



REQUEST FOR PROPOSAL (RFP)

UNDP Georgia Project Improving Rural Development in Georgia/ENPARD3	DATE: May 29, 2019 REFERENCE: 00101419
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Dear Sir / Madam:

We kindly request you to submit your Proposal for **providing support to Institutional Strengthening of the Ministry of Environmental Protection and Agriculture 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 PM, Friday, June 14, 2019 via courier mail in sealed envelopes as described to the address below:

United Nations Development Programme

UN House 9, Eristavi St. Tbilisi, 0179, Georgia

Nodar Kereselidze "Improving Rural Development in Georgia" National Project Manager

nodar.kereselidze@undp.org

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

A pre-proposal conference will be held on:

Time: 16:00 PM

Date: 5 June 2019

Venue: IRDG Project Office, VII Floor, 14 Mtskheta Street. 0179 Tbilisi, Georgia

The UNDP focal point for the arrangement:

Ms. Liliana Gureshidze; E-mail: liliana.gureshidze@undp.org; Telephone: 577 343 341.

The Technical Proposal and the Financial Proposal envelopes MUST BE COMPLETELY SEPARATE and each of them must be submitted sealed individually and clearly marked on the outside as either "TECHNICAL PROPOSAL" or "FINANCIAL PROPOSAL", as appropriate. Each envelope SHALL clearly indicate the name of the Bidder. The outer envelopes shall:

Bear the name and address of the bidder;

Be addressed to UNDP;

Bear a warning that states "Not to be opened before the time and date for proposal opening".

If the envelopes and packages with the Proposal are not sealed and marked as required, UNDP shall assume no responsibility for the misplacement, loss, or premature opening of the Proposal.

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,



Nodar Kereselidze
National Project Manager
29/05/2019

Description of Requirements

Context of the Requirement	<p>UNDP project “Improving Rural Development in Georgia” under EU-funded ENPARD 3 has at its core a cross-cutting capacity development component for public sector agencies and officials as well as for all structural units involved in formulating and implementing rural development policy. Capacity Development measures should provide resources for reducing, if not eliminating, the institutional bottlenecks to the synergistic design, delivery and M&E of the rural development strategy and action plan; further support is needed for increasing operational efficiency and performance effectiveness of relevant frontline structural units involved in laying down the general policy framework, for better coordination and consistency/complementarity with other national policies and for making the RD intervention logic more supportive for diversification of rural activities. These includes inter alia support in achieving clarity of functions with respect to the RD policy design, delivery and M&E.</p> <p>The overall objective of the UNDP technical support is to achieve tangible improvements in the human and institutional capacity of the Ministry of Environmental Protection and Agriculture which plays strategic role in Georgia’s rural development agenda, in direct alignment with the EU approximation process and Rural Development Policy objectives.</p>
Implementing Partner of UNDP	Ministry of Environmental Protection and Agriculture of Georgia
Brief Description of the Required Services	The overall objective of the technical assistance is to support the Ministry of Environmental Protection and Agriculture of Georgia and its subordinated bodies (such as LEPL Education and Information Center and LEPL Agriculture and Rural Development Agency formerly known as APMA) in improving organizational business processes and strengthening human resource management system and practice.
List and Description of Expected Outputs to be Delivered	For Detailed Description of Services Required and objectives refer to Annex 4 – Terms of Reference (ToR)
Person to Supervise the Work/Performance of the Service Provider	“Improving Rural Development in Georgia” National Project Manager “Improving Rural Development in Georgia” Capacity Development Adviser
Frequency of Reporting	<i>Bimonthly and upon deliverables, as per Annex 4 - TOR</i>
Progress Reporting Requirements	Bimonthly
Location of work	Tbilisi, Georgia
Expected duration of work	Up to 150 calendar days after signing the Contract
Target start date	Mid-July 2019
Latest completion date	Mid-December 2019
Travels Expected	N/A
Special Security Requirements	<input checked="" type="checkbox"/> N/A
Facilities to be Provided by UNDP (i.e., must be excluded from Price Proposal)	<input checked="" type="checkbox"/> Others N/A
Implementation Schedule indicating	<input checked="" type="checkbox"/> Required

breakdown and timing of activities/sub-activities					
Names and curriculum vitae of individuals who will be involved in completing the services	<input checked="" type="checkbox"/> Required <i>Refer to Annex 2 – Section C – Qualifications of Key Personnel.</i>				
Currency of Proposal	<input checked="" type="checkbox"/> GEL				
Value Added Tax on Price Proposal	<input checked="" type="checkbox"/> must be exclusive of VAT and other applicable indirect taxes				
Validity Period of Proposals (<i>Counting for the last day of submission of quotes</i>)	<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
	Report on the status and problems encountered in connection with organizational strengthening of ARDA, actions taken to resolve them, and any pertinent recommendations (tasks a) and b) of the ToR).	25%	September 2019	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.	
	Final report covering all aspects described in the tasks from c) to j) including agreed HRM model, documented HRM business processes and streamlined business processes of the LEPL Education and Information Center.	25%	October 2019		
	Final report covering all aspects described in the tasks from k) to n) of the Terms of Reference including all business processes, together with those that need to be optimized, documented down to the position level of the selected Departments of MEPA.	25%	November 2019		
	Final Report which shall summarize the main activities completed during the reporting period, problems encountered, actions taken to resolve them, and any pertinent recommendations.	25%	December 2019		
Person(s) to review/inspect/ approve completed services and authorize the disbursement of payment	"Improving Rural Development in Georgia" National Project Manager				
Type of Contract to be Signed	<input checked="" type="checkbox"/> Contract for Professional Services				

Criteria for Contract Award	<p><input checked="" type="checkbox"/> Highest Combined Score (based on the 70% technical offer and 30% price weight distribution) respectively, where the minimum passing score of technical proposal is 70%.</p> <p>Detailed breakdown of points obtainable is provided in Technical Proposal Evaluation Form - Annex 5.</p> <p><input checked="" type="checkbox"/> Full acceptance of the UNDP Contract General Terms and Conditions (GTC). This is 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.</p>
Criteria for the Assessment of Proposal	<p><u>Technical Proposal (70%)</u></p> <p><input checked="" type="checkbox"/> Qualifications of the Service Provider 30 %</p> <p><input checked="" type="checkbox"/> Methodology and Process, its Appropriateness to the Condition and Timeliness of the Implementation Schedule 30 %</p> <p><input checked="" type="checkbox"/> Management Structure and Qualifications of Key Personnel 40 %</p> <p><u>Financial Proposal (30%)</u></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>If the offeror does not meet any of the minimum technical qualification criteria/requirements defined in the forms 1, 2, and 3 of the Technical Proposal Evaluation (presented below), it will be given score (0) zero and will be automatically disqualified and there is no more need for further evaluation of disqualified offeror.</p>
UNDP will award the contract to:	<input checked="" type="checkbox"/> One or only one Service Provider.
Annexes to this RFP	<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"/> Technical Proposal Evaluation Form (Annex 5)</p> <p><input checked="" type="checkbox"/> Financial Proposal Form (Annex 6)</p>
Contact Person for Inquiries (Written inquiries in English only) ¹	<p>Ivane Shamugia, "Improving Rural Development in Georgia", Capacity Development Adviser. E-mail: ivane.shamugia@undp.org</p> <p>Any delay in UNDP's response shall not be used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers.</p>
Deadline for submitting requests for clarifications/ questions	5 days before the submission deadline
Other Information [pls. specify]	N/A

¹ This contact person and address is officially designated by UNDP. If inquiries are sent to other person/s or address/es, even if they are UNDP staff, UNDP shall have no obligation to respond nor can UNDP confirm that the query was received.

FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL

(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery²)

Tbilisi, Georgia
[insert: Date]

To: Nodar Kereselidze, "Improving Rural Development in Georgia" National Project Manager

Dear Sir/Madam:

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

A. Qualifications of the Service Provider

The Service Provider Organization 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;
- b) Track Record indicating description of list of clients, contract scope, contract duration, contract value, contract references;
- 1b. At least 5 years of a proven track record in organizational performance measurement, organizational development and HRM related service **(minimum requirement)**;
- c) Letters of recommendation;
- 1c. 2 letters of recommendation from previous **similar** assignments as those required by this RFP **(minimum requirement)**;
- d) Business Licenses – Registration Papers, Tax Payment Certification issued by the Revenue Authority evidencing that the Proposer is updated with its tax payment obligations and certificate of No Debts towards budget **(minimum requirement)**;
- e) Financial Statements:
- 1e. Bank letter evidencing financial turnover for the last 3 years. Minimum required annual turnover is USD 100,000 per year and a bank requisite **(minimum requirement)**;
- f) Quality Assurance Procedure **(minimum requirement)**;
- g) Written Self-Declaration that the company is not in the UN Security Council 1267/1989 List, UN Procurement Division List or other UN Ineligibility List;
- h) If the Bidder is a group of legal entities that will form or have formed a Joint Venture (JV), Consortium or Association for the Proposal, they shall confirm in their Proposal that : (i) they have designated one party to act as a lead entity, duly vested with authority to legally bind the members of the JV, Consortium or Association jointly and severally, which shall be evidenced by a duly notarized Agreement among the legal entities, and submitted with the Proposal; and (ii) if they are awarded the contract, the contract shall

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

be entered into, by and between UNDP and the designated lead entity, who shall be acting for and on behalf of all the member entities comprising the joint venture.

The description of the organization of the JV, Consortium or Association must clearly define the expected role of each of the entity in the joint venture in delivering the requirements of the RFP, both in the Proposal and the JV, Consortium or Association Agreement. A JV, Consortium or Association in presenting its track record and experience should clearly differentiate between those that were undertaken together by the JV, Consortium or Association and those that were undertaken by the individual entities of the JV, Consortium or Association.

Previous contracts completed by individual experts working privately but who are permanently or were temporarily associated with any of the member firms cannot be claimed as the experience of the JV, Consortium or Association or those of its members, but should only be claimed by the individual experts themselves in their presentation of their individual credentials.

JV, Consortium or Associations are encouraged for high value, multi-sectoral requirements when the spectrum of expertise and resources required may not be available within one firm.

B. Proposed Methodology and Process for the Completion of Services

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

C. Qualifications of Key Personnel

The Service Provider must provide:

- a) Names and qualifications of the key personnel that will perform the services.
- b) CVs demonstrating qualifications:
 - (1) **Team Leader/Organizational Development Expert** with at least 5 years of professional experience in areas such as improving governance structures, business processes and organizational development (**minimum requirement**);
Experience as a team leader or coordinator responsible for the provision of guidance to a group of experts in the delivery of projects is an asset.
 - (2) **Organizational Performance Assessment Consultant** with at least 5 years of professional experience in areas such as organizational capacity assessment, performance assessment and business process mapping (**minimum requirement**);
 - (3) **Human Resource Management Expert** with at least 5 years in working with difference public (governmental) organizations in an advisory or consultancy role, assisting them to understand and implement HR policies, HR system tools and procedures (**minimum requirement**);
 - (4) **Training and HR Development Specialist** with at least 5 years of demonstrated hands-on experience in human resource management, performance management and/or developing competency frameworks (**minimum requirement**);
 - (5) **Information Collection and Analysis Assistant** with at least 3 years of experience of contribution in the work on human and institutional capacity development (**minimum requirement**);
 - (6) One additional staff if deemed appropriate by the contractor to fulfill the requirements of the TOR.

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

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

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

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

2.0 SOURCE OF INSTRUCTIONS:

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

3.0 CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES:

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

4.0 ASSIGNMENT:

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

5.0 SUB-CONTRACTING:

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

6.0 OFFICIALS NOT TO BENEFIT:

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

7.0 INDEMNIFICATION:

The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, UNDP, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Contractor, or the Contractor's employees, officers, agents or sub-contractors, in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents,

servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.

8.0 INSURANCE AND LIABILITIES TO THIRD PARTIES:

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

9.0 ENCUMBRANCES/LIENS:

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

10.0 TITLE TO EQUIPMENT:

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

11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

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

the Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for the UNDP.

- 11.2** To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, the UNDP does not and shall not claim any ownership interest thereto, and the Contractor grants to the UNDP a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.
- 11.3** At the request of the UNDP; the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to the UNDP in compliance with the requirements of the applicable law and of the Contract.
- 11.4** Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract shall be the property of the UNDP, shall be made available for use or inspection by the UNDP at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNDP authorized officials on completion of work under the Contract.

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

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

13.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:

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

- 13.1** The recipient ("Recipient") of such information shall:
 - 13.1.1** use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate; and,
 - 13.1.2** use the Discloser's Information solely for the purpose for which it was disclosed.
- 13.2** Provided that the Recipient has a written agreement with the following persons or entities requiring them to treat the Information confidential in accordance with the Contract and this Article 13, the Recipient may disclose Information to:
 - 13.2.1** any other party with the Discloser's prior written consent; and,
 - 13.2.2** the Recipient's employees, officials, representatives and agents who have a need to know such Information for purposes of performing obligations under the Contract, and employees officials, representatives and agents of any legal entity that it controls it, or with which it is under common control, who have a need to know such

Information for purposes of performing obligations under the Contract, provided that, for these purposes a controlled legal entity means:

- 13.2.2.1** a corporate entity in which the Party owns or otherwise controls, whether directly or indirectly, over fifty percent (50%) of voting shares thereof; or,
- 13.2.2.2** any entity over which the Party exercises effective managerial control; or,
- 13.2.2.3** for the UNDP, an affiliated Fund such as UNCDF, UNIFEM and UNV.

- 13.3** The Contractor may disclose Information to the extent required by law, provided that, subject to and without any waiver of the privileges and immunities of the United Nations, the Contractor will give the UNDP sufficient prior notice of a request for the disclosure of Information in order to allow the UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.
- 13.4** The UNDP may disclose Information to the extent as required pursuant to the Charter of the UN, resolutions or regulations of the General Assembly, or rules promulgated by the Secretary-General.
- 13.5** The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder.
- 13.6** These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.

14.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

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

15.0 TERMINATION

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

16.0 SETTLEMENT OF DISPUTES

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

17.0 PRIVILEGES AND IMMUNITIES:

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

18.0 TAX EXEMPTION

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

18.2 Accordingly, the Contractor authorizes UNDP to deduct from the Contractor's invoice any amount representing such taxes, duties or charges, unless the Contractor has consulted with the UNDP before the payment thereof and the UNDP has, in each instance, specifically authorized the Contractor to pay such taxes, duties or charges under protest. In that event, the Contractor shall provide the UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

19.0 CHILD LABOUR

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

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

20.0 MINES:

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

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

21.0 OBSERVANCE OF THE LAW:

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

22.0 SEXUAL EXPLOITATION:

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

23.0 AUTHORITY TO MODIFY:

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

Terms of Reference (ToR)

Institutional Strengthening of the Ministry of Environmental Protection and Agriculture of Georgia

1. Background

Article 333 of the Association Agreement (Cooperation between the Parties in the field of agriculture and rural development) provides with the clauses on “facilitating the mutual understanding of agricultural and rural development policies”. Article 332 of the Association Agreement states that the “Parties shall cooperate to promote agricultural and rural development, in particular through progressive convergence of policies and legislation”. A National Rural Development Strategy elaboration process has been supported by FAO and UNDP within the framework of EU supported ENPARD. The strategy represents a new approach to rural development in Georgia grounded on the European Union practice and the EU Member State (MS) knowledge and experience in this field.

The adoption of the national strategy was followed by the establishment of an Inter-Agency Coordination Council (hereinafter referred to as IACC) for Rural Development which is led by the Ministry of Environment Protection and Agriculture of Georgia. The Ajara Rural Development Strategy approved by the Government of Autonomous Republic was followed by the establishment of the Rural Development Council of Ajara (hereinafter referred to as RDC) which is chaired by the head of A.R. Government. Both Councils coordinate the implementation of rural development policies and promote cooperation and coordination between and among its members. The membership of IACC and RDC involves representatives from various state agencies/line ministries, grouped under the 3 pillars of the Rural Development Strategy: economic, environment and social. Thematic Working Groups were established to contribute to advances in knowledge about rural development and enable the Strategy and respective Action Plans to become more effective in terms of delivering sustainable rural development outcomes.

Due to structural and functional reorganization of the Government of Georgia, announced in November 2017 and implemented in December 2017, followed by the second wave of Government reshuffle announced by the newly-appointed Prime-Minister in June 2018 and finalized in September 2018 (changes in the Law of Georgia on the Structure, Authority and Rules of Operation of the Government of Georgia), the composition of the Inter-Agency Coordination Council (IACC) changed. Also, the counterpart Ministry was affected. The environment component of the Ministry of Environment and Natural Resources Protection has been merged with the Ministry of Agriculture to form the Ministry of Environmental Protection and Agriculture (MEPA). This change resulted in challenges in terms of reconstituting institutional arrangements and functional distribution, but the change also facilitates the cooperation with MEPA in relation to the implementation of the environmental component of the Project Improving Rural Development in Georgia (IRDG) under the EU ENPARD III programme.

UNDP project “Improving Rural Development in Georgia” (IRDG) under EU-funded ENPARD 3 has at its core a cross-cutting capacity development component for public sector agencies and officials as well as for all structural units involved in formulating and implementing rural development policy. Capacity Development measures should provide resources for reducing, if not eliminating, the institutional bottlenecks to the synergistic design, delivery and M&E of the rural development strategy and action plan; further support is needed for increasing operational efficiency and performance effectiveness of relevant frontline structural units involved in laying down the general policy framework, for better coordination and consistency/complementarity with other national policies and for making the RD intervention logic more supportive for diversification of rural activities. These include inter alia support in achieving clarity of functions with respect to the RD policy design, delivery and M&E.

During the introduction of the new rural development concept in Georgia, there was a limited understanding and a notable absence of the vision for institutional development related to rural

development policy within the frontline departments across various ministries. Aiming to addressing these challenges, there has been a clear recognition within the Government that rural development policy without a recognizable governance structure and means of delivery would struggle to have any impact and there has been a large leap in demand to manage the change process and a gradual expansion of demand for capacity development services and products.

The new strategy 2020+ will demonstrate further the scale and ambition of the new rural development 'doctrine' grounded on the successful European practice and its implementation emphasizes the importance of governance structures that ensure a comprehensive stakeholder engagement at national level and the role of the Ministry of Environmental Protection and Agriculture as a key driver of intergovernmental work providing leadership and support to successful partnerships.

MEPA has been through the series of institutional change since late 2017, when Ministry of Agriculture and Ministry of Environmental Protection and Natural Resources Management merged. The merging process also caused changes in business processes and workflow planning and management, changes in capacities and capabilities of human capital and demands higher scale of communication and coordination within the Ministry and its' system.

Although the merger was completed in March 2018, the changes in institutional arrangements within MEPA system are still ongoing, namely:

- As the Government of Georgia should align with the EU *acquis communautaire* in the field of agriculture and rural development, the introduction of a more "EU like" allocation of functions and processes is in focus, taking Georgian reality into account. For planning and implementing RDP, the Ministry of Environmental Protection and Agriculture will be responsible for those aspects, which are in line with EU MS practice through setting up a Managing Authority;
- APMA reorganization is planned with the goal for it to become agriculture and rural development Paying Agency (ARDA). Furthermore, the decision to merge the Agricultural Cooperatives Development Agency with APMA has been made;
- The training unit within the Agricultural Projects Management Agency (APMA) has been moved to LEPL Education and Information Center, IT development and service function for all structural units under the Ministry was assigned to the Center.

At present, the Ministry and its subordinated agencies represent a comprehensive system that is mandated to develop, implement, monitor and evaluate the policies and action plans in two major inter-related areas – environmental protection and agriculture with several areas, which are complementary or partially competing. As mentioned above, MEPA has undertaken series of restructuring activities that have resulted in changes in organizational arrangement, human capital reallocation and changes in major business processes. Furthermore the sheer amount of processes and complexity of organizational structure have increased substantially, since the mandate of the Ministry has become more complex. The Ministry lacks a robust internal communication style enabling smooth, effective and timely communication of corporate objectives, targets, achievements or challenges across the departmental lines.

The scope of the Human Resource (HR) function at the Ministry is not efficiently developed and does not match good practices. The HRM is mainly limited to personnel matters and are primarily administrative in nature, while in organizations with effective human capital management systems, HR function covers a wide range of workforce management issues including workforce planning, staff performance management, training, internal communications and knowledge management. The Ministry needs to develop effective tools required to manage individual and organizational performance, culture and changes.

The overall objective of the UNDP technical support is to achieve tangible improvements in the human and institutional capacity of the Ministry of Environmental Protection and Agriculture which plays strategic role in Georgia's rural development agenda, in direct alignment with the EU approximation process and Rural Development Policy objectives.

2. Scope of work

The ultimate goal of the IRDG Project is to help project partners improve performance in critical areas leading to measurable results in achieving the organizations' rural development policy (RDP) goals and objectives. The specific objective of the technical assistance is to support the Ministry of Environmental Protection and Agriculture of Georgia and its subordinated bodies in improving organizational business processes and strengthening human resource management system and practice.

The scope of the intervention includes the activities focused on describing, documenting, and streamlining business processes of the Department of Policy and Analytics, the Department of Agriculture, Food Safety and Rural Development and LEPL Education and Information Center under the Ministry of Environmental Protection and Agriculture. Mapping and improving business processes at the Ministry will enable the institution to enhance its organizational performance and bolster its institutional effectiveness as a whole.

In order to ensure provision of quality results and enable anticipated outcomes of intervention, contractor will employ the following basic principles when conducting the consultancy services:

Holistic	Streamlining critical business processes (incl. policy planning, implementation monitoring and evaluation) and human capital development processes will be considered in relations to other operating and support systems within MEPA; The contractor will provide recommendations; develop all systems (according to the scope of work of intervention) and organizational performance improvement solutions in alignment with the Ministry's objectives and needs. The contractor will actively engage the relevant staff of MEPA and its subordinated bodies to ensure the transfer of knowledge and expertise, as well as continuity of results of the human and institutional capacity development effort. Consultants will work in cooperation with international experts in charge of support for setting-up a Managing Authority and Rural Development Paying Agency under the Ministry.
Aligned	
Inclusive	

UNDP will not provide the venue, transportation, technical set-up and other logistical arrangements needed. The contractor shall include all respective costs into the financial proposal. Service provider personnel will be expected to prepare relevant material for events related to the scope of work, namely presentation slides, info-graphics, core messages and findings as well as presenting them during the IRDG Project events.

The Contractor will be expected to provide professional services through the following main activities:

Agriculture and Rural Development Agency (ARDA)

- a) Assist the Agency (formerly known as Agricultural Project Management Agency - APMA) in the process of structural and functional reorganization;
- b) Review and summarize the problems encountered in connection with organizational strengthening of ARDA, actions taken to resolve them, and any pertinent recommendations.

Expected output:

- Report on the status and problems encountered in connection with organizational strengthening of ARDA, actions taken to resolve them, and any pertinent recommendations.

HRM and Human Capital Development:

- c) Support the Ministry in the development of HRM system oriented not to the compliance but organizational needs through streamlining/deploying HRM business processes that involve not only HRM division but also other structural units of the Ministry;
- d) Support in establishment of a unified business processes between Ministry's HRM division and HRM divisions of subordinated agencies;
- e) Assist the Ministry to institutionalize human resource management system aligned with the core principles and framework requirements laid down in Georgian legislation;

- f) Provide hands-on assistance and on-the-job training to the respective staff, senior and middle-level management to pilot and implement HRM policy and procedures.

Expected outcome:

- HRM system supports fulfilling the mandate of the Ministry;
- HRM processes of the Ministry and its constituent organizations are aligned and streamlined;
- A holistic approach to capacity development of human capital is in place.

Expected output:

- HRM system model selected and agreed; HRM business processes are unified and documented.

Education and Information Center

- g) Assist the Education and Information Center with its efforts to improve its business processes so that the center is better able to operate and fulfil its mandate;
- h) Implementation of human capital development needs assessment and business process streamlining within LEPL Information and Education Center (Training Center).
- i) Business process streamlining with the Ministry's HRM division;
- j) Streamlining internal business processes for planning, development of programmes, and assessment of impact of implemented programmes;

Expected outcome:

- Human capital development is planned, organizational activities are planned and implemented based on human capital development needs;
- The Education and Information Center employees are performing their functions following streamlined processes.

Expected output:

- All business processes, including those that need to be optimized, are documented down to the position level.

Organizational Performance Improvement of the selected Departments:

- k) Provide methodological guidance to the Department of Policy and Analytics and the Department of Agriculture, Food Safety and Rural Development of the Ministry of Environmental Protection and Agriculture of Georgia with their efforts to improve business processes so that the Departments are better able to operate and fulfil their mandate of rural development strategy and action planning and implementation;
- l) Review and map critical business processes that enables unified understanding of workflow within the Ministry and enables delegation of responsibilities from top level management to the targeted departments level on policy analysis, planning and monitoring/evaluation processes, as well as workflow processes between subordinated agencies and the targeted departments;
- m) Conduct assessment to define which business processes should be optimized, document and where necessary optimize all business processes down to the position level;
- n) Identify a unit/respective staff within the Ministry, which could be accountable for institutional development oversight and facilitation.

Expected outcome:

- Ministry's capacity in rural development programming is improved, enabling organization to independently run the process without outside support;
- The Ministry's respective departments in charge of RDP design and delivery operate effectively and efficiently due to streamlined business processes and appropriate distribution of functions;
- The policy planning, implementation monitoring & evaluation process is unified and streamlined;
- The coordination among the Ministry's structural units is improved.

Expected output:

- All business processes, including those that need to be optimized, are documented down to the position level.

3. Duration of work

The work should be finalized within 150 calendar days after signing the contract. The implementation period of the activities is Mid-July 2019 – Mid-December 2019.

4. Location of work

Tbilisi, Georgia

5. Deliverables

During the above-mentioned period, the contractor shall produce and complete the following deliverables:

	Deliverable	Timing
1	Report on the status and problems encountered in connection with organizational strengthening of ARDA, actions taken to resolve them, and any pertinent recommendations (tasks a) and b) of the ToR).	September 2019
2	Final report covering all aspects described in the tasks from c) to j) including agreed HRM model, documented HRM business processes and streamlined business processes of the LEPL Education and Information Center.	October 2019
3	Final report covering all aspects described in the tasks from k) to n) of the Terms of Reference including all business processes, together with those that need to be optimized, documented down to the position level of the selected Departments of MEPA.	November 2019
4	Final Report which shall summarize the main activities completed during the reporting period, problems encountered, actions taken to resolve them, and any pertinent recommendations.	December 2019

All deliverables should be submitted in Georgian and in English.

Bimonthly reports should be submitted only in English.

The Service Provider must provide names and qualifications of the key personnel that will perform the services as referenced in Annex 2 Section C.

Key Personnel		Period of Engagement
1	Team Leader/Organizational Development Expert	45 days
2	Organizational Performance Assessment Consultant	35 days
3	Human Resource Management Expert	35 days
4	Training and HR Development Specialist	25 days
5	Information Collection and Analysis Assistant	20 days
	One additional staff if deemed appropriate by the contractor	

6. Eligibility Criteria

Evaluation and selection of the most responsive proposals

Evaluation and selection of the most responsive proposals will be conducted through applying the Combined Scoring Method, using the 70% - 30% distribution for technical and financial proposals, respectively.

If the offeror does not meet any of the minimum technical qualification criteria/requirements defined in the forms 1, 2, and 3 of the Technical Proposal Evaluation (presented below), it will be given score (0) zero and will be automatically disqualified and there is no more need for further evaluation of disqualified offeror.

Technical Proposal Evaluation Form

Summary of Technical Proposal Evaluation Forms		Score Weight	Points Obtainable
1.	Qualifications of the Service Provider	30%	300
2.	Methodology and Process, its Appropriateness to the Condition and Timeliness of the Implementation Schedule	30%	300
3.	Management Structure and Key Personnel	40%	400
Total			1000

If the offeror does not meet any of the minimum technical qualification criteria/requirements defined in the forms 1, 2, and 3 of the Technical Proposal Evaluation (presented below), it will be given score (0) zero and will be automatically disqualified and there is no more need for further evaluation of disqualified offeror.

Technical Proposal Evaluation Form 1		Sub-score	Points obtainable
Qualifications of the Service Provider (Firm/Organization) and Financial Capacity			
1.1	Financial stability		100
	Certificate of No Debts towards Budget (minimum requirement)	30 points	
	Bank letter for the last 3 years evidencing the annual turnover of the organization no less than USD 100,000.00 (USD 100,000.00 per year is a minimum requirement)	40 points	
	Bank letter for the last 3 years evidencing the annual turnover of the organization more than USD 100,000.00 (10 points for every additional \$50,000.00, but no more than 30 points)	70 points	
1.2	Reputation of the Organization		50
	2 letters of recommendation from previous similar assignments as those required by this RFP (minimum requirement)	30 points	
	More than two recommendation letters	50 points	
1.3	Quality assurance procedures		50
	Quality assurance procedures/management structure and reporting tools (minimum requirement)	50 points	
1.4	Relevance of Specialized Knowledge		100
	At least 5 years of a proven track record in organizational performance measurement, organizational development and HRM related service (minimum requirement)	60 points	
	More than At least 5 years of a proven track record in organizational performance measurement, organizational development and HRM service (10 points for every additional 1 year, but no more than 40 points)	100 points	
	Total for the Expertise of Firm / Organization		300

Technical Proposal Evaluation Form 2		Sub-score	Points Obtainable
Proposed Methodology and Implementation Schedule			
2.1	To what degree does the Proposer understand the task?		20
	Fair understanding of the task (minimum requirement)	10 points	
	Full understanding of the task	20 points	
2.2	Have the important aspects of the task been addressed in sufficient detail?		30
	Addressed in fairly sufficient details (minimum requirement)	20 points	
	Addressed in sufficient details	30 points	
2.3	Is the methodological framework proposed appropriate for the task?		50
	Fairly adopted (minimum requirement)	40 points	
	Completely adopted	50 points	
2.4	Is the scope of task well defined and does it correspond to the TOR?		100
	Fairly corresponds (minimum requirement)	70 points	
	Completely corresponds	100 points	
2.5	Is the proposal clear and is the sequence of activities and the planning logical, realistic and promise efficient implementation to the project?		100
	Fairly clear proposal with some element of logical and realistic planning, including a work plan (minimum requirement)	70 points	
	Clear proposal with sound, logical and realistic planning, including a work plan	100 points	
	Total of Methodology and Implementation Schedule		300

Technical Proposal Evaluation Form 3		Sub-Score	Points Obtainable
Management Structure and Key Personnel			
3.1	Team Leader/Organizational Development Expert		80
	Qualification		
	At least 5 years of professional experience in areas such as improving governance structures, business processes and organizational development (minimum requirement)	40 points	
	More than 5 years of professional experience in areas such as improving governance structures, business processes and organizational development (5 points for every additional 1 year, but no more than 20 points)	60 points	
	Experience as a team leader or coordinator responsible for the provision of guidance to a group of experts in the delivery of projects is an asset	20 points	
3.2	Organizational Performance Assessment Consultant		80
	Qualification		
	At least 5 years of professional experience in areas such as organizational capacity assessment, performance assessment and business process mapping (minimum requirement)	60 points	
	More than 5 years of professional experience in areas such as organizational capacity assessment, performance assessment and business process mapping (5 points for every additional 1 year, but no more than 20 points)	80 points	
3.3	Human Resource Management Expert		80
	Qualification		
	At least 5 years in working with different public (governmental) organizations in an advisory or consultancy role, assisting them to understand and implement HR policies, HR system tools and procedures (minimum requirement)	60 points	
	More than 5 years in working with different public (governmental) organizations in an advisory or consultancy role, assisting them to understand and implement HR policies, HR system tools and procedures (5 points for every additional 1 year, but no more than 20 points)	80 points	
3.4	Training and HR Development Specialist		80
	Qualification		
	At least 5 years of demonstrated hands-on experience in human resource management, performance management and/or developing competency frameworks (minimum requirement)	60 points	
	At least 5 years of demonstrated hands-on experience in human resource management, performance management and/or developing competency frameworks (5 points for every additional 1 year, but no more than 20 points)	80 points	
3.5	Information Collection and Analysis Assistant		80
	Qualification		
	At least 3 years of experience of contribution in the work on human and institutional capacity development (minimum requirement)	60 points	
	More than 3 years of experience of contribution in the work on human and institutional capacity development (10 points for every additional 1 year, but no more than 20 points)	80 points	
	Total for the Management Structure and Key Personnel		400

Financial Proposal Form

The Proposer is required to prepare the Financial Proposal in a password protected PDF file separate from the rest of the RFP as indicated in the Instruction to Proposers.

The Financial Proposal must provide a detailed cost breakdown. Provide separate figures for each functional grouping or category.

Any estimates for cost-reimbursable items should be listed separately.

The format shown on the following pages is suggested for use as a guide in preparing the Financial Proposal. The format includes specific expenditures, which may or may not be required or applicable but are indicated to serve as examples.

D. Cost Breakdown per Deliverables*

	Deliverables [as referred to in the TOR]	Percentage of Total Price (Weight for payment)	Price in GEL (Lump Sum, All Inclusive)
1	Report on the status and problems encountered in connection with organizational strengthening of ARDA, actions taken to resolve them, and any pertinent recommendations (tasks a) and b) of the ToR).	25%	
2	Final report covering all aspects described in the tasks from c) to j) including agreed HRM model, documented HRM business processes and streamlined business processes of the LEPL Education and Information Center.	25%	
3	Final report covering all aspects described in the tasks from k) to n) of the Terms of Reference including all business processes, together with those that need to be optimized, documented down to the position level of the selected Departments of MEPA.	25%	
4	Final Report which shall summarize the main activities completed during the reporting period, problems encountered, actions taken to resolve them, and any pertinent recommendations.	25%	
	Total	100%	

**Basis for payment tranches*

E. Cost Breakdown by Cost Component:

The Proposers are requested to provide the cost breakdown for the above given prices for each deliverable based on the following format. UNDP shall use the cost breakdown for the price reasonability assessment purposes as well as the calculation of price in the event that both parties have agreed to add new deliverables to the scope of Services.

Description of Activity	Daily Fee	Period of Engagement (days*)	No. of Personnel	Total in GEL
I. Personnel				
Team Leader/Organizational Development Expert		45 days	1	

Organizational Performance Assessment Consultant		35 days	1	
Human Resource Management Expert		35 days	1	
Training and HR Development Specialist		25 days	1	
Information Collection and Analysis Assistant		20 days	1	
One additional staff if deemed appropriate by the contractor to fulfill the requirements of the TOR**			0-1	
Subtotal				
II. Other Related Costs***, such as				
Translation costs (if necessary)				
Other please specify with relevant justification				
Subtotal				
Total				

Note:

*UNDP strongly recommends companies to use days as a primary unit of time when providing respective calculations under the Cost Breakdown.

**If the prospective bidder will provide additional technical and administrative staff and other related costs it can be subject to review and approval from UNDP side.

***Under other related costs companies shall include detailed list of all costs associated with implementation of the tasks and deliverables, each cost shall be justified and clearly calculated. Other related costs can be subject to UNDP review and if applicable consideration for exclusion similar to the existing note about technical staff.