



## REQUEST FOR PROPOSAL (RFP)

Dear Sir / Madam:

We kindly request you to submit your Proposal for **elaboration of “Constraints and Gaps and Related Financial, Technical, and Capacity Needs” and “Other Information” sections of Georgia’s Fourth National Communication to the UNFCCC**

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

Proposals must be submitted on or before the deadline indicated by UNDP in the eTendering system. Bids must be submitted in the online eTendering system in the following link: <https://etendering.partneragencies.org> using your username and password. If you have not registered in the system before, you can register now by logging in using

**username: event.guest**  
**password: why2change**

and follow the registration steps as specified in the system user guide.

Your Proposal must be expressed in the English, and valid for a minimum period of 60 days. You are kindly requested to indicate whether your company intends to submit a Proposal by clicking on “Accept Invitation”.

In the course of preparing and submitting your Proposal, it shall remain your responsibility to ensure that it submitted into the system by the deadline. The system will automatically block and not accept any bid after the deadline. **Kindly ensure that supporting documents required are signed and in the .pdf format, and free from any virus or corrupted files. NOTE: File Name should contain only Latin characters (no Cyrillic or other alphabets).**

The Financial Proposal and the Technical Proposal files MUST BE COMPLETELY SEPARATE and uploaded separately in the system and clearly named as either “TECHNICAL PROPOSAL” or “FINANCIAL PROPOSAL”, as appropriate. Each document shall include the Proposer’s name and address. The file with the “FINANCIAL PROPOSAL” must be encrypted with a password so that it cannot be opened nor viewed until the Proposal has been found to pass the technical evaluation stage. Once a Proposal has been found to be responsive by passing the technical evaluation stage, UNDP shall request the Proposer to submit the password to open the Financial Proposal. The Proposer shall assume the responsibility for not encrypting the financial proposal.

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](http://www.un.org/depts/ptd/pdf/conduct_english.pdf)

Thank you and we look forward to receiving your Proposal.

Sincerely yours,



Shalva Amiredjibi, Project Manager

Development of Georgia's Forth  
National Communication and Second  
Biennial Update Report to the UNFCCC  
(FNC SBUR)

8/1/2019

## Description of Requirements

Context of the Requirement	UNDP/GEF project “Development of Georgia’s Fourth National Communication and Second Biennial Update Report to the UNFCCC” is soliciting selection of organization/institution or a coalition of organizations to facilitate <b>elaboration of “Constraints and Gaps and Related Financial, Technical, and Capacity Needs” and “Other Information” sections of Georgia’s Fourth National Communication to the UNFCCC</b> , and <b>respective parts of executive summary</b> of the mentioned FNC report, in Georgian language
Implementing Partner of UNDP	Ministry of Environment Protection and Agriculture
Brief Description of the Required Services	<p>Within the assignment the Service Provider should provide information, as described in paragraphs 49-51 of annex to decision 17/CP.8 (FCCC/CP/2002/7/Add.2, 28 March 2003, “Guidelines for the preparation of national communications from Parties not included in Annex I to the UNFCCC” of United Nations Framework Convention on Climate Change (UNFCCC)<sup>1</sup>, on any constraints and gaps, and related financial, technical and capacity-building needs associated with the implementation of activities, measures and programmes envisaged under the UNFCCC, and with the preparation and improvement of national communications to the UNFCCC. They should also describe proposed and/or implemented activities for overcoming the above gaps and constraints, as well as financial resources and technical support needed for the preparation of the national communications and for the implementation of climate change activities;</p> <p>The service provider should also provide other information relevant to the achievement of the objective of the UNFCCC as described in paragraphs 52-55 of annex to decision 17/CP.8.:</p> <p>Steps undertaken to integrate climate change into relevant social, economic and environmental policies and actions;</p> <p>Activities relating to technology transfer;</p> <p>Climate change research and systematic observation programmes and activities, and Research programmes containing measures to mitigate climate change as appropriate; facilitating adequate adaptation to climate change; and containing activities related to the development of emission factors and activity data;</p> <p>Education, training, public awareness and capacity -building related to climate change, as well as Country’s efforts to promote information-sharing.</p> <p>Based on the above-mentioned information, the Service Provider should compile “Constraints and gaps, and related financial technical and capacity needs” and “Other Information” sections of the FNC and respective parts of its executive summary in Georgian language.</p> <p>Detailed information is provided in annex – 4. Terms of Reference</p>
List and Description of Expected Outputs to be Delivered	<ol style="list-style-type: none"> <li>1. Detailed work plan of activities, and tentative content of “Constraints and gaps, and related financial technical and capacity needs” and “Other information” sections of FNC;</li> <li>2. Draft “Constraints and gaps, and related financial technical and capacity needs” section of FNC;</li> <li>3. Final “Constraints and gaps, and related financial technical and capacity needs” section of FNC and respective part of FNC executive summary in</li> </ol>

<sup>1</sup> [https://unfccc.int/sites/default/files/17\\_cp.8.pdf](https://unfccc.int/sites/default/files/17_cp.8.pdf)

	Georgian language. 4. Draft "Other Information" section of FNC; 5. Final "Other Information" section of FNC and respective part of FNC executive summary in Georgian language				
Person to Supervise the Work/Performance of the Service Provider	Project Manager of "Development of Georgia's Fourth National Communication and Second Biennial Update Report to the UNFCCC" through UNDP Energy and Environment Portfolio Team Leader				
Frequency of Reporting	Upon Deliverables (1, 2, 3, 4, 5). Final Report shall be submitted to UNDP one week prior to completion of all activities under the contract.				
Progress Reporting Requirements	N/A				
Location of work	<input checked="" type="checkbox"/> At Contractor's Location				
Expected duration of work	10 Month after Signing of contract.				
Target start date	1 September 2019				
Latest completion date	30 June 2020				
Travels Expected	NO				
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 (in line with proposed timing in annex 4 -Terms of Reference)				
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 For local contractors, the payment will be made in GEL. <b>UN exchange rate shall be applicable to any necessary currency conversions.</b>				
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"/> 60 days In exceptional circumstances, UNDP may request the Proposer to extend the validity of the Proposal beyond what has been initially indicated in this RFP. The Proposer 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, 2 and 3	50%	within 4 months from the commencement of the contract (not	Within thirty (30) days from the date of meeting the following conditions:	

			later than 25.12.2019)	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 4	25%	within 8 months from the commencement of the contract		
	Deliverable 5	25%	During the final week of the contract/ Within 10 months of the contract commencement		
Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment	UNDP Project Manager through UNDP Energy and Environment Team Leader				
Type of Contract to be Signed	<input checked="" type="checkbox"/> Contract for Professional Services				
Criteria for Contract Award	<input checked="" type="checkbox"/> Highest Combined Score (based on the 70% technical offer and 30% price weight distribution) <input checked="" type="checkbox"/> Full acceptance of the UNDP Contract General Terms and Conditions (GTC). This is a mandatory criterion and cannot be deleted regardless of the nature of services required. Non-acceptance of the GTC may be grounds for the rejection of the Proposal.				
Criteria for the Assessment of Proposal	<b>Technical Proposal (70%)</b> <input checked="" type="checkbox"/> Expertise of the Firm 10% <input checked="" type="checkbox"/> Methodology, Its Appropriateness to the Condition and Timeliness of the Implementation Plan 30% <input checked="" type="checkbox"/> Management Structure and Qualification of Key Personnel 30%  <b>Financial Proposal (30%)</b> To be computed as a ratio of the Proposal's offer to the lowest price among the proposals received by UNDP.				
UNDP will award the contract to:	<input checked="" type="checkbox"/> One and only one Service Provider				
Annexes to this RFP	<input checked="" type="checkbox"/> Description of Requirements (Annex 1) <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"/> Detailed TOR (Annex 4) <input checked="" type="checkbox"/> Technical Proposal Evaluation Form (Annex 5)				

Contact Person for Inquiries (Written inquiries only) <sup>2</sup>	Shalva Amiredjibi Project Manager shalva.amiredjibi@undp.org Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers.
Pre-bid conference	The Pre-Bid conference will be conducted on <b>12<sup>th</sup> of August 2019 - 14:00</b> (GMT +4) in UN House, 9 Eristavi St. 0179, Tbilisi, Georgia. If interested proposers cannot physically attend the pre-bid conference, they may join via skype (address UNDP FRLD) In this case, they must provide their skype address by email to <a href="mailto:Liana.turkia@undp.org">Liana.turkia@undp.org</a> (subject of "Constraints and Gaps and Related Financial, Technical, and Capacity Needs" and "Other Information" sections of FNC methodology and other issues.) Before 6 PM on 10 <sup>th</sup> of August. All Bidders are encouraged to attend. Nonattendance, however shall not result in disqualification of an Interested bidder. Minutes of Bidding conference will be disseminated on the procurement website and shared on the procurement platform. No verbal statement during the conference shall modify terms and conditions of the RFP, unless specifically in the minutes of the bidder's conference or issued/posted as an amendment of RFP.
Other Information	N/A

<sup>2</sup> 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<sup>3</sup>****(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery<sup>4</sup>)**Tbilisi  
[insert: Date]

To: Shalva Amiredjibi-Project Manager  
 Development of Georgia's Forth National Communication and Second Biennial Update Report to the  
 UNFCCC (FNC SBUR)  
 9 Eristavi Street (UN House)  
 Tbilisi 0179

Dear Sir/Madam:

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

**A. Qualifications of the Service Provider**

**The Service Provider must 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
- B. Business Licenses – Registration Papers, Tax Payment Certification, etc.
- C. Detailed bank requisites;
- D. Track Record – list of clients for similar services as those required by UNDP, indicating description of contract scope, contract duration, contract value, contract references;
- E. Financial capacity - no debts towards budget exist;
- F. At least two years of experience in analysis/reporting in the field of climate change **(minimum requirement)**;
- G. Experience of implementing at least 2 projects of total value no less than USD 30,000 within last 2 years **(minimum requirement)**;
- H. Financial turnover-Bank letter certifying financial turn over minimum USD 50,000 (per year) during the last 2 years **(minimum requirement)**.
- I. Having at least 2 letters of recommendation from previous contract providers on successfully implemented projects in the similar nature **(minimum requirement)**.
- J. 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.
- K. Work experience with international/donor organizations in past 2 years 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*

<sup>3</sup> This serves as a guide to the Service Provider in preparing the Proposal.

<sup>4</sup> Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

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.

Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present this section of the technical proposal based on the following:

a) *Technical Approach and Methodology:* The Proposer should explain their understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of details of such output. Proposer should highlight the problems being addressed and their importance and explain the technical approach you would adopt to address them.

Proposer should also explain the methodologies proposed to adopt and highlight the compatibility of those methodologies with the proposed approach. – **Company shall fully answer to the ToR requirement (as per Annex 4)**

b) *Work Plan:* In this chapter the Proposer should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the ToR and ability to translate them into a feasible working plan. A list of the final technical documents, including reports, drawings, and tables to be delivered as final output, should be included here.

### C. Qualifications of Key Personnel

The service provider must provide:

- a) Names and qualifications of the key personnel that will perform the services indicating who is team Leader, who are supporting, etc
- b) CV demonstrating qualifications must be submitted and
- c) Written confirmation from each personnel that they are available for the entire duration of the contract

Company shall propose at **least one Senior Consultant/Expert – Team Leader** and **at least one subject-matter Consultant/Expert**. Company may propose other relevant consultants/experts as deemed appropriate to the assignment. Structure with clearly defined roles must be provided.

#### At minimum:

##### a. Senior Consultant/Expert - Team Leader:

- At least Master's degree in environmental sciences, management, or another field relevant to the project; **(minimum requirement)**
- At least organizing/elaboration of 5 analytical/policy papers and/or reports in related fields developed **(minimum requirement)**
- At least 7-year experience in any of following: climate change strategies, policies, reporting; renewable energy, energy efficiency, sustainable transport, green technologies; **(minimum requirement)**
- Involvement in the preparation of National Communications and/or BURs will be an asset;
- Knowledge of Georgian and English is a must **(minimum requirement)**

##### b. Subject-matter Consultant/Expert

- At least 5-year experience in the field of climate change or other field relevant to the assignment **(minimum requirement);**
- Participation in elaboration of 5 analytical/policy papers and/or reports in related fields; **(minimum requirement);**
- Professional certificates (UNFCCC accreditations) in Climate Change related fields will be an asset;
- Knowledge of Georgian and English is a must **(minimum requirement)**



**Other subject-matter experts and/or personnel can be proposed if deemed appropriate by the applicant to fulfill the assignment as spelled out in this RFP.**

**D. Cost Breakdown per Deliverable\***

	<b>Deliverables</b>	<b>Percentage of Total Price (Weight for payment)</b>	<b>Price (Lump Sum, All Inclusive)</b>
1	Deliverable 1, 2 and 3	50%	
2	Deliverable 4	25%	
3	Deliverable 5	25%	
	Total	100%	

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

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

<b>Description of Activity</b>	<b>Remuneration per working day*</b>	<b>Total Period of Engagement (day*)</b>	<b>No. of Personnel</b>	<b>Total Rate</b>
<b>I. Personnel Services</b>				
1.1 Senior Consultant/Expert –Team Leader				
<b>2. Consultants</b>				
2.1 Subject-matter Consultant/expert				
2.2 other staff as required **				
subtotal				
<b>II Other Costs as required ***</b>				
subtotal				
Total				

**Note:**

\* UNDP strongly recommends organizations to use days as a primary unit of time when providing respective calculations under the Cost Breakdown under budget lines;

\*\* Other subject-matter experts and/or personnel can be proposed if deemed appropriate by the applicant to fulfil the assignment as spelled out in this RFP.

\*\*\* Under Other Costs companies shall include detailed list of all costs associated with implementation of the tasks and deliverables, each cost shall be subjected and clearly calculated. Other related costs can be subject to UNDP review and approval;

*[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, 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) day 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.



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## Terms of Reference (ToR)

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### **Project Title: “Development of Georgia’s Fourth National Communication and Second Biennial Update Report to the UNFCCC”**

**Project Description** – Selection of organization or a Coalition of Organizations to facilitate elaboration of “**Constraints and gaps, and related financial technical and capacity needs**”, and “**Other Information**” sections of Georgia’s Fourth National Communication to the UNFCCC, and respective parts of **executive summary** in Georgian language.

#### **1. BACKGROUND**

As part of its commitments to the UNFCCC, Georgia as a non-annex I country regularly submits its Biennial Update Reports (BUR) and national communications (NC) to the UNFCCC through GEF funded enabling activities projects implemented by UNDP, outlining local climate change trends and developments. To this end, it has prepared and submitted three National Communications, with latest one (Third National Communication - TNC) developed in 2012-2015 and submitted to the UNFCCC on 24 February 2016, and two Biennial Update Reports, with latest one (Second Biennial Update Report - SBUR) developed in 2017-2019 and submitted to the UNFCCC by 13 June 2019, as part of its non-Annex I country obligation determined by Decision 1/CP.17<sup>5</sup>.

In July 2017 new agreement between Georgian Government and UNDP on implementation of “Development of Georgia’s Fourth National Communication and Second Biennial Update Report to the UNFCCC” project was signed. The project contemplates the preparation of Georgia’s Second Biennial Report (SBUR), and the Fourth National Communication (FNC) to the UNFCCC (to be completed by quarter 4, 2020).

This enabling activity project will significantly assist Georgia to fulfil its commitment under the UNFCCC and prepare and submit its SBUR and FNC to the UNFCCC. The proposed project will further strengthen the capacity of national institutions in related research and analysis eventually contributing to Georgia’s inputs to reducing the impacts of the global environmental threat of climate change. Reports, findings, and analysis produced during the FNC/SBUR process will be used by the decision-makers for preparing and implementing environmentally sound programming tools to achieve the government’s national and international commitments (INDC).

Project launched preparation of the FNC to UNFCCC in Q4 2018. In accordance with the project document, the Project cooperates with the LEPL National Environment Agency (NEA) and LEPL Environmental Information and Education Center (EIEC) of the Ministry of Environmental Protection and Agriculture of Georgia on study on Vulnerability and Adaptation to Climate Change, and National GHG inventory report and corresponding parts of FNC respectively. EIEC will conduct overall compilation of FNC report as well. The mentioned format will ensure institutional capacity development for such works as well as the stronger inclusion of National Partner in regular reporting to UNFCCC.

FNC will be built on the findings and recommendations of TNC, and SBUR, International Consultation and Analysis (ICA) reports for FBUR<sup>6</sup> and SBUR<sup>7</sup>, Lessons Learned Report (LL)<sup>8</sup> to analyse gaps within earlier reports and to identify potential for improvements within FNC, as well as the outcomes of the ongoing complementary projects in the country.

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<sup>5</sup> <https://unfccc.int/resource/docs/cop8/07a02.pdf#page=2>

<sup>6</sup> [http://unfccc.int/documentation/documents/advanced\\_search/items/6911.php?preref=600009705](http://unfccc.int/documentation/documents/advanced_search/items/6911.php?preref=600009705)

<sup>7</sup> ICA report will be available in coming months

<sup>8</sup> Lessons Learned Report will be provided after contracting

The project will incorporate a gender perspective where relevant.

## 2. OBJECTIVIES OF THE ASSIGNMENT

Under this RFP, UNDP is seeking for the organization/institution to facilitate elaboration of: a) "Constraints and gaps, and related financial technical and capacity needs", and b) "Other Information" sections of Georgia's FNC containing information, as described in Decision 17/CP.8 (FCCC/CP/2002/7/Add.2, 28 March 2003, "Guidelines for the preparation of national communications from Parties not included in Annex I to the UNFCCC", and c) respective parts of executive summary of Georgia's FNC in Georgian language.

For this purpose:

Within the "Constraints and Gaps, and Related Financial Technical and Capacity Needs" section of FNC the service provider is expected to collect and analyze/update information on any constraints and gaps, and related financial, technical and capacity needs, as well as proposed and/or implemented activities for overcoming the gaps and constraints, associated with the implementation of activities, measures and programmes envisaged under the UNFCCC, and with the preparation and improvement of national communications on a continuous basis;

Within the "Other Information" section of FNC the service provider is expected to provide other information considered relevant to the achievement of the objectives of the UNFCCC such as information on any steps taken by Georgia to integrate climate change considerations into relevant social, economic and environmental policies and actions in accordance with Article 4, paragraph 1 (f), of the UNFCCC including steps taken to integrate climate change into relevant social economic and environmental policies, activities related to technology transfer, climate change research and systematic observations, research to adapt to and mitigate climate change, information on education, training and public awareness, etc.

## 3. METHODOLOGY

The contracted organization/institution will work in close collaboration with UNDP representatives in planning and implementation of all activities. The organization/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.

Service provider is expected to follow UNFCCC guidelines on preparation on National Communication to the UNFCCC. It should refer to the main steps during the work:

The organization/institution is expected to conduct the review of previous reports such as TNC, SBUR, FBUR and SBUR<sup>9</sup> ICA, Lessons Learned Report on TNC and FBUR; identify shortcomings and gaps as well as potential for improvements in "Constraints and gaps, and related financial technical and capacity needs" and "Other Information Considered Relevant to the Achievement of the Objective of the UNFCCC" sections of FNC; and define key parameters, to be analyzed and referred, and needs for activity data; detailed work plan, needed stuff, etc. during this phase. The organization should also define how the analysis will be linked to the other sections of FNC.

In the Constraints and gaps, and related financial technical and capacity needs section of FNC the following information should be included:

**Financial, technical and capacity needs** - Difficulties, constraints and gaps relating to financial, technical and capacity needs while undertaking activities, measures and programmes to implement the UNFCCC and to prepare the national communications on a continuous basis.

**The GEF, Annex II Parties, multilateral/bilateral contributions** - Information on financial and technical resources for the preparation of national communications made available by Georgia, and the Global Environment Facility (GEF), and other parties (if any). The preparation of national communication entails a numerous related climate change activity that could be supported by various organizations. Information on financial and technical resources will include descriptions of contributions from different sources.

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<sup>9</sup> As soon as SBUR ICA process completed and report available

**Proposed projects for financing** - In this section, information on the proposed projects aimed at reducing emissions by sources and enhancing removals by sinks will be provided. Information on the proposed projects may include as relevant and to the extent possible: Specific technologies to be used, materials/ equipment required, techniques or practices that would be needed to implement such projects, together with, if possible: an estimate of all incremental costs of the reductions in emissions and increments of removals of greenhouse gases; and an estimate of the consequent benefits.

**Information on implementation of adaptation measures** - Information on the priority areas for adaptation will be provided in the respective section of FNC. Some priority adaptation measures have been undertaken or planned already in the context of specific programmes. It is therefore important to include information on adaptation projects that are being undertaken or proposed for future implementation, and specific barriers to the implementation of adaptation projects; opportunities for adaptation; identification of support programmes which provide financial and technical resources for adaptation; how such support programmes are meeting the specific adaptation needs and concerns.

**Technology transfer** - Country-specific technology needs and assistance received; development and enhancement of capacities, technologies and know-how related to this assistance.

**Capacity-building needs** - Provision of information is encouraged on capacity-building needs for the implementation of the UNFCCC and the achievement of its objectives, separate from that is provided under other headings<sup>10</sup>.

In the "Other Information" section of FNC the following information should be included:

**Steps taken to integrate climate change into relevant social economic and environmental policies** - The information provided in this section should build on that provided in the section on national circumstances, that would impact directly or indirectly the implementation of national social, economic and environmental policies. This section will include information on how climate change considerations, as outlined above, are being integrated into sustainable development programmes and poverty reduction strategies.

**Activities relating to technology transfer** - Information on how the country is addressing activities relating to the transfer of, and access to environmentally sound technologies and know-how, the development and enhancement of local capacities, technologies and know-how, and measures relating to enhancing the enabling environment for the development and transfer of technologies. Information on Country's prioritized technology needs should be provided as relevant.

**Climate change research and systematic observation** - Information on country's participation in, and contribution to, activities undertaken, on a global, national, regional and sub-regional basis in the areas of climate change research and systematic observations, as well as in global change research networks including information on the needs, constraints and gaps in climate change research and systematic observation as relevant. In reporting on the research and systematic observation, following elements of information may be included: status of national research and systematic observation; meteorological, atmospheric and oceanographic research and observations; level of participation in the global research and observation systems; needs and priorities for climate change research and systematic observations.

**Information on research programmes** - The information provided in this section should build on those provided in the sections on mitigation, vulnerability and adaptation, and greenhouse gas inventory<sup>11</sup>. The content could include specific research programmes that are being undertaken in the areas of mitigation, adaptation, development of emission factors and activity data, either on a national or regional basis. Information on involvement in such research activities with other bilateral and multilateral institutions, projects and programmes can be included as well. Furthermore, any such information which may have been provided earlier might usefully be summarized here.

**Information on education, training and public awareness** - Information on activities relating to climate change education, training and public awareness as well as public participation, public access

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<sup>10</sup> Information other than those mentioned in paragraphs 45, 47, 48 and 50 of FCCC/CP/2002/7/Add.2 ([https://unfccc.int/sites/default/files/17\\_cp.8.pdf](https://unfccc.int/sites/default/files/17_cp.8.pdf))

<sup>11</sup> Service provider will coordinate with National Environmental Agency (NEA) and Environmental Information and Education Center (EIEC) on issues related to Adaptation and GHG inventory respectively.

to information and international cooperation. The content of this section may include the following information: Institutional framework for the implementation of Article 6 of the UNFCCC; Level of awareness and understanding of climate change issues; Implemented or planned initiatives and programmes for education, training and public awareness; Institutional and/or legal frameworks for public participation and access to information; Sub-regional, regional and international cooperation to promote education, training and public awareness; Gaps, needs and priorities in climate change education, training and public awareness.

**Capacity-building** - This section should include information on: Specific needs, options and priorities for capacity-building; (Promotion and level of involvement of a wide range of stakeholders (government, national and international organizations, civil society); Status of activities related to coordination and sustainability of capacity-building activities; Dissemination and sharing of information on capacity-building activities; Capacity-building activities aimed at integrating adaptation to climate change into medium- and long-term planning relevant to the implementation of UNFCCC.

**Information and networking** - Information and networking in this context refers to several interrelated activities that assist Country in the preparation of a national communication, such as the use of information systems in GHG inventories, vulnerability and adaptation assessment and GHG mitigation analysis; and access to information, advice and guidance in the process of the preparation of national communications. This section could include information on: Efforts to promote information sharing; Participation in and contribution to information networks; Access to, and use of, information technologies for information exchange.

The information provided in this section should build on that provided in the section on national circumstances, that would, for example, impact directly or indirectly the implementation of national social, economic and environmental policies. Therefore, the service provider should closely coordinate with organization/institution which elaborates the National Circumstances section of FNC<sup>12</sup>.

Organization shall cooperate with EIEC and participate in final quality assurance of English translation of "Constraints and gaps, and related financial technical and capacity needs", and "Other Information" sections of FNC.

The organization/institution should also consider and reflect gender perspective in the study as relevant.

**The organization/institution is expected to present its vision regarding the above described methodology in the proposal and offer any alterations or additions if relevant for the main purpose of the given assignment.**

#### **4. SPECIFIC ACTIVITIES**

The contracted organization/institution will undertake the following tasks:

- 1) Mobilize subject-matter experts;
- 2) Prepare detailed work plan;
- 3) Elaborate means of information collecting and plan of communication with the MEPA and other stakeholders for collecting/updating relevant information;
- 4) Establish guiding principles for preparation of respective sections of FNC by:
  - reviewing the TNC and SBUR as well as other relevant reports to identify shortcomings and potential for improvement in methodologies, assumptions, coverage of sectors and mitigation measures;
  - identifying what activity data needs to be collected and analyzed; how the analysis will be linked to the other sections of the FNC.

The following activities should be undertaken within preparation of Constraints and Gaps, Support Received and Needs Section of FNC:

- 5) Assess financial, technical and capacity needs/constraints;

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<sup>12</sup> Call for Proposals for selection of organization/institution or a coalition of organizations to facilitate elaboration of "National Circumstances" and "Mitigation" sections of FNC has been announced by UNDP. The service provider will coordinate with selected organization.

- 6) Identify sources of finance those are available to finance the priority policies and measures;
- 7) Describe proposed projects for financing aimed at mitigation of climate change;
- 8) Describe specific barriers to the implementation of adaptation projects;
- 9) Collect information on technology transfer;
- 10) Collect information on capacity-building needs;
- 11) Compile draft "Constraints and Gaps, Support Received and Needs" section of FNC;
- 12) Conduct consultations with UNDP, MEPA and other relevant stakeholders to validate the findings;
- 13) Finalize "Constraints and Gaps, Support Received and Needs" section of FNC and respective part of FNC executive summary in Georgian Language.<sup>13 14</sup>

The following activities should be undertaken within preparation of "Other Information" section of FNC:

- 14) Describe information on Steps taken by Georgia to integrate climate change into relevant social economic and environmental policies;
- 15) Describe any activities related to technology transfer;
- 16) Describe Climate Change research and systematic observations conducted in Georgia;
- 17) Research to adapt to and mitigate climate change;
- 18) Information on education, training and public awareness;
- 19) Information on capacity-building at the national, regional and sub-regional levels;
- 20) Efforts to promote information sharing;
- 21) Any other information deemed relevant to this section of National Communications under the UNFCCC guidelines and international best practice;
- 22) Compile draft "Other Information" section of FNC;
- 23) Conduct consultations with with UNDP, MEPA and other stakeholders to validate the findings;
- 24) Finalize "Other Information" section of FNC and respective part of FNC executive summary in Georgian Language<sup>15 16</sup>

## 5. EXPECTED OUTPUTS AND DELIVARABLES

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

- Detailed work plan of activities and tentative content of "Constraints and gaps, and related financial technical and capacity needs" and "Other information" sections of FNC;
- Draft "Constraints and gaps, and related financial technical and capacity needs" section of FNC;
- Final "Constraints and gaps, and related financial technical and capacity needs" section of FNC and respective part of FNC executive summary in Georgian language;
- Draft "Other Information" section of FNC;
- Final "Other Information" section of FNC and respective part of FNC executive summary in Georgian language.

The contracted organization/institution is responsible to provide timely and professional feedback to UNDP representatives 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.

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<sup>13</sup> Chapter of FNC should be drafted in accordance with the UNFCCC requirements and format. Document should be cleared and approved by UNDP and MoENRP.

<sup>14</sup> Layout of tables, drawings and graphs should be agreed with UNDP and MoENRP.

<sup>15</sup> Chapter of FNC should be drafted in accordance with the UNFCCC requirements and format. Document should be cleared and approved by UNDP and MoENRP.

<sup>16</sup> Layout of tables, drawings and graphs should be agreed with UNDP and MoENRP

## 6. TIMETABLE

The project should be conducted in the period of up to 10 months in the period during September 2019 - June 2020. Detailed plan of implementation will be agreed upon with UNDP Georgia during the first week of signing the relevant agreement.

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

	<b>Deliverable</b>	<b>Indicative delivery dates</b>
1	Detailed work plan of activities and tentative content of "Constraints and gaps, and related financial technical and capacity needs" and "Other information" sections of FNC;	Within 2 weeks of the contract commencement
2	Draft "Constraints and gaps, and related financial technical and capacity needs" section of FNC;	Within 3 months of the contract commencement
3	Final "Constraints and gaps, and related financial technical and capacity needs" section of FNC and respective part of FNC executive summary in Georgian language.	Within 4 months of the contract commencement (not later than 25.12.2019)
4	Draft "Other Information" section of FNC;	Within 8 months of the contract commencement
5	Final "Other Information" section of FNC and respective part of FNC executive summary in Georgian language;	During the final week of the contract/ Within 10 months of the contract commencement

## 7. INSTITUTIONAL ARRANGEMENT

### 7.1. Supervision

The work of service provider will be directly supervised by the manager of the UNDP project "Development of Georgia's Fourth National Communication and Second Biennial Update Report to the UNFCCC" under the overall supervision of Energy and Environment Team Leader. 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 UNDP team will be responsible to share relevant documents, contact details and other necessary information with the service provider for accomplishment of the work.

### 7.2. Reporting

The service provider is expected to provide progress updates on deliverables indicated under this RFP.

### 7.3. Duration of the Work

Duration of consultancy service is expected to be up to 10 months in the period during September 2019 - June 2020.

### 7.4. Location of the Work

Location of work is Tbilisi, Georgia.

## 8. QUALIFICATIONS OF THE SUCCESSFUL SERVICE PROVIDER AT VARIOUS LEVELS

### 8.1. Expertise of the Service Provider

Applicant organization (or its branch) should be registered in Georgia and must demonstrate the capacity and ability to carry out studies in the relevant fields in terms of past relevant experience, economic and financial capacity, general management, availability of qualified professional staff, and the demonstrated ability. **For detailed requirement please refer to SECTION A (Qualifications of the Service Provider) of ANNEX 2 of this RFP.**

## **8.2. Key Personnel**

The organization/institution should provide an organizational chart of the team structure, together with a description of the composition of the team and task assignment. The organization/institution should present the following information and documents:

- a) Names and qualifications of the key personnel that will perform the services indicating who is team Leader, who are supporting, etc.
- b) CV demonstrating qualifications must be submitted and
- c) Written confirmation from each personnel that they are available for the entire duration of the contract

Company shall propose at least one Senior Consultant/Expert – Team Leader and at least one subject-matter Consultant/Expert. Company may propose other relevant consultants/experts as deemed appropriate to the assignment. Structure with clearly defined roles must be provided. **For detailed requirements please refer to SECTION C (Qualifications of Key Personnel) of ANNEX 2 of this RFP.**

## **8.3. Recommended Presentation of Proposal**

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

## **8.4. 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%.

### Technical Proposal Evaluation Form

Summary of Technical Proposal Evaluation Forms		Score Weight	Minimum Points Obtainable	Maximum Points Obtainable
1.	Expertise of Firm / Organization	10%	65	100
2.	Proposed Methodology, Approach and Implementation Plan	30%	195	300
3.	Management Structure and Key Personnel	30%	230	300
<b>Total</b>			<b>490</b>	<b>700</b>
Technical Proposal Evaluation - Form 1			Minimum Points Obtainable	Maximum Points Obtainable
<b>Expertise of the Firm/Organization</b>				
1.1	At least two years of experience in analysis/reporting in the field of climate change <b>(minimum requirement)</b> ; 2 years – 20 points (Minimum Requirement) More than 2 – 30 points		20	30
1.2	Experience of implementing at least 2 projects of total value no less than USD 30,000 within last 2 years <b>(minimum requirement)</b> ; USD 30,000 – 15 points. (minimum requirement) More than USD 30,000 – 20 points		15	20
1.3	Financial turnover-Bank letter certifying financial turn over minimum USD 50,000 (per year) during the last 2 years <b>(minimum requirement)</b> . USD 50,000 – 15 points (minimum requirement) More than USD 50,000 – 20 points		15	20
1.4	Having at least 2 letters of recommendation from previous contract providers on successfully implemented projects in the similar nature <b>(minimum requirement)</b> ; 2 recommendations – 15 points (Minimum Requirement) More than 2 – 20 points		15	20
1.5	Work experience with international/donor organizations in past 2 years will be an asset.			10
			<b>65</b>	<b>100</b>
<b>Technical Proposal Evaluation - Form 2</b>			Minimum Points Obtainable	Maximum Points Obtainable
<b>Proposed Methodology, Approach and Implementation Plan</b>				
2.1	The proposer has presented methodology, approach, implementation plan in sufficient detail; Presented documents demonstrate exceeds understanding of the task – <b>100 points</b> Presented documents demonstrate full understanding of the task – <b>65 points (minimum requirement)</b>		65	100
2.2	Have the important aspects of the task been addressed in sufficient detail? Exceeds expectation – 100 points Sufficiently addressed – 65 points <b>(minimum requirement)</b>		65	100
2.3	Is the presentation clear and is the sequence of activities and the planning logical, realistic and promise efficient implementation to the project? Exceeds expectation – 100 Points Fully addressed – 65 Points <b>(minimum requirement)</b>		65	100
			<b>195</b>	<b>300</b>



Technical Proposal Evaluation - Form 3		Minimum Points Obtainable	Maximum Points Obtainable
<b>Management Structure and Key Personnel</b>			
3.1	<b>Senior Consultant/Expert - Team Leader</b>	<b>130</b>	<b>165</b>
	At least Master's degree in environmental sciences, management, or another field relevant to the project; <b>(minimum requirement);</b> Master's degree – 20 Points (minimum requirement) PHD – 25 points	20	25
	At least organizing/elaboration of 5 analytical/policy papers and/or reports in related fields developed <b>(minimum requirement);</b> 5 projects – 50 Points (minimum requirement) More than 5 – 60 points	50	60
	At least 7-year experience in any of following: climate change strategies, policies, reporting; renewable energy, energy efficiency, sustainable transport, green technologies; <b>(minimum requirement)</b> 7 Years – 50 Points (minimum requirement) More than 7 – 60 points	50	60
	Involvement in the preparation of National Communications and/or BURs will be considered as an asset		10
	Knowledge of Georgian and English is a must <b>(minimum requirement)</b>	10	10
3.2	<b>Subject-matter Consultant/Expert</b>	<b>100</b>	<b>135</b>
	At least 5-year experience in the field of climate change or other field relevant to the assignment <b>(minimum requirement);</b> 5 Years – 45 Points (minimum requirement) More than 5 years – 50 points	45	50
	Participation in elaboration of 5 analytical/policy papers and/or reports in related fields; <b>(minimum requirement);</b> 5 cases – 45 Points (minimum requirement) More than 5 – 50 points	45	50
	Professional certificates (UNFCCC accreditations) in Climate Change related fields will be an asset;		25
	Knowledge of Georgian and English is a must <b>(minimum requirement)</b>	10	10
	<b>Total Part 3</b>	<b>230</b>	<b>300</b>