



REQUEST FOR PROPOSAL (RFP)

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| NAME & ADDRESS OF FIRM | DATE: August 1, 2019 |
| | REFERENCE: (00089232) UN JP Human Rights for All - GIPS-DG Funding Window: 'Strengthening government capacities to implement commitments undertaken under the UN convention on Rights of Persons with Disabilities (CRPD)' |

Dear Sir / Madam:

We kindly request you to submit your Proposal for **survey on awareness and perceptions in the field of rights of persons with disabilities in Georgia.**

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

Proposals may be submitted on or before **Monday, August 19, 2019 6:00 PM** and via courier mail on the address below:

United Nations Development Programme
9, Eristavi Street, Tbilisi 0179, Georgia - UN House 1st floor
Mariam Tutberidze 'Strengthening Government capacities to implement commitments undertaken under the UN convention on the rights of persons with disabilities (CRPD) Project Manager
Mariam.tutberidze@undp.org

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

A pre-proposal conference will be held on:

Time: 16:00 PM

Date: 6 August 2019

Venue: UN Conference hall, 9 Eristavi street, Tbilisi 0179, Georgia

The UNDP focal point for the arrangement:

Ms. Ketevan Mezvishvili; e-mail: Ketevan.mezvishvili@undp.org; telephone: 599 20 37 37.

The Technical Proposal and the Financial Proposal envelopes MUST BE COMPLETELY SEPARATE and each of them must be submitted sealed individually and clearly marked on the outside as either "TECHNICAL PROPOSAL" or "FINANCIAL PROPOSAL", as appropriate. Each envelope SHALL clearly indicate the name of the bidder. The outer envelopes shall:

Bear the name and address of the bidder;

Be addressed to UNDP;

Bear a warning that states "Not to be opened before the time and date for proposal opening".

If the envelopes and packages with the proposal are not sealed and marked as required, UNDP shall assume no responsibility for the misplacement, loss, or premature opening of the proposal.

In the course of preparing your Proposal, it shall remain your responsibility to ensure that it reaches the address above on or before the deadline. **Proposals that are received by UNDP after the deadline indicated above, for whatever reason, shall not be considered for evaluation.**

Services proposed shall be reviewed and evaluated based on completeness and compliance of the Proposal and responsiveness with the requirements of the RFP and all other annexes providing details of UNDP requirements.

The Proposal that complies with all of the requirements, meets all the evaluation criteria and offers the best value for money shall be selected and awarded the contract. Any offer that does not meet the requirements shall be rejected.

Any discrepancy between the unit price and the total price shall be re-computed by UNDP, and the unit price shall prevail and the total price shall be corrected. If the Service Provider does not accept the final price based on UNDP's re-computation and correction of errors, its Proposal will be rejected.

No price variation due to escalation, inflation, fluctuation in exchange rates, or any other market factors shall be accepted by UNDP after it has received the Proposal. At the time of Award of Contract or Purchase Order, UNDP reserves the right to vary (increase or decrease) the quantity of services and/or goods, by up to a maximum twenty five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.

Any Contract or Purchase Order that will be issued as a result of this RFP shall be subject to the General Terms and Conditions attached hereto. The mere act of submission of a Proposal implies that the Service Provider accepts without question the General Terms and Conditions of UNDP, herein attached as Annex 3.

Please be advised that UNDP is not bound to accept any Proposal, nor award a contract or Purchase Order, nor be responsible for any costs associated with a Service Providers preparation and submission of a Proposal, regardless of the outcome or the manner of conducting the selection process.

UNDP's vendor protest procedure is intended to afford an opportunity to appeal for persons or firms not awarded a Purchase Order or Contract in a competitive procurement process. In the event that you believe you have not been fairly treated, you can find detailed information about vendor protest procedures in the following link:

<http://www.undp.org/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,



Mariam Tutberidze
Project Manager
1/8/2019

Description of Requirements

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| Context of the Requirement | <p>The project - 'Strengthening government capacities to implement commitments undertaken under the UN convention on Rights of Persons with Disabilities (CRPD)' shall last at least until the end of 2019. The objective of the project is to improve enabling environment for Persons with Disabilities (PwD) in Georgia to ensure their full and effective participation in society on an equal basis with others. This objective shall be achieved through the following set of activities: the project shall provide a technical support to the development of the national legislative framework on PwD (statutes, by-laws, technical regulations); It shall be concerned with strengthening capacities of local PwD council(s) to plan local social services in selected municipality(ies) in a manner compliant to the CRPD; Strengthening the capacities of the judiciary to interpret Georgian legislation in light of CRPD commitments shall also be attempted; finally, promoting an increased participation of Civil Society Organizations (CSOs) and Disabled Persons Organizations (DPOs) in monitoring the CRPD implementation should also be ensured.</p> <p>In terms of the results to be achieved, the legislative framework incorporating general principles of CRPD into Georgian Legislation should be drafted and agreed with the Government; At least one local PwD Council needs assessment should be conducted using innovative approaches; concept of local social services should be developed for at least one municipality. Also, judges need to have understanding of CRPD while the CSOs/DPOs shall actively participate in monitoring of CRPD implementation through Public Defender's Consultative Council.</p> <p>For detailed information on the project refer to Annex 4 - ToR</p> |
| Implementing Partner of UNDP | N/A |
| Brief Description of the Required Services | Survey on Awareness and Perceptions in the Field of Rights of Persons with Disabilities in Georgia – detailed description in TOR – Annex 4 |
| List and Description of Expected Outputs to be Delivered | <ol style="list-style-type: none"> 1. Survey instruments - methodology, final sample showing its regional breakdown and attributes, final questionnaire adapted to after piloting and consultations with the UNDP; 2. Technical report – on the field work; 3. Database of the survey data - data processed by means of the relevant software (SPSS and/or STATA), analysis presentation of draft results; 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. <p>For detailed description of Services required and objectives refer to Annex 4 – Terms of Reference (ToR)</p> |
| Person to Supervise the Work/Performance of the Service Provider | <i>Project Manager of the project 'Strengthening government capacities to implement commitments undertaken under the UN convention on Rights of Persons with Disabilities (CRPD)'</i> |
| Frequency of Reporting | <i>Final report: Final report shall be submitted within a month upon completion of all activities/deliverables under the contract.</i> |
| | <input checked="" type="checkbox"/> At Contractor's Location and throughout Georgia |

| Location of work | | | | | | | | | | | | | | | | | | |
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| Expected duration of work | 3 months | | | | | | | | | | | | | | | | | |
| Target start date | No later than 1 September 2019 | | | | | | | | | | | | | | | | | |
| Latest completion date | No later than 1 December 2019 | | | | | | | | | | | | | | | | | |
| Travels Expected | Throughout Georgia, including Samtskhe-Javakheti and at least two regions in west Georgia | | | | | | | | | | | | | | | | | |
| Special Security Requirements | N/A | | | | | | | | | | | | | | | | | |
| Facilities to be Provided by UNDP (i.e., must be excluded from Price Proposal) | N/A | | | | | | | | | | | | | | | | | |
| Implementation Schedule indicating breakdown and timing of activities/sub-activities | <input checked="" type="checkbox"/> Required | | | | | | | | | | | | | | | | | |
| Names and curriculum vitae of individuals who will be involved in completing the services | <input checked="" type="checkbox"/> Required <i>For further details, please refer to detailed Terms of Reference (Annex 4)</i> | | | | | | | | | | | | | | | | | |
| Currency of Proposal | <input checked="" type="checkbox"/> United States Dollars (Payment to local companies will be made in GEL according the UN Official rate of exchange at the date of payment) | | | | | | | | | | | | | | | | | |
| Value Added Tax on Price Proposal | <input checked="" type="checkbox"/> must be exclusive of VAT | | | | | | | | | | | | | | | | | |
| Validity Period of Proposals (Counting for the last day of submission of quotes) | <input checked="" type="checkbox"/> 90 days In exceptional circumstances, UNDP may request the Proposer to extend the validity of the Proposal beyond what has been initially indicated in this RFP. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Proposal. | | | | | | | | | | | | | | | | | |
| Partial Quotes | <input checked="" type="checkbox"/> Not permitted | | | | | | | | | | | | | | | | | |
| Payment Terms | <table border="1"> <thead> <tr> <th>Outputs</th> <th>Percentage</th> <th>Timing</th> <th>Condition for Payment Release</th> </tr> </thead> <tbody> <tr> <td>Survey instruments</td> <td>10 % of contract price</td> <td>month 1</td> <td rowspan="3"> 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</td> <td>40% of the contract price</td> <td>Month 1</td> </tr> <tr> <td>Database of the survey data and Final survey report</td> <td>50% of the contract price</td> <td>Month 3</td> </tr> </tbody> </table> | | | | Outputs | Percentage | Timing | Condition for Payment Release | Survey instruments | 10 % of contract price | month 1 | 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 | 40% of the contract price | Month 1 | Database of the survey data and Final survey report | 50% of the contract price | Month 3 |
| Outputs | Percentage | Timing | Condition for Payment Release | | | | | | | | | | | | | | | |
| Survey instruments | 10 % of contract price | month 1 | 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 | 40% of the contract price | Month 1 | | | | | | | | | | | | | | | | |
| Database of the survey data and Final survey report | 50% of the contract price | Month 3 | | | | | | | | | | | | | | | | |
| Person(s) to review/inspect/ approve outputs/completed | | | | | | | | | | | | | | | | | | |

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| services and authorize the disbursement of payment | <i>Democratic Governance Team Leader (UNDP) and Human Rights for All 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 the UNDP Contract General Terms and Conditions (GTC). This is a mandatory criteria and cannot be deleted regardless of the nature of services required. Non acceptance of the GTC may be grounds for the rejection of the Proposal. |
| Criteria for the Assessment of Proposal | <p><u>Technical Proposal (70%)</u></p> <input type="checkbox"/> Expertise of the Firm 25% <input type="checkbox"/> Methodology, Its Appropriateness to the Condition and Timeliness of the Implementation Plan 25% <input type="checkbox"/> Management Structure and Qualification of Key Personnel 20% |
| | <p><u>Financial Proposal (30%)</u></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><i>For further details, please refer to Technical Proposal Evaluation Form (Annex 5)</i></p> <p>The technical proposal is evaluated on the basis of its responsiveness to the Term 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 V, it will be given score zero and will be automatically disqualified and there is no more need for further evaluation of the disqualifying offeror.</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) <input checked="" type="checkbox"/> Financial Proposal Form (Annex 6) |
| Contact Person for Inquiries (Written inquiries only) | <p><i>Gvantsa Kereselidze</i> <i>Programme Admin/Finance Associate</i> <i>Gvantsa.kereselidze@undp.org</i></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> <p><i>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.</i></p> |

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| Pre-proposal Conference | <p>A pre-proposal conference will be held on:</p> <p>Time: 16:00 PM Date: 6 August 2019 Venue: UN Conference hall, 9 Eristavi street, Tbilisi 0179, Georgia</p> <p>The UNDP focal point for the arrangement: Ms. Ketevan Mezvrishvili; e-mail: Ketevan.mezvrishvili@undp.org; telephone: 599 20 37 37.</p> |
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FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL

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

Tbilisi, Georgia
[insert: Date]

To: Mariam Tutberidze, UN project Human Rights for All – GIPS-DG Funding Window: 'Strengthening government capacities to implement commitments undertaken under the UN convention on Rights of Persons with Disabilities (CRPD)'; 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;
- b) Track record – list of clients for similar services as those required by UNDP, indicating description of contract scope, contract duration, contract value, contract references;
 - 1b. At least 5 years' experience in the area of polling and surveys **(minimum requirement);**
 - 2b. Experience in conducting of at least 5 projects of similar size country-wide surveys **(minimum requirement);**
 - 3b. At least two years' experience in conducting survey(s) on awareness and perceptions of justice, human rights, rights of persons with disabilities, legal empowerment or a related topic **(minimum requirement);**
 - 4b. Institutional capacity of using survey data processing software (primarily SPSS and/or STATA software) **(minimum requirement);**
 - 5b. Experience in implementing at least 2 surveys, financed by bilateral donor and/or international organizations **(minimum requirement).**
- c) At least 2 letters of recommendation from previous contract providers for similar services as those required by UNDP **(minimum requirement).**
- d) Business Licenses – Registration Papers, Tax Payment Certification, etc. – Certificate of the Registration of the organization, Tax Registration/Payment Certificate issued by the Revenue Authority evidencing that the Proposer is updated with its tax payments, or Certificate of Tax exemption, if any such privilege is enjoyed by the Bidder;
- e) Financial Statements – income statement and balance sheet to indicate its financial stability, liquidity, credit standing, and market reputation;
 - 1e. Detailed Bank Requisites;

2e. Certificate of no debts towards budget (**minimum requirement**);
3e. Bank letter evidencing the annual turnover of the organization for last 3 years is no less than USD 100,000.00 (per year) (**minimum requirement**).

f) 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.

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

Service Provider must provide:

a) Names and qualifications of the key personnel;

b) CVs demonstrating qualifications must be submitted;

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

At a minimum:

*(1) Project Coordinator – with at least 3 years of experience in designing and implementing survey projects, with specific focus on country-wide surveys (**minimum requirement**);*

*With at least 3 years of supervisory and managerial or personnel coordination experience (**minimum requirement**)*

*(2) Human Rights Expert – with at least 5 years of working experience in the field of Human Rights, in particular, in rights of persons with disabilities (**minimum requirement**);*

*(3) Sampling/Questionnaire Design Expert with at least 3 years of experience in sampling and questionnaire design (**minimum requirement**);*

*(4) Data Analysis Expert with at least 5 years of experience in statistical analysis of data (**minimum requirement**).*

*[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

Survey on Awareness and Perceptions in the Field of Rights of Persons with Disabilities in Georgia

| | |
|--------------------------------|--|
| Projects: | GIPS-DG Funding Window: ‘Strengthening government capacities to implement commitments undertaken under the UN convention on Rights of Persons with Disabilities (CRPD)’ (00089232) |
| Proposal Title: | Survey on Awareness and Perceptions in the Field of Rights of Persons with Disabilities in Georgia |
| Duty Station: | Tbilisi, Georgia |
| Expected Starting Date: | Friday, 1 September 2019 |
| Duration of Contract: | 3 months |

1. BACKGROUND

The ‘Strengthening government capacities to implement commitments undertaken under the UN convention on Rights of Persons with Disabilities (CRPD)’ project shall last until the end of 2019. The objective of the project is to improve enabling environment for Persons with Disabilities (PwD) in Georgia to ensure their full and effective participation in society on an equal basis with others. This objective shall be achieved through the following set of activities: the project shall provide a technical support to the development of the national legislative framework on PwD (statutes, by-laws, technical regulations); It shall be concerned with strengthening capacities of local PwD council(s) to plan local social services in selected municipality(ies) in a manner compliant to the CRPD; Strengthening the capacities of the judiciary to interpret Georgian legislation in light of CRPD commitments shall also be attempted; finally, promoting an increased participation of Civil Society Organizations (CSOs) and Disabled Persons Organizations (DPOs) in monitoring the CRPD implementation should also be ensured.

The UN CRPD without its Optional Protocol was ratified by the Parliament of Georgia on December 26, 2013 by the Decree N1888-RS. Convention entered into force on April 12, 2014. Convention identifies the rights of persons with disabilities, as well as the obligations on UN Member States to promote, protect and ensure those rights. Countries that join in the Convention commit to develop and carry out policies, laws and administrative measures for securing the rights recognized in the Convention and to abolish laws, regulations, customs and practices that constitute discrimination.

Despite the government’s efforts and some positive reforms, persons with disabilities still are one of the most invisible group of the society. Long-standing challenges continue to persist with regards to the proper realization of the rights of PwDs to education, health, rehabilitation, access to labour and employment, participation in political and social life, etc.

Further to that, according to the Ministry of Internally Displaced Persons from the Occupied Territories, Labour, Health and Social Affairs of Georgia, 125,018 persons with disabilities are registered as recipients of state social assistance by 1 November 2018 that constitutes about 3% of total population residing in Georgia, while WHO estimates the global disability prevalence of around 15%. One of the reasons of insufficient data is the prevailing approach that disability is a “sickness” rather than a social challenge.

PwDs remain profoundly invisible. Stigma leads families to keep PwDs hidden. Hidden disability leads on the one hand to the inability of PwDs to fully enjoy their rights and lack of voice and agency, and on the other hand leads government to the insufficient and unreliable data. Low awareness and lack of information lead to wrong perceptions that itself is translated into the discriminatory attitudes and practices. Following to that, it is important to reveal perceptions, attitudes and stigmas that exists in the society.

Therefore, the Programme plans to commission a study which will examine the issues related to awareness of people and their perceptions regarding the rights of persons with disabilities, the functions and responsibilities of the relevant institutions, with an objective to inform the national policy making and UNDP programming to support expanding the opportunities for accessing the justice and protecting rights of PwDs in line with the CRPD and other respective international conventions and national obligations. In addition, it will serve as a baseline for awareness campaign for UNDP in the relevant fields.

2. AIM OF THE ASSIGNMENT

The assignment is aimed at conducting a survey on awareness and perceptions in the field of protection of the rights of persons with disabilities in Georgia. The quantitative survey, which forms the major component of the study, shall investigate how much public is informed about rights of PwDs and how they perceive PwDs. The study will also reveal the existing stereotypes and stigmas in the society and how well are people informed about the functions and responsibilities of the relevant institutions that are in charge of the protection of the rights of persons with disabilities.

It is important to note that this is the first country-wide study that particularly focuses on disability issues. The findings will help UNDP to build up a strong evidence base to identify the issues around protection of rights of PwDs to help inform its programming, and ultimately, inform policy making in the country, as well as plan awareness raising activities in the disability issues and target them to the proper audience.

The survey shall examine awareness about the rights of persons with disabilities, existing stigmas and stereotypes related to the PwDs that exist in the society, remedies for the violation of the rights of PwDs and perceptions on their efficiency. It will also reveal awareness on and perceptions towards the main government institutions that are in charge of protecting rights of persons with disabilities.

The study shall analyse findings of the survey and propose the main awareness gaps with respect to rights of persons with disabilities; it shall also provide an analysis of prevailing stigmas and stereotypes on PwDs in the society, while analysis of people's perceptions on the functioning of the selected institutions, their roles, responsibilities, capacities, communication and visibility shall also be analysed. The match, or mismatch between the actual and perceived function shall be determined. The main sources of information shall be analysed to plan the most effective awareness strategy for UNDP and other stakeholders.

The study shall reveal the most challenging areas related to the awareness on PwDs, associated stigma and stereotypes as well as services available for protecting the rights of PwDs. Those findings will promote informed targeting of awareness rising activities dedicated to destigmatization of PwDs. The study will become baseline for the field work of not only the Project, but also for other donor organizations, NGOs, and whole UNDP. The findings will be analysed from behavioural perspective and activities will be planned in order to change behavioural attitudes in the society.

3. OBJECTIVES OF THE ASSIGNMENT

The overall objective of the assignment is to carry out the study that will determine and analyse the level of public awareness and perceptions towards the rights of persons with disabilities in Georgia. The results of the study will be used for targeted and more informed awareness rising campaign to tackle the stigma that exists in the society on persons with disabilities.

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

The selected organization is expected to design the methodology of the survey that shall include quantitative and qualitative parts sampling frame, questionnaires, organize the field work, focus groups, collect and analyse data and provide UNDP with an analytical report summarizing the findings.

The survey shall cover the whole territory of Georgia (excluding the occupied territories). Minimum of 5,000 individuals (highly representative sample) shall be interviewed during the survey, with a due consideration of a regional, gender, age, ethnic, disability, rural/urban, mountainous distribution.

The survey instrument shall be developed by an organization in close cooperation with UNDP and partner agencies (Human Rights Secretariat, Public Defender's Office). The covering topics of the survey will be agreed with UNDP upon the consultation with the Human Rights Secretariat and Public Defender's Office.

The survey questionnaire 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**

A sample of 5,000 persons shall be constructed by the organization. The contractor should ensure design of representative sample based on random selection method. The sampling methodology shall be agreed in advance with UNDP.

- **Development of the Questionnaire and questionnaire testing**

The questionnaire shall be developed by the selected organization and agreed with UNDP. The questionnaire shall be informed by at least 4 focus group discussions, (one in Tbilisi and one in Samtskhe-Javakheti and 2 in west Georgia) of at least 10 persons each, with participation of the persons with disabilities (it is desirable that the following considerations are taken into account while composing the focus groups – type of disability, mixture of urban/rural, male/female, poor/non-poor, secondary education/high education, national and religious minorities, youth, elderly, LGBTI community, etc.

The final draft of the questionnaire shall be **pilot-tested** with at least 30 respondents in both urban and rural areas before elaborating a final version of the questionnaire. After piloting, a debriefing session and adaptation of the questionnaires should be held.

The final version of the survey questionnaire shall be made available to UNDP at least in English and Georgian languages. The questionnaires shall also be translated into the languages of national minorities (at least Armenian and Azeri).

The questionnaires should be adjusted for use in SPSS and/or STATA software.

- **Field work**

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

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.

At least 10% of the total number of interviews should be verified. Quality control should be spread throughout the survey area and the distribution of controls should be proportional to the sample distribution. 10% of the work of each interviewer should be witnessed by his/her supervisor.

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 the selected household and to identify the respondent interviewed.

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

- analysis of the field work process

- definition of the target population sampled, the number of persons in the target group, the percentage of the national/regional population in the target age group represented by 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 the UNDP. The contractor should provide the 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 and perceptions of rights of persons with disabilities in Georgia.

The survey shall produce the data necessary to identify the current situation, allow the analysts to interpret it at national level and make various breakdowns as necessary.

The contractor shall elaborate the **Survey Results Report** 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. DELIVERABLES

The contractor shall produce and complete the following deliverables:

| # | Deliverable | Timing |
|---|---|-----------------|
| 1 | Design of the survey instruments, methodology, final sample showing its regional breakdown and attributes (age, place of residence, social status and others.), final questionnaire adapted to after piloting and consultations with the UNDP | September, 2019 |
| 2 | Technical Report | October, 2019 |
| 3 | Database of the survey data – data processed by means of the relevant software (SPSS and/or STATA), analysis presentation of draft results. | October, 2019 |
| 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. | November, 2019 |

All deliverables shall be submitted in English

Successful company will be paid in 3 instalments after satisfactory accomplishment of each step/deliverable mentioned above. After satisfactory receipt of the due deliverable and submission of respective invoice UNDP will make the payment.

6. ELIGIBILITY CRITERIA

- Experience of conducting of a face-to-face and telephone interview-based country-wide surveys:
 - at least 5 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**);
 - At least two years' experience in conducting survey(s) on awareness and perceptions of justice, human rights, rights of persons with disabilities, legal empowerment or a related topic (**minimum requirement**).
- Institutional capacity of using of survey data processing software (primarily SPSS and/or STATA software) (**minimum requirement**);
- Experience in implementing at least 2 surveys, financed by bilateral donor and/or international organizations (**minimum requirement**);
- Having at least 2 letters of recommendation from previous contract providers for similar services as those required by UNDP (**minimum requirement**);
- Bank letter evidencing the annual turnover of the organization for last 3 years is no less than USD 100,000.00 (per year) (**minimum requirement**);
- Certificate of no debts towards budget (**minimum requirement**).

Qualified and experienced team consisting of, at a minimum: (1) **Project Coordinator** – with at least 3 years of experience in designing and implementing survey projects, with specific focus on country-wide surveys and at least 3 years of supervisory and managerial or personnel coordination experience; (2) **Human Rights expert** – with at least 5 years of working experience in the field of Human Rights, in particular, in rights of persons with disabilities (3) **Sampling/Questionnaire Design Expert** with at least 3 years of experience in sampling and questionnaire design. (4) **Data Analysis Expert** with at least 5 years of experience in statistical analysis of data; (5) The other professional team as deemed appropriate by the contractor to fulfil the requirements as spelled out in this RPP.

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

7. PAYMENT MODALITY

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

| Deliverable | Amount to be paid |
|--|-------------------|
| Survey instruments | 10% |
| Technical Report | 40% |
| Database of the survey data and Final survey report | 50% |

Technical Proposal Evaluation Form

| Summary of technical proposal evaluation forms | | Score weight | Points Obtainable |
|--|---|--------------|-------------------|
| 1. | Qualifications of service provider | 25% | 250 |
| 2. | Methodology and process, its appropriateness to the condition and timeliness of the implementation schedule | 25% | 250 |
| 3. | Management structure and key personnel | 20% | 200 |
| Total | | | 700 |

If the offeror does not meet any of the minimum technical qualification criteria/requirements defined in the forms 1, 2 and 3 of the Technical Proposal Evaluation (presented below), it will be given score (0) zero and will be automatically disqualified and there is no more need for further evaluation of disqualified offeror.

| Technical evaluation Form 1 | | Sub-score | Points obtainable |
|---|--|-----------|-------------------|
| Qualifications of the service provide firm/organization and solid financial capacity | | | |
| 1.1. | Financial Stability | | 50 |
| | Certificate of no debts towards budget (minimum requirement) | 10 points | |
| | Bank letter evidencing the annual turnover of the organization for last 3 years is no less then USD 100,000.00 (per year) (USD 100,000.00 is a minimum requirement) | 25 points | |
| | Bank letter evidencing the annual turnover of the organization for last 3 years more than USD 100,000.00 (per year) (5 points for every additional \$25,000.00, but no more than 15 points) | 40 points | |
| 1.2 | Reputation of the organization | | 30 |
| | At least 2 letters of recommendation from previous contract providers for similar services as those required by UNDP (minimum requirement) | 30 points | |
| 1.3 | Relevance of specialized knowledge | | 120 |
| | at least 5 years' experience in the area of polling and surveys (minimum requirement) | 25 points | |
| | More than 5 years' experience in the area of polling and surveys (5 points for every additional 1 year/12 months, but no more than 15 points) | 40 points | |
| | Experience in conducting of at least 5 projects of similar size country-wide surveys (minimum requirement) | 25 points | |
| | Experience in conducting of more than 5 projects of similar size country-wide surveys (5 points for every additional project, but no more than 15 points) | 40 points | |
| | At least two years' experience in conducting survey(s) on awareness and perceptions of justice, human rights, rights of persons with disabilities, legal empowerment or a related topic (minimum requirement) | 25 points | |
| | More than two years' experience in conducting survey(s) on awareness and perceptions of justice, human rights, rights of persons with disabilities, legal empowerment or a related topic (5 points for every additional project, but no more than 15 points) | 40 points | |
| 1.4 | Institutional capacity | | 50 |
| | Institutional capacity of using survey data processing software (primarily SPSS and/or STATA software); (minimum requirement) | 15 points | |

| | | | |
|---|---|------------------|--------------------------|
| | Experience in implementing at least 2 surveys, financed by bilateral donor and/or international organizations (minimum requirement) | 20 points | |
| | Experience in implementing more than 2 surveys, financed by bilateral donor and/or international organizations (5 points for every additional survey, but no more than 15 points) | 35 points | |
| | Total for the expertise of firm/organization | | 250 |
| Technical Proposal Evaluation Form 2 | | Sub-score | Points obtainable |
| Proposed methodology and implementation schedule | | | |
| 2.1 | To what degree does the Offeror understand the task | | 30 |
| | Full Understanding (minimum requirement) | 20 points | |
| | Exceeds understanding of the task | 30 points | |
| 2.2 | Is the scope of task well defined and does it correspond to the ToR? | | 60 |
| | Completely corresponds (minimum requirement) | 40 points | |
| | Exceeds expectation | 60 points | |
| 2.3 | Have the important aspects of the task been addressed in sufficient detail? | | 40 |
| | Addressed in sufficient details (minimum requirement) | 30 points | |
| | Exceeds expectation | 40 points | |
| 2.4 | Is the methodological framework proposed appropriate for the task? | | 50 |
| | Comprehensive and systematic methodology (minimum requirement) | 35 points | |
| | Exceeds expectation | 50 points | |
| 2.5 | Is the proposal clear and is the sequence of activities and the planning logical, realistic and promise efficient implementation of the project? | | 70 |
| | Clear proposal with sound, logical and realistic planning, including implementation schedule (minimum requirement) | 50 points | |
| | Exceeds expectation | 70 points | |
| | Total of methodology and implementation schedule | | 250 |
| Technical Proposal Evaluation Form 3 | | Sub-score | Points obtainable |
| Management structure and key personnel | | | |
| 3.1 | Project Coordinator | | 70 |
| | General qualification / suitability for the project | | |
| | At least 3 years of experience in designing and implementing survey projects, with specific focus on country-wide surveys (minimum requirement) | 25 points | |
| | More than 3 years of experience in designing and implementing survey projects, with specific focus on country-wide surveys (5 points for every additional 1 year/12 months, but not more than 15 points) | 40 points | |
| | At least 3 years of supervisory and managerial or personnel coordination experience (minimum requirement) | 30 points | |
| 3.2 | Human Rights Expert | | 50 |
| | General qualification / suitability for the project | | |
| | At least 5 years of working experience in the field of Human Rights field, in particular, in rights of persons with disabilities (minimum requirement) | 35 points | |
| | More than 5 years of working experience in the field of Human Rights field, in particular, in rights of persons with disabilities (5 points for every additional 1 year/12 months, but not more than 15 points) | 50 points | |
| 3.3 | Sampling/Questionnaire Design Expert | | 30 |
| | General qualification / suitability for the project | | |
| | At least 3 years of experience in sampling and questionnaire design (minimum requirement) | 20 points | |

| | | | |
|-----|--|-----------|------------|
| | More than 3 years of experience in sampling and questionnaire design (5 points for every additional 1 year/12 months, but not more than 10 points) | 30 points | |
| 3.4 | Data Analysis Expert | | 50 |
| | General qualification / suitability for the project | | |
| | At least 5 years of experience in statistical analysis of data (minimum requirement) | 30 points | |
| | More than 5 years of experience in statistical analysis of data (5 points for every additional 1 year/12 months, but not more than 20 points) | 50 points | |
| | Total for management structure and key personnel | | 200 |

Financial Proposal Form

The Proposer is required to prepare the Financial Proposal in a sealed envelope separate from the rest of the RFP as indicated in the Instruction to Proposers.

The Financial Proposal must provide a detailed cost breakdown. Provide separate figures for each functional grouping or category.

Any estimated for cost-reimbursable items should be listed separately.

The format shown on the following pages is suggested for use as a guide in preparing the Financial Proposal. The format includes specific expenditures, which may or may not be required or applicable but are indicated to serve as examples.

D. Cost Breakdown per Deliverable*

| | Deliverables <i>[list them as referred to in the RFP]</i> | Percentage of Total Price (Weight for payment) | Price (Lump Sum, All Inclusive) |
|---|---|---|--|
| 1 | Deliverable 1 Survey instruments | 10% | |
| 2 | Deliverable 2 Technical Report | 40% | |
| 3 | Deliverable 3 Database of the survey data and Final survey report | 50% | |
| | Total | 100% | |

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

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

The Proposers are requested to provide the cost breakdown for the above given prices for each deliverable based on the following format. UNDP shall use the cost breakdown for the price reasonability assessment purposes as well as the calculation of price in the event that both parties have agreed to add new deliverables to the scope of Services.

| Description of Activity | Remuneration per Unit of Time – days* | Total Period of Engagement – days* | No. of Personnel | Total Rate |
|---|--|---|-------------------------|-------------------|
| I. Personnel Services | | | | |
| 1. Project Coordinator | | | | |
| 2. Human rights expert | | | | |
| 3. Sampling/questionnaire design expert | | | | |
| 4. Data analysis expert | | | | |
| 5. Additional technical and administrative staff** | | | | |
| II. Other Related Costs*** | | | | |
| 1. Travel Costs | | | | |

| | | | | |
|---|--|--|--|--|
| a. Transportation in Tbilisi | | | | |
| b. Transportation in the regions | | | | |
| 2. Daily Allowance | | | | |
| 3. Accommodation | | | | |
| 4. Workshop costs (Tbilisi, Samtskhe-Javakheti, West Georgia) | | | | |
| a. Venue | | | | |
| b. Catering | | | | |
| c. Equipment | | | | |
| 5. Translation of questionnaires | | | | |
| 6. Printing of questionnaires | | | | |
| 7. Other, please specify | | | | |

Note:

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

**If the prospective bidder will provide additional technical and administrative staff and other related costs it can be subject to review and approval from UNDP side.

***Under other related costs companies shall include detailed list of all costs associated with implementation of the tasks and deliverables, each cost shall be justified and clearly calculated. Other related costs can be subject to UNDP review and if applicable consideration for exclusion similar to the existing note about technical staff.