REQUEST FOR PROPOSAL (RFP)

NAME & ADDRESS OF FIRM	DATE: October 24, 2019
	REFERENCE: EU4Climate Project – AW: 00115652, Output: 00114346

Dear Sir / Madam:

We kindly request you to submit your Proposal for Provision of Services for **Climate Change (Nationally Determined Contributions, Climate Action Plan, Low-Emission Development Strategy) Communication Strategy, Awareness Raising Action Plan and Public Outreach Campaign**

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

Signed and stamped proposals may be submitted on or before 18:30, November 15, 2019 and courier mail address below:

United Nations Development Programme
UN House, 9 Eristavi Str. 0179, Tbilisi, Georgia
Lika Tergiashvili
lia.tergiashvili@undp.org

The Technical Proposal and the Financial Proposal envelopes MUST BE COMPLETELY SEPARATE and each of them must be submitted 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".

A pre-proposal conference will be held on:

Time: 15:00 PM
Date: 30 october 2019
Venue: UN Conference hall, 9 Eristavi street, Tbilisi 0179, Georgia

The UNDP focal point for the arrangement:
Ms. Lika Tergiashvili; e-mail: lika.tergiashvili@undp.org;
Telephone: 591701083

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,
Lasha Nakashidze
Project National Coordinator
10/24/2019



Description of Requirements

Context of the Requirement	The EU4Climate Project helps governments in the six EU Eastern Partner countries - Armenia, Azerbaijan, Belarus, Georgia, the Republic of Moldova and Ukraine - to take action against climate change. It supports countries in implementing the Paris Climate Agreement and improving climate policies and legislation. Its ambition is to limit climate change impact on citizens lives and make them more resilient to it. EU4Climate is funded by the European Union (EU) and implemented by the United Nations Development Programme (UNDP). *Detailed information on the project can be found in TOR – Annex 4.*
Implementing Partner of UNDP	Ministry of Environment Protection and Agriculture
Brief Description of the Required Services	The overall goal of the assignment is to assist UNDP and the Ministry of Environmental Protection and Agriculture of Georgia in developing a communication strategy and a public awareness raising plan to enhance general awareness of climate change related challenges, national obligations and contribution potential and promote the concepts of climate change mitigation and adaptation in Georgia. The communication strategy and awareness raising action plan shall comply with Nationally Determined Contributions, Climate Action Plan, Low-emission Development Strategy and the other sectoral plans or policy papers related to climate change mitigation and adaptation. *Detailed description can be found in TOR - Annex 4.*
List and Description of Expected Outputs to be Delivered	<u>Outputs to be delivered</u> 1. Detailed work plan for the assignment; 2. Diagnostic Report, Strategic Goals and Stakeholder Analysis; 3. Survey Design and Questionnaire; 4. Behaviour Analysis and Knowledge Survey Report; 5. Strategic Framework for Climate Change Communication Strategy 6. Draft Communication Strategy and Awareness Raising Action Plan; 7. Draft Public Outreach Campaign Design: 8. Final Communication Strategy and Awareness Raising Action Plan; 9. Report on Implementation of Public Outreach Campaign (in total 5 public outreach and awareness raising events) and Updated Climate Change Communication Strategy and Awareness Raising Action Plan
Person to Supervise the Work/Performance of the Service Provider	*EU4Climate Project National Coordinator through EU4Climate Regional Manager*

Frequency of Reporting	*Upon Deliverables.*
Progress Reporting Requirements	N/A
Location of work	☒ At Contractor's Location
Expected duration of work	Contract Duration is 12 Months after Signing of contract.
Target start date	November 21 2019
Latest completion date	November 21 2020
Travels Expected	Required as deemed necessary by the contractor
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	☒ Required
Names and curriculum vitae of individuals who will be involved in completing the services	☒ Required
Currency of Proposal	☒ 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	☒ must be exclusive of VAT and other applicable indirect taxes
Validity Period of Proposals *(Counting for the last day of*	☒ 90 days In exceptional circumstances, UNDP may request the Service Provider to extend the validity of the Proposal beyond what has been initially indicated in this RFP. The

<table>
<tr><td>submission of quotes)</td><td>Proposal shall then confirm the extension in writing, without any modification whatsoever on the Proposal.</td></tr>
<tr><td>Partial Quotes</td><td>☒ Not permitted</td></tr>
<tr><td>Payment Terms</td><td>
<table>
<tr><th>Outputs</th><th>Percentage</th><th>Timing</th><th>Condition for Payment Release</th></tr>
<tr><td>Deliverables

1. Detailed work plan for the assignment,

2. Diagnostic Report, Strategic Goals and Stakeholder Analysis,
3. Survey Design and Questionnaire</td><td>10%</td><td>Within a week from signing the contract

Within 1 months from beginning of the contract</td><td rowspan="6">Within thirty (30) days from the date of meeting the following conditions:

a) UNDP's written acceptance (i.e., not mere receipt) of the quality of the outputs; and

b) Receipt of invoice from the Service Provider.</td></tr>
<tr><td>Deliverable 4. Behavior Analysis and Knowledge Survey Report</td><td>20%</td><td>2 months from beginning of the contract</td></tr>
<tr><td>Deliverable 5. Strategic Framework for Climate Change Communication Strategy</td><td>10%</td><td>3 months from beginning of the contract</td></tr>
<tr><td>Deliverables 6. Draft Communication Strategy and Awareness Raising Action Plan, 7. Draft Public Outreach Campaign Design</td><td>20%</td><td>4 months from beginning of the contract</td></tr>
<tr><td>Deliverable 8. Final Communication Strategy and Awareness Raising Action Plan</td><td>10%</td><td>5 months from beginning of the contract</td></tr>
<tr><td>Deliverable 9. Report on Implementation of Public Outreach Campaign (in total 5 public outreach and awareness raising events) And Updated Climate Change Communication Strategy and Awareness Raising Action PLan</td><td>30%</td><td>Within 12 months from beginning of the contract</td></tr>
</table>
</td></tr>
<tr><td>Person(s) to review/inspect/ approve outputs/compl eted services and authorize the</td><td>EU4Climate Project National Coordinator

Energy and Environment Team Leader, UNDP Georgia;</td></tr>
</table>

disbursement of payment	
Type of Contract to be Signed	☒ Contract for Professional Services
Criteria for Contract Award	☒ Highest Combined Score (based on the 70% technical offer and 30% price weight distribution) ☒ Full acceptance of UNDP Contract General Terms and Conditions (GTC). This is a mandatory criterion and cannot be deleted regardless of the nature of services required. Non-acceptance of the GTC may be grounds for the rejection of the Proposal.
Criteria for the Assessment of Proposal	**Technical Proposal (70%)** ☒ Expertise of the Firm 18% ☒ Methodology, Its Appropriateness to the Condition and Timeliness of the Implementation Plan 14% ☒ Management Structure and Qualification of Key Personnel 38% **Financial Proposal (30%)** To be computed as a ratio of the Proposal's offer to the lowest price among the proposals received by UNDP. 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.
UNDP will award the contract to:	☒ One and only one Service Provider
Annexes to this RFP	☒ Form for Submission of Proposal (Annex 2) ☒ General Terms and Conditions / Special Conditions (Annex 3) ☒ Detailed TOR (Annex 4) ☒ Technical Proposal Evaluation Form (Annex 5)
Contact Person for Inquiries (Written inquiries only)	***Lika Tergiashvili*** *Project Admin/Finance Associate* *lia.tergiashvili@undp.org* Any delay in UNDP's response shall not be used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers.

Pre-bid conference	**A pre-proposal conference will be held on:** Time: 15:00 PM Date: 30 october 2019 Venue: UN Conference hall, 9 Eristavi street, Tbilisi 0179, Georgia The UNDP focal point for the arrangement: Ms. Lika Tergiashvili; e-mail: lika.tergiashvili@undp.org; Telephone: 591701083
Other Information	N/A

Annex 2

FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL

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

[insert: *Location]*.
[insert: *Date]*

To: Lasha Nakashidze, Project National Coordinator "EU4Climate", 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 10/24/2019 , and all of its attachments, as well as the provisions of UNDP General Contract Terms and Conditions:

A. Qualifications of the Service Provider

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

a) Company Profile – describing the nature of business, field of expertise, no more than 10 pages;
b) Business Licenses – Registration Papers, Tax Payment Certification, etc.
c) Track Record – list of clients for similar services as those required by UNDP, indicating description of contract scope, contract duration, contract value, contact references;
d) 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.
e) Provide List of Bank References (Name of Bank, Location, Contact Person and Contact Details).

Experience of the Firm: **Minimum requirements:**

- ✓ Experience in designing and managing of at least three (3) awareness raising action plans / campaigns **(minimum requirement);**
- ✓ Experience in organizing and implementing public awareness raising and communication activities / measures for the last two years **(minimum requirement)**;
- ✓ Financial turnover-bank letter certifying financial turn over minimum USD 100 000 (per year) during the last 2 years **(minimum requirement)**
- ✓ Experience in designing and implementing surveys (would be an asset);
- ✓ Experience in working with climate change issues (will be an asset)
- ✓ Experience in knowledge transfer (conducting workshops, training courses, seminars, etc.) will be an asset.
- ✓ Having a reference from an international organization for conducting similar survey(s) – 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.

C. Qualifications of Key Personnel

If required by the RFP, the Service Provider must provide

a) Names and qualifications of the key personnel that will perform the services indicating who is Team Leader, who are supporting, etc
b) CVs demonstrating qualifications must be submitted if required by the RFP; and
c) Written confirmation from each personnel that they are available for the entire duration of the contract

The service provider should have at minimum:

- ***Team Leader-Project Coordinator***
- *With University degree in social sciences or another field relevant to the project* ***(Minimum Requirement)***
- *Minimum 5 years of experience in managing/coordinating development, management and /or implementation of public outreach and/or awareness raising action plans and/or communication strategies and/or advocacy and public campaigns* ***(Minimum Requirement)***
- *Minimum 3 years of experience in designing and implementing survey projects, with specific focus on country-wide surveys* ***(Minimum Requirement)***
- *Experience in following fields: Climate change, disaster risk management, green development, sustainable development will be an asset*
- *Experience in managing evaluation surveys will be an asset*

- ***Climate Change Expert***
- *Minimum 5 years of experience in the field of climate change* ***(Minimum Requirement****)*
- *Experience in designing and implementing communication strategies, awareness raising action plans and public outreach campaigns related to climate change, environment or another related field will be an asset*
- ***Public Relations and Communications Expert***
- *Minimum 5 years of experience at least in designing and implementing country-wide communication strategies, awareness raising plans and public outreach campaigns* ***(Minimum Requirement)***
- *Experience in organizing communication activities related to the following fields: climate change, sustainable development, environment protection, energy efficiency and green development will be an asset*

- ***Expert in Sampling and Questionnaire design***
- *Minimum 3 years of experience in sampling and questionnaire design* ***(Minimum Requirement****)*
- ***Expert on Statistical Data Analysis***
- *Minimum 5 years of experience in statistical and general data analysis (Minimum Requirement)*
- *The other professional team if deemed appropriate by the contractor to fulfill the requirements as spelled out in this RFP (Note: It is possible to combine several expert functions within one individual, provided that the candidate fully meets all needed qualifications*

D. **Cost Breakdown per Deliverable***

	Deliverables ***[list them as referred to in the RFP]***	**Percentage of Total Price** ***(Weight for payment)***	**Price** ***(Lump Sum, All Inclusive)***
1	Deliverable 1, 2, 3	10%	
2	Deliverable 4	20%	
3	Deliverable 5	10%	
	Deliverable 6, 7	20%	
4	Deliverable 8	10%	
5	Deliverable 9	30%	
	Total	100%	

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

E. **Cost Breakdown by Cost Component:**

Description of Activity	**Remuneration (per day)***	**Total Period of Engagement (days)***	**No. of Personnel**	**Total Rate**
I. Personnel Services				
1. Team Leader – Project Coordinator				
2. Climate Change Expert				
3. Public Relations and Communications Expert				

4. Expert in Sampling and Questionnaire design				
5. Expert on Statistical Data Analysis				
II. Other Related Costs**				
1. Workshop for deliverable 2				
Catering				
Venue				
Printing costs				
Translation costs if applicable				
Other costs if applicable				
2. Public outreach and awareness raising events (5) for deliverable 9				
Catering				
Venue				
Printing costs				
Video costs				
Other costs related to organizing public outreach and awareness raising events if applicable				

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.

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

GENERAL TERMS AND CONDITIONS

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

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

1.1 Pursuant, *inter alia,* to the Charter of the United Nations and the Convention on the Privileges and Immunities of the United Nations, the United Nations, including its subsidiary organs, has full juridical personality and enjoys such privileges and immunities as are necessary for the independent fulfillment of its purposes.

1.2 The Contractor shall have the legal status of an independent contractor *vis-à-vis* UNDP, and nothing contained in or relating to the Contract shall be construed as establishing or creating between the Parties the relationship of employer and employee or of principal and agent. The officials, representatives, employees, or subcontractors of each of the Parties shall not be considered in any respect as being the employees or agents of the other Party, and each Party shall be solely responsible for all claims arising out of or relating to its engagement of such persons or entities.

2. OBLIGATIONS OF THE CONTRACTOR:

2.1 The Contractor shall perform and complete the services described in the Terms of Reference and Schedule of Payments (hereinafter the "Services"), with due diligence and efficiency, and in accordance with this Contract. The Contractor shall also provide all technical and administrative support needed in order to ensure the timely and satisfactory performance of the Services.

2.2 The Contractor represents and warrants the accuracy of any information or data provided to UNDP for the purpose of entering into this Contract, as well as the quality of the deliverables and reports foreseen under this Contract, in accordance with the highest industry and professional standards.

2.3 All time limits contained in this Contract shall be deemed to be of the essence in respect of the performance of the provision of the Services.

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

3.1 UNDP does not warrant that any quantity of Services shall be ordered during the term of the LTA.

3.2 Any UNDP business unit, including, but not limited to, a Headquarters unit, a Country Office or a Regional Centre, as well as any United Nations entity, may benefit from the retainer and order Services from the Contractor hereunder.

3.3 The Contractor shall provide the Services, as and when requested by UNDP and reflected in a purchase order, which shall be subject to the terms and conditions stipulated in this Contract. For

the avoidance of doubt, UNDP shall acquire no legal obligations towards the Contractor unless and until a purchase order is issued.

3.4 The Services shall be at the Discount Prices annexed hereto. The prices shall remain in effect for a period of three years from the Starting Date stated in the Face Sheet of this Contract.

3.5 In the event of any advantageous technical changes and/or downward pricing of the Services during the term of the retainer, the Contractor shall notify UNDP immediately. UNDP shall consider the impact of any such event and may request an amendment to the retainer.

3.6 The Contractor shall report semi-annually to UNDP on the Services provided, unless otherwise specified in the Contract. Each report should be submitted to the UNDP Contact Person indicated in as indicated in the Face Sheet hereto, as well as to a UNDP business unit that has placed a purchase order for the Services during the reporting period.

3.7 The LTA shall remain in force for the maximum period of two years and may be extended by UNDP for one additional year by mutual agreement of the Parties.

4. PRICE AND PAYMENT:

4.1 FIXED PRICE: If Fixed Price is chosen as a payment method pursuant to the Face Sheet of this Contract, in full consideration for the complete and satisfactory provision of the Services, UNDP shall pay the Contractor a fixed amount indicated in the Face Sheet of this Contract.

4.1.1 The amount stated in the Face Sheet of this Contract is not subject to any adjustment or revision because of price or currency fluctuations, or the actual costs incurred by the Contractor in the performance of the Contract.

4.1.2 UNDP shall effect payments to the Contractor in the amounts and pursuant to the schedule of payments set forth in the Terms of Reference and Schedule of Payments, upon completion by the Contractor of the corresponding deliverable(s) and upon acceptance by UNDP of the original invoices submitted by the Contractor to the UNDP Contact Person indicated in the Face Sheet of this Contract, together with whatever supporting documentation that may be required by UNDP:

4.1.3 Invoices shall indicate a deliverable completed and the corresponding amount payable.

4.1.4 Payments effected by UNDP to the Contractor shall be deemed neither to relieve the Contractor of its obligations under this Contract nor as acceptance by UNDP of the Contractor's provision of the Services.

4.2 COST REIMBURSEMENT: If Cost Reimbursement is chosen as a payment method pursuant to the Face Sheet of this Contract, in full consideration for the complete and satisfactory provision of the Services under this Contract, UNDP shall pay the Contractor an amount not exceeding the total amount stated in the Face Sheet of this Contract.

4.2.1 The said amount is the maximum total amount of reimbursable costs under this Contract. The breakdown of costs contained in the Financial Proposal, referred to in the Face Sheet to this Contract shall specify the maximum amount per each cost category that is reimbursable under this Contract. The Contractor shall specify in its invoices or financial reports (as required by UNDP) the amount of the actual reimbursable costs incurred in the provision of the Services.

4.2.2 The Contractor shall not provide the Services or equipment, materials and supplies that may result in any costs in excess of the amount stated in the Face Sheet of this Contract, or of the maximum amount per each cost category specified in the breakdown of costs contained in the Financial Proposal, without the prior written agreement of the UNDP Contact Person.

4.2.3 The Contractor shall submit original invoices or financial reports (as required by UNDP) for the Services provided in accordance with the schedule set forth in the Terms of Reference and Schedule of Payments. Such invoices or financial reports shall indicate a deliverable or deliverables completed and the corresponding amount payable. They shall be submitted to the UNDP Contact Person, together with whatever supporting documentation of the actual costs incurred that is required in the Financial Proposal, or may be required by UNDP.

4.2.4 UNDP shall effect payments to the Contractor upon completion by the Contractor of the deliverable(s) indicated in the original invoices or financial reports (as required by UNDP) and upon acceptance of these invoices or financial reports by UNDP. Such payments shall be subject to any specific conditions for reimbursement specified in the breakdown of costs contained in the Financial Proposal.

4.2.5 Payments effected by UNDP to the Contractor shall be deemed neither to relieve the Contractor of its obligations under this Contract nor as acceptance by UNDP of the Contractor's performance of the Services.

5. ADVANCE PAYMENT:

5.1 If an advance payment is due to the Contractor pursuant to the Face Sheet of this Contract, the Contractor shall submit an original invoice for the amount of that advance payment upon signature of this Contract by the Parties.

5.2 If an advance payment representing 20% or more of the total contract value, or amounting to US$30,000 or more, is to be made by UNDP upon signature of the Contract by the Parties, such payment shall be contingent upon receipt and acceptance by UNDP of a bank guarantee or a certified cheque for the full amount of the advance payment, valid for the duration of the Contract, and in a form acceptable to UNDP.

6. SUBMISSION OF INVOICES AND REPORTS:

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

6.2 All reports and invoices shall be submitted by the Contractor to the UNDP Contact Person specified in the Face Sheet of this Contract.

7. TIME AND MANNER OF PAYMENT:

7.1 Invoices shall be paid within thirty (30) days of the date of their acceptance by UNDP. UNDP shall make every effort to accept an original invoice or advise the Contractor of its non-acceptance within a reasonable time from receipt.

7.2 Where the Services are to be provided, in addition to an invoice, the Contractor shall submit to UNDP a report, describing in detail the Services provided under the Contract during the period of time covered in each report. All reports shall be written in the English language.

8. RESPONSIBILITY FOR EMPLOYEES:

8.1 The Contractor shall be responsible for the professional and technical competence of its employees and will select, for work under this Contract, reliable individuals who will perform effectively in the implementation of this Contract, respect the local customs, and conform to a high standard of moral and ethical conduct.

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

9. ASSIGNMENT: The Contractor shall not assign, transfer, pledge or make other disposition of this Contract or any part thereof, or any of the Contractor's rights, claims or obligations under this Contract except with the prior written consent of UNDP.

10. SUBCONTRACTING: In the event the Contractor requires the services of sub-contractors, the Contractor shall obtain the prior written approval and clearance of UNDP for all sub-contractors. The approval of UNDP of a sub-contractor shall not relieve the Contractor of any of its obligations under this Contract. The terms of any sub-contract shall be subject to and conform to the provisions of this Contract.

11. INDEMNIFICATION: The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, UNDP, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Contractor, or the Contractor's employees, officers, agents or sub-contractors, in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the nature of worker's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.

12. INSURANCE AND LIABILITY:

12.1 The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.

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

12.3 The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of Services under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.

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

12.4.1 Name UNDP as additional insured;

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

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

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

13. ENCUMBRANCES AND LIENS: The Contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with UNDP against any monies due to the Contractor or that may become due for any work done or against any goods supplied or materials furnished under the Contract, or by reason of any other claim or demand against the Contractor or UNDP.

14. EQUIPMENT FURNISHED BY UNDP TO THE CONTRACTOR: Title to any equipment and supplies that may be furnished by UNDP to the Contractor for the performance of any obligations under the Contract shall rest with UNDP, and any such equipment shall be returned to UNDP at the conclusion of the Contract or when no longer needed by the Contractor. Such equipment, when returned to UNDP, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear, and the Contractor shall be liable to compensate UNDP for the actual costs of any loss of, damage to, or degradation of the equipment that is beyond normal wear and tear.

15. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

15.1 Except as is otherwise expressly provided in writing in the Contract, UNDP shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the Contractor has developed for UNDP under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract. The Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for UNDP.

15.2 To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, UNDP does not and shall not claim any ownership interest thereto, and the Contractor grants to UNDP a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.

15.3 At the request of UNDP, the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to UNDP in compliance with the requirements of the applicable law and of the Contract.

15.4 Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract shall be the property of UNDP, shall be made available for use or inspection by UNDP at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNDP authorized officials on completion of work under the Contract.

16. PUBLICITY, AND USE OF THE NAME, EMBLEM OR OFFICIAL SEAL OF UNDP OR THE UNITED NATIONS: The Contractor shall not advertise or otherwise make public for purposes of commercial advantage or goodwill that it has a contractual relationship with UNDP, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of UNDP or the United Nations, or any abbreviation of the name of UNDP or the United Nations in connection with its business or otherwise without the written permission of UNDP.

17. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION: Information and data that is considered proprietary by either Party or that is delivered or disclosed by one Party ("Discloser") to the

other Party ("Recipient") during the course of performance of the Contract, and that is designated as confidential ("Information"), shall be held in confidence by that Party and shall be handled as follows:

17.1 The Recipient shall:

17.1.1 use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Information as it uses with its own similar Information that it does not wish to disclose, publish or disseminate; *and*,

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

17.2 Provided that the Recipient has a written agreement with the following persons or entities requiring them to treat the Information confidential in accordance with the Contract and this Article 17, the Recipient may disclose Information to:

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

17.2.2 the Recipient's employees, officials, representatives and agents who have a need to know such Information for purposes of performing obligations under the Contract, and employees officials, representatives and agents of any legal entity that it controls, controls it, or with which it is under common control, who have a need to know such Information for purposes of performing obligations under the Contract, *provided that,* for these purposes a controlled legal entity means:

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

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

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

17.3 The Contractor may disclose Information *to the ext*ent required by law, *provided that*, subject to and without any waiver of the privileges and immunities of the United Nations, the Contractor will give UNDP sufficient prior notice of a request for the disclosure of Information in order to allow UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.

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

17.5 The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder.

17.6 These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.

18. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS:

18.1 In the event of and as soon as possible after the occurrence of any cause constituting *force majeure*, the affected Party shall give notice and full particulars in writing to the other Party, of such occurrence or cause if the affected Party is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under the Contract. The affected Party shall also notify the other Party of any other changes in condition or the occurrence of any event which interferes or threatens to interfere with its performance of the Contract. Not more than fifteen

(15) days following the provision of such notice of *force majeure* or other changes in condition or occurrence, the affected Party shall also submit a statement to the other Party of estimated expenditures that will likely be incurred for the duration of the change in condition or the event of *force majeure*. On receipt of the notice or notices required hereunder, the Party not affected by the occurrence of a cause constituting *force majeure* shall take such action as it reasonably considers to be appropriate or necessary in the circumstances, including the granting to the affected Party of a reasonable extension of time in which to perform any obligations under the Contract.

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

18.3 *Force majeure* as used herein means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, or any other acts of a similar nature or force, *provided that* such acts arise from causes beyond the control and without the fault or negligence of the Contractor. The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in areas in which UNDP is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas, or to any incidents of civil unrest occurring in such areas, shall not, in and of itself, constitute *force majeure* under the Contract.

19. TERMINATION:

19.1 Either party may terminate this Contract for cause, in whole or in part, upon thirty (30) days' notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 22.2 ("Arbitration"), below, shall not be deemed a termination of this Contract.

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

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

19.4 Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, UNDP may, without prejudice to any other right or remedy it may have under the terms of these conditions, terminate this Contract forthwith. The Contractor shall immediately inform UNDP of the occurrence of any of the above events.

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

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

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

22. SETTLEMENT OF DISPUTES:

22.1 AMICABLE SETTLEMENT: The Parties shall use their best efforts to amicably settle any dispute, controversy, or claim arising out of the Contract or the breach, termination, or invalidity thereof. Where the Parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the Conciliation Rules then obtaining of the United Nations Commission on International Trade Law ("UNCITRAL"), or according to such other procedure as may be agreed between the Parties in writing.

22.2 ARBITRATION: Any dispute, controversy, or claim between the Parties arising out of the Contract or the breach, termination, or invalidity thereof, unless settled amicably under Article 22.1, above, within sixty (60) days after receipt by one Party of the other Party's written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Contract, order the termination of the Contract, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Contract, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 ("Interim measures") and Article 34 ("Form and effect of the award") of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Contract, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate ("LIBOR") then prevailing, and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.

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

24. TAX EXEMPTION:

24.1 Article II, Section 7, of the Convention on the Privileges and Immunities of the United Nations provides, *inter alia*, that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs restrictions, duties, and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize the exemptions of UNDP from such taxes, restrictions, duties, or charges, the Contractor shall immediately consult with UNDP to determine a mutually acceptable procedure.

24.2 The Contractor authorizes UNDP to deduct from the Contractor's invoices any amount representing such taxes, duties or charges, unless the Contractor has consulted with UNDP before

the payment thereof and UNDP has, in each instance, specifically authorized the Contractor to pay such taxes, duties, or charges under written protest. In that event, the Contractor shall provide UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized, and UNDP shall reimburse the Contractor for any such taxes, duties, or charges so authorized by UNDP and paid by the Contractor under written protest.

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

26. AUDITS AND INVESTIGATIONS:

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

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

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

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

27. LIMITATION ON ACTIONS:

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

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

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

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

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

30.1 The UN Supplier Code of Conduct;

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

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

30.4 UNDP Vendor Sanctions Policy; and

30.5 All security directives issued by UNDP.

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

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

32. CHILD LABOR: The Contractor represents and warrants that neither it, its parent entities (if any), nor any of the Contractor's subsidiary or affiliated entities (if any) is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, *inter alia*, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development.

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

34. SEXUAL EXPLOITATION:

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

34.2 The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by its employees or any other persons engaged and controlled by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all reasonable and appropriate measures to prohibit its employees or other persons engaged and controlled by it from exchanging any money, goods, services, or other things of value, for sexual favors or activities, or from engaging any sexual activities that are exploitive or degrading to any person.

34.3 UNDP shall not apply the foregoing standard relating to age in any case in which the Contractor's personnel or any other person who may be engaged by the Contractor to perform any services under the Contract is married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such Contractor's personnel or such other person who may be engaged by the Contractor to perform any services under the Contract.

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

Terms of Reference (TOR)

Climate Change (Nationally Determined Contributions, Climate Action Plan, Low-Emission Development Strategy) Communication Strategy, Awareness Raising Action Plan and Public Outreach Campaign

1. BACKGROUND INFORMATION

The EU4Climate Project helps governments in the six EU Eastern Partner countries - Armenia, Azerbaijan, Belarus, Georgia, the Republic of Moldova and Ukraine - to take action against climate change. It supports countries in implementing the Paris Climate Agreement and improving climate policies and legislation. Its ambition is to limit climate change impact on citizens lives and make them more resilient to it. EU4Climate is funded by the European Union (EU) and implemented by the United Nations Development Programme (UNDP).

The objective of the project is to support the development and implementation of climate-related policies by the Eastern Partnership countries that contribute to their low emission and climate resilient development and their commitments to the Paris Agreement on Climate Change. It identifies key actions and results in line with the Paris Agreement, the "20 Deliverables for 2020", and the key global policy goals set by the UN 2030 Agenda for Sustainable Development. The project will also translate into action priorities outlined in the Eastern Partnership Ministerial Declaration on Environment and Climate Change of October 2016.

To realize this project goal, the following results should be achieved:

- **Result 1.** Finalized or up-dated nationally determined contributions communicated to the UNFCCC;
- **Result 2.** Improved inter-institutional awareness and coordination at political and technical level of the Paris Agreement and the corresponding national commitments;
- **Result 3.** Established or strengthened MRV systems, with countries getting on track with Paris Agreement transparency requirements;
- **Result 4.** Advanced alignment with EU climate acquis as provided by bilateral agreements with EU and in the context of Energy Community Treaty on climate matters that are not covered by the EU4Energy programme;
- **Result 5.** Establishment of concrete sectoral guidelines for the implementation of the Paris Agreement in each of the Eastern Partners;
- **Result 6.** Increased mobilization of climate finance;
- **Result 7.** Enhanced adaptation planning.

2. GOAL

The overall goal of the assignment is to assist UNDP and the Ministry of Environmental Protection and Agriculture of Georgia in developing a communication strategy and a public awareness raising plan to enhance general awareness of climate change related challenges, national obligations and contribution potential and promote the concepts of climate change mitigation and adaptation in Georgia.

The communication strategy and awareness raising action plan shall comply with Nationally Determined Contributions, Climate Action Plan, Low-emission Development Strategy and the other sectoral plans or policy papers related to climate change mitigation and adaptation.

To achieve the goal of the assignment UNDP (hereinafter referred as the Client) will contract a qualified company and/or organization (hereinafter referred as the Consulting Company) which obtains the relevant expertise and complies with the requirements listed in Section 9.

3. OBJECTIVES

The responsibility of the Consulting Company is to develop a communication strategy and public awareness raising plan and implement public outreach activities / measures aimed to enhance information and understanding of various target groups on Georgia's Nationally Determined Contributions, Climate Action Plan, Low-emission Development Strategy and other climate change mitigation and adaptation related policies and obligations.

In addition, the Consulting Company shall ensure that the goals and results of the EU4Climate Project are effectively communicated to the public and government stakeholders.

It is expected that Consulting Company will dedicate around 40% of resources to the development of the action plan and around 60% to the implementation of communication and public awareness raising events.

4. SCOPE OF WORK

The assignment includes following components:

Task 1. Preparation of a Work Plan to undertake the consultancy
Prepare a work plan and schedule for undertaking the work involved to complete these Terms of Reference and agree this with the EU4Climate Project National Coordinator who will consult with colleagues at the Ministry of Environmental Protection and Agriculture of Georgia.

Task 2. Definition of Goals of the climate communication strategy and awareness raising action plan
In consultation with the Project National Coordinator, Ministry of Environmental Protection and Agriculture of Georgia (specifically climate change division) and based on analysis of strategic climate policy documents of Georgia (NDC, CCA, LEDS and other documents provided by project national coordinator) define strategic goals of climate communication strategy and awareness raising action plan, which shall be validated and approved by Project National Coordinator and MoEPA.

Task 3. Review of Relevant Documentation and Stakeholder Analysis for defining the target audience

In the scope of this task, consultant shall:

- Review the national experience on climate change communication and awareness, including all relevant documents, reports, strategies and policy papers and past and ongoing awareness and education activities relate to climate change
- Conduct an in-depth analysis of project stakeholders, partners, including various organizations and agencies, NGOs, SCOs, social groups and private sector.
- Identification of relevant public, private and non-governmental sector target groups. Inclusion of youth as one of the main target group is a must.
- Identification of stakeholders' performance objectives;
- Definition of rights and responsibilities of stakeholders in climate policy performance;
- Elaboration of the stakeholder power-interest grid;
- Update goals of climate communication strategy and awareness raising plan if deemed necessary after implementing activities described in TASK 3

Task 4. Behavior Analysis and Knowledge/Perception Survey

Conduct a baseline survey/research of knowledge, attitudes, perception and analysis of practices and behavior in the context of climate change and present findings back to stakeholders to inform communication strategy and awareness raising action plan.

It is necessary to use both quantitative and qualitative research frameworks. Examples of quantitative surveys include but are not limited to face-to-face surveys, student surveys, general public / opinion surveys. Examples of qualitative surveys include but are not limited to focus groups, key stakeholder/informant interviews etc. Specific methods and modes of quantitative and qualitative surveys shall be proposed in submitted proposals.

In all surveys 50:50 ratio to male and female respondents shall be maintained to the extent possible and findings of the analysis, surveys and research shall be presented in as much sex disaggregated format as possible.

Task 5. Communication Channel Analysis

Based on identified stakeholders, target groups, communication strategy and awareness raising action plan strategic goals conduct communication channel analysis with the aim to identify most efficient and effective communication channels for implementing communication strategy and awareness raising action plan as well as public outreach campaign. Identified and recommended communication channels shall be described in terms of their strong and weak sides and with reference to most appropriate target groups.

Task 6. Strategic Framework for Climate Change Communication Strategy

Based on the previous tasks design strategic framework including strategic goals, objectives, target groups, selected communication channels, implementation modalities and M&E framework. Strategic Framework (Design) of Climate Change Communication Strategy shall be reviewed, validated and approved by National Project Coordinator and MoEPA.

Task 7. Preparation of Climate Change Communication Strategy and Awareness Raising Action Plan

Based on the previous tasks, approved strategic framework of climate change communication strategy and taking into account national context and international best practices, prepare a "Climate Change Communication Strategy and Awareness Raising Action Plan" and hold discussion with relevant stakeholders for validation of the strategy and action plan, as well as for identification areas of collaboration. Climate Change Communication Strategy and Awareness Raising Action Plan should be based on updated NDC, Climate Action Plan of Georgia and Low-emission Development Strategy.

The strategy and action plan should be based on the extensive consultations with the project partners and stakeholders (i.e. individual consultations, focus group discussions, etc.) and should be validated by the final owner of the document – Ministry of Environmental Protection and Agriculture of Georgia. Among others, action plan shall include specific measures, target groups / audience, targets and indicators, timelines, budget and responsible parties for implementation of each measure.

Throughout the implementation of the assignment, the Client will organize validation workshop(s) to discuss the communication strategy and awareness raising action plan at different stages of its development.

Task 8. Public Outreach Campaign

Based on validated Communication Strategy ad Awareness Raising Action Plan conduct up to 5 public outreach events to sensitize youth, private sector, government agencies, NGOs and general public and other stakeholders on NDC and Climate Action Plan implementation. Overall concept of public outreach campaign, its activities and measures, target groups, messages etc shall be drafted and delivered to UNDP and MoEPA for validation.

Task 9 Evaluation and update of the climate communication strategy

Based on experience and feedback received during implementation of Public Outreach Campaign as well as lessons learned during this process and stakeholder consultations, update and/or redesign Climate Change Communication Strategy.

5. PROJECT DURATION

It is expected that the assignment will start in October 2019 and will take maximum 12 months, starting from the date of signing a contract with UNDP.

6. DELIVERABLES, SUSBMISSION AND PAYMENTS

No.	Deliverable	Timing (after signing the contract)	Amount Payment

1	Detailed work plan for the assignment (TASK 1)	Within a week from signing the contract	10%
2	Diagnostic Report, Strategic Goals and Stakeholder Analysis (TASK 2 and TASK 3)	1 months from beginning of the contract	
3	Survey Design and Questionnaire	1 months from beginning of the contract	
4	Behaviour Analysis and Knowledge Survey Report (TASK 4)	2 months from beginning of the contract	20%
5	Strategic Framework for Climate Change Communication Strategy (TASK 5 and TASK 6)	3 months from beginning of the contract	10%
6	Draft Communication Strategy and Awareness Raising Action Plan	4 months from beginning of the contract	20%
7	Draft Public Outreach Campaign Design	4 months from beginning of the contract	
8	Final Communication Strategy and Awareness Raising Action Plan (TASK 7)	5 months from beginning of the contract	10%
9	Report on Implementation of Public Outreach Campaign (in total 5 public outreach and awareness raising events) (TASK 8) and Updated Climate Change Communication Strategy and Awareness Raising Action Plan (TASK 9)	Latest by 12 months from beginning of the contract	30%

7. RESPONSIBILITIES

The Consulting Company shall:

- Report to the EU4Climate Project National Coordinator
- Ensure timely and quality execution of the Terms of Reference;
- Ensure unconditional carrying out of requirements of the Contract;
- Discuss and get prior approval from the EU4Climate Project National Coordinator on selected measures for implementation;
- Follow the visibility and branding guidelines of EU, UNDP and the Ministry of Environmental Protection and Agriculture of Georgia
- Abide by the copyright rules of EU, UNDP and the Ministry of Environmental Protection and Agriculture of Georgia

8. REPORTING REQUIREMENTS

Electronic versions of the reports and deliverables should be delivered in two languages (English and Georgian) to the EU4Climate Project National Coordinator following the indicated deadlines.

Draft Communication Strategy and Awareness Raising Action Plan will be presented to and discussed with the stakeholders. The results of these discussions, including comments received from the stakeholders, will be incorporated in the final version of Communication Strategy and Awareness Raising Action Plan

9. EXPERIENCE OF CONSULTING COMPANY

The Consulting Company should comply with the following institutional requirements:

- Experience in designing and managing of at least three (3) awareness raising action plans / campaigns **(minimum requirement);**
- Experience in organizing and implementing public awareness raising and communication activities / measures for the last two years **(minimum requirement);**
- Experience in designing and implementing surveys (would be an asset);
- Experience in working with climate change issues (will be an asset)
- Experience in knowledge transfer (conducting workshops, training courses, seminars, etc.) will be an asset.
- Having a reference from an international organization for conducting similar survey(s) – would be an asset.

The Consulting Company team should include the following key experts with relevant experience:

Team Leader – Project Coordinator:

- With University degree in social sciences or another field relevant to the project **(Minimum Requirement)**
- Minimum 5 years of experience in managing/coordinating development, management and /or implementation of public outreach and/or awareness raising action plans and/or communication strategies and/or advocacy and public campaigns **(Minimum Requirement)**
- Minimum 3 years of experience in designing and implementing survey projects, with specific focus on country-wide surveys (**Minimum Requirement)**
- Experience in following fields: Climate change, disaster risk management, green development, sustainable development will be an asset
- Experience in managing evaluation surveys will be an asset

Climate Change Expert

- Minimum 5 years of experience in the field of climate change **(Minimum Requirement)**
- Experience in designing and implementing communication strategies, awareness raising action plans and public outreach campaigns related to climate change, environment or another related field will be an asset

Public Relations and Communications Expert

- Minimum 5 years of experience at least in designing and implementing country-wide communication strategies, awareness raising plans and public outreach campaigns (**Minimum Requirement)**
- Experience in organizing communication activities related to following fields: climate change, sustainable development, environment protection, energy efficiency and green development will be an asset

Expert in Sampling and Questionnaire design

- Minimum 3 years of experience in sampling and questionnaire design **(Minimum Requirement)**

Expert on Statistical Data Analysis

- Minimum 5 years of experience in statistical and general data analysis **(Minimum Requirement)**
- The other experts – Company may propose other relevant consultants/experts as deemed appropriate to the assignment. Structure with clearly defined roles must be provided.

One expert can assume role of different required experts if meeting minimum requirements

10. EVALUATION CRITERIA

The Consulting Company should provide a proposal showing a price breakdown for each component.

The criteria for contract award will be Highest Combined Score (based on the 70% technical offer and 30% price weight distribution).

Annex 5

Technical Proposal Evaluation Form

Technical Proposal	**70.0%**	**Min Points Obtainable**	**Max Points Obtainable**
Expertise of the Firm	**18.0%**		
Experience in designing and managing of at least three (3) awareness raising action plans / campaigns **(minimum requirement);** -3APs/campaigns: 40 points - more : 50 points	5.0%	40	50
Experience in organizing and implementing public awareness raising and communication activities / measures for the last two years **(minimum requirement)**;	5.0%	50	50
Financial turnover-bank letter certifying financial turn over minimum USD 100 000 (per year) during the last 2 years **(minimum requirement);**	2.0%	20	20
Experience in designing and implementing surveys (would be an asset);	1.5%	0	15
Experience in working with climate change issues (will be an asset)	1.5%	0	15
Experience in knowledge transfer (conducting workshops, training courses, seminars, etc.) will be an asset.	1.5%	0	15
Having a reference from an international organization for conducting similar survey(s) – would be an asset.	1.5%	0	15
Total:		**110**	**180**
Methodology, Its Appropriateness to the Condition and Timeliness of the Implementation Plan	**14.0%**		
Understanding of the requirement: Have the important aspects of the task been addressed in sufficient detail? Are the different components of the project adequately weighted relative to one another?	5.0%		
Exceeds expectations - 50			50
Full Understanding (min. requirement) - 30		30	
Description of the Offeror's approach and methodology for meeting or exceeding the requirements of the Terms of Reference	5.0%		
Exceeds expectations - 50			50
Full Understanding (min. requirement) - 30		30	
Assessment of the implementation plan proposed including whether the activities are properly sequenced and if these are logical and realistic	4.0%		
Exceeds expectations - 40			40
Full Understanding (min. requirement) - 30		30	
Total:		**90**	**140**
Management Structure and Qualification of Key Personnel	**38.0%**		
1. Team Leader – Project Coordinator			

With University degree in social sciences or another field relevant to the project ***(Minimum Requirement)***	4.0%	40	40
Minimum 5 years of experience in managing/coordinating development, management and /or implementation of public outreach and/or awareness raising action plans and/or communication strategies and/or advocacy and public campaigns ***(Minimum Requirement)*** *- 5 Years: 50 points* *- more : 60 points*	6.0%	50	60
Minimum 3 years of experience in designing and implementing survey projects, , with specific focus on country-wide surveys ***(Minimum Requirement)*** *- 3 Years: 50 points* *- more : 60 points*	6.0%	50	60
Experience in following fields: Climate change, disaster risk management, green development, sustainable development will be an asset	1.0%	0	10
Experience in managing evaluation surveys will be an asset	1.0%	0	10
2. Climate Change Expert			
Minimum 5 years of experience in the field of climate change ***(Minimum Requirement)*** *- 5 Years: 40 points* *- more : 50 points*	5.0%	40	50
Experience in designing and implementing communication strategies, awareness raising action pans and public outreach campaigns related to climate change, environment or another related field will be an asset	1.0%	0	10
3. Public Relations and Communications Expert			
Minimum 5 years of experience at least in designing and implementing country-wide communication strategies, awareness raising plans and public outreach campaigns ***(Minimum Requirement)*** - 5 Years: 40 points - more : 50 points	5.0%	40	50
Experience in organising communication activities related to the following fields: climate change, sustainable development, environment protection, energy efficiency and green development will be an asset	1.0%	0	10
4. Expert in Sampling and Questionnaire design			
Minimum 3 years of experience in sampling and questionnaire design ***(Minimum Requirement)*** *- 3 Years: 30 points* *- more : 40 points*	4.0%	30	40
5. Expert on Statistical Data Analysis			
*Minimum 5 years of experience in statistical and general data analysis (****Minimum Requirement)***	4.0%	40	40
Total:		**290**	**380**
Maximum Total Technical		**490**	**700**
Financial Proposal	**30.0%**		**300**
Budget Proposals			
To be computed as a ration of the Proposal's Offer to the lowest price among the proposals received by UNDP	**30.0%**		**300**
Total:	100.0%		**1000**