



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

NAME & ADDRESS OF FIRM	DATE: October 6, 2015
	REFERENCE: Modernization of the Vocational Education and Training and Extension Systems related to Agriculture in Georgia (86728)

Dear Sir / Madam:

We kindly request you to submit your Proposal for **Study on Stakeholder Attitudes in Vocational Education and Training in Georgia**.

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

Proposals may be submitted in sealed and stamped envelopes on or before **Wednesday, October 21, 2015 at 16:00** (local time) by courier mail to the address below:

United Nations Development Programme
UN House, 9 Eristavi str. Tbilisi 0179, Georgia
Attention: Ruediger Heining, Project Manager
ruediger.heining@undp.org

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

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

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

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

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

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

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

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

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

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

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

Thank you and we look forward to receiving your Proposal.

Sincerely yours,



Ruediger Heining
Project Manager

10/6/2015

Description of Requirements

Context of the Requirement	Study on Stakeholder Attitudes in Vocational Education and Training in Georgia
Implementing Partner of UNDP	Ministry of Education and Sciences of Georgia (MoES)
Brief Description of the Required Services	<p>The selected organization is expected</p> <ol style="list-style-type: none"> 1) To identify Employers' Attitudes towards Vocational Education 2) To identify General Public's Attitudes towards Vocational Education 3) To identify VET Students' Attitudes towards Vocational Education 4) To analyze tracer study data on Agriculture programs graduates. <p>For further details please refer to detailed Terms of Reference (Annex 4)</p>
List and Description of Expected Outputs to be Delivered	<ul style="list-style-type: none"> • Methodology outline, sample design and sample of the three surveys • Revised 3 surveys/research instruments • Report on field works for three surveys • Database of the three surveys • Four Analytical report <p>For further details please refer to detailed Terms of Reference (Annex 4)</p>
Person to Supervise the Work/Performance of the Service Provider	Project Manager " Modernization of the Vocational Education and Training and Extension Systems related to Agriculture in Georgia"
Frequency of Reporting	Accomplished deliverables should be submitted attached to the progress report for the relevant period. For details please refer to detailed Terms of Reference (Annex 4)
Progress Reporting Requirements	For details please refer to detailed Terms of Reference (Annex 4)
Location of work	Nationwide
Expected duration of work	1,5 month (01.11.2015 – 25.12.2015)
Target start date	01 November 2015
Latest completion date	25 December 2015
Travels Expected	Regular travels are expected to all regions of Georgia.
Special Security Requirements	N/A
Facilities to be Provided by UNDP (i.e., must be excluded from Price Proposal)	N/A
Implementation Schedule indicating breakdown and	

timing of activities/sub-activities	<input checked="" type="checkbox"/> Required			
Names and curriculum vitae of individuals who will be involved in completing the services	<input checked="" type="checkbox"/> Required			
Currency of Proposal	<input checked="" type="checkbox"/> USD Payment to local companies will be done in GEL according to UN official exchange rate at the date of payment.			
Value Added Tax on Price Proposal	<input checked="" type="checkbox"/> must be exclusive of VAT and other applicable indirect taxes			
Validity Period of Proposals (Counting for the last day of submission of quotes)	<input type="checkbox"/> 90 days In exceptional circumstances, UNDP may request the Proposer to extend the validity of the Proposal beyond what has been initially indicated in this RFP. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Proposal.			
Partial Quotes	<input checked="" type="checkbox"/> Not permitted			
Payment Terms	Outputs	Percentage	Timing (latest)	Condition for Payment Release
	Methodology outline, sample design and samples of all three Surveys	20%	15.11.2015	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.
	The revised research/study instruments and the questionnaire piloting reports for all three surveys separately	10%	20.11.2015	
	Report on field works (interviewing)	30%	05.12.2015	
	Tracer study analytical report for agriculture students data	10%	05.12.2015	
	Final reports with results of the three surveys including cleaned databases	30%	15.12.2015	
Person(s) to review/inspect/ approve outputs/completed	Project Manager / VET Advisor / VET Specialist			

services and authorize the disbursement of payment	
Type of Contract to be Signed	<input checked="" type="checkbox"/> Contract for Professional Services
Criteria for Contract Award	<input checked="" type="checkbox"/> Highest Combined Score (based on the 70% technical offer and 30% price weight distribution) <input checked="" type="checkbox"/> Full acceptance of the UNDP Contract General Terms and Conditions (GTC). This is a mandatory criteria and cannot be deleted regardless of the nature of services required. Non acceptance of the GTC may be grounds for the rejection of the Proposal.
Criteria for the Assessment of Proposal	<p>Technical Proposal (Weight 70%)</p> <input checked="" type="checkbox"/> Experience and background of the contractor - 20% <input checked="" type="checkbox"/> Proposed Methodology, Approach and Implementation Plan- 30% <input checked="" type="checkbox"/> Key Personnel - 20%
UNDP will award the contract to:	<input checked="" type="checkbox"/> One and only one Service Provider
Annexes to this RFP	<input checked="" type="checkbox"/> Form for Submission of Proposal (Annex 2) <input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 3) <input checked="" type="checkbox"/> Detailed TOR (Annex 4) <input checked="" type="checkbox"/> Technical Proposal Evaluation Form (Annex 5)
Contact Person for Inquiries (Written inquiries only)	<p>Ruediger Heining Project Manager ruediger.heining@undp.org</p> <p>Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers.</p>

FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL¹

(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery²)

Tbilisi, Georgia
October 6, 2015

To: Ruediger Heining, VET Project Manager, UNDP Georgia
Address: # 9 Eristavi str, UN House, Tbilisi, Georgia
Telephone: +995 32 222 44 81
E-mail: ruediger.heining@undp.org

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 10/6/2015, and all of its attachments, as well as the provisions of the UNDP General Contract Terms and Conditions:

A. Qualifications of the Service Provider

a) Company profile maximum 10 pages compliant to the following requirements:

- At least 5 years' experience in polling and conducting surveys with statistical analysis and face-to-face interviews;
- Experience in conducting at least 3 projects of similar profile, size of respondents per project at least-2,500 interviewees;
- Experience of conducting at least 5 projects with the budget at least USD 70,000 per project;
- Experience in conducting at least 5 surveys related to the education system and employers/the private sector;
- Experience in conducting at least 5 public opinion/ attitudes surveys;
- Experience in conducting at least 3 surveys related to agriculture;
- Experience in using GPS, STATA/SPSS or similar software;
- Experience in implementing at least 5 surveys for donors or international organizations.

b) At least 2 recommendation letters from the previous contract providers within the last 2 years.

c) Good tax payment record, certified by the Tax Registration/Payment Certificate issued by the internal Revenue Authority showing that the Proposer is updated with its tax payment obligations, or Certificate of Tax exemption, if any such privilege is enjoyed by the Proposer.

d) Financial conditions: latest Certified Financial Statements (Income Statement and Balance Sheet preferable).

e) List of Bank References (Name of Bank, Location, Contact Person and Contact Details and organization's account requisites).

f) Certificate of Registration of the business, including Articles of Incorporation, or equivalent document if Proposer is not a corporation.

¹ This serves as a guide to the Service Provider in preparing the Proposal.

² Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

B. Proposed Methodology for the Completion of Services

The service provider must describe the Methodology of the study including its components and 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 Service Provider must provide:

a) Names and qualifications of the key personnel that will perform the services indicating who Key Personnel are:

- **Team Leader** with at least 5 year experience in the area of polling and surveys; with experience of management at least 3 similar size nation-wide surveys using GPS, STATA/SPSS or similar software;

- **Key expert in sampling** with at least 5 year experience sampling and questionnaire design;

- **Coordinator of the field works** with at least 5 year working experience in coordination of the surveys' related field works – interviewing process, including GPS identification, face-to-face interviews.

- **Coordinator for the database formation** with at least 5 years' experience in formation of similar size database including quality check tools; Experts/analysts for three surveys and a tracer study data processing and analyses:

Expert/analyst for three surveys and a tracer study data processing and analyses:

At least 5 years' experience in data processing of similar size

b) CVs demonstrating qualifications must be submitted if required by the RFP; and

c) Written confirmation from each personnel that they are available for the entire duration of the contract.

D. Cost Breakdown per Deliverable*

Deliverables	Percentage	Price (Lump sum, All Inclusive)
1. Methodology outline, sample design and samples of all three Surveys separately	20%	
2. The revised research/study instruments and the questionnaire piloting reports for all three surveys separately	10%	
3. Report on field works (interviewing)	30%	
4. Tracer study analytical report for agriculture students data	10%	
5. Final reports with results of the three surveys including cleaned database	30%	
Total	100%	

E. Cost Breakdown by Cost Component

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 day	Total Period of Engagement	No. of Personnel	Total Rate for the Period
I. Personnel Services				
1. Team Leader				
2. Key expert in sampling				
3. Coordinator of the field works (interviewing)				
4. Coordination for the database formation				
5. Expert/analyst for data processing				
6. Other Staff				
II. Out of Pocket Expenses				
1. Travel Costs				
2. Daily Allowance				
III. Other Related Costs				

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

Annex 3

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

- 13.1 The recipient ("Recipient") of such information shall:
- 13.1.1 use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate; and,
- 13.1.2 use the Discloser's Information solely for the purpose for which it was disclosed.
- 13.2 Provided that the Recipient has a written agreement with the following persons or entities requiring them to treat the Information confidential in accordance with the Contract and this Article 13, the Recipient may disclose Information to:
- 13.2.1 any other party with the Discloser's prior written consent; and,
- 13.2.2 the Recipient's employees, officials, representatives and agents who have a need to know such Information for purposes of performing obligations under the Contract, and employees officials, representatives and agents of any legal entity that it controls controls it, or with which it is under common control, who have a

need to know such Information for purposes of performing obligations under the Contract, provided that, for these purposes a controlled legal entity means:

- 13.2.2.1** a corporate entity in which the Party owns or otherwise controls, whether directly or indirectly, over fifty percent (50%) of voting shares thereof; or,
- 13.2.2.2** any entity over which the Party exercises effective managerial control; or,
- 13.2.2.3** for the UNDP, an affiliated Fund such as UNCDF, UNIFEM and UNV.

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

14.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

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

15.0 TERMINATION

- 15.1** Either party may terminate this Contract for cause, in whole or in part, upon thirty (30) days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16.2 ("Arbitration"), below, shall not be deemed a termination of this Contract.
- 15.2** UNDP reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case UNDP shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.
- 15.3** In the event of any termination by UNDP under this Article, no payment shall be due from UNDP to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract.
- 15.4** Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, the UNDP may, without prejudice to any other right or remedy it may have under the terms of these conditions, terminate this Contract forthwith. The Contractor shall immediately inform the UNDP of the occurrence of any of the above events.

16.0 SETTLEMENT OF DISPUTES

- 16.1 Amicable Settlement:** The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of this Contract or the breach, termination or invalidity thereof. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the parties.
- 16.2 Arbitration:** Any dispute, controversy, or claim between the Parties arising out of the Contract or the breach, termination, or invalidity thereof, unless settled amicably under Article 16.1, above, within sixty (60) days after receipt by one Party of the other Party's written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. For all evidentiary questions, the arbitral tribunal shall be guided by the Supplementary Rules Governing the Presentation and Reception of Evidence in International Commercial Arbitration of the International Bar Association, 28 May 1983 edition. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Contract, order the termination of the Contract, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Contract, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 ("Interim Measures of Protection") and Article 32 ("Form and Effect of the Award") of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Contract, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate ("LIBOR") then prevailing, and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.
- 17.0 PRIVILEGES AND IMMUNITIES:**
- Nothing in or relating to this Contract shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs.
- 18.0 TAX EXEMPTION**
- 18.1** Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, inter-alia that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize the United Nations exemption from such taxes, duties or charges, the Contractor shall immediately consult with the UNDP to determine a mutually acceptable procedure.
- 18.2** Accordingly, the Contractor authorizes UNDP to deduct from the Contractor's invoice any amount representing such taxes, duties or charges, unless the Contractor has consulted with the UNDP before the payment thereof and the UNDP has, in each instance, specifically authorized the Contractor to pay such taxes, duties or charges under protest. In that event, the Contractor shall provide the UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.
- 19.0 CHILD LABOUR**
- 19.1** The Contractor represents and warrants that neither it, nor any of its suppliers is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical mental, spiritual, moral or social development.
- 19.2** Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, at no cost to UNDP.
- 20.0 MINES:**
- 20.1** The Contractor represents and warrants that neither it nor any of its suppliers is actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.
- 20.2** Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind of UNDP.
- 21.0 OBSERVANCE OF THE LAW:**
- The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the terms of this Contract.
- 22.0 SEXUAL EXPLOITATION:**

- 22.1** The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all appropriate measures to prohibit its employees or other persons engaged by it from, exchanging any money, goods, services, offers of employment or other things of value, for sexual favors or activities, or from engaging in any sexual activities that are exploitive or degrading to any person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle UNDP to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.
- 22.2** The UNDP shall not apply the foregoing standard relating to age in any case in which the Contractor's personnel or any other person who may be engaged by the Contractor to perform any services under the Contract is married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such Contractor's personnel or such other person who may be engaged by the Contractor to perform any services under the Contract.

23.0 AUTHORITY TO MODIFY:

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

TERMS OF REFERENCE

Project	Modernization of the Vocational Education and Training and Extension Systems related to Agriculture in Georgia
Project Title	Study on Stakeholder Attitudes in Vocational Education and Training in Georgia
Duty Station	Tbilisi, Georgia
Starting Date	November 1, 2015
Duration of Contract	1.5 months after signature of contract

1. BACKGROUND

The Vocational Education and Training Development Strategy for 2013-2020 was passed by the government of Georgia in 2013 to underpin the national reform of the Vocational Education and Training System. This comprehensive Strategy addressed system challenges by identifying indicators and tools for reform result measurement in seven main areas of policy. Surveys, one of the most significant tools the Strategy provides, had previously produced only fragmented, unusable data.

The Ministry of Education and Science (MoES) conducted the Employer and Student Satisfaction Baseline Surveys in autumn 2013 based on methodology prepared with GIZ support and UNDP field work. MoES also introduced the first systematic tracer study in this year to track VET graduate career development, which will be conducted at least semi-annually. (Graduates of the agricultural modular programs developed by UNDP were not available for sampling because the programs had just been introduced.) The final survey to be introduced under the Strategy, The General Population Baseline Survey, will be initially conducted in 2015 to measure attitudes of the Georgian population towards the VET system.

In order to assist VET reform implementation, United Nations Development Program announces Request for Proposals to conduct the Study on Stakeholder Attitudes in Vocational Education and Training in Georgia to include four main components.

2. AIM OF THE SURVEYS

The study includes four components and each of the survey datasets serves as a foundation for accomplishing Project Action Plan outputs. UNDP is prepared to support MoES and the VET system in carry out the study for the following study components and in their conduction:

1. Survey of General Public's Attitudes towards Vocational Education (The General Population Baseline Survey). Surveying the public's general opinion of VET system and its reforms (both donor and government contributions) will serve as the best measure of reform efficiency. Research results will be used as a base for awareness campaign planning and to develop indicators for future surveys.
2. Survey of Employers' Attitudes towards Vocational Education (The Employer Satisfaction Survey). UNDP plans to support MoES in piloting WBL programs in agriculture since the system has sufficiently matured for their introduction. This year's research will add to last year's survey by analyzing stakeholder outside the targeted partners group. Identifying these attitudes toward VET will assist MoES in developing education policy and underpinning WBL piloting and implementation efforts.
3. Survey of VET Students' Attitudes towards Vocational Education (The Student Satisfaction Survey). Because students are some of the main stakeholders and beneficiaries in the VET system, their evaluation and feedback toward the newly implemented modular programs is especially important to education policy formation. Survey results will assist stakeholders in strengthening the VET system (to mainly measure student attitudes and opinions towards school management, teachers, and the initial results of modular program implementation);
4. Tracer study analysis on Agriculture programs graduates. The first tracer study conducted by MoES did

not include graduates from the newly implemented modular programs in agriculture developed by UNDP. Data from this initial study can be used as baseline for these analyses to be conducted, which will include graduates' current career status for a comparative analysis. Also, questions specific to modular programs will be added, and the analyses' structures will be used for other sector studies in the future.

3. REQUIREMENTS OF THE STUDY

The service provider must describe the Methodology (design, data collection methods, etc.) including all study components (for the three surveys separately). Suggested methodology for the three Surveys (components 1,2,3) should comply with the following characteristics:

3.1. Representation: the research sample should ensure generation of reliable estimates according to the following parameters:

3.1.1. Survey of General Public's Attitudes towards Vocational Education

- 3.1.1.1. Must provide representation according to the regions (of Georgia);
- 3.1.1.2. Must provide representation according to the age groups;

3.1.2. Survey of Employers' Attitudes towards Vocational Education

- 3.1.2.1. Must provide representation according to the regions (of Georgia);
- 3.1.2.2. Must provide representation according to all sectors (at least 10 and not more than 15 sectors/subsectors);
- 3.1.2.3. Must provide representation according to the size of enterprises (large, medium, small);
- 3.1.2.4. Must provide representation according to the partnership experience with the VET schools (partners/non partners)
- 3.1.2.5. Oversample for Agriculture sector (all agricultural partner enterprises must be included)

3.1.3. Survey of VET Students' Attitudes towards Vocational Education

- 3.1.3.1. Must provide representation according to the regions (of Georgia);
- 3.1.3.2. Must provide representation according to the sectors (at least 10 and not more than 15 sectors/subsectors);
- 3.1.3.3. Oversample for Agriculture sector (all agricultural programs students must be included)

3.2. The draft study questionnaires are developed, will be provided to the contractor, but needs to be revised for all three surveys in cooperation with the project team and should consider following topics:

- 3.2.1. To all existing Instruments agriculture specific questions must be added;
- 3.2.2. Additional issues as agreed with UNDP if requested.

4. SCOPE OF WORK AND EXPECTED OUTPUTS

The **Study on Stakeholder Attitudes in Vocational Education and Training in Georgia** contains four components:

1. Survey of Employers' Attitudes towards Vocational Education
2. Survey of General Public's Attitudes towards Vocational Education
3. Survey of VET Students' Attitudes towards Vocational Education
4. Tracer study analysis on Agriculture programs graduates

Outputs 1,2,3, 5 are related to the **Study** components 1,2,3 (the three surveys) and Output 4 refers to the study component 4. (Tracer study analyses)

4.1. Preparatory works for the three surveys (components 1,2,3):

4.1.1. **Output 1.** As a result of this stage, the output #1 methodology outline, sample design and sample of the three surveys should be elaborated.

4.1.1.1. Defining the sample design for all three surveys;

4.1.1.2. Sample formation for all three surveys.

Total size of the sample can be defined in advance and in this section, the approximate distribution of the total sample and the level of its representation for each survey should be presented. The contractor will consider what kind of sample design should be applied.

4.1.2. **Output 2.** The revised surveys'/study's instruments piloting report.

4.1.2.1. Revised three surveys' instruments;

4.1.2.2. Testing of the three surveys' instruments and survey instruments are adjusted according to the findings of the testing;

4.1.2.3. Training of the field team (interviewers).

The applicant should present the list of the main topics of the surveys' questionnaire. The questionnaires should present the importance of each of those topics in achieving research goals.

4.2. Fieldwork:

4.2.1. **Output 3.** Report on field works (interviewing) should be elaborated.

4.2.1.1. Carrying out the field works including face to face interviews and/or other methods of data collection (including address records and GPS identification of each respondent);

4.2.1.2. Fieldwork (intervening) quality control activities.

The applicant should present the scheme according to which the fieldwork will be carried out, where fieldwork quality control mechanisms are also explained.

4.3. Data processing, analysis and preparation of the analytical report:

4.3.1. **Output 4.** The output #4 the analytical 'report with findings of the tracer studies focused on agricultural programs graduates should be elaborated.

4.3.1.1. Interpretation, analysis and elaboration of diagrams, tables and other visualization of the findings in agreed with UNDP and its consultant. (With indication of software package).

4.3.1.2. Data processing and preparation of the analytical report

4.3.2. **Output 5.** As a result of this stage, the output #5 should be elaborated, including clean databases of the three surveys and the final drafts of three analytical reports for all three surveys.

4.3.2.1. Logical control and coding of the questionnaires;

4.3.2.2. Formation of databases

4.3.2.3. Cleaning of the databases

4.3.2.4. Interpretation, analysis and elaboration of diagrams, tables and other visualization of the findings in agreed with UNDP and its consultant. (With indication of software package).

4.3.2.5. Data processing and preparation of the three analytical reports with the frequencies of the responses per survey instruments

4.3.2.6. Transferring the raw and processed data in electronic format to UNDP

5. DURATION, TIMELINE AND THE LIST OF DELIVERABLES

The surveys, including the analytical works will be carried out in the period November 2015 - December 2015.

The contractor is expected to deliver all 5 following deliverables. Please, see the detailed timeline for submitting the deliverables in the table below.

Timeline for submission of the deliverables

Outputs	Percentage of payment	Timing
Output 1. Methodology outline, sample design and samples of all three study components separately	20%	15.11.2015
Output 2. The revised research/study instruments and the questionnaire piloting reports for all three surveys separately	10%	20.11.2015
Output 3. Report on field works (interviewing)	30%	05.12.2015
Output 4. Tracer study analytical report for agriculture students data	10%	05.12.2015
Output 5. Final reports with results of the three surveys including cleaned databases	30%	15.12.2015

6. LOCATION AND LANGUAGE OF WORK

The three surveys should be performed in all regions of Georgia; Tracer study Analytical report (component 4) will be submitted based on data provided by MoES. The deliverables should be submitted to UNDP in English and Georgian languages.

7. ELIGIBILITY CRITERIA AND SUBMISSION PACKAGE

The Contractor should have experience of implementing nation-wide surveys, analysis and interpretation of the surveys' results and presentation of the findings in visually friendly manner.

7.1. The Contractor should comply with the following criteria:

Contractor experience and background of the:

- At least 5 years' experience in polling and conducting surveys with statistical analysis and face-to-face interviews;
- Experience in conducting at least 3 projects of similar profile, size of respondents per project at least-2,500 interviewees);
- Experience of conducting at least 5 projects with the budget at least USD 70,000 per project
- Experience in conducting at least 5 surveys related to the education system and employers/the private sector;
- Experience in conducting at least 5 public opinion/ attitudes surveys;
- Experience in conducting at least 3 surveys related to agriculture;
- Experience in using GPS, STATA/SPSS or similar software and software;
- Experience in implementing at least 5 surveys for donors or international organizations.

7.2. Key staff should be compliant with the following criteria:

Team Leader:

With at least 5 year experience in the area of polling and surveys; with experience of management at least 3 similar size nation-wide surveys using GPS, STATA/SPSS or similar software;

Key expert in sampling:

At least 5 years' experience in sampling and questionnaire design.

Coordinator of the field works (interviewing):

At least 5 years' experience in coordination of the surveys' related field works – interviewing process, including GPS identification, face-to-face interviews.

Coordination for the database formation:

At least 5 years' experience in formation of similar size database including quality check tools.

Expert/analyst for three surveys and a tracer study data processing and analyses:

At least 5 years' experience in data processing of similar size.

The other staff seen as appropriate by the Contractor.

7.3. The Contractor should submit the following documents:

7.3.1. Company profile maximum 10 pages compliant to the following requirements:

- At least 5 years' experience in polling and conducting surveys with statistical analysis and face-to-face interviews;
- Experience in conducting at least 3 projects of similar profile, size of respondents per project at least-2,500 interviewees);
- Experience of conducting at least 5 projects with the budget at least USD 70,000 per project
- Experience in conducting at least 5 surveys related to the education system and employers/the private sector;
- Experience in conducting at least 5 public opinion/ attitudes surveys;
- Experience in conducting at least 3 surveys related to agriculture;
- Experience in using GPS, STATA/SPSS or similar software and software;
- Experience in implementing at least 5 surveys for donors or international organizations.

7.3.2. At least 2 recommendation letters from the previous contract providers within the last 2 years.

7.3.3. Good tax payment record, certified by the Tax Registration/Payment Certificate issued by the Internal Revenue Authority showing that the Proposer is updated with its tax payment obligations, or Certificate of Tax exemption, if any such privilege is enjoyed by the Proposer.

7.3.4. Financial conditions: latest Certified Financial Statements (Income Statement and Balance Sheet preferable).

7.3.5. List of Bank References (Name of Bank, Location, Contact Person and Contact Details and organization's account requisites).

7.3.6. Certificate of Registration of the business, including Articles of Incorporation, or equivalent document if Proposer is not a corporation.

7.3.7. CVs demonstrating qualifications of the key personnel that will perform the services requested in this Terms of Reference. The CV's should comply to the criteria listed for key personnel above:

Team Leader;

Key expert in sampling;

Coordinator of the field works (interviewing);

Coordination for the database formation;

Expert/analyst for data processing;

7.3.8. Written confirmation from each proposed personnel that they are available for engagement for the entire duration of the contract.

PAYMEENT CONDITIONS AND MODALITY

# of installment	Outputs	Percentage of payment	Timing
1	Output 1. Methodology outline, sample design and samples of all three Surveys Quality indicator: Acceptance of the quality of the output 1 by UNDP	20%	15.11.2015
2	Output 2. The revised research/study instruments and the questionnaire piloting report Quality indicator: Acceptance of the quality of the output 2 by UNDP.	10%	20.11.2015
3	Output 3. Report on field works (interviewing) Quality indicator: Acceptance of the quality of the output 3 by UNDP.	30%	05.12.2015
4	Output 4. Tracer study analytical report for agriculture students data Quality indicator: Acceptance of the quality of the output 4 by UNDP.	10%	05.12.2015
5	Output 5. Final report with results of the three surveys including cleaned databases Quality indicator: Acceptance of the quality of the output 5 by UNDP.	30%	15.12.2015

8. SELECTION CRITERIA

- Highest Combined Score (based on the 70% technical offer and 30% price weight distribution)
- Full acceptance of the UNDP Contract General Terms and Conditions (GTC). This is a mandatory criterion and cannot be deleted regardless of the nature of services required. Non acceptance of the GTC may be grounds for the rejection of the Proposal.

Technical Proposal (Weight 70%)

- ☒ Experience and background of the contractor - 20%
- ☒ Proposed Methodology, Approach and Implementation Plan- 30%
- ☒ Key Personnel - 20%

Financial Proposal (Weight 30%)

To be computed as a ratio of the Proposal's offer to the lowest price among the proposals received by UNDP.

For further details please refer to Technical Proposal Evaluation Form (Annex 5)

If the offeror does not meet any of the minimum technical qualification criteria/requirements given in Annex V, it will be given score zero and will be automatically disqualified and there is no more need for further evaluation of the disqualifying offeror.

Technical proposal evaluation form

Summary of Technical Proposal Evaluation Forms		Score Weight	Points Obtainable
1.	Experience and background of the contractor	20%	200
2.	Proposed Methodology, Approach and Implementation Plan	30%	300
3.	Key Personnel	20%	200
Total			700

Technical Proposal Evaluation Form 1			Points obtainable
Experience and background of the contractor			
1.1	Reputation of Organization and staff / competence / Reliability		30
	References or other prove of quality service by previous contractors to be presented		
	At least 2 recommendation letters from the previous contract provider within last 2 years (minimum requirement) - 15 points		
	More than 2 recommendations letters - 30 points		
1.2	General Organizational Capability which is likely to affect implementation		80
	Age/size of the firm		
	At least 5 years' experience in the area of polling and conducting surveys with statistical analysis and face-to-face interviews (minimum requirement) - 15 points		
	More than 5 years/work experience - 20 points	20	
	Experience in conducting at least 3 projects of similar profile, size of respondents per project at least 2,500 interviewees (minimum requirement) - 15 points		
	Experience of conducting more than 3 projects of similar profile, size of respondents per project at least 2,500 interviewees - 25 points	25	
	Experience of using software GPS, STATA/SPSS or similar software; (minimum requirement) - 10 points	10	
	Experience of conducting at least 5 projects with the budget at least USD 70,000 per project (minimum requirement) - 15 points		
	More than 5 projects - 25 points	25	
1.3	Relevance of Specialized Knowledge		90
	Experience of conducting at least 3 survey related to agriculture (minimum requirement) - 10 points		
	More than 3 surveys - 15 points	15	
	Experience in conducting at least 5 surveys related to the education system and employers/the private sector; (minimum requirement) - 25 points		
	More than 5 projects - 35 points	35	
	Experience in conducting at least 5 public opinion/ attitudes surveys; (minimum requirement) - 15 points		
	More than 5 projects - 30 points	30	
	Working experience with donor or other international organizations or entity is an asset		
	Experience of implementing at least 5 surveys for donors or international organizations (minimum requirement) - 5 points		
	More than 5 surveys - 10 points	10	

Total Part 1		200
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 – 20 points - Fair understanding of the task (minimum requirement) - 15 points	20
2.2	Have the important aspects of the task been addressed in sufficient detail? - High detalization of the task – 15 points - Sufficient detalization of the task (minimum requirement)– 10 points	15
2.3	Are the different components of the project adequately weighted relative to one another? Adequately weighted (minimum requirement)– 10 points	10
2.4	Is the proposal based on thorough understanding of the project environment and was this understanding properly reflected in the preparation of the proposal? Fully reflected – 45 points Partially reflected (minimum requirement) – 30 points	45
2.5	Is the conceptual framework adopted appropriate for the task? Completely appropriate – 45 points; Fairly appropriate (minimum requirement)– 30 points;	45
2.6	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 – 100 points Fairly defined scope of work and partial correspondence to the TOR (minimum requirement) – 75 points	100
2.7	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 – 65 points Fairly clear presentation with some elements of logical and realistic planning (minimum requirement) – 50 points	65
Total Part 2		300

Technical Proposal Evaluation, Form 3		Points Obtainable
Key Personnel		
3.1	Team Leader	Sub-Score
	At least 5 years' experience in polling and conducting surveys – 15 points (minimum requirement)	20
	More than 5 years' experience in polling and survey – 20 points	
	Experience of management at least 3 similar size nationwide surveys using GPS, STATA and/SPSS software -20 points (minimum requirement)	20
		40
3.2	Key expert in sampling	Sub-Score
	At least 5 years' experience in sampling and questionnaire design – 30 points (minimum requirements)	40
	More than 5 years' experience in sampling and questionnaire design – 40 points	
		40
3.3	Coordinator of the field works (interviewing)	Sub-Score

	At least 5 years' experience in coordination of the surveys' related field works – interviewing process, including GPS identification, face-to-face interviews - 25 points (minimum requirements)	40	
	More than 5 years' experience in coordination of the surveys' related field works – interviewing process, including GPS identification, face-to-face interviews – 40 points		
			40
3.4	Coordination for the database formation	Sub-Score	
	At least 5 years' experience in formation of similar size database including quality check tools - 25 points (minimum requirements)		
	More than 5 years' experience in formation of similar size database including quality check tools – 40 points	40	
			40
3.5	Expert/analyst for data processing	Sub-Score	
	At least 5 years' experience in data processing of similar size - 30 points (minimum requirements)		
	More than 5 years' experience in data processing of similar size – 40 points	40	
			40
Total Part 3			200