



REQUEST FOR PROPOSAL (RFP)

Dear Sir / Madam:

We kindly request you to submit your Proposal for **“Institutional Development of the Administration of the Government of Georgia in framework of the Project: Supporting Public Administration Reform 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:

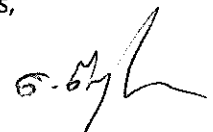
<http://www.undp.org/content/undp/en/home/operations/procurement/protestandsanctions/>

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,



Nana Tsiklauri

Supporting Public Administration Reform in Georgia

7/26/2019

Description of Requirements

Context of the Requirement	<p>In 2015, the Administration of the Government of Georgia (AoG) adopted the "Public Administration Reform (PAR) Roadmap 2020," which outlines the six major policy areas in its public administration reform efforts: Policy Planning and Coordination, Civil Service Reform and Human Resource Management, Service Delivery, Accountability, Public Finance Management and Local Self-Government. Through its multi-year initiative, "Supporting Public Administration Reform in Georgia" UNDP addresses a distinct package of specific, predetermined needs under the three (Policy Planning and Coordination, Civil Service Reform and Human Resource Management and Service Delivery) crucial areas within the PAR Roadmap. The overall goal of this support is to enhance the capability of the Government of Georgia to implement its national development agenda through a more effective, professionally trained, unified and independent public administration that delivers public services with greater accountability and responsiveness to citizens' needs. The initiative intends to sustain, support and build key institutions and processes required for advancing the PAR reform through offering consultancy and capacity building. Development of professional and modern civil service and public administration are decisive for ensuring the resilience of Georgia to internal and external shocks and for achieving the country's human development objectives by ensuring citizens' access to their rights and services, as well as facilitating development of better public policies. In 2015-2016, the Government began implementing the Action Plan for PAR Roadmap 2020. Throughout this period the main actions entailed the creation of the legislative basis for reforms in multiple areas, especially as it relates to Civil Service Reform, as well as the establishment of a baseline for reforms through the initiation of a functional review process in the line ministries. The AoG has led a process of the implementation of the Public Administration Reform, as well as the Policy Planning System Reform in the country. It also has the leading role in the coordination of implementing Sustainable Development Goals (SDGs). The AoG through its Department of Policy Planning and Coordination is responsible for preparing government programs and respective monitoring reports, coordinating inter-agency issues and elaborating reform strategies, coordinating an external assistance to develop and strengthen aid coordination and aid management processes with a view to ensuring transparency and accountability of resource use and achieving a stronger impact of aid on national development outcomes. The AoG also leads e-governance agenda on the national level together with several other state agencies. At the same time the AoG serves as a Secretariat for the PAR and SDG Councils and starting from 2019 houses the Open Government Partnership (OGP) Georgia Forum. As a result of Policy Planning Reform under wider PAR, the Government-wide policy making functions have now fully consolidated under the AoG. The AoG is also tasked to provide operational-level management and coordination of PAR as well as establish, manage, coordinate, and improve monitoring, reporting, and evaluation systems for the given reform. Hence, the AoG now requires proper organizational structure and setting conducive to effective implementation of these critical functions. To accomplish this process of transformational changes, the AoG continues expressing its interest and commitment to undertake a series of institutional development interventions for strengthening its internal management systems and procedures. Currently the AoG consists of nine structural units: - Department of Policy Planning and Coordination; -Department of Communication with the Parliament and the President of Georgia; -Legal Department; -Strategic Communication Unit; -Department of Organizational</p>
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	Issues; - Department of Economic Planning;- Financial Unit;- Control Unit;- Secretariat for Human Rights. As defined by the Ordinance of the Government of Georgia of 26 June 2018 , the AoG is responsible for: planning, organization, coordination and control of implementation of the Government policy; defining annual objectives and priorities of the Government and presenting them for approval; coordination with relevant agencies to analyze external risks and developing foreign policy; informational and analytical support of the Prime Minister and the Georgian Government; informing the general public about the ongoing and planned Government projects and other important issues. To set up appropriate structures and procedures conducive to the effective and efficient fulfilment of its functions, the AoG is seeking an external advice and support to further improve the policy processes within the Government of Georgia. Detailed information on the project is given in TOR – Annex 4
Implementing Partner of UNDP	Administration of the Government of Georgia
Brief Description of the Required Services	The overall objective of the consultancy is to support the Administration of the Government of Georgia (AoG) in development of relevant structure, procedures, capacities and mechanisms to effectively and efficiently fulfil its functions. institutional development of the AoG should include analysis of the mandate, functions and responsibilities, evaluating the business processes and the structure of the organization, assessing its institutional and staff capacities and develop and implement a proper performance appraisal system.
List and Description of Expected Outputs to be Delivered	<ol style="list-style-type: none"> 1. Institutional development methodology – methodology will include detailed description of the contracted company's approach to deliver all three major types of services: a) Institutional assessment b) elaboration of documents such as renewed structure, jobs descriptions, description of business processes and development plans c) staff performance appraisal system. 2. Institutional assessment report – the report will describe the findings of the assessment: institutional and staff capacity of the AoG, results of the analysis of employees' engagement, internal and external stakeholders' analysis, analysis of the mandate, functions and responsibilities as well as business processes and structure of the AoG. The report will propose respective recommendations on improvement of the structure and business processes, potential reallocation/reassignment of staff of the AoG as well as other relevant issues; 3. Documentation – based on the institutional assessment and elaborated recommendations, relevant documentation will be developed: renewed structure of the agency and/or its units (if relevant); revised job descriptions of the staff together with the respective recommendations for potential reallocation/reassignment of staff; improved description of business processes; development plan of the AoG and its structural units; 4. Staff performance appraisal system – the contracted company will work with the AoG staff (conduct information meetings and workshops) to select the most relevant model for staff performance appraisal; train human resource and line managers in conducting performance appraisal; conduct information meetings with the staff to introduce the selected model; develop applicable documents related to staff performance appraisal such as personnel evaluation forms; consult the agency on implementing the selected system; 5. Mission report – the report will contain information on the performed activities and respective recommendations.
Person to Supervise the Work/Performance of the Service Provider	Supporting Public Administration Reform in Georgia Project Manager

Frequency of Reporting	Final Activity Report shall be submitted to UNDP within one week upon completion of all activities under the contract.			
Progress Reporting Requirements	The service provider, in addition to the deliverables, is expected to provide progress updates and report (verbally or in writing) on the status of the assignment if/when requested by UNDP.			
Location of work	<input checked="" type="checkbox"/> At Contractor's Location (Tbilisi, Georgia)			
Expected duration of work	7 months after signing of the contract			
Target start date	01 September 2019			
Latest completion date	31 March 2020			
Travels Expected	At least 1 mission of International Consultant is expected to Tbilisi, Georgia			
Special Security Requirements	N/A			
Facilities to be Provided by UNDP (i.e., must be excluded from Price Proposal)	<input checked="" type="checkbox"/> Others training/workshop/meeting facilities – will be provided by UNDP			
Implementation Schedule indicating breakdown and timing of activities/sub-activities	<input checked="" type="checkbox"/> Required (in line with proposed timing in TOR annex 4)			
Names and curriculum vitae of individuals who will be involved in completing the services	<input checked="" type="checkbox"/> Required			
Currency of Proposal	<input checked="" type="checkbox"/> United States Dollars For local contractors, the payment will be made in GEL. UN exchange rate shall be applicable to any necessary currency conversions.			
Value Added Tax on Price Proposal	<input checked="" type="checkbox"/> must be exclusive of VAT and other applicable indirect taxes			
Validity Period of Proposals (Counting for the last day of submission of quotes)	<input checked="" type="checkbox"/> 90 days In exceptional circumstances, UNDP may request the Proposer to extend the validity of the Proposal beyond what has been initially indicated in this RFP. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Proposal.			
Partial Quotes	<input checked="" type="checkbox"/> Not permitted			
Payment Terms	Outputs	Percentage	Timing	Condition for Payment Release
	Institutional development methodology	20%	Within two weeks of the contract commencement	Within fourteen (14) days from the date of meeting the following conditions: a) UNDP's written acceptance (i.e., not mere receipt) of the quality of the outputs; and b) Receipt of invoice from the Service Provider.
	Institutional assessment report with respective recommendations	20%	Within ten weeks of the contract commencement	
	Documentation	20%	Within 18 weeks of the contract commencement	
	Staff performance appraisal system	20%	Within 25 weeks of the contract commencement	
	Mission report containing information on the performed activities and	20%	During the final week of the contract	

	respective recommendations			
Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment	Supporting Public Administration Reform in Georgia Project Manager and Capacity Development Specialist and Democratic Governance Team Leader			
Type of Contract to be Signed	<input checked="" type="checkbox"/> Contract for Professional Services			
Criteria for Contract Award	<input checked="" type="checkbox"/> Highest Combined Score (based on the 70% technical offer and 30% price weight distribution) <input checked="" type="checkbox"/> Full acceptance of the UNDP Contract General Terms and Conditions (GTC). This is a mandatory criterion and cannot be deleted regardless of the nature of services required. Non-acceptance of the GTC may be grounds for the rejection of the Proposal.			
Criteria for the Assessment of Proposal	<p>Technical Proposal (70%)</p> <input type="checkbox"/> Expertise of the Firm 30% <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 10% <p>Financial Proposal (30%) 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). 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) ¹	<p>Inesa Ejibia Project Admin/Finance Associate inesa.ejibia@undp.org</p> <p>Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers.</p>			
Other Information Pre-Bid meeting	The Pre-Bid Meeting will be held in Projects Office located on Paliashvili 15A, 4 th floor on 1 August 2019 – on 12:00 PM			

¹ This contact person and address is officially designated by UNDP. If inquiries are sent to other person/s or address/es, even if they are UNDP staff, UNDP shall have no obligation to respond nor can UNDP confirm that the query was received.

FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL²*(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery³)*Tbilisi
[insert: Date]

To: Nana Tsiklauri –Supporting Public Administration Reform In Georgia
9 Eristavi Street (UN House)
Tbilisi 0179

Dear Sir/Madam:

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

A. Qualifications of the Service Provider

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

- a) Profile – describing the nature of business, field of expertise, licenses, certifications, accreditations; Business Licenses – Registration Papers, Tax Payment Certification;
- b) Track Record – list of clients for similar services as those required by UNDP, indicating description of contract scope, contract duration, contract value, contact references;
- c) At least five years of experience in consultancy on organizational and human resources management related issues **(minimum requirement)**;
- d) At least three projects involving consultancy for public agencies in organizational and human resources related issues **(minimum requirement)**;
- e) Human resources capacity – organization employs a minimum of three permanent staff in its consultancy division **(minimum requirement)**;
- f) Financial capacity - no debts towards budget exist;
- g) Annual financial turnover - minimum GEL 200,000 (per year) during the last 2 years (minimum requirement).
- h) Financial capacity - no debts towards budget exist;
- i) *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*
- j) 2 letters of recommendation from previous contract providers in the similar projects **(minimum requirement)**. A letter of recommendation from an international/donor organization will be an asset

B. Proposed Methodology for the Completion of Services

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

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

² This serves as a guide to the Service Provider in preparing the Proposal.

³ Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

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

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

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

C. **Qualifications of Key Personnel**

Company shall propose at least one Senior Consultant/Expert and two consultants/experts and International Consultant. Structure with clearly defined roles must be provided.

At minimum:

a) Senior Consultant/Expert

- At least five years of relevant work experience in consulting organizations on organizational and human resources management related issues (**minimum requirement**);
- Participation in at least five projects involving tasks similar to the given assignment (such as conducting institutional assessment, creating job descriptions, developing agency structure and business processes, elaborating organizational development plans, etc.) (**minimum requirement**); participation in more than five projects will be considered an asset;
- Participation in at least three projects involving consultancy to public organizations (**minimum requirement**);
- Experience in working with UN/UNDP will be considered an asset.

b) Two Consultants/experts

- At least three years of relevant work experience in consulting organizations on organizational management or human resources management related issues (**minimum requirement**);
- Participation in at least three projects relevant tasks similar to the given assignment (such as conducting institutional assessment, creating job descriptions, developing agency structure and business processes, elaborating organizational development plans) (**minimum requirement**); participation in more than three projects will be considered an asset;
- Past experience involving consultancy to public organizations will be considered an asset.

c) International Consultant

- Regionally relevant work experience in consulting public organizations in at least five different countries on organizational and human resources management related issues (**minimum requirement**); experience in more than five regionally relevant countries will be considered as asset;
- At least five years of work experience involving tasks similar to the given assignment (such as conducting institutional assessment, creating job descriptions, developing agency structure and business processes, elaborating organizational development plans, etc.) (**minimum requirement**); more than five years will be considered an asset;
- Experience in consultancy related to introducing innovation in organizations will be considered an asset;
- Experience in working with UN/UNDP will be considered an asset.

D. Cost Breakdown per Deliverable*

	Deliverables	Percentage of Total Price (Weight for payment)	Price (Lump Sum, All Inclusive)
1	Deliverable 1	20%	
2	Deliverable 2	20%	
3	Deliverable 3	20%	
4	Deliverable 4	20%	
5	Deliverable 5	20%	
	Total	100%	

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

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

Description of Activity	Remuneration per working day*	Total Period of Engagement (day*)	No. of Personnel	Total Rate
1. Personal Services				
1.1 Senior Consultant/Expert				
1.2 Consultants/experts				
1.3 Consultants/experts				
1.4 International Consultant				
subtotal				
II Other Costs related to the assignment				
1. Travel cost /ticket for International Consultant				
2. Accommodation/Daily Allowance for International Consultant				
<i>Accommodation</i>				
<i>Daily Allowance</i>				
3. Printing/stationary handouts				
4. Translation services				
5. Other please specify				
<i>Communication</i>				
subtotal				
Total				

Note:

* UNDP strongly recommends companies to use days as a primary unit of time when providing respective calculations under the Cost Breakdown under budget lines

[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: “Institutional Development of the Administration of the Government of Georgia in framework of the Project: Supporting Public Administration Reform in Georgia”

B. Project Description

B.1. BACKGROUND

In 2015, the Administration of the Government of Georgia (AoG) adopted the “Public Administration Reform (PAR) Roadmap 2020,” which outlines the six major policy areas in its public administration reform efforts: Policy Planning and Coordination, Civil Service Reform and Human Resource Management, Service Delivery, Accountability, Public Finance Management and Local Self-Government.

Through its multi-year initiative, “Supporting Public Administration Reform in Georgia” UNDP addresses a distinct package of specific, predetermined needs under the three (Policy Planning and Coordination, Civil Service Reform and Human Resource Management and Service Delivery) crucial areas within the PAR Roadmap.

The overall goal of this support is to enhance the capability of the Government of Georgia to implement its national development agenda through a more effective, professionally trained, unified and independent public administration that delivers public services with greater accountability and responsiveness to citizens’ needs. The initiative intends to sustain, support and build key institutions and processes required for advancing the PAR reform through offering consultancy and capacity building. Development of professional and modern civil service and public administration are decisive for ensuring the resilience of Georgia to internal and external shocks and for achieving the country’s human development objectives by ensuring citizens’ access to their rights and services, as well as facilitating development of better public policies.

In 2015-2016, the Government began implementing the Action Plan for PAR Roadmap 2020. Throughout this period the main actions entailed the creation of the legislative basis for reforms in multiple areas, especially as it relates to Civil Service Reform, as well as the establishment of a baseline for reforms through the initiation of a functional review process in the line ministries.

The AoG has led a process of the implementation of the Public Administration Reform, as well as the Policy Planning System Reform in the country. It also has the leading role in the coordination of implementing Sustainable Development Goals (SDGs). The AoG through its Department of Policy Planning and Coordination is responsible for preparing government programs and respective monitoring reports, coordinating inter-agency issues and elaborating reform strategies, coordinating an external assistance to develop and strengthen aid coordination and aid management processes with a view to ensuring transparency and accountability of resource use and achieving a stronger impact of aid on national development outcomes. The AoG also leads e-governance agenda on the national level together with several other state agencies.

At the same time the AoG serves as a Secretariat for the PAR and SDG Councils and starting from 2019 houses the Open Government Partnership (OGP) Georgia Forum. As a result of Policy Planning Reform under wider PAR, the Government-wide policy making functions have now fully consolidated under the AoG. The AoG is also tasked to provide operational-level management and coordination of PAR as well as establish, manage, coordinate, and improve monitoring, reporting, and evaluation systems for the given reform. Hence, the AoG now requires proper organizational structure and setting conducive to effective implementation of these critical functions.

To accomplish this process of transformational changes, the AoG continues expressing its interest and commitment to undertake a series of institutional development interventions for strengthening its internal management systems and procedures.

Currently the AoG consists of nine structural units:

- Department of Policy Planning and Coordination;
- Department of Communication with the Parliament and the President of Georgia;
- Legal Department;
- Strategic Communication Unit;
- Department of Organizational Issues;
- Department of Economic Planning;
- Financial Unit;
- Control Unit;
- Secretariat for Human Rights.

As defined by the Ordinance of the Government of Georgia of 26 June 2018⁴, the AoG is responsible for: planning, organization, coordination and control of implementation of the Government policy; defining annual objectives and priorities of the Government and presenting them for approval; coordination with relevant agencies to analyze external risks and developing foreign policy; informational and analytical support of the Prime Minister and the Georgian Government; informing the general public about the ongoing and planned Government projects and other important issues.

To set up appropriate structures and procedures conducive to the effective and efficient fulfilment of its functions, the AoG is seeking an external advice and support to further improve the policy processes within the Government of Georgia.

B.2. OBJECTIVES OF THE ASSIGNMENT

The overall objective of the consultancy is to support the AoG in development of relevant structure, procedures, capacities and mechanisms to effectively and efficiently fulfil its functions.

Mainly, institutional development of the AoG should include analysis of the mandate, functions and responsibilities, evaluating the business processes and the structure of the organization, assessing its institutional and staff capacities and develop and implement a proper performance appraisal system.

For this purpose, the consultancy shall:

- Conduct Institutional Assessment of the AoG;
- Prepare description of business processes;
- Develop renewed structure (if relevant) and revised job descriptions for the respective units;
- Develop and implement staff performance appraisal system;

⁴ Ordinance of the Government of Georgia, 26 June 2018. http://gov.ge/files/496_66822_496130_340.pdf

- Elaborate organizational/departmental development plans for the AoG, considering its functions, mandate and the renewed tasks and responsibilities.

B.3. METHODOLOGY

The contracted consultancy company/institution will work in close collaboration with UNDP representatives in planning and implementation of all activities. The consultancy company/institution must take into account UNDP Monitoring and Evaluation Guidelines and relevant programmatic documents, which will be supplied to the consultant at the beginning of the assignment.

Three major types of services will be delivered: a) Institutional assessment b) elaboration of documents such as renewed structure, jobs descriptions, description of business processes and development plans c) staff performance appraisal system accompanied by relevant trainings and consultations.

- Institutional assessment – the consultancy company/institution is expected to conduct institutional assessment of AoG, analyze its mandate, functions and responsibilities, evaluate the business processes and the structure of AoG and assess its institutional and staff capacities. The company will interview the staff of AoG, as well as relevant internal/external stakeholders to collect feedback, observe business processes and study relevant documentation possessed by the agency. The assessment will propose relevant recommendations for improvement.
- Elaboration of documentation – based on the institutional assessment, the consultancy company/institution in close cooperation with the AoG as well as UNDP representatives is expected to develop a number of key documents such as: renewed structure (if relevant), revised job descriptions, improved description of business processes and departmental/agency development plans.
- Staff performance appraisal system – the consultancy company/institution is expected to work with AoG staff to select most relevant staff performance appraisal system (based on a thorough analysis of the experience already existing in Georgian public service and considering the good practices, shortcomings and lessons learned), develop applicable documentation, train the AoG staff (managers) and consult it during actual implementation of the selected performance appraisal system.

The consultancy company/institution is welcome to present its vision regarding the above described methodology in the proposal and offer any alterations or additions if relevant for the main purpose of the given assignment.

Specific Activities

The contracted company/institution will undertake the following tasks:

- Conduct a comprehensive scoping exercise to identify the needs and constraints of AoG in terms of fulfilling its functions;
- Conduct interviews with the staff of the AoG;
- Conduct interviews with relevant internal/external stakeholders/international partners to collect feedback on critical functions performed by the AoG and identify their expectations;
- Assess institutional and staff capacities of the AoG;
- Study relevant documentation (such as job descriptions, etc.) and analyze business processes of AoG units as well as employees' engagement;
- Analyze the mandate, functions and responsibilities of the AoG;
- Based on the main findings of the assessment study develop/revise job descriptions for all staff of the AoG as well as propose renewed structure (if needed);

- Elaborate improved description of business processes;
- Together with AoG staff select most relevant staff performance appraisal system;
- Develop applicable documentation related to staff performance appraisal such as personnel evaluation forms;
- Train the relevant staff in issues related to staff performance appraisal;
- Conduct information meetings with the staff to introduce the selected model;
- Consult the organization in implementation of the staff performance appraisal system;
- Create development plan for the AoG and its structural units;
- Present results of all above mentioned tasks and prepare mission report with respective recommendations.

B.4. EXPECTED OUTPUTS AND DELIVARABLES

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

- Institutional development methodology – methodology will include detailed description of the contracted company's approach to deliver all three major types of services: a) Institutional assessment b) elaboration of documents such as renewed structure, jobs descriptions, description of business processes and development plans c) staff performance appraisal system.
- Institutional assessment report – the report will describe the findings of the assessment: institutional and staff capacity of the AoG, results of the analysis of employees' engagement, internal and external stakeholders' analysis, analysis of the mandate, functions and responsibilities as well as business processes and structure of the AoG. The report will propose respective recommendations on improvement of the structure and business processes, potential reallocation/reassignment of staff of the AoG as well as other relevant issues;
- Documentation – based on the institutional assessment and elaborated recommendations, relevant documentation will be developed: renewed structure of the agency and/or its units (if relevant); revised job descriptions of the staff together with the respective recommendations for potential reallocation/reassignment of staff; improved description of business processes; development plan of the AoG and its structural units;
- Staff performance appraisal system – the contracted company will work with the AoG staff (conduct information meetings and workshops) to select the most relevant model for staff performance appraisal; train human resource and line managers in conducting performance appraisal; conduct information meetings with the staff to introduce the selected model; develop applicable documents related to staff performance appraisal such as personnel evaluation forms; consult the agency on implementing the selected system;
- Mission report – the report will contain information on the performed activities and respective recommendations.

The contracted company/institution is responsible to provide timely and professional feedback to UNDP representatives regarding the elements that might affect the quality, relevance and effectiveness of efforts undertaken during the implementation that might require adjustments in implementation pace or content.

B.5. TIMETABLE

The project should be conducted in the period during September 2019 – March 2020. Detailed plan of implementation will be agreed upon with UNDP Georgia during the first week of signing the relevant agreement.

The consulting company/institution is expected to deliver the outputs/deliverables according to the following schedule:

	Deliverable	Indicative delivery dates
1	Institutional development methodology	Within two weeks of the contract commencement
2	Institutional assessment report with respective recommendations	Within ten weeks of the contract commencement
3	Documentation	Within 18 weeks of the contract commencement
4	Staff performance appraisal system	Within 25 weeks of the contract commencement
5	Mission report containing information on the performed activities and respective recommendations	During the final week of the contract

C. Institutional Arrangement

C.1. SUPERVISION

The work of service provider will be directly supervised by the Manager of the UNDP project "Supporting Public Administration Reform in Georgia". The service provider will be directly responsible to, reporting to, seeking approval from, and obtaining certificate of acceptance of outputs from the above-mentioned person. In addition, the respective UNDP team will be responsible to share relevant documents, contact details and other necessary information with the service provider for accomplishment of the work.

C.2. REPORTING

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

C.3. IMPLEMENTING PARTNERS

During the implementation, the service provider is expected to interact with and/or interview the implementing partners of the projects "Supporting Public Administration Reform Georgia" – the AoG team members.

D. Duration of the Work

Duration of consultancy service is expected to be up to seven months.

E. Location of the Work

Location of work is Tbilisi, Georgia.

F. Qualifications of the Successful Service Provider at Various Levels

F.1 EXPERTISE OF THE SERVICE PROVIDER

The service provider must demonstrate the capacity to carry out assignments described above in terms of past relevant experience, economic and financial capacity, general management, availability of qualified professional staff, and the demonstrated ability. Thus, service provider should demonstrate:

- k) Profile – describing the nature of business, field of expertise, licenses, certifications, accreditations; Business Licenses – Registration Papers, Tax Payment Certification;
- l) Track Record – list of clients for similar services as those required by UNDP, indicating description of contract scope, contract duration, contract value, contact references;
- m) At least five years of experience in consultancy on organizational and human resources management related issues (**minimum requirement**);
- n) At least three projects involving consultancy for public agencies in organizational and human resources related issues (**minimum requirement**); more than three projects will be considered an asset;
- o) Human resources capacity – organization employs a minimum of three permanent staff in its consultancy division (**minimum requirement**);
- p) Financial capacity - no debts towards budget exist;
- q) Annual financial turnover - minimum GEL 200,000 (per year) during the last 2 years (**minimum requirement**).

F.2. KEY PERSONNEL

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

- a) Names and CVs demonstrating qualifications of the key personnel that will perform the services;
- b) Written confirmation from each personnel that they are available for the entire duration of the contract.

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

d) **Senior Consultant/Expert**

- At least five years of relevant work experience in consulting organizations on organizational and human resources management related issues (**minimum requirement**);
- Participation in at least five projects involving tasks similar to the given assignment (such as conducting institutional assessment, creating job descriptions, developing agency structure and business processes, elaborating organizational development plans, etc.) (**minimum requirement**); participation in more than five projects will be considered an asset;
- Participation in at least three projects involving consultancy to public organizations (**minimum requirement**);
- Experience in working with UN/UNDP will be considered an asset.

e) **Two Consultants/experts**

- At least three years of relevant work experience in consulting organizations on organizational management or human resources management related issues (**minimum requirement**);
- Participation in at least three projects relevant tasks similar to the given assignment (such as conducting institutional assessment, creating job descriptions, developing agency structure and business processes, elaborating organizational development plans) (**minimum requirement**); participation in more than three projects will be considered an asset;
- Past experience involving consultancy to public organizations will be considered an asset.

f) International Consultant

- Regionally relevant work experience in consulting public organizations in at least five different countries on organizational and human resources management related issues (**minimum requirement**); experience in more than five regionally relevant countries will be considered as asset;
- At least five years of work experience involving tasks similar to the given assignment (such as conducting institutional assessment, creating job descriptions, developing agency structure and business processes, elaborating organizational development plans, etc.) (**minimum requirement**); more than five years will be considered an asset;
- Experience in consultancy related to introducing innovation in organizations will be considered an asset;
- Experience in working with UN/UNDP will be considered an asset.

G. Recommended Presentation of Proposal

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

H. Criteria for Selecting the Best Offer

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

I. Payment Schedule

The service provider will be paid in accordance with the below schedule upon successful completion and submission of the deliverables as per TOR.

	Deliverables	Percentage of Total Price (Weight for payment)
1	Deliverable 1	20%
2	Deliverable 2	20%
3	Deliverable 3	20%
4	Deliverable 4	20%
5	Deliverable 5	20%
	Total	100%

Technical Proposal Evaluation Form

Summary of Technical Proposal Evaluation Forms		Score Weight	Points Obtainable
1.	Expertise of Firm / Organization	30%	300%
2.	Proposed Methodology, Approach and Implementation Plan	30%	300%
3.	Management Structure and Key Personnel	10%	100%
Total			700

Technical Proposal Evaluation Form 1		Minimum Points Obtainable	Maximum Points Obtainable
Expertise of the Firm/Organization			
1.1	At least five years of experience in consultancy on organizational and human resources management related issues (minimum requirement); 5 years – 80 points (Minimum Requirement) More than 5 – 100 points	80	100
1.2	At least three projects involving consultancy for public agencies in organizational management related issues (minimum requirement); 3 projects – 80 points (minimum requirement) More than 3 – 100 points	80	100
1.3	Human resources capacity –organization employs a minimum of three permanent staff in its consultancy division (minimum requirement)	30	30
1.4	Annual financial turnover-minimum GEL 200,000 (per year) during the last 2 years (minimum requirement)	30	30
1.5	Having at least 2 letters of recommendation from previous contract providers in the similar projects (minimum requirement).	20	20
1.6	A letter of recommendation from an international/donor organization will be an asset		20
		240	300
Technical Proposal Evaluation Form 2			
Proposed Methodology, Approach and Implementation Plan			
2.1	The proposer has presented methodology, approach, implementation plan in sufficient detail Presented documents exceeds the requirement – 100 points Presented documents demonstrate full understanding of the task – 70 points (minimum requirement)	70	100
2.2	Have the important aspects of the task been addressed in sufficient detail? Exceeds the requirement – 100 points Fully addressed – 70 points (minimum requirement)	70	100
2.3	Is the presentation clear and is the sequence of activities and the planning logical, realistic and promise efficient implementation to the project? Exceeds the requirement – 100 Points Fully addressed – 70 Points (minimum requirement)	70	100
		210	300

Technical Proposal Evaluation - Form 3		Minimum Points Obtainable	Maximum Points Obtainable
Management Structure and Key Personnel			
3.1	Senior Consultant/Expert		
	At least five years of relevant work experience in consulting organizations on organizational and human resources management related issues (minimum requirement); 5 Years – 5 Points (minimum requirement) More than 5 – 10 points	5	10
	Participation in at least five projects involving tasks similar to the given assignment (such as conducting institutional assessment, creating job descriptions, developing agency structure and business processes, elaborating organizational development plans, etc.) (minimum requirement); 5 projects – 5 Points (minimum requirement) More than 5 – 10 points	5	10
	Participation in at least three projects involving consultancy to public organizations (minimum requirement); 3 projects – 5 Points (minimum requirement) More than 3 – 10 points	5	10
	Experience in working with UN/UNDP will be considered an asset		5
3.2	Two Consultants/experts		
	At least three years of relevant work experience in consulting organizations on organizational management or human resources management related issues (minimum requirement); 3 Years – 10 Points (minimum requirement) More than 3 – 15 points	10	15
	Participation in at least three projects relevant tasks similar to the given assignment (such as conducting institutional assessment, creating job descriptions, developing agency structure and business processes, elaborating organizational development plans) (minimum requirement); 3 Years – 5 Points (minimum requirement) More than 3 – 10 points	5	10
	Past experience involving consultancy to public organizations will be considered an asset.		10
3.3	International Consultant		
	Regionally relevant work experience in consulting public organizations in at least five different countries on organizational and human resources management related issues (minimum requirement); 5 countries – 5 Points (minimum requirement) More than 5 – 10 points	5	10
	At least five years of work experience involving tasks similar to the given assignment (such as conducting institutional assessment, creating job descriptions, developing agency structure and business processes, elaborating organizational development plans, etc.) (minimum requirement); 5 Years – 5 Points (minimum requirement) More than 3 – 10 points	5	10
	Experience in consultancy related to introducing innovation in organizations will be considered an asset		5
	Experience in working with UN/UNDP will be considered an asset.		5
	Total Part 3	40	100
	TOTAL TECHNICAL PROPOSAL	490	700

