



Montenegro

**Request for Proposal (RFP 002/08)**

Date: 5<sup>th</sup> March 2008

**Subject: Democratic Governance Indicators in Montenegro**

Dear Sir/Madam,

UNDP invites locally registered companies to submit a proposal for the development and analyses of Democratic Governance Indicators in Montenegro, as per enclosed Terms of Reference (TOR).

2. To enable you to submit a proposal, enclosed are:
  - i. Instructions to Offerors ..... (Annex I)
  - ii. General Conditions of Contract.....(Annex II)
  - iii. Terms of Reference (TOR).....(Annex III)
  - iv. Proposal Submission Form .....(Annex IV)
  - v. Price Schedule .....(Annex V)
3. Your offer comprising of technical proposal and financial proposal, in separate sealed envelopes, should reach the following address no later than **26<sup>th</sup> of March 2008 at 16:00 hours CET**:

**UNDP Country Office Montenegro**  
**Beogradska 24b,**  
**81000 Podgorica, Montenegro**  
**Montenegro**  
**Ref.No**  
**"NOT TO BE OPENED BY REGISTRY"**

**Fax: +382 81 231 644**  
**E-mail: [procurement.me@undp.org](mailto:procurement.me@undp.org)**

4. If you request additional information, we would endeavour to provide information expeditiously, but any delay in providing such information will not be considered a reason for extending the submission date of your proposal.
5. You are requested to acknowledge receipt of this letter and to indicate whether or not you intend to submit a proposal.

Yours sincerely,

**Garret Tankosic - Kelly,**  
UNDP Resident Representative a.i./  
UN Interagency Focal Point in Montenegro

## Annex I

### Instructions to Offerors

#### A. Introduction

The purpose of this tender is the development and analysed of the Democratic Governance Indicators in Montenegro.

2. Cost of proposal

The Offeror shall bear all costs associated with the preparation and submission of the Proposal, the UNDP will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the solicitation.

#### B. Solicitation Documents

3. Contents of solicitation documents

Proposals must offer services for the total requirement. Proposals offering only part of the requirement will be rejected. The Offeror is expected to examine all corresponding instructions, forms, terms and specifications contained in the Solicitation Documents. Failure to comply with these documents will be at the Offeror's risk and may affect the evaluation of the Proposal.

4. Clarification of solicitation documents

A prospective Offeror requiring any clarification of the Solicitation Documents may notify the procuring UNDP entity in writing at the organisation's e-mail address or fax number indicated in the RFP. The procuring UNDP entity will respond **in writing by posting on the UNDP web site** [www.undp.org.yu/montenegro/files/tenders](http://www.undp.org.yu/montenegro/files/tenders) to any request for clarification of the Solicitation Documents that it receives earlier than **four days** prior to the deadline for the submission of Proposals.

5. Amendments of solicitation documents

At any time prior to the deadline for submission of Proposals, the procuring UNDP entity may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Offeror, modify the Solicitation Documents by amendment and post it on the above mentioned UNDP web site. All prospective Offerors are encouraged to visit the UNDP web site regularly.

In order to afford prospective Offerors reasonable time in which to take the amendments into account in preparing their offers, the procuring UNDP entity may, at its discretion, extend the deadline for the submission of Proposals.

#### C. Preparation of Proposals

6. Language of the proposal

The Proposals prepared by the Offeror and all correspondence and documents relating to the Proposal exchanged by the Offeror and the procuring UNDP entity shall be written in the English language. Any printed literature furnished by the Offeror may be written in another language so long as accompanied by an English translation of its pertinent passages in which case, for purposes of interpretation of the Proposal, the English translation shall govern.

7. Documents comprising the proposal

The Proposal shall comprise the following components:

- (a) Proposal submission form;
- (b) Operational and technical part of the Proposal, including documentation to demonstrate that the Offeror meets all requirements;
- (c) Price schedule, completed in accordance with clauses 8 and 9;

**8. Proposal form**

The Offeror shall structure the operational and technical part of its Proposal as follows:

(a) Management plan

This section should provide corporate orientation to include the year and state/country of incorporation and a brief description of the Offeror's present activities. It should focus on services related to the Proposal.

This section should also describe the organisational unit(s) that will become responsible for the contract, and the general management approach towards a project of this kind. The Offeror should comment on its experience in similar projects and identify the person(s) representing the Offeror in any future dealing with the procuring UNDP entity.

(b) Resource plan

This should fully explain the Offeror's resources in terms of personnel (with CVs included) and facilities necessary for the performance of this requirement. It should describe the Offeror's current capabilities/facilities and any plans for their expansion.

(c) Proposed methodology

This section should demonstrate the Offeror's responsiveness to the specification by identifying the specific components proposed, addressing the requirements, as specified, point by point; providing a detailed description of the essential performance characteristics proposed warranty; and demonstrating how the proposed methodology meets or exceeds the specifications.

The operational and technical part of the Proposal should not contain any pricing information whatsoever on the services offered. Pricing information shall be separated and only contained in the appropriate Price Schedules.

It is mandatory that the Offeror's Proposal numbering system corresponds with the numbering system used in the body of this RFP. All references to descriptive material and brochures should be included in the appropriate response paragraph, though material/documents themselves may be provided as annexes to the Proposal/response.

Information which the Offeror considers proprietary, if any, should be clearly marked "proprietary" next to the relevant part of the text and it will then be treated as such accordingly.

**9. Proposal prices**

The Offeror shall indicate on an appropriate Price Schedule, an example of which is contained in these Solicitation Documents, the prices of services and goods it proposes to supply under the contract.

**10. Proposal currencies**

All prices shall be quoted in Euros for domestic or in US dollars for international companies.

**11. Period of validity of proposals**

Proposals shall remain valid for sixty (60) days after the date of Proposal submission prescribed by the procuring UNDP entity, pursuant to the deadline clause. A Proposal valid for a shorter period may be rejected by the procuring UNDP entity on the grounds that it is non-responsive.

In exceptional circumstances, the procuring UNDP entity may solicit the Offeror's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. An Offeror granting the request will not be required nor permitted to modify its Proposal.

**12. Format and signing of proposals**

The Offeror shall prepare three copies of the Proposal, clearly marking one "Original Proposal" and (two) "Copy of Proposal" as appropriate. In the event of any discrepancy between them, the original shall govern. The three copies of the Proposal shall be typed or written in indelible ink and shall be signed by the Offeror or a person or persons duly authorised to bind the Offeror to the contract. The latter authorisation shall be indicated by written power-of-attorney accompanying the Proposal.

A Proposal shall contain no interlineations, erasures, or overwriting except, as necessary to correct errors made by the Offeror, in which case such corrections shall be initialled by the person or persons signing the Proposal.

**13. Payment**

UNDP shall effect payments to the Contractor after acceptance by UNDP of the invoices submitted by the contractor, upon achievement of the corresponding milestones.

**D. Submission of Proposals**

**14. Sealing and marking of proposals**

The Offeror shall seal the Proposal in one outer and two inner envelopes, as detailed below.

(a) The outer envelope shall be:

- addressed to –

**UNDP Country Office Montenegro  
Beogradska 24b,  
81000 Podgorica,  
Montenegro**

and,

- marked with –

**"RFP 002/08: Democratic Governance Indicators in Montenegro"**

(b) All inner and outer envelopes shall indicate the name and address of the Offeror. The first inner envelope shall contain the information specified in Clause 8 (*Proposal form*) above, with the copies duly marked "Original" and "Copy". The second inner envelope shall include the price schedule duly identified as such.

Note: if the inner envelopes are not sealed and marked as per the instructions in this clause, the procuring UNDP entity will not assume responsibility for the Proposal's misplacement or premature opening.

**15. Deadline for submission of proposals**

- 16.** Proposals must be received by the procuring UNDP entity at the address specified under clause *Sealing and marking of Proposals* no later than **26<sup>th</sup> of March 2008 at 16:00 hours CET**:

The procuring UNDP entity may, at its own discretion extend this deadline for the submission of Proposals by amending the solicitation documents in accordance with clause *Amendments of Solicitation Documents*, in which case all rights and obligations of the procuring UNDP entity and Offerors previously subject to the deadline will thereafter be subject to the deadline as extended.

**17.** Late Proposals

Any Proposal received by the procuring UNDP entity after the deadline for submission of proposals, pursuant to clause *Deadline for the submission of proposals*, will be rejected.

**18.** Modification and withdrawal of Proposals

The Offeror may withdraw its Proposal after the Proposal's submission, provided that written notice of the withdrawal is received by the procuring UNDP entity prior to the deadline prescribed for submission of Proposals.

The Offeror's withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of clause *Deadline for Submission of Proposals*. The withdrawal notice may also be sent by telex or fax but followed by a signed confirmation copy.

No Proposal may be modified subsequent to the deadline for submission of proposals.

No Proposal may be withdrawn in the Interval between the deadline for submission of proposals and the expiration of the period of proposal validity specified by the Offeror on the Proposal Submission Form.

**E. Opening and Evaluation of Proposals**

**19.** Opening of proposals

The procuring entity will open the Proposals in the presence of a Committee formed by the Head of UNDP Liaison office in Montenegro.

**20.** Clarification of proposals

To assist in the examination, evaluation and comparison of Proposals, the Purchaser may at its discretion, ask the Offeror for clarification of its Proposal. The request for clarification and the response shall be in writing and no change in price or substance of the Proposal shall be sought, offered or permitted.

**21.** Preliminary examination

The Purchaser will examine the Proposals to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the Proposals are generally in order.

Arithmetical errors will be rectified on the following basis: If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the Offeror does not accept the correction of errors, its Proposal will be rejected. If there is a discrepancy between words and figures the amount in words will prevail.

Prior to the detailed evaluation, the Purchaser will determine the substantial responsiveness of each Proposal to the Request for Proposals (RFP). For purposes of these Clauses, a substantially responsive Proposal is one which conforms to all the terms and conditions of the RFP without material deviations. The Purchaser's determination of a Proposal's responsiveness is based on the contents of the Proposal itself without recourse to extrinsic evidence.

A Proposal determined as not substantially responsive will be rejected by the Purchaser and may not subsequently be made responsive by the Offeror by correction of the non-conformity.

## 22. Evaluation and comparison of proposals

A two-stage procedure is utilised in evaluating the proposals, with evaluation of the technical proposal being completed prior to any price proposal being opened and compared. The price proposal of the Proposals will be opened only for submissions that passed the minimum technical score of 70% of the obtainable score of 1000 points in the evaluation of the technical proposals.

The technical proposal is evaluated on the basis of its responsiveness to the Term of Reference (TOR).

In the Second Stage all contractors, who have attained minimum 70% score in the technical evaluation will be compared and the weights will be applied to both technical and financial proposals in the 60:40 (respectively) proportion. The contract will be awarded to the contractor with total highest score

### **Technical Evaluation Criteria**

Summary of Technical Proposal Evaluation Forms		Score Weight	Points Obtainable	Company / Other Entity				
				A	B	C	D	E
<b>1.</b>	<b>Expertise of Firm / Organisation submitting Proposal</b>	30%	300					
<b>2.</b>	<b>Proposed Work Plan and Approach</b>	50%	500					
<b>3.</b>	<b>Personnel</b>	20%	200					
	<b>Total</b>		<b>1000</b>					

Evaluation forms for technical proposals follow on the next two pages. The obtainable number of points specified for each evaluation criterion indicates the relative significance or weight of the item in the overall evaluation process. The Technical Proposal Evaluation Forms are:

**Form 1: Expertise of Firm / Organisation Submitting Proposal**

**Form 2: Proposed Work Plan and Approach**

**Form 3: Personnel**

Note: The score weights and points obtainable in the evaluation sheet are tentative and should be changed depending on the need or major attributes of technical proposal.

<b>Technical Proposal Evaluation Form 1</b>		Points obtainable	Company / Other Entity				
			A	B	C	D	E
<b>Expertise of firm / organisation submitting proposal</b>							
1.1	Reputation of Organisation and Staff (Competence / Reliability)	100					
1.2	General Organisational Capability which is likely to affect implementation (i.e. loose consortium, holding company or one firm, size of the firm / organisation, strength of project management support e.g. project financing capacity and project management controls)	100					
1.3	Relevance of: - Specialised Knowledge - Experience on Similar Programme / Projects - Experience on Projects in the Country Work for UNDP/ major multilateral/ or bilateral programmes	100					
		<b>300</b>					

<b>Technical Proposal Evaluation Form 2</b>		Points Obtainable	Company / Other Entity				
			A	B	C	D	E
<b>Proposed Work Plan and Approach</b>							
2.1.	To what extent does the Offeror understand the task?	100					
2.2	Have the important aspects of the task been addressed in sufficient detail?	80					
2.2	Is the conceptual framework adopted appropriate for the task?	150					
2.3	Is the scope of task well defined and does it correspond to the ToR?	100					
2.4	Is the presentation clear and is the sequence of activities and the planning logical, realistic and promise efficient implementation to the project?	70					
		<b>500</b>					

<b>Technical Proposal Evaluation Form 3</b>		Points Obtainable	Company / Other Entity				
			A	B	C	D	E
<b>Personel</b>							
3.1	<b>Senior Expert/s</b>	<b>150</b>					
	Experience	120					
	-Relevant experience in the country	40					
	-Experience and expertise in sampling and research methods	40					
	-Experience in conducting political and quality of governance researches	40					
	Language qualifications	<b>30</b>					

3.2	<b>Junior expert/s</b>		<b>50</b>					
	Experience							
	-Relevant experience in the country	15						
	-Experience and expertise in sampling and research methods	15						
	-Experience in conducting political and quality of governance researches	20						
	Language qualifications		10					
			<b>200</b>					

#### F. Award of Contract

##### 23. Award criteria, award of contract

The procuring UNDP entity reserves the right to accept or reject any Proposal, and to annul the solicitation process and reject all Proposals at any time prior to award of contract, without thereby incurring any liability to the affected Offeror or any obligation to inform the affected Offeror or Offerors of the grounds for the Purchaser's action

Prior to expiration of the period of proposal validity, the procuring UNDP entity will award the contract to the qualified Offeror whose Proposal after being evaluated is considered to be the most responsive to the needs of the organisation and activity concerned.

##### 24. Purchaser's right to vary requirements at time of award

The Purchaser reserves the right at the time of award of contract to vary the quantity of services and goods specified in the RFP without any change in price or other terms and conditions.

##### 25. Signing of the contract

Within 3 days of receipt of the contract the successful Offeror shall sign and date the contract and return it to the Purchaser.

## Annex II

### General Conditions of Contract

#### 1. LEGAL STATUS

The Contractor shall be considered as having the legal status of an independent contractor vis-à-vis 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. 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 which may adversely affect UNDP or the United Nations and shall fulfil its commitments with the fullest regard to the interests of UNDP.

#### 3. 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. 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. 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 with the provisions of this Contract.

#### 6. 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. 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. 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 its 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:
  - (i) Name UNDP as additional insured;
  - (ii) Include a waiver of subrogation of the Contractor's rights to the insurance carrier against UNDP;
  - (iii) Provide that 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 UNDP with satisfactory evidence of the insurance required under this Article.

## **9. 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 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. 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. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS**

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, or documents and other materials which bear a direct relation to or are produced or prepared or collected in consequence of or in the course of the



execution of this Contract. At the UNDP's request, the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring them to UNDP in compliance with the requirements of the applicable law.

## **12. 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 the United Nations in connection with its business or otherwise.

## **13. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION**

13.1 All maps, drawings, photographs, mosaics, plans, reports, recommendations, estimates, documents and all other data compiled by or received by the Contractor under this Contract shall be the property of UNDP, shall be treated as confidential and shall be delivered only to UNDP authorized officials on completion of work under this Contract.

13.2 The Contractor may not communicate at any time to any other person, Government or authority external to UNDP, any information known to it by reason of its association with UNDP which has not been made public except with the authorization of UNDP; nor shall the Contractor at any time use such information to private advantage. These obligations do not lapse upon termination of this Contract.

## **14. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS**

14.1 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 which are beyond the control of the Parties.

14.2 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 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 UNDP of any other changes in conditions or the occurrence of any event which interferes or threatens to interfere with its performance of this Contract. The notice shall include steps proposed by the Contractor to be taken including any reasonable alternative means for performance that is not prevented by force majeure. On receipt of the notice required under this Article, 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.

14.3 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, 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.

## **15. TERMINATION**

15.1 Either party may terminate this Contract for cause, in whole or in part, upon thirty days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16 "Settlement of Disputes" 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. The Contractor shall take immediate steps to terminate the work and services in a prompt and orderly manner and to minimize losses and further expenditures.

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, UNDP may, without prejudice to any other right or remedy it may have, terminate this Contract forthwith. The Contractor shall immediately inform UNDP of the occurrence of any of the above events.

## **16. 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, or relating to 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**

Unless, any such dispute, controversy or claim between the Parties arising out of or relating to this Contract or the breach, termination or invalidity thereof is settled amicably under the preceding paragraph of this Article within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, such dispute, controversy or claim shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining, including its provisions on applicable law. The arbitral tribunal shall have no authority to award punitive damages. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

## **17. 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. 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 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 UNDP before the payment thereof and 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 UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

## **19 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. 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. 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. AUTHORITY TO MODIFY**

No modification or change in this Contract, no waiver of any of its provisions or any additional contractual relationship of any kind with the Contractor shall be valid and enforceable against UNDP unless provided by an amendment to this Contract signed by the authorized official of UNDP.

## TERMS OF REFERENCE (TOR) for Research Agency

### I. Background information:

Constant assessment and measurement of existence and implementation of programmes, legislation and policies that promote democratic governance and achievement of Millennium Development Goals is one of the key challenges for Montenegro in its road to building liberal democracy in accordance with EU standards<sup>1</sup>.

While various assessment studies and reports produced by different national and international organisations are rich source of information for a range of analysis, they do not necessarily point to particular institutions as the cause of governance challenges, nor does it help identify appropriate operational solutions and performance improvement processes. Furthermore, those reports often lack national ownership and engagement in the assessment process, hardly ever include the necessary disaggregating to capture the impact, experiences and perceptions of marginalized groups in society and do not address the capacity deficits that exist to ensure an effective monitoring system.

Recognizing this, the Capacity Development Programme (CDP) with financial support from UNDP and in partnership with national institutions has recently commenced operations to develop and analyse a set of indicators regarding democratic governance in Montenegro spotlighting four core areas: democracy, the rule of law, human rights and protection of minorities. At a global level these indicators are seen as central to monitoring the achievement of the Millennium Development Goals (MDGs), but given the country context they may well serve as valuable tool to monitor Montenegro's progress towards fulfilment of EU accession criteria.

The specific feature of the planned research lies in the fact that indicators will be selected through participatory process, data source will be acceptable to all key stakeholders and an independent agency will be engaged to conduct the research and data collection. The findings of the research shall be widely discussed and consulted at national level seminars.

### II. Research objectives and methodology:

The research is part of larger project, which primary objective is to help advance public discussions, knowledge and understanding of Montenegrin citizens regarding MDGs and EU integration, determine priority steps for achievement of these goals and monitor progress of implementation. In this context the research will provide nationally owned methodology and set of indicators in relation to four particular areas: *democracy, the rule of law, human rights and protection of minorities*. These areas are essential to providing the 'enabling environment' for the realization of the MDGs and also constitute the backbone of EU (Copenhagen) political criteria.

It is anticipated that prior to submitting an Application the research agency will study and compare methodologies used by different organizations such as UNDP<sup>2</sup>, World Bank, and in particular the European Union. In this context, special reference should be made to New European Barometer surveys; Deliberative polling methodology; Everyday Democracy Index; Oxford Poverty and Human Development Initiative etc. Afterwards the agency should suggest the most appropriate research method, with the following general characteristics:

1. Research method should utilize participation and public support as the most practical in defining the reality of the situation.

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<sup>1</sup> More on EU approach on good Governance: "White paper on Governance"1 COM (2001) 428 final; 25.07.2001. Also: Communication on Governance and Development, 2003, online: [http://ec.europa.eu/development/ICenter/Pdf/com2003\\_0615en01.pdf](http://ec.europa.eu/development/ICenter/Pdf/com2003_0615en01.pdf)

<sup>2</sup> Governance Indicators: A Users' Guide, [http://www.undp.org/oslocentre/docs07/undp\\_users\\_guide\\_online\\_version.pdf](http://www.undp.org/oslocentre/docs07/undp_users_guide_online_version.pdf)

2. Research criteria should derive from democratic principles and assessment carried out with participation of state institutions and civil society.
3. Research method should provide flexibility, with clear opportunity to define indicators, which reflect national characteristics of Montenegro.

The following should be specific and important features of the methodology:

- The primary objective of the research should be to help advance public discussions, knowledge and understanding of people, determine priority steps for achievement of MDGs and European standards and monitor progress of implementation
- Criteria for research must cover broad subjects within the defined areas<sup>3</sup> to allow selection
- Research should evaluate the quality of advantages and weaknesses of each field and is supported by evidence data
- Research and standards should be discussed in details with national stakeholders and interested international organizations present in Montenegro in workshops organized by CDP/UNDP
- The findings of the research should be widely discussed and consulted at national level seminars and reflect public opinion

It is of utmost importance that the research agency makes conscious effort to take into consideration these criteria while developing their proposal.

The research agency should make efforts to derive indicators from the public and grassroots opinion, using bottom up approach as well as other methodologies, including desk reviews. The end result of the research should be development of core and satellite indicators and compiled comprehensive data for that purpose. The core indicators shall represent common values of democratic governance as per EU approach on good Governance and satellite indicators should be in relation to political criteria required for EU integration and achievement of MDGs in specific case of Montenegro

### **III. Activities and responsibilities of the research agency:**

Under the supervision, guidance and with assistance from CDP Project Manager, and in close cooperation with the UNDP respective Team Leader, on the basis of the documents and other relevant information provided by CDP and respective counterparts, as well as personal inspection in the field, the research agency will be responsible for the following tasks:

- To develop appropriate methodology and research plan according to the outlines in this Terms of Reference;
- To develop appropriate questionnaires for surveys in consultations with CDP/UNDP team in Montenegro and UNDP Oslo Governance Centre (this includes the assessment of the validity of the questionnaires);
- To present the methodology, research plan and questionnaires in workshops organized by CDP/UNDP
- To conduct quantitative and qualitative research according to the time line of the research;
- To cooperate with experts form UNDP Oslo Governance Center and UNDP Bratislava Regional Resource Centre in analysis of data
- To produce data analysis and reports in a timely manner in consultation with an international report editor;
- To produce and deliver expected outputs to CDP/UNDP office in Montenegro;

The implementation of research should be organized in two main stages: the quantitative stage and the qualitative stage. The objective of the quantitative stage is to operationalize the concept of democratic governance in Montenegro, where the concept is rather new. The qualitative research should gauge at the problem of more specific political criteria for EU integration and achievement of the MDGs more deeply. In this regard, the research agency

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<sup>3</sup> The democracy, rule of law, human rights and protection of minorities

might conduct a number of focus groups in order to assess their thoughts, needs and demands. In this way, the quantitative research would be complemented with practical suggestions for possible interventions.

#### **IV. The main research outputs include:**

- (a) Set of democratic governance indicators for Montenegro, made available to CDP/UNDP;
- (b) Written reports (in English), including methodology, findings etc, and the analysis of data;
- (c) Copies of Questionnaires as completed by respondents.

An important condition for the research agency is to be able to finalize the research and present the final Reports by 15<sup>th</sup> of November 2008.

#### **V. Ethics Standards:**

Both, CDP/UNDP and the research agency shall fully and unconditionally subscribe to the following principles for research, including:

- o The research agency ensures that researchers protect research subjects from needless risk of harm or embarrassment and proceed with their willing and informed cooperation.
- o Researchers should protect the confidentiality and privacy of the respondents.
- o Proper presentation of the researcher, including his/or her name, indication of the contractor as well as the sponsoring role of UNDP and the project context.
- o Correct information on the estimated time needed for the interview.
- o Honouring the commitment to anonymity. This means also that any of the data, which can be linked to individuals, should be omitted from the report.
- o Researchers and data analysts should maintain objectivity and exercise professional integrity in performing and reporting the research, in particular any doubt concerning the validity of data should be indicated, including the reasons.

#### **VI. Required Qualifications:**

In order to apply the research agency should meet the following minimum requirements:

- o Extensive experience in democratic governance research, particularly in evaluation of a political system and quality of governance
- o First-hand experience in conducting substantial researches for other international/national organizations in Montenegro.
- o Extensive knowledge of various research methodologies, including those used by EU Think Tanks and institutions.
- o Recognized expertise in sampling and research methods.
- o Minimum 5 years of relevant experience.
- o Experience in managing projects funded by international donors.
- o Professional integrity to gather information and data without purposeful or inadvertent biases.
- o Ability to analyze issues from a multi-variable perspective, in both national and comparative international context. Ability to cooperate with international experts in this regard.
- o Excellent drafting skills to articulate complex, inter-related political issues in a lucid fashion.
- o Excellent written and spoken English

#### **VII. Remuneration and payment schedule:**

The payment for the services delivered will be processed no longer than 10 days after CDP's supervisor will confirm that the task was completed in a satisfactory way.



Remuneration will be carried out in three instalments:

First: 20 % upon signing of the contract;

Second: 60 % upon raw data was obtained through surveys and preliminary report is written;

Third: 20 % upon the submission of final reports.

All payments will be made in Euros.

**VIII. Confidentiality:**

The research agency undertakes to maintain confidentiality on all information that is not the public domain and shall not be involved in another assignment that represents a conflict of interest to the prevailing assignment



**Annex V**

**PRICE SCHEDULE**

The Contractor is asked to prepare the Price Schedule as a separate envelope from the rest of the RFP response as indicated in Section D paragraph 14 (b) of the Instruction to Offerors.

All prices/rates quoted must be exclusive of all taxes, since the UNDP is exempt from taxes as detailed in Section II, Clause 18. '

The Price Schedule must provide a detailed cost breakdown. Provide separate figures for each functional grouping or category.

Estimates for cost-reimbursable items, if any, such as travel, and out of pocket expenses should be listed separately. In case of an equipment component to the service provided, the Price Schedule should include figures for both purchase and lease/rent options. The UNDP reserves the option to either lease/rent or purchase outright the equipment through the Contractor.

The format shown on the following pages should be used in preparing the price schedule. The format includes specific expenditures, which may or may not be required or applicable but are indicated to serve as examples. In addition to the hard copy, if possible please also provide the information on diskette (IBM compatible).

**Price Schedule:**

<b>Description of Activity/Item</b>		<b>Estimated Amount</b>
<b>1.</b>	<b>Remuneration</b>	
1.1	Development of methodology	
1.2	Data collection/description/analyses	
1.3	Production of Final report	
	<b>TOTAL</b>	