



REQUEST FOR PROPOSAL (RFP)

NAME & ADDRESS OF FIRM	DATE: July 25, 2019
	REFERENCE: EU-UNDP joint project "Enhanced Mediation and Arbitration for Fairer and Faster Commercial Dispute Resolutions" - #00104336

Dear Sir / Madam:

We kindly request you to submit your Proposal for Surveys on Alternative Dispute Resolution (ADR) 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,
Liana Kartsivadze
Project Manager
7/25/2019



Description of Requirements

Context of the Requirement	<p><i>Enhanced Mediation and Arbitration for Fairer and Faster Commercial Dispute Resolution</i> is a joint project of European Union and United Nations Development Programme.</p> <p>This project is funded by the European Union based on the Financing Agreement for support of economic and business development in Georgia signed between Georgia and the European Union in November 2018.</p> <p>The project is built upon progress achieved in the course of implementation of the EU-UNDP joint programme "Enhancing Access to Justice and Development of a Child-Friendly Justice System in Georgia" (01/01/2016 – 31/12/2018) (Joint Programme). The intended outcome of the project contributes to the social-economic development of Georgia by promoting fairer and faster commercial dispute resolution through effectively functioning alternative dispute resolution system.</p> <p>In particular, the project is expected to deliver the following outputs: 1) Enhanced use and quality of arbitration and mediation through strengthening relevant institutions; 2) Enhanced capacity and qualification of mediators, arbitrators, legal professionals and judiciary to promote consistent, efficient and fast resolution of commercial disputes.</p> <p>Detailed information on the project can be found in TOR – Annex 4.</p>
Implementing Partner of UNDP	N/A
Brief Description of the Required Services	Conduct surveys on alternative dispute resolution (ADR) in Georgia. Detailed description can be found in TOR - Annex 4.
List and Description of Expected Outputs to be Delivered	<p><u>Outputs to be delivered on Phase 1</u></p> <ol style="list-style-type: none"> Survey instruments that are to be submitted to UNDP: <ol style="list-style-type: none"> Finalised questionnaires adapted after piloting and consultations with UNDP; Samples frame - outline of the sampling design showing its regional breakdown and attributes (age, place of residence, and others); Technical report; Database of the survey data processed by means of the relevant software (SPSS and/or STATA); Draft and Final survey report containing interpretation of quantitative survey data and graphical presentations (charts, tables and others as necessary per consultations with UNDP) of the data in Georgian and in English languages; <p><u>Outputs to be delivered on Phase 2</u></p> <ol style="list-style-type: none"> Survey instruments that are to be submitted to UNDP: Samples frame - outline of the sampling design showing its regional breakdown and attributes (age, place of residence, and others); Technical report; Database of the survey data processed by means of the relevant software (SPSS and/or STATA); Draft and Final survey report containing interpretation of quantitative survey data and graphical presentations (charts, tables and others as necessary per consultations with UNDP) of the data in Georgian and in English languages.

Person to Supervise the Work/Performance of the Service Provider	<i>"Enhanced Mediation and Arbitration for Fairer and Faster Commercial Dispute Resolutions" Project Manager</i>								
Frequency of Reporting	<i>Midterm and final reports: Midterm and Final reports should be submitted for Phase 1 and Phase 2 activities. Phase 1 and Phase 2 midterm reports should be submitted respectively within 2 weeks after completion of deliverables. UNDP will provide comments on the report, if any or approve it within 2 weeks upon submission. Phase 1 and Phase 2 final reports shall be submitted within a month upon completion of all activities/deliverables of Phase 1 and Phase 2 respectively. UNDP will provide comments on the report, if any or approve it within 1 month upon submission.</i>								
Progress Reporting Requirements	N/A								
Location of work	<input checked="" type="checkbox"/> At Contractor's Location								
Expected duration of work	Contract Duration is 15 months out of which expected duration of work is 8 months. 4 months are expected to be spent on each phase.								
Target start date	1 September 2019								
Latest completion date	30 November 2020								
Travels Expected	<p>Interviewers may need to travel to following cities of Georgia:</p> <table border="1"> <thead> <tr> <th>Destination/s</th> <th>Estimated Duration</th> <th>Brief Description of Purpose of the Travel</th> <th>Target Date/s</th> </tr> </thead> <tbody> <tr> <td>Telavi Akhaltikhe Marneuli Gori Kutaisi Ozurgeti Zugdidi Batumi</td> <td>One month</td> <td>Field work: Face-to-face interviews</td> <td>October 2019; August – September 2020.</td> </tr> </tbody> </table>	Destination/s	Estimated Duration	Brief Description of Purpose of the Travel	Target Date/s	Telavi Akhaltikhe Marneuli Gori Kutaisi Ozurgeti Zugdidi Batumi	One month	Field work: Face-to-face interviews	October 2019; August – September 2020.
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Telavi Akhaltikhe Marneuli Gori Kutaisi Ozurgeti Zugdidi Batumi	One month	Field work: Face-to-face interviews	October 2019; August – September 2020.						
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 if Service Provider proposes implementation schedule other than in 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 Service Provider 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>Survey instruments (Phase 1)</td><td>20 % of contract price</td><td>1st Month</td><td rowspan="5"> 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>Technical report (Phase 1)</td><td>30% of the contract price</td><td>4th Month</td></tr> <tr> <td>Survey instruments (Phase 2)</td><td>20 % of contract price</td><td>12th Month</td></tr> <tr> <td>Technical report (Phase 2)</td><td>30% of the contract price</td><td>15th Month</td></tr> </tbody> </table>	Outputs	Percentage	Timing	Condition for Payment Release	Survey instruments (Phase 1)	20 % of contract price	1 st Month	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.	Technical report (Phase 1)	30% of the contract price	4 th Month	Survey instruments (Phase 2)	20 % of contract price	12 th Month	Technical report (Phase 2)	30% of the contract price	15 th Month		
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Survey instruments (Phase 2)	20 % of contract price	12 th Month																		
Technical report (Phase 2)	30% of the contract price	15 th Month																		
Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment	<i>"Enhanced Mediation and Arbitration for Fairer and Faster Commercial Dispute Resolutions" Project Manager</i>																			
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 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> <input type="checkbox"/> Expertise of the Firm 19% <input type="checkbox"/> Methodology, Its Appropriateness to the Condition and Timeliness of the Implementation Plan 30 % <input type="checkbox"/> Management Structure and Qualification of Key Personnel 21 %																			
	<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> <p>For further details, please refer to Technical Proposal Evaluation Form (Annex 5).</p> <p>The technical proposal is evaluated on the basis of its responsiveness to the Terms of Reference (TOR) and scoring is allocated in accordance with the Annex 5. If the offeror does not meet any of the minimum technical qualification criteria/requirements given in Annex 5, it will be assessed by score zero and will be automatically disqualified. Disqualified offeror will not be evaluated further.</p>																			
UNDP will award the contract to:	<input checked="" type="checkbox"/> One and only one Service Provider																			

Annexes to this RFP	<input checked="" type="checkbox"/> Form for Submission of Proposal (Annex 2) <input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 3) <input checked="" type="checkbox"/> Detailed TOR (Annex 4) <input checked="" type="checkbox"/> Technical Proposal Evaluation Form (Annex 5)
Contact Person for Inquiries (Written inquiries only)	<p>Irina Mikeladze Project Admin/Finance Associate irina.mikeladze@undp.org</p> <p>Ketevan Uridia Project Expert on ADR Ketevan.uridia@undp.org</p> <p>Any delay in UNDP's response shall not be used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers.</p>
Other Information [pls. specify]	Pre-proposal meeting will be organized by UNDP on 30 July 2019, 12:00 am at UN House (9, Eristavi St. Tbilisi)

FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL

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

[insert: Location].

[insert: Date]

To: Liana Kartsivadze, Project Manager "Enhanced Mediation and Arbitration for Fairer and Faster Commercial Dispute Resolutions" 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 7/24/2019, and all of its attachments, as well as the provisions of UNDP General Contract Terms and Conditions:

A. Qualifications of the Service Provider

The Service Provider must have:

Experience of the Firm:

- ✓ at least 7 years' experience in the area of polling and surveys **(minimum requirement);**
- ✓ experience in conducting of at least 5 projects of similar size country-wide surveys **(minimum requirement);**
- ✓ experience in conducting at least 2 customer/user satisfaction surveys **(minimum requirement);**
 - experience in conducting survey(s) on awareness and perceptions of access to justice, judiciary system or a related topic – would be an asset;
- ✓ Institutional capacity of conducting face-to-face interview-based country wide surveys and use of survey data processing software (primarily SPSS and/or STATA software) **(minimum requirement);**
- ✓ Experience in implementing at least 3 surveys, financed by bilateral donor and/or international organizations **(minimum requirement);**
- ✓ Having at least 3 letters of recommendation from previous contract providers for successful completion of the similar project **(minimum requirement);**
 - Having a reference from an international organization for conducting similar survey(s) – would be an asset.

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:

- a) *Company Profile – describing the nature of business, field of expertise, no more than 10 pages;*
- b) *Business Licenses – Registration Papers, Tax Payment Certification, etc.*
- c) *Latest Audited Financial Statement – income statement and balance sheet to indicate its financial stability, liquidity, credit standing, and market reputation, etc.;*
- d) *Track Record – list of clients for similar services as those required by UNDP, indicating description of contract scope, contract duration, contract value, contact references;*
- e) *Written Self-Declaration that the company is not in the UN Security Council 1267/1989 List, UN Procurement Division List or Other UN Ineligibility List.*
- f) *Provide List of Bank References (Name of Bank, Location, Contact Person and Contact Details).*

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.

C. Qualifications of Key Personnel

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

a) Names and qualifications of the key personnel:

At a minimum:

Project Coordinator

- with at least 5 years of experience of management and coordination of survey project (minimum requirement)

Sampling/Questionnaire Design Consultant

- with at least 3 years of experience in sampling and questionnaire design (minimum requirement)

Data Analysis Consultant

- with at least 5 years of experience in statistical analysis of data (minimum requirement)

The other professional team if deemed appropriate by the contractor to fulfill the requirements as spelled out in this RFP (Note: It is possible to combine several expert functions within one individual, provided that the candidate fully meets all needed qualifications).

b) CVs demonstrating qualifications must be submitted; and

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

D. Cost Breakdown per Deliverable*

	Deliverables <i>[list them as referred to in the RFP]</i>	Percentage of Total Price <i>(Weight for payment)</i>	Price <i>(Lump Sum, All Inclusive)</i>
1	Deliverable 1 Survey instruments (Phase 1)	20%	
2	Deliverable 4 Technical Report (Phase 1)	30%	
3	Deliverable 5 Survey instruments (Phase 2)	20%	
4	Deliverable 8 Technical Report (Phase 2)	30%	
	Total	100%	

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

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

Description of Activity	Remuneration (per Month)	Total Period of Engagement (Months)	No. of Personnel	Total Rate
I. Personnel Services				
1. Project Coordinator				
2. Sampling/Questionnaire Design Consultant				
3. Data Analysis Consultant				
4. Interviewers				
5. Quality control manager				
II. Out of Pocket Expenses				
1. Travel Costs				
2. Accommodation costs				
3. Daily Allowance				
III. Other Related Costs				
1. Communications				
2. Translation costs				
3. Printing costs				
4. Other costs if applicable				

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

[Designation]

[Date]

GENERAL TERMS AND CONDITIONS FOR INSTITUTIONAL (DE MINIMIS) CONTRACTS

This Contract is between the United Nations Development Programme, a subsidiary organ of the United Nations established by the General Assembly of the United Nations (hereinafter "UNDP"), on the one hand, and a company or organization indicated in the Face Sheet of this Contract (hereinafter the "Contractor"), on the other hand.

1. LEGAL STATUS OF THE PARTIES: UNDP and the Contractor shall be referred to as a "Party" or, collectively, "Parties" hereunder, and:

- 1.1** Pursuant, *inter alia*, to the Charter of the United Nations and the Convention on the Privileges and Immunities of the United Nations, the United Nations, including its subsidiary organs, has full juridical personality and enjoys such privileges and immunities as are necessary for the independent fulfillment of its purposes.
- 1.2** The Contractor shall have the legal status of an independent contractor *vis-à-vis* UNDP, and nothing contained in or relating to the Contract shall be construed as establishing or creating between the Parties the relationship of employer and employee or of principal and agent. The officials, representatives, employees, or subcontractors of each of the Parties shall not be considered in any respect as being the employees or agents of the other Party, and each Party shall be solely responsible for all claims arising out of or relating to its engagement of such persons or entities.

2. OBLIGATIONS OF THE CONTRACTOR:

- 2.1** The Contractor shall perform and complete the services described in the Terms of Reference and Schedule of Payments (hereinafter the "Services"), with due diligence and efficiency, and in accordance with this Contract. The Contractor shall also provide all technical and administrative support needed in order to ensure the timely and satisfactory performance of the Services.
- 2.2** The Contractor represents and warrants the accuracy of any information or data provided to UNDP for the purpose of entering into this Contract, as well as the quality of the deliverables and reports foreseen under this Contract, in accordance with the highest industry and professional standards.
- 2.3** All time limits contained in this Contract shall be deemed to be of the essence in respect of the performance of the provision of the Services.

3. LONG TERM AGREEMENT: If the Contractor is engaged by UNDP on the basis of a long-term agreement ("LTA") as indicated in the Face Sheet of this Contract, the following conditions shall apply:

- 3.1** UNDP does not warrant that any quantity of Services shall be ordered during the term of the LTA.
- 3.2** Any UNDP business unit, including, but not limited to, a Headquarters unit, a Country Office or a Regional Centre, as well as any United Nations entity, may benefit from the retainer and order Services from the Contractor hereunder.
- 3.3** The Contractor shall provide the Services, as and when requested by UNDP and reflected in a purchase order, which shall be subject to the terms and conditions stipulated in this Contract. For the avoidance of doubt, UNDP shall acquire no legal obligations towards the Contractor unless and until a purchase order is issued.

- 3.4** The Services shall be at the Discount Prices annexed hereto. The prices shall remain in effect for a period of three years from the Starting Date stated in the Face Sheet of this Contract.
- 3.5** In the event of any advantageous technical changes and/or downward pricing of the Services during the term of the retainer, the Contractor shall notify UNDP immediately. UNDP shall consider the impact of any such event and may request an amendment to the retainer.
- 3.6** The Contractor shall report semi-annually to UNDP on the Services provided, unless otherwise specified in the Contract. Each report should be submitted to the UNDP Contact Person indicated in as indicated in the Face Sheet hereto, as well as to a UNDP business unit that has placed a purchase order for the Services during the reporting period.
- 3.7** The LTA shall remain in force for the maximum period of two years and may be extended by UNDP for one additional year by mutual agreement of the Parties.

4. PRICE AND PAYMENT:

- 4.1 FIXED PRICE:** If Fixed Price is chosen as a payment method pursuant to the Face Sheet of this Contract, in full consideration for the complete and satisfactory provision of the Services, UNDP shall pay the Contractor a fixed amount indicated in the Face Sheet of this Contract.
- 4.1.1** The amount stated in the Face Sheet of this Contract is not subject to any adjustment or revision because of price or currency fluctuations, or the actual costs incurred by the Contractor in the performance of the Contract.
- 4.1.2** UNDP shall effect payments to the Contractor in the amounts and pursuant to the schedule of payments set forth in the Terms of Reference and Schedule of Payments, upon completion by the Contractor of the corresponding deliverable(s) and upon acceptance by UNDP of the original invoices submitted by the Contractor to the UNDP Contact Person indicated in the Face Sheet of this Contract, together with whatever supporting documentation that may be required by UNDP:
- 4.1.3** Invoices shall indicate a deliverable completed and the corresponding amount payable.
- 4.1.4** Payments effected by UNDP to the Contractor shall be deemed neither to relieve the Contractor of its obligations under this Contract nor as acceptance by UNDP of the Contractor's provision of the Services.
- 4.2 COST REIMBURSEMENT:** If Cost Reimbursement is chosen as a payment method pursuant to the Face Sheet of this Contract, in full consideration for the complete and satisfactory provision of the Services under this Contract, UNDP shall pay the Contractor an amount not exceeding the total amount stated in the Face Sheet of this Contract.
- 4.2.1** The said amount is the maximum total amount of reimbursable costs under this Contract. The breakdown of costs contained in the Financial Proposal, referred to in the Face Sheet to this Contract shall specify the maximum amount per each cost category that is reimbursable under this Contract. The Contractor shall specify in its invoices or financial reports (as required by UNDP) the amount of the actual reimbursable costs incurred in the provision of the Services.
- 4.2.2** The Contractor shall not provide the Services or equipment, materials and supplies that may result in any costs in excess of the amount stated in the Face Sheet of this Contract, or of the maximum amount per each cost category specified in the breakdown of costs contained in the Financial Proposal, without the prior written agreement of the UNDP Contact Person.
- 4.2.3** The Contractor shall submit original invoices or financial reports (as required by UNDP) for the Services provided in accordance with the schedule set forth in the Terms of Reference and Schedule of Payments. Such invoices or financial reports shall indicate a deliverable or deliverables completed and the corresponding amount payable. They shall be submitted to the UNDP Contact Person, together with whatever supporting documentation of the actual costs incurred that is required in the Financial Proposal, or may be required by UNDP.

- 4.2.4 UNDP shall effect payments to the Contractor upon completion by the Contractor of the deliverable(s) indicated in the original invoices or financial reports (as required by UNDP) and upon acceptance of these invoices or financial reports by UNDP. Such payments shall be subject to any specific conditions for reimbursement specified in the breakdown of costs contained in the Financial Proposal.
- 4.2.5 Payments effected by UNDP to the Contractor shall be deemed neither to relieve the Contractor of its obligations under this Contract nor as acceptance by UNDP of the Contractor's performance of the Services.

5. ADVANCE PAYMENT:

- 5.1 If an advance payment is due to the Contractor pursuant to the Face Sheet of this Contract, the Contractor shall submit an original invoice for the amount of that advance payment upon signature of this Contract by the Parties.
- 5.2 If an advance payment representing 20% or more of the total contract value, or amounting to US\$30,000 or more, is to be made by UNDP upon signature of the Contract by the Parties, such payment shall be contingent upon receipt and acceptance by UNDP of a bank guarantee or a certified cheque for the full amount of the advance payment, valid for the duration of the Contract, and in a form acceptable to UNDP.

6. SUBMISSION OF INVOICES AND REPORTS:

- 6.1 All original invoices, financial reports and any other reports and supporting documentation required under this Contract shall be submitted by mail by the Contractor to UNDP Contact Person. Upon request of the Contractor, and subject to approval by UNDP, invoices and financial reports may be submitted to UNDP by fax or email.
- 6.2 All reports and invoices shall be submitted by the Contractor to the UNDP Contact Person specified in the Face Sheet of this Contract.

7. TIME AND MANNER OF PAYMENT:

- 7.1 Invoices shall be paid within thirty (30) days of the date of their acceptance by UNDP. UNDP shall make every effort to accept an original invoice or advise the Contractor of its non-acceptance within a reasonable time from receipt.
- 7.2 Where the Services are to be provided, in addition to an invoice, the Contractor shall submit to UNDP a report, describing in detail the Services provided under the Contract during the period of time covered in each report. All reports shall be written in the English language.

8. RESPONSIBILITY FOR EMPLOYEES:

- 8.1 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.
- 8.2 The Contractor is responsible for and shall assume all risk and liabilities relating to its personnel and property. The Contractor shall (i) put in place an appropriate security plan and maintain the security plan, taking into account the security situation in the country where the Services are being provided; and (ii) assume all risks and liabilities related to the Contractor's security, and the full implementation of the security plan. UNDP reserves the right to verify whether such a plan is in place, and to suggest modifications to the plan when necessary. Failure to maintain and implement an appropriate security plan as required hereunder shall be deemed a breach of this contract. Notwithstanding the foregoing, the Contractor shall remain solely responsible for the security of its personnel and for UNDP's property in its custody as set forth above.

9. 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.

10. SUBCONTRACTING: 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.

11. 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 worker'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.

12. INSURANCE AND LIABILITY:

12.1 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.

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

12.3 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.

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

12.4.1 Name UNDP as additional insured;

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

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

12.5 The Contractor shall, upon request, provide UNDP with satisfactory evidence of the insurance required under this Article 12.

13. ENCUMBRANCES AND 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 UNDP against any monies due to the Contractor or that may become due for any work done or against any goods supplied or materials furnished under the Contract, or by reason of any other claim or demand against the Contractor or UNDP.

14. EQUIPMENT FURNISHED BY UNDP TO THE CONTRACTOR: Title to any equipment and supplies that may be furnished by UNDP to the Contractor for the performance of any obligations under the Contract shall rest with UNDP, and any such equipment shall be returned to UNDP at the conclusion of the 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, and the Contractor shall be liable to compensate UNDP for the actual costs of any loss of, damage to, or degradation of the equipment that is beyond normal wear and tear.

15. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

15.1 Except as is otherwise expressly provided in writing in the Contract, 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 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. The Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for UNDP.

15.2 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, UNDP does not and shall not claim any ownership interest thereto, and the Contractor grants to 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.

15.3 At the request of 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 UNDP in compliance with the requirements of the applicable law and of the Contract.

15.4 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 UNDP, shall be made available for use or inspection by 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.

16. PUBLICITY, AND USE OF THE NAME, EMBLEM OR OFFICIAL SEAL OF UNDP OR THE UNITED NATIONS:

The Contractor shall not advertise or otherwise make public for purposes of commercial advantage or goodwill that it has a contractual relationship 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 the United Nations in connection with its business or otherwise without the written permission of UNDP.

17. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION: Information and data that is considered proprietary by either Party or 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:

17.1 The Recipient shall:

17.1.1 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*,

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

17.2 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 17, the Recipient may disclose Information to:

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

17.2.2 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:

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

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

17.2.2.3 for the United Nations, a principal or subsidiary organ of the United Nations established in accordance with the Charter of the United Nations.

17.3 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 UNDP sufficient prior notice of a request for the disclosure of Information in order to allow UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.

17.4 UNDP may disclose Information to the extent as required pursuant to the Charter of the United Nations, or pursuant to resolutions or regulations of the General Assembly or rules promulgated thereunder.

17.5 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.

17.6 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.

18. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS:

18.1 In the event of and as soon as possible after the occurrence of any cause constituting *force majeure*, the affected Party shall give notice and full particulars in writing to the other Party, of such occurrence or cause if the affected Party is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under the Contract. The affected Party shall also notify the other Party of any other changes in condition or the occurrence of any event which interferes or threatens to interfere with its performance of the Contract. Not more than fifteen (15) days following the provision of such notice of *force majeure* or other changes in condition or occurrence, the affected Party shall also submit a statement to the other Party of estimated expenditures that will likely be incurred for the duration of the change in condition or the event of *force majeure*. On receipt of the notice or notices required hereunder, the Party not affected by the occurrence of a cause constituting *force majeure* shall take such action as it reasonably considers to be appropriate or necessary in the circumstances, including the granting to the affected Party of a reasonable extension of time in which to perform any obligations under the Contract.

18.2 If the Contractor is rendered unable, wholly or in part, by reason of *force majeure* to perform its obligations and meet its responsibilities under the Contract, UNDP shall have the right to suspend or terminate the Contract on the same terms and conditions as are provided for in Article 19, "Termination," except that the period of notice shall be seven (7) days instead of thirty (30) days. In any case, UNDP shall be entitled to consider the Contractor permanently unable to perform its obligations under the Contract in case the Contractor is unable to perform its obligations, wholly or in part, by reason of *force majeure* for any period in excess of ninety (90) days.

18.3 *Force majeure* as used herein means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, or any other acts of a similar nature or force, *provided that* such acts arise from causes beyond the control and without the fault or negligence of the Contractor. The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in areas in which 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.

19. TERMINATION:

19.1 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 22.2 ("Arbitration"), below, shall not be deemed a termination of this Contract.

19.2 UNDP may terminate the Contract at any time by providing written notice to the Contractor in any case in which the mandate of UNDP applicable to the performance of the Contract or the funding of UNDP applicable to the Contract is curtailed or terminated, whether in whole or in part. In addition, unless otherwise provided by the Contract, upon sixty (60) day's advance written notice to the Contractor, UNDP may terminate the Contract without having to provide any justification therefor.

19.3 In the event of any termination of the Contract, no payment shall be due from UNDP to the Contractor except for the Services satisfactorily provided to UNDP in accordance with the requirements of the Contract.

19.4 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, 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 UNDP of the occurrence of any of the above events.

19.5 The provisions of this Article 19 are without prejudice to any other rights or remedies of UNDP under the Contract or otherwise.

20. NON-WAIVER OF RIGHTS: The failure by either Party to exercise any rights available to it, whether under the Contract or otherwise, shall not be deemed for any purposes to constitute a waiver by the other Party of any such right or any remedy associated therewith, and shall not relieve the Parties of any of their obligations under the Contract.

21. NON-EXCLUSIVITY: Unless otherwise specified in the Contract, UNDP shall have no obligation to purchase any minimum quantities of goods or services from the Contractor, and UNDP shall have no limitation on its right to obtain goods or services of the same kind, quality and quantity described in the Contract, from any other source at any time.

22. SETTLEMENT OF DISPUTES:

22.1 AMICABLE SETTLEMENT: The Parties shall use their best efforts to amicably settle any dispute, controversy, or claim arising out of the 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 Conciliation Rules then obtaining of the United Nations Commission on International Trade Law ("UNCITRAL"), or according to such other procedure as may be agreed between the Parties in writing.

22.2 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 22.1, 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. 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") and Article 34 ("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.

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

24. TAX EXEMPTION:

24.1 Article II, 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 restrictions, 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 exemptions of UNDP from such taxes, restrictions, duties, or charges, the Contractor shall immediately consult with UNDP to determine a mutually acceptable procedure.

24.2 The Contractor authorizes UNDP to deduct from the Contractor's invoices any amount representing such taxes, duties or charges, unless the Contractor has consulted with UNDP before the payment thereof and UNDP has, in each instance, specifically authorized the Contractor to pay such taxes, duties, or charges under written protest. In that event, the Contractor shall provide UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized, and UNDP shall reimburse the Contractor for any such taxes, duties, or charges so authorized by UNDP and paid by the Contractor under written protest.

25. MODIFICATIONS: No modification or change in this Contract shall be valid and enforceable against UNDP unless executed in writing by the duly authorized representatives of the Parties.

26. AUDITS AND INVESTIGATIONS:

26.1 Each invoice paid by UNDP shall be subject to a post-payment audit by auditors, whether internal or external, of UNDP or by other authorized and qualified agents of UNDP at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract. UNDP shall be entitled to a refund from the Contractor for any amounts shown by such audits to have been paid by UNDP other than in accordance with the terms and conditions of the Contract.

26.2 UNDP may conduct investigations relating to any aspect of the Contract or the award thereof, the obligations performed under the Contract, and the operations of the Contractor generally relating to performance of the Contract at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract.

26.3 The Contractor shall provide its full and timely cooperation with any such inspections, postpayment audits or investigations. Such cooperation shall include, but shall not be limited to, the Contractor's obligation to make available its personnel and any relevant documentation for such purposes at reasonable times and on reasonable conditions and to grant to UNDP access to the Contractor's premises at reasonable times and on reasonable conditions in connection with such access to the Contractor's personnel and relevant documentation. The Contractor shall require its agents, including, but not limited to, the Contractor's attorneys, accountants or other advisers, to reasonably cooperate with any inspections, post-payment audits or investigations carried out by UNDP hereunder.

26.4 UNDP shall be entitled to a refund from the Contractor for any amounts shown by such audits or investigations to have been paid by UNDP other than in accordance with the terms and conditions of the Contract. The Contractor also agrees that, where applicable, donors to UNDP whose funding is the source of, in whole or in part, the funding for the procurement of Goods and/or Services which are the subject of this Contract, shall have direct recourse to the Contractor for the recovery of any funds determined by UNDP to have been used in violation of or inconsistent with this Contract.

27. LIMITATION ON ACTIONS:

27.1 Except with respect to any indemnification obligations in Article 11, above, or as are otherwise set forth in the Contract, any arbitral proceedings in accordance with Article 22.2, above, arising out of the Contract must be commenced within three years after the cause of action has accrued.

27.2 The Parties further acknowledge and agree that, for these purposes, a cause of action shall accrue when the breach actually occurs, or, in the case of latent defects, when the injured Party knew or should have known all of the essential elements of the cause of action, or in the case of a breach of warranty, when tender of delivery is made, except that, if a warranty extends to future performance of the goods or any process or system and the discovery of the breach consequently must await the time when such goods or other process or system is ready to perform in accordance with the requirements of the Contract, the cause of action accrues when such time of future performance actually begins.

28. ESSENTIAL TERMS: The Contractor acknowledges and agrees that each of the provisions in Articles 29 to 35 hereof constitutes an essential term of the Contract and that any breach of any of these provisions shall entitle UNDP to terminate the Contract or any other contract with UNDP immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind. In addition, nothing herein shall limit the right of UNDP to refer any alleged breach of the said essential terms to the relevant national authorities for appropriate legal action.

29. SOURCE OF INSTRUCTIONS: The Contractor shall neither seek nor accept instructions from any authority external to UNDP in connection with the performance of its obligations under the Contract. Should any authority external to UNDP seek to impose any instructions concerning or restrictions on the Contractor's performance under the Contract, the Contractor shall promptly notify UNDP and provide all reasonable assistance required by UNDP. The Contractor shall not take any action in respect of the performance of its obligations under the Contract that may adversely affect the interests of UNDP or the United Nations, and the Contractor shall perform its obligations under the Contract with the fullest regard to the interests of UNDP.

30. STANDARDS OF CONDUCT: The Contractor warrants that it has not and shall not offer any direct or indirect benefit arising from or related to the performance of the Contract, or the award thereof, to any representative, official, employee or other agent of UNDP. The Contractor shall comply with all laws, ordinances, rules and regulations bearing upon the performance of its obligations under the Contract. In addition, in the performance of the Contract, the Contractor shall comply with the Standards of Conduct set forth in the Secretary General's Bulletin ST/SGB/2002/9 of 18 June 2002, entitled "Regulations Governing the Status, Basic Rights and Duties of Officials other than Secretariat Officials, and Expert on Mission" and ST/SGB/2006/15 of 26 December 2006 on "Post-employment restrictions", and shall also comply with and be subject to the requirements of the following:

30.1 The UN Supplier Code of Conduct;

30.2 UNDP Policy on Fraud and other Corrupt Practices ("UNDP Anti-fraud Policy");

30.3 UNDP Office of Audit and Investigations (OAI) Investigation Guidelines;

30.4 UNDP Vendor Sanctions Policy; and

30.5 All security directives issued by UNDP.

The Contractor acknowledges and agrees that it has read and is familiar with the requirements of the foregoing documents which are available online at www.undp.org or at <http://www.undp.org/content/undp/en/home/operations/procurement/business/>. In making such acknowledgement, the Contractor represents and warrants that it is in compliance with the requirements of the foregoing, and will remain in compliance throughout the term of this Contract.

31. OBSERVANCE OF THE LAW: The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the Contract. In addition, the Contractor shall maintain compliance with all obligations relating to its registration as a qualified vendor of goods or services to UNDP, as such obligations are set forth in UNDP vendor registration procedures.

32. CHILD LABOR: The Contractor represents and warrants that neither it, its parent entities (if any), nor any of the Contractor's subsidiary or affiliated entities (if any) 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.

33. MINES: The Contractor represents and warrants that neither it, its parent entities (if any), nor any of the Contractor's subsidiaries or affiliated entities (if any) is engaged in the sale or manufacture of anti-personnel mines or components utilized in the manufacture of anti-personnel mines.

34. SEXUAL EXPLOITATION:

34.1 In the performance of the Contract, the Contractor shall comply with the Standards of Conduct set forth in the Secretary-General's bulletin ST/SGB/2003/13 of 9 October 2003, concerning "Special measures for protection from sexual exploitation and sexual abuse." In particular, the Contractor shall not engage in any conduct that would constitute sexual exploitation or sexual abuse, as defined in that bulletin.

34.2 The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by its employees or any other persons engaged and controlled 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 reasonable and appropriate measures to prohibit its employees or other persons engaged and controlled by it from exchanging any money, goods, services, or other things of value, for sexual favors or activities, or from engaging any sexual activities that are exploitive or degrading to any person.

34.3 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.

35. ANTI-TERRORISM: The Contractor agrees to undertake all reasonable efforts to ensure that none of the UNDP funds received under the Contract is used to provide support to individuals or entities associated with terrorism and that recipients of any amounts provided by UNDP hereunder do not appear on the list maintained by the Security Council Committee established pursuant to resolution 1267 (1999). The list can be accessed via https://www.un.org/sc/suborg/en/sanctions/1267/aq_sanctions_list. This provision must be included in all sub-contracts or sub-agreements entered into under the Contract.

TERMS OF REFERENCE
Surveys on Alternative Dispute Resolution (ADR) in Georgia

Projects:	Enhanced Mediation and Arbitration for Fairer and Faster Commercial Dispute Resolutions - #00104336
Proposal Title:	Surveys on Alternative Dispute Resolution (ADR) in Georgia
Duty Station:	Tbilisi, Georgia
Expected Starting Date:	1 September 2019
Duration of Contract:	15 months, duration of expected works: 8 months

1. BACKGROUND

Enhanced Mediation and Arbitration for Fairer and Faster Commercial Dispute Resolution is a joint project of European Union and United Nations Development Programme.

This project is funded by the European Union based on the Financing Agreement for support of economic and business development in Georgia signed between Georgia and the European Union in November 2018.

The project is built upon progress achieved in the course of implementation of the EU-UNDP joint programme "Enhancing Access to Justice and Development of a Child-Friendly Justice System in Georgia" (01/01/2016 – 31/12/2018) (Joint Programme). The intended outcome of the project contributes to the social-economic development of Georgia by promoting fairer and faster commercial dispute resolution through effectively functioning alternative dispute resolution system.

In particular, the project is expected to deliver the following outputs:

1. Enhanced use and quality of arbitration and mediation through strengthening relevant institutions;
2. Enhanced capacity and qualification of mediators, arbitrators, legal professionals and judiciary to promote consistent, efficient and fast resolution of commercial disputes.

The Project's main stakeholders are Ministry of Justice, Judiciary, Association of Mediators, Georgian Association of Arbitrators, Georgian International Arbitration Centre, High Education Institutions, including National Centre for ADR (NCADR) at the Tbilisi State University, Arbitration Initiative Georgia (AIG), out-of-court mediation centres, education institutions, and CSOs working on/with ADRs, High School of Justice, High Council of Justice, Georgian Bar Association as well as the CSOs working on promoting legal profession.

The Project's main beneficiaries are mediators, arbitrators, judiciary; Association of Mediators, Georgian Association of Arbitrators, legal professionals including lawyers and law students, judges and court staff, SMEs, general public.

One of the outputs of the project is support to the increased use of ADRs in commercial cases. This will be undertaken through support to the justice system in establishment of court mediation centres, raising awareness about mediation and arbitration and enhanced communication between SMEs, mediators, arbitrators, judges and lawyers. Even though the project will not be able to track the number of out-of-court mediations and arbitrations due to the confidential nature of the proceedings, raising general awareness on mediation and arbitration shall contribute to higher numbers of case referrals to ADRs.

Under this component project plans to carry out targeted information campaign to increase awareness and trust in alternative dispute resolution mechanisms among major stakeholders and support to improvement of ADR services based on customer-satisfaction rates and in line with best international practices.

The Survey: Human Rights and Access to Justice in Georgia: Public Perceptions and Awareness (2016 Survey)¹ showed that in 2016 awareness on mediation was quite low - only 14% of the Georgian population have heard of it. The numbers of those having heard of mediation are similar in all genders and age categories. The efforts to raise the awareness shall continue. While, awareness on arbitration is also low – only 29%.

The recent survey “Legal and Practical Aspects of Arbitration in Georgia”² conducted by UNDP in the framework EU funded joint project has revealed that development of arbitration is mainly hindered due to the lack of trust. The survey further identified the key factors behind that, namely, low qualification of arbitrators, lack of ethical standards in arbitration and lack of transparency with respect to the information related to arbitration institutions and arbitrators, close affiliation of arbitration with financial institutions, uninformed engagement of natural persons in arbitration.

In recent years EU and UNDP have provided considerable assistance to Georgia for developing and institutionalization of mediation and arbitration. This support has mainly focused on strengthening capacity of ADR institutions so that they can better fulfill their roles and support legal reforms that have been adopted with the aim to institutionalize the field. UNDP has supported creation of draft law on mediation and presented it to the Ministry of Justice for further review. Draft law on mediation is currently passed by Parliament on second hearing and is expected to be adopted in 2019.

Since the outcome of the support has generally been positive it is expected that awareness on mediation and arbitration among business circles has raised in recent years, however ADR mechanisms are not broadly used in the country. Project deems it appropriate to study and analyze current situation and plan its further support activities based on the data collected through the survey. Moreover, the follow up survey shall be carried out closer to the completion of the project’s activities.

Activities that has to be implemented in the scope of the project have to be in line with current needs of its end users. There is a need to create the baseline data for areas needing further improvement in the manner the ADR services are provided. For this reason, the project aims to study and analyze perceptions of those beneficiaries who have had an experience with ADR service provider institutions.

Therefore, the Project plans to commission surveys which will examine the issues related awareness on arbitration and mediation and customer satisfaction with ADR mechanisms. It will serve as a baseline for awareness and capacity building campaigns for UNDP in the relevant fields.

2. AIM OF THE ASSIGNMENT

The assignment aims at conducting multiple surveys on awareness and perceptions in the field of arbitration and mediation in Georgia as well as on customer satisfaction with ADR institutions.

Successful contractor shall conduct 4 surveys within the scope of this assignment, particularly two rounds of independently designed surveys: Survey on Awareness on Arbitration and Mediation (Awareness Survey) and Survey on Customer Satisfaction with ADR services in Georgia (Customer Satisfaction Survey). Both surveys shall be conducted in the beginning of assignment (Phase 1) as well as by the end of assignment (Phase 2).

Awareness Survey shall investigate to what degree the public is informed about and how they perceive arbitration and mediation. The findings will help UNDP build up a strong evidence base to identify the issues related to ADR mechanisms and plan targeted awareness raising activities in the selected areas. The Awareness Survey shall be carried out based on 2016 Survey methodology to ensure comparability of the data. The results of the Awareness Survey shall be comparable with 2016 Survey’s relevant findings and shall be analysed accordingly.

Customer Satisfaction Survey shall investigate the rate of customer satisfaction among those who have used ADR mechanisms in Georgia. The findings will help UNDP to identify particular directions which need improvement and adopt the strategy of capacity building of ADR institutions accordingly.

During the second phase of this assignment, repeated round of Surveys will be carried out having the same objectives and scope as first phase surveys. They shall be conducted based on the same methodology to ensure the comparable data.

¹ Human Rights and Access to Justice in Georgia: Public Perceptions and Awareness. 2017, accessible at: http://www.ge.undp.org/content/georgia/en/home/library/democratic_governance/human_rights_survey_2017.html.

² The survey “Legal and Practical Aspects of Arbitration in Georgia” is available at the website of UNDP Georgia at http://www.ge.undp.org/content/georgia/en/home/library/democratic_governance/legal-and-practical-aspects-of-arbitration-in-georgia-2018.html.

3. **OBJECTIVES OF THE ASSIGNMENT**

The overall objective of the assignment is to conduct surveys that will determine and analyse the level of public awareness and perceptions towards arbitration and mediation in Georgia and measure the rate of customer satisfaction towards ADR mechanisms and institutions in Georgia creating the evidence base for any activities in this field.

4. **SCOPE OF WORK AND EXPECTED OUTPUT**

Awareness Survey:

The selected organization is expected to follow the methodology of the 2016 survey that includes quantitative and qualitative parts sampling frame, questionnaires, organize the field work, focus groups, collect and analyse data and provide UNDP with an analytic report summarizing the findings as to the Awareness Survey.

The survey shall cover following large regional cities of Georgia Tbilisi, Telavi, Akhaltsikhe, Marneuli, Gori, Kutaisi, Ozurgeti, Zugdidi, Batumi. Minimum of 1000 individuals (representative sample) shall be interviewed during the survey, with a due consideration of a regional, gender and age, private person/business distribution, to the extent possible.

Customer Satisfaction Survey:

The selected organization is expected to develop a methodology of purposive sampling of interviewees who have had an experience of using ADR services in Georgia. Minimum 150 individuals shall be interviewed during the survey.

The survey instruments shall be developed by an organization in close cooperation with UNDP and partner agencies identified by UNDP if any. The survey instrument shall cover the following topics:

Awareness Survey:

- Awareness on and perceptions towards alternative dispute resolution mechanisms – arbitration and mediation including but not limited to perceptions towards advantages and disadvantages of both mechanisms over the court; factors determining their position;
- The major sources of information with respect to mediation and arbitration for different groups.

Customer Satisfaction Survey:

- Satisfaction with ADR mechanisms and relevant institutions, including but not limited to satisfaction with the service of arbitration/mediation institutions, rates, timeline, qualification of mediator/arbitrator, procedural part, factors/actors contributing to the formation of their position, advantages and disadvantages over court, proceedings after mediation/arbitration
- The survey questionnaires shall also include a demographic card registering basic demographic information (sex, age, education level, IDP/disability status, citizenship/ethnicity, social status, employment status, etc.)

Sampling procedure

Awareness Survey:

For the Phase 1 Awareness Survey sample of 1,000 persons shall be constructed by the organization. It shall cover the following large regional cities of Georgia Tbilisi, Telavi, Akhaltsikhe, Marneuli, Gori, Kutaisi, Ozurgeti, Zugdidi, Batumi. The contractor shall ensure design of representative sample based on random selection method. The sampling methodology shall be agreed in advance with UNDP.

Phase 2 Awareness Survey shall be conducted based on sample of same number - 1,000 persons using the random selection method for sampling.

Customer Satisfaction Survey:

For Phase 1 and Phase 2 of Customer Satisfaction Survey purposive sampling will be used. Sample of up to 150 persons shall be constructed by the organization. UNDP shall provide its assistance with recruitment of the respondents. The contractor shall ensure design of purposive sample of persons having had an experience of

using either mediation or arbitration over the last five years. The sampling methodology shall be agreed in advance with UNDP.

Phase 2 Customer Satisfaction Survey shall be conducted based on sample of 300 persons using the same methodology for designing purposive sample.

Development of the Questionnaire and questionnaire testing

Awareness Survey:

The Awareness Survey shall be carried out based on the 2016 Survey methodology and questionnaire. The contractor may adapt the questionnaire if deemed appropriate and agreed with UNDP.

Customer Satisfaction Survey:

The questionnaire of at least 15 questions shall be developed by the selected organization for Customer Satisfaction Survey and agreed with UNDP. The questionnaire shall be discussed by at least 1 focus group of at least 5 persons. The final draft of the questionnaire shall be **pilot-tested** with at least 5 respondents before elaborating final versions of the questionnaire. After piloting, a debriefing session and adaptation of the questionnaires should be held. The final questionnaires should be discussed during the training of interviewers.

For both surveys:

Training of interviewers should include a detailed explanation of the objectives of the survey, a sampling design, the call back procedures, the response rate, non-response rate records, the detailed explanation of the questionnaires, a practice interview delivered between the trainer and a supervisor, discussion of problems and the logistics of the survey. Training of interviewers, preparation of interview manual, and support of interviewers during the field work will be a responsibility of the organization.

The final version of survey questionnaires shall be made available to UNDP at least in English and Georgian languages. The questionnaires should be adjusted for use in SPSS and/or STATA software.

Field work

Awareness Survey:

The survey should apply the method of *face-to-face interviews* by specially structured questionnaires. The surveys should be conducted through face to face interviews.

Customer Satisfaction Survey:

The survey should apply the method of *telephone or web-based interviews* by specially structured questionnaires.

Quality control

The contractor should implement quality control measures to ensure a high level of interviewer performance. A full description of these measures and the results of the quality control must be included in the final report. Non-responses must be recorded in an appropriate form.

Interviewers should at all times carry a field log in which they record relevant information on what happens in the field, such as contact and call-back details. The interviewer logs must supply enough information for an independent observer to locate and identify the respondent interviewed.

Technical report

A full technical report on the Field Work shall be provided to UNDP by the contractor including but not limited to the following:

- analysis of the field work process;
- definition of the target group sampled, the number of persons in the target group, the percentage of the regional population in the target group, the number of people excluded from the sample and the reasons for such exclusions;
- regional distribution of interviewers and the number of interviews conducted by each interviewer;

- refusal and non-response rates, and typical reasons for both forms of non-participation;
- a description of quality control measures implemented, and the results of interview verification procedures.

Data processing

The obtained data should be processed by means of relevant software (SPSS and/or STATA). The contractor should ensure coding of the obtained data, and clearance, correcting technical and logical errors.

The SPSS/STATA data file should be provided to UNDP. The contractor should provide UNDP with various breakdowns of the data file and data per UNDP request.

Data analysis and Reporting

Based on the survey results, the organization shall produce an analytic report detailing the major findings in terms of awareness on and perceptions of mediation and arbitration and customer satisfaction with ADR mechanisms.

The survey shall produce the data necessary identifying the current situation, allowing the analysts to interpret it and make various breakdowns as necessary. The comparison shall be made with the relevant findings of 2016 Survey and analyse their correlation.

The contractor should elaborate the **Survey Results Report** on each round of surveys conducted in the scope of assignment containing primary data, interpretation of quantitative survey data and graphical presentations (charts, tables and others as necessary per consultations with UNDP) of the data in Georgian and English languages. The draft report shall be presented to UNDP before finalization for feedback and comments.

Note: The complete data base shall be property of UNDP and the organization will have no rights to use its results, other than for the current assignment. Neither, the organization will have the right to transfer it to anyone without a prior written consent of UNDP.

5. TIMING

#	Service	2019					2020			
		Sep	Oct	Nov	Dec		Aug	Sept	Oct	Nov
	Phase 1									
1	Design of the methodology, survey instrument, final sample, final questionnaire									
2	Field work									
3	Data entry, processing, analysis presentation of draft results									
4	Analysis of the results, findings and presentation of the final results									
	Phase 2									
5	Field work									
6	Data entry, processing, analysis presentation of draft results									
7	Analysis of the results, findings and presentation of the final results									

6. DELIVERABLES

The organization is expected to produce the following deliverables:

DELIVERABLES	DUE DATE
Phase 1	
Deliverable 1 Survey instruments that are to be submitted to UNDP: 1.a Finalised questionnaires adapted to after piloting and consultations with UNDP; 1.b Samples frame - outline of the sampling design showing its regional breakdown and attributes (age, place of residence, and others).	No later than 30 September 2019

Deliverable 2 Technical Report compliant with the requirements as detailed above.	No later than 15 November 2019
Deliverable 3 Database of the survey data processed by means of the relevant software (SPSS and/or STATA).	No later than 30 November 2019
Deliverable 4 Final survey report containing interpretation of quantitative survey data and graphical presentations (charts, tables and others as necessary per consultations with UNDP) of the data in Georgian and in English languages.	No later than 5 January 2020
Phase 2	
Deliverable 5 Survey instruments that are to be submitted to UNDP: Samples frame - outline of the sampling design showing its regional breakdown and attributes (age, place of residence, social status and others), if changed.	No later than 1 August 2020
Deliverable 6 Technical Report compliant with the requirements as detailed above.	No later than 25 October 2020
Deliverable 7 Database of the survey data processed by means of the relevant software (SPSS and/or STATA).	No later than 5 November 2020
Deliverable 8 Draft and Final survey report containing interpretation of quantitative survey data and graphical presentations (charts, tables and others as necessary per consultations with UNDP) of the data in Georgian and in English languages.	No later than 15 November 2020

7. **ELIGIBILITY CRITERIA**

- Experience of conducting of a face-to-face and telephone interview-based country-wide surveys:
 - at least 7 years' experience in the area of polling and surveys (**minimum requirement**);
 - experience in conducting of at least 5 projects of similar size country-wide surveys (**minimum requirement**);
 - experience in conducting at least 2 customer/user satisfaction surveys (**minimum requirement**);
 - Experience in conducting survey(s) on awareness and perceptions of access to justice, judiciary system or a related topic – would be an asset;
- Institutional capacity of conducting face-to-face interview-based country wide surveys and use of survey data processing software (primarily SPSS and/or STATA software) (**minimum requirement**);
- Experience in implementing at least 3 surveys, financed by bilateral donor and/or international organizations (**minimum requirement**);
- Having at least 3 letters of recommendation from previous contract providers for successful completion of the similar project (**minimum requirement**);
- Having reference from an international organization for conducting similar surveys – would be an asset;
- Qualified and experienced team consisting of, at a minimum:
 - (1) **Project Coordinator** – with at least 5 years of experience of management and coordination of survey project (**minimum requirement**);
 - (2) **Sampling/Questionnaire Design consultant** - with at least 3 years of experience in sampling and questionnaire design (**minimum requirement**);
 - (3) **Data Analysis Consultant** with at least 5 years of experience in statistical analysis of data (**minimum requirement**);

The other professional team as deemed appropriate by the contractor to fulfil the requirements as spelled out in this RFP (Note: It is possible to combine several expert functions in one individual, provided that the candidate fully meets all needed qualifications).

The contract shall be awarded based on Highest Combined Score (based on 70% technical offer and 30% price weight distribution).

The detailed evaluation criteria including all obtainable points in respective categories can be found in annex 5 – Technical Proposal Evaluation Form

8. **PAYMENT MODALITY**

Successful company will be paid in 4 instalments upon satisfactory accomplishment of each of the above-mentioned phase and according to the following scheme:

Deliverables of the 1st phase	Amount to be paid
Deliverable 1: Survey instruments	20%
Deliverable 2: Technical Report	0%
Deliverable 3: Database of the survey data	0%
Deliverable 4: Final survey report	30%
Deliverables of the 2nd phase	
Deliverable 1: Survey instruments	20%
Deliverable 2: Technical Report	0%
Deliverable 3: Database of the survey data	0%
Deliverable 4: Final survey report	30%

UNDP will make the payment after satisfactory receipt of the due deliverable and a respective invoice.

Technical Proposal Evaluation Form

Technical Proposal	%	Minimum Obtainable Points	Max Obtainable Points
Expertise of the Firm			
At least 7 years' experience in the area of polling and surveys (minimum requirement)	2%	20	20
More than 7 years' experience in the area of polling and surveys (additional 5 points)	0.5%		5
Experience in conducting of at least 5 projects of similar size country-wide surveys (minimum requirement)	3%	30	30
Experience in conducting of more than 5 projects of similar size country-wide surveys (additional 10 points)	1%		10
Experience in conducting at least 2 customer/user satisfaction surveys (minimum requirement)	1.5%	30	30
Experience in conducting more than 2 customer/user satisfaction surveys (additional 10 points)	1%		10
Experience in conducting survey(s) on awareness and perceptions of access to justice, judiciary system or a related topic – would be an asset	1.5%		15
Institutional capacity of conducting face-to-face interview-based country wide surveys and use of survey data processing software (primarily SPSS and/or STATA software); (minimum requirement)	3%	30	30
Experience in implementing at least 3 surveys, financed by bilateral donor and/or international organizations (minimum requirement)	2%	20	20
Having at least 3 letters of recommendation from previous contract providers for successful completion of the similar project (minimum requirement)	1.5%	15	15
Having a reference from an international organization for conducting similar survey(s) – would be an asset	0.5%		5
Total Expertise of the Firm:	19%	145	190
Methodology, Its Appropriateness to the Condition and Timeliness of the Implementation Plan			
Have the important aspects of the task (different components of the study) been addressed in sufficient detail?	10%		100
Fully addressed – 60 (minimum requirement)		60	
Exceeds the requirement - 100			
Appropriateness of the methodology to the condition	10%		100
Comprehensive and systematic methodology – 60 (minimum requirement)		60	
Exceeds the requirement - 100			
Appropriateness of the quality assurance mechanisms	6%		60
Fully addressed– 40 (minimum requirement)		40	
Exceeds the requirement - 60			
Timeliness of the implementation plan	4%		40
In full compliance with requirements of TOR – 30 (minimum requirement)		30	
Exceeds the requirement - 40			
Total Methodology:	30%	190	300

Management Structure and Qualification of Key Personnel			
Project Coordinator	7.5%		
- with at least 5 years of experience of management and coordination of survey project (minimum requirement) minimum points obtainable - 60		60	60
- with more than 5 years of experience of management and coordination of survey projects (additional 15 points)			15
Sampling/Questionnaire Design Consultant	7.5%		
- with at least 3 years of experience in sampling and questionnaire design (minimum requirement) minimum points obtainable - 55		55	55
- more than 3 years of experience in sampling and questionnaire design (additional 20 points)			20
Data Analysis Consultant	6%		
- with at least 5 years of experience in statistical analysis of data (minimum requirement) minimum points obtainable 40		40	40
- with more than 5 years of experience in statistical analysis of data (additional 20 points)			20
TOTAL Management Structure and Qualification of Key Personnel	21%	155	210
TOTAL Technical Proposal	70 %	490	700
Financial Proposal	30%		300
Budget Proposals			
To be computed as a ration of the Proposal's Offer to the lowest price among the proposals received by UNDP	30%		300
Total:	100%		1000