

REQUEST FOR PROPOSAL (RFP)
(For Low-Valued Services)

NAME & ADDRESS OF FIRM	DATE: June 6, 2016
	REFERENCE: UN JP Human Rights for All – Support to the Implementation and Monitoring of the National Human Rights Strategy and Action Plan (00089232) JP “Enhancing Access to Justice and Development of a Child-friendly Justice System in Georgia” - #00079698

Dear Sir / Madam:

We kindly request you to submit your Proposal for **Survey on Awareness and Perceptions in the field of Protection of Human Rights and Access to Justice in Georgia Survey on Awareness and Perceptions in the field of Protection of Human Rights and Access to Justice in Georgia**.

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

Proposals may be submitted on or before **Monday, June 27, 2016 6:00 PM** and courier mail o to the address below:

9, Eristavi Street, Tbilisi, Georgia - UN House 1st floor
United Nations Development Programme

Quotations must be submitted **signed, stamped** in **sealed envelopes**.

Your Proposal must be expressed in **English**, and valid for a minimum period of **60 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, 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/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,



Nino Chichinadze

Admin-Finance Associate

6/3/2016

Description of Requirements

Context of the Requirement	<p>Human Rights Protection and Access to Justice Programme (further - the Programme) is implementing two EU/UN joint projects - “Human Rights for All – Support to the Implementation and Monitoring of the National Human Rights Strategy and Action Plan” and “Enhancing Access to Justice and Development of a Child Friendly Justice System in Georgia”.</p> <p>The project “EU/UN Human Rights for All” is a joint initiative of four UN agencies – United Nations Development Programme (UNDP), United Nations Children Fund (UNICEF), Office of High Commissioner on Human Rights (OHCHR) and International Labour Organization (ILO) with UNDP. This project is funded by the European Union based on the Financing Agreement on “Human Rights for All ” signed between Georgia and the European Union in May 2015.</p> <p>Enhancing Access to Justice and Development of a Child-friendly Justice System in Georgia is a Joint Programme of two UN agencies in Georgia: United Nations Children Fund (UNICEF) and United Nations Development Programme (UNDP), with UNICEF serving as an Administrative Agent. This project is funded by the European Union based on the Financing Agreement on "Support to the Justice Sector Reform in Georgia" signed between Georgia and the European Union in May 2015. Detailed information on the project is given in TOR – Annex 4</p>
Brief Description of the Required Services	Survey on Awareness and Perceptions in the field of Protection of Human Rights and Access to Justice in Georgia – detailed description in TOR – Annex 4
List and Description of Expected Outputs to be Delivered	<ol style="list-style-type: none"> 1. Survey instruments that are to be submitted to the UNDP (month 1.5): <ol style="list-style-type: none"> 1.1. Finalised questionnaires adapted to after piloting and consultations with the UNDP. 1.2. Samples frame - outline of the sampling design showing its regional breakdown and attributes (age, place of residence, social status and others.) 2. Technical Report compliant with the requirements as detailed above (month 3); 3. Database of the survey data processed by means of the relevant software (SPSS and/or STATA) (month 4). 4. Draft and Final survey report containing interpretation of quantitative survey data and graphical presentations (charts, tables and others as necessary per consultations with UNDP) of the data in Georgian and in English languages. (month 5)
Person to Supervise the Work/Performance of the Service Provider	<i>Coordinator of Human Rights Protection and Access To Justice Programme</i>
Frequency of Reporting	<p>Midterm and final reports:</p> <p><i>Midterm report should be submitted within 2 weeks after completion of Output 1. UNDP will provide comments on the report, if any or approve it within 2 weeks upon submission.</i></p> <p><i>Final report shall be submitted within a month upon completion of all activities/deliverables under the contract.</i></p> <p><i>UNDP will provide comments on the report, if any or approve it within 1 month upon submission.</i></p>
Progress Reporting Requirements	The reports should indicate progress of the services assigned in the contract and final report should indicate deliverables of the contract.
Location of work	<input checked="" type="checkbox"/> At Contractor's Location – Tbilisi, Georgia
Expected duration of work	5 months
Target start date	No later than 15 July 2016
Latest completion date	Contract duration – 5 months
Implementation Schedule indicating breakdown and timing of activities/sub-activities	<input checked="" type="checkbox"/> Required if the Proposer proposes implementation schedule other than in TOR
Names and curriculum vitae of individuals who will be involved in completing the services	<p><input checked="" type="checkbox"/> Required (CV's of the responsible persons)</p> <p><i>For further details, please refer to detailed Terms of Reference (Annex 4)</i></p>

Currency of Proposal	<input checked="" type="checkbox"/> United States Dollars (USD) (Payment to local companies will be made in GEL according the UN Official rate of exchange at the date of payment)			
Value Added Tax on Price Proposal	<input checked="" type="checkbox"/> must be exclusive of VAT			
Validity Period of Proposals (<i>Counting for the last day of submission of quotes</i>)	<input checked="" type="checkbox"/> 60 days In exceptional circumstances, UNDP may request the Proposer to extend the validity of the Proposal beyond what has been initially indicated in this RFP. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Proposal.			
Partial Quotes	<input checked="" type="checkbox"/> Not permitted			
Payment Terms	Outputs	Percentage	Timing	Condition for Payment Release Within thirty (30) days from the date of meeting the following conditions: a) Midterm and/or final report is submitted b) UNDP's written acceptance (i.e., not mere receipt) of the quality of the outputs; and c) Receipt of invoice from the Service Provider.
	Survey instruments	10 % of contract price	month 1.5	
	Technical Report	30% of the contract price	Month 3	
	Database of the survey data	20% of the contract price	Month 4	
	Final survey report	40% of the contract price	Month 5	
Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment	<i>Democratic Governance Team Leader (UNDP) and Programme Coordinator (UNDP)Democratic Governance Team Leader (UNDP) and Programme Coordinator (UNDP)</i>			
Type of Contract to be Signed	<input checked="" type="checkbox"/> Contract for Professional Services			
Criteria for Contract Award	<input checked="" type="checkbox"/> Highest Combined Score (based on the 70% technical offer and 30% price weight distribution) <input checked="" type="checkbox"/> Full acceptance of the UNDP Contract General Terms and Conditions (GTC). This is a mandatory 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%) <input checked="" type="checkbox"/> Expertise of the Firm 25 % <input checked="" type="checkbox"/> Methodology, its Appropriateness to the Condition and Timeliness of the Implementation Plan 20 % <input checked="" type="checkbox"/> Management Structure and Qualification of Key Personnel 25% Financial Proposal (30%) To be computed as a ratio of the Proposal's offer to the lowest price among the proposals received by UNDP. <i>For further details, please refer to Technical Proposal Evaluation Form (Annex 5)</i> The technical proposal is evaluated on the basis of its responsiveness to the Term of Reference (TOR) and scoring is allocated in accordance with the Annex V. If the offeror does not meet any of the minimum technical qualification criteria/requirements given in Annex V, it will be given score zero and will be automatically disqualified and there is no more need for further evaluation of the disqualifying offeror.			
UNDP will award the contract to:	<input checked="" type="checkbox"/> One and only one Service Provider			
Annexes to this RFP	<input checked="" type="checkbox"/> FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL (Annex 2) <input checked="" type="checkbox"/> General Terms and Conditions for Services (Annex 3) <input checked="" type="checkbox"/> Detailed TOR (Annex 4) <input checked="" type="checkbox"/> Technical Proposal Evaluation Form (Annex 5)			

Contact Person for Inquiries (Written inquiries only)	<p><i>Nino Chichinadze</i> <i>Programme Admin/Finance Associate</i> <i>nino.chichinadze@undp.org</i></p> <p>Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers.</p> <p><i>This contact person and address is officially designated by UNDP. If inquiries are sent to other person/s or address/es, even if they are UNDP staff, UNDP shall have no obligation to respond nor can UNDP confirm that the query was received.</i></p>
Other Information <i>[pls. specify]</i>	

FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL¹**(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery²)**

TbilisiTbilisi

[insert: Date]

To: Rusudan Tushuri, Coordinator of Human Rights Protection and Access to Justice Programme
 Coordinator of Human Rights Protection and Access to Justice Programme

9 Eristavi Street (UN House)

Tbilisi 0179

Dear Sir/Madam:

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

A. Qualifications of the Service Provider

The Service Provider must have:	
1.	Experience of conducting of a face-to-face and telephone interview based country-wide surveys: <ul style="list-style-type: none"> - at least 7 years' experience in the area of polling and surveys; (minimum requirement) - experience in conducting of at least 5 projects of similar size country-wide surveys; (minimum requirement) - experience in conducting survey(s) on awareness and perceptions of justice, human rights, legal empowerment or a related topic would be considered a considerable asset.
2.	Institutional capacity of conducting face-to-face interview based country wide surveys and use of survey data processing software (primarily SPSS and/or STATA software); (minimum requirement)
3.	Experience in implementing at least 3 surveys, financed by bilateral donor and/or international organizations. (minimum requirement)
4.	Having at least 3 letters of recommendation from previous contract providers. (minimum requirement)
5.	Having reference from an international organization 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 the following:	
1.	Profile – describing the nature of business, field of expertise;
2.	Business Licenses – Tax Payment Certification, etc.
3.	Letter certifying that no debt towards budget exists
4.	An extract from the Entrepreneurial Register;
5.	A letter from Bank on financial turnover during the last 2 years;
6.	Detailed Bank Requisites;
7.	Company 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 (Proven knowledge of the target area will be an asset);
8.	CVs demonstrating qualifications of personnel;
9.	Written confirmation from each personnel that they are available for the entire duration of the contract

A. Proposed Methodology for the Completion of Services

<p><i>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.</i></p>

B. Qualifications of Key Personnel

Service Provider must provide:

a) Names and qualifications of the key personnel:

¹ This serves as a guide to the Service Provider in preparing the Proposal.

² Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

At a minimum:

(1) Project Coordinator – with at least 5 years of experience of management and coordination of survey projects;

(minimum requirement);

(2) Key expert - with at least 5 years of working experience in the field of Human Rights **(minimum requirement);**

(3) key expert – with at least 5 years of working experience in the field of access to justice **(minimum requirement);**

(4) 2 Key experts with at least 3 years of experience in sampling and questionnaire design **(minimum requirement);**

(5) Key Expert with at least 5 years of experience in statistical analysis of data **(minimum requirement);**

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

b) CVs demonstrating qualifications must be submitted;

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

C. Cost Breakdown per Deliverable*

No	Deliverables [list them as referred to in the RFP]	Percentage of Total Price (Weight for payment)	Price (Lump Sum, All Inclusive)
1	Deliverable 1 Survey instruments	10%	
2	Deliverable 2 Technical Report	30%	
3	Deliverable 3 Database of the survey data	20%	
4	Deliverable 4 Final survey report	40%	

*This shall be the basis of the payment tranches

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

Description of Activity	Remuneration per Unit of Time	Total Period of Engagement	No. of Personnel	Total Rate
I. Personnel Services				
1. Project Coordinator				
2. Key expert 1				
3. Key expert 2				
4. Key expert 3				
5. Key expert 4				
6. Key expert 5				
7.				
8.				
II. Out of Pocket Expenses				
1. Travel Costs if applicable				
2. Communications				
3. Other				
III. Other Related Costs				

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

[Designation] [Date]

General Terms and Conditions for Services**1.0 LEGAL STATUS:**

The Contractor shall be considered as having the legal status of an independent contractor vis-à-vis the United Nations Development Programme (UNDP). The Contractor's personnel and sub-contractors shall not be considered in any respect as being the employees or agents of UNDP or the United Nations.

2.0 SOURCE OF INSTRUCTIONS:

The Contractor shall neither seek nor accept instructions from any authority external to UNDP in connection with the performance of its services under this Contract. The Contractor shall refrain from any action that may adversely affect UNDP or the United Nations and shall fulfill its commitments with the fullest regard to the interests of UNDP.

3.0 CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES:

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

4.0 ASSIGNMENT:

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

5.0 SUB-CONTRACTING:

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

6.0 OFFICIALS NOT TO BENEFIT:

The Contractor warrants that no official of UNDP or the United Nations has received or will be offered by the Contractor any direct or indirect benefit arising from this Contract or the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of this Contract.

7.0 INDEMNIFICATION:

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

8.0 INSURANCE AND LIABILITIES TO THIRD PARTIES:

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

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

8.3 The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection

with the provision of services under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.

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

8.4.1 Name UNDP as additional insured;

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

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

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

9.0 ENCUMBRANCES/LIENS:

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

10.0 TITLE TO EQUIPMENT:

Title to any equipment and supplies that may be furnished by UNDP shall rest with UNDP and any such equipment shall be returned to UNDP at the conclusion of this Contract or when no longer needed by the Contractor. Such equipment, when returned to UNDP, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear. The Contractor shall be liable to compensate UNDP for equipment determined to be damaged or degraded beyond normal wear and tear.

11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

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

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

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

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

12.0 USE OF NAME, EMBLEM OR OFFICIAL SEAL OF UNDP OR THE UNITED NATIONS:

The Contractor shall not advertise or otherwise make public the fact that it is a Contractor with UNDP, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of UNDP or THE United Nations, or any abbreviation of the name of UNDP or United Nations in connection with its business or otherwise.

13.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:

Information and data that is considered proprietary by either Party and that is delivered or disclosed by one Party ("Discloser") to the other Party ("Recipient") during the course of performance of the Contract, and that is

designated as confidential ("Information"), shall be held in confidence by that Party and shall be handled as follows:

13.1 The recipient ("Recipient") of such information shall:

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

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

13.2 Provided that the Recipient has a written agreement with the following persons or entities requiring them to treat the Information confidential in accordance with the Contract and this Article 13, the Recipient may disclose Information to:

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

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

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

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

13.2.2.3 for the UNDP, an affiliated Fund such as UNCDF, UNIFEM and UNV.

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

13.4 The UNDP may disclose Information to the extent as required pursuant to the Charter of the UN, resolutions or regulations of the General Assembly, or rules promulgated by the Secretary-General.

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

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

14.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

14.1 In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to the UNDP, of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify the UNDP of any other changes in conditions or the occurrence of any event that interferes or threatens to interfere with its performance of this Contract. On receipt of the notice required under this Article, the UNDP shall take such action as, in its sole discretion; it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract.

14.2 If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, the UNDP shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 15, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.

14.3 Force majeure as used in this Article means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force.

14.4 The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in or for any areas in which the UNDP is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delays or failure to perform such

obligations arising from or relating to harsh conditions within such areas or to any incidents of civil unrest occurring in such areas shall not, in and of itself, constitute force majeure under the Contract..

15.0 TERMINATION

15.1 Either party may terminate this Contract for cause, in whole or in part, upon thirty (30) days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16.2 ("Arbitration"), below, shall not be deemed a termination of this Contract.

15.2 UNDP reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case UNDP shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.

15.3 In the event of any termination by UNDP under this Article, no payment shall be due from UNDP to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract.

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

16.0 SETTLEMENT OF DISPUTES

16.1 Amicable Settlement: The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of this Contract or the breach, termination or invalidity thereof. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the parties.

16.2 Arbitration: Any dispute, controversy, or claim between the Parties arising out of the Contract or the breach, termination, or invalidity thereof, unless settled amicably under Article 16.1, above, within sixty (60) days after receipt by one Party of the other Party's written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. For all evidentiary questions, the arbitral tribunal shall be guided by the Supplementary Rules Governing the Presentation and Reception of Evidence in International Commercial Arbitration of the International Bar Association, 28 May 1983 edition. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Contract, order the termination of the Contract, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Contract, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 ("Interim Measures of Protection") and Article 32 ("Form and Effect of the Award") of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Contract, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate ("LIBOR") then prevailing, and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.

17.0 PRIVILEGES AND IMMUNITIES:

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

18.0 TAX EXEMPTION

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

18.2 Accordingly, the Contractor authorizes UNDP to deduct from the Contractor's invoice any amount representing such taxes, duties or charges, unless the Contractor has consulted with the UNDP before the payment thereof and the UNDP has, in each instance, specifically authorized the Contractor to pay such taxes,

duties or charges under protest. In that event, the Contractor shall provide the UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

19.0 CHILD LABOUR

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

19.2 Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, at no cost to UNDP.

20.0 MINES:

20.1 The Contractor represents and warrants that neither it nor any of its suppliers is actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.

20.2 Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind of UNDP.

21.0 OBSERVANCE OF THE LAW:

The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the terms of this Contract.

22.0 SEXUAL EXPLOITATION:

22.1 The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all appropriate measures to prohibit its employees or other persons engaged by it from, exchanging any money, goods, services, offers of employment or other things of value, for sexual favors or activities, or from engaging in any sexual activities that are exploitive or degrading to any person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle UNDP to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

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

23.0 AUTHORITY TO MODIFY:

Pursuant to the Financial Regulations and Rules of UNDP, only the UNDP Authorized Official possesses the authority to agree on behalf of UNDP to any modification of or change in this Contract, to a waiver of any of its provisions or to any additional contractual relationship of any kind with the Contractor. Accordingly, no modification or change in this Contract shall be valid and enforceable against UNDP unless provided by an amendment to this Contract signed by the Contractor and jointly by the UNDP Authorized Official.

TERMS OF REFERENCE**Survey on Awareness and Perceptions in the field of Protection of Human Rights and Access to Justice in Georgia**

Projects:	JP "Human Rights for All – Support to the Implementation and Monitoring of the National Human Rights Strategy and Action Plan" - #00079698 JP "Enhancing Access to Justice and Development of a Child-friendly Justice System in Georgia" - #00079698
Proposal Title:	Survey on Awareness and Perceptions in the field of Protection of Human Rights and Access to Justice in Georgia
Duty Station:	Tbilisi, Georgia
Expected Starting Date:	Friday 15 July, 2016
Duration of Contract:	5 months

1. BACKGROUND

Human Rights Protection and Access to Justice Programme (further - the Programme) is implementing two EU/UN joint projects - **"Human Rights for All – Support to the Implementation and Monitoring of the National Human Rights Strategy and Action Plan"** and **"Enhancing Access to Justice and Development of a Child Friendly Justice System in Georgia"**.

The project "EU/UN Human Rights for All" is a joint initiative of four UN agencies – United Nations Development Programme (UNDP), United Nations Children Fund (UNICEF), Office of High Commissioner on Human Rights (OHCHR) and International Labour Organization (ILO) with UNDP. This project is funded by the European Union based on the Financing Agreement on "Human Rights for All" signed between Georgia and the European Union in May 2015.

The overall objective of this project is to enhance capacities of government institutions and Parliamentary Committees on Human Rights and Civil Integration and on Legal Issues and improve mechanisms for better protection of human rights in Georgia.

The specific objective is to enhance capacity for more effective government institutions, mechanisms and Parliamentary Committees (on Human Rights and Civil Integration and on Legal Issues) in implementing the National Human Rights Strategy (NHRS) and its Action Plan (AP), in areas prioritised by the EU-Georgia agreements.

This Joint Project (JP) will have the following results/outputs:

1. Developed capacities of the NHRSAP Inter-Agency Council and its Secretariat in policy making, implementation and monitoring of the NHRS and AP;
2. Increased public awareness on NHRSAP (including its implementation) and Georgia-European Union (EU) common values as well as promotion of a culture of human rights in Georgia in general;
3. Strengthened capacities of the Office of the Personal Data Protection Inspector to monitor protection of personal data;
4. Establishment and effective functioning of labour administration and industrial relations institutions and procedures;
5. Developed capacities of governmental stakeholders regarding the advancement of childcare and protection systems of poorest children;
6. Strengthened capacities of the Parliamentary Committees on Human Rights and Civil Integration and on Legal Issues;
7. More effective investigation mechanisms on violations committed by law-enforcement officers.

The Programme is responsible for the implementation of #1, 2, 3, 6 and 7 results/outputs.

To accomplish the above activities, the project will partner with the following institutions: NHRSAP Inter-Agency Council and its secretariat, the Personal Data Protection Inspector, government institutions on labour and child care, Public Defender (Ombudsperson), the Parliamentary Committees on Human Rights and Civil Integration and on Legal Issues, and the Judiciary through the High School of Justice and law-enforcement authorities, as well as high education institutions and media.

Enhancing Access to Justice and Development of a Child-friendly Justice System in Georgia is a Joint Programme of two UN agencies in Georgia: United Nations Children Fund (UNICEF) and United Nations Development Programme (UNDP), with UNICEF serving as an Administrative Agent. This project is funded by the European Union based on the Financing Agreement on "Support to the Justice Sector Reform in Georgia" signed between Georgia and the European Union in May 2015.

The overall objective of this project is to enhance capacities of judiciary and government institutions and representatives of legal profession to promote access to justice for all and to establish a coherent and child-friendly justice system for children in Georgia.

Specific objectives of this project are to:

1. Support access to justice through promoting more independent and effective legal profession, legal aid system and greater application of alternative dispute resolution mechanisms (ADRs);
2. Promote and support the establishment of an effective system of justice for children by dedicated regulatory framework and implementation mechanisms.

The Programme is responsible for the implementation of Specific Objective 1.

To accomplish the above activities, the project will partner with the following institutions: Ministry of Justice of Georgia (MoJ), Ministry of Corrections (MoC), Ministry of Education and Science of Georgia (MoES), Ministry of Internal Affairs (MoIA), High Council of Justice (HCoJ), Chief Prosecutor's Office, Ministry of Labour, Health and Social Assistance/Social Service agency (MoLHSA/SSA), Training Centre of Justice (TCJ), High School of Justice (HSoJ), Police Academy; Penitentiary and Probation Training Centre (PPTC); Probation Agency; Criminal Justice System Reform Inter-agency Council and notably its Juvenile Justice Working Group, Legal Aid Service (LAS), Georgian Bar Association (GBA), National Statistics Office of Georgia (Geostat) and the judiciary, Ministry of Sports and Youth Affairs,. The project will work closely with professional associations and unions, Georgian International Arbitration Centre (GIAC), Associations of Arbitrators and Mediators, high education institutions and other relevant professional organizations.

Public information and engagement with civil society will receive due attention throughout all components of the projects. Special attention shall be paid to awareness raising activities for right-holders, as well as relevant stakeholders and general public.

In recent years UNDP has provided a considerable assistance to Georgia as it has sought to reform and enhance the provision of justice and protection of human rights in a manner consistent with international standards. This support has focused particularly on assessing and strengthening the capacity of institutions so that they can better fulfil their discrete but inter-related roles in the justice system and give effect to the extensive legal reforms that have been adopted with an aim of human rights protection. The key institutions supported have been Ministry of Justice, Ministry of Corrections, Legal Aid Service (LAS) and the Public Defender's Office among others. The capacity of these institutions has been considerably strengthened through the provision of respective infrastructure (both physical and organisational) and training and roundtables (especially on human rights, the civil and criminal procedure codes and communication skills). In addition, confidence-building in these institutions has been facilitated through giving them assistance to increase public awareness about their work and the changes that they have been implementing. The latter efforts have also been complemented through the provision of training for journalists on human rights and the functions of courts so that they are better able to promote public understanding of individual rights and the justice system.

The outcome of the support has generally been positive in implementing the reforms and more specifically in promoting access to justice, protection of Human Rights and in improving public confidence in the justice system. However, assessments of individual projects have also revealed that some considerable difficulties still remain in actually securing access to justice and protection of human rights, especially for the more vulnerable and marginalised, which are less to do with institutional reform than the ability to have recourse to the justice system and which have yet to be sufficiently addressed.

It is noteworthy that during last years the Government of Georgia implemented a number of reforms aimed at better protection of human rights and introduced new policy documents and regulations with that end. Adoption of National Human Rights Strategy 2014-2020 (NHRS) and its action plans (2014-2015, 2016-2017) was a milestone for the policy level regulation of human rights protection. The baseline of the NHRS was a report "Georgia in Transition" by Thomas Hammarberg developed in 2012. However, no survey was conducted since the adoption of NHRS to identify the public attitude on the human rights protection in the country.

Another important development in the field of human rights was adoption of regulations on personal data protection and establishment of Office of Personal Data Protection. Being the innovation in human rights protection field in Georgia it is important to survey public perceptions on personal data protection and its importance.

While the GOG took considerable measures to improve access to justice in Georgia the overloading of courts creates serious challenges. Therefore, a judicial strategy provides for greater use of alternative dispute resolution (ADR) mechanisms; however, ADR mechanisms are not broadly used in the country due to lack of awareness, as often contemplated. Yet there is no reliable data on this issue and there is a need to conduct a survey to plan further support activities based on evidences.

Difficulties relate to the still relatively limited awareness of rights under the law in general and not just the more recent reforms, the insufficient understanding of - and confidence in - how the legal process operates both in general and with respect to particular matters. Such difficulties exist throughout the country but they are especially significant in the regions outside Tbilisi.

Although the general nature of the difficulties is widely acknowledged, the scale of the problem appears to be insufficiently well-understood. There is a need, therefore, for an assessment both of the substantive areas in which this is particularly problematic as well as of the groups of persons for whom and the regions in which advice and assistance is most urgent so that its provision can be better targeted.

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

2. AIM OF THE ASSIGNMENT

The assignment is aimed at conducting a survey on awareness and perceptions in the field of protection of human rights and access to justice in Georgia. The quantitative survey, which forms the major component of the study, shall investigate how much public is informed about and how they perceive human rights and access to justice. The findings will help UNDP build up a strong evidence base to identify the issues around protection of human rights and access to justice by Georgia's population to help inform its programming, and ultimately, inform policy making in the country, as well as plan awareness raising activities in the selected areas of protection of human rights and access to justice.

The survey shall examine awareness about Human Rights, existing remedies for human rights violation and perceptions on their efficiency, opportunities and perceptions for accessing justice in case of need, as well as awareness on and perceptions towards the main justice and human rights institutions, alternative dispute resolution mechanisms and the major sources of information with respect to access to justice and human rights for different groups.

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

In addition, the survey should compare the results of this survey with the findings of 2012 survey conducted by UNDP, wherever applicable.

The project aims to empower those in need of access to justice and protection of human rights, and in particular the more vulnerable and marginalized sectors of society, so that they are better able to seek and obtain it.

3. OBJECTIVES OF THE ASSIGNMENT

The overall objective of the assignment is carry out the study that will determine and analyse the level of public awareness and perceptions towards human rights and access to justice in Georgia.

4. SCOPE OF WORK AND EXPECTED OUTPUT

The selected organization is expected to study and analyse internal and external situation and elaborate Strategy of the Inspector's Office for 2016-2020 and its detailed Action Plan for 2016-2017, including institutional development recommendations.

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

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

The survey instrument shall be developed by an organization in close cooperation with UNDP and partner agencies (Human Rights Secretariat, PDPI, Ministry of Justice, LAS, GBA, Georgian Association of Mediation, Judicial Mediation Association). The survey instrument shall cover the following topics:

- Awareness of Human rights, with respect to civil, political, social, economic and cultural rights and perceptions on protection of these rights in the country;
- The specific list of the rights examined shall be agreed with UNDP in advance;
- Awareness on National Human Rights Strategy and Action Plan – among public officers (national and local authorities) and general public;
- Awareness on existing remedies for human rights violation and perceptions on their efficiency;
- Awareness on Personal Data Protection standards among businesses and public officers (national and local authorities) and general public;
- Opportunities and perceptions for accessing justice in case of need;
- Awareness on and perceptions towards the main justice and human rights institutions, with regards to their functions, roles, availability, accessibility and use (including courts, Georgian Bar Association, bar, Public defender's office, Legal Aid Service, Office of Personal Data Protection Inspector, etc.);
- Awareness on and perceptions towards alternative dispute resolution mechanisms – arbitration and mediation The major sources of information with respect to access to justice and human rights for different groups.

The survey questionnaire shall also include a demographic card registering basic demographic information (sex, age, education level, IDP/disability status, citizenship/ethnicity, social status, employment status, etc.)

- **Sampling procedure**

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

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

The questionnaire of at least 200 questions shall be developed by the selected organization and agreed with UNDP. The questionnaire shall be informed by at least 10 focus group discussions, (at least 2 in east Georgia and at least 3 in west Georgia, at least 1 in Samtskhe-Javakheti and 4 in Tbilisi) of at least 20 persons each, with participation of people of different background (it is desirable that the following considerations are taken into account while composing the focus groups - mixture of urban/rural, male/female, poor/non-poor, secondary education/high education, national and religious minorities, youth, elderly, LGBTI community, etc.).

The final draft of the questionnaire shall be **pilot-tested** with at least 50 respondents in both urban and rural areas before elaborating a final version of the questionnaire. After piloting, a debriefing session and adaptation of the questionnaires should be held. The final questionnaires should be discussed during the training of interviewers.

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

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

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

- **Field work**

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

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

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

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

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

- analysis of the field work process
- definition of the target population sampled, the number of persons in the target group, the percentage of the national/regional population in the target age group represented by the target group, the number of people excluded from the sample and the reasons for such exclusions;
- regional distribution of interviewers and the number of interviews conducted by each interviewer;
- refusal and non-response rates, and typical reasons for both forms of non-participation;
- a description of quality control measures implemented, and the results of interview verification procedures.
- **Data processing**

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

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

- **Data analysis and Reporting**

Based on the survey results, the organization shall produce an analytic report detailing the major findings in terms of awareness and perceptions of human rights and access to justice in Georgia.

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

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

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

5. TIMING

#	Service	Month 1	Month 2	Month 3	Month 4	Month 5
1	Design of the methodology, survey instrument, final sample, final questionnaire					
2	Field work					
3	Data entry, processing, analysis presentation of draft results;					
4	Analysis of the results, findings and presentation of the final results.					

6. DELIVERABLES

The organization is expected to produce the following deliverables:

1. **Survey instruments** that are to be submitted to the UNDP (month 1.5):
 - 4.1. **Finalised questionnaires** adapted to after piloting and consultations with the UNDP.
 - 4.2. **Samples frame** - outline of the sampling design showing its regional breakdown and attributes (age, place of residence, social status and others.)
2. **Technical Report** compliant with the requirements as detailed above (month 3);

3. **Database of the survey data** processed by means of the relevant software (SPSS and/or STATA) (month 4).
4. **Draft and Final survey report** containing interpretation of quantitative survey data and graphical presentations (charts, tables and others as necessary per consultations with UNDP) of the data in Georgian and in English languages. (month 5)

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

7. ELIGIBILITY CRITERIA

- Experience of conducting of a face-to-face and telephone interview based country-wide surveys:
 - at least 7 years' experience in the area of polling and surveys (**minimum requirement**);
 - experience in conducting of at least 5 projects of similar size country-wide surveys (**minimum requirement**);
 - Experience in conducting survey(s) on awareness and perceptions of justice, human rights, legal empowerment or a related topic would be considered a considerable asset.
- Institutional capacity of conducting face-to-face interview based country wide surveys and use of survey data processing software (primarily SPSS and/or STATA software); (**minimum requirement**)
- Experience in implementing at least 3 surveys, financed by bilateral donor and/or international organizations. (minimum requirement)
- Having at least 3 letters of recommendation from previous contract providers. (minimum requirement)
- Having reference from an international organization will be an asset
- Qualified and experienced team consisting of, at a minimum: (1) **Project Coordinator** – with at least 5 years of experience of management and coordination of survey projects; (2) **Key expert** - with at least 5 years of working experience in the field of Human Rights; (3) **key expert** – with at least 5 years of working experience in the field of access to justice; (4) **2 Key experts** with at least 3 years of experience in sampling and questionnaire design. (5) **Key Expert** with at least 5 years of experience in statistical analysis of data; (5) The other professional team as deemed appropriate by the contractor to fulfil the requirements as spelled out in this RPP. (Note: It is possible to combine several expert functions in one individual, provided that the candidate fully meets all needed qualifications).

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

8. PAYMENT MODALITY

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

Deliverable	Amount to be paid
Survey instruments	10%
Technical Report	30%
Database of the survey data	20%
Final survey report	40%

Annex 5

Technical Proposal Evaluation Form

Technical Proposal		Max Points Obtainable
Expertise of the Firm		
Experience of conducting of a face-to-face and telephone interview based country-wide surveys - 90		

at least 7 years' experience in the area of polling and surveys (minimum requirement)	3%	30
experience in conducting of at least 5 projects of similar size country-wide surveys (minimum requirement)	3%	30
Experience in conducting survey(s) on awareness and perceptions of justice, human rights, legal empowerment or a related topic would be considered a considerable asset.	3%	30
Institutional capacity of conducting face-to-face interview based country wide surveys and use of survey data processing software (primarily SPSS and/or STATA software); (minimum requirement)	5%	50
Experience in implementing at least 3 surveys, financed by bilateral donor and/or international organizations (minimum requirement)	5%	50
Recommendations - 60		
Having at least 3 letters of recommendation from previous contract providers. (minimum requirement)	4%	40
Having reference from an international organization will be an asset	2%	20
Total:	25%	250
Methodology, Its Appropriateness to the Condition and Timeliness of the Implementation Plan		
Does the Offeror fully understand the task?/Is the scope of task well defined and does it correspond to the TOR?	5 %	50
<i>Full Understanding - 50</i>		
<i>Fair Understanding (min. requirement) - 10</i>		
Appropriateness of the methodology to the condition	10%	100
<i>Comprehensive and systematic methodology - 100</i>		
<i>Fairly appropriate methodology (min. requirement) - 20</i>		
Timeliness of the implementation plan	5%	50
<i>Completely appropriate - 50</i>		
<i>Fairly appropriate (min. requirement) - 10</i>		
Total:	20%	200
Management Structure and Qualification of Key Personnel		
<i>Project Coordinator – with at least 5 years of experience of management and coordination of survey projects; (minimum requirement);</i>	8%	80
<i>Key expert - with at least 5 years of working experience in the field of Human Rights (minimum requirement);</i>	4%	40
<i>key expert – with at least 5 years of working experience in the field of access to justice (minimum requirement);</i>	4%	40
<i>Key expert (1) with at least 3 years of experience in sampling and questionnaire design (minimum requirement);</i>	3%	30
<i>Key expert (2) with at least 3 years of experience in sampling and questionnaire design (minimum requirement);</i>	3%	30
<i>Key Expert with at least 5 years of experience in statistical analysis of data (minimum requirement);</i>	3%	30
Total:	25%	250
Maximum Total Technical	70 %	700
Minimum Technical points needed		490
Financial Proposal	30%	300
Budget Proposals		
To be computed as a ration of the Proposal's Offer to the lowest price among the proposals received by UNDP	30%	300
Total:	100%	1000