



REQUEST FOR PROPOSAL (RFP)

NAME & ADDRESS OF FIRM	DATE: June 10, 2019
	REFERENCE: UNDP Project - Modernization of Vocational Education and Training (VET) system related to agriculture in Georgia (VET Phase 2) - 00104316

Dear Sir / Madam:

We kindly request you to submit your Proposal for Strengthening the competencies of agricultural VET teachers and extension officers by providing in-service training and scale up of pre-service training.

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

Proposals may be submitted on or before **Friday, July 05, 2019, 17:00** via courier mail in a **SEALED ENVELOPE** to the address below:

United Nations Development Programme
UN House 9, Eristavi St. Tbilisi, 0179, Georgia
Konstantine Kobakhidze, Project Manager, Modernization of Vocational Education and Training (VET) system related to agriculture in Georgia (VET Phase 2)

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

The Technical Proposal and the Financial Proposal envelopes MUST BE COMPLETELY SEPARATE and each of them must be submitted sealed individually and clearly marked on the outside as either "TECHNICAL PROPOSAL" or "FINANCIAL PROPOSAL", as appropriate. Each envelope SHALL clearly indicate the name of the Bidder. The outer envelopes shall:

Bear the name and address of the bidder;

Be addressed to UNDP;

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

If the envelopes and packages with the Proposal are not sealed and marked as required, UNDP shall assume no responsibility for the misplacement, loss, or premature opening of the Proposal.

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

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

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

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

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

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

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

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

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

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

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

Thank you and we look forward to receiving your Proposal.

Sincerely yours,


Konstantine Kobakhidze
Project Manager
27/06/2019

Description of Requirements

Context of the Requirement	<p>Strengthening the competencies of agricultural VET teachers and extension officers by providing in-service training¹ and scale up of pre-service training is one of the planned outputs of the SDC/UNDP project “Modernization of vocational education and training system related to agriculture in Georgia (VET Phase 2)”.</p> <p>Post-Soviet Georgia has never had a system for agricultural VET teacher and extension officers’ preparation. Conceptually, VET teacher and instructor/in-company teacher training is still seen in Georgia, like in many transition countries, as something that people will do on the job.</p> <p>The Agriculture Development Strategy sets out the government’s commitment to support public extension. Public extension services offered by 9 RICCs and 45 ICCs aim at improving communication with farmers, defining priorities and providing support services. Currently, (R)ICCs conduct two main tasks: provide extension services to farmers and data collection on behalf of MEPA. Currently, the state extension service consists of 45 municipal ICCs and 9 regional Units (RICC). In December 2017, MEPA approved the 2018/19 Extension Strategy that defines the roles and functions of the municipal and regional ICCs and identifies the needs for the creation of an independent institution that will coordinate and oversee the public extension services. The new Extension Strategy identifies increasing demand for better skills for agricultural extension officers and lack of experience in basic training.</p> <p>As the professional public and private VET & extension service providers are the backbone of the Georgian knowledge system in agriculture, they will only be able to offer high quality services if they are empowered, if technical know-how of staff is upgraded and if proper management and performance systems are in place. This includes the improvement of individual knowledge and skills of the staff.</p> <p>Considering the above mentioned, UNDP Georgia has identified the need to prepare in-service training programme for agricultural extension officers and agricultural VET Teachers.</p> <p>In-service training should be based on the Georgian model of the VET Teacher and extension officer’s university minor programme, which was grounded on Swiss model and was developed in the first phase of the project. The concept of the minor programme has a modular structure. General didactics, psychology of learning, developing advising skills, effective communication, technical didactics and VET are the modules of the minor programme. The minor</p>
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¹ According to FAO reference manual (“Improving agricultural extension”), training is broadly categorized into two types: preservice training and Inservice training. Preservice training is more academic in nature and is offered by formal institutions following definite curricula and syllabuses for a certain duration to offer a formal degree or diploma. Inservice training, on the other hand, is offered by the organization from time to time for the development of skills and knowledge of the incumbents. In service training is essential tool for upgrading the professional skills and abilities of extension specialists and keeping them abreast of rapidly changing agricultural technologies. While highly qualified extension specialist is one of the pre-requisites of increasing productivity of agricultural sector and ultimately livelihoods of farmers.

	<p>programme leads to the additional qualification for agricultural degrees and is currently run by the Samtskhe-Javakheti University.</p> <p>The objective of the RFP is to support the Ministry of Environmental Protection and Agriculture of Georgia and the Ministry of Education, Science, Culture and Sport of Georgia in strengthening human capital in agricultural knowledge system and adoption of innovations system by establishing in-service certificated training programme for extension officers and agricultural VET Teachers.</p>
Implementing Partner of UNDP	<p>The Ministry of Environmental Protection and Agriculture (MEPA)</p> <p>The Ministry of Education, Science, Culture and Sport of Georgia (MoESCS)</p>
Brief Description of the Required Services ²	The objective of the RFP is to support the Ministry of Environmental Protection and Agriculture of Georgia and the Ministry of Education, Science, Culture and Sport of Georgia in strengthening human capital in agricultural knowledge system and adoption of innovations system by establishing in-service certificated training programme for extension officers and agricultural VET Teachers.
List and Description of Expected Outputs to be Delivered	For Detailed Description of expected deliverables required refer to Annex 4 – Terms of Reference (ToR)
Person to Supervise the Work/Performance of the Service Provider	UNDP Project “Modernization of Vocational Education and Training (VET) system related to agriculture in Georgia (VET Phase 2)” Manager
Frequency of Reporting	<p>Bi-annual reports:</p> <p>Midterm and Final reports upon completion of the deliverables, as per Annex 4 - TOR</p>
Progress Reporting Requirements	None
Location of work	<input checked="" type="checkbox"/> At Contractor’s Location
Expected duration of work	12 months
Target start date	Mid July, 2019
Latest completion date	Mid July, 2020
Travels Expected	Travel arrangements to 3 regions: Racha and Kvemo Svaneti; Samegrelo and Zemo Svaneti; Samtskhe-Javakheti.
Special Security Requirements	<input checked="" type="checkbox"/> None
Facilities to be Provided by UNDP	<input checked="" type="checkbox"/> None
Implementation Schedule indicating breakdown and timing of activities/sub-activities	<input checked="" type="checkbox"/> Required
Names and curriculum vitae of individuals who will be	<input checked="" type="checkbox"/> Required

involved in completing the services																								
Currency of Proposal	<input checked="" type="checkbox"/> United States Dollars Payment will be done in GEL according to UN exchange rate at the date of payment.																							
Value Added Tax on Price Proposal ³	<input checked="" type="checkbox"/> must be exclusive of VAT and other applicable indirect taxes																							
Validity Period of Proposals (Counting for the last day of submission of quotes)	<input checked="" type="checkbox"/> 90 days In exceptional circumstances, UNDP may request the Proposer to extend the validity of the Proposal beyond what has been initially indicated in this RFP. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Proposal.																							
Partial Quotes	<input checked="" type="checkbox"/> Not permitted																							
Payment Terms	<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>In-service training programme concept and action plan prepared</td> <td>30%</td> <td>September, 2019</td> <td rowspan="5"> Within thirty (30) days from the date of meeting the following conditions: a) UNDP's written acceptance (i.e., not mere receipt) of the quality of the outputs; and b) Receipt of invoice from the Service Provider. </td> </tr> <tr> <td>In-service training programme elaborated</td> <td>30%</td> <td>November, 2019</td> </tr> <tr> <td>In-service training programme piloted in 3 regions</td> <td>30%</td> <td>February, 2019</td> </tr> <tr> <td>Final narrative report submitted</td> <td>10%</td> <td>July, 2020</td> </tr> <tr> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Outputs	Percentage	Timing	Condition for Payment Release	In-service training programme concept and action plan prepared	30%	September, 2019	Within thirty (30) days from the date of meeting the following conditions: a) UNDP's written acceptance (i.e., not mere receipt) of the quality of the outputs; and b) Receipt of invoice from the Service Provider.	In-service training programme elaborated	30%	November, 2019	In-service training programme piloted in 3 regions	30%	February, 2019	Final narrative report submitted	10%	July, 2020						
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In-service training programme elaborated	30%	November, 2019																						
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Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment	Konstantine Kobakhidze, Project Manager, Modernization of Vocational Education and Training (VET) system related to agriculture in Georgia (VET Phase 2)																							
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) Detailed breakdown of points obtainable is provided in Technical Proposal Evaluation Form - Annex 5.																							

	<input checked="" type="checkbox"/> Full acceptance of the UNDP Contract General Terms and Conditions (GTC). This is 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	<p>Technical Proposal (70%)</p> <input checked="" type="checkbox"/> Management structure and qualifications of the Service Provider 21.43 % <input checked="" type="checkbox"/> Methodology and Process, its Appropriateness to the Condition and Timeliness of the Implementation Schedule 40 % <input checked="" type="checkbox"/> Qualifications of Key Personnel 38.57 %
	<p>Financial Proposal (30%)</p> <p>To be computed as a ratio of the Proposal's offer to the lowest price among the proposals received by UNDP.</p> <p>If the offeror does not meet any of the minimum technical qualification criteria/requirements defined in the forms 1, 2, and 3 of the Technical Proposal Evaluation (presented below), it will be given score (0) zero and will be automatically disqualified and there is no more need for further evaluation of disqualified offeror.</p>
UNDP will award the contract to:	<input checked="" type="checkbox"/> One and only one Service Provider
Annexes to this RFP ⁴	<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 (Annex 5)
Contact Person for Inquiries (Written inquiries only) ⁵	<p>Konstantine Kobakhidze, Project Manager, Modernization of Vocational Education and Training (VET) system related to agriculture in Georgia (VET Phase 2). E-mail: Konstantine.kobakhidze@undp.org</p> <p>Any delay in UNDP's response shall not be used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers.</p>
Other Information [pls. specify]	N/A

FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL

(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery)

[insert: Location].

[insert: Date]

To: Konstantine Kobakhidze, Project Manager, Modernization of Vocational Education and Training (VET) system related to agriculture in Georgia (VET Phase2)

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 10/6/2019, 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) *Company profile maximum 5 pages compliant to the following requirements:*
 - At least five (5) years of experience in the field of capacity building and adult education and counseling technologies **(minimum requirement)**;
 - Having experience in training design and delivery for agriculture extension workers will be an asset;
 - Experience in creation of certificated training programmes within last 3 years **(minimum requirement)**;
 - Experience of implementing a project of total value no less than USD 100,000 within last 5 years **(minimum requirement)**;
- b) *Good track record confirmed by at least 2 letters of references from the clients and/or donors supporting similar projects implemented at least within the last 3 years;*
- c) *Letter certifying that no debt towards budget exists.*

B. Proposed Methodology for the Completion of Services

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

C. Qualifications of Key Personnel

The consultant(s) team provided by the Service Provider should fulfill the following criteria:

- a) *Key requirements (minimum requirements) for the consultant (s):*
- **Coordinator** with:
At least 5 years of working experience in the field of adult education and training in agriculture sector as well (minimum requirement)
At least 2 years of experience in agriculture extension in Georgia (minimum requirement)
 - **Expert in agriculture extension capacity development** with:
At least 3 years of experience in agriculture extensionists capacity development (minimum requirement)
At least 5 years of experience in curriculum design, adult learning theories (minimum requirement)
- b) *Names, qualification and CVs demonstrating qualifications and experiences must be included in the offer.*
- c) *Written confirmation from each personnel that they are available for the entire duration of the contract.*

D. Cost Breakdown per Deliverable*

	Deliverables <i>[list them as referred to in the RFP]</i>	Percentage of Total Price <i>(Weight for payment)</i>	Price <i>(Lump Sum, All Inclusive)</i>
1	In-service training programme concept and action plan prepared	30%	
2	In-service training programme elaborated	30%	
3	In-service training programme piloted in 3 regions	30%	
4	Final narrative report submitted	10%	
	Total	100%	

**Basis of the payment tranches*

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

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

Description of Activity	Remuneration per Unit of Time *Days	Total Period of Engagement *Days	No. of Personnel	Total Rate
I. Personnel Services				
Coordinator				
Expert in agriculture extension capacity development				
Additional Technical and Administrative staff**				
II. Workshops and training costs				

Stationaries/Handouts (where necessary)				
Travel/Transportation				
Daily allowance				
Venue rent				
Catering				
Etc..				
III. Other Related Costs***				

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

Note:

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

**If the prospective bidder will provide additional technical and administrative staff and other related costs it can be subject to review and approval from UNDP side.

***Under other related costs companies shall include detailed list of all costs associated with implementation of the tasks and deliverables, each cost shall be justified and clearly calculated. Other related costs can be subject to UNDP review and if applicable consideration for exclusion similar to the existing note about technical staff.

General Terms and Conditions for Services

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.

SUPPORT THE MINISTRY OF ENVIRONMENTAL PROTECTION AND AGRICULTURE OF GEORGIA AND THE MINISTRY OF EDUCATION, SCIENCE, CULTURE AND SPORT OF GEORGIA IN STRENGTHENING HUMAN CAPITAL IN AGRICULTURAL KNOWLEDGE SYSTEM AND ADOPTION OF INNOVATIONS SYSTEM BY ESTABLISHING IN-SERVICE CERTIFICATED TRAINING PROGRAMME FOR EXTENSION OFFICERS AND VET TEACHERS.

TERMS OF REFERENCE

UNDP project “Modernization of vocational education and training system related to agriculture in Georgia (VET Phase 2)” is soliciting request for proposal to support the Ministry of Environmental Protection and Agriculture of Georgia and the Ministry of Education, Science, Culture and Sport of Georgia in strengthening human capital in agricultural knowledge system and adoption of innovations system by establishing in-service certificated training programme for extension workers and VET Teachers.

I. BACKGROUND INFORMATION

Strengthening the competencies of agricultural VET teachers and extension officers by providing in-service training and scale up of pre-service training is one of the planned outputs of the SDC/UNDP project “Modernization of vocational education and training system related to agriculture in Georgia (VET Phase 2)”.

Post-Soviet Georgia has never had a system for agricultural VET teacher and extension officers’ preparation. Conceptually, VET teacher and instructor/in-company teacher training is still seen in Georgia, like in many transition countries, as something that people will do on the job.

The Agriculture Development Strategy sets out the government’s commitment to support public extension. Public extension services offered by 9 RICCs and 45 ICCs aim at improving communication with farmers, defining priorities and providing support services. Currently, (R)ICCs conduct two main tasks: provide extension services to farmers and data collection on behalf of MEPA. Currently, the state extension service consists of 45 municipal ICCs and 9 regional Units (RICC). In December 2017, MEPA approved the 2018/19 Extension Strategy that defines the roles and functions of the municipal and regional ICCs and identifies the needs for the creation of an independent institution that will coordinate and oversee the public extension services. The new Extension Strategy identifies increasing demand for better skills for agricultural extension officers and lack of experience in basic training.

As the professional public and private VET & extension service providers are the backbone of the Georgian knowledge system in agriculture, they will only be able to offer high quality services if they are empowered, if technical know-how of staff is upgraded and if proper management and performance systems are in place. This includes the improvement of individual knowledge and skills of the staff.

Considering the above mentioned, UNDP Georgia has identified the need to prepare in-service training programme for agricultural extension officers and agricultural VET Teachers.

In-service training should be based on the Georgian model of the VET Teacher and extension officer’s university minor programme, which was grounded on Swiss model and was developed in the first phase of the project. The concept of the minor programme has a modular structure. General didactics, psychology of learning, developing advising skills, effective communication, technical didactics and VET are the modules of the minor programme. The minor programme leads to the additional qualification for agricultural degrees.

The objective of the RFP is to support the Ministry of Environmental Protection and Agriculture of Georgia and the Ministry of Education, Science, Culture and Sport of Georgia in strengthening human capital in agricultural knowledge system and adoption of innovations system by establishing in-service certificated training programme for extension officers and agricultural VET Teachers.

II. OBJECTIVE OF THE RFP

The objective of the call is to support the Ministry of Environmental Protection and Agriculture of Georgia and the Ministry of Education, Science, Culture and Sport of Georgia in strengthening human capital in agricultural knowledge system and adoption of innovations system by establishing in-service certificated training programme for extension officers and agricultural VET Teachers.

III. SCOPE OF WORK

Output 1: In-service training programme concept and action plan prepared

Work should be built on the groundwork done in the first phase of the project considering the modular structure of the minor programme.

Following actions are envisaged under this output:

- 1.1/ Conduct kick-off workshop to define the in-service training programme design process;
- 1.2/ Review the package of the minor programme for the VET teacher and extension officer to reflect the findings from the New Extensionist Learning Kit (NELK) developed by the Global Forum for Rural Advisory Services GFRAS;
- 1.3/ Conduct consultations with stakeholders, prepare concept of in-service training programme for extension workers, design and conduct a workshop with the participation of the relevant stakeholders to discuss and assess the concept and design of the programme;
- 1.4/ Prepare work plan for training programme design and agree with the relevant Ministries and UNDP Georgia.

Output 2: In-service training programme elaborated

Following actions are envisaged under this output:

- 2.1/ Based on the review and analyses of the existing minor programme elaborate in-service certificated training programme for extension workers. The certificated in-service training programme should:
 - Focus on enhancing extensionist's practical skills based on respective job analyses;
 - Ensure participants learning assessment as a precondition for certification;
 - Consider learning approach and methodology which will support participants motivation and accurate learning, acquisition of new knowledge as well as practical skills.
- 2.2/ Compose the reading materials;
- 2.3/ Compile exercise manual;
- 2.4/ Ensure integration of information technologies to support the learning process efficiency;
- 2.5/ Define in-service training programme quality assurance mechanism;
- 2.6/ Discuss and agree the training programme with the Ministry of Environmental Protection and Agriculture of Georgia and the Ministry of Education, Science, Culture and Sport of Georgia.

Output 3: In-service training programme piloted in 3 regions

Following actions are envisaged under this output:

- 3.1/ In consultation with the stakeholders define selection criteria for the participants of the in-service training programme;
- 3.2/ Implement the participants' selection through defined procedure;
- 3.3/ Implement an in-service training programme piloting for up to 90 participants (extension specialists, VET Teachers) from 3 regions;
- 3.4/ Award the certificates for the participants with the approval of the Ministry of Environmental Protection and Agriculture of Georgia and the Ministry of Education, Science, Culture and Sport of Georgia.

Output 4: Final narrative report developed

Final narrative report should include lessons learned during the implementation process and recommendations on further development of extension workers and VET Teacher in-service training system.

IV. EXPECTED DELIVERABLES

Table of deliverables:

N	Deliverable	Activity	Due to date	To be cleared by
2.	In-service training programme concept and action plan prepared	Activity 1	September, 2019	UNDP Georgia
3.	In-service training programme elaborated	Activity 2	November, 2019	UNDP Georgia
4.	In-service training programme piloted in 3 regions	Activity 3	February, 2019	UNDP Georgia
5.	Final narrative report submitted	Activity 3	July, 2020	UNDP Georgia

Technical Proposal Evaluation Form

Summary of Technical Proposal Evaluation Forms		Score Weight	Points Obtainable
1.	Eligibility and qualifications	21.43%	150
2.	Proposed Methodology, Approach and Implementation Plan	40%	280
3.	Management Structure and Key Personnel	38.57%	270
Total			700

If the offeror does not meet any of the minimum technical qualification criteria/requirements defined in the forms 1, 2, and 3 of the Technical Proposal Evaluation (presented below), it will be given score (0) zero and will be automatically disqualified and there is no more need for further evaluation of disqualified offeror.

Technical Proposal Evaluation Form 1	Points Obtainable
1.1 General Organizational Capability which is likely to affect implementation	
1.1.1. At least five (5) years of experience in the field of capacity building and adult education and counseling technologies – 40 points (minimum requirement) - Having experience in training design and delivery for agriculture extension workers will be an asset – additional 20 points	60
1.1.2. Experience in creation of certificated training programmes within last 3 years – 30 points (minimum requirement)	30
1.1.3. Experience in implementing a project of total value no less than USD 100,000 within last 5 years - 20 points (minimum requirement) - More than USD 100,000 within last 5 years – additional 10 points	30
1.2 Reputation of Organization and staff / competence / Reliability	
References or other prove of quality service by previous contractors to be presented - Good track record confirmed by at least 2 letters of references from the clients and/or donors supporting similar projects implemented at least within the last 3 years – 20 points (minimum requirement) More than 2 letters of references from the clients and/or donors supporting similar projects implemented at least within the last 5 years – additional 10 points	30
Total for the form 1	150

Technical Proposal Evaluation Form 2	Points Obtainable
Proposed Methodology, Approach and Implementation Plan	
2.1. To what degree does the Proposer understand the task? - Full understanding of the task – 70 points	70

- Fair understanding of the task (minimum requirement) – 35 points	
2.2. Have the important aspects of the task been addressed in sufficient detail?	
- High disaggregation of the task – 60 points	60
- Enough disaggregation of the task (minimum requirement)– 25 points	
2.3. Is the scope of task well defined and does it correspond to the TOR?	
Clearly defined scope of work and full correspondence to the TOR – 70 points	70
Fairly defined scope of work and correspondence to the TOR (minimum requirement) – 30 points	
2.4. Is the presentation clear and is the sequence of activities and the planning logical, realistic and promise efficient implementation to the project?	
Clear presentation with sound (logical and realistic) planning – 80 points	80
Fairly clear presentation with some elements of logical and realistic planning (minimum requirement) – 40 points	
Total points for the form 2	280

Technical Proposal Evaluation Form 3	Points Obtainable
Qualification key personal	
3.1. Coordinator with: - At least 5 years of working experience in the field of adult education and training in agriculture sector as well (minimum requirement 60 points); - More than 5 years of working experience in the field of adult education and training in agriculture sector – additional 10 points - At least 2 years of experience in agriculture extension in Georgia (minimum requirement 60 points).	130
3.2. Expert in agriculture extension capacity development with: - At least 3 years' experience in agriculture extensionists capacity development (minimum requirement 50 points); - More than 3 years of experience in agriculture extensionists capacity development – additional 10 points - At least 5 years of experience in curriculum design, adult learning theories (minimum requirement 80 points)	
Total for the form 3	270