



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

NAME & ADDRESS OF FIRM	DATE: 7 October, 2016
	REFERENCE: Deepening linkages between formal/non-formal VET system and the labour market needs in the context of lifelong learning in Georgia

Dear Sir / Madam:

We kindly request you to submit your Proposal for **Piloting employment schemes based on vocational training/retraining.**

**LOT 1 - Piloting employment schemes based on vocational training/retraining in Samegrelo-Zemo Svaneti**

**LOT 2 - Piloting employment schemes based on vocational training/retraining in Shida Kartli.**

The companies may submit their proposals on both or per each lot.

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

Proposals may be submitted on or before **24 October, 2016** and courier mail to the address below:

**United Nations Development Programme**

UN House, 9 Eristavi str. Tbilisi 0179, Georgia.

Attention: George Nanobashvili, Economic Development Team Leader

george.nanobashvili@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](http://www.un.org/depts/ptd/pdf/conduct_english.pdf)

**Thank you and we look forward to receiving your Proposal.**

**Sincerely yours,**



**Revaz Sakvarelidze**  
**Project Manager**

**7/10/2016**

## Description of Requirements

Context of the Requirement	<p>The project has been launched in November 2015. The proposed project <b>addresses the mismatch between the vocational education and labour market needs within a broader lifelong learning context in Georgia</b>. The <b>Overall Objective of the project is improving the labour market responsiveness of the formal and non-formal VET system and promoting the lifelong learning process in Georgia</b>.</p> <p>The project will concentrate on two specific objectives that target continuous improvement of the capacity and quality of formal VET education on one hand, and introduction and recognition of non-formal learning in the VET sphere on the other. The action will be implemented at both the national level (for conceptual work in the field of non-formal VET education) and regional level (in selected pilot regions - mountainous areas of Samegrelo and Svaneti, and conflict-affected areas in Shida Kartli).</p> <p><b>Objective “Non-formal VET learning is introduced and recognized in Georgia”</b> aims at the introduction of life-long learning opportunities for adults in the VET segment through the provision of non-formal learning. The activities carried out under this objective should result in established non-formal learning opportunities for adult population in VET, and in higher skills and productivity of workers in professions.</p> <p><b>The overall objective</b> of this project is improving the labour market responsiveness of the formal and non-formal VET system and promoting the lifelong learning process in Georgia. The relevance of the proposed action to the expected results under call is demonstrated by the expected results of the proposed objectives and activities, i.e. the increased employability and productivity of VET students (in both formal and non-formal learning systems). The increased employability reduces frictions of transition from training to employment, increases employment rate and reduces unemployment or underemployment. The increased productivity improves the quality of worker-job matches, raises the wage or income derived from self-employment. All these contribute towards reducing poverty and enhancing social cohesion. The activities will cover piloting the schemes for VET-based retraining of adults and developing the related organizational approach and policy. Limited capacities of national employment service of Georgia presents to be obstacle for large scale implementation of several of measures in labour market policies. One of the solutions for this problem is outsourcing of active labour market measures to increase the accessibility of VET services of various market operators: individual providers, educational facilities, non-governmental</p>
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	<p>organizations and etc. Therefore, this activity will ensure connection between employer service, service (training) provider and employer. The strength of this scheme is that it is oriented on employers demand and can reflect linked with labour market.</p> <p>Proposal Title: <b>Piloting employment schemes based on vocational training/retraining</b></p>
Brief Description of the Required Services	<i>For further details please refer to detailed Terms of Reference (Annex 4).</i>
List and Description of Expected Outputs to be Delivered	<p><i>The Service Provider is Expected to ensure achieving the following results:</i></p> <ul style="list-style-type: none"> <li>• The Ministry of Labour, Health and Social Affairs of Georgia and Social Service Agency will use alternative piloted mechanism for provision of qualified labour force to labour market, which considers implementation of individual and institutional framework for employment.</li> <li>• Service provider in 2 regions will implement employment schemes that are based on vocational training/retraining;</li> <li>• The job seekers will benefit with access to practical and theoretical knowledge and skills in demanded vocations of labour market and will receive certificates.</li> </ul> <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	Economic Development Team Leader
Frequency of Reporting	<p>Once in every two months.</p> <p><i>For details please refer to detailed Terms of Reference (Annex 4)</i></p>
Progress Reporting Requirements	<p>The Service Provider should provide UNDP with the following reports:</p> <ul style="list-style-type: none"> <li>• Activity reports (5 reports per each activity indicated in the section 'C' of this ToR). Each report should include the progress per activities and sub-activities listed in the ToR indicating progress toward achievement of the relevant deliverables;</li> <li>• Final report covering the results on developing the outputs.</li> </ul>
Location of work	<ul style="list-style-type: none"> <li>• <b>LOT 1</b> - Samegrelo-Zemo Svaneti</li> <li>• <b>LOT 2</b> - Shida Kartli.</li> </ul>
Expected duration of work	50 weeks
Target start date	14 November, 2016
Latest completion date	31 October, 2017
Implementation Schedule indicating breakdown and timing of activities/sub-activities	<input type="checkbox"/> <b>Required</b>

Names and curriculum vitae of individuals who will be involved in completing the services	<input type="checkbox"/> <b>Required</b>																								
Currency of Proposal	<input type="checkbox"/> <b>Local Currency – GEL (Georgian Lari)</b>																								
Value Added Tax on Price Proposal	<input 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 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 type="checkbox"/> The companies are encouraged to submit their proposals on both lots or per each lot.																								
Payment Terms	<table border="1"> <thead> <tr> <th>Outputs</th> <th>Percentage</th> <th>Timing</th> <th>Condition for Payment Release</th> </tr> </thead> <tbody> <tr> <td><b>Deliverable 1</b> • Progress Report #1</td> <td>9%</td> <td>15 December, 2016</td> <td rowspan="5">           Within thirty (30) days from the date of meeting the following conditions:            a) UNDP's written acceptance (i.e., not mere receipt) of the quality of the outputs; and            b) Receipt of invoice from the Service Provider.         </td> </tr> <tr> <td><b>Deliverable 2</b> • Progress Report #2</td> <td>12%</td> <td>15 March, 2017</td> </tr> <tr> <td><b>Deliverable 3</b> • Progress Report #3</td> <td>24%</td> <td>15 June, 2017</td> </tr> <tr> <td><b>Deliverable 4</b> • Progress Report #4</td> <td>40%</td> <td>15 September 2017</td> </tr> <tr> <td><b>Deliverable 5</b> • Final Report</td> <td>15%</td> <td>31 October, 2017</td> </tr> </tbody> </table>	Outputs	Percentage	Timing	Condition for Payment Release	<b>Deliverable 1</b> • Progress Report #1	9%	15 December, 2016	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.	<b>Deliverable 2</b> • Progress Report #2	12%	15 March, 2017	<b>Deliverable 3</b> • Progress Report #3	24%	15 June, 2017	<b>Deliverable 4</b> • Progress Report #4	40%	15 September 2017	<b>Deliverable 5</b> • Final Report	15%	31 October, 2017				
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Person(s) to review/ inspect/ approve outputs/ completed services and authorize the disbursement of payment	Economic Development Team Leader  Project Manager																								
Type of Contract to be Signed	<input type="checkbox"/> Contract for Professional Services																								
Criteria for Contract Award	<input type="checkbox"/> Highest Combined Score (based on the 70% technical offer and 30% price weight distribution)  <input 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><b><u>Technical Proposal (70%)</u></b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Expertise of the Firm (25%)</li> <li><input type="checkbox"/> Methodology, Its Appropriateness to the Condition and Timeliness of the Implementation Plan (25%)</li> <li><input type="checkbox"/> Management Structure and Qualification of Key Personnel (20%)</li> </ul> <p><b><u>Financial Proposal (30%)</u></b></p> <p>To be computed as a ratio of the Proposal's offer to the lowest price among the proposals received by UNDP.</p>
UNDP will award the contract to:	<input type="checkbox"/> One and only one Service Provider
Annexes to this RFP	<ul style="list-style-type: none"> <li><input type="checkbox"/> Form for Submission of Proposal (Annex 2)</li> <li><input type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 3)</li> <li><input type="checkbox"/> Detailed TOR (Annex 4)</li> <li><input type="checkbox"/> Technical Proposal Evaluation Form (Annex 5)</li> </ul>
<p>Contact Person for Inquiries</p> <p>(Written inquiries only)</p>	<p><i>Economic Development Team Leader</i>  <i>George.Nanobashvili@undp.org</i></p> <p><i>Project Manager</i>  <i>Revaz Sakvarelidze</i>  <i>Revaz.sakvarelidze@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 PROPOSAL

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

[insert: Location].

[insert: Date]

To: [insert: Name and Address of UNDP focal point]

Dear Sir/Madam:

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

### A. Qualifications of the Service Provider

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

- a) *Profile – describing the nature of business, field of expertise, licenses, certifications, accreditations. The company should have the following qualifications.*
- b) *Track Record and Experience: list of clients indicating name of project client, contract value, period of activity, times of activities undertaken date completed and references:*
  - *At least 5 years' work experience in implementing projects in employment field (minimum requirement).*
  - *At least 3 implemented projects in employment field (minimum requirement).*
  - *Experience of implementing at least 2 project in selected region (minimum requirement).*
  - *At least 2 letters of recommendation from previous top 2 clients within last 3 years (minimum requirement).*
  - *Track Record and Experience: list of clients indicating name of project client, contract value, period of activity, times of activities undertaken date completed and references.*
- c) *Good tax payment record, certified by the Tax Registration/Payment Certificate issued by the Internal Revenue Authority evidencing 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).*
- 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.*

### B. Proposed Methodology for the Completion of Services

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

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

## C. Qualifications of Key Personnel

*The Service Provider must demonstrate:*

- *Availability of professional staff, certified by CVs demonstrating qualifications of the key personnel that will perform the services requested in Terms of Reference (TOR).*
- *Staff: the qualified proposer should provide the composition of the management team, experts and other staff which the bidder deems is necessary for timely and successful implementation of the activities indicated in the section 'C' of the ToR.*

***The Provider should engage Team Leader who should comply with the following criteria:***

- *At least 3 years' working experience in management of employment field related projects (minimum requirement).*
- *Minimum of 3 years' experience in management of implementation of the projects on implementing training programs (minimum requirement).*
- *Experience of working in projects implemented by or for International Organization and Entities is an asset.*

***Experts' team: the Proposer should engage maximum 3 (three) types of Senior Experts for the following professions:***

- *Senior Expert (Cooperation with labour market institutions)*
- *Senior Expert (Career planning and professional orientation)*
- *Senior Expert (Vocational education).*

***Senior Expert (to cooperate with labour market institutions) should be compliant with the following criteria:***

- *At least 3 years of working experience in employment sphere (minimum requirement);*
- *Hands on 3 years' working experience in cooperation with labour market institutions (minimum requirement).*

***Senior Expert (in carrier planning and professional orientation) should be compliant with the following criteria:***

- *At least 3 years of working experience in employment or professional orientation/carrier planning sphere (minimum requirement);*
- *Hands on 3 years' working experience in adult skills identification and their training (Resume writing, carrier planning and professional orientation) (minimum requirement).*

***Senior Expert (Vocational Education) should be compliant with the following criteria:***

- *At least 3 years working experience in Vocational Education (minimum requirement);*
- *Hands on 3 years' working experience of developing the Vocational teaching/training programs and their implementation (minimum requirement).*

*The Provider should provide written confirmation from each personnel that they are available for the entire duration of the contract.*



**D. Cost Breakdown per Deliverable\* - I LOT**

	<b>Deliverables</b>	<b>Percentage of Total Price (Weight for payment)</b>	<b>Price (Lump Sum, All Inclusive)</b>
<b>1</b>	<b>Progress Report #1:</b> <ul style="list-style-type: none"> <li>• Demanded vocations are identified, based on the analysis of the official data of the labour market of the region;</li> <li>• Demanded vocations are identified based on vacancies of the employers in the region.</li> <li>• Based on profile template, interviewing and assessing (by testing) general skills there are 65 program participants identified</li> </ul>	9%	
<b>2</b>	<b>Progress report #2</b> <ul style="list-style-type: none"> <li>• Demanded vocations are identified based on vacancies of the employers in the region.</li> <li>• Based on profile template, interviewing and assessing (by testing) general skills there are 65 program participants identified</li> <li>• There are 65 program participants trained and consulted in carrier planning and professional orientation</li> </ul>	12%	
<b>3</b>	<b>Progress report #3</b> <ul style="list-style-type: none"> <li>• There are 65 program participants trained and consulted in carrier planning and professional orientation</li> <li>• In accordance to labour market needs there vocational training/retraining programs are developed</li> <li>• There are individual plans developed for at least 115 program participants</li> <li>• There are at least 5 program participants employed without going through vocational training/retraining</li> </ul>	24%	
	<b>Progress report #4</b> <ul style="list-style-type: none"> <li>• There are vocational training/retraining courses conducted in demanded vocations at the labour market – At least 50 graduates of vocational training/retraining courses are certified</li> <li>• Certified graduates, whose professional skills were validated, is at least 47.</li> </ul>	40%	
	<b>Progress report #5</b> <ul style="list-style-type: none"> <li>• There are vocational training/retraining courses conducted in demanded vocations at the labour market – At least 50 graduates of vocational training/retraining courses are certified</li> <li>• Certified graduates, whose professional skills were validated, is at least 48.</li> <li>• Employed course graduates are at least 50.</li> </ul>	15%	
	<b>Total</b>	<b>100%</b>	

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

**E. Cost Breakdown per Deliverable\* - II LOT**

	<b>Deliverables</b>	<b>Percentage of Total Price (Weight for payment)</b>	<b>Price (Lump Sum, All Inclusive)</b>
<b>1</b>	<b>Progress Report #1:</b> <ul style="list-style-type: none"> <li>• Demanded vocations are identified, based on the analysis of the official data of the labour market of the region;</li> <li>• Demanded vocations are identified based on vacancies of the employers in the region.</li> <li>• Based on profile template, interviewing and assessing (by testing) general skills there are 40 program participants identified</li> </ul>	9%	
<b>2</b>	<b>Progress report #2</b> <ul style="list-style-type: none"> <li>• Demanded vocations are identified based on vacancies of the employers in the region.</li> <li>• Based on profile template, interviewing and assessing (by testing) general skills there are 40 program participants identified</li> <li>• There are 40 program participants trained and consulted in carrier planning and professional orientation.</li> </ul>	12%	
<b>3</b>	<b>Progress report #3</b> <ul style="list-style-type: none"> <li>• There are 40 program participants trained and consulted in carrier planning and professional orientation</li> <li>• In accordance to labour market needs there vocational training/retraining programs are developed</li> <li>• There are individual plans developed for at least 70 program participants</li> <li>• There are at least 3 program participants employed without going through vocational training/retraining.</li> </ul>	24%	
	<b>Progress report #4</b> <ul style="list-style-type: none"> <li>• There are vocational training/retraining courses conducted in demanded vocations at the labour market – At least 30 graduates of vocational training/retraining courses are certified</li> <li>• Certified graduates, whose professional skills were validated, is at least 27.</li> </ul>	40%	
	<b>Progress report #5</b> <ul style="list-style-type: none"> <li>• There are vocational training/retraining courses conducted in demanded vocations at the labour market – At least 30 graduates of vocational training/retraining courses are certified</li> <li>• Certified graduates, whose professional skills were validated, is at least 28.</li> <li>• Employed course graduates are at least 30.</li> </ul>	15%	
	<b>Total</b>	<b>100%</b>	

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

**F. Cost Breakdown by Cost Component: I LOT**

Description of Activity	Remuneration per Unit of Time (days)	Total Period of Engagement, days	No. of Personnel	Total Rate for the Period GEL
<b>I. Personnel Services</b>				
<b>1. Services from Home Office</b>				
Team Leader				
Other staff				
<b>2. Identification of the labour market demands (demanded vocations) in the selected regions</b>				
Senior Expert (Cooperation with labour market institutions)				
Other				
<b>3. Identification of program participants</b>				
Senior Expert (Career planning and professional orientation)				
Other				
<b>4. Program participants training in carrier planning and professional orientation</b>				
Senior Expert (Career planning and professional orientation)				
Other				
<b>5. Development of vocational training/ retraining programs</b>				
Senior Expert (Vocational education)				
Other				
<b>6. Vocational training/retraining of program participants</b>				
Senior Expert (Vocational education)				
Teachers				
Teaching practice supervisor				
Other				
<b>7. Supporting employment of vocational training/retraining course graduates.</b>				
Senior Expert (Cooperation with labour market institutions)				
Other				
<b>II. Other Related Costs (* Please define)</b>				
<b>TOTAL</b>				

## II LOT

Description of Activity	Remuneration per Unit of Time (days)	Total Period of Engagement, days	No. of Personnel	Total Rate for the Period GEL
<b>I. Personnel Services</b>				
<b>1. Services from Home Office</b>				
Team Leader				
Other staff				
<b>2. Identification of the labour market demands (demanded vocations) in the selected regions</b>				
Senior Expert (Cooperation with labour market institutions)				
Other				
<b>3. Identification of program participants</b>				
Senior Expert (Career planning and professional orientation)				
Other				
<b>4. Program participants training in carrier planning and professional orientation</b>				
Senior Expert (Career planning and professional orientation)				
Other				
<b>5. Development of vocational training/ retraining programs</b>				
Senior Expert (Vocational education)				
Other				
<b>6. Vocational training/retraining of program participants</b>				
Senior Expert (Vocational education)				
Teachers				
Teaching practice supervisor				
Other				
<b>7. Supporting employment of vocational training/retraining course graduates.</b>				
Senior Expert (Cooperation with labour market institutions)				
Other				
<b>II. Other Related Costs (* Please define)</b>				
<b>TOTAL</b>				

### 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:
  - 13.2.2.1a** 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 title:** Deepening linkages between formal/non-formal VET system and the labour market needs in the context of lifelong learning in Georgia

**Proposal Title:** Piloting employment schemes based on vocational training/retraining.

**Duty Station:** Samegrelo-Zemo Svaneti (Mestia, Tsalenjikha, Abasha, Martvili, Senaki, Chkorotsku, Zugdidi and Khobi municipality) - I Lot

**Duty Station:** Shida Kartli (Gori, Kaspi, Kareli and Khashuri municipality, Shida Kartli conflict zone - Nikozi, Tkviavi ... community) - II Lot

**Starting Date**– 14 November, 2016

**Completion** – 31 October, 2017

**Duration of Contract** – 50 weeks

### A. Project Description

#### BACKGROUND

The proposed project **addresses the mismatch between the vocational education and labour market needs within a broader lifelong learning context in Georgia.** The **Overall Objective of the project is improving the labour market responsiveness of the formal and non-formal VET system and promoting the lifelong learning process in Georgia.**

The project will concentrate on two specific objectives that target continuous improvement of the capacity and quality of formal VET education on one hand, and introduction and recognition of non-formal learning in the VET sphere on the other. The action will be implemented at both the national level (for conceptual work in the field of non-formal VET education) and regional level (in selected pilot regions - mountainous areas of Samegrelo and Svaneti, and conflict-affected areas in Shida Kartli).

**Objective “Non-formal VET learning is introduced and recognized in Georgia”** aims at the introduction of life-long learning opportunities for adults in the VET segment through the provision of non-formal learning. The activities carried out under this objective should result in established non-formal learning opportunities for adult population in VET, and in higher skills and productivity of workers in professions.

#### THE RATIONALE FOR THE PROJECT, OVERALL GOAL AND STRATEGY

While initiatives to improve the quality and attractiveness of the formal VET in Georgia are of critical importance, it is equally essential to focus the attention on the non-formal VET training in the context of lifelong learning opportunities. The field of non-formal learning remains underdeveloped in Georgia, which holds back the growth of productivity among the Georgian workforce.

In addition to the above-mentioned results, the action should contribute to the more global goals of increasing the attractiveness of VET education in Georgia and to improved transitions from education to labour market. An important aspect of the action is support to public-private partnerships among the VET institutions and private employers in order to achieve sustainability and multiplier effects. Through mobilization of employers the “arrows” should be changed from the current direction VET-to-employer to the future direction employer-to-VET provider.

The action is directly related to the general objective of the SRC by addressing the transition from training to employment through building linkages among VET students/trainees, training providers and employers. It is also directly linked to the global objective of the call by focusing on the synergy between labour market demands and skills and qualifications offered by the VET system. It also seeks to improve the skills and qualifications of VET students and trainees in both formal and non-formal learning environments.

**The overall objective** of this project is improving the labour market responsiveness of the formal and non-formal VET system and promoting the lifelong learning process in Georgia. The relevance of the proposed action to the expected results under call is demonstrated by the expected results of the proposed objectives and activities, i.e. the increased employability and productivity of VET students (in both formal and non-formal learning systems). The increased employability reduces frictions of transition from training to employment, increases employment rate and reduces unemployment or underemployment. The increased productivity improves the quality of worker-job matches, raises the wage or income derived from self-employment. All these contribute towards reducing poverty and enhancing social cohesion.

#### **DESCRIPTION OF THE PROBLEM:**

The activities will cover piloting the schemes for VET-based retraining of adults and developing the related organizational approach and policy. Limited capacities of national employment service of Georgia presents to be obstacle for large scale implementation of several of measures in labour market policies. One of the solutions for this problem is outsourcing of active labour market measures to increase the accessibility of VET services of various market operators: individual providers, educational facilities, non-governmental organizations and etc. Therefore, this activity will ensure connection between employer service, service (training) provider and employer. The strength of this scheme is that it is oriented on employers demand and can reflect linked with labour market.

The present Request for Proposals is designed to select appropriate Service Provider for provision of the following services.

### **B. Scope of Services, Expected Outputs, Activities and Target Completion**

#### **General Description of the Service**

Tender selected service provider should implement employment scheme piloting that is based on vocational training/retraining.

**Main actors and their functions.** The organizational approach has four main actors: job seekers, employment services, training providers and employers. Interactions among these key actors take place in the framework of certain interfaces. The individual interface covers contacts between job seekers and employment services and between job seekers and training providers. The institutional interface is represented by the interactions among

employment services, training providers and employers. Nowadays the main responsibility for contacts with employers and labour market retraining falls on the job seekers.

The strong side of the organizational approach is its focus on employers' demands and tight linkages with labour market. Recommendation for job seeker for employment will be made to employer in case if there is proven assumption that job seeker will remain on the labour market for longer period of time. Service providers will receive financing in accordance to achieved goals and results. The program will provide funds for not only those service, which ensures possibilities to search for new employment, but those, which facilitate labour market employers' successful and longitudinal work.

Immediate provision of services, continuous contact with job seeker and employer is a priority for service provider. Service provider assesses beneficiary (job seeker). It is up to an assessment as to which part of the employment program job seeker will be affiliated.

**Individualized approach.** As it regards to the format and frequency that occurs between beneficiary and service provider will be determined in accordance to plan of individualized development. The plan is developed with the involvement of the beneficiary. The above mentioned plan contains goals for the beneficiary and ways to achieve them. The plan is the main document, which is a formally adopted based on the agreement between the beneficiary and service provider. Individual development plan can be perceived as a contract, which is being signed between the program participant (beneficiary) and service provider. Individual plan of development is equally important for the both sides. It describes carrier aspirations of the program participants, its interests and ways to achieve them. Monitoring of the plan and revision is being implemented regularly.

In order to achieve minimum standards of individualized approach in employment services it will be required to accommodate assessment and placement process of employment program participants to the identification and description of individual aspects.

Individuals who will be interested to participate in the program will be assessed by assessment method that will be utilized by employees of the service provider, which will be the first ones with whom the job seeker beneficiaries will communicate. Distribution of the beneficiaries in various directions will be implemented with the described methodology. In result, a package of mandatory services and financial resources will be identified, which are required for a specific person.

**Main principles of the service.** Main principles of the service delivery are:

- Precisely defined target group
- Provision of the type of employment that will promote employed persons' long-term tenure
- Tight connection with the labour market
- Emphasis on strong features of the job seeker (what an employment seeker can and cannot do)
- Transparent system of quality

**IN EACH OF THE BID THE SERVICE PROVIDERS SHOULD UNDERTAKE THE FOLLOWING MAIN ACTIVITIES:**

1. Identification of the labour market demands (demanded vocations) in the selected regions
2. Identification of program participants
3. Program participants training in carrier planning and professional orientation
4. Development of vocational training/ retraining programs
5. Vocational training/retraining of program participants
6. Supporting employment of vocational training/retraining course graduates.

**TARGET GROUPS:****I LOT**

Job seekers in Samegrelo Zemo Svaneti (at least 50% from Mestia and Tsalenjikha municipalities)

**II LOT**

Job seekers in Shida Kartli (at least 50% from Shida Kartli conflict zone communities)

**WORKING LANGUAGE:**

- The training materials should be developed in Georgian language;
- The reports and communications with UNDP, as well as official correspondence should be developed in English language.

**I Activity: Identification of the labour market demands (demanded vocations) in the selected regions**

- 1.1. Analysis of official data in regions on labour market (governmental non-governmental)
- 1.2. Research and analysis (study) of the regional employers' vacancies

***Work-plan***

	Description	2016		2017	
		Nov	Dec	Jan	Feb
1	Analysis of official data in regions on labour market				
2	Research and analysis (study) of the regional employers' vacancies				

**Deliverables of the Activity 1:**

- Demanded vocations are identified, based on the analysis of the official data of the labour market of the region;
- Demanded vocations are identified based on vacancies of the employers in the region.

**II Activity: Identification of program participants**

- 2.1. Informing public in the region about the upcoming program;
- 2.2. Registration of the job seekers who would like to participate in the program;
- 2.3. Identification of the registered job seekers in the Worknet that correspond labor market demand and in accordance to the territory of program implementation;
- 2.4. With a purpose to select program participants, identification of registered jobs seekers, by means of profiling, interview and general skills assessment (by testing).

### **Work-plan**

	Description	2016		2017				
		Nov	Dec	Jan	Feb	Mar	Apr	May
1	Informing public in the region about the upcoming program							
2	Registration of the job seekers who would like to participate in the program							
3	Identification of the registered job seekers in the Worknet that correspond labour market demand and in accordance to the territory of program implementation							
4	With a purpose to select program participants, identification of registered jobs seekers, by means of profiling, interview and general skills assessment (by testing)							

#### **Deliverables of the Activity 2:**

- **I Lot** – There are 130 job seekers identified for program participation.
- **II Lot** – There are 80 job seekers identified for program participation.

### **III Activity: Program participants training in carrier planning and professional orientation**

- 3.1. Training of program participants in resume writing with a purpose of promoting self-presentation skills development
- 3.2. Training of program participants in professional orientation
- 3.3. Individual consultations in carrier planning and professional orientation provided to program participants.

### **Work-plan**

	Description	2017			
		Feb	Mar	Apr	May
1	Training of program participant in resume writing with a purpose of promoting self-presentation skills development				
2	Training of program participants in professional orientation				
3	Individual consultations in carrier planning and professional orientation provided to program participants				

#### **Deliverables of the Activity 3:**

- **I Lot** – There are 130 program participants trained and consulted in carrier planning and professional orientation
- **II Lot** – There are 80 program participants trained and consulted in carrier planning and professional orientation.

#### IV Activity: Development of vocational training/retraining programs

- 4.1 In accordance to the labour market demand identification of partner enterprises (employers);
- 4.2 Partner enterprises (employers) develop requirements (duties, competencies, labour operations) for persons to be hired (demanded vocations);
- 4.3 With the participation of partner enterprises (employers) development of vocational training/retraining programs in response to labour market demands;
- 4.4 Approval of vocational training/re-training programs by vocational education institutions in region.

#### *Work-plan*

	Description	2017				
		Jan	Feb	Mar	Apr	May
1	In accordance to the labour market demand identification of partner enterprises (employers)					
2	Partner enterprises (employers) develop requirements (duties, competencies, labour operations) for persons to be hired (demanded vocations)					
3	With the participation of partner enterprises (employers) development of vocational training/retraining programs in response to labour market demands					
4	Approval of vocational training/re-training programs by vocational education institutions in region.					

#### **Deliverables of the Activity 4:**

- In accordance to the labour market demand there are vocational training and re-training programs developed.
- Vocational training/retraining programs are approved by vocational education institutions in region.

#### V Activity: Vocational training/retraining of program participants

- 5.1. Determine professional skills (competencies) of the program participants;
- 5.2. Elaboration of individual plan for program participants in accordance to their professional skills
- 5.3. In case of program participants competencies compliance to the requirements of a vacancy mediation for an employment;
- 5.4. Forming groups of vocational training and/or retraining based on program participants professional skills;
- 5.5. Delivery of vocational training/and or retraining courses;
- 5.6. Certification of vocational training/retraining course graduates by the service provider.



## **Work-plan**

	Description	2017					
		Apr	May	June	July	Aug	Sept
1	Determining professional skills (competences) for program participants						
2	Elaboration of an individual plan based on professional skills of program participants						
3	In case of program participants competencies compliance to the requirements of a vacancy mediation for an employment						
4	Forming groups of vocational training and re-training based on professional skills of program participants						
5	Delivery of vocational training and/or retraining courses						
6	Certification of vocational training/retraining course graduates by the service provider						

### **Deliverables of the Activity 5:**

#### **I Lot**

- There are professional skills (competencies) determined for at least 130 program participants;
- There are individual plans developed for at least 115 program participants;
- There are at least 5 program participants employed without going through vocational training/retraining;
- At least 110 program participants completed vocational training/retraining courses;
- At least 100 graduates of vocational training/retraining courses are certified.

#### **II Lot**

- There are professional skills (competencies) determined for at least 80 program participants
- There are individual plans developed for at least 70 program participants
- There are at least 3 program participants employed without going through vocational training/retraining
- At least 65 program participants completed vocational training/retraining courses;
- At least 60 graduates of vocational training/retraining courses are certified.

### **VI Activity: Supporting employment of vocational training/retraining course graduates**

- 6.1. Validating professional skills (competences) of graduates by employers;
- 6.2. Based on validation results cooperation with employer to employ graduates;
- 6.3. Monitoring graduates employment based on long-term (at least 6 months) labour contract analysis.

### ***Work-plan***

	Description	2017		
		Aug	Sept	Oct
1	Validating professional skills (competences) of graduates by employers			
2	Based on validation results cooperation with employer to employ graduates			
3	Monitoring graduates employment based on long-term (at least 6 months) labour contract analysis.			

### Deliverables of the Activity 6:

**1 Lot**

- Certified graduates, whose professional skills were validated, is at least 95.
- Employed course graduates are at least 50.

## II Lot

- Certified graduates, whose professional skills were validated, is at least 55.
- Employed course graduates are at least 30.

## Aggregate Work Plan

[illegible]

	Description	2016		2017									
		Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	July	Aug	Sep	Oct
10	In accordance to the labour market demand identification of partner enterprises (employers)												
11	Partner enterprises (employers) develop requirements (duties, competencies, labour operations) for persons to be hired (demanded vocations)												
12	With the participation of partner enterprises (employers) development of vocational training/retraining programs in response to labour market demands												
13	Approval of vocational training/re-training programs by vocational education institutions in region.												
14	Determining professional skills (competences) for program participants												
15	Elaboration of an individual plan based on professional skills of program participants												
16	In case of program participants competencies compliance to the requirements of a vacancy mediation for an employment												
17	Forming groups of vocational training and re-training based on professional skills of program participants												
18	Delivery of vocational training and/or retraining courses												
19	Validating professional skills (competences) of graduates by employers												
20	Based on validation results cooperation with employer to employ graduates												
21	Monitoring graduates employment based on long-term (at least 6 months) labour contract analysis.												

### Aggregate Deliverables:

#### I Lot

- There are 130 job seekers identified for program participation
- There are 130 program participants trained and consulted in carrier planning and professional orientation
- In accordance to the labour market demand there are vocational training and re-training programs developed.
- Vocational training/retraining programs are approved by vocational education institutions in region.
- There are individual plans developed for at least 115 program participants;
- There are at least 5 program participants employed without going through vocational training/retraining;
- At least 100 graduates of vocational training/retraining courses are certified.
- Certified graduates, whose professional skills were validated, is at least 95.
- Employed course graduates are at least 50.

## II Lot

- There are 80 job seekers identified for program participation
- There are 80 program participants trained and consulted in carrier planning and professional orientation
- In accordance to the labour market demand there are vocational training and re-training programs developed.
- Vocational training/retraining programs are approved by vocational education institutions in region.
- There are individual plans developed for at least 70 program participants;
- There are at least 3 program participants employed without going through vocational training/retraining;
- At least 60 graduates of vocational training/retraining courses are certified.
- Certified graduates, whose professional skills were validated, is at least 55.
- Employed course graduates are at least 30.

## Expected Results

The Service Provider is expected to ensure achieving the following results:

- The Ministry of Labour, Health and Social Affairs of Georgia and Social Service Agency will use alternative piloted mechanism for provision of qualified labour force to labour market, which considers implementation of individual and institutional framework for employment.
- Service provider in 2 regions will implement employment schemes that are based on vocational training/retraining;
- The job seekers will benefit with access to practical and theoretical knowledge and skills in demanded vocations of labour market and will receive certificates.

**The Service Provider must implement activities envisaged in the contract within time period indicated in the table below**

#	Activities	Implementation period
1	Identification of the labour market demands (demanded vocations) in the selected regions	Nov 2016 - Feb 2017
2	Identification of program participants	Nov 2016 - May 2017
3	Program participants training in carrier planning and professional orientation	Feb - May 2017
4	Development of vocational training/ retraining programs	Jan - May 2017
5	Vocational training/retraining of program participants	Apr - Sept 2017
6	Supporting employment of vocational training/retraining course graduates.	Aug - Oct 2017

## ***A. Institutional Arrangement***

- a) Quality Certification.** The Service Provider shall be accountable and reporting to, seeking approval from, and obtaining certificate of acceptance of deliverables from Project Manager.
- b) Reporting.** The Service Provider shall report to UNDP project management once in 2/3 months (written progress update reports drafted in English).
1. Monitoring and evaluation plan of the service including performance indicators for review and approval;
  2. The Service Provider should provide UNDP with the following reports drafted in English:
    - Written activity reports (5 reports per each activity indicated in the section 'C' of this ToR). Each report should include the progress per activities and sub-activities listed in the ToR indicating progress toward achievement of the relevant deliverables;
    - Final report covering the results on developing the outputs.
- c) Interaction with other organisation.** The Service Provider will interact with the following Organisations:
- Ministry of Labour Health and Social Affairs of Georgia;
  - Social Service Agency.

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

The Successful Service Provider is expected to have:

- a) Profile – describing the nature of business, field of expertise, licenses, certifications, accreditations. The company should have the following qualifications.
- b) Track Record and Experience: list of clients indicating name of project client, contract value, period of activity, times of activities undertaken date completed and references:
  - At least 5 years' work experience in implementing projects in employment field (minimum requirement).
  - At least 3 implemented projects in employment field (minimum requirement).
  - Experience of implementing at least 2 project in selected region (minimum requirement).
  - At least 2 letters of recommendation from previous top 2 clients within last 3 years (minimum requirement).
- c) Good tax payment record, certified by the Tax Registration/Payment Certificate issued by the Internal Revenue Authority evidencing 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).
- 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.
- g) Availability of professional staff, certified by CVs demonstrating qualifications of the key personnel that will perform the services requested in Terms of Reference (TOR).
- h) Staff: The qualified bidder should provide the composition of the management team, experts and other staff which the bidder deems is necessary for timely and successful implementation of the activities indicated in the section 'C' of the ToR.

**Comment: Joint Venture, Consortium or Association**

If the Proposer is a group of legal entities that will form or have formed a joint venture, consortium or association at the time of the submission of the Proposal, they shall confirm in their Proposal that : (i) they have designated one party to act as a lead entity, duly vested with authority to legally bind the members of the joint venture jointly and severally, and this shall be duly evidenced by a duly notarized Agreement among the legal entities, which shall be submitted along with the Proposal; and (ii) if they are awarded the contract, the contract shall be entered into, by and between UNDP and the designated lead entity, who shall be acting for and on behalf of all the member entities comprising the joint venture.

After the Proposal has been submitted to UNDP, the lead entity identified to represent the joint venture shall not be altered without the prior written consent of UNDP. Furthermore, neither the lead entity nor the member entities of the joint venture can:

- a) Submit another proposal, either in its own capacity; nor
- b) As a lead entity or a member entity for another joint venture submitting another Proposal.

The description of the organization of the joint venture/consortium/association must clearly define the expected role of each of the entity in the joint venture in delivering the requirements of the RFP, both in the Proposal and the Joint Venture Agreement. All entities that comprise the joint venture shall be subject to the eligibility and qualification assessment by UNDP.

Where a joint venture is presenting its track record and experience in a similar undertaking as those required in the RFP, it should present such information in the following manner:

- a) Those that were undertaken together by the joint venture; and
- b) Those that were undertaken by the individual entities of the joint venture expected to be involved in the performance of the services defined in the RFP.

Previous contracts completed by individual experts working privately but who are permanently or were temporarily associated with any of the member firms cannot be claimed as the experience of the joint venture or those of its members, but should only be claimed by the individual experts themselves in their presentation of their individual credentials.

If a joint venture's Proposal is determined by UNDP as the most responsive Proposal that offers the best value for money, UNDP shall award the contract to the joint venture, in the name of its designated lead entity. The lead entity shall sign the contract for and on behalf of all other member entities.

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- The qualifications of the Team Leader will be assessed during the selection process. The Team Leader should comply with the following criteria:
    - At least 3 years' working experience in management of employment field related projects (minimum requirement).
    - Minimum of 3 years' experience in management of implementation of the projects on implementing training programs (minimum requirement).
    - Experience of working in projects implemented by or for International Organization and Entities is an asset.

- Experts' team: the Service Provider should engage maximum 3 Senior Experts:
  - Senior Expert (Cooperation with labour market institutions)
  - Senior Expert (Career planning and professional orientation )
  - Senior Expert (Vocational education).
- Senior Expert (to cooperate with labour market institutions) should be compliant with the following criteria:
  - At least 3 years of working experience in employment sphere (minimum requirement);
  - Hands on 3 years' working experience in cooperation with labour market institutions (minimum requirement).
- Senior Expert (in carrier planning and professional orientation) should be compliant with the following criteria:
  - At least 3 years of working experience in employment or professional orientation/carrier planning sphere (minimum requirement);
  - Hands on 3 years' working experience in adult skills identification and their training (Resume writing, carrier planning and professional orientation) (minimum requirement).
- Senior Expert (Vocational Education) should be compliant with the following criteria:
  - At least 3 years working experience in Vocational Education (minimum requirement);
  - Hands on 3 years' working experience of developing the Vocational teaching/training programs and their implementation (minimum requirement).

### SCHEDULE OF PAYMENTS - I LOT

Deliverable and quality indicator	Amount to be paid	Due Date
<b>Progress Report #1:</b> <ul style="list-style-type: none"> <li>• Demanded vocations are identified, based on the analysis of the official data of the labour market of the region;</li> <li>• Demanded vocations are identified based on vacancies of the employers in the region.</li> <li>• Based on profile template, interviewing and assessing (by testing) general skills there are 65 program participants identified</li> </ul>	9%	15 December, 2016
<b>Progress report #2</b> <ul style="list-style-type: none"> <li>• Demanded vocations are identified based on vacancies of the employers in the region.</li> <li>• Based on profile template, interviewing and assessing (by testing) general skills there are 65 program participants identified</li> <li>• There are 65 program participants trained and consulted in carrier planning and professional orientation</li> </ul>	12%	15 March, 2017
<b>Progress report #3</b> <ul style="list-style-type: none"> <li>• There are 65 program participants trained and consulted in carrier planning and professional orientation</li> <li>• In accordance to labour market needs there vocational training/retraining programs are developed</li> <li>• There are individual plans developed for at least 115 program participants</li> </ul>	24%	15 June, 2017

Deliverable and quality indicator	Amount to be paid	Due Date
<ul style="list-style-type: none"> <li>There are at least 5 program participants employed without going through vocational training/retraining</li> </ul>		
<b>Progress report #4</b> <ul style="list-style-type: none"> <li>There are vocational training/retraining courses conducted in demanded vocations at the labour market – At least 50 graduates of vocational training/retraining courses are certified</li> <li>Certified graduates, whose professional skills were validated, is at least 47.</li> </ul>	40%	15 September 2017
<b>Progress report #5</b> <ul style="list-style-type: none"> <li>There are vocational training/retraining courses conducted in demanded vocations at the labour market – At least 50 graduates of vocational training/retraining courses are certified</li> <li>Certified graduates, whose professional skills were validated, is at least 48.</li> <li>Employed course graduates are at least 50.</li> </ul>	15%	31 October, 2017

### SCHEDULE OF PAYMENTS - II LOT

Deliverable and quality indicator	Amount to be paid	Due Date
<b>Progress Report #1:</b> <ul style="list-style-type: none"> <li>Demanded vocations are identified, based on the analysis of the official data of the labour market of the region;</li> <li>Demanded vocations are identified based on vacancies of the employers in the region.</li> <li>Based on profile template, interviewing and assessing (by testing) general skills there are 40 program participants identified</li> </ul>	9%	15 December, 2016
<b>Progress report #2</b> <ul style="list-style-type: none"> <li>Demanded vocations are identified based on vacancies of the employers in the region.</li> <li>Based on profile template, interviewing and assessing (by testing) general skills there are 40 program participants identified</li> <li>There are 40 program participants trained and consulted in carrier planning and professional orientation.</li> </ul>	12%	15 March, 2017
<b>Progress report #3</b> <ul style="list-style-type: none"> <li>There are 40 program participants trained and consulted in carrier planning and professional orientation</li> <li>In accordance to labour market needs there vocational training/retraining programs are developed</li> <li>There are individual plans developed for at least 70 program participants</li> <li>There are at least 3 program participants employed without going through vocational training/retraining.</li> </ul>	24%	15 June, 2017
<b>Progress report #4</b> <ul style="list-style-type: none"> <li>There are vocational training/retraining courses conducted in demanded vocations at the labour market – At least 30 graduates of vocational training/retraining courses are certified</li> <li>Certified graduates, whose professional skills were validated, is at least 27.</li> </ul>	40%	15 September 2017



Deliverable and quality indicator	Amount to be paid	Due Date
<b>Progress report #5</b> <ul style="list-style-type: none"> <li>• There are vocational training/retraining courses conducted in demanded vocations at the labour market – At least 30 graduates of vocational training/retraining courses are certified</li> <li>• Certified graduates, whose professional skills were validated, is at least 28.</li> <li>• Employed course graduates are at least 30.</li> </ul>	15%	31 October, 2017

## 8. 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 minimum requirements shall be rejected.

Selection of candidates will be based on the Cumulative Analysis methodology: Technical (70 points) and Financial (30 points) criteria.

## Annex V

### Technical Proposal Evaluation Form

Technical Proposal	70%	Max Points Obtainable
<b>Expertise of the Firm</b>		
At least 5 years' work experience in implementing projects in employment field ( <b>min. requirement</b> )	7%	70
At least 3 implemented projects in employment field ( <b>min. requirement</b> )	7%	70
Experience of implementing at least 2 project in selected region ( <b>minimum requirement</b> )	7%	70
At least 2 letters of recommendation from previous top 2 clients within last 3 years ( <b>minimum requirement</b> ).	4%	40
<b>Total:</b>	<b>25%</b>	<b>250</b>
<b>Methodology, Its Appropriateness to the Condition and Timeliness of the Implementation Plan</b>		
Does the Offeror fully understand the task? Is the scope of task well defined and does it correspond to the TOR?	10%	100
<i>Full Understanding -100</i>		
<i>Fair Understanding (<b>min. requirement</b>) -30</i>		
Appropriateness of the methodology to the condition	10%	100
<i>Comprehensive and systematic methodology -100</i>		
<i>Fairly appropriate methodology (<b>min. requirement</b>) -25</i>		
Timeliness of the implementation plan	5%	50
<i>Completely appropriate -50</i>		
<i>Fairly appropriate (<b>min. requirement</b>) -10</i>		
<b>Total:</b>	<b>25%</b>	<b>250</b>
<b>Management Structure and Qualification of Key Personnel</b>		
Team Leader with minimum of 3 years' working experience in management of employment field related projects ( <b>min. requirement</b> )	3%	30
Team Leader with minimum of 3 years' experience in management of implementation of the projects on implementing training programs ( <b>min. requirement</b> )	2,5%	25
Team Leader with work experience in projects implemented by or for International Organization and Entities is an asset.	2,5%	25
Senior Expert (to cooperate with labour market institutions) with minimum of 3 years of working experience in employment sphere ( <b>min. requirement</b> )	2%	20
Senior Expert (to cooperate with labour market institutions) with minimum of 3 years' working experience in cooperation with labour market ( <b>min. requirement</b> )	2%	20

Senior Expert (in carrier planning and professional orientation) with minimum of 3 years of working experience in employment or professional orientation/carrier planning sphere <b>(min. requirement)</b>	2%	20
Senior Expert (in carrier planning and professional orientation) with minimum of 3 years' working experience in adult skills identification and their training (Resume writing, carrier planning and professional orientation) <b>(min. requirement)</b>	2%	20
Senior Expert (Vocational Education) with minimum of 3 years working experience in Vocational Education <b>(minimum requirement)</b>	2%	20
Senior Expert (Vocational Education) with minimum of 3 years' working experience of developing the Vocational teaching/training programs and their implementation <b>(minimum requirement)</b>	2%	20
<b>Total:</b>	<b>20%</b>	<b>200</b>
<b>Maximum Total Technical</b>		<b>700</b>
<b>Minimum Technical points needed</b>		<b>490</b>

<b>Financial Proposal</b>		
Budget Proposals (To be computed as a ratio of the Proposal's Offer to the lowest price among the proposals received by UNDP)	30%	300
<b>Maximum Total Financial</b>	<b>30%</b>	<b>300</b>

<b>Total:</b>	<b>100%</b>	<b>1000</b>
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