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REQUEST FOR PROPOSAL (RFP)

NAME & ADDRESS OF FIRM	DATE: 25 February 2020
	REFERENCE: EU-UNDP joint project "Consolidating Parliamentary Democracy in Georgia" - #00111651

Dear Sir / Madam:

We kindly request you to submit your Proposal for Supporting the Supreme Council of the Autonomous Republic of Ajara (SCA) to conduct its comprehensive needs assessment and provide recommendations for improving institutional performance.

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

Proposals may be submitted in sealed and stamped envelopes on or before 12:00 pm, Thursday, March 12, 2020 via courier mail to the address below:

United Nations Development Programme
Project "Consolidating Parliamentary Democracy in Georgia"
9, Eristavi Street, Tbilisi, Georgia
Tinatin Suladze

Mobile: +995 595 45 17 80; e-mail: tinatin.suladze@undp.org

Prep-bid meeting: Pre-bid conference will be conducted:

Time: 14:00 GMT+4;

Date: March 4, 2020;

Venue: UN Conference Hall, I Floor, UN House, **9, Eristavi Street, Tbilisi, Georgia**

If interested bidders cannot attend the pre-bid conference, it is possible to join the meeting **only via skype (No other mean communication will be excepted including Business Skype)**. In that case, interested bidder must provide skype address by email to tinatin.suladze@undp.org (subject: Institutional Needs Assessment of the Supreme Council of Ajara (SCA)) no later than COB March 2, 2020.

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 the title of the tender

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

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

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

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

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

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

No price variation due to escalation, inflation, fluctuation in exchange rates, or any other market factors shall be accepted by UNDP after it has received the Proposal. At the time of Award of Contract or Purchase Order, UNDP reserves the right to vary (increase or decrease) the quantity of services and/or goods, by up to a maximum twenty-five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.

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

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

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

<http://www.undp.org/content/undp/en/home/operations/procurement/business/protest-and-sanctions.html>

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 :

https://www.un.org/Depts/ptd/sites/www.un.org.Depts.ptd/files/files/attachment/page/pdf/unsc/c/conduct_english.pdf

Thank you and we look forward to receiving your Proposal.

Sincerely yours,



Sophie Guruli
Project Manager
25 February 2020

DESCRIPTION OF REQUIREMENTS

Context of the Requirement	UNDP Project <i>Consolidating Parliamentary Democracy in Georgia</i> is a three-year project funded by the European Union (EU). The project is built upon progress achieved in the course of implementation of the previous EU-UNDP Project “Strengthening the System of Parliamentary Democracy in Georgia” (June 2016 – May 2019). The current project contributes to the improved democratic governance in Georgia through strengthening the performance of the Parliament of Georgia and the Supreme Council of Autonomous Republic of Ajara (SCA) in the new context of constitutional and legislative framework. Detailed information on the project’s activities directed at the institutional strengthening of the SCA can be found in the Terms of Reference (TOR) – Annex 4.
Implementing Partner of UNDP	N/A
Brief Description of the Required Services	Conduct institutional needs assessment for the SCA. Detailed description can be found in TOR - Annex 4.
List and Description of Expected Outputs to be Delivered	<ol style="list-style-type: none"> 1. Detailed activity plan and methodology; 2. Presentation of the summary and main findings of the desk research and interviews; 3. Draft needs assessment report; 4. Workshops and presentation of the draft report; 5. Final Needs Assessment report; 6. Presentation of the Final Needs Assessment report; 7. Final report on performed activities to be submitted to UNDP.
Person to Supervise the Work/Performance of the Service Provider	<p>Direct Supervision - UNDP Project Officer</p> <p>Overall Supervision - UNDP Project Manager</p>
Frequency of Reporting	Once - at the final stage.
Progress Reporting Requirements	N/A
Location of work	<input checked="" type="checkbox"/> At Contractor’s Location <input checked="" type="checkbox"/> At Location of the SCA (Batumi, Georgia)
Expected duration of work	Contract Duration is 15 weeks.
Target start date	26 March 2020

Latest completion date	Mid July 2020			
Travels Expected	Interviewers may need to travel to Batumi, Georgia:			
	Destination/s	Estimated Duration	Brief Description of Purpose of the Travel	Target Date/s
	Batumi	One month in total	Field work: Face-to-face interviews Workshops and presentations	March – May 2020
Special Security Requirements	N/A			
Facilities to be Provided by UNDP (i.e., must be excluded from Price Proposal)	SCA will provide space for interviews in the SCA building, as well as space for conducting presentations and workshops. Where required, UNDP will also provide conference facilities.			
Implementation Schedule indicating breakdown and timing of activities/sub-activities	<input checked="" type="checkbox"/> Required			
Names and curriculum vitae of individuals who will be involved in completing the services	<input checked="" type="checkbox"/> Required			
Currency of Proposal	<input checked="" type="checkbox"/> United States Dollars For local contractors, the payment will be made in GEL according to UN exchange rate at the date of payment.			
Value Added Tax on Price Proposal	<input checked="" type="checkbox"/> Must be exclusive of VAT and other applicable indirect taxes			
Validity Period of Proposals (Counting for the last day of submission of quotes)	<input checked="" type="checkbox"/> 90 days In exceptional circumstances, UNDP may request the Service Provider 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			
	Outputs	Percentage	Timing	Condition for Payment Release

Payment Terms	Detailed activity plan and methodology; Presentation of the summary and main finding of the desk research and interviews (in Georgian).	30% of the contract price	5th week	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
	Draft needs assessment report (in Georgian); Workshops and presentation of the draft report.	35% of the contract price	9th week	
	Final needs assessment report (in Georgian and English). Presentation of the final needs assessment report.	30% of the contract price	13th week	
	Final report to UNDP on performed activities (in English).	5% of the contract price	15th week	
Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment	Initial review and approval – UNDP Project Officer Final review, approval and authorization of payment – UNDP Project Manager			
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 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	<u>Technical Proposal (70%)</u> <input checked="" type="checkbox"/> Expertise of the Firm 20% <input checked="" type="checkbox"/> Methodology, Its Appropriateness to the Condition and Timeliness of the Implementation Plan 25% <input checked="" type="checkbox"/> Management Structure and Qualification of Key Personnel 25%			

	<p>Financial Proposal (30%)</p> <p>To be computed as a ratio of the Proposal's offer to the lowest price among the proposals received by UNDP. For further details, please refer to Technical Proposal Evaluation Form (Annex 5).</p> <p>The technical proposal is evaluated on the basis of its responsiveness to the Terms of Reference (TOR) and scoring is allocated in accordance with the Annex 5. If the offeror does not meet any of the minimum technical qualification criteria/requirements given in Annex 5, it will be assessed by score zero and will be automatically disqualified. Disqualified offeror will not be evaluated further.</p>
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 Submitting Service Provider's Proposal (Annex 2) <input checked="" type="checkbox"/> General Terms and 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)	<p>Tinatin Suladze, UNDP Project's Administrative/Finance Assistant (for procedural and finance issues)</p> <p>Tinatin.suladze@undp.org</p> <p>Irine Urushadze, UNDP Project Officer (for issues related to contents of the consultancy)</p> <p>Irine.urushadze@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>
Other Information [pls. specify]	Pre-proposal meeting will be organized by UNDP on 4 March 2020, 14:00 hrs at UN House (9, Eristavi St. Tbilisi)

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

Tbilisi

[insert: Date]

To: Sophie Guruli, Project Manager, Consolidating Parliamentary Democracy in Georgia
 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 2/26/2020, and all of its attachments, as well as the provisions of the UNDP General Contract Terms and Conditions:

A. Qualifications of the Service Provider

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

- a) Profile – describing the nature of business, field of expertise, licenses, certifications, accreditations;
- b) Business Licenses – Registration Papers, Tax Payment Certification;
- c) Track Record – list of clients for similar services as those required by UNDP, indicating description of contract scope, contract duration, contract value, contact references;
- d) Latest Audited Financial Statement, if any, and/or income statement and balance sheet to indicate its financial stability, liquidity, credit standing, and market reputation, etc.
- e) 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
- f) Financial capacity - no debts towards budget exist;
- g) Annual financial turnover - minimum GEL 200,000 (per year) during the last 2 years (**minimum requirement**).
- h) At least five years of experience in consultancy on institutional development and organizational

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

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

management related issues **(minimum requirement)**;

- i) At least three projects involving consultancy for public institutions on institutional development and organizational management related issues **(minimum requirement)**;
- j) Human resources capacity – organization employs a minimum of two permanent staff in its consultancy division **(minimum requirement)**;
- k) 2 letters of recommendation from previous contract providers in the similar projects – provision of consultancy on institutional development for public institutions **(minimum requirement)**.
- l) A letter of recommendation from an international/donor organization will be an asset.

B. **Proposed Methodology for the Completion of Services**

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

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: 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 that would be adopted to address them.*
- b) *Work Plan: In this chapter the Proposer should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones 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.*

C. **Qualifications of Key Personnel**

Company shall propose at least one Senior Organizational Development Consultant/Expert, one Legal Consultant/Expert and one Communications Consultant/Expert. Structure with clearly defined roles must be provided.

If required by the RFP, 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) *CVs demonstrating qualifications must be submitted if required by the RFP;*
- c) *and Written confirmation from each personnel that they are available for the entire duration of the contract.*

At minimum:

a) Senior Organizational Development Consultant/Expert

- At least five years of relevant work experience in consulting organizations on institutional development and organizational management related issues **(minimum requirement);**
- Participation in at least five projects involving tasks similar to the given assignment, more particularly conducting institutional assessments involving all layers of organizational activity, such as organizational structure and setup, business processes, human resources, etc.) **(minimum requirement);**
- Participation in at least three projects involving consultancy to public institutions **(minimum requirement);**

b) Legal Consultant/Expert

- At least five years of work experience as a lawyer/legal consultant working on the issues pertaining to constitutional/public law domain **(minimum requirement);**
- Participation in at least three projects with a direct task of researching into the constitutional and/or regulatory framework of public institution(s) **(minimum requirement);**

c) Communications Consultant/Expert

- At least five years of work experience in consulting public, private and/or non-governmental organizations in strategic communications **(minimum requirement);**
- Participation in at least five projects with a direct task of researching into and assessing the communication structures, capacities and tools (including ICT and new media) **(minimum requirement);**
- Participation in at least three projects involving similar consultancy to public institutions **(minimum requirement);**

D. Cost Breakdown per Deliverable*

	Deliverables <i>[list them as referred to in the RFP]</i>	Percentage of Total Price (Weight for payment)	Price <i>(Lump Sum, All Inclusive)</i>
1	Deliverable 1 Detailed activity plan and methodology; Presentation of the summary and main finding of the desk research and interviews	30%	
2	Deliverable 2	35%	

	Draft needs assessment report; Workshops and presentation of the draft report		
3	Deliverable 3 Final needs assessment report; Presentation of the final needs assessment report	30%	
4	Deliverable 4 Final report to UNDP on performed activities	5%	
	Total	100%	

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

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

Description of Activity	Remuneration (per Day)*	Total Period of Engagement (Days)*	No. of Personnel	Total Rate
I. Personnel Services **				
1. Senior Organizational Development Consultant/Expert				
2. Legal Consultant/Expert				
3. Communications Consultant/Expert				
II. Out of Pocket Expenses				
1. Travel Costs				
2. Accommodation costs				
3. Daily Allowance				
III. Other Related Costs				
1. Communications				
2. Translation costs				
3. Printing costs				
4. Other costs if applicable***				

*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.

GENERAL TERMS AND CONDITIONS FOR SERVICES

This Contract is between the United Nations Development Programme, a subsidiary organ of the United Nations established by the General Assembly of the United Nations (hereinafter "UNDP"), on the one hand, and a company or organization indicated in the Face Sheet of this Contract (hereinafter the "Contractor"), on the other hand.

1. LEGAL STATUS OF THE PARTIES: UNDP and the Contractor shall be referred to as a "Party" or, collectively, "Parties" hereunder, and:

1.1 Pursuant, *inter alia*, to the Charter of the United Nations and the Convention on the Privileges and Immunities of the United Nations, the United Nations, including its subsidiary organs, has full juridical personality and enjoys such privileges and immunities as are necessary for the independent fulfillment of its purposes.

1.2 The Contractor shall have the legal status of an independent contractor *vis-à-vis* UNDP, and nothing contained in or relating to the Contract shall be construed as establishing or creating between the Parties the relationship of employer and employee or of principal and agent. The officials, representatives, employees, or subcontractors of each of the Parties shall not be considered in any respect as being the employees or agents of the other Party, and each Party shall be solely responsible for all claims arising out of or relating to its engagement of such persons or entities.

2. OBLIGATIONS OF THE CONTRACTOR:

2.1 The Contractor shall perform and complete the services described in the Terms of Reference and Schedule of Payments (hereinafter the "Services"), with due diligence and efficiency, and in accordance with this Contract. The Contractor shall also provide all technical and administrative support needed in order to ensure the timely and satisfactory performance of the Services.

2.2 The Contractor represents and warrants the accuracy of any information or data provided to UNDP for the purpose of entering into this Contract, as well as the quality of the deliverables and reports foreseen under this Contract, in accordance with the highest industry and professional standards.

2.3 All time limits contained in this Contract shall be deemed to be of the essence in respect of the performance of the provision of the Services.

3. LONG TERM AGREEMENT: If the Contractor is engaged by UNDP on the basis of a long-term agreement ("LTA") as indicated in the Face Sheet of this Contract, the following conditions shall apply:

3.1 UNDP does not warrant that any quantity of Services shall be ordered during the term of the LTA.

3.2 Any UNDP business unit, including, but not limited to, a Headquarters unit, a Country Office or a Regional Centre, as well as any United Nations entity, may benefit from the retainer and order Services from the Contractor hereunder.

3.3 The Contractor shall provide the Services, as and when requested by UNDP and reflected in a purchase order, which shall be subject to the terms and conditions stipulated in this Contract. For the avoidance of doubt, UNDP shall acquire no legal obligations

towards the Contractor unless and until a purchase order is issued.

3.4 The Services shall be at the Discount Prices annexed hereto. The prices shall remain in effect for a period of three years from the Starting Date stated in the Face Sheet of this Contract.

3.5 In the event of any advantageous technical changes and/or downward pricing of the Services during the term of the retainer, the Contractor shall notify UNDP immediately. UNDP shall consider the impact of any such event and may request an amendment to the retainer.

3.6 The Contractor shall report semi-annually to UNDP on the Services provided, unless otherwise specified in the Contract. Each report should be submitted to the UNDP Contact Person indicated in as indicated in the Face Sheet hereto, as well as to a UNDP business unit that has placed a purchase order for the Services during the reporting period.

3.7 The LTA shall remain in force for the maximum period of two years and may be extended by UNDP for one additional year by mutual agreement of the Parties.

4. PRICE AND PAYMENT:

4.1 FIXED PRICE: If Fixed Price is chosen as a payment method pursuant to the Face Sheet of this Contract, in full consideration for the complete and satisfactory provision of the Services, UNDP shall pay the Contractor a fixed amount indicated in the Face Sheet of this Contract.

4.1.1 The amount stated in the Face Sheet of this Contract is not subject to any adjustment or revision because of price or currency fluctuations, or the actual costs incurred by the Contractor in the performance of the Contract.

4.1.2 UNDP shall effect payments to the Contractor in the amounts and pursuant to the schedule of payments set forth in the Terms of Reference and Schedule of Payments, upon completion by the Contractor of the corresponding deliverable(s) and upon acceptance by UNDP of the original invoices submitted by the Contractor to the UNDP Contact Person indicated in the Face Sheet of this Contract, together with whatever supporting documentation that may be required by UNDP:

4.1.3 Invoices shall indicate a deliverable completed and the corresponding amount payable.

4.1.4 Payments effected by UNDP to the Contractor shall be deemed neither to relieve the Contractor of its obligations under this Contract nor as acceptance by UNDP of the Contractor's provision of the Services.

4.2 COST REIMBURSEMENT: If Cost Reimbursement is chosen as a payment method pursuant to the Face Sheet of this Contract, in full consideration for the complete and satisfactory provision of the Services under this Contract, UNDP shall pay the Contractor an amount not exceeding the total amount stated in the Face Sheet of this Contract.

4.2.1 The said amount is the maximum total amount of reimbursable costs under this Contract. The breakdown of costs contained in the Financial Proposal, referred to in the Face Sheet to this Contract shall specify the maximum amount per each cost category that is reimbursable under this Contract. The Contractor shall specify in its invoices or financial reports (as required by UNDP) the amount of the actual reimbursable costs incurred in the provision of the Services.

4.2.2 The Contractor shall not provide the Services or equipment, materials and supplies that may result in any costs in excess of the amount stated in the Face Sheet of this Contract, or of the maximum amount per each cost category specified in the breakdown of costs contained in the Financial Proposal, without the prior written agreement of the UNDP

Contact Person.

4.2.3 The Contractor shall submit original invoices or financial reports (as required by UNDP) for the Services provided in accordance with the schedule set forth in the Terms of Reference and Schedule of Payments. Such invoices or financial reports shall indicate a deliverable or deliverables completed and the corresponding amount payable. They shall be submitted to the UNDP Contact Person, together with whatever supporting documentation of the actual costs incurred that is required in the Financial Proposal, or may be required by UNDP.

4.2.4 UNDP shall effect payments to the Contractor upon completion by the Contractor of the deliverable(s) indicated in the original invoices or financial reports (as required by UNDP) and upon acceptance of these invoices or financial reports by UNDP. Such payments shall be subject to any specific conditions for reimbursement specified in the breakdown of costs contained in the Financial Proposal.

4.2.5 Payments effected by UNDP to the Contractor shall be deemed neither to relieve the Contractor of its obligations under this Contract nor as acceptance by UNDP of the Contractor's performance of the Services.

5. ADVANCE PAYMENT:

5.1 If an advance payment is due to the Contractor pursuant to the Face Sheet of this Contract, the Contractor shall submit an original invoice for the amount of that advance payment upon signature of this Contract by the Parties.

5.2 If an advance payment representing 20% or more of the total contract value, or amounting to US\$30,000 or more, is to be made by UNDP upon signature of the Contract by the Parties, such payment shall be contingent upon receipt and acceptance by UNDP of a bank guarantee or a certified cheque for the full amount of the advance payment, valid for the duration of the Contract, and in a form acceptable to UNDP.

6. SUBMISSION OF INVOICES AND REPORTS:

6.1 All original invoices, financial reports and any other reports and supporting documentation required under this Contract shall be submitted by mail by the Contractor to UNDP Contact Person. Upon request of the Contractor, and subject to approval by UNDP, invoices and financial reports may be submitted to UNDP by fax or email.

6.2 All reports and invoices shall be submitted by the Contractor to the UNDP Contact Person specified in the Face Sheet of this Contract.

7. TIME AND MANNER OF PAYMENT:

7.1 Invoices shall be paid within thirty (30) days of the date of their acceptance by UNDP. UNDP shall make every effort to accept an original invoice or advise the Contractor of its non-acceptance within a reasonable time from receipt.

7.2 Where the Services are to be provided, in addition to an invoice, the Contractor shall submit to UNDP a report, describing in detail the Services provided under the Contract during the period of time covered in each report. All reports shall be written in the English language.

8. RESPONSIBILITY FOR EMPLOYEES:

8.1 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.

8.2 The Contractor is responsible for and shall assume all risk and liabilities relating to its personnel and property. The Contractor shall (i) put in place an appropriate security plan and maintain the security plan, taking into account the security situation in the country where the Services are being provided; and (ii) assume all risks and liabilities related to the Contractor's security, and the full implementation of the security plan. UNDP reserves the right to verify whether such a plan is in place, and to suggest modifications to the plan when necessary. Failure to maintain and implement an appropriate security plan as required hereunder shall be deemed a breach of this contract. Notwithstanding the foregoing, the Contractor shall remain solely responsible for the security of its personnel and for UNDP's property in its custody as set forth above.

9. 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.

10. SUBCONTRACTING: 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.

11. 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 worker'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.

12. INSURANCE AND LIABILITY:

12.1 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.

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

12.3 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.

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

12.4.1 Name UNDP as additional insured;

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

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

12.5 The Contractor shall, upon request, provide UNDP with satisfactory evidence of the insurance required under this Article 12.

13. ENCUMBRANCES AND 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 UNDP against any monies due to the Contractor or that may become due for any work done or against any goods supplied or materials furnished under the Contract, or by reason of any other claim or demand against the Contractor or UNDP.

14. EQUIPMENT FURNISHED BY UNDP TO THE CONTRACTOR: Title to any equipment and supplies that may be furnished by UNDP to the Contractor for the performance of any obligations under the Contract shall rest with UNDP, and any such equipment shall be returned to UNDP at the conclusion of the 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, and the Contractor shall be liable to compensate UNDP for the actual costs of any loss of, damage to, or degradation of the equipment that is beyond normal wear and tear.

15. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

15.1 Except as is otherwise expressly provided in writing in the Contract, 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 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. The Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for UNDP.

15.2 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, UNDP does not and shall not claim any ownership interest thereto, and the Contractor grants to 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.

15.3 At the request of 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 UNDP in compliance with the requirements of the applicable law and of the Contract.

15.4 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 UNDP, shall be made available for use or inspection by 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.

16. PUBLICITY, AND USE OF THE NAME, EMBLEM OR OFFICIAL SEAL OF UNDP OR THE UNITED NATIONS: The Contractor shall not advertise or otherwise make public for purposes of commercial advantage or goodwill that it has a contractual relationship 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 the United Nations in connection with its business or otherwise without the written permission of UNDP.

17. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION: Information and data that is considered proprietary by either Party or 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:

17.1 The Recipient shall:

17.1.1 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*,

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

17.2 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 17, the Recipient may disclose Information to:

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

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

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

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

17.2.2.3 for the United Nations, a principal or subsidiary organ of the United Nations established in accordance with the Charter of the United Nations.

17.3 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 UNDP sufficient prior notice of a request for the disclosure of Information in order to allow UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.

17.4 UNDP may disclose Information to the extent as required pursuant to the Charter of the United Nations, or pursuant to resolutions or regulations of the General Assembly or rules promulgated thereunder.

17.5 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.

17.6 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.

18. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS:

18.1 In the event of and as soon as possible after the occurrence of any cause constituting *force majeure*, the affected Party shall give notice and full particulars in writing to the other Party, of such occurrence or cause if the affected Party is thereby rendered unable, wholly

or in part, to perform its obligations and meet its responsibilities under the Contract. The affected Party shall also notify the other Party of any other changes in condition or the occurrence of any event which interferes or threatens to interfere with its performance of the Contract. Not more than fifteen (15) days following the provision of such notice of *force majeure* or other changes in condition or occurrence, the affected Party shall also submit a statement to the other Party of estimated expenditures that will likely be incurred for the duration of the change in condition or the event of *force majeure*. On receipt of the notice or notices required hereunder, the Party not affected by the occurrence of a cause constituting *force majeure* shall take such action as it reasonably considers to be appropriate or necessary in the circumstances, including the granting to the affected Party of a reasonable extension of time in which to perform any obligations under the Contract.

18.2 If the Contractor is rendered unable, wholly or in part, by reason of *force majeure* to perform its obligations and meet its responsibilities under the Contract, UNDP shall have the right to suspend or terminate the Contract on the same terms and conditions as are provided for in Article 19, "Termination," except that the period of notice shall be seven (7) days instead of thirty (30) days. In any case, UNDP shall be entitled to consider the Contractor permanently unable to perform its obligations under the Contract in case the Contractor is unable to perform its obligations, wholly or in part, by reason of *force majeure* for any period in excess of ninety (90) days.

18.3 *Force majeure* as used herein means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, or any other acts of a similar nature or force, *provided that* such acts arise from causes beyond the control and without the fault or negligence of the Contractor. The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in areas in which 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.

19. TERMINATION:

19.1 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 22.2 ("Arbitration"), below, shall not be deemed a termination of this Contract.

19.2 UNDP may terminate the Contract at any time by providing written notice to the Contractor in any case in which the mandate of UNDP applicable to the performance of the Contract or the funding of UNDP applicable to the Contract is curtailed or terminated, whether in whole or in part. In addition, unless otherwise provided by the Contract, upon sixty (60) day's advance written notice to the Contractor, UNDP may terminate the Contract without having to provide any justification therefor.

19.3 In the event of any termination of the Contract, no payment shall be due from UNDP to the Contractor except for the Services satisfactorily provided to UNDP in accordance with the requirements of the Contract.

19.4 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, 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 UNDP of the

occurrence of any of the above events.

19.5 The provisions of this Article 19 are without prejudice to any other rights or remedies of UNDP under the Contract or otherwise.

20. NON-WAIVER OF RIGHTS: The failure by either Party to exercise any rights available to it, whether under the Contract or otherwise, shall not be deemed for any purposes to constitute a waiver by the other Party of any such right or any remedy associated therewith, and shall not relieve the Parties of any of their obligations under the Contract.

21. NON-EXCLUSIVITY: Unless otherwise specified in the Contract, UNDP shall have no obligation to purchase any minimum quantities of goods or services from the Contractor, and UNDP shall have no limitation on its right to obtain goods or services of the same kind, quality and quantity described in the Contract, from any other source at any time.

22. SETTLEMENT OF DISPUTES:

22.1 AMICABLE SETTLEMENT: The Parties shall use their best efforts to amicably settle any dispute, controversy, or claim arising out of the 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 Conciliation Rules then obtaining of the United Nations Commission on International Trade Law ("UNCITRAL"), or according to such other procedure as may be agreed between the Parties in writing.

22.2 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 22.1, 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. 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") and Article 34 ("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.

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

24. TAX EXEMPTION:

24.1 Article II, 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 restrictions, 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 exemptions of UNDP from such taxes, restrictions, duties, or charges, the Contractor shall immediately consult with UNDP to determine a mutually acceptable procedure.

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

25. MODIFICATIONS: No modification or change in this Contract shall be valid and enforceable against UNDP unless executed in writing by the duly authorized representatives of the Parties.

26. AUDITS AND INVESTIGATIONS:

26.1 Each invoice paid by UNDP shall be subject to a post-payment audit by auditors, whether internal or external, of UNDP or by other authorized and qualified agents of UNDP at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract. UNDP shall be entitled to a refund from the Contractor for any amounts shown by such audits to have been paid by UNDP other than in accordance with the terms and conditions of the Contract.

26.2 UNDP may conduct investigations relating to any aspect of the Contract or the award thereof, the obligations performed under the Contract, and the operations of the Contractor generally relating to performance of the Contract at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract.

26.3 The Contractor shall provide its full and timely cooperation with any such inspections, post-payment audits or investigations. Such cooperation shall include, but shall not be limited to, the Contractor's obligation to make available its personnel and any relevant documentation for such purposes at reasonable times and on reasonable conditions and to grant to UNDP access to the Contractor's premises at reasonable times and on reasonable conditions in connection with such access to the Contractor's personnel and relevant documentation. The Contractor shall require its agents, including, but not limited to, the Contractor's attorneys, accountants or other advisers, to reasonably cooperate with any inspections, post-payment audits or investigations carried out by UNDP hereunder.

26.4 UNDP shall be entitled to a refund from the Contractor for any amounts shown by such audits or investigations to have been paid by UNDP other than in accordance with the terms and conditions of the Contract. The Contractor also agrees that, where applicable, donors to UNDP whose funding is the source of, in whole or in part, the funding for the procurement of Goods and/or Services which are the subject of this Contract, shall have direct recourse to the Contractor for the recovery of any funds determined by UNDP to have been used in violation of or inconsistent with this Contract.

27. LIMITATION ON ACTIONS:

27.1 Except with respect to any indemnification obligations in Article 11, above, or as are otherwise set forth in the Contract, any arbitral proceedings in accordance with Article 22.2, above, arising out of the Contract must be commenced within three years after the

cause of action has accrued.

27.2 The Parties further acknowledge and agree that, for these purposes, a cause of action shall accrue when the breach actually occurs, or, in the case of latent defects, when the injured Party knew or should have known all of the essential elements of the cause of action, or in the case of a breach of warranty, when tender of delivery is made, except that, if a warranty extends to future performance of the goods or any process or system and the discovery of the breach consequently must await the time when such goods or other process or system is ready to perform in accordance with the requirements of the Contract, the cause of action accrues when such time of future performance actually begins.

28. ESSENTIAL TERMS: The Contractor acknowledges and agrees that each of the provisions in Articles 29 to 35 hereof constitutes an essential term of the Contract and that any breach of any of these provisions shall entitle UNDP to terminate the Contract or any other contract with UNDP immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind. In addition, nothing herein shall limit the right of UNDP to refer any alleged breach of the said essential terms to the relevant national authorities for appropriate legal action.

29. SOURCE OF INSTRUCTIONS: The Contractor shall neither seek nor accept instructions from any authority external to UNDP in connection with the performance of its obligations under the Contract. Should any authority external to UNDP seek to impose any instructions concerning or restrictions on the Contractor's performance under the Contract, the Contractor shall promptly notify UNDP and provide all reasonable assistance required by UNDP. The Contractor shall not take any action in respect of the performance of its obligations under the Contract that may adversely affect the interests of UNDP or the United Nations, and the Contractor shall perform its obligations under the Contract with the fullest regard to the interests of UNDP.

30. STANDARDS OF CONDUCT: The Contractor warrants that it has not and shall not offer any direct or indirect benefit arising from or related to the performance of the Contract, or the award thereof, to any representative, official, employee or other agent of UNDP. The Contractor shall comply with all laws, ordinances, rules and regulations bearing upon the performance of its obligations under the Contract. In addition, in the performance of the Contract, the Contractor shall comply with the Standards of Conduct set forth in the Secretary General's Bulletin ST/SGB/2002/9 of 18 June 2002, entitled "Regulations Governing the Status, Basic Rights and Duties of Officials other than Secretariat Officials, and Expert on Mission" and ST/SGB/2006/15 of 26 December 2006 on "Post-employment restrictions", and shall also comply with and be subject to the requirements of the following:

30.1 The UN Supplier Code of Conduct;

30.2 UNDP Policy on Fraud and other Corrupt Practices ("UNDP Anti-fraud Policy");

30.3 UNDP Office of Audit and Investigations (OAI) Investigation Guidelines;

30.4 UNDP Vendor Sanctions Policy; and

30.5 All security directives issued by UNDP.

The Contractor acknowledges and agrees that it has read and is familiar with the requirements of the foregoing documents which are available online at www.undp.org or at <http://www.undp.org/content/undp/en/home/operations/procurement/business/>. In making such acknowledgement, the Contractor represents and warrants that it is in compliance with the requirements of the foregoing, and will remain in compliance throughout the term of this Contract.

31. OBSERVANCE OF THE LAW: The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the Contract. In addition, the Contractor shall maintain compliance with all obligations relating to its registration as a qualified vendor of goods or services to UNDP, as such obligations are set forth in UNDP vendor registration procedures.

32. CHILD LABOR: The Contractor represents and warrants that neither it, its parent entities (if any), nor any of the Contractor's subsidiary or affiliated entities (if any) 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.

33. MINES: The Contractor represents and warrants that neither it, its parent entities (if any), nor any of the Contractor's subsidiaries or affiliated entities (if any) is engaged in the sale or manufacture of anti-personnel mines or components utilized in the manufacture of anti-personnel mines.

34. SEXUAL EXPLOITATION:

34.1 In the performance of the Contract, the Contractor shall comply with the Standards of Conduct set forth in the Secretary-General's bulletin ST/SGB/2003/13 of 9 October 2003, concerning "Special measures for protection from sexual exploitation and sexual abuse." In particular, the Contractor shall not engage in any conduct that would constitute sexual exploitation or sexual abuse, as defined in that bulletin.

34.2 The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by its employees or any other persons engaged and controlled 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 reasonable and appropriate measures to prohibit its employees or other persons engaged and controlled by it from exchanging any money, goods, services, or other things of value, for sexual favors or activities, or from engaging any sexual activities that are exploitive or degrading to any person.

34.3 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.

35. ANTI-TERRORISM: The Contractor agrees to undertake all reasonable efforts to ensure that none of the UNDP funds received under the Contract is used to provide support to individuals or entities associated with terrorism and that recipients of any amounts provided by UNDP hereunder do not appear on the list maintained by the Security Council Committee established pursuant to resolution 1267 (1999). The list can be accessed via https://www.un.org/sc/suborg/en/sanctions/1267/aq_sanctions_list. This provision must be included in all sub-contracts or sub-agreements entered into under the Contract.

TERMS OF REFERENCE

Institutional Needs Assessment of the Supreme Council of Ajara (SCA)

Project:	Consolidating Parliamentary Democracy in Georgia
Proposal Title:	Institutional Needs Assessment of the Supreme Council of Ajara (SCA)
Duty Station:	Tbilisi and Batumi, Georgia
Expected Starting Date:	26 March 2020
Duration of Contract:	15 weeks

BACKGROUND

Consolidating Parliamentary Democracy in Georgia is a joint project of the European Union and United Nations Development Programme. The project is funded by the EU with contributions from the Parliament of Georgia and Supreme Council of Ajara (SCA).

The project strategy aligns with the core commitments of both the United Nations and the European Union to representative and accountable democracy as the best means to assure human rights and human development. It also builds on and promotes sustainability of the results achieved through the previous EU-UNDP parliamentary intervention (2014-2019), and focuses on consolidating the new system of parliamentary democracy in the country

While the main focus of the project is on the Parliament of Georgia, a smaller component entails working with the legislature of the Autonomous Republic of Ajara - the SCA. The support leverages on the development work conducted with the Parliament of Georgia in the previous years and sharing of the tools and capacity building practices between the two institutions. More particularly, the project plans to provide support to the SCA in leading an inclusive and consultative process for designing a multi-year Institutional Development Strategy and Action Plan. The document shall set a comprehensive road map for the SCA leadership and staff to implement sustainable institutional reforms, estimate required resources and define a scheme for monitoring and evaluation of progress. Based on the Action Plan, the project will further support the SCA in the implementation of the selected actions to facilitate the implementation of institutional reforms and development of internal capacities.

The SCA is a supreme representative body of the Autonomous Republic of Ajara which exercises the legislative function and oversees the activities of the Government of the Autonomous Republic. It consists of 21 members elected for a four-year term, with 15 members elected through the proportional list and the other six through the majoritarian system. The SCA has a Chairperson and a Deputy Chairperson who are members of the Council Bureau, along with the chairpersons of the committees and factions. The SCA has six committees and four factions. Similar to the Parliament of Georgia, the SCA has a Gender Equality Council consisting of eleven members.³

The SCA adopts the Constitution and other laws of Ajara; approves the budget of the Autonomous Republic and exercises financial oversight over the expenditures of the Ajara Government; expresses

³ Official website of the SCA <http://sca.ge/eng/static/71/umaghlesi-sabchos-shesakheb>

vote of confidence to the Government of Ajara; under the Constitution of Georgia, has the right of legislative initiative and can file a constitutional complaint at the Constitutional Court of Georgia.

Although the SCA mandate is not as extensive as of the Parliament of Georgia, the Council is an important democratic institution for Ajara, and needs to improve its performance to be better able to engage in the legislative process at local level, oversee the activities of the Ajara Government and represent the residents of Ajara – all of these leading to stronger regional development. The SCA requires a holistic approach to institutional reforms and the strengthening of internal capacities. This shall be based on an in-depth analysis of all the related institutional challenges and identification of priority areas for development.

AIM OF THE ASSIGNMENT

The overall objective of the assignment is to conduct a comprehensive needs assessment of the SCA and drawing on the main findings provide relevant recommendations.

This is the first ever assessment that aims to identify the institutional needs of the SCA which hinder effective and efficient implementation of its constitutional functions and competences. As part of the assessment, the SCA's regulatory framework, working procedures, practices and institutional capacities shall be evaluated and relevant recommendations provided.

While performing the assignment, a participatory process shall be ensured through conducting intensive consultations with both internal and external key stakeholders. This shall include members and staff of the SCA, Ajara government officials, representatives of local civil society and other engaged parties. Findings of the assessment as well as the drafts of the assessment report shall be shared and discussed with the SCA representatives at each stage to collect and consider their feedback in the final document and ensure local ownership of the process.

SCOPE OF WORK AND EXPECTED OUTPUT

The assignment shall be performed in the following stages:

1.1. Activity Plan and Methodology

Before embarking on the actual needs assessment exercise, the selected organization shall design and validate with the SCA and UNDP an activity plan and methodology according to which it plans to undertake the assignment. Among others, it shall include a timeline of concrete actions and deliverables, materials for research, areas of analysis, a list of key interviewees and stakeholders, targeted questionnaires and other.

1.2. Desk Research and Interviews

The organization shall conduct the analysis of the Constitution of Georgia, Constitutional Law of Georgia on the Autonomous Republic of Ajara, Constitution of Ajara (Organic Law of Georgia), Rules of Procedures of the Supreme Council of Ajara and any other regulatory framework that will provide information regarding the core competencies of the SCA.

Face-to-face interviews and/or focus group discussions with the representatives of the SCA and selected stakeholders shall serve to validate the results of the above desk research and analyze the existing challenges and needs of the SCA both from institutional and organizational perspectives.

The overall analysis shall include, but not be limited to:

1. SCA's constitutional functions and general areas of activity:
 - a. Legislative function
 - b. Oversight function

- c. Representative function
2. Organizational and Human Resources:
 - a. Organizational structure and functions of different services,
 - b. Human resources management,
 - c. Committee and administrative staff capacities,
 - d. Business processes and practices
3. Communications
 - a. Internal communication and coordination practices
 - b. External communications: channels, tools and target audiences (media, civil society, private sector, general public)
 - c. Citizen engagement tools
4. Informational Technologies and Resources
5. International Partnerships

With external stakeholders, the analysis shall focus on the following issues:

- SCA capacities and challenges,
- Possible collaboration with the SCA,
- Potential for institutionalizing open governance initiatives in the SCA through active cooperation with the local civil society.

Main findings of the desk research and interviews shall be summarized in the report and discussed during the workshop with the relevant representatives of the SCA and UNDP. The feedback received from the participants of the workshop shall be further analyzed and considered during the development of the needs assessment report.

During the above workshop, the organization shall also present the outline and structure of the needs assessment report and agree it with the SCA and UNDP representatives.

1.3. First draft of the Needs Assessment Report

During the development of the needs assessment report, and where required, the organization may conduct additional meetings and/or workshops to gather additional information and/or validate concrete areas in the report.

The organization shall present the first draft of the report to the SCA and UNDP representatives during the workshop. Their feedback and comments shall be collected for analysis and further reflection in the final report.

1.4. Final Needs Assessment Report

Final Needs assessment report shall reflect the full analysis conducted by the organization in conjunction with the feedback and comments gathered from different stakeholders during the workshops. The report shall contain the interpretation of quantitative and qualitative data and any graphical presentations of the data - charts, tables and others as necessary per consultations with UNDP. The report shall be provided in both English and Georgian Languages.

Jointly with the SCA and UNDP representatives, the organization shall facilitate the presentation of the final needs assessment report to the members and staff of the SCA as well as external stakeholders.

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

1.5. Final Report on Performed Activities

Within a month after submission of the final Needs Assessment Report, the organization shall present to the UNDP its final report on performed activities in English. The report shall include but not be limited to the description of the process, engaged stakeholders, results reached, challenges encountered and recommendations for the follow up activities.

TIMING

#	Service	2020														
	Week	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
1	Activity Plan and Design of the methodology															
2	Conduct desk research															
3	Conducting interviews (internal and external analysis)															
4	Desk research and interview results presentation/workshop;															
5	Drafting needs assessment and findings															
6	Needs assessment report first draft presentation/workshop															
7	Analysis of the feedback and draft revision															
8	Presentation of the Final needs assessment report.															
9	Final Report of performed activities															

DELIVERABLES

The organization is expected to produce the following deliverables:

DELIVERABLES	DUE DATE
Deliverable 1 Detailed activity plan and methodology; Presentation of the summary and main finding of the desk research and interviews (in Georgian).	No later than 24 April 2020
Deliverable 2 Draft needs assessment report (in Georgian); Workshops and presentation of the draft report.	No later than 22 May 2020

Deliverable 3 Final needs assessment report (in Georgian and English). Presentation of the final needs assessment report.	No later than 19 June 2020
Deliverable 4 Final report to UNDP on performed activities (in English).	No later than 10 July 2020

ELIGIBILITY CRITERIA

Experience of conducting organizational needs assessment demonstrated by:

- Profile – describing the nature of business, field of expertise, licenses, certifications, accreditations;
- Business Licenses – Registration Papers, Tax Payment Certification;
- Track Record – list of clients for similar services as those required by UNDP, indicating description of contract scope, contract duration, contract value, contact references;
- Latest Audited Financial Statement, if any, and/or income statement and balance sheet to indicate its financial stability, liquidity, credit standing, and market reputation, etc.
- 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
- Financial capacity - no debts towards budget exist;
- Annual financial turnover - minimum GEL 200,000 (per year) during the last 2 years (**minimum requirement**).
- More than GEL 200,000 (per year) during the last two years (**additional points**);
- At least five years' experience in consultancy on institutional development and organizational management related issues (**minimum requirement**);
- More than five years' experience in consultancy on institutional development and organizational management related issues (**additional points**);
- At least three projects involving consultancy for public institutions on institutional development and organizational management related issues (**minimum requirement**);
- Experience in conducting of more than three projects involving consultancy for public institutions on institutional development and organizational management related issues (**additional points**);
- Organization employs a minimum of two permanent staff in its consultancy division (**minimum requirement**);
- Organization employs a more than two permanent staff in its consultancy division (**additional points**);
- Two letters of recommendation from previous contract providers in the similar projects – provision of consultancy on institutional development for public institutions (**minimum requirement**).
- A letter of recommendation from an international/donor organization will be an asset.

Qualified and experienced team consisting of, at a minimum:

- (1) **Senior Organizational Development Consultant/Expert** – At least five years of relevant work experience in consulting organizations on institutional development and organizational management related issues (**minimum requirement**); more than five years of relevant work experience in consulting organizations on institutional development and organizational management related issues (**additional points**); Participation in at least five projects involving tasks similar to the given assignment, more particularly conducting institutional assessments involving all layers of organizational activity, such as organizational structure and setup, business processes, human resources, etc.) (**minimum requirement**); participation in more than five similar projects will be considered an asset (**additional points**); Participation in at least three projects involving consultancy to public institutions (**minimum requirement**); Participation in more three projects involving consultancy to public institutions (**additional points**)
- (2) **Legal Consultant/Expert** - At least five years of work experience as a lawyer/legal consultant working on the issues pertaining to constitutional/public law domain (**minimum requirement**); more than five years of work experience as a lawyer/legal consultant working on the issues pertaining to constitutional/public law domain (**additional points**); Participation in at least three projects with a direct task of researching into the constitutional and/or regulatory framework of public institution(s) (**minimum requirement**); participation in more than three similar projects will be considered an asset (**additional points**);
- (3) **Communications Consultant/Expert** - At least five years of work experience in consulting public, private and/or non-governmental organizations in strategic communications (**minimum requirement**); more than five years of work experience in consulting public, private and/or non-governmental organizations in strategic communications (**additional points**); Participation in at least five projects with a direct task of researching into and assessing the communication structures, capacities and tools (including ICT and new media) (**minimum requirement**); participation in more than five similar projects will be considered an asset (**additional points**); Participation in at least three projects involving similar consultancy to public institutions (**minimum requirement**); Participation in more than three projects involving similar consultancy to public institutions (**additional points**);
- (4) The other professional team as deemed appropriate by the contractor to fulfil the requirements as spelled out in this RFP (Note: It is possible to combine several expert functions in one individual, provided that the candidate fully meets all needed qualifications).

The contract shall be awarded based on Highest Combined Score (based on 70% technical offer and 30% price weight distribution). The formula for the rating of the Proposals will be as follows:

Rating the Technical Proposal (TP):

TP Rating = (Total Score Obtained by the Offer / Max. Obtainable Score for TP) x 100

Rating the Financial Proposal (FP):

FP Rating = (Lowest Priced Offer / Price of the Offer Being Reviewed) x 100

Total Combined Score:

Combined Score = (TP Rating) x (Weight of TP, e.g. 70%) + (FP Rating) x (Weight of FP, e.g., 30%)

The detailed evaluation criteria including all obtainable points in respective categories can be found in annex 5 – Technical Proposal Evaluation Form

PAYMENT MODALITY

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

Deliverables	Amount to be paid
Deliverable 1: Detailed activity plan and methodology; Presentation of the summary and main findings of the desk research and interviews (in Georgian);	30% of the contract fee
Deliverable 2: Draft needs assessment report (in Georgian); Workshops and presentation of the draft report	35% of the contract fee
Deliverable 3: Final Needs Assessment report (in Georgian and English); presentation of the Final Needs Assessment report	30% of the contract fee
Deliverable 4: Final Report on Performed Activities (in English)	5% of the contract fee

UNDP will make the payment after satisfactory receipt of the due deliverables and a respective invoice.

TECHNICAL PROPOSAL EVALUATION FORM

Technical Proposal	%	Minimum Obtainable Points	Max Obtainable Points
Expertise of the Firm			
At least five years' experience in consultancy on institutional development and organizational management related issues (minimum requirement)	3%	30	30
More than five years' experience in consultancy on institutional development and organizational management related issues (additional points);	1%		10
At least three projects involving consultancy for public institutions on institutional development and organizational management related issues (minimum requirement);	3%	30	30
Experience in conducting of more than three projects involving consultancy for public institutions on institutional development and organizational management related issues (additional points);	1%		10
Organization employs a minimum of two permanent staff in its consultancy division (minimum requirement);	3%	30	30
Organization employs a more than two permanent staff in its consultancy division (additional points);	1%		10
Minimum GEL 200,000 (per year) during the last 2 years (minimum requirement),	3%	30	30
More than GEL 200,000 (per year) during the last 2 years (additional points);	1%		10
Experience in assessing legislative or policy-making bodies – would be an asset;	1%		10
Two letters of recommendation from previous contract providers in the similar projects – provision of consultancy on institutional development for public institutions (minimum requirement).	2%	20	20
A letter of recommendation from an international/donor organization will be an asset.	1%		10
Total Expertise of the Firm:	20%	140	200
Methodology, Its Appropriateness to the Condition and Timeliness of the Implementation Plan			
Have the important aspects of the task (different components)	10%		100

been addressed in sufficient detail? / Is the scope well defined and in response to the TOR?			
<i>Fully addressed – 70 (minimum requirement)</i>		70	
<i>Exceeds the requirement - 100</i>			
Appropriateness of the methodology to the condition	10%		100
<i>Comprehensive and systematic methodology – 70 (minimum requirement)</i>		70	
<i>Exceeds the requirement – 100</i>			
Timeliness of the implementation plan	5%		50
<i>In full compliance with requirements of TOR – 35 (minimum requirement)</i>		35	
<i>Exceeds the requirement - 50</i>			
Total Methodology:	25%	175	250
Management Structure and Qualification of Key Personnel			
Senior Organizational Development Consultant/Expert			
- at least five years of relevant work experience in consulting organizations on institutional development and organizational management related issues (minimum requirement) minimum points obtainable - 20	2%	20	20
- with more than five years of relevant work experience in consulting organizations on institutional development and organizational management related issues (additional 10 points)	1%		10
- with experience of Participation in at least five projects involving tasks similar to the given assignment, more particularly conducting institutional assessments involving all layers of organizational activity, such as organizational structure and setup, business processes, human resources, etc.) (minimum requirement) minimum points obtainable - 20	2%	20	20
- with experience of participation in more than five similar projects will be considered an asset (additional 10 points);	1%		10
- with experience of participation in at least three projects involving consultancy to public institutions (minimum requirement) minimum points obtainable - 20	2%	20	20
- with experience of participation in more than three projects involving consultancy to public institutions (additional 10 points)	1%		10
Legal Consultant/Expert			
- with at least five years of work experience as a lawyer/legal consultant working on the issues pertaining to	2.5%	25	25

constitutional/public law domain (minimum requirement) minimum points obtainable – 25			
- with more than five years of work experience as a lawyer/legal consultant working on the issues pertaining to constitutional/public law domain (additional 15 points)	1.5%		15
- with experience of participation in at least three projects with a direct task of researching into the constitutional and/or regulatory framework of public institution(s) (minimum requirement) minimum points obtainable – 25	2.5%	25	25
- with experience of participation in more than three similar projects will be considered an asset (additional 15 points)	1.5%		15
Communications Consultant/Expert			
- with at least five years of work experience in consulting public, private and/or non-governmental organizations in strategic communications (minimum requirement) minimum points obtainable - 25	2.5%	25	25
- with more than five years of work experience in consulting public, private and/or non-governmental organizations in strategic communications (additional 10 points)	0.5%		5
- with experience of participation in at least five projects with a direct task of researching into and assessing the communication structures, capacities and tools (including ICT and new media) (minimum requirement) minimum points obtainable - 20	2%	20	20
- with experience of participation in more than five similar projects will be considered an asset (additional 5 points)	0.5%		5
- with experience of Participation in at least three projects involving similar consultancy to public institutions (minimum requirement) minimum points obtainable - 20	2%	20	20
- with experience of Participation in more than three projects involving similar consultancy to public institutions (additional 5 points)	0.5%		5
TOTAL Management Structure and Qualification of Key Personnel	25%	175	250
TOTAL Technical Proposal	70 %	490	700
Financial Proposal	30%		300
Budget Proposals			
To be computed as a ration of the Proposal's Offer to the lowest price among the proposals received by UNDP	30%		300
Total:	100%		1000