



## REQUEST FOR PROPOSAL (RFP) (For Low-Valued Services)

NAME & ADDRESS OF FIRM	DATE: May 20, 2016
	REFERENCE: Harmonization of Information Management for Improved Knowledge and Monitoring of the Global Environment in Georgia (Project ID 00082289)

Dear Sir / Madam:

We kindly request you to submit your Proposal for *Provision of Legal Services for the Development of Legal Framework for Facilitation of Monitoring Implementation of Rio Conventions in Georgia*.

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

Singed and stamped proposals must be submitted in sealed and stamped envelopes. Proposals must be submitted on or before Friday, June 03, 2016 18:00 p.m. via courier mail to the address below:

**United Nations Development Programme**  
**UN House, 9 Eristavi Str.0179, Tbilisi, Georgia**  
**Eka Zedelashvili**

Eka.zedelashvili@undp.org

Your Proposal must be expressed in English (supporting documents available in Georgian can be submitted in Georgian) and valid for a minimum period of 60 Days.

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

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

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

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

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

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

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


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

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,

  
Nino Gvazava  
Project Manager  
5/20/2016

## Description of Requirements

Context of the Requirement	<b><i>Harmonization of Information Management for Improved Knowledge and Monitoring of the Global Environment in Georgia</i></b>
Implementing Partner of UNDP	Ministry of Environment and Natural Resources Protection of Georgia
Brief Description of the Required Services	Within the service legal consultation for the development of legal framework for facilitation of monitoring implementation of Rio Conventions in Georgia is expected <i>(For details please refer to the annex 4 - Terms of Reference)</i>
List and Description of Expected Outputs to be Delivered	<p><b>Output 1.</b> Analysis of Georgia’s environmental legislation and compliance, using the Rio Conventions’ legal analytical framework, the three conventions and the cross-cutting area.</p> <p><b>Output 2.</b> Analysis of the statutes of Ministry of Environment and Natural Resources Protection of Georgia, Legal Entity of Public Law (LEPL) Environmental Information and Education Center and LEPL National Environment Agency and the legislations pertaining to monitoring implementation of Rio Conventions.</p> <p><b>Output 3.</b> Draft legal framework to comply with obligations and monitor implementation of Rio Conventions</p> <p><b>Output 4.</b> Draft legal framework for monitoring climate change, biodiversity and land</p> <p><b>Output 5.</b> Final legal framework for complete incorporation of obligations of the Rio Conventions into the national legislation, introduction and operation of environmental information knowledge management system and monitoring climate change, biodiversity and land</p> <p>The analyses undertaken in the outputs 1 and 2 is to identify the synergies, mutual exclusions, contradictions and gaps within Georgia’s policy and regulatory framework that impact the achievement and monitoring implementation of Rio Conventions’ obligations. In particular, under the output 1 compliance of the national legislation with the obligations of the three Rio Conventions is to be assessed, gaps identified and recommendations for improving the legal base prepared, under the output 2 national normative acts are to be analyzed to assess overlaps and gaps in functions/responsibilities for monitoring implementation of the Rio Conventions and appropriate recommendations for filling out the gaps/harmonization of functions prepared. With the purpose to harmonize the national legislation with and improve monitoring of Rio Conventions package of amendments/laws/by-laws is to be drafted and agreed with the stakeholders before submitting to the Ministry of Environment and Natural Resources</p>

	Protection of Georgia output 3 and output 4. Final package should be prepared after close consultation with stakeholders and peer review-output 5. <i>(For details on exact deliverables please refer to the annex 4 - Terms of Reference)</i>								
Person to Supervise the Work/Performance of the Service Provider	Energy and Environment Team Leader, UNDP Georgia “Harmonization of Information Management for Improved Knowledge and Monitoring of the Global Environment in Georgia” – Project Manager, UNDP Georgia National Project Director - Ministry of Environment and Natural Resources Protection of Georgia (MoENRP)								
Frequency of Reporting	Service provider should submit to the Project Manager quarterly progress reports depicting achieved results and encountered challenges along implementation of the service. At the end of the service final report with conclusions should be submitted. <i>(For details on exact deliverables please refer to the annex 4 - Terms of Reference).</i>								
Location of work	<input checked="" type="checkbox"/> At Contractor’s Location								
Expected duration of work	One year								
Target start date	20.06.2016								
Latest completion date	20.06.2017								
Implementation Schedule indicating breakdown and timing of activities/sub-activities	<input checked="" type="checkbox"/> Required								
Names and curriculum vitae of individuals who will be involved in completing the services	<input checked="" type="checkbox"/> Required								
Currency of Proposal	<input checked="" type="checkbox"/> United States Dollars The payment to local companies will be done in GEL according to UN exchange rate at the date of payment.								
Value Added Tax on Price Proposal	<input checked="" type="checkbox"/> must be exclusive of VAT and other applicable indirect taxes								
Validity Period of Proposals <i>(Counting for the last day of submission of quotes)</i>	<input checked="" type="checkbox"/> 60 days  In exceptional circumstances, UNDP may request the Proposer to extend the validity of the Proposal beyond what has been initially indicated in this RFP. The 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	<table border="1"> <thead> <tr> <th>Outputs</th> <th>Percentage</th> <th>Timing</th> <th>Condition for Payment Release</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Outputs	Percentage	Timing	Condition for Payment Release				
Outputs	Percentage	Timing	Condition for Payment Release						

	Output 1. Analysis of Georgia's environmental legislation and compliance, using the Rio Conventions' legal analytical framework, the three conventions and the cross-cutting area.	35%	Within three months of commencing the service	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; b) MoENRP's written acceptance (i.e., not mere receipt) of the quality of the outputs; and c) Receipt of invoice from the Service Provider.
	Output 2. Analysis of the statutes of Ministry of Environment and Natural Resources Protection of Georgia, Legal Entity of Public Law (LEPL) Environmental Information and Education Center and LEPL National Environment Agency and the legislations pertaining to monitoring implementation of Rio Conventions.			
	Output 3. Draft legal framework to comply with obligations and monitor implementation of Rio Conventions.	35%	Within five months of commencing the service	
	Output 4. Draft legal framework for monitoring climate change, biodiversity and land.	30%	Within the twelve months of commencing the service	
	Output 5. Final legal framework for complete incorporation of obligations of the Rio Conventions into the national legislation, introduction and operation of environmental information knowledge management system and monitoring climate change, biodiversity and land.			

Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment	Energy and Environment Team Leader, UNDP Georgia “Harmonization of Information Management for Improved Knowledge and Monitoring of the Global Environment in Georgia” – Project Manager, UNDP Georgia National Project Director - Ministry of Environment and Natural Resources Protection of Georgia (MoENRP)
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 criteria and cannot be deleted regardless of the nature of services required. Non acceptance of the GTC may be grounds for the rejection of the Proposal.
Criteria for the Assessment of Proposal	<b><u>Technical Proposal (70%)</u></b> <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 30% <input checked="" type="checkbox"/> Management Structure and Qualification of Key Personnel 20%  <b><u>Financial Proposal (30%)</u></b> To be computed as a ratio of the Proposal’s offer to the lowest price among the proposals received by UNDP.
UNDP will award the contract to:	<input checked="" type="checkbox"/> One and only one Service Provider
Annexes to this RFP	<input checked="" type="checkbox"/> 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 <input checked="" type="checkbox"/> Technical Proposal Evaluation Form
Contact Person for Inquiries (Written inquiries only)	<i>Eka Zedelashvili</i> <i>Project Administrative and Finance Assistant</i> <i>Eka.zedelashvili@undp.org</i> 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.

## FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL

*(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery<sup>1</sup>)*

[insert: Location]

[insert: Date]

To: Eka Zedelashvili

Project- "Harmonization of Information Management for Improved Knowledge and Monitoring of the

Global Environment in Georgia"

United Nations Development Programme UN House, 9 Eristavi Str.0179, Tbilisi, Georgia

Dear Sir/Madam:

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

### A. Qualifications of the Service Provider

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

- a) *Profile – describing the nature of business, field of expertise, licenses, certifications, accreditations;*
- b) *Business Licenses – Registration Papers, Tax Payment Certification,*
- c) *Financial Statement – income statement and balance sheet to indicate Its financial stability, liquidity, credit standing, and market reputation, etc. ;*
- d) *Track Record – list of clients for similar services as those required by UNDP, indicating description of contract scope, contract duration, contract value, contact references;*

***The Service Provider must***

- e) *Be the **legal company/firm** based in Tbilisi;*
- f) *Demonstrate **minimum 3 years of experience** in providing consultancy services in the administrative law;*
- g) *Demonstrate **minimum 1 year experience** working with international organizations;*
- h) *Demonstrate yearly turnover for the last year **no less than 100 000 GEL**;*

### 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*

<sup>1</sup> *Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes*

*description of the essential performance characteristics, reporting conditions and quality assurance mechanisms that will be put in place, while demonstrating that the proposed methodology will be appropriate to the local conditions and context of the work.*

**C. Qualifications of Key Personnel**

*The Service Provider must provide:*

a) *Names of the key personnel that will perform the services indicating who is Team Leader, who are supporting, satisfying the following qualifications:*

**Team Leader**  
*With at least 3 year experience in management the similar type consultancy services*

**Legal expert/s**  
*With at least one year experience related to comparative analysis of national legislation with that of EU;*  
*With at least one year experience related to analysis of multilateral agreements;*  
*With at least one year experience related to drafting normative acts;*

**Environmental Expert/s**  
*With at least one year experience related to drafting national environmental legislation;*  
*With at least one year experience related to analysis of one of the Rio Conventions;*

**Economic Expert**  
*With at least one year experience in designing and estimating budgetary requirements for introducing new legal acts;*

b) *CVs demonstrating qualifications must be submitted and*  
c) *Written confirmation from each personnel that they are available for the entire duration of the contract.*

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

	<b>Deliverables</b> <i>[list them as referred to in the RFP]</i>	<b>Percentage of Total Price</b> <i>(Weight for payment)</i>	<b>Price</b> <i>(Lump Sum, All Inclusive)</i>
1	Deliverable 1 (output 1-2)	35%	
2	Deliverable 2 (output 3)	35%	
3	Deliverable 3 (output 4-5)	30%	
	Total	100%	

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

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

<b>Description of Activity</b>	<b>Remuneration per day</b>	<b>Total Period of Engagement</b>	<b>No. of Personnel</b>	<b>Total Rate</b>
<b>I. Personnel Services</b>				
1. team leader				
2. legal expert/s				
3. environmental expert/s				
4. economic expert				
5. other team member				



<b>II. Out of Pocket Expenses</b>				
1. Communications				
2. Reproduction				
3. Others				
<b>III. Other Related Costs</b>				

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

## ***General Terms and Conditions for Services***

### **1.0 LEGAL STATUS:**

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

### **2.0 SOURCE OF INSTRUCTIONS:**

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

### **3.0 CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES:**

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

### **4.0 ASSIGNMENT:**

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

### **5.0 SUB-CONTRACTING:**

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

### **6.0 OFFICIALS NOT TO BENEFIT:**

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

### **7.0 INDEMNIFICATION:**

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

material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.

#### **8.0 INSURANCE AND LIABILITIES TO THIRD PARTIES:**

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

#### **9.0 ENCUMBRANCES/LIENS:**

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

#### **10.0 TITLE TO EQUIPMENT:**

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

#### **11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:**

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

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

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

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

**13.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:**

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

- 13.1** The recipient (“Recipient”) of such information shall:
- 13.1.1** use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser’s Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate; and,
  - 13.1.2** use the Discloser’s Information solely for the purpose for which it was disclosed.
- 13.2** Provided that the Recipient has a written agreement with the following persons or entities requiring them to treat the Information confidential in accordance with the Contract and this Article 13, the Recipient may disclose Information to:
- 13.2.1** any other party with the Discloser’s prior written consent; and,
  - 13.2.2** the Recipient’s employees, officials, representatives and agents who have a need to know such Information for purposes of performing obligations under the Contract, and employees officials, representatives and agents of any legal entity that it controls controls it, or with which it is under common control, who have a need to know such Information for purposes of performing obligations under the Contract, provided that, for these purposes a controlled legal entity means:
    - 13.2.2.1** a corporate entity in which the Party owns or otherwise controls, whether directly or indirectly, over fifty percent (50%) of voting shares thereof; or,
    - 13.2.2.2** any entity over which the Party exercises effective managerial control; or,

**13.2.2.3** for the UNDP, an affiliated Fund such as UNCDF, UNIFEM and UNV.

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

#### **14.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS**

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

#### **15.0 TERMINATION**

- 15.1** Either party may terminate this Contract for cause, in whole or in part, upon thirty (30) days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16.2 ("Arbitration"), below, shall not be deemed a termination of this Contract.

- 15.2** UNDP reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case UNDP shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.
- 15.3** In the event of any termination by UNDP under this Article, no payment shall be due from UNDP to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract.
- 15.4** Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, the UNDP may, without prejudice to any other right or remedy it may have under the terms of these conditions, terminate this Contract forthwith. The Contractor shall immediately inform the UNDP of the occurrence of any of the above events.

## **16.0 SETTLEMENT OF DISPUTES**

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

## **17.0 PRIVILEGES AND IMMUNITIES:**

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

## **18.0 TAX EXEMPTION**

- 18.1** Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, inter-alia that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event

any governmental authority refuses to recognize the United Nations exemption from such taxes, duties or charges, the Contractor shall immediately consult with the UNDP to determine a mutually acceptable procedure.

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

**19.0 CHILD LABOUR**

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

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

**20.0 MINES:**

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

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

**21.0 OBSERVANCE OF THE LAW:**

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

**22.0 SEXUAL EXPLOITATION:**

- 22.1** The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all appropriate measures to prohibit its employees or other persons engaged by it from, exchanging any money, goods, services, offers of employment or other things of value, for sexual favors or activities, or from engaging in any sexual activities that are exploitive or degrading to any person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle UNDP to terminate the Contract immediately upon

notice to the Contractor, without any liability for termination charges or any other liability of any kind.

**22.2** The UNDP shall not apply the foregoing standard relating to age in any case in which the Contractor's personnel or any other person who may be engaged by the Contractor to perform any services under the Contract is married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such Contractor's personnel or such other person who may be engaged by the Contractor to perform any services under the Contract.

**23.0 AUTHORITY TO MODIFY:**

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



## Terms of Reference (TOR)

### Policy/Legal Service for the Development of Legal Framework for Facilitation of Monitoring Implementation of Rio Conventions in Georgia

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**Project Title** - Harmonization of information management for improved knowledge and monitoring of the global environment in Georgia

#### **Project Description**

Georgia is fully committed to meet its obligations under the Multilateral Environmental Agreements (MEAs) and the proposed project is intended to facilitate an important step towards developing the capacities in Georgia for an effective national environmental management framework.

The **goal** of the project is to make the best practices and innovative approaches available and accessible for implementation through national development policies and programmes for meeting and sustaining the Rio Conventions – UN Framework Convention on Climate Change, UN Convention to Combat Desertification and UN Convention on Biological Diversity. The project's **objective** is to develop individual and organizational capacities in the Ministry of Environment and Natural Resources Protection (MENRP), in particular at the Environmental Information and Education Centre (EIEC) for improved monitoring of environmental impacts and trends for elaboration of collaborative environmental management.

The project is strategic in that it responds to a targeted set of underlying barriers to environmental management towards the goal of meeting and sustaining global environmental outcomes. Specifically, the project intends to:

- Catalyze cooperation and coordination that has previously been limited by narrow institutional mandates and obsolete methods of analysis and decision-making.
- Facilitate new partnerships between policy and decision-makers across environmental focal areas and socio-economic sectors while actively engaging other key non-governmental stakeholders.
- Improve environmental governance and stewardship by developing improved environmental legislative tools.
- Develop the technical capacities of government and other stakeholders to work collaboratively and in a coordinated way within the environmental context, on how to structure and implement policy interventions that better respond to Rio Convention obligations.

Accordingly, the project's objective will be achieved through the following two main components:

**Component 1: Development of coordinated information management and monitoring system.** The access and use of information and knowledge through improved decision-support mechanism - an environmental information and knowledge management system.

**Component 2: Enhancing Capacities for evidence-based policy making and management.** Under this component, the project will help by creating and enhancing capacities for management and implementation of convention guidelines.

At the end of the project, an integrated coordinated information management system is to be developed that would help institutionalize commitments under the Rio Conventions and respond to national needs for improved capacities of analyzing environmental trends by ensuring an improved flow of knowledge and information and enhanced participation by various stakeholders in data collection, analysis and sharing. The project will also strengthen Georgia's efforts to mainstream global environmental priorities by engaging larger numbers of existing and potential stakeholders and strengthen their capacities in environmental management and monitoring.

Successful and complete achievement of the project objective is strongly related to the establishment of appropriate legal base for development of coordinated information management and monitoring system. To that end elaboration of an improved legal framework through analyzing Georgia's policy and regulatory framework that impact the achievement and monitoring implementation of Rio Conventions' obligations and development of corresponding amendments to legal acts to fill in the identified gaps as well as preparation of normative acts to clarify roles and responsibilities of the institutions responsible for the monitoring of the specific environmental elements and for smooth operation of environmental information and knowledge management system is crucial.

Accordingly, overall objective of the legal consultancy to be provided under the service is to develop legal framework for facilitation of monitoring implementation of Rio Conventions in Georgia.

The project is supported by the Global Environmental Facility (GEF) and implemented jointly by UNDP Georgia and the Ministry of Environment and Natural Resources of Georgia.

### ***Scope of Services, Expected Outputs and Target Completion***

The purpose of this assignment is to develop legal framework for facilitation of monitoring implementation of Rio Conventions in Georgia. The main tasks are to be carried out by an entity with policy and legal expertise as follows:

Under the service the following major tasks are to be undertaken:

- Task 1. Conduct study on the extent to which the national legislation complies with the obligations of the three Rio Conventions, identify gaps and develop corresponding recommendations;
- Task 2. Conduct analysis of national normative acts to assess overlaps and gaps in functions/responsibilities for monitoring and managing information related to implementation of the Rio Conventions and develop appropriate recommendations for filling out the gaps/harmonization of functions;
- Task 3. Organize stakeholder discussions including with thematic technical committees of the project to ensure peer review process and validation of final output by stakeholders under the task 1 and task 2;
- Task 4. Prepare package of amendments for complete incorporation of obligations of the Rio Conventions into the national legislation;
- Task 5. Identify possible legal modality of introduction and operation of environmental information knowledge management system and develop corresponding normative act / amendments in close cooperation with major stakeholders (MENRP, LEPL EIEC, LEPL National Environment Agency-NEA);
- Task 6. Identify need for introduction/amendment of legal base for monitoring climate change, biodiversity and land and prepare applicable normative acts/amendments;

Task 7. Organize stakeholder discussions including with thematic technical committees of the project to ensure peer review process and validation of final output by stakeholders under the task 4, task 5 and task 6;

Task 8. Finalize the legal framework drafted under the task 4, task 5 and task 6 by addressing proposed comments/suggestions of stakeholders for the submission to the MENRP.

Corresponding deliverables and timeframe

#	Deliverable	Expected Submission Date
1	<p><b>Output 1.</b> Study with recommendation on compliance of the national legislation with the obligations of the three Rio Conventions</p> <p><b>Output 2.</b> Analysis with recommendation on overlaps and gaps in functions/responsibilities for monitoring and managing information related to implementation of the Rio Conventions</p> <p><u>Including</u> Discussion minutes on the study of compliance of the national legislation with the obligations of the three Rio Conventions and analysis on overlaps and gaps in functions/responsibilities for monitoring and managing information related to implementation of the Rio Conventions</p>	Within the two months of commencing the service
2	<p><b>Output 3.</b> Draft package of amendments for complete incorporation of obligations of the Rio Conventions into the national legislation</p> <p>Draft normative act /amendments on introduction and operation of environmental information knowledge management system</p> <p><u>Including</u> Discussion (peer review/validation summary) minutes on draft package of amendments for complete incorporation of obligations of the Rio Conventions and Draft normative act /amendments on introduction and operation of environmental information knowledge management system</p>	Within the five months of commencing the service
3	<p><b>Output 4.</b> Draft normative act/acts/amendments on rules/procedures on monitoring climate change, biodiversity and land</p>	Within the twelve month of commencing the service

	<p><u>Including</u></p> <p>Discussion minutes (peer review/validation summary) on draft normative act/acts/amendments on rules/procedures on monitoring climate change, biodiversity and land</p> <p><b>Output 5.</b></p> <p>Final legal framework for complete incorporation of obligations of the Rio Conventions into the national legislation, introduction and operation of environmental information knowledge management system and monitoring climate change, biodiversity and land</p> <p><u>Including</u></p> <p>Final report</p>	
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The Service provider is to review and consider the following reports/analysis developed within the project:

- In-depth analysis of data needed for the monitoring and reporting the implementation of the Rio Conventions;
- Analysis on institutions involved in implementing the Rio Conventions;
- Assessment on capacities for the fulfilment of monitoring and reporting obligations under the Rio Conventions;
- Assessment of the relevant national agencies on their roles on environmental information management and monitoring;
- Assessment on national needs for monitoring biodiversity, climate change and land related impacts and trends;
- Concept document on environmental information/knowledge management system.

The documents will be provided at the time of engagement.

### ***Institutional Arrangement***

The service provider is accountable to the Project Manager by providing quarterly progress reports on the activities conducted. The fulfilment of the tasks under the service requires close cooperation with MENRP, EIEC, NEA, Rio Conventions' focal points (FP) National Project Director, line ministries and other relevant consultants/experts.

### ***Duration of the Work***

The total length of the service is to be one year with latest starting date of 20 June, 2016. Full completion of the service is expected in 20 June, 2017.

The deliverables will be considered acceptable after clearance and acceptance by the PM, NPD and UNDP CO.

### ***Location of Work***

The location of the service is Tbilisi with no envisaged travels to regions.

### **Qualifications of the Successful Service Provider**

The successful service provider should:

Be Legal Entity - legal firm/company/ based in Tbilisi;  
Demonstrate minimum 3 years of experience in providing consultancy services in the administrative law;  
Demonstrate minimum 1 year experience working with international organizations;  
Demonstrate yearly turnover for the last year no less than 100 000 GEL;

The successful service provider should ensure fulfilment of the service with the team of legal environmental and economic experts (team of minimum 3 experts) and a team leader satisfying the following requirements:

#### **Team Leader**

With at least 3 year experience in management the similar type consultancy services

#### **Legal expert/s**

With at least one year experience related to comparative analysis of national legislation with that of EU; With at least one year experience related to analysis of multilateral agreements;  
With at least one year experience related to drafting normative acts;

#### **Environmental Expert/s**

With at least one year experience related to drafting national environmental legislation;  
With at least one year experience related to analysis of one of the Rio Conventions;

#### **Economic Expert**

With at least one year experience in designing and estimating budgetary requirements for introducing new legal acts;

### **Scope of Proposal Price and Schedule of Payments**

*The computation of the contract price should be based on components related to fulfilment of the activities defined under the section - **Scope of Services, Expected Outputs and Target Completion**.*

*The payments will be made in three tranches after recognition of deliverables identified under the section - **Scope of Services, Expected Outputs and Target Completion** -acceptable by PM, NPD and UNDP CO.*

**The percentage of each tranche is bound with provision of deliverables as given in the below table**

<b>Tranche</b>	<b>Percentage of the contract price</b>	<b>Deliverable</b>
<i>1 instalment</i>	<i>35 %</i>	<i>After acceptance of deliverable 1</i>
<i>2 instalment</i>	<i>35 %</i>	<i>After acceptance of deliverable 2</i>
<i>3 instalment</i>	<i>30%</i>	<i>After acceptance of deliverable 3</i>

**Recommended Presentation of Proposal**

The proposal to be submitted should contain the following information:

- Copies of the official documents/certificates/CVs proving the qualification requirements;
- Methodology to be applied for the provision of the service;
- Budget indicating total contract price and break down of expenses into the categories for covering the costs related to fulfilling the activities.

**Criteria for Selecting the Best Offer**

The selection process will be based on the combined scoring method - where the qualifications – expertise of the firm and management structure and qualification of key personnel (40%) and methodology (30%) will be weighted a maximum of 70%, and combined with the price offer which will be weighted a maximum of 30%.

Expertise of the firm, management structure and qualification of key personnel	40%
Methodology	30%
Price offer	30%

## Technical Proposal Evaluation Form

Technical Proposal	70%	Points obtainable
Expertise of the Firm		
Legal company/firm based in Tbilisi ( <b>minimum requirement</b> ) – 25 points	2,5%	25
<b>Minimum</b> 3 year experience in providing consultancy services in the administrative law – 25 points	2,5%	25
<b>Minimum</b> 1 year experience working with international organizations – 25 points	2,5%	25
Yearly turnover for the last year no less than <b>100 000 GEL</b> – 25 points	2,5%	25
<b>Total:</b>	<b>10%</b>	<b>100</b>
Methodology, Its Appropriateness to the Condition and Timeliness of the Implementation Plan		
<b>Does the Offeror fully understand the task?/Is the scope of task well defined and does it correspond to the TOR?</b>		
Full Understanding – 100 points		100
Fair Understanding (minimum requirement) - 60 points	10%	
<b>Appropriateness of the methodology to the Condition</b>		
Well defined, systematic methodology fully adequate for the implementation of tasks - 100 points		100
Fairly defined methodology (minimum requirement) - 60 points	10%	
<b>Timeliness of the implementation plan</b>		
Completely appropriate – 100 points		100
Fairly appropriate (minimum requirement) – 60 points	10%	
<b>Total:</b>	<b>30%</b>	<b>300</b>
Qualification of Key Personnel		
<b>Team Leader</b>	5%	
3 year experience in management the similar type consultancy services (minimum requirement) - 30 points		
More than 3 years - 50 points		50
<b>Legal expert</b>	15%	
one year experience related to comparative analysis of national legislation with that of EU (minimum requirement) - 30 points		
More than one year-50 point		50
One year experience related to analysis of multilateral agreements (minimum requirement) - 30 points		
More than one year- 50 points		50
One year experience related to drafting normative acts (minimum requirement) - 30 points		
More than one year - 50 points		50
<b>Environmental Expert</b>	5%	
One year experience related to drafting national environmental legislation (minimum requirement) - 30 points		
More than one year- 50 points		50

One year experience related to analysis of one of the Rio Conventions (minimum requirement) - 30 points		
<b>Economic Expert</b>	5%	
One year experience in designing and estimating budgetary requirements for introducing new legal acts (minimum requirement) - 30 points		
More than one year - 50 points		50
<b>Total:</b>	<b>30%</b>	<b>300</b>
<b>Maximum Total Technical</b>	<b>70%</b>	<b>700</b>
<b>Financial Proposal</b>		
Budget Proposals (To be computed as a ratio of the Proposal's Offer to the lowest price among the proposals received by UNDP)	30%	300
<b>Maximum Total Financial</b>	<b>30%</b>	<b>300</b>
<b>Total</b>	<b>100%</b>	<b>1000</b>