

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

NAME & ADDRESS OF FIRM	DATE: December 4, 2015
	REFERENCE: Sustainable Management of Pastures in Georgia to Demonstrate Climate Change Mitigation and Adaptation Benefits and Dividends for Local Communities (ID: 00084937)

Dear Sir / Madam:

We kindly request you to submit your Proposal for Support the implementation of sustainable pasture management plan for Vashlovani National Park.

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

Signed and stamped proposals must be submitted in sealed and stamped envelopes. Proposals must be submitted on or before Tuesday, December 15, 2015 18:00 via courier mail to the address below:

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

lia.tergiashvili@undp.org

Your Proposal must be expressed in English (Supporting Documents available only in Georgian can be submitted in Georgian), 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,



Tornike Phulariani
Project Manager
12/4/2015

Description of Requirements

Context of the Requirement	<p><i>The project has developed the sustainable pasture management plan for Vashlovani National Park, which should be a guiding document for all stakeholders in coming years. The main purposes of the plan could be summed up as following:</i></p> <p><i>a) to ensure, that all stakeholders are well aware of their roles. One of the main beneficiaries of the plan are Tush shepherds, who have been using these territories for winter pastures many generations. Therefore, it is important, to support their active involvement in implementation of the plan,</i></p> <p><i>b) to ensure long-term joint management of the pastures by all stakeholders, including pasture monitoring, pilot sites rehabilitation, other active management measures</i></p> <p><i>c) to ensure capacity development of all relevant stakeholders on pasture conditions and modern approaches to its monitoring.</i></p> <p><i>The selected organization will support all stakeholders in proper implementation of sustainable pasture management plan.</i></p>
Implementing Partner of UNDP	Agency of Protected Areas (Ministry of Environment and Natural Resources Protection)
Brief Description of the Required Services	<p>The selected organization is expected to support the implementation of sustainable pasture management plan for Vashlovani National Park.</p> <p><i>For further details please refer to detailed Terms of Reference (Annex 4)</i></p>
List and Description of Expected Outputs to be Delivered	<p>The selected contractor will be responsible for undertaking following tasks:</p> <ol style="list-style-type: none"> 1. Conduct Pasture Monitoring for 2016; 2. Conduct pasture rehabilitation phase for spring season 2016; 3. Support of Association Tush shepherd; 4. Ensure launching of active management measures for pastures; 5. Conduct awareness raising campaign and Popularization of pasture monitoring methodology; <p><i>For further details please refer to detailed Terms of Reference (Annex 4)</i></p>
Person to Supervise the Work/Performance of the Service Provider	<p>Energy and Environment Team Leader , UNDP Georgia</p> <p>“Sustainable Management of Pastures in Georgia to Demonstrate Climate Change Mitigation and Adaptation Benefits and Dividends for Local Communities” –Project Manager, UNDP Georgia</p>
Frequency of Reporting	<i>Monthly</i>
Location of work	Dedoplistkaro, Georgia - Vashlovani Protected Areas
Expected duration of work	<p>12 Months (21.12.2015 – 18.12.2016)</p> <p><i>For further details please refer to Time scale in detailed Terms of Reference (Annex 4)</i></p>
Target start date	21.12.2015
Latest completion date	18.12.2016

Travels Expected	<table border="1"> <thead> <tr> <th>Destination/s</th><th>Estimated Duration</th><th>Brief Description of Purpose of the Travel</th><th>Target Date/s</th></tr> </thead> <tbody> <tr> <td>Dedoplistskaro Municipality, with possible travel to Vashlovani Protected Areas and Akhmeta Municipality</td><td>Up to 4 months</td><td>Field work and focus group discussions</td><td>21.12.2015 – 18.12.2016</td></tr> </tbody> </table>				Destination/s	Estimated Duration	Brief Description of Purpose of the Travel	Target Date/s	Dedoplistskaro Municipality, with possible travel to Vashlovani Protected Areas and Akhmeta Municipality	Up to 4 months	Field work and focus group discussions	21.12.2015 – 18.12.2016
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Dedoplistskaro Municipality, with possible travel to Vashlovani Protected Areas and Akhmeta Municipality	Up to 4 months	Field work and focus group discussions	21.12.2015 – 18.12.2016									
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 <i>For further details please refer to detailed Terms of Reference(Annex 4)</i>											
Currency of Proposal	<input checked="" type="checkbox"/> United States Dollars (Payment to local companies will be made in GEL according the UN Official rate of exchange at the date of payment).											
Value Added Tax on Price Proposal	<input checked="" type="checkbox"/> must be exclusive of VAT and other applicable indirect taxes											
Validity Period of Proposals <i>(Counting for the last day of submission of quotes)</i>	<input checked="" type="checkbox"/> 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	Condition for Payment Release
	Detailed schedule of activities with timelines for 2016	20%	December 26 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.
	Report on Pasture rehabilitation activities; Monthly reports on activities already carried out and planned Report on a scheme developed for implementation of active management measures and its application; (to be verified by the association)	20%	May 20 2016	
	Report on awareness raising campaign	30%	October 20 2016	
	Overall Report on support provided to Association Tush shepherds (to be verified by the association)	30%	December 1 2016	
Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment	Energy and Environment Team Leader , UNDP Georgia; “Sustainable Management of Pastures in Georgia to Demonstrate Climate Change Mitigation and Adaptation Benefits and Dividends For Local Communities” –Project Manager, UNDP Georgia.			
Type of Contract to be Signed	<input checked="" type="checkbox"/> Contract for Professional Services			
Criteria for Contract Award	<input checked="" type="checkbox"/> Lowest Price Quote among technically responsive offers <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	<u>Technical Proposal (70%)</u> <input checked="" type="checkbox"/> Expertise of the Firm 20% <input checked="" type="checkbox"/> Methodology, Its Appropriateness to the Condition and Timeliness of the Implementation Plan 25% <input checked="" type="checkbox"/> Management Structure and Qualification of Key Personnel 25% <u>Financial Proposal (30%)</u> To be computed as a ratio of the Proposal’s offer to the lowest price among the proposals received by UNDP.			

	<p><i>For further details please refer to Technical Proposal Evaluation Form (Annex 5)</i></p> <p><i>The technical proposal is evaluated on the basis of its responsiveness to the Term of Reference (TOR) and scoring is allocated in accordance with the Annex V. 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.</i></p>
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><i>Lika Tergiashvili</i> <i>Project Administrative and Financial Assistant</i> <i>Lia.tergiashvili@undp.org</i></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)

[insert: Location]

[insert: Date]

To: Lika Tergiashvili

UNDP Georgia, UNDP Project - "Sustainable Management of Pastures in Georgia to Demonstrate Climate Change Mitigation and Adaptation Benefits and Dividends for Local Communities"

9 Eristavi Street (UN House)

Tbilisi 0179

Dear Sir/Madam:

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

A. Qualifications of the Service Provider

The Service Provider must have:

- Min. 10 years of experience in Environment Protection sector;
- Min. 8 years of experience in natural resources management or biodiversity conservation;
- Min. 5 years of experience in awareness raising;
- Min. 3 years of experience in pasture monitoring or management;
- At least 5 years' experience of implementing projects in environmental sector;
- Previous experience of implementing projects in the Project study area;

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:

- Profile – describing the nature of business, field of expertise;
- Business Licenses – Tax Payment Certification, etc.
- Letter certifying that no debt towards budget exists
- An extract from the Entrepreneurial Register;
- A letter from Bank on financial turnover during the last 2 years;
- Detailed Bank Requisites;
- Company Qualification record (Track Record) – list of clients for similar services as those required by UNDP, indicating description of contract scope, contract duration, contract value, contact references (Proven knowledge of the target area will be an asset);
- At least 2 letters of recommendation from previous contract providers. (Reference from international organization will be an asset);
- CVs demonstrating qualifications of personnel;
- Written confirmation from each personnel that they are available for the entire duration of the contract

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

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

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

Service Provider must provide:

a) Names and qualifications of the key personnel:

At a minimum:

- (1) Team Leader with minimum of 5 years' experience and knowledge of the required field and experience in organizing surveys/studies;*
- (2) Awareness raising specialist with at least 3 years of experience;*
- (3) Pasture specialist with min 3 years of experience in similar tasks;*
- (4) The other professional team if deemed appropriate by the contractor to fulfill the requirements as spelled out in this RFP. (Note: It is possible to combine several expert functions within one individual, provided that the candidate fully meets all needed qualifications).*

b) CVs demonstrating qualifications must be submitted;

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

D. Cost Breakdown per Deliverable*

	Deliverables [list them as referred to in the RFP]	Percentage of Total Price (Weight for payment)	Price (Lump Sum, All Inclusive)
1	Detailed schedule of activities with timelines for 2016	20%	
2	Report on Pasture rehabilitation activities; Monthly reports on activities already carried out and planned Report on a scheme developed for implementation of active management measures and its application; (to be verified by the association)	20%	
3	Report on awareness raising campaign	30%	
4	Overall Report on support provided to Association Tush shepherds (to be verified by the association)	30%	
	Total	100 %	

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

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

Description of Activity	Remuneration per day	Total Period of Engagement	No. of Personnel	Total Rate
I. Personnel Services				
1. Team Leader				
2. Awareness raising specialist				
3. Pasture specialist				
4. Other team member				

II. Out of Pocket Expenses				
1. Travel Costs				
6. Others				
III. Other Related Costs				

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

General Terms and Conditions for Services

1.0 LEGAL STATUS:

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

2.0 SOURCE OF INSTRUCTIONS:

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

3.0 CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES:

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

4.0 ASSIGNMENT:

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

5.0 SUB-CONTRACTING:

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

6.0 OFFICIALS NOT TO BENEFIT:

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

7.0 INDEMNIFICATION:

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

products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.

8.0 INSURANCE AND LIABILITIES TO THIRD PARTIES:

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

9.0 ENCUMBRANCES/LIENS:

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

10.0 TITLE TO EQUIPMENT:

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

11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

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

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

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

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

13.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:

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

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

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

14.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

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

15.0 TERMINATION

- 15.1** Either party may terminate this Contract for cause, in whole or in part, upon thirty (30) days' notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16.2 ("Arbitration"), below, shall not be deemed a termination of this Contract.
- 15.2** UNDP reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case UNDP shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.

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

16.0 SETTLEMENT OF DISPUTES

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

17.0 PRIVILEGES AND IMMUNITIES:

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

18.0 TAX EXEMPTION

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

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

19.0 CHILD LABOUR

- 19.1** The Contractor represents and warrants that neither it, nor any of its suppliers is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical mental, spiritual, moral or social development.
- 19.2** Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, at no cost to UNDP.

20.0 MINES:

- 20.1** The Contractor represents and warrants that neither it nor any of its suppliers is actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.
- 20.2** Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind of UNDP.

21.0 OBSERVANCE OF THE LAW:

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

22.0 SEXUAL EXPLOITATION:

- 22.1** The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all appropriate measures to prohibit its employees or other persons engaged by it from, exchanging any money, goods, services, offers of employment or other things of value, for sexual favors or activities, or from engaging in any sexual activities that are exploitive or degrading to any person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle UNDP to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

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

23.0 AUTHORITY TO MODIFY:

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

Terms of Reference

Provision of Services for “Support the implementation of sustainable pasture management plan for Vashlovani National Park”

For the UNDP Project: “Sustainable Management of Pastures in Georgia to Demonstrate Climate Change Mitigation and Adaptation Benefits and Dividends for Local Communities”

1. Background:

In 2013, UNDP with financial support of EU started the project “Sustainable Management of Pastures in Georgia to Demonstrate Climate Change Mitigation and Adaptation Benefits and Dividends for Local Communities”, which aims at the rehabilitation of pasturelands and the introduction of sustainable grazing practices in Georgia. The project will achieve this through various activities conducted to rehabilitate the pastures that are degraded and in encouraging, through awareness raising activities and introduction of different land use practices, cattle breeders and other land users of the Vashlovani pasturelands to use the pasture areas sustainably. The project targets the pastures located in the Vashlovani Protected Areas (VPAs) (total area 35,053.7 ha) and their vicinity, which is mostly used by Tush transhumant shepherds as winter pastures.

The project has developed the sustainable pasture management plan for Vashlovani National Park, which should be a guiding document for all stakeholders in coming years. The main purposes of the plan could be summed up as following: a) to ensure, that all stakeholders are well aware of their roles. One of the main beneficiaries of the plan are Tush shepherds, who have been using these territories for winter pastures many generations. Therefore, it is important, to support their active involvement in implementation of the plan, b) to ensure long-term joint management of the pastures by all stakeholders, including pasture monitoring, pilot sites rehabilitation, other active management measures c) to ensure capacity development of all relevant stakeholders on pasture conditions and modern approaches to its monitoring.

Coming from all abovementioned, it is crucially important to support all stakeholders in proper implementation of sustainable pasture management plan.

2. Scope of Services, Expected Outputs and Target Completion:

The aim of the activity is to support the implementation of sustainable pasture management plan for the pastures located in Vashlovani National Park.

The selected contractor will be responsible for undertaking following tasks:

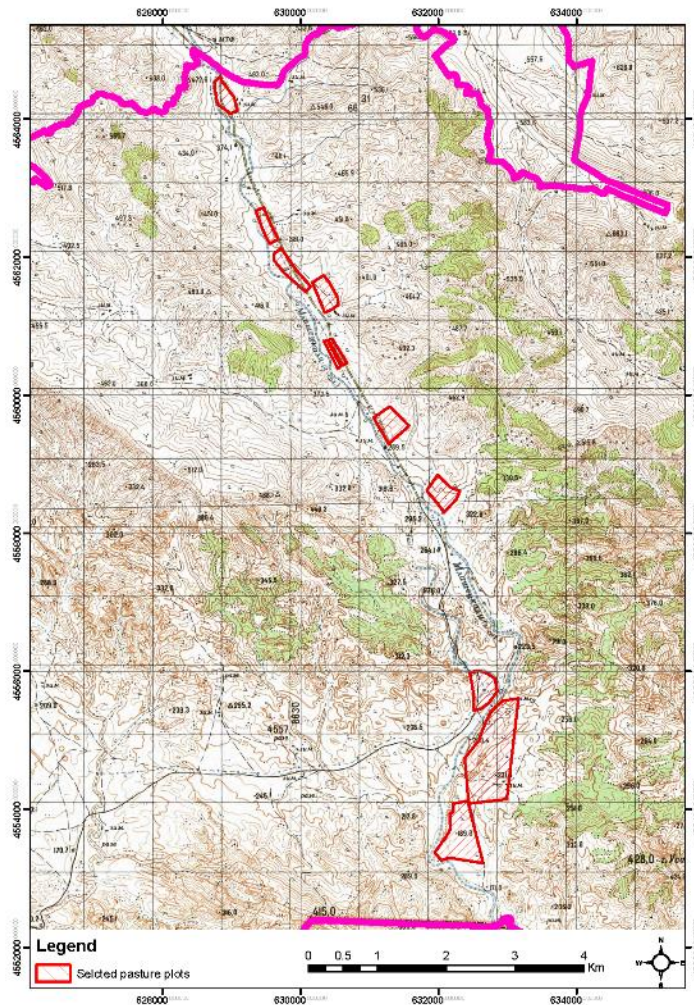
1. Conduct Pasture Monitoring for 2016;
2. Conduct pasture rehabilitation phase for spring season 2016;
3. Support of Association Tush shepherd;
4. Ensure launching of active management measures for pastures;
5. Conduct awareness raising campaign and Popularization of pasture monitoring methodology;

The selected organization/entity shall build upon existing experience and studies carried out by the project and implement following specific activities:

1. Pasture Monitoring for 2016:
 - a) Conduct pasture monitoring for the year 2016 using the “Monitoring Manual for Winter Pastures in the Transcaucasus” (Jonathan Etzold, Tubukhanim Gasimzade, Aferin Hasanova, Regina Neudert, and Michael Rühs, under supervision of Garib Sh. Mammadov. 2014

- Volkswagen Foundation Programme Middle Asia and Caucasus, GIZ). This methodology has already been applied for pastures monitoring in Vashlovani National Park in 2015.
- b) Prepare data software and guideline for application of the methodology (the software should be compatible for PC as well as other electronic devices such as tablets, smartphones etc). This software should be based on Microsoft Access.
 - c) Presentation of the results and preliminary conclusions of the two year monitoring (2015-2016) to stakeholders (the monitoring in 2015 was carried out by NGO NACRES and the results will be provided by the project on a later stage)
2. Conduct pasture rehabilitation phase for spring season 2016:
- a) Conduct two phases of pilot rehabilitation activities (soil fertilization) on the same sites in Vashlovani National Park, where activities were carried out in autumn 2015 (please see map below).

Locations of pasture plots to be fertilized within the Vashlovani National Park are shown on the map (Map 1). The plots are located along the migratory Route within Vashlovani National Park (starting from the central entrance of the park) and along the river Mlashetskali (Total area 200 ha)



- b) The fertilization on pilot 200 ha-s should be carried out using the machinery owned by Tush shepherds Association;
- c) The following are the Requirements for liquid organic fertilizer:

Type	water-soluble liquid organic fertilizer
pH of organic fertilizer	Less or equal to 7

Organic matter content	Not less than 60%
Fertilizer application rate	3 litres per hectare
Total spraying volume (final working solution after dilution in water)	400 litres per hectare

3. Support of Association Tush shepherd:
 - a) Association capacity building on following topics: fundraising, proposal writing, project management, climate change, protected areas, sustainable pasture management etc.
 - b) Support to the preparation of organizational development strategy.
4. Ensure launching of active management measures for pastures through developing relevant scheme and helping association “Tush Shepherd” in its application:
 - a) Ensure application of active management measures in line with sustainable pasture management plan for Vashlovani Protected Areas (such as soil fertility increase, weed cutting etc);
 - b) Develop a scheme for implementation of active management measures;
 - c) Ensure capacity building of Association via trainings and supervision for proper exploitation and maintenance of the machinery (agricultural machinery – 50hp tractor, mulcher and sprayer is already purchased by UNDP project and owned by Association) in the future;
 - d) Support of association in mobilization of local stakeholders for application of management measures;
5. Awareness raising campaign for relevant target audience and popularization of pasture monitoring methodology:
 - a) Dissemination of the information on pasture conditions to main stakeholders and target audience, such as: Agency of Protected Areas of Georgia, Vashlovani Protected Areas Administration, Local authorities (Akhmeta and Dedoplistskaro municipalities), Association “Tush Shepherd”, Pasture users – shepherds, sheep owners etc;
 - b) Dissemination of information and capacity building on pasture monitoring methods for shepherds (application of simplified methodology on Grazing Response Index calculation)
 - c) Dissemination of information and capacity building on pasture monitoring methods for decision makers (application of “Monitoring Manual for Winter Pastures in the Transcaucasus”, GIZ, 2014).

3. Institutional Arrangement:

The service provider will be directly supervised by UNDP Georgia through its Project: “Sustainable management of pastures in Georgia to demonstrate climate change mitigation and adaptation benefits and dividends for local communities”. Service provider should prepare progress reports for each monitoring reflecting, corresponding with schedule of activities, progress achieved as well as challenges along the implementation process.

4. Time Scale:

Expected Duration of the suggested consultancy is up to 12 months starting no later than 18th of December 2015. Detailed schedule of the activities, with timelines and required resources should be submitted by Offerors.

5. Location of Work:

The activity shall cover the following territory: Vashlovani Protected Areas, Dedoplistskaro Region; Villages Zemo and Kvemo Alvani, Akhmeta Region.

6. Deliverables:

The contractor will work under the general guidance and supervision of UNDP CO in Georgia through the Project Manager and should furnish UNDP with:

Technical Reports/products:

1. Detailed schedule of activities with timelines for 2016;
2. Report on Pasture rehabilitation activities;
3. Monthly reports on activities already carried out and planned
4. Report on a scheme developed for implementation of active management measures and its application; (to be verified by the association)
5. Report on awareness raising campaign;
6. Overall Report on support provided to Association Tush shepherds (to be verified by the association)

The reports/products should be submitted in both English and Georgian

7. Qualifications and Experience

The Contractor should be experienced in implementing projects in environmental sector, experienced in implementing projects in the region.

More specifically the offeror should be in compliance with following criteria:

- Min. 10 years of experience in Environment Protection sector;
- Min. 8 years of experience in natural resources management or biodiversity conservation;
- Min. 5 years of experience in awareness raising;
- Min. 3 years of experience in pasture monitoring or management;
- At least 5 years' experience of implementing projects in environmental sector;
- Previous experience of implementing projects in the Project study area;
- Qualified and experienced team consisting of at a minimum: (1) Team Leader with minimum of 5 years' experience and knowledge of the required field and experience in organizing surveys/studies; (2) Awareness raising specialist with at least 3 years of experience; (3) Pasture specialist with min 3 years of experience in similar tasks; (4) The other professional team if deemed appropriate by the contractor to fulfill the requirements as spelled out in this RFP. (Note: It is possible to combine several expert functions within one individual, provided that the candidate fully meets all needed qualifications).

Documents to be submitted:

- Profile – describing the nature of business, field of expertise;
- Business Licenses – Tax Payment Certification, etc.
- Letter certifying that no debt towards budget exists
- An extract from the Entrepreneurial Register;
- A letter from Bank on financial turnover during the last 2 years;
- Detailed Bank Requisites;
- Company Qualification record (Track Record) – list of clients for similar services as those required by UNDP, indicating description of contract scope, contract duration, contract value, contact references (Proven knowledge of the target area will be an asset);
- At least 2 letters of recommendation from previous contract providers. (Reference from international organization will be an asset);

- CVs demonstrating qualifications of personnel;
- Written confirmation from each personnel that they are available for the entire duration of the contract.

8. Payment modality and Schedule:

Successful company will be paid in four installments upon satisfactory accomplishment of each of the above-mentioned phase and according to the following scheme:

First installment: 20% of total contract value upon submission to and acceptance by UNDP Georgia a Detailed schedule of activities with timelines for 2016;

Second installment: 20% of total contract value upon conducting pastures rehabilitation activities on pilot sites (due by end of May 2016)

Third installment: 30% of total contract value upon submission of the report on awareness raising campaign;

Fourth installment: 30% of total contract value upon submission of Overall Report on support provided to Association Tush shepherd, in implementation of sustainable pasture management plan.

Note: The Contractor will be responsible for all logistic issues connected to the implementation of tasks.

9. Criteria for Selecting the Best Offer

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.

The award will be done using the lowest price method – where the award will be made to the qualified/responsive individual who offered the lowest price.

Annex V

Technical Proposal Evaluation Form

Technical Proposal	70%	Max Points Obtainable
Expertise of the Firm	47%	470
Min. 10 years of experience in Environment Protection sector (min. requirement)	8%	80
Min. 8 years of experience in natural resources management or biodiversity conservation; (min. requirement)	8%	80
Min. 5 years of experience in awareness raising (min. requirement)	8%	80
Min. 3 years of experience in pasture monitoring or management (min. requirement)	8%	80
At least 5 years' experience of implementing projects in environmental sector	8%	80
Previous experience of implementing projects in the Project study area (min. requirement)	5%	50
At least two letters of recommendation from previous contract providers (min. requirement)	2%	20
Total:		470
Methodology, Its Appropriateness to the Condition and Timeliness of the Implementation Plan	13%	130
Does the Offeror fully understand the task?/Is the scope of task well defined and does it correspond to the TOR?	5%	50
<i>Full Understanding -50</i>		
<i>Fair Understanding (min. requirement) -10</i>		
Appropriateness of the methodology to the condition	5%	50
<i>Comprehensive and systematic methodology -50</i>		
<i>Fairly appropriate methodology (min. requirement) -10</i>		
Timeliness of the implementation plan	3%	30
<i>Completely appropriate -30</i>		
<i>Fairly appropriate (min. requirement) -5</i>		
Total:		130
Management Structure and Qualification of Key Personnel	10%	100
Team Leader with minimum of 5 years' experience and knowledge of the required field and experience in organizing surveys/studies (<i>min. requirement</i>)	5%	50
Awareness raising specialist with at least 3 years of experience (<i>min. requirement</i>)	2%	20

Pasture specialist with min 3 years of experience in similar tasks (<i>min. requirement</i>)	2%	20
The other professional team if deemed appropriate by the contractor to fulfill the requirements as spelled out in this RFP	1%	10
<i>No other professional team -1</i>		
<i>Other professional team -10</i>		
Total:		100
Maximum Total Technical	70%	700
Minimum Technical points needed		595
Financial Proposal	30%	300
Budget Proposals		
To be computed as a ration of the Proposal's Offer to the lowest price among the proposals received by UNDP	30%	300
Total:	100%	1000