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REQUEST FOR PROPOSAL (RFP)
(Services)

NAME & ADDRESS OF FIRM	DATE: **May 13, 2016**
	REFERENCE: **UNDP Project "Developing Climate Resilient Flood and Flash Flood Management Practices to Protect Vulnerable Communities of Georgia" #00076540**

Dear Sir / Madam:

We kindly request you to submit your Proposal for **Provision of Training Service in Community Engagement and Awareness Raising,** as detailed in attached hereto Annex 1 Description of Requirements and Annex 3 Terms of Reference (TOR). While preparing your Proposal, please be guided by the form attached hereto as Annex 2.

Proposals, in sealed and stamped envelopes, may be submitted on or before **15:00 (Tbilisi Local Time) Thursday, June 09, 2016,** via courier mail to the address below:

United Nations Development Programme
UN House, 9 Eristavi St., Tbilisi, 0179 Georgia
Attention: Mr. Ivane Tsiklauri, Project Manager
ivane.tsiklauri@undp.org

Your Proposal must be expressed in **English** (Supporting documents available only in Georgian can be submitted in Georgian) and valid for a minimum period of **90 Days.**

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 and 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 4.

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/procurement/protest.shtml.

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,

Ivane Tsiklauri
Project Manager
5/31/2016

Annex 1

Description of Requirements

Context of the Requirement	The objective of the required service is to develop and implement a training programme on Community Engagement and Awareness Rising in Project six (6) Target Municipalities.
Implementing Partner of UNDP	Ministry of Environment Protection of Georgia through the National Environmental Agency
Brief Description of the Required Services	The purpose of the Services required is to develop and implement a training programme aimed at local authorities of project target municipalities (6 in total) in community engagement and awareness raising approaches and practices, to build their capacity in: 1) Developing community engagement strategies for each of the stages of community involvement throughout the project; 2) Undertake community engagement exercises that will enable them to: a. Raise awareness of climate-induced hydro meteorological hazards such as floods, landslides and mudflows; b. Develop and disseminate community-specific risk and hazard information for each community; c. Engage with communities in exercises that will capture relevant local knowledge and experience, current constraints and opportunities and understanding of their risks; d. Develop and implement awareness raising campaigns which includes dissemination of risk information and identify a future vision for the targeted areas. 3) The training should also include provision of guidance for the community engagement processes and guidance that other experts should use when engaging with the communities. It is expected that once, for the at-risk communities (and particularly communities where the project has had direct intervention), individual community engagement, mobilization and sensitization plans will be developed, using the guidance provided here along with knowledge and experience of stakeholder engagement in Georgia at the community level. Individual community engagement plans, once developed, will be provided to the key stakeholders within the community for review and approval before implementation. 4) In collaboration with local authority staff, undertake the implementation of selected community engagement programmes in the target municipalities. **<u>In total Up to 150 persons in 6 Municipalities (25 in each municipality) should be trained.</u>** *For more details please refer to attached hereto Annex 3 Terms of Reference (TOR)*
List and Description of Expected Outputs to be Delivered	Expected Outputs and Deliverables of service provider are as follows: **Output 1** – Develop a Training Programme aimed at local authorities of project target municipalities in community engagement and awareness raising approaches and practices • **Deliverable 1:** Developing a detailed Methodology of training programme including programme and logistical requirements. • **Deliverable 2:** Guidance document on community engagement for hydro meteorological risk management and a set of training manuals. **Output 2** – Implement Training Programme aimed at local authorities of project target municipalities in community engagement and awareness raising approaches and practices • **Deliverable 3:** Record of training delivered including list of attendees, feedback from participants; • **Deliverable 4:** Community engagement strategies for at least 1 community in each of the six target municipalities (i.e. at least 6 community engagement strategies); • **Deliverable 5:** Report on results of implementation of community engagement strategies in 1 community in each of 6 target municipalities;

<table>
<tr><td></td><td>Training material to be provided and reviewed by UNDP ahead of training. Logistical requirement includes preparation of training venue and provision of transportation, lunch and/or coffee/breaks for participants (if applicable);

Note: For more details please refer to attached Annex 3 Terms of Reference (TOR).</td></tr>
<tr><td>Person to Supervise the Work/Performance of the Service Provider</td><td>Project Manager and Project Chief Technical Adviser</td></tr>
<tr><td>Frequency of Reporting</td><td>Service provider should provide progress reports corresponding with schedule of activities, progress achieved, as well as challenges along the implementation process.</td></tr>
<tr><td>Location of work</td><td>Locations for Conducting Trainings: Project 6 target Municipalities in Georgia – Lentekhi, Oni, Ambrolauri, Tskaltubo, Samtredia and Tsageri
Location for meetings with UNDP Project representative and consultancy based works – Tbilisi, project office and/or service provider’s office</td></tr>
<tr><td>Expected duration of work/services</td><td>4 months period</td></tr>
<tr><td>Target start date</td><td>Late June 2016</td></tr>
<tr><td>Latest completion date</td><td>Late October 2016</td></tr>
<tr><td>Travels Expected</td><td>6 Target Municipalities in Georgia - Lentekhi, Oni, Ambrolauri, Tskaltubo, Samtredia, Tsageri</td></tr>
<tr><td>Special Security Requirements</td><td>N/A</td></tr>
<tr><td>Facilities to be Provided by UNDP (i.e., must be excluded from Price Proposal)</td><td>While conducting trainings in municipalities space/venue for trainings will be provided in municipality buildings by UNDP through the Municipalities</td></tr>
<tr><td>Implementation Schedule indicating breakdown and timing of activities/sub-activities</td><td>☒ Required as per tasks indicated in Annex 3 (TOR) attached hereto</td></tr>
<tr><td>Names and curriculum vitae of individuals who will be involved in completing the services</td><td>☒ Required</td></tr>
<tr><td>Currency of Proposal</td><td>☒ United States Dollars
Note: For proposals submitted in other currencies than UNDP preferred currency, conversion will be done based on UN operational exchange rate (UNORE) at the date of the Bid Opening.

Payment to local companies will be done in Georgian Lari according to UN official exchange rate at the date of payment.</td></tr>
<tr><td>Value Added Tax on Price Proposal</td><td>☒ must be exclusive of VAT and other applicable indirect taxes</td></tr>
<tr><td>Validity Period of Proposals (Counting for the last day of submission of quotes)</td><td>☒ 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.</td></tr>
<tr><td>Partial Quotes</td><td>☒ Not permitted</td></tr>
<tr><td>Payment Terms</td><td>
<table>
<tr><th>Outputs</th><th>%</th><th>Timing</th><th>Condition for Payment Release</th></tr>
<tr><td>Upon provision of Output 1 and its respective deliverables</td><td>40%</td><td>Eight weeks after signing the contract</td><td rowspan="2">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>Upon provision of Output 2 and its respective deliverables</td><td>60%</td><td>Four months after signing the contract</td></tr>
</table>
</td></tr>
</table>

Person(s) to review/ inspect/approve outputs /completed services and authorize the disbursement of payment	Project "Developing Climate Resilient Flood and Flash Flood Management Practices to Protect Vulnerable Communities of Georgia" – Project Manager and Chief Technical Adviser UNDP Georgia Energy and Environment Portfolio Team Leader
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 the UNDP Contract General Terms and Conditions (GTC) attached as Annex 4. This is a mandatory criteria and cannot be deleted regardless of the nature of services required. Non-acceptance of GTC may be grounds for the rejection of proposal.
Criteria for the Assessment of Proposal	**Technical Proposal (70%) Maximum Obtainable Scores 70** ☒ Expertise of the Firm 20% ☒Methodology, Its Appropriateness to the Requirements and Timeliness of the TOR 30% ☒ Qualification of Personnel proposed for implementing required services 20% **Financial Proposal (30%) Maximum Obtainable Scores 30** To be computed as a ratio of the Proposal's offer to the lowest price among the proposals received by UNDP. The technical proposal is evaluated on the basis of its responsiveness to the Annex 1 Description of Requirements and Annex 3 Terms of Reference (TOR) and scoring is allocated in accordance with Annex 5. If the Offeror does not meet any of the minimum technical qualification criteria/requirements given in Annex 5, it will be given a score zero "0" and will be automatically disqualified and there is no more need for further evaluation of the disqualifying offeror.
UNDP will award the contract to:	☒ One and only one Service Provider
Annexes to this RFP	☒ Description of Requirements (Annex 1) ☒ Form for Submission of Proposal (Annex 2) ☒ Detailed TOR (Annex 3) ☒ General Terms and Conditions (Annex 4) ☒ Technical Proposal Evaluation Form (Annex 5)
Contact Person for Inquiries (Written inquiries only)	***Natia Lipartiani*** *Project Administrative Financial Assistant* **natia.lipartiani@undp.org** Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers.

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: Ivane Tsiklauri
UNDP Georgia, Project "Developing Climate Resilient Flood and Flash Flood Management Practices to Protect Vulnerable Communities of Georgia"

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 have:

1. *At least 2 years of working experience in the area of trainings and consultancy services (**min requirement**);*
2. *At least 1 year of working experience with International Organizations (**min requirement**);*
3. *Training/consultancy experience in environment and energy field will be an **asset**;*

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

a) Profile – describing the nature of business, field of expertise;
b) Business Licenses – Registration Papers, Tax Payment Certification (if applicable);
c) Detailed bank requisites;
d) Certificates and Accreditation (if any);
*e) Qualification Record(Track Record) – list of clients for similar services as those required by UNDP, indicating description of contract scope, contract duration, contract value, contact references (**min requirement**);*
*f) CVs of personnel involved in provision of required services with written confirmation from each involved that they are available for the entire duration of the contract (**min requirement**);*
*g) At least three (3) recommendation letters from previous client (**min requirement**);*

B. Proposed Methodology for the Completion of Services

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

C. **Qualifications of Key Personnel**

The Service Provider must provide:

a) Names and qualifications of the key personnel :

At a minimum:

*(1) One (1) Team Leader, responsible for overall management and monitoring of the service implementation process, including provision of progress reports – with minimum 3 years of experience in the field of management, technical expertise, reporting (**min requirement**); experience of working in the field of environment and energy is an **asset**;*

*(2) One (1) Training Expert, responsible for developing and elaborating training programme – with minimum 3 years of respective work experience, particularly in development and elaboration of training programme, curriculums, educational materials (**min requirement**); experience of working in the field of environment and energy is an **asset**;*

*(3) Three (3) Trainers, responsible for implementing and conducting trainings – with minimum 3 years of respective work experience, particularly in implementing and conducting trainings (**min requirement**); experience of working in the field of environment and energy is an **asset**;*

(4) Other team members if deemed appropriate by the service provider to fulfil requirement as spelled out in this RFP.

b) CVs demonstrating qualifications must be submitted;

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

D. **Cost Breakdown per Output***

	Output *[list them as referred to in the RFP]*	**Percentage of Total Price** *(Weight for payment)*	**Price** *(Lump Sum, All Inclusive)*
1	**Output 1** - Develop training programme aimed at local authorities of project target municipalities in community engagement and awareness raising approaches and practices • **Deliverable 1:** Developing a detailed Methodology of training programme including programme and logistical requirements. • **Deliverable 2:** Guidance document on community engagement for hydro meteorological risk management and a set of training manuals.	40%	
2	**Output 2 –** Implement training programme aimed at local authorities of project target municipalities in community engagement and awareness raising approaches and practices • **Deliverable 3:** Record of training delivered including list of attendees, feedback from participants; • **Deliverable 4:** Community engagement strategies for at least 1 community in each of the six target municipalities (i.e. at least 6 community engagement strategies); • **Deliverable 5:** Report on results of implementation of community engagement strategies in 1 community in each of 6 target municipalities;	60%	
	Total	**100%**	

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

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

Description of Activity	Remuneration cost per hour	No. of Personnel	Total Period of Engagement	Cost per service/ per item	Total Rate
I. Personnel Services					
Team Leader (1)					
Training Expert (1)					
Trainers (3)					
Other team member(s) (*if deemed appropriate by the service provider)*					
II. Out of Pocket Expenses					
1. Travel Costs					
2. Transportation					
3. Communications					
4. Equipment Lease					
5. Lunch (if applicable)					
6. Coffee break *(if applicable)*					
7. Other					
III. Other Related Costs					

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

Annex 3

Terms of Reference (TOR) for provision of Services in Training in Community Engagement and Awareness Raising

1.1 Introduction

Public awareness, participation and community support are essential components of sustainable management of climate-induced hydro meteorological risk such as floods, landslide and mudflows. Public participation, in addition to raising awareness of hydro meteorological risk, can also inform decisions and contribute to the successful implementation of actions.

Individuals, businesses and communities can play an important local role in hydro meteorological risk management once they have the capacity to take appropriate actions against these risks. These actions can play an important role in complementing and supporting the work undertaken by responsible local and central authorities.

At-risk communities represent the greatest potential source of local knowledge regarding hazardous conditions, and are the repositories of any traditional coping mechanisms suited to their individual environment. Local communities are the most aware of historical risk scenarios and should therefore have the chance to influence decisions and manage resources to help reduce their vulnerability and cope with risk.

A sustained programme of information sharing between knowledgeable residents and external specialists is essential. Capturing women's and other vulnerable groups' knowledge of local ecosystems, vulnerabilities and capacities is essential to fully characterizing hydro meteorological risk and implementing locally appropriate solutions.

An informed and sustained programme of public awareness (using a combination of prior experience and scientific knowledge) is essential to effectively engaging vulnerable communities in terms that relate to local reality.

The Rioni project has undertaken detailed hazard and risk modelling and has identified the different risk areas as well as likely damages and losses. Based on this detailed mapping, the project will now focus on building capacity with local authorities in engaging with all local communities to disseminate the hazard and risk information and to ensure their understanding of the definition of the risk they face, to gain any additional information not represented by the risk and hazard mapping and to ensure that they are involved in any future development of the solutions. Future adaptation solutions will focus on transferring best available technologies for local level risk management and community engagement and awareness raising will be the key to doing so.

A stakeholder analysis will need to be conducted using standard stakeholder analysis tools to ensure that all relevant players in the communities are involved in the project.

The community mobilization strategy will then need to be developed and will use decentralized structures to implement a participatory process using appropriate tools to raise awareness, disseminate risk information, capture relevant local knowledge and experience, current constraints and opportunities, and evolve a future vision for the targeted areas.

1.2 Purpose and Scope of the Service

The purpose of the Service required is to develop and implement a training programme aimed at local authorities of project target municipalities in Georgia (in total 6 municipalities), in awareness raising approaches and practices, to build their capacity in

5) Developing community engagement strategies for each of the stages of community involvement throughout the project.
6) Undertake community engagement exercises that will enable them to
    a. Raise awareness of climate-induced hydro meteorological hazards such as floods, landslides and mudflows
    b. Develop and disseminate community-specific risk and hazard information for each community
    c. Engage with communities in exercises that will capture relevant local knowledge and experience, current constraints and opportunities and understanding of their risks
    d. Develop and implement awareness raising campaigns which includes dissemination of risk information and identify a future vision for the targeted areas

7) The training should also include provision of guidance for the community engagement processes that should be use when engaging with the communities. It should also include a set of training manuals for future use in other communities and by other municipalities. It is expected that once, for the at-risk communities (and particularly communities where the project has had direct intervention), individual community engagement, mobilization and sensitization plans will be developed, using the guidance developed along with knowledge and experience of stakeholder engagement in Georgia at the community level. Individual community engagement plans, once developed, will be provided to the key stakeholders within the community for review and approval before implementation.
8) In collaboration with local authority staff, undertake the implementation of selected community engagement programmes in the target municipalities.

1.3 Guiding Principles

In engaging with the local communities affected by hydro meteorological hazards such as flooding (as with all other disasters) it is important to ensure that individuals within communities understand that they have a responsibility towards their own survival and not simply wait for the authorities to find and provide solutions. A meaningful link needs to be fostered between the development of risk management measures and the use of mechanisms that can translate these measures into sustained and flexible locally-based activities.

The following are some guiding principles that should be used in developing the training programme and in developing the community engagement and awareness raising strategy for at-risk communities:

- Local communities, civic groups, traditional structures and public services should be encouraged, empowered and financed (where possible) to assist in reducing vulnerability and strengthening local capacities.
- Existing community-based organizations, including women's organizations, should be reinforced to maximize their inputs and benefits
- Mechanisms for community participation in information sharing, decision-making and resource management to reduce risk should be strengthened in ways that include all community groups, and both women and men equally.
- The involvement and participation of people of all interests and capabilities should to be encouraged by creating inclusive discussion forums. In this way, people can evaluate, explain and discuss their own experiences and needs with scientists, politicians and other skilled people about what can be done to reduce risks.
- Externally determined interventions (e.g. by scientists, policy makers etc.) should be re-evaluated by local people to ensure they are compatible with their community needs.

In engaging local communities, it is also important to enhance local technical skills and coping capacities. The guiding principles for achieving this are:

- Transfer of expertise at local level should be enhanced, such as early warning procedures particularly suited to small-scale requirements (the project has developed a flood forecasting and early warning system which will be used to inform response at community level during a hazardous event).
- Transfer of local experiences and their application within various communities should be developed.
- Traditional knowledge or means of anticipating and managing risk factors should be recorded and as needed, taken into local consideration.

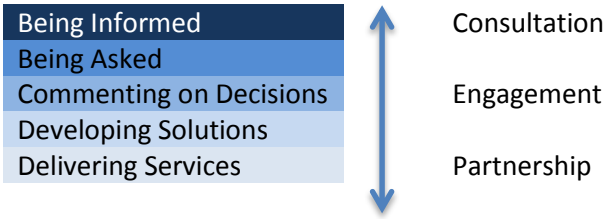
Ultimately, the success of flood and disaster risk reduction is an essential component of sustainable development for the Rioni basin, and both require the widespread participation of an informed and committed public.

1.4 Community Engagement

Definition of local community

Within the context of this project, the term 'community engagement' includes a wide range of contacts with members of a local community who are affected by flooding and landslides (or could be in the future) in their geographical area. For our purpose 'local community and citizen engagement' is distinctive from 'stakeholder involvement', which focuses on representatives of distinct groups and their involvement in decision-making processes. Community engagement methods could range from basic information giving, information gathering and consultation, to full deliberation with, and empowerment of, the local community. In the context of flood risk management, the central and municipal authorities with responsibility for flood risk management can initiate and lead local community engagement, or it can be a partner in a joint process, or it can provide expert input to the process. Since the purpose of the services required is to train local authorities, the service provided should focus on community engagement which will be undertaken by local authorities with the support of national authorities.

Several types of engagement are likely to be required. Community stakeholders should be able to participate in a variety of ways, and to different levels of influence, in identifying needs, generating solutions, planning new initiatives and service delivery as illustrated in the diagram below



It is expected that all stakeholders that fit into all of these categories will exist within the communities of the Rioni basin. The stakeholders can be classified based on the level of engagement as follows:

1.4.1 Consultation for FRM experience and information gathering – User/Beneficiary stakeholders

Engagement with this type of stakeholder is likely to include community surveys to help characterize the flood risk, to gather information on the socio-economic characteristics of the community, and to harness the community's experience of flooding and traditional ways of dealing with flooding. This type of engagement is likely to be intensive when information gathering is required, normally at the start of a project, but it would be important to ensure that there are opportunities to gather experience and information on risk in the long-term. Inclusivity is the key here, particularly to ensure that information and experience gathered, is representative of all groups within the community. Hence gender-appropriate methods and methods appropriate to all vulnerability groups will be required. Consultation for gathering risk management and coping strategies and experience and information from the communities should normally result in 'mapped' or charted information that has been prepared by the community (or in collaboration with the community) and which can be fed back to the community as part of the overall community risk assessment (alongside data/information derived from scientific, (e.g. modelling) methods. It would be important to use the community experience as a means of validating or proving modelled outputs which can also be provided to the communities to build 'trust' in the scientific analysis being conducted.

The stakeholder type is user/beneficiary and comprises of people and groups within the community who will be the net beneficiaries of the activities and funds of the engagement being developed. This is the most basic level of engagement and for the Rioni basin corresponds to all inhabitants currently at risk.

1.4.2 Involvement in decision making – Advisers/Contributor to management Stakeholders

This type of consultation will be required when developing intervention measures that affect the local communities. Here it will be important to ensure that the community is provided with the right information that links their flood risk to the proposed intervention measures (it would also be important to engage the community in the development of the interventions measures as much as possible, to ensure that they take ownership of the solutions (which would normally result in more effective embedding and up-take of the intervention measure). While it would be important to get consensus in decision making, it is unlikely that all individuals or groups could/should be actively involved in decision making (as this could make the process unmanageable), however representatives (such as local specialists/experts, community leaders, key interest groups) could be engaged to participate in the decision making process when developing community action plans.

The adviser stakeholder is comprised of members of the community who will act as advisers to the project and will be involved in consultations, working groups and evaluations which seek their guidance and feedback. Examples of this type of stakeholder include NGOs and CBOs, interest groups already working in the community with specialized knowledge of the communities. It also includes local authorities and their partners.

1.4.3 Community and voluntary groups mobilization – Deliver Stakeholders

Some types of intervention measures already implemented by the project and future intervention measures require action on the part of the communities (e.g. agro-forestry planting) to implement and maintain. In addition, communities can be influenced to undertake trees planting of their own to help reforestation within the catchment on a longer-term basis and as a preventative measures against future risks. The early warning system developed by the project will also require the communities to be aware and to take action during a flood. Local communities will therefore need to be trained in a number of intervention measures, including early warning and response actions, participation in agro-forestry planting and maintenance, involvement and uptake of risk financing schemes (such as flood insurance) and other types of intervention measures. It is likely that groups (voluntary or otherwise) already in operation in the community (such as NGOs, CBOs, community

leaders, business leaders etc.) could act as catalysts for the engagement of the rest of the community, or could provide direct inputs to the implementation of the intervention measures (e.g. local contractors hired to plant agro-forestry trees).The method of engaging individuals and groups for mobilization will require careful initial engagement in the preceding information gathering and decision making processes to ensure full 'buy-in' and may even require formalized partnership agreements. In addition, engagement for mobilization may require specialized capacity building and often 'incentivisation'.

The deliverers' stakeholder group belongs to this consultation type and comprises groups or individuals already engaged in similar activities on their own accord, or in partnership with the local authority. Importantly, it should include local bodies that will be able to implement intervention activities in the future. This would include NGOs and CBOs, local contractors etc. who might be employed from within the community, to implement some of the interventions.

1.4.4 Providing feedback on FRM proposals

Community engagement which solicits feedback from the community on any plans or proposals to implement FRM measures, should involve the wider community in a consultative manner to ensure that proposals are widely agreed upon. It is also important to solicit feedback as widely as possible to at least raise awareness of what is being proposed. All types of stakeholders will engaged in this type of consultation.

1.4.5 Training of local communities

Engagement for training of local communities may involve the identification of individuals or groups within the community who can in turn provide training to others or play a leading role in awareness raising, exercising, or taking action during a flood event. For example, flood wardens or champions can play a key role in helping their community to be prepared for flooding, acting as a link between the community and the responding organizations, and playing a vital role of a community's response before, during, and after a flood.

As part of the training, the flood warden or champion should be given an inside perspective into the local and national responsible authorities and its partners as well as flood warning and informing arrangements, emergency planning structures, and response arrangements.

Training of individuals or groups within the community would help to give them more resilience, support and self-governance and would make the communities more aware of the vulnerable situation they are in and to fully prepare them for a flood incident by helping them to develop a flood warden/champion network.

An alternative or complementary approach would be to provide training of trainers (ToT) from within the community, whose responsibility it would be to cascade training in an organized manner down through the community.

1.5 Stakeholder engagement key considerations

Given the diversity of stakeholder and consultation types described above, it will be essential to utilize a range of mechanisms of engagement to facilitate the widest possible participation from these interests. Local community development networks and support organizations should be involved in identifying community stakeholders, their particular interests and needs and how best to engage with them. Issues to consider include:

- What impact does flooding currently have on these stakeholder interests?
- Who represents these interest groups?
- Are there existing community networks or forms of communication?
- Are there gaps in information which could be filled through local knowledge?
- What equality issues are likely to be relevant and what is the relevant Equality legislation.

1.5.1 Inclusiveness: Identifying and overcoming barriers to engagement

The community engagement process will need to recognize diversity, identify any potential barriers and minimize barriers where possible.

The following are potential barriers to inclusiveness will need to be overcome:

1.5.2 Stage of the engagement process

It is important to consider each stage of the engagement process how each stage or event contributes to the aims of the overall engagement. Different forms of communication, information and engagement methods will be more appropriate depending on the stage of the engagement process.

1.5.3 Communications

Communication materials should be jargon free and available in Georgian language; available in accessible formats. If there is a strong oral tradition in some communities, events where individuals can discuss the issues first hand are invaluable. In order to maximize levels of participation communication materials should use clear examples or case studies from different individuals and sections of society. Use existing community networks and forms of communication to publicize events and identify opportunities to align or hold combined events for greater impact. A communication plan will need to be developed as part of each community engagement plan.

1.5.4 Resources

The following types of resources will be required for most forms of engagement:
Input by staff, volunteers and other interested stakeholders;

- Background information or briefing papers on the issue(s) or plan proposals;
- Independent facilitation;
- Communication and promotion, venue hire, transport, childcare, translation;
- Printing and circulating a report on the output of the process and for provision of feedback;
- Resourcing local Community and Voluntary groups to (for example and where appropriate) support people in understanding and responding to information and proposals; commission research; convene meetings; prepare papers, reports or proposals.

1.5.5 Timely feedback and next steps

Participants in any one stage of engagement should be informed of or offered the opportunity to shape the next stages of the overall engagement process. In particular information will be required on:

- How and when feedback will be provided;
- Other elements or strands of the engagement process;
- How and when decisions will be taken;
- Further opportunities for engagement; and
- Whether community/voluntary groups can be involved at the implementation stage.

This will help to reinforce participation and encourage stakeholders to continue to be active as the engagement evolves. It is also important to communicate during feedback on how stakeholder input has influenced, contributed to or improved the overall engagement outcomes.

1.5.6 Flexibility within the Process

The consultation process will need to be flexible as stakeholders may challenge the purpose of the process, question the scope of the objectives or the methodology or require more information or time. The overriding consideration should be retaining and developing meaningful engagement with stakeholders.

1.5.7 Evaluation

The engagement process should be evaluated on both an ongoing basis and post-completion to provide valuable feedback for example, on the best methods for engaging with groups in a particular area or the most appropriate times or venues. These findings will inform future engagement processes.

1.6 Approach

1.6.1 Tasks and responsibilities for Service Required

1) Task 1 - Based on the above considerations, the service provider will develop an appropriate training programme which will enable local authorities to undertake community engagement of all kinds and for all purposes in the future related to climate-induced hydro meteorological hazards. The following methods of community engagement should be considered.

- Art and Creativity
- Community Mapping
- 3D Modelling and visualization
- Public Meetings
- Workshops and Focus Groups
- Forums
- Web-based Engagement
- Visioning
- Roundtable/Consensus Building
- Citizens' Panels
- Public displays or Street Stalls
- Community Surveys

Output 1 - Develop training programme aimed at local authorities of project target municipalities in community engagement and awareness raising approaches and practices

Deliverable1: developing a detailed Methodology of training programme including programme and logistical requirements.

2) Task 2 - Deliver training to local authorities in 6 target municipalities. It is envisaged that this phase of training can be rolled out to local authorities and groups or via a single workshop. A 1-day workshop is envisaged.

Deliverable2: Guidance document on community engagement for hydro meteorological risk management and a set of training manuals.

Output 2 - Implementing/conducting training programme at local authorities of project target municipalities in community engagement and awareness raising approaches and practices

Deliverable3: Record of training delivered including list of attendees, feedback from participants

3) Task 3 - Work with local authorities in the 6 target municipalities to develop a long-term community engagement strategy for the highest risk communities in their municipalities. This should include, development of
    a. Awareness raising campaigns for climate-induced hydro meteorological hazards such as floods, landslides and mudflows
    b. Development and dissemination of community-specific risk and hazard information for each community. This will be based on hazard and risk information developed by the project. The service provider will work with project experts to identify what information is needed and what format should be used for dissemination to communities
    c. Community engagement plan for the long-term capture of relevant local knowledge and experience, current constraints and opportunities and understanding of their risks. Methods used should include gender mainstreaming methods of community engagement.

Deliverable4: Community engagement strategies for at least 1 community in each of the six target municipalities (i.e. at least 6 community engagement strategies)

4) Task 4 – Work with local authorities to undertake community engagement exercises to implement their community engagement strategies:
    a. Raise awareness of climate-induced hydro meteorological hazards such as floods, landslides and mudflows in 6 communities
    b. Develop and disseminate community-specific risk and hazard information for each community
    c. Engage with communities in exercises that will capture relevant local knowledge and experience, current constraints and opportunities and understanding of their risks.
    d. Map gender-disaggregated risks using gender disaggregated methods
    e. Develop and implement awareness raising campaigns which includes dissemination of risk information and identify a future vision for the targeted areas

Deliverable 5: Report on results of implementation of community engagement strategies in 1 community in each of 6 target municipalities.

5) Task 5 – Develop guidance for the community engagement processes for hydro meteorological risk management.

In total up to 150 persons in 6 municipalities (up to 25 persons in each municipality) should be trained. Training material to be provided and reviewed by UNDP ahead of training. Logistical requirement includes preparation of training venue and provision of transportation, lunch and/or coffee/breaks for participants (if applicable);

1.7 Duration of Work/Services:

Expected duration of the required services is four (4) month period after signing the contract. Detailed programme of activities and implementation plan should be provided by service provider.

Timeframes per output is as follows:

Provision of **Output 1** – Develop training programme aimed at local authorities of project target municipalities in community engagement and awareness raising approaches and practices – **no later than 8th weeks after signing the contract**;

Provision of **Output 2** – Implementing/conducting training programme at local authorities of project target municipalities in community engagement and awareness raising approaches and practices – **from 8th week to 4 months after signing contract.**

1.8 Qualification and Experience:

1. At least 2 years of working experience in the area of trainings and consultancy services (**min requirement**);
2. At least 1 year of working experience with International Organizations (**min requirement**);
3. Training/consultancy experience in environment and energy field (**asset**);

Qualified and experienced team consisting of at minimum:

- one (1) Team Leader – responsible for overall management and monitoring of the service implementation process, including provision of progress reports – with minimum 3 years of experience in the field of management, technical expertise, reporting (**min requirement**); experience of working in the field of environment and energy is an **asset**;
- one (1) Training Expert – responsible for developing and elaborating training programme – with minimum 3 years of respective work experience, particularly in development and elaboration of training programme, curriculums, educational materials (**min requirement**); experience of working in the field of environment and energy is an **asset**;
- three (3) Trainers – responsible for implementing and conducting trainings – with minimum 3 years of respective work experience, particularly in implementing and conducting trainings (**min requirement**); experience of working in the field of environment and energy is an **asset**;

Other team members if deemed appropriate by the service provider to fulfil requirement as spelled out in this RFP.

1.9 Documents to be submitted:

1. Profile – describing the nature of business, field of expertise;
2. Business Licenses – Registration Papers, Tax Payment Certification (if applicable);
3. Detailed bank requisites;
4. Certificates and Accreditation (if any);
5. Qualification Record(Track Record) – list of clients for similar services as those required by UNDP, indicating description of contract scope, contract duration, contract value, contact references (**min requirement**);
6. CVs of personnel involved in provision of required services with written confirmation from each involved that they are available for the entire duration of the contract (**min requirement**);
7. At least three (3) recommendation letters from previous client (**min requirement**).

1.10 Evaluation method

Technical Proposal (70%) Maximum Obtainable Scores 70

- Expertise of the Firm 20%
- Methodology, Its Appropriateness to the Requirement and Timeliness of the TOR 30%
- Qualification of Personnel proposed for implementing required services 20%

Financial Proposal (30%) Maximum Obtainable Scores 30

- To be computed as a ratio of the Proposal's offer to the lowest price among the proposals received by UNDP.

The technical proposal is evaluated on the basis of its responsiveness to the **Annex 1 Description of Requirements** and **Annex 3 Terms of Reference (TOR)** and scoring is allocated in accordance with **Annex 5 Technical Proposal Evaluation Form**. If the Offeror does not meet any of the minimum technical qualification criteria/requirements given in Annex 5, it will be given a score zero "0" and will be automatically disqualified and there is no more need for further evaluation of the disqualifying offeror.

Annex 4

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.

Annex 5

Technical Proposal	70%	Max Points Obtainable
1. Expertise of the Firm	**20.00%**	**20.00**
At least 2 years of working experience in the area of trainings and consultancy services	**10%**	**10**
2 year of experience – **min. requirement**	8%	8
More than 2 years	10%	10
At least 1 year of working experience with International Organizations	**5%**	**5**
1 year – **min. requirement**	3%	3
More than 1 year	5%	5
Training/consultancy experience in environment and energy field (**asset**)	**5%**	**5**
No experience	2%	2
Experience	5%	5
2. Methodology, Its Appropriateness to the Requirements and Timeliness of the TOR	**30.00%**	**30.00**
To what degree does the Proposer understand the task?	**10%**	**10**
Fair understanding of the task – **min. requirement**	8%	8
Full understanding of the task	10%	10
Is the scope of task well defined and does it correspond to the TOR?	**10%**	**10**
Fairly corresponds – **min. requirement**	8%	8
Fully corresponds	10%	10
Is the conceptual framework adopted appropriate for the task?	**10%**	**10**
Fairly appropriate – **min. requirement**	8%	8
Completely appropriate	10%	10
3. Management Structure and Qualification of Personnel Proposed	**20.00%**	**20.00**
One (1) Team Leader – with minimum 3 years of experience in the field of management, technical expertise, reporting (**min requirement**)	3%	3
experience of working in the field of environment and energy (**asset**)	5%	5
One (1) Training Expert, responsible for developing and elaborating training programme – with minimum 3 years of respective work experience, particularly in development and elaboration of training programme, curriculums, educational materials (**min requirement**);	3%	3
experience of working in the field of environment and energy (**asset**)	5%	5
Three (3) Trainers, responsible for implementing and conducting trainings – with minimum 3 years of respective work experience, particularly in implementing and conducting trainings (**min requirement**);	5%	5
experience of working in the field of environment and energy (**asset)**	7%	7
The other professional team if deemed appropriate by the contractor to fulfill the requirements as spelled out in this RFP	**3%**	**3**
No other professional team	1%	1
Other professional team (please specify)	3%	3
Maximum Total Technical	**70.00%**	**70.00**
Minimum Technical points needed	**49.00%**	**49.00**
Financial Proposal	**30.00%**	**30.00**
Budget Proposals (To be computed as a ratio of the Proposal's Offer to the lowest price among the proposals received by UNDP)	30%	30
Maximum Total Financial	**30.00%**	**30.00**
Total:	**100%**	**100**