



REQUEST FOR PROPOSAL (RFP)

NAME & ADDRESS OF FIRM	DATE: November 29, 2017
	REFERENCE: Support to Public Administration Reforms in Georgia (00095872)

Dear Sir / Madam:

We kindly request you to submit your Proposal for **Training and Consultation Support (TCS) to public policy units of the ministries of Georgia**.

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

Proposals may be submitted on or before 17:00 hrs., Tuesday, December 05, 2017 by courier mail with sealed and signed envelopes to the address below:

United Nations Development Programme
Eristavi 9, 0179, Tbilisi Georgia
Nino Ghonghadze
0179 Tbilisi, Georgia

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

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

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

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

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

No price variation due to escalation, inflation, fluctuation in exchange rates, or any other

market factors shall be accepted by UNDP after it has received the Proposal. At the time of Award of Contract or Purchase Order, UNDP reserves the right to vary (increase or decrease) the quantity of services and/or goods, by up to a maximum twenty five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.

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

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

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

<http://www.undp.org/content/undp/en/home/operations/procurement/protestandsanctions/>

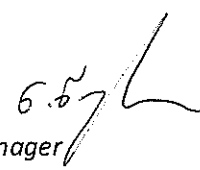
UNDP encourages every prospective Service Provider to prevent and avoid conflicts of interest, by disclosing to UNDP if you, or any of your affiliates or personnel, were involved in the preparation of the requirements, design, cost estimates, and other information used in this RFP.

UNDP implements a zero tolerance on fraud and other proscribed practices, and is committed to preventing, identifying and addressing all such acts and practices against UNDP, as well as third parties involved in UNDP activities. UNDP expects its Service Providers to adhere to the UN Supplier Code of Conduct found in this link : http://www.un.org/depts/ptd/pdf/conduct_english.pdf

Thank you and we look forward to receiving your Proposal.

Sincerely yours,

Nana Tsiklauri
PAR Project Manager
11/29/2017



Description of Requirements

Context of the Requirement	Training and Consultation Support (TCS) to public policy units of the ministries of Georgia
Implementing Partner of UNDP	Administration of the Government of Georgia (AOG)
Brief Description of the Required Services ¹	The main goal of the Training and Consultation Support (TCS) is to increase capacity of ministries' policy units in public policy analysis and thus improve the policy making process in the country, strengthen the link between policy planning and budgeting, enhance the nexus between policy planning and implementation and build strong mechanisms for monitoring, evaluating and accountability
List and Description of Expected Outputs to be Delivered	<ol style="list-style-type: none"> 1. Conduct needs assessment of policy units in all ministries; 2. Develop Public Policy Training and Consultation Package and conduct trainings; 3. Provide on-the-job consultations and coaching in each ministry (See detailed description TOR).
Person to Supervise the Work/Performance of the Service Provider	<i>UNDP PAR Project Manager, UNDP Public Policy Specialist</i>
Frequency of Reporting	The service provider, in addition to the deliverables, is expected to provide monthly progress reporting.
Progress Reporting Requirements	N/A
Location of work	<input checked="" type="checkbox"/> At Contractor's Location
Expected duration of work	December 2017 – December 2018
Target start date	15 December 2017
Latest completion date	31 December 2018
Travels Expected	N/A
Special Security Requirements	N/A
Facilities to be Provided by UNDP (i.e., must be excluded from Price Proposal)	N/A
Implementation Schedule indicating breakdown and timing of activities/sub-activities	<input checked="" type="checkbox"/> Required
Names and curriculum vitae of individuals who will be involved in completing the services	<input checked="" type="checkbox"/> Required

Currency of Proposal	<input checked="" type="checkbox"/> United States Dollars				
Value Added Tax on Price Proposal	<input checked="" type="checkbox"/> must be exclusive of VAT and other applicable indirect taxes				
Validity Period of Proposals (Counting for the last day of submission of quotes)	<input checked="" type="checkbox"/> 90 days In exceptional circumstances, UNDP may request the Proposer to extend the validity of the Proposal beyond what has been initially indicated in this RFP. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Proposal.				
Partial Quotes	<input checked="" type="checkbox"/> Not permitted				
Payment Terms		Outputs	Percentage	Timing	Condition for Payment Release
		Deliverable 1 (Detailed work plan; Final needs Assessment methodology; Needs assessment and relevant Report)	20%	Within two (2) months of the contract commencement (Out of which: detailed work plan – within two weeks, Final Needs Assessment methodology – within three weeks and Needs assessment and relevant Report within two months of the contract commencement)	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 (Public Policy Training and Consultation package);	15%	Within three months of the contract commencement	
		Deliverable 3 (Training in Public Policy)	25%	Within nine months of the contract commencement	
		Deliverable 4 (interim Report and schedule of consultations)	10%	Within seven months of the contract commencement	
		Deliverable 5 (consultations and coaching)	20%	Within 12 months of the contract commencement	

	Deliverable 6 (Final Report)	10%	Within twelve (12) month of the contract commencement	
Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment	UNDP PAR Project Manager, UNDP PAR Public Policy Specialist			
Type of Contract to be Signed	<input checked="" type="checkbox"/> Contract for Professional Services			
Criteria for Contract Award	<input checked="" type="checkbox"/> Highest Combined Score (based on the 70% technical offer and 30% price weight distribution) <input checked="" type="checkbox"/> Full acceptance of the UNDP Contract General Terms and Conditions (GTC). This is a mandatory criteria and cannot be deleted regardless of the nature of services required. Non-acceptance of the GTC may be grounds for the rejection of the Proposal.			
Criteria for the Assessment of Proposal	<p><u>Technical Proposal (70%)</u></p> <input checked="" type="checkbox"/> Expertise of the Firm 25% <input checked="" type="checkbox"/> Methodology, Its Appropriateness to the Condition and Timeliness of the Implementation Plan 25% <input checked="" type="checkbox"/> Management Structure and Qualification of Key Personnel 20% <p><u>Financial Proposal (30%)</u> To be computed as a ratio of the Proposal's offer to the lowest price among the proposals received by UNDP.</p>			
UNDP will award the contract to:	<input checked="" type="checkbox"/> Only one Service Provider			
Annexes to this RFP	<input checked="" type="checkbox"/> Form for Submission of Proposal (Annex 2) <input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 3) <input checked="" type="checkbox"/> Technical Proposal Evaluation Forms (Annex 4) <input checked="" type="checkbox"/> Detailed TOR (Annex 5)			
Contact Person for Inquiries (Written inquiries only)	<p><i>Nino Ghonghadze</i> UNDP PAR Public Policy Specialist nino.ghonghadze@undp.org</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.			

FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL

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

[insert: Location].

[insert: Date]

To: [insert: Name and Address of UNDP focal point]

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 11/1/2017 , and all of its attachments, as well as the provisions of the UNDP General Contract Terms and Conditions :

A. Qualifications of the Service Provider

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

- a) Profile – describing the nature of business, field of expertise, licenses, certifications, accreditations; Business Licenses – Registration Papers, Tax Payment Certification, etc.
- b) Track Record – list of clients for similar services as those required by UNDP, indicating description of contract scope, contract duration, contract value, contact references;
- c) At least 3 projects involving organizational needs assessment (**minimum requirement**);
- d) At least 4 years' experience in public policy analysis and planning (**minimum requirement**);
- e) At least 4 projects combining training delivery and consultation/coaching on public policy analysis issues (**minimum requirement**);
- f) Human resources capacity –organization employs a minimum of three permanent staff in its consultancy and training divisions (**minimum requirement**);
- g) Financial capacity - no debts towards budget exist;
- h) Annual financial turnover-minimum GEL 350,000 (per year) during the last 2 years (**minimum requirement**);
- i) Methodological capacity – It will be considered as asset if an organization has designed/adapted its own capacity building toolkits in public policy (with a focus on policy analysis, policy making, strategic planning, policy cycle process and linking policy planning and budgeting) and/or has the rights to use third-party proprietary public policy toolkits that has been utilized for at least three consecutive years for improved public policy making will be an asset

B. Proposed Methodology for the Completion of Services

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

C. Qualifications of Key Personnel

The Service Provider must provide:

- a) Names and qualifications of the key personnel that will perform the services indicating Team Leader, support personnel, all trainers, etc.;
- b) CVs demonstrating qualifications must be submitted;
- c) Written confirmation from each personnel that they are available for the entire duration of the contract.

The Service Provider team should include the following key experts with relevant experience:

- d) **Project Coordinator** - with at least 8 years of experience of management and coordination of consulting and training projects (**minimum requirement**);
- e) Experience in working with UN/UNDP will be considered an asset
- f) **Senior Trainer/Consultant** - with at least 10 years of relevant working experience in training delivery and coaching in the field of public policy (**minimum requirement**);
- g) Past experience as a senior civil servant will be considered as a strong asset;
- h) **At least five Trainers/Consultants** – each with at least 4 years of working experience in delivering public policy trainings (**minimum requirement**);
- i) **At least one International Consultant** with at least 5 years of working experience with Government policy making units internationally (**minimum requirement**); Experience in countries with advanced policy and planning institutions will be considered as asset.

D. Cost Breakdown per Deliverable

	Deliverables	Percentage of Total Price	Price (Lump Sum, All Inclusive)
1	Deliverable 1 (Detailed work plan; Final needs Assessment methodology; Needs assessment and relevant Report)	20%	
2	Deliverable 2 (Public Policy Training and Consultation package)	15%	
3	Deliverable 3 (Training in Public Policy)	25%	
4	Deliverable 4 (interim Report and schedule of consultations)	10%	
5	Deliverable 5 (consultations and coaching)	20%	
6	Deliverable 6 (Final Report)	10%	
	Total	100%	

E. Cost Breakdown by Cost Component

Description of Activity	Remuneration per day	Total Period of Engagement	No. of Personnel	Total Rate
I. Personnel Services				
Project Coordinator				
Senior Trainer/Consultant				
Trainer Consultant				
International Consultant				
II. Out of Pocket Expenses				
1. Travel Costs				
2. Daily Allowance				
3. Communications				
4. Others				

III. Other Related Costs				
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*[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 Forms

Summary of Technical Proposal Evaluation Forms		Score Weight	Points Obtainable
1.	Expertise of Firm / Organization	25%	25
2.	Proposed Methodology, Approach and Implementation Plan	25%	25
3.	Management Structure and Key Personnel	20%	20
Total			70

Technical Proposal Evaluation Form 1		Points obtainable
Expertise of the Firm/Organization		
1.1	At least 3 projects involving organizational needs assessment (minimum requirement) 3 projects – 4 points (Minimum Requirement) More than 3 – 5 points	5
1.2	At least 4 years' experience in public policy analysis and planning (minimum requirement); 4 years – 4 points (Minimum Requirement) More than 4 – 7 points	7
1.3	At least 4 projects combining training delivery and consultation/coaching on public policy analysis issues (minimum requirement)	5
1.4	Methodological capacity – It will be considered as asset if an organization has designed/adapted its own innovation building toolkit and/or has the rights to use third-party proprietary innovation building toolkits that has been utilized for at least three consecutive years for improved public policy making	2
1.5	Annual financial turnover - minimum GEL 350,000 (per year) during the last 2 years (minimum requirement)	3
1.6	Human resources capacity – organization employs a minimum of three permanent staff in its consultancy and training divisions (minimum requirement)	3
		25
Technical Proposal Evaluation Form 2		Points Obtainable
Proposed Methodology, Approach and Implementation Plan		
2.1	The proposer has presented methodology, approach, implementation plan and one sample training syllabus in public policy. Presented documents demonstrate full understanding of the task –10 points Presented documents demonstrate fair understanding of the task – 7 points (minimum requirement)	10
2.2	Have the important aspects of the task been addressed in sufficient detail? Fully addressed – 5 points Fairly addressed – 3 points (minimum requirement)	5

2.3	Is the presentation clear and is the sequence of activities and the planning logical, realistic and promise efficient implementation to the project? Fully responds – 10 Points Fairly responds – 7 Points (minimum requirement)	10
		25

Technical Proposal Evaluation Form 3			Points Obtainable
Management Structure and Key Personnel			
3.1	Project Coordinator		5
		Sub-Score	
	At least 8 years of experience of management and coordination of consulting and training projects (minimum requirement) 8 Years – 2 Points (minimum requirement) More than 8 – 3 points	3	
	Experience in working with UN/UNDP will be considered an asset	2	
		5	
3.2	Senior Trainer/Consultant		5
		Sub-Score	
	At least 10 years of relevant working experience in training delivery and coaching in the field of public policy (minimum requirement); 10 Years – 3 Points (minimum requirement) More than 10 – 4 points	4	
	Past experience as a senior civil servant will be considered as a strong asset	1	
		5	
3.3	At least five Trainers/Consultants – each with at least 4 years of working experience in delivering public policy trainings (minimum requirement)		5
		Sub-Score	
3.4	At least one International Consultant with at least 5 years of working experience with Government policy making units internationally 5 years – 3 points (minimum requirement) More than 5 years – 4 points	4	5
	Experience in countries with advanced policy and planning institutions will be considered as asset.	1	
		5	
	Total Part 3		20

Please note if the company does not comply any of the minimum requirements will be disqualified for further evaluation

Terms of Reference (TOR)

A. Project Title “Supporting Public Administration Reform in Georgia”

Training and Consultation Support (TCS) to public policy units of the ministries of Georgia in the framework of the project “Supporting Public Administration Reform in Georgia”.

B. Project Description

B.1. BACKGROUND

An effective, transparent and accountable public sector is key to attaining an open and responsive government. People around the world, including those in Georgia, have consistently identified the openness of the government as one of their highest priorities besides social issues.²

Reforming the public administration in Georgia to approach this shared vision is vital not only in promoting effective national policy making and subsequent implementation, but also in working towards integration with the Euro-Atlantic structures including harmonization of legislation and practices.

Georgia has demonstrated considerable progress over the last decade in public administration reform, starting from a very low baseline ten years ago and managing to achieve rapid modernization in several key areas. The most notable success has been in its fight against corruption, especially administrative corruption, which served as one of the main factors for undermining trust in public institutions. Significant advancements have also been made in increasing the quality as well as accessibility of public services through placing a stronger emphasis on users (citizens or organizations) and introducing innovative approaches into the way public services are delivered by means of establishing one-stop-shop models of public service delivery (e.g. public service halls), enhancing e-governance tools, etc.

Georgia’s transition to a parliamentary system of governance has been accompanied by a reform of the government administration in late 2012. The reform is domestically led and is based on previous successes, as well as a series of recommendations produced jointly by the EU and the Organisation for Economic Co-operation and Development (OECD) through their “Support for Improvement in Governance and Management” initiative.³

In 2015, the Administration of the Government of Georgia (AoG) adopted the “Public Administration Reform (PAR) Roadmap 2020,” which outlines the six major policy areas in its public administration reform efforts: policy development and cooperation, human resource management, accountability, service delivery, public finance management and local self-government.

² Within the Post-2015 “My World” survey, respondents, including Georgians, predominately identified an open and responsive government among the highest priorities.

³ <http://www.rai-see.org/anti-corruption-monitoring/242-support-for-improvement-in-governance-and-management-sigma.html>

These PAR efforts are in line with the citizen preferences revealed in the Post-2015 “My World” survey⁴, where the highest priorities were consistently an honest and responsive government and social issues. The Government’s PAR Roadmap 2015-2020 notes that public confidence in the government is directly associated with its capacity of ensuring effective, accessible, coordinated and consistent service delivery. In addition, under the context of globalization and regional integration, public administration needs to be increasingly flexible and able to respond in a quick and targeted fashion to changing contexts and emerging challenges.⁵

In 2015-2016, the Government began implementing the Action Plan for PAR Roadmap 2020. Throughout this period the main actions entailed the creation of the legislative basis for reforms in multiple areas, but especially as relates to Civil Service Reform (CSR), as well as the establishment of a baseline for reforms through the initiation of a functional review process in the line ministries. Alongside these efforts, measures have been taken to sustain highly visible successes that drive the public support for PAR reforms. Building on the system of Public Service Halls – innovative one stop shops for public service delivery – the concept of Community Centres (CC) continue to deliver public services to the rural areas complementing them with additional services targeting agricultural workers and rural inhabitants. Specific emphasis was placed on socially vulnerable populations, as well as the areas populated by ethnic minorities.⁶

Public Administration Reform also plays a major role in Georgia’s implementation of the Sustainable Development Goals (SDGs) 2016-2030, which the government has prioritized since their adoption in late 2015. The UN Country Team and the UNDP GRF in particular, through a strategic partnership with the AoG (both Policy and Innovations Unit and the Donor Coordination Unit), supports government efforts to both ‘nationalize’ and ‘mainstream’ SDG targets and indicators in line with the national priorities and aspirations. This is an ongoing process that will require additional monitoring and evaluation capacities. The present intervention is therefore expected to provide an effective vehicle to both address these needs and ensure coherent support and coordination with the international community.

Through its multi-year initiative, “Supporting Public Administration Reform in Georgia”, UNDP addresses a distinct package of specific, predetermined needs under the three (Policy development and Cooperation, Civil Service and Human Resource Management and Service Delivery) crucial areas within the PAR reform Roadmap.

The overall goal is to enhance the capability of the Government of Georgia to implement its national development agenda through a more effective, professionally trained, unified and independent public administration that delivers public services with greater accountability and responsiveness to citizens’ needs. The initiative intends to sustain, support and build key institutions and processes required for advancing the PAR reform through offering consultancy and capacity building. Development of professional and modern civil service and public administration are decisive for ensuring the resilience of Georgia to internal and external shocks, and for achieving the country human development objectives by ensuring citizens’ access to their rights and services, as well as facilitating development of better public policies.

B.2. RESULTS FRAMEWORK

⁴ <http://vote.myworld2015.org/>

⁵ Government of Georgia. Public Administration Reform (PAR) Roadmap 2015-2020

⁶ <http://www.freedomhouse.org/report/nations-transit/2013/georgia#.U00ZVPmulXY>;
<http://www.idfi.ge/?cat=researches&topic=119&lang=en>

The project contributes directly to the overall UN Partnership for Sustainable Development priority, which foresees that *by 2020, expectations of citizens of Georgia for voice, rule of law, public sector reforms, and accountability are met by stronger systems of democratic governance at all levels.*

The project supports development of an efficient public administration system with a stronger capacity of the government to implement a national development agenda that will strengthen the rule of law and improve conditions for democratic accountability.

The expected **outcome** of Supporting Public Administration Reform Project is:

Enhanced capability of the Government of Georgia to implement its national development agenda through a more effective, professionally trained, unified and independent Public Administration that delivers public services with greater accountability and responsiveness to citizens' needs.

The project under the current RFA will provide crucial contribution to the **Output 1 of the overall UNDP effort, which is formulated as follows:**

AoG senior staff ready to effectively manage (plan and implement) Public Administration Reform as a holistic change management process.

Indicator 1.1. Frequency of AoG leadership (HAoG /DHAoG, HoCSB) communicating directly on PAR vision objectives to the line ministries and the public. Number of PAR coordination meetings held and the proportion of the Action Plan tasks accomplished.

Indicator 1.2. Number of agencies using new policy planning and M&E practices. The PM cabinet showing qualitative improvement in assessing agencies' performance against SDG, OGP and AA objectives.

B.3. RATIONALE

One of the six areas outlined in PAR Roadmap 2020 that will undergo substantial transformations in the framework of the reform is Policy Development and Coordination. The aim of the reform in this regard is to "develop a policy making process by improving policy planning system, strengthening the link between policy planning and budgeting and building strong mechanisms for monitoring, evaluating and accountability"⁷. Based on the analysis of the current situation the following major problems were identified in the policy planning and coordination area:

1. **Low capacity of ministries in strategic planning, policy development and policy cycle process** - Policy planning departments/units in the ministries still face challenges in carrying out the key phases of the policy cycle: agenda setting (problem identification, deciding which issues deserve the most attention and defining the nature of the problem), policy formulation (setting objectives, identifying costs, choosing from a list of solutions, selecting policy instruments and planning), legitimation, implementation, monitoring and evaluation, policy maintenance, succession or termination. Moreover, the process how the strategies and action plans are being developed is not uniform and coherent. There is a lack of understanding of key concepts of policy cycle in general and strategic planning process in particular.
2. **Weak linkage between policy planning and budgeting process** - In many cases state agencies have lack of capacities/knowledge in budgetary processes. Number of strategies do not provide well

⁷ Government of Georgia. Public Administration Reform (PAR) Roadmap 2015-2020

- estimated budgets for the policy implementation. Planning processes needs to be clear, avoiding duplication and ensuring that plans are realistically budgeted, time-bound and affordable.
3. **Weak linkage between different policy documents** – Very often there is no clear linkage between different planning tools (national level strategies, multi-sectoral/sectoral strategies etc), staff in the ministries find difficulties to relate one strategy to another.
 4. **The level of knowledge and experience in policy planning and coordination mechanisms diverges across various ministries** – Not all ministries have the same level of development in the policy making area.

B.4. OBJECTIVES OF THE ASSIGNMENT

Under this Request for Proposals, UNDP is seeking for a Consulting Company/Institution to a) Conduct needs assessment of the policy units in all ministries of Georgia; b) Provide ministries of Georgia (representatives if their public policy units) with relevant trainings on public policy related issues; c) Provide on-the-job consultations and coaching to representatives of ministries' public policy units to produce relevant policy documents. **Consortiums consisting of two or more organizations are welcome to apply with a joint proposal.**

The main goal of the Training and Consultation Support (TCS) is to increase capacity of ministries' policy units in public policy analysis and thus improve the policy making process in the country, strengthen the link between policy planning and budgeting, enhance the nexus between policy planning and implementation and build strong mechanisms for monitoring, evaluating and accountability. International consultant is expected to use his/her experience with government policy making units internationally to ensure use of most contemporary knowledge and approaches in the project.

The Offeror is to operate in close collaboration with PAR project team in assessing the environment, and adjusting the intervention based on trends identified during the implementation of other project components.

For this purpose, the consultancy shall:

4. **Conduct needs assessment of policy units in all ministries;**
5. **Develop Public Policy Training and Consultation Package and conduct trainings;**
6. **Provide on-the-job consultations and coaching in each ministry.**

C. Scope of Services, Expected Outputs and Target Completion

C.1. METHODOLOGY

The contracted consultancy company/institution will work in close collaboration with the PAR Project team in assessment, planning, implementation and evaluation/adjustment phases of TCS activity. The consultancy company/institution must take into account UNDP Monitoring and Evaluation Guidelines and relevant programmatic documents, which will be supplied to the consultant at the beginning of the assignment.

Three key types of services will be delivered: a) needs assessment, b) training, c) follow up consulting/coaching.

- a) Needs assessment. The selected consultancy company/institution, in close communication with the project team and representatives of the Administration of the Government of Georgia will propose the assessment methodology that will:
- Analyze the expected outputs and results of the policy planning units (focusing on relevant legislation and regulations, explicit and implicit expectations of the AoG and the line ministries/agencies);
 - Analyze the current practices/outputs as well as the perceptions of both the policy units' staff and the relevant AoG department as to their efficiency and quality;
 - Conduct an indicative overview of the competency mix currently existing in the policy units;
 - Based on this analysis propose the training content and methodology best suited to bridge the existing capacity gaps of the policy units, keeping in mind the evolution of competencies in the short and medium-term perspective.
- b) Training – The consultancy company/institution will develop Training and Consultation package (including curricula and training schedule) based on the results of the needs assessment and deliver trainings in public policy analysis to representatives of policy units (**about 230 persons**) of all ministries of Georgia.
- c) Follow up consulting/coaching – The consultancy company/institution will consult and coach beneficiaries in parallel or after the trainings, to support production of relevant policy documents in each ministry.

Specific Activities

The contracted research company/institution will undertake the following tasks:

- Based on consultations with the project team and Administration of the Government of Georgia representatives, will finalize the proposed needs assessment methodology;
- Conduct needs assessment and provide relevant report;
- Based on needs assessment results and in consultation with the project team and Administration of the Government of Georgia representatives develop Public Policy Training and Consultation Package;
 - Propose areas of public policy analysis and planning in which beneficiaries need trainings;
 - Provide relevant learning material;
 - Suggest relevant pedagogic approach;
 - Identify level of expertise in beneficiaries and accordingly form groups consisting of not more than 15 participants;
 - Schedule training sessions in close coordination with ministries;
- Conduct trainings to representatives of public policy units of all ministries of Georgia (**about 230 persons**) and develop relevant report;
- Develop schedule of consultancy and coaching in close coordination with beneficiary agencies;
- Provide consultancy and coaching in parallel or after the trainings to support beneficiaries in production of relevant policy documents;
- Develop final report focusing on post-intervention evaluation and impact;
- Other relevant activities as deemed necessary during the implementation period.

C.2. EXPECTED OUTPUTS AND DELIVARABLES

The contracted research company/institution will be expected to provide the following outputs/deliverables:

- **Detailed work plan:** the RFP already describes general approaches and timelines. However, selected company is expected to submit a detailed work plan outlining company's strategy as well as a specific implementation timeline.
- **Needs assessment methodology:** the selected consultancy company/institution, in close communication with the project team and representatives of the Administration of the Government of Georgia will propose a needs assessment methodology that will aim to assess the expectations towards the policy units as well as their existing competencies and the perceptions of both unit staff and the key stakeholders.
- **Needs assessment report:** using the methodology, the company will develop a report which will suggest the best ways to bridge the identified gaps through training and ongoing hands-on support.
- **Public Policy Training and Consultation Package:** the package must include curricula and syllabi of trainings, learning materials, description of pedagogic approach, number and composition of groups and schedule of training sessions.
- **Training in public policy:** training must be conducted to representatives of policy units of all ministries of Georgia (**about 230 persons**).
- **Interim report and schedule of consultations:** after the first half of the training sessions have been completed, the consultancy company/institution will develop interim report, describing conducted activities as well as complications that might take place. The report should demonstrate the approach that the consultancy company/institution plans to take in order to overcome complications and ensure effectiveness of the intervention. In the same period, in consultation with beneficiary agencies and their representatives, the consultancy company/institution will develop the schedule of consultations that aim to support beneficiaries in production of relevant policy documents. The schedule must also indicate what type of policy documents each ministry will produce and relevant dates.
- **Consultations and coaching:** using the schedule of consultations, the selected company will support beneficiaries in selecting type of policy document to be produced as well as in developing them.
- **Final report:** the consultancy company/institution will develop final report, describing work performed, accomplishments made and achieved outcomes. The report should also outline further recommendations target ministries should follow in order to sustain, further advance and effectively put the acquired knowledge and practical skills into practice.

The contracted company/institution is responsible to provide timely and professional feedback to PAR project regarding the elements that might affect the quality, relevance and effectiveness of efforts undertaken during the implementation that might require adjustments in implementation pace or content.

TIMETABLE

The project should be conducted in the period during December 2017 and December 2018. Detailed plan of implementation will be agreed upon with UNDP Georgia during the first week of signing the relevant agreement.

The consulting company/institution is expected to deliver the outputs/deliverables according to the following schedule:

Deliverable	Content	Timing
Detailed work plan; Final Needs assessment methodology; Needs assessment and relevant report	Selected company is expected to submit a detailed work plan outlining work strategy. The selected consultancy company/institution, in close communication with the project team and representatives of the Administration of the Government of Georgia will finalize its proposed methodological approach. Using the methodology, the company will conduct needs assessment and develop the relevant report.	Within two months of the contract commencement (Out of which: detailed work plan – within two weeks, Final Needs Assessment methodology – within three weeks and Needs assessment and relevant Report within two months of the contract commencement)
Public Policy Training and Consultation Package	The package must include curricula and syllabi of trainings, learning materials, description of pedagogic approach, number and composition of groups and schedule of training sessions.	Within three months of the contract commencement
Training in public policy	Training must be conducted to representatives of policy units of all ministries of Georgia.	Within nine months of the contract commencement
Interim report and schedule of consultations	After the first half of the training sessions have finished, the consultancy company/institution will develop interim report, describing conducted activities as well as complications that might take place. The report should demonstrate the approach that the consultancy company/institution plans to take in order to overcome complications and ensure more effectiveness. In the same period, in consultation with beneficiary agencies and their representatives, the consultancy company/institution will develop the schedule of consultations that aim to support beneficiaries in production of relevant policy documents. The schedule must also indicate what type of policy documents each ministry will produce and relevant dates.	Within seven months of the contract commencement
Consultations and coaching	Using the schedule of consultations, the selected company will support beneficiaries in selecting type of policy document to be produced as well as in developing it.	Within 12 months of the contract commencement
Final report	The consultancy company/institution will develop final report, describing all conducted activated and achieved outcomes.	Within 12 months of the contract commencement

E. Institutional Arrangement

E.1. SUPERVISION

The work of service provider will be directly supervised by the PAR Project Manager and Public Policy Specialist. The service provider will be directly responsible to, reporting to, seeking approval from, and obtaining certificate of acceptance of outputs from the above mentioned persons. In addition, the respective project team will be responsible to share relevant documents, contact details and other necessary information with the service provider for accomplishment of the baseline study.

E.2. REPORTING

The service provider, in addition to the deliverables, is expected to provide monthly progress reporting.

E.3. IMPLEMENTING PARTNERS

During the implementation, the service provider is expected to interact with/interview the implementing partners of the "Supporting Public Administration Reform in Georgia" project, that are: Administration of the Government of Georgia (AoG) and line ministries whose list and contact details will be provided to the service provider by the commencement of the contract.

F. Duration of Work

Duration of consultancy service is expected to start in December 2017 and end by December 2018.

G. Location of Work

All activities will be performed in Tbilisi, Georgia.

H. Qualifications of the Successful Service Provider at Various Levels

H.1. EXPERTISE OF THE SERVICE PROVIDER

The service provider must demonstrate the capacity and ability to manage and carry out the TCS for in terms of past relevant experience, economic and financial capacity, general management, availability of qualified professional staff, and the demonstrated ability. Thus, service provider should demonstrate:

- a) Profile – describing the nature of business, field of expertise, licenses, certifications, accreditations; Business Licenses – Registration Papers, Tax Payment Certification, etc.
- b) Track Record – list of clients for similar services as those required by UNDP, indicating description of contract scope, contract duration, contract value, contact references;
- c) At least 3 projects involving organizational needs assessment (**minimum requirement**);
- d) At least 4 years' experience in public policy analysis and planning (**minimum requirement**);
- e) At least 4 projects combining training delivery and consultation/coaching on public policy analysis issues (**minimum requirement**)

- f) Human resources capacity –organization employs a minimum of three permanent staff in its consultancy and training divisions (**minimum requirement**);
- g) Financial capacity - no debts towards budget exist;
- h) Annual financial turnover-minimum GEL 350,000 (per year) during the last 2 years (**minimum requirement**);
- i) Methodological capacity – It will be considered as asset if an organization has designed/adapted its own capacity building toolkits in public policy (with a focus on policy analysis, policy making, strategic planning, policy cycle process and linking policy planning and budgeting) and/or has the rights to use third-party proprietary public policy toolkits that has been utilized for at least three consecutive years for improved public policy making will be an asset

H.2. KEY PERSONNEL

The company/institution should provide an organization chart of the team structure, together with a description of the composition of the team and task assignment. The eventual total size of the team will depend on the phases and activities of the survey. The research company/institution should propose the project key personnel with the following minimum qualifications:

- j) Names and qualifications of the key personnel that will perform the services indicating Team Leader, support personnel, all trainers, etc.;
- k) *CVs demonstrating qualifications must be submitted;*
- l) *Written confirmation from each personnel that they are available for the entire duration of the contract.*

The Service Provider team should include the following key experts with relevant experience:

- m) ***Project Coordinator*** - with at least 8 years of experience of management and coordination of consulting and training projects (**minimum requirement**);
- n) Experience in working with UN/UNDP will be considered an asset;
- o) **Senior Trainer/Consultant** - with at least 10 years of relevant working experience in training delivery and coaching in the field of public policy (**minimum requirement**);
- p) Past experience as a senior civil servant will be considered as a strong asset;
- q) **At least five Trainers/Consultants** – each with at least 4 years of working experience in delivering public policy trainings (**minimum requirement**);
- r) **At least one International Consultant** with at least 5 years of working experience with Government policy making units internationally (**minimum requirement**); Experience in countries with advanced policy and planning institutions will be considered as asset.

J. Recommended Presentation of Proposal

The Proposal should be submitted according to the forms and instructions given in the RFP.

K. Criteria for Selecting the Best Offer

Selection of service provider will be based on Combined Scoring method – where the qualifications and methodology (Technical Proposal) will be weighted a maximum of 70%, and combined with the price offer (Financial Proposal) which will be weighted a maximum of 30%.
