



**UNDP Project: Expanding agency and voice and improving the socio- economic outlook for conflict-affected women during the COVID-19 crisis (Project ID: 123630)**

**Call for Proposals from NGOs/CSOs**

**Engaging an NGO/CSO as Responsible Party for designing and managing a small grant facility for business input provision to conflict-affected women with viable business plans, providing entrepreneurship training and assigning mentors to offer legal, financial and management advice**

**I. BACKGROUND INFORMATION**

This initiative aims to address the needs of conflict affected-women and girls who are displaced and whose vulnerabilities are further exacerbated by the COVID-19 pandemic in Georgia. Crisis situations profoundly affect societal structures and highlight deep social and economic inequalities: with multiple intersecting dimensions, gender norms, access to livelihoods, resources, assets and opportunities.

The impact of the pandemic has aggravated the situations of fragility and conflict where social cohesion is already weak, services are limited and rights are violated. Covid-19 has worsened socio-economic conditions of women and deepened gender inequality in Georgia. The recent UN Women Rapid Gender Assessment of COVID-19 crisis revealed that a third of the employed population have lost their jobs, while 78% of women reported that if restrictive measures related to the spread of COVID-19 continue, they would struggle to cover basic expenses. Women were hit harder by economic impacts of COVID-19 as they disproportionately work in insecure labor markets and occupations. Women outnumber men in the informal sector, and as a result, more women have found themselves out of work during the pandemic. These impacts magnify the already fragile economic status of the conflict affected women-headed households living in poverty in the collective centers and rural areas across the ABLs. A survey performed under the UNDP's RRF initiative showed that the state social protection packages are the only source of income for the overwhelming majority of IDP households (71%). Furthermore, 11% reported not having any source of stable income, but relying on the occasional assistance from relatives and/or friends. According to the survey data only 18 % of the IDP collective center residents are employed. However, despite their employment status, during the pandemic, remote working is not an option for them due to the un-skilled or semi-skilled nature of their work.

This Call for Proposals (CFP) is specifically related to the UNDP Project: "Expanding agency and voice and improving the socio- economic outlook for conflict-affected women during the COVID-19 crisis" funded under the Funding Window Secretariat.

The Small Grant Facility will serve conflict-affected communities living in the areas adjacent to the Administrative Boundary Lines (ABLs) along Abkhazia and South Ossetia/Tskhinvali Region in three project target regions: Imereti, Shida Kartli and Samegrelo-Zemo Svaneti as a part of UNDP efforts to promote economic recovery of the conflict-affected regions, to enhance employment and to create income-

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generation opportunities for IDPs and the conflict-affected population, to establish or restore business activity and ensure overall economic revitalization, decrease tension on the labor market and ensure development of the priority value chains that are critically important for further economic development of the region.

For this purpose, UNDP is seeking an NGO/CSO as responsible party that will manage the Grants facility for business start-up, renewal or expansion.

### I. OBJECTIVES AND EXPECTED OUTPUTS/ DELIVERABLES

The overall objective of this Call for Proposal is to select an NGO/CSO as Responsible Party to design and manage a small grant facility for business input provision to conflict-affected women with viable business plans, provide entrepreneurship training and assign mentors to offer legal, financial and management advice.

Detailed objectives, related outputs, deliverables and key considerations are provided in the Terms of Reference – **Annex I**

Final Beneficiaries:

*IDPs and conflict-affected women living in Imereti, Shida Kartli and Samegrelo-Zemo Svaneti regions.*

### II. ELIGIBILITY & QUALIFICATION CRITERIA

Interested NGOs/CSOs must meet the following criteria to be eligible for the selection:

- Entities registered in Georgia for at least 3 years (non-governmental, public, charitable, non-profit);
- Experience in the management of grant programmes (at least one programme with a total number of recipients over 10);
- Experience in project implementation or execution of contracts for the provision of professional services in the area of grant programmes management/ providing start-up inputs with a total budget of projects/contracts in the amount of at least USD 30,000.00;

NGOs/CSOs must have a team of at least four members satisfying the requirements that are provided in the Terms of Reference – **Annex I**.

### I. TECHNICAL AND FINANCIAL PROPOSAL

**Proposed Methodology, Approach, quality assurance plan and Implementation Plan** – this section should demonstrate the NGO's/CSO's response to the Terms of Reference by identifying the specific components proposed, how the outputs/ delivery shall be addressed, as specified; providing a detailed description of the essential performance characteristics proposed; identifying the works/portions of the work that will be subcontracted.

Moreover, the proposal should demonstrate how the proposed methodology meets or exceeds the TOR, while ensuring appropriateness of the approach to the local conditions and the rest of the project operating environment. This methodology must be laid out in an implementation timetable and a quality assurance.

**Management Structure and Resource (Key Personnel)** – This section should include the comprehensive description of the management structure and information regarding required resources including curriculum vitae (CVs) of key personnel that will be assigned to support the implementation of the proposed methodology, clearly defining the roles and responsibilities vis-à-vis the proposed methodology. CVs should establish competence and demonstrate qualifications in areas relevant to the TOR.

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### II. EVALUATION CRITERIA & METHODOLOGY

#### a) Proposals will be evaluated based on the following criteria and methodology:

Summary of Technical Proposal Evaluation Forms		Score Weight	Points Obtainable
1.	Expertise of Organization	25%	150
2.	Proposed Methodology, Approach and Implementation Plan	40%	240
3.	Personnel	35%	210
Total			600

Please refer to Annex II for detailed sub criteria.

#### 1) Evaluation methodology: Quality based under Fixed Budget Selection (QB-FBS)

QB-FBS methodology implies that all proposals have the same maximum overall price (which cannot exceed a known fixed budget amount), focusing the selection on the quality of the proposal and the NGO/CSO proposed approach and methodology.

NGO/CSO shall provide their best technical proposal and financial breakdown (within the budget). Evaluation of all technical proposals shall be carried out, in accordance with below outlined evaluation criteria, and the entity that obtains the highest technical score shall be selected. NGOs/CSOs exceeding the established fixed budget in their financial proposals will be rejected.

Any NGO/CSO engaged to act as RP is subject to and must comply with the HACT policy (i.e., micro-assessment and assurance activities) that must be validated through performance measures and quality certified by an independent assessor engaged by UNDP.

#### 2) Budget size and duration

The overall indicative amount made available under this call for proposal is about USD 65,000.00. UNDP reserves the right not to award all available funds should the number and quality of applications not meet the criteria.

The administrative and management costs of proposal must not exceed the 25% of the overall budget. The amount requested in the proposal should be commensurate with the organization's administrative and financial management capabilities.

**The duration of proposed activities should not exceed the period of five (5 months).** The anticipated implementation period is April 2021 – August 2021. The organizations are requested to submit a clear dynamic plan for each deliverable within the foreseen timeframe.

The schedule of payments for services will be agreed with the Responsible Party before the start of the assignment. Payments to the Responsible Party to cover Administrative (management and operational) costs will be linked to deliverables and executed upon submission and acceptance of the Final Report (including Final Financial Report).

### III. SELECTION PROCESS:

The UNDP will review proposals through a five-step process: (i) determination of eligibility; (ii) technical review of eligible proposals; (iii) scoring and ranking of the eligible proposals based on the assessment criteria outlined in the previous section to identify highest ranking proposal; (iv) round of clarification (if necessary) with the highest scored proposal; and (v) Responsible Party Agreement (RPA) signature (RPA template attached in Annex 5).

### IV. SUBMISSION PROCESS

Applicants shall bear all costs related to proposal preparation and submission.

Applicants must submit their Technical and Financial proposals in electronic format to the following e-mails: mariam.begiashvili@undp.org; cc: nino.khutsishvili@undp.org in PDF or word formats (signed and stamped). Please indicate "Grants Facility Proposal\_[submitting organization name]" in the subject line of the e-mail. Please note that bids received through any other address will not be considered.

The deadline for submission of applications is 4 March 2021, 16:00. The grant project proposals after the deadline will not be admitted and considered. If additional clarifications required, questions can be sent to the same email address indicated above. Answers to questions will be provided within two working days.

*Note: Consultation meeting with interested applicants on the preparation of applications will be held on 23 February 2021, at 11:00 via Zoom. Please notify mariam.begiashvili@undp.org and nino.khutsishvili@undp.org regarding your interest to participate in the meeting.*

The following documents must be submitted in order for the submission to be considered:

1. Applications (project proposals) in the form of the template attached (**Annex III – Proposal Template**), including organizational profile with the following details:
  - Proof of registration as a non-governmental/non-commercial organization including copies of registration certificate;
  - Proven track record of experience in the implementation of similar/related type of activities;
  - Experience in project implementation or execution of contracts for the provision of professional services in the area of grant programmes management;
  - A work plan with the proposed work schedule.
2. Description of the management methodology and implementation of the small business grants programme, which should include the following:
  - Communication strategy and plan for dissemination of information about the contest, including cooperation with the media and NGOs, placement of information via online resources and social networks;
  - Description of the online application system with a timeframe if necessary;
  - Description of organization of all stages of the project proposals evaluation process with proposed criteria for evaluating business plans and evaluation procedures;
  - Description of the mechanism of providing inputs to grantees based on approved project proposals;
  - Procedure for monitoring and evaluation of the business projects, quality control methods;
  - Description of training tools provided for selected applicants as well as mentorship opportunities.
3. At least 2 reference letters from previous project partners reflecting the nature of projects implemented, their results and the role of the applicant;
4. Information regarding required resources including curriculum vitae (CVs) of key personnel that

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will be assigned to support the implementation of the proposed methodology (clear definition of roles and responsibilities).

5. The Financial Proposal with a detailed cost breakdown, **Annex IV**.

**Only one submission per organization is allowed. Once the application is complete and submitted, revised versions of proposal documents will not be accepted. Partial application will not be accepted.**

Interested NGOs/CSOs may obtain further information or clarification by contacting the UNDP office in Georgia through the following address:

E-mail address: [mariam.begiashvili@undp.org](mailto:mariam.begiashvili@undp.org)

### Submission Deadline

Proposals, with supporting documents, should be submitted by **4 March 2021, at 16:00**.

### **Estimated Competition Timeline**

For reference purposes only, please consider the following indicative timeline:

*15 February 2021: Call for Proposal opens, and relevant documents are posted online.*

*23 February 2021: Consultation meeting via Zoom.*

*4 March 2021: Deadline for organizations to submit proposals under this Call.*

*12 March 2021: Assessment and selection processes will take place.*

*15 March 2021: Selected applicants will be notified.*

### **IMPORTANT ADDITIONAL INFORMATION**

UNDP implements a policy of zero tolerance on proscribed practices, including fraud, corruption, collusion, unethical practices, and obstruction. UNDP is committed to preventing, identifying and addressing all acts of fraud and corrupt practices against UNDP as well as third parties involved in UNDP activities. (See

[http://www.undp.org/content/dam/undp/library/corporate/Transparency/UNDP\\_Anti\\_Fraud\\_Policy\\_English\\_FINAL\\_june\\_2011.pdf](http://www.undp.org/content/dam/undp/library/corporate/Transparency/UNDP_Anti_Fraud_Policy_English_FINAL_june_2011.pdf) and

<http://www.undp.org/content/undp/en/home/operations/procurement/protestandsanctions/> for full description of the policies) In responding to this Call for Proposals, UNDP requires all Proposers to conduct themselves in a professional, objective and impartial manner, and they must at all times hold UNDP's interests paramount. Proposers must strictly avoid conflicts with other assignments or their own interests, and act without consideration for future work. All Proposers found to have a conflict of interest shall be disqualified. Without limitation on the generality of the above, Proposers, and any of their affiliates, shall be considered to have a conflict of interest with one or more parties in this solicitation process, if they:

- \* Are or have been associated in the past, with a firm or any of its affiliates which have been engaged UNDP to provide services for the preparation of the design, Terms of Reference, cost analysis/estimation, and other documents to be used in this competitive selection process;
- \* Were involved in the preparation and/or design of the programme/project related to the services requested under this Call for Proposals; or
- \* Are found to be in conflict for any other reason, as may be established by, or at the discretion of, UNDP.

In the event of any uncertainty in the interpretation of what is potentially a conflict of interest, proposers must disclose the condition to UNDP and seek UNDP's confirmation on whether such conflict exists.

UNDP looks forward to receiving your proposal and thanks you in advance for your interest in UNDP activities.

Yours sincerely,

**Ms. Louisa Vinton**

Resident Representative, UNDP

## Annex I



### Terms of Reference

**Engaging an NGO/CSO as Responsible Party for designing and managing a small grant facility for business input provision to conflict-affected women with viable business plans, providing entrepreneurship training and assigning mentors to offer legal, financial and management advice**

**Project name:** Expanding agency and voice and improving the socio- economic outlook for conflict-affected women during the COVID-19 crisis

**Country/place of implementation:** Georgia

**Type of Contract:** Responsible Party Agreement

#### I. BACKGROUND

The impact of the pandemic has aggravated the situations of fragility and conflict where social cohesion is already weak, services are limited and rights are violated. Covid-19 has worsened socio-economic conditions of women and deepened gender inequality in Georgia. The recent UN Women Rapid Gender Assessment of COVID-19 crisis revealed that a third of the employed population have lost their jobs, while 78% of women reported that if restrictive measures related to the spread of COVID-19 continue, they would struggle to cover basic expenses. Women were hit harder by economic impacts of COVID-19 as they disproportionately work in insecure labor markets and occupations. Women outnumber men in the informal sector, and as a result, more women have found themselves out of work during the pandemic. These impacts magnify the already fragile economic status of the conflict affected women-headed households living in poverty in the collective centers and rural areas across the ABLs. A survey performed under the UNDP's RRF initiative showed that the state social protection packages are the only source of income for the overwhelming majority of IDP households (71%). Furthermore, 11% reported not having any source of stable income, but relying on the occasional assistance from relatives and/or friends. According to the survey data only 18 % of the IDP collective center residents are employed. However, despite their employment status, during the pandemic, remote working is not an option for them due to the un-skilled or semi-skilled nature of their work.

This Call for Proposals (CFP) is specifically related to the UNDP Project: "Expanding agency and voice and improving the socio- economic outlook for conflict-affected women during the COVID-19 crisis" funded under the Funding Window Secretariat.

The Small Grant Facility will be launched in the areas adjacent to the Administrative Boundary Lines (ABLs)

along Abkhazia and South Ossetia/Tskhinvali Region as a part of UNDP efforts to promote economic recovery of the conflict-affected regions, to enhance employment and to create income-generation opportunities for IDPs and the conflict-affected population, to establish or restore business activity and ensure overall economic revitalization, decrease tension on the labor market and ensure development of the priority value chains that are critically important for further economic development of the region.

For this purpose, UNDP is seeking an NGO/CSO as responsible party that will manage the Grants facility for business start-up, renewal or expansion.

## **II. MAIN OBJECTIVES OF THE ASSIGNMENT**

The overall objective of this assignment is to establish a competitive mechanism and manage the process of provision of business inputs to IDPs and conflict-affected women for business start-up, renewal or expansion in villages near ABLs.

Specifically, the Responsible Party shall implement the following:

- Develop and agree with UNDP the detailed plan and schedule for implementation of the objectives, evaluation methodology for applications, monitoring and evaluation methodology for effective implementation of the supported business projects;
- Develop the application documents package for the small business grants programme;
- Announce, advertise and manage each Calls for proposals under the small business grants programme;
- Ensure broad dissemination of information about the small business grants programme among key stakeholders and public;
- Arrange the review and evaluation of business proposals by independent professionals/experts and Evaluation Committees;
- Sign grant agreements with beneficiaries and provide necessary business inputs;
- Monitor implementation of grant projects by each grantee;
- Organize training programmes on business planning, entrepreneurship and business development, and with the business mentorship to be provided to the grantees.

## **III. SCOPE OF WORK AND EXPECTED OUTPUTS**

The Responsible Party shall achieve the following outputs:

- An action plan for the Grant Facility developed;
- Grant application package and programme advertising package created;
- Call for proposals for the small business grant facility announced, accepting and managing applications from the target groups;
- Application evaluation process completed;
- Business inputs envisaged under selected grants purchased and transferred;
- Entrepreneurship training and mentorship provided to the beneficiaries.

#### **IV. BUDGET SIZE AND DURATION**

The estimated total funds allocated for the provision of the business inputs amounts to 65,000.00 US dollars. Within the initiative, it is expected to support around 8-10 women-led business projects during the period of Agreement.

The administrative costs related to the implementation of the small business grants programme under this TOR must not exceed 25% of the total allocated amount.

All activities are expected to be delivered within the 5 months period upon the signature of the Agreement. The anticipated implementation period is April 2021 – August 2021. The organizations are requested to submit a clear dynamic plan within the foreseen timeframe.

#### **V. MONITORING/REPORTING REQUIREMENTS**

The Responsible Party shall submit the following reports according to UNDP's format and guidelines. The format of reports shall be agreed at the first stage of the contract implementation programme, but UNDP reserves the right to make further changes and clarifications in the report form.

Types of reports:

- 1) Interim reports, including reports on the work accomplished, results, monitoring, and financial indicators for each Call for Proposals.
- 2) Bi-weekly operational email reports on current results, implementation and issues of the grants programme;
- 3) Brief reports periodically submitted upon request of UNDP in cases where it is required to get information on the progress of the programme in between reporting periods;
- 4) Acts of Transfer of business inputs to grantees;
- 5) Final narrative report including a summary of activities and results, lessons learned and conclusions, as well as the final financial report reflecting the whole period for each Call for Proposals. Data should be disaggregated by gender, age groups and other categories as required by UNDP;

The Responsible Party shall comply with the system of monitoring, evaluation and quality control introduced by UNDP, and also provide the necessary information, reports and statistical data according to the predetermined schedule or as soon as possible (within a reasonable time).

The Interim reports, completion reports, and the final report shall follow the pre-set template agreed with UNDP that includes both substantial and financial parts and shall be shared with the respective official.

As a quality assurance measure, UNDP reserves the right to initiate spot-checks of grantees to conduct interviews and receive feedback on the quality of the Responsible Party's work. The Responsible Party shall facilitate the process by presenting UNDP with all necessary contacts of the grantees and shall refrain from influencing the impartiality of the assessment procedures.



## **VI. INSTITUTIONAL ARRANGEMENT**

### ***Roles and Responsibilities of the Engaged Responsible Party:***

- Allocate the proper and needed skilled personnel to carry out the project's outputs;
- Be responsible of all logistics related to the completion of this assignment including remuneration of staff /experts / administrative issues related to implementation of activities; all materials and tools required for activities completion; transportation; rental; communication; allowances; etc.;
- Ensure proper reach out to beneficiaries;
- Implement and constantly monitor the activities;
- Provide required and ad-hoc comprehensive reports on a timely manner (focusing as well on the outcome).

### ***Role of UNDP***

- Provide field supervision and quality assurance by UNDP's personnel;
- Follow up, monitor and evaluate the progress of implementation of activities and manage/mitigate potential risks;
- Approve progress/final reports;

## **VII. EXPERIENCE AND QUALIFICATION REQUIREMENTS**

- Entities registered in Georgia for at least 3 years (non-governmental, public, charitable, non-profit);
- Experience in the management of grant programmes (at least one programme with a total number of recipients over 10);
- Experience in project implementation or execution of contracts for the provision of professional services in the area of grant programmes management/ providing start-up inputs with a total budget of projects/contracts in the amount of at least USD 30,000.00.

The Responsible Party must have a team of at least four members with following roles and required qualifications:

### **Team Leader/Manager:**

- Master's (or equivalent) degree in Economy, Public Administration, Law, Management, Entrepreneurship or related field;
- Minimum 4 years of professional experience in project management,
- Minimum 3 years of experience in implementing projects/programmes/provision of grants or credit loans to fund business plans;
- Excellent knowledge of Georgian and working knowledge of English.

**Entrepreneurship Expert:**

- Bachelor's (or higher) degree in Economy, Entrepreneurship, Management or related field;
- Minimum 3 years of experience in local economic development or business development;
- Experience in the evaluation of business plans as a part of the grant or loan programmes (proven participation in at least one programme);
- Excellent knowledge of Georgian.

**Finance Associate:**

- Bachelor's (or higher) degree in Finance, Accounting and Audit or other related fields relevant to the financial administration of the small grants scheme;
- Minimum 2 years of experience of financial management in implementing projects/programmes/provision of grants or credit loans;
- Minimum 3 years of experience in providing financial / accounting to international technical assistance organizations or other donors/customers;
- Excellent knowledge of Georgian.

**Programme Associate** (responsible for administrative issues and communication with the programme beneficiaries)

- Bachelor's (or higher) degree in Economy, Public Administration, Entrepreneurship, Management or related field;
- Minimum 3 years of experience in administrative and organizational work;
- Excellent knowledge of Georgian and English.

**VIII. DOCUMENTS TO BE SUBMITTED IN A TECHNICAL PROPOSAL AND A FINANCE PROPOSAL:**

Technical Proposal should provide among others a contextual analysis/background information, proposed methodology and approach, including objectives and clear outputs that will be achieved within the lifecycle of each suggested activity.

- ☒ A letter of interest / letter of offer, which outlines previous experience in implementing similar programmes and competitive advantages of the applicant company;
- ☒ A work plan with the proposed work schedule;
- ☒ Description of the management methodology and implementation of the small business grants programme, which should include the following:
  - Communication strategy and plan for dissemination of information about the contest, including cooperation with the media and NGOs, placement of information via online resources and social networks;
  - Description of the online application system with a timeframe if necessary;
  - Description of organization of all stages of the project proposals evaluation process with proposed criteria for evaluating business plans and evaluation procedures;
  - Description of the mechanism of providing inputs to grantees based on approved project proposals;
  - Procedure for monitoring and evaluation of the business projects, quality control methods;
  - Description of training tools provided for selected applicants as well as mentorship opportunities.

- ☒ At least 2 reference letters from previous project partners reflecting the nature of projects implemented, their results and the role of the applicant;

**IX. PROPOSED PAYMENT SCHEDULE:**

The schedule of payments for the grants administration services will be agreed with the Responsible Party before the start of the assignment. Payments to the Responsible Party to cover Administrative (management and operational) costs will be linked to deliverables and executed upon submission and acceptance of the Final Report (including Final Financial Report, including final list of beneficiaries and the Impact Assessment Report).

**ANNEX II**  
**Evaluation criteria**

*(The companies/organizations that are compliant with minimum evaluation criteria will be passed to technical evaluation)*

1. Officially registered organization (non-governmental, public, charitable, non-profit, at least 3 years;
2. Experience in the management of grant programmes (at least one programme with a total number of recipients over 10);
3. Experience in project implementation or execution of contracts for the provision of professional services in the area of grant programme management/ providing start-up inputs with a total budget of projects/contracts in the amount of at least USD 30,000.00.

**Technical criteria:**

Summary of Technical Proposal Evaluation Form	Score Weight	Max Points obtainable
Expertise of Firm/Organization	25%	150
Proposed Methodology, Approach and Implementation Plan	40%	240
Personnel	35%	210
<b>Total</b>	<b>100%</b>	<b>600</b>

Forms of assessment of technical proposals are given in the next two pages. The maximum score that may be received for each assessment criterion indicates the relative significance or part of such a criterion in the overall assessment process.

Assessment of technical proposal		Maximum score	NGO/ CSO		
Form 1			A	B	C
Experience of the company / organization submitting the proposal					
1.1	Officially registered organization (non-governmental, public, charitable, non-profit), for 3 years - 30 points, more than 3 years – 50 points;	50			
1.2	Experience in the management of grant programmes one programme with a total number of recipients over 10 – 30 points, more than one programme – 50 points;	50			
1.3	Experience in project implementation or execution of contracts for the provision of professional services in the area of grant programme management/ providing start-up inputs _with a total budget of USD 30,000.00 – 30 points; budget more than USD 30,000.00 – 50 points.	50			
Overall score on Form 1		150			

Assessment of technical proposal		Maximum score	Company / Other organization		
Form 2			A	B	C
Proposed work plan, methodology and approach					
2.1	How well-elaborated and is the communication strategy to promote the small business grants programme implementation? <ul style="list-style-type: none"><li>- The proposed communication channels include Contest web page and at least one additional resource – up to 10 points;</li><li>- The information strategy envisages at least one zoom conferences – up to 10 points;</li></ul>	20			
2.3	How well-developed is a proposed approach to the process of evaluation of applications? <ul style="list-style-type: none"><li>- The suggested evaluation system provides steps described in the specifications and contains a detailed description of the methodology at each stage – up to 20 points;</li><li>- The methodology for applications evaluation is reasonable and realistic, complies with the competition objectives and allows to assess the application potential – 20 points;</li><li>- The process of evaluating applications is transparent and impartial, it envisages the involvement of the independent evaluation committee at a final stage (specified composition and ways of attracting committee members, spelled assessment methodology and operational procedure of the evaluation committee) – 20 points;</li></ul>	60			
2.4	How well-developed and robust is the methodology for monitoring and evaluation of implementation of projects having received business inputs? <ul style="list-style-type: none"><li>- The proposed monitoring implementation plan has realistic timeframe and logistics arrangements – up to 10 points;</li><li>- The monitoring and evaluation methodology suggested is realistic, unified for all grantees and is able to analyze progress of grants implementation based on clear evaluation method – up to 10 points;</li><li>- The proposed monitoring and reporting mechanism shows sufficient capacity of the Responsible Party to provide counseling on</li></ul>	30			

Assessment of technical proposal		Maximum score	Company / Other organization		
Form 2			A	B	C
	reporting issues to grantees – up to 10 points.				
2.5	How well developed and realistic is the mechanism of business input provision to grantees? <ul style="list-style-type: none"><li>- The mechanism involves the development and signing of agreements with grantees – up to 20 points;</li><li>- The mechanism includes a detailed list and description of the conditions under which funds are allocated to grantees (legal registration, existence of a bank account, etc.) – up to 10 points.</li></ul>	30			
2.6	How well developed is the training and mentorship support? <ul style="list-style-type: none"><li>- The proposed methodology includes list of training seminars offered to grantees – up to 20 points;</li><li>- Mentorship scheme is developed and well-explained – up to 20 points;</li><li>- Sustainability of business is ensured through long-term tools available beyond the project duration – up to 20 points.</li></ul>	60			
2.7	How well-elaborated is the proposed plan of work and suggested timeline? <ul style="list-style-type: none"><li>- Weekly detailed elaboration of a work plan – 20 points</li><li>- The schedule is realistic and meets the assignment timeframe – 20 points.</li></ul>	40			
Overall score on Form 2		240			

Assessment of technical proposal  Form 3		Maximum score	Company / Other organization		
			A	B	C
Personnel					
	Team Leader/Manager				
3.1	Experience in project management (4-5 years – 10 points, 6–7 years – 15 points, 8 years and more – 20 points).	20			
3.2	Experience in the implementation of projects /	25			

Assessment of technical proposal		Maximum score	Company / Other organization		
Form 3			A	B	C
	programmes / provision of grants or credit loans to finance business plans – 25 points.				
3.3	Higher education in Economy, Public Administration, Law, Management, Entrepreneurship or related field (Master’s (or equivalent) – 10 points, PhD or higher – 15 points).	15			
3.4	Language command/ Georgian–5points, English (working level)–10 points.	10			
Interim score according to criteria 3.1–3.4		70			
	Other Experts – <b>Entrepreneurship Expert</b>				
3.5	Experience in local economic development or business development (3 years – 10 points, 4–6 years – 15 points, 7 years or more – 20 points).	20			
3.6	Experience in the evaluation of business plans as a part of the grant or loan programmes (1 programme – 10 points, 2 programmes and more – 15 points).	15			
3.7	Education in Economy, Entrepreneurship, Management or related field (Bachelor’s degree or equivalent – 5 points, Master’s – 10 points, PhD or higher – 15 points).	15			
3.8	Language command/ Georgian–5points, English (working level)–10 points.	10			
	Interim score according to criteria 3.5–3.8	60			
	Other Experts – <b>Finance Associate</b>				
3.9	Experience in financial management in implementing projects / programmes / provision of grants or credit loans (2 years – 5 points, 3–6 years – 10 points, 7 years and more – 15 points).	15			
3.10	Experience in providing financial / accounting to international technical assistance organizations or other donors / customers (3 years – 5 points, more than 3 years – 10 points)	10			
3.11	Higher education in Finance, Accounting and Auditor or other related field relevant to financial administration of the small grants scheme (Bachelor’s degree or equivalent – 5 points, Master’s – 7 points, PhD or higher – 10 points).	10			
3.12	Language command/ Georgian–5points, English (working level)–10 points.	10			
	Interim score according to criteria 3.9–3.12	45			

Assessment of technical proposal Form 3		Maximum score	Company / Other organization		
			A	B	C
	Other Experts – <b>Programme Associate</b>				
3.13	Experience in administrative and organizational work (3 years–5 points, 4–6 years–10 points, 7 years and more – 15 points).	15			
3.14	Higher education in Economy, Public Administration, Entrepreneurship, Management or related field (Bachelor’s degree or equivalent – 5 points, Master’s – 7 points, PhD or higher – 10 points).	10			
3.15	Language command/ Excellent Georgian & English–10 points.	10			
	Interim score according to criteria 3.13–3.16	<b>35</b>			
	Overall score on Form 3	210			



## Annex III – Proposal Template

UNDP Project: “Expanding agency and voice and improving the socio- economic outlook for conflict-affected women during the COVID-19 crisis”

Applicant NGO/CSO	
<b>Implementing (Leading) NGO:</b> - Full legal name - Legal Status - Website of applicant (if applicable) - Contact Person for Proposal (name, e-mail, mobile)	
<b>Partner Organization (if applicable):</b> - Full legal name - Legal Status - Website of applicant (if applicable) - Contact Person for Proposal (name, e-mail, mobile)	
<b>Date of Submission</b> d/m/y	
<b>Total Budget (USD)</b>	

ORGANIZATIONS’ Profile
Please provide a list of grant programs implemented at least within last 7 years, indicating budgets, a number of recipients, donors, clients and general description (not more than 1/4 page for each project).

### Proposal Description

#### 1/ Proposed Methodology, Approach, quality assurance plan and Implementation Plan

This section should demonstrate the NGO’s response to the Terms of Reference by identifying the specific components proposed, how the outputs/ delivery shall be addressed, as specified; providing a detailed description of the essential performance characteristics proposed; identifying the works/portions of the work that will be subcontracted.

Moreover, the proposal should demonstrate how the proposed methodology meets or exceeds the TOR while ensuring the appropriateness of the approach to the local conditions and the rest of the project operating environment.

Specifically, please describe organization's communication strategy to promote the small business grants programme implementation; process of application evaluation; the methodology for monitoring and evaluation of implementation of projects having received business inputs; training and mentorship support.

## 2/ Results to be achieved by the NGO

### 2.1/Objective, Outputs and Activities of the assignment.

Provide a summary of the outputs to be achieved by the NGO. Please numerate outputs. Describe the activities per each output to be carried out by the NGO.

### 2.2/Beneficiaries

Briefly describe the main project target groups and indicate number of estimated direct and indirect beneficiaries, provide age and gender disaggregation of beneficiaries if applicable.

## 3/ Workplan of activities

Provide a time-related sequence of the activities' from its inception to the finalization in the table below.

	YY				
Description of Activity	April	May	June	July	August
Output 1					
Activity 1.1					
Activity 1.2, etc.					

## 4/ Management and Key Personnel

This section should include the comprehensive description of the management structure and information regarding required resources including curriculum vitae (CVs) of key personnel that will be assigned to support the implementation of the proposed methodology, clearly defining the roles and responsibilities vis-à-vis the proposed methodology. CVs should establish competence and demonstrate qualifications in areas relevant to the TOR.

## 5/ Gender mainstreaming

Explain how the project will endeavor to enhance gender equality (e.g. provide data disaggregation by gender, etc.).

**6/ Risk management** – please describe the specific instruments of risk assessment and management:

<u>Risks Associated with the outputs from the log frame:</u>	<u>Management responses for mitigation of risks</u>	<u>Risk owner</u>

1/		
2/		

**7/ Project monitoring and evaluation mechanisms. Monitoring and evaluation matrix:**

Expected Outputs	Indicator	Baseline (Value, Year)	Targets	Means of Verification	How often, when	Responsible party

**8/ Project sustainability and replication possibility:** (Please verify how the project sustainability will be ensured after completion of the project, including during the implementation period. In terms of sustainability please provide the possibility of project reoccurrence and replication in other places)

## Annex IV Financial Proposal

### Cost Breakdown by Cost Component:

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

NO.	Activity / expenses	Quantity / duration	Description of expenses	Cost per unit	Total
1	Grant funds pool for business inputs				
2	Personnel				
	Project manager	5	month		
	Entrepreneurship Expert	5	month		
	Finance Associate	5	month		
	Programme Associate	5	month		
	Other specialists (if any)				
	...				
3	Grant funds administration (purchase of business inputs, monitoring of projects, etc.)		USD		
	Other costs (please indicate if any)				
	...				
4	Organization of application process				
	Design/update and launch of the online application tool (if necessary)	1	Item		
	Maintenance of the online application Tool (if necessary)	3	month		
	Other costs (please indicate if any)				
	...				
5	Dissemination of information about the business grants contest				
	Organizing zoom or in-person conference	1	event		

	Design and printing of info materials (if necessary)				
	Advertising campaign (if necessary)				
	Other (if applicable)				
	...				
6	Office costs				
	Rent (if applicable)		month		
	Communication charges (telephone)	5	month		
	Internet	5	month		
	Consumables for office				
	Printing (if applicable)				
	Postal charges		item		
	...				
7	Business trips				
	Travel		one travel		
	Accommodation		day		
	Daily allowance		day		
8	Overhead costs (if any – outline activities / expenses)				
	...				
	Total				

The total amount of administrative costs related to the implementation of the small business grants programme must not exceed 25% of the overall budget.

## Annex V – Responsible Party Agreement Template

### RESPONSIBLE PARTY AGREEMENT

[Reference No. insert reference number, if any; if none, delete bracketed text]

1. Country: [Click <b>here</b> and enter Host Country name]	
2. Name of Civil Society Organization (CSO): "[Click here and enter full name of CSO]" incorporated under the laws of "[Click here and enter jurisdiction of incorporation]" with address at "[Click here and enter full address of CSO]"	
3. Project Number and Title: "[Click here and enter Project number (if any) and title]"	
4. Implementation Period: From [Click <b>here</b> and enter date] to [Click <b>here</b> and enter date]	
5. Budget: Up to the amount of US\$ [Click <b>here</b> and enter amount] ([Click <b>here</b> and amount in words] United States Dollars)	
6. Information for CSO Bank Account into Which Funds Will Be Disbursed: Account Name: [Click <b>here</b> and enter Owner of Bank Account] Account Title: [Click <b>here</b> and enter Account Title] Account Number: [Click <b>here</b> and enter Account Number] Bank Name: [Click <b>here</b> and enter Bank name] Bank Address: [Click <b>here</b> and enter Bank Address] Bank SWIFT Code: [Click <b>here</b> and enter Bank SWIFT Code] Bank Code: [Click <b>here</b> and enter Bank Code] Routing instructions for disbursements: [Click <b>here</b> and enter any additional instructions]	
7. Notices to CSO: Name: Address:  Tel: Fax: Email:	8. Notices to UNDP: Name: Address:  Tel: Fax: Email:
9. Signed for "[Click here and enter CSO name]" by its Authorized Representative  Date: _____ Signature: _____	
10. Signed for the <b>United Nations Development Programme</b> by its Authorized Representative  Date: _____ Signature: _____	

The following documents constitute the entire Agreement (the “Agreement”) between the Parties and supersedes all prior agreements, understandings, communications and representations concerning the subject matter: this face sheet (“Face Sheet”)

[Special Conditions][*delete if no Special Conditions are identified*]

Standard Terms and Conditions

Annex A – Project Document (including the Work Plan)

Annex B – CSO Technical and Financial Proposals

If there is inconsistency between any of the documents forming part of this Agreement, the Agreement will be interpreted in the above order of priority.

## **STANDARD TERMS AND CONDITIONS**

WHEREAS the Government of the Host Country indicated in block 1 of the Face Sheet and the United Nations Development Programme, a subsidiary organ of the United Nations established by the General Assembly of the United Nations (hereinafter “UNDP”) concluded a project document (hereinafter the “Project Document”) for the project named in block 3 of the Face Sheet (hereinafter the “Project”);

WHEREAS, pursuant to the Project Document, UNDP serves as an implementing partner under the Project;

WHEREAS in its capacity as an implementing partner, UNDP has selected the civil society organization named in block 2 of the Face Sheet (hereinafter the “CSO”), as a responsible party to implement activities (hereinafter the “Activities”) and achieve deliverables (hereinafter the “Deliverables”) within the time frames and pursuant to the budget set forth in the Work Plan which forms part of the Project Document (hereinafter the “Work Plan”);

WHEREAS UNDP and the CSO (together referred to as the “Parties” or, individually, a “Party”), pursuant to their respective mandates and policies, share a common aim in the furtherance of sustainable development; and

WHEREAS the CSO understands and agrees that the overall goal of this Agreement is to contribute to producing the outputs and achieving the outcomes set forth in the Project Document.

NOW, THEREFORE, on the basis of mutual trust and in the spirit of cooperation, the Parties have entered into this Agreement under the terms and conditions set forth herein.

### **1.0 Objectives and General Responsibilities of the Parties**

**1.1** The Parties agree that the main objective of this Agreement is to further the goals of the Project through the successful implementation of the Activities and achievement of the Deliverables.

**1.2** Consistent with this objective, the CSO shall commence and implement the Activities and achieve the Deliverables with due diligence and efficiency, pursuant to the schedule set forth in the Work Plan, and in accordance with the terms and conditions of this Agreement. The Activities must be consistent with the regulations, rules, policies and procedures of UNDP.

**1.3** All deadlines and time limits contained in this Agreement shall be deemed to be of the essence in respect of the implementation of the Activities and achievement of the Deliverables under this Agreement.

**1.4** Any information or data provided by the CSO to UNDP for the purpose of entering into this Agreement, as well as the quality of the Activities, Deliverables and reports foreseen under this Agreement, will conform to the highest professional standards.

**1.5** The Parties shall on a regular basis keep each other informed of, and consult on matters pertaining to the implementation of the Activities and achievement of the Deliverables under this Agreement.

### **2.0 Financial Arrangements**

**2.1** Pursuant to the budget contained in the Work Plan, UNDP shall make available to the CSO funds up to the maximum amount indicated in block 5 of the Face Sheet upon timely achievement of the Deliverables and in accordance with the schedule set forth in the Work Plan.

**2.2** The amounts stated above shall not be subject to any adjustment or revision because of price or currency fluctuations, or the actual costs incurred by the CSO in the implementation of the Activities.

**2.3** All payments shall be made by UNDP to the CSO bank account indicated in block 6 of the Face Sheet.

**2.4** Payments effected by UNDP to the CSO shall be deemed neither to relieve the CSO of its obligations under this Agreement nor as acceptance by UNDP of the CSO’s performance of the Activities.

**2.5** The CSO shall notify UNDP about any expected budget variations. The CSO shall be authorized to make



variations not exceeding twenty (20) per cent on any one budget line item in the Work Plan, provided

that the maximum amount allocated by UNDP pursuant to paragraph 2.1 above, is not exceeded. Any variations exceeding twenty (20) per cent on any one budget line item that may be necessary for the proper and successful implementation of the Activities under this Agreement shall be subject to prior consultations with, and written approval by, UNDP.

**2.6** UNDP shall not be liable for the payment of any expenses, fees, tolls, or any other costs not expressly provided for in the Work Plan, not authorized by UNDP pursuant to the preceding paragraph, or exceeding the maximum amount referred to in paragraph 2.1 above.

**2.7** Unless otherwise agreed in writing by UNDP, the CSO shall return all unspent funds and income (including interest) to UNDP within one (1) month of completion of the Activities or termination of this Agreement, whichever is earlier.

### **3.0 Refund**

**3.1** The CSO shall disburse the funds made available to it by UNDP and incur expenditures in connection with the Activities on the terms and conditions set forth in this Agreement and the Work Plan. In the event that the CSO disburses the funds or incurs expenditures in violation of this Agreement and/or the Work Plan, notwithstanding the availability or exercise of any other remedies under this Agreement, the CSO shall refund the amounts to UNDP not later than thirty (30) days after the CSO receives a written request for such refund from UNDP. Failing that, UNDP may deduct the amount of the requested refund from any payments due to the CSO under this Agreement.

### **4.0 The CSO Personnel**

**4.1** The CSO shall be fully responsible and liable for all persons engaged by it in connection with the Activities, including employees, consultants, agents, accountants, advisers, and contractors (hereinafter the "CSO Personnel"). The CSO shall ensure that the CSO Personnel meet the highest standards of professional qualifications and competence necessary for the implementation of the Activities and achievement of the Deliverables under this Agreement, are free from any conflicts of interest related to the Activities, respect the local laws and customs, and conform to the highest standards of moral and ethical conduct.

**4.2** The CSO Personnel shall not be considered in any respect as being the officials, personnel, employees, staff or agents of UNDP or the United Nations.

**4.3** The CSO agrees and shall ensure that the CSO Personnel performing the Activities under this Agreement:

- a) Shall not seek nor accept instructions regarding the Project from any Government or other authority external to the CSO or UNDP;
- b) Shall refrain from any conduct that would adversely reflect on UNDP or the United Nations, and shall not engage in any activity that is incompatible with the aims, objectives or mandate of UNDP or the United Nations; and
- c) Shall not use information that is considered confidential without the prior written authorization of UNDP, as required by Article 12.0 below.

**4.4** The CSO's decisions related to the CSO Personnel, including employment or dismissal, shall be free of discrimination on the basis of race, religion or creed, ethnicity or national origin, gender, sexual orientation, handicapped status, or other similar factors.

### **5.0 Assignment**

**5.1** The CSO shall not assign, transfer, pledge or make other disposition of this Agreement or any part thereof, or any of the CSO's rights, claims or obligations under this Agreement except with the prior written

consent ofUNDP.

## **6.0 Contracting**

**6.1** In the event the CSO requires the services of contractors, the CSO shall remain responsible for their acts and omissions in relation to the Activities as if they were the acts and omissions of the CSO. The terms of any contract with any such contractor shall be subject to and conform to the provisions of this Agreement.

## **7.0 Procurement**

**7.1** Procurement of goods, services and technical assistance required under the Work Plan will be conducted by the CSO in accordance with the principles of highest quality, transparency, economy and efficiency. Such procurement will be based on the assessment of competitive quotations, bids, or other proposals, unless otherwise agreed in writing by UNDP.

## **8.0 Equipment**

**8.1** Any non-consumable supplies, equipment, vehicles and materials financed by UNDP or furnished by UNDP to the CSO under this Agreement (hereinafter the "Equipment") shall remain the property of UNDP.

**8.2** The CSO shall be responsible for the proper custody, maintenance and care of the Equipment. It shall also maintain complete and accurate records of the Equipment, and shall regularly verify the inventory thereof. In addition, it shall purchase and maintain appropriate insurance for the Equipment in the amounts agreed upon between the Parties and incorporated in the budget contained in the Work Plan.

**8.3** UNDP shall provide reasonable assistance to the CSO in connection with clearing the Equipment through customs at ports of entry into the country where the Activities are to be implemented.

**8.4** In the event of damage, theft, loss or other forfeiture of the Equipment, the CSO shall provide UNDP with a complete written report supported, where appropriate, by a police report and any other evidence, giving full particulars of the events leading to the loss of, or damage to the Equipment.

**8.5** The CSO shall return the Equipment to UNDP within thirty (30) days upon completion of the Activities or termination of this Agreement, whichever is earlier, or when no longer needed by the CSO. When returned to UNDP, the Equipment shall be in the same condition as when furnished to the CSO, subject to normal wear and tear.

**8.6** UNDP may request compensation for the damaged, stolen, lost or otherwise forfeited Equipment, or the Equipment determined by UNDP to be degraded beyond normal wear and tear. If the CSO fails to compensate UNDP within thirty (30) days of UNDP's request, UNDP may deduct the amount thereof from any payments due to the CSO under this Agreement.

## **9.0 Copyrights, Patents, and Other Proprietary Rights**

**9.1** Except as may be otherwise agreed by the Parties in this Agreement, 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 CSO has developed for UNDP under this Agreement and which bear a direct relation to, or are produced, prepared or collected in consequence of, or during the course of, the performance of this Agreement. The CSO acknowledges and agrees that such products, documents and other materials constitute works made for hire for UNDP.

**9.2** The CSO shall be responsible for obtaining any licenses and permits required by national laws in connection with the Activities. UNDP shall cooperate as appropriate and necessary.

## **10.0 Reporting**

**10.1** The CSO shall report to UNDP on the implementation of the Activities and achievement of the Deliverables under this Agreement.

**10.2** The CSO shall provide UNDP with (a) quarterly reports, due within thirty (30) days after the end of each quarter; (b) if the duration of this Agreement exceeds one (1) year, annual reports, due within sixty (60) days after the end of each year; and (c) a final report, due within sixty (60) days after the completion of the Activities or expiration or prior termination of this Agreement.

**10.3** Each report must be written in the English language and must, *inter alia*, contain information on:

- a) Activities carried out under the Agreement during the reported period;
- b) Progress towards achieving the Deliverables during the reported period;
- c) Corresponding indicators, baselines, sources of data, and data collection methods;
- d) Any new issues, risks, challenges and opportunities that should be considered in implementing the Activities;
- e) Financial data, including cash receipts and disbursements incurred by the CSO, reconciliation of outstanding advances and foreign exchange loss or gain during the reported period, if applicable; and
- f) Cumulative financial data, showing satisfactory management and use of UNDP resources.

**10.4** In addition, the annual report and final reports, referred to in paragraph 10.2 above, must contain audited financial statements and records related to the Activities.

**10.5** The CSO shall provide such additional reports related to the Activities as may be reasonably required by UNDP under its regulations, rules, policies and procedures.

## **11.0 Maintenance of Records**

**11.1** The CSO shall keep accurate and up-to-date records and documents, including original invoices, bills, and receipts pertinent to each transaction related to the Activities under this Agreement.

**11.2** The CSO shall promptly disclose to UNDP any income, including interest, arising from the Activities. Such income shall be reflected in a revised Work Plan and recorded as accrued income to UNDP, unless otherwise agreed by the Parties.

**11.3** Upon completion of the Activities, or the termination of this Agreement, the CSO shall maintain the records for a period of at least five (5) years, unless otherwise agreed by the Parties.

## **12.0 Confidentiality**

**12.1** Information and data that is considered proprietary by either Party and that is delivered or disclosed by one Party to the other Party during the term of this Agreement shall be considered confidential and shall be handled pursuant to the UNDP Information Disclosure Policy, not attached hereto but known to and in the possession of the Parties.

**12.2** The CSO may disclose information to the extent required by law, provided that and without any waiver of the privileges and immunities of the United Nations, the CSO 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.

**12.3** UNDP may disclose information to the extent required pursuant to the Charter of the United Nations, resolutions or regulations of the General Assembly, or rules promulgated by the Secretary-General of the United Nations.

**12.4** These obligations shall not lapse upon completion of the Activities or termination of this Agreement,

whichever is earlier.

### **13.0 Insurance and Liabilities to Third Parties**

**13.1** The CSO shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used in connection with the Activities under this Agreement.

**13.2** The CSO shall provide and thereafter maintain all appropriate workmen's compensation insurance, or the equivalent, with respect to the CSO Personnel to cover claims for personal injury or death in connection with this Agreement.

**13.3** The CSO 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 Activities, as well as the use of the Equipment owned or leased by the CSO or the CSO Personnel, or furnished or financed by UNDP pursuant to Article 8.0 above.

### **14.0 Indemnity**

**14.1** The CSO shall indemnify, hold and save harmless, and defend, at its own expense, UNDP, its officials and persons performing services for UNDP from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, on account of, based on or resulting from, arising out of (or which may be claimed to arise out of) or relating to acts or omissions of the CSO, including the CSO Personnel, under this Agreement. This provision shall extend, *inter alia*, to claims and liability in the nature of workmen's compensation, damage to property or other hazards that may be suffered by the CSO Personnel as a result of their services pertaining to the Activities, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the CSO or the CSO Personnel.

### **15.0 Tax Exemptions**

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

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

### **16.0 Security and Anti-Terrorism**

**16.1** The responsibility for the safety and security of the CSO and the CSO Personnel and property, as well as of the Equipment and other UNDP property in the CSO's custody, shall rest with the CSO.

**16.2** UNDP reserves the right to verify whether the necessary security arrangements are in place, and to suggest modifications thereto when necessary. **16.3** The CSO agrees to undertake all reasonable efforts to ensure that none of the UNDP funds received under this Agreement are used to provide support to individuals or entities associated with terrorism and that the 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 <http://www.un.org/sc/committees/1267/1267.htm>. This provision must be included in all contracts entered into under this Agreement.

### **17.0 Audit and Investigations**

**17.1** All payments made by UNDP under this Agreement 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 this Agreement and for a period of five (5) years following the completion of the Activities or the termination of this Agreement.

**17.2** The CSO acknowledges and agrees that, from time to time, UNDP may conduct investigations relating to any aspect of this Agreement or the selection of the CSO as a responsible party, the obligations performed under this Agreement, and the operations of the CSO generally relating to the performance of this Agreement. The right of UNDP to conduct an investigation and the CSO's obligation to comply with such an investigation shall not lapse upon completion of the Activities or the termination of this Agreement, whichever is earlier.

**17.3** The CSO shall provide its full and timely cooperation with any post-payment audits or investigations. Such cooperation shall include, but shall not be limited to, the CSO's obligation to make available the CSO Personnel and any relevant documentation for such purposes at reasonable times and on reasonable conditions, and to grant to UNDP access to the CSO's premises at reasonable times and on reasonable conditions. The CSO shall cause the CSO Personnel to reasonably cooperate with any post-payment audits or investigations carried out by UNDP hereunder.

**17.4** UNDP shall be entitled to a refund from the CSO for any amounts shown by audits and investigations to have been paid by UNDP other than in accordance with the terms and conditions of this Agreement.

## **18.0 Force Majeure**

**18.1** In the event of, and as soon as possible after, the occurrence of any cause constituting *force majeure*, the Party affected by it shall give the other Party notice and full particulars in writing of such occurrence. If the affected Party is thereby rendered unable, in whole or in part, to perform its obligations or meet its responsibilities under this Agreement, the Parties shall consult on the appropriate action to be taken, which may include termination of this Agreement by UNDP pursuant to Article 28.0, or termination of this Agreement by the CSO with at least seven (7) days written notice of such termination.

**18.2** In the event that this Agreement is terminated owing to causes constituting *force majeure*, the provisions of Article 28.0 below, shall apply.

**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 Party invoking *force majeure*. The CSO acknowledges and agrees that, with respect to any obligations under this Agreement that the CSO must perform in areas in which the United Nations 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 this Agreement.

## **19.0 Use of the Name, Emblem and Official Seal of UNDP**

**19.1** The CSO shall only use the name (including abbreviations), emblem or official seal of the United Nations or UNDP in direct connection with the Activities under this Agreement and upon receiving prior written consent of UNDP. Under no circumstances shall such consent be provided in connection with the use of the name (including abbreviations), emblem or official seal of the United Nations or UNDP for commercial purposes or goodwill.

**19.2** The Parties shall cooperate in any public relations or publicity exercises when UNDP deems these appropriate or useful.



## **20.0 Privileges and Immunities**

**20.1** Nothing in or relating to this Agreement shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations and UNDP.

## **21.0 Officials Not to Benefit**

**21.1** The CSO represents and warrants that it has not and shall not offer any direct or indirect benefit arising from or related to the performance of the Agreement or the award thereof, to any representative, official, employee, or other agent of UNDP.

## **22.0 Observance of the Law**

**22.1** The CSO shall comply with all laws, ordinances, rules, and regulations applicable to the performance of its obligations under this Agreement.

## **23.0 Child Labor**

**23.1** The CSO represents and warrants that neither it, its parent entities (if any), any of the CSO's subsidiary or affiliated entities (if any) nor the CSO Personnel are 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.

## **24.0 Mines**

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

## **25.0 Sexual Exploitation**

**25.1** In the performance of this Agreement, the CSO 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 CSO shall not engage in any conduct that would constitute sexual exploitation or sexual abuse, as defined in that bulletin.

**25.2** The CSO shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by the CSO Personnel. 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 CSO shall refrain from, and shall take all reasonable and appropriate measures to prohibit the CSO Personnel or any 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 in any sexual activities that are exploitive or degrading to any person. The CSO acknowledges and agrees that the provisions of this Article 25.0 constitute an essential term of the Agreement and that any breach of these provisions shall entitle UNDP to terminate the Agreement immediately upon notice to the CSO, without any liability for termination charges or any other liability of any kind.

**25.3** UNDP shall not apply the foregoing standard relating to age in any case in which the CSO Personnel

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 CSOPersonnel.

## **26.0 Conflicts of Interest; Anti-Corruption**

**26.1** The Parties agree that it is important that all necessary precautions are taken to avoid conflicts of interest and corrupt practices. To this end, the CSO shall maintain standards of conflict that govern the performance of the CSO Personnel, including the prohibition of conflicts of interest and corrupt practices in connection with the award and administration of contracts, grants, or other benefits.

**26.2** The CSO and persons affiliated with it, including the CSO Personnel, shall not engage in the following practices:

- a) participating in the selection, award, or administration of a contract, grant or other benefit or transaction funded by UNDP, in which the person, members of the person's immediate family or his or her business partners, or organizations controlled by or substantially involving such person, has or have a financial interest;
- b) participating in such transactions involving organizations or entities with which or whom that person is negotiating or has any arrangement concerning prospective employment;
- c) offering, giving, soliciting or receiving gratuities, favors, gifts or anything else of value to influence the action of any person involvement in a procurement process or contract execution;
- d) misrepresenting or omitting facts in order to influence the procurement process or the execution of a contract;
- e) engaging in a scheme or arrangement between two or more bidders, with or without the knowledge of the CSP, designed to establish bid prices at artificial, non-competitive levels; or
- f) participating in any other practice that is or could be construed as an illegal or corrupt practice under domestic law.

**26.3** If the CSO has knowledge or becomes aware of any of the practices outlined in paragraph 2 of this Article 26 undertaken by anyone affiliated with the CSO, the CSO shall immediately disclose the existence of such practices to UNDP.

**26.4** The CSO acknowledges and agrees that each of the provisions in Articles 21 to 26 hereof constitutes an essential term of the Agreement and that any breach of any of these provisions shall entitle UNDP to terminate the Agreement or any other contract with UNDP immediately upon notice to the CSO, 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.

## **27.0 Dispute Settlement**

**27.1** The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of this Agreement, 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.

**27.2** If such dispute, controversy or claim between the Parties is not settled amicably under the preceding paragraph within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, it 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.

## **28.0 Termination of this Agreement**

**28.1** The Parties recognize that successful implementation and completion of the Activities and achievement of the Deliverables are of paramount importance, and that UNDP may find it necessary to terminate or to modify the Activities, should circumstances arise that jeopardize successful completion of the Project. The provisions of the present Article shall apply to any such situation.

**28.2** UNDP shall consult with the CSO if any circumstances arise that, in the judgment of UNDP, interfere or threaten to interfere with the successful implementation or completion of the Activities, or achievement of the Deliverables. For its part, the CSO shall promptly inform UNDP of any such circumstances that might come to its attention. The Parties shall cooperate towards the rectification or elimination of the circumstances in question and shall exert all reasonable efforts to that end, including prompt corrective steps by the CSO, where such circumstances are attributable to it or within its responsibility or control. The Parties shall also cooperate in assessing the consequences of possible termination of this Agreement on the beneficiaries of the Project.

**28.3** UNDP may, at any time after occurrence of the circumstances in question, and after appropriate consultations with the CSO, suspend or terminate this Agreement by written notice to the CSO, without prejudice to the initiation or continuation of any of the measures envisaged in the preceding paragraph.

**28.4** Upon receipt of a notice of termination by UNDP under the present Article, the CSO shall take immediate steps to terminate the Activities under this Agreement, in a prompt and orderly manner, so as to minimize losses and further expenditures. The CSO shall undertake no forward commitments and shall return to UNDP, within thirty (30) days, all unspent funds made available to it by UNDP under Article 2.0, and the Equipment financed by UNDP or furnished to it by UNDP pursuant to Article 8.0.

**28.5** In the event of termination by UNDP under this Article 28.0, UNDP shall only reimburse the CSO the costs incurred in connection with the Activities carried out in accordance with the terms and conditions of this Agreement. Such reimbursement, when added to the amounts previously made available to the CSO by UNDP in accordance with Article 2.0 above, shall not exceed the maximum amount of funds referred to in paragraph 2.1 of that Article. **28.6** Following the termination, in the event UNDP decides to transfer the responsibilities of the CSO for the Activities to another entity, the CSO shall cooperate with UNDP and the other entity to ensure the orderly transfer of such responsibilities.

**28.7** Notwithstanding anything in this Agreement to the contrary, UNDP may terminate this Agreement at any time without having to provide any justification therefor upon sixty (60) days' advance written notice to the CSO.

## **29.0 Notices**

**29.1** Any notice, request, document, report, or other communication submitted by either the CSO or UNDP shall be in writing and sent to the other party at the address information set forth in block 7 or block 8 of the Face Sheet, as appropriate.

## **30.0 Survival**

**30.1** The provisions of Article 3.0 (Refund), Article 4.0 (The CSO Personnel), Article 7.0 (Procurement), Article 8.0 (Equipment), Article 9.0 (Copyrights, Patents, and Other Proprietary Rights), Article 10.0 (Reporting), Article 11.0 (Maintenance of Records), Article 12.0 (Confidentiality), Article 14.0 (Indemnity), Article 17.0 (Audit and Investigations), Article 20.0 (Privileges and Immunities), and Article 27.0 (Dispute Settlement) shall survive and remain in full force and effect regardless of the expiry of the Project term or the termination of this Agreement.

## **31.0 Other CSO Representations and Warranties**

**31.1** The CSO represents and warrants that: (a) it is a legal entity validly existing under the laws of the jurisdiction in which it was formed and it has all the necessary powers, authority and legal capacity to: (i) own its assets, (ii) conduct Project activities, and (iii) enter into this Agreement; and (b) this Agreement has been duly executed and delivered by the CSO and is enforceable against it in accordance with its terms.

## **32. Entry into Force, Duration, Extension and Modification of this Agreement**

**32.1** This Agreement shall enter into force on the date of its signature by both the CSO and UNDP, acting through their duly Authorized Representatives identified in blocks 9 and 10 of the Face Sheet, and terminate on the Implementation Period end date indicated in block 4 of the Face Sheet.

**32.2** Should it become evident to the CSO during the implementation of the Activities that an extension beyond the Implementation Period end date set forth in block 4 of the Face Sheet will be necessary to achieve the Deliverables, the CSO shall, without delay, inform UNDP and give full particulars. UNDP shall take such action as, in its sole discretion, it considers appropriate or necessary under the circumstances, including the granting to the CSO of a reasonable extension of time in which to perform its obligations under this Agreement.

**32.3** This Agreement, including its Annexes, may be modified or amended only by written agreement between the Parties.

**32.4** Failure by either Party to exercise any rights available to it, whether under this Agreement 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 Agreement.