



REQUEST FOR PROPOSAL (RFP)

Dear Sir / Madam:

We kindly request you to submit your Proposal for **Survey on Citizens' Satisfaction with Public Services in Georgia**.

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,



Tinatin Tkeshelashvili, Project Manager a.i.

Fostering Regional and Local Development in Georgia Phase 2

6/18/2019

Description of Requirements

Context of the Requirement	<p>Phase 2 of Fostering Regional and Local Development in Georgia (FRLD 2) project, covering the period of December 2017 – November 2021, was designed by UNDP with support of Swiss and Austrian Governments to respond to the existing development challenges.</p> <p>As demonstrated through the context analysis as well as the lessons learned from Phase 1 of the project intervention, while important achievements were made in terms of regional and local development, significant challenges still remain, particularly at the local level. Thus, FRLD 2 is aimed at building stronger Local Self Government (LSG) institutions with greater competences and capacities to act as catalysts for stimulating local economies, engaging citizens into local policy making, and designing and implementing people-centered initiatives benefiting women, men, youth, ethnic minorities, Internally Displaced Persons (IDP) and other population groups.</p> <p>During Phase 1, the project launched a nation-wide Survey on Citizens' Satisfaction with Public Services in Georgia. Three rounds of the survey administered in 2013, 2015, and 2017 were aimed at examining the Georgian citizens' views on the local public services delivered by the municipalities and central government and assess the degree of citizen's participation in decision-making and budget planning at the local level.</p> <p>To ensure comparability of the study results across the years, the current study will utilize the methodology developed during the previous rounds of the survey¹, capitalizing on the existing instruments and tools, while applying appropriate modifications to fully address the study objectives and the key research questions defined in respective sections of this document.</p> <p>The key areas to be explored and analyzed by the survey will encompass but will not be limited to the following:</p> <ul style="list-style-type: none"> - Types of public services provided by local and national authorities - The level of population's knowledge of and satisfaction with specific public services provided by local and national authorities - The level of population's satisfaction with the cost of public services - The level of population's satisfaction with performance and accountability of public authorities responsible for service delivery - The reasons for citizens' satisfaction or dissatisfaction with specific public services - The degree of population's participation in local decision-making and/or budget planning - Citizens' understanding of their rights and roles to engage in local decision-making, including LED - Population's perceptions of the extent to which decision-making at the local level is inclusive and responsive - Population's perceptions of improvement of public service delivery - Population's perceptions of local authorities' performance in general <p>For detailed information, please see Annex 4 - Term of Reference (ToR)</p>
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¹ http://www.ge.undp.org/content/georgia/en/home/library/democratic_governance/citizen-satisfaction-with-public-services-in-georgia--2017.html

Implementing Partner of UNDP	The Ministry of Regional Development and Infrastructure of Georgia
Brief Description of the Required Services	Conducting a survey on citizens' satisfaction with public services in Georgia
List and Description of Expected Outputs to be Delivered	<p>The contracted company/institution will be expected to provide the following outputs/deliverables:</p> <ul style="list-style-type: none"> i. Inception Report including a desk review and detailed sampling design, finalized methodology and instruments for quantitative and qualitative data collection (comprised of data collection matrix, data sources, measurement methods, survey questionnaires, guides for Key Informant Interviews (KII) and Focus Group Discussions (FGD) addressing the main research questions), a detailed work plan and timeline. ii. Final data collection instruments incorporating piloted and finalized survey questionnaires and KII/FGD guides. iii. Technical Report including a detailed description and analysis of the field work, including but not limited to: the final cleaned quantitative survey databases, KII/FGD transcripts, the definition of the target population sampled, percentage of national/regional population sampled, sample size per target group, the number of people excluded from the sample and the reasons for such exclusions, refusal and non-response rates, and typical reasons for both forms of non-participation. iv. Draft Analytical and Mission Reports. Draft Analytical Report shall incorporate description of the methodology, detailed interpretation and in-depth analysis of collected data, preliminary findings, set of conclusions, lessons learned and recommendations. Draft Mission Report shall describe the study procedures (planning phase, field work, data collection, data processing, cleansing and analysis), challenges faced and recommendations. v. Final Analytical and Mission Reports. Final Analytical Report shall capture the major findings, set of conclusions, lessons learned and recommendations from 2019 study in comparison with 2013, 2015, and 2017 survey results, identifying and analyzing the trends and significant variations, and providing recommendations for the next round of the survey to be administered by UNDP. Final Mission Report shall describe the study procedures (planning phase, field work, data collection, data processing, cleansing and analysis), challenges faced and recommendations. The final Analytical and Mission Reports must clearly and concisely address the information outlined in the ToR and incorporate the feedback and comments from UNDP and relevant stakeholders. vi. Report on Public Presentations providing a detailed description of Public Presentations to be arranged in the regions of Georgia to disseminate the findings of the study among the wider public. The report shall include information on the number of meeting participants, the key topics discussed, and recommendations deriving from the population's and stakeholders' feedback. <p>The contracted company/institution is responsible for ensuring detailed and professional reporting that addresses the study objectives and includes specific recommendations.</p>
Person to Supervise the Work/Performance of the Service Provider	Tinatin Tkeshelashvili – Fostering Regional and Local Development in Georgia Phase 2 Project Manager a.i., Natia Meladze – M&E Specialist
Frequency of Reporting	As per deliverables in line with proposed timing reflected in Annex 4 – Terms of Reference (ToR), Section C.2.

Progress Reporting Requirements	N/A																										
Location of work	<input checked="" type="checkbox"/> Georgia																										
Expected duration of work	19 weeks after signing of the contract agreement																										
Target start date	9 August 2019																										
Latest completion date	20 December 2019																										
Travels Expected	Yes (in all regions of 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 Annex 4 - ToR)																										
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></th> <th>Deliverables</th> <th>%</th> <th>Timing</th> <th>Condition for Payment Release</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Deliverable 1: Inception Report</td> <td rowspan="2">30%</td> <td rowspan="2">4 weeks after the contract commencement</td> <td rowspan="6"> Within thirty (30) days from the date of meeting the following conditions: a) UNDP's written acceptance (i.e., not mere receipt) of the quality of the outputs; and b) Receipt of invoice from the Service Provider. </td> </tr> <tr> <td></td> <td>Deliverable 2. Final data collection instruments</td> </tr> <tr> <td>2</td> <td>Deliverable 3. Technical Report</td> <td rowspan="2">30%</td> <td rowspan="2">15 weeks after the contract commencement</td> </tr> <tr> <td></td> <td>Deliverable 4. Draft Analytical and Mission Reports.</td> </tr> <tr> <td>3</td> <td>Deliverable 5. Final Analytical and Mission Reports</td> <td>40%</td> <td>19 weeks after the contract commencement</td> </tr> </tbody> </table>						Deliverables	%	Timing	Condition for Payment Release	1	Deliverable 1: Inception Report	30%	4 weeks after the contract commencement	Within thirty (30) days from the date of meeting the following conditions: a) UNDP's written acceptance (i.e., not mere receipt) of the quality of the outputs; and b) Receipt of invoice from the Service Provider.		Deliverable 2. Final data collection instruments	2	Deliverable 3. Technical Report	30%	15 weeks after the contract commencement		Deliverable 4. Draft Analytical and Mission Reports.	3	Deliverable 5. Final Analytical and Mission Reports	40%	19 weeks after the contract commencement
	Deliverables	%	Timing	Condition for Payment Release																							
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	<div>Deliverable 6. Report on Public Presentations</div> <div>Please see the detailed description of deliverables in Annex 4 – ToR.</div>
Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment	FRLD 2 Project Manager, 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	<u>Technical Proposal</u> (70%) <input checked="" type="checkbox"/> Expertise of the Company/Institution 35% <input checked="" type="checkbox"/> Methodology and Study Design - their Appropriateness to the Condition and Timeliness of the Implementation Plan 35% <input checked="" type="checkbox"/> Management Structure and Qualification of Key Personnel 30% <u>Financial Proposal</u> (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	<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) ²	Natia Meladze Project M&E Officer natia.meladze@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.

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.

Pre-Bid Conference	<p>Pre-Bid Conference will be conducted on 25 June 2019 at 3 PM (local time) at UN House, 9 Eristavi St. 0179 Tbilisi, Georgia.</p> <p>If interested proposers cannot physically attend the pre-bid conference, they may join via skype (address: UNDP FRLD). In this case, they must provide their Skype address by email to natia.meladze@undp.org (subject: Survey on Citizens' Satisfaction with Public Services in Georgia) before 6 PM on 24 June 2019.</p> <p>All Bidders are encouraged to attend. Non-attendance, however, shall not result in disqualification of an interested Bidder. Minutes of the Bidder's conference will be disseminated on the procurement website and shared on the e-Tendering platform. No verbal statement made during the conference shall modify the terms and conditions of the RFP, unless specifically incorporated in the Minutes of the Bidder's Conference or issued/posted as an amendment to RFP.</p>
Other Information [pls. specify]	N/A

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: Tinatin Tkeshelashvili – Fostering Regional and Local Development in Georgia – Phase 2
 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 6/18/2019 , 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)**;
- Latest Audited Financial Statement (Income Statement and Balance Sheet) including Auditor's Report (issued no later than 2 years ago), if any, or signed and stamped Income Statement and Balance Sheet of the last 2 years **(minimum requirement)**.

Relevant experience of the offeror shall be demonstrated by:

- At least 5 years' experience in the area of polling and country-wide quantitative surveys and preparing analytical reports/papers **(minimum requirement)**;
- Experience in conducting at least 5 studies using Focus Groups and Key In-depth Interviews and preparing analytical reports/papers **(minimum requirement)**;
- Experience in conducting at least 2 surveys/studies in similar research areas (self-governance/local development/decentralization/public services/civic engagement) **(minimum requirement)**;
- Use of survey data processing software (primarily SPSS and/or STATA software) **(minimum requirement)**;
- Experience in implementing at least 5 studies that had been financed by international organizations during the last five years **(minimum requirement)**;
- Use of Computer-Assisted Personal Interviewing (CAPI) technique and/or other innovative tools for effective and efficient conduction of the study will be considered as **an asset**;

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

- Expertise in gender analysis would be considered **an asset**;
- Statement of satisfactory performance of at least of three (3) clients confirming that bidder successfully completed assignments similar to the subject of the ToR in the last 5 years (**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 Annex 4 - Terms of Reference**).

C. Qualifications of Key Personnel

1. Qualified and experienced team consisting of, as a **minimum**:
 - **Project Coordinator** with at least 5 years of experience of management and coordination of quantitative and qualitative surveys and preparing analytical reports (**minimum requirement**);
 - **Quantitative and Qualitative Data Analyst(s)** with at least 5 years of working experience in designing quantitative survey questionnaires and KII/FGD guides, providing quantitative and qualitative data analysis using data processing software, primarily SPSS and/or STATA, and analytical reporting (**minimum requirement**);
 - Expert in statistics and sampling with at least 5 years of experience in sampling and statistical analysis of data (**minimum requirement**);
 - **Key expert in local self-governance/local development/decentralization/public services/civic engagement** with at least 3 years of substantive experience (**minimum requirement**).
2. Other professional team members if deemed appropriate by the contractor to fulfill the requirements set out in the ToR;

It is possible to combine two expert functions within one individual, provided that the candidate fully meets all the needed qualifications.

D. Cost Breakdown per Deliverable*

#	Deliverables	Percentage of Total Price (Weight for payment)	Price (Lump Sum, All Inclusive)
1	Deliverable 1: Inception Report	30%	
	Deliverable 2. Final Data Collection Instruments		
2	Deliverable 3. Technical Report	30%	
	Deliverable 4. Draft Analytical and Mission Reports		
3	Deliverable 5. Final Analytical and Mission Reports	40%	
	Deliverable 6. Report on Public Presentations		
	Total	100%	

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

Cost Breakdown by Cost Component [*This is only an Example so please feel free to update as needed*]:

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				
Quantitative and Qualitative Data				

Analyst				
Expert in Statistics and Sampling				
Expert in local self-governance/local development/decentralization/public services/civic engagement				
Other staff (pls. specify**)				
2. Quantitative Survey				
Interviewers				
Travel/Transportation				
Per Diem/Accommodation				
Other costs (pls. specify**)				
3. Focus Groups				
Moderator(s)				
Travel/Transportation				
Per Diem/Accommodation				
Venue for Focus Groups				
Other costs (pls. Specify**)				
4. Key Informant Interviews				
Interviewer(s)				
Travel/Transportation				
Per Diem/Accommodation				
Other costs (pls. Specify**)				
5. Presentations in Tbilisi and the regions				
Travel/Transportation				
Per Diem/Accommodation				
Venue for presentations				
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

Survey on Citizens' Satisfaction with Public Services in Georgia

B. PROJECT DESCRIPTION

B.1. Background

Phase 2 of Fostering Regional and Local Development in Georgia (FRLD 2) project, covering the period of December 2017 – November 2021, was designed by UNDP with support of Swiss and Austrian Governments to address the development challenges identified through the analysis of regional and local contexts in Georgia. As demonstrated through the context analysis as well as the lessons learned from Phase 1 of the project intervention, while important achievements were made in terms of regional and local development, significant challenges still remain, particularly at the local level.

The context analysis revealed that capacities of local stakeholders including municipalities, private sector, Civil Society Organizations (CSOs) and local community groups are still limited. There is a lack of citizen participation and cooperation practices between Local Self-Governments (LSGs) and the private sector. Consequently, municipalities are not able to deliver proper services and create favourable business climate to attract investments and stimulate local economic development. Neither have they sufficient capacities to develop and implement inclusive, pro-poor initiatives adapted to the needs and priorities of local populations and particularly women, youth and vulnerable groups. This is further compounded by the limited capacities of local businesses, CSOs and citizens to initiate change from below and engage in local policy and decision-making. As a result, there are limited employment and income generation activities at local and regional level leading to unemployment, poverty, inequality and social exclusion. Overall, municipalities and local communities are in need for further empowerment to become active players, revitalize local economies and shape the future of the place they live in.

The given context indicates the need to refocus development assistance from central to local level, provide targeted assistance directly to localities as well as design and carry out tailor-made sub-national development policies together with local stakeholders (municipalities, business, CSOs, community groups). At the same time, it is also important to maintain and upgrade national policy framework and reinforce resources, competencies and capacities available to local level stakeholders as a foundation for promoting bottom up development.

In response to the development challenges briefly outlined above, the overarching goal of FRLD 2 is to build stronger LSG institutions with greater competences and capacities to act as catalysts for stimulating local economies, engaging citizens into local policy making and designing and implementing people-centered initiatives benefiting women, men, youth, ethnic minorities, Internally Displaced Persons (IDP) and other population groups. During Phase 2, the project operates in four regions of Georgia (Racha-Lechkhumi-Kvemo Svaneti, Samegrelo-Zemo Svaneti, Guria, and Kvemo Kartli), reaching out to 900,186 people, among them 462,340 women, 176,187 youth (15-29 years), 210,610 ethnic minorities, 85,156 residents of mountainous areas, and 60,090 IDPs.

To achieve the overarching goal, the project applies Local Economic Development (LED) as a central instrument throughout the project implementation - a participatory, bottom-up approach, which emphasizes the catalyst role of the public sector and ultimately aims at creating sustainable economic development. Gender and environmental considerations are mainstreamed throughout the project activities as important pillars of LED. The project activities are planned in a way to form constituent and complementary parts of the LED process contributing to the three project outcomes: (i) Georgia implements adequate policy and institutional frameworks to foster decentralization and enable LED; (ii) Government institutions at local level are strengthened to deliver quality services enabling the business environment and incentivizing local economic actors; (iii) Local stakeholders, particularly communities, are economically empowered and have improved access to related participation in decision-making processes.

Additional information on the project can be accessed at <http://www.ge.undp.org/content/georgia/en/home/projects/fostering-regional-and-local-development-in-georgia.html>

B.2. Rationale

The main goal of the study is to determine the level of citizens' satisfaction with the public services in Georgia. For this purpose, the survey will explore the citizens' perception of the services provided at the local level by municipal and national authorities. In addition, the survey will assess the degree of citizen's participation in decision-making and budget planning at the local level. The study will also provide in-depth analysis of the changes in the citizens' satisfaction and participation patterns across the years based on the findings of the previous rounds of the survey undertaken in 2013, 2015, and 2017.

The study is set to provide a strong evidence base for public authorities and donors to identify priorities for development actions aimed at improving delivery of public services with a focus on municipal level and promoting awareness of local citizens about the Government's vision and policies in the context of the ongoing decentralization reform. In addition, the study results will provide a benchmark for the project donors - Swiss Cooperation Office (SCO) in South Caucasus and Austrian Development Cooperation (ADC), as well as UNDP's other counterparts to measure the progress towards the project indicators focusing on citizens' satisfaction with municipal service delivery as well as their participation in local decision-making and budget planning.

To ensure comparability of the levels of citizens' perceptions and participation across the years, the study will utilize the methodology developed during the previous rounds of the survey, capitalizing on the existing instruments and tools, while applying appropriate modifications to fully address the study objectives and the key research questions defined according to the project documents.

B.3. Objectives

The overall objective of the study is to measure the current level of citizens' satisfaction with public services as well as population's participation in decision-making and/or budget planning at the local level in Georgia. All findings are to be disaggregated *by regions, rural/urban, mountain/lowland, ethnic minorities, gender and age groups*.

The key areas to be explored and analyzed by the survey will encompass but will not be limited to the following:

- Types of public services provided by local and national authorities
- The level of population's knowledge of and satisfaction with specific public services provided by local and national authorities
- The level of population's satisfaction with the cost of public services
- The level of population's satisfaction with performance and accountability of public authorities responsible for service delivery
- The reasons for citizens' satisfaction or dissatisfaction with specific public services
- The degree of population's participation in local decision-making and/or budget planning
- Citizens' understanding of their rights and roles to engage in local decision-making, including LED
- Population's perceptions of the extent to which decision-making at the local level is inclusive and responsive
- Population's perceptions of improvement of public service delivery
- Population's perceptions of local authorities' performance in general

C. SCOPE OF WORK AND EXPECTED OUTPUTS

C.1. Methodology

The contracted company/institution is expected to design a detailed methodology in close cooperation with the FRLD 2 project team to address the key research questions outlined above as well as any other pertinent questions that may arise in relation to the study objectives. The final methodology shall be approved by UNDP.

The study will utilize the both primary and secondary data sources:

Background Research will be conducted through desk review of the relevant studies in Georgia, exploring the Georgian legal, political and economic context with a focus on recent developments in local self-governance and decentralization, the practices of public service delivery, and civic engagement at the local level. The detailed methodology and the timeline of completion of the desk research must be included in the proposed methodology.

Primary Research will concentrate on the quantitative survey, which is envisaged as the primary method of data collection. Qualitative methods (such as Key Informant Interviews, Focus Group Discussions with different Government and non-government institutions, donors and other stakeholders) will be utilized for enhancing or underpinning the results from the survey to effectively address the study objectives.

The applicant research company/institution shall design and include in its Technical Proposal a detailed methodology, for agreement approval by UNDP after the award of the contract, for:

- a. Desk research phase
- b. Field phase, including: the selection of research methods; proposed research tools and instruments; sampling design with statistical basis and respective justification; selection and training of interviewers; organization and quality control of field work;
- c. Synthesis phase: data entry and processing technologies; mechanisms of cross-checking and verifying data consistency; statistical analysis, quality control, and reporting.

To allow comparability of the results across the years, the study will utilize the research methodology with relevant tools and instruments developed during the previous rounds of the citizens satisfaction survey. Appropriate modifications will be applied to fully and effectively address the study objectives and the key research questions.

C.1.1. Survey

The survey shall cover the whole territory of Georgia, excluding the occupied territories. The results shall be representative nationwide, as well as for each of the 9 regions, the autonomous region of Adjara, and Tbilisi.

Survey Instrument

The survey shall be undertaken through standard quantitative questionnaire, including a demographic card to register the basic demographic information (sex, age, education level, IDP and disability status, ethnicity, occupation, household income and expenses, etc.). The proposed content of the questionnaire has to be fully consistent with the instrument used during the previous rounds of the survey administered in 2013, 2015, and 2017, thus enabling detailed comparative analysis of results.

The draft instrument to be included within the Inception Report should provide sufficient answers to inform a wide range of issue areas including but not limited to the following:

- Education: pre-school education; general education; professional education;
- Social welfare services: social assistance; pensions; elderly care; disability-focused care/creating the disability-friendly infrastructure; employment; special services for IDPs; integration of ethnic minorities;
- Healthcare: healthcare programs; public healthcare; primary healthcare; ambulance; hospitals;
- Communal services: Water supply; Sewage systems; Electricity supply; Gas supply; Waste collection; Cleaning;
- Sport and cultural Facilities: Theaters; Museums; Libraries; Sports; Leisure; 'Culture houses'
- Cemeteries;
- Environment protection; Public parks;
- Roads of local and state importance; Public transport; Traffic regulation; Street lightening
- Urban planning; Regulation of construction; Economic development; Tourism development; Agriculture development; Beautification of the settlement;
- Legal aid;
- Issuing licenses and permits; Transparency of tenders, procurements and auctions; Archive services; Notary services; Data collection/accessibility;
- Public security; Safety and rescue services; Military draft;

- Services provided by the Public Service Halls, Ministry of Internal Affairs of Georgia (MIA) Service Agencies and the Ministry of Finance of Georgia (MoF) Revenue Service (i.e. issuing ID cards and passports, issuing driver's licenses, property registration, submitting tax declarations, etc.);
- Issuing public information; Accountability and openness of municipal authorities; Effective communication between the municipal authorities and population; Citizens' participation in local decision-making and budget planning;
- E-services, including e-governance.

The final version of the questionnaire shall be made available to UNDP in English and Georgian languages. The questionnaires shall also be translated into the languages of national minorities (at least Armenian and Azeri). The questionnaires shall be adjusted for use in SPSS and/or STATA software. The final content of the questionnaire will be agreed with and approved by UNDP.

Sampling Design

The sampling design shall be guided by the requirement to select statistically representative proportion of interviewees, preferably based on random sample selection, reflecting regional, gender, age, ethnic, rural/urban, mountain/lowland distributions of the general population based on the most recent General Population Census of Georgia.

Thus, the sampling design for quantitative survey should ensure that the survey results are representative on regional levels and allows to analyze the data by gender, age (youth/adult), ethnic minorities, rural/urban, mountain/lowland, and Tbilisi population. The sampling design and procedure should be fully comparable with that applied for the previous rounds of the survey.

Data Processing

The methodology for quantitative and qualitative data processing shall be described by the applicant in detail in the methodology part of the Technical Proposal.

The quantitative data should be processed using the same software (SPSS and/or STATA), coding and on-line data entry checking protocols used for the 2013, 2015, and 2017 surveys. The SPSS/STATA data file should be provided to the UNDP. In addition, the contractor should provide UNDP with various breakdowns of the data file and data upon request.

The qualitative data can be processed either manually or using a computer software, depending on the contractor's preference, given that the proposed method ensures the highest possible quality of the processed data.

The complete database and transcripts shall be property of UNDP and the contracted company/institution will have no rights to use its results, other than for the current assignment. Neither the contracted company/institution will have the right to transfer it to anyone without a prior written consent of UNDP.

Data Analysis

Analysis of quantitative and qualitative data obtained through the study should be disaggregated **by region, rural/urban, mountain/lowland, ethnic minorities, gender and age groups**. In addition, information obtained through qualitative methods should be analyzed per municipality for FRLD 2 four target regions (Racha-Lechkhumi-Kvemo Svaneti, Samegrelo-Zemo Svaneti, Guria, and Kvemo Kartli).

The analysis should, where possible, take into account variations in responses according to the following aspects: gender, age, ethnicity, disabilities, employment, level of education, economic status, geographic division (urban/rural, mountain/lowland, region, municipality), type of service received (as applicable).

Gender analysis should take into account several aspects. Namely, potential differences between women and men should be explored regarding the following: roles and power related to decision making; the division of labor, 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 findings of the study will

be used in advocacy efforts to adjust respective policies and ensure gender balanced services.

The contracted company/institution shall analyze data and provide UNDP with a bi-lingual (Georgian-English) analytical report, including the summary of the findings from the previous studies, with effective visuals (including graphs, charts, infographics, etc.) understandable for a non-technical reader and suitable for publication and distribution among municipalities and national stakeholders.

Quality Control

The contractor should implement quality control measures to ensure the high-quality performance. A full description of these measures shall be provided in the methodology part of the Technical Proposal. The report on the quality control must be included in the Final Report.

Reporting

The contracted company/institution shall be responsible for detailed and professional reporting that addresses the overall objectives and research questions of the study and includes specific recommendations. The draft and final versions of the reports shall be prepared in English and Georgian in formats corresponding as closely as possible to the format and presentation of the previous study reports.

i. Inception Report

Inception Report (to be prepared in English) include a desk review, a detailed methodology (with measurement methods, sampling design, data collection matrix, data sources, and draft questionnaires/guides), a detailed work plan, and timeframe.

ii. Technical Report

A full Technical Report on the field work (to be prepared in English) shall be provided by the contractor, including but not limited to the following:

- Detailed description and analysis of the field work;
- Final cleaned databases of quantitative surveys;
- Transcripts of Key Informant Interviews and Focus Group Discussions;
- Definition of the target population sampled; percentage of the national/regional population sampled; sample size per target group, the number of people excluded from the sample and the reasons for such exclusions; refusal and non-response rates, and typical reasons for both forms of non-participation;
- Regional distribution of interviewers and the number of interviews conducted by each interviewer;
- Description of quality control measures implemented, and the results of interview verification procedures.

iii. Draft Analytical and Mission Reports

Draft Analytical Report shall incorporate description of the methodology, detailed interpretation and in-depth analysis of collected data, preliminary findings, set of conclusions, lessons learned and recommendations. Draft Mission Report shall describe the study procedures (planning phase, field work, data collection, data processing, cleansing and analysis), challenges faced and recommendations.

The draft reports (in Georgian and English) shall be presented to UNDP before finalization for feedback and comments.

iv. Final Analytical and Mission Reports

The research company/institution shall prepare a Final Analytical Report capturing the findings from 2019 study in comparison with 2013, 2015 and 2017 results, identifying and analyzing the trends and significant variations, and providing recommendations for the next round of the survey to be administered by UNDP.

The Final Mission Report shall describe the study procedures (planning phase, field work, data collection, data processing, cleansing and analysis), challenges faced and recommendations.

Final Analytical and Mission Reports shall be prepared in Georgian and English, containing clearly presented quantitative and qualitative data in tabular and graphical or other effective visual forms facilitating comprehension of results and findings by non-technical readers. The Final Reports shall clearly and concisely address the information outlined in the ToR and incorporate the feedback and comments from UNDP and relevant stakeholders.

v. Report on Public Presentations

The research company/institution shall prepare a Report on Public Presentations (in Georgian and English) to be arranged in the regions of Georgia to disseminate the findings of the study among the wider public. The report shall include information on the number of meeting participants (disaggregated by gender, age, region, stakeholder groups), the key topics discussed, and recommendations deriving from the population's and stakeholders' feedback.

In addition to the above, in response to specific requests by the FRLD 2 project team, the selected company/institution will:

- Conduct a presentation of the survey findings in Tbilisi with the project counterparts and key stakeholders, including MRDI, donor organizations, CSOs and other actors interested in the study results;
- Mitigate emerging issues that fall in line with the tasks presented in this Terms of Reference
- Elaborate ad hoc reports at any stage if requested to do so
- Participate in working meetings and other events organized by UNDP needed for successful implementation of the assignment and present findings of the assignment upon request.

C.2. Expected Deliverables and Timeframe

The study will be administered during August - December 2019. Expected deliverables/outputs with respective timeframe is captured in the schedule below. A detailed timeframe with specific dates corresponding to the timing indicated in the table below will be developed by the contractor upon signing the contract agreement.

#	Deliverable	Content	Timing
1.	Inception Report	Inception Report (in English) shall include a desk review and detailed sampling design, finalized methodology for quantitative and qualitative data collection (comprised of data collection matrix, data sources, measurement methods and draft questionnaires/guides addressing the main research questions), a detailed work plan and timeline.	Within 2 weeks of the contract commencement
2.	Survey Instruments	Final data collection instruments (in Georgian and English) shall encompass piloted and finalized survey questionnaires and KII/FGD guides.	Within 4 weeks of the contract commencement
3.	Technical Report	Technical Report (in English) shall include a detailed description and analysis of the field work, including but not limited to: the final cleaned quantitative survey databases, KII/FGD transcripts, the definition of the target population sampled, percentage of national/regional population sampled, sample size per target group, the number of people excluded from the sample and the reasons for such exclusions, refusal and non-response rates, and typical reasons for both forms of non-participation.	Within 12 weeks of the contract commencement
4.	Draft Analytical Report and Mission Report	Draft Analytical Report (in Georgian and English) shall incorporate description of the methodology, detailed interpretation and in-depth analysis of collected data (addressing the specific objectives and research questions agreed upon with UNDP), preliminary findings, set of conclusions, lessons learned and recommendations. Draft Mission Report shall describe the study procedures (planning	Within 15 weeks of the contract commencement

		phase, field work, data collection, data processing, cleansing and analysis), challenges faced and recommendations.	
5.	Final Analytical Report and Mission Report	<p>Final Analytical and Mission Reports (in Georgian and English):</p> <p>Final Analytical Report shall capture the major findings, set of conclusions, lessons learned and recommendations from 2019 study in comparison with 2013, 2015, and 2017 survey results, identifying and analyzing the trends and significant variations, and providing recommendations for the next round of the survey to be administered by UNDP.</p> <p>Final Mission Report shall describe the study procedures (planning phase, field work, data collection, data processing, cleansing and analysis), challenges faced and recommendations.</p> <p>Final Analytical and Mission Reports must be in Georgian and English, clearly and concisely addressing the information outlined in the ToR and incorporating the incorporating the feedback and comments from UNDP and relevant stakeholders.</p>	Within 17 weeks of the contract commencement
6.	Report on Public Presentations	Report on Public Presentations (in Georgian and English) shall provide a detailed description of Public Presentations to be arranged in the regions of Georgia to disseminate the findings of the study among the wider public. The report shall include information on the number of meeting participants (disaggregated by gender, age, region, stakeholder groups), the key topics discussed, and recommendations deriving from the population's and stakeholders' feedback.	Within 19 weeks of the contract commencement

The project materials and other relevant information will be made available by UNDP to the research company/institution upon signing the contract agreement as well as upon request by the contractor. UNDP reserves the right to request additional information under each deliverable addressing the study objectives and key research questions.

D. INSTITUTIONAL ARRANGEMENTS

D.1. Supervision

The work of the service provider will be directly supervised by the FRLD 2 Project Manager through the project's Monitoring and Evaluation Specialist. The service provider will be directly responsible to, reporting to, seeking approval from, and obtaining acceptance of outputs from the above-mentioned persons. The Project Manager, Monitoring and Evaluation Specialist and respective project team members will be responsible for sharing relevant documents, contact details, and other necessary information with the service provider in order to accomplish the survey.

D.2. Implementing Partners

During the assignment, the service provider is expected to consult with/interview the implementing partners of the FRLD 2 project, including the Ministry of Regional Development and Infrastructure (MRDI) and other line ministries, municipal authorities, public agencies, and civil society organizations as required for successful accomplishment of the study objectives. The project team will provide the contact information and other needed support to the service provider to contribute to this process.

E. Duration of the Work

The duration of the consultancy service is expected to last for 19 weeks, starting the beginning of August 2019 and ending mid December 2019.

F. Location of Work

The data collection should be conducted countrywide, including all nine regions (urban and rural areas) and Tbilisi.

G. Qualifications of the Service Provider

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

H. Scope of Proposal Price and Schedule of Payments

The contract price will be a fixed output-based price regardless of the extension of the contract duration. Payments will be made through bank transfer according to the following schedule upon submission of each deliverable and invoice and acceptance by UNDP.

#	Deliverables	%	Timing
1	Deliverable 1. Inception Report	30%	4 weeks after the contract commencement
	Deliverable 2. Final data collection instruments		
2	Deliverable 3. Technical Report	30%	15 weeks after the contract commencement
	Deliverable 4. Draft Analytical and Mission Reports		
3	Deliverable 5. Final Analytical and Mission Reports	40%	19 weeks after the contract commencement
	Deliverable 6. Report on Public Presentations		

I. Recommended Presentation of Proposal

The Technical Proposal should be submitted according to the forms and instructions given in the Annex 2 of Request for Proposals.

J. Criteria for Selecting the Best Offer

Selection of the 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 the Company/Institution	35%	350
2.	Proposed Methodology, Study Design and Implementation Plan	35%	350
3.	Management Structure and Qualification of the Key Personnel	30%	300
Total			1,000

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 the Company/Institution	35%	350
2.	Proposed Methodology, Study Design and Implementation Plan	35%	350
3.	Management Structure and Qualification of the Key Personnel	30%	300
Total			1,000

Technical Proposal Evaluation Form 1			
Expertise of the Company/Institution		Sub-Score	Points obtainable
1.1.	Experience in conducting of country-wide quantitative and qualitative studies in Georgia		
1.1.1.	At least 5 years' experience in the area of polling and country-wide quantitative surveys and preparing analytical reports/papers - 5 years of experience: 25 points (minimum requirement) - 6 and more years of experience: 45 points	25	45
1.1.2.	At least 5 studies conducted using Focus Groups and Key In-depth Interviews and preparing analytical reports/papers - 5 studies: 25 points (minimum requirement) - 6 and more studies: 45 points	25	45
1.1.3.	At least 2 surveys/studies conducted in similar research areas (self-governance/local development/decentralization/public services/civic engagement) - 2 studies: 25 points (minimum requirement) - 3 and more projects: 45 points	25	45
1.1.4.	Experience in implementing at least 5 studies financed by international organizations during the last five years - 5 studies: 20 points (minimum requirement) - 6 and more studies: 35 points	20	35
1.1.5.	Expertise in gender analysis would be considered an asset	0	15
1.2.	Institutional capacity		
1.2.1.	Financial Capacity - no debts towards budget exist (minimum requirement)	20	20
1.2.2.	Bank letter certifying annual financial turnover - minimum USD 150,000 (per year) during the last 2 years (minimum requirement)	20	20
1.2.3.	Latest Audited Financial Statement (Income Statement and Balance Sheet) including Auditor's Report (issued no later than 2 years ago), if any, or signed and stamped Income Statement and Balance Sheet of the last 2 years (minimum requirement)	20	20
1.2.4.	Use of survey data processing software (primarily SPSS and/or STATA software) (minimum requirement)	20	20
1.2.5.	Use of Computer-Assisted Personal Interviewing (CAPI) technique and/or other innovative tools for effective and efficient conduction of the study will be considered an asset	0	15
1.3.	Recommendations		
1.3.1.	Statement of satisfactory performance of at least of three (3) clients confirming that bidder successful completed assignments similar to the	70	70

	subject of the RFP in the last 5 years (minimum requirement)		
Totals for Form 1		245	350

**Technical Proposal Evaluation
Form 2**

Proposed Methodology, Study Design and Implementation Plan		Sub-Score	Points Obtainable
2.1	To what degree does the Proposer understand the task? Full understanding: 50 (minimum requirement)	50	50
2.2	Have the important aspects of the task (different components of the study) been addressed in sufficient detail? - Fully addressed in sufficient detail: 45 (minimum requirement) - Exceeds the requirement: 60	45	60
2.3	Is the methodology well defined and does it correspond to the ToR? - Sufficiently defined and corresponding: 45 (minimum requirement) - Exceeds the requirement: 60	45	60
2.4	Is the desk research approach well described and relevant to study purposes? - Well described and relevant: 25 (minimum requirement) - Exceeds the requirement: 40	25	40
2.5	Is the sampling design for quantitative surveys clearly described and justified? - Well described and justified: 25 (minimum requirement) - Exceeds the requirement: 40	25	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 requirement) - Exceeds the requirement: 20	10	20
2.7	Is the number of planned Focus Groups and Key In-depth Interviews justified? Fairly described and justified: 10 (minimum requirement) Fully described and justified: 20	10	20
2.8	Are the proposed methods and tools for data processing and analysis clearly described and relevant to the study purposes? - Fairly described and relevant: 10 (minimum requirement) - Fully described and relevant: 20	10	20
2.9	Is the implementation plan and timeline logical, realistic and promise effective and timely implementation of the study? - Fairly comprehensive: 25 (minimum requirement) - Fully comprehensive: 40	25	40
Totals for Form 2		245	350

**Technical Proposal Evaluation
Form 3**

Management Structure and Key Personnel		Sub-Score	Points Obtainable
3.1	Project Coordinator		
	With at least 5 years of experience of management and coordination of quantitative and qualitative survey projects and analytical reporting - 5 years of relevant experience: 60 (minimum requirement) - More than 5 years of relevant experience: 90	60	90
3.2	Expert in Local self-governance / local development / decentralization / public services / civic engagement		

	With at least 3 years of substantive working experience in the field of Local Self-Governance / Local Development / Decentralization / Public Services / Civic Engagement (including experience providing consultancy services in this regard) within the country - 3 years of relevant experience: 50 (minimum requirement) - More than 3 years of relevant working experience: 70	50	70
3.3	Quantitative and Qualitative Data Analyst		
	With at least 5 years of working experience in designing the quantitative survey questionnaires and FGD/KII guidelines, providing quantitative and qualitative data analysis using data processing software (primarily SPSS and/or STATA), and analytical reporting - 5 years of relevant working experience: 50 (minimum requirement) - More than 5 years of relevant working experience: 70	50	70
3.4	Expert in Statistics and Sampling		
	With at least 5 years of experience in sampling and statistical analysis of data - 5 years of relevant working experience: 50 (minimum requirement) - More than 5 years of relevant working experience: 70	50	70
Totals for Form 3		210	300

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