements	N/A

Facilities to be Provided by UNDP (i.e., must be excluded from Price Proposal)	N/A			
Implementation Schedule indicating breakdown and timing of activities/sub-activities	<input checked="" type="checkbox"/> Required			
Names and curriculum vitae of individuals who will be involved in completing the services	<input checked="" type="checkbox"/> Required			
Currency of Proposal	<input checked="" type="checkbox"/> United States Dollars <i>Note: For proposals submitted 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.</i> Payment to local companies will be done in Georgian Lari according to UN official exchange rate at the date of payment.			
Value Added Tax on Price Proposal	<input checked="" type="checkbox"/> must be exclusive of VAT and other applicable indirect taxes			
Validity Period of Proposals (<i>Counting for the last day of submission of quotes</i>)	<input checked="" type="checkbox"/> 90 days In exceptional circumstances, UNDP may request the Proposer to extend the validity of the Proposal beyond what has been initially indicated in this RFP. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Proposal.			
Partial Quotes	<input checked="" type="checkbox"/> Not permitted			
Payment Terms	Outputs	Percentage	Timing	Condition for Payment Release
	Deliverable 1: Current State Assessment and Vulnerability Assessment Reports	25%	5 weeks	Within thirty (30) days from the date of meeting the following conditions: a) UNDP's written acceptance (i.e., not mere receipt) of the quality of the outputs and upon approval and acceptance of deliverables by the Office of Inspector of Personal Data Protection b) Receipt of invoice from the Service Provider. All contractual payments for the
	Deliverable 2: Risk Assessment Report and Risk Migration Plan	40%	8 weeks	
	Deliverable 3 Design of Control Framework	35%	7 weeks	

				companies registered in Georgia will be made in GEL according to UN Official Rate of Exchange at the date of payment.
Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment	Project "Human Rights for All" - Programme Coordinator, Official Representative of the Office of Personal Data Protection Inspector			
Type of Contract to be Signed	<input checked="" type="checkbox"/> Contract for Professional Services			
Criteria for Contract Award	<input checked="" type="checkbox"/> Highest Combined Score (based on the 70% technical offer and 30% price weight distribution) <input checked="" type="checkbox"/> Full acceptance of the UNDP Contract General Terms and Conditions (GTC). This is a mandatory criterion and cannot be deleted regardless of the nature of services required. Non-acceptance of the GTC may be grounds for the rejection of the Proposal.			
Criteria for the Assessment of Proposal	<p><u>Technical Proposal (70%) – Maximum Obtainable Score 70</u></p> <input checked="" type="checkbox"/> Expertise of the Firm 25% <input checked="" type="checkbox"/> Methodology, Its Appropriateness to the Condition and Timeliness of the Implementation Plan 20% <input checked="" type="checkbox"/> Management Structure and Qualification of Key Personnel 25% <p><u>Financial Proposal (30%)- Maximum Obtainable Score 30</u></p> <p>To be computed as a ratio of the Proposal's offer to the lowest price among the proposals received by UNDP.</p> <p><i>For further details, please refer to Technical Proposal Evaluation Form (Annex 5).</i></p> <p>The Technical Proposal is evaluated on the basis of its responsiveness to the Term of Reference (ToR) and scoring is allocated in accordance with the Annex V. If the offeror does not meet any of the minimum technical qualification criteria/requirements given in Annex V, it will be given score zero and will be automatically disqualified and there is no more need for further evaluation of the disqualifying offeror.</p>			
UNDP will award the contract to:	<input checked="" type="checkbox"/> One and only one Service Provider			

Annexes to this RFP	<input checked="" type="checkbox"/> Description of Requirements (Annex 1) <input checked="" type="checkbox"/> Form for Submission of Proposal (Annex 2) <input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 3) <input checked="" type="checkbox"/> Detailed ToR (Annex 4) <input checked="" type="checkbox"/> Technical Proposal Evaluation Form (Annex 5) <input checked="" type="checkbox"/> Implementation Schedule (Annex 6)
Contact Person for Inquiries (Written inquiries only)	<i>Gvantsa Kereselidze</i> <i>Admin/Finance Assistant</i> <i>Gvantsa.kereselidze@undp.org Cc: procurement.geo@undp.org</i> 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.

FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL¹

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

[insert: Location]

[insert: Date]

To: Rusudan Tushuri, Coordinator of Human Rights for All and Access to Justice Programme
9 Eristavi Street (UN House)
Tbilisi 0179

Dear Sir/Madam:

We, the undersigned, hereby offer to render the following services to UNDP in conformity with the requirements defined in the RFP dated 19 June 2018, and all of its attachments, as well as the provisions of the UNDP General Contract Terms and Conditions:

A. Qualifications of the Service Provider

The Service Provider must have:

1. At least 3-year experience in implementing or auditing Information Security Management Systems ***(minimum requirement);***
2. Minimum one project in implementing ISMS with an organization in Georgia ***(minimum requirement);***
3. Minimum one project where supplier assisted customer to achieve ISO27001 certification ***(minimum requirement);***
4. Letter from the bank certifying the annual turnover with no less than 200,000 GEL per year for the last two years ***(minimum requirement);***
5. At least 2 letters of recommendation from previous contract providers ***(minimum requirement).***

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

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

B. Proposed Methodology for the Completion of Services

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

Technical approach, methodology and work plan are key components of the Technical Proposal. You are

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

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

suggested to present this section of the technical proposal based on the following:

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

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

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

C. **Qualifications of Key Personnel**

The Service Provider must provide:

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

- a) Names and qualifications of the key personnel that will perform the services indicating who is a Team Leader, who are supporting, etc.;
- b) CVs demonstrating qualifications must be submitted.

Company shall propose a team leader (project manager), at least one senior consultant, consultant(s), penetration tester and enterprise network architect/auditor.

Structure with clearly defined roles must be provided.

Project team shall consist of, but is not limited to:

Team Leader (project manager) shall have at least 5-year experience in managing similar projects (**minimum requirement**);

Lead auditor ISO27001 and/or lead implementer ISO27001 will be considered an asset;

Senior Consultant shall have at least 5-year experience in Information Security Management System Implementation/Audit, shall be the lead auditor ISO27001 and be CISSP certified (**minimum requirement**);

CISA and/or lead implementer ISO27001 will be considered an asset;

Consultant(s) shall have at least 3-year experience in Information Security Management System Implementation/Audit, lead implementer ISO27001 and CISA certified (**minimum requirement**);

Lead auditor ISO27001 will be considered an asset;

Penetration tester shall have at least 3-year experience in penetration testing and be Offensive Security Certified Professional (OSCP) (**minimum requirement**);

CCNP in Information Security and/or CCIE will be considered an asset;

Enterprise Network architect/auditor shall have at least 5-year experience in enterprise network design/audit and be CCIE certified (**minimum requirement**).

CCNP in Information Security will be considered an asset.

D. Cost Breakdown per Deliverable*

	Deliverables <i>[list them as referred to in the RFP]</i>	Percentage of Total Price <i>(Weight for payment)</i>	Price <i>(Lump Sum, All Inclusive)</i>
1	Deliverable 1: Current State Assessment & Vulnerability Assessment Reports		
2	Deliverable 2: Risk Assessment Report and Risk Migration Plan		
3	Deliverable 3: Design of control framework		
	Total		

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

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

Description of Activity	Remuneration in USD* per Working Day (A)	Total Period of Engagement (in Days) (B)	No. of Personnel (C)	Total Rate in USD* (D) = A x B x C
I. Personnel Services				
Team Leader (project manager)				
Senior Consultant				
Consultant(s)				
Penetration Tester				
Enterprise Network architect/auditor				
Sub-Total				
II. Other Related Costs (Please specify)				
Sub-Total				
TOTAL				

**For submissions in other currencies please indicate the currency as applicable*

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

Note: Cost for additional technical staff and other related costs can be subject to review and approval from UNDP side.

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

[Designation]

[Date]

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

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

2.0 SOURCE OF INSTRUCTIONS:

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

3.0 CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES:

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

4.0 ASSIGNMENT:

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

5.0 SUB-CONTRACTING:

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

6.0 OFFICIALS NOT TO BENEFIT:

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

7.0 INDEMNIFICATION:

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

8.0 INSURANCE AND LIABILITIES TO THIRD PARTIES:

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

8.4 Except for the workmen's compensation insurance, the insurance policies under this Article shall:

- 8.4.1** Name UNDP as additional insured;
- 8.4.2** Include a waiver of subrogation of the Contractor's rights to the insurance carrier against the UNDP;
- 8.4.3** Provide that the UNDP shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.
- 8.5** The Contractor shall, upon request, provide the UNDP with satisfactory evidence of the insurance required under this Article.

9.0 ENCUMBRANCES/LIENS:

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

10.0 TITLE TO EQUIPMENT:

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

11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

- 11.1** Except as is otherwise expressly provided in writing in the Contract, the UNDP shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the Contractor has developed for the UNDP under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract, and the Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for the UNDP.
- 11.2** To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor

may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, the UNDP does not and shall not claim any ownership interest thereto, and the Contractor grants to the UNDP a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.

- 11.3** At the request of the UNDP; the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to the UNDP in compliance with the requirements of the applicable law and of the Contract.
- 11.4** Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract shall be the property of the UNDP, shall be made available for use or inspection by the UNDP at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNDP authorized officials on completion of work under the Contract.

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

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

13.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:

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

- 13.1** The recipient ("Recipient") of such information shall:
 - 13.1.1** use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate; and,
 - 13.1.2** use the Discloser's Information solely for the purpose for which it was disclosed.
- 13.2** Provided that the Recipient has a written agreement with the following persons or entities requiring them to treat the Information confidential in accordance with the Contract and this Article 13, the Recipient may disclose Information to:
 - 13.2.1** any other party with the Discloser's prior written consent; and,
 - 13.2.2** the Recipient's employees, officials, representatives and agents who have a need to know such Information for purposes of performing obligations under the Contract, and employees officials, representatives and agents of any legal entity that it controls it, or with which it is under common control, who have a need to know such Information for purposes of performing obligations under the Contract, provided that, for these purposes a controlled legal entity means:
 - 13.2.2.1** a corporate entity in which the Party owns or otherwise controls, whether directly or indirectly, over fifty percent (50%) of voting shares thereof; or,
 - 13.2.2.2** any entity over which the Party exercises effective managerial control; or,
 - 13.2.2.3** for the UNDP, an affiliated Fund such as UNCDF, UNIFEM and UNV.
- 13.3** The Contractor may disclose Information to the extent required by law, provided that, subject to and without any waiver of the privileges and immunities of the United Nations, the Contractor will give the UNDP sufficient prior notice of a request for the disclosure of Information in order to

allow the UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.

- 13.4** The UNDP may disclose Information to the extent as required pursuant to the Charter of the UN, resolutions or regulations of the General Assembly, or rules promulgated by the Secretary-General.
- 13.5** The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder.
- 13.6** These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.

14.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

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

15.0 TERMINATION

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

Contract forthwith. The Contractor shall immediately inform the UNDP of the occurrence of any of the above events.

16.0 SETTLEMENT OF DISPUTES

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

17.0 PRIVILEGES AND IMMUNITIES:

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

18.0 TAX EXEMPTION

- 18.1** Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, inter-alia that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize the United Nations exemption from such taxes, duties or charges, the Contractor shall immediately consult with the UNDP to determine a mutually acceptable procedure.
- 18.2** Accordingly, the Contractor authorizes UNDP to deduct from the Contractor's invoice any amount representing such taxes, duties or charges, unless the Contractor has consulted with the UNDP before the payment thereof and the UNDP has, in each instance, specifically authorized the Contractor to pay such taxes, duties or charges under protest. In that event, the Contractor shall provide the UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

19.0 CHILD LABOUR

- 19.1** The Contractor represents and warrants that neither it, nor any of its suppliers is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical mental, spiritual, moral or social development.
- 19.2** Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, at no cost to UNDP.

20.0 MINES:

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

21.0 OBSERVANCE OF THE LAW:

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

22.0 SEXUAL EXPLOITATION:

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

23.0 AUTHORITY TO MODIFY:

Pursuant to the Financial Regulations and Rules of UNDP, only the UNDP Authorized Official possesses the authority to agree on behalf of UNDP to any modification of or change in this Contract, to a waiver of

any of its provisions or to any additional contractual relationship of any kind with the Contractor. Accordingly, no modification or change in this Contract shall be valid and enforceable against UNDP unless provided by an amendment to this Contract signed by the Contractor and jointly by the UNDP Authorized Official.

TERMS OF REFERENCE (TOR)

Position:	Development and Implementation of a comprehensive Risk based Information Security Management System based on the ISO/IEC 27001:2013 standard for IT Services and IT Infrastructure for the Office Personal Data Protection Inspector (OPDPI);
Project Title:	"Human Rights for All – Support to the Implementation and Monitoring of the National Human Rights Strategy and Action Plan"
Contract Duration:	July – December 2018
Location/ Duty Station:	Tbilisi, Georgia
Type of Contract:	Contract for professional services

1. Background

The project "EU/UN Human Rights for All" is a joint initiative of four UN agencies – United Nations Development Programme (UNDP), United Nations Children Fund (UNICEF), Office of High Commissioner on Human Rights (OHCHR) and International Labour Organization (ILO) with UNDP.

This project is funded by the European Union based on the Financing Agreement on "Human Rights for All" signed between Georgia and the European Union in May 2015.

This project responds to the objectives set out therein, and namely seeks to strengthen human-rights protection in areas prioritized by EU-Georgia agreements, including the rights of minorities and vulnerable groups, internal and external oversight of law enforcement, labour rights, protection of privacy, freedom of expression and information. The project will mainly support the implementation and monitoring of the National Human Rights Strategy and Action Plan in selected areas prioritized by the EU-Georgia agreements.

Accordingly, the overall objective of this project is to enhance capacities of government institutions and Parliamentary Committees on Human Rights and Civil Integration and on Legal Issues and improve mechanisms for better protection of human rights in Georgia.

The specific objective is to enhance capacity for more effective government institutions, mechanisms and Parliamentary Committees (on Human Rights and Civil Integration and on Legal Issues) in implementing the National Human Rights Strategy (NHRS) and its Action Plan (AP), in areas prioritised by the EU-Georgia agreements.

This Joint Project (JP) will have the following results/outputs:

1. Developed capacities of the NHRSAP Inter-Agency Council and its Secretariat in policy making, implementation and monitoring of the NHRS and AP;
2. Increased public awareness on NHRSAP (including its implementation) and Georgia-European Union (EU) common values as well as promotion of a culture of human rights in Georgia in general;
3. Strengthened capacities of the Office of the Personal Data Protection Inspector to monitor protection of personal data;
4. Establishment and effective functioning of labour administration and industrial relations institutions and procedures;
5. Developed capacities of governmental stakeholders regarding the advancement of childcare and protection systems of poorest children;
6. Strengthened capacities of the Parliamentary Committees on Human Rights and Civil Integration and on Legal Issues;
7. More effective investigation mechanisms on violations committed by law-enforcement officers.

To accomplish the above activities, the project partners with the following institutions: NHRSAP Inter-Agency Council and its Secretariat, the Personal Data Protection Inspector, government institutions on labour and child care,

Public Defender (Ombudsperson), the Parliamentary Committees on Human Rights and Civil Integration and on Legal Issues, and the Judiciary through the High School of Justice and law-enforcement authorities, as well as high education institutions and media.

Objective

The scope of the project is to develop and implement a comprehensive Risk based Information Security Management System based on the ISO/IEC 27001:2013 standard for IT Services and IT Infrastructure at OPDPI.

OPDPI aims to be ISO 27001 ready in near future. The scope of services includes conducting of Security audit, Formulation of Security Policy and Implementation as per ISO27001 standards for OPDPI's IT services and IT Infrastructure.

Company is responsible to guide OPDPI on the way to ISO 27001 certification. This process consists of the following: Company shall help OPDPI to build Information Security Management System (ISMS) with the described scope.

The objectives of the Information Security Management System (ISMS) program are to:

1. In-depth study of existing systems and processes for Information Security Management and identify existing controls for each item of asset, asset class (information asset).
2. Ensure confidentiality, integrity, and availability of information assets.
3. Assessment of the IT security needs of OPDPI, considering the current infrastructure and future plans. Design Risk Assessment Approach for PDP and conduct Risk Assessment. Develop a corporate wise information security policy to address information security risks of the organization.
4. Perform Gap Analysis vis-à-vis ISO27001 control objectives.
5. Conduct Threat Assessment, develop Risk mitigation strategy (external and internal threats to confidentiality, integrity, availability for each of the systems/information asset).
6. Conduct Vulnerability assessment through conducting external and internal penetration testing, including technical vulnerability assessment, using security scanning tools and industry acceptable methodologies.
7. Develop a Risk Treatment Plan to migrate the identified risks, including hardening of vulnerabilities. Ensure data security from third parties.
8. Develop a corporate wise information security policy Design to address information security risks of the organization.
9. Implement a security control effectiveness measurement and tracking process that would enable the management to review the ISMS effectiveness and take corrective/preventive actions.
10. Design ISMS framework for OPDPI which includes security policies, procedures and records as per the requirements of ISO 27001:2013 standard.
11. Assist OPDPI in implementation of the ISMS
12. Improve data security across IT Infrastructure.
13. Prepare OPDPI's IT team towards readiness for Business Continuity. Improve data security across IT Infrastructure.

Deliverables

The assignment would encompass the following activities but it will not be limited to this and it should be flexible enough to meet all the requirements mentioned in the scope of the project:

1. Current State Assessment & Vulnerability Assessment Reports
 - a) Define the scope of ISMS with due inputs from OPDPI.
 - b) Study of critical processes and information flow within/ outside OPDPI IT and assess the current state of information security with respect to ISO 27001
 - c) Conducting vulnerability assessment and for Operating Systems / Databases / Web servers and Networking Devices – Routers /Switches. Network Security Audit and Vulnerability Assessment. Subsequent to above, the selected vendor shall conduct penetration testing of the existing computers and network infrastructure components for system problems and configuration errors that represent

security vulnerabilities. Results of the Vulnerability Assessment & Penetration Test should be documented and used for recommendations of fixes and review of perimeter security devices.

- d) Gap Analysis vis-à-vis ISO 27001 Control Objectives.
- e) Prepare and present the current state to OPDPI Management

2. Risk Assessment Report and Risk Migration Plan

- a) Design risk assessment approach and methodology
- b) Identify assets and prepare a comprehensive Asset Register
- c) Identify and assess risks, classification of different types of security risks
- d) Prepare risk acceptance criteria for OPDPI
- e) Prioritize risks and prepare a RTP (Risk treatment Plan)
- f) Prepare Statement of Applicability

3. Design of control framework

The company must establish a framework covering the ISO 27001 controls and control objectives.

- a) Design ISMS Framework for OPDPI with Management Intent and Guidelines
- b) Develop and document Information Security Policies, Procedures, work instructions and records.
- c) Review existing network architecture and provide recommendations to close the gaps identified.
- d) Development of Information Security Effectiveness Measurement Metrics to identify the (Key Performance Indicator) KPIs for each domain of policy and develop a framework to measure the effectiveness of information security in the organization.

Any and all draft documents created and/or provided to OPDPI in the process of consultancy shall be at least in Georgian language. Any and all final documents within the frames of the consultancy shall be in both Georgian and English languages.

Time and Schedule

The completion period (excluding implementation of controls) shall be not more than 20 weeks from signing of the contract. The Company shall submit a detailed implementation schedule. The Company will be required to depute their representative at work place/site during the project duration. The Company will support the Office of the Personal Data Protection Inspector in implementation phase during next one year, after project closure.

Qualifications of the Service Provider

The Service Provider must have:

- At least 3-year experience in implementing or auditing Information Security Management Systems **(minimum requirement);**
- Minimum one project in implementing ISMS with an organization in Georgia **(minimum requirement);**
- Minimum one project where supplier assisted customer to achieve ISO27001 certification **(minimum requirement);**
- Letter from the bank certifying the annual turnover with no less than 200,000 GEL per year for the last two years **(minimum requirement);**
- At least 2 letters of recommendation from previous contract providers **(minimum requirement).**

Qualifications of Key Personnel

Company shall propose a team leader (project manager), at least on senior consultant, consultant(s), penetration tester and enterprise network architect/auditor.

Structure with clearly defined roles must be provided.

Project team shall consist of, but is not limited to:

- **Team Leader (project manager)** shall have at least 5-year experience in managing similar projects **(minimum requirement);**
- Lead auditor ISO27001 and/or lead implementer ISO27001 will be considered an asset;
- **Senior Consultant** shall have at least 5-year experience in Information Security Management

System Implementation/Audit, shall be the lead auditor ISO27001 and be CISSP certified (minimum requirement);

- *CISA and/or lead implementer ISO27001 will be considered an asset;*
- **Consultant(s)** shall have at least 3-year experience in Information Security Management System Implementation/Audit, lead implementer ISO27001 and CISA certified (**minimum requirement**);
- *Lead auditor ISO27001 will be considered an asset;*
- **Penetration tester** shall have at least 3-year experience in penetration testing and be Offensive Security Certified Professional (OSCP) (**minimum requirement**);
- *CCNP in Information Security and/or CCIE will be considered an asset;*
- **Enterprise Network architect/auditor** shall have at least 5-year experience in enterprise network design/audit and be CCIE certified (**minimum requirement**).
- *CCNP in Information Security will be considered an asset.*

1. Deliverables

Outputs
Deliverable 1: Current State Assessment & Vulnerability Assessment Reports
Deliverable 2: Risk Assessment Report and Risk Migration Plan
Deliverable 3: Design of control framework

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

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.

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

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

Technical Proposal	70%	Max Points Obtainable
1. Expertise of the Firm	25 %	25
At least 3-year experience in implementing or auditing Information Security Management Systems (minimum requirement) 3 years – 5 points More than 3 years – 8 points	8%	8
Minimum one project implementing ISMS with an organization in Georgia (minimum requirement); One project – 4 points More than one project – 5 points	5%	5
Minimum one project where supplier assisted customer to achieve ISO27001 certification (minimum requirement); 1 project – 4 points More than 1 project – 5 points	5%	5
Letter from the bank certifying the annual turnover with no less than 200,000 GEL per year for the last two years (min requirement) - 5 points	5%	5
At least 2 letters of recommendation from previous contract providers (minimum requirement)- 2 points	2%	2
2. Methodology, Its Appropriateness to the Requirements and Timeliness of the TOR	20 %	20
To what degree does the Proposer understand the task?	10%	10
Fair understanding of the task – min. requirement – 5 points		
Full understanding of the task - 10 points		
Is the scope of task well defined and does it correspond to timelines of implementation plan?	10%	10
Fairly corresponds – min. requirement – 5 points		
Fully corresponds - 10 points		
3. Management Structure and Qualification of Personnel Proposed	25%	25
Team Leader (Project Manager) , shall have at least 5-year experience in managing similar projects (minimum requirement); 5 years – 4 points	4%	4
Lead auditor ISO27001 and/or lead implementer ISO27001 will be considered an asset – 1 points	1%	1
Senior Consultant shall have at least 5-year experience in Information Security Management System Implementation/Audit, shall be the lead auditor ISO27001 and be CISSP certified (minimum requirement); 5 years, lead auditor ISO27001 and CISSP – 4 points	4%	4
CISA and/or lead implementer ISO27001 will be considered an asset – 1 points	1%	1
Consultant(s) shall have at least 3-year experience in Information Security Management System Implementation/Audit, lead implementer ISO27001 and CISA certified (minimum requirement); 3 years, lead implementer ISO27001 and CISA – 4 points	4%	4
Lead auditor ISO27001 will be considered an asset – 1 points	1%	1

Penetration tester shall have at least 3-year experience in penetration testing and be Offensive Security Certified Professional (OSCP) (minimum requirement); 3 years and OSCP – 4 points	4%	4
CCNP in Information Security and/or CCIE will be considered an asset - 1 points	1%	1
Enterprise Network architect/auditor shall have at least 5-year experience in enterprise network design/audit and be CCIE certified (minimum requirement) 5 years and CCIE– 3 points	3%	3
CCNP in Information Security will be considered an asset – 2 points	2%	2
Maximum Total Technical	70.00 %	70.00
Financial Proposal	30.00 %	30.00
Budget Proposals (To be computed as a ratio of the Proposal's Offer to the lowest price among the proposals received by UNDP)	30%	30
Maximum Total Financial	30.00 %	30.00
Total:	100%	100

Implementation Schedule

Annex 6

#	Deliverable/Weeks	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
1	Deliverable 1																				
2	Deliverable 2																				
3	Deliverable 3																				

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