



REQUEST FOR PROPOSAL (RFP)
(For Low-Valued Services)

NAME & ADDRESS OF FIRM	DATE: July 13, 2018
	REFERENCE: 00097412

Dear Sir / Madam:

We kindly request you to submit your Proposal for Proposal for conducting baseline study for the Social Impact Bond pilot initiative "Be the Change You Want to See".

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

Proposals may be submitted on or before 17:00 p.m. Thursday, August 02, 2018 and, courier mail to the address below:

United Nations Development Programme
Eristavi 9, Tbilisi Georgia
Nino Chanturia/Maya Giorbelidze
Nino.chanturia@undp.org

Your Proposal must be expressed in the 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,



Maya Giorbelidze

GRF/PAR Capacity Assessment, Evaluation
and Monitoring Specialist/Social Impact
Bond focal point

7/13/2018

Description of Requirements

Context of the Requirement	<p>Social Impact Bonds (SIB) is an innovative financial instrument designed to bring together the public, private and voluntary sectors to solve the prevailing challenges by having a clear focus upon delivering the outcomes we want to see. A social impact bond (SIB) is a fairly new result-based financial instrument, where outcome payers agree to pay and reward investors only if agreed-upon outcomes are achieved. The idea is to engage private capital in funding social/environmental/development projects with a possibility for a financial return. The public-sector institutions agree that if the bond succeeds in achieving the agreed outcomes, the investors will get their capital back and a possible financial return. The financial return is dependent on the degree to which outcomes improve the initial situation. The first SIB was launched in September 2010 at Peterborough Prison to fund rehabilitation services for short-sentence prisoners released from the prison, with the express aim of reducing reoffending post-release. In addition, other social impact bonds are currently being designed and/or implemented for example in early childhood education, global health, and workforce development, including recidivism and employment. Currently UNDP is developing a pilot SIB to tackle the youth (13-18) physical inactivity in Rustavi in cooperation with the Rustavi Mayor's Office and Public Service Development Agency (PSDA). More specifically, the overall goal of the initiative is to decrease the prevalence of chronic diseases caused by the physical inactivity among youth. The specific objectives envisage increasing free time physical activity among youth, promoting public premises as active lifestyle fostering platform and enabling youth and their families to have a voice in active-lifestyle policy planning and implementation. Currently, more than 8,186 youth reside in the city of Rustavi with only 1,200 of them engaged in sports activities. Therefore, the aforementioned aims are crucial. Social Impact Bond, as a multi-stakeholder mechanism, includes numerous parties, like commissioners, investors, outcome payers, service providers and beneficiaries. In this particular SIB in Rustavi, the Mayor's Office is a commissioner and outcome payer, while investors and service providers need to be identified. Moreover, Rustavi Mayor's Office is heavily engaged in designing the pilot initiative and exploring potential stakeholders in the SIB process. Detailed information on the project is given in TOR – Annex 4</p>
Implementing Partner of UNDP	Rustavi Mayor's Office
Brief Description of the Required Services	<p>The main goal of the baseline study is to map current physical activity level of youth in Rustavi. (95% confidence level, sample size - 367 youth).</p> <p>For this purpose, the research will:</p> <ul style="list-style-type: none"> • Map daily time (hrs) youth (13-18) spend on being physically active • Learn parents' attitude on their children's engagement in physical activities • Map usage of available public premises by local youth • Measure level of parents' engagement in local youth policy planning • Calculate time of youth spent on being physically active per day • What are the reasons of physical activity/inactivity of youth

List and Description of Expected Outputs to be Delivered	<ol style="list-style-type: none"> 1. Inception Report including finalized survey methodology (comprising of data collection matrix, data sources, measurement methods and draft questionnaires) and work plan; 2. Final data collection instruments (piloted and revised quantitative survey questionnaires, qualitative survey guidelines); 3. Final cleaned databases of quantitative surveys, transcripts of Key In-depth Interviews, semi-structured interviews and focus groups; 4. Draft Analytical Report, draft Mission Report: <ul style="list-style-type: none"> • Draft Analytical Report including description of methodology, findings, conclusions, lessons learnt and recommendations; • Draft Mission Report describing the study procedures (planning phase, data collection, field control, data cleaning and analysis), challenges faced, accomplishments and respective recommendations; 5. Final Analytical Report and final Mission Report: upon incorporating feedback and comments from UNDP and relevant stakeholders, provide final Analytical and Mission Report.
Person to Supervise the Work/Performance of the Service Provider	GRF/PAR Capacity Assessment, Evaluation and Monitoring Specialist/Social Impact Bond focal point
Frequency of Reporting	<i>Upon Deliverables. Final Activity Report shall be submitted to UNDP within one week upon completion of all activities under the contract</i>
Progress Reporting Requirements	N/A
Location of work	<input checked="" type="checkbox"/> For Deliverables 1- 5 – Rustavi, Georgia
Expected duration of work	2.5 months after signing of the contract
Target start date	30 July 2018
Latest completion date	15 October 2018
Travels Expected	Travels to Rustavi Georgia
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 (in line with proposed timing in TOR annex 4)
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 For local contractors, the payment will be made in GEL according to UN exchange rate at the date of payment.
Value Added Tax on Price Proposal ¹	<input checked="" type="checkbox"/> must be exclusive of VAT and other applicable indirect taxes

Validity Period of Proposals (Counting for the last day of submission of quotes)	<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	<table border="1"> <thead> <tr> <th>Outputs</th> <th>Percentage</th> <th>Timing</th> <th>Condition for Payment Release</th> </tr> </thead> <tbody> <tr> <td>Deliverable 1-2</td> <td>20%</td> <td>within 2 weeks from the commencement of the contract</td> <td rowspan="3"> Within fourteen (14) 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 b) Receipt of invoice from the Service Provider. </td> </tr> <tr> <td>Deliverable 3</td> <td>40%</td> <td>within seven weeks from the commencement of the contract</td> </tr> <tr> <td>Deliverable 4-5</td> <td>40%</td> <td>During the final week of the contract</td> </tr> </tbody> </table>	Outputs	Percentage	Timing	Condition for Payment Release	Deliverable 1-2	20%	within 2 weeks from the commencement of the contract	Within fourteen (14) 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 b) Receipt of invoice from the Service Provider.	Deliverable 3	40%	within seven weeks from the commencement of the contract	Deliverable 4-5	40%	During the final week of the contract
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Deliverable 4-5	40%	During the final week of the contract													
Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment	GRF/PAR Capacity Assessment, Evaluation and Monitoring Specialist/Social Impact Bond focal point and UNDP Assistant Resident Representative														
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 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.														
Criteria for the Assessment of Proposal	Technical Proposal (70%) <input checked="" type="checkbox"/> Expertise of the Firm 20% <input checked="" type="checkbox"/> Methodology, Its Appropriateness to the Condition and Timeliness of the Implementation Plan 30% <input checked="" type="checkbox"/> Management Structure and Qualification of Key Personnel 20% Financial Proposal (30%) To be computed as a ratio of the Proposal's offer to the lowest price among the proposals received by UNDP														
UNDP will award the contract to:	<input checked="" type="checkbox"/> One and only one Service Provider														
Annexes to this RFP ²	<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) ³	Project Admin/Finance Associate nino.chanturia@undp.org Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers.
Other Information <i>[pls. specify]</i>	N/A

FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL⁴*(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery⁵)*

[insert: Location].

[insert: Date]

To: Maya Giorbelidze- GRF/PAR Capacity Assessment, Evaluation and Monitoring Specialist/Social Impact
Bond focal point 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 its attachments, as well as the provisions of the UNDP General Contract Terms and Conditions:

A. Qualifications of the Service Provider

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

Profile – describing the nature of business, field of expertise, licenses, certifications, accreditations; Business Licenses – Registration Papers, Tax Payment Certification, etc.
Track Record – list of clients for similar services as those required by UNDP, indicating description of contract scope, contract duration, contract value, contract references;
At least 7 years' experience in the area of polling and country-wide quantitative surveys (**minimum requirement**);
At least five projects conducted using Focus Groups and Key In-depth interviews (**minimum requirement**);
At least 3 projects conducted in similar research area (youth-related issues,) (**minimum requirement**);
Experience in implementing at least 3 surveys, financed by bilateral donor and/or international organizations (**minimum requirement**);
Human resources capacity – organization employs a minimum of three key experts on research topic (**minimum requirement**);
No debts towards budget exist (**minimum requirement**);
Annual financial turnover-minimum GEL 200,000 (per year) during the last 2 years (**minimum requirement**);
Having at least 2 letters of recommendation from previous contract providers in the similar projects (**minimum requirement**);
A letter of recommendation from an international/donor organization will be an asset;
Use of survey data processing software (primarily SPSS and/or STATA software) (**minimum requirement**)

B. Proposed Methodology for the Completion of Services

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

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

⁴ This serves as a guide to the Service Provider in preparing the Proposal.

⁵ Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

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)

c) 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

If required by the RFP, the Service Provider must provide :

- a) Names and qualifications of the key personnel (Project Coordinator and three key experts) 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.*

At minimum:

- a) **Project Coordinator**
 - At least five years of relevant work experience in management and coordination of quantitative and qualitative survey projects (**minimum requirement**);
- b) **Senior Expert**
 - At least 5 years of relevant work experience in the field of youth within the country (**minimum requirement**);
- c) **Researcher**
 - At least five years of relevant work experience in designing the questionnaires and survey guidelines, providing quantitative and qualitative data analysis and analytical reporting (**minimum requirement**);
- d) **Data analyst**
 - At least five years of relevant work experience in sampling and statistical analysis of data (**minimum requirement**);

D. Cost Breakdown per Deliverable*

	Deliverables	Percentage of Total Price (Weight for payment)	Price (Lump Sum, All Inclusive)
1	Deliverable 1-2 (Inception Report, Survey instruments)	20%	
2	Deliverable 3 (Survey databases and transcripts)	40%	
3	Deliverable 4-5 (Draft Analytical Report and draft Mission Report, Final Analytical Report and Mission Report)	40%	
	Total	100%	

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

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

Description of Activity	Remuneration per working day*	Total Period of Engagement (day*)	No. of Personnel	Total Rate
I. Personnel Services				
1.1 Project Coordinator				
2. Experts				
2.1 Senior Expert				
2.2 Key Expert 1 (Researcher)				
2.3 Key Expert 2 (Data Analyst)				
2.5 Other				
subtotal				
II Other Costs related to the assignment				
1. Travel cost				
2. Daily allowance				
subtotal				
Total				

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

[Designation]

[Date]

General Terms and Conditions for Services

1.0 LEGAL STATUS:

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

2.0 SOURCE OF INSTRUCTIONS:

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

3.0 CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES:

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

4.0 ASSIGNMENT:

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

5.0 SUB-CONTRACTING:

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

6.0 OFFICIALS NOT TO BENEFIT:

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

7.0 INDEMNIFICATION:

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

8.0 INSURANCE AND LIABILITIES TO THIRD PARTIES:

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

9.0 ENCUMBRANCES/LIENS:

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

10.0 TITLE TO EQUIPMENT:

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

11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

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

property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.

11.3 At the request of the UNDP; the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to the UNDP in compliance with the requirements of the applicable law and of the Contract.

11.4 Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract shall be the property of the UNDP, shall be made available for use or inspection by the UNDP at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNDP authorized officials on completion of work under the Contract.

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

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

13.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:

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

13.1 The recipient ("Recipient") of such information shall:

13.1.1 use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate; and,

13.1.2 use the Discloser's Information solely for the purpose for which it was disclosed.

13.2 Provided that the Recipient has a written agreement with the following persons or entities requiring them to treat the Information confidential in accordance with the Contract and this Article 13, the Recipient may disclose Information to:

13.2.1 any other party with the Discloser's prior written consent; and,

13.2.2 the Recipient's employees, officials, representatives and agents who have a need to know such Information for purposes of performing obligations under the Contract, and employees officials, representatives and agents of any legal entity that it controls controls it, or with which it is under common control, who have a need to know such Information for purposes of performing obligations under the Contract, provided that, for these purposes a controlled legal entity means:

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

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

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

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

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

14.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

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

15.0 TERMINATION

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

on account of the insolvency of the Contractor, the UNDP may, without prejudice to any other right or remedy it may have under the terms of these conditions, terminate this Contract forthwith. The Contractor shall immediately inform the UNDP of the occurrence of any of the above events.

16.0 SETTLEMENT OF DISPUTES

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

17.0 PRIVILEGES AND IMMUNITIES:

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

18.0 TAX EXEMPTION

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

19.0 CHILD LABOUR

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

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

20.0 MINES:

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

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

21.0 OBSERVANCE OF THE LAW:

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

22.0 SEXUAL EXPLOITATION:

22.1 The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all appropriate measures to prohibit its employees or other persons engaged by it from, exchanging any money, goods, services, offers of employment or other things of value, for sexual favors or activities, or from engaging in any sexual activities that are exploitive or degrading to any person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle UNDP to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

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

23.0 AUTHORITY TO MODIFY:

Pursuant to the Financial Regulations and Rules of UNDP, only the UNDP Authorized Official possesses the authority to agree on behalf of UNDP to any modification of or change in this Contract, to a waiver of any of its provisions or to any additional contractual relationship of any kind with the Contractor. Accordingly,

no modification or change in this Contract shall be valid and enforceable against UNDP unless provided by an amendment to this Contract signed by the Contractor and jointly by the UNDP Authorized Official.

TERMS OF REFERENCE (TOR)

Project Title: Baseline study for the Social Impact Bond pilot initiative “Be the Change You Want to See”

1. BACKGROUND

Social Impact Bonds (SIB) is an innovative financial instrument designed to bring together the public, private and voluntary sectors to solve the prevailing challenges by having a clear focus upon delivering the outcomes we want to see. A social impact bond (SIB) is a fairly new result-based financial instrument, where outcome payers agree to pay and reward investors only if agreed-upon outcomes are achieved. The idea is to engage private capital in funding social/environmental/development projects with a possibility for a financial return. The public sector institutions agree that if the bond succeeds in achieving the agreed outcomes, the investors will get their capital back and a possible financial return. The financial return is dependent on the degree to which outcomes improve the initial situation.

The first SIB was launched in September 2010 at Peterborough Prison to fund rehabilitation services for short-sentence prisoners released from the prison, with the express aim of reducing reoffending post-release. In addition, other social impact bonds are currently being designed and/or implemented for example in early childhood education, global health, and workforce development, including recidivism and employment.

Currently UNDP is developing a pilot SIB to tackle the youth (13-18) physical inactivity in Rustavi in cooperation with the Rustavi Mayor's Office and Public Service Development Agency (PSDA). More specifically, the overall goal of the initiative is to decrease the prevalence of chronic diseases caused by the physical inactivity among youth. The specific objectives envisage increasing free time physical activity among youth, promoting public premises as active lifestyle fostering platform and enabling youth and their families to have a voice in active-lifestyle policy planning and implementation. Currently, more than 8,186 youth reside in the city of Rustavi with only 1,200 of them engaged in sports activities. Therefore, the aforementioned aims are crucial.

Social Impact Bond, as a multi-stakeholder mechanism, includes numerous parties, like commissioners, investors, outcome payers, service providers and beneficiaries. In this particular SIB in Rustavi, the Mayor's Office is a commissioner and outcome payer, while investors and service providers need to be identified. Moreover, Rustavi Mayor's Office is heavily engaged in designing the pilot initiative and exploring potential stakeholders in the SIB process.

2. OBJECTIVES OF THE ASSIGNMENT

The main goal of the baseline study is to map current physical activity level of youth in Rustavi. For this purpose, the research will:

- Map daily time (hrs) youth (13-18) spend on being physically active
- Learn parents' attitude on their children's engagement in physical activities
- Map usage of available public premises by local youth
- Measure level of parents' engagement in local youth policy planning
- Calculate time of youth spent on being physically active per day
- What are the reasons of physical activity/inactivity of youth

3. METHODOLOGY

The contracted research company/institution will work together with the SIB piloting team in the preparation of a methodology to answer the key research questions outlined above, as well as any other pertinent questions that may arise to adequately assess the baseline. The research company/institution must take into account UNDP Monitoring and Evaluation Guidelines and relevant programmatic documents, which will be supplied to the consultant at the beginning of the assignment.

The study will utilize primary form of research:

- a) Primary research – aimed at forming new knowledge by collecting information across Rustavi. Primary research will gather data from primary sources. It will be conducted through various methods such as (but not necessarily limited to):
 - Quantitative data collection and analysis;
 - Key informant interviews (KIIs), semi-structured interviews, stakeholder consultations and other participatory methods;
 - Focus Group Discussions (FGDs) with different stakeholders;
 - Individual case studies through in-depth discussions with various levels of stakeholders and institutions engaged;
 - Direct observation with standard observation grid.

4. SPECIFIC ACTIVITIES

The contracted research company/institution will undertake the following tasks:

- Review Social Impact bond concept;
- Review and summarize existing data on the main research questions for the target areas and propose methodology for tracking these (each) questions;
- Finalize methodology and discuss sampling with SIB team
- Develop and pilot/test quantitative survey questionnaires;
- Obtain approval from designated UNDP staff on methodology (research components, sampling design/size) and questionnaires for quantitative survey(s), qualitative survey guidelines;
- Plan and conduct a series of activities per the approved methodology;
- Summarize baseline study results in analytical and technical reports.

Sampling Design

While planning the quantitative surveys (especially the sampling design), the survey should be representative on Rustavi level. (95% confidence level, sample size - 367 youth)

Data Analysis

The research should, where possible, take into account variations in responses according to:

- Gender;
- Age;
- Geographic division (district in Rustavi);
- Type of physical activities (as applicable);
- Proximity to the available public premises;

5. EXPECTED OUTPUTS AND DELIVARABLES

The contracted research company/institution will be expected to provide the following outputs/deliverables:

- ✓ Inception Report including finalized survey methodology (comprising of data collection matrix, data sources, measurement methods and draft questionnaires) and work plan;
- ✓ Final data collection instruments (piloted and revised quantitative survey questionnaires, qualitative survey guidelines);
- ✓ Final cleaned databases of quantitative surveys, transcripts of Key In-depth Interviews, semi-structured interviews and focus groups;
- ✓ Draft Analytical Report, draft Mission Report:
- Draft Analytical Report including description of methodology, findings, conclusions, lessons learnt and recommendations;
- Draft Mission Report describing the study procedures (planning phase, data collection, field control, data cleaning and analysis), challenges faced, accomplishments and respective recommendations;
- ✓ Final Analytical Report and final Mission Report: upon incorporating feedback and comments from UNDP and relevant stakeholders, provide final Analytical and Mission Report.

The contracted company/institution is responsible to provide detailed and professional reporting that addresses the specific objectives of the survey, and includes specific recommendations. The reports must be in English, clearly and concisely addressing the information outlined above.

6. TIMETABLE

The research should be conducted tentatively during July 2018 – October 2018. Detailed plan of the research will be agreed upon with UNDP Georgia during the first week of the consultancy work. The research company/institution is expected to deliver the outputs/deliverables according to the following schedule:

Deliverable	Content	Timing
Inception Report	Finalized sampling and work plan	Within one week of the contract commencement
Survey instruments	Final data collection instruments (piloted and revised quantitative survey questionnaires, qualitative survey guidelines).	Within two weeks of the contract commencement
Survey databases and transcripts	Final cleaned databases of quantitative surveys, transcripts of Key In-depth Interviews, semi-structured interviews and focus groups	Within seven weeks of the contract commencement
Draft Analytical Report and draft Mission Report;	Draft Analytical report with description of methodology, detailed interpretation of collected data, set of conclusions, recommendations and lessons. Draft Mission report describing the study procedures (planning phase, data collection, field control, data cleaning and analysis), challenges faced, accomplishments and respective recommendations.	Within nine weeks of the contract commencement
Final Analytical Report and Mission Report;	Upon incorporating feedback and comments from UNDP and relevant stakeholders provide final Analytical and Mission Reports.	Within ten weeks of the contract commencement

Relevant documents/information regarding the project will be made available by UNDP to the Service Provider at the time of engagement.

7. Institutional Arrangement

7.1 SUPERVISION

The work of service provider will be directly supervised by GRF/PAR Capacity Assessment, Evaluation and Monitoring Specialist/Social Impact Bond focal point in coordination with UNDP Assistant Resident Representative. The service provider will be directly responsible to, reporting to, seeking approval from, and obtaining certificate of acceptance of outputs from the above-mentioned persons. In addition, the respective UNDP team will be responsible to share relevant documents, contact details and other necessary information with the service provider for accomplishment of the work.

7.2 REPORTING

The service provider, in addition to the deliverables, is expected to provide monthly progress updates and report (verbally or in writing) on the status of the assignment if/when requested by UNDP.

7.3 DURATION OF THE WORK

Duration of consultancy service is expected to be up to ten weeks in the period during July-October 2018

7.4 LOCATION OF WORK

Location of work is Rustavi, Georgia.

8. *Qualifications of the Successful Service Provider at Various Levels*

8.1 EXPERTISE OF THE SERVICE PROVIDER

The service provider must demonstrate the capacity and ability to manage and carry out the baseline survey financial capacity, general management, availability of qualified professional staff, and the ability to administer complex surveys. The ability to provide the required equipment and furnishings is also required. Thus, service provider should demonstrate:

- Profile – describing the nature of business, field of expertise, licenses, certifications, accreditations; Business Licenses – Registration Papers, Tax Payment Certification, etc.
- Track Record – list of clients for similar services as those required by UNDP, indicating description of contract scope, contract duration, contract value, contact references;
- At least 7 years' experience in the area of polling and country-wide quantitative surveys (minimum requirement);
- At least five projects conducted using Focus Groups and Key In-depth interviews (minimum requirement);
- At least 3 projects conducted in similar research area (youth-related issues,) (minimum requirement);
- Experience in implementing at least 3 surveys, financed by bilateral donor and/or international organizations (minimum requirement);
- Human resources capacity – organization employs a minimum of three key experts on research topic (minimum requirement);
- No debts towards budget exist (minimum requirement);
- Annual financial turnover-minimum GEL 200,000 (per year) during the last 2 years (minimum requirement);
- Having at least 2 letters of recommendation from previous contract providers in the similar projects (minimum requirement);
- A letter of recommendation from an international/donor organization will be an asset
- Use of survey data processing software (primarily SPSS and/or STATA software) (minimum requirement)

8.2 KEY PERSONNEL

The company/institution should provide an organization chart of the team structure, together with a description of the composition of the team and task assignment. The company/institution should present the following information and documents:

- a) *Names and qualifications of the key personnel that will perform the services;*

- b) *CVs demonstrating qualifications of key personnel;*
- c) *Written confirmation from each personnel that they are available for the entire duration of the contract.*

The Service Provider team should include the following key experts with relevant experience:

At minimum:

- e) **Project Coordinator**
 - At least five years of relevant work experience in management and coordination of quantitative and qualitative survey projects (**minimum requirement**);
- f) **Senior Expert**
 - At least 5 years of relevant work experience in the field of youth within the country (**minimum requirement**);
- g) **Researcher**
 - At least five years of relevant work experience in designing the questionnaires and survey guidelines, providing quantitative and qualitative data analysis and analytical reporting (**minimum requirement**);
- h) **Data analyst**
 - At least five years of relevant work experience in sampling and statistical analysis of data (**minimum requirement**);

8.3 Recommended Presentation of Proposal

The Proposal should be submitted according to the forms and instructions given in the RFP.

8.4 Criteria for Selecting the Best Offer

Selection of service provider will be based on Combined Scoring method – where the qualifications and methodology (Technical Proposal) will be weighted a maximum of 70%, and combined with the price offer (Financial Proposal) which will be weighted a maximum of 30%.

Technical Proposal Evaluation Form

Summary of Technical Proposal Evaluation Forms		Score Weight	Points Obtainable
1.	Expertise of Firm / Organization	20%	200
2.	Proposed Methodology, Approach and Implementation Plan	30%	300
3.	Management Structure and Key Personnel	20%	200
Total			700

Technical Proposal Evaluation Form 1			Points obtainable
Expertise of the Firm/Organization			
1.1.	Experience in conducting of country-wide quantitative and qualitative surveys in Georgia	Sub-score	170
1.1.1.	At least 7 years' experience in the area of polling and country-wide quantitative surveys (minimum requirement) - Minimum 7 years of experience: 30 points - 8 and more years of experience: 50 points	50	
1.1.2.	At least 5 projects conducted using Focus Groups and Key In-depth Interviews (minimum requirement) - Minimum 5 projects: 30 points - 6 and more projects: 40 points	40	
1.1.3.	At least 3 projects conducted in similar research area (youth-related issues,) (minimum requirement) - Minimum 3 projects: 25 points - 4 and more projects: 40 points	40	
1.1.4.	Experience in implementing at least 3 surveys, financed by bilateral donor and/or international organizations (minimum requirement) - Minimum 3 surveys: 20 points - 4 and more surveys: 40 points	40	
1.2.	Institutional capacity	Sub-score	20
1.2.1.	No debts towards budget exist (minimum requirement)	5	
1.2.2.	Annual financial turnover-minimum GEL 200,000 (per year) during the last 2 years (minimum requirement).	5	
1.2.3.	Use of survey data processing software (primarily SPSS and/or STATA software) (minimum requirement)	5	
1.2.4.	Human resources capacity – organization employs a minimum of three key experts on research topic (minimum requirement);	5	
1.3.	Recommendations	Sub-score	10
1.3.1.	At least 2 letters of recommendation from previous contract providers (minimum requirement)	5	
1.3.2.	A letter of recommendation from an international/donor organization will be an asset	5	
Total			200

Technical Proposal Evaluation Form 2		Points Obtainable
Proposed Methodology, Approach and Implementation Plan		
2.1	The proposer has presented methodology, approach, implementation plan in sufficient detail Presented documents demonstrate full understanding of the task – 100 points Presented documents demonstrate fair understanding of the task – 75 points (minimum requirement)	100
2.2	Have the important aspects of the task been addressed in sufficient detail? Fully addressed – 100 points Fairly addressed – 70 points (minimum requirement)	100
2.3	Is the presentation clear and is the sequence of activities and the planning logical, realistic and promise efficient implementation to the project? Fully addressed – 100 Points Fairly addressed – 75 Points (minimum requirement)	100
		300

Technical Proposal Evaluation Form 3			Points Obtainable
Management Structure and Key Personnel			
3.1	Project Coordinator		50
	Minimum 5 years of experience of management and coordination of quantitative and qualitative survey projects (minimum requirement)	35	
	More than 5 years of experience of management and coordination of quantitative and qualitative survey projects	50	
3.2	Senior Expert		50
	Minimum 5 years of working experience in the field of youth within the country (minimum requirement)	35	
	- More than 5 years of working experience in the field of youth within the country	50	
3.3	Key Expert 1 (Researcher)		50
	Minimum 5 years of working experience in designing the questionnaires and survey guidelines, providing quantitative and qualitative data analysis and analytical reporting (minimum requirement)	35	
	More than 5 years of working experience in designing the questionnaires and survey guidelines, providing quantitative and qualitative data analysis and analytical reporting	50	
3.4	Key Expert 2 (Data Analyst)		50
	Minimum 5 years of working experience in sampling and statistical analysis of data (minimum requirement)	35	
	More than 5 years of working experience in sampling and statistical analysis of data	50	
Total			200

