



REQUEST FOR PROPOSAL (RFP)

Dear Sir / Madam:

We kindly request you to submit your Proposal for **Mid-Term Study on the Current Status of the Public Administration Reform**

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

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

username: event.guest

password: why2change

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

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

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

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

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

The Proposal that complies with all 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:

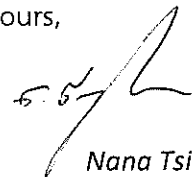
<http://www.undp.org/content/undp/en/home/operations/procurement/protestandsanctions/>

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

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

Thank you and we look forward to receiving your Proposal.

Sincerely yours,



Nana Tsiklauri

Supporting Public Administration Reform in Georgia

11/6/2018

Description of Requirements

Context of the Requirement	<p>In 2016 UNDP Georgia rolled out a multi-year project “Supporting Public Administration Reform in Georgia”, funded by the UK Government. The project addresses complementary, but distinct, set of specific, predetermined needs in three crucial areas of the ongoing Public Administration Reform (PAR) - Policy Development and Cooperation; Civil Service and Human Resource Management and Service Delivery, as stipulated by the PAR Reform Roadmap 2020. The initiative intends to sustain, support, and build key institutions and processes required for advancing Public Administration Reform by offering consultancy, capacity building, technical assistance, etc.</p> <p>The goal of this project is to enhance the capability of the Government of Georgia to implement its national development agenda through a more effective, professionally trained, unified and independent public administration that delivers public services with greater accountability and responsiveness to citizens’ needs.</p> <p>The main goal of the mid-term review is to collect, analyze, and provide information on the current status of public administration reform in the areas of policy development and cooperation, civil service and human resource management, and service delivery. For this purpose, the research will consist of:</p> <ol style="list-style-type: none"> 1. Mapping of stakeholders, procedures and resources involved in the public administration reform implementation process – to analyze the capacity and implementation approaches of the stakeholders involved in the public administration reform implementation process while considering the socio-economic and political conditions of the country. Specifically: map the processes, stakeholders (implementing agencies/partners, donors, academia, civil society and other interested parties) engaged in implementation of public administration reform, their contributions, institutional capacities, resources (financial, human) and analyze the interaction of political and economic processes in a society; 2. Attitudes and awareness of civil servants – define, measure, and map the levels of civil servants’ job satisfaction, their understanding/awareness of the reform, and their levels of support for promoting changes associated with Civil Service Reform; 3. Public opinion on civil service – study public attitudes about the independence and credibility of the civil service. <p>It is noteworthy that the mid-term research will utilize a framework developed in the “PAR Baseline Study”¹ and survey instruments will be modified as needed. The consultancy envisages capitalizing on the above-stated instruments and does not encompass elaborating questionnaires from scratch.</p>
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¹ http://www.ge.undp.org/content/georgia/en/home/library/democratic_governance/supporting-public-administration-in-georgia--civil-servants--and.html

	<i>The detailed information is given in Term of Reference (TOR) Annex 4</i>
Implementing Partner of UNDP	N/A
Brief Description of the Required Services	Conducting a Mid-Term Study on the Current Status of the Public Administration Reform
List and Description of Expected Outputs to be Delivered	<p>The contracted research company/institution will be expected to provide the following outputs/deliverables:</p> <ul style="list-style-type: none"> ✓ An Inception Report that includes a finalized survey methodology (comprising of data collection matrix, data sources, measurement methods and draft questionnaires) and a 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; ✓ A Draft of the Analytical Report, and a draft of the Mission Report: <ul style="list-style-type: none"> - A Draft of the Analytical Report including description of methodology, findings, conclusions, lessons learnt, and recommendations (including separate chapters on stakeholder mapping, political economy analysis, civil servants survey and public opinion survey); - Draft Mission Report describing the study procedures (planning phase, data collection, field control, data cleaning and analysis), challenges faced, accomplishments and respective recommendations; ✓ A Final Analytical Report, and a final Mission Report: upon incorporating feedback and comments from UNDP and relevant stakeholders, to then provide final Analytical and Mission Reports. <p>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.</p>
Person to Supervise the Work/Performance of the Service Provider	Nana Tsiklauri - Supporting Public Administration Reform in Georgia Project Manager, Maya Giorbelidze – Capacity Assessment, M&E Specialist
Frequency of Reporting	Upon Deliverables. Final Activity Report shall be submitted to UNDP within one week upon completion of all activities under the contract.
Progress Reporting Requirements	N/A
Location of work	<input checked="" type="checkbox"/> Georgia
Expected duration of work	5 months after signing of the contract
Target start date	5 December 2018

Latest completion date	4 April 2019																				
Travels Expected	As required																				
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. UN exchange rate shall be applicable to any necessary currency conversions.																				
Value Added Tax on Price Proposal	<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>Inception Report</td><td>10%</td><td>2 weeks after contract commencement</td><td rowspan="5">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>Final data collection instruments</td><td>30%</td><td>3 weeks after contract commencement</td></tr> <tr> <td>Final cleaned databases and transcripts</td><td>10%</td><td>7 weeks after contract commencement</td></tr> <tr> <td>Draft Analytical report and draft Mission report</td><td>20%</td><td>9 weeks after contract commencement</td></tr> <tr> <td>Final Analytical Report and Mission Report</td><td>30%</td><td>15 weeks after contract commencement</td></tr> </tbody> </table>	Outputs	Percentage	Timing	Condition for Payment Release	Inception Report	10%	2 weeks after contract commencement	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.	Final data collection instruments	30%	3 weeks after contract commencement	Final cleaned databases and transcripts	10%	7 weeks after contract commencement	Draft Analytical report and draft Mission report	20%	9 weeks after contract commencement	Final Analytical Report and Mission Report	30%	15 weeks after contract commencement
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Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment	Supporting Public Administration Reform in Georgia Project Manager, Capacity Assessment, M&E Specialist and Democratic Governance Team Leader																				
Type of Contract to be Signed	<input checked="" type="checkbox"/> Contract for Professional Services																				
Criteria for Contract Award	<input checked="" type="checkbox"/> Highest Combined Score (based on the 70% technical offer and 30% price weight distribution) <input checked="" type="checkbox"/> Full acceptance of the UNDP Contract General Terms and Conditions (GTC). This is a mandatory criterion and cannot be deleted regardless of the																				

	nature of services required. Non acceptance of the GTC may be grounds for the rejection of the Proposal.
Criteria for the Assessment of Proposal	<p>Technical Proposal (70%)</p> <p><input type="checkbox"/> Expertise of the Firm 35%</p> <p><input type="checkbox"/> Methodology, Its Appropriateness to the Condition and Timeliness of the Implementation Plan 35%</p> <p><input type="checkbox"/> Management Structure and Qualification of Key Personnel 30%</p> <p>Financial Proposal (30%)</p> <p>To be computed as a ratio of the Proposal's offer to the lowest price among the proposals received by UNDP.</p>
UNDP will award the contract to:	<input checked="" type="checkbox"/> One and only one Service Provider
Annexes to this RFP	<p><input checked="" type="checkbox"/> Form for Submission of Proposal (Annex 2)</p> <p><input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 3)</p> <p><input checked="" type="checkbox"/> Detailed TOR (Annex 4)</p> <p><input checked="" type="checkbox"/> Technical Proposal Evaluation Form (Annex 5)</p>
Contact Person for Inquiries (Written inquiries only) ²	<p>Nino Chanturia</p> <p>Project Admin/Finance Associate</p> <p>nino.chanturia@undp.org</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>
Other Information [pls. specify]	

² This contact person and address is officially designated by UNDP. If inquiries are sent to other person/s or address/es, even if they are UNDP staff, UNDP shall have no obligation to respond nor can UNDP confirm that the query was received.

FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL³*(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery⁴)*Tbilisi
[insert: Date]

To: Nana Tsiklauri – Supporting Public Administration Reform In Georgia
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 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;
- Business Licenses – Tax Payment Certification, etc.
- A document certifying the registration of an entity;
- Detailed Bank Requisites;
- 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.
- Bank letter certifying annual financial turnover-minimum USD 150,000 (per year) during the last 2 years **(minimum requirement);**
- Financial capacity - no debts towards budget exist **(minimum requirement);**
- Relevant experience of the offeror shall be demonstrated by:**
 - At least 7 years' experience in the area of polling and country-wide quantitative surveys **(minimum requirement);**
 - At least 5 projects conducted using Focus Groups and Key In-depth Interviews **(minimum requirement);**
 - At least 3 projects conducted in similar research areas (public administration, policy development, human resource management, civil service, public service delivery, rule of law, government accountability/effectiveness, or in related areas) **(minimum requirement);**
 - At least 2 organizational surveys/studies (i.e. assessments of job satisfaction, institutional capacity, etc.) conducted **(minimum requirement);**
 - Experience in implementing surveys, financed by bilateral donors and/or international organizations would be an asset;
 - Experience of conducting at least 3 surveys for state/government agencies **(minimum requirement);**
 - Expertise in gender analysis would be considered a considerable asset
 - Use of survey data processing software (primarily SPSS and/or STATA software) **(minimum requirement);**
 - Use of Computer-Assisted Personal Interviewing (CAPI) technique and/or other innovative tools

³ This serves as a guide to the Service Provider in preparing the Proposal.

⁴ Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

conducive for effective implementation of the study will be an asset.

- Statement of satisfactory performance of at least of two (2) clients confirming that bidder successful completed assignments similar to the subject of the RFP **(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. (See details in Terms of Reference Annex 4)

C. Qualifications of Key Personnel

Project Coordinator – with at least 5 years of experience of management and coordination of quantitative and qualitative survey projects **(minimum requirement)**;

2) Public Administration Expert - with at least 10 years of working experience in the field of public administration, civil service (including experience providing consultancy services in this regard) **(minimum requirement)**;

3) Expert in Gender – with at least 5 years of working experience in gender analysis and gender mainstreaming **(minimum requirement)**;

4) Quantitative and Qualitative Data Analyst – with at least 5 years of working experience in designing the questionnaires and survey guidelines, providing quantitative and qualitative data analysis and analytical reporting **(minimum requirement)**;

5) Expert in Statistics and Sampling - with at least 5 years of 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, Final data collection instruments)	40%	
2	Deliverable 3-4 (Final cleaned databases and transcripts, Draft Analytical report and draft Mission report)	30%	
3	Deliverable -5 (Final Analytical Report and Mission Report)	30%	
	Total	100%	

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

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

Description of Activity	Remuneration per Unit of Time (day*)	Total Period of Engagement (day*)	No. of Personnel	Total Rate
1. Key Staff Remuneration				
Project Coordinator				
Public Administration Expert				
Expert in Gender				
Quantitative and Qualitative Data Analyst				
Expert in Statistics and Sampling				

2. Public Opinion Survey				
Interviewer				
Travel/Transportation				
Per Diem/Accommodation				
Other costs (pls. specify**)				
3. Civil Servants' Survey				
Interviewer				
Travel/Transportation				
Per Diem/Accommodation				
Other costs (pls. Specify**)				
4. Focus Groups				
Moderator				
Travel/Transportation				
Per Diem/Accommodation				
Other costs (pls. Specify**)				
5. Key Informant Interviews				
Interviewer				
Travel/Transportation				
Per Diem/Accommodation				
Other costs (pls. Specify**)				
Project Total Cost (Excluding VAT)				

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

** Under other costs company 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 review and approval from UNDP side.

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

[Designation]

[Date]

General Terms and Conditions for Services

1.0 LEGAL STATUS:

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

2.0 SOURCE OF INSTRUCTIONS:

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

A. Project Title

Conducting a Mid-Term Study on the Current Status of the Public Administration Reform

B. Project Description

B.1. BACKGROUND

In 2016 UNDP Georgia rolled out a multi-year project “Supporting Public Administration Reform in Georgia”, funded by the UK Government. The project addresses complementary, but distinct, set of specific, predetermined needs in three crucial areas of the ongoing Public Administration Reform (PAR) - Policy Development and Cooperation; Civil Service and Human Resource Management and Service Delivery, as stipulated by the PAR Reform Roadmap 2020. The initiative intends to sustain, support, and build key institutions and processes required for advancing Public Administration Reform by offering consultancy, capacity building, technical assistance, etc.

The goal of this project is to enhance the capability of the Government of Georgia to implement its national development agenda through a more effective, professionally trained, unified and independent public administration that delivers public services with greater accountability and responsiveness to citizens’ needs. The following outputs contribute to achieve the stated goal:

Output 1 Policy Development and Coordination: Administration of the Government of Georgia (AoG) ready to effectively manage (plan and implement) and guide (monitor and evaluate) PAR process

Output 2 Civil Service and Human Resource Management: Professional civil service established by strategically managed process, civil servants uniformly trained, and mechanisms established to protect from arbitrary decisions.

Output 3 Service delivery: Quality services delivered based on innovative, consistent, and replicable methodology, as well as the analysis of usage data patterns and consumer feedback

More specifically:

Output 1: Policy Development and Coordination

Output 1 aims to develop the policy making process in the country and enhance policy planning and coordination, by strengthening the capacity of the policy units of line Ministries and closely cooperating with the AoG so that the latter can effectively manage and guide the PAR process. Policy planning and Monitoring and Evaluation mechanisms will be strengthened through the development and operation of a tool for government-wide, holistic tracking and monitoring of whole-of-government level programs.

Output 2: Civil Service and HR Management

Output 2 aims to support the development of an increasingly professional, uniformly trained civil service that is protected from arbitrary decisions. This output will be achieved by: using interactive trainings to increase knowledge and awareness among civil servants about ongoing civil service reform and its implications; the implementation of a Change Management Plan developed based on a Change Management Readiness Assessment; the operationalization of a Unified Civil Servants Training System; the introduction of a staff performance appraisal system based on effective international models; the development of tools for alternative dispute resolution mechanisms and engagement of civil society organizations to provide evidence and practical solutions to enhance policy planning, civil service reform

and public service delivery.

Output 3: Service Delivery

Output 3 aims at: developing Common Standards and Principles of Public Service Delivery through commissioning a baseline study of the current service delivery practices which will help identify and select the best-suited service delivery and quality assurance model that can be used for improving and streamlining service delivery in public service provider organizations in Georgia; establishing a Competence Centre on e-governance to serve as a key marketing, training and advisory institution to promote Georgian e-government best practices and e-government solutions in the country and abroad; integrating citizen feedback into the development of online services. Under the GoG e-governance strategy it is planned to further develop My.gov.ge as the meta-platform for offering all electronic services through the use of an electronic ID card. The activities will include expanding communication efforts to help better integrate customer feedback and improve customer support by offering telephone/online help-lines, advancing quality of e-services, and progressively ensuring that all government services are also available online.

The PAR project was launched in 2016 and will be implemented through December 2020. Additional information on the project can be accessed at

<http://www.ge.undp.org/content/georgia/en/home/projects/supporting-public-administration-reform-in-georgia.html>

B.2. RATIONALE

The main goal of the mid-term review is to collect, analyze, and provide information on the current status of public administration reform in the areas of policy development and cooperation, civil service and human resource management, and service delivery. For this purpose, the research will consist of:

5. **Mapping of stakeholders, procedures and resources involved in the public administration reform implementation process** – to analyze the capacity and implementation approaches of the stakeholders involved in the public administration reform implementation process while considering the socio-economic and political conditions of the country. Specifically: map the processes, stakeholders (implementing agencies/partners, donors, academia, civil society and other interested parties) engaged in implementation of public administration reform, their contributions, institutional capacities, resources (financial, human) and analyze the interaction of political and economic processes in a society;
6. **Attitudes and awareness of civil servants** – define, measure, and map the levels of civil servants' job satisfaction, their understanding/awareness of the reform, and their levels of support for promoting changes associated with Civil Service Reform;
7. **Public opinion on civil service** – study public attitudes about the independence and credibility of the civil service.

It is noteworthy that the mid-term research will utilize a framework developed in the "PAR Baseline Study"⁵ and survey instruments will be modified as needed. The consultancy envisages capitalizing on the above-stated instruments and does not encompass elaborating questionnaires from scratch.

B.3. OBJECTIVES OF THE RESEARCH

The objective of the consultancy is to collect and analyze the information on the following issues, but it is not limited to:

1. **Mapping stakeholders, procedures, and resources involved in public administration reform**

⁵ http://www.ge.undp.org/content/georgia/en/home/library/democratic_governance/supporting-public-administration-in-georgia--civil-servants--and.html

implementation process

- **Stakeholders:**

- Key stakeholders (including state and non-state agencies) involved in planning and implementing processes, and their respective skill levels for effectively managing/engaging in these processes;
- External stakeholders' and donors' awareness of PAR progress, methods used by external stakeholders and donors to inform their awareness, intensity of donor coordination meetings and responsiveness from the government;
- The participation of Civil Society Organizations (CSOs) and academic institutions in PAR reform, any findings from academic and/or CSOs studies incorporated in PAR reform approaches.

- **Policy and planning capacity:**

- Existing procedures, processes, and practices for horizontal and vertical communication in policy-making and planning processes;
- Existing processes and practices for development planning;
- The integration of human resources needs and capacity in policy and planning; The methods used to assess the necessary resources required for specific tasks and how is this assessment is supported by physical, informational and social infrastructure
- The impact of newly-introduced rules and regulations on communication, policy and planning processes;
- The practices used by each agency for information dissemination; the level of flexibility of the CSB in adapting policies in order to diversify and deepen reforms based on stakeholder feedback and systematic analysis of the implementation.
- Steps undertaken by state agencies to support inclusive policy-making;

- **Internal capacity:**

- The standards existing (if any) among the different public services, the ways different ministries coordinate delivering services, the quality assurance system;
- Technological tools used by agencies to provide public services, and areas for improvement; the rate of usage of e-governance platforms (my.gov.ge, government.ge, data.ge), and the proportion of public services offered through electronic platforms;
- The percentage of civil servants having sufficient knowledge of e-governance and the delivery of e-services; the training programs that currently exist to develop knowledge in e-governance and the delivery of e-services within the public sector;
- Existing tangible metrics to measure service delivery systems, both electronic and otherwise, their sustainability and replicability; existing programs, mechanisms and other opportunities provided by the government for citizens to offer feedback on service delivery; systems of "follow-up" that exist among agencies to address all relevant concerns directed to them;

- The ways that civil servants receive information about local development needs and opportunities, the mechanisms that allow them to attract programming and investment to their regions, and the flexibility level of such mechanisms;
- The ethical standards expected of and understood by civil servants, and how they are incorporated in training, management, disciplinary action and promotion;
- Standard jargon and terminology used by civil servants across different agencies.
- **Career management:**
 - The existing procedures and processes, as well as the level of professionalism and transparency in the recruitment process and career advancement;
 - Current mechanisms to review and audit the merit-based recruitment system and to protect civil servants from arbitrary decisions;
 - The criteria used for hiring, promoting and disciplining, the standards used in job evaluations, job descriptions, performance evaluation appraisals, career advancement decisions, and pay incentives;
 - The annual retention rate; the culture towards introducing innovation or change with respect to hiring practices and other HR mechanisms;
 - The mediation and dispute settlement mechanisms that currently exist at CSB and their effectiveness;
 - Gender sensitivity and the proportion of men and women among the employees.
- **Staff development:**
 - Training and on-boarding procedures routinely offered to the existing staff and new hires;
 - The annual intake of new entrants certified and trained and the number of civil servants annually re-trained; the current types of training for civil servants at all managerial levels, and the quality and effectiveness of these trainings;
 - The mechanisms used to incorporate new knowledge and lessons learned into institutional understanding, and whether practices of peer-to-peer learning are facilitated or hindered.

2. **Attitudes and Awareness of Civil Servants**

- Levels of motivation in civil service disaggregated by sex, age and position level;
- General levels of job satisfaction in civil service disaggregated by sex, age and position level;
- Levels of commitment in civil service disaggregated by sex, age and position level;
- Civil servants' opinion on:
 - The PAR reform process and level of awareness of PAR activities undertaken by other state agencies; the mechanisms the civil servants support and to promote change associated with civil service reform outside of their immediate duties, across all agencies involved; the share of AoG senior staff time dedicated to tracking progress towards PAR strategic objectives in relation to routine tasking;
 - Transparency levels and the criteria used for recruitment, promotion, disciplinary actions,

performance evaluation and pay incentives;

- Management styles, and ways they can articulate their expectations;
- Trainings and learning opportunities offered for qualification enhancement, and the quality and effectiveness of these trainings;
- Gender sensitive issues faced during civil servants' working experience at the civil service;
- The ways that civil servants receive information about urban/rural development needs and opportunities, the mechanisms that allow them to attract programming and investment and the level of flexibility of such mechanisms;
- The trainings on ethical standards provided for civil servants, and how those are incorporated into management, disciplinary action and promotion;
- The extent to which the civil servants feel protected/unprotected from arbitrary decisions;
- The level to which civil servants' buy-in to Service Delivery Standard Operating Procedures (SOP).

3. **Public Opinion Survey**

- Public opinion on policy development and cooperation, the degree to which the opinion of civil society influences policy development, citizens' perceptions regarding the level of inclusiveness/participation in policy-making process;
- The mechanisms used to communicate PAR to the population at large;
- The level of professionalism, independence from political maneuvers, and credibility of public service;
- The degree to which the public is buying into the Service Delivery Standard Operating Procedures (SOP);
- The level of citizen satisfaction with service delivery (including e-services), in terms of quality, efficiency, and their feelings of "ownership" and "participation"; the extent to which public services benefit men versus women, and the level of awareness of different services offered among the different genders (for particular services to be analyzed using secondary data/existing surveys).

C. Scope of Services, Expected Outputs and Target Completion

C.1. METHODOLOGY

The contracted research company/institution will work together with the project 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 mid-term picture. 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 final methodology should be approved by UNDP.

The study will utilize two major forms of research: background and primary.

- a) Background research – aimed at enhancing knowledge in regards to policy development and cooperation, civil service and human resource management, and service delivery under the Public

Administration reform process. Background research will use existing, secondary sources. It will be conducted through desk research on the situation of PAR, particularly in the three emphasized project areas and the review of existing survey data (particularly on citizens' satisfaction with public services and e-readiness assessment).

b) Primary research – aimed at forming new knowledge by collecting information across Georgia's civil services, stakeholders and citizens. 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 (public opinion survey, civil servants' survey);
- Key informant interviews (KIIs), semi-structured interviews, stakeholder consultations and other participatory methods;
- Focus Group Discussions (FGDs) with different Government and non-government institutions, donors and external stakeholders, and citizens and service delivery supply chain contributors, in order to obtain practical experiences in formulating the programme;
- Individual case studies through in-depth discussions with various levels of stakeholders and engaged institutions;
- Direct observation with a standard observation grid.

It is noteworthy that the mid-term research will utilize a framework developed in the "PAR Baseline Study"⁶ and survey instruments will be modified as needed.

Specific Activities

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

- The review of project documents, including documentation from previous interventions;
- The review and summarize existing data on the main research questions for the target areas and propose methodology for tracking these (each) questions;
- Finalization of the methodology and discussions with project staff on who should be the key informants and relevant stakeholders, ensuring a participative approach in data collection;
- To develop and pilot/test quantitative survey questionnaires;
- Obtaining approval from designated UNDP staff on methodology (research components, sampling design/size) and questionnaires for quantitative survey(s), qualitative survey guidelines;
- Planning and conducting a series of activities per the approved methodology;
- Summarizing mid-term results in analytical and technical reports.

Sampling Design

While planning the quantitative surveys (especially the sampling design), the following requirements should be considered:

- Public opinion survey should be representative on a regional level, so that it's possible to analyze the data by regions, rural/urban, and Tbilisi population.
- Civil servants' survey should cover 3 strata of civil servants: a) civil servants working at the administration of the President and Administration of Prime Minister; b) civil servants employed

⁶ http://www.ge.undp.org/content/georgia/en/home/library/democratic_governance/supporting-public-administration-in-georgia--civil-servants--and.html

at the ministries (including relevant LEPLs – Legal Entity of Public Law) and office of state minister; and c) regional and municipal government employees.

Data Analysis

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

- Gender;
- Age;
- Ethnicity;
- Disabilities;
- Employment, level of education;
- Economic status;
- Geographic division (urban/rural, region, municipality);
- Type of service received (as applicable);
- In case of civil servants – disaggregated by positions.

Gender analysis and assessment of outputs should take into account several issues. For instance, are there differences between women and men regarding:

- Roles and power related to decision making;
- The division of labour, formal and informal;
- Access to and control over services and opportunities;
- Participation/consultation and representation, as actors and beneficiaries including within politics and governance.

The survey will also generate mid-term information related to: obstacles and limitations for women in regard to promotion practices; access to business trips and training opportunities for women; bonus distribution practices; support service provision—related to both institutional/organizational environments as well as individual perceptions/awareness. The findings of the study will consequently be used in advocacy efforts to adjust respective policies to ensure gender balanced civil service.

C.2. EXPECTED OUTPUTS AND DELIVARABLES

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

- ✓ An Inception Report that includes a finalized survey methodology (comprising of data collection matrix, data sources, measurement methods and draft questionnaires) and a 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;
- ✓ A Draft of the Analytical Report, and a draft of the Mission Report:
 - A Draft of the Analytical Report including description of methodology, findings, conclusions, lessons learnt, and recommendations (including separate chapters on stakeholder mapping, political economy analysis, civil servants survey and public opinion survey);
 - Draft Mission Report describing the study procedures (planning phase, data collection, field control, data cleaning and analysis), challenges faced, accomplishments and respective recommendations;
- ✓ A Final Analytical Report, and a final Mission Report: upon incorporating feedback and comments from UNDP and relevant stakeholders, to then provide final Analytical and Mission Reports.

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.

TIMETABLE

The research should be conducted tentatively during December 2018 -April 2019. A 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 survey methodology (data collection matrix, data sources, measurement methods and draft questionnaires), and work plan.	Within 2 weeks of the contract commencement
Survey instruments	Final data collection instruments (piloted and revised quantitative survey questionnaires, qualitative survey guidelines).	Within 4 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 7 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 9 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 15 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.

E. Institutional Arrangement

E.1. SUPERVISION

The work of service provider will be directly supervised by the PAR Project Manager through Capacity Assessment, Monitoring and Evaluation Specialist. 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 PAR Project Manager, Capacity Assessment, Monitoring and Evaluation Specialist and respective PAR team members will be responsible for sharing relevant documents, contact details and other necessary information with the service provider in order to accomplish the mid-term review.

E.2. IMPLEMENTING PARTNERS

During the Mid-term review, the service provider is expected to interact with/interview the implementing partners of the “Supporting Public Administration Reform Fund” project, including: Administration of the Government of Georgia (AoG), including the Policy Planning Unit (PPU), Civil Service Bureau (CSB); Ministry of Justice – LEPL Public Service Development Agency (PSDA), LEPL Data Exchange Agency (DEA) and other line ministries, public agencies, and civil society organizations, whose list and contact details will be provided to the service provider by the commencement of the contract.

F. Duration of the Work

The duration of the consultancy service is expected to last for 15 weeks, starting in the beginning of December 2018 and ending by April 2019.

G. Location of Work

The mid-term data collection should be conducted countrywide, including the regions (urban as well as rural areas) and Tbilisi.

H. Qualifications of the Successful Service Provider at Various Levels

Please, kindly refer to Annex 2 (Form for Submitting Service Provider’s Proposal) Section A (Qualification Service Provider) B (Proposed Methodology) and C (Qualification of Key Personnel)

I. Scope of Proposal Price and Schedule of Payments

The contract price will be a fixed output-based price regardless of extension of the herein specific duration. Transactions will be made according to the following deliverable schedule:

Deliverables	%	Timing
1. Inception Report	10%	2 weeks after contract commencement
2. Final data collection instruments	30%	3 weeks after contract commencement
3. Final cleaned databases and transcripts	10%	7 weeks after contract commencement
4. Draft Analytical report and draft Mission report;	20%	9 weeks after contract commencement
5. Final Analytical Report and Mission Report	30%	15 weeks after contract commencement

J. Recommended Presentation of Proposal

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

K. Criteria for Selecting the Best Offer

Selection of service provider will be based on the 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%. The Technical Proposal sub-sections will be scored according to the following weights:

Summary of Technical Proposal Evaluation		Score Weight	Points Obtainable
1.	Expertise of Firm / Organization	35%	350
2.	Proposed Methodology, Approach and Implementation Plan	35%	350
3.	Management Structure and Key Personnel	30%	300
Total			1000

Final scores are calculated in the following way:

Rating the Technical Proposal (TP):

$$\text{TP Rating} = (\text{Total Score Obtained by the Offer} / \text{Max. Obtainable Score for TP}) \times 100$$

Rating the Financial Proposal (FP):

$$\text{FP Rating} = (\text{Lowest Priced Offer} / \text{Price of the Offer Being Reviewed}) \times 100$$

Total Combined Score:

$$\begin{aligned} & (\text{TP Rating}) \times (\text{Weight of TP, e.g. 70\%}) \\ & + (\text{FP Rating}) \times (\text{Weight of FP, e.g., 30\%}) \\ & \text{Total Combined and Final Rating of the Proposal} \end{aligned}$$

Technical Proposal Evaluation Form

Summary of Technical Proposal Evaluation Forms		Score Weight	Points Obtainable
1.	Expertise of Firm / Organization	35%	350
2.	Proposed Methodology, Approach and Implementation Plan	35%	350
3.	Management Structure and Key Personnel	30%	300
Total			1000

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	200
1.1.1.	At least 7 years' experience in the area of polling and country-wide quantitative surveys - Minimum 7 years of experience: 35 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 5 projects: 25 points - 6 and more projects: 40 points	40	
1.1.3.	At least 3 projects conducted in similar research area (public administration, policy development, human resource management, civil service, public service delivery, rule of law, government accountability/ effectiveness or related areas) - Minimum 3 projects: 25 points - 4 and more projects: 40 points	40	
1.1.4.	At least 2 organizational surveys/studies (i.e. assessments of job satisfaction, institutional capacity, etc.) conducted - Minimum 2 surveys: 15 points - 3 and more surveys: 20 points	20	
1.1.5.	Experience in implementing surveys, financed by bilateral donor and/or international organizations will be an asset	10	
1.1.6.	Experience of conducting at least 3 surveys for state/government agencies - Minimum 3 surveys: 15 points - 4 and more surveys: 30 points	30	
1.1.7.	Expertise in gender analysis would be considered an asset	10	
1.2.	Institutional capacity	Sub-score	80
1.2.1.	No debts towards budget exist (<i>minimum requirement</i>)	20	
1.2.2.	Bank letter certifying annual financial turnover-minimum USD 150,000 (per year) during the last 2 years (<i>minimum requirement</i>)	20	
1.2.3.	Use of survey data processing software (primarily SPSS and/or STATA software) (<i>minimum requirement</i>)	25	
1.2.4.	Use of Computer-Assisted Personal Interviewing (CAPI) technique and/or other innovative tools for effective and efficient conduction of the study	15	

	will be considered as a strong asset		
1.3.	Recommendations	Sub-score	70
1.3.1.	Statement of satisfactory performance of at least of two (2) clients confirming that bidder successful completed assignments similar to the subject of the RFP (<i>minimum requirement</i>)	70	
Total			350

Technical Proposal Evaluation Form 2		Points Obtainable
Proposed Methodology, Approach and Implementation Plan		
2.1	To what degree does the Proposer understand the task? Full understanding – 40 (minimum)	40
2.2	Have the important aspects of the task (different components of the study) been addressed in sufficient detail? Fully addressed in sufficient detail – 40 (minimum) More sufficient details addressed – 60	60
2.3	Is the methodology well defined and does it correspond to the TOR? Sufficiently defined and corresponding – 40 (minimum) Exceeds the requirement – 70	70
2.4	Is the desk research approach well described and relevant to study purposes? Well described and relevant – 25 (minimum) Exceeds the requirement – 40	40
2.5	Is the sampling design for quantitative surveys clearly described and justified? Well described and justified – 25 (minimum) Exceeds the requirement – 40	40
2.6	Are the types of target respondents for the Focus Groups and Key In-depth Interviews clearly described and justified? Well described and justified – 10 (minimum) Exceeds the requirement – 20	20
2.7	Is the number of planned Focus Groups and Key In-depth Interviews justified? Fairly described and justified – 10 (minimum) Fully described and justified – 20	20
2.8	Are proposed tools for data processing and analysis described and relevant to study purposes? Fairly described and relevant – 10 (minimum) Fully described and relevant – 20	20
2.9	Is the implementation plan and timeline logical, realistic and promise effective and timely implementation to the midterm study? Fairly comprehensive – 25 (minimum) Fully comprehensive – 40	40
Total		350

Technical Proposal Evaluation Form 3		Points Obtainable
Management Structure and Key Personnel		
3.1	Project Coordinator	75
	- Minimum 5 years of experience of management and coordination of quantitative and qualitative survey projects	55
	- More than 5 years of experience of management and coordination of quantitative and qualitative survey projects	77
3.2	Public Administration Expert	90
	- Minimum 10 years of working experience in the field of public administration, civil service (including experience providing consultancy services in this regard) within the country	70

	- More than 10 years of working experience in the field of public administration, civil service (including experience providing consultancy services in this regard)	90	
3.3	Expert in Gender		45
	- Minimum 5 years of working experience in gender analysis and gender mainstreaming	30	
	- More than 5 years of working experience in gender analysis and gender mainstreaming	45	
3.4	Quantitative and Qualitative Data Analyst		45
	- Minimum 5 years of working experience in designing the questionnaires and survey guidelines, providing quantitative and qualitative data analysis and analytical reporting	35	
	- More than 5 years of working experience in designing the questionnaires and survey guidelines, providing quantitative and qualitative data analysis and analytical reporting	45	
3.5	Expert in Statistics and Sampling		45
	- Minimum 5 years of working experience in sampling and statistical analysis of data	35	
	- More than 5 years of working experience in sampling and statistical analysis of data	45	
	Total		300

Please note if the company does not comply any of the minimum requirements will be disqualified for further evaluation