



## REQUEST FOR PROPOSAL (RFP)

Dear Sir / Madam:

We kindly request you to submit your Proposal for **“Supporting the Unified Service Center of the Ministry of Internal Affairs to Strengthen its Institutional Capacity for Improved Public Service Delivery”**.

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 **Tuesday, April 07, 2020** at 5 PM via courier mail to the address below:

**United Nations Development Programme**  
**Project “Supporting Public Administration Reform in Georgia”**  
**UN House 9 Eristavi str., Tbilisi, Georgia**  
**Inesa Ejibia**  
e-mail: [inesa.ejibia@undp.org](mailto:inesa.ejibia@undp.org)

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

Pre-bid conference will be conducted via skype:

Time: 12:00 GMT+4;  
Date: March 18, 2020;  
Skype address: UNDP GRFPAR

Interested bidders must provide skype address by email to [inesa.ejibia@undp.org](mailto:inesa.ejibia@undp.org) (subject: “Supporting the Unified Service Center of the Ministry of Internal Affairs to Strengthen its Institutional Capacity for Improved Public Service Delivery”) no later than COB March 16, 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”.**

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. If you are submitting your Proposal by email, kindly ensure that they are signed and in the .pdf format, and free from any virus or corrupted files.

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

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

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

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

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

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

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

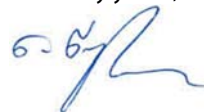
<http://www.undp.org/content/undp/en/home/operations/procurement/protestandsanctions/>

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

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

Thank you and we look forward to receiving your Proposal.

Sincerely yours,



*Nana Tsiklauri,*  
*Supporting Public Administration Reform in Georgia*  
3/12/2020

### Description of Requirements

Context of the Requirement	Through its multi-year initiative, "Supporting Public Administration Reform in Georgia" UNDP assists the Government of Georgia in implementation of three out of six pillars of "Public Administration Reform Roadmap 2020", one of them being service delivery. Through the support of the service delivery pillar UNDP aims to contribute to delivery of public services with greater accountability and responsiveness to citizens' needs. The initiative intends to sustain, support and build key institutions and processes required for advancing this component of the PAR reform through offering consultancy and capacity building. As part of the given initiative, UNDP project "Supporting Public Administration Reform in Georgia" plans to support Unified Service Center of the Ministry of Internal Affairs (MIA) Patrol Police Department in strengthening its organizational capacity through series of capacity building measures for effective and inclusive delivery of human-centered public services coupled with increased accessibility of these services to Persons with Disabilities (PwDs). Detailed information on the project is given in Terms of Reference – Annex 4.
Implementing Partner of UNDP	Ministry of Internal Affairs (MIA)
Brief Description of the Required Services	<p>The overall objective of the consultancy is to support the Unified Service Center of the Ministry of Internal Affairs (MIA) Patrol Police Department in strengthening its organizational capacity through series of capacity building measures for effective and inclusive delivery of human-centered public services coupled with increased accessibility of these services to Persons with Disabilities (PwDs).</p> <p>Strengthening the Center's capacity will entail training of its staff in variety of issues in order to both increase its capacity and develop resilience to deliver more human-centered and inclusive public services. The Center's standard operating procedures and quality standards will be developed/modified and improved.</p>

List and Description of Expected Outputs to be Delivered	<p><u>Institutional assessment and relevant report</u> – Conduct institutional assessment and develop a report that will describe the Center staff capacity and its development needs, detected accessibility issues for PwDs as well as recommendations for improvement, such as improved description of business processes.</p> <p><u>Revised methodology</u> – methodology will include detailed description of the contracted company's approach to deliver all major types of services: a) development of quality control and assessment system b) Training package and series of trainings.</p> <p><u>Standard Operating Procedures</u> – Based on conducted institutional assessment, observed business processes, elaborated recommendations of improvement of business processes and staff feedback, develop Standard Operation Procedures Document.</p> <p><u>Document with recommendations on overcoming accessibility issues in delivery of services for PwDs</u> - Based on conducted institutional assessment, observed business processes, staff and PwDs feedback, elaborate specific recommendations on necessary modifications for effective delivery of services for PwDs.</p> <p><u>Quality control and assessment system</u> – Develop quality control and assessment system for the Center's services and relevant documentation (such as step-by-step guideline and relevant forms).</p> <p><u>Training package</u> – Develop training package (curriculum, reading materials, exercises, ppt presentations, pre and post tests and other relevant learning material) in Georgian language for each training direction. customer service (including effective communication, telephone professionalism, questioning techniques and other relevant topics), stress management, team building, quality control and assessment and sign language to communicate with hearing impaired persons.</p> <p><u>Series of trainings</u> - Conduct the series of trainings for all staff.</p> <p><u>Final report</u> – the report will contain information on the performed activities and respective recommendations.</p>
Person to Supervise the Work/Performance of the Service Provider	"Supporting Public Administration Reform in Georgia" Project Manager
Frequency of Reporting	Final Activity Report shall be submitted to UNDP during the last month of the contract.
Progress Reporting Requirements	The service provider, in addition to the deliverables, is expected to provide progress updates and reports in writing on the status of the assignments if/when requested by UNDP.
Location of work	<input checked="" type="checkbox"/> At Contractor's Location (Tbilisi, Georgia). Series of trainings will be conducted outside Tbilisi. Training venue, accommodation, food and transportation for the trainings will be provided by UNDP.
Expected duration of work	Eight months after signing of the contract
Target start date	1 May 2020
Latest completion date	31 December 2020
Travels Expected	Outside Tbilisi to conduct series of trainings
Special Security Requirements	N/A
Facilities to be Provided by UNDP (i.e., must be excluded from Price Proposal)	<input checked="" type="checkbox"/> Training/workshop/meeting facilities <input checked="" type="checkbox"/> Travel, accommodation and food outside Tbilisi during training

Implementation Schedule indicating breakdown and timing of activities/sub-activities	<input checked="" type="checkbox"/> Required (in line with proposed timing in TOR annex 4)				
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. Payment will be made in accordance with 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 Proposer to extend the validity of the Proposal beyond what has been initially indicated in this RFP. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Proposal.				
Partial Quotes	<input checked="" type="checkbox"/> Not permitted				
Payment Terms	Outputs	Percentage	Timing	Condition for Payment Release	
	Institutional assessment and relevant report	10%	Within four weeks of the contract commencement	Within thirty (30) days from the date of meeting the following conditions: a) UNDP's written acceptance (i.e., not mere receipt) of the quality of the outputs; and b) Receipt of invoice from the Service Provider.	
	Revised methodology	10%	Within six weeks of the contract commencement		
	Standard operating procedures	10%	Within twelve weeks of the contract commencement		
	Document with recommendations on overcoming accessibility issues in delivery of services for PwDs	10%	Within twelve weeks of the contract commencement		
	Quality control and assessment system	10%	Within twelve weeks of the contract commencement		
	Training package	20%	Within twelve weeks of the contract commencement		
	Series of trainings	20%	Within seven months of the		

			contract commencement		
	Final report	10%	During the final month of the contract		
Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment	Democratic Governance Team Leader, "Supporting Public Administration Reform in Georgia" Project Manager and Public Policy Coordinator				
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	<p>Technical Proposal (70%)</p> <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.</p> <p>For further details, please refer to Technical Proposal Evaluation Form (Annex 5). 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"/> 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>1</sup>	<p>Inesa Ejibia            Project Admin/Finance Associate            inesa.ejibia@undp.org</p> <p>Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers.</p>				
Other Information Pre-Bid meeting	The Pre-Bid Meeting will be held via skype (skype address: UNDP GRFPAR) on March 18, 2020 – at 12:00 PM				

**FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL<sup>2</sup>****(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery<sup>3</sup>)**

Tbilisi

March 12, 2020

To: **Nana Tsiklauri –Supporting Public Administration Reform 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 3/12/2020 , 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 the business, a field of expertise,
- b) Latest Audited Financial Statement if any or income statement and balance sheet to indicate its financial stability, liquidity, credit standing and market reputation, etc;
- c) Track Record – a list of clients for similar services as those required by UNDP, indicating a description of contract scope, contract duration, contract value, contact references;
- d) 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;
- e) Financial capacity - no debts towards budget exist;
- f) At least three projects involving institutional assessment (**minimum requirement**);
- g) At least three projects involving consultancy and training of public organizations on organizational management or staff capacity development issues (**minimum requirement**);
- h) Annual financial turnover - minimum GEL 250,000 (per year) during the last 2 years (**minimum requirement**);
- i) Two letters of recommendation from previous contract providers in similar projects (such as conducting institutional assessment, analysis and improvement of business processes, elaborating Standard Operating Procedures, adapting services for users with special needs, etc.) (**minimum requirement**);
- j) A letter of recommendation from an international/donor organization will be an asset;
- k) Previous experience in working with UN/UNDP will be considered an asset.

<sup>2</sup> This serves as a guide to the Service Provider in preparing the Proposal.

<sup>3</sup> Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

## 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 stages, methods, 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.

A methodology and a detailed work plan are key components of the Technical Proposal. As a part of the technical proposal, the Proposer shall present the following documents:

- a) Technical Approach and Methodology: this document shall demonstrate how well the Proposer understood the objectives of the assignment. It shall suggest an approach to the services, a methodology for carrying out a list of activities, and achieving the expected outputs. The Proposer should highlight how the problem identification shall be conducted; how identified problems shall be addressed as well as explain the technical approach that shall be applied to address them;
- b) Work Plan: this document shall outline main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), roles, and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing an understanding of the ToR and the ability to translate them into a feasible working plan. A list of the final technical documents, including reports and other materials to be delivered as a final output, should be included here.
- c) An organization chart of the team structure.

## 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) CVs demonstrating qualifications of the key personnel that will perform the services; and
- c) Written confirmation from each personnel that they are available for the entire duration of the contract.

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

### 1. Team leader/senior consultant

- At least four years of relevant work experience in consultancy organizations on staff capacity development, organizational management, quality assurance or related issues; **(minimum requirement);**
- Participation in at least three projects involving consultancy support (of which at least one was targeting public organizations) similar to the given assignment (such as conducting institutional assessment, analysis and improvement of business processes, elaborating Standard Operating Procedures, etc.) **(minimum requirement);**
- At least two years of experience in leading/coordinating similar projects involving public organizations **(minimum requirement);**
- Experience related to public services (such as working in a public service delivery organization, consultancy services or alike) will be considered an asset.

## **2. Consultant/trainer in customer service**

- At least two years of relevant work experience in consulting organizations on customer service related issues (**minimum requirement**);
- Experience in delivery of trainings on customer service related issues to the staff of at least five different organizations (**minimum requirement**);
- Past experience involving consultancy or training to public organizations on customer service related issues will be considered an asset.

## **3. Sign language specialist/trainer**

- Special education (Hearing Impairment) in sign language (**minimum requirement**);
- Experience in delivery of total communication training to at least three different groups of adults with hearing impairment (**minimum requirement**);
- Experience in delivery of sign language training to at least five different groups (**minimum requirement**);
- Minimum two years of experience working as a sign language interpreter (**minimum requirement**).

## **4. Consultant in quality control and assessment**

- At least three years of relevant work experience related to control, assessment and improvement of quality of an organization's services (**minimum requirement**);
- Experience in delivery of trainings on quality control and assessment related issues during the last two years (**minimum requirement**);
- Demonstrated knowledge of quantitative and qualitative research methods in social sciences (**minimum requirement**);
- Past experience related to designing, delivering or assuring the quality of public services will be considered an asset.

## **5. Consultant in Disability issues**

- Bachelor or Master's degree in Law/Sociology/Psychology (**minimum requirement**);
- At least six years of work experience related to disability issues (such as hands-on experience, research and alike) (**minimum requirement**);
- At least two years of relevant work experience related to identification of potential accessibility issues in a workplace and developing recommendations to overcoming them (**minimum requirement**);
- Demonstrated knowledge of disability related legal issues (**minimum requirement**).

## **6. International Consultant**

- Experience in at least three different projects in developing technical and conceptual content of training packages or education courses (including development of training curricula based on training needs) aimed at capacity building of staff in a public service delivery agency (**minimum requirement**);
- Specific experience (at least two different projects) in consulting staff of public service delivery agencies working in a highly stressful environment (such as police or security related services or alike) on improvement of customer service (**minimum requirement**);
- Regionally relevant international work experience involving similar tasks will be considered an asset.

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

<b>Deliverables</b>	<b>Percentage of Total Price (Weight for payment)</b>	<b>Price (Lump Sum, All Inclusive)</b>
Deliverable 1 - Institutional assessment and relevant report	10%	
Deliverable 2 - Revised methodology	10%	
Deliverable 3 - Standard operating procedures	10%	
Deliverable 4 - Document with recommendations on overcoming accessibility issues in delivery of services for PwDs	10%	
Deliverable 5 - Quality control and assessment system	10%	
Deliverable 6 - Training package	20%	
Deliverable 7 - Series of trainings	20%	
Deliverable 8 – Final report	10%	
<b>Total</b>	<b>100%</b>	

*\*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>1. Personal Services</b>				
1.1. Team leader /senior consultant				
1.2. Consultant/trainer in customer service				
1.3. Sign language specialist/trainer				
1.4. Consultant in quality control and assessment				
1.5. Consultant in Disability issues				
1.6. International Consultant				
subtotal				
<b>2. Out of Pocket Expenses</b>				
2.1 Communication				
2.2. Printing				
2.3. Translation				
subtotal				
<b>3. Other Costs related to the assignment **</b>				
3.1. Other - please specify				
subtotal				
<b>Total</b>				

**Note:**

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

\*\* Series of trainings will be conducted outside Tbilisi. Training venue, accommodation, food and transportation for the trainings will be provided by UNDP.

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

*[Designation]*

*[Date]*

## GENERAL TERMS AND CONDITIONS

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](http://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](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 (ToR)

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### **A. Project Title: “Supporting the Unified Service Center of the Ministry of Internal Affairs to Strengthen its Organizational Capacity for Improved Public Service Delivery”**

### **B. Project Description**

#### **B.1. BACKGROUND**

Georgia has made significant progress in the development of public services. This rapid transformation was achieved by utilizing e-Governance tools and modern approaches, and it has made public services in Georgia more transparent, accessible, and comfortable for citizens. However, the positive changes in service delivery lacked a coherent unified framework and the progress was uneven across all sectors. Many elements of a complex business cycle were developed on an ad-hoc basis, while some technical and IT solutions have relied heavily on the expertise of individual employees. The lack of a general framework to ensure the predictability and accessibility of innovative services, and the lack of replicable methodologies and quality assurance systems by service provider agencies, has proved to be a significant challenge in further improving public services in Georgia.

In order to solve the problem, the Government of Georgia (GoG) initiated work on development of unified standards for public service design and delivery to be universal across all public service provider agencies. With the assistance of international and local experts the “Policy Document on Common Principles of Service Design and Delivery” has been drafted. The document offers a set of common guiding principles and standards on the design, delivery, pricing, and quality assurance of public services in Georgia. The document will create the grounds for the subsequent gradual adaptation and harmonization of service quality standards across service provider agencies. The draft has been approved by the Public Administration Reform (PAR) Council’s Service Delivery Working Group and is currently pending Government approval although all its main components have become part of the PAR Action Plan 2019-2020 and their implementation has already started. The activity falls under the Service Delivery pillar of the “Public Administration Reform Roadmap 2020.”

Through its multi-year initiative, “Supporting Public Administration Reform in Georgia” UNDP assists the Government of Georgia in implementation of three out of six pillars of “Public Administration Reform Roadmap 2020”, one of them being service delivery. Through the support of the service delivery pillar UNDP aims to contribute to delivery of public services with greater accountability and responsiveness to citizens’ needs. The initiative intends to sustain, support and build key institutions and processes required for advancing this component of the PAR reform through offering consultancy and capacity building.

As part of the given initiative, UNDP project “Supporting Public Administration Reform in Georgia” plans to support Unified Service Center of the Ministry of Internal Affairs (MIA) Patrol Police Department in strengthening its organizational capacity through series of capacity building measures for effective and

inclusive delivery of human-centered public services, coupled with increased accessibility of these services to Persons with Disabilities (PwDs).

The Patrol Police Department is a police subdivision of the Ministry of Internal Affairs of Georgia, which on the basis of relevant legislative and sub-normative acts is responsible for the implementation of its functions in three main directions:

- Protection of the State Border Regime at the Border Crossing Points of Georgia and fulfillment of functions related to protection of law and order;
- Detection, prevention and supervision of offences related to traffic movement;
- Within its competence identification and prevention of crime.

In addition, the Department carries out permitting activities related to the carriage of non-bulky and explosive-hazardous cargoes, as well as permitting activities related to modified directions of movement. When performing these functions properly, there are number of factors to be taken into consideration:

- In the recent years, there has been a significant increase in the flow of individuals served by border checkpoints, driven by both an increase in the number of international visitors and an increased rate of international movement of Georgian citizens. In addition, due to visa-free travel to the EU and the process of Georgia's rapprochement with the European Union, the mentioned flow will be even more increased.
- The number of vehicles registered in the country is increasing every year, as a result of which the actions taken by the Department aimed at identification and prevention of traffic movement offences are increasing.
- Along with the increase in the use of modern technologies, the facts of detection of violations and the quality of administration will be increased in future.

As a result, the number of services provided by the Department to both individuals and legal entities (citizens of Georgia, foreign nationals, insurance companies and other representatives of the business sector) has increased significantly. However, the effectiveness and the quality of this service shall be noted. In particular, there were number of shortcomings in delivery of services by the Department to a private sector:

- The service was provided in four different locations in Tbilisi. In addition, for various types of services the representatives of the private sector had to go to the National Bureau of Enforcement;
- The Department had no call center providing information services;
- The Department did not have a unified e-mail service to receive various informational inquiries and correspondence from the private sector;
- Private sector correspondence was delivered in a hard copy (non-electronic form) and there was no standardized form of correspondence for the same type of service;
- The correspondence received was uploaded to the electronic document circulation system by a separate service (office-work unit/ chancellery), which was an inefficient and time-consuming process;
- There was no documented instruction setting out the structural unit responsible for processing incoming correspondence and providing relevant services;
- There was no queue management system in the citizen service areas;
- There was no service quality control and assessment.

The afore-mentioned shortcomings have necessitated the creation of a unified system that would ensure improvement of the service quality of the Department by enhancing efficiency and optimizing processes. It was decided that in order to achieve this objective it was necessary to:

- Provide service to a private sector via “one stop shop” principle and introduce relevant service delivery concept;
- Establish Information Call Center and apply other means of electronic communication (for example: e-mail);
- Modernize the existing documents circulation system and improve its functions (automatization).

On May 1, 2018 the Unified Service Center was opened in the building of the Patrol Police, which unites in one space up to 50 services delivered by the patrol police and practices the one stop shop principle. Similar Centers have opened in Rustavi and Mtskheta. The Information Call Center was opened as well, which is focused on provision of information regarding the existing services. The Center currently consist of two units:

- Service Unit (Citizens Service Area, Call Center);
- Internal Operations Unit (Offenses Accounting and Analysis, Inter-Departmental Communication).

At the moment 67 persons are employed in all three branches of the Center. It is important to note that almost all employees of its Service Unit are police officers that have been trained in customer service through a specially created module combining topics of effective Communication, Service Plus, Information Call Center Service and Service Quality Standard, Code of Administrative Offenses and Software Study.

The Center provides its services to about 600-700 citizens daily and answers up to 800-1000 calls. The Call Center’s infrastructure is currently being improved and technologically modernized. The physical space of the Service Center will soon be entirely adapted for wheelchair users.

Although important steps have been taken to increase the effectiveness of the Center, a number of challenges still exist:

- Employees of the Citizens Service Area and especially the Call Center work in an extremely stressful and hostile environment as the level of anger coming from the customers is high. This is coupled with the growing rate of referral to the Center.
- Although the employees of the Citizen Service Area and the Call Center have been trained in customer service, this did not suffice for development of relevant knowledge and skills to provide high standard customer-oriented services.
- The redesign of existing back office services has been carried out, but the process was rather superficial. Back office needs spatial software which will be only for providing services of back office.
- The Center does not operate according to pre-defined standard operating procedures; many actions are based on experience and peer learning.
- There is no service quality control and assessment system in place (including collection and analysis of data on customer satisfaction); quality control has mostly been fragmented and non-holistic.
- The Citizen Service Area as well as the Call Center are not fully adapted for persons with disabilities to serve individuals with impaired hearing or vision; the staff does not have

necessary knowledge (such as sign language) to serve persons with such disabilities.

## **B.2. OBJECTIVES OF THE ASSIGNMENT**

The overall objective of the consultancy is to support the Unified Service Center of the Ministry of Internal Affairs (MIA) Patrol Police Department in strengthening its organizational capacity through series of capacity building measures for effective and inclusive delivery of human-centered public services coupled with increased accessibility of these services to Persons with Disabilities (PwDs).

Strengthening the Center's capacity will entail training of its staff in variety of issues in order to both increase its capacity and develop resilience to deliver more human-centered and inclusive public services. The Center's standard operating procedures and quality standards will be developed/modified and improved.

The outcome of such engagement would be increased capacity of the Center to enhance the service delivery processes through increased customer orientation and inclusive approach, thereby providing better services to the citizens of Georgia including PwDs.

## **B.3. METHODOLOGY**

The contracted consultancy company/institution will work in close collaboration with UNDP representatives in planning and implementation of all activities. The consultancy company/institution must take into account UNDP Monitoring and Evaluation Guidelines and relevant programmatic documents, which will be supplied to the consultant at the beginning of the assignment.

Three major types of services will be delivered: a) Institutional assessment b) Development of quality control and assessment system C) Series of staff training.

- a) Institutional assessment – the consultancy company/institution is expected to conduct institutional assessment of the Center: analyze and describe its business processes, assess its staff capacities and investigate its needs, and detect potential accessibility issues for PwDs. The company will interview the staff of the Center to collect feedback, observe business processes and study relevant documentation possessed by the agency. In order to detect potential accessibility issues for PwDs it is required to ensure participation of hearing and vision impaired persons as well as wheelchair users. The assessment will serve as a basis for improvement of business processes and overcoming accessibility issues. Based on the institutional assessment and the detected needs, the consultancy company/institution in consultation with the Center as well as UNDP representatives is expected to revise its originally submitted methodology. Important part of the methodology is the approach to **capacity building** of the Center staff. Another important part will be the **quality control and assessment system**. Besides, based on observed business processes, the consultancy company will develop **Standard Operating Procedures** for the Center as well as a separate document with recommendations on improved delivery of **services for PwDs**. **Description of the consultancy company's approach to conducting institutional assessment is part of the methodology and should be presented in the consultancy company's proposal.**
- b) Development of quality control and assessment system – taking into consideration already existing materials (such as "Policy Document on Common Principles of Service Design and Delivery" and National Guideline for Carrying out Customer Satisfaction Surveys), the

consultancy company will develop Quality Control and Assessment System and relevant documentation (such as step-by-step guideline and relevant forms). The system should present consistent approach to assessment, control and improvement of the quality of public services the Center provides. **Description of the main elements of the quality control and assessment system and relevant documentation is part of the methodology and should be presented in the consultancy company's proposal.**

- c) Training package and series of trainings – the consultancy company/institution is expected to develop training package in Georgian language for each training direction. The package should consist of detailed curriculum, reading materials, exercises, ppt presentations, pre and post tests and other relevant learning material. The main directions of the training are: customer service (including effective communication, telephone professionalism, questioning techniques and other relevant topics), stress management, team building, quality control and assessment and sign language to communicate with hearing impaired persons. It is expected that all staff of the Center (35 persons from the front desk, 10 persons from the call center and 27 persons from the back office) will be trained in directions relevant to them. After approval of the training package the consultancy company is expected to conduct the series of trainings. All trainings will be conducted outside Tbilisi in cohorts, as only part of the staff will be able to leave their workplace at a time for the trainings. The main directions of the training may be modified based on the consultancy company's vision as well as needs assessment of the staff. **Description of the training content and duration of each training direction is part of the methodology and should be presented in the consultancy company's proposal.**

The consultancy company/institution is welcome 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.

### **Specific Activities**

The contracted company/institution will undertake the following tasks:

- Plan and perform all activities in consultation and close cooperation with the Center and UNDP representatives;
- Get familiarized with "Policy Document on Common Principles of Service Design and Delivery", National Guideline for Carrying out Customer Satisfaction Surveys and other relevant documents;
- Get familiarized with all relevant internal documentation of the Center;
- Conduct a comprehensive institutional assessment of the Center to identify and assess the needs of the staff and observe business processes;
- Conduct interviews with the staff of the Center;
- Ensure participation of hearing and vision impaired persons as well as wheelchair users to detect potential accessibility issues in delivery of services for PwDs (to be planned and organized jointly with UNDP's respective Innovation's team);
- Develop Institutional Assessment Report;
- Based on the Institutional assessment, revise the originally submitted methodology;
- Analyze observed business processes of the Center, elaborate improved description of business processes and develop Standard Operating Procedures;
- Develop a document with recommendations on overcoming accessibility issues in delivery of services for PwDs;
- Develop quality control and assessment system and all relevant documentation;

- Develop training packages;
- Train the staff in direction relevant to them;
- Present results of all above-mentioned tasks in reports with respective recommendations.

#### **B.4. EXPECTED OUTPUTS AND DELIVARABLES**

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

- Institutional assessment and relevant report – Conduct institutional assessment and develop a report that will describe the Center staff capacity and its development needs, detected accessibility issues for PwDs as well as recommendations for improvement, such as improved description of business processes.
- Revised methodology – methodology will include detailed description of the contracted company's approach to deliver all major types of services: a) development of quality control and assessment system b) Training package and series of trainings.
- Standard Operating Procedures – Based on conducted institutional assessment, observed business processes, elaborated recommendations of improvement of business processes and staff feedback, develop Standard Operation Procedures Document.
- Document with recommendations on overcoming accessibility issues in delivery of services for PwDs – Based on conducted institutional assessment, observed business processes, staff and PwDs feedback, elaborate specific recommendations on necessary modifications for effective delivery of services for PwDs.
- Quality control and assessment system – Develop quality control and assessment system for the Center's services and relevant documentation (such as step-by-step guideline and relevant forms).
- Training package – Develop training package (curriculum, reading materials, exercises, ppt presentations, pre and post tests and other relevant learning material) in Georgian language for each training direction. customer service (including effective communication, telephone professionalism, questioning techniques and other relevant topics), stress management, team building, quality control and assessment and sign language to communicate with hearing impaired persons.
- Series of trainings – Conduct the series of trainings for all staff.
- Final report – the report will contain information on the performed activities and respective recommendations.

The contracted company/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.

#### **B.5. TIMETABLE**

The project should be conducted in the period during May – December 2020. Detailed plan of implementation will be agreed upon with UNDP Georgia during the first week of signing the relevant agreement.

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

	<b>Deliverable</b>	<b>Indicative delivery dates</b>
1	Institutional assessment and relevant report	Within four weeks of the contract commencement
2	Revised methodology	Within six weeks of the contract commencement
3	Standard operating procedures	Within twelve weeks of the contract commencement
4	Document with recommendations on overcoming accessibility issues in delivery of services for PwDs	Within twelve weeks of the contract commencement
5	Quality control and assessment system	Within twelve weeks of the contract commencement
6	Training package	Within twelve weeks of the contract commencement
7	Series of trainings	Within seven months of the contract commencement
8	Final report	During the final month of the contract

## **C. Institutional Arrangement**

### **C.1. SUPERVISION**

The work of service provider will be directly supervised by the Manager of the UNDP project “Supporting Public Administration Reform in Georgia”. The service provider will be directly responsible to, reporting to, seeking approval from, and obtaining certificate of acceptance of outputs from the above-mentioned person. 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.

### **C.2. REPORTING**

The service provider, in addition to the deliverables, is expected to provide progress updates and reports in writing on the status of the assignment if/when requested by UNDP.

### **C.3. IMPLEMENTING PARTNERS**

During the implementation, the service provider is expected to interact with the implementing partner of the project “Supporting Public Administration Reform Georgia” – the United Patrol Service Center.

#### **D. Duration of the Work**

Duration of consultancy service is expected to be up to eight months.

#### **E. Location of the Work**

Location of work is Tbilisi, Georgia. Series of trainings will be conducted outside Tbilisi. The training venue, transportation, food and accommodation will be provided by UNDP.

#### **F. Qualifications of the Successful Service Provider at Various Levels**

##### **F.1 EXPERTISE OF THE SERVICE PROVIDER**

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

- a) Profile – describing the nature of the business, a field of expertise,
- b) Latest Audited Financial Statement if any or income statement and balance sheet to indicate its financial stability, liquidity, credit standing and market reputation, etc;
- c) Track Record – a list of clients for similar services as those required by UNDP, indicating a description of contract scope, contract duration, contract value, contact references;
- d) 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;
- e) Financial capacity - no debts towards budget exist;
- f) At least three projects involving institutional assessment (**minimum requirement**);
- g) At least three projects involving consultancy and training of public organizations on organizational management or staff capacity development issues (**minimum requirement**);
- h) Annual financial turnover - minimum GEL 250,000 (per year) during the last 2 years (**minimum requirement**);
- i) Two letters of recommendation from previous contract providers in similar projects (**minimum requirement**);
- j) A letter of recommendation from an international/donor organization will be an asset;
- k) Previous experience in working with UN/UNDP will be considered an asset.

##### **F.2. KEY PERSONNEL**

The research company/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) CVs demonstrating qualifications of the key personnel that will perform the services; and
- c) Written confirmation from each personnel that they are available for the entire duration of the contract.

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

##### **1. Team leader/senior consultant**

- Experience of consulting organizations (out of which at least one is a public organization) in at least three different projects on staff capacity development or organizational management related issues (**minimum requirement**);
- Participation in at least three projects involving tasks similar to the given assignment (such as conducting institutional assessment, analysis and improvement of business processes, elaborating Standard Operating Procedures, etc.) (**minimum requirement**);
- At least two years of experience in leading/coordinating similar projects involving public organizations (**minimum requirement**).

## **2. Consultant/trainer in customer service**

- At least two years of relevant work experience in consulting organizations on customer service related issues (**minimum requirement**);
- Experience in delivery of trainings on customer service related issues to the staff of at five different organizations (**minimum requirement**);
- Past experience involving consultancy or training to public organizations on customer service related issues will be considered an asset.

## **3. Sign language specialist/trainer**

- Special education (Hearing Impairment) in sign language (**minimum requirement**);
- Experience in delivery of total communication training to at least three different groups of adults with hearing impairment (**minimum requirement**);
- Experience in delivery of sign language training to at least five different groups (**minimum requirement**);
- Minimum two years of experience working as a sign language interpreter (**minimum requirement**).

## **4. Consultant in quality control and assessment**

- At least three years of relevant work experience related to control, assessment and improvement of quality of an organization's services (**minimum requirement**);
- Experience in delivery of trainings on quality control and assessment related issues (**minimum requirement**);
- Demonstrated knowledge of quantitative and qualitative research methods in social sciences (**minimum requirement**);
- Past experience related to public services will be considered an asset.

## **5. Consultant in Disability issues**

- At least six years of work experience related to disability issues (such as hands-on experience, research and alike) (**minimum requirement**);
- At least two years of relevant work experience related to identification of potential accessibility issues in a workplace and developing recommendations to overcoming them (**minimum requirement**);
- Demonstrated knowledge of disability related legal issues (**minimum requirement**).

## **6. International Consultant**

- Experience in at least three different projects in developing technical and conceptual content of training packages or education courses (including development of training curricula based on training needs) aimed at capacity building of staff in a public service delivery agency (**minimum requirement**); experience in more than three projects will be considered an asset;
- Specific experience (at least two different projects) in consulting staff of public service

- delivery agencies working in a highly stressful environment (such as police or security related services or alike) on improvement of customer service (**minimum requirement**);
- Regionally relevant international work experience involving similar tasks will be considered an asset.

#### **G. Recommended Presentation of Proposal**

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

#### **H. 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%.

#### **I. Payment Schedule**

The service provider will be paid in accordance with the below schedule upon successful completion and submission of the deliverables as per TOR.

<b>Deliverables</b>	<b>Percentage of Total Price (<i>Weight for payment</i>)</b>
Deliverable 1- Institutional assessment and relevant report Deliverable 2 - Revised methodology	20%
Deliverable 3 - Standard operating procedures Deliverable 4 - Document with recommendations on overcoming accessibility issues in delivery of services for PwDs Deliverable 5 - Quality control and assessment system Deliverable 6 - Training package	50%
Deliverables 7 - Series of trainings	15%
Deliverables 8 – Final Report	15%
Total	100%

### Technical Proposal Evaluation Form

Summary of Technical Proposal Evaluation Forms		Score Weight	Points Obtainable
1.	Expertise of Firm / Organization	20%	200
2.	Proposed Methodology, Approach and Implementation Plan	25%	250
3.	Management Structure and Key Personnel	25%	250
<b>Total</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 three projects involving institutional assessment <b>(minimum requirement)</b>	50	50
1.2	At least three projects involving consultancy and training of public organizations on organizational management or staff capacity development issues <b>(minimum requirement)</b> ; <b>3 projects – 40 points (minimum requirement)</b> <b>More than 3 projects – 80 points</b>	40	80
1.3	Human resources capacity – organization employs a minimum of five permanent staff in its consultancy division <b>(minimum requirement)</b>	20	20
1.4	Annual financial turnover - minimum GEL 200,000 (per year) during the last 2 years <b>(minimum requirement)</b>	20	20
1.5	2 letters of recommendation from previous contract providers in similar projects <b>(minimum requirement)</b> .	10	10
1.6	A letter of recommendation from an international/donor organization will be considered an asset.	0	10
1.7	Previous experience in working with UN/UNDP will be considered an asset.	0	10
Total		<b>140</b>	<b>200</b>
<b>Technical Proposal Evaluation Form 2</b>			
<b>Proposed Methodology, Approach and Implementation Plan</b>			
2.1	Has the proposer presented methodology, approach, and implementation plan in sufficient detail? <b>Presented documents demonstrate full understanding of the task – 60 points (minimum requirement)</b> <b>Presented documents exceed the requirement – 80 points</b>	60	80
2.2	Have the important aspects of the task been addressed in sufficient detail? <b>Fully addressed – 55 points (minimum requirement)</b> <b>Exceeds the requirement – 80 points</b>	55	80
2.3	Is the presentation clear and is the sequence of activities and the planning logical, realistic and promise efficient implementation to the project? <b>Fully addressed – 60 Points (minimum requirement)</b>	60	90

	<b>Exceeds the requirement – 90 Points</b>		
Total		<b>175</b>	<b>250</b>

<b>Technical Proposal Evaluation - Form 3</b>		<b>Minimum Points Obtainable</b>	<b>Maximum Points Obtainable</b>
<b>Management Structure and Key Personnel</b>			
3.1	<b>Team leader/senior consultant</b>		
	Experience of consulting organizations (out of which at least one is a public organization) in at least three different projects on staff capacity development or organizational management related issues ( <b>minimum requirement</b> ); participation in more than three projects will be considered an asset. <b>3 projects – 10 Points (minimum requirement)</b> <b>More than 3 – 15 points</b>	10	15
	Participation in at least three projects involving tasks similar to the given assignment (such as conducting institutional assessment, analysis and improvement of business processes, elaborating Standard Operating Procedures, etc.) ( <b>minimum requirement</b> ); participation in more than three projects will be considered an asset. <b>3 projects – 10 Points (minimum requirement)</b> <b>More than 3 – 15 points</b>	10	15
	At least two years of experience in leading/coordinating similar projects involving public organizations ( <b>minimum requirement</b> ); more than two years will be considered an asset. <b>2 years – 10 Points (minimum requirement)</b> <b>More than 2 – 15 points</b>	10	15
	Experience related to public services (such as working in a public service delivery organization, consultancy services or alike) will be considered an asset.	0	5
3.2	<b>Consultant/trainer in customer service</b>		
	At least two years of relevant work experience in consulting organizations on customer service related issues ( <b>minimum requirement</b> ); more than two years of experience will be considered an asset. <b>2 years – 15 Points (minimum requirement)</b> <b>More than 2 – 20 points</b>	15	20
	Experience in delivery of trainings on customer service related issues to the staff of at five different organizations ( <b>minimum requirement</b> ); experience of delivering trainings to more than five organizations will be considered as asset. <b>5 organizations – 10 Points (minimum requirement)</b> <b>More than 5 – 15 points</b>	10	15
	Past experience involving consultancy or training to public organizations on customer service related issues will be considered an asset.	0	10
3.3	<b>Sign language specialist/trainer</b>		
	Special education (Hearing Impairment) in sign language ( <b>minimum requirement</b> )	10	10
	Experience in delivery of total communication training to at least three different groups of adults with hearing impairment ( <b>minimum requirement</b> )	10	10
	Experience in delivery of sign language training to at least five different groups ( <b>minimum requirement</b> )	10	10
	At least two years of experience working as a sign language interpreter ( <b>minimum requirement</b> )	10	10
3.4	<b>Consultant in quality control and assessment</b>		

	At least three years of relevant work experience related to control, assessment and improvement of quality of an organization's services ( <b>minimum requirement</b> ); more than three years of experience will be considered an asset. <b>3 Years – 10 Points (minimum requirement)</b> <b>More than 3 – 15 points</b>	10	15
	Experience in delivery of trainings on quality control and assessment related issues ( <b>minimum requirement</b> )	10	10
	Demonstrated knowledge of quantitative and qualitative research methods in social sciences ( <b>minimum requirement</b> )	10	10
	Past experience related to public services will be considered an asset.	0	5
3.5	<b>Consultant in Disability issues</b>		
	At least six years of work experience related to disability issues (such as hands-on experience, research and alike) ( <b>minimum requirement</b> )	10	10
	At least two years of relevant work experience related to identification of potential accessibility issues in a workplace and developing recommendations to overcoming them ( <b>minimum requirement</b> ); same experience in a public service delivery agency will be considered an asset; <b>2 years – 10 Points (minimum requirement).</b> <b>Same experience in a public service delivery agency –15 points.</b>	10	15
	Demonstrated knowledge of disability related legal issues ( <b>minimum requirement</b> )	10	10
3.6	<b>International Consultant</b>		
	Experience in at least three different projects in developing technical and conceptual content of training packages or education courses (including development of training curricula based on training needs) aimed at capacity building of staff in a public service delivery agency ( <b>minimum requirement</b> ); experience in more that three projects will be considered an asset. <b>3 projects – 10 Points (minimum requirement)</b> <b>More than 3 – 15 points</b>	10	15
	Specific experience (at least two different projects) in consulting staff of public service delivery agencies working in a highly stressful environment (such as police or security related services or alike) on improvement of customer service ( <b>minimum requirement</b> ); experience in more that two projects will be considered an asset. <b>3 projects – 10 Points (minimum requirement)</b> <b>More than 3 –15 points</b>	10	15
	Regionally relevant international work experience involving similar tasks will be considered an asset.	0	10
<b>Total</b>		<b>175</b>	<b>250</b>
<b>TOTAL TECHNICAL PROPOSAL</b>		<b>490</b>	<b>700</b>