



## REQUEST FOR PROPOSAL (RFP)

NAME & ADDRESS OF FIRM:	DATE: July 13, 2016
	REFERENCE: Governance Reform Fund (GRF)– Sub-project “Support to the Effective Implementation of the EU-Georgia Association Agreement”

Dear Sir / Madam:

We kindly request you to submit your Proposal for **Electronic Monitoring System (EMS)**, into the planning and monitoring of the implementation of Association Agreement (AA) obligations. Please be guided by the forms attached hereto as Annex 2, in preparing your Proposal.

Proposals may be submitted on or before **17:00, Tuesday, July 26, 2016** via sealed and stamped envelopes to the address below:

**UN House 9.Eristravi St. Tbilisi, Georgia,  
United Nations Development Programme  
Box at the entrance of UN House marked as:**

**“Governance Reform Fund (GRF) – Sub-project “Support to the Effective Implementation of the EU-Georgia Association Agreement”**

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

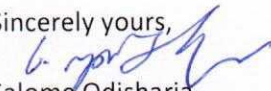
UNDP's vendor protest procedure is intended to afford an opportunity to appeal for persons or firms not awarded a Purchase Order or Contract in a competitive procurement process. In the event that you believe you have not been fairly treated, you can find detailed information about vendor protest procedures 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](http://www.un.org/depts/ptd/pdf/conduct_english.pdf)

Thank you and we look forward to receiving your Proposal.

Sincerely yours,

  
Salome Odisharia  
GRF Project Manager  
7/13/2016



### Description of Requirements

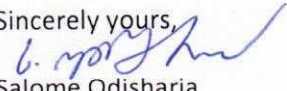
Context of the Requirement	Electronic Monitoring System (EMS), into the planning and monitoring of the implementation of Association Agreement (AA) obligations according to Technical Specifications provided in Annex 4.
Implementing Partner of UNDP	Government of Sweden
Brief Description of the Required Services	Electronic Monitoring System (EMS), for the planning and monitoring of the implementation of Association Agreement (AA) obligations according to Technical Specifications provided in Annex 4. The main tasks of software development are: <ol style="list-style-type: none"> <li>1. Functional Requirements of the system;</li> <li>2. Functional Modules of the system;</li> <li>3. User Management and Administration;</li> <li>4. Business Processes and Registration Forms.</li> </ol>
List and Description of Expected Outputs to be Delivered	Completely functional Monitoring System (EMS) in accordance to the Terms of Reference provided in Annex 4.
Person to Supervise the Work/Performance of the Service Provider	GRF Project Manager; UNDP IT Consultant and designated staff from The Office of the State Minister of Georgia on European and Euro-Atlantic Integration (OSMEEAI)
Frequency of Reporting	Monthly reporting
Progress Reporting Requirements	N/A
Location of work	<input checked="" type="checkbox"/> The Office of the State Minister of Georgia on European and Euro-Atlantic Integration
Expected duration of work	Up to 5 months
Target start date	August 2016
Latest completion date	December 2016
Travels Expected	<b>Not applicable</b>
Special Security Requirements	<b>Not applicable</b>
Facilities to be Provided by UNDP (i.e., must be excluded from Price Proposal)	<b>Not applicable</b>
Implementation Schedule indicating breakdown and timing of activities/sub-activities	<input checked="" type="checkbox"/> <b>Required</b>
Names and curriculum vitae of individuals who will be involved in completing the services	<input checked="" type="checkbox"/> <b>Required</b>

Currency of Proposal	<input checked="" type="checkbox"/> <b>United States Dollars</b> (The payment will be made in - Georgian Lari (GEL), according to the UN official exchange rate at the time of payment.			
Value Added Tax on Price Proposal	<input checked="" type="checkbox"/> <b>must be exclusive of VAT and other applicable indirect taxes</b>			
Validity Period of Proposals (Counting for the last day of submission of quotes)	<input checked="" type="checkbox"/> <b>90 days</b> 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"/> <b>Not permitted</b>			
Payment Terms	<b>Outputs</b>	<b>Percentage</b>	<b>Latest Timing</b>	<b>Condition for Payment Release</b>
	Deliverable 1 <b>General Electronic Monitoring System Setup</b>	27%	Aug. 2016	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.
	Deliverable 2 <b>Technical Development</b>	61%	Nov. 2016	
	Deliverable 3,4 <b>Testing and Preparation of User Manuals and Training for Staff as well as other Stakeholders</b>	12%	Dec. 2016	
	Please see detailed description of deliverables in Annex #2: Form for Submitting Service Provider's Proposal, sub paragraph: D) Cost Breakdown Per Deliverables			
Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment	1. UNDP IT Consultant 2. Designated staff from OSMEEI (review/inspect outputs and completed services); 3. Project Manager, GRF (approve outputs/completed services and authorize the disbursements);			
Type of Contract to be Signed	<input checked="" type="checkbox"/> <b>Contract for Professional Services</b>			
Criteria for Contract Award	<input checked="" type="checkbox"/> <b>Highest Combined Score</b> (based on the 70% technical offer and 30% price weight distribution). For more details please see Annex #5; <input checked="" type="checkbox"/> <b>Full acceptance of the UNDP Contract General Terms and Conditions (GTC)</b> . This is a mandatory and cannot be deleted regardless of the nature of services required. Non acceptance of the GTC may be grounds for the rejection of the Proposal.			



Criteria for the Assessment of Proposal	<p><b><u>Technical Proposal (70%) with Maximum obtainable Points: 700</u></b></p> <p><input checked="" type="checkbox"/> Expertise of the Firm 15%</p> <p><input checked="" type="checkbox"/> Methodology, Its Appropriateness to the Condition and Timeliness of the Implementation Plan 40%</p> <p><input checked="" type="checkbox"/> Management Structure and Qualification of Key Personnel 15%</p> <p><b><u>Financial Proposal (30%) with Maximum obtainable Points: 300</u></b></p> <p>To be computed as a ratio of the Proposal's offer to the lowest price among the proposals received by UNDP.</p> <p><b><u>Total maximum of obtainable Points: 1000</u></b></p>
Contract will be awarded to	<input checked="" type="checkbox"/> One and only one Service Provider
Annexes to this RFP	<p><input checked="" type="checkbox"/> Description of Requirements (Annex 1);</p> <p><input checked="" type="checkbox"/> Form for Submission of Proposal (Annex 2);</p> <p><input checked="" type="checkbox"/> General Terms and Conditions/Special Conditions (Annex 3);</p> <p><input checked="" type="checkbox"/> Detailed ToR (Annex 4);</p> <p><input checked="" type="checkbox"/> Evaluation Matrix (Annex 5);</p>
Documents to be submitted	Bidder must submit dully filled <b>Form for Submission of Proposal</b> (Annex #2 of given RFP) via sealed envelopes as required.
Contact Person for Inquiries (Written inquiries only)	<p><b>Mr. Nino Chanturia, UNDP Governance Reform Fund Project Admin/Finance Associate</b>  <i>Nino.chanturia@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>

Sincerely yours,

  
Salome Odisharia  
GRF Project Manager  
7/13/2016

## FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL

*(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery<sup>1</sup>)*

To: Ms. Salome Odisharia

Dear Ms,

We, the undersigned, hereby offer to render the following services to UNDP in conformity with the requirements defined in the RFP dated 7/13/2016, and all of its attachments, as well as the provisions of the UNDP General Contract Terms and Conditions:

### A) Qualifications of the Service Provider

*The Service Provider must describe and provide following information:*

- a) Profile – nature of business; field of expertise; license; certifications; accreditations
- b) (Business Licenses (Attached as annexes) – An extract from the Public Registry; Reference from Revenue Service on no debt towards budget; Detailed Bank requisites;
- c) Latest Audited Financial Statement (if any) – income statement and balance sheet to indicate its financial stability, liquidity, credit standing, and market reputation, etc.;
- d) Track Record – Minimum 3 years of experience in software development field; **(minimum requirement);**
- e) Minimum of 2 similar scale project developed (list of clients for similar services, indicating description of contract scope, contract duration, contract value, contact references) **(minimum requirement);**
- f) At least 1 similar scale project developed at the Governmental Institutions/Agencies **(minimum requirement);**
- g) Experience in training/couching in software usage **minimum requirement);**
- h) At least 2 letters of recommendation from previous similar scale contract providers **(Minimum 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.*

1. Project implementation work plan (not more than 5 months and in accordance to ToR - Annex#4) **(minimum requirement);**
2. Description of proposed technical solutions according to modules specified in ToR (Annex #4) **(minimum requirement);**
3. System Requirements of proposed technical solution: client side, server side, databases **(minimum requirement);;**
4. Description of programming specifications to the proposed technical solutions **(minimum requirement);;**
5. Guarantee/Support terms of the software for 6 months (bug fixes, changes in system and etc.) **(minimum requirement);**
6. Analyses of advantages of proposed technical solutions (in terms of: quality, time and cost) **(minimum requirement);;**
7. Description of further development perspectives of the system;

### C) Qualifications of Key Personnel



Service Provider must provide:

- a) Names and qualifications of the key personnel that will perform the services, indicating the role of each person in the project development (example: Team Leader, 2 Experts) and his/her scope of work indicating projected time frames (**minimum requirement**);
- b) CVs demonstrating qualifications must be submitted (**minimum requirement**);

**D) Cost Breakdown per Deliverable\***

#	Deliverables [list them as referred to in the RFP]	Percentage of Total Price (Weight for payment)	Price in USD (Lump Sum, All Inclusive)
1	<b>Deliverable 1:</b> <b>General Electronic Monitoring System Setup</b> - Creation of Business Analysis Documents (requirements, mock-ups) - Creation of Graphic Design (According to ToR Annex #4);	27%	
2	<b>Deliverable 2: Technical Development</b> - System Development - Reports Module Development - Developing External(Public) website According to ToR Annex #4;	61%	
3	<b>Deliverable 3: Testing</b> Testing/Retesting	8%	
4	<b>Deliverable 4:</b> <b>Preparation of User Manuals and Training for Staff as well as other Stakeholders</b> - User Manuals - ToT for OSMEEAI staff - Trainings of state institutions According to ToR Annex #4;	4%	
5	<b>Total (lump sum, all inclusive):</b>	<b>100%</b>	

\*This shall be the basis of the payment tranches

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

Description of Activity	Remuneration per day	Total Period of Engagement	No. of Personnel	Total Rate
<b>I. Personnel Services</b>				
1. Team Leader				
2. Expert 1				
3. Expert 2				
4. Other team members...				
<b>II. Out of Pocket Expenses</b>				
5. Travel Costs				
6. Others				

<b>III. Cost of Licenses and Certificates related with development of Software</b>				
7. Certificates				
8. Licenses				
9. Others				
<b>IV. Software guarantee and support for 6 months period after signing "Act of Acceptance"</b>				
10. Guarantee and Support Service				
11. Others				
<b>V. Other Related Costs</b>				
12. Half day training program for 10-12 trainers providing them with the necessary competencies and information to train representatives of other state institutions responsible for the preparation of the AA action plans and reports.				
<b>Total Cost (Lump Sum, All Inclusive)</b>				

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

*[Designation]*

*[Date]*



## ***General Terms and Conditions for Services***

### **1.0 LEGAL STATUS:**

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

### **2.0 SOURCE OF INSTRUCTIONS:**

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

### **3.0 CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES:**

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

### **4.0 ASSIGNMENT:**

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

### **5.0 SUB-CONTRACTING:**

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

### **6.0 OFFICIALS NOT TO BENEFIT:**

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

### **7.0 INDEMNIFICATION:**

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

### **8.0 INSURANCE AND LIABILITIES TO THIRD PARTIES:**

- 8.1** The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.
- 8.2** The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or the equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract.
- 8.3** The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.
- 8.4** Except for the workmen's compensation insurance, the insurance policies under this Article shall:
- 8.4.1** Name UNDP as additional insured;
  - 8.4.2** Include a waiver of subrogation of the Contractor's rights to the insurance carrier against the UNDP;
  - 8.4.3** Provide that the UNDP shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.
- 8.5** The Contractor shall, upon request, provide the UNDP with satisfactory evidence of the insurance required under this Article.

**9.0 ENCUMBRANCES/LIENS:**

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

**10.0 TITLE TO EQUIPMENT:**

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

**11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:**

- 11.1** Except as is otherwise expressly provided in writing in the Contract, the UNDP shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the Contractor has developed for the UNDP under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract, and the Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for the UNDP.
- 11.2** To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, the UNDP does not and shall not claim any ownership interest thereto, and the Contractor grants to the UNDP a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.



- 11.3** At the request of the UNDP; the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to the UNDP in compliance with the requirements of the applicable law and of the Contract.
- 11.4** Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract shall be the property of the UNDP, shall be made available for use or inspection by the UNDP at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNDP authorized officials on completion of work under the Contract.

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

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

**13.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:**

Information and data that is considered proprietary by either Party and that is delivered or disclosed by one Party ("Discloser") to the other Party ("Recipient") during the course of performance of the Contract, and that is designated as confidential ("Information"), shall be held in confidence by that Party and shall be handled as follows:

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

- 13.1.1** use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate; and,
- 13.1.2** use the Discloser's Information solely for the purpose for which it was disclosed.

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

- 13.2.1** any other party with the Discloser's prior written consent; and,
- 13.2.2** the Recipient's employees, officials, representatives and agents who have a need to know such Information for purposes of performing obligations under the Contract, and employees officials, representatives and agents of any legal entity that it controls controls it, or with which it is under common control, who have a need to know such Information for purposes of performing obligations under the Contract, provided that, for these purposes a controlled legal entity means:
- 13.2.2.1** a corporate entity in which the Party owns or otherwise controls, whether directly or indirectly, over fifty percent (50%) of voting shares thereof; or,
- 13.2.2.2** any entity over which the Party exercises effective managerial control; or,
- 13.2.2.3** for the UNDP, an affiliated Fund such as UNCDF, UNIFEM and UNV.

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

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



- 13.5 The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder.
- 13.6 These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.

#### **14.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS**

- 14.1 In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to the UNDP, of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify the UNDP of any other changes in conditions or the occurrence of any event that interferes or threatens to interfere with its performance of this Contract. On receipt of the notice required under this Article, the UNDP shall take such action as, in its sole discretion; it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract.
- 14.2 If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, the UNDP shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 15, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.
- 14.3 Force majeure as used in this Article means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force.
- 14.4 The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in or for any areas in which the UNDP is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas or to any incidents of civil unrest occurring in such areas shall not, in and of itself, constitute force majeure under the Contract..

#### **15.0 TERMINATION**

- 15.1 Either party may terminate this Contract for cause, in whole or in part, upon thirty (30) days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16.2 ("Arbitration"), below, shall not be deemed a termination of this Contract.
- 15.2 UNDP reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case UNDP shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.
- 15.3 In the event of any termination by UNDP under this Article, no payment shall be due from UNDP to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract.
- 15.4 Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, the UNDP may, without prejudice to any other right or remedy it may have under the terms of these conditions, terminate this Contract forthwith. The Contractor shall immediately inform the UNDP of the occurrence of any of the above events.

#### **16.0 SETTLEMENT OF DISPUTES**



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

#### **17.0 PRIVILEGES AND IMMUNITIES:**

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

#### **18.0 TAX EXEMPTION**

- 18.1** Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, inter alia that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize the United Nations exemption from such taxes, duties or charges, the Contractor shall immediately consult with the UNDP to determine a mutually acceptable procedure.
- 18.2** Accordingly, the Contractor authorizes UNDP to deduct from the Contractor's invoice any amount representing such taxes, duties or charges, unless the Contractor has consulted with the UNDP before the payment thereof and the UNDP has, in each instance, specifically authorized the Contractor to pay such taxes, duties or charges under protest. In that event, the Contractor shall provide the UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

#### **19.0 CHILD LABOUR**

- 19.1** The Contractor represents and warrants that neither it, nor any of its suppliers is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical mental, spiritual, moral or social development.
- 19.2** Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, at no cost to UNDP.



**20.0 MINES:**

- 20.1** The Contractor represents and warrants that neither it nor any of its suppliers is actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.
- 20.2** Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind of UNDP.

**21.0 OBSERVANCE OF THE LAW:**

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

**22.0 SEXUAL EXPLOITATION:**

- 22.1** The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all appropriate measures to prohibit its employees or other persons engaged by it from, exchanging any money, goods, services, offers of employment or other things of value, for sexual favors or activities, or from engaging in any sexual activities that are exploitive or degrading to any person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle UNDP to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.
- 22.2** The UNDP shall not apply the foregoing standard relating to age in any case in which the Contractor's personnel or any other person who may be engaged by the Contractor to perform any services under the Contract is married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such Contractor's personnel or such other person who may be engaged by the Contractor to perform any services under the Contract.

**23.0 AUTHORITY TO MODIFY:**

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



Technical Proposal Evaluation Matrix	Percentage Weight in Total Score	Maximum Points Obtainable
<b>1. Expertise of the Firm</b>	<b>15 %</b>	<b>150</b>
Minimum 3 Years of experience in software development field <b>(Minimum requirement)</b> <ul style="list-style-type: none"> <li>- Minimum of 3, up to 5 years of experience: 20 Points</li> <li>- 5 and more years of experience: 50 Points</li> </ul>	5%	50
At least 2 similar scale projects developed <b>(Minimum requirement)</b> <ul style="list-style-type: none"> <li>- Minimum 2, up to 5 similar scale projects developed: 20 Points</li> <li>- 5 and more similar scale projects developed: 50 Points</li> </ul>	5%	50
At least 1 similar scale project developed at the Governmental Institutions/Agencies <b>(Minimum requirement)</b>	2%	20
Experience in training/couching in software usage <b>(Minimum requirement)</b>	2%	20
At least 2 letters of recommendation from previous similar scale contract providers <b>(Minimum requirement)</b>	1%	10
<b>2. Methodology for completion of services</b>	<b>40 %</b>	<b>400</b>
Project implementation work plan presented <b>(Minimum requirement)</b> <ul style="list-style-type: none"> <li>- Work plan is comprehensive, detailed, covers all aspects of ToR Annex #4 and gives clear vision of work flow: - 50 points</li> <li>- Work plan is general, requires further clarifications: - 20 points</li> </ul>	5%	50
Description of proposed technical solutions according to modules specified in ToR (Annex #4) is presented <b>(Minimum requirement)</b> General requirements to the system <ul style="list-style-type: none"> <li>- Fully meets:- 30</li> <li>- Partially meets: - 20</li> </ul> System accessibility and sustainability <ul style="list-style-type: none"> <li>- Fully meets:- 30</li> <li>- Partially meets: - 10</li> </ul> Functional Modules of the System <ul style="list-style-type: none"> <li>- Fully meets:- 30</li> <li>- Partially meets: - 10</li> </ul> User management and administration <ul style="list-style-type: none"> <li>- Fully meets:- 30</li> <li>- Partially meets: - 10</li> </ul> Description of the business processes and registry forms <ul style="list-style-type: none"> <li>- Fully meets:- 30</li> <li>- Partially meets: - 10</li> </ul>	15%	150
System requirements of proposed technical solutions (for Client, Server and Databases) are presented <b>(Minimum requirement)</b>	5%	50
Guarantee/Support terms for 6 months of the Monitoring Software is described <b>(Minimum requirement)</b>	2%	20
Analyses of advantages of proposed technical solution (Quality, Cost and Timing analyses) in place presented <b>(Minimum requirement)</b>	10%	100

Description of further development perspectives of the system is presented	3%	30
<b>3. Qualifications of key personal</b>	<b>15 %</b>	<b>150</b>
<i>Names and qualifications of the key personnel presented and CVs demonstrating qualifications are presented (Minimum requirement)</i>	15%	150
<b>Total:</b>	<b>70</b>	<b>700</b>

**Please note:** Absence of information marked as **(minimum requirement)** may be the subject of disqualification of organization.



## Terms of Reference

### Association Agreement Electronic Monitoring System

#### 1. GENERAL OVERVIEW

The Office of the State Minister of Georgia on the European and Euro-Atlantic Integration is in charge of coordination and monitoring of the implementation of the EU-Georgia Association Agreement. To fulfill its duty, the Office of the State Minister, in cooperation with relevant government agencies elaborates and monitors the fulfillment of the annual National Action Plan (NAP) for the Implementation of the EU-Georgia Association Agreement (AA) and Association Agenda.

Development of an electronic monitoring system for the implementation of the EU-Georgia Association Agreement, allowing effective monitoring of information related to the implementation of the AA obligations, is required. The System will increase the effectiveness of the planning, implementation and reporting process by enhancing the capacities of line ministries directly involved in the AA implementation, as well as by simplifying the communication between the State Minister's Office and other relevant governmental agencies or line Ministries.

The electronic monitoring system will profoundly support the State Minister's Office in timely obtaining information on performance of the government agencies. The system will have the structure of an online database, containing the text of the EU-Georgia Association Agreement. Line ministries will be responsible for providing and regularly updating the information (type of actions, indicators, possible results, deadlines, status of implementation, responsible government agencies, funding) about respective actions, aiming at implementing the requirements defined in the Association Agreement.

At the initial phase the system will be used to monitor the fulfillment of the annual National Action Plan (NAP) for the Implementation of the EU-Georgia Association Agreement and Association Agenda. As for the future, the system will enable to develop the annual National Action Plans online.

## 2. GENERAL REQUIREMENTS TO THE SYSTEM

Below the list of general requirements is shown, which in totality shall be satisfied by the electronic monitoring system. Requirement priorities are noted with symbols: M - mandatory requirement, D - desirable functional requirement.

Table 1

No.	Requirement	Functional requirement	Status
1.	Ergonomic requirements of user interface shall be adhered (proportions and perceivable colors) System must have a graphical user interface (GUI)	GR - 1.	M
2.	System must support Georgian language (UTF-8)	GR - 2.	M
3.	System must be accessible by browser only. No additional software has to be installed. System must support latest versions of widely used browsers	GR - 3.	M
4.	For presenting multiple language content (among them Georgian) UTF-8 coding must be applied. All interfaces (internal and external) shall be realized by application of UTF-8 coding	GR - 4.	M
5.	All information must be stored in Relational Database Management System (RDBMS)	GR - 5.	M
6.	the System Data-base should be imported from existed excel file	GR - 6.	M
7.	System must support the definition of a set of user roles, which control the assignment of rights to specific functions or groups of functions	GR - 7.	M
8.	System must log all changes made to administrative parameters (for example, changes made by the administrator to a user's access rights)	GR - 8.	M
9.	System must log system errors and security incidents	GR - 9.	M
10.	Any modification of Classificators must be logged with the following metadata: who made the change, when, what was changed	GR - 10.	M
11.	For each Activity entry in a System a Record is created Activity from the National action plan	GR - 11.	M
12.	Any revision or alteration of the Records must be captured as additional Records metadata or in a Log Deletion of the Record with information who deleted the record and when must be logged	GR - 12.	M

## 3. SYSTEM ACCESSIBILITY AND SUSTAINABILITY

Although the mentioned clerical work is not a system of critical importance, still its sustainability and accessibility is a quite important requirement.



Table 2

No.	Requirement	Functional Requirement	Status
1.	Functioning in 7/24 regimen	GR - 13.	M
2.	High credibility of data processing (High Availability – 99.99%)	GR - 14.	M
3.	In case of System Failure recovery time should not exceed 2 hours.	GR - 15.	M
4.	Periodic archiving and copying mechanism for reservation and corresponding infrastructure; also plan for the system recovery	GR - 16.	M
5.	In case of a failure of one of the components of the system, system's sustainable functioning shall be provided (one failure point should not exist)	GR - 17.	M
6.	System shall provide simultaneous work of minimum 20 users	GR - 18.	M

## 4. SYSTEM MODULES FUNCTIONAL REQUIREMENTS

System consists of the following functional modules:

- System administration (user management) module.
- Activities management (task management) module;
- Reporting module;

### 4.1. User Management Modules and System Administration

The system should have a central administrative module for users, from where it will be possible to add users, to join them to groups and revoke their rights.

Table 3

No.	Requirement	Functional Requirement	Status
1.	There must be a centralised list of System Users: Named users and Roles	GR - 19.	M
2.	Users shall have their own profile from where they can change their personal data and password (User profile)	GR - 20.	M
3.	Allow only administrators to set up Users and allocate them to Roles	GR - 21.	M
4.	System must support these properties of the Named User: <ul style="list-style-type: none"><li>▪ Name (Text);</li><li>▪ Organization (from the Classifier)(Text);</li><li>▪ Email (email format);</li><li>▪ Phone (Numeric);</li><li>▪ Direct manager (Text);</li><li>▪ Assigned Roles (Text).</li></ul>	GR - 22.	M
5.	System must support a hierarchy of Named Users (Manager/Subordinate)	GR - 23.	M
6.	Allow changes to security attributes for Roles or Users (such as access rights, security level, privileges, initial password allocation and management) to be made only by the administrator	GR - 24.	M
7.	System must allow existing users to be marked as inactive, with the effect of barring that user from subsequent entry to the System. System must allow this action for administrator only	GR - 25.	M
8.	System must allow existing users to be deleted by administrator only	GR - 26.	M
9.	System must support at least these Roles: <ul style="list-style-type: none"><li>▪ Level 0 - OSMEEAI (level 0 user);</li><li>▪ Level 1- Ministry/Institution approver (LEVEL1 user);</li><li>▪ Level 2 - Ministry/Institution coordinator (LEVEL2 user);</li><li>▪ Level 3 - Ministry/Institution/Department level user (LEVEL3 user);</li><li>▪ Level 4 - Department/Division/Legal entity/Agency user (LEVEL4 user);</li></ul>	GR - 27.	M



No.	Requirement	Functional Requirement	Status
	<ul style="list-style-type: none"> <li>Level 5 - Public access (LEVEL5 user)</li> </ul>		
10.	Restrict access to system functions according to a user's Role <ul style="list-style-type: none"> <li>Users of LEVEL0 to LEVEL4 must have permission to create a Activity Record in the system</li> <li>Users of LEVEL1 to LEVEL4 must have permission to start Review workflow</li> <li>Users of LEVEL0 must have permission to start Approval by Institution workflow</li> <li>Users of LEVEL0 must have permission to start "Review&amp;Approval by OSMEEA" workflow</li> </ul>	GR - 28.	M
11.	System must support Classificators: field with a list of predefined values for selection	GR - 29.	M
12.	System must not impose any limit on the number of Records that can be captured in any Action plan	GR - 30.	M
13.	System must maintain Records for as long as required	GR - 31.	M
14.	System must indicate when an individual record is created within the system	GR - 32.	M
15.	Allocate an identifier, unique within the system, to each Record at point of capture automatically Be able, where possible and appropriate, to provide a warning if an attempt is made to capture a Record that is incomplete or inconsistent	GR - 33.	M
16.	Alert a user to any failure to successfully capture a Record	GR - 34.	M
17.	Allow all metadata for every Record to be viewed by users, subject to access rights for Named Users or user Roles	GR - 35.	M
18.	Never include, in a list of full text or other search results, any record that the user does not have the right to access	GR - 36.	M
19.	System must support Classificators: field with a list of predefined values for selection	GR - 37.	M
20.	System must not impose any limit on the number of Records that can be captured in any Action plan	GR - 38.	M
21.	System must maintain Records for as long as required	GR - 39.	M
22.	System must indicate when an individual record is created within the system	GR - 40.	M
23.	Allocate an identifier, unique within the system, to each Record at point of capture automatically Be able, where possible and appropriate, to provide a warning if an attempt is made to capture a Record that is incomplete or inconsistent	GR - 41.	M

No.	Requirement	Functional Requirement	Status
24.	Alert a user to any failure to successfully capture a Record	GR - 42.	M
25.	Allow all metadata for every Record to be viewed by users, subject to access rights for Named Users or user Roles	GR - 43.	M
26.	Never include, in a list of full text or other search results, any record that the user does not have the right to access	GR - 44.	M

#### 4.2. Activities management (task management) modules requirements

The system should have a central **task management** for users, from where it will be possible to add new tasks to groups or users.

Table 4

No.	Requirement	Functional Requirement	Status
1.	System must support at least these types of tasks: <ul style="list-style-type: none"> <li>▪ NAP (National action plan creation task);</li> <li>▪ QR (Quarterly report creation task).</li> </ul>	GR - 45.	M
2.	Task can be created by the user of LEVEL0 to LEVEL3	GR - 46.	M
3.	Tasks in the System must have at least these fields: <ul style="list-style-type: none"> <li>▪ Type of task: NAP or QR (Text)(from Classifier);</li> <li>▪ Owner (Text);</li> <li>▪ Institution (Text)(from Classifier);</li> <li>▪ Responsible person (Text) (from Classifier);</li> <li>▪ Deadline (Date)(Selection from Calendar);</li> <li>▪ Completion (Number or Text);</li> <li>▪ Actual finish date (Date) (Selection from Calendar);</li> <li>▪ Task Comment (Text).</li> </ul>	GR - 47.	M
4.	System must send Notification or Reminder messages for the task based on these rules: <ul style="list-style-type: none"> <li>▪ when task is assigned - to responsible person and the owner;</li> <li>▪ when task is complete - to the Task owner;</li> <li>▪ when the Task due date is less than X days - to the responsible person;</li> <li>▪ when task is overdue for 1,3 or 5 days - to the responsible User, his Manager and Task owner;</li> </ul>	GR - 48.	M
5.	System should support the Classifier of Action plans	GR - 49.	M
6.	System does not allow to save the Record without indication of Action plan to which the Record belongs	GR - 50.	M
7.	System must have the Classifier of AA chapters, AA Articles and their subordinates (max. 6 level available)	GR - 51.	M
8.	Classifier of AA chapters and AA articles must be cascaded: when AA chapter is selected only articles, related to the selected chapter must be displayed	GR - 52.	M
9.	System must have a Classifier of Activity types with the following types predefined:	GR - 53.	M



No.	Requirement	Functional Requirement	Status
	<ul style="list-style-type: none"> <li>Legal framework;</li> <li>Institutional system;</li> <li>International/regional Cooperation;</li> <li>Administrative environment;</li> <li>Human resources;</li> <li>Infrastructure;</li> <li>Other.</li> </ul>		
10.	System must have a Classifier of Institutions (organizations participating in AA implementation)	GR - 54.	M
11.	System must support a Classifier of the Source of funding. Values must be at least: <ul style="list-style-type: none"> <li>State budget;</li> <li>Donors assistance;</li> <li>Budget of Institution.</li> </ul>	GR - 55.	M
12.	System must have a Classifier for the Status of AA activity implementation with the following options: <ul style="list-style-type: none"> <li>NOT STARTED TO IMPLEMENT;</li> <li>PARTIALLY IMPLEMENTED;</li> <li>LARGELY IMPLEMENTED;</li> <li>FULLY IMPLEMENTED.</li> </ul>	GR - 56.	M
13.	System must have a Classifier of Task types	GR - 57.	M
14.	System must have a Classifier of Responsible person	GR - 58.	M
15.	Activity Record must have these fields as an attribute: <ul style="list-style-type: none"> <li>Record row No (Number);</li> <li>Chapter, Article or other subordinate of AA (from the Classifier) (Text);</li> <li>Article of AA (from the Classifier) (Text);</li> <li>Activity ID (Number);</li> <li>Type of activity (Text)(from the Classifier);</li> <li>Planned Activity (Text);</li> <li>Result/Output (Text);</li> <li>Indicators (Text);</li> <li>Primary responsible Institution (from the Classifier); only one value can be selected (Text);</li> <li>Other responsible institution (from the Classifier);</li> <li>several values can be selected (Text);</li> <li>Implementation timeline (Date);</li> <li>Source of funding (Text)(from the Classifier);</li> <li>several values can be selected;</li> <li>Activity comment (Text);</li> <li>Action plan (Text)(from the Classifier);</li> <li>Activity Review/Approve comment (Text);</li> <li>Comment (OSMEEAI) (Text);</li> <li>Activity Record State (Text);</li> <li>Final (No/Yes).</li> </ul>	GR - 59.	M

No.	Requirement	Functional Requirement	Status
16.	Allow users to choose to which Action plan record belongs	GR - 60.	M
17.	When Record is created it must be in a Draft mode	GR - 61.	M
18.	QR Report data must be added to the related Activity Record	GR - 62.	M
19.	QR Report record data fields: <ul style="list-style-type: none"> <li>▪ Reporting Year (Number)(selection from the dropdown list);</li> <li>▪ Reporting quarter (Number)(selection from the dropdown list);</li> <li>▪ Activity implementation (Text);</li> <li>▪ Status of implementation (text)(from the Classifier);</li> <li>▪ QR Report Review/Approve comment (Text);</li> <li>▪ QR Comment (OSMEEAI) (Text);</li> <li>▪ Final (No/Yes).</li> </ul>	GR - 63.	M
20.	System must have Review workflow for the Records (Activity and QR Report) used to automate NAP and QR content review process	GR - 64.	M
21.	System must have Approval by Institution workflow used to automate the last step of NAP and QR content creation process: approval by the official head of institution	GR - 65.	M
22.	System must have Review & Approval by OSMEEAI workflow used to automate the review process initiated by OSMEEAI when the content for NAP or QR is provided	GR - 66.	M
23.	User starting workflow (any workflow) specifies how many days must be set to complete the task associated with a workflow	GR - 67.	M
24.	When Review workflow is started Reviewer must be notified by email and Review task must be assigned to this User	GR - 68.	M
25.	When Review workflow is started Reviewer must see records that were created by the Owner, who started the Review workflow	GR - 69.	M
26.	When starting Review workflow Reviewer can be selected manually from the list of Users	GR - 70.	M
27.	Owner of the Record must be notified by email when Reviewer approves the Record	GR - 71.	M
28.	When Review workflow is completed state of the Record must be changed to Ready for approval	GR - 72.	M
29.	When Approval by Institution workflow is started Approver must be notified by email	GR - 73.	M
30.	When Approval by Institution workflow is finished (and Records were approved) state of the record must be changed to Approved by Institution	GR - 74.	M
31.	When Approval by Institution workflow is finished (Records approved) coordinator at OSMEEAI (LEVEL0 user) must be notified by email	GR - 75.	M
32.	When Approval by Institution workflow is finished (Records approved) coordinator at OSMEEAI (LEVEL0 user) must see all Records created by Institution if it satisfies two conditions: <ul style="list-style-type: none"> <li>▪ Record is related to AA NAP (in case more than one Action plan is used in the system);</li> <li>▪ Records state is approved by Institution.</li> </ul>	GR - 76.	M



No.	Requirement	Functional Requirement	Status
33.	When Review & Approval by OSMEEI workflow is finished state of the Record must be changed to Approved by OSMEEI	GR - 77.	M
34.	QR Report records review and approval process must be automated in the same manner as for Activity record.	GR - 78.	M
35.	Allow the reviewer to enter comments into appropriate Review/Approve comment field	GR - 79.	M
36.	Allow the approver to enter comments into appropriate Review/Approve comment field	GR - 80.	M
37.	Records must be always visible to the Owner of the Record	GR - 81.	M
38.	LEVEL1 and LEVEL 2 User must see all Records where Institution on his User profile matches Institution selected in Primary responsible or Other responsible institution	GR - 82.	M
39.	All users can see Records (Activity and QR Report) created by other institutions if the value in field Final equals Yes and is approved by the OSMEEI (LEVEL0 user)	GR - 83.	M
40.	User can't see Review/Approval comment or Comment (OSMEEI) field values if the user is not the Owner of the Record	GR - 84.	M
41.	System must provide filtering capability for any User by any Activity Record or QR Report record field	GR - 85.	M
42.	System must provide search by keywords functionality	GR - 86.	M
43.	Provide utility or conversion tool to support the export of Records to an Excel or Pdf file format	GR - 87.	M
44.	System must allow to generate final document (AA NAP, Quarterly report) that corresponds to the format currently used by OSMEEI	GR - 88.	M

### 4.3. Reporting module requirements

The system Reporting module should have below given requirements;

Table 5

No.	Requirement	Functional Requirement	Status
1.	System must have capabilities to create reports without development	GR - 89.	M
2.	System must be able to produce reports listing all, or a restricted set of records	GR - 90.	M
3.	Include features for sorting and selecting report information	GR - 91.	M
4.	Be able, at a minimum, to provide reports on Activities organised: <ul style="list-style-type: none"> <li>by Record;</li> <li>by Institution;</li> <li>in chronological sequence.</li> </ul>	GR - 92.	M
5.	System must provide access to reports by smartphones and/or tablets	GR - 93.	M



No.	Requirement	Functional Requirement	Status
6.	System must have a report of statistics on the NAP Activities: <ul style="list-style-type: none"> <li>total number of Activities;</li> <li>number of Activities grouped by: <ul style="list-style-type: none"> <li>Primary Responsible Institution;</li> <li>Secondary responsible institution;</li> <li>Status of Implementation;</li> <li>Activity implementation timeframe.</li> </ul> </li> </ul>	GR - 94.	M
7.	1 System must have a report of statistics on the Tasks: <ul style="list-style-type: none"> <li>total number of content creation tasks;</li> <li>content creation tasks grouped by: <ul style="list-style-type: none"> <li>type (NAP; QR);</li> <li>AA chapters and articles;</li> <li>responsible Institution (primary and/or secondary);</li> <li>task completion state;</li> <li>task deadline;</li> <li>total number of Review/Approval tasks;</li> </ul> </li> <li>Review/Approval tasks grouped by: <ul style="list-style-type: none"> <li>responsible institution;</li> <li>task completion state.</li> </ul> </li> </ul>	GR - 95.	M

## 5. WORK STANDARD & PROCEDURES

The system will have the structure of an online database. At the initial phase, the already elaborated annual National Action Plan, including activities, (classified in the relevant categories), responsible institutions, expected results, indicators, deadlines and other additional information, (database units/fields) envisaged in the framework of Georgia-EU Association Agreement and the Association Agenda will be imported into the online system.

Line ministries/state institutions will be responsible for providing and regularly updating the information regarding the status of implementation of respective actions. Line ministries/state institutions will be required to update the status of implementation of the activities on a regular basis. Information regarding the implementation of activities should be entered into the system not later than 3 days after the completion of activities. Furthermore, all users will be required to verify the status of implementation of activities within their competences at the end of each month (on 28<sup>th</sup> day) and update information if necessary.

The "reminder message" will be sent automatically to the system users at the end of each month in order to remind them to promptly examine/update the information.

In case the final deadline for implementation of activities is approaching and the status of implementation is "NOT STARTED TO IMPLEMENT" or "STARTED TO IMPLEMENT" the "alarm message" will be sent to responsible entities.

For each time "alarm notification" and "reminder message" are sent, the responsible person/coordinator from the Office of the State Minister will receive the notice as well.

The activities, deadline for which has been expired and their status of implementation does not indicate "FULLY IMPLEMENTED" will automatically "appear in red".



The Office of the State Minister will regularly prepare progress reports on the fulfillment of the annual National Action Plan (NAP) for the Implementation of the EU-Georgia Association Agreement and Association Agenda, based on the information collected.

## 6. GUARANTEE/SUPPORT TERMS

The company must cover 6 months free of charge support (bug fixes, critical changes in the system).

Support call service 24/7 (from 09:00a.m. to 18:00p.m). **The reaction time defects at least 1 day and on critical defect prompt and correction of the defect at least 5-10 days**

## 7. PREPARATION OF USER MANUALS AND TRAINING FOR STAFF AS WELL AS OTHER STAKEHOLDERS

After completion of the EMS setup, a hired company/institution will prepare the EMS User Manual with the active participation from the OSMEEI staff. The Manual should be user-friendly and include screenshots and annotations. It will be a practical guide for the staff of OSMEEI and other state institutions, which takes them through a step-by-step process of use of the system.

Furthermore, a hired company/institution will conduct Training of Trainers (ToT) program in collaboration with the OSMEEI for the staff of European Integration Coordination Department, directly responsible for the overall management of the AA implementation process. This will entail delivery of a half day training program for 10-12 trainers providing them with the necessary competencies and information to train representatives of other state institutions responsible for the preparation of the AA action plans and reports. In addition, OSMEEI will provide training space for its staff training and training for other state institutions.

## 8. DURATION, TIMELINE AND LIST OF DELIVERABLES

The development of electronic monitoring system will be carried out in the period of August-December 2016. The contractor is expected to deliver all 4 deliverables. Please, see the detailed timeline for submitting the deliverables in the table below:

Timeline for submission and deliverables

Outputs	Percentage	Latest Timing
1. General Electronic Monitoring System Setup	27%	August 2016
2. Technical Development	61%	November 2016
3. Testing and 4. Preparation of User Manuals and Training for Staff as well as other Stakeholders	12%	December 2016

## 9. ELIGIBILITY CRITERIA OF SUBMITTED PACKAGE

The technical proposal is evaluated and examined to determine its responsiveness and compliancy with the requirements specified in these solicitation documents. The quality of each technical proposal will be evaluated in accordance with the following technical evaluation criteria and the associated weighting (total possible value of 700 points):

### F) Qualifications of the Service Provider

*The Service Provider must describe and provide following information:*



- i) Profile – nature of business; field of expertise; license; certifications; accreditations
- j) (Business Licenses (Attached as annexes) – An extract from the Public Registry; Reference from Revenue Service on no debt towards budget; Detailed Bank requisites;
- k) Latest Audited Financial Statement (if any) – income statement and balance sheet to indicate its financial stability, liquidity, credit standing, and market reputation, etc.;
- l) Track Record – Minimum 3 years of experience in software development field; **(minimum requirement);**
- m) Minimum of 2 similar scale project developed (list of clients for similar services, indicating description of contract scope, contract duration, contract value, contact references) **(minimum requirement);**
- n) At least 1 similar scale project developed at the Governmental Institutions/Agencies **(minimum requirement);**
- o) Experience in training/couching in software usage **(Minimum requirement)**
- p) At least 2 letters of recommendation from previous similar scale contract providers **(Minimum requirement)**

#### G) 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.

- 8. Project implementation work plan (not more than 5 months and in accordance to ToR - Annex#4) **(minimum requirement);**
- 9. Description of proposed technical solutions according to modules specified in ToR (Annex #4) **(minimum requirement);**
- 10. System Requirements of proposed technical solution: client side, server side, databases**(minimum requirement);**
- 11. Description of programming specifications to the proposed technical solutions**(minimum requirement);**
- 12. Guarantee/Support terms of the software for 6 months (bug fixes, changes in system and etc.) **(minimum requirement);**
- 13. Analyses of advantages of proposed technical solutions (in terms of: quality, time and cost) **(minimum requirement);**
- 14. Description of further development perspectives of the system;

#### H) Qualifications of Key Personnel

Service Provider must provide:

- c) Names and qualifications of the key personnel that will perform the services, indicating the role of each person in the project development (example: Team Leader, 2 Experts) and his/her scope of work indicating projected time frames **(minimum requirement);**
- d) CVs demonstrating qualifications must be submitted **(minimum requirement);**

A proposal shall be rejected at this stage if it fails to achieve the minimum technical threshold of 490 points of the obtainable score of 700 points for the technical proposal.

### 10. PAYMENT CONDITION AND MODALITY

Outputs	Percentage	Latest Timing
1.General Electronic Monitoring System Setup	27%	August 2016
2.Technical Development	61%	November 2016



3. Testing and 4. Preparation of User Manuals and Training for Staff as well as other Stakeholders	12%	December 2016
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## 11. SELECTION CRITERIA

- Highest Combine Score (based on the 70% technical offer and 30% price weight distribution)
- 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 service required. Non acceptance of the CTC may be grounds for the rejection of the Proposal.

### Technical Proposal (Weight 70%)

- ☒ Experience and background of the contractor – 20%
- ☒ Proposed Methodology, Approach and Implementation Plan – 30%
- ☒ Key Personnel – 20%

### Financial Proposal (Weight 30%)

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

For further details please refer to Technical Proposal Evaluation Form (Annex 5)

***If the offer does not meet any of the minimum technical qualification criteria/requirements given in Annex V, will be automatically disqualified and there is no more need for further evaluation of the disqualifying offeror.***