

REQUEST FOR PROPOSAL (RFP)

NAME & ADDRESS OF FIRM	DATE: July 13, 2018
	REFERENCE: UNDP PROGRAMME – Enhancing Access to Justice and Development of a Child-friendly Justice System in Georgia (Award #00093931/Project #00098202)

Dear Sir / Madam:

We kindly request you to submit your Proposal for **Development of the Software for the Georgian Bar Association**

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

Proposals may be submitted on or before at **4:00 PM Friday, July 27, 2018** and 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

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

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

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

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

Thank you and we look forward to receiving your Proposal.

Sincerely yours,



Rusudan Tushuri

Programme Coordinator

UNDP Programme Access to Justice and Human Rights Protection

Description of Requirements

Context of the Requirement	Enhancing Access to Justice and Development of a Child-friendly Justice System in Georgia is a Joint Programme of two UN agencies in Georgia: United Nations Children Fund (UNICEF) and United Nations Development Programme (UNDP), with UNICEF serving as an Administrative Agent. This project is funded by the European Union based on the Financing Agreement on "Support to the Justice Sector Reform in Georgia" signed between Georgia and the European Union in May 2015. This project responds to the objectives set out therein, and namely to consolidate the independence, professionalism and efficiency of the judiciary and strengthen access to justice through the creation of a more effective system of justice for children based on a dedicated regulatory framework and implementation mechanism, improved institutional capacities of the Ministry of Justice and other major justice stakeholders and the greater independence and effectiveness of the legal profession and legal aid system with greater use of alternative dispute resolution mechanisms. The main policy documents against which the progress will be measured include: the Criminal Justice Reform Strategy (CJRS) and its Action Plan (AP) (adopted in 2005 and updated systematically on annual basis), Strategy on Reforming the Justice System for Children (revised in March 2014), Strategy on Prevention of Juvenile Crime (adopted in 2012, revised in 2015), the National Human Rights Strategy 2014-2020 (NHRS) and its Action Plan (AP). Detailed information on the project is given in TOR – Annex 4
Brief Description of the Required Services	The EU-UN Joint Project "Enhancing Access to Justice and Development of a Child-friendly Justice System in Georgia" wishes to create electronic document management software for Georgian Bar Association; Refer to Annex 4 for Detailed Description of Services and Terms of Reference.
List and Description of Expected Outputs to be Delivered	Deliverable 1: <ol style="list-style-type: none"> 1. Project work plan 2. Technical Documentation Deliverable 2: <ol style="list-style-type: none"> 1. A fully configured and customized correspondence management software product; 2. Testing of the software product; 3. Software licence handover and activation; 4. Software product handover and launch – including training of the respective staff of the Georgian Bar Association.
Person to Supervise the Work/Performance of the Service Provider	UNDP - Human Rights and Access to Justice Programme Coordinator and official representative from Georgian Bar Association
Frequency of Reporting	<i>2-times during project implementation – upon submission of the 1st deliverable and final report upon submission of the 2nd deliverable</i>
Progress Reporting Requirements	<i>Mid-term report and final activity report</i>
Location of work	<input checked="" type="checkbox"/> At Contractor's Location Except training - shall be provided at the staff of Georgian Bar Association (Zubalashvilebi Str. 36, Tbilisi, Georgia)

Expected duration of work	4 months			
Target start date	1 September 2018			
Latest completion date	No later than 15 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 Payment will be done in local currency – USD will be converted to GEL based on the UN Official Rate of Exchange effective at the moment of payment.			
Value Added Tax on Price Proposal	<input checked="" type="checkbox"/> must be exclusive of VAT and other applicable indirect taxes			
Validity Period of Proposals (<i>Counting for the last day of submission of quotes</i>)	<input checked="" type="checkbox"/> 90 days In exceptional circumstances, UNDP may request the Proposer to extend the validity of the Proposal beyond what has been initially indicated in this RFP. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Proposal.			
Partial Quotes	<input checked="" type="checkbox"/> Not permitted			
Payment Terms	Outputs	Percentage	Timing	Condition for Payment Release
	1st Deliverable 1. Project work plan 2. Technical Documentation	35%	6 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 delivery-acceptance act signed by official representation of PDPI
	2nd Deliverable 1. A fully configured and customized correspondence management software product; 2. Testing of the software product; 3. Software licence	65%	10 weeks	

	<p>handover and activation;</p> <p>4. Software product handover and launch – including training of the respective staff of the Georgian Bar Association.</p>			<p>b) Receipt of invoice from the Service Provider.</p> <p>c) All contractual payments will be made in GEL according to UN Official Rate of Exchange at the date of payment.</p>
Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment	Programme Coordinator of UNDP, Office of Georgian Bar Association and UNDP DG Team Leader			
Type of Contract to be Signed	<input checked="" type="checkbox"/> Contract for Services			
Criteria for Contract Award	<p><input checked="" type="checkbox"/> Highest Combined Score (based on the 70% technical offer and 30% price weight distribution)</p> <p><u>Proposals shall obtain at least 490 points out of the total 700 to be considered technically qualified.</u></p> <p><input checked="" type="checkbox"/> Full acceptance of the UNDP Contract General Terms and Conditions (GTC). This is a 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><u>Technical Proposal (70%) – 700 points</u></p> <p><input checked="" type="checkbox"/> Expertise, financial stability and reputation of the firm 21% - 210 points</p> <p><input checked="" type="checkbox"/> Methodology, Its Appropriateness to the Condition and Timeliness of the Implementation Plan 28% - 280 points</p> <p><input checked="" type="checkbox"/> Management Structure and Qualification of Key Personnel 21% - 210 points</p> <p><u>Financial Proposal (30%)- 300 points</u></p> <p>To be computed as a ratio of the Proposal's offer to the lowest price among the proposals received by UNDP.</p> <p><i>For further details, please refer to Technical Proposal Evaluation Form (Annex 5).</i></p> <p>The Technical Proposal is evaluated on the basis of its responsiveness to the Term of Reference (ToR) and scoring is allocated in accordance with the Annex V. If the offeror does not meet any of the minimum technical qualification criteria/requirements given in Annex V, it will be given score zero and will be automatically disqualified and there is no more need for further evaluation of the disqualifying offeror.</p>			
UNDP will award the contract to:	<input checked="" type="checkbox"/> One and only one Service Provider			

Annexes to this RFP	<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)
Contact Person for Inquiries (Written inquiries only)	<p><i>Nino Sherozia</i> <i>Project Admin/Finance Associate</i> <i>nino.sherozia@undp.org Cc: procurement.geo@undp.org</i></p> <p>Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers.</p>

FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL¹

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

[insert: Location].

[insert: Date]

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

Dear Sir/Madam:

We, the undersigned, hereby offer to render the following services to UNDP in conformity with the requirements defined in the RFP dated *[specify date]*, and all of its attachments, as well as the provisions of the UNDP General Contract Terms and Conditions:

A. **Qualifications of the Service Provider**

The Service Provider must have:

1. At least 2-year experiences in design/customisation and implementation of similar software products **(minimum requirement)**;
2. Experience in developing and implementation of at least 2 correspondence software products **(minimum requirement)**;
3. A letter from Bank on financial turnover during the last 2 years evidencing that annual turnover of the organization is minimum 100,000 USD per year **(minimum requirement)**
4. At least 2 letters of recommendation from previous contract providers **(minimum requirement)**;
5. Letter certifying that no debt towards budget exists **(minimum requirement)**

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

1. Profile – describing the nature of business, field of expertise;
2. An extract from the Entrepreneurial Register;
3. Business Licenses – Tax Payment Certification, etc.;
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

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

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

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

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

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

C. **Qualifications of Key Personnel**

The Service Provider must provide:

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

a) **Names and qualifications of the key personnel that will perform the services indicating who is Team Leader, who are supporting, etc.;**

b) **CVs demonstrating qualifications must be submitted if required by the RFP; and**

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

Company shall propose at least one team leader (project manager), one application developer, one consultant and one trainer.

Structure with clearly defined roles must be provided.

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

Application developer - shall have at least 2 years of experience in respective fields (CVs shall include names of projects undertaken by the person) (**minimum requirement**);

Consultant – shall have at least 2 years of experience in respective fields (CVs shall include names of projects undertaken by the person) (**minimum requirement**);

Trainer - Shall have at least 1 year of experience in provision of trainings on the requested field (refer to ToR Annex 4) (**minimum requirement**);

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

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

D. Cost Breakdown per Deliverable*

	Deliverables <i>[list them as referred to in the RFP]</i>	Percentage of Total Price <i>(Weight for payment)</i>	Price <i>(Lump Sum, All Inclusive)</i>
1	Deliverable 1: 1. Project work plan 2. Technical Documentation	35 %	
2	Deliverable 2: 1. A fully configured and customized correspondence system; 2. Testing of the system; 3. Software licence handover and activation; 4. system and Launching – including training of the respective staff of the Georgian Bar Association.	65 %	
	Total	100%	

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

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

Description of Activity	Remuneration per unit of time – days *	Total Period of Engagement – days*	No. of Personnel	Total Rate for the period
I. Implementation Fees including configuration				
Team Leader (project manager)	Working Day			
Consultant	Working Day			
Trainer	Working Day			
Sub-Total				
II. Customization Costs	Fixed Price			
Application Developer	Working Day			
[other staff if applicable, please specify] **				
Sub-Total				
II. Perpetual Licence Fee				
Client side	Licence		8	
Server side	Licence		1	
III. Other Related Costs (Please specify) ***				
Sub-Total				
TOTAL				

Note:

* UNDP strongly recommends companies to use days as a primary unit of time when providing respective calculations under the Cost Breakdown under budget lines – I. Implementation fees including configuration and II. Customization Costs

** 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.

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

[Designation]

[Date]

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

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

2.0 SOURCE OF INSTRUCTIONS:

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

3.0 CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES:

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

4.0 ASSIGNMENT:

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

5.0 SUB-CONTRACTING:

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

6.0 OFFICIALS NOT TO BENEFIT:

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

7.0 INDEMNIFICATION:

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

workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.

8.0 INSURANCE AND LIABILITIES TO THIRD PARTIES:

8.1 The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.

8.2 The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or the equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract.

8.3 The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.

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

8.4.1 Name UNDP as additional insured;

8.4.2 Include a waiver of subrogation of the Contractor's rights to the insurance carrier against the UNDP;

8.4.3 Provide that the UNDP shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.

8.5 The Contractor shall, upon request, provide the UNDP with satisfactory evidence of the insurance required under this Article.

9.0 ENCUMBRANCES/LIENS:

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

10.0 TITLE TO EQUIPMENT:

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

11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

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

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

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

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

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

13.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:

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

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

- 13.2.2.1** a corporate entity in which the Party owns or otherwise controls, whether directly or indirectly, over fifty percent (50%) of voting shares thereof; or,
 - 13.2.2.2** any entity over which the Party exercises effective managerial control; or,
 - 13.2.2.3** for the UNDP, an affiliated Fund such as UNCDF, UNIFEM and UNV.
- 13.3** The Contractor may disclose Information to the extent required by law, provided that, subject to and without any waiver of the privileges and immunities of the United Nations, the Contractor will give the UNDP sufficient prior notice of a request for the disclosure of Information in order to allow the UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.
 - 13.4** The UNDP may disclose Information to the extent as required pursuant to the Charter of the UN, resolutions or regulations of the General Assembly, or rules promulgated by the Secretary-General.
 - 13.5** The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder.
 - 13.6** These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.

14.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

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

15.0 TERMINATION

- 15.1** Either party may terminate this Contract for cause, in whole or in part, upon thirty (30) days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16.2 ("Arbitration"), below, shall not be deemed a termination of this Contract.

- 15.2** UNDP reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case UNDP shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.
- 15.3** In the event of any termination by UNDP under this Article, no payment shall be due from UNDP to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract.
- 15.4** Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, the UNDP may, without prejudice to any other right or remedy it may have under the terms of these conditions, terminate this Contract forthwith. The Contractor shall immediately inform the UNDP of the occurrence of any of the above events.

16.0 SETTLEMENT OF DISPUTES

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

17.0 PRIVILEGES AND IMMUNITIES:

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

18.0 TAX EXEMPTION

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

19.0 CHILD LABOUR

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

20.0 MINES:

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

21.0 OBSERVANCE OF THE LAW:

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

22.0 SEXUAL EXPLOITATION:

- 22.1** The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all appropriate measures to prohibit its employees or other persons engaged by it from, exchanging any money, goods, services,

offers of employment or other things of value, for sexual favors or activities, or from engaging in any sexual activities that are exploitive or degrading to any person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle UNDP to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

- 22.2** The UNDP shall not apply the foregoing standard relating to age in any case in which the Contractor's personnel or any other person who may be engaged by the Contractor to perform any services under the Contract is married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such Contractor's personnel or such other person who may be engaged by the Contractor to perform any services under the Contract.

23.0 AUTHORITY TO MODIFY:

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

Terms of Reference

Design and Implementation of the Correspondence Management System of the Georgian Bar Association Tbilisi, Georgia

Objectives

The Georgian Bar Association is addressed for several reasons by its members, legal entities and by the public. The association is obliged to analyze the request and to respond to the sender. At this stage, the correspondence is recorded in a printed form. Each incoming application is assigned a unique number, is printed and stored in binders together with the accompanying documentation. Accordingly, the Bar Association's correspondence management needs to be improved, in particular:

- The Bar Association does not have any correspondence database (Only in a printed form)
- Searching for specific correspondence is ineffective, as looking for applications in printed files takes a lot of time
- At the current stage, the categorization of correspondence occurs only into the incoming/outgoing types, which is not sufficient and requires additional categorization (for example: membership application, letters, etc.)
- There is no connection between incoming and outgoing correspondence (When an incoming letter is answered, the database should store the information regarding which letter was answered)
- Analysis of statistical data is scarce as it is limited only to the number of incoming and outgoing correspondence

The assignment aims to successfully develop and implement correspondence management system for the Georgian Bar Association that will enable them to improve correspondence management and solve the challenges mentioned above.

General requirement

A technical proposal is required outlining how potential service providers will be able to deliver the scope of work outlined below as per the requirement of **Georgian Bar Association**.

The system should:

- fully automate the correspondence process
- store all correspondence in single database
- improve the quality of correspondence management
- improve the statistical analysis of correspondence
- Provide client's employees tools to search correspondence quickly and effectively using predefined parameters

Requirements towards the architecture

As the users of the correspondence application have to be more than one member of the association, it is recommended that the software be based on a Client-Server Model. This will allow several members of the association to work from their office computers at the same time

Requirements towards the software infrastructure

Back end of the software has to have Windows Server Enterprise 2008 support and data storage should be based on an SQL database

Requirements towards the speed of the system

Time for opening/saving records should not exceed 5 seconds. (Except for when the low speed is caused by a hardware with below-recommended capabilities)

Requirements towards the system security

- System should grant users access to the information only after they enter a username and a password
- System should have predefined access profiles, which will be based on users' role in the correspondence process flow. After assigning one of these profiles to the user, they should have access to records and objects indicated in that profile
- System should allow for separate correspondence based on different departments
- If the user belongs to a specific department, they should have access only to the data in that department
- It should be possible to create an access profile that can view and edit data of all departments

Requirements towards the system administration and configuration

- System should be modular and should have modules for incoming, outgoing and internal correspondence
- System should allow creation of additional modules
- System should allow modification of forms, reports and module parameters
- System should allow for creation of new access profiles

The system administrator of the Bar association should be able to create new access profiles in the system and configure module parameters

Requirements towards reporting

The complete list of reports will be defined during the implementation process. Currently, to the best of our knowledge, the following reports will be required:

- Total incoming/outgoing correspondence by date (it should be possible to use correspondence fields as filters)
- Total incoming/outgoing correspondence by type/sub-type
- Average response time to a correspondence

Requirements towards the integration with the other systems

Correspondence application should connect with the Georgian Bar Association web-portal using the web-server. The website is currently being developed. The connection can be established in two ways:

- Correspondence application periodically invokes the web-service and gets the new correspondence records from the site
- Website, when receiving a new correspondence, invokes the web-service, connects with the correspondence database and creates a record in it.

Assembling the web-service should occur through cooperation with the website developer

Design and Functionality

The Bar Association has a two-level correspondence classification. The values of this classification should be implemented in the application as dropdown lists and the user should choose a value from the list. In case the first level is selected, values in the second level should be filtered accordingly. The Bar Association database administrator should be able to add/change values in these levels. This should be one of the setup parameters. Currently, the incoming correspondence is classified as follows:

- Applications regarding the association membership;
 - Becoming a member;
 - Re-joining the association;
 - Cancellation of the membership based on a personal application;
 - Renewal of membership based on a personal application;
 - Issuing a new membership card;
 - Change of specialization;
- Applications regarding issuing of various certificates and recommendations;
 - Asking for lawyers' contact information;
 - Application in the fund;
 - Letters from the Penitentiary Department;
 - Letters from the court;
 - Issuing certifications and recommendations;
 - Applications for registration for an internship with the lawyers;
- Other;

Description of the correspondence process and proposed solution

Current situation:

- All types of incoming correspondence are recorded in the correspondence journal and are assigned a unique number and a date, their responses (if one is necessary) are recorded in the outgoing correspondence journal;
- The Bar Association does not currently record internal correspondence;
- All types of incoming correspondence are registered by the operator (secretary);
- Incoming correspondence has an execution term, which determines in what timeframe the correspondence should be answered;
- All types of correspondence have an assigned person who processes applications/letters and prepares a response;
- Executive secretary/chairperson approves the prepared response;

Proposed solution in the new system:

Recommendations about modules in the system and its fields are described in the following tables

Incoming correspondence fields:

Name*	Type	Description
Correspondence type	Dropdown	Correspondence types listed above. Database administrator should be able to add new values in this list.
Correspondence sub-type	Dropdown	Correspondence sub-types listed in listed above. Available values that will be shown in this field should depend on the correspondence type and should be filtered accordingly. Database administrator should be able to add new values in this list.
Date of registration	Date	Date type field where user can enter date manually or choose it from a calendar (date format should depend on regional parameters chosen in the Windows operating system)
Correspondence N#	Text	The field where the program will automatically provide the number with the help of a predefined numbering template

Term of execution	Whole Number	A field where the user will enter the number of days it will take to respond to a given correspondence. It is possible for a correspondence sub-type to have the field 'term of execution'. In that case, when choosing the sub-type of a correspondence, 'term of execution' should be filled automatically, and should be editable manually.
Date of execution	Date (Computed)	Calculated field which will be calculated by adding the term of execution to the registration date. It should be possible to register workdays and day offs. Correspondingly date of execution should be calculated based on workdays only
Status	Dropdown	Status can take values: open/completed. After providing response to a correspondence, the system should automatically update the status to completed
Response needs to be prepared	Yes/No	A field that the user can toggle depending on whether the given correspondence requires response or not
Response	Lookup (Hyperlink)	A field where a record from an outgoing correspondence response will be selected. Additionally, if the response is initiated from an incoming correspondence, this field should be filled automatically. This field should be active/visible only if the 'response needs to be prepared' field is checked.
Sender	Lookup (Hyperlink)	A field where a value from a sender reference book will be selected. If a record does not exist, it should be possible to create a new sender record from the correspondence form.
Contact	Lookup (Hyperlink)	A field where a value from a contact reference book will be selected. If a record does not exist, it should be possible to create a new contact record from the correspondence form.
Attached files	Table	A table where it should be possible to upload a file of any type.

*proposed field names can be changed during the implementation process

Outgoing correspondence fields:

Name	Type	Description
Correspondence type	Dropdown	Correspondence types listed above. Database administrator should be able to add new values in this list
Correspondence sub-type	Dropdown	Correspondence sub-types listed above. Available values that will be shown in this field should depend on the correspondence type and should be filtered accordingly. Database administrator should be able to add new values in this list
Date of registration	Date	Date type field where user can enter date manually or choose it from a calendar (date format should depend on regional parameters chosen in the Windows operating system)
Status	Dropdown	Status can take values: open/completed. If the prepared response is completed, the user should be able to change the record status to completed. After the user makes this change, the record should become Read Only
Incoming correspondence	Lookup	A field where a record from an incoming correspondence list will be selected. Additionally, if the response is initiated from incoming correspondence, this field should be filled automatically
Receiver	Lookup	A field where a record from the sender reference book will be selected. If such record does not exist, it should be possible to create a new sender record directly from the form

Contact	Lookup	A field where a record from the contact reference book will be selected. If such record does not exist, it should be possible to create a new contact record directly from the form
Attached files	Table	A table where it should be possible to upload a file of any type

Internal correspondence fields:

Name	Type	Description
Correspondence type	List	Correspondence types listed above. Database administrator should be able to add new values in this list
Correspondence sub-type	List	Correspondence sub-types listed above. Available values will be shown in this field should depend on the correspondence type and should be filtered accordingly. Database administrator should be able to add new values in this list
Topic	Multiple Line of Text	A field where the user can describe in detail the information regarding the correspondence.
Date of registration	Date	Date type field where user can enter date manually or choose it from a calendar (date format should depend on regional parameters chosen in the Windows operating system)
Term of execution (in days)	Whole Number	A field where the user will enter the number of days it will take to respond to the given correspondence. It is possible for a correspondence sub-type to have the field 'term of execution'. In that case, when choosing the sub-type of a correspondence, 'term of execution' should be filled automatically, and should be editable manually
Date of execution	Date	Calculated field which will be calculated by adding the term of execution to the registration date. It should be possible to register workdays and day offs. Correspondingly date of execution should be calculated based on workdays
Status	List	Status can take values: open/completed. If the prepared response is completed, the user should be able to change the record status to completed. After the user makes this change, the record should become Read Only
Initiator	Lookup	A field where a person from the user reference book will be selected
Receiver	Lookup	A field where a person from the user reference book will be selected
Response	Multiple Line of Text	A field where the user will be able to describe in detail the response to the internal correspondence

Reference books

Correspondence system should contain the following reference books:

- Account
- Contacts
- Users

Account reference book fields:

Name	Type	Description
Legal entity / Natural person	Yes/No	Option, whether the sender is a legal entity or a natural person
Name	Text	Text field where the organization/person name will be recorded
Registration number	Text	Depending on whether it is a legal entity or a natural person, a taxpayer identification number or a personal No will be recorded
Phone number	Text/Phone Number	A field where the phone number will be recorded
Email	Text/Email (hyperlink)	A field where the email address of the given sender will be recorded
Address	Text	A field where the address of the given sender will be recorded
Contacts	Table	A table where a record from the contact reference book will be selected
Incoming correspondence	Table	A table where the received correspondence records from a given sender will be shown. By clicking on a record, the user should be taken to the corresponding record. Additionally, it should be possible to create new records from this form. If so, the incoming correspondence window should open and the sender should be filled automatically

Contact reference book fields:

Name	Type	Description
Name	Text	Text field where the contact name will be recorded
Personal No	Text	Text field where the Personal No of the contact will be recorded
Phone number	Text/Phone Number	Text field where the phone number will be recorded
Email	Text/Email (hyperlink)	Text field where the email of a given contact will be recorded
Address	Text	Text field where the address of a given contact will be recorded

Users reference book fields³:

Name	Type	Description
First Name	Text	Text field where the user first name will be recorded
Last Name	Text	Text field where the user last name will be recorded
Username	Text	Username that user will use to login the application
Password	Encrypted Text	Password that user will use to login the application
Personal No	Text	Text field where the Personal No of the contact will be recorded
Phone number	Text/Phone Number	Text field where the phone number will be recorded
Email	Text/Email (hyperlink)	Text field where the email of a given user will be recorded
Address	Text	Text field where the address of a given user will be recorded
Emergency contact Name	Text	Text field where name of the emergency user will be stored

³ This fields are recommended fields the number and name of fields might change during the integration process

Emergency Contact Phone	Text	Test field where phone number of the emergency contact will be stored
Birth Day	Date	Date time field where the birth day of a given user will be stored

Users and their roles in the system

Users and their roles in the system are described in the following table:

Role	Number of employees	Description of the role	Department
Operator	2	<ul style="list-style-type: none"> Registration of incoming and outgoing correspondence 	GBA
Manager	2	<ul style="list-style-type: none"> Responsible for monitoring and approval of correspondence responses Viewer of correspondence reports 	GBA
Operator	1	<ul style="list-style-type: none"> Registration of incoming and outgoing correspondence 	Ethics
Manager	1	<ul style="list-style-type: none"> Responsible for monitoring and approval of correspondence responses Viewer of correspondence reports 	Training Center
Operator	2	<ul style="list-style-type: none"> Registration of incoming and outgoing correspondence 	Training Center

Document Templates

The Bar Association have several document templates for incoming, outgoing and internal correspondence. This templates should be uploaded in the application and be mapped to print the correspondence record. Document templates will be provided during the implementation process.

Acceptance Testing:

Application will be tested by **Georgian Bar Association** or their appointed agent/representative with required technical and other capabilities to inspect, test and evaluate the application and determine whether it satisfies the acceptance criteria as agreed upon in the work plan. The period of Acceptance Testing shall not exceed twenty (20) Business Days.

The Vendor will have a remedy period of ten (10) Business Days from the end of Acceptance Testing to correct any and all defects identified during Acceptance Testing. At the end of the remedy period, Georgian Bar Association reserves the right to reject the Software/Solution if the Software/Solution does not operate in accordance with this Contract.

Training:

Vendor has to provide training for **Georgian Bar Association** stuff (up to 8 people) in the use / maintenance of the respective application. All technical aspects of application maintenance including requirements for setup and further modification. Complete application source code and other technical documents associated with the application development, administration and use will be provided to the relevant teams. Vendor will provide necessary technical details including requirement of software, software tools and systems required for the proper upkeep and maintenance of the application. Vendor will provide technical support for the relevant teams to become trained in the organization and administration of the respective application.

1. Technical Support

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

2. Deliverables and Payment Terms

Outputs	Percentage	Timing
Deliverable 1: 1. Project work plan; 2. Technical Documentation;	35%	6 weeks
Deliverable 2: 1. A fully customised and configured software product; 2. Testing of the software product; 3. Software licence handover and activation; 4. Correspondence system Handover and Launching; Training of the Respective by the Georgian Bar Association	65%	10 weeks

3. Licenses of the application:

Procurement object includes 1 server and 8 client licences that should not be limited in time. **Georgian Bar Association** will not be responsible against any liability for the use of software with regard to copyright / license if any.

4. Trademarks & Copyrights:

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

This section is not applicable to license and/or intellectual rights of products/software developed by the third parties

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

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

- a) The Service Provider must have:
 1. At least 2-year experiences in design/customisation and implementation of similar software products (**minimum requirement**);
 2. Experience in developing and implementation of at least 2 correspondence software products (**minimum requirement**);
 3. A letter from Bank on financial turnover during the last 2 years evidencing that annual turnover of the organization is minimum 100,000 USD per year (**minimum requirement**)
 4. At least 2 letters of recommendation from previous contract providers (**minimum requirement**);
 5. Letter certifying that no debt towards budget exists (**minimum requirement**)
 6. Profile – describing the nature of business, field of expertise;
 7. An extract from the Entrepreneurial Register;

8. Business Licenses – Tax Payment Certification, etc.;
9. Detailed Bank Requisites;
10. Company Qualification record (Track Record) – list of clients for similar services as those required by UNDP, indicating description of contract scope, contract duration, contract value, contact references

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

Company shall propose at least one team leader (project manager), one developer, one consultant and one trainer.

- **Team Leader (project manager)** - shall have at least 2 years of experience in managing similar projects (**minimum requirement**);
- **Application developer** - shall have at least 2 years of experience in their respective fields (CVs shall include names of projects undertaken by the person) (**minimum requirement**);
- **Consultant** – shall have at least 2 years of experience in respective fields (CVs shall include names of projects undertaken by the person) (**minimum requirement**);
- **Trainer** - shall have at least 1 years of experience in the requested field (**minimum requirement**);

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

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

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

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

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

- Highest Combined Score (based on the 70% technical offer and 30% price weight distribution);
- Proposals shall obtain at least 490 points out of the total 700 to be considered technically qualified;
- Full acceptance of the UNDP Contract General Terms and Conditions (GTC). This is a mandatory 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.

Technical Proposal (70%) – 700 points

1. Expertise, financial stability and reputation of the firm 21% - 210 points
2. Methodology, Its Appropriateness to the Condition and Timeliness of the Implementation Plan 28% - 280 points
3. Management Structure and Qualification of Key Personnel 21% - 210 points

Financial Proposal (30%)- 300 points

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

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

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

Technical Proposal Evaluation Form

Technical Proposal	Sub-score	Points obtainable
Expertise of the Firm		100
At least 2 years experiences in design/customisation and implementation of similar software products (minimum requirement)	30 points	
More than 2 years experiences (5 points for each additional year, but no more than 20 points)	50 points	
Experience in developing and implementation of at least 2 correspondence management software products (minimum requirement)	20 points	
Experience in developing and implementation of more than 2 correspondence management software products (5 points for each additional system, but no more than 30 points)	50 points	
Financial stability		50
Certificate of No Debts towards Budget (minimum requirement)	20 points	
A letter from Bank on financial turnover during the last 2 years evidencing that annual turnover of the organization is minimum 100,000 USD per year (minimum requirement)	20 points	
A letter from Bank on financial turnover during the last 2 years evidencing that annual turnover of the organization more than USD 100,000 per year (2 point for every additional \$10,000, but no more than 10 points)	30 points	
Reputation of the Organization		60
At least 2 recommendation letters (minimum requirements);	50 points	
More than 2 recommendation letters (2 points for each additional letter, but no more than 10 points)	60 points	
Total:	21%	210
Methodology, Its Appropriateness to the Condition and Timeliness of the Implementation Plan		
Does the Offeror fully understand the task?/Is the scope of task well defined and does it correspond to the TOR?		100
Full Understanding	100 points	
Fair Understanding (minimum requirement)	70 points	
Technical Approach and Methodology Appropriateness of the methodology to the condition		100
Comprehensive and systematic methodology	100 points	
Fairly appropriate methodology (minimum requirement)	70 points	
Timeliness of the implementation plan		80
Completely appropriate	80 points	
Fairly appropriate (minimum requirement)	60 points	
Total:	28%	280
Management Structure and Qualification of Key Personnel		210
Team Leader (project manager) shall have at least 2 years of experience in managing similar projects (minimum requirement)	40 points	
More than 2 years experiences (5 points for each additional year, but no more than 20 points)	60 points	
Application developer - shall each have at least 2 years of experience in their respective fields (minimum requirement)	40 points	
More than 2 years experiences (5 points for each additional year, but no more than 20 points)	60 points	
Consultant shall have at least 2 years of experience in respective fields (CVs shall include names of projects undertaken by the person) (minimum requirement)	40 points	
More than 2 years experiences (2 points for each additional year, but no more than 10 points)	50 points	
Trainer - Shall have at least 1 year of experience in provision of trainings on the requested field (refer to ToR Annex 4) (minimum requirement)	30 points	
More than 1 year experiences (2 points for each additional year, but no more than 10 points)	40 points	
Total:	21%	210
Maximum Total Technical	70 %	700
Minimum Technical points needed		490
Financial Proposal	30%	300
Budget Proposals		
To be computed as a ration of the Proposal's Offer to the lowest price among the proposals received by UNDP	30%	300
Total:	100%	1000

Estimated timetable⁴

deliverables/weeks	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Complete Project Work plan																
Technical Documentation																
A fully Customized and configured Correspondence management system																
Installation and Testing of the software product																
Software license handover and activation																
Correspondence system Handover and Launching: Training of the Respective by the Georgian Bar Association.																

⁴ Vendor should provide their timetable of the project

